

***Hemet/San Jacinto  
Groundwater Management Area  
2022 Annual Report***

***Prepared for***



**Hemet-San Jacinto  
Watermaster**

***Prepared by***



***May 2023***

## ***Acknowledgements***



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The Hemet/San Jacinto Groundwater Management Area Annual Report is the result of a cooperative effort between private and public groundwater producers in the Hemet-San Jacinto Watermaster Area. The State of California, Department of Water Resources, facilitated the development of the Management Plan and their efforts are greatly appreciated. The Councils and Boards for the Cities of Hemet and San Jacinto, Lake Hemet Municipal Water District, and Eastern Municipal Water District are recognized for their vision, leadership, and teamwork during the implementation of the Management Plan and formation of the Hemet-San Jacinto Watermaster. Special thanks and deep appreciation are extended to all groundwater producers who participated in the Groundwater Quality, Groundwater Level, and Groundwater Extraction Monitoring Programs, without their cooperation, this report would not be possible. Thanks to Laura Barraza, Tom Henderson, Gordon Ng, Matthew Wedeking, Timothy Darden, Steve Shockey, and Larry Chilson for collecting and compiling the data, and drafting the 2022 Annual Report.

# ***Hemet/San Jacinto Groundwater Management Area***

## ***2022 Annual Report***



**Hemet-San Jacinto  
Watermaster**

### ***Table of Contents***

<u>Section No.</u>		<u>Page No.</u>
1	Executive Summary .....	8
1.1	Groundwater Monitoring Program Summary .....	8
2	Introduction .....	12
2.1	Management Area .....	13
2.2	Background .....	13
2.3	Authority .....	14
2.4	Purpose of the Report.....	14
3	Management Plan Activities.....	16
3.1	Hemet-San Jacinto Watermaster Activities.....	16
3.2	Technical Advisory Committee Activities .....	16
3.3	Agreements, Resolutions, and Task Orders Initiated in 2022.....	16
3.3.a	Agreements Initiated in 2022.....	16
3.3.b	Resolutions Initiated in 2022 .....	17
3.3.c	Task Orders Initiated in 2022 .....	17
3.4	Soboba Settlement Agreement and Act .....	17
3.5	Soboba Settlement Recharge.....	18
3.5.a	Integrated Recharge and Recovery Program .....	18
3.5.b	Grant Avenue Ponds .....	18
3.6	Canyon Operating Plan .....	19
4	Current Water Supply .....	20
4.1	Groundwater.....	20
4.2	Imported Water.....	20
4.2.a	Hemet Water Filtration Plant .....	22
4.2.b	North San Jacinto Water Supply Pipeline.....	22
4.3	Recycled Water .....	22
4.3.a	Recycled Water In-Lieu Project .....	23
4.4	Surface Water.....	23
4.4.a	Surface Water Diversions.....	24
5	Projected Demands Update.....	26
5.1	Planned Development .....	26
5.2	Future Demands.....	27
5.3	Urban Water Management Plans .....	27

5.3.a	Eastern Municipal Water District.....	29
5.3.b	Lake Hemet Municipal Water District.....	30
5.3.c	City of San Jacinto.....	30
5.3.d	City of Hemet.....	30
6	Monitoring, Data Compilation, and Evaluation .....	32
6.1	Groundwater Monitoring .....	32
6.1.a	Groundwater Level Monitoring .....	32
6.1.b	Groundwater Quality Monitoring.....	34
6.1.c	Groundwater Extraction Monitoring .....	36
6.1.d	Inactive Well Capping/Sealing Program .....	39
6.2	Imported Water.....	40
6.2.a	Hemet Water Filtration Plant .....	40
6.2.b	Imported Water Recharge .....	40
6.2.c	North San Jacinto Water Supply Initiative .....	41
6.3	Recycled Water .....	41
6.3.a	Recycled Water Usage.....	41
6.3.b	Recycled Water In-lieu Program.....	41
6.3.c	Recycled Water Incidental Recharge .....	42
6.4	Surface Water.....	42
6.4.a	River/Stream Flows .....	42
6.4.b	San Jacinto River Diversions.....	43
6.5	Precipitation.....	44
6.6	Well Permits .....	45
6.7	Groundwater Storage Changes.....	46
6.7.a	Storage Change Calculation Methodology .....	46
6.7.b	Groundwater Storage Change between 2021 and 2022 .....	47
7	2022 Financial Considerations.....	48
7.1	2022 Watermaster Budget.....	48
7.2	Carry-Over Credits .....	49
7.2.a	Public Agencies and Cities .....	50
7.2.b	Class A and B Participants .....	52
8	Tables of Monitoring Program Summaries and Trends .....	54
9	Figures and Maps .....	68
10	Appendices.....	84
10.1	Watermaster Board Meeting Minutes .....	84
10.2	Technical Advisory Committee Meeting Notes .....	84
10.3	Watermaster Agreements.....	84
10.4	Watermaster Resolutions .....	84
10.5	Task Orders.....	84
10.6	Independent Auditor's Report.....	84
10.7	Canyon Operating Plan .....	84
10.8	References .....	84

# **Hemet/San Jacinto Groundwater Management Area**

## **2022 Annual Report**



**Hemet-San Jacinto  
Watermaster**

### **List of Tables**

<u>Table No.</u>	<u>Page No.</u>
Table 3-1: Summary of 2022 Canyon Operating Plan Status .....	19
Table 4-1: 2022 Water Demand Estimates .....	21
Table 5-1: Completed Connections within the Management Area in 2022 .....	26
Table 5-2: Projects Under Development in the Management Area* .....	27
Table 5-3: Future Demand Projections .....	28
Table 6-1: 2022 Spring Groundwater Level Monitoring Program in the Management Area .....	33
Table 6-2: 2022 Fall Groundwater Level Monitoring Program in the Management Area .....	34
Table 6-3: Constituents Tested in a Typical Groundwater Quality Sample .....	35
Table 6-4: 2022 TDS Groundwater Quality Monitoring in the Management Area ....	36
Table 6-5: 2022 NO3-N Groundwater Quality Monitoring in the Management Area	36
Table 6-6: 2022 Groundwater Extraction Monitoring in the Management Area .....	37
Table 6-7: 2022 Groundwater Extraction Recordation Notices Filed in the Management Area .....	39
Table 6-8: 2022 Inactive Well Capped/Sealed in the Management Area .....	40
Table 6-9: 2022 Raw Water Recharge in the Management Area .....	41
Table 6-10: 2022 Recycled Water Usage in the Management Area .....	41
Table 6-11: 2022 Recycled Water In-lieu Usage in the Management Area .....	42
Table 6-12: 2022 Recycled Water Incidental Recharge in the Management Area...	42
Table 6-13: 2022 San Jacinto River Diversions .....	44
Table 6-14: 2022 Rainfall and Rainfall Extremes in the Management Area.....	45
Table 6-15: 2022 Well Permits Issued in the Management Area .....	45
Table 6-16: Estimated Groundwater Storage Changes within the Management Area .....	47
Table 7-1: 2022 Watermaster Budget .....	48
Table 7-2: 2022 Updated Watermaster Budget .....	49
Table 7-3: Public Agencies Carry-Over Credits as of December 31, 2022 .....	50
Table 7-4: 2022 Public Agencies Groundwater Productions.....	50
Table 7-5: Soboba Tribe Imported Water Status During 2022 .....	51

Table 7-6: Public Agencies Carry-Over Credits Transfers During 2022.....	51
Table 7-7: Public Agencies Carry-Over Credits as of December 2022 .....	52
Table 7-8: Class B Participants Carry-Over Credits as of December 31, 2022.....	53
Table 8-1: Historical Number of Wells Measured for the Groundwater Level Monitoring Program in the Management Area .....	55
Table 8-2: Historical Results of the Groundwater Level Monitoring Program in the Management Area .....	56
Table 8-3: Historical Number of Wells Sampled for the Groundwater Quality Monitoring Program in the Management Area .....	57
Table 8-4: Historical Results of the Groundwater Quality Monitoring Program in the Management Area .....	58
Table 8-5: Historical Number of Wells Measured for the Groundwater Extraction Monitoring Program in the Management Area .....	59
Table 8-6: Historical Results of the Groundwater Extraction Monitoring Program in the Management Area .....	60
Table 8-7: Historical Number of Wells Participating in the San Jacinto Watershed Groundwater Recordation Program in the Management Area .....	61
Table 8-8: Historical Results of the San Jacinto Watershed Groundwater Recordation Program in the Management Area.....	62
Table 8-9: Historical Results of the Inactive Well Capping/Sealing Program in the Management Area .....	63
Table 8-10: Historical Results of the Recycled Water Monitoring Program in the Management Area .....	64
Table 8-11: Historical Results of Incidental Recycled Water Recharge Monitoring in the Management Area .....	65
Table 8-12: Historical Results of River Diversion Monitoring in the Management Area .....	65
Table 8-13: Historical Results of Rainfall Monitoring in the Management Area .....	66
Table 8-14: 2022 Monthly Groundwater Production in the Management Area .....	67

# Hemet/San Jacinto Groundwater Management Area

## 2022 Annual Report



Hemet-San Jacinto  
Watermaster

### List of Figures

<u>Figure No.</u>	<u>Page No.</u>
Figure 1-1: 2022 Groundwater Extraction, Imported Water Usage, Recycled Water Usage, Surface Water Usage, and Rainfall in the Management Area .....	9
Figure 6-1: 2022 Monthly Groundwater Extraction in the Management Area .....	38
Figure 6-2: Historical Average Annual Flow of the San Jacinto River .....	43
Figure 9-1: Location of the Management Area.....	69
Figure 9-2: Groundwater Management Zone Boundaries and Current Basin Plan Water Quality Objectives .....	70
Figure 9-3: Wells Participating in the 2022 Groundwater Monitoring Programs.....	71
Figure 9-4: IRRP and Grant Avenue Ponds Recharge Facilities .....	72
Figure 9-5: Water Purveyors in the Management Area.....	73
Figure 9-6: Imported Water Conveyance System .....	74
Figure 9-7: Recycled Water Facilities .....	75
Figure 9-8: Projects in Development in the Management Area.....	76
Figure 9-9: Change in Groundwater Elevation from Spring 2021 to Spring 2022 .....	77
Figure 9-10: Change in Groundwater Elevation from Fall 2021 to Fall 2022 .....	78
Figure 9-11: 2022 Total Dissolved Solids (TDS) Concentrations.....	79
Figure 9-12: 2022 Nitrate as Nitrogen (NO <sub>3</sub> -N) Concentrations.....	80
Figure 9-13: Inactive Well Capping/Sealing Program .....	81
Figure 9-14: Historical Groundwater Extraction, Imported Water Usage, Recycled Water Usage, and Rainfall in the Management Area.....	82
Figure 9-15: Historical Imported Water Recharge in the Management Area.....	82
Figure 9-16: Class B Parcels in Transition.....	83



## 1 Executive Summary

The Hemet/San Jacinto Groundwater Management Area (Management Area) 2022 Annual Report (Annual Report) was prepared by Eastern Municipal Water District (EMWD) under contract with the Hemet-San Jacinto Watermaster (Watermaster), and is the tenth Annual Report to document the Watermaster activities as required by the Stipulated Judgment entered on April 18, 2013, in Riverside County Superior Court (Case No. RIC 1207274). The reporting period extends from January 1, 2022 through December 31, 2022.

The Management Area is located in the western portion of Riverside County within the San Jacinto River Watershed and includes the Cities of San Jacinto and Hemet, as well as the unincorporated areas of Winchester, Valle Vista, and Cactus Valley, as presented in Chapter 9, Figure 9-1. The Management Area encompasses approximately 90 square miles and has been divided into four (4) groundwater management zones as shown in Chapter 9, Figure 9-2.

Specifically, the Annual Report describes the status of the Management Plan implementation; summarizes water supplies and projected demands for the Management Area; summarizes the 2022 data compiled from the Groundwater Monitoring Programs; documents the recharge program, carry-over accounts, and other activities performed by the Watermaster in the Management Area.

### 1.1 Groundwater Monitoring Program Summary

The Groundwater Monitoring Program include groundwater level monitoring, groundwater quality monitoring, groundwater extraction monitoring, and inactive well capping/sealing. A map of wells included in the 2022 Groundwater Monitoring Program is presented in Chapter 9 on Figure 9-3. During 2022, 308 groundwater level measurements were taken, 90 groundwater quality samples were analyzed for total dissolved solids (TDS) and 79 samples were analyzed for nitrate as nitrogen; and groundwater extraction was metered at 119 well sites and estimated at 38 well sites, for a total of 157 well sites. No inactive agricultural wells were capped/sealed in 2022.

The sources of water supply within the Management Area are provided in Chapter 4, Table 4-1. Groundwater was the main source of supply within the Management Area totaling 39,120 acre-feet (AF). Recycled water use in the Management Area accounted for 12,710 AF of demand (including in lieu recycled water usage). Imported water purchased from the Metropolitan Water District of Southern California (MWD) and used within the Management Area totaled 6,828 AF. Imported water was not available to recharge into San Jacinto Upper Pressure and Canyon groundwater management zones. Of the total imported water purchased from MWD and used within the Management Area, approximately 6,664 AF was originated from the State Water Project (SWP) and approximately 164 AF originated from the Colorado River Aqueduct.



Total imported water within the Management Area includes untreated raw water and potable treated water. Untreated raw water enters the Management Area at the Warren Road Pump Station, via the MWD EM-14 connection. The second source of untreated raw water from the Colorado River Water enters the Management Area at the Brownlands Pumping Plant, via the MWD EM-1 connection, and is maintained for the purpose of groundwater augmentation for dairies along the Ramona Expressway as part of the North San Jacinto Water Supply Initiative. Imported treated water can enter the Management Area from EMWDs Simpson/Patterson booster pump station located at Simpson Road and Patterson Avenue.

EMWD and Lake Hemet Municipal Water District (LHMWD) have water rights on the San Jacinto River allowing them to divert water when river flows are sufficient. During 2022, LHMWD diverted 668 AF of surface water, of which 668 AF was directly used or sold and 0 AF was diverted to the flood control basins for recharge. Additionally, EMWD diverted 35 AF of surface water for recharge into the groundwater basin. Monthly groundwater extraction, imported water usage (excluding recharge water), recycled water usage, surface water usage (excluding storage), and rainfall in the Management Area are displayed in Figure 1-1.

**Figure 1-1: 2022 Groundwater Extraction, Imported Water Usage, Recycled Water Usage, Surface Water Usage, and Rainfall in the Management Area**

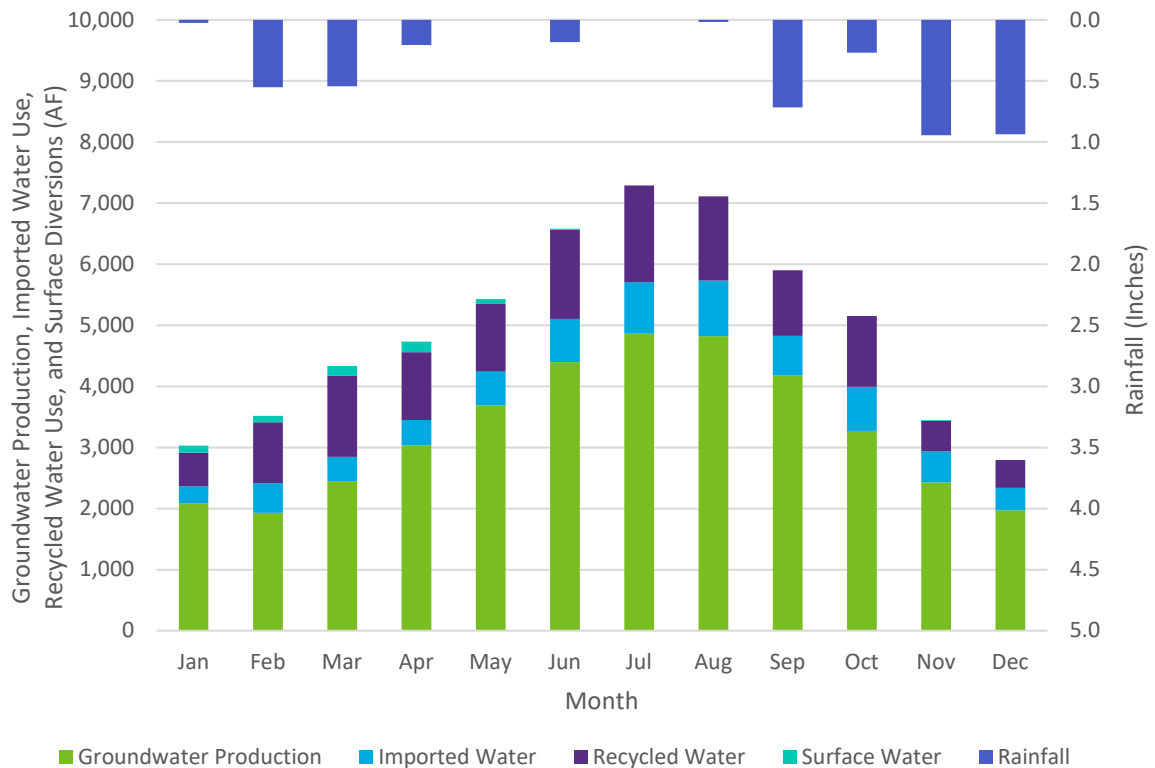


Figure 1-1 shows the monthly precipitation within the Management Area based on measurements from the Hemet-Ryan Field Station (Station 180). Total precipitation recorded was 4.38 inches with the majority of precipitation occurring in the months of September, November, and December. Figure 1-1 also summarizes the water use portfolio within the Management Area. Groundwater production accounts for the largest source of water utilized in the Management Area, followed by recycled water and imported water. Recycled water usage in the Management Area

is primarily supplied by the EMWDs San Jacinto Valley Regional Water Reclamation Facility (SJV RWRWF); however, the area also receives recycled water from the Temecula Valley Regional Water Reclamation Facility (TVRWRWF) and Perris Valley Regional Water Reclamation Facility (PVRWRWF).

During 2022, seven (7) well permits were issued, none of which were for the construction of agricultural wells. These wells are privately owned and are located on agricultural properties. Of the remaining permits, five (5) were issued for small domestic wells and community wells and two (2) were issued for well destruction.





## 2 Introduction

The Hemet/San Jacinto Groundwater Management Area 2022 Annual Report (Annual Report) was prepared by Eastern Municipal Water District (EMWD) under contract with the Hemet-San Jacinto Watermaster (Watermaster) and is the tenth Annual Report to document the Watermaster activities for the period of January 1, 2022 through December 31, 2022.

Specifically, the Annual Report describes the status of the Management Plan implementation; discusses water supplies and projected demands for the Management Area; summarizes the 2022 data compiled from the Groundwater Monitoring Program; documents the recharge program activities, carry-over accounts status, and other activities performed by the Watermaster during the year. The report is presented in the following chapters:

**Chapter 1: Executive Summary** – provides a summary of the Annual Report.

**Chapter 2: Introduction** – provides background information; discusses the authority under which this report is prepared as well as the purpose of the report; and includes information on the Management Plan, groundwater management zones, and current water quality conditions.

**Chapter 3: Management Plan Activities** – discusses the Watermaster and Technical Advisory Committee (TAC) activities; summarizes agreements, resolutions and task orders issued by the Watermaster; discusses the *Soboba Band of Luiseño Indians Water Settlement Agreement* and the *Soboba Band of Luiseño Indians Water Settlement Act*; the Integrated Recharge and Recovery Program; and *Canyon Operating Plan activities*.

**Chapter 4: Current Water Demand** – provides a discussion of current water demand in the Management Area including groundwater, imported potable and raw water, recycled water; and surface water.

**Chapter 5: Projected Demands** – discusses future demands and planned development in the Management Area.

**Chapter 6: Monitoring, Data Compilation, and Evaluation** – provides discussions of monitoring activities; data compilation of groundwater and monitoring well activities; water sources; and applicable evaluations of the data.

**Chapter 7: Financial Considerations** – provides budget information for the monitoring program, imported water recharge, and carry-over accounts for the year.

**Chapter 8: Tables of Monitoring Programs Summaries and Trends** – provides detail monitoring program information by groundwater management zone for the past 10 years (2013-2022).

**Chapter 9: Figures and Maps** – presents figures and maps of the Management Area, the groundwater management zones, the monitoring programs, and other related maps.

**Chapter 10: Appendices** – presents Watermaster Board meeting minutes; Technical Advisory Committee meeting notes; copies of agreements, resolutions, and task orders executed; contracts approved by the Watermaster during 2022; policies and procedures; and an independent auditor's report.

## **2.1 Management Area**

The Management Area is located in the western portion of Riverside County, California, within the San Jacinto River Watershed and includes the Cities of San Jacinto and Hemet, as well as the unincorporated areas of Winchester, Valle Vista, and Cactus Valley, as presented in Chapter 9, Figure 9-1.

The Management Area encompasses approximately 90 square miles and overlies four (4) groundwater management zones – the Canyon, San Jacinto Upper Pressure, Hemet South, and the Hemet North portion of the Lakeview/Hemet North. The groundwater management zones and Basin Plan Objectives are presented in Chapter 9 on Figure 9-2. It should be noted that only a part of the Lakeview/Hemet North groundwater management zone is included because only the Hemet North portion is within the Management Area.

With the Santa Ana Regional Water Quality Control Board (RWQCB) adoption of the Resolution No. R8-2004-0001 the Basin Plan Objectives for the San Jacinto Upper Pressure groundwater management zone were established as 320 milligrams per liter (mg/L) for Total Dissolved Solids (TDS) and 1.4 mg/L for Total Inorganic Nitrogen (TIN). In 2017, RWQCB adopted Resolution No. R8-2017-0036 to establish the Water Quality Control Plan for the Santa Ana River Basin. Recycled water use as an element of water supply management is important for implementation of the Management Plan. In 2007, EMWD submitted a Maximum Benefit Proposal to the RWQCB which proposed 500 mg/L TDS and 7.0 mg/L TIN water quality objectives for the San Jacinto Upper Pressure groundwater management zone based on maximum beneficial use of recycled water in keeping with the State Water Resources Control Board Resolution No. 68-16, a *Statement of Policy with Respect to Maintaining High Quality Waters in California*. EMWD received final approval of its Maximum Benefit Proposal in April 2012 from the State Water Resources Control Board and Office of Administrative Law in Sacramento. Approval of this proposal allowed increase use of recycled water in the Upper Pressure groundwater management zone.

## **2.2 Background**

The Stipulated Judgment estimates the groundwater safe yield of the Management Area to be approximately 45,000-acre feet per year (AFY). The Stipulated judgment also estimated the long-term basin overdraft to be approximately 10,000 AFY.

In June 2001, a Memorandum of Understanding (MOU) between the California Department of Water Resources (DWR) and the local agencies was executed to cooperatively formulate a comprehensive water management plan for the Hemet/San Jacinto area. A Groundwater Policy Committee (PC) comprised of elected officials representing the Cities of Hemet and San Jacinto, LHMWD, EMWD, and representatives of the private groundwater producers was formed. To

evaluate available information, the PC formed a Technical Advisory Committee (TAC) to compile, share, interpret, and reach agreement on data, define problems, and provide guidance. The PC also formed the Consultants, Attorneys, and Managers (CAM) Committee to develop contractual agreements, side agreements, and memorandums of understanding; to evaluate the financial impacts on the community; and to provide administrative or policy recommendations to the PC. DWR acted as a facilitator for the PC and brought in an outside consultant to assist the TAC and CAM.

Through a collaborative effort, the TAC developed the data set that provided the basis for understanding the area's hydrology, and has identified potentially feasible initiatives, programs, and projects to enhance the dependable yield of the groundwater management zones. The PC and CAM analyzed, discussed, and debated issues of concern that had been on the table for half a century without resolution.

The Management Plan was released in November 2007. The Management Plan, adopted by the governing bodies of the Management Plan participants, has eight primary goals which are to:

- Address pumping overdraft and declining groundwater levels,
- Provide for Soboba Band of Luiseño Indians' prior and paramount water rights,
- Ensure reliable water supply,
- Provide for planned urban growth,
- Protect and enhance water quality,
- Develop cost-effective water supply,
- Provide adequate monitoring for water supply and water quality, and
- Supersede the Fruitvale Judgment and Decree.

In April 2013, a Stipulated Judgment (Judgment), Case Number RIC 1207274, was entered with the Superior Court of the State of California for the County of Riverside adopting the Management Plan and creating the Watermaster. The Watermaster Board replaced the PC as the governing body for the Management Area and is comprised of elected officials representing the Cities of Hemet and San Jacinto, LHMWD, EMWD, and a representative for the private groundwater producers. The Watermaster Board is supported by a TAC, which provides technical assistance as the Board requires.

### **2.3 Authority**

Stipulated Judgment entered on April 18, 2013, in Riverside County Superior Court (Case No. RIC 1207274) requires preparation of an Annual Report by the Watermaster to document activities in any given year. The Court has jurisdiction to enter this Judgment declaring and adjudicating the rights of the parties to the reasonable and beneficial use of the surface water and groundwater in the Management Area, and to impose a method of managing the water supply of the Management Area to maximize the reasonable and beneficial use of the waters, to eliminate overdraft pursuant to the provisions of the Judgment, to protect the prior rights of the Soboba Tribe, and to provide for the use of all water rights recognizing the participating parties priorities pursuant to law, including California Constitution, Article X, Section 2.

The Annual Report is currently prepared by EMWD under contract with the Watermaster.

### **2.4 Purpose of the Report**

This is the tenth Annual Report for the Management Area by the Watermaster. The purpose of the report is to:

- Describe the status of groundwater in the Management Area;

- Discuss water supplies and projected demands for the Management Area;
- Review and evaluate the 2022 data compiled as a result of the Groundwater Monitoring Program;
- Present information on recharge programs and other Watermaster activities in the Management Area; and
- Review 2022 financial considerations.



### **3 Management Plan Activities**

This chapter provides an overview of the Hemet-San Jacinto Watermaster activities during 2022 including the efforts of Technical Advisory Committee (TAC); summary of agreements, resolutions, and Task Orders executed by the Watermaster; role of the *Soboba Band of Luiseño Indians Water Settlement Agreement* and the *Soboba Band of Luiseño Indians Water Settlement Act*; the Integrated Recharge and Recovery Program (IRRP), and Canyon Operating Plan activities.

#### **3.1 Hemet-San Jacinto Watermaster Activities**

The Watermaster Board oversees the implementation of the Judgment and is the decision-making body for the Management Plan. The Watermaster Board is currently supported by its General Counsel (Lagerlof, LLP), and by its Advisor (Behrooz Mortazavi, Principal at Water Resources Engineers Inc.). The General Counsel provides legal advisory services at the direction of the Watermaster Board, and the Advisor provides necessary services at the direction of the Watermaster Board, to assist in the implementation of the Management Plan. During 2022, the Watermaster Board conducted four meetings. List of major agreements and resolutions approved by the Watermaster Board are included in Section 3.3.a and 3.3.b of this report.

Meeting minutes from the Watermaster meetings held during 2022 are included in Chapter 10, Section 10.1 of this Annual Report.

#### **3.2 Technical Advisory Committee Activities**

The TAC was established by the Watermaster to compile, share, interpret, evaluate, and reach agreement on data; to define problems; to address the Watermaster's technical issues; and to make recommendations to the Watermaster Board and Watermaster Advisor on all matters requiring four votes for Watermaster action. TAC members also function as a way to keep the City Councils, Water District Boards of Directors, and participating private groundwater producers fully informed about the implementation of the Judgment and actions taken by the Watermaster.

During 2022, TAC members met four times. Meeting notes from the TAC meetings held during 2022 are included in Chapter 10, Section 10.2 of this Annual Report.

#### **3.3 Agreements, Resolutions, and Task Orders Initiated in 2022**

During 2022, the Watermaster executed agreements, resolutions, and task orders. These are described in the following sections below:

##### **3.3.a Agreements Initiated in 2022**

The Watermaster executed the following Agreements:



- Consulting Services Agreement with Woodard & Curran.
- Consulting Services Agreement with Aerial Information Systems, Inc. (AIS).
- In-Lieu Assignment Agreement with EMWD

Copies of these Agreements are included in Chapter 10, Section 10.3 of this Annual Report.

### 3.3.b Resolutions Initiated in 2022

The Watermaster executed for following Resolutions:

- Resolution 9.7 – Administrative Assessment for 2022.
- Resolution 9.8 – Administrative Assessment for 2023.

A copy of the Resolution is included in Chapter 10, Section 10.4 of this Annual Report.

### 3.3.c Task Orders Initiated in 2022

The Watermaster executed the following Task Order with EMWD:

- Task Order No. 15 – 2022 Water Resources Monitoring Program Support Services.

A copy of the Task Order is included in Chapter 10, Section 10.5 of this Annual Report.

## 3.4 Soboba Settlement Agreement and Act

On June 7, 2006, after eleven years of negotiations, the Soboba Band of Luiseño Indians (Soboba Tribe), Metropolitan Water District of Southern California (MWD), Eastern Municipal Water District (EMWD), Lake Hemet Municipal Water District (LHMWD), and United States (Department of Interior, Department of Justice, Bureau of Indian Affairs) signed the Water Settlement Agreement (Soboba Settlement Agreement).

On March 1, 2007, Congresswoman Mary Bono (CA-45) introduced H.R. 1276 and H.R. 4841, *The Soboba Band of Luiseño Indians Settlement Act of 2007 (Soboba Settlement Act)*, which was co-sponsored by Congressmen Jerry Lewis (R, CA-41), Joe Baca (D, CA-43), and Dale Kildee (D, MI-5). In 2008, Congress passed the Bill and the President signed the Public Law 110-297 (P.L. 110-297) bringing an end to decades of conflict between the Soboba Tribe, the U.S. Government, MWD, EMWD, and LHMWD.

The Soboba Settlement Agreement terminated litigation against MWD, which was filed by the Soboba Tribe in April 2000 (*Soboba Band of Luiseño Indians v. The Metropolitan Water District of Southern California*). That lawsuit sought damages and injunctive relief for the continuing drainage of water from the Soboba Reservation into MWD's nearby San Jacinto Tunnel which was constructed in the 1930s.

The Soboba Settlement Agreement required active management of the groundwater basins which became the basis for the Judgment, implementation of the physical solution to address groundwater overdraft, and formation of the Watermaster. On February 27, 2017, the Watermaster Board approved the revision of the Carry-over accounts to include the Soboba Golf Course productions in the unused Soboba Imported Water calculations.

### 3.5 Soboba Settlement Recharge

The “Physical Solution” as defined in the Stipulated Judgment and Complaint (Judgment), Case Number RIC 1207274, entered with the Superior Court of the State of California for the County of Riverside, identifies groundwater recharge as the preferred method of accomplishing Soboba Settlement Agreement requirements.

The Soboba Settlement Agreement facilitated an agreement between Eastern Municipal Water District and Metropolitan Water District of Southern California for an average delivery of 7,500 acre-feet of water by MWD for 50 years. EMWD, Lake Hemet Municipal Water District, and the Cities of Hemet and San Jacinto, are recharging the San Jacinto Upper Pressure and San Jacinto Canyon groundwater management zones with this water. The Watermaster keeps track of this activity as part of the Carry-over accounts within the Management Area.

Untreated State Water Project (SWP) water was not available for recharge at the IRRP and Grant Avenue Ponds during 2022. Recharge activities at IRRP and Grant Ave Ponds ended on March 31, 2020. Historical imported water recharge records are displayed in Chapter 9 on Figure 9-15.

#### 3.5.a Integrated Recharge and Recovery Program

In April 2006, a contract between EMWD and the California Department of Water Resources was executed for a Groundwater Storage Construction Grant under the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act (Proposition 13). This \$5 million grant assisted in funding the Hemet/San Jacinto Integrated Recharge and Recovery Program (IRRP), and the difference was jointly funded by EMWD, LHMWD, and the Cities of Hemet and San Jacinto. Total cost for this project was approximately \$24.5 million.

The IRRP is defined as the system that receives untreated SWP water from Silverwood Lake and Lake Perris through the existing EMWD Warren Road Pump Station, via the MWD EM-14 connection. IRRP consists of 35 acres of basins or ponds for recharging SWP water, three extraction wells, four monitoring wells, two pump stations (Warren Road Booster (400 horsepower (HP) and Commonwealth Avenue Booster (300 HP)), and approximately 15,918 feet of 39-inch diameter pipeline and 25,314 feet of 33-inch diameter pipeline conveying water to the IRRP recharge ponds. There are also approximately 1,392 feet of lateral connections along the pipeline from the Warren Road Booster Pump Station to the IRRP recharge ponds. Figure 9-4 shows the IRRP recharge facilities. Recharge activities at the IRRP ponds were initiated in June of 2012.

During 2022, recharge water was unavailable from MWD and as a result no untreated SWP water was recharged at the IRRP Ponds.

#### 3.5.b Grant Avenue Ponds

The Grant Avenue Ponds consist of 52 acres of basins or ponds, the Corwin Booster Pump Station (200 HP), and approximately 3,680 feet of 33-inch diameter pipeline and 16,522 feet of 24-inch pipeline running from IRRP to the Grant Avenue Ponds. There is also approximately 500 feet of lateral connections along the section of pipeline from the IRRP Ponds to the Grant Avenue Ponds. The Grant Avenue Ponds are part of the recharge system used for recharging SWP water. The Grant Street Booster Pump Station (200 HP) and approximately 8,792 feet of 24-inch diameter pipeline conveys water to Lake Hemet Municipal Water District. There is approximately 107 feet of lateral connections on the section of pipeline from the Grant Avenue

Ponds to Lake Hemet Municipal Water District. Figure 9-4 shows the Grant Avenue Ponds recharge facilities.

During 2022, recharge water was unavailable from MWD and as a result no untreated SWP water was recharged at the Grant Avenue Ponds.

### 3.6 Canyon Operating Plan

The 2015 Canyon Operating Plan (Canyon Plan) was created through a collaborative effort among Eastern Municipal Water District (EMWD), Lake Hemet Municipal Water District (LHMWD), and the Soboba Band of Luiseno Indians (Soboba Tribe) as part of the 2009 Memorandum of Understanding (2009 MOU) executed by the Canyon Plan Participants in 2009 (Appendix A of the Canyon Operating Plan) [Appendix 10.7] that recognizes an annual groundwater production right of at least 3,000 acre-feet per year (AFY) in the Canyon Subbasin to the Soboba Tribe. Should groundwater conditions in the Canyon Subbasin decline to a point where pumping from the Soboba Tribe’s wells in the Canyon Subbasin is insufficient to meet their demands, EMWD and LHMWD are obligated to supply the Soboba Tribe with up to 3,000 AFY of supplemental water in the Canyon Subbasin. The goal of the Canyon Plan, therefore, is to provide for the management of the Canyon Subbasin in such a manner as to minimize delivery of supplemental water to the Soboba Tribe. This goal is achieved through annual monitoring of the Canyon Subbasin and evaluation of the encountered conditions against various pre-set trigger points (based on storage curves) that may prompt restrictions on net pumping by EMWD and LHMWD or require additional imported water recharge at the Grant Avenue Ponds for the Soboba Tribe.

The result of the Spring 2022 monitoring indicated that the Canyon Subbasin was in the “Proactive” stage (as defined by the Canyon Plan), which limited total 2022 production by EMWD and LHMWD to 6,786 AF. Untreated SWP water was unavailable from MWD resulting in no recharge at the Grant Avenue Ponds located in the Canyon Subbasin. A summary of the 2022 status of the Canyon Subbasin is shown below in Table 3-1 and the Canyon Operating Plan 2022 Annual Report is presented in Appendix 10.7.

**Table 3-1: Summary of 2022 Canyon Operating Plan Status**

Calendar Year	Status of Canyon Subbasin	Pumping Limitations (EMWD and LHMWD) [AF]	EMWD Pumping (AF)	LHMWD Pumping (AF)	Recharge at Grant Avenue Ponds (AF)	Diversion at Grant Avenue Ponds (AF)
2021	Proactive	7,411	1,828	3,924	0	15
2022	Responsive	6,786	1,148	4,240	0	35.47



## 4 Current Water Supply

The municipal water supply in the Hemet/San Jacinto Groundwater Management Area (Management Area) is primarily the responsibility of four entities: Eastern Municipal Water District (EMWD), Lake Hemet Municipal Water District (LHMWD), the City of Hemet, and the City of San Jacinto. In addition, private groundwater producers and the Soboba Band of Luiseño Indians extract groundwater for their respective uses. Groundwater, imported water (treated and raw), surface water, and recycled water are the primary sources of water supplies to the Management Area. Table 4-1 summarizes the 2022 water demands. Chapter 9, Figure 9-5 shows the boundaries of the major water purveyors in the Management Plan area.

### 4.1 Groundwater

Groundwater is, and historically has been, the primary source of supply in the Management Area. In addition to the Soboba Tribe and other private producers, EMWD, LHMWD, and the Cities of Hemet and San Jacinto produce groundwater from various areas of the Canyon, San Jacinto Upper Pressure (SJUP), and Hemet North and South groundwater management zones. Groundwater management zones (GMZ) are shown in Chapter 9, Figure 9-2.

The City of San Jacinto extracts groundwater from the San Jacinto Upper Pressure GMZ, and the City of Hemet extracts groundwater from both the San Jacinto Upper Pressure and Hemet South GMZ. EMWD and LHMWD both extract groundwater from the Canyon, San Jacinto Upper Pressure, and Hemet South GMZ. None of the municipal producers currently extract groundwater from the Hemet North portion of the Lakeview/Hemet North GMZ. Private producers extract groundwater from all four GMZs and the Soboba Tribe extracts from the Canyon and San Jacinto Upper Pressure GMZs.

During 2022, approximately sixty two percent (62%) [24,247AF] of the 39,120 acre-feet (AF) of groundwater produced in the Management Area was produced from the San Jacinto Upper Pressure GMZ, with lesser amounts produced from the Canyon, Hemet South, and Hemet North GMZs.

### 4.2 Imported Water

EMWD is one of the twenty-six member agencies of the Metropolitan Water District of Southern California (MWD) that has access to imported water directly from MWD. MWD imports and sells

State Water Project (SWP) water from northern California and Colorado River Water (CRW) via the Colorado River Aqueduct (CRA) both as raw water and treated water.

**Table 4-1: 2022 Water Demand Estimates**

2022*		EMWD	LHMWD	City of Hemet	City of San Jacinto	Private Pumpers	Soboba Tribe	Totals
Groundwater	Canyon	1,148	4,240	0	0	946	1,132	<b>7,466</b>
	SJUP	5,701	4,593	150	2,575	5,485	1,030	<b>19,534</b>
	Hemet North	0	0	0	0	2,817	0	<b>2,817</b>
	Hemet South	480	280	2,309	0	1,521	0	<b>4,590</b>
	IRRP Wells	2,709	368	1,529	107	0	0	<b>4,713</b>
	<b>Total</b>	<b>10,038</b>	<b>9,481</b>	<b>3,988</b>	<b>2,682</b>	<b>10,769</b>	<b>2,162</b>	<b>39,120</b>
Surface Water (SJ River)		0	668	0	0	0	0	<b>668</b>
In-Lieu Recharge		0	0	0	0	0	0	<b>0</b>
Imported Raw Water		76	4,682	0	0	89	0	<b>4,847</b>
Imported Treated by EMWD		1,981	0	0	0	0	0	<b>1,981</b>
Recycled Water		0	0	0	0	10,437	0	<b>10,437</b>
In-Lieu Recycled Water (Subsidized)		0	0	0	0	2,273	0	<b>2,273</b>
<b>Totals</b>		<b>12,095</b>	<b>14,831</b>	<b>3,988</b>	<b>2,682</b>	<b>23,568</b>	<b>2,162</b>	<b>59,326</b>

\*Note – All values are rounded to nearest Acre Feet, totals may deviate slightly from the sum of the rounded values.

Treated MWD water can reach the Management Area via EMWD’s Simpson/Patterson Booster Pumping Station and may include blends of imported water and desalinated groundwater from wells west of the Management Area due to the complexity of the distribution system. SWP water enters the EMWD distribution system at the Mills Water Filtration Plant (MWD turnouts EM-12A and EM-23). CRW can enter the EMWD distribution system from the Perris Water Filtration Plant (EM-4). EMWD receives a blend of SWP water and CRW supplies from the MWD Skinner Water Filtration Plant via the Auld Road Booster Pumping Station (EM-17). Untreated SWP water can enter the Perris Water Filtration Plant from EM-22 turnout. Untreated CRW enters the EMWD distribution system at the EM-1 turnout and is delivered to the dairy participants along Ramona Expressway. A separate distribution system for imported raw SWP water (EM-14) is maintained for the purpose of raw water feed to EMWD’s Hemet Water Filtration Plan (HWFP), groundwater

recharge, and some agricultural customers in both EMWD's and LHMWD's service areas. Under emergency conditions, EM-14 can receive CRW, but this water is not recharged into the groundwater basins. Figure 9-6 shows the imported water conveyance system.

#### **4.2.a Hemet Water Filtration Plant**

EMWD constructed the Hemet Water Filtration Plant (HWFP) in 2006, located on a 4.5 acre parcel at the intersection of Kirby Street and Commonwealth Avenue in Hemet. The plant can receive raw SWP water from Silverwood Lake and Lake Perris, or raw CRW from the Colorado River Aqueduct, through the existing EMWD Warren Road Pump Station (EM-14). Once treated, the water enters EMWD's potable water distribution system.

The HWFP, with a capacity of 12 million gallons per day (MGD), or 13,400 acre feet per year (AFY), meets the current demand as described in EMWD's Master Plan. Due to increasingly large projected demands for the area, the plant was constructed with the capability of being expanded to 44,800 AFY.

The HWFP must be operated at a constant flow rate. Therefore, at times when demand in the Management Area is less than plant production, water treated at the HWFP leaves the Management Area. Watermaster requires the amount of treated water leaving the Management Area be less than the amount produced by the HWFP. During 2022, the HWFP treated 7,347 AF of water of which 5,366 AF was exported outside the Management Area, an insignificant volume (0.26 AF) was imported into the Management Area via the Simpson/Patterson booster pump station, resulting in 1,981 AF being used within the Management Area.

#### **4.2.b North San Jacinto Water Supply Pipeline**

In addition to the EM-14 imported water delivery system in the Management Area, EMWD has a MWD water connection (EM-1), which provides raw (untreated) CRW to six dairy property owners in the Management Area. In turn, the property owners have agreed to reduce their groundwater extraction by substituting the imported raw water for groundwater extraction. A surcharge for every acre foot of water used, regardless of whether it is the imported raw water or groundwater, is paid by each property owner to support a portion of this system's capital cost which includes a pipeline, a pump station, and a connection to the MWD system.

Both the property owners and Management Plan participants benefit from this project. The property owners benefit in that the project reduces drawdown of groundwater levels and provides water supply reliability, thereby maintaining existing business practices. The Management Plan benefits since groundwater extractions are reduced, which is equivalent to an equal amount of recharge to the basin, which is the most beneficial use of this vital resource and a cost-effective method of increasing local supply. The decreased groundwater extraction helps to stabilize over-drafted areas in the Lakeview/Hemet North and San Jacinto Upper Pressure GMZs. It should be noted that CRW has higher salinity, which may have negative impact on the water quality of the Management Area.

During 2022, the North San Jacinto Water Supply Pipeline served 140 AF of raw water to the dairies, with 89 AF of that amount served within the Management Area.

### **4.3 Recycled Water**

Recycled water in the Management Area is generally supplied by the San Jacinto Valley Regional Water Reclamation Facility (SJVRWF) but can also be supplied from the Winchester Ponds,

Moreno Valley Regional Water Reclamation Facility (MVRWRF), or the Perris Valley Regional Water Reclamation Facility (PVRWRF).

The SJVRWRF is a 256-acre wastewater treatment facility that serves the population living within its 167-square-mile service area. The SJVRWRF has a current capacity of 14 MGD with ultimate expansion at the plant envisioned to be 27 MGD. The wastewater is treated and recycled for use by agricultural and landscape customers within the Management Area as well as other areas such as the 10,000-acre San Jacinto Wildlife Area adjacent to Lake Perris. Recycled water from this plant also sustains the Hemet/San Jacinto Multipurpose Constructed Wetlands, an approximately 50-acre site adjacent to the plant constructed to provide additional treatment, multi-species habitat, environmental enhancement, education, and other public benefits.

The Winchester Ponds are located on an approximately 160-acre site on Simpson Road in the unincorporated community of Winchester. They are used for storage of recycled water from the Perris and Temecula Valley RWRFs. The water is sold and transported to various users within EMWD's service area including customers within the Management Area.

The PVRWRF and the MVRWRF can, based on operational necessity, supply recycled water to users in the Management Area via a pipeline through Lakeview. Figure 9-7 shows the recycled water facilities described within and outside the Management Area.

During 2022, recycled water usage in the Management Area totaled 12,710 acre-feet which included 2,273 AF of in lieu recycled water subsidized by the Hemet-San Jacinto Watermaster.

#### 4.3.a Recycled Water In-Lieu Project

This project supplies recycled water from the SJVRWRF for agricultural irrigation in-lieu of pumping from the San Jacinto Upper Pressure groundwater management zone. The project allows for delivery of up to 8,540 AFY of recycled water to Rancho Casa Loma and the Scott Brothers Dairy (known as In-lieu Project Participants). The project construction cost was jointly funded by EMWD, LHMWD, and the Cities of Hemet and San Jacinto. Agreements were executed with Rancho Casa Loma and Scott Brothers Dairy in 2008 that set limits on groundwater production in return for a low rate for recycled water purchases. The EMWD recycled water rate due by the In-lieu Participants is subsidized by the Watermaster.

During 2022, 2,612 AF and 1,186 AF of recycled water was delivered to Rancho Casa Loma and Scott Brothers Dairy respectively, for a total of 3,798 AF of recycled water. The in-lieu portion of this delivery subject to Watermaster subsidy was 2,273 AF.

#### 4.4 Surface Water

The Management Area is drained by the San Jacinto River, which rises in and drains the western slopes of the San Jacinto Mountains. Waterways tributary to the river include the North and South Forks, Strawberry Creek, Indian Creek, Poppet Creek, and Bautista Creek. The San Jacinto River and its tributaries are ephemeral, that is, they flow only when enough precipitation occurs to produce runoff and much of this flow infiltrates to groundwater. When storms are unusually intense and prolonged, the ground saturates and the remaining precipitation runs off outside the Management Area. The river recharges the groundwater basin in the area southeast of the City of San Jacinto. The river then flows northwest past the Lakeview Mountains before turning southwest to flow across the Perris Valley toward Lake Elsinore. The San Jacinto River ultimately flows into Lake Elsinore via Railroad Canyon and Canyon Lake. Lake Elsinore, when full, overflows into Temescal Wash, which joins the Santa Ana River near Prado Dam.

Based on USGS stream gage data, during 2022, river flows were considerably lower than 2021 conditions and well below the long-term average for the year.

#### 4.4.a Surface Water Diversions

EMWD and LHMWD both hold water rights on the San Jacinto River allowing them to divert water when river flows are sufficient.

LHMWD holds pre-1914 rights for the diversion and storage of surface water from the San Jacinto River and its tributaries. These diversions take place at Lake Hemet, Strawberry Creek, plus the North and South Forks of the San Jacinto River. During 2022, LHMWD diverted 668 AF of surface water – 0 AF at Lake Hemet; 19 AF at South Fork; 528 AF at North Fork; and 121 AF at Strawberry Creek. LHMWD diverted 668 AF of surface water, of which 668 AF was directly used and 0 AF of surface water diverted and beneficially recharged into the Management Area by LHMWD.

EMWD's diversion and storage of San Jacinto River surface water takes place in the Canyon groundwater management zone at the Grant Avenue Ponds in the Valle Vista area. Per the Stipulated Judgment and diversion License No. 10667, EMWD is required to store any diverted water into the groundwater aquifer. During calendar year 2022, EMWD diverted 35 AF of surface water for recharge into the groundwater basin.







## 5 Projected Demands Update

In 2022, development slightly decreased from levels seen in 2021. EMWD has identified over 23 projects with 1,891 proposed homes with recent construction activity. In addition to the projects under construction, there are 24,789 homes proposed (in the planning/design phase) in the area along with 335 acres of non-residential development. Although these projects may take many years to enter the market, they will bring with them a significant amount of new water demand. A summary of the 2022 development is presented below based on information obtained from EMWD:

**Table 5-1: New Development within the Management Area in 2022**

Month	Completed EDUs
January	63
February	83
March	61
April	61
May	8
June	71
July	43
August	78
September	148
October	32
November	10
December	23
<b>2022 Total</b>	<b>681</b>

Such new developments bring water supply challenges, and water purveyors continue to pursue new and efficient ways to accommodate growth. This includes exploring new options and opportunities for storing and using recycled water, requiring new development to be water efficient, and encouraging water efficiency through allocation based tiered rates or other conservation rate structures.

### 5.1 Planned Development

EMWD maintains a database of proposed development projects within its boundaries. To assist in forecasting demand, projects can be separated into two categories based on status, active construction and planned construction. Projects are considered in active construction from survey staking through completion phases. Planned construction includes projects in planning and design phases, starting with agency review through active construction.

Table 5-2 provides summarized information on projects under development in the Management Area.

Each EDU represents 0.49 acre-feet per year (AFY) of demand. The water demand shown is based on the number of residential units in each project and the acres of non-residential use. These demand projections are for planning purposes only and may change as information becomes available and projects are finalized.

Due to recent economic developments, completing a project in the active construction category could take up to nine years. Timing for completion of a project still in planning could be up to 25 years in the future. Time frames are approximate with multiple factors affecting development including economic patterns and/or environmental constraints.

A map of proposed projects categorized by status in the Management Area is shown in Chapter 9, Figure 9-8.

**Table 5-2: Projects Under Development in the Management Area\***

Entity/ Category	EMWD		LHMWD		City of Hemet		City of San Jacinto		Totals	
	EDU	AFY	EDU	AFY	EDU	AFY	EDU	AFY	EDU	AFY
<b>Active Construction</b>										
<b>Residential</b>	2,360	1,156	38	19	0	0	172	84	2,569	1,259
<b>Non-Residential</b>	270	132	0	0	0	0	0	0	270	132
<b>Planning (Planning &amp; Design)</b>										
<b>Residential</b>	28,548	13,989	1,635	801	7	3	1,065	522	31,255	15,315
<b>Non-Residential</b>	1,712	839	350	172	692	339	12	6	2,766	1,355

\* Table 5-2 presents 4<sup>th</sup> Quarter 2022 data from EMWD’s Database of Proposed Projects (DOPP). The DOPP aggregates active and future residential and non-residential projects compiled from Zonda and available planning notices.

**5.2 Future Demands**

Projections for future demand for the private groundwater pumpers and the Soboba Reservation were initially estimated in conjunction with the Soboba Band of Luiseno Indians and the private pumpers as part of the Operational Yield Study (WRIME, Inc., 2003). At that time, the projection for the private pumpers’ extraction was fixed at 32,000 acre feet (AF). In this report, the projections for the private pumpers are further refined using the data in Table 5-2 to determine projected agricultural demand reduction. Agricultural acreage and its water demand are reduced by the amount of development anticipated.

**5.3 Urban Water Management Plans**

Water Code Section 10620(a) of the Urban Water Management Planning Act requires urban water suppliers to prepare and adopt an Urban Water Management Plan (UWMP) and sets forth parameters for doing so. Each UWMP is to assess current and projected water supplies; evaluate demand and customer type; evaluate reliability of water supplies; describe conservation

measures implemented by the water supplier; provide a response plan for times of water shortage; and compare supply and demand projections. UWMPs must be updated every five years and the 2020 UWMP update was completed in June 2021.

Urban water suppliers with 3,000 or more connections are required to prepare an UWMP. In 2020, EMWD, Lake Hemet Municipal Water District (LHMWD), and the water departments of the cities of Hemet and San Jacinto each prepared an UWMP and demand projections from those plans as shown on Table 5-3. EMWD’s demand has been adjusted to account for only the portion of EMWD that is within the Management Area.

The Water Conservation Act of 2009, Senate Bill X7-7 (SB X7-7) set a requirement for water agencies to reduce their per capita water use by the year 2020. The overall goal was to reach a statewide per capita urban water use reduction of 20 percent by December 31, 2020, with an intermediate goal of 10 percent reduction by December 31, 2015. In the 2010 UWMPs, urban suppliers were required to set targets and supply a plan to reduce per capita water consumption. Demand reduction could have been achieved through both conservation and the use of recycled water as a potable demand offset. As reported in the 2020 UWMP, EMWD customers’ individual demands was 125 gallons per capita per day (gpcd) in 2020, meeting the final target of 176 gpcd set by the Water Conservation Act for 2020. LHMWD’s 2020 Final Urban Water Use Target was 142 gpcd, and actual water use in 2020 was 137 gpcd. The City of Hemet’s 2020 Final Urban Water Use Target was 139 gpcd, and actual water use in 2020 was 114 gpcd. The City of San Jacinto’s 2020 Final Urban Water Use Target was 147 gpcd, and actual water use in 2020 was 131 gpcd. Therefore, all of the agencies in the Management Area met their 2020 final targets.

Water supplies in the Management Area are expected to be adequate for meeting demands over 20 years into the future. Future demand projections are summarized in Table 5-3.

**Table 5-3: Future Demand Projections**

<b>Entity / Year</b>	<b>2025 (AF)</b>	<b>2030 (AF)</b>	<b>2035 (AF)</b>	<b>2040 (AF)</b>	<b>2045 (AF)</b>
<b>1. EMWD</b>	<b>13,900</b>	<b>14,600</b>	<b>15,400</b>	<b>16,000</b>	<b>16,700</b>
<b>2. LHMWD</b>	<b>16,969</b>	<b>17,486</b>	<b>18,035</b>	<b>18,616</b>	<b>N/A</b>
<b>3. City of Hemet</b>	<b>4,167</b>	<b>4,245</b>	<b>4,324</b>	<b>4,405</b>	<b>4,488</b>
<b>4. City of San Jacinto</b>	<b>3,047</b>	<b>3,290</b>	<b>3,551</b>	<b>3,836</b>	<b>4,140</b>
<b>5. Private Pumpers</b>	<b>24,000</b>	<b>22,000</b>	<b>20,000</b>	<b>18,000</b>	<b>16,000</b>
<b>6. Soboba Reservation *</b>	<b>3,215</b>	<b>3,520</b>	<b>3,825</b>	<b>4,010</b>	<b>4,025</b>
<b>Totals</b>	<b>65,298</b>	<b>65,141</b>	<b>65,135</b>	<b>64,867</b>	<b>N/A</b>

\* These figures are based on the Soboba Water Development Schedule per the Settlement Agreement that went into effect in 2012.

### 5.3.a Eastern Municipal Water District

Eastern Municipal Water District's UWMP projects the retail population served will grow from 603,950 in year 2020 to 807,200 in year 2045. Based on 2020 Census data, EMWD provides retail water service to a population of roughly 52,000 within the management area. EMWD's UWMP describes water supplied from four sources of supply: imported water purchased from MWD, local potable groundwater, local desalted groundwater, and recycled water. It is anticipated that the majority of the water demands within EMWD's jurisdiction as a result of future development will be met through additional water imports from MWD supplemented by local supplies. Local supplies include an increase in desalination of brackish groundwater, recycled water use, and water use efficiency.

In the MWD's 2020 Urban Water Management Plan (2020 UWMP-MWD), MWD analyzed the reliability of water delivery through the State Water Project (SWP) and the Colorado River Aqueduct (CRA) and concluded that with the storage and transfer programs developed by MWD, MWD will have a reliable source of water to serve its member agencies' needs through 2045 during normal, historic single-dry and historic multiple-dry years. Unprecedented shortage will be addressed through the principles of the Water Surplus and Drought Management Plan as described in the 2020 UWMP-MWD.

In an effort to limit dependency on imported water from MWD, EMWD has developed several programs designed to take advantage of local resources. High-quality groundwater is a source of water for local customers in the Management Area. In June 2022, EMWD commissioned a third desalination facility to recover poor quality groundwater with high total dissolved solids (TDS) levels in the area outside of the Management Area. The product water from the desalters enters EMWD's potable distribution system. Part of managing groundwater responsibly requires the replacement of groundwater extracted beyond the safe yield. Groundwater extraction in the Management Area above EMWD's allocated amounts will be replaced with imported water as part of the Judgment implementation.

Recycled water is extensively used in EMWD's service area in place of potable water. To offset municipal demand, recycled water is consumed to irrigate landscaping and industrial uses. The majority of EMWD's agricultural customers also use recycled water. In some cases, recycled water is used by agricultural customers' in-lieu of groundwater production, increasing the amount of groundwater available for municipal use without increased recharge. Currently, the use of recycled water is limited by the amount available to serve during peak demands with large storage occurring during off peak periods. EMWD has developed plans to eliminate discharge, to use all of the recycled water available within the District, to offset demand of existing potable customers, to include retrofit of potable water landscape customers, and indirect potable recharge.

In addition, EMWD has continued to promote water use efficiency through measures such as: a budget based tiered rate structure, which was recently expanded to include some CII customers, requirements for water efficiency in new construction, and an active conservation program offering rebates and incentives for efficient fixtures and removal of non-functional turf. Through these methods of reducing water use and increasing recycled water use, EMWD has reduced potable demand to meet the requirements of SB X7-7.

Continued efficient water use, responsible groundwater management, and increased recycled water use will reduce EMWD's demand for imported water and increase water supply

reliability. EMWD's UWMP is available on EMWD's website at [www.emwd.org](http://www.emwd.org) and the 2020 UWMP-MWD is available on MWD's website at [www.mwdh2o.com](http://www.mwdh2o.com).

### 5.3.b Lake Hemet Municipal Water District

Lake Hemet Municipal Water District's UWMP projects the population served will grow from 54,320 in year 2020 to 71,772 in year 2040. LHMWD currently serves its customers from three main sources of supply: locally pumped groundwater; surface water and released water from Lake Hemet diverted from the San Jacinto River system; and water purchases from EMWD. Locally produced groundwater will be limited by the provisions of the Judgment and supplemented by recharge of imported water. Surface water is released from Lake Hemet and then diverted for direct beneficial use. Based on the LHMWD's UWMP, projected water purchases from EMWD are limited to 1,300 AFY and used for both domestic and agricultural purposes. Recycled water is also proposed as a potential water supply. Recycled water would be purchased from EMWD and used for citrus agriculture. Facilities must be developed and peak supply needs must become available for use of recycled water to occur. LHMWD has met its SB X7-7 per capita water use efficiency target. According to the LHMWD UWMP, projected supply will meet demand through the year 2040.

### 5.3.c City of San Jacinto

The City of San Jacinto's UWMP projects that all future demands will be met through groundwater. The city will see an increase in population in its water service area from 17,993 in year 2020 up to 33,386 in year 2045. At the same time, demand will increase from 2,650 AFY in year 2020 up to 4,140 AFY in year 2045, and groundwater will be a reliable source of supply. The City of San Jacinto has met its SB X7-7 per capita water use efficiency target. According to the UWMP, projected supply will meet demand through the year 2045.

The city's water department does not provide water to the entire city area. During 2022, the city produced 2,575 AF of groundwater, and EMWD supplied 4,104 AF of potable water deliveries to customers (domestic and agricultural) within the San Jacinto city limits.

### 5.3.d City of Hemet

The City of Hemet UWMP also projects that all demand will be met using groundwater. The city will see an increase in population in its water service area from 30,433 in year 2020 up to 33,386 in year 2045. The demand for water in the City of Hemet water service area will increase from 3,891 AFY in 2020 up to 4,488 AFY in 2045, and groundwater will be a reliable source of supply. The City of Hemet has met its SB X7-7 per capita water use efficiency target. According to the UWMP, projected supply will meet demand through the year 2045.

The city's water service area does not cover the entire city area. During 2022, the city produced 2,460 AF of groundwater, and EMWD supplied 8,206 AF of potable water deliveries to customers (domestic and agricultural) within the Hemet city limits.





## 6 Monitoring, Data Compilation, and Evaluation

The Monitoring Programs of the Hemet/San Jacinto Groundwater Management Area (Management Area) collects, compiles, and analyzes groundwater-related data for the Hemet-San Jacinto Watermaster (Watermaster). These programs are funded by the Watermaster and provide the information necessary for a comprehensive view of the Management Area.

As a contractor to the Watermaster, Eastern Municipal Water District's (EMWD's) Water Resources and Facilities Planning Department serves as the Monitoring Program lead agency. EMWD, Lake Hemet Municipal Water District (LHMWD), the Cities of Hemet and San Jacinto, and the Soboba Tribe provide data on their wells and assist in communicating with the private well owners in their respective jurisdictions.

Data management and reporting are critical activities that occur in concurrence of data collection. Collected data are compiled and entered into EMWD's Regional Water Resources Database on a monthly basis.

This chapter summarizes the monitoring activities and the results of the analyses of the monitoring data. It also provides other pertinent information regarding activities in the Management Area such as well permits issued, rainfall, conjunctive use, groundwater recharge, recycled water, groundwater storage, and surface water flows.

### 6.1 Groundwater Monitoring

The Groundwater Monitoring Program of the Management Plan collects, compiles, and analyzes groundwater data, provides the information necessary for a comprehensive view of the Management Area and contain the following major elements:

- Groundwater Level Monitoring;
- Groundwater Quality Monitoring;
- Groundwater Extraction Monitoring; and
- Inactive Well Capping/Sealing.

A map of the wells included in the Groundwater Monitoring Program is provided in Chapter 9 on Figure 9-3.

#### 6.1.a Groundwater Level Monitoring

Static groundwater level measurements are collected twice a year; in the spring following winter rains, and in the fall following the dry season; on as many wells as possible. The spring measurements are generally collected in March to April, and fall measurements are generally collected in October to November. The number of available wells to collect data from varies



year to year due to various reasons such as changes in access agreements, physical well access, and usage of the well. Wells are required to be turned off for at least 24 to 48 hours prior to taking a static water level measurement. In some cases, wells may be in use during the semi-annual collection of water levels making the gathering of static water level measurements infeasible at that location. Table 6-1 and Table 6-2 show static water levels measured during the calendar year, as well as the number of similar wells measured in 2021 and 2022.

During Spring 2022, 162 wells were measured for static depth-to-water. Only 138 of these wells were the same as the ones measured in Spring 2021 and changes between 2021 and 2022 measurements for these 138 wells are shown in Table 6-1. Table 6-1 shows the number of measurements collected in each groundwater management zone and the number of wells where depth-to-water measurements increased or decreased more than 10 feet from the previous year (2021).

During Fall 2022, 146 wells were measured for static depth-to-water. Only 132 of these wells were the same as the ones measured in Fall 2021 and changes between 2021 and 2022 measurements for these 132 wells are shown in Table 6-2. Table 6-2 shows the number of measurements collected in each groundwater management zone and the number of wells where depth-to-water measurements increased or decreased more than 10 feet from the previous year (2021).

The number of measurements taken in each groundwater management zone for years 2013-2022 is shown in Chapter 8 in Table 8-1. The minimum and maximum measurements for years 2013 through 2022 can be found in Chapter 8 in Table 8-2. A map showing the change in groundwater elevation from Spring 2021 to Spring 2022 can be found in Chapter 9 on Figure 9-9. A map showing the change in groundwater elevation from Fall 2021 to Fall 2022 can be found in Chapter 9 on Figure 9-10.

**Table 6-1: 2022 Spring Groundwater Level Monitoring Program in the Management Area**

Groundwater Management Zone	Wells Measured Spring 2022	Spring 2021-2022 Wells	Groundwater Elevation Decrease $\geq 10$ ft	Groundwater Elevation Increase $\geq 10$ ft	Minimum Depth to Water (ft)	Maximum Depth to Water (ft)
Canyon	14	13	10	0	0.1	260.7
S.J. Upper Pressure	74	66	12	5	21.1	548.1
Hemet North	18	16	0	0	160.1	242.3
Hemet South	56	43	2	0	20.0	363.5
<b>Totals</b>	<b>162</b>	<b>138</b>	<b>24</b>	<b>5</b>	<b>0.1</b>	<b>548.1</b>

**Table 6-2: 2022 Fall Groundwater Level Monitoring Program in the Management Area**

Groundwater Management Zone	Wells Measured Fall 2022	Fall 2021-2022 Wells	Groundwater Elevation Decrease $\geq 10$ ft	Groundwater Elevation Increase $\geq 10$ ft	Minimum Depth to Water (ft)	Maximum Depth to Water (ft)
Canyon	10	8	3	1	0.1	289.8
S.J. Upper Pressure	66	60	9	5	21.1	567.0
Hemet North	18	18	1	0	158.7	241.5
Hemet South	52	46	0	2	18.0	390.2
<b>Totals</b>	<b>146</b>	<b>132</b>	<b>13</b>	<b>8</b>	<b>0.1</b>	<b>567.0</b>

6.1.b Groundwater Quality Monitoring

During 2022, annual water quality samples were collected at 79 wells. EMWD collected the samples on available private domestic, or agricultural wells, in addition to wells owned by EMWD. LHMWD and the Cities of Hemet and San Jacinto collected samples on their drinking water wells and forwarded them to EMWD for analysis and compilation. The number of wells sampled for years 2013 through 2022 can be found in Chapter 8 in Table 8-3.

Of the 76 private and municipal wells sampled in 2022, 56 had an existing operable pump while 20 required having a pump set in the well in order to obtain a sample. Sampling a non-operable well without pumping equipment requires the use of a sampling rig to set a temporary pump and is more time consuming. The Standard Operating Procedures, as outlined in the Groundwater Monitoring Program, were followed for all sampling events. Typical constituents tested in the annual water quality sampling effort are listed in Table 6-3.

**Table 6-3: Constituents Tested in a Typical Groundwater Quality Sample**

Type	Constituent:
<b>Cations</b>	<b>Calcium (Ca)</b>
	<b>Magnesium (Mg)</b>
	<b>Potassium (K)</b>
	<b>Silica (SiO<sub>3</sub>)</b>
	<b>Sodium (Na)</b>
<b>Anions</b>	<b>Chloride (Cl)</b>
	<b>Fluoride (F)</b>
	<b>Sulfate (SO<sub>4</sub>)</b>
<b>Nitrogens</b>	<b>Nitrate (NO<sub>3</sub>)</b>
	<b>Nitrate as Nitrogen (NO<sub>3</sub>-N)</b>
	<b>Nitrite as Nitrogen (NO<sub>2</sub>-N)</b>
	<b>NOX</b>
<b>Misc.</b>	<b>Hardness</b>
	<b>Total Alkalinity as CaCO<sub>3</sub></b>
	<b>Total Dissolved Solids (TDS)</b>

Generally, the best quality groundwater occurs along the San Jacinto River in the Canyon and San Jacinto Upper Pressure groundwater management zones, where significant municipal extraction occurs. It should be noted that groundwater quality and the character of groundwater are determined by a number of factors including mineral content of sediments, recharge and drainage patterns, historic land use practices, and casing screen intervals and depths of wells sampled.

Table 6-4 and Table 6-5 show the number of wells sampled, the number of wells within each range of values for Total Dissolved Solids (TDS) and Nitrate as Nitrogen (NO<sub>3</sub>-N) in milligrams per liter (mg/L), and the minimum and maximum detection of TDS and NO<sub>3</sub>-N for each groundwater management zone for 2022. TDS has a secondary Maximum Contaminant Level (MCL) concentration of 500 mg/L and NO<sub>3</sub>-N has a primary MCL concentration of 10 mg/L.

Forty-seven (47) of the ninety (90) samples analyzed for TDS reported values below the secondary MCL of 500 mg/L. Sixty-five (65) of the seventy-nine (79) samples analyzed for NO<sub>3</sub>-N reported values below the primary MCL for NO<sub>3</sub>-N. The well with the highest TDS value is located on the northern portion of Hemet South groundwater management zone with a TDS value of 1,440 mg/L. The well reporting the highest TDS concentration in 2022 also reported a TDS value of 1,440 mg/L in 2020 and 2021. The well with the highest NO<sub>3</sub>-N value is located in the eastern-most portion of the Hemet South groundwater management zone with a NO<sub>3</sub>-N value of 42.0 mg/L in 2022. The well reporting the highest concentration of NO<sub>3</sub>-N in 2022 also reported a NO<sub>3</sub>-N value of 44.1 mg/L in 2021 and 46.0 mg/L in 2020.

**Table 6-4: 2022 TDS Groundwater Quality Monitoring in the Management Area**

TDS Concentration (mg/L)	Hemet North	Hemet South	San Jacinto Canyon	San Jacinto Upper Pressure	Total/Absolute min/max
0-500	2	2	9	34	47
500-750	12	6	1	1	20
750-1,000	2	6	1	1	10
> 1,000	3	8	0	2	13
<b>Total</b>	<b>19</b>	<b>22</b>	<b>11</b>	<b>38</b>	<b>90</b>
<b>Minimum*</b>	<b>452</b>	<b>216</b>	<b>228</b>	<b>193</b>	<b>193</b>
<b>Maximum*</b>	<b>1,260</b>	<b>1,440</b>	<b>914</b>	<b>1,190</b>	<b>1,440</b>

\*Well with minimum and maximum values in 2022 vary from the wells with minimum and maximum values in 2021.

**Table 6-5: 2022 NO<sub>3</sub>-N Groundwater Quality Monitoring in the Management Area**

Nitrate Concentration (mg/L)	Hemet North	Hemet South	San Jacinto Canyon	San Jacinto Upper Pressure	Total
0.0-2.5	11	4	7	27	49
2.5-5.0	3	5	1	1	10
5.0-7.5	3	2	0	0	5
7.5-10.0	0	0	0	1	1
10.0-20.0	2	4	0	0	6
> 20.0	0	6	0	2	8
<b>Total</b>	<b>19</b>	<b>21</b>	<b>8</b>	<b>31</b>	<b>79</b>
<b>Minimum*</b>	<b>ND</b>	<b>ND</b>	<b>ND</b>	<b>ND</b>	<b>ND</b>
<b>Maximum*</b>	<b>14.3</b>	<b>42.0</b>	<b>2.6</b>	<b>39.8</b>	<b>42.0</b>

\*Well with minimum and maximum values in 2022 vary from the wells with minimum and maximum values in 2021.

A map showing TDS concentrations at individual wells in the Management Area is provided in Chapter 9 on Figure 9-11. A map showing NO<sub>3</sub>-N concentrations at individual wells in the Management Area is provided in Chapter 9 on Figure 9-12. The analytical results (TDS and Nitrate as Nitrogen) of the wells sampled for years 2013 through 2022 is provided in Chapter 8 in Table 8-4.

### 6.1.c Groundwater Extraction Monitoring

Groundwater extraction from 157 wells in the Management Area were monitored in 2022. Monthly meter reads are conducted at 119 well sites, of which 43 meter reads are reported to EMWD. Also, monthly extraction rates at 38 non-metered well sites are estimated. Estimated extraction rates are based on various factors including acreage, crop type, seasonal effect, and in the case of dairies, number of livestock.

Groundwater extraction in the Management Area during 2022 totaled 39,120 AF. Of the 39,120 AF of groundwater extraction, 26,189 AF (67%) was by municipalities, 10,769 AF (27%) was by private producers, and 2,162 AF (6%) was by the Soboba Band of Luiseño Indians. Most of the groundwater extraction occurred in the San Jacinto Upper Pressure Management Zone as shown in Table 6-6. The results of groundwater extraction for years 2013 through 2022 is provided in Chapter 8 in Table 8-5 and Table 8-6. Monthly groundwater extraction for each entity is presented in Chapter 8 in Table 8-14.

**Table 6-6: 2022 Groundwater Extraction Monitoring in the Management Area**

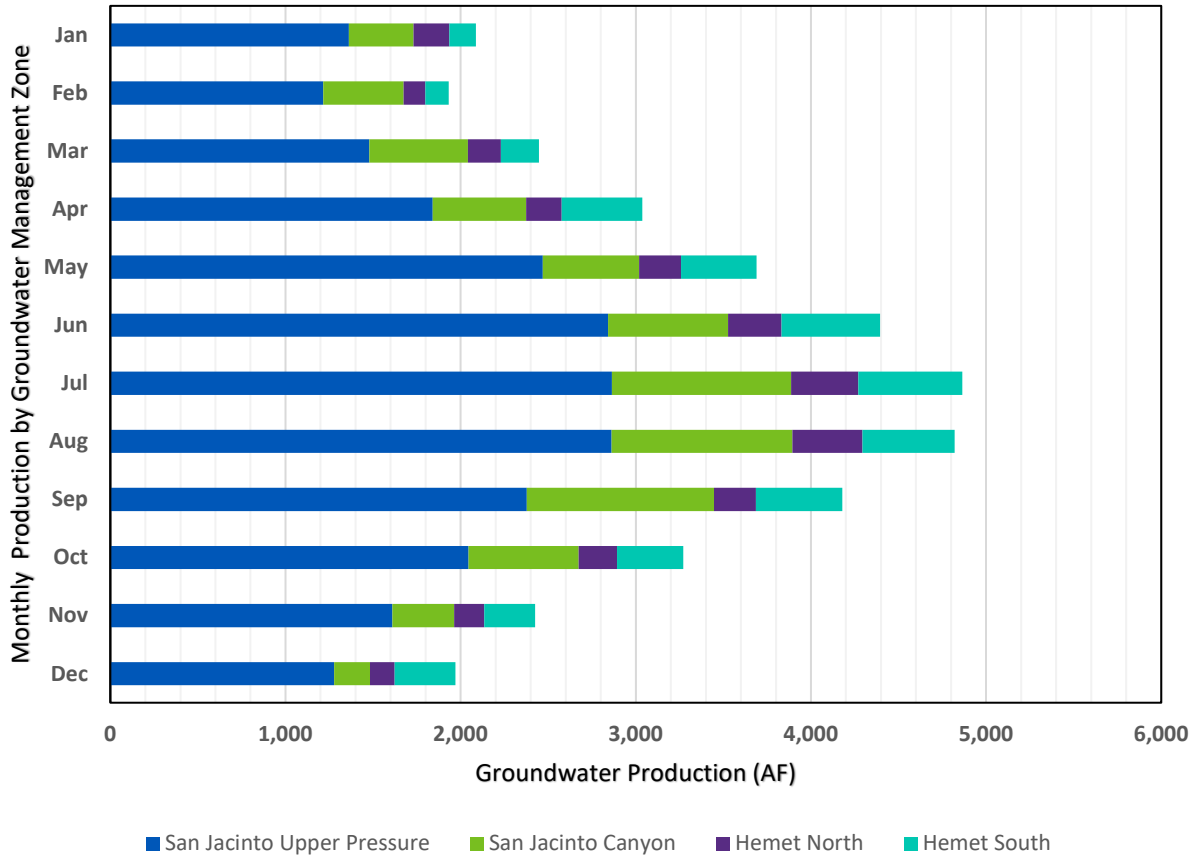
Groundwater Management Zone	No. of Wells Metered	No. of Wells Estimated	Total Number of Wells	Groundwater Extraction Metered (AF)	Groundwater Extraction Estimated (AF)	Total Groundwater Extraction (AF)
Canyon	20	7	27	6,845	621	7,466
S.J. Upper Pressure	56	14	70	22,837	1,410	24,247
Hemet North (partial)	20	5	25	2,130	687	2,817
Hemet South	23	12	35	3,414	1,176	4,590
<b>Total</b>	<b>119</b>	<b>38</b>	<b>157</b>	<b>35,226</b>	<b>3,894</b>	<b>39,120</b>

As expected, groundwater extraction rates were highest during the summer months with sixty-five percent (65%) of the year’s extraction occurring during the six-month period from May through October. Monthly groundwater extraction by groundwater management zone is shown in Figure 6-1.

California Water Code Sections 4999 et seq., with few exceptions, requires persons who extract groundwater from wells located in Riverside, San Bernardino, Los Angeles, and Ventura Counties in excess of 25-acre feet in any year to file an Annual Notice of Groundwater Extraction (Annual Notice). Failure to file an Annual Notice may be deemed non-use of water and may lead to a loss of water rights. If a well owner does not file an Annual Notice for five consecutive years, the well will be considered inactive and Annual Notices will no longer be mailed to the well owner. Non-use of water over an extended period may lead to the loss of water rights.

Starting with the Annual Notices filed in 2006 recording 2005 groundwater extraction, the State Water Resources Control Board transferred, under the auspices of Water Code Section 5009, authority for the Annual Notices of Groundwater Extraction to certain local water agencies. On June 23, 2006, the State designated EMWD as the agency to assume this function within its service area. Consequently, EMWD gathers, checks, records, and disseminates water extraction information, and assists the water producers in seeing that their water use is accurately documented. This transfer to local control improved the accuracy of the data and, in EMWD’s service area, resulted in an elimination of the annual fees previously paid by the well owners to the State.

**Figure 6-1: 2022 Monthly Groundwater Extraction in the Management Area**



In 2022, Annual Notices for Calendar Year 2021 were filed on 83 existing wells. There were no First Annual Notices filed for a well that had not previously participated in the program. EMWD processed a combined total of 83 Annual Notices resulting in a savings of \$4,150 to the participants (private and municipal) as opposed to filing with the State directly. Groundwater Recordation Filing Fee under Water Code §4999 et seq., citation §1070 is \$50. Any well owner wishing to reactivate an inactive well recordation must notify EMWD in writing. Table 6-7 presents the results of the 2022 San Jacinto Watershed Groundwater Recordation Program including the participants and associated extraction.

**Table 6-7: 2022 Groundwater Extraction Recordation Notices Filed in the Management Area**

Groundwater Management Zone	Annual Notices	First Notices	Private Well Owners	Private Groundwater Extraction Reported (AF)	Municipal Well Owners	Municipal Groundwater Extraction Reported (AF)	Grand Total (AF)
<b>Canyon</b>	12	0	1	42	11	5,688	5,730
<b>SJ Upper Pressure</b>	48	0	26	3,367	22	16,269	19,637
<b>Hemet North</b>	6	0	6	412	0	0	412
<b>Hemet South</b>	17	0	8	1,375	9	2,662	4,037
<b>Totals</b>	83	0	41	5,196	42	24,620	29,816

Chapter 8, Table 8-7 provides a summary of the Annual Notices filed following EMWD assuming responsibility for the program. In addition, Chapter 8, Table 8-8 presents the amount of groundwater extraction recorded per management zone during 2007 through 2021 in acre feet.

The amount of groundwater extracted per the Annual Notices does not account for the full volume of water believed to have been extracted from the basin due to the fact that some well owners do not file Annual Notices, or file inaccurate amounts on the Annual Notices. Discrepancies can arise when groundwater extraction reported from well owners differ than production meters read by EMWD.

**6.1.d Inactive Well Capping/Sealing Program**

Inactive, unused wells are a potential source of groundwater contamination. Open casings are especially vulnerable to contamination from surface flows or vandalism - such as the dumping of oil or other waste products. Large open casings, 16 to 18 inches in diameter, also present a hazard to small children and animals. It is not known how many open casings or unused wells exist within the Management Area.

As part of the monitoring program, an inactive well or open casing will be capped/sealed at no charge to the well owner to protect the public and groundwater supplies. This is done by welding a bolted or locking cap onto the well casing. These wells may still be used for water level and, in some cases, water quality monitoring. Priority is given to those wells that are potentially dangerous open holes (16-18" casings) or those located in areas where flooding resulting from precipitation might carry manure, fertilizers, or other contaminants into the well.

During 2022, no inactive agricultural wells were capped/sealed as shown in Table 6-8. Chapter 8, Table 8-9 summarizes the number of wells, by groundwater management zone, which have been capped/sealed to date. Table 8-9 includes a list of 63 wells capped/sealed by EMWD between 2001 and 2022 since implementation of the Hemet/San Jacinto Inactive Well Capping/Sealing Program. Figure 9-13 presents the locations of these wells.

**Table 6-8: 2022 Inactive Well Capped/Sealed in the Management Area**

Management Zone	Number of Wells
Canyon	0
S.J. Upper Pressure	0
Hemet North (partial)	0
Hemet South	0
<b>Totals</b>	<b>0</b>

**6.2 Imported Water**

Within the EMWD system, treated water from MWD can reach the Management Area via the Simpson & Patterson Booster Pump Station, which results in blends of imported water and groundwater from wells west of the Management Area. State Water Project (SWP) water enters the system at the Mills Filtration Plant (MWD turnout EM-12). Colorado River Water (CRW) can enter the system through either the Perris Water Filtration Plant (EM-4) or from Lake Skinner via the Auld Road pumping plant (EM-17).

Untreated raw water from MWD can reach the Management Area through two distinct systems. One system can bring untreated SWP water into the Management Area at the Warren Road Pump Station (MWD turnout EM-14) and is maintained for the purpose of groundwater recharge in the San Jacinto area and raw water feed to EMWD’s Hemet Water Filtration Plant. This connection also serves agricultural customers within both EMWD’s and LHMWD’s service areas. The second system can bring untreated CRW into the Management Area at the Brownlands Pumping Plant (MWD turnout EM-1) and is maintained for the purpose of groundwater augmentation for the dairies along the Ramona Expressway as part of the North San Jacinto Water Supply Initiative.

All imported water from MWD into the EMWD system, including EM-1, EM-4, EM-12, EM-14, and EM-17 is metered.

**6.2.a Hemet Water Filtration Plant**

During 2022, the HWFP treated 7,347 AF of raw water of which 5,366 AF was exported outside of the Management Area. In addition, a small volume of imported treated water (less than 1 AF) was conveyed into the Management Area via the Simpson & Patterson Booster Pump Station, resulting in a net total of 1,981 AF of imported treated water used within the Management Area.

**6.2.b Imported Water Recharge**

During 2022, SWP water was not available for recharge at the IRRP and Grant Avenue Ponds (shown in Table 6-9). Total historical groundwater extraction, imported water usage, recycled water usage, and rainfall is presented in Chapter 9 on Figure 9-4 and total historical imported water recharge is presented in Chapter 9 on Figure 9-15



**Table 6-9: 2022 Raw Water Recharge in the Management Area**

Facility	Imported Raw Water Recharge (AF)
IRRP Ponds	0
Grant Ave. Ponds	0
<b>Totals</b>	<b>0</b>

6.2.c North San Jacinto Water Supply Initiative

During 2022, the North San Jacinto Water Supply Initiative served 140 AF of untreated CRW to the dairies, with 89 AF of that amount served to six dairies within the Management Area.

**6.3 Recycled Water**

Most of the recycled water used in the Management Area comes from the San Jacinto Valley Regional Water Reclamation Facility (SJVRWRF); however, the area also receives recycled water from the Temecula Valley RWF(TVRWRF) and the Perris Valley RWF (PVRWRF).

6.3.a Recycled Water Usage

During 2022, recycled water usage in the Management Area totaled 12,710 AF which included the in lieu recycled water usage, as shown in Table 6-10. Most of the recycled water usage in the Management Area occurred in the San Jacinto Upper Pressure groundwater management zone. Historical recycled water usage for each groundwater management zone for 2013 through 2022 is provided in Chapter 8 in Table 8-10.

**Table 6-10: 2022 Recycled Water Usage in the Management Area**

Management Zone	Recycled Water Use (AF)
Canyon	0
S.J. Upper Pressure	7,316
Hemet North (partial)	1,836
Hemet South	3,558
<b>Totals</b>	<b>12,710</b>

6.3.b Recycled Water In-lieu Program

This project supplies recycled water from the SJVRWRF for agricultural irrigation in-lieu of pumping groundwater. The agreement can deliver up to 8,540 AFY of recycled water to Rancho Casa Loma and the Scott Brothers Dairy. During 2022, 2,612 AF and 1,186 AF of recycled water was delivered to Rancho Casa Loma and Scott Brothers Dairy respectively, for a total of 3,798 AF of recycled water, including 2,273 AF in-lieu of pumping groundwater as shown in Table 6-11.

**Table 6-11: 2022 Recycled Water In-lieu Usage in the Management Area**

Agency	Total Recycled Water Deliveries (AF)	Recycled Water Deliveries Subsidized by Watermaster (AF)
Scott Brothers Dairy	1,186	754
Rancho Casa Loma	2,612	1,519
<b>Totals</b>	<b>3,798</b>	<b>2,273</b>

6.3.c Recycled Water Incidental Recharge

Incidental recharge of recycled water occurs at the SJVRWRF, Alessandro Storage Ponds, and the MWD San Jacinto Reservoir. Estimated incidental recharge amounts for each facility during 2022 is presented in Table 6-12. Historical data from 2013 through 2022 for ponds in the Management Area are shown in Chapter 8 in Table 8-11. The SJVRWRF, Alessandro Ponds, and MWD San Jacinto Reservoir are located in the San Jacinto Upper Pressure groundwater management zone.

**Table 6-12: 2022 Recycled Water Incidental Recharge in the Management Area**

Facility	Incidental Recharge (AF)
SJVRWRF	270
Alessandro Ponds	34
MWD San Jacinto Reservoir	102

**6.4 Surface Water**

The San Jacinto Valley is drained by the San Jacinto River, which rises in and drains the western slopes of the San Jacinto Mountains. Waterways tributary to the river include the North and South Forks, Strawberry Creek, Indian Creek, Poppet Creek, and Bautista Creek. The San Jacinto River and its tributaries are ephemeral, that is, they flow only when enough precipitation occurs to produce runoff and much of this flow infiltrates to groundwater. When storms are unusually intense and prolonged, the ground saturates and the remaining precipitation runs off into streams. The river recharges the groundwater basin in the area southeast of the City of San Jacinto. The river then flows northwest past the Lakeview Mountains before turning southwest to flow across the Perris Valley toward Lake Elsinore. The San Jacinto River ultimately flows into Lake Elsinore via Railroad Canyon and Canyon Lake. Lake Elsinore, when full, overflows into Temescal Wash, which joins the Santa Ana River near Prado Dam.

6.4.a River/Stream Flows

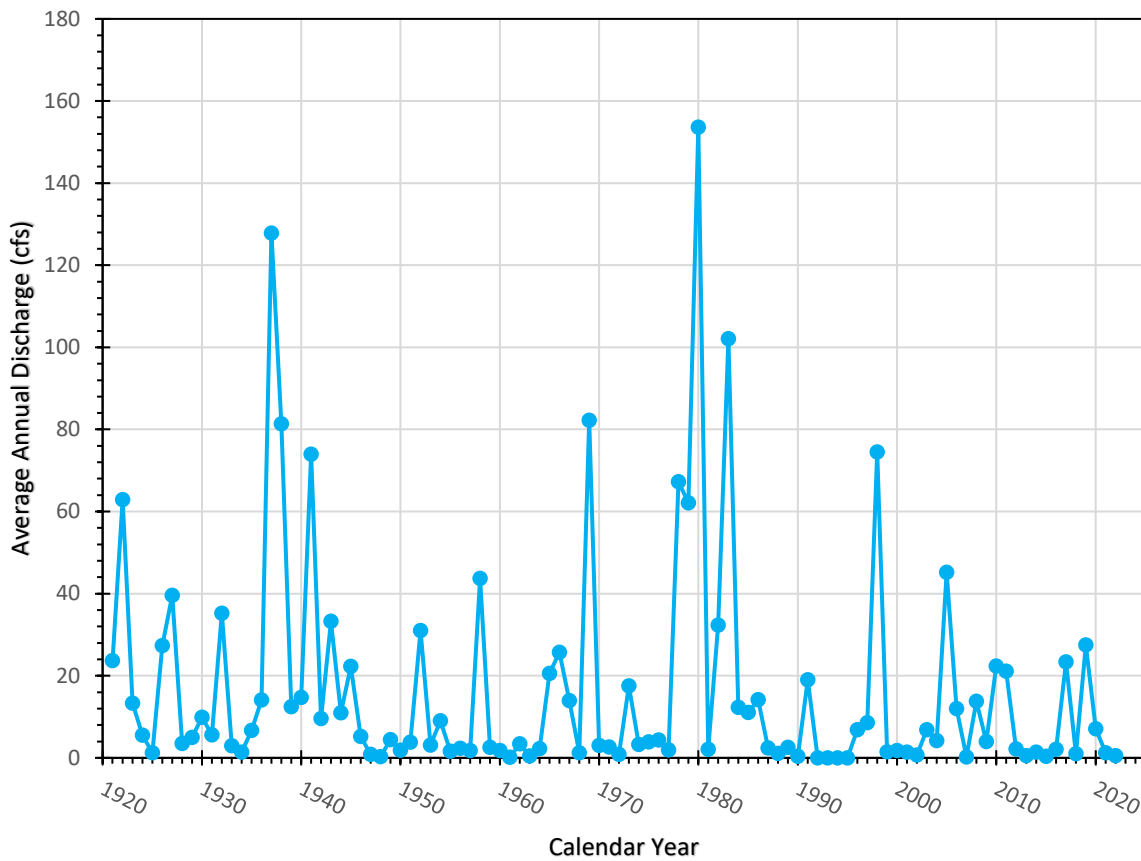
The U.S. Geological Survey (USGS) monitors and maintains a real-time gauge on the San Jacinto River at the Cranston Ranger Station and has done so since 1921. This gauge is located at 33°44'17" Latitude and 116°49'59" Longitude (NAD27) at an elevation of 1,920 feet above sea level. The drainage area above the gauge is 142 square miles.

In 2022, this station recorded a total flow of 389 AF with a peak flow of 40 cfs November 9, 2022. Figure 6-2 demonstrates the great variability in annual flows in the San Jacinto River

(based on the mean-daily data) and emphasizes the uncertainty of sufficient flows for diversion in any given year.

Monitoring of surface flows is an important factor in determining the water balance and in estimating the amount of groundwater recharge being added to storage. Tributaries to the river should also be monitored provided appropriate funding is made available for such monitoring. Surface water diversions were captured by LHMWD and EMWD. In addition, there was some additional groundwater recharge at the Soboba Gravel Pit. Surface water flows were not sufficient to exceed the capacity of the recharge facilities, therefore, surface water flows were captured within the Management Area.

**Figure 6-2: Historical Average Annual Flow of the San Jacinto River**



#### 6.4.b San Jacinto River Diversions

LHMWD holds pre-1914 rights for the diversion and storage of surface water from the San Jacinto River and its tributaries. Such pre-1914 rights, and the applicable rights and obligations that apply to the nature of pre-1914 rights, are in regard to Lake Hemet, Strawberry Creek, and the North and South Forks of the San Jacinto River. In addition, LHMWD’s storage of surface water takes place in the San Jacinto Upper Pressure groundwater management zone at Riverside County Flood Control and Conservation District’s Bautista Ponds. During 2022, LHMWD diverted 668 AF of surface water; 0 AF at

Lake Hemet, 19 AF at South Fork, 528 AF at North Fork, and 121 AF at Strawberry Creek as shown in Table 6-13. Of the 668 AF of water diverted, 668 AF was utilized for direct use or sale and no surface diversions were put into storage.

EMWD’s diversion and storage of San Jacinto River surface water takes place in the Canyon groundwater management zone at EMWD’s Grant Avenue Ponds in the Valle Vista area. EMWD’s diverted water is stored in the groundwater aquifer in accordance to License No. 10667, and the Judgment requirements. During calendar year 2022, EMWD diverted 35 AF of surface water into storage at the Grant Avenue Ponds. Historical river diversions in the Management Area from 2013 through 2022 are provided in Chapter 8 in Table 8-12.

**Table 6-13: 2022 San Jacinto River Diversions**

Agency	Diversion Points	Acre Feet
LHMWD	Lake Hemet	0
	South Fork	19
	North Fork	528
	Strawberry Creek	121
EMWD	Grant Avenue	35
	<b>Total</b>	<b>703</b>

**6.5 Precipitation**

Annual rainfall in the Hemet/San Jacinto area can be quite variable. Topography generally dictates the relative amount of precipitation from one location to the next within the Management Area. On the valley floor, 12 to 13 inches per year is average, but near the peak of Mt. San Jacinto, the average yearly precipitation is approximately 40 inches. The majority of rain falls in the winter months.

Precipitation data is report for two sites in this report: one in San Jacinto and one in Hemet. The San Jacinto station is operated by the California Division of Forestry (CDF) and data is available from 1910 to the present. The CDF data is compiled and provided to EMWD by the Riverside County Flood Control and Conservation District (RCFC). The location of the Hemet measuring station has changed over time. Data from 1911 through 2002 was collected at the LHMWD office. Starting 2003, Hemet rainfall data was collected at the RCFC Station No. 318 located at the Hemet Channel. Starting with 2014, Hemet rainfall data is being collected at the RCFC Station No. 180 located at Ryan Airport and provided to EMWD by RCFC.

During 2022, the Hemet station recorded 4.39 inches of rain and the San Jacinto station recorded 4.74 inches as shown in Table 6-14. Historical rainfall in the Management Area from 2013 through 2022 is provided in Chapter 8 in Table 8-13.

**Table 6-14: 2022 Historical Precipitation in the Management Area**

Location	Rainfall (inches)			
	San Jacinto (186)		Hemet (180)	
Historic High	28.63	1978	26.60	1978
Historic Low	4.74	2022	3.64	2002
30-Year Mean	11.52		8.46	
Year 2022	4.74		4.38	

**6.6 Well Permits**

Riverside County Ordinance No. 682.3 regulates the construction, reconstruction, abandonment, and destruction of community water supply wells, individual domestic wells, and agricultural wells. Under the auspices of the Department of Environmental Health, the County is responsible for issuing well drilling permits. A valid permit along with the payment of all applicable fees is required before anyone digs, drills, bores, drives, or reconstructs a well that is, or was, a water well, a cathodic protection well, or a monitoring well. Standards for the construction or reconstruction of wells are the standards recommended in the *California Department of Water Resources Bulletin No. 74-81, Chapter II, and Bulletin No. 74-90, as amended by the State.*

The Riverside County Department of Environmental Health maintains a database detailing permits issued for wells drilled or destroyed within the county. In the Management Area, seven (7) well permits were issued in 2022 and they are summarized in Table 6-15.

As shown in the Table 6-15, five (5) permits for domestic (individual) wells were issued in 2022. Since these wells are for individual domestic drinking water uses, they are not considered significant to the program and are expected to produce less than 25-acre feet per year. No permits were issued for agricultural wells within the Management Area in 2022.

**Table 6-15: 2022 Well Permits Issued in the Management Area**

Management Zone	Domestic Wells	Agricultural Wells	Monitoring Wells	Cathodic Protection Wells	Abandoned Wells	Total Permits
Canyon	-	-	-	-	-	0
S.J. Upper Pressure	1	-	-	-	1	2
Hemet North (partial)	1	-	-	-	1	2
Hemet South	3	-	-	-	-	3
<b>Totals</b>	<b>5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>7</b>

The County makes every effort to observe well destruction and two (2) wells were destroyed in the Management Area for this reporting year.

It should be noted that Table 6-15 shows the number of permits issued, it does not necessarily reflect the actual number of wells drilled or destroyed. However, diligent effort is made by EMWD to research each well and determine its status. It is possible that some wells may be drilled or destroyed in early 2023 under permits issued in 2022.

## 6.7 Groundwater Storage Changes

In 2015, the Watermaster, with assistance from the California Department of Water Resources and using Woodard and Curran (Consultants) services, developed a groundwater storage change tool to calculate the annual groundwater storage changes in the Management Area. This tool, Groundwater Storage Change Calculator (GSCC Version 1.2), was updated in 2021 using the updated San Jacinto Groundwater Flow Model (SJFM-2020). SJFM-2020 is an updated version of the SJFM-2014, which includes updates to the hydrogeologic conceptual model, as well as underlying data and information, with a longer calibration period and more robust calibration results. The updated GSCC (Version 2.5) relies on information from the SJFM-2020 and water level data collected during 2021 annual Monitoring Program to estimate groundwater storage changes in the Management Area for 2021. In 2022, the SJFM 2020 was extended to 2020, and the GSCC was further refined to update the storage curves based on the extended SJFM model. The storage change calculated by the updated GSCC (Version 2.6) are similar in scale to the previous versions of the GSCC, however the storage changes in the management area that were calculated by the SJFM-2020 for the periods of January 1984-2012, and January 1984-2022 were modified by approximately 72,000 AF and 75,000 AF, respectively. Table 6-16 presents the updated long-term change in storage values reported by the SJFM-2020, which is reflective of the updates to the conceptual model and recalibration of SJFM-2020.

### 6.7.a Storage Change Calculation Methodology

The SJFM-2020 is a regional groundwater flow model which was calibrated based on hydrogeological data between 1984 and 2018. Using the SJFM-2020 and GSCC Version 2.6, the cumulative storage reduction in the Management Area is estimated to be approximately 250,500 AF up to the spring of 2022. The Watermaster will use this estimate as the starting groundwater storage levels for the GSCC Version 2.6.

The GSCC evaluates the groundwater volume for each one of the Groundwater Management Zones (GMZ) within the Management Area. The GSCC divides each GMZ into subsections and calculates storage changes for each subsection. The boundary for each subsection was defined based on the SJFM-2020 groundwater elevation contour trends, and Key Wells within each subsection were selected to calculate the storage curve and storage volume for each subsection. The SJFM-2020 model data was used to delineate these subsections based on the location of the calibration wells, hydrogeological similarity, and availability of the monitoring program data within each subsection. The SJFM-2020 water budget estimates were used to obtain monthly changes in storage volume for each subsection between 1984 and 2020,

The GSCC uses storage curves based on historical observed groundwater level data and associated simulated monthly storage value to establish trend-line equations for each Key Well within each subsection. The generic storage curve equation used by the GSCC is:

$$y = mx + b$$

where,

y      storage volume (acre-feet)  
m      slope of the storage curve

- x water level data point (feet/MSL)
- b intercept (constant)

6.7.b Groundwater Storage Change between 2021 and 2022

Using the methodology described above, the groundwater storage in the Management Area was estimated to have been decreased by 10,662 AF since the formation of the Watermaster in 2013, and to have been increased by 1,182 AF between Spring of 2021 and Spring of 2022. A summary of estimated storage changes in the Management Area and within each one of the GMZs is shown in Table 6-16: Estimated Groundwater Storage Changes within the Management Area

**Table 6-16: Estimated Groundwater Storage Changes within the Management Area**

Management Zone	Time Period	Estimated Storage Changes (AF)
Management Area	January 1984 - December 2012	- 238,632
Management Area	January 1984 – Spring 2022	- 249,293
Management Area	January 2013 – Spring 2022	- 10,662
<b>Total Groundwater Management Zones</b>	<b>Spring 2021 – Spring 2022</b>	<b>1,182</b>
<b>San Jacinto Upper Pressure</b>	<b>Spring 2021 – Spring 2022</b>	<b>404</b>
<b>Hemet North</b>	<b>Spring 2021 – Spring 2022</b>	<b>- 811</b>
<b>Hemet South</b>	<b>Spring 2021 – Spring 2022</b>	<b>4,767</b>
<b>Canyon</b>	<b>Spring 2021 – Spring 2022</b>	<b>- 3,178</b>



## 7 2022 Financial Considerations

On November 22, 2021, the Watermaster Board reviewed and adopted its 2022 Budget which included Monitoring Program, In-lieu Program Agreement, Gravel Pit Cleanup Project, additional work for the groundwater modeling effort, and Operational Expenditures. In addition, at its May 23, 2022 meeting, the Watermaster Board adopted Resolution 9.7, setting the Administrative Assessment for 2022 at \$35 per acre-foot. Each public agency pays Administrative Assessment for the portion of their Adjusted Base Production Right (ABPR) that is produced, and Watermaster records any unused ABPR as part of each agency's Carry-Over Credits (CoC) for future production.

### 7.1 2022 Watermaster Budget

The Watermaster Board at its November 22, 2021, set the 2022 Budget at \$720,850. The different line items of the 2022 budget are shown on Table 7-1.

**Table 7-1: 2022 Watermaster Budget**

Description	Amounts
<b>Agreements</b>	<b>\$ 198,500</b>
In-Lieu Program Agreement	\$ 198,500
<b>Coordinated Efforts with EMWD</b>	<b>\$ 257,100</b>
Groundwater Monitoring Program	\$ 224,000
Gravel Pit Cleanup Project	\$ 33,100
<b>Organization Operations &amp; Management</b>	<b>\$ 240,250</b>
Financial Support Services	\$ 9,000
Legal Counsel Services	\$ 12,000
Advisor Services	\$ 190,000
Administrative Support Services	\$ 12,000
Insurance; Office Supplies; and Other Direct Costs	\$ 12,000
Database/Mapping Application Maintenance	\$ 5,250
<b>Additional Projects/Activities</b>	<b>\$ 25,000</b>
Groundwater Modeling Effort	\$ 25,000
<b>Total Budget</b>	<b>\$ 720,850</b>

By August of 2022 the original budget was updated to \$680,400 based on expenditures and effects of the Covid-19 pandemic during the previous year. The updated budget was shared with



the Watermaster Board on August 22, 2022. The updated budget elements are shown on Table 7-2.

**Table 7-2: 2022 Updated Watermaster Budget**

Description	Amounts
<b>Agreements</b>	<b>\$ 180,000</b>
In-Lieu Program Agreement (updated) \$ 180,000	
<b>Coordinated Efforts with EMWD</b>	<b>\$ 224,000</b>
Groundwater Monitoring Program \$ 224,000	
Gravel Pit Cleanup Project (updated) \$ 0	
<b>Organization Operations &amp; Management</b>	<b>\$ 251,400</b>
Financial Support Services (updated) \$ 10,400	
Legal Counsel Services (updated) \$ 20,000	
Advisor Services (updated) \$ 195,000	
Administrative Support Services (updated) \$ 9,000	
Ins; Office Supply.; and Other Direct Costs \$ 12,000	
Database/Mapping Application Maintenance (updated) \$ 5,000	
<b>Additional Projects/Activities</b>	<b>\$ 25,000</b>
Groundwater Modeling Effort \$ 25,000	
<b>Total of Updated Budget</b>	<b>\$ 680,400</b>

Not all invoices related to the 2022 activities were received at the time of publication of this report. However, the total expenditures related to this year’s budget are expected to be approximately \$653,000 which is about \$27,400 less than the updated budget shown on Table 7-2. The main factor causing this variance is the difference between the actual cost and the budgeted amount for the In-lieu program.

The total 2022 revenue from Administrative Assessments is expected to be \$629,920. The Financial Audit for 2022 was conducted by Clifton Larson Allen LLP. A copy of the 2022 Financial Audit is included as an appendix in Chapter 10, Section 10.6.

**7.2 Carry-Over Credits**

The Judgment defines Carry-over Credits (CoC) as “A Public Agency or Class B Participant credit against the Replenishment Assessment in a Fiscal Year, based on the Agency’s adjusted or Base Production Right or share of Imported Water not produced in the prior calendar years”. Watermaster is required to calculate CoC each year. Watermaster is considering the Unused Soboba Tribe Imported Water, and unused Adjusted Base Production Rights (ABPR) as part of the CoC accounts with special requirements as defined by the Judgment.

The Public Agencies and Class B Participants in the Management Area shall pay Replenishment Assessments on groundwater production amounts in excess of their Base Production Rights (BPR), subject to any CoC adjustments.

The next two sections show the CoC balances for the Public Agencies and Class B participants.

7.2.a Public Agencies and Cities

To overcome the overdraft within the Management Area, the agencies and cities within the Management Area that produce groundwater above their ABPR shall replenish groundwater under an approved Watermaster program, pay Replenishment Assessment on production amounts in excess of their ABPR, or use credits from their CoC accounts to offset their excess production. Table 7-3 documents the starting balances for the agencies' and cities' CoC accounts as of December 31, 2021. In addition, Table 7-3 shows pre-delivery obligations by MWD as of December 31, 2021.

**Table 7-3: Public Agencies Carry-Over Credits as of December 31, 2021**

Agency	Unused Soboba Tribe Import Water (AF)	Total Unused Adjusted Base Production Rights (AF)	Carry-over Credits as of December 31, 2020 (AF)	MWD Pre-Delivered for Future (AF)
City of Hemet	4,966	17,053	22,019	1,591
City of San Jacinto	5,904	4,036	9,940	1,014
EMWD	7,108	19,255	26,363	2,735
LHMWD	12,043	3,803	15,846	2,775
<b>Totals</b>	<b>30,021</b>	<b>44,147</b>	<b>74,167</b>	<b>8,115</b>

It is important to note that the Unused Soboba Tribe Import Water (USTIW) shown on Table 7-3 considers the Soboba Tribe production from the Soboba Golf Course as part of the Soboba Tribe production.

MWD deliveries by the end of 2021 included 8,115 AF pre-deliveries to meet future obligations. During 2022, MWD did not deliver any SWP water for recharge.

Table 7-4 documents the Public Agencies' 2022 groundwater productions.

**Table 7-4: 2022 Public Agencies Groundwater Productions**

Agency	Adjusted BPR for 2022 (AF)	Actual 2022 Productions (AF)	IRRP Well Productions (AF)	2022 Excess Production Above Adjusted BPR (AF)	2022 Unused Adjusted BPR (AF)
City of Hemet	4,542	2,460	1,529	-	2,023
City of San Jacinto	3,004	2,575	107	-	429
EMWD	7,303	7,330	2,709	26	0
LHMWD	7,434	9,113	368	1,680	0
<b>Totals</b>	<b>22,283</b>	<b>21,477</b>	<b>4,712</b>	<b>1,706</b>	<b>2,511</b>

For 2022, the Soboba Tribe reported 2,162.41 AF of groundwater production. This amount is above the 1,500 AF allocated groundwater production by the Tribe and will require the Soboba Tribe Imported Water deliveries by MWD to offset the remaining 662.41 AF of the Tribe’s production. Therefore, only 6,837.59 AF of the 7,500 AF Soboba Tribe Imported Water will be distributed between the Public Agencies as Unused Soboba Tribe Imported Water. The total production by the Soboba Tribe includes 1,030.10 AF from the Upper Pressure Basin. Table 7-5 shows status of the Soboba Tribe Imported Water conditions during 2022.

**Table 7-5: Soboba Tribe Imported Water Status During 2022**

Agency	MWD Deliveries to Cover 2022 Obligations (AF)	Soboba Tribe Usage Above 1,500 AF	2022 Unused Soboba Tribe Imported Water (AF)	MWD Pre-deliveries to Meet Future Obligations (AF)
City of Hemet	1,470.0	129.8	1,340.2	121
City of San Jacinto	937.5	82.8	854.7	77
EMWD	2,527.5	223.2	2,304.3	207
LHMWD	2,565.0	226.5	2,338.5	210
<b>Totals</b>	<b>7,500</b>	<b>662.4</b>	<b>6,837.6</b>	<b>615</b>

As part of a 2021 water transfer agreement between the City of Hemet and EMWD, the City of Hemet transferred 2,500 AF of its CoC to EMWD. The water transfer between the City of Hemet and EMWD required transfer of CoC in two different credit categories. Table 7-6 shows the amount of transfer in each of the CoC categories.

**Table 7-6: Public Agencies Carry-Over Credits Transfers During 2022**

Agency	Unused Soboba Tribe Import Water Transfers (AF)	Unused Adjusted Base Production Rights Transfers (AF)	Total Carry-over Credits Transfers (AF)
City of Hemet	-564	-1,936	-2,500
City of San Jacinto	0	0	0
EMWD	+564	+1,936	+2,500
LHMWD	0	0	0

The Judgment requires Watermaster to annually calculate CoC considering unused Soboba Tribe Imported Water, and unused Adjusted Base Production Rights. Table 7-7 shows the Public Agencies’ Carry-Over Credits as of December 31, 2022.

**Table 7-7: Public Agencies Carry-Over Credits as of December 31, 2022**

<b>Agency</b>	<b>Unused Soboba Tribe Import Water (AF)</b>	<b>Total Unused Adjusted Base Production Rights (AF)</b>	<b>Total Carry-over Credits as of December 31, 2022 (AF)</b>	<b>MWD Pre-deliveries to Meet Future Obligations (AF)</b>
<b>City of Hemet</b>	<b>4,213</b>	<b>17,199</b>	<b>21,412</b>	<b>121</b>
<b>City of San Jacinto</b>	<b>6,652</b>	<b>4,465</b>	<b>11,117</b>	<b>77</b>
<b>EMWD</b>	<b>7,267</b>	<b>21,165</b>	<b>28,432</b>	<b>207</b>
<b>LHMWD</b>	<b>12,335</b>	<b>3,803</b>	<b>16,137</b>	<b>210</b>
<b>Totals</b>	<b>30,467</b>	<b>46,632</b>	<b>77,098</b>	<b>615</b>

7.2.b Class A and B Participants

In 2016, Class A Participants had the option to intervene as Class B Participants. Prior to 2016, a summary of Class A participants’ CoC information and their Base Production Rights were tracked in case Class A Participants decided to change their participation to Class B. The Judgment set the deadline for Class A to Class B conversion as three years from the date the Judgment was entered on April 18, 2013. Most of the Class A Participants chose to convert and become a Class B Participant. In addition, since some of the original Participants to the Judgment chose to sell only one or some of the parcels that they originally listed as a block in the Judgment, on February 22, 2016, the Watermaster decided to prorate Base Production Rights to the Parcels based on their respective areas and track Base Production Rights based on the ownership of the individual parcels. Starting with the 2016 report, the Class B Participants’ Base Production Rights were listed by the legal owner names of the parcels. There are ten new landowners that have acquired Class B parcels within the last couple of years. The new landowners have not yet intervened as Class B Participants. These landowners have been contacted to see if they want to intervene and become a participant or not. A map of the Class B parcels in transition is included as Figure 9-16.

Table 7-8 documents the 2022 CoC and any replenishment requirements for the Class B Participants and the new landowners. Private pumpers can offset their excess production with underproduction in future years. Class B Participants accumulate CoC during wet years and use that credit to offset their excess production during drought years.

All Class B Participants have CoCs, and there is no need to purchase any replenishment water or for the Watermaster to set any Replenishment Assessment at this time.

**Table 7-8: Class B Participants Carry-Over Credits as of December 31, 2022**

Legal Owner Name	Prorata Annual Allocation (AF)	Total Previous Production Below Allocations as of December 2021 (AF)	2022 Production (AF)	Total Production Below Allocations as of December 2022 (AF)	Total Production Above Allocations as of December 2022 (AF)
San Jacinto 300 *	1,398	7,693	363	8,728	
Gless John J & Gless Janet A	957	6,979	11	7,925	
Demshki John J & Betsy Gless & Gless John J & Janet A	1,136	8,282	13	9,405	
Olsen Citrus	51	214	0	265	
Arlington Veterinary Laboratories Inc	105	440	0	546	
Oostdam John P & John	259	1,605	112	1,752	
Rennsport Properties LLC *	543	4,891	0	5,434	
Golden Ocean Realty *	53	473	0	526	
Record Randolph A & Record Anne M.	46	399	0	444	
Loyola Properties I LP & Pietersma R & K Family Trust *	357	365	280	443	
Sidney Sybrandy and Anne Sybrandy Trust	39	256	15	281	
Pietersma R & K Family Trust *	1,143	7,467	434	8,176	
Boersma-Fox Julie Trust	195	968	228	936	
Genus LP *	39	350	0	389	
Curci San Jacinto Invtrs LLC	19	170	0	189	
Colleen E E Pacheco *	21	188	0	209	
D.R. Horton La Hldgs Co Inc *	181	1,631	0	1,813	
Nuevo Dev Co. LLC	151	1,359	0	1,510	
Lauda Family Ltd Partnership	2,914	3,845	1,896	4,862	
Gm Gabrych Family LP	534	704	347	891	
Walton California LLC *	142	930	90	982	
Strack Monte Bella LLC *	265	2,316	0	2,581	
Scott Ag Properties	1,755	6,324	863	7,215	
Dick Van Dam Dairy	531	3,315	144	3,702	
Glen A & Jennifer A Vandam	139	887	59	967	

\* New Landowners that have not yet intervened.



## **8 Tables of Monitoring Program Summaries and Trends**

Chapter 8 provides detailed information regarding the monitoring program for the past 10 years (2013-2022). All data provided in the tables is for the Management Area only.

**Table 8-1: Historical Number of Wells Measured for Groundwater Level Monitoring**

Management Zone		Canyon		S.J. Upper Pressure		Hemet North (partial)		Hemet South		Totals	
Responsibility	Year	Spr.	Fall	Spr.	Fall	Spr.	Fall	Spr.	Fall	Spr.	Fall
Wells Measured by EMWD	2013	10	8	12	56	12	21	39	45	73	130
	2014	11	12	65	67	23	24	49	47	148	150
	2015	12	11	61	70	25	22	45	45	143	148
	2016	13	14	75	73	24	21	46	47	158	155
	2017	14	12	72	78	22	20	48	43	156	153
	2018	12	13	78	65	24	23	45	41	159	142
	2019	12	11	70	67	19	22	45	38	146	138
	2020	13	8	65	65	20	20	47	42	145	135
	2021	8	8	64	62	22	21	44	45	138	136
2022	<b>11</b>	<b>10</b>	<b>70</b>	<b>62</b>	<b>18</b>	<b>18</b>	<b>46</b>	<b>41</b>	<b>145</b>	<b>131</b>	
Wells Measured by Other Agencies & Reported to EMWD	2013	11	11	17	18	0	0	13	13	41	42
	2014	10	8	19	16	0	0	14	13	43	37
	2015	14	10	15	15	0	0	13	11	42	36
	2016	12	9	12	12	0	0	11	11	35	32
	2017	13	12	12	11	0	0	11	11	37	34
	2018	13	10	9	11	0	0	10	9	32	30
	2019	13	13	12	9	0	0	11	11	36	33
	2020	12	12	13	14	0	0	11	11	36	37
	2021	0	0	0	0	0	0	0	5	0	5
	2022	<b>4</b>	<b>2</b>	<b>5</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>11</b>	<b>19</b>	<b>19</b>
Total Wells Measured*	2013	21	19	29	74	12	21	52	58	114	172
	2014	21	20	84	83	23	24	63	60	191	187
	2015	26	21	76	85	25	22	58	56	185	184
	2016	25	23	87	85	24	21	57	58	193	187
	2017	27	24	84	89	22	20	59	54	192	187
	2018	25	23	87	76	24	23	55	50	191	172
	2019	25	24	82	76	19	22	56	49	182	171
	2020	25	20	78	79	20	20	58	53	181	172
	2021	8	8	64	62	22	21	44	50	138	141
2022	<b>15</b>	<b>12</b>	<b>75</b>	<b>68</b>	<b>18</b>	<b>18</b>	<b>56</b>	<b>52</b>	<b>164</b>	<b>150</b>	

\*Note: The above table represents the number of wells actually sampled or measured rather than the number of wells participating in the program. Not all participating wells could be sampled or measured each year due to flooding, access, or other constraints.

**Table 8-2: Historical Results of the Groundwater Level Monitoring Program**

Maximum and Minimum Depth To Water (feet)										
Management Zone	Canyon		S.J. Upper Pressure		Hemet North (partial)		Hemet South		Totals	
Year	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
2013	59.6	292.0	40.7	616.8	162.7	267.1	1.1	363.1	1.1	616.8
2014	19.1	368.5	36.6	612.2	153.9	278.0	0.4	511.9	0.4	612.2
2015	11.0	334.0	30.9	660.7	155.5	258.5	4.1	195.6	4.1	660.7
2016	8.2	298.8	30.8	616.1	155.7	277.8	19.6	400.1	8.2	616.1
2017	5.1	320.4	29.8	612.0	156.3	265.1	13.3	480.2	5.1	612.0
2018	8.3	277.0	29.2	594.6	158.7	265.8	17.5	369.4	8.3	594.6
2019 (Spring)	2.1	268.0	4.5	600.0	157.5	237.6	13.1	364.9	2.1	600.0
2019 (Fall)	2.3	365.6	13.7	596.7	158.2	240.7	18.5	364.4	2.3	596.7
2020 (Spring)	11.6	374.0	18.3	618.8	159.1	242.6	16.8	365.3	11.6	618.8
2020 (Fall)	0.7	266.5	17.9	578.2	157.8	232.4	11.3	364.4	0.7	578.2
2021 (Spring)	1.2	315.2	19.9	535.6	159.7	236.6	19.6	406.6	1.2	535.6
2021 (Fall)	1.0	144.9	19.7	528.1	162.9	234.5	16.6	364.1	1.0	528.1
<b>2022 (Spring)</b>	<b>0.1</b>	<b>260.7</b>	<b>21.1</b>	<b>548.1</b>	<b>160.1</b>	<b>242.3</b>	<b>20.0</b>	<b>363.5</b>	<b>0.1</b>	<b>548.1</b>
<b>2022 (Fall)</b>	<b>0.1</b>	<b>289.8</b>	<b>21.1</b>	<b>567.0</b>	<b>158.7</b>	<b>241.5</b>	<b>18.0</b>	<b>390.2</b>	<b>0.1</b>	<b>567.0</b>



**Table 8-3: Historical Number of Wells Sampled for Groundwater Quality Monitoring**

Management Zone Responsibility/Year	Canyon	S. J. Upper Pressure	Hemet North (partial)	Hemet South	Totals	
<b>Wells Sampled by EMWD</b>	2013	14	30	22	20	86
	2014	12	38	22	18	90
	2015	6	27	19	15	67
	2016	10	40	24	25	99
	2017	9	33	23	14	79
	2018	10	41	26	22	99
	2019	10	33	25	23	91
	2020	12	37	22	19	90
	2021	9	28	21	15	73
	<b>2022</b>	<b>8</b>	<b>29</b>	<b>19</b>	<b>19</b>	<b>75</b>
<b>Wells Sampled by Other Agencies and Delivered to EMWD</b>	2013	6	13	0	7	26
	2014	7	10	0	5	22
	2015	1	8	0	5	14
	2016	7	9	0	2	18
	2017	4	8	0	3	15
	2018	5	8	0	3	16
	2019	5	10	0	2	17
	2020	5	9	0	2	16
	2021	5	8	0	1	14
	<b>2022</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>4</b>
<b>Total Wells Sampled</b>	2013	20	43	22	27	112
	2014	19	48	22	23	112
	2015	7	35	19	20	81
	2016	17	49	24	27	117
	2017	13	41	23	17	94
	2018	15	49	26	25	115
	2019	15	43	25	25	108
	2020	17	46	22	21	106
	2021	14	36	21	16	87
	<b>2022</b>	<b>8</b>	<b>32</b>	<b>19</b>	<b>20</b>	<b>79</b>

**Table 8-4: Historical Results of Groundwater Quality Monitoring**

Management Zone	Year	No. of Wells	TDS (mg/L)*		NO <sub>3</sub> -N (mg/L)*	
			High	Low	High	Low
Canyon	2013	20	1,500	160	14.0	< 0.2
	2014	19	1,100	170	9.9	< 0.2
	2015	7	1,200	200	8.6	< 0.1
	2016	17	1,100	190	17.0	< 0.1
	2017	13	1,200	200	5.8	< 0.1
	2018	15	1,350	218	10.7	< 0.4
	2019	15	1,440	220	5.4	< 0.2
	2020	17	1,130	410	9.0	< 0.2
	2021	14	842	204	10.7	< 0.4
	2022	<b>11</b>	<b>914</b>	<b>228</b>	<b>2.6</b>	<b>&lt; 0.4</b>
S.J. Upper Pressure	2013	43	1,100	170	35.0	< 0.2
	2014	48	1,900	160	32.0	< 0.2
	2015	35	6,500	200	28.0	< 0.1
	2016	49	5,100	150	37.0	< 0.1
	2017	41	2,600	170	28.0	< 0.1
	2018	49	7,410	168	35.6	< 0.4
	2019	43	874	160	39.0	< 0.2
	2020	46	1,270	40	39.0	< 0.2
	2021	36	202	1,290	41.1	< 0.4
	2022	<b>38</b>	<b>1,190</b>	<b>193</b>	<b>39.8</b>	<b>&lt; 0.4</b>
Hemet North (partial)	2013	22	1,200	320	9.4	< 0.2
	2014	22	1,100	300	9.0	< 0.2
	2015	19	950	350	7.6	< 0.1
	2016	24	1,000	340	9.0	< 0.1
	2017	23	1,100	340	11.0	< 0.117
	2018	26	1,100	332	10.3	< 0.4
	2019	25	1,100	440	10.1	< 0.2
	2020	22	1,130	410	9	< 0.2
	2021	21	1,280	446	10.2	< 0.4
	2022	<b>19</b>	<b>1,260</b>	<b>452</b>	<b>14.3</b>	<b>&lt; 0.4</b>
Hemet South	2013	27	1,500	230	39.0	< 0.2
	2014	23	1,500	190	35.0	0.43
	2015	20	1,400	220	50.0	0.65
	2016	27	1,400	170	42.0	< 0.1
	2017	17	1,400	190	39.0	< 0.1
	2018	25	1,290	190	39.0	< 0.4
	2019	25	1,600	200	47.0	< 0.3
	2020	21	1,440	214	46.0	< 0.4
	2021	16	1,440	212	44.1	0.6
	2022	<b>22</b>	<b>1,440</b>	<b>216</b>	<b>42.0</b>	<b>&lt; 0.4</b>

\*It should be noted that the same wells were not necessarily sampled each year, which may cause fluctuations in high and low values. It should also be noted that water quality and the character of groundwater are determined by a number of factors including: mineral content of sediments; recharge and drainage patterns; historic land use practices; and screening intervals and depths of wells sampled, to name a few.

**Table 8-5: Historical Number of Wells Measured for the Groundwater Extraction Monitoring Program**

Year	Method of Determining Groundwater Extraction			
	Number of Meters Read by EMWD	Number of Meters Read by Other Agencies & Reported to EMWD	Number of Wells with Extraction Estimated by EMWD	Total Wells
2013	93	41	38	172
2014	75	43	39	157
2015	75	39	39	153
2016	75	38	39	152
2017	74	39	39	152
2018	73	40	39	152
2019	75	40	39	154
2020	77	40	35	152
2021	75	39	34	148
2022	<b>77</b>	<b>42</b>	<b>38</b>	<b>157</b>

**Table 8-6: Historical Results of the Groundwater Extraction Monitoring Program**

Management Zone Year	Groundwater Extraction (AF)				
	Canyon	S. J. Upper Pressure	Hemet North (partial)	Hemet South	Totals
2013	10,903	27,697	2,409	8,688	49,697
2014	7,814	24,794	2,195	7,785	42,588
2015	2,567	26,628	2,192	7,563	38,950
2016	4,307	25,188	2,344	6,556	38,395
2017	7,181	23,251	2,231	6,023	38,686
2018	6,663	25,960	2,662	4,721	40,006
2019	6,566	19,904	2,520	3,271	32,261
2020	7,865	25,416	2,263	4,779	40,323
2021	7,949	25,920	2,382	4,390	40,641
<b>2022</b>	<b>7,466</b>	<b>24,247</b>	<b>2,817</b>	<b>4,590</b>	<b>39,120</b>

**Table 8-7: Historical Number of Wells Participating in the San Jacinto Watershed Groundwater Recordation Program**

Year	Groundwater Recordations				
	Filed with the State		Filed with EMWD		Totals
	Annual Notices	First Notices	Annual Notices	First Notices	
2007	-	-	103	10	113
2008	-	-	111	8	119
2009	-	-	115	2	117
2010	-	-	112	3	115
2011	-	-	121	3	124
2012	-	-	111	0	111
2013	-	-	113	2	115
2014	-	-	116	0	116
2015	-	-	94	0	94
2016	-	-	111	0	111
2017	-	-	135	0	135
2018	-	-	161	1	162
2019	-	-	97	1	98
2020	-	-	98	1	99
<b>2021</b>	-	-	<b>83</b>	<b>0</b>	<b>83</b>

**Table 8-8: Historical Production of the San Jacinto Watershed Groundwater Recordation Program**

Management Zone Year	Groundwater Production in Recordation Program (AF)				
	Canyon	S. J. Upper Pressure	Hemet North (partial)	Hemet South	Totals
2007	8,664	27,892	1,041	8,679	46,276
2008	8,060	24,377	436	12,763	45,636
2009	8,374	23,473	1,523	7,132	40,502
2010	6,566	22,669	1,751	5,372	36,358
2011	7,137	24,571	1,376	5,398	38,482
2012	7,209	22,383	637	6,748	36,977
2013	11,070	22,026	1,490	7,577	42,163
2014	5,660	21,263	953	6,983	34,859
2015	614	23,788	11	5,459	29,872
2016	1,949	20,362	487	5,459	28,257
2017	5,000	22,870	277	4,648	32,795
2018	4,542	22,981	777	3,615	31,915
2019	4,487	15,276	473	2,728	22,965
2020	5,655	21,301	251	3,917	31,124
<b>2021</b>	<b>5,730</b>	<b>19,637</b>	<b>412</b>	<b>4,037</b>	<b>29,816</b>

**Table 8-9: Historical Number of the Inactive Well Capping/Sealing**

Management Zone Year	Inactive Well Capping/Sealing Program				
	Canyon	S. J. Upper Pressure	Hemet North (partial)	Hemet South	Totals
2001	2	2	0	1	5
2002	2	11	2	6	21
2003	0	0	0	3	3
2004	0	7	3	0	10
2005	0	0	0	0	0
2006	0	2	0	0	2
2007	0	1	0	0	1
2008	0	0	0	0	0
2009	0	0	0	0	0
2010	0	0	0	0	0
2011	0	0	0	0	0
2012	0	0	0	0	0
2013	0	0	0	0	0
2014	0	0	0	0	0
2015	0	0	0	0	0
2016	0	0	0	0	0
2017	0	0	0	0	0
2018	0	0	0	0	0
2019	0	0	0	0	0
2020	1	8	4	3	16
2021	0	5	0	0	5
<b>2022</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Totals</b>	<b>5</b>	<b>36</b>	<b>9</b>	<b>13</b>	<b>63</b>

**Table 8-10: Historical Recycled Water Usage**

Management Zone  Year	Recycled Water Usage (AF)				
	Canyon	S. J. Upper Pressure	Hemet North (partial)	Hemet South	Totals
2013	0	8,977	1,897	1,894	12,768
2014	0	7,175	2,545	2,476	12,196
2015	0	7,170	2,580	2,543	12,293
2016	0	6,776	2,596	3,247	12,619
2017	0	6,769	2,620	2,695	12,084
2018	0	6,390	4,128	2,645	13,163
2019	0	4,519	2,720	2,170	9,409
2020	0	5,838	1,696	3,099	10,633
2021	0	6,232	1,609	3,435	11,276
<b>2022</b>	<b>0</b>	<b>7,316</b>	<b>1,836</b>	<b>3,558</b>	<b>12,710</b>



**Table 8-11: Historical Incidental Recycled Water Recharge**

Facility Year	Incidental Recycled Water Recharge (AF)		
	Alessandro Ponds	MWD San Jacinto Reservoir	San Jacinto Valley RWRP Ponds
2013	728	427	-
2014	76	36	-
2015	101	102	582
2016	48	162	413
2017	45	209	447
2018	30	5	189
2019	9	234	506
2020	107	257	408
2021	59	130	243
<b>2022</b>	<b>34</b>	<b>102</b>	<b>270</b>

**Table 8-12: Historical River Diversions**

Agency Location	LHMWD Diversions (AF)				EMWD Diversions (AF)	Total River Diversions (AF)
	Lake Hemet	South Fork	North Fork	Strawberry Creek	Grant Ave.	
2013	0	183	650	203	58	1,094
2014	300	0	308	78	211	897
2015	0	0	287	3	78	368
2016	0	0	789	70	515	1,374
2017	2,919	15	1,914	338	3,002	8,188
2018	0	0	243	10	500	753
2019	3,420	3,093	1,776	310	1,633	10,232
2020	4,302	4,023	1,024	626	1,207	11,182
2021	1,689	0	305	149	80	2,223
<b>2022</b>	<b>0</b>	<b>19</b>	<b>528</b>	<b>121</b>	<b>35</b>	<b>703</b>

**Table 8-13: Historical Precipitation**

Location	Rainfall (inches)			
	San Jacinto (186)		Hemet (180)	
Historic High	28.63	1978	26.60	1978
Historic Low	4.74	2022	3.64	2002
30-Year Mean	11.52		8.46	
Location	Rainfall (inches)			
	San Jacinto (161)		Hemet (180)	
2013	5.58		5.47	
2014	10.29		9.78	
2015	7.04		6.63	
2016	9.23		7.97	
2017	9.65		7.43	
2018	8.42		6.45	
2019	17.70		13.84	
2020	10.31		9.12	
2021	7.59		5.83	
<b>2022</b>	<b>4.74</b>		<b>4.38</b>	

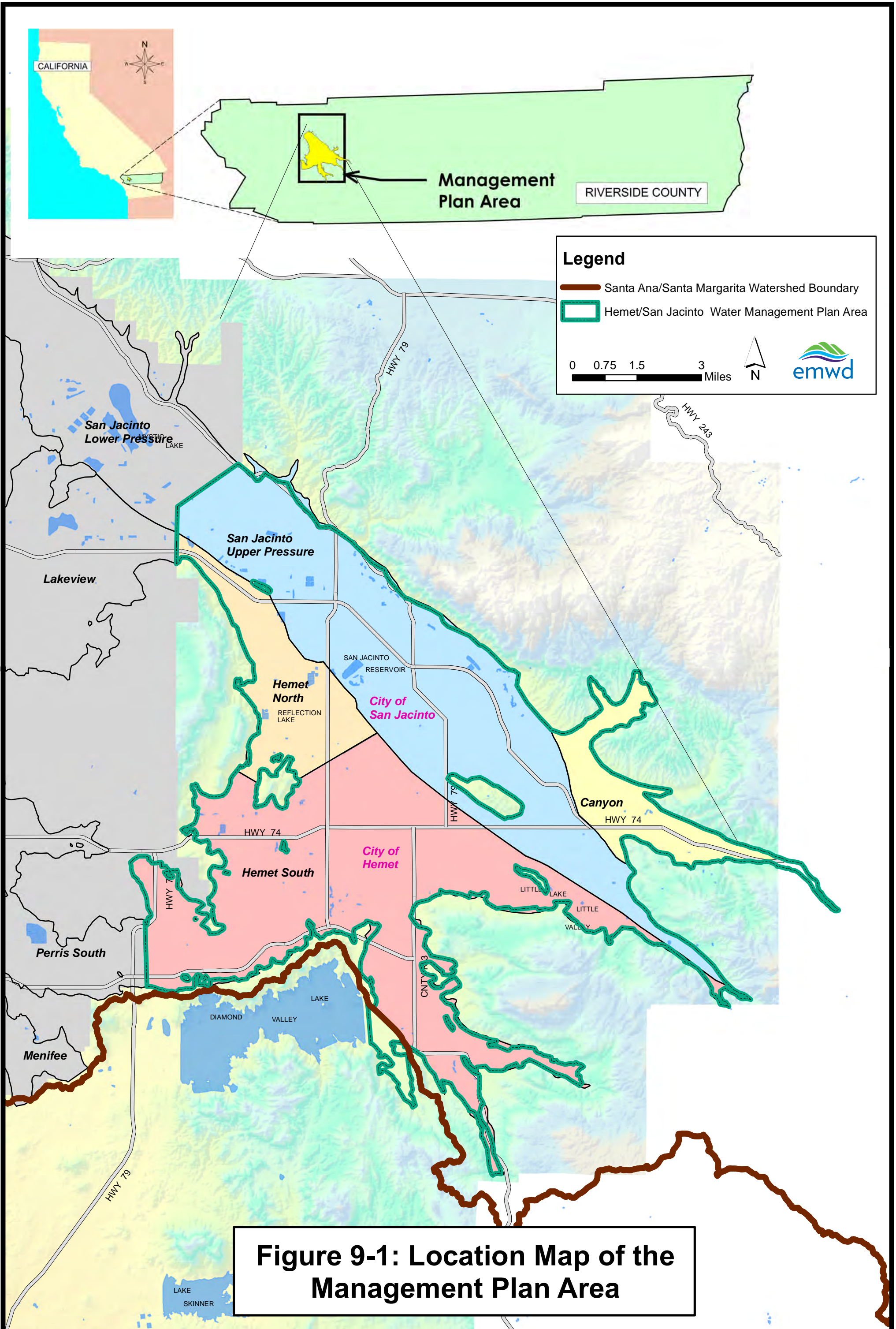
**Table 8-14: 2022 Monthly Groundwater Production**

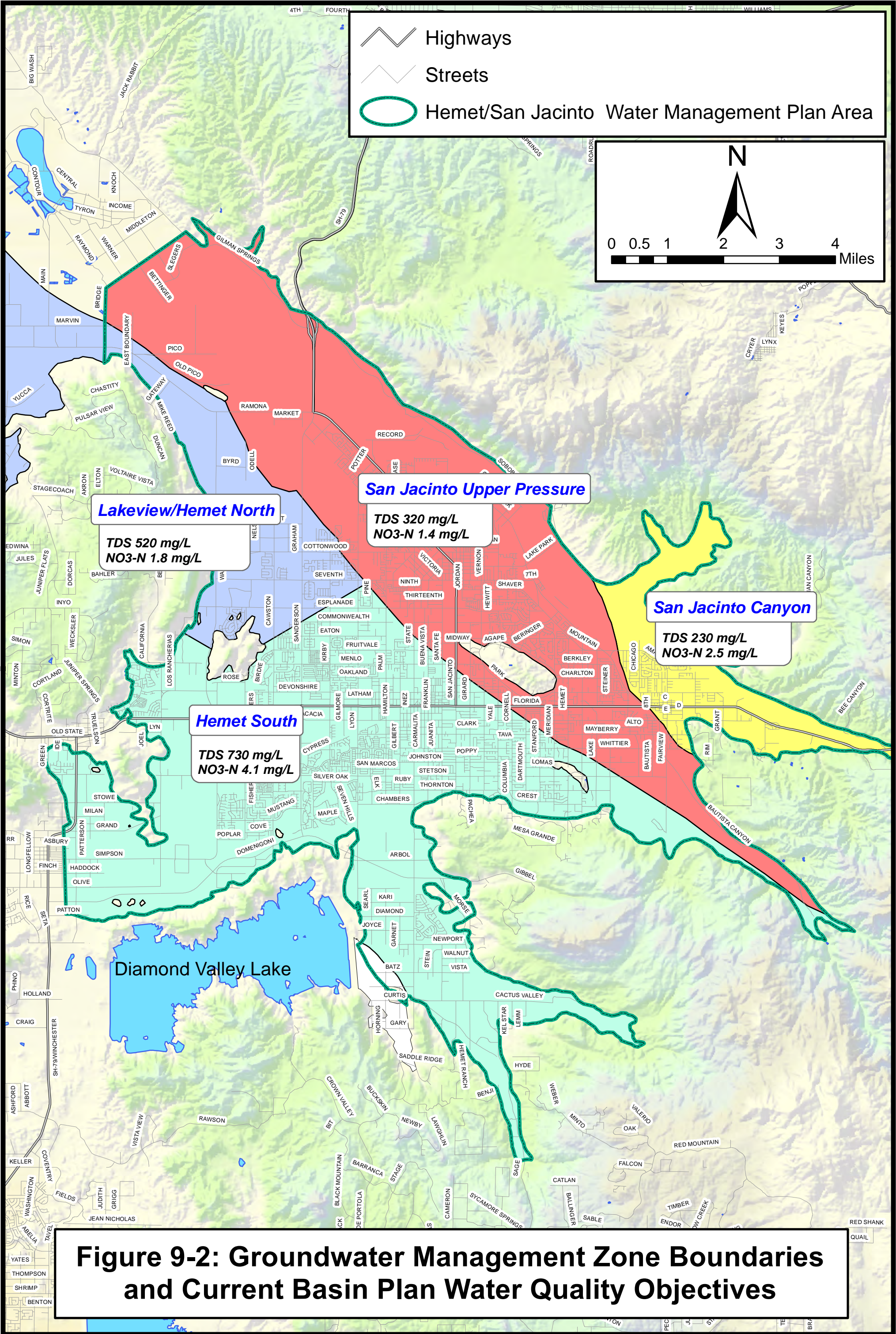
<b>Month</b>	<b>EMWD (AF)</b>	<b>LHMWD (AF)</b>	<b>City of Hemet (AF)</b>	<b>City of San Jacinto (AF)</b>	<b>Private Pumpers (AF)</b>	<b>Soboba Tribe (AF)</b>	<b>Total Production (AF)</b>
<b>January</b>	548	546	279	175	478	63	<b>2,089</b>
<b>February</b>	455	535	251	171	406	114	<b>1,932</b>
<b>March</b>	549	647	309	199	601	143	<b>2,448</b>
<b>April</b>	661	773	388	213	837	167	<b>3,039</b>
<b>May</b>	909	968	288	260	1,062	204	<b>3,691</b>
<b>June</b>	1,052	1,017	352	274	1,454	246	<b>4,395</b>
<b>July</b>	1,317	1,066	395	277	1,514	294	<b>4,863</b>
<b>August</b>	1,144	1,054	403	287	1,666	267	<b>4,821</b>
<b>September</b>	1,272	970	401	241	1,010	286	<b>4,180</b>
<b>October</b>	956	788	343	152	863	169	<b>3,271</b>
<b>November</b>	599	616	309	257	494	151	<b>2,426</b>
<b>December</b>	578	501	272	177	382	60	<b>1,970</b>
<b>2022 Total</b>	<b>10,038</b>	<b>9,481</b>	<b>3,988</b>	<b>2,682</b>	<b>10,769</b>	<b>2,162</b>	<b>39,120</b>



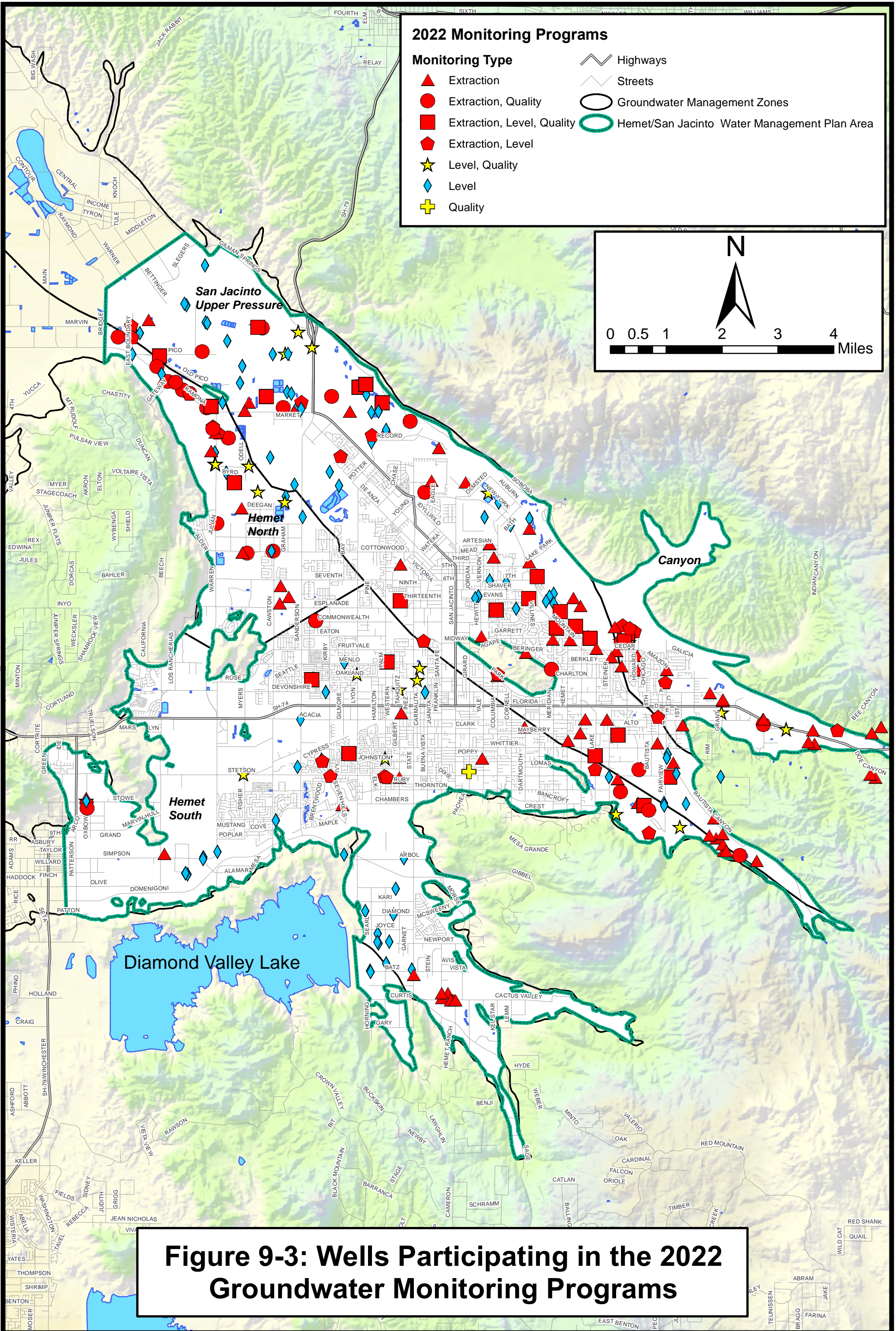
**Hemet-San Jacinto**  
Watermaster

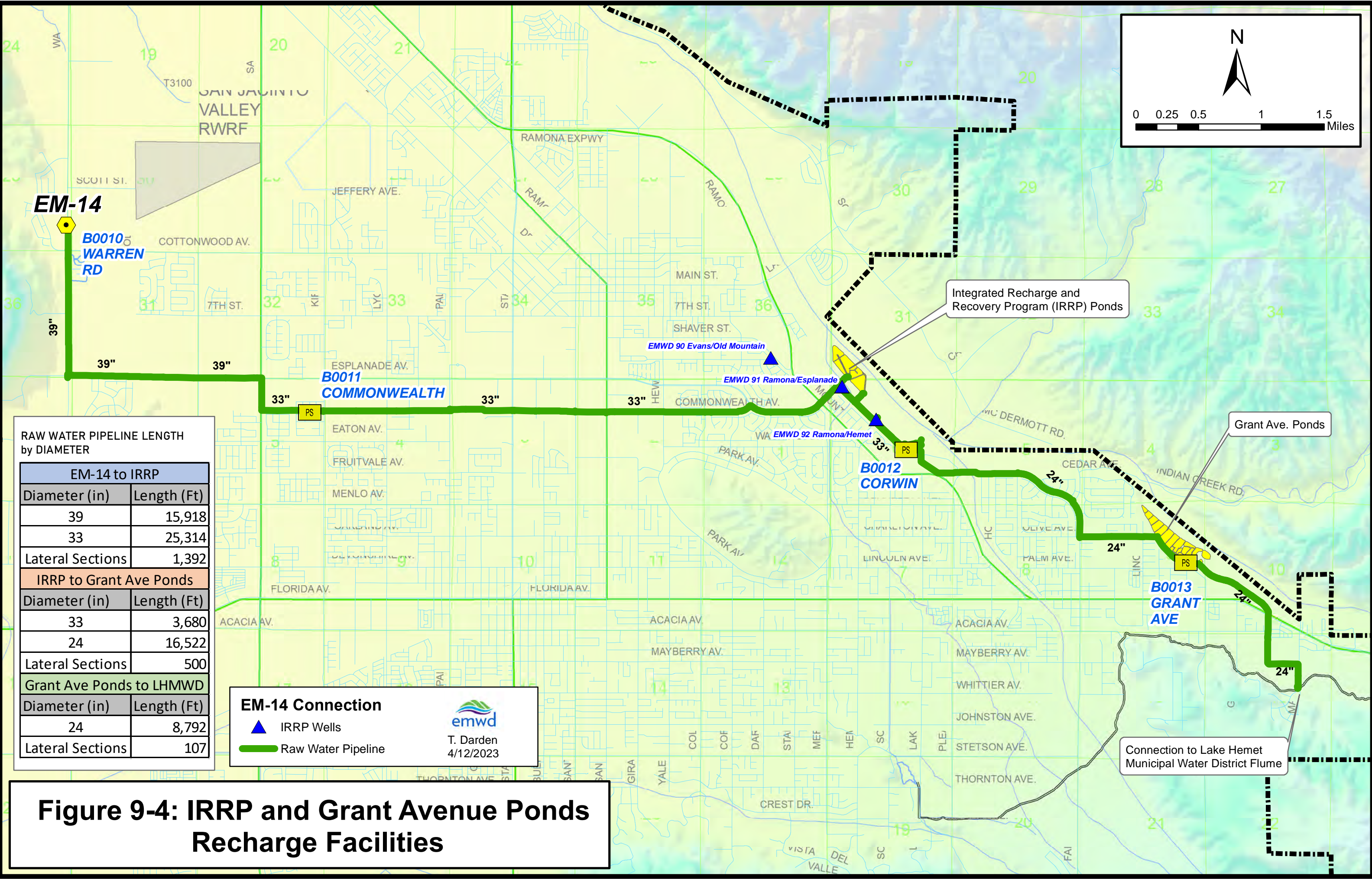
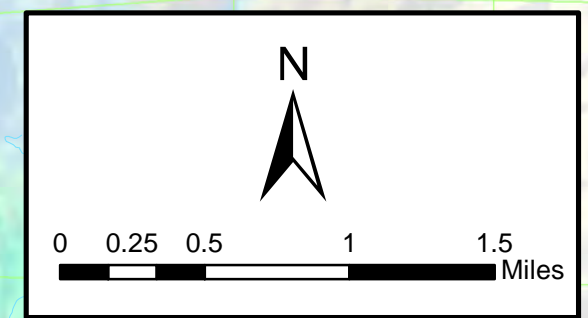
## **9 Figures and Maps**





**Figure 9-2: Groundwater Management Zone Boundaries and Current Basin Plan Water Quality Objectives**






**RAW WATER PIPELINE LENGTH by DIAMETER**

EM-14 to IRRP	
Diameter (in)	Length (Ft)
39	15,918
33	25,314
Lateral Sections	1,392
IRRP to Grant Ave Ponds	
Diameter (in)	Length (Ft)
33	3,680
24	16,522
Lateral Sections	500
Grant Ave Ponds to LHMWD	
Diameter (in)	Length (Ft)
24	8,792
Lateral Sections	107

**EM-14 Connection**

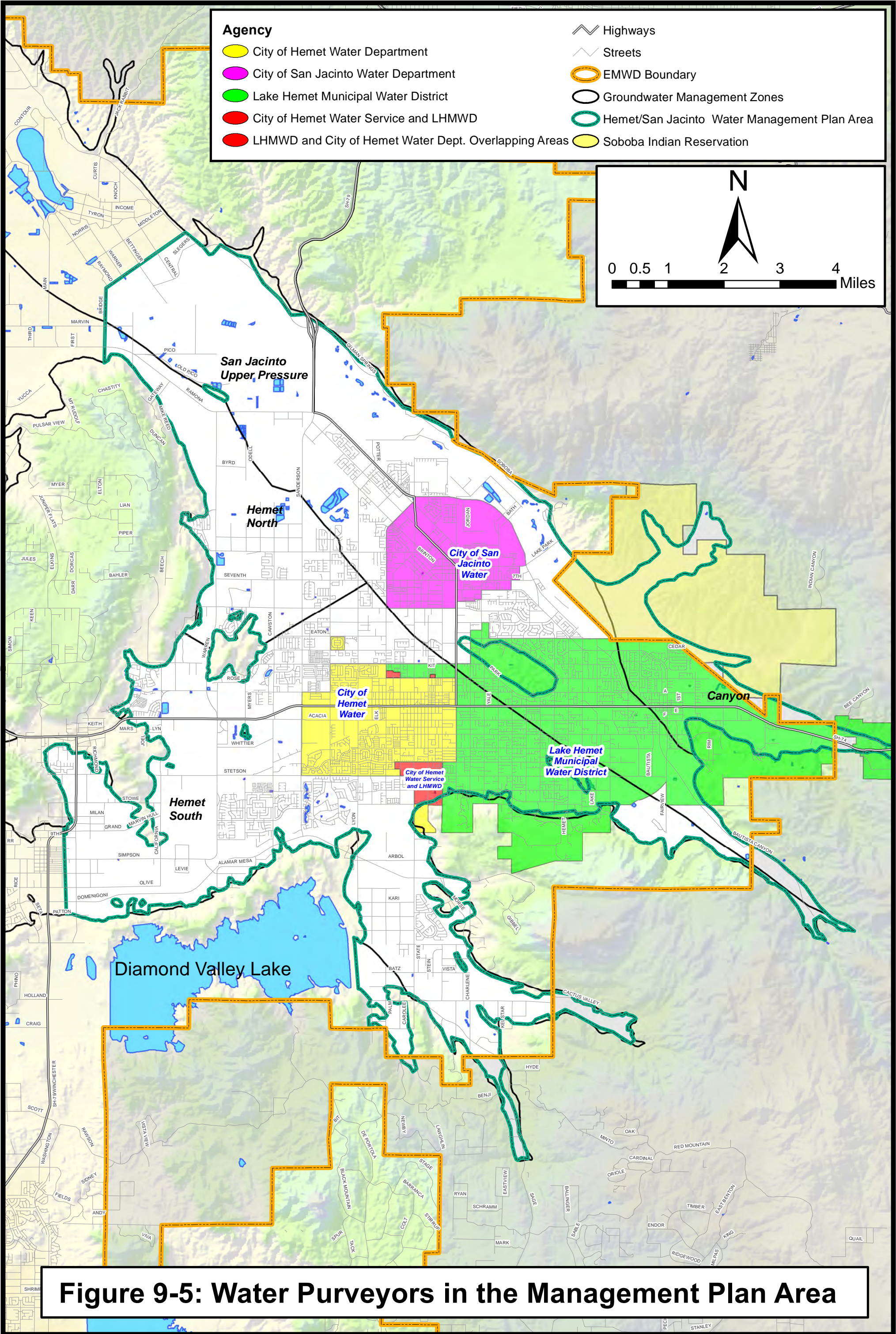
- ▲ IRRP Wells
- Raw Water Pipeline



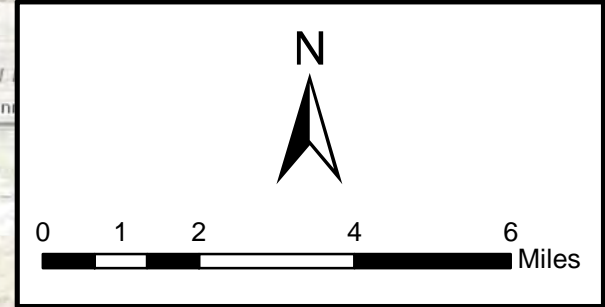
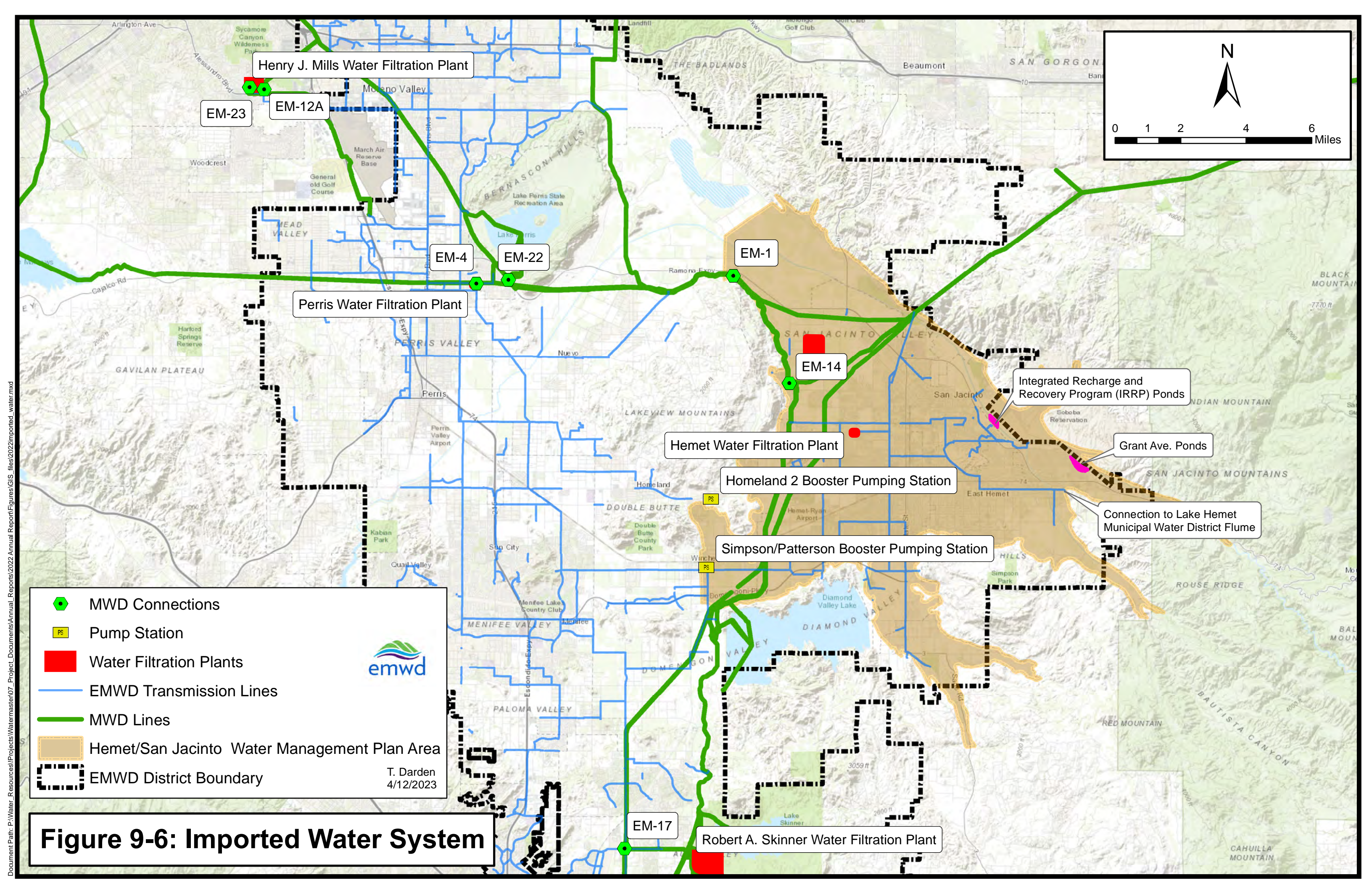
T. Darden  
4/12/2023

**Figure 9-4: IRRP and Grant Avenue Ponds Recharge Facilities**






**Figure 9-5: Water Purveyors in the Management Plan Area**

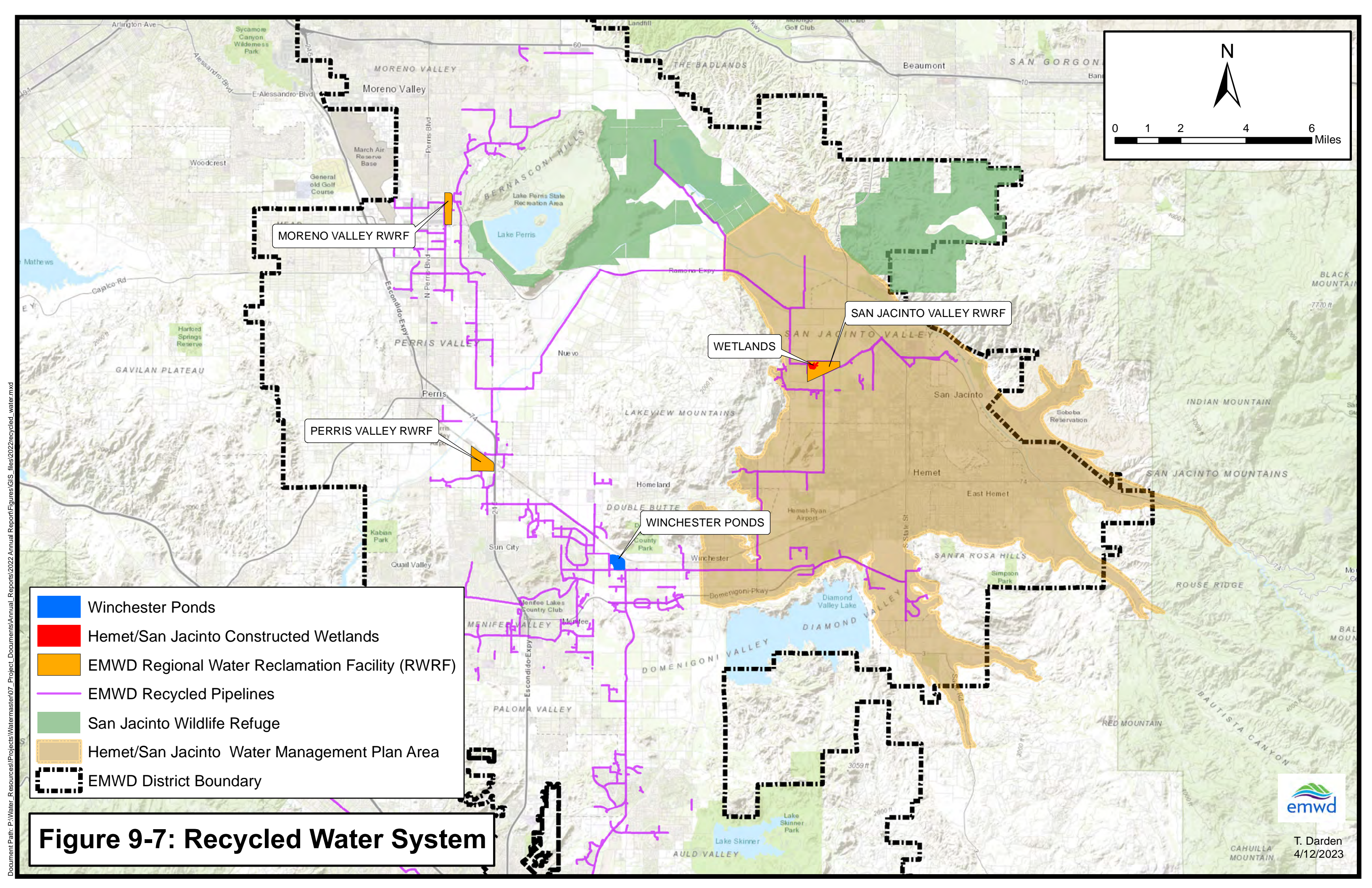


	MWD Connections
	Pump Station
	Water Filtration Plants
	EMWD Transmission Lines
	MWD Lines
	Hemet/San Jacinto Water Management Plan Area
	EMWD District Boundary

  
 T. Darden  
 4/12/2023

**Figure 9-6: Imported Water System**

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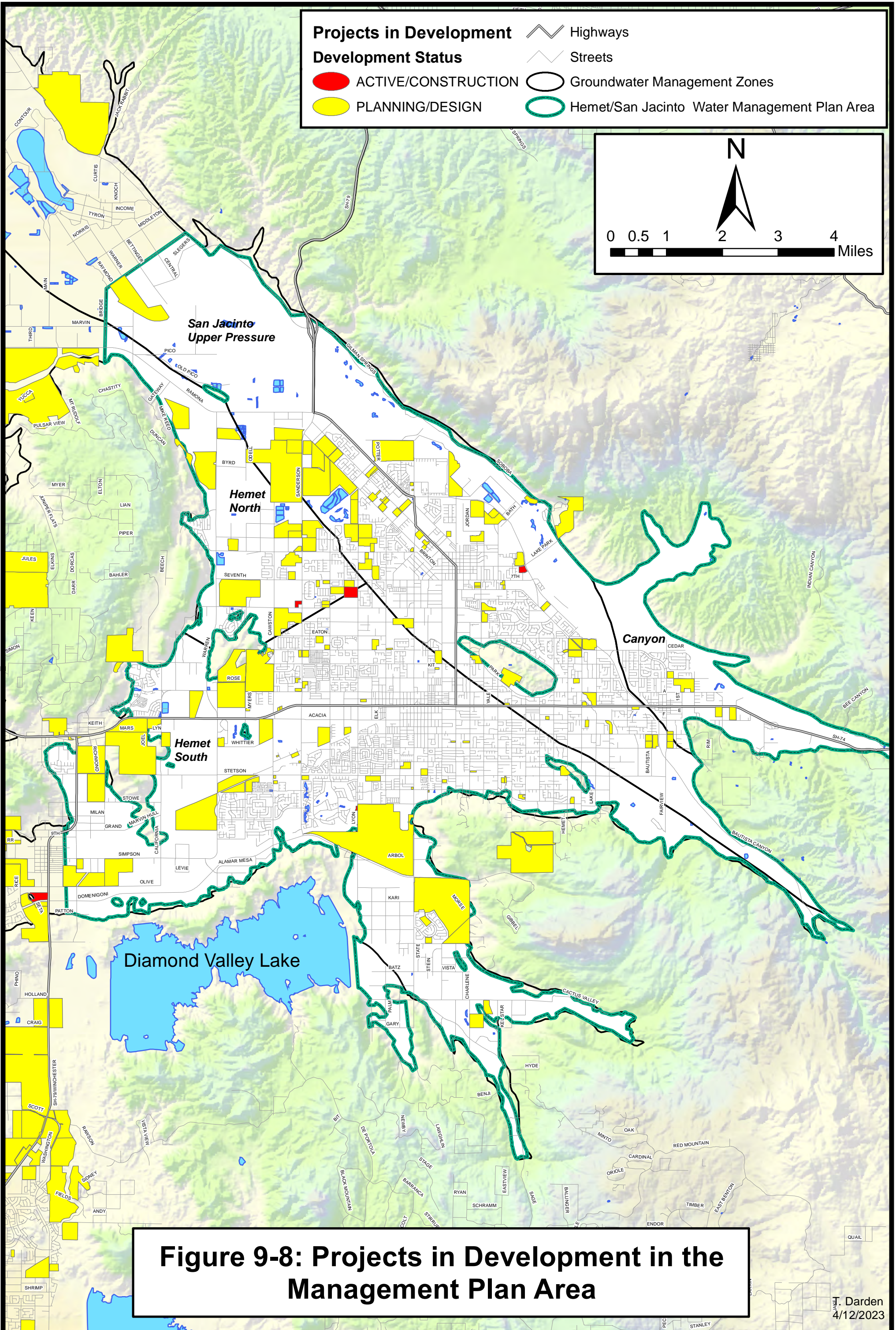
- Winchester Ponds
- Hemet/San Jacinto Constructed Wetlands
- EMWD Regional Water Reclamation Facility (RWRF)
- EMWD Recycled Pipelines
- San Jacinto Wildlife Refuge
- Hemet/San Jacinto Water Management Plan Area
- EMWD District Boundary

**Figure 9-7: Recycled Water System**

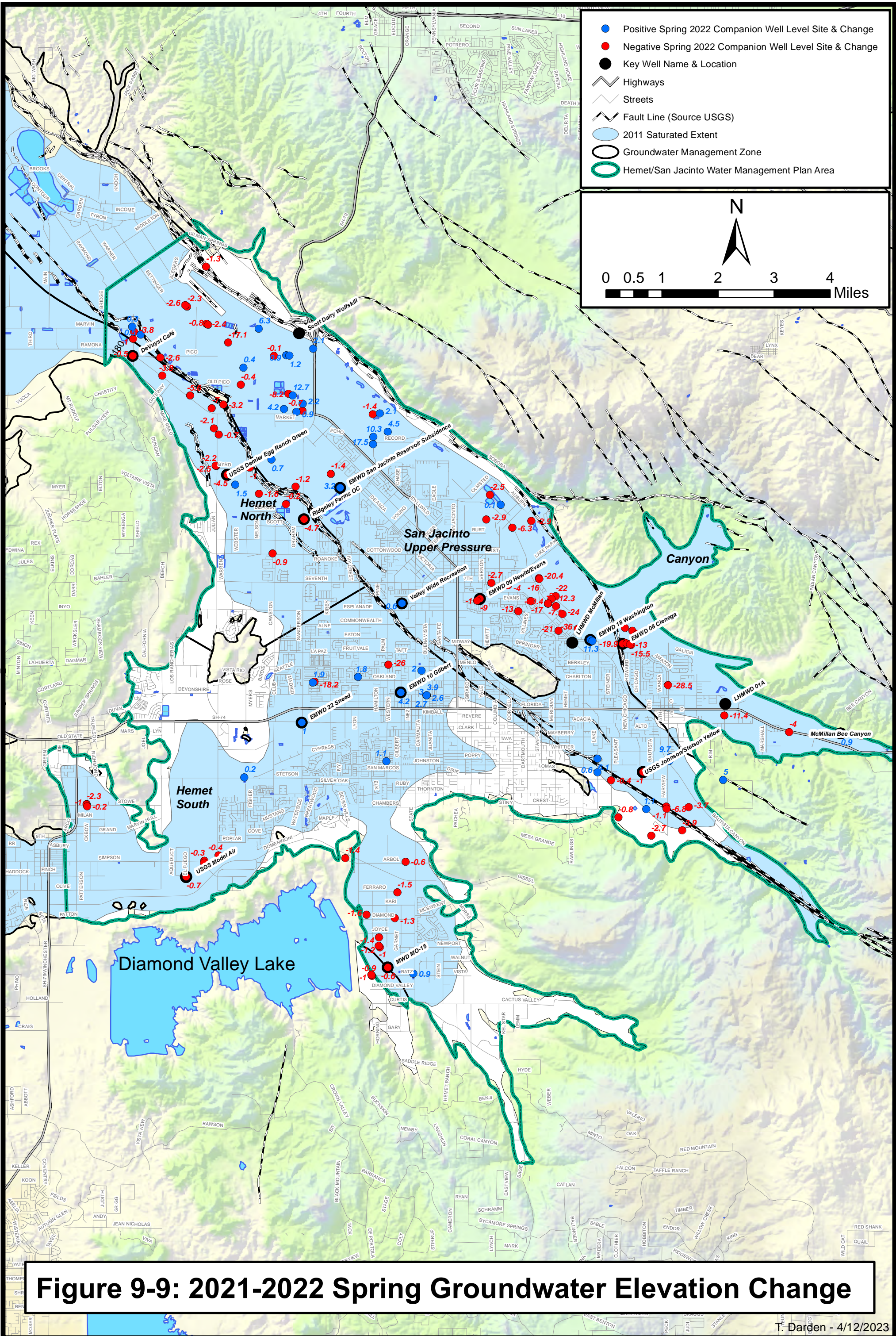


T. Darden  
4/12/2023

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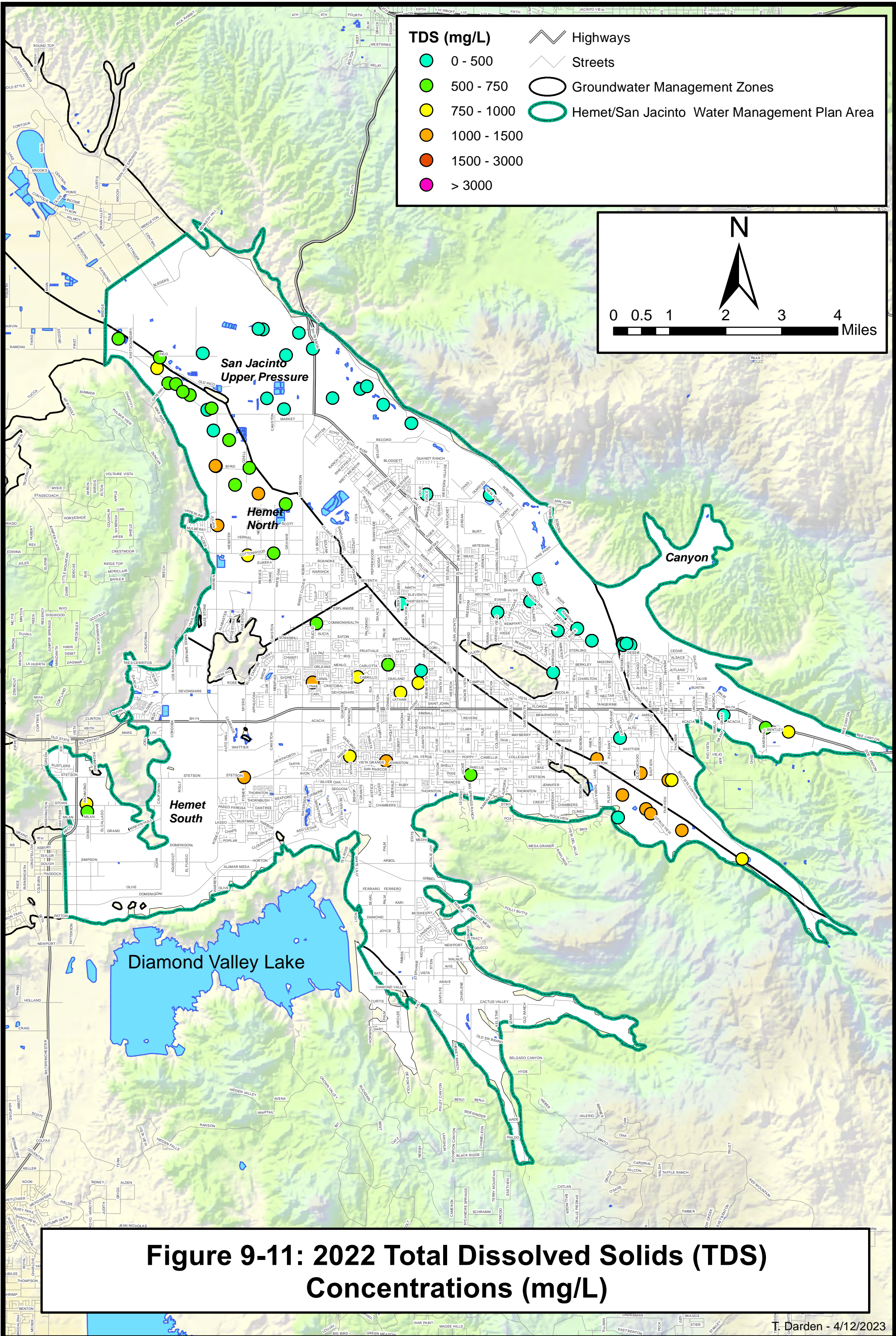


**Figure 9-8: Projects in Development in the Management Plan Area**

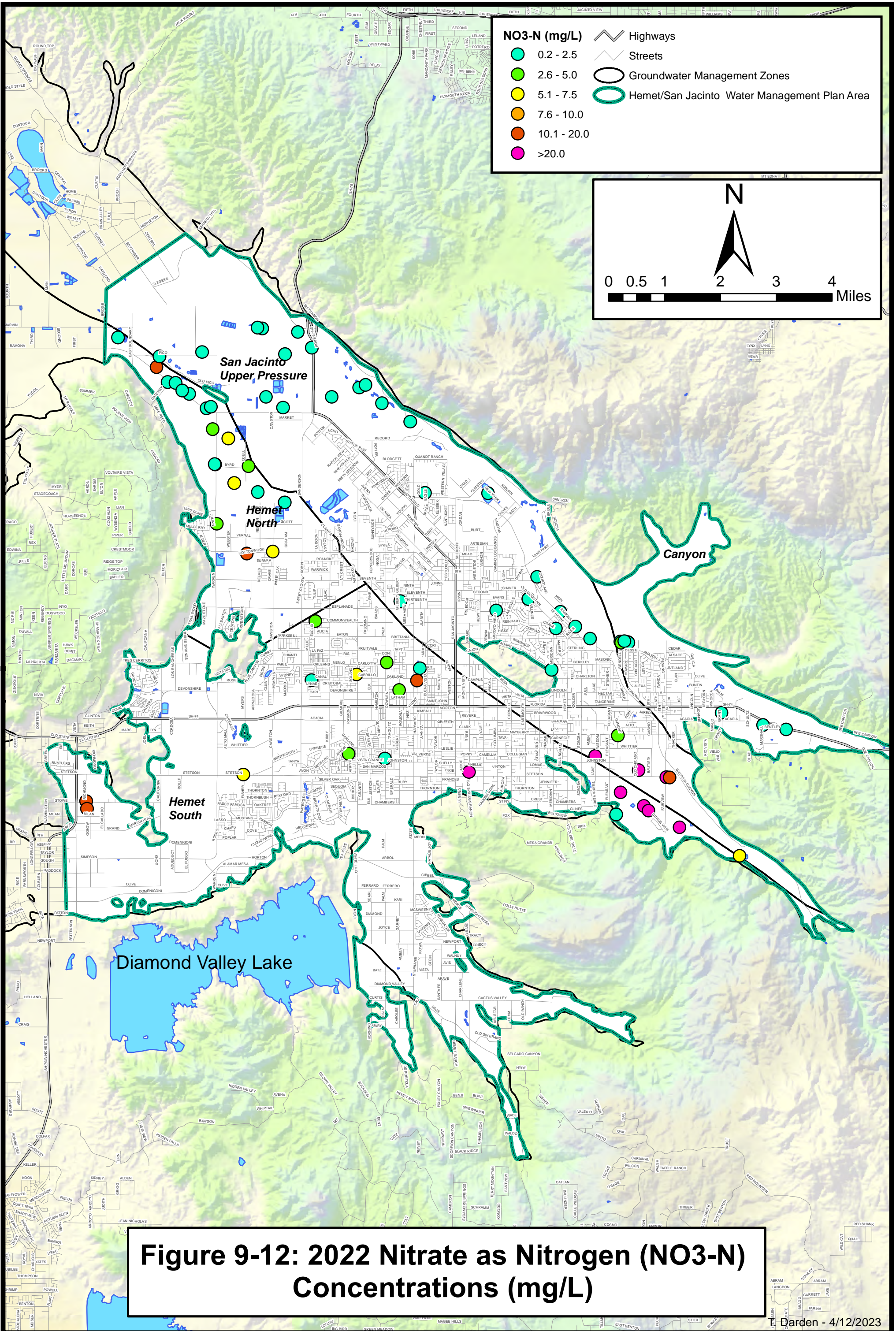


**Figure 9-9: 2021-2022 Spring Groundwater Elevation Change**



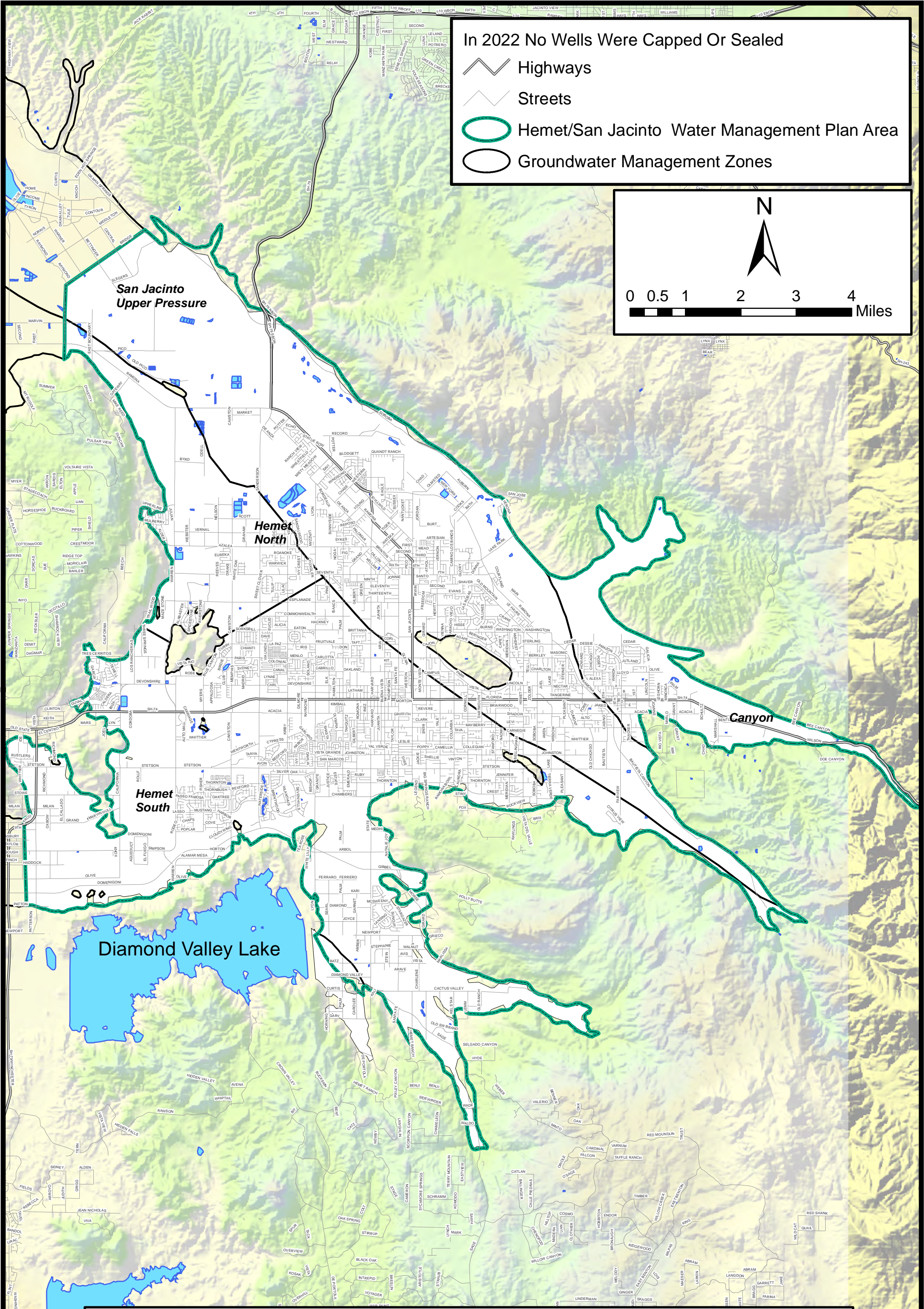


**Figure 9-11: 2022 Total Dissolved Solids (TDS) Concentrations (mg/L)**



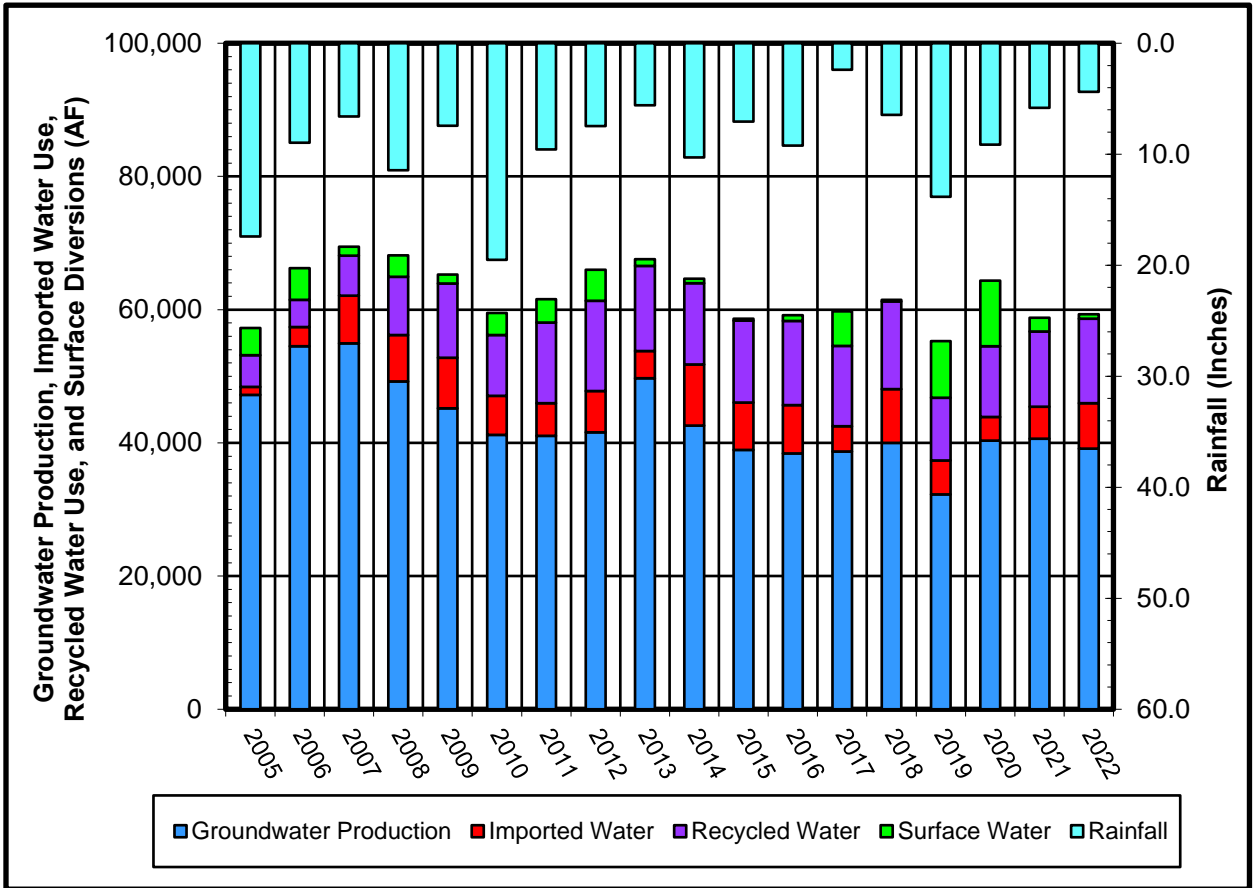
**Figure 9-12: 2022 Nitrate as Nitrogen (NO3-N) Concentrations (mg/L)**





**Figure 9-13: Inactive Well Capping/Sealing Program**

**Figure 9-14: Historical Groundwater Extraction, Imported Water Usage, Recycled Water Usage, Surface Water Usage, and Rainfall in the Management Area**



**Figure 9-15: Historical Imported Water Recharge in the Management Area**

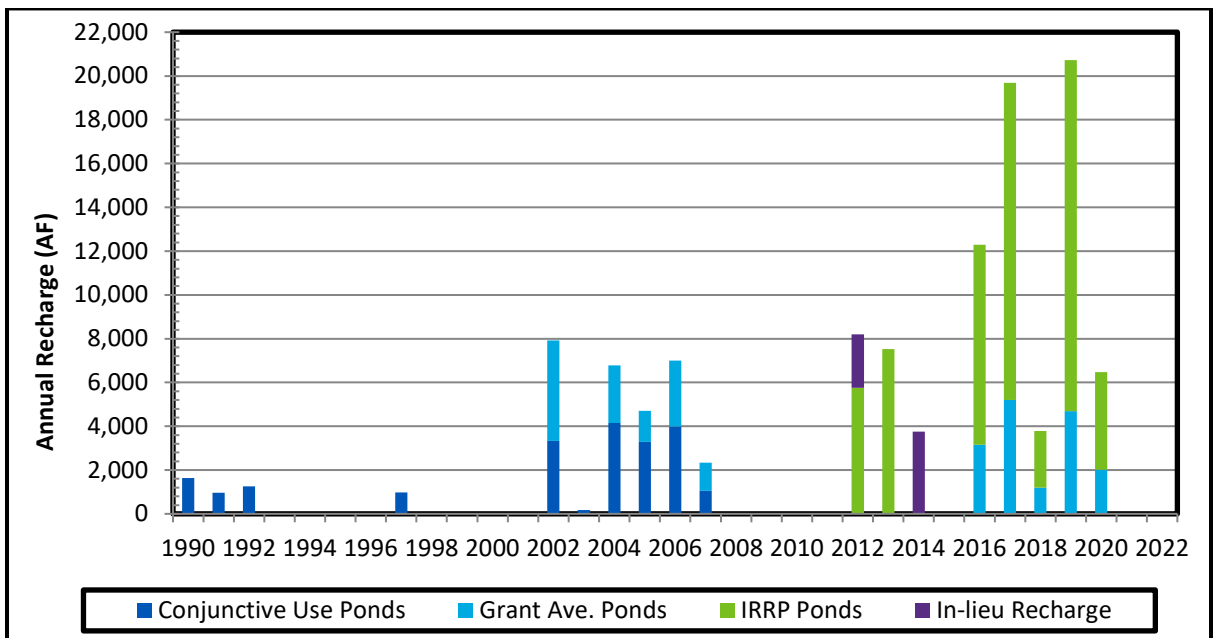


Figure 9-16: Class B Parcels Transitioned in 2022

Loyola Properties I, LP & Pietersma R & K Family Trust	
APN	
425070004	
425070005	
425110016	
425110004	
425110008	
425110009	

Pietersma R & K Family Trust	
APN	
425070017	
425070026	
425090007	
425090009	
425090025	
425070024	
425070025	
425070016	

San Jacinto 300	
APN	
430160001	
430110016	
430150002	
430120013	

Golden Ocean Realty	
APN	
436030002	
436170001	

Rennsport Properties LLC	
APN	
436040006	
436040008	
436030001	

D.R. Horton	
APN	
434250002	
434230003	
434230004	
434300012	
434300013	
434300016	
434300017	

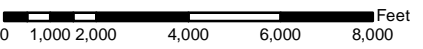
Genus LP	
APN	
433110040	
433070051	
433110020	

Colleen E E Pacheco	
APN	
434271026	

Strack Monte Bella LLC	
APN	
433110015	
433120026	
433110023	
433120027	
433110021	
433110004	
433110025	
433130001	
433110033	
433110034	
433120025	
433130020	

Walton California LLC	
APN	
465140004	
465140015	
465140024	
465140014	
465140022	
465140034	
465140002	
465140001	

San Jacinto 300	Walton California LLC
Rennsport Properties LLC	Strack Monte Bella LLC
Golden Ocean Realty	Hemet/San Jacinto Water Management Plan Area
Loyola Properties I, LP & Pietersma R & K Family Trust	Lake Hemet Municipal Water District
Pietersma R & K Family Trust	City of Hemet Water
Genus LP	City of San Jacinto Water
DR Horton	City of Hemet Water Service and LHMWD
Colleen Pacheco	





## **10 Appendices**

### **10.1 Watermaster Board Meeting Minutes**

### **10.2 Technical Advisory Committee Meeting Notes**

### **10.3 Watermaster Agreements**

### **10.4 Watermaster Resolutions**

### **10.5 Task Orders**

### **10.6 Independent Auditor's Report**

### **10.7 Canyon Operating Plan**

### **10.8 References**

## **Appendix 10.1 Watermaster Board Meeting Minutes**

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

February 28, 2022

4:00 pm

**Please note this meeting will be conducted pursuant to protocol for teleconferenced meetings based on Executive Order by Governor Gavin Newsom. Certain board members may be calling in to this meeting by telephone. Any member of the public can observe and participate in this meeting by attending the meeting at 2270 Trumble Road, Perris, CA 92570. Any member of the public wishing to make any comments to the Board may do so in person or by using the following call-in number: (872) 240-3212 access code: 288-806-141. All votes taken during the meeting will be conducted by oral roll call.**

<b>Meeting Access Via Computer (GoToMeeting):</b>
<a href="https://meet.goto.com/836770261">https://meet.goto.com/836770261</a>
<b>Meeting Access Via Telephone: +1 (669) 224-3412</b>
<b>Access Code: 836-770-261</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

II. ADDITIONS/DELETIONS TO THE AGENDA

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

A. Board Member Comments/Questions/Reports

B. Advisor Report

C. Legal Counsel Report

D. Treasurer Report

IV. CONSENT CALENDAR

- A. Approval of Minutes – November 22, 2021 Regular Board Meeting.  
*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

- A. 2021 Carry-Over Credit Accounts – Summary of the Carry-Over Credit Accounts as of December 31, 2021.  
*Recommendation: Receive and File Carry-over Credit Account Balances.*
- B. Consideration to Approve 2022 Water Resources Monitoring Program Support Services Task Order with EMWD – Summary of the proposed Task Order activities.  
*Recommendation: Adopt a motion to approve EMWD Water Resources Monitoring Support Services Task Order Number 15 for an amount not-to-exceed \$224,000.*

VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

- A. Groundwater Modeling Results – Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.
- B. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

VII. CLOSED SESSION – NONE

VIII. ADJOURNMENT

Next Regular Board of Directors Meeting  
May 23, 2022 at 4:00 pm at:  
Eastern Municipal Water District Board Room  
2270 Trumble Road, Perris, CA 92570

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans With Disabilities Act of 1990. Any person with a disability who requires a*

*modification or accommodation in order to participate in a meeting should direct such a request to the Watermaster Executive Assistant at 714-707-4787, at least 48 hours before the meeting, if possible.*

*Pursuant to Government Code Section 54957.5, any writing that (a) is a public record; (b) relates to an agenda item for an open session of a regular meeting of the Watermaster Board of Directors; and (c) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at Watermaster's office located at 2270 Trumble Road, Perris, CA 92570.*



**Hemet-San Jacinto Watermaster Board of Directors Meeting**  
**Eastern Municipal Water District**  
***February 28, 2022***

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, August 23, 2021, and online via GoToMeeting. The meeting was called to order by Chair Krupa at 4:05 p.m.

Board Members Present: Linda Krupa, Chair  
Steve Pastor Vice – Chair  
Phil Paule, Secretary/Treasurer  
Bruce, Scott, Board Member

Watermaster Staff Present: Thomas Bunn, Legal Counsel (Lagerlof LLP) - Remote  
Behrooz Mortazavi, Advisor (Water Resources Engineers)  
Irma Rodriguez, Executive Assistant (EMWD)

EMWD Staff Present: Joe Mouawad, General Manager  
Lanaya Alexander, Assistant General Manager of Planning, Engineering  
And Construction  
Matt Melendrez, Assistant General Manager of Operation  
Rachel Gray, Water Resources Planning Manager

City of Hemet Staff Present:

Lake Hemet Staff Present:

Other:

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag was led by Mr. Mouawad. Ms. Rodriguez conducted the roll call. All Board Members were present.

**I. PUBLIC COMMENTS –*Speakers are requested to limit comments to 3 minutes.***

None

**II. ADDITIONS/DELETIONS TO AGENDA**

None

**III. REPORTS**

**A. Board Members Comments/Questions/Reports**

None

## **Advisor Report**

Mr. Mortazavi reported on recent Watermaster Activities. Attachment 1 shows the complete Advisor Report.

Mr. Mortazavi reported that major part of the coordination effort with EMWD has been related to the 2021 Annual Report plus processing of the monitoring program data. There have not been any Soboba Imported Water deliveries since March of 2020.

The Treasurer Report will be reviewed under Item III-D.

The Technical Advisory Committee (TAC) had one meeting that was conducted via teleconference on February 14, 2022.

The advisor has been working with Woodard and Curran Consultants to re-calculate the safe yield of the basin and to develop a draft report as part of the Safe-yield calculations. This draft report has been provided to TAC Members for their review.

Mr. Mortazavi has participated in the Perris II Reverse Osmosis Treatment Facility Stakeholder Advisory Group and Technical Advisor Committee meetings conducted by EMWD; provided an overview of the Watermaster to a new Watermaster Board member; and coordinated communications between the Department of Water Resources and LHMWD for a potential stream gauge on Bautista Creek. Outreach activities included a conference call with KB Homes representatives and their attorney regarding Class B Adjusted Base Production Rights and uploading documents to the Dropbox site.

The city of San Jacinto is planning on drilling the Grant Well replacement in Mid-June. The City of Hemet Well 2A rehab is almost complete. Well 12 rehab will start in early March. LHMWD, with the cooperation from Riverside County Flood Control, has completed the Bautista Recharge Ponds. LHMWD Mountain Well and Well 8 are operational and LHMWD expects to connect these wells to the distribution system in early March. TCP levels at one of LHMWD's wells was increased significantly. They were trying to resolve this well's TCP problem by blending. The recent spike indicates that blending was not effective and LHMWD may look into connecting to EMWD non-potable pipeline for irrigation because of this problem. EMWD has awarded equipping of Wells 201, 202, 203, 205. The construction duration is anticipated to be about two years. EMWD is in the final design phase for the groundwater treatment facility for wells 201-203 and 205, Hewitt and Evans. Well 90 sanding issues have been resolved and the pump has been reinstalled. Well 91 pump will be replaced in the next couple of months. EMWD has removed the San Bernardino Kangaroo Rat (SBKR) intake canal crossing on November 1, 2021, for the Grant Avenue Ponds diversion period of November 1 through June 30.

The State water supply condition was reviewed by the Advisor.

## **B. Legal Counsel Report**

Mr. Bunn provided an update on the In-Lieu Agreements Assignment Agreement to the Watermaster and the Stipulation and Order for Intervention, where Class B water right holders could pass their water rights onto the new land owner. At the last meeting Watermaster Board approved the Assignment Agreements, subject to the review of EMWD Legal Counsel. Mr. Bunn has since communicated with EMWD Legal Counsel and can now finalize these agreements. The next step on the Class B water right Order for Intervention will be to contact the new owners and

explain their options for joining the lawsuit and receiving the rights associated with the property that they are purchasing.

Mr. Bunn reported on a lawsuit involving a different Watermaster. This case involved a Watermaster that started in the 1940s and dealt with surface water. Someone urged that they had certain water rights based on their interpretation of the Judgment and the Watermaster disagreed. The case went to trial court. The Watermaster appealed the decision and asked the court of appeal to reverse the trial court's ruling and the court of appeals said that the Watermaster was an arm of the court therefore, the Watermaster has no interest in the lawsuit and cannot request an appeal of the decision.

Mr. Paule asked where was this lawsuit at? Mr. Bunn said it was in the Lassen County area.

### **C. Treasurer Report**

Mr. Mortazavi reviewed the Treasurer Report with the Board. Attachment 2 shows the complete Treasurer Report.

Mr. Mortazavi also reviewed the pending payments and receivables. There are no additional pending items related to the 2020 budget and therefore, the 2020 budget page will not be presented in future Treasurer Reports.

There were no questions.

## **IV. CONSENT CALENDAR**

### **A. Approval of Meeting Minutes – November 22, 2021, Regular Board Meeting**

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Paule

Noes:

Seconded: Pastor

Abstain:

Ayes: Krupa, Scott

Motion Passes

Attachment 3 shows a copy of the November 22, 2021, Board Meeting Minutes.

## **V. ACTION ITEMS**

### **A. 2021 Carry-Over Credit Accounts**

Mr. Mortazavi reviewed the Carry-Over Credits that will be included in the Annual Report. At the end of 2020, Metropolitan (MWD) had pre-delivered 15,615 AF towards future obligations. Total of carry-over credits of all agencies at the end of 2020 was 72,429 AF. 7,500 AF of the 15,615 AF goes toward MWD's 2021 obligation, and the balance will remain for future deliveries. If the Soboba Tribe produces over 1,500 AF of groundwater, then the additional production will be offset using the 7,500 AF recharged water. In 2021, the Tribe pumped a total of 1,979 AF, therefore there was 478 AF that had to come out of the recharge account. This will leave a balance of 7,022 AF of unused Soboba Imported Water to be distributed among the parties.

The Adjusted Base Production Rights for 2021 was about 22,283 AF, while total production was about 25,000 AF plus 2,571 AF that was produced from the Phase I Wells. The Cities of Hemet and San Jacinto both produced less than their Adjusted Base Production Rights, therefore, there was an excess that will be accrued in their Carry-Over Accounts. As for EMWD and LHMWD, both had excess production above their Adjusted Base Production Rights. EMWD's excess production will be offset by the Unused Adjusted Base Production Right. LHMWD requested the excess production be offset by the Unused Soboba Imported Water. There was a transfer agreement between the City of Hemet and EMWD. Every year for the next 8 years there will be 2,500 AF reduction from the City of Hemet's Carry Over Accounts, and this will be transferred to EMWD.

Total Carry-over Credits by the end of 2021 was 74,167 AF and MWD Pre-Delivery for future use is 8,115 AF. All Class B Participants were below their allocations as of December 2021. Mr. Mortazavi's recommendation to the Watermaster Board is to receive and file the 2021 Carry-Over Credit Accounts Summary Data.

There were no questions for the Advisor.

Recommendation: Receive and File Carry-over Credit Account Balances.

Attachment 4 shows complete presentation.

**B. Consideration to Approve 2022 Water Resources Monitoring Program Support Services Task Order with EMWD**

Mr. Mortazavi reviewed the hours and cost estimates EMWD provided for support services for the Groundwater Monitoring Program.

There were no questions for the Advisor.

Recommendation: Adopt a motion to approve EMWD Water Resources Monitoring Support Services Task Order Number 15 for an amount not-to-exceed \$224,000.

Motion: Pastor  
Seconded: Paule  
Ayes: Krupa, Scott

Noes:  
Abstain:  
Absent:

Attachment 5 shows complete presentation.

**VI. INFORMATIONAL ITEMS/CORRESPONDENCE**

**A. Groundwater Modeling Results - Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.**

Due to technical difficulties and inability to have consultants make this presentation remotely, this Item was deferred until the next Board Meeting on May 23, 2022.

Attachment 5 shows complete presentation.

**B. Future Agenda Items**

None

**VII. CLOSED SESSION**

None

**VIII. ADJOURNMENT**

There being no further business to come before the Board; Ms. Krupa adjourned the meeting at 4:40 p.m., to be reconvened on Monday, May 23, 2022, at 4:00 p.m. (Adjourned Regular Meeting).

# **Watermaster Advisor Report**

## **February 28, 2022**

### **EMWD Related Coordination/Activities:**

- Major part of the coordination effort with EMWD was related to 2021 Annual Report plus processing of the monitoring program data.
- There have not been any Soboba Imported Water deliveries since March of 2020.

### **Budget/Accounting Related Activities:**

- All Participants have paid their second set of invoices for 2021 assessments. The final set of invoices for 2021 assessments will be mailed out in early March.
- The Financial audits are usually completed by this time of the year, but we are a little behind schedule this year. We expect the 2021 financial audit be completed by April.
- The Treasurer Report will be reviewed under Item III-D.

### **Technical Advisory Committee (TAC) Coordination/Activities:**

- TAC meeting for the month of February was conducted via teleconferencing on February 14, 2022, and major discussion items at the meeting were:
  - Review of 2021 Carry-Over Credit Accounts – Item V-A; and
  - Review of 2022 Water Resources Monitoring Program Support Services Task Order with EMWD – Item V-B;
  - Review of the Groundwater Modeling Results – Item VI-A.

The Draft Board Agenda was also reviewed by TAC.

### **Special Projects Activities:**

- Have been working with Woodard and Curran consultants to re-calculate the safe yield of the basin and to develop draft report as part of the Safe-yield calculations. The draft report has been provided to TAC Members for review, and the modeling results will be shared with the Watermaster Board later today under Item VI-A.

### **Municipal/Private Pumpers Coordination & Activities:**

- Participated at the Perris II Reverse Osmosis Treatment Facilities Stakeholder Advisory Group and Technical Advisory Committee meetings conducted by EMWD.
- Provided an overview of the Watermaster to a new Watermaster Board member.
- Coordinated communications between Department of Water Resources and LHMWD for a potential stream gauge on Bautista Creek.

**Outreach Activities:**

- Had a conference call with KB Homes representatives and their attorney regarding Class B Adjusted Base Production Rights.
- Uploaded documents to the Dropbox site.

**Miscellaneous Activities/Information:**

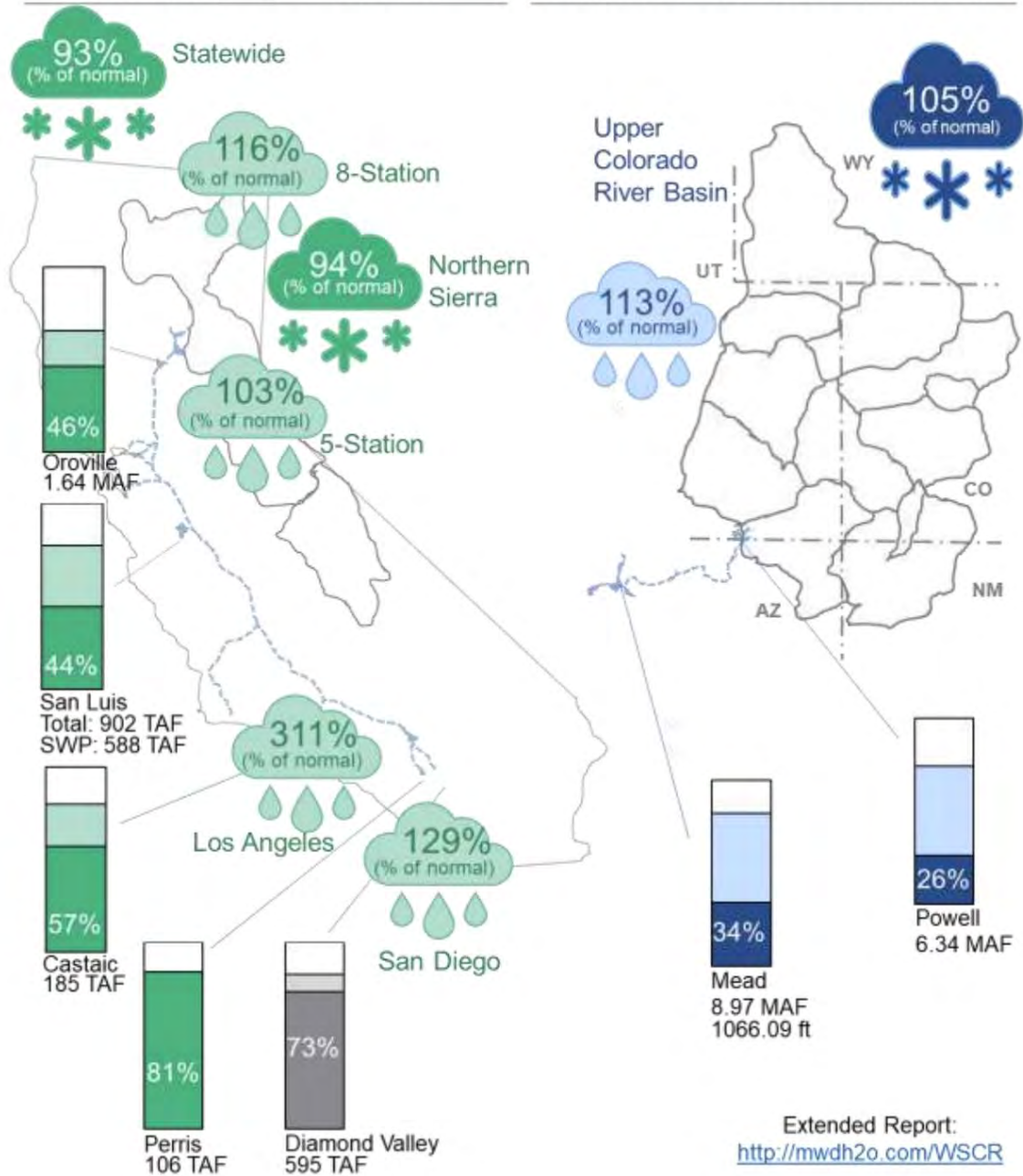
- City of San Jacinto Is planning on drilling of Grant Well replacement in mid-June.
- City of Hemet Well 2A rehab is almost complete. Well 12 rehab will start in early March.
- With cooperation from Riverside County Flood Control, LHMWD has completed the Bautista Recharge Ponds;
- LHMWD Mountain Well and Well 8 are operational and LHMWD expects to connect these wells to the distribution system in early March.
- TCP levels at one of LHMWD wells was increased significantly. LHMWD was trying to resolve this well's TCP problem by blending. The recent spike indicates that blending was not as effective. LHMWD may look into connecting to EMWD non-potable pipeline for irrigation because of this problem.
- EMWD has awarded equipping of Wells 201, 202, 203, 205. The construction duration is anticipated for be about two years.
- EMWD is in final design phase for the groundwater treatment facility for wells 201-203 and 205: Hewitt and Evans.
- EMWD's Well 90 sanding issues have been resolved and pump is reinstalled.
- EMWD's Well 91 pump to be replaced in the next couple of months.
- EMWD has removed the San Bernardino Kangaroo Rat (SBKR) intake canal crossing on November 1, 2021 for the Grant Avenue Ponds diversion period of November 1 through June 30.
- A summary of the State's water resources conditions as of January 31, 2022 (prepared as part of the MWD General Manager's February 2022 Report to MWD Board) is attached.

## State Water Project Resources

SWP Table A – 15% - 286,725 AF

## Colorado River Resources

Projected CRA Diversions – 1,155,000 AF



As of January 31, 2022



**Water Supply Conditions as of January 31, 2022**

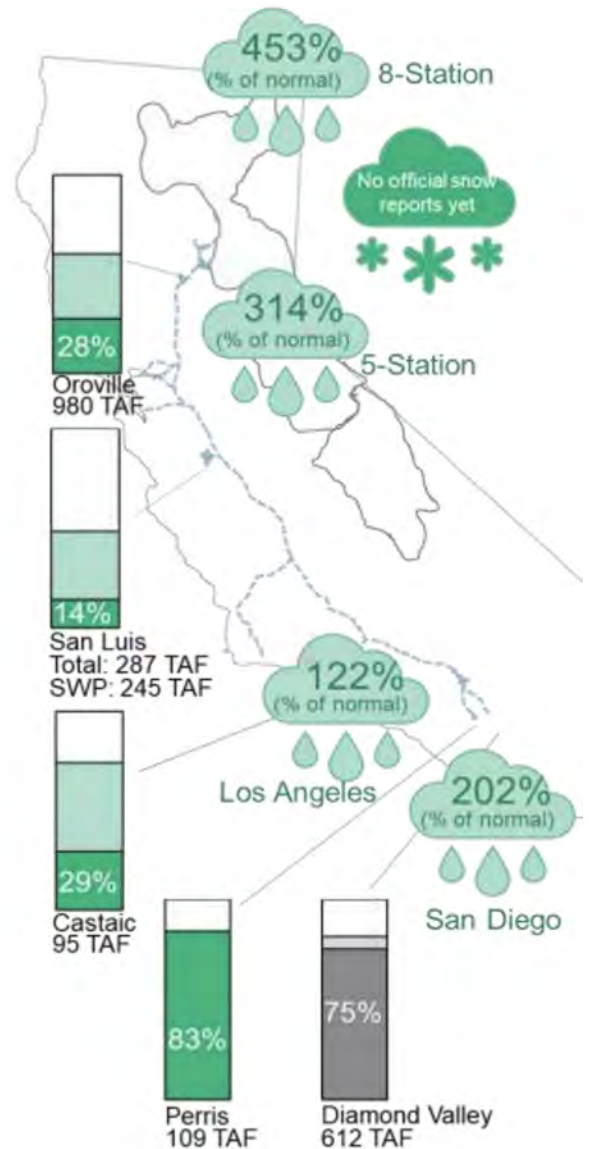
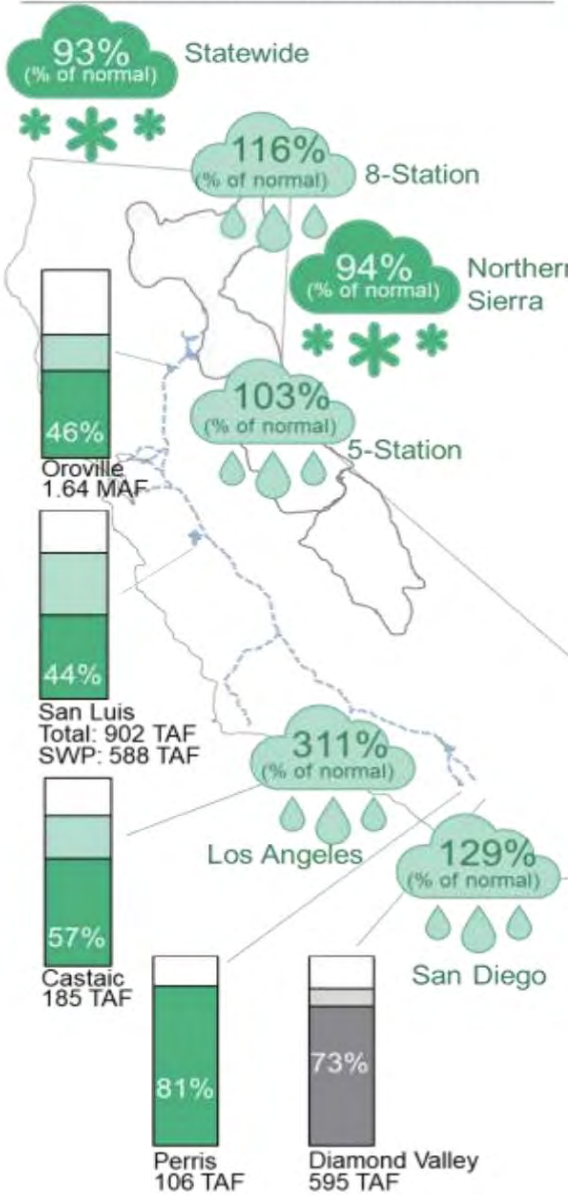
**Water Supply Conditions as of October 31, 2021**

**State Water Project Resources**

**State Water Project Resources**

SWP Table A – 15% - 286,725 AF

SWP Table A – 5% - 95,575 AF

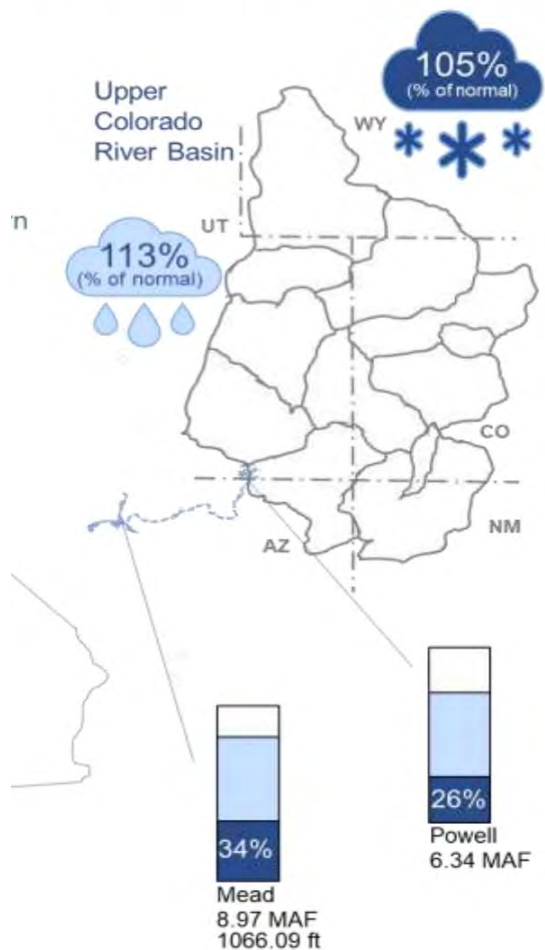


**Water Supply Conditions as of January 31, 2022**

**Water Supply Conditions as of October 31, 2021**

**Colorado River Resources**

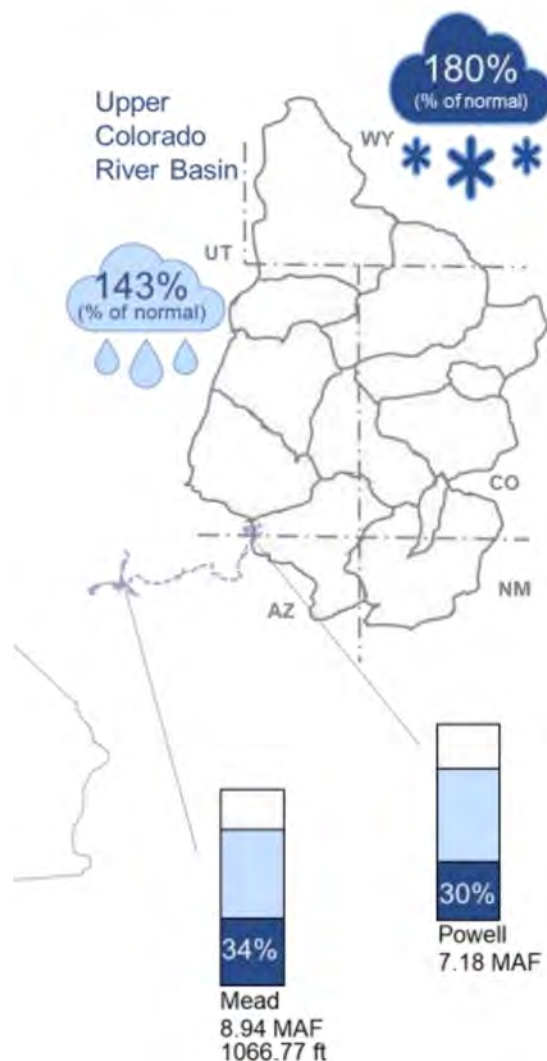
Projected CRA Diversions – 1,155,000 AF



Extended Report:  
<http://mwdh2o.com/WSCR>

**Colorado River Resources**

Projected CRA Diversions – 1,076,000 AF





1295 Corona Pointe Court, Suite 104, Corona CA 92879 • Telephone: (714) 707-4787

**Watermaster Board**

To: Hemet-San Jacinto Watermaster Board of Directors

**Chair**

Linda Krupa

From: Board Treasurer

**Vice-Chair**

Steve Pastor

Date: February 28, 2022

**Secretary-Treasurer**

Philip E. Paule

**Board Members**

Alonso Ledezma  
Bruce Scott

The Board Treasurer has reviewed and approved the following account information:

**Board Alternates**

Russ Brown  
Susie Esquire  
Randy A. Record

**Advisor**

Behrooz Mortazavi

**Legal Counsel**

Lagerlof, LLP

<b>Total Cash and Investments as of October 31, 2021</b>		<b>\$ 1,082,423.62</b>
<b>Revenues for November 1, 2021 – January 31, 2022:</b>		
	City of Hemet	\$ 50,752.58
	City of San Jacinto	\$ 46,278.75
	LHMWD	\$195,136.31
	EMWD	\$191,714.41
<b>Total Received</b>		<b>\$ 483,855.05</b>
<b>Payments for November 1, 2021 – January 31, 2022:</b>		
	Lagerlof LLP	\$ 7,632.00
	Woodard & Curran	\$ 60,475.50
	Water Resources Engineers	\$ 50,457.24
<b>Total Payments</b>		<b>\$ 118,564.74</b>
<b>Cash Flow for November 1, 2021 – January 31, 2022:</b>		<b>\$ 365,290.31</b>
<b>Other Income/Expense for November 1, 2021 – January 31, 2022:</b>		
	Savings Interest	\$ 238.70
	Other Expense/Fees	\$ 0.00
<b>Total Other Income/Expense</b>		<b>\$ 238.70</b>
<b>Total Cash and Investments as of January 31, 2022</b>		<b>\$ 1,447,952.33</b>

<b>Pending Receivables:</b>			
<b>Total Pending Receivables</b>			<b>\$ 0</b>
<b>Pending Payments:</b>			
	Lagerlof	\$ 4,440.00	
	EMWD	\$ 1.00	
	WRE	\$ 13,594.64	
<b>Total Pending Payments</b>			<b>\$ 18,035.64</b>

<b>2020 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget (August 24, 2020)</b>	<b>Commitments (As of January 31, 2022)</b>
In-Lieu Program Agreement	\$ 215,700	\$ 160,000	\$ 120,077.72
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 194,100	\$ 194,100	\$ 194,002.41
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 31,900	\$ -	
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 7,000	\$ 8,500	\$ 8,271.00
Legal Counsel Contract	\$ 15,000	\$ 15,000	\$ 6,228.00
Advisor Contract	\$ 183,000	\$ 165,000	\$ 164,905.14
Administrative Support	\$ 12,000	\$ 9,000	\$ 8,829.00
Insurance; Office Supplies & Other Direct Costs	\$ 10,000	\$ 10,000	\$ 9,395.0
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,000.0
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 14,000	\$ 14,000	\$ 13896.50
<b>TOTALS</b>	<b>\$ 687,950</b>	<b>\$ 580,600</b>	<b>\$ 530,604.77</b>

<b>2021 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget August 2021</b>	<b>Commitments (As of January 31, 2022)</b>
In-Lieu Program Agreement	\$ 215,400	\$ 180,000	
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 191,700	\$ 191,700	
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 31,300	\$ -	
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000	\$ 8,100	\$ 4,501.00
Legal Counsel Contract	\$ 15,000	\$ 15,000	\$ 14,724.00
Advisor Contract	\$ 182,000	\$ 186,000	\$ 169,105.84
Administrative Support	\$ 12,000	\$ 11,000	\$ 9,772.00
Insurance; Office Supplies & Other Direct Costs	\$ 10,000	\$ 10,000	\$ 9,320.37
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 95,000	\$ 95,000	\$ 84,549.50
<b>TOTALS</b>	<b>\$ 766,650</b>	<b>\$ 701,800</b>	<b>\$ 296,972.71</b>

2022 Budget Items	Allocations	Revised Budget TBD	Commitments (As of January 31, 2022)
In-Lieu Program Agreement	\$ 198,500		
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 224,000		
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 31,300		
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000		
Legal Counsel Contract	\$ 12,000		
Advisor Contract	\$ 190,000		
Administrative Support	\$ 12,000		
Insurance; Office Supplies & Other Direct Costs	\$ 12,000		
Database/Mapping Application Maintenance	\$ 5,250		
<b>Additional Projects/Activities</b>			
Evaluate Revised Safe Yield Estimate	\$ 25,000		
<b>TOTALS</b>	<b>\$ 720,850</b>		

**Hemet-San Jacinto Watermaster Board of Directors Meeting**  
**Eastern Municipal Water District**  
**November 22, 2021**

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, November 22, 2021, and online via GoToMeeting. The meeting was called to order by Chair Krupa at 4:01 p.m.

Board Members Present: Linda Krupa, Chair  
Steve Pastor Vice – Chair  
David Slawson, Alternate  
Bruce, Scott, Board Member  
Alonso Ledezma, Board Member- Remote

Watermaster Staff Present: Thomas Bunn, Legal Counsel (Lagerlof LLP)  
Behrooz Mortazavi, Advisor (Water Resources Engineers)  
Michelle Mayorga, Executive Assistant (Water Resources Engineers)

EMWD Staff Present: Joe Mouawad, General Manager  
Lanaya Alexander, Assistant General Manager of Planning, Engineering and Construction  
John Adams, CFO - Remote  
David Garcia, Director of Water Operations – Remote  
Rachel Gray, Water Resources Planning Manager

City of Hemet Staff Present: Travis Holyoak, Water Supervisor - Remote  
Mike Gow, General Manager - Remote

Lake Hemet Staff Present:

Other: Howard Tounget - Remote

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag was led by Ms. Krupa. Ms. Mayorga conducted the roll call. All Board Members were present.

**I. PUBLIC COMMENTS –*Speakers are requested to limit comments to 3 minutes.***

None

**II. ADDITIONS/DELETIONS TO AGENDA**

None

**III. REPORTS**

**A. Board Members Comments/Questions/Reports**

None



## **Advisor Report**

Mr. Mortazavi reported on recent Watermaster Activities. Attachment 1 shows the complete Advisor Report.

Most of the Advisor's coordination efforts with EMWD related to the review of the In-lieu Agreement and issues related to the Assignment Agreement, plus processing of the monitoring program data.

All Participants have paid their second set of 2021 assessment invoices. The Treasurer Report will be reviewed under Item III-D.

The Technical Advisory Committee (TAC) had one meeting that was conducted via teleconference on November 8, 2021. The major items discussed were:

- Assignment of the In-Lieu Agreements (Item V-A);
- Standard Form of Stipulation for New Class B Participants' Intervention – (Item V-B);
- Proposed 2022 Annual Budget (Item-C); and

TAC also discussed potential subsidies for recycled water users in the management area that are not Judgment Participants. This discussion will continue at future TAC meetings.

In addition, EMWD staff provided updates on:

1. The IRRP recharge ponds;
2. Status of the Canyon Basin Operating Plan; and
3. Adoption of the San Jacinto Groundwater Sustainability Plan.

The Draft Board Agenda was revised by adding an information item to the Agenda (Item VI-A).

The advisor has reviewed the preliminary data that Woodard and Curran consultants have developed as part of the Safe-yield calculations. EMWD staff have been invited to participate at the review sessions with the Consultants. A draft report of this project is expected to be ready for TAC's review in early 2022 and the results will be shared with the Watermaster Board at our February meeting.

Mr. Mortazavi participated at the West San Jacinto Groundwater Sustainability Plan Advisory and Technical Advisory Committee meetings as well as EMWD's Perris South Groundwater Model Advisory Planal. He has had several communications with a Class B Participant and their attorney regarding the sale of properties with Class B water rights. There has also been communication with Mr. Bunn, and attorneys for Class B Participants regarding the In-Lieu Agreement requirements.

EMWD had a dedication event for the Mountain Avenue West Groundwater Replenishment Basin facility. These basins will be used for both long-term and short-term recharge of the groundwater basin. Well 90 is offline due to high sanding. EMWD Staff expects to have this well online before the end of November. EMWD Board acting as the West San Jacinto Groundwater Sustainability Agency (GSA) adopted the San Jacinto Groundwater Basin Groundwater Sustainability Plan on September 15, 2021. The Plan was submitted to the Department of Water Resources on November 17, 2021. EMWD has awarded the equipping package for Wells 201, 202, 203, 205. This project is expected to be completed in the next 2 years.

LHMWD's Well 8 is expected to be in operation by December 2021. Construction of the Bautista Recharge Ponds by LHMWD and the Riverside County Flood Control and Water Conservation District is about 50% complete. A lease agreement has been finalized between LHMWD and a local farming operation for the use of their well.

The city of Hemet's Well 2A is being rehabbed. Well 12 is off-line and the city is asking for bids for the rehab of this well.

The city of San Jacinto is looking at replacing the Grand Well with a new well.

A summary of the State's water resources conditions as of October 31, 2021 (prepared as part of the MWD General Manager's November 2021 Report to MWD Board) is attached.

Mr. Mortazavi asked EMWD staff to participate in the review of the State's water resources conditions. Lanaya Alexander, Assistant General Manager of Planning, Engineering and Construction at EMWD reported that hydrological conditions continue to deteriorate through 2020 and into 2021. Both years have been two driest consecutive years on record. Due to this extreme condition, on November 9, 2021, MWD declared an emergency drought condition. In response to this declaration, MWD also passed a resolution to call on member agencies to review adequacy of past drought measures and past drought responses, make all reasonably practical changes to operations to reduce the State Water Project use, immediately mandate and implement such conservation requirements such as water use efficiency measures and drought related limitations as appropriate to reduce the State Water project use. EMWD's Board passed a resolution that focuses on water waste. EMWD will be targeting customers who typically exceed their water budget and they will also be asking their customers to defer activities that typically warrant a variance from their water budgets. Mr. Joe Mouawad, General Manager at EMWD, reiterated that concern and said that approximately 80% of EMWD customers stay within their water budgets.

#### **B. Legal Counsel Report**

Mr. Bunn will provide this report under Actions Items.

#### **C. Treasurer Report**

Mr. Mortazavi reviewed the Treasurer Report with the Board. Attachment 2 shows the complete Treasurer Report.

Mr. Mortazavi also reviewed the pending payments and receivables. There are only two items listed on the 2020 budget which are not fully paid (the Groundwater Monitoring and the Groundwater Modeling effort).

There were no questions.

### **IV. CONSENT CALENDAR**

#### **A. Approval of Meeting Minutes – August 23, 2021, Regular Board Meeting**

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Paule

Noes:

Seconded: Scott

Abstain:

Ayes: Krupa, Pastor, Ledezma

Motion Passes

Attachment 3 shows a copy of the August 23, 2021, Board Meeting Minutes.

**V. ACTION ITEMS**

**A. Consideration to Approve Assignment of In-lieu Agreements from EMWD to Hemet - San Jacinto Watermaster**

Mr. Bunn said that he and the Advisor have reviewed the current documentation and found that the assignment for the In-lieu Agreement from EMWD to the Watermaster has not been documented. The significance of this assignment is that, it would put the Watermaster in the position to approve any transfers, amend Agreements or enforce the Agreements. It is Mr. Bunn's recommendation to approve the Assignment Agreement, subject to the review of EMWD Legal Counsel.

There were no questions for Legal Counsel.

Recommendation: Adopt a motion to Authorize the Watermaster Chair to Execute the Assignment Agreement subject to Approval of the Form of Agreement by EMWD and Watermaster Legal Counsel.

Motion: Pastor

Seconded: Ledezma

Ayes: Krupa, Paule

Noes:

Abstain: Scott

Absent:

Attachment 4 Draft Agreement

**B. Consideration to Approve Standard Form of Stipulation for Intervention for New Class-B Participants**

1. Mr. Bunn explained that the Judgment provides for three classes of landowner rights. Non-Participants do not participate in the Judgment but still have State water rights. Class A Participants acknowledges and agrees to the physical solution but does not have a fixed water rights assigned, and Class B Participants have a fixed water rights assigned. This right is a limit above which they cannot pump without incurring a replacement water assessment. The water right that they are given, is equivalent to the amount of their historical pumping. Class B water right can be transferred with the property. It does require the buyer (transferees or successors) to agree to the Judgement terms and become a party to the Judgment. Currently, the buyer must file a motion in court. In the past this has not been done by all buyers. It is Mr. Bunn's opinion that some of the new buyers have not communicated with anyone because they would need an attorney to file a motion, attend a hearing and pay the Court fees (currently set at \$435). Mr. Bunn would like to use a Stipulation instead of a Court Motion. The Stipulation will streamline the process. He would also like to put a provision dismissing the seller from the lawsuit and Watermaster will no longer be obligated to send the previous owner any mailings. However, even with this proposed process in place, some obstacles will remain. The new buyer will still need an attorney if title is held by a corporation or an LLC. If the transfer process is presented to the court as a stipulation, the court may not impose an appearance fee. If the appearance fee is an obstacle for the buyer, the Watermaster could pay the fee for the buyer.

Mr. Mortazavi added that there are approximately six new landowners that have purchased land from Class B participants and need to be contacted. By streamlining this process, it would provide the new owners an easier way to intervene. At the last TAC meeting, TAC Members were asked to provide input as to whether the Watermaster should pay for the filing fees on behalf of the new owners. It was TAC's recommendation that it would be appropriate for the Watermaster to pay these fees on behalf of the new landowners.

Mr. Paule asked how other Watermasters handle this situation? Mr. Bunn replied that in most cases, the buyers are required to become parties to the lawsuit. Mr. Pastor asked should a potential buyer contact Mr. Bunn or the Advisor? Mr. Bunn said they can contact either one. Mr. Scott commented that this is a valid problem, and he thanked Mr. Bunn for streamlining this process.

Mr. Bunn is recommending the Watermaster Board to approve the standard form of Stipulation for intervention process and authorize Legal Counsel to take the necessary actions to implement the new process pending review and approval by EMWD Legal Counsel.

Recommendation: Adopt a motion to approve the Standard form of Stipulation for intervention Process and Authorize Legal Counsel to Take Necessary Action to Implement the New Process.

Motion: Paule  
Seconded: Ledezma  
Ayes: Krupa, Pastor, Scott

Noes:  
Abstain:  
Absent:

### **C. Consideration to Adopt 2022 Annual Budget**

Mr. Mortazavi reviewed the 2022 and mentioned that this presentation is a summary of the detailed draft budget items that was previously provided at the August meeting. He reviewed the 2022 Budget Assumptions and the proposed 2022 activities and projects.

The proposed 2022 Budget line items are similar to the current 2021 line items.

Mr. Mortazavi discussed two options for the 2022 Budget. The proposed options are similar with the exception of \$25,000 funding for the evaluation of the revised safe yield estimates (Option 2).

Mr. Mortazavi requested approval of the 2022 Budget (Option 2) and for the Board to consider using reserve funds to offset excess expenditures related to the proposed 2022 Budget. He is also requesting the authorization to initiate the proposed year 2022 activities/projects, and invoice participating agencies in accordance with the proposed schedule.

There were no questions for the Advisor.

Attachment 5 shows complete Presentation

Recommendation: Adopt a motion to Approve Proposed 2022 Annual Budget (Option 2) and Authorize Advisor to Initiate Proposed Activities and Invoice Participating Agencies in Accordance with the proposed Schedule.

Motion: Paule  
Seconded: Pastor  
Ayes: Krupa, Scott, Ledezma

Noes:  
Abstain:  
Absent:

## **VI. INFORMATIONAL ITEMS/CORRESPONDENCE**

### **A. Santa Ana River Conservation and Conjunctive Use Program and Mountain Avenue West Groundwater Replenishment Facilities**

Ms. Gray, Water Resources Planning Manager at EMWD, provided an overview of the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP). There are five regional agencies collaborating to develop a multi-benefit, multi-use program in the Santa Ana River Watershed. Some of the objectives of this project include banking of imported water in groundwater basins during wet years, increasing available water supplies in dry years; providing a regional benefit to the Santa Ana River Watershed, enhancing water supply reliability; and providing an extraordinary supply benefit during MWD allocation plan implementations. EMWD is receiving approximately \$12.7 Million in grant funding towards the construction of the 40-acre recharge facility, including 22-acres of active recharge basins as part of the San Jacinto Valley Enhanced Regional Recharge Program, three potable wells (wells 201,202 & 203), and the conveyance pipeline. The Hewitt and Evans Groundwater Treatment Facility is also being constructed, however this facility is not receiving any grant funding. Equipping of the wells is estimated to be completed by early 2024. Design for the Hewitt and Evans Groundwater Treatment facility is targeted for late 2021 with spec review in late 2021/early 2022. The Mountain Avenue West Replenishment facility include one basin for de-silting and flow distribution and two for recharge operations. This facility is capable of recharging up to 30,000 acre feet per year. With the proximity of this facility to residential neighborhoods, mitigation and safety features including dust control measures, embankment slope lining with soil cement to reduce lateral transmission of recharge water and elimination of slope erosion, perimeter berms to reduce traffic distractions, basin water level monitors tied into the SCADA system and 11 groundwater monitoring wells in and around the site are used at the site. The design of the facility maximizes recharge capacity while considering operation and maintenance needs of the agency. This project is in partnership with the City of San Jacinto. In addition, the project includes a 1-mile trail loop around the basins, decomposed granite jogging/walking trail overlooking the recharge basin and has a separate adjacent roadway, educational signage and exhibits along the trail that informs the public about water conservation, and the basins' functions of storing water for use during droughts; landscape utilizes native, drought-tolerant vegetations with a water-efficient drip irrigation system. This portion of the project is operated and maintained by the City of San Jacinto. Nearly 400,000 cubic yards of soil were exported offsite to the Soboba Reservation for the Tribe use. A dedication event for this project was held on October 28, 2021.

Attachment 6 shows complete presentation.

### **B. Future Agenda Items**

None

## **VII. CLOSED SESSION**

None

**VIII. ADJOURNMENT**

There being no further business to come before the Board; Ms. Krupa adjourned the meeting at 5:10 p.m., to be reconvened on Monday, February 28, 2022, at 4:00 p.m. (Adjourned Regular Meeting).

# Carry-Over Credits as of December 2021

## Hemet-San Jacinto Watermaster Watermaster Meeting

February 28, 2022

1

# Public Agencies Carry-Over Credits as of December 31, 2020

(All Values in AF)

Agency	Pre 2012 Recharge Rights as of Dec. 31, 2020	Unused SbT Imported Water as of Dec 31, 2020 *	Unused Adjusted BPR (AF) as of Dec 31, 2020	Totals as of Dec 31, 2020	MWD Pre-Delivered for Future
City of Hemet	0	7,169	15,207	22,376	3,061
City of San Jacinto	0	5,026	3,643	8,669	1,952
EMWD	0	3,524	21,680	25,204	5,262
LHMWD	0	12,377	3,803	16,180	5,340
<b>Totals</b>	0	28,096	44,333	<b>72,429</b>	<b>15,615</b>

\* Unused Soboba Tribe Imported Water include Soboba Tribe production from Soboba Golf Course wells.

BPR = Base Production Rights

SbT = Soboba Tribe

2

## Carry-Over Credit Components

- Unused Soboba Imported Water Recharge Water.
- Unused Base Production Rights.
- Water Transfer Agreements.

3

## 2021 MWD Water Deliveries

(All Values in AF)

Agency	MWD Deliveries During 2021	MWD Pre-deliveries prior to 2021	MWD Total Deliveries as of Dec 2021	2021 Soboba Imported Water	MWD Pre-Delivered for Future
City of Hemet	0	3,061	3,061	1,470.0	1,591
City of San Jacinto	0	1,952	1,952	937.5	1,014
EMWD	0	5,262	5,262	2,527.5	2,735
LHMWD	0	5,340	5,340	2,565.0	2,775
<b>Totals</b>	<b>0</b>	<b>15,615</b>	<b>15,615</b>	<b>7,500.0</b>	<b>8,115</b>

4



## 2021 Unused Soboba Water

(All Values in AF)

Agency	Deliveries for 2019	2020 Imported Water Used by SbT *	2020 Unused SbT Imported Water
City of Hemet	1,470.0	93.7	1,376.3
City of San Jacinto	937.5	59.8	877.7
EMWD	2,527.5	161.1	2,366.4
LHMWD	2,565.0	163.5	2,401.5
<b>Totals</b>	<b>7,500</b>	<b>478.1</b>	<b>7,021.9</b>

\* 2021 Soboba Tribe Production (1,978.1883 AF) was reported on Jan 19, 2022.  
Includes Soboba Golf Course wells production.

SbT = Soboba Tribe

5

## 2021 Public Agencies Groundwater Productions

(All Values in AF)

Agency	Adjusted BPR for 2021	Actual 2021 Productions	Production via Phase I Agreement Wells *	Excess Production Above Adjusted BPR	Unused Adjusted BPR
City of Hemet	4,542	1,821	1,955	-	2,721
City of San Jacinto	3,004	2,611	-	-	393
EMWD	7,303	10,603	407	3,300	0
LHMWD	7,434	9,961	209	2,527	0
<b>Totals</b>	<b>22,283</b>	<b>24,996</b>	<b>2,571</b>	<b>5,827</b>	<b>3,113</b>

\* Include all deliveries by EMWD to other Agencies

BPR = Base Production Rights

6

## 2021 Public Agencies Transfers

(All Values in AF)

Agency	Transfer from Unused SbT Imported Water during 2021	Transfer from Unused Adjusted BPR during 2021	Totals
City of Hemet	- 1,625	- 875	- 2,500
City of San Jacinto	0	0	0
EMWD	+ 1,625	+ 875	+ 2500
LHMWD	0	0	0

SbT = Soboba Tribe  
BPR = Base Production Rights

7

## Public Agencies Carry-Over Credits as of December 31, 2021

(All Values in AF)

Agency	Unused SbT Imported Water as of Dec 31, 2021 *	Unused Adjusted BPR (AF) as of Dec 31, 2021	Totals as of Dec 31, 2021	MWD Pre-Delivered for Future
City of Hemet	4,966	17,053	22,019	1,591
City of San Jacinto	5,904	4,036	9,940	1,014
EMWD **	7,108	19,255	26,363	2,735
LHMWD ***	12,043	3,803	15,846	2,775
<b>Totals</b>	<b>30,021</b>	<b>44,147</b>	<b>74,167</b>	<b>8,115</b>

\* Unused Soboba Tribe Imported Water include Soboba Tribe production from Soboba Golf Course wells.

\*\* EMWD excess production is offset by the Unused Adjusted BPR.

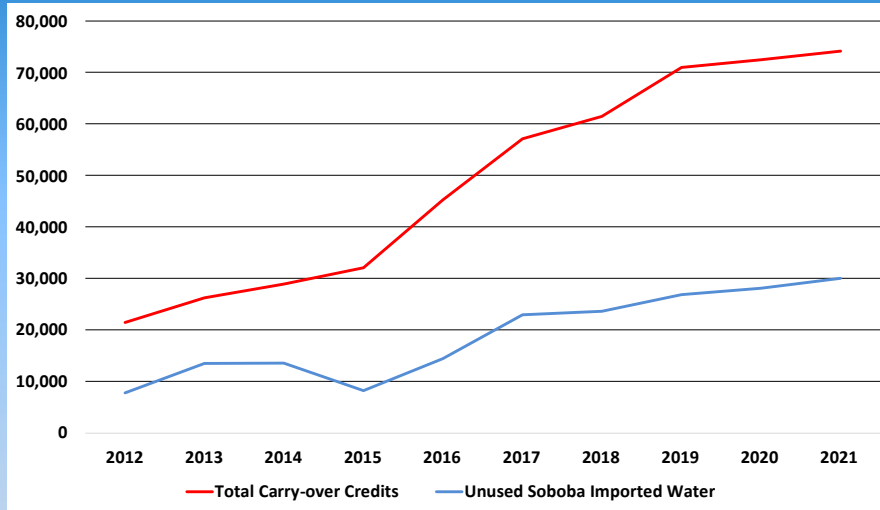
\*\*\* LHMWD requested the excess production be offset by the Unused Soboba Imported Water.

BPR = Base Production Rights

SbT = Soboba Tribe

8

## Carry-Over Credits 2012-2021



9

## Class B Participants Carry-Over Credits (as of December 31, 2021)

Legal Owner Name	Prorata Alloc.	Total Production Below Allocations as of December 2020	2021 Production	Total Prod. Below Allocations as of Dec. 2021
San Jacinto 300	1398	6953	657	7693
Gless Trust Pt.	588	3728	27	4289
Gless Family Trust	1505	9537	70	10973
Olsen Robert D & Olsen Elva I.	14	45	0	58
Olsen Citrus LLC	37	120	0	157
Arlington Veterinary Laboratories Inc.	105	335	1	439
Oostdam Peter G & Jacoba M and Oostdam John P & Margie K.	259	1395	49	1605
Golden Ocean Realty	596	4768	0	5364
Record Randolph A & Record Anne M.	46	353	0	399
Sybrandy Investment Co. LP	1182	6901	359	7723
Boersma Eric & D Family Trust	195	913	139	968
Curci San Jacinto Investors LLC	58	463	0	520

New Owners are shown in green cells – Need to be contacted

10

**Class B Participants Carry-Over Credits**  
**(as of December 31, 2021)**  
**(Cont.)**

Legal Owner Name	Prorata Alloc.	Total Production Below Allocations as of December 2020	2021 Production	Total Prod. Below Allocations as of Dec. 2021
Dr Horton	202	1617	0	1820
Nuevo Dev Co. LLC	151	1208	0	1359
Lauda Family Ltd Partnership *	3447	3972	796	4549
Gm Gabrych Family	142	788	0	930
San Jacinto Spice Ranch Inc.	265	2051	0	2316
Scott Ag Property *	1755	5402	145	6324
Vandam Donald Dick and Vandam Frances L.	531	2863	79	3315
Vandam Glen A and Vandam Jennifer A.	139	780	32	887
Velde Children Trust & Pastime Lake Inv. (Combined)	357	300	292	365

New Owners are shown in green cells – Need to be contacted

\* In-lieu Program Participants – Recycled water deliveries are considered in calculating the Carry-over Credits

11

**Recommendation**

**Receive and File the 2021 Carry-Over Credit  
Accounts Summary Data**

12

**Questions...**

13

## TASK ORDER NO. 15

### HEMET-SAN JACINTO WATERMASTER SUPPORT SERVICES AGREEMENT 2022 Water Resources Monitoring Program Support

This Task Order is issued by the Hemet-San Jacinto Watermaster (“Watermaster”), a judicial creation of the Superior Court of the State of California in and for the County of Riverside through the Stipulated Judgment entered on April 18, 2013, and accepted by EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district (“EMWD”) pursuant to the mutual promises, covenants and conditions contained in the AGREEMENT between the above named parties dated July 29, 2013, in connection with the Hemet-San Jacinto Watermaster Support services. This Task Order will be completed under Amendment No. 1, which extends the duration of the Agreement for Hemet-San Jacinto Watermaster Support Services dated July 29, 2013 through December 31, 2023. Amendment No. 1 was executed on February 26, 2019 between the Watermaster and EMWD.

#### **PURPOSE**

The purpose of this Task Order is to describe EMWD’s 2022 Water Resources Monitoring Program Support services, time of performance, payment, and effective date to provide services for the Watermaster.

#### **SCOPE OF SERVICES**

The purpose of the Water Resources Monitoring Program (“Monitoring Program”) is to collect, analyze, and compile groundwater level, water quality, and groundwater production data to meet the reporting requirements of the Judgment. The Monitoring Program provides the information necessary for a comprehensive view of the groundwater management zones and includes the following elements:

- Groundwater Extraction Monitoring
- Groundwater Level Monitoring
- Water Quality Monitoring
- Inactive Well Capping and Sealing
- Meter Installation, Repair, and Replacement
- Data Management, Documentation, and Reporting

Groundwater level and groundwater extraction data will be used to quantify basin stresses and to provide data for estimation of overdraft conditions within any given year and to provide the basis for replenishment in the following year. Water quality information will be used to track basin water quality trends. Such data allows for characterization of basin hydrology, evaluation of groundwater flow conditions, and monitoring of water quality improvement or degradation. In addition, inactive or unused wells will be capped and sealed as they are potential sources of groundwater contamination and present hazardous conditions. The groundwater level and extraction monitoring will allow for a more accurate estimation of the amount of groundwater in

storage, changes in storage, and the identification of overdraft conditions. The information gained from these efforts will be used to support the Watermaster Board decisions.

In conjunction with existing and planned groundwater level and quality monitoring, accurate monitoring of groundwater extraction will allow participants to understand how groundwater conditions are changing and make informed decisions on how best to manage and replenish the groundwater resources. To improve the records of pumped groundwater, meters will be replaced on the private wells that are no longer working.

Data management, documentation, and reporting are also key elements. All water level and groundwater extraction data collected will be recorded on Field Data Sheets by EMWD field staff. The Field Data Sheets will be provided to the Watermaster Advisor ("Advisor") at the end of each calendar month and contain data collected during the preceding month (may be rounded to the nearest week). The field data shall be read from the Field Data Sheets and entered into EMWD's Data Entry Form by Watermaster consultants after performing various quality assurance/quality control ("QA/QC") checks on the data. The completed Data Entry Form shall be returned to EMWD for upload into EMWD's Regional Water Resources Database ("RWRD") after performing various quality assurance/quality control ("QA/QC") checks on the data. Watermaster consultants shall return the completed Data Entry Form (with the field data entered and checked) to EMWD staff within two (2) weeks of receipt of the Field Data Sheets and Data Entry Form. All data will be made accessible to the Watermaster. An annual report will summarize the monitoring activities and results of the analyses of the monitoring data, as well as provide other pertinent information regarding activities in the local groundwater management zones.

By undertaking an extensive data gathering effort, all parties involved in the Watermaster can be assured that operational yield estimates are based on the best available information. Continuation of the current monitoring effort will augment the database used in decisions made by the Watermaster and contribute to successful management of the groundwater management zones.

#### **TASK 1.0 – Groundwater Extraction Monitoring Program**

Groundwater extraction monitoring involves metering of wells producing 25 or more acre-feet of groundwater per year. In conjunction with groundwater level and water quality monitoring, accurate metering of groundwater extraction will allow for a better understanding of how groundwater conditions are changing and can be used by the Watermaster to quantify basin stresses.

The program participants must provide permission for meter installation and access to their wells. EMWD staff will work closely with the private well owners' representatives to acquire necessary permissions from the existing private well owners in the Management Plan area to install and maintain meters and to read the meters. All meter installation activities will be scheduled at the convenience of the well owner. Installed meters shall remain the property of EMWD as a representative of the Watermaster. Meters are to be

read monthly and EMWD will periodically schedule meter maintenance and calibration with the well owner. Such activities will be at the well owners' convenience and will not impact agricultural operations.

Well owners wishing to maintain their own meters may do so. Upon the request of the well owner, EMWD will consider providing maintenance and calibration of privately owned meters, contingent upon the needs of the program and the availability of funding.

When installation of a meter on a well is not physically possible, or when a well cannot be metered for other reasons, groundwater production from that well will be estimated using one or more of the following: acreage, crop type, number of animals in the case of dairies, or electricity usage. These estimates will be compared with metered groundwater usage at sites of similar size with similar usage as a QA/QC measure.

Extraction data from sixty (60) wells with meters installed by EMWD will be monitored monthly by EMWD under this Task Order.

Extraction data from forty-six (46) wells will be monitored monthly by other entities and reported to EMWD under this Task Order.

Extraction data for nineteen (19) wells will be estimated monthly by EMWD under this Task Order. For wells where access is not granted, groundwater recordation submittals are used to document the annual production.

All data collected will be entered by Watermaster consultants after performing various QA/QC checks on the data and forwarded to EMWD for various QA/QC checks and upload into EMWD's RWRD.

## **TASK 2.0 – Groundwater Level Monitoring Program**

Groundwater levels are to be measured twice a year, during the spring and fall, to capture the high and low groundwater levels and to determine seasonal effects on groundwater levels. The measurements will be taken prior to warm weather when groundwater production is low and following warm weather when groundwater production is high. General steps that are required for measuring groundwater levels are as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, and motor operations including farm equipment is conducted
- The status of the well pump, i.e., pumping or static, is confirmed. The well should have been in static mode (non-operational) for at least 24 hours, preferably 48 hours, prior to measuring the level
- The depth to groundwater is measured using an electric water level indicator
- The measured depth to groundwater is recorded with the status of the pump
- If the well pump is running and cannot be turned off, then no level is recorded, and collection of the level may be attempted at another time
- The recorded depth is compared with previous levels for data quality control



- A final site inspection is performed

Four Hundred and Twenty (420) groundwater levels will be measured by EMWD from two hundred and ten (210) wells semi-annually following the above protocol under this Task Order.

Four Hundred and Twenty (420) groundwater levels will be measured by other entities from thirty-five (35) wells monthly and reported to EMWD following the above protocol under this Task Order.

Selected static level data collected will be entered by Watermaster consultants after performing various QA/QC checks on the data and forwarded to EMWD for various QA/QC checks and upload into EMWD's RWRD.

### TASK 3.0 –Water Quality Monitoring Program

Water quality samples are to be collected once a year from the groundwater management zones within the San Jacinto Basin, generally in the warmer months when the wells are operating. Constituents to be routinely monitored include total dissolved solids and nitrate as nitrogen as described in Table 1. A limited suite of analytes will be monitored at select locations based on the Water Quality Optimization results.

**Table 1: Constituents Tested in a Typical Water Quality Sample**

Type	Constituent:	Type	Constituent:
Cations	Calcium (Ca)	Metals	Boron (B)
	Magnesium (Mg)		Copper (Cu)
	Potassium (K)		Iron (Fe)
	Silica (SiO <sub>3</sub> )		Manganese (Mn)
	Sodium (Na)		Zinc (Zn)
	Hardness (Calculated from Ca/Mg)		
Anions	Chloride (Cl)	Alkalinity	Bicarbonate (HCO <sub>3</sub> )
	Fluoride (F)		Carbonate (CO <sub>3</sub> )
	Nitrate as Nitrogen (NO <sub>3</sub> -N)		Hydroxide (OH)
	Sulfate (SO <sub>4</sub> )		Total Alkalinity as Ca CO <sub>3</sub>
Nitrogen	Ammonia as Nitrogen (NH <sub>3</sub> -N)	Misc.	Electrical Conductance (EC)
	Nitrite as Nitrogen (NO <sub>2</sub> -N)		Temperature at Collection
			pH
			Total Dissolved Solids (TDS)

The procedures for taking water quality samples differ depending on whether the well has existing pumping equipment or not. The sampling procedure is lengthier and more complicated if the well does not have an existing pump.

### TASK 3.1 – Water Quality Sampling of Operating Wells

When the well to be sampled has a pump and is operating, the sampling procedure will be as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, and motor operations including farm equipment is conducted
- The status of the well, i.e., pumping or static, is confirmed. If the well is not operating, it is turned on with the permission of the well owner
- The sampling port on the well is located, opened, and flushed or purged
- The water sample is taken using standard methods and proper protocol for the constituents to be sampled
- A final site inspection is conducted

Forty-eight (48) water quality samples will be taken by EMWD from wells with existing pumping equipment following the above protocol and analyzed by EMWD's Laboratory under this Task Order.

Eighteen (18) water quality samples will be taken by other entities from wells with existing pumping equipment following the above protocol and delivered to EMWD for analysis by EMWD's Laboratory under this Task Order.

All data collected will be entered after various QA/QC checks into EMWD's RWRD from the EMWD LIMS system.

### **TASK 3.2 – Water Quality Sampling of Non-operating Wells**

When the well does not have an existing pump, a mobile pump must be set in the well and the procedure is as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, and motor operations including farm equipment is conducted
- The depth to groundwater in the well is measured to determine the pump setting depth
- The water volume in the casing is calculated to determine the length of time necessary to purge the well for a minimum of three full well volumes
- The pump is set using either continuous reel or column pipe and all electrical and discharge lines connected
- The well is purged a minimum of three well volumes
- The water sample is taken using standard methods and proper protocol for the constituents being sampled
- Electrical and discharge lines are disconnected and the pump is pulled
- The well is closed or sealed
- A final site inspection is conducted

Fourteen (14) water quality samples will be taken by EMWD from wells without existing pumping equipment following the above protocol and analyzed by EMWD's Laboratory under this Task Order.

All data collected will be entered after various QA/QC checks into EMWD's RWRD from the EMWD LIMS system.

#### **TASK 4.0 – Inactive Well Capping and Sealing Program**

The purpose of this program is to prevent groundwater contamination and eliminate hazards by capping and sealing inactive and/or unused wells. Open casings are especially vulnerable to contamination from surface flows or vandalism, such as the dumping of oil or other waste products. Large open casings, 16 to 18 inches in diameter, also present a hazard to small children and animals. It is not known how many open casings or unused wells exist in the area. To protect groundwater supplies, EMWD staff will use available monitoring program funds to cap and seal inactive wells or open casings at no charge to the well owner. Priority will be given to those wells that are potentially dangerous open holes to small children and animals, 16 to 18 inches in diameter, or those located in areas where flooding resulting from precipitation might carry manure, fertilizers, or other contaminants into the well. These wells may still be used for water level and, in some cases, water quality monitoring.

Ten (10) wells are estimated to be capped and sealed by EMWD under this Task Order.

#### **TASK 5.0 – Meter Installation, Repair, and Replacement**

The program participants must provide permission for meter installation and access to their wells. EMWD staff works closely with the private well owners' representatives to acquire necessary permissions from the existing private well owners in the Management Plan area to install and maintain the meters. All meter installation activities will be scheduled at the convenience of the well owner. Installed meters shall remain the property of EMWD as a representative of the Watermaster. The procedure for meter installation and replacement by EMWD will be as follows:

- Well owner's permission for meter installation is verified
- A preliminary site inspection is conducted to review piping and well configuration to determine equipment and supplies needed
- An installation design is prepared, and a meeting is held with the well owner for approval/acceptance of the design
- As much as possible, off-site fabrication is prepared to minimize inconvenience to the owner's operation of the well
- The installation is approved by the well owner and scheduled for a time that is convenient to the well owner
- The meter is installed, and all piping appurtenances are returned to normal operation
- A final site inspection is conducted

Five (5) meters are estimated to be replaced and five (5) meters are estimated to be recalibrated by EMWD under this Task Order.

#### **TASK 6.0 – Data Management, Documentation, and Reporting**

Combined with existing available data, new data generated by the Monitoring Program will be used by the Watermaster to analyze how conditions are changing in local

groundwater management zones. All data collected will be used in the 2022 Annual Report. The data may be used in the following ways:

- Trend analyses of the relationship between groundwater pumping, groundwater levels, and water quality
- Analysis of the volume of groundwater contained in local groundwater management zones and determination of the rate of natural recharge of these management zones
- Preparation of mathematical models of groundwater systems for use in analyzing management alternatives
- Development of accurate water consumption figures for agricultural land use
- Protection of private water rights through the documentation of individual groundwater use
- Quantification of replenishment requirements for the following year

#### **TASK 6.1 – 2022 Annual Report**

Data reporting by EMWD to the Watermaster will include the 2022 Annual Report documenting groundwater level and water quality trends, and groundwater extraction quantities for each groundwater management zone. The 2022 Annual Report will contain the results of regional analyses performed on data collected during calendar year 2022 and a summation of any issues noted. The 2022 Annual Report will serve as the report required by the Judgment.

#### **TASK 6.2 – Annual Well Owners' Reports**

EMWD shall prepare and distribute Annual Well Owners' Reports to all private well owners participating in the Monitoring Program. These Annual Well Owners' Reports will include copies of water quality analyses, groundwater level measurements, and groundwater extraction amounts for their wells. Recordation of groundwater extraction with the State is a fundamental means of protecting private groundwater rights and all well owners are encouraged to participate.

#### **TIME OF PERFORMANCE**

EMWD shall prepare and distribute one (1) electronic copy of the Draft 2022 Annual Report to the Advisor by February 13, 2023 for review and comment. The Advisor shall provide comments on the Draft 2022 Annual Report to EMWD by February 27, 2023. EMWD shall prepare and distribute ten (10) hard copies of the Draft 2022 Annual Report to the Watermaster Board and Technical Advisory Committee (TAC) that addresses comments received from the Advisor by March 6, 2023. The TAC shall provide comments on the Draft 2022 Annual Report to EMWD by March 12, 2023. EMWD shall prepare twenty (20) copies of the Final 2022 Annual Report that addresses comments received from the TAC and Advisor by March 27, 2022 for filing with the Department of Water Resources and the Court. Backup information and files for the Final 2022 Annual Report will also be provided to the Advisor as part of this Task Order.

**INVOICING**

The costs of this Task Order will be borne by the Administrative Assessments of the Watermaster. The annual cost of the Monitoring Program is estimated at Two Hundred and Twenty-Four Thousand and One Dollars (\$224,000) based on the Estimated Work Effort (Exhibit A) and Fee Schedule (Exhibit B). Payment for the work under this Task Order shall be based on Table 2 which shall not exceed without prior written authorization from Watermaster. Invoices should show expenditures for each one of the categories shown on Table 2.

**Table 2: Estimated Monitoring Program Costs**

Category	Costs
1 – Groundwater Extraction Monitoring	\$ 46,828
2 – Groundwater Level Monitoring	\$ 35,298
3 – Water Quality Monitoring	\$ 49,883
4 – Inactive Well Capping and Sealing	\$ 21,850
5 – Meter Installation, Repair, and Replacement	\$ 43,975
6 – Data Management, Documentation, and Reporting	\$ 26,166
<b>Total Monitoring Program Costs</b>	<b>\$224,000</b>

**TERMINATION**

Either Party may terminate this Task Order at any time by giving the other party thirty (30) days written notice. Upon termination, EMWD shall be paid for that portion of the work performed through termination of the Task Order.

**EFFECTIVE DATE**

This Task Order No. 15 is effective as of January 1, 2022.


IN WITNESS WHEREOF, duly authorized representatives of the Watermaster and of the EMWD have executed this Task Order No. 15 evidencing its issuance by Watermaster and acceptance by EMWD.

**HEMET-SAN JACINTO WATERMASTER**

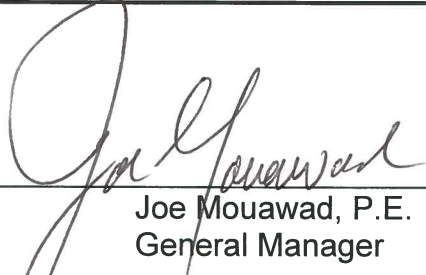
By:   
Linda Krupa  
Chairperson

ATTEST:   
By: Phil Paule  
Board Secretary-Treasurer

Approved as to Form:

By:   
Thomas Bunn  
General Counsel

**EASTERN MUNICIPAL WATER DISTRICT**

By:   
Joe Mouawad, P.E.  
General Manager

ATTEST:

Approved as to Form:

By:   
Sheila Zelaya  
Board Secretary

By:   
Steven O'Neil  
General Counsel

**EXHIBIT A**  
**EASTERN MUNICIPAL WATER DISTRICT/HEMET-SAN JACINTO WATERMASTER**  
**HEMET/SAN JACINTO GROUNDWATER MANAGEMENT PLAN AREA**  
**ESTIMATED 2022 WATER RESOURCES MONITORING PROGRAM COSTS**

Description	Cost	Unit	No.	Units	Sub-Totals
<b>1 - Groundwater Extraction Monitoring</b>					
1.1 Data Collection					
1.1.1 Private Well Meters (1 man, 3 days per month) (60 wells - monthly)	\$3,225.00	per month	12	months	\$38,700.00
1.1.2 Private Well Estimates (39 wells - semi-annually, 1 man, 2 days)	\$127.00	per hour	12	hours	\$1,524.00
1.2 Data Entry					
1.2.1 Private Well Meters (60 wells - monthly)	(1)				
1.2.2 Subagency Wells (42 wells - monthly)	(1)				
1.2.3 Private Well Estimates (39 wells - semi-annually)	\$127.00	per hour	12	hours	\$1,524.00
1.3 Data Review, QA/QC, and Variance Resolution	\$127.00	per hour	40	hours	\$5,080.00
<b>Annual Groundwater Extraction Monitoring Total Cost</b>					<b>\$46,828.00</b>
<b>2 - Groundwater Level Monitoring</b>					
2.1 Data Collection					
2.1.1 Private Wells (14 wells per day - semi-annually) (210 wells)	\$1,075.00	per day for 1 staff	30	days	\$32,250.00
2.2 Data Entry					
2.2.1 Private Wells (210 wells - semi-annually)	(1)				
2.2.2 Subagency Wells (35 wells - monthly)	(1)				
2.3 Data Review, QA/QC, and Variance Resolution	\$127.00	per hour	24	hours	\$3,048.00
<b>Annual Groundwater Level Monitoring Total Cost</b>					<b>\$35,298.00</b>
<b>3 - Water Quality Monitoring</b>					
3.1 Sample Collection					
3.1.1 Private Well Grab Samples (3 samples per day) (48 wells - annually)	\$1,075.00	per day for 1 staff	16	days	\$17,200.00
3.1.2 Private Well Mobile Pump Samples (2 samples per day) (14 wells - annually)	\$1,075.00	per day for 1 staff	7	days	\$7,525.00
3.2 Water Quality Laboratory Analysis					
3.2.1 Private Well Grab Samples	\$285.00	per sample	48	samples	\$13,680.00
3.2.2 Private Well Mobile Pump Samples	\$285.00	per sample	14	samples	\$3,990.00
3.3 Data Export from LIMS and Import to RWRD	\$138.67	per hour	30	hours	\$4,160.00
3.4 Data Review, QA/QC, and Variance Resolution	\$138.67	per hour	24	hours	\$3,328.00
<b>Annual Water Quality Monitoring Total Cost</b>					<b>\$49,883.00</b>
<b>4 - Inactive Well Capping and Sealing</b>					
4.1 Scheduling and Coordination of Installation (2 hours per well)	\$107.50	per hour	20	hours	\$2,150.00
4.2 Fabrication and Material	\$250.00	per well	10	wells	\$2,500.00
4.3 Installation (8 hours per well for 2 man)	\$1,720.00	per day for 2 staff	10	days	\$17,200.00
<b>Annual Inactive Well Capping and Sealing Total Cost</b>					<b>\$21,850.00</b>
<b>5 - Meter Installation, Repair, and Replacement</b>					
5.1 Schedule and Coordination of Installation (2 hours per well)	\$107.50	per hour	10	hours	\$1,075.00
5.2 Meter Replacement Cost (\$4,000 per meter)	\$4,000.00	per meter	5	meters	\$20,000.00
5.3 Fabrication and Material	\$500.00	per well	5	wells	\$2,500.00
5.4 Labor (8 hours per meter)	\$215.00	per hour for 2 staff	40	hours	\$8,600.00
5.5 Recalibrate and repair	\$1,500.00	per well	5	wells	\$7,500.00
5.6 Labor (4 hours per meter)	\$215.00	per hour for 2 staff	20	hours	\$4,300.00
<b>Annual Meter Repair and Replacement Total Cost</b>					<b>\$43,975.00</b>
<b>6 - Data Management, Documentation, and Reporting</b>					
6.1 Annual Report Data Compilation	\$138.67	per hour	40	hours	\$5,546.67
6.2 Annual Report Map and Graphic Generation	\$138.67	per hour	40	hours	\$5,546.67
6.3 Annual Report Preparation					
6.3.1 Prepare Draft Annual Report	\$198.00	per hour	40	hours	\$7,920.00
6.3.2 Address Review Comments from EMWD, TAC, and Watermaster Advisor	\$198.00	per hour	10	hours	\$1,980.00
6.3.3 Prepare Final Annual Report	\$198.00	per hour	10	hours	\$1,980.00
6.4 Annual Report Printing and Distribution (EMWD's XEROX Service)	\$12.00	0.08 per page * 150	35	reports	\$419.00
6.5 Annual Well Owners' Reports	\$138.67	per hour	20	hours	\$2,773.33
<b>Annual Data Management, Documentation, and Reporting Total Cost</b>					<b>\$26,166.00</b>
<b>Annual Monitoring Program Total Cost</b>					<b>\$224,000.00</b>

Position	Hourly Rate (2)
Director	\$228.00
Principal Engineering Geologist	\$187.00
Water Resources Planning Manager	\$179.00
Water Resources Specialist Associate II	\$127.00
GIS Analyst	\$110.00
Water Resources Technician III	\$115.00
Water Resources Technician II	\$100.00
Average Senior Staff	\$198.00
Average Technical Staff	\$138.67
Average Field Staff	\$107.50

- (1) Task to be performed by Watermaster Advisor Staff
- (2) Based on 2020 FEE SCHEDULE (EXHIBIT A)
- (3) 2022 Budget is estimated based on 2021 actual monitoring. Actual 2022 monitoring costs will depend on well accessibility, well use, and other factors.
- (4) H-SJ Watermaster will be invoiced for actual 2022 monitoring activities performed.



**EXHIBIT B  
EASTERN MUNICIPAL WATER DISTRICT  
FEE SCHEDULE**

(This fee schedule is subject to annual revisions due to labor adjustments.)

	<u>Hourly Rate</u>
<b>MANAGERIAL</b>	
Deputy General Manager (02002-DGM)	\$ 320.00
Assistant General Manager (02005-AGM)	305.00
Director (02042-232)	228.00
 <b>ENGINEERS/TECHNICAL</b>	
Principal Engineering Geologist (22035-228)	187.00
Water Resources Planning Manager (28007-227)	179.00
Senior Civil Engineer (22007-226)	170.00
Associate Civil Engineer 1 (22032-223)	147.00
Water Resources Specialist Associate II (28021-220)	127.00
Water Resources Technician III (28018-218)	115.00
Water Resources Technician II (28016-215)	100.00
 <b>FINANCIAL</b>	
Financial Manager (06000-223)	147.00
Financial Analyst III (18032-221)	133.00
Accountant III (06026-220)	127.00
Accountant II (06025-217)	110.00
Financial Analyst I (18020-215)	100.00
 <b>ADMINISTRATIVE</b>	
Executive Assistant (18005-212)	88.00
Administrative Assistant II (18006-209)	76.00
 <b>DIRECT EXPENSES</b>	
Direct Costs	at cost

Legend: Position Title (Job Code-Salary Range)  
 Hourly Rate = (Annual Salary[max range]) \* (1.82 fully burdened) / (1,700 hrs/yr)

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

May 23, 2022  
4:00 pm

**Please note this meeting will be conducted pursuant to protocol for teleconferenced meetings based on Executive Order by Governor Gavin Newsom. Certain board members may be calling in to this meeting by telephone. Any member of the public can observe and participate in this meeting by attending the meeting at 2270 Trumble Road, Perris, CA 92570. Any member of the public wishing to make any comments to the Board may do so in person or by using the following call-in number: (571) 317-3112 access code: 363-937-773. All votes taken during the meeting will be conducted by oral roll call.**

<b>Meeting Access Via Computer (GoToMeeting):</b>
<a href="https://meet.goto.com/363937773">https://meet.goto.com/363937773</a>
<b>Meeting Access Via Telephone: +1 (571) 317-3112</b>
<b>Access Code: 363-937-773</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

II. ADDITIONS/DELETIONS TO THE AGENDA

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

- A. Board Member Comments/Questions/Reports
- B. Advisor Report
- C. Legal Counsel Report
- D. Treasurer Report

#### IV. CONSENT CALENDAR

- A. Approval of Minutes – February 28, 2022 Regular Board Meeting.  
*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

#### V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

- A. Consideration to Adopt Resolution 9.7 RE Administrative Assessment for 2022 – Per Section 3.4.1 of the Stipulated Judgment, Watermaster shall set the Administrative Assessment for 2022.  
*Recommendation: Adopt a motion to Approve Resolution 9.7 setting the Administrative Assessment for 2022 at \$35 per acre-foot.*
- B. Groundwater Storage Change Calculations – Estimated groundwater storage changes between 2020 and 2021 using the methodology used in the previous years.  
*Recommendation: Receive and file estimated storage change between the years 2020 and 2021.*
- C. 2021 Financial Audit – Presentation by CliftonLarsonAllen Certified Public Accountants and Financial Advisors Summarizing 2021 Audit Findings and Recommendations.  
*Recommendation: Adopt a motion to Receive and submit the Audit Report as part of the Watermaster 2021 Annual Report to the Court after any additional comments by Legal Counsel.*
- D. 2021 Annual Report – Presentation of the summarized 2021 Annual Report.  
*Recommendation: Adopt a motion to receive and file the 2021 Annual Report with the Court after any additional comments by Legal Counsel.*

#### VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

- A. Groundwater Modeling Results – Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.
- B. Safe Yield Estimate Update – Discussion of issues to be considered as a result of the Groundwater Modeling results.

- C. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

VII. CLOSED SESSION – NONE

VIII. ADJOURNMENT

Next Regular Board of Directors Meeting

August 22, 2022 at 4:00 pm at:

Eastern Municipal Water District Board Room  
2270 Trumble Road, Perris, CA 92570

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans With Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such a request to the Watermaster Executive Assistant at 714-707-4787, at least 48 hours before the meeting, if possible.*

*Pursuant to Government Code Section 54957.5, any writing that (a) is a public record; (b) relates to an agenda item for an open session of a regular meeting of the Watermaster Board of Directors; and (c) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at Watermaster's office located at 2270 Trumble Road, Perris, CA 92570.*

**Hemet-San Jacinto Watermaster Board of Directors Meeting**  
**Eastern Municipal Water District**  
**May 23, 2022**

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, May 23, 2022, and online via GoToMeeting. The meeting was called to order by Chair Krupa at 4:00 p.m.

Board Members Present: Linda Krupa, Chair  
Steve Pastor Vice – Chair  
Phil Paule, Secretary/Treasurer  
Brian Hawkins, Board Member – Remote

Board Members Absent: Bruce Scott, Board Member

Watermaster Staff Present: Thomas Bunn, Legal Counsel (Lagerlof LLP) - Remote  
Behrooz Mortazavi, Advisor (Water Resources Engineers)  
Michelle Mayorga, Executive Assistant (Water Resources Engineers)

EMWD Staff Present: Joe Mouawad, General Manager  
Nick Kanetis, Deputy General Manager - Remote  
Lanaya Alexander, Assistant General Manager PEC  
Matt Melendrez, Assistant General Manager of Operation - Remote  
John Adams, Chief Financial Officer – Remote  
David Garcia, Director of Water Operations - Remote  
Leighanne Kirk, Principal Water Resources Specialist  
Rachel Gray, Water Resources Planning Manager – Remote

Lake Hemet Staff Present: Mike Gow, General Manager - Remote

Other: Ali Taghavi, Consultant with Woodard & Curran - Remote

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag was led by Mr. Pastor. Ms. Mayorga conducted the roll call. Mr. Scott was the only Board Member absent. All other Board Members were present.

**I. PUBLIC COMMENTS –*Speakers are requested to limit comments to 3 minutes.***

None

**II. ADDITIONS/DELETIONS TO AGENDA**

Action Item V. C. 2021 Financial Audit was Deferred

### III. REPORTS

#### A. Board Members Comments/Questions/Reports

None

#### Advisor Report

Mr. Mortazavi reported on recent Watermaster Activities. He informed the Watermaster Board that starting this month, Staff will streamline TAC and Watermaster Board minutes by including only Board actions and major discussions and copies of the audio files will be uploaded at the Watermaster's Dropbox site.

Attachment 1 shows the complete Advisor Report.

#### B. Legal Counsel Report

Mr. Bunn reported that the judge who currently assigned to the Watermaster has been confirmed as a Federal District Judge. A new Judge will be assigned to the Watermaster.

#### C. Treasurer Report

Messrs. Mortazavi and Paule reviewed the Treasurer Report with the Board. Attachment 2 shows the complete Treasurer Report.

### IV. CONSENT CALENDAR

#### A. Approval of Meeting Minutes – February 28, 2022, Regular Board Meeting

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Paule

Noes:

Seconded: Pastor

Abstain:

Ayes: Krupa, Hawkins

Absent: Scott

Motion Passes

Attachment 3 shows a copy of the February 28, 2022, Board Meeting Minutes.

### V. ACTION ITEMS

#### A. Consideration to Approve Resolution 9.7 RE Administrative Assessment for 2022

Recommendation: Adopt a motion to Approve Resolution 9.7 setting the Administrative Assessment for 2022 at \$35 per acre-foot.

Motion: Pastor

Noes:

Seconded: Paule

Abstain:

Ayes: Krupa, Hawkins

Absent: Scott

Motion Passes

Attachment 4 shows complete presentation.

**B. Groundwater Storage Change Calculations**

Recommendation: Receive and file estimated storage change between the years 2020 and 2021.

Motion: Pastor  
Seconded: Hawkins  
Ayes: Krupa, Paule

Noes:  
Abstain:  
Absent: Scott

Attachment 5 shows complete presentation.

**C. 2021 Financial Audit**

This Item was Deferred.

**D. 2021 Annual Report**

Mr. Mortazavi presented major information that is included in the Annual Report. Attachment 6 shows complete presentation.

Mr. Paule was very unhappy with the Staff and the Financial Auditors for not completing the Financial Audit Report in time for inclusion in the Annual Report. Mr. Paule indicated he does not feel comfortable to approve the Annual Report when the Financial Audit is not complete.

Ms. Krupa would like to change the Staff recommendation for this item and have this item brought back to the Watermaster Board on August 22, 2022.

Ms. Krupa made the Motion to pull this item and have Staff bring it back to the Watermaster Board on August 22, 2022.

Motion: Krupa  
Seconded: Paule  
Ayes: Pastor, Hawkins

Noes:  
Abstain:  
Absent: Scott

**VI. INFORMATIONAL ITEMS/CORRESPONDENCE**

**A. Groundwater Modeling Results - Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.**

Mr. Taghavi, Consultant with Woodard & Curran made the Groundwater Modeling Results presentation.

Attachment 7 shows complete presentation.

**B. Safe Yield Estimate Update**

Mr. Mortazavi presented the Safe Yield Estimated update presentation.

All board members were in agreement with the Advisors recommendation.

Attachment 8 shows complete presentation.

**C. Future Agenda Items**

Ms. Krupa asked Legal Counsel if streamlining the Minutes as was recommended by the Advisor during his report (Item III-A) requires any Board Action. Mr. Bunn responded that no Board action is required.

**VII. CLOSED SESSION**

None

**VIII. ADJOURNMENT**

There being no further business to come before the Board; Ms. Krupa adjourned the meeting at 5:45 p.m., to be reconvened on Monday, August 22, 2022, at 4:00 p.m. (Adjourned Regular Meeting).



# Watermaster Advisor Report

## May 23, 2022

### **EMWD Related Coordination/Activities:**

- Major part of the coordination effort with EMWD was related to 2021 Annual Report plus processing of the monitoring program data.
- There have not been any Soboba Imported Water deliveries since March of 2020.

### **Budget/Accounting Related Activities:**

- Last set of invoices for 2021 Administrative Assessments were mailed on March 15, 2022. Three of the Participants have already paid their invoices. The first set of invoices for 2022 assessments will be mailed out in mid-July.
- The Financial audit report which was originally scheduled to be presented today will be presented at the August meeting. There are still some corrections being discussed with the auditors.
- The Treasurer Report will be reviewed under Item III-D.

### **Technical Advisory Committee (TAC) Coordination/Activities:**

- TAC meeting for the month of May was conducted via teleconferencing on May 9, 2022, and major discussion items at the meeting were:
  - Groundwater Storage Change Calculations – Item V-B;
  - 2021 Annual Report – Item V-D;
  - Safe Yield Estimate Update – Item VI-B.

The Draft Board Agenda was also reviewed by TAC.

### **Special Projects Activities:**

- Have been working with Woodard and Curran consultants to finalize draft report as part of the Safe-yield estimation and the storage change calculation tool. The draft report has been provided to TAC Members for review, and the modeling results will be shared with the Watermaster Board today under Item VI-A.

### **Municipal/Private Pumpers Coordination & Activities:**

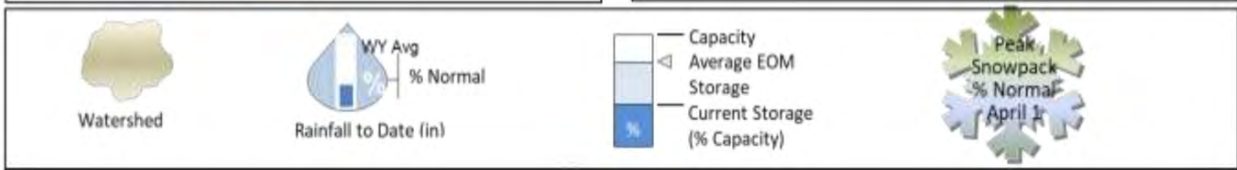
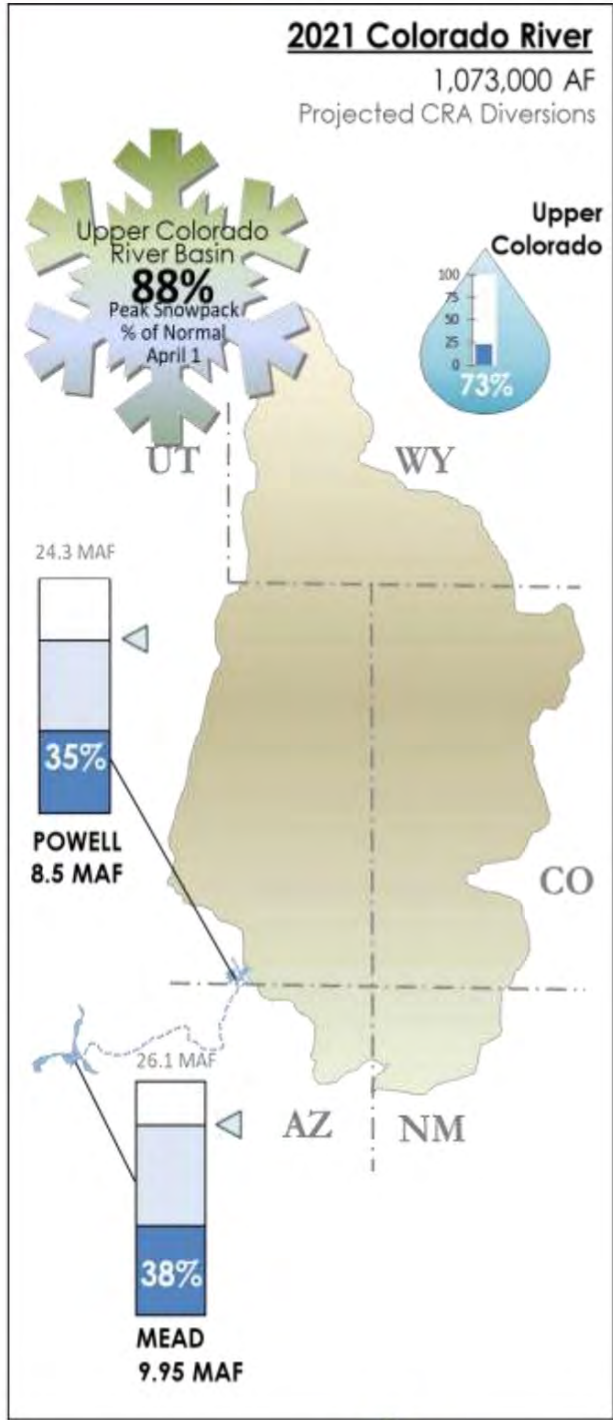
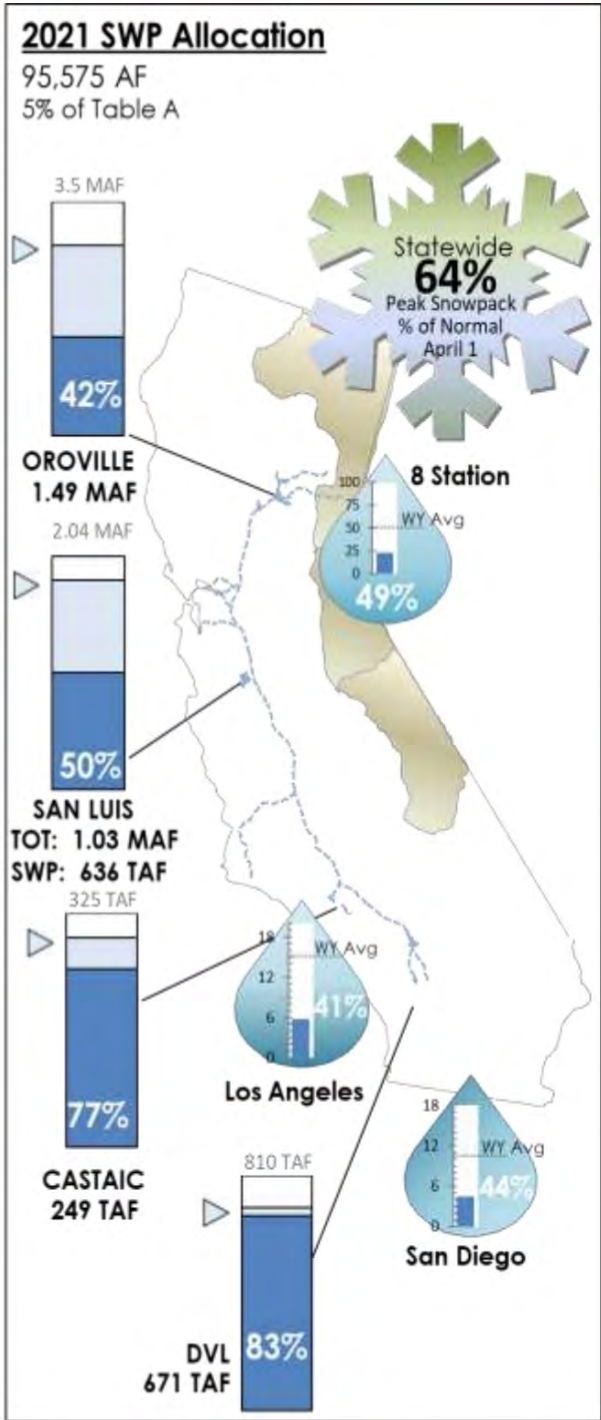
- Provided a support letter for the City of Hemet on a funding application for weather-based irrigation controllers.
- Prepared and submitted information to the Department of Water Resources as part of the annual Sustainable Groundwater Management Act filing.

### **Outreach Activities:**

- On April 26, 2022, the Adhoc Committee met with the Soboba Tribal Council and provided briefing on the Watermaster activities. The last time that Adhoc Committee met with the Tribe was in June of 2018. The Committee agreed to have at least annual meetings with the Tribe for the time being and increase the frequency of these meetings when Soboba Imported Water is being recharge into the groundwater basin. A copy of the meeting Agenda is attached.
- At the request of the Rotary Club of Hemet, I provided a presentation on the history of the Watermaster and how it is linked to the Soboba Settlement.

### **Miscellaneous Activities/Information:**

- Starting this month, TAC and Watermaster Board minutes will be streamlined. Only Board actions and/or discussions will be included on the minutes and copies of the audio files will be uploaded at the Watermaster's Dropbox site.
- City of Hemet Well 2A rehab is complete and the well is online.
- City of Hemet Well 12 rehab will be completed next month.
- LHMWD Mountain Well and Well 8 are operational and have been connected to the distribution system.
- LHMWD has paid off the Phase I facilities to EMWD which is about 13 years ahead of the original schedule.
- Construction work on EMWD wells 201, 202, 203, 205 have started and is anticipated to take about 24 months.
- EMWD expects to award construction of the treatment facility for wells 201-203 and 205 (located at Hewitt and Evans) in August of 2022.
- EMWD Wells 90 and 91 are online.
- EMWD has met with participants for the Canyon Operating Plan. The Canyon Subbasin is expected to decline to a responsive status (as defined by the plan) in the Fall.
- A summary of the State's water resources conditions as of April 30, 2022 (prepared as part of the MWD General Manager's May 2022 Report to MWD Board) is attached.

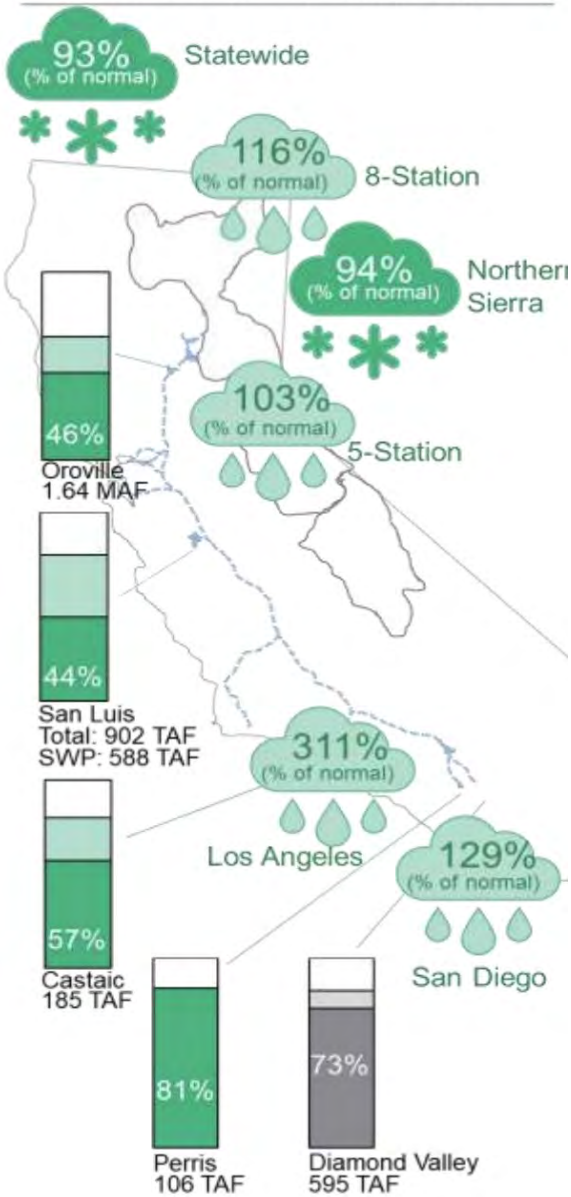


As of April 30, 2022

**Water Supply Conditions as of January 31, 2022**

**State Water Project Resources**

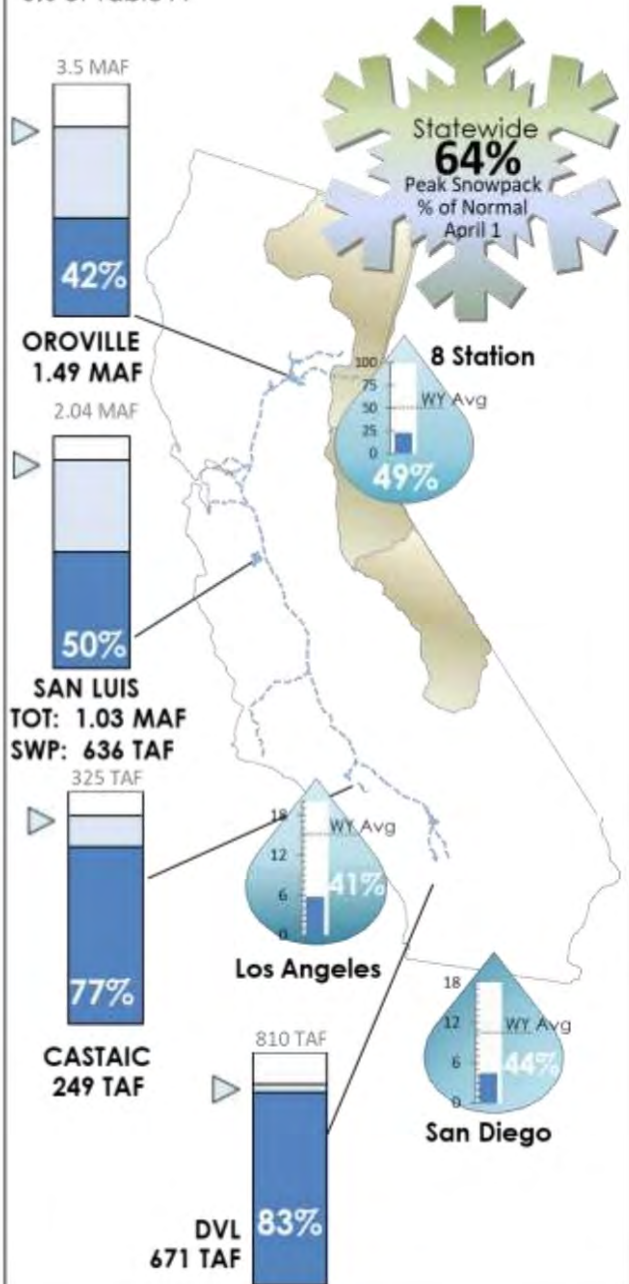
SWP Table A – 15% - 286,725 AF



**Water Supply Conditions as of April 30, 2022**

**2021 SWP Allocation**

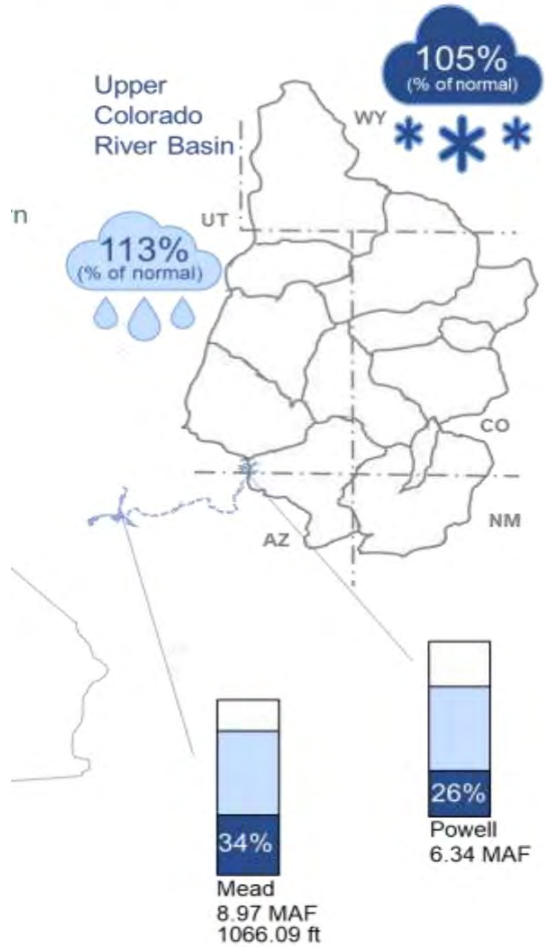
95,575 AF  
5% of Table A



**Water Supply Conditions as of January 31, 2022**

# Colorado River Resources

Projected CRA Diversions – 1,155,000 AF

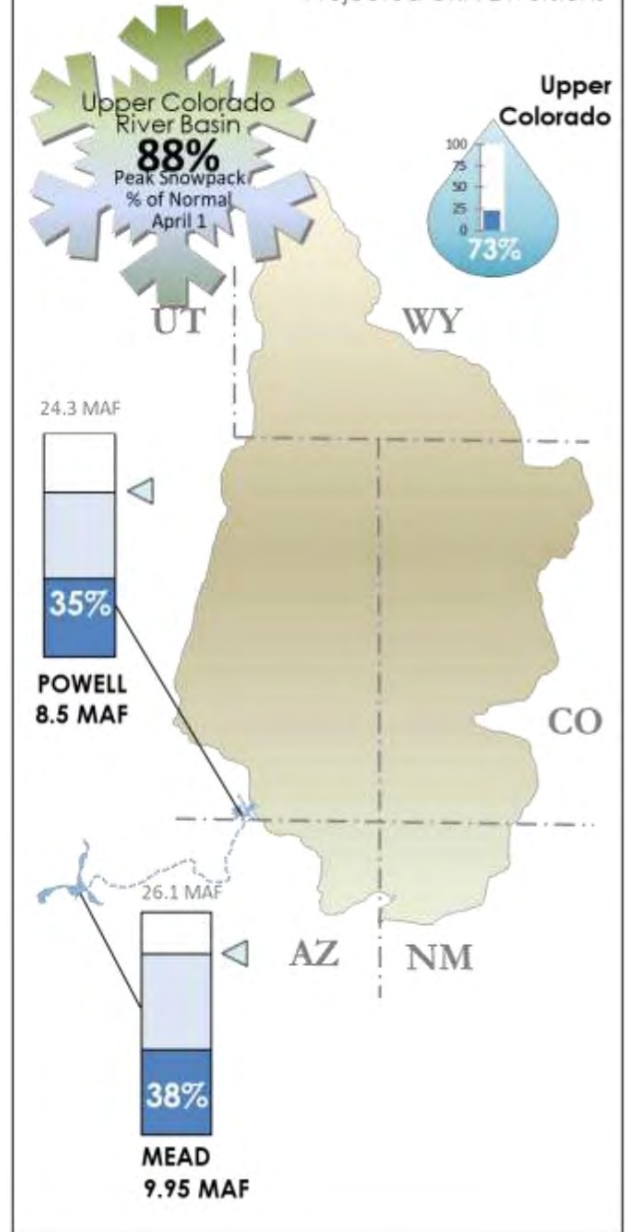


Extended Report:  
<http://mwdh2o.com/WSCR>

**Water Supply Conditions as of April 30, 2022**

## 2021 Colorado River

1,073,000 AF  
 Projected CRA Diversions



**Soboba Tribal Council**  
**&**  
**Hemet-San Jacinto Watermaster Adhoc Committee**  
**Meeting**

**April 26, 2022**

**10:00 a.m.**

**AGENDA**

- Introductions.
- Review of the 2021 Annual Report:
  - ✓ 2021 Water Supplies in the Management Area
  - ✓ 2021 Water Resources Monitoring Activities
  - ✓ 2021 Carry-over Credits
- 2022 Watermaster Budget.
- Groundwater Storage Change Estimates.
- Proposed Gravel Pit Joint Project.
- Other (Discussion).



1295 Corona Pointe Court, Suite 104, Corona CA 92879 • Telephone: (714) 707-4787

*Watermaster Board*

To: Hemet-San Jacinto Watermaster Board of Directors

*Chair*

Linda Krupa

From: Board Treasurer

*Vice-Chair*

Steve Pastor

Date: May 23, 2022

*Secretary-Treasurer*

Philip E. Paule

*Board Members*

Brian Hawkins  
Bruce Scott

The Board Treasurer has reviewed and approved the following account information:

*Board Alternates*

Russ Brown  
Susie Esquire  
Randy A. Record

*Advisor*

Behrooz Mortazavi

*Legal Counsel*

Lagerlof, LLP

<b>Total Cash and Investments as of January 31, 2022</b>		<b>\$ 1,447,952.33</b>
<b>Revenues for February 1, 2022 – April 30, 2022:</b>		
	City of San Jacinto	\$ 13,606.25
	LHMWD	\$ 65,045.44
<b>Total Received</b>		<b>\$ 78,651.69</b>
<b>Payments for February 1, 2022 – April 30, 2022:</b>		
	Lagerlof LLP	\$ 1,800.00
	EMWD	\$194,144.63
	Water Resources Engineers	\$ 50,701.50
<b>Total Payments</b>		<b>\$ 246,646.13</b>
<b>Cash Flow for February 1, 2022 – April 30, 2022:</b>		<b>(\$167,994.44)</b>
<b>Other Income/Expense for February 1, 2022 – April 30, 2022:</b>		
	Savings Interest	\$ 230.97
	Other Expense/Fees	\$ 0.00
<b>Total Other Income/Expense</b>		<b>\$ 230.97</b>
<b>Total Cash and Investments as of April 30, 2022</b>		<b>\$ 1,280,188.86</b>

Treasurer Report  
May 23, 2022

<b><i>Pending Receivables:</i></b>			
	EMWD (3/15/22)	\$ 179,391.61	
<b><i>Total Pending Receivables</i></b>			<b><i>\$ 179,391.61</i></b>
<b><i>Pending Payments:</i></b>			
	Lagerlof (1395,1397)	\$ 4,440.00	
	EMWD (1398)	\$ 1.00	
<b><i>Total Pending Payments</i></b>			<b><i>\$ 4,441.00</i></b>



<b>2021 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget August 2021</b>	<b>Commitments (As of April 30, 2022)</b>
In-Lieu Program Agreement	\$ 215,400	\$ 180,000	\$ 194,144.63
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 191,700	\$ 191,700	
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 31,300	\$ -	
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000	\$ 8,100	\$ 4,200.00
Legal Counsel Contract	\$ 15,000	\$ 15,000	\$ 14,724.00
Advisor Contract	\$ 182,000	\$ 186,000	\$ 185,930.00
Administrative Support	\$ 12,000	\$ 11,000	\$ 11,032.00
Insurance; Office Supplies & Other Direct Costs	\$ 10,000	\$ 10,000	\$ 9,820.37
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 95,000	\$ 95,000	\$ 84,549.50
<b>TOTALS</b>	<b>\$ 766,650</b>	<b>\$ 701,800</b>	<b>\$ 509,400.50</b>

2022 Budget Items	Allocations	Revised Budget TBD	Commitments (As of April 30, 2022)
In-Lieu Program Agreement	\$ 198,500		
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 224,000		
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 33,100		
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000		\$ 1,102.00
Legal Counsel Contract	\$ 12,000		\$ 1,800.00
Advisor Contract	\$ 190,000		\$ 52,157.34
Administrative Support	\$ 12,000		\$ 1,276.00
Insurance; Office Supplies & Other Direct Costs	\$ 12,000		\$ 5,640.00
Database/Mapping Application Maintenance	\$ 5,250		
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 25,000		
<b>TOTALS</b>	<b>\$ 720,850</b>		<b>\$ 61,975.34</b>

**Hemet-San Jacinto Watermaster Board of Directors Meeting**  
**Eastern Municipal Water District**  
***February 28, 2022***

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, August 23, 2021, and online via GoToMeeting. The meeting was called to order by Chair Krupa at 4:05 p.m.

Board Members Present: Linda Krupa, Chair  
Steve Pastor Vice – Chair  
Phil Paule, Secretary/Treasurer  
Bruce, Scott, Board Member

Watermaster Staff Present: Thomas Bunn, Legal Counsel (Lagerlof LLP) - Remote  
Behrooz Mortazavi, Advisor (Water Resources Engineers)  
Irma Rodriguez, Executive Assistant (EMWD)

EMWD Staff Present: Joe Mouawad, General Manager  
Lanaya Alexander, Assistant General Manager of Planning, Engineering  
And Construction  
Matt Melendrez, Assistant General Manager of Operation  
Rachel Gray, Water Resources Planning Manager

City of Hemet Staff Present:

Lake Hemet Staff Present:

Other:

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag was led by Mr. Mouawad. Ms. Rodriguez conducted the roll call. All Board Members were present.

**I. PUBLIC COMMENTS –*Speakers are requested to limit comments to 3 minutes.***

None

**II. ADDITIONS/DELETIONS TO AGENDA**

None

**III. REPORTS**

**A. Board Members Comments/Questions/Reports**

None

## **Advisor Report**

Mr. Mortazavi reported on recent Watermaster Activities. Attachment 1 shows the complete Advisor Report.

Mr. Mortazavi reported that major part of the coordination effort with EMWD has been related to the 2021 Annual Report plus processing of the monitoring program data. There have not been any Soboba Imported Water deliveries since March of 2020.

The Treasurer Report will be reviewed under Item III-D.

The Technical Advisory Committee (TAC) had one meeting that was conducted via teleconference on February 14, 2022.

The advisor has been working with Woodard and Curran Consultants to re-calculate the safe yield of the basin and to develop a draft report as part of the Safe-yield calculations. This draft report has been provided to TAC Members for their review.

Mr. Mortazavi has participated in the Perris II Reverse Osmosis Treatment Facility Stakeholder Advisory Group and Technical Advisor Committee meetings conducted by EMWD; provided an overview of the Watermaster to a new Watermaster Board member; and coordinated communications between the Department of Water Resources and LHMWD for a potential stream gauge on Bautista Creek. Outreach activities included a conference call with KB Homes representatives and their attorney regarding Class B Adjusted Base Production Rights and uploading documents to the Dropbox site.

The city of San Jacinto is planning on drilling the Grant Well replacement in Mid-June. The City of Hemet Well 2A rehab is almost complete. Well 12 rehab will start in early March. LHMWD, with the cooperation from Riverside County Flood Control, has completed the Bautista Recharge Ponds. LHMWD Mountain Well and Well 8 are operational and LHMWD expects to connect these wells to the distribution system in early March. TCP levels at one of LHMWD's wells was increased significantly. They were trying to resolve this well's TCP problem by blending. The recent spike indicates that blending was not effective and LHMWD may look into connecting to EMWD non-potable pipeline for irrigation because of this problem. EMWD has awarded equipping of Wells 201, 202, 203, 205. The construction duration is anticipated to be about two years. EMWD is in the final design phase for the groundwater treatment facility for wells 201-203 and 205, Hewitt and Evans. Well 90 sanding issues have been resolved and the pump has been reinstalled. Well 91 pump will be replaced in the next couple of months. EMWD has removed the San Bernardino Kangaroo Rat (SBKR) intake canal crossing on November 1, 2021, for the Grant Avenue Ponds diversion period of November 1 through June 30.

The State water supply condition was reviewed by the Advisor.

## **B. Legal Counsel Report**

Mr. Bunn provided an update on the In-Lieu Agreements Assignment Agreement to the Watermaster and the Stipulation and Order for Intervention, where Class B water right holders could pass their water rights onto the new land owner. At the last meeting Watermaster Board approved the Assignment Agreements, subject to the review of EMWD Legal Counsel. Mr. Bunn has since communicated with EMWD Legal Counsel and can now finalize these agreements. The next step on the Class B water right Order for Intervention will be to contact the new owners and

explain their options for joining the lawsuit and receiving the rights associated with the property that they are purchasing.

Mr. Bunn reported on a lawsuit involving a different Watermaster. This case involved a Watermaster that started in the 1940s and dealt with surface water. Someone urged that they had certain water rights based on their interpretation of the Judgment and the Watermaster disagreed. The case went to trial court. The Watermaster appealed the decision and asked the court of appeal to reverse the trial court's ruling and the court of appeals said that the Watermaster was an arm of the court therefore, the Watermaster has no interest in the lawsuit and cannot request an appeal of the decision.

Mr. Paule asked where was this lawsuit at? Mr. Bunn said it was in the Lassen County area.

### **C. Treasurer Report**

Mr. Mortazavi reviewed the Treasurer Report with the Board. Attachment 2 shows the complete Treasurer Report.

Mr. Mortazavi also reviewed the pending payments and receivables. There are no additional pending items related to the 2020 budget and therefore, the 2020 budget page will not be presented in future Treasurer Reports.

There were no questions.

## **IV. CONSENT CALENDAR**

### **A. Approval of Meeting Minutes – November 22, 2021, Regular Board Meeting**

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Paule

Noes:

Seconded: Pastor

Abstain:

Ayes: Krupa, Scott

Motion Passes

Attachment 3 shows a copy of the November 22, 2021, Board Meeting Minutes.

## **V. ACTION ITEMS**

### **A. 2021 Carry-Over Credit Accounts**

Mr. Mortazavi reviewed the Carry-Over Credits that will be included in the Annual Report. At the end of 2020, Metropolitan (MWD) had pre-delivered 15,615 AF towards future obligations. Total of carry-over credits of all agencies at the end of 2020 was 72,429 AF. 7,500 AF of the 15,615 AF goes toward MWD's 2021 obligation, and the balance will remain for future deliveries. If the Soboba Tribe produces over 1,500 AF of groundwater, then the additional production will be offset using the 7,500 AF recharged water. In 2021, the Tribe pumped a total of 1,979 AF, therefore there was 478 AF that had to come out of the recharge account. This will leave a balance of 7,022 AF of unused Soboba Imported Water to be distributed among the parties.

The Adjusted Base Production Rights for 2021 was about 22,283 AF, while total production was about 25,000 AF plus 2,571 AF that was produced from the Phase I Wells. The Cities of Hemet and San Jacinto both produced less than their Adjusted Base Production Rights, therefore, there was an excess that will be accrued in their Carry-Over Accounts. As for EMWD and LHMWD, both had excess production above their Adjusted Base Production Rights. EMWD's excess production will be offset by the Unused Adjusted Base Production Right. LHMWD requested the excess production be offset by the Unused Soboba Imported Water. There was a transfer agreement between the City of Hemet and EMWD. Every year for the next 8 years there will be 2,500 AF reduction from the City of Hemet's Carry Over Accounts, and this will be transferred to EMWD.

Total Carry-over Credits by the end of 2021 was 74,167 AF and MWD Pre-Delivery for future use is 8,115 AF. All Class B Participants were below their allocations as of December 2021. Mr. Mortazavi's recommendation to the Watermaster Board is to receive and file the 2021 Carry-Over Credit Accounts Summary Data.

There were no questions for the Advisor.

Recommendation: Receive and File Carry-over Credit Account Balances.

Attachment 4 shows complete presentation.

**B. Consideration to Approve 2022 Water Resources Monitoring Program Support Services Task Order with EMWD**

Mr. Mortazavi reviewed the hours and cost estimates EMWD provided for support services for the Groundwater Monitoring Program.

There were no questions for the Advisor.

Recommendation: Adopt a motion to approve EMWD Water Resources Monitoring Support Services Task Order Number 15 for an amount not-to-exceed \$224,000.

Motion: Pastor  
Seconded: Paule  
Ayes: Krupa, Scott

Noes:  
Abstain:  
Absent:

Attachment 5 shows complete presentation.

**VI. INFORMATIONAL ITEMS/CORRESPONDENCE**

**A. Groundwater Modeling Results - Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.**

Due to technical difficulties and inability to have consultants make this presentation remotely, this Item was deferred until the next Board Meeting on May 23, 2022.

Attachment 5 shows complete presentation.

**B. Future Agenda Items**

None

**VII. CLOSED SESSION**

None

**VIII. ADJOURNMENT**

There being no further business to come before the Board; Ms. Krupa adjourned the meeting at 4:40 p.m., to be reconvened on Monday, May 23, 2022, at 4:00 p.m. (Adjourned Regular Meeting).

**HEMET–SAN JACINTO WATERMASTER  
RESOLUTION NO. 9.7**

**RESOLUTION OF THE WATERMASTER BOARD  
RE ADMINISTRATIVE ASSESSMENT FOR 2022**

WHEREAS, the Judgment in Eastern Municipal Water District vs. City of Hemet, et al., requires the Watermaster to set the Administrative Assessment rate annually;

WHEREAS, the Watermaster has adopted the 2022 budget, and an Administrative Assessment of \$35.00 is needed to support the budget;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Administrative Assessment is set at \$35.00 per acre-foot of a Party's Adjusted Production Right pumping during 2022.

ADOPTED THIS 23<sup>rd</sup> day of May 2022.

---

Linda Krupa, Chairperson

ATTEST:

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Philip E. Paule, Secretary



# Groundwater Storage Change Estimates Spring 2020 to Spring 2021

Hemet-San Jacinto Watermaster  
Board Meeting  
May 23, 2022

1

## Storage Change Methodology

**Used 2014 San Jacinto Groundwater Flow  
Model (SJFM-2014) & Groundwater Storage  
Change Calculator (GSCC) Version 1.2 to  
calculate storage changes between 2013 and  
2020**

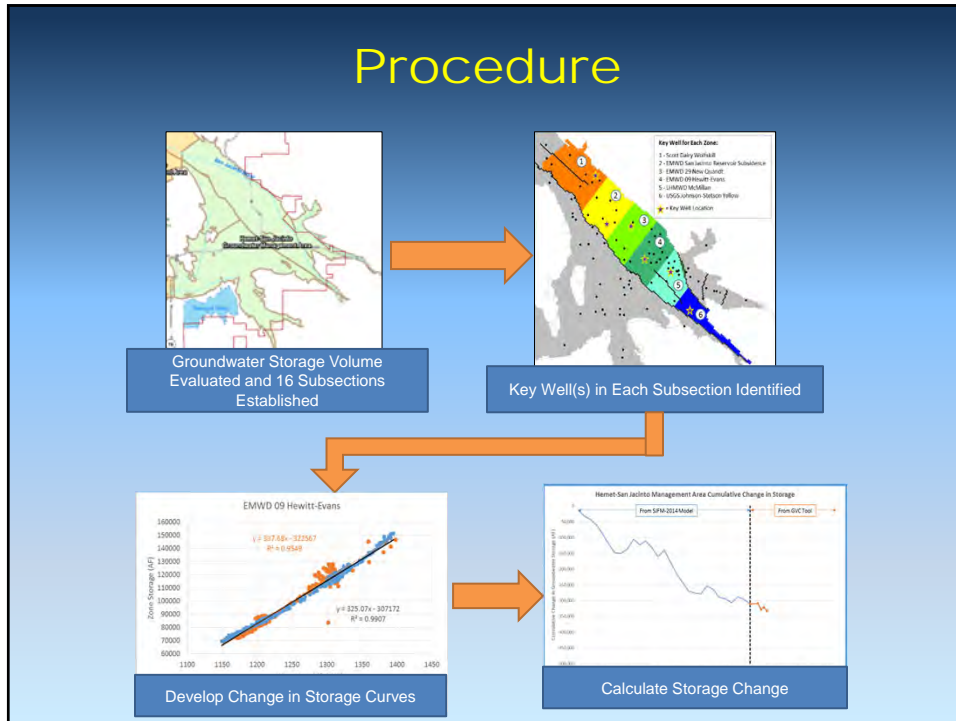
**&**

**Uses the 2020 San Jacinto Groundwater Flow  
Model (SJFM-2020) information and GSCC  
Version 2.5 after 2020**

**to**

**Calculate the storage change in the Hemet-San  
Jacinto Management Area**

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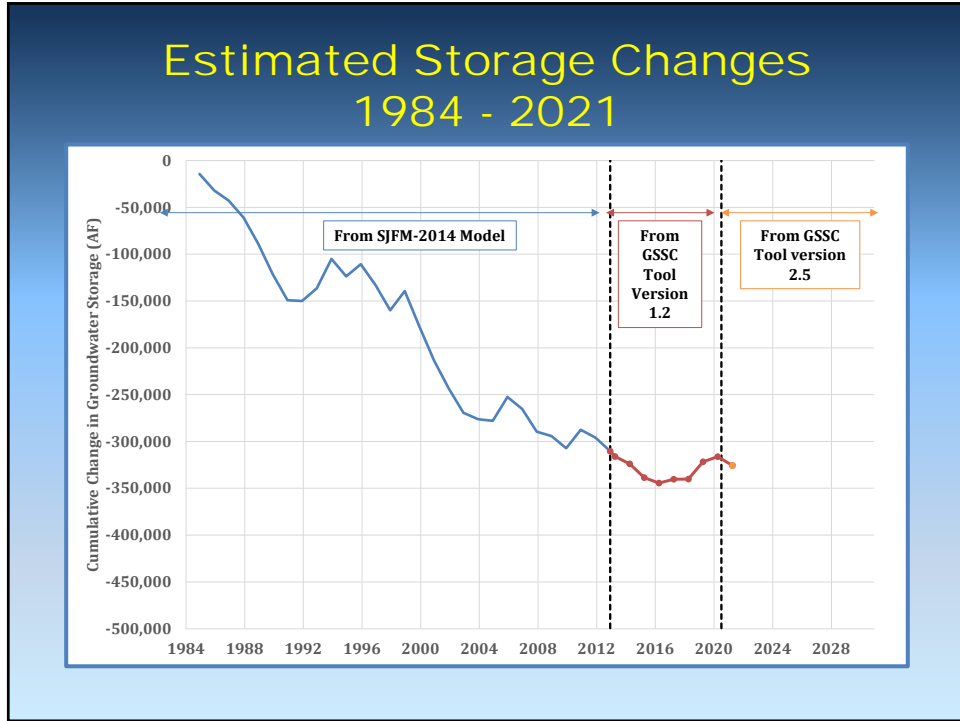
### Estimated Storage Changes 1984-2021

Management Zone	Time Period	Estimated Storage Changes (AF)
Management Area	January 1984 - December 2012	- 310,458
Management Area	January 1984 – Spring 2021	- 325,752
Management Area	January 2013 – Spring 2021	- 15,294

<b>Total Groundwater Management Zones</b>	Spring 2020 – Spring 2021	-9,465
San Jacinto Upper Pressure	Spring 2020 – Spring 2021	- 3,303
Hemet North	Spring 2020 – Spring 2021	331
Hemet South	Spring 2020 – Spring 2021	- 3,374
Canyon	Spring 2020 – Spring 2021	- 3,119

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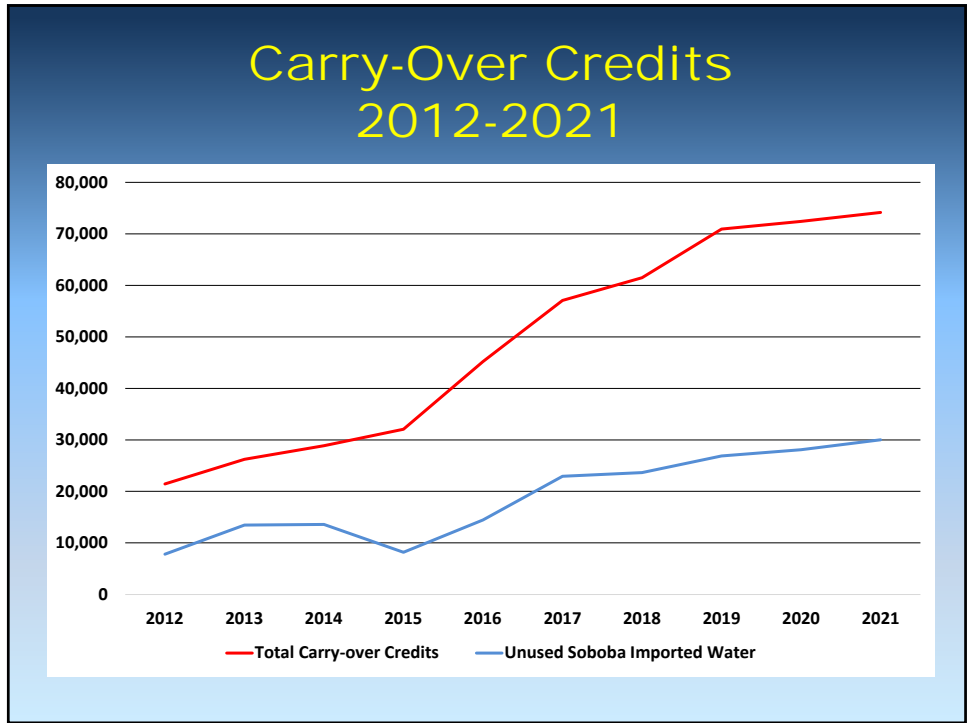


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### Water Stored for Future Use 2020-2021 Changes (All Values in AF)

Years	Total Carry-Overs End of Calendar Year	MWD Pre-Delivered End of Calendar Year	Total Water Stored for Future Use w/o Replenishment
2020	72,429	15,615	88,044
2021	74,167	8,115	82,282
2020 to 2021 Changes	1,738	-7,500	-5,762

6



7

- ### Recommendation
- **Include Storage Change estimates in the Annual Report filings with the Court.**
  - **Authorize the Advisor to file the Annual Report Information (including Storage Changes) with DWR as part of the Sustainable Groundwater Management Act requirements.**

8



9

# Hemet-San Jacinto Groundwater Management Area 2021 Annual Report

Hemet-San Jacinto Watermaster  
Board Meeting

May 23, 2022

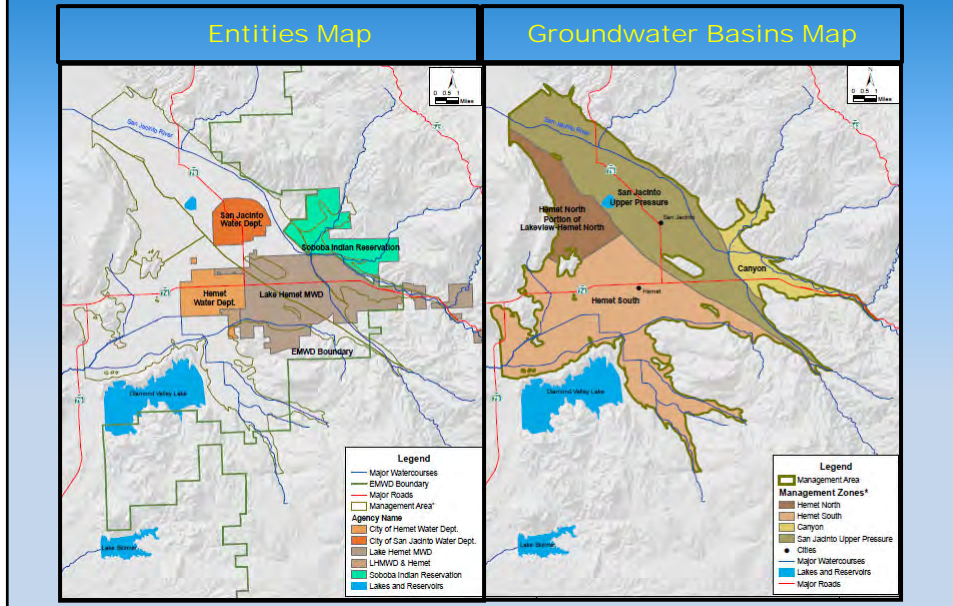
1

## 2021 Annual Report Table of Contents

- **Executive Summary**
- **Introduction**
- **Management Plan Activities**
- **Current Water Supply**
- **Projected Demands Update**
- **Monitoring, Data Compilation, and Evaluation**
- **2021 Financial Considerations**
- **Tables/Figures/Maps**
- **Appendices**
  - Board Minutes, and TAC Meeting Notes
  - Agreements/Resolutions/Task Orders
  - Financial Audit Report
  - References

2

# Water Management Area



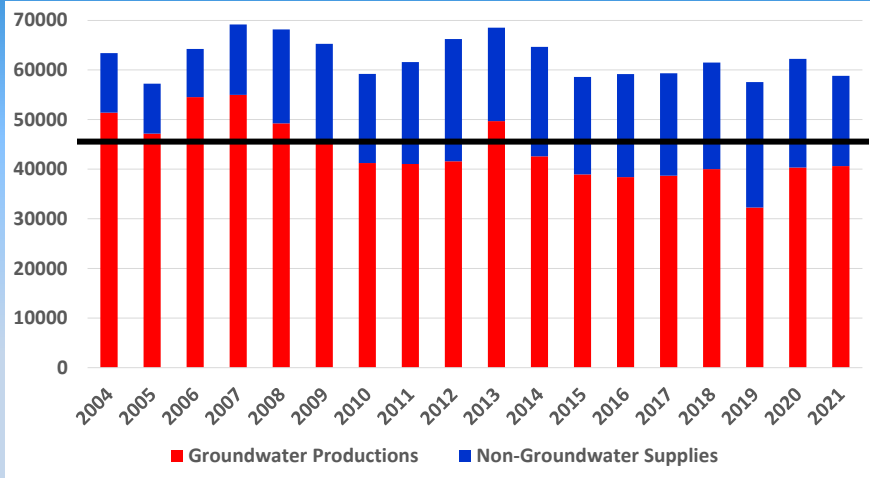
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## 2021 Annual Demands (By Management Zone/Source of Supply – AFY)

2019		EMWD	LHMWD	City of Hemet	City of San Jacinto	Private Property Owners	Soboba Tribe	Totals	Totals 2020
Ground-water	Canyon	1,828	3,924	0	0	1,154	1,043	7,949	7,865
	SJUP	8,189	5,772	10	2,611	5,834	935	23,351	21,383
	Hemet North	0	0	0	0	2,382	0	2,382	2,263
	Hemet South	586	265	1,812	0	1,727	0	4,390	4,779
Groundwater From IRRP Wells		407	208	1,954	0	0	0	2,569	4,033
Total Groundwater		11,010	10,169	3,776	2,611	11,097	1,978	40,641	40,323
Surface Water - SJ River		0	2,080	0	0	0	0	2,080	9,821
In-lieu Recharge		0	0	0	0	0	0	0	0
Imported Raw Water		172	3,052	0	0	304	0	3,528	1,854
Imported Treated by EMWD		1,274	0	0	0	0	0	1,274	1,437
Recycled Water		0	0	0	0	8,513	0	8,513	8,728
In-Lieu Recycled Water		0	0	0	0	2,763	0	2,763	1,905
Totals		12,456	15,301	3,776	2,611	22,677	1,978	58,799	62,214

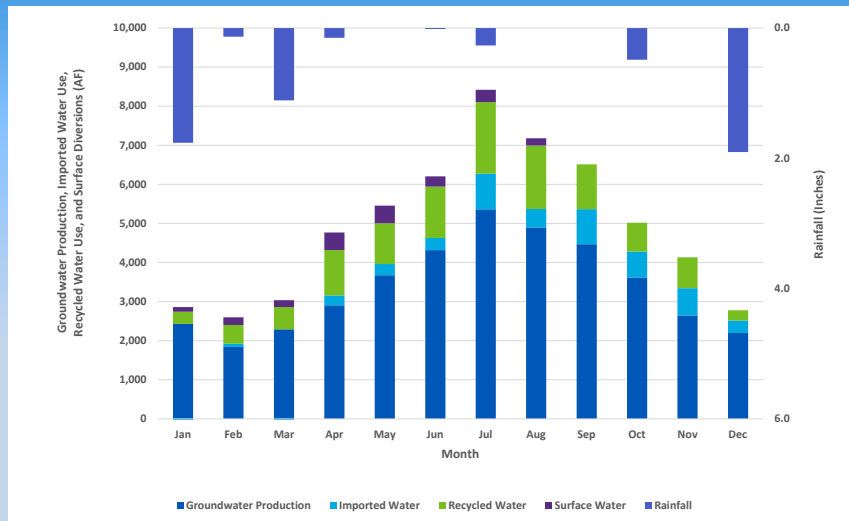
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## 2004-2021 Annual Demands (By Source of Supply - AFY)



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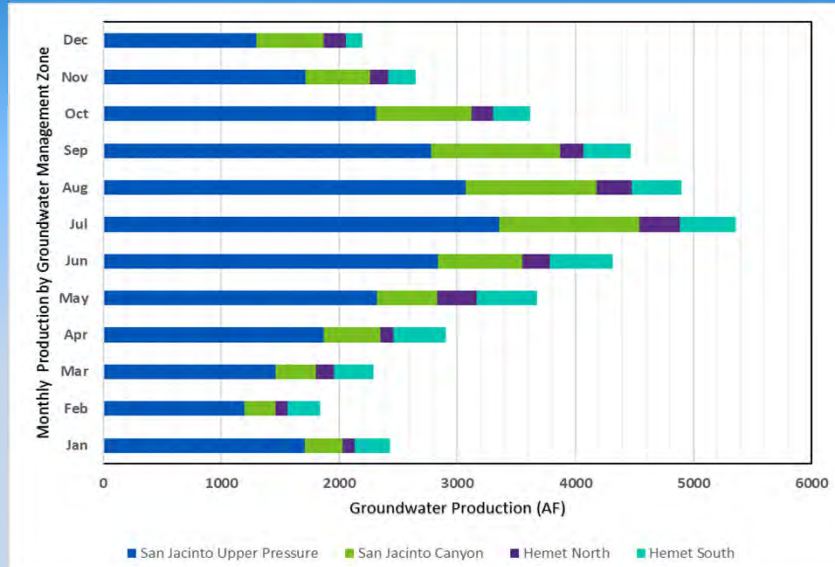
## 2021 Groundwater Production (By Management Zone - AF)



6



## 2021 Groundwater Production (By Management Zone - AF)



7

## Demand Projections (By Entity - AFY)

Entity \ Year	Actual 2021	2025	2030	2035	2040	2045
EMWD	12,456	13,900	14,600	15,400	16,000	16,700
LHMWD	15,301	16,969	17,486	18,035	18,616	N/A
City of Hemet	3,776	4,167	4,245	4,324	4,405	4,488
City of San Jacinto	2,611	3,047	3,290	3,551	3,836	4,140
Private Pumpers	22,677	24,000	22,000	20,000	18,000	16,000
Soboba Reservation *	1,978	3,215	3,520	3,825	4,010	4,025
<b>Totals</b>	<b>58,799</b>	<b>65,298</b>	<b>65,141</b>	<b>65,135</b>	<b>64,867</b>	<b>N/A</b>

\* Projections are based on Settlement Agreement

8

## 2021 Groundwater Level Spring Measurement Results (By Management Zone)

Mgmt. Zone	Wells Measured Spring 2021	Wells Common with Spring 2020	Depth to Water Increase $\geq 10$ ft	Depth to Water Decrease $\geq 10$ ft	Min. Depth to Water (ft)	Max. Depth to Water (ft)
Canyon	8	8	1	2	1.2	315.2
S.J. Upper Pressure	64	58	4	11	19.9	535.6
Hemet North	22	19	0	0	159.7	236.6
Hemet South	44	44	3	3	19.6	406.6
<b>Totals</b>	<b>138</b>	<b>129</b>	<b>8</b>	<b>16</b>	<b>1.2</b>	<b>535.6</b>

9

## 2021 Inactive Wells Capped/Sealed (By Management Zone)

Mgmt. Zone	Number of Wells
Canyon	0
S.J. Upper Pressure	5
Hemet North	0
Hemet South	0
<b>Totals</b>	<b>5</b>

10

## 2021 Water Quality Sampling Results (By Management Zone)

TDS Concentration (mg/L)	Hemet North	Hemet South	San Jacinto Canyon	San Jacinto Upper Pressure
0-500	1	1	15	37
500-750	13	6	1	3
750-1,000	3	4	1	0
> 1,000	4	6	0	3
<b>Total</b>	<b>21</b>	<b>17</b>	<b>17</b>	<b>43</b>
<b>Minimum</b>	<b>446</b>	<b>212</b>	<b>204</b>	<b>202 *</b>
<b>Maximum</b>	<b>1,280</b>	<b>1,440</b>	<b>842 *</b>	<b>1,290</b>
<b>2020 Minimum</b>	<b>410</b>	<b>214</b>	<b>146</b>	<b>40</b>
<b>2020 Maximum</b>	<b>1,130</b>	<b>1,440</b>	<b>1,540</b>	<b>1270</b>

\* Well with minimum and maximum values in 2021 vary from the wells with minimum and maximum values in 2020

11

## 2021 Imported Water for Recharge (AF)

Facility	2021 State Water Project	2020 State Water Project
IRRP Ponds	0	4,450
Grant Ave. Ponds	0	2,017
<b>Total</b>	<b>0</b>	<b>6,467</b>

12

## 2021 River Diversions (AF)

Agency	Diversion Points	2021 Diversions	2020 Diversions
LHMWD	Lake Hemet	1,689	4,302
	South Fork	0	4,023
	North Fork	305	1,024
	Strawberry Creek	149	626
EMWD	Grant Avenue	15	1,207
	<b>Total</b>	<b>2,158</b>	<b>11,182</b>

13

## Rainfall Information (inches)

	San Jacinto		Hemet	
Historic High	28.63	1961	26.60	1978
Historic Low	4.98	1969	3.64	2002
30-Year Mean	10.05		9.94	
Year 2021	6.67		5.83	
Year 2020	8.90		9.12	

14

## Recycled Water & In-lieu Program Activities

In-Lieu Program Participants	Pre 2021 Deliveries (AF)	2021 Recycled Water Deliveries (AF)	2021 In-lieu Deliveries with Subsidy (AF)	Cost for In-lieu Program for 2019
Scott Brothers Dairy	19,631	848	688	\$48,374
Rancho Casa Loma	41,167	2,474	2,074	\$145,771
<b>Totals</b>	<b>60,798</b>	<b>3,322</b>	<b>2,763</b>	<b>\$194,145</b>

Management Zone	Recycled Water Use (AF)	2020 Recycled Water Use (AF)
Canyon	0	0
S.J. Upper Pressure	6,232	5,838
Hemet North (partial)	1,609	1,696
Hemet South	3,435	3,099
<b>Totals</b>	<b>11,276</b>	<b>10,633</b>

15

## Public Agencies Carry-Over Credits as of December 31, 2021 (All Values in AF)

Agency	Unused SbT Imported Water as of Dec 31, 2021 *	Unused Adjusted BPR (AF) as of Dec 31, 2021	Totals as of Dec 31, 2021	MWD Pre-Delivered for Future
City of Hemet	4,966	17,053	22,019	1,591
City of San Jacinto	5,904	4,036	9,940	1,014
EMWD **	7,108	19,255	26,363	2,735
LHMWD ***	12,043	3,803	15,846	2,775
<b>Totals</b>	<b>30,021</b>	<b>44,147</b>	<b>74,167</b>	<b>8,115</b>

\* Unused Soboba Tribe Imported Water include Soboba Tribe production from Soboba Golf Course wells.

\*\* EMWD excess production is offset by the Unused Adjusted BPR.

\*\*\* LHMWD requested the excess production be offset by the Unused Soboba Imported Water.

BPR = Base Production Rights

SbT = Soboba Tribe

16

## Class B Participants Carry-Over Credits (as of December 31, 2021)

Legal Owner Name	Prorata Alloc.	Total Production Below Allocations as of December 2020	2021 Production	Total Prod. Below Allocations as of Dec. 2021
<b>San Jacinto 300</b>	1398	6953	657	7693
Gless Trust Pt.	588	3728	27	4289
Gless Family Trust	1505	9537	70	10973
Olsen Robert D & Olsen Elva I.	14	45	0	58
Olsen Citrus LLC	37	120	0	157
Arlington Veterinary Laboratories Inc.	105	335	1	439
Oostdam Peter G & Jacoba M and Oostdam John P & Margie K.	259	1395	49	1605
<b>Golden Ocean Realty</b>	596	4768	0	5364
Record Randolph A & Record Anne M.	46	353	0	399
Sybrandy Investment Co. LP	1182	6901	359	7723
Boersma Eric & D Family Trust	195	913	139	968
Curci San Jacinto Investors LLC	58	463	0	520

New Owners are shown in green cells – Need to be contacted

17

## Class B Participants Carry-Over Credits (as of December 31, 2021) (Cont.)

Legal Owner Name	Prorata Alloc.	Total Production Below Allocations as of December 2020	2021 Production	Total Prod. Below Allocations as of Dec. 2021
<b>D.R. Horton</b>	202	1617	0	1820
Nuevo Dev Co. LLC	151	1208	0	1359
Lauda Family Ltd Partnership *	3447	3972	796	4549
<b>Gm Gabrych Family</b>	142	788	0	930
San Jacinto Spice Ranch Inc.	265	2051	0	2316
Scott Ag Property *	1755	5402	145	6324
Vandam Donald Dick and Vandam Frances L.	531	2863	79	3315
Vandam Glen A and Vandam Jennifer A.	139	780	32	887
Velde Children Trust & Pastime Lake Inv. (Combined)	357	300	292	365

New Owners are shown in green cells – Need to be contacted

\* In-lieu Program Participants – Recycled water deliveries are considered in calculating the Carry-over Credits

18

## 2021 Budget & Revenues

Description	Original Budget	Revised Budget
Agreements (In-lieu Program)	\$ 215,400	\$ 180,000
EMWD Support (Groundwater Monitoring Program)	\$ 191,700	\$ 191,700
Gravel Pit Dewatering Project	\$ 31,300	\$ -
Organization Operations & Management	\$ 233,250	\$ 235,100
Financial Support Services	\$ 9,000	\$ 8,100
Legal Counsel Services	\$ 15,000	\$ 15,000
Advisor Services	\$182,000	\$186,000
Insurance; Office Supplies; and Other Direct Costs	\$ 10,000	\$ 10,000
Administrative Support Services	\$ 12,000	\$ 11,000
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000
Additional Projects/Activities (None)	\$ 95,000	\$ 95,000
Groundwater Modeling Effort	\$ 95,000	\$ 95,000
<b>2021 Total Budget</b>	<b>\$766,650</b>	<b>\$701,800</b>
<b>2020 Total Budget</b>	<b>\$687,950</b>	<b>\$580,600</b>

	Adjusted Base Production Rights (AF)	Actual Productions * (AF)	Production subject to Assessment (AF)	Total Assessment (\$)
City of Hemet	4,542	1,821	921	\$ 32,247
City of San Jacinto	3,004	2,611	1,711	\$ 59,885
EMWD	7,303	10,603	10,603	\$371,106
LHMWD	7,434	9,961	7,434	\$260,182
<b>2021 Totals</b>	<b>22,283</b>	<b>24,996</b>	<b>20,669</b>	<b>\$723,420</b>
<b>2020 Totals</b>	<b>22,283</b>	<b>23,776</b>	<b>20,208</b>	<b>\$808,305</b>

\* Actual Production does not include IRRP Productions

19

## 2021 Watermaster Related Meetings and Agreements/Resolutions

### Technical Advisory Committee Meetings:

- February 8, 2021
- May 10, 2021
- August 9, 2021
- November 8, 2021

### Watermaster Board Meetings:

- February 22, 2021
- May 24, 2021
- August 23, 2021
- November 22, 2021

### Watermaster Agreement(s) & Resolution(s):

- Hemet-San Jacinto Watermaster Support Services:
  - ✓ Task Order No. 14 – Water Resources Monitoring Program Support for 2021
- 2021-2023 Financial Audit Agreement with Clifton/Larson/Allen
- Assignment of In-lieu Agreement
- Standard form of Stipulation for Intervention
- Resolution 8.3 Deferral of Setting Replenishment Assessment until February 2023.
- Resolution 9.6 Setting the Administrative Assessment for 2021 at \$35 per Acre-foot.

20

## Recommendation

**Receive and File the 2021 Annual Report  
with the Court after accommodating  
comments from Legal Counsel**





# San Jacinto Flow Model (SJFM 2020) Update + Safe Yield Update

Prepared by **Woodard & Curran**  
Original Date: **February 28<sup>th</sup>, 2022**  
Revised Date: **May 23<sup>rd</sup>, 2022**



Hemet-San Jacinto  
Watermaster






Woodard  
& Curran



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## Agenda

- ▶ Model Background
- ▶ Model Overview
- ▶ Model Re-Calibration
- ▶ Safe Yield Update
- ▶ Model Report & Documentation



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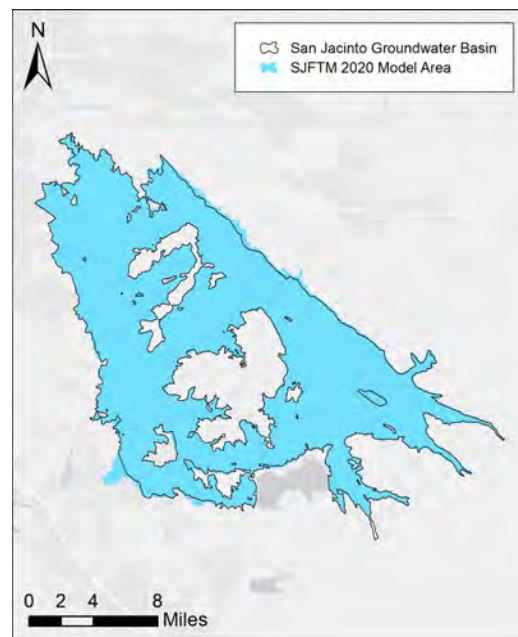
# San Jacinto Flow Model Background

Model History & Applications

3

## SJFM 2020 Model Area

- ▶ The model domain includes the entire San Jacinto Groundwater Basin
  - Basin boundary defined in the CA DWR Bulletin 118 Report (2018)
  - The model also includes some legacy areas outside of the basin boundary that are still included in Groundwater Management Zones



4

# Modeling History in the San Jacinto Groundwater Basin

Year	Model Area	Simulation Period	Consultant	Client
1975	Entire Basin and Water Quality	1963-1972	WRE & Kreiger and Stewart	SWAPA
1991	Canyon, Upper Pressure, Lower Pressure Flow, and Water Quality	1963-1983	UCLA	MWD, EMWD, SWAPA
1995	Hemet Flow and Water Quality	Data Collection	UCLA	MWD, EMWD
1998	Entire Basin	1972-1991	DHI	EMWD
2001	Perris North and March Air Reserve Base (MARB)	1993-1999	Tetra Tech	MARB
2002	San Jacinto Groundwater Basin	1984-1999	TechLink	EMWD
2014	San Jacinto Groundwater Basin	1984-2012	RMC	EMWD, Watermaster

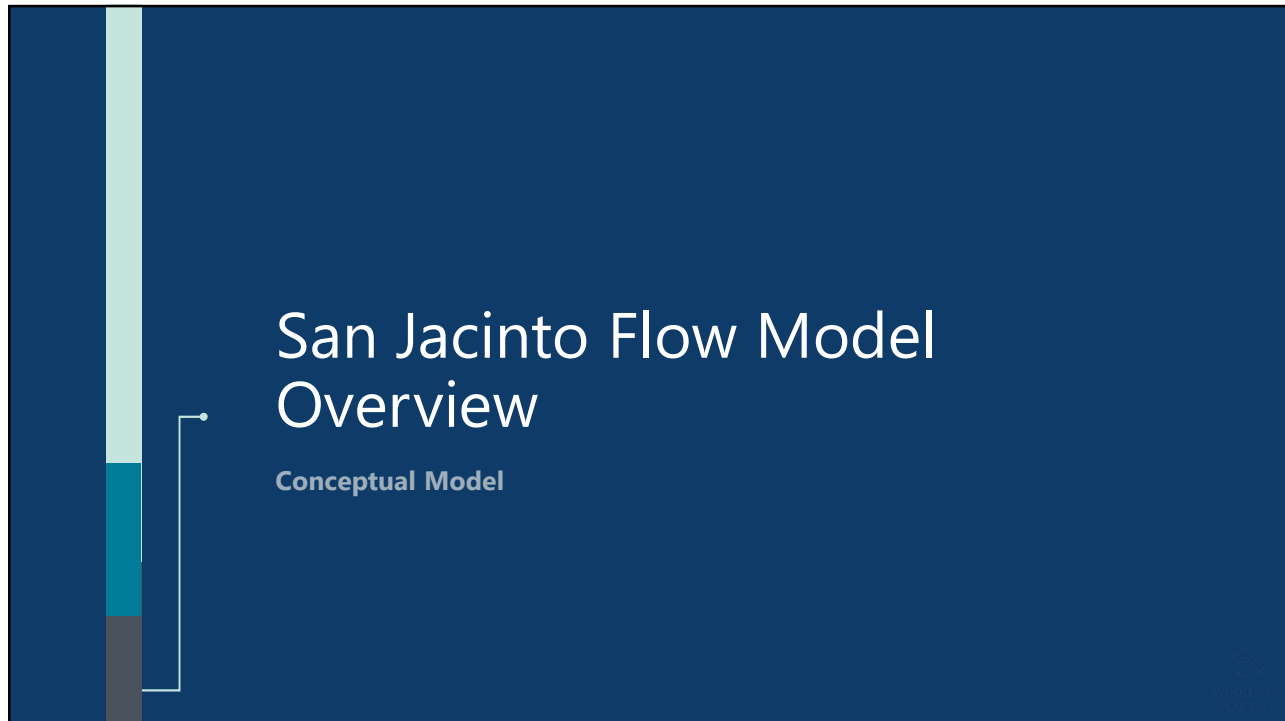


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# Model Development Timeline



6

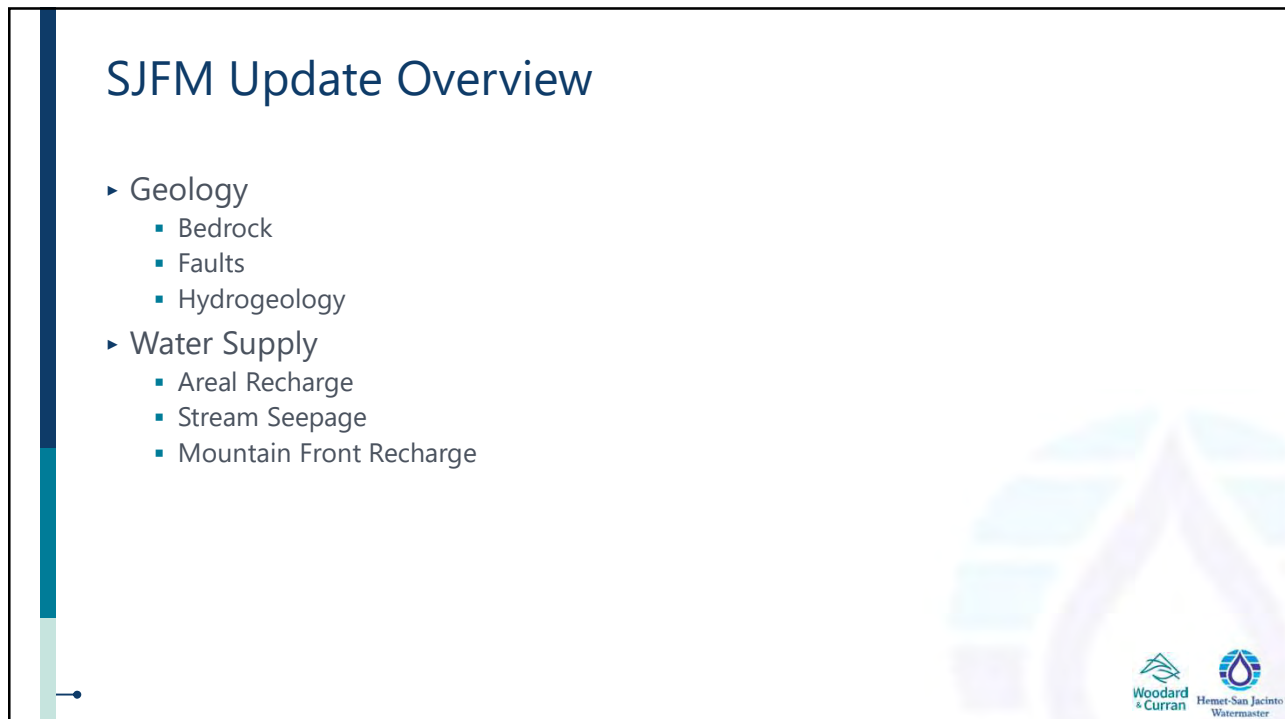


San Jacinto Flow Model  
Overview

Conceptual Model

The slide features a dark blue background with a vertical bar on the left side. The bar is divided into three colored segments: a light blue segment at the top, a teal segment in the middle, and a dark blue segment at the bottom. A white line with a dot at the end starts from the bottom of the bar, moves right, then up, then right again, ending near the text.


7



SJFM Update Overview

- ▶ Geology
  - Bedrock
  - Faults
  - Hydrogeology
- ▶ Water Supply
  - Areal Recharge
  - Stream Seepage
  - Mountain Front Recharge

The slide has a white background with a vertical bar on the left side. The bar is divided into three colored segments: a dark blue segment at the top, a teal segment in the middle, and a light blue segment at the bottom. A white line with a dot at the end starts from the bottom of the bar, moves right, then up, then right again, ending near the text.

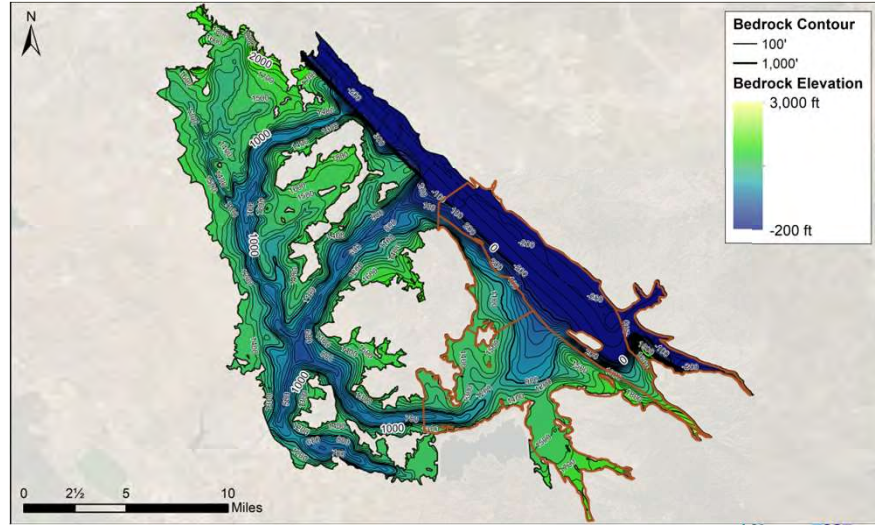


Woodard & Curran Hemet-San Jacinto Watermaster

8

## Updated Bedrock Surface

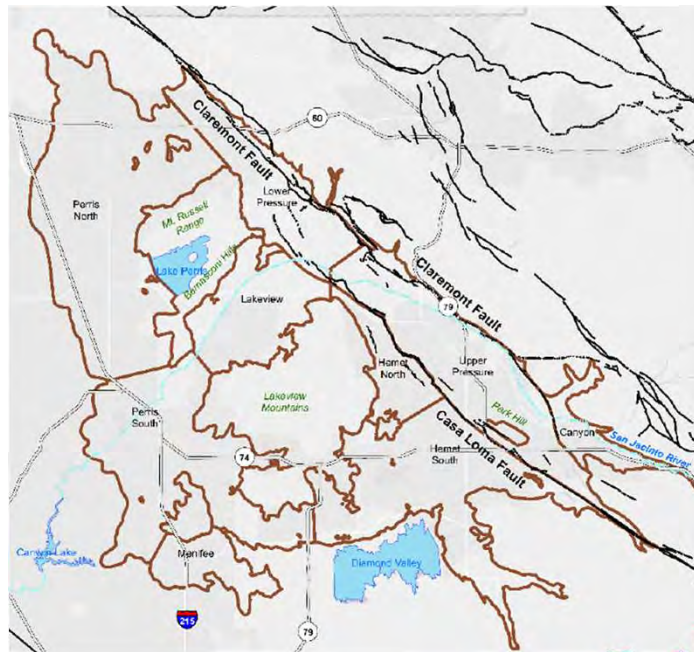
- ▶ UC Riverside
- ▶ DWR Information
- ▶ MARB Data Sets



9

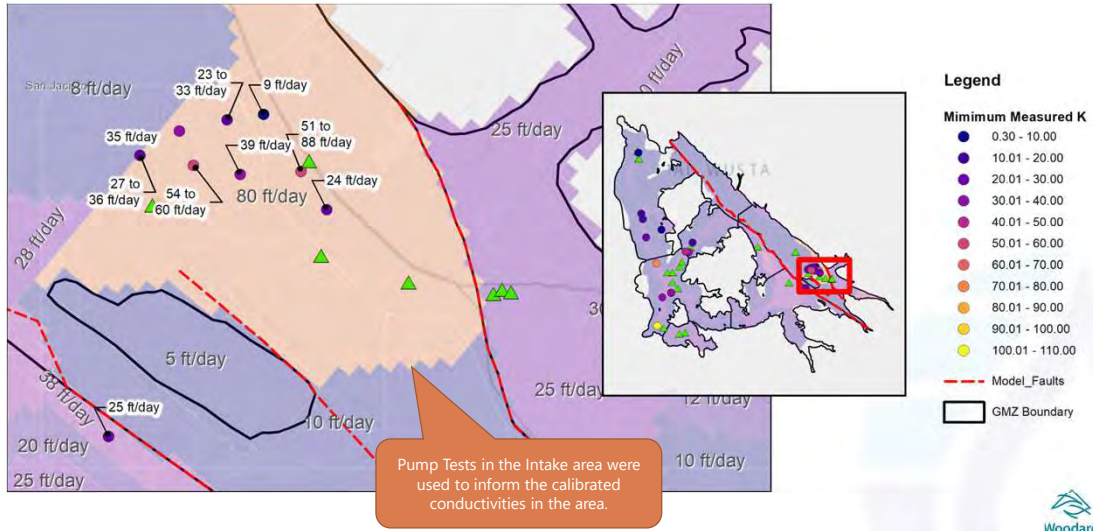
## Refined Location of Faults

- ▶ Hydrogeologic construct and definition of the faults



10

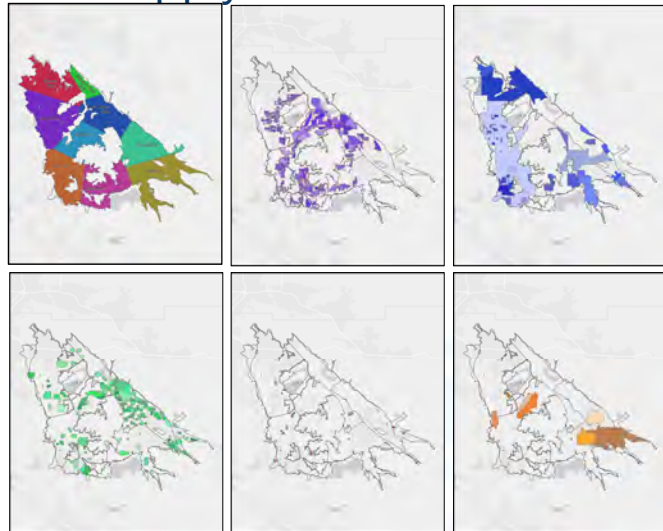
## Updated Hydrogeologic Information based on Aquifer Test Results



11

## Refined and Updated Water Supply Information

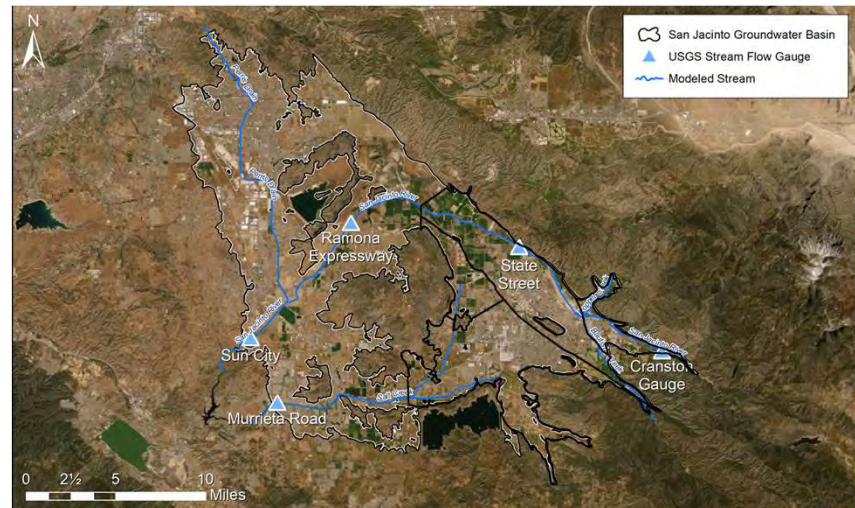
- ▶ Areal Recharge
  - Rainfall
  - EMWD Water Sales
  - Subagencies Water Sales
  - Reclaimed Water Sales
  - Irrigation
- ▶ Reclaimed Water Ponds
- ▶ Streamflow Recharge
- ▶ Boundary Flows
  - Mountain Front Recharge
  - Lake Seepage



12

## Updated Stream flow Records

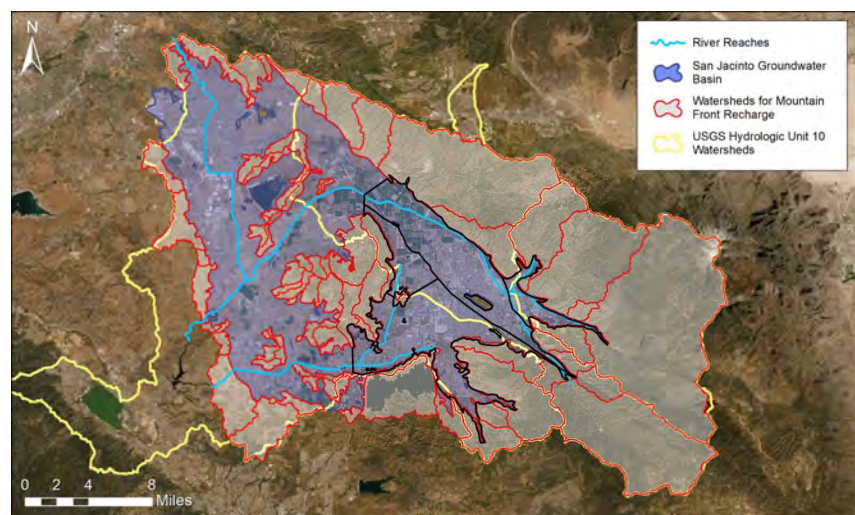
- ▶ Stream flow data was used from 5 USGS gauges within the basin.



13

## Refined and Updated Subsurface Flow Contributions from Mountain Front Runoff

- ▶ MFR values vary based on observed precipitation from the Rain Gauges in the Basin.
- ▶ The Statewide California Basin Characterization Model (USGS) was used to predict the MFR estimates from Precipitation.



14

# San Jacinto Flow Model Calibration

## Calibration Process & Results

15

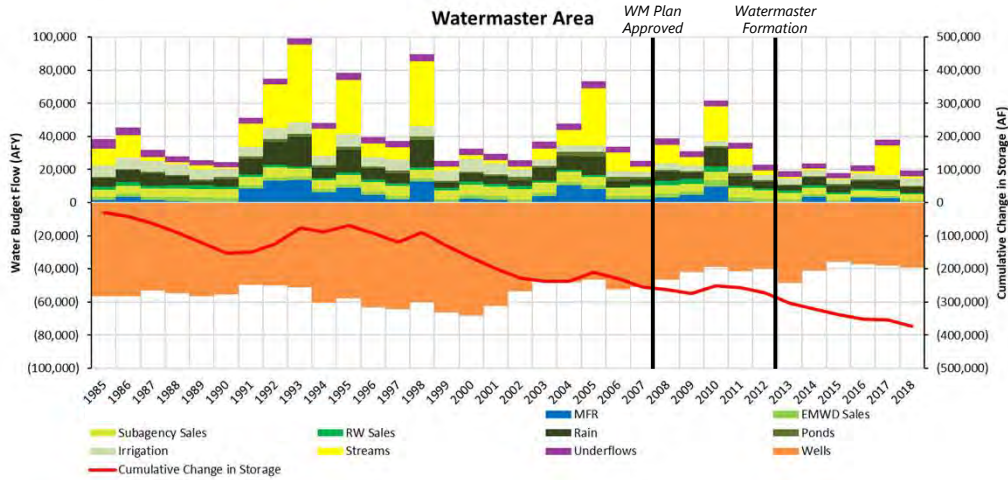
## SJFM2020 Calibration

- ▶ **SJFM was updated for the entire groundwater basin**
  - West San Jacinto – USACE
  - Hemet/San Jacinto Water Management Area – Watermaster
- ▶ **Approach was to calibrate the entirety of the model in a unified manner**
  1. Performed manual calibration
  2. Set calibration targets for each GMZ based on:
    - Conceptual representation of the aquifer system
    - Availability and quality of data
  3. Performed automated calibration (using PEST) for primary aquifer parameters
  4. Finalized GMZ level water budgets
- ▶ **Performed sensitivity analysis for model calibration parameters**

16



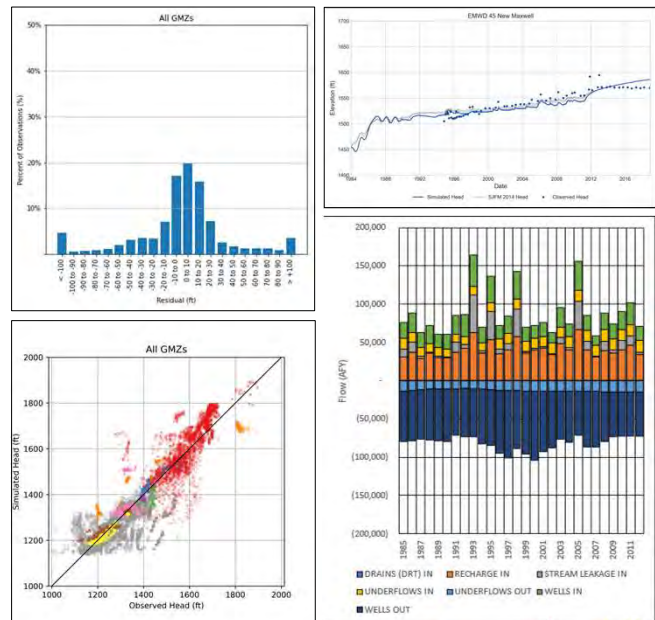
# Water Budget – Management Area



17

# Calibration Tools

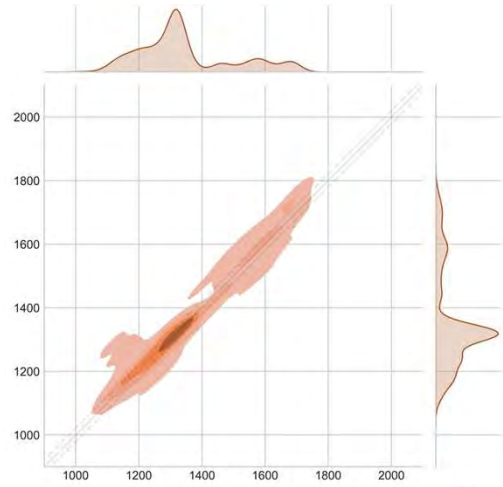
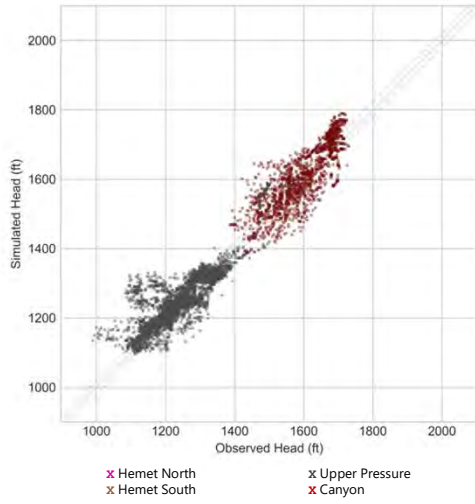
- ▶ The Water Budgets were calibrated against prior reports and studies, including:
  - HSJ reports
  - GSP documents
  - knowledge of basin behavior
- ▶ Several metrics were used to measure the calibration success of the updated flow model.
  - Residual Histogram and Scatter Diagrams
  - Selected Hydrographs
  - Water Budgets
- ▶ Observed heads were used to source the residual-based metrics.



18

# Scatter Diagrams & Residual Histograms

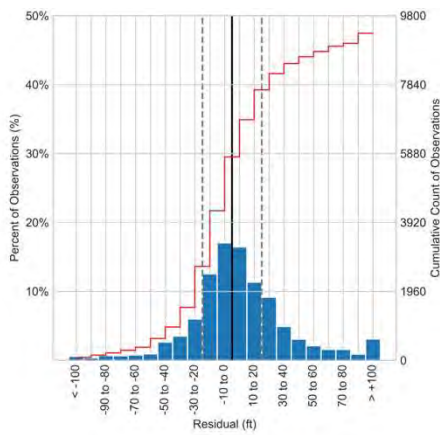
Management Area



19

# Scatter Diagrams & Residual Histograms

Management Area



Residual	Count	%	Cumulative %
0' – 10'	3,114	33%	33%
10' – 20'	2,223	24%	57%
20' – 30'	1,409	15%	73%
30' – 40'	786	8%	81%
40' – 50'	533	6%	87%
50' – 60'	286	3%	90%
60' – 70'	221	2%	92%
70' – 80'	208	2%	94%
80' – 90'	147	2%	96%
90' – 100'	75	1%	97%
100' +	72	1%	98%



20



21

# Safe Yield

Update & Results

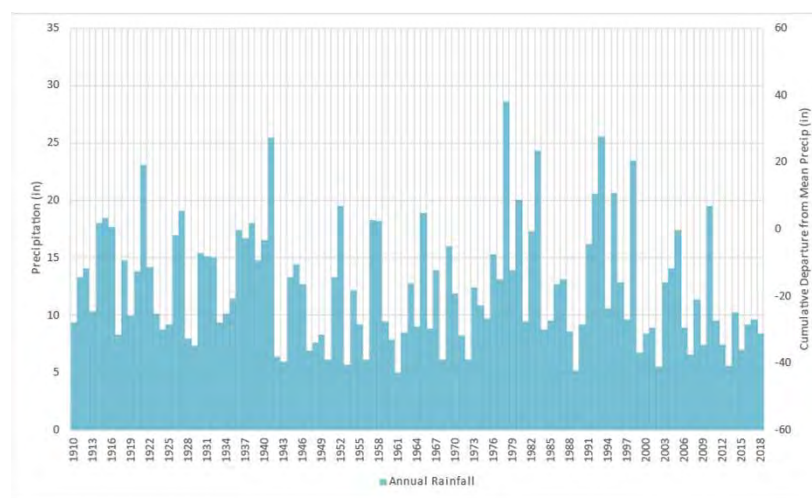
22

## HSJ Water Management Area Safe Yield

- ▶ **Safe Yield** – the long-term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe Yield of the Management Area is estimated to be approximately 45,000 acre feet per year. (Stipulated Judgment, 4/18/2013)
- ▶ **HSJ Water Management Plan (Nov. 2007):** 40,000 to 45,000 AFY
- ▶ **Safe Yield depends on:**
  - Hydrologic period
  - Groundwater Production
  - Natural Recharge Conditions
  - Imported

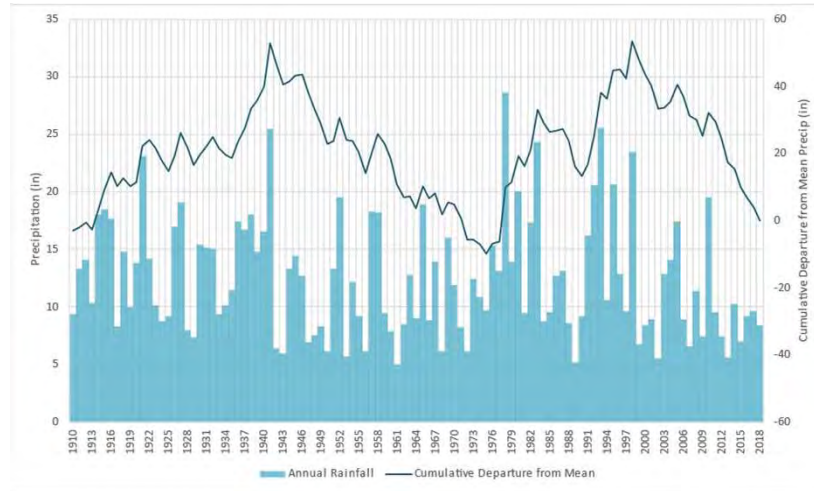
23

## Safe Yield depends on the hydrologic period



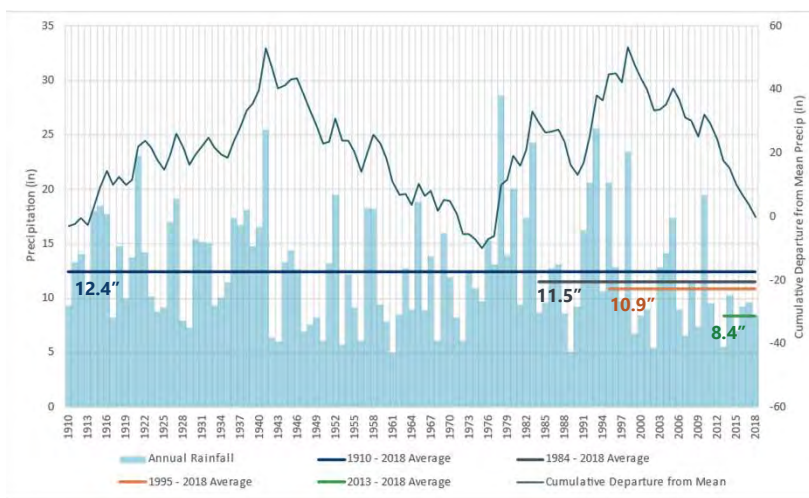
24

## Safe Yield depends on the hydrologic period



25

## Safe Yield depends on the hydrologic period



Period	Mean Precipitation (in)
1910 – 2018	12.4
1984 – 2018	11.5
1995 – 2018	10.9
2013 – 2018	8.4



26

# Estimates of Groundwater Yield

## Factors Affecting Yield Estimate

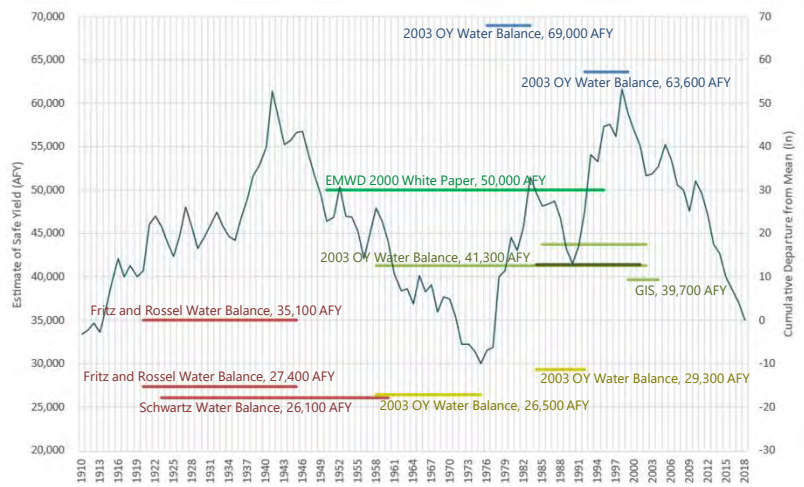
- Period of Record
- Hydrologic Conditions
- Streamflow Conditions
- Groundwater Operations
- Groundwater Recharge Activities



27

# Estimates of Groundwater Yield

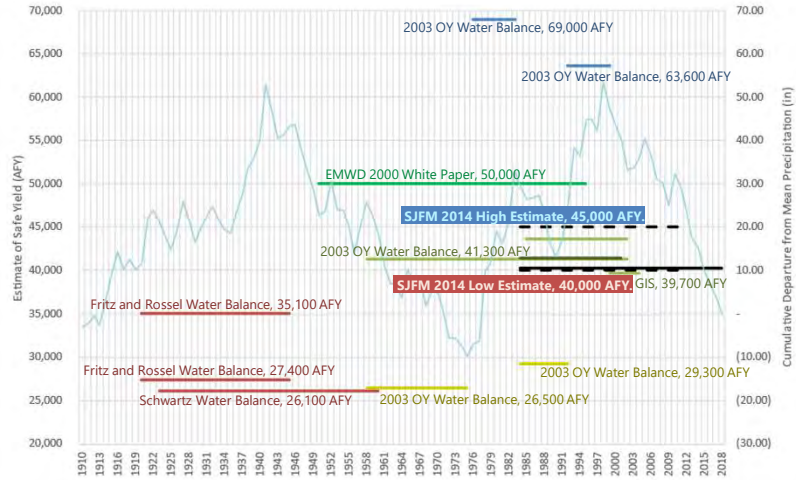
- ▶ HSJ WMP:  
**40,000 to 45,000 AFY**
- ▶ Long-Term Yield: (1984-2018):  
**40,300 AFY**
- ▶ Mid-Term Yield: (1995-2018):  
**38,700 AFY**
- ▶ Short-Term Yield: (2013-2018):  
**23,600 AFY**



28

## Estimates of Groundwater Yield

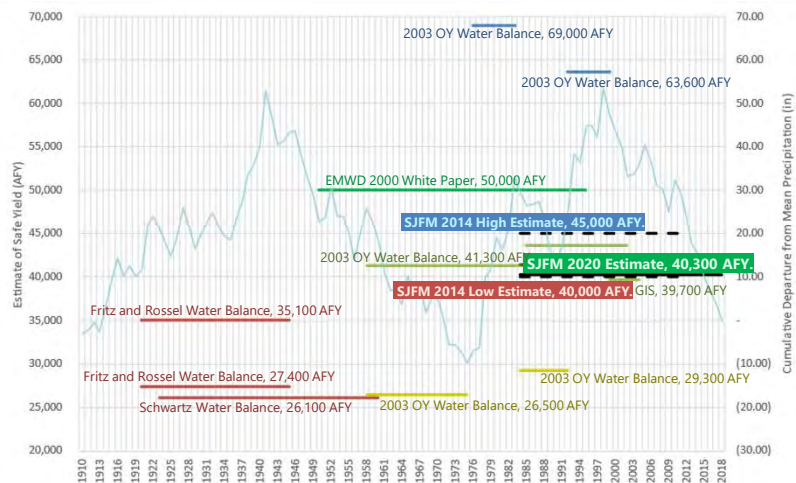
- ▶ HSJ WMP:  
**40,000 to 45,000 AFY**
- ▶ Long-Term Yield: (1984-2018):  
**40,300 AFY**
- ▶ Mid-Term Yield: (1995-2018):  
**38,700 AFY**
- ▶ Short-Term Yield: (2013-2018):  
**23,600 AFY**



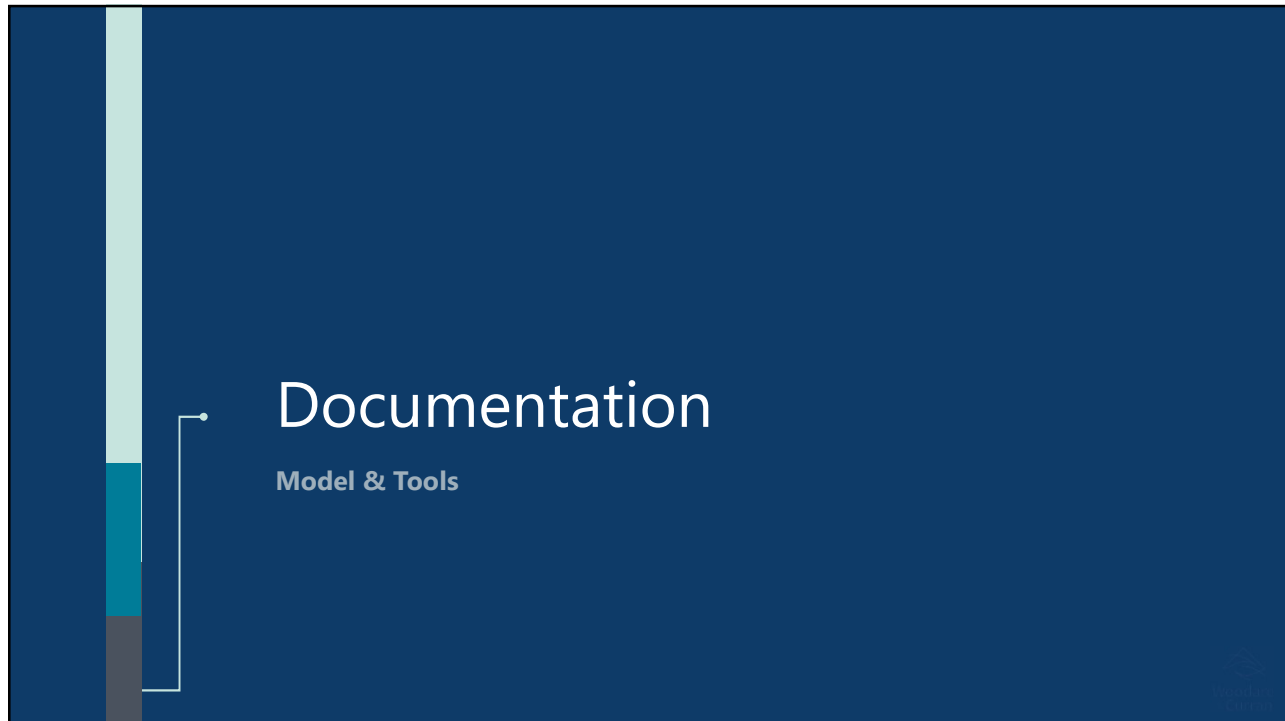
29

## Estimates of Groundwater Yield

- ▶ HSJ WMP:  
**40,000 to 45,000 AFY**
- ▶ Long-Term Yield: (1984-2018):  
**40,300 AFY**
- ▶ Mid-Term Yield: (1995-2018):  
**38,700 AFY**
- ▶ Short-Term Yield: (2013-2018):  
**23,600 AFY**






30



31

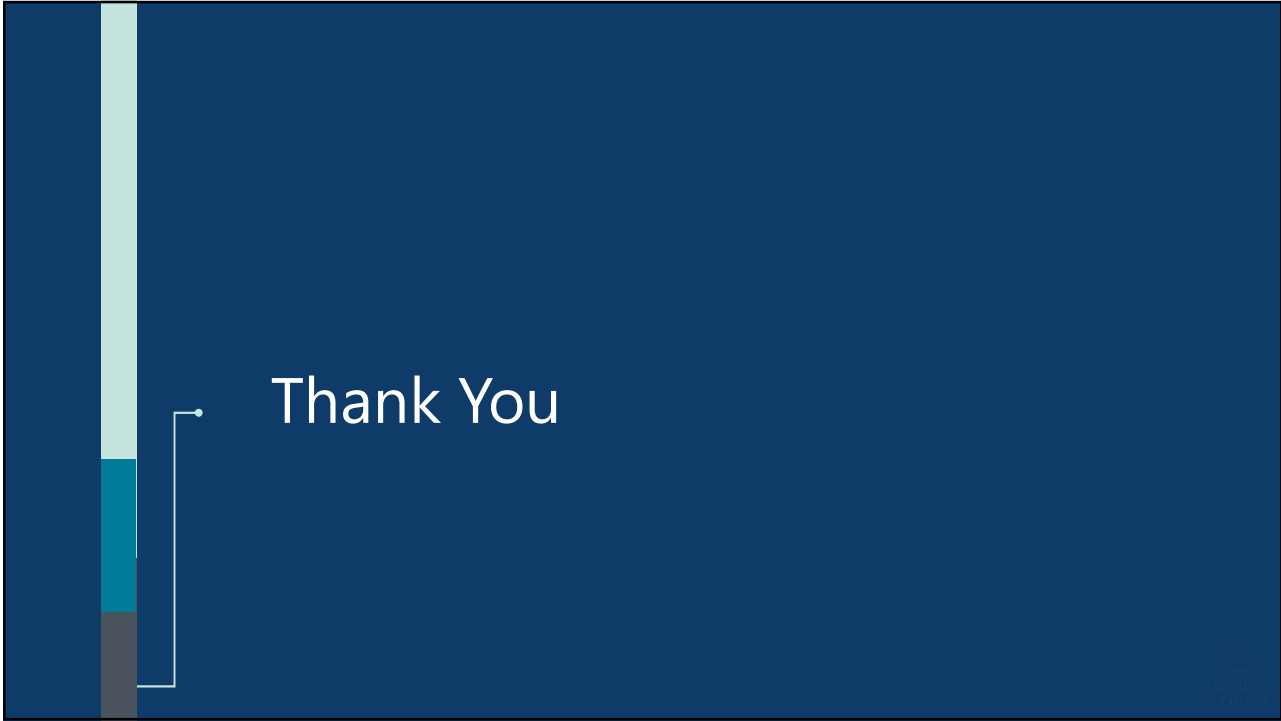
## Model Report & Documentation

- ▶ A preliminary draft of the **SJFM 2020 Model Update Report** has been prepared and is under review.
  - This report covers updates and calibration made to both sides of the basin.
- ▶ Watermaster Report on Safe Yield update has been prepared



32





Thank You

# Safe Yield Estimate Discussion

Hemet-San Jacinto Watermaster  
Board Meeting

May 23, 2022

1

## Updated Safe Yield Estimate (Using the San Jacinto Flow Model 2020)

- **The Safe Yield is estimated to be 40,000 AFY over the entire model period (1984-2018)**
- **For the period 1995-2018, the safe yield is estimated to be 38,700 AFY**
- **For the period 2013-2018, the yield is estimated to be 23,600 AFY**

**The initial Safe Yield was estimated to be approximately 45,000 acre feet per year & Base Allocation Rights were set based on the initial Safe Yield estimate.**

2

## Hemet-San Jacinto Judgment Safe Yield Definition

**“The long-term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe Yield of the Management Area is estimated to be approximately 45,000 acre feet per year.”**

3

## Discussion Points

- What should the modeling period used to estimate the long-term safe yield be? 20 years? 30 years? Or...
- The Updated Safe Yield estimate includes the Soboba Imported Water as part of the yield. Should any recharge of imported water (exp. Soboba Imported Water) be included in the Safe Yield estimation?
- Should the Watermaster consider re-adjusting the initial Safe Yield of 45,000 acre feet per year?

4

## Recommendation

- **Advisor will meet with the Water Districts and the Cities staff to receive feedback.**
- **Advisor will present his finding at the next Technical Advisory Committee (TAC) and receive comments.**
- **Advisor will present his recommendation(s) and TAC comments at the August meeting for the Watermaster consideration.**

5

## Questions...

6

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

August 22, 2022

4:00 pm

**Due to the spread of COVID-19, and until further notice, the Hemet – San Jacinto Watermaster will be holding all upcoming Technical Committee Meetings by teleconferencing and virtually through Zoom.  
The Meeting will be accessible as follows:**

<b>Meeting Access Via Computer (Zoom):</b>
<a href="https://zoom.us/j/92586055765?pwd=TE5WZzg2VGFZeU9CN28ra2diV3dVZz09">https://zoom.us/j/92586055765?pwd=TE5WZzg2VGFZeU9CN28ra2diV3dVZz09</a>
<b>Meeting Access Via Telephone: +1 (669) 900-6833</b>
<b>Meeting ID: 925 8605 5765</b>
<b>Passcode: 451480</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

II. ADDITIONS/DELETIONS TO THE AGENDA

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

A. Board Member Comments/Questions/Reports

B. Advisor Report

C. Legal Counsel Report

D. Treasurer Report

#### IV. CONSENT CALENDAR

- A. Approval of Minutes – May 23, 2022 Regular Board Meeting.

*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

#### V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

- A. 2021 Financial Audit – Presentation by CliftonLarsonAllen Certified Public Accountants and Financial Advisors Summarizing 2021 Audit Findings and Recommendations.

*Recommendation: Adopt a motion to Receive and submit the Audit Report as part of the Watermaster 2021 Annual Report to the Court.*

- B. 2021 Annual Report – Presentation of the summarized 2021 Annual Report was made at the previous meeting.

*Recommendation: Adopt a motion to receive and file the 2021 Annual Report with the Court after any additional comments by Legal Counsel.*

- C. Consideration to Approve Consulting Services Agreement with Woodard & Curran – Review of the scope of work, and cost breakdown for the proposed update of the Groundwater Model to include years 2019 and 2020 data in the calculation of the Safe Yield estimates.

*Recommendation: Adopt a motion to approve a Consulting Services Agreement with Woodard & Curran for an amount not-to-exceed \$24,200.*

#### VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

- A. Updated 2022 Annual Budget – Presentation to summarize updates to the 2022 Annual Budget.

- B. Draft 2023 Annual Budget – Draft 2023 Annual Budget presentation as part of the Budget Workshop.

- C. Safe Yield Estimate Update – Update on discussions with TAC and Participating Agencies' Staff regarding the revised Safe Yield estimates.

- D. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

#### VII. CLOSED SESSION – NONE

## VIII. ADJOURNMENT

### Next Regular Board of Directors Meeting

November 28, 2022 at 4:00 pm at:

Eastern Municipal Water District Board Room  
2270 Trumble Road, Perris, CA 92570

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans With Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such a request to the Watermaster Executive Assistant at 714-707-4787, at least 48 hours before the meeting, if possible.*

*Pursuant to Government Code Section 54957.5, any writing that (a) is a public record; (b) relates to an agenda item for an open session of a regular meeting of the Watermaster Board of Directors; and (c) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at Watermaster's office located at 2270 Trumble Road, Perris, CA 92570.*

**Hemet-San Jacinto Basin Watermaster Board of Directors Meeting  
Eastern Municipal Water District  
August 22, 2022**

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, August 22, 2022, at 4:00 p.m. and online via Zoom. The meeting was called to order by Vice Chair, Steven Pastor

Board Members Present:	Steve Pastor, Vice Chair Phil Paule, Secretary / Treasurer Bruce Scott, Board Member Russ Brown, Alternat Board Member
Board Member's Absent	Linda Krupa, President Brian Hawkins, Board Member
Watermaster Staff Present:	Thomas Bunn, Legal Counsel (Lageloff LLP) Behrooz Mortazavi, Advisor (Water Resources Engineers)
Watermaster Staff Absent:	Michelle Mayorga, Executive Assistant (Water Resources Engineers)
EMWD Staff Present:	Joe Mouawad, General Manager Nick Kanetis, Deputy General Manager – Remote Lanaya Voelz Alexander, Assistant General Manager of Planning, Engineering and Construction John Adams, CFO – Remote Laura Barraza, Director of Water Resources/Planning – Remote Rachel Gray, Water Resource Planning Manager – Remote Thomas Henderson, Principal Engineering Geologist – Remote Leighanne Kirk, Principal Water Resource Specialist – Remote Jennifer Donnelly Deputy Board Secretary
Lake Hemet Staff Present:	Mike Gow, General Manager
City of Hemet:	Noah Rau, Public Works Director/Engineer – Remote Travis Holyoak, Water Superintendent – Remote
Others Remote:	Leslie Ward, CLA Auditor – Remote

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag of the United States was led by Mr. Steve Pastor. Ms. Jennifer Donnelly conducted the roll call. Mr. Hawkins, and Ms. Krupa were absent. All other board members including City of Hemet Alternate (Mr. Brown) were present.



I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster’s jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

**None**

II. ADDITIONS/DELETIONS TO THE AGENDA

**None**

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

A. Board Member Comments/Questions/Reports

None

B. Advisor Report

Mr. Mortazavi reported on recent Watermaster Activities. Mr. Mouawad reported on the State Water Project Resources and Colorado River Resources and Conditions of Water Supply.

Mr. Scott questioned the capability of diverting water from northern states like Oregon and Washington to California. Mr. Mouawad acknowledged the question and stated that the cost of delivery is the burden.

Attachment 1 shows the complete Advisor Report

C. Legal Counsel Report

Mr. Bunn reported on the definition of the safe-yield modeling and how the board needs to conduct a yearly safe-yield review as a consent item.

D. Treasurer Report

Mr. Mortazavi reviewed the Treasurer Report detailing the revenues and receivables for the previous three months.

Attachment 2 shows the complete Treasurer Report

IV. CONSENT CALENDAR

A. Approval of Minutes – May 23, 2022 Regular Board Meeting.

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Paule  
Seconded: Brown  
Ayes: Pastor

Noes: None  
Abstain: Scott  
Absent: Hawkins

Motion Passes

Attachment 3 shows a copy of the May 2022, Board Meeting Minutes

V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

A. 2021 Financial Audit –

Presentation by Ms. Ward representing CliftonLarsonAllen Certified Public Accountants and Financial Advisors Summarizing 2021 Audit Findings and Recommendations.

Recommendation: Adopt a motion to Receive and submit the Audit Report as part of the Watermaster 2021 Annual Report to the Court.

Motion: Paule  
Seconded: Scott  
Ayes: Pastor, Brown

Noes: None  
Abstain: None  
Absent: Hawkins

*Motion Passes*

Attachment 4 shows 2021 Audit Report

B. 2021 Annual Report

Presentation of the summarized 2021 Annual Report was made at the previous meeting.

Recommendation: Adopt a motion to receive and file the 2021 Annual Report with the Court after any additional comments by Legal Counsel.

Motion: Scott  
Seconded: Paule  
Ayes: Pastor, Brown

Noes: None  
Abstain: None  
Absent: Hawkins

Motion Passes

Attachment 4 shows 2021 Annual Report

C. Consideration to Approve Consulting Services Agreement with Woodard & Curran –  
Review of the scope of work, and cost breakdown for the proposed update of the Groundwater Model to include years 2019 and 2020 data in the calculation of the Safe Yield estimates.

Recommendation: Adopt a motion to approve a Consulting Services Agreement with Woodard & Curran for an amount not-to-exceed \$24,200

Motion: Scott  
Seconded: Brown  
Ayes: Pastor, Paule

Noes: None  
Abstain: None  
Absent: Hawkins

Motion Passes

Attachment 5 shows Consulting Services Agreement

## VI. Informational Items/Correspondence

- A. Updated 2022 Annual Budget – Presentation to summarize updates to the 2022 Annual Budget.

Attachment 6 shows complete presentation

- B. Draft 2023 Annual Budget – Draft 2023 Annual Budget presentation as part of the Budget Workshop.

Attachment 7 shows complete presentation

- C. Safe Yield Estimate Update – Update on discussions with TAC and Participating Agencies' Staff regarding the revised Safe Yield estimates. Mr. Bunn elaborated on the question, why do we need to change the safe yield when the current production is below the safe yield? Mr. Bunn explained that is a requirement in the judgment. The Judgment provides for redetermining the Safe Yield every year. Mr. Pastor asked if recharged water should be included in the modeling? Mr. Bunn said that recharging is included in the Modeling but in terms of the Safe Yield only, the Adjusted Base Productions don't include the recharge. Mr. Paule would like to make sure setting the Safe Yield is included as an Agenda item every year to comply with the Judgement.

Item was taken out of order after V.B. Action item. The safe yield needed definition in order to move forward for adopting a motion on V.C. Action Item.

Attachment 8 shows complete presentation

- D. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

## VII. CLOSED SESSION

**None**

VIII. ADJOURNMENT

Motion: Scott

Seconded: Paule

There being no further business to come before the board; Mr. Pastor adjourned the meeting at 5:35 p.m. to be reconvened on Monday, November 28, 2022 at 4:00 p.m. (Adjourned Regular Meeting)



1295 Corona Pointe Court, Suite 104, Corona CA 92879 • Telephone: (714) 707-4787

*Watermaster Board*

To: Hemet-San Jacinto Watermaster Board of Directors

*Chair*

Linda Krupa

From: Board Treasurer

*Vice-Chair*

Steve Pastor

Date: August 22, 2022

*Secretary-Treasurer*

Philip E. Paule

*Board Members*

Brian Hawkins

Bruce Scott

The Board Treasurer has reviewed and approved the following account information:

*Board Alternates*

Russ Brown

Susie Esquire

Randy A. Record

*Advisor*

Behrooz Mortazavi

*Legal Counsel*

Lagerlof, LLP

<b>Total Cash and Investments as of April 30, 2022</b>		<b>\$ 1,280,188.86</b>
<b>Revenues for May 1, 2022 – July 31, 2022:</b>		
	City of San Jacinto	\$ 14,971.25
	EMWD	\$179,391.61
<b>Total Received</b>		<b>\$ 194,362.86</b>
<b>Payments for May 1, 2022 – July 31, 2022:</b>		
	Edgewood Insurance	\$ 3,839.00
	CliftonAllenLarson	\$ 3,150.00
	Lagerlof LLP	\$ 5,720.00
	EMWD	\$ 1.00
	Water Resources Engineers	\$ 55,199.58
	Spatial Wave	\$ 3,000.00
<b>Total Payments</b>		<b>\$ 70,909.58</b>
<b>Cash Flow for May 1, 2022 – July 31, 2022:</b>		<b>\$123,453.28</b>
<b>Other Income/Expense for May 1, 2022 – July 31, 2022:</b>		
	Savings Interest	\$ 238.81
	Other Expense/Fees	\$ 0.00
<b>Total Other Income/Expense</b>		<b>\$ 238.81</b>
<b>Total Cash and Investments as of July 31, 2022</b>		<b>\$ 1,403,880.95</b>

Treasurer Report  
August 22, 2022

<b>Pending Receivables:</b>			
	EMWD (7/15/22)	\$ 63,904.80	
	LHMWD (7/15/22)	\$ 65,045.44	
<b>Total Pending Receivables</b>			<b>\$ 128,950.24</b>
<b>Pending Payments:</b>			
	Lagerlof (CK# 1412)	\$ 1,480.00	
	Water Resources Engineers (Ck # 1411 & 1413)	\$ 39,228.34	
	Woodard & Curran (Ck# 1414)	\$ 10,535.00	
<b>Total Pending Payments</b>			<b>\$ 51,243.34</b>

<b>2021 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget August 2021</b>	<b>Commitments (As of July 31, 2022)</b>
In-Lieu Program Agreement	\$ 215,400	\$ 180,000	\$ 194,144.63
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 191,700	\$ 191,700	
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 31,300	\$ -	
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000	\$ 8,100	\$ 7,350.00
Legal Counsel Contract	\$ 15,000	\$ 15,000	\$ 14,724.00
Advisor Contract	\$ 182,000	\$ 186,000	\$ 185,930.00
Administrative Support	\$ 12,000	\$ 11,000	\$ 11,032.00
Insurance; Office Supplies & Other Direct Costs	\$ 10,000	\$ 10,000	\$ 9,820.37
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 95,000	\$ 95,000	\$ 95,084.50
<b>TOTALS</b>	<b>\$ 766,650</b>	<b>\$ 701,800</b>	<b>\$ 523,085.50</b>

<b>2022 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget TBD</b>	<b>Commitments (As of July 31, 2022)</b>
In-Lieu Program Agreement	\$ 198,500		
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 224,000		
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 33,100		
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000		\$ 2,610.00
Legal Counsel Contract	\$ 12,000		\$ 4,560.00
Advisor Contract	\$ 190,000		\$ 103,645.62
Administrative Support	\$ 12,000		\$ 2,871.00
Insurance; Office Supplies & Other Direct Costs	\$ 12,000		\$ 7,440.00
Database/Mapping Application Maintenance	\$ 5,250		\$ 3,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 25,000		
<b>TOTALS</b>	<b>\$ 720,850</b>		<b>\$ 124,126.62</b>



# Watermaster Advisor Report

## August 22, 2022

### **EMWD Related Coordination/Activities:**

- Major part of the coordination effort with EMWD was related to Safe Yield discussions plus processing of the monitoring program data.
- There have not been any Soboba Imported Water deliveries since March of 2020.

### **Budget/Accounting Related Activities:**

- All Participants have paid their full Administrative Assessments for 2021. The first set of invoices for 2022 Assessments were mailed on July 16.
- The 2021 Financial audit report will be presented today.
- The Treasurer Report will be reviewed under Item III-D.
- Draft 2023 Annual Budget has been prepared for review and will be presented today under item VI-B.

### **Technical Advisory Committee (TAC) Coordination/Activities:**

- TAC meeting for the month of August was conducted via teleconferencing on August 8, 2022, and major discussion items at the meeting were:
  - Updated 2022 Annual Budget – Item VI-A;
  - Draft 2023 Annual Budget – Item VI-B;
  - Safe Yield Estimate Update – Item VI-C; and
  - Consulting Services Agreement with Woodard and Curran – Item V-C.

The status of the Monitoring Program and Draft Board Agenda were also reviewed by TAC.

TAC also discussed time and location for its future meetings. Future TAC meetings will be conducted in-person at EMWD facilities and via remote conferencing.

### **Special Projects Activities:**

- Have had several meetings with the Judgment Participants regarding the new Safe Yield estimates provided by the recent groundwater modeling work:
  - City of San Jacinto Staff - June 16, 2022;
  - EMWD and LHMWD Staff – June 28, 2022;
  - EMWD Staff – July 5, 2022;
  - EMWD and LHMWD Staff – July 7, 2022; and
  - Private Producers Representatives – August 10, 2022.

TAC has discussed the Safe Yield estimates in some detail, and summary of TAC and Advisor's recommendations will be presented today under item VI-C.

- Have been working with Woodard and Curran (W&C) consultants to prepare the scope-of-work for an additional groundwater model run. This additional modeling work was recommended by the Judgment Participants during the Safe Yield discussions mentioned above. The proposed contract with W&C for this work will be presented under item V-C.

### **Municipal/Private Pumpers Coordination & Activities:**

- Have had many communications with the Public Agencies regarding the recent groundwater model Safe Yield estimates. Some of these discussions needed better understanding of the Judgment requirements, and Mr. Bunn has prepared an Opinion Letter regarding the Redetermination of the Safe Yield. Mr. Bunn will discuss his opinion in more detail under item VI-C.

### **Outreach Activities:**

- Used CoreLogic database (parcel information) to update the landownership list of Class B Participants. There are several new owners, and Legal Counsel will try to communicate with these new owners regarding their water rights, and their option to intervene.
- Uploaded documents to the Dropbox site.

### **Miscellaneous Activities/Information:**

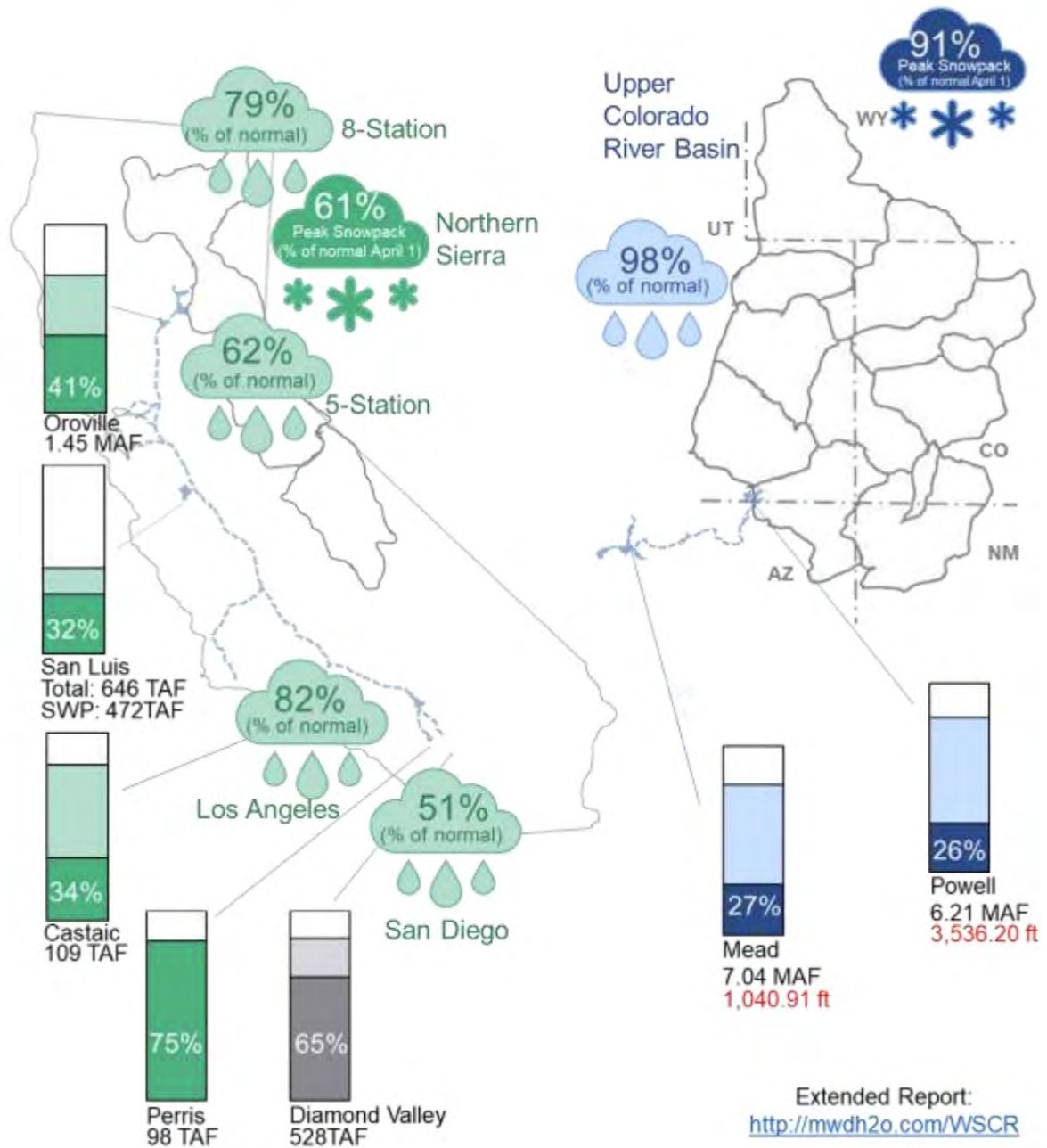
- We have had problems in the past using The GoToMeeting virtual meeting platform, and some of our Board Members and/or general public participants were not able to connect remotely at some of our previous meetings. Starting this month, we will be using the Zoom platform for our virtual conference calling.
- City of Hemet Well 12 rehab was delayed. The well is expected to be put online in early September.
- LHMWD Bautista pond construction project is complete.
- Depth to water at EMWD Well 92 is at 650 feet. Well may require some repairs.
- EMWD expects to award construction of the treatment facility for wells 201-203 and 205 (located at Hewitt and Evans) in November of 2022.
- EMWD has replaced the K-rat bridge for the Grant Avenue recharge ponds.
- A summary of the State's water resources conditions as of July 31, 2022 (prepared as part of the MWD General Manager's August 2022 Report to MWD Board) is attached.

## State Water Project Resources

SWP Table A – 5% - 95,575 AF

## Colorado River Resources

Projected CRA Diversions – 1,117,000 AF



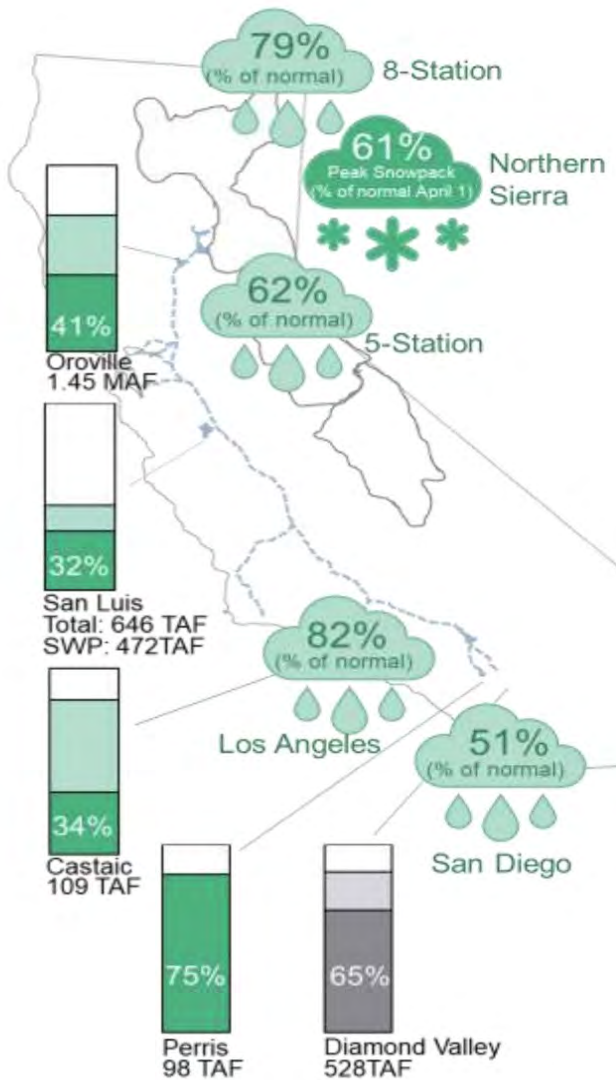
As of July 31, 2022

Extended Report:  
<http://mwdh2o.com/WSCR>

**Water Supply Conditions as of July 31, 2022**

**State Water Project Resources**

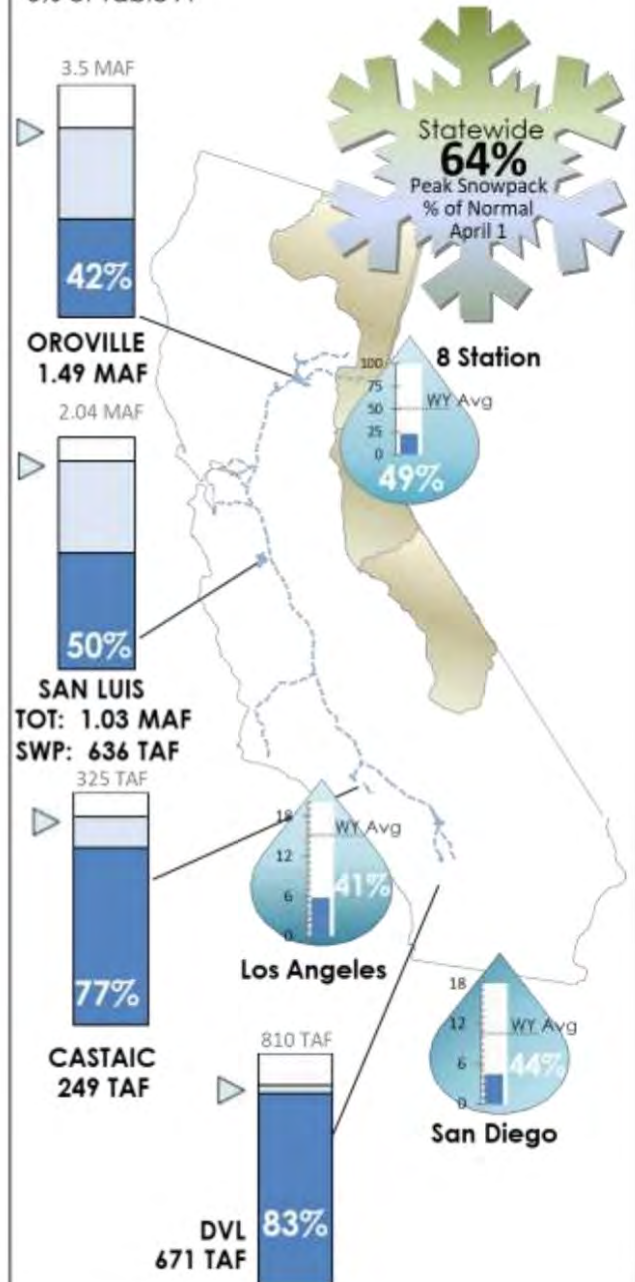
SWP Table A – 5% - 95,575 AF



**Water Supply Conditions as of April 30, 2022**

**2021 SWP Allocation**

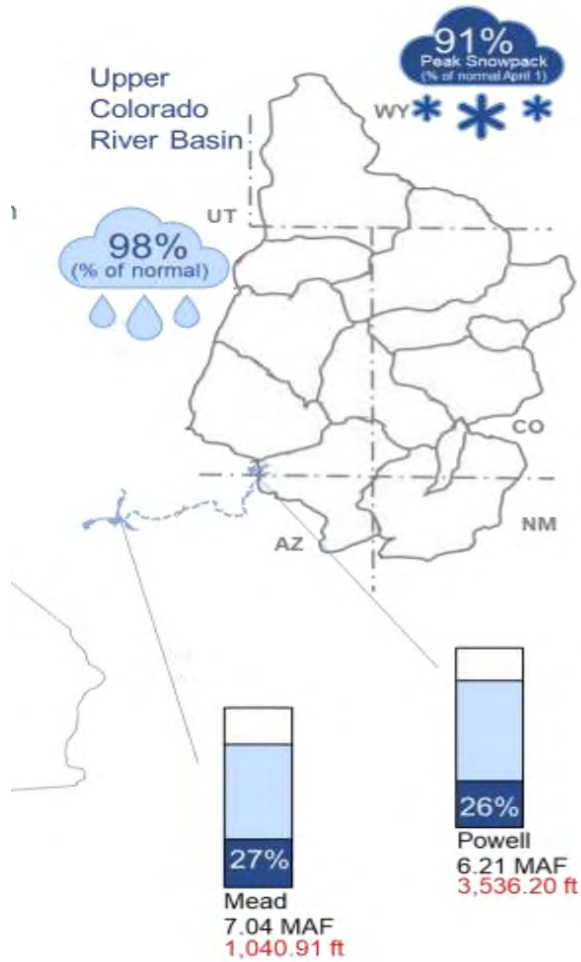
95,575 AF  
5% of Table A



**Water Supply Conditions as of July 31, 2022**

## Colorado River Resources

Projected CRA Diversions – 1,117,000 AF

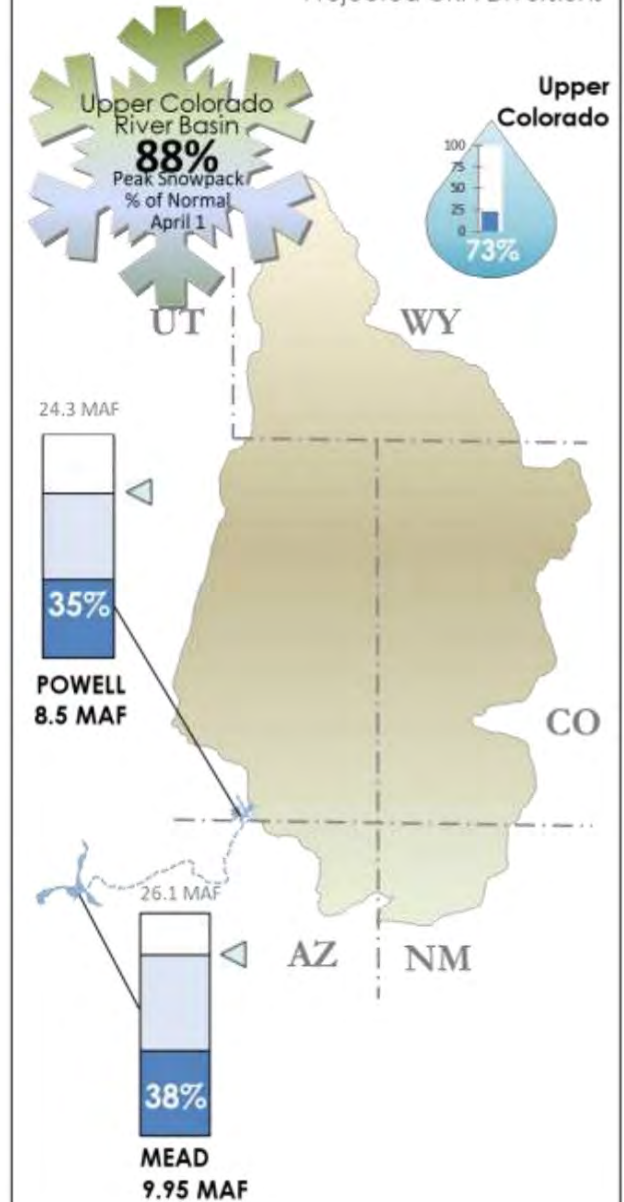


Extended Report:  
<http://mwdh2o.com/WSCR>

**Water Supply Conditions as of April 30, 2022**

## 2021 Colorado River

1,073,000 AF  
 Projected CRA Diversions



**Hemet-San Jacinto Watermaster Board of Directors Meeting**  
**Eastern Municipal Water District**  
**May 23, 2022**

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, May 23, 2022, and online via GoToMeeting. The meeting was called to order by Chair Krupa at 4:00 p.m.

Board Members Present: Linda Krupa, Chair  
Steve Pastor Vice – Chair  
Phil Paule, Secretary/Treasurer  
Brian Hawkins, Board Member – Remote

Board Members Absent: Bruce Scott, Board Member

Watermaster Staff Present: Thomas Bunn, Legal Counsel (Lagerlof LLP) - Remote  
Behrooz Mortazavi, Advisor (Water Resources Engineers)  
Michelle Mayorga, Executive Assistant (Water Resources Engineers)

EMWD Staff Present: Joe Mouawad, General Manager  
Nick Kanetis, Deputy General Manager - Remote  
Lanaya Alexander, Assistant General Manager PEC  
Matt Melendrez, Assistant General Manager of Operation - Remote  
John Adams, Chief Financial Officer – Remote  
David Garcia, Director of Water Operations - Remote  
Leighanne Kirk, Principal Water Resources Specialist  
Rachel Gray, Water Resources Planning Manager – Remote

Lake Hemet Staff Present: Mike Gow, General Manager - Remote

Other: Ali Taghavi, Consultant with Woodard & Curran - Remote

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag was led by Mr. Pastor. Ms. Mayorga conducted the roll call. Mr. Scott was the only Board Member absent. All other Board Members were present.

**I. PUBLIC COMMENTS –*Speakers are requested to limit comments to 3 minutes.***

None

**II. ADDITIONS/DELETIONS TO AGENDA**

Action Item V. C. 2021 Financial Audit was Deferred

### **III. REPORTS**

#### **A. Board Members Comments/Questions/Reports**

None

#### **Advisor Report**

Mr. Mortazavi reported on recent Watermaster Activities. He informed the Watermaster Board that starting this month, Staff will streamline TAC and Watermaster Board minutes by including only Board actions and major discussions and copies of the audio files will be uploaded at the Watermaster's Dropbox site.

Attachment 1 shows the complete Advisor Report.

#### **B. Legal Counsel Report**

Mr. Bunn reported that the judge who currently assigned to the Watermaster has been confirmed as a Federal District Judge. A new Judge will be assigned to the Watermaster.

#### **C. Treasurer Report**

Messrs. Mortazavi and Paule reviewed the Treasurer Report with the Board. Attachment 2 shows the complete Treasurer Report.

### **IV. CONSENT CALENDAR**

#### **A. Approval of Meeting Minutes – February 28, 2022, Regular Board Meeting**

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Paule

Seconded: Pastor

Ayes: Krupa, Hawkins

Noes:

Abstain:

Absent: Scott

Motion Passes

Attachment 3 shows a copy of the February 28, 2022, Board Meeting Minutes.

### **V. ACTION ITEMS**

#### **A. Consideration to Approve Resolution 9.7 RE Administrative Assessment for 2022**

Recommendation: Adopt a motion to Approve Resolution 9.7 setting the Administrative Assessment for 2022 at \$35 per acre-foot.

Motion: Pastor

Seconded: Paule

Ayes: Krupa, Hawkins

Noes:

Abstain:

Absent: Scott

Motion Passes

Attachment 4 shows complete presentation.

**B. Groundwater Storage Change Calculations**

Recommendation: Receive and file estimated storage change between the years 2020 and 2021.

Motion: Pastor  
Seconded: Hawkins  
Ayes: Krupa, Paule

Noes:  
Abstain:  
Absent: Scott

Attachment 5 shows complete presentation.

**C. 2021 Financial Audit**

This Item was Deferred.

**D. 2021 Annual Report**

Mr. Mortazavi presented major information that is included in the Annual Report. Attachment 6 shows complete presentation.

Mr. Paule was very unhappy with the Staff and the Financial Auditors for not completing the Financial Audit Report in time for inclusion in the Annual Report. Mr. Paule indicated he does not feel comfortable to approve the Annual Report when the Financial Audit is not complete.

Ms. Krupa would like to change the Staff recommendation for this item and have this item brought back to the Watermaster Board on August 22, 2022.

Ms. Krupa made the Motion to pull this item and have Staff bring it back to the Watermaster Board on August 22, 2022.

Motion: Krupa  
Seconded: Paule  
Ayes: Pastor, Hawkins

Noes:  
Abstain:  
Absent: Scott

**VI. INFORMATIONAL ITEMS/CORRESPONDENCE**

**A. Groundwater Modeling Results - Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.**

Mr. Taghavi, Consultant with Woodard & Curran made the Groundwater Modeling Results presentation.

Attachment 7 shows complete presentation.

**B. Safe Yield Estimate Update**

Mr. Mortazavi presented the Safe Yield Estimated update presentation.

All board members were in agreement with the Advisors recommendation.



Attachment 8 shows complete presentation.

**C. Future Agenda Items**

Ms. Krupa asked Legal Counsel if streamlining the Minutes as was recommended by the Advisor during his report (Item III-A) requires any Board Action. Mr. Bunn responded that no Board action is required.

**VII. CLOSED SESSION**

None

**VIII. ADJOURNMENT**

There being no further business to come before the Board; Ms. Krupa adjourned the meeting at 5:45 p.m., to be reconvened on Monday, August 22, 2022, at 4:00 p.m. (Adjourned Regular Meeting).

**HEMET-SAN JACINTO WATERMASTER  
FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2021**



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**HEMET-SAN JACINTO WATERMASTER  
TABLE OF CONTENTS  
YEAR ENDED DECEMBER 31, 2021**

<b>INDEPENDENT AUDITORS' REPORT</b>	<b>1</b>
<b>BOARD OF DIRECTORS</b>	<b>4</b>
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	<b>5</b>
<b>FINANCIAL STATEMENTS</b>	
<b>STATEMENT OF NET POSITION</b>	<b>11</b>
<b>STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION</b>	<b>12</b>
<b>STATEMENT OF CASH FLOWS</b>	<b>13</b>
<b>NOTES TO FINANCIAL STATEMENTS</b>	<b>14</b>
<b>OTHER INDEPENDENT AUDITORS' REPORT</b>	
<b>INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i></b>	<b>19</b>



## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Hemet-San Jacinto Watermaster  
Corona, California

### Report on the Audit of the Financial Statements

#### **Opinion**

We have audited the accompanying financial statements of Hemet-San Jacinto Watermaster (the Watermaster) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise Watermaster's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Watermaster as of December 31, 2021, and the changes in its financial position, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Watermaster and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Watermaster's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Watermaster's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Watermaster's ability to continue as a going concern for a reasonable period of time.

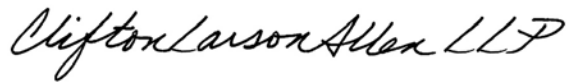
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2022, on our consideration of the Watermaster's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Watermaster's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Watermaster's internal control over financial reporting and compliance.



**CliftonLarsonAllen LLP**

Glendora, California  
May 26, 2022

**BOARD OF DIRECTORS**

**HEMET-SAN JACINTO WATERMASTER  
BOARD OF DIRECTORS  
DECEMBER 31, 2021**

Linda Krupa  
Steven Pastor  
Philip E. Paule  
Bruce Scott  
Alonso Ledezma

Chair  
Vice Chair  
Secretary/Treasurer  
Member  
Member



## **MANAGEMENT'S DISCUSSION AND ANALYSIS**

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

This discussion and analysis of Hemet-San Jacinto Watermaster's (the Watermaster) financial performance provides an overview of Watermaster's financial activities for the fiscal year ended December 31, 2021. Please read it in conjunction with Watermaster's audited financial statements, which immediately follow this section.

**Introduction and Background**

Watermaster was formed on April 18, 2013 in a judgement by the Riverside County Superior Court (case number 1207274). The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future safe yields to ensure long-term sustainability of the basins within the Management Plan Area. The participating municipal agencies are the Eastern Municipal Water District, the Lake Hemet Municipal Water District, and the cities of Hemet and San Jacinto. The stipulated judgement establishes and prioritizes water rights, provides a physical way to eliminate overdrafts, and protects the water rights of the Soboba Band of Luiseño Indians.

Watermaster, established by the Stipulated Judgment, is a board composed of one elected official and one alternate selected by each of the Public Agencies and one Private Pumper representative and one alternate selected by the participating Private Pumpers. The Stipulated Judgment also provides for a Technical Advisory Committee (TAC) composed of such managerial and technical representatives from the individual parties. Day-to-day activities are managed by the Advisor to Watermaster (Advisor). The Advisor is responsible for the administration and operation of the Management Plan Area under the provisions of the Stipulated Judgment and evaluates and analyzes data collected in the Management Plan Area, develops conclusions based thereon, and makes recommendations to the Watermaster Board. Watermaster retains independent legal counsel to provide legal advice as Watermaster may direct.

The powers and duties of Watermaster include making rules and regulations necessary for its own operation as well as for the implementation of the Water Management Plan (Plan) and the Stipulated Judgment; the Physical Solution; and, planning to accomplish the goals of the Stipulated Judgment; purchase of water for recharge; data collection; levying, billing and collection of all assessments provided for under the Stipulated Judgment; record keeping; and reporting to the Court.

On July 29, 2013, Watermaster agreed to assume the responsibility of paying the "Subsidy" set between the Four Agencies (EMWD, LHMWD, Cities of Hemet and San Jacinto) and two agricultural pumpers (The Scott Brothers Dairy and Rancho Casa Loma) using revenues from the Administrative Assessments. The Subsidy is the difference between EMWD's prevailing tertiary-treated recycle water rate and the price paid to EMWD by the two agricultural pumpers. The annual Subsidy payments made to EMWD are reflected on the Watermaster Budget as the In-lieu Program Agreement line item.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

**Financial Highlights**

- Total assets increased as of December 31, 2021 by \$87,575 compared to 2020 and consisted of cash and cash equivalents and accounts receivable.
- Total liabilities increased as of December 31, 2021 by \$20,928 compared to 2020 and consisted of accounts payable and accrued liabilities.
- Watermaster ended the year with a net position of \$1,281,963, an increase from 2020 of \$66,647.
- Current year assessments were \$723,420 compared to \$798,782 in the prior year.
- Operating expenses were \$517,683 compared to \$396,140 in the prior year.
- For the year ended December 31, 2021, Watermaster recorded an increase in net position of \$66,647 compared to an increase in net position of \$242,642 for the year ended December 31, 2020.

**Financial Management and Control**

Watermaster is responsible for establishing and maintaining an internal control structure designed to ensure that assets are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP).

CliftonLarsonAllen LLP, Certified Public Accountants, performs an independent audit of the financial statements in accordance with auditing standards generally accepted in the United States of America (GAAS).

**Basic Financial Statements**

Financial statements are prepared in conformity with US GAAP and include amounts based upon reliable estimates and judgments. The financial statements include the Statement of Net Position; Statement of Revenues, Expenses and Change in Net Position; and the Statement of Cash Flows. The statements are accompanied by footnotes to clarify unique accounting policies and other financial information and required supplementary information. The assets, liabilities, revenues, and expenses are reported on a full-accrual basis.

The **Statement of Net Position** presents information on all assets and liabilities, with the difference between the two representing net position. Assets and Liabilities are classified as current or noncurrent although as of December 31, 2021 all assets and liabilities are current. Changes within the year in total net position as presented on the Statement of Net Position are based on the activity presented on the Statement of Revenues, Expenses, and Change in Net Position.

The **Statement of Revenues, Expenses, and Change in Net Position** presents information showing total revenues versus total expenses and how net position changed during the fiscal year. All revenues earned and expenses incurred during the year are required to be classified as either "operating" or "nonoperating." For the current year, all expenses incurred are considered to be operating. All revenues

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

and expenses are recognized as soon as the underlying event occurs, regardless of timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in the disbursement or collection of cash during future fiscal years (e.g., the expense associated with changes in claim liability involving cash transactions beyond the date of the financial statements).

The **Statement of Cash Flows** presents the changes in cash and cash equivalents during the fiscal year. This statement is prepared using the direct method of cash flow. The statement breaks the sources and uses of cash and cash equivalents into three categories:

- Operating activities
- Investing activities
- Financing activities

The routine activities appear in the operating activities, while receipts from investments comprise the investing activities. Watermaster does not have any sources and uses of cash and cash equivalents that are categorized as financing activities as of December 31, 2021.

The **Notes to the Financial Statements** provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes describe the nature of operations and significant accounting policies as well as clarify unique financial information.

**Condensed Financial Statements**

**Condensed Statements of Net Position**

	Balance as of		Increase/ (Decrease)
	December 31, 2021	December 31, 2020	
<b>TOTAL ASSETS</b>	\$ 1,687,242	\$ 1,599,667	\$ 87,575
<b>TOTAL LIABILITIES</b>	\$ 405,279	\$ 384,351	\$ 20,928
<b>TOTAL NET POSITION</b>	\$ 1,281,963	\$ 1,215,316	\$ 66,647

Total assets increased by \$87,575 primarily due to a increase cash that was offset by an decrease in accounts receivable. Total liabilities increase \$20,928, primarily due to an increase in accrued liabilities that was offset by a decrease in the In-Lieu Agreement.

Net position may serve over time as a useful indicator of a government's financial position. In the case of Watermaster, assets of Watermaster exceeded liabilities by \$1,281,963 for the year ended December 31, 2021, reflecting an increase in net position of \$66,647 compared to 2020.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

**Condensed Statements of Revenues, Expenses, and Changes in Net Position**

	Year Ended December 31,		Increase/ (Decrease)
	2021	2020	
<b>OPERATING REVENUES</b>	\$ 723,420	\$ 798,782	\$ (75,362)
<b>OPERATING EXPENSES</b>	517,683	396,140	121,543
<b>NONOPERATING EXPENSES</b>	<u>139,090</u>	<u>160,000</u>	<u>(20,910)</u>
<b>CHANGE IN NET POSITION</b>	66,647	242,642	(175,995)
Net Position - Beginning of Year	<u>1,215,316</u>	<u>972,674</u>	<u>242,642</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 1,281,963</u></u>	<u><u>\$ 1,215,316</u></u>	<u><u>\$ 66,647</u></u>

As of December 31, 2021, Watermaster's total operating revenues exceeded its total expenses, resulting in an increase in net position of \$66,647. Overall, expenses related to the Groundwater Monitoring Program. Overall, Watermaster experienced a decrease in assessment revenues due to a decrease in the assessment rate to \$35 per acre-foot charge, partially offset by an increase in the quantity of water assessed in 2021 when compared to 2020.

*Operating Revenues*

Operating revenues for Watermaster come from municipal agencies based on an administrative assessment. Each municipal agency contributes a \$35 per acre-foot charge levied for each acre-foot of adjusted Base Production Rights pumped.

*Nonoperating Revenues*

Nonoperating revenues consist of interest earned on cash and cash equivalents held by a financial institution.

*Operating Expenses*

Operating expenses consist of costs incurred in connection with the monitoring and advisory services incurred in the operations of Watermaster as well as other related studies. In addition, Watermaster incurs general administrative, professional, and legal services related to the ongoing activities of Watermaster which are not part of the advisory services.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

*Nonoperating Revenues/Expenses*

Nonoperating revenues/expenses consist of interest income and costs incurred in connection with the in-lieu agreement.

**Budgetary Highlights**

The Board of Directors approves the budget and establishes the administrative assessment. The preliminary budget is brought to the August board meeting. Any subsequent changes in assumptions or projections are incorporated in the final budget and presented to the Board of Directors at the November meeting.

The following summary shows the comparative information and variance of budget versus actual revenues and expenses.

	Approved Budget	Actual	Favorable/ (Unfavorable)
<b>OPERATING REVENUES</b>			
Assessments	\$ 645,140	\$ 723,420	\$ 78,280
<b>OPERATING EXPENSES</b>			
Groundwater Monitoring	191,700	191,602	98
Special Project - Groundwater Modeling	95,000	94,897	103
Advisor	182,000	185,268	(3,268)
Dewatering	31,300	-	31,300
Database/Mapping	5,250	5,000	250
Legal Services	15,000	14,604	396
Financial Support Services	9,000	9,159	(159)
Administrative Support	12,000	9,260	2,740
Insurance, Supplies, and Other	10,000	7,893	2,107
Total Operating Expenses	551,250	517,683	33,567
<b>NONOPERATING EXPENSES</b>			
In-Lieu Agreement	215,400	139,090	76,310
Total Nonoperating Expenses	215,400	139,090	76,310
<b>TOTAL EXPENSES</b>	766,650	656,773	109,877
<b>CHANGE IN NET POSITION</b>	(121,510)	66,647	188,157
Net Position - Beginning of Year	1,215,316	1,215,316	-
<b>NET POSITION - END OF YEAR</b>	\$ 1,093,806	\$ 1,281,963	\$ 188,157

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

**Description of Facts or Conditions that are expected to have a Significant Effect on Financial Position or Results of Operations**

Management is unaware of any facts or conditions which could have a significant impact on Watermaster's current financial position or foreseeable operating results. Watermaster is currently recording operating expenses in excess of assessment revenues and is utilizing reserve funds to meet its obligations. In addition, Watermaster will continue to evaluate the feasibility of various monitoring and program studies in order to commit resources in line with assessment revenue.

**Contacting Watermaster Financial Management**

The financial report contained herein is designed to provide a general overview of the finances, activities, and operations of Watermaster. To obtain additional information, please feel free to contact the Hemet-San Jacinto Watermaster at 714-794-5520.

## **FINANCIAL SECTION**



**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF NET POSITION  
DECEMBER 31, 2021**

**ASSETS**

Cash and Cash Equivalents	\$ 1,447,872
Accounts Receivable	<u>239,370</u>
Total Assets	<u><u>\$ 1,687,242</u></u>

**LIABILITIES AND NET POSITION**

**LIABILITIES**

Accounts Payable	\$ 23,129
Accrued Liabilities	242,072
In-Lieu Agreement	<u>140,078</u>
Total Liabilities	405,279

**NET POSITION**

Unrestricted	<u>1,281,963</u>
Total Net Position	<u><u>1,281,963</u></u>
Total Liabilities and Net Position	<u><u>\$ 1,687,242</u></u>

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
YEAR ENDED DECEMBER 31, 2021**

<b>OPERATING REVENUES</b>	
Assessments	\$ 723,420
<b>OPERATING EXPENSES</b>	
Groundwater Monitoring	191,602
Special Project - Groundwater Modeling	94,897
Advisor	185,268
Database/Mapping	5,000
Legal Services	14,604
Financial Support Services	9,159
Administrative Support	9,260
Insurance, Supplies, and Other	7,893
Total Operating Expenses	<u>517,683</u>
<b>OPERATING INCOME</b>	205,737
<b>NONOPERATING REVENUES (EXPENSES)</b>	
Interest Income	988
In-Lieu Agreement	<u>(140,078)</u>
Total Nonoperating Expenses	<u>(139,090)</u>
<b>CHANGE IN NET POSITION</b>	66,647
Net Position - Beginning of Year	<u>1,215,316</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 1,281,963</u></u>

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF CASH FLOWS  
YEAR ENDED DECEMBER 31, 2021**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from Customers	\$ 917,695
Payments to Suppliers and Vendors	(476,833)
Net Cash Provided by Operating Activities	440,862
 <b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
In-Lieu	(160,000)
Interest	988
Net Cash Used by Investing Activities	(159,012)
 <b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	
	281,850
Cash and Cash Equivalents - Beginning of Year	1,166,022
 <b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	
	\$ 1,447,872
 <b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	
Operating Income	\$ 205,737
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Changes in Operating Assets and Liabilities:	
Accounts Receivable	194,275
Accounts Payable	6,878
Accrued Expenses	33,972
Net Cash Provided by Operating Activities	\$ 440,862

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Hemet-San Jacinto Watermaster (the Watermaster) was formed on April 18, 2013 in a judgement by the Riverside County Superior Court (case number 1207274). The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future same yields to ensure one long-term sustainability of the basins within the Management Plan Area. The participating municipal agencies are the Eastern Municipal Water District, the Lake Hemet Municipal Water District, and the cities of Hemet and San Jacinto. The Stipulated Judgement establishes and prioritizes water rights, provides a physical way to eliminate overdrafts, and protects the water rights of the Soboba Band of Luiseño Indians.

On July 29, 2013, Watermaster agreed to assume the responsibility of paying the "Subsidy" set between the Four Agencies (EMWD, LHMWD, Cities of Hemet, and San Jacinto) and two agricultural pumpers (The Scott Brothers Dairy and Rancho Casa Loma) using revenues from the Administrative Assessments. The Subsidy is the difference between EMWD's prevailing tertiary-treated recycle water rate and the price paid to EMWD by the two agricultural pumpers. The annual Subsidy payments made to EMWD are reflected on the Watermaster Budget as the In-lieu Program Agreement line item.

**Basis of Accounting and Measurement Focus**

Watermaster reports its activities as an enterprise fund, which is used to account for operations that are financed and operated in a manner similar to a private business enterprise. Revenues and expenses are recognized on the full accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the period incurred, regardless of when the related cash flows take place.

Operating revenues and expenses, such as Watermaster assessments, result from exchange transactions associated with the principal activity of the agency. Exchange transactions are those in which each party receives and gives up essentially equal values. The principal operating revenues of Watermaster are regulatory assessments to participating municipal water right holders.

**Fund Accounting**

The accounts of Watermaster are organized on the basis of an enterprise fund, the operations of which are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, net position, revenues, and expenses. Watermaster's resources are allocated to and accounted for based upon the purpose for which they are spent and the means by which spending activities are controlled.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Fund Accounting (Continued)**

Net position is categorized as follows:

***Net Investment in Capital Assets*** – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category. By order of the Stipulated Judgment, Watermaster may not invest in any infrastructure. As of December 31, 2021, Watermaster did not have any net investment in capital assets.

***Restricted Net Position*** – This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. As of December 31, 2021, Watermaster did not have any restricted net position.

***Unrestricted Net Position*** – This category represents net position of Watermaster, not restricted for any project or other purpose.

Watermaster considers restricted amounts to have first been spent when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

**Cash and Cash Equivalents**

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash and cash equivalents at December 31, 2021 consisted of cash deposited with a financial institution.

**Accounts Receivable**

Watermaster considers accounts receivable to be fully collectible. Receivables are assessments due from participating municipal agencies.

**Classification of Revenues**

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as nonoperating revenues.

Operating revenues for Watermaster consist of administrative assessment fees from municipal agencies. Each municipal agency currently contributes \$35 per acre-foot charge levied for each acre-foot of adjusted Base Production Rights pumped.

Nonoperating revenues for Watermaster consist of interest earned. Operating expenses are those expenses that are essential to the primary operations of the fund.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE 2 CASH AND INVESTMENTS**

On December 31, 2021, Watermaster had cash held in deposit accounts in a financial institution of \$1,543,565. Cash and investments are presented in the accompanying basic financial statements as cash and cash equivalents of \$1,447,872.

**Investments Authorized by the California Government Code and Watermaster's Investment Policy**

The table shown herein identifies the investment types that are authorized by Watermaster in accordance with the California Government Code (the Code). The table also identifies certain provisions of the Code that address interest rate, credit risk and concentration of credit risk.

<u>Authorized Maximum Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Negotiable Certificates of Deposit	5 Years	30%	\$ 250,000
California Local Agency Investments Fund (LAIF)	N/A	None	None

**Investment Valuation**

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that the Governmental Accounting Standards Board requires or permits in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. As of December 31, 2021, Watermaster had no investments subject to fair value measurements under the fair value hierarchy as described above.

**Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The Code, and Watermaster's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 2 CASH AND INVESTMENTS (CONTINUED)**

**Custodial Credit Risk (Continued)**

The Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the government unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. Of the bank balances, up to \$250,000 as of December 31, 2021 is federally insured and the remaining balance is collateralized in accordance with the Code; however, the collateralized securities are not held in Watermaster's name. As of December 31, 2021, Watermaster was fully compliant with the Code and its internal investment policy.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-leader) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Code and Watermaster's investment policy contain legal and policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the Local Agency Investment Fund).

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that Watermaster may manage its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio matures or comes close to maturity evenly over time as necessary to provide cash flow requirements and liquidity needed for operations.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

**Concentration of Credit Risk**

The investment policy of Watermaster contains limitations on the amount that can be invested in any one issuer beyond that stipulated by the Code. There are no investments in any one issuer that represent 5% or more of total Watermaster's investments.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 3 TRANSACTIONS WITH RELATED PARTY**

The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future same yields to ensure one long-term sustainability of the basins within the Management Plan Area. One of the participating municipal agencies is the Eastern Municipal Water District (EMWD). In July 2013, Watermaster entered into an agreement with EMWD wherein EMWD agreed to provide services including administrative, financial, and technical support services (the Support Services Agreement). Prior to the establishment of Watermaster through the Stipulated Judgment entered on April 18, 2013, EMWD had previously entered into agreements with municipal groundwater producers currently parties to the Stipulated Judgment to provide groundwater and surface water monitoring in the Hemet-San Jacinto Management Plan Area for the years 2004 through 2013.

The Support Services Agreement provides that support services requested by Watermaster shall be set forth in Task Orders and that compensation for the Task Orders shall be based on a Rate Schedule provided by EMWD setting forth the time and material rates and charges then in effect for services provided by EMWD and/or subcontractors. The Agreement terminates on December 31, 2022 and management believes the Agreement will be extended by the mutual consent of Watermaster and EMWD.

Watermaster may utilize other providers for the services currently provided by EMWD. During the year ended December 31, 2021, Watermaster had accrued expenses of \$140,078 for In-Lieu program and \$191,602 for Groundwater Monitoring and \$94,897 for Special Project – Groundwater Modeling services from EMWD. The liability to EMWD is included in accrued expenses reported in the financial statements.



**OTHER INDEPENDENT AUDITORS' REPORT**



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors  
Hemet-San Jacinto Watermaster  
Corona, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Hemet-San Jacinto Watermaster (the Watermaster), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise Watermaster's basic financial statements, and have issued our report thereon dated May 26, 2022.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Watermaster's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Watermaster's internal control. Accordingly, we do not express an opinion on the effectiveness of Watermaster's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Watermaster’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



**CliftonLarsonAllen LLP**

Glendora, California  
May 26, 2022

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor. CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://www.nexia.com/member-firm-disclaimer) for details. **CliftonLarsonAllen LLP**





# WOODARD & CURRAN TERMS & CONDITIONS

## CONSULTING SERVICES TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated August 15, 2022 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran, Inc. ("Consultant"), with an address of 801 T St, Sacramento, CA 05811, and Hemet-San Jacinto Watermaster ("Client"), with an address of c/o Water Resources Engineers; 1295 Corona Pointe Court; Suite 104; Corona, CA 92879, with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Consultant desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

### 1. Scope of Services

Consultant, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Consultant's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

### 2. Consultant's Responsibilities

Consultant shall be responsible for the following:

- 2.1 Consultant will perform all work in accordance with the attached Scope of Services. Consultant may not subcontract any part of the work without written authorization from the Client.
- 2.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performances of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
- 2.3 Consultant shall comply with all laws and regulations applicable to Consultant's performance of the Scope of Services.
- 2.4 The project manager who will act as Consultant's representative with respect to services to be rendered under this Agreement is Reza Namvar.

- 2.5 Consultant shall have all licenses and permits required to perform the Scope of Services.

### 3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- 3.1 Designated person to act as Client's representative with respect to the services to be rendered under this Agreement is Dr. Behrooz Mortazavi (Watermaster Advisor). Dr. Mortazavi has complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Consultant's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations which Client will require to be included in any report and products prepared by the Consultant.
- 3.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the services of Consultant; and give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Consultant's services.
- 3.5 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.6 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA) pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.



# WOODARD & CURRAN

## TERMS & CONDITIONS

### 4. Subcontracts

- 4.1 If requested by Client, the Consultant will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Consultant, and the Consultant will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Consultant will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Consultant may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

### 5. Billing and Payment

- 5.1 Consultant agrees to provide necessary services required to complete the work described in the Scope of Services, attached as Exhibit A, for an amount not to exceed \$24,200.
- 5.2 The cost of services for the attached scope of work shall be in accordance with the Cost Schedule in the attached Exhibit A.
- 5.3 Invoices submitted by Consultant shall show rates, hours, and costs as reflected on the attached Cost Schedule.
- 5.4 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the Scope of Services or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period. Payment may be issued by check or electronic transfer as follows:

By Check:  
Woodard & Curran, Inc.  
PO Box 983122  
Boston, MA 02298-3112

By Electronic Transfer:  
TD Bank  
ABA: 211274450  
Account Number: 2428214338

- 5.5 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from sixty (60) days after the date payment is due at the rate of one and one

half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

- 5.6 Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:
  - 5.6.1 transportation and living expenses incurred in connection with travel on behalf of the Client;
  - 5.6.2 overnight or priority postage and costs for special handling of documents;
  - 5.6.3 renderings and models requested by the Client;
  - 5.6.4 expense of overtime work requiring higher than regular rates;
  - 5.6.5 expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Consultant and Consultant's consultants;
  - 5.6.6 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
  - 5.6.7 use of company field vehicle will be charged according to Consultant's current rates;
  - 5.6.8 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
  - 5.6.9 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
  - 5.6.10 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.7 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.8 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant



# WOODARD & CURRAN

## TERMS & CONDITIONS

be contingent upon financing arrangements or receipt of payment from any third party.

5.9 If the Client fails to make payment when due Consultant for services or Reimbursable Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

5.10 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If, after sixty (60) days, the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.5 of this Agreement.

5.11 If circumstances or conditions not originally contemplated or known to Consultant are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents; (vi) additional program, feasibility or planning studies for this or other Project sites; or (vii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

### 6. Ownership and Use of Documents

6.1 All documents including drawings and specifications prepared or furnished by Consultant pursuant to this Agreement are instruments of service in respect of the Project and Consultant and Client shall retain a joint ownership and property interest therein whether or not the Project is completed. Client has full authority to take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on

extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants from and for all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.

6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

### 7. Limitation of Liability

7.1 To the greatest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Consultant or Consultant's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Consultant's applicable insurance policy limits set forth herein.

7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

### 8. Insurance

8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$2,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Consultant waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or



# WOODARD & CURRAN TERMS & CONDITIONS

its contractor. The Client shall require a similar waiver from any contractor.

## 9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

## 10. Delays/Force Majeure

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

- 10.2 **COVID-19: As a result of the global COVID-19 pandemic, Woodard & Curran may experience supply chain disruptions and/or interruptions, travel restrictions and other limitations that may impact its ability to perform hereunder. In addition, Woodard & Curran has been and will continue to implement necessary health & safety procedures in response to the pandemic. As a result, there could be a delay in the provision of services and/or goods, including but not limited to the delay of work product deliverables, product and spare part deliveries and installations, maintenance and repair work, and technical support,**

**among others. Woodard & Curran will take reasonable steps to try to mitigate the effect that this pandemic – force majeure event - may have; however, based on the breadth and extent of this event, both parties acknowledge and agree that Woodard & Curran cannot be held responsible for any anticipated performance, performance milestone dates, delays, and/or additional costs as a result thereof. The Client acknowledges and accepts these risks.**

## 11. Notice

- 11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after being mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.

## 12. Dispute Resolution

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy (if such a level exists) shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.
- 12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this





# WOODARD & CURRAN

## TERMS & CONDITIONS

clause are confidential and shall be treated as compromise and settlement negotiations and mediation discussions for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

### 13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

### 14. Health and Safety

14.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant and Client may

terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

14.2 Consultant will not implement or be responsible for health or safety procedures other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Consultant's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

### 15. Environmental Conditions and Subsurface Risks

15.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

15.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

15.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

15.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project



# WOODARD & CURRAN

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## TERMS & CONDITIONS

site with consideration for the available information regarding existing hazards.

15.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

15.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

15.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

15.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by

Client or by any other party, or which could not have been reasonably identified by Consultant.

### 16. Samples

16.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

16.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

### 17. Miscellaneous

17.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the State of California, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

17.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

17.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall



# WOODARD & CURRAN

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## TERMS & CONDITIONS

assign, sublet or transfer any interest in this Agreement without the written consent of the other.

17.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

17.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

17.7 Any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as an consultant and represents its best judgment as an experienced and qualified consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

17.8 This Agreement was jointly drafted and both parties had an opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

(Signatures on next page)



# WOODARD & CURRAN TERMS & CONDITIONS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

**CONSULTANT:**

**WOODARD & CURRAN, INC.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Thereunto duly authorized

Date: \_\_\_\_\_

**CLIENT:**

Hemet-San Jacinto Watermaster

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Thereunto duly authorized

Date: \_\_\_\_\_

Via Electronic Mail

August 15, 2022



Mr. Behrooz Mortazavi  
Water Resources Engineers Inc.  
1315 Corona Pointe Courte, Suite 202  
Corona, CA 92879

**Re: Proposal for the Extension of SJFM2020 Simulation Period through CY 2020**

Dear Mr. Mortazavi:

Woodard & Curran is pleased to provide this proposal for services to extend simulation period and associated hydrology and operations data for the latest historical version of the San Jacinto Flow Model (SJFM2020) from December 2018 to December 2020 for the Hemet San Jacinto Water Management Area.

### **Scope of Work**

The model period extension will consist of meetings, data compilation and analysis, model data extension and input file update, and project management. The following four tasks will be conducted.

#### ***Task 1: Meetings***

This task includes one coordination meeting with the Watermaster Advisor, one meeting with the Watermaster Technical Advisory Committee, and one presentation to the Watermaster Board. It is assumed that the meetings will be virtual and not in-person.

#### ***Task 2: Compile and Analyze Data***

This task includes coordination with the Watermaster Advisor to collect data required for the model extension from respective entities.

#### ***Task 3: Update Model through Calendar Year 2020***

This task includes preparation of model input data, and verification and quality control of the data, and performing the historical model simulation. This task also includes updating the estimate of the basin yield based on the extended historical hydrologic period.

Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM 2020.



**Task 4: Project Management**

This task is for coordination of management of the project, invoicing, as well as preparation of progress report and invoice.

**Deliverables**

The following deliverables will be submitted:

- PowerPoint slides to brief the TAC and Watermaster Board on the work conducted

**Schedule**

Woodard & Curran assumes a three (3) month performance period for this scope of work.

**Assumptions**

This scope of work assumes:

1. The Watermaster will be responsible for collection of data on hydrology, water supply, groundwater production and recharge operations and from individual entities.
2. Data formats will be similar to those transmitted for previous model updates and extensions.
3. The latest calibrated version of the SJFM2020 model will be used. This scope does not include any changes and/or modifications and/or refinements of the model calibration.
4. Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM2020.
5. There is only one meeting scoped for interaction on the technical work with the Watermaster Advisor. This scope does not include any interaction and/or meetings with the member entities to discuss the details of the model update process, yield estimates and/or to address questions.

**Budget**

Work under this scope of work is to be completed with a budget not to exceed \$24,200.

Task	Budget
Task 1: Meetings	\$ 5,200
Task 2: Compile and Analyze Data	\$ 3,500
Task 3: Update Model through Calendar Year 2020	\$ 14,700
Task 4: Project Management	\$ 800
<b>Total</b>	<b>\$ 24,200</b>



The costs for each task should be considered as estimated guidelines only. Actual costs for any task may vary, but the total shall not be exceeded.

Thank you for the opportunity to submit our proposal on this project. We look forward to working with you. Should you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

WOODARD & CURRAN, INC.

Ali Taghavi, PhD, PE  
Sr Principal | Sr. Technical Practice Leader

Via Electronic Mail

August 10, 2022



Mr. Behrooz Mortazavi  
Water Resources Engineers Inc.  
1315 Corona Pointe Courte, Suite 202  
Corona, CA 92879

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3. The latest calibrated version of the SJFM2020 model will be used. This scope does not include any changes and/or modifications and/or refinements of the model calibration.
4. Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM 2020.
5. There is only one meeting scoped for interaction on the technical work with the Watermaster Advisor. This scope does not include any interaction and/or meetings with the member entities to discuss the details of the model update process, yield estimates and/or to address questions.

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The costs for each task should be considered as estimated guidelines only. Actual costs for any task may vary, but the total shall not be exceeded.

Thank you for the opportunity to submit our proposal on this project. We look forward to working with you. Should you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

WOODARD & CURRAN, INC.

Ali Taghavi, PhD, PE  
Sr Principal | Sr. Technical Practice Leader

# Groundwater Model Safe Yield Re-calculation after Extension of Simulation Period through Year 2020

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## Why Model Period Extension Proposal is Discussed?

- **Concern Raised During Safe Yield Estimate Discussions:**

The Safe Yield estimates provided by the Model stops at 2018 and should have included 2019 and 2020 (two wet years).

Including 2019 and 2020 in the Safe Yield estimation is expected to provide different (slightly higher) Safe Yield estimates.

The proposed work will remove the above concern.

2

## Scope-Of-Work

- **Task 1 - Meetings:**
  - Total of 3 meetings – one with the Advisor during project development, one with TAC presenting technical outcome, and presentation of the results at the Watermaster Meeting.
- **Task 2 – Comply & Analyze**
  - Collect required data from respective entities (EMWD database)
- **Task 3 – Update Model Inputs**
  - Prepare moel input data, quality control of the date, and model simulation
- **Task 4 – Project Management**
  - Internal project management

3

## Scope-Of-Work

Task No.	Cost
Task 1	\$ 5,200
Task 2	\$ 3,500
Task 3	\$ 14,700
Task 4	\$ 800
<b>Totals</b>	<b>\$ 24,200</b>

4

## Recommendation

- **Consider Approving a Consulting Services Agreement with Woodard & Curran for an amount not-to-exceed \$24,200 for re-calculating the Safe Yield estimates after extension of the Model.**
- **Advisor will use revised Safe Yield estimates for any future recommendations to the Watermaster Board.**

5

## Questions...

6

# 2022 Updated Budget

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## Approved 2022 Budget

(Presented at November 22, 2021)

Budget Items	Approved 2022 Budget
<b>Areements</b>	
In-Lieu Program Agreement	\$198,500
<b>Coordinated Efforts with EMWD</b>	
Groundwater Monitoring Program	\$224,000
<b>Gravel Pit Cleanup Project</b>	
Dewatering	\$33,100
<b>Organization Operations &amp; Management</b>	
Financial Support Services	\$9,000
Legal Counsel Services	\$12,000
Advisor Services	\$190,000
Administrative Support Services	\$12,000
Insurance; Office Supplies; and Other Direct Costs	\$12,000
Database/Mapping Application Maintenance	\$5,250
<b>Additional Projects/Activities</b>	
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate (if needed)	\$25,000
<b>TOTALS</b>	<b>\$720,850</b>

2

## 2022 Activities/Projects

- Complete the 2021 Financial Audit plus Annual Report and file them with the Court. **Audit & Report are complete - Filing to be completed later**
- File the required 2021 information with DWR as part of the Sustainable Groundwater Management Act requirements. **Complete**
- Review and update the property owners list. **On Going - Several New owners need to be contacted**
- If required, set and initiate collection of Replenishment Assessment from the Parties. **Not required**
- Coordinated activities with EMWD/TAC:
  - 2022 Annual Report; **Data collection in process**
  - Implement Groundwater Monitoring Program Enhancement; **In Progress**
  - Initiate Gravel Pit dewatering project (if required); and **Not Required**
  - Complete Groundwater modeling work to revise Safe Yield estimates. **Complete**  
**Some additional work is recommended**
- Additional Project:
  - Evaluate revised Safe Yield estimates (if required). **Recommended**

3

## 2022 Budget

(Updated August 2022)

Budget Items	Approved 2022 Budget	Projected Updated 2022 Expenditures
<b>Areements</b>		
In-Lieu Program Agreement	\$198,500	\$ 180,000
<b>Coordinated Efforts with EMWD</b>		
Groundwater Monitoring Program	\$224,000	\$ 224,000
<b>Gravel Pit Cleanup Project</b>		
Dewatering	\$33,100	\$ 0
<b>Organization Operations &amp; Management</b>		
Financial Support Services	\$9,000	\$ 18,400
Legal Counsel Services	\$12,000	\$ 20,000
Advisor Services	\$190,000	\$ 195,000
Administrative Support Services	\$12,000	\$ 9,000
Insurance; Office Supplies; and O.D.C.	\$12,000	\$ 12,000
Database/Mapping Application Maint.	\$5,250	\$ 5,000
<b>Additional Projects/Activities</b>		
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$25,000	\$ 25,000
<b>TOTALS</b>	<b>\$720,850</b>	<b>\$680,400</b>

4

## Reserve Funds Impact November 23, 2021 vs. August 22, 2022 Estimates

Revenue/Expenditures	Nov. 2021	Aug. 2022
Estimated Proposed 2022 Budget	\$ 720,850	\$ 680,400
Estimated 2022 Administrative Assessments	\$ 645,140	\$ 599,720
Estimated 2022 Budget Shortfall	\$ 75,710	\$ 80,680

Estimated Reserve Funds after 2022 Expenditures	\$ 1,028,000	\$ 1,023,000
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5

## 2022 Assessments Payment Schedule

- **2022 Administrative Assessment Invoicing:**
  - 25% of estimated total was invoiced on July 16, 2022.
  - 50% of estimated total will be invoiced by October 15, 2022.
  - The remaining balance will be reconciled and invoiced by March 1, 2023.
- **Replenishment Assessment Invoicing was not needed.**

6





7

# Draft 2023 Annual Budget

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## 2023 Budget Assumptions

- **The Public Agencies' Adjusted Base Production Rights may be revised based on updated groundwater modeling work.**
- **The Administrative Assessment will remain at \$35/AF.**
- **Carry-over accounts will be used to offset any excess production in 2022 - No Replenishment Assessments will be collected in 2023.**
  - **Replenishment Assessment will be set in early 2023 (if required to offset Private Pumpers' over production).**
- **Preliminary 2023 Administrative Assessments are estimated based on actual 2021/2022 production data.**
- **Coordinated projects with EMWD:**
  - **Groundwater Monitoring Program.**
  - **Soboba Gravel Pit Dewatering (if needed).**
- **Continue operation from the Corona office.**

2

## 2023 Activities/Projects

- Complete the 2022 Financial Audit plus Annual Report and file them with the Court.
- File the required 2022 information with DWR as part of the Sustainable Groundwater Management Act requirements.
- Review and update the property owners list.
- If required, set and initiate collection of Replenishment Assessment from the Parties.
- Coordinated activities with EMWD/TAC:
  - 2023 Annual Report;
  - Initiate Gravel Pit dewatering project (if required); and
  - Complete work on the revise Safe Yield estimates (if needed).
- Additional Project:
  - Partial Update of the Groundwater Model Input Data.

3

## Draft 2023 Budget Line Items

- **In-Lieu Program Agreement.**
- **Groundwater Monitoring Program.**
- **Soboba Gravel Pit Dewatering.**
- **Operations and Management:**
  - **Financial Support Services.**
  - **Legal Counsel Services.**
  - **Advisor Services.**
  - **Administrative Support Services.**
  - **Insurance; Office Supplies; and Other Direct Costs.**
  - **Database Maintenance.**
- **Additional Project:**
  - **Partial Update of the Groundwater Model Input Data.**

4

## In-lieu Program Agreement Estimate

- Watermaster provides Subsidies to offset cost differences between EMWD's summer and winter Agricultural Recycled Water Rates.

Description	Cost
Estimated cost difference between summer and winter rates in 2023	\$68.65/AF
Estimated recycled water deliveries in Summer	2,694 AF
Estimated subsidies	<b>\$185,000</b>

<b>2022 Budget</b>	<b>\$198,500</b>
<b>2023 Budget</b>	<b>\$185,000</b>

5

## Groundwater Monitoring Program Estimate

- EMWD provides support services for collecting water levels, quality samples plus laboratory analysis, and report preparation.
- Average Billing rates for the EMWD Staff is between \$117 - \$217 per hour.

Activity	Hours	Cost Estimates
Extraction monitoring (60 wells/Month plus 19 wells/year estimations)	340	\$51,200
Water level monitoring (105 wells/Semi-annual)	264	\$38,600
Water quality monitoring (62 wells/year)	238	\$50,700
Inactive well capping (5 wells/year)	90	\$11,800
Meter installation (5 meters/year)	130	\$45,300
Annual Report	160	\$28,600
Totals	<b>1,222</b>	<b>\$226,200</b>

<b>2022 Budget</b>	<b>\$224,000</b>
<b>2023 Budget</b>	<b>\$226,200</b>

6

## Gravel Pit Dewatering Estimate

- If needed, EMWD provides resources and equipment to mobilize and dewater Soboba Gravel Pit site.
- Project is cost shared between Watermaster and Soboba Tribe.
- Estimate is based on 21 days of pumping.
- Billing rate used for EMWD Staff is between \$117-\$217 per hour.

Activity	Hours	Cost Estimates
Pipe and pumps (rental)	-	\$ 15,800
Bulldozer (rental and operation)	-	\$ 9,930
Fuel for pumps and bulldozer	-	\$ 23,800
Labor	270	\$ 34,300
Miscellaneous		\$ 1,170
<b>Totals</b>	<b>270</b>	<b>\$ 85,000</b>

<b>2022 Budget</b>	<b>\$ 33,100</b>
<b>2023 Budget</b>	<b>\$ 42,500</b>

7

## Operations and Management

### • 2023 Consultants Rates:

#### ✓ Legal Counsel (Lagerlof):

Partners	\$440/hour
Senior Counsel	\$385/hour
Associates	\$350/hour

#### ✓ Watermaster Advisor & Senior Executive Assistant (Water Resources Engineers):

- Rates are adjusted each year based on consumer price index (CPI-Urban).
- CPI Changes for July 2021 to June 2022 was 8.59%

Principal	\$196/hour
Senior Executive Assistant	\$63/hour

8

## Financial Support Services Estimate

- Bookkeeping services is provided by Water Resources Engineers.
- Budget is estimated based on July 2021-June 2022 actual hours at \$63/hour.
- 2023 Audit is expected to continue with CliftonLarsonAllen LLP under a three-year contract signed in 2021.

Activity	Hours	Cost
Book keeping Services	81	\$ 5,000
External audit		\$ 6,000
Contingency		\$ 0
<b>Totals</b>	<b>81</b>	<b>\$ 11,000</b>

<b>2022 Budget</b>	<b>\$ 9,000</b>
<b>2023 Budget</b>	<b>\$ 11,000</b>

9

## Legal Counsel Services Estimate

- 2023 estimate is based on actual hours between July 2021 and June 2022.
- Billing rates for 2023 is estimated at \$440 per hour.

Activity	Hours	Cost
Legal Counsel (Lagerlof)	49	\$ 21,560
Contingency	3	\$ 1,440
<b>Totals</b>	<b>52</b>	<b>\$ 23,000</b>

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 23,000</b>

10

## Advisor Services Estimate

- 2023 estimate is based on actual July 2021-June 2022 hours.
- Billing rate for 2023 is at \$196 per hour.

Activity	Hours	Cost
Budget Dev/Oversight	96	\$ 18,720
Contract Mgmt	88	\$ 17,250
Coordination Activity	70	\$ 13,720
Meeting Activity	296	\$ 58,110
Outreach Activity	58	\$ 11,460
Special Project/Oversight	426	\$ 83,400
Tech./Legal/Admin Activity	33	\$ 6,470
Travel/mileage expense		\$ 3,050
Contingency		\$ 0
<b>Totals</b>	<b>1,067</b>	<b>\$ 212,000</b>

<b>2022 Budget</b>	<b>\$ 190,000</b>
<b>2023 Budget</b>	<b>\$ 212,000</b>

11

## Administrative Support Services Estimate

- 2023 estimate is based on actual July 2021-June 2022 hours
- Billing rate for 2023 is at \$63 per hour.

Activity	Hours	Cost
Administrative Services	153	\$ 9,600
Contingency		\$ 400
<b>Totals</b>	<b>153</b>	<b>\$ 10,000</b>

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 10,000</b>

12

## Insurance; Office Supplies, and Other Direct Costs Estimate

- 2023 Insurance estimate is based on 2022 charges.
- 2023 Rent is expected to continue at \$600 per month.

Activity	Cost
Insurance	\$ 3,840
Rent	\$ 7,200
Miscellaneous/Postage plus outside services	\$ 360
Contingency	\$ 600
<b>Totals</b>	<b>\$ 12,000</b>

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 12,000</b>

13

## Database/Mapping Application Maintenance Estimate

- 2023 estimate is based on existing contract with Spatial Wave Inc. for \$5,250 per year to maintain Watermaster database on Cloud storage and periodically update the database with new monitoring data.

<b>2022 Budget</b>	<b>\$ 5,250</b>
<b>2023 Budget</b>	<b>\$ 5,250</b>

14



## Additional Project(s)

- **Partial Update of Groundwater Model Input Data**  
 This project is anticipated in preparation for the next Model run and Safe Yield estimation. Requires future approval from the Board after more discussions with TAC Members.

<b>2022 Budget</b>	<b>\$ 25,000</b>
<b>2023 Budget</b>	<b>\$ 40,000</b>

15

## Draft 2023 Budget

Budget Items	2022 Approved Budget (Nov 2021)	Projected 2022 Expenditures (Aug 2022)	2023 Draft Budget (Option 1)	2023 Draft Budget (Option 2)
<b>Agreements</b>				
In-Lieu Program Agreement	\$ 198,500	\$ 180,000	\$ 185,000	\$ 185,000
<b>Coordinated Efforts with EMWD</b>				
Groundwater Monitoring Program	\$ 224,000	\$ 224,000	\$ 226,200	\$ 226,200
<b>Gravel Pit Cleanup Project</b>				
Dewatering	\$ 33,100	\$ 0	\$ 42,500	\$ 42,500
<b>Organization Operations &amp; Management</b>				
Financial Support Services	\$ 9,000	\$ 10,400	\$ 11,000	\$ 11,000
Legal Counsel Services	\$ 12,000	\$ 20,000	\$ 23,000	\$ 23,000
Advisor Services	\$ 190,000	\$ 195,000	\$ 212,000	\$ 212,000
Administrative Support Services	\$ 12,000	\$ 9,000	\$ 10,000	\$ 10,000
Insurance; Office Supplies; and Other Direct Costs	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,250	\$ 5,250
<b>Additional Projects/Activities</b>				
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$ 25,000	\$ 25,000	-	\$ 40,000
<b>TOTALS</b>	<b>\$ 720,850</b>	<b>\$ 680,400</b>	<b>\$ 726,950</b>	<b>\$ 766,950</b>

16

## Estimated 2023 Productions

Agency	2023 Adjusted BPR (AFY)	Projected 2023 Production (AF) *	Est. Prod. Subject to Admin. Assmt. (AF) **	2023 Est. Admin. Assmt. (\$35/AF)
City of Hemet	4,542	1,488	588	\$20,583
City of San Jacinto	3,004	2,710	1,810	\$63,339
EMWD	7,303	9,498	7,303	\$255,619
LHMWD	7,434	9,937	7,434	\$260,182
<b>Totals</b>	<b>22,283</b>	<b>23,633</b>	<b>17,135</b>	<b>\$599,722</b>

AF = Acre-feet  
 Assmt. = Assessment  
 Est. = Estimated

AFY = Acre-feet per year  
 BPR = Base Production Rights  
 Prod. = Production

\* Production Projections are based on Jan-June 2022 and July-Dec 2021 productions.

\*\* The Cities of Hemet and San Jacinto can produce 900 AFY without any Admin. Assessment payment.

17

## Reserve Funds Impact

Revenue/Expenditures	Totals
Estimated Draft 2023 Budget (Option 2)	\$ 766,950
Estimated 2023 Administrative Assessments	\$ 599,700
Estimated Draft 2023 Budget Shortfall	\$ 167,250

Estimated Reserve Funds after 2023 Expenditures	\$855,780
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18

## Proposed Payment Schedule

- **2023 Administrative Assessment Invoicing:**
  - 25% of total by July 15, 2023.
  - 50% of total by October 15, 2023.
  - The remaining balance will be reconciled and invoiced by March 1, 2024.
- **2023 Replenishment Assessment Invoicing (if required - for 2022 excessive production):**
  - Full 100% will be invoiced by May 1, 2023.

19

## Next Steps

- ✓ **Consider approving the 2023 Budget at the November Board meeting.**
- ✓ **Consider using reserve funds to offset excess expenditures related to the proposed 2023 Budget.**
- ✓ **Authorize Advisor at the November Board meeting to:**
  - **Initiate the proposed year 2023 activities and projects.**
  - **Invoice participating agencies in accordance with the proposed schedule.**

20



21

# Safe Yield Estimate Update

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## Hemet-San Jacinto Judgment Safe Yield Definition

**“The long-term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe Yield of the Management Area is estimated to be approximately 45,000 acre feet per year.”**

2

## Discussion Points

- What should be the modeling period for estimating the long-term safe yield? 20 years? 30 years? Or...
- Should any recharge of imported water (exp. Soboba Imported Water) be included in the Safe Yield estimation?
- Should the Watermaster consider re-adjusting the initial Safe Yield of 45,000 acre feet per year?

3

## What should be the modeling period for estimating the long-term safe yield?

### Different approaches were discussed with different agencies:

- Use the entire model period hydrology with more recent operational data.
- Use different hydrological periods with different operational data and combine results.
- Use a model period with balanced wet and dry rainfall cycles.
- Use information after year 1995 (when the field data gathering program started).

### Agreements/Understandings:

- Need more discussion with the Model Experts (Consultants) on technical barriers related to different approaches before the next groundwater modeling work.
- The Model input data is of a higher quality after EMWD started the field data gathering program in 1995.

4

## Should any recharge of imported water be included in the Safe Yield estimation?

### Agreements/Understandings:

- The Basin Yield can be defined as “Native” and “Managed” yield.
  - “Native Yield” is the portion of the yield created by the hydrological conditions of the basin (exp: rainfall, river, and boundary flows in the basin).
  - “Managed Yield” includes yield created as a result of basin management activities (exp: artificial recharge with imported water).

5

## Should the Watermaster consider re-adjusting the initial Safe Yield?

### Questions/Concerns Raised:

- Why do we need to change the initial Safe Yield when the current production is below the Safe Yield?
- The Safe Yield estimates provided by the Model are wrong because the Modeling period stops at 2018 and does not include 2019 and 2020 (two wet years).
- We should consider any re-adjustments after next Model update in 3-5 years.

6

## Actions/Recommendations

- **Legal Counsel has prepared an Opinion Letter on Redetermination of Safe Yield.**
- **Developed scope-of-work for the Model update (to include 2019 and 2020 data).**
- **TAC has reviewed the scope-of-work and recommends Model extension to include years 2019 and 2020 in the Safe Yield estimation.**
- **Watermaster Board to consider approving a contract for updating the Model to re-calculate estimated Safe Yield after inclusion of 2019 and 2020 data.**

7

## Next Steps

- **Updated Model results be presented to the TAC and Watermaster Board.**
- **Advisor will provide recommendations on revised Safe Yield estimates calculated by the model.**
- **Advisor will receive directions from the Watermaster Board on the next step(s).**
- **Advisor will work with the TAC to develop a comprehensive approach and methodology for future assessment of the Safe Yield.**

8





9



August 7, 2022

VIA EMAIL

Behrooz Mortazavi  
Behrooz@h2oengineers.com

Re: Redetermination of Safe Yield

Dear Behrooz:

Woodard & Curran have recently conducted an update of the Safe Yield of the Basin, which was presented to the Watermaster Board on May 23, 2022. Their conclusion was that the Safe Yield depended on the length of the base period used. It ranges from 40,300 AFY for long-term yield to 23,600 AFY for short-term yield. You asked whether the Judgment requires Watermaster to update the Safe Yield and the Base Pumping Rights based on Woodard & Curran's work.

I conclude that the Watermaster is required to update the Safe Yield and Base Pumping Rights, for the reasons stated below.

The Judgment defines Safe Yield as "the long term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles." (Judg. §1.33.) The initial estimate of the Safe Yield was 45,000 AFY, and this estimate is still operative today. (*Id.*)

The Judgment requires the Watermaster to calculate the Safe Yield of the Management Area on an annual basis, at least until the Overdraft is substantially eliminated. (Judg. §6.5.1.) "Overdraft" is defined as pumping in the Management Area exceeding the Safe Yield. (*Id.* §1.21.) The Watermaster has not done so, presumably because additional information was not available on which to base a recalculation of Safe Yield. But now the Woodard & Curran study has provided sufficient information to reevaluate the Safe Yield.

{154815/000/00602733}

**Lagerlof LLP**

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This is not to say that the Woodard & Curren study itself determines what the Safe Yield should be. The Watermaster must decide what time period to use for its determination, in order to select from the range of Safe Yield estimates given in the study. In the language of the Judgment, the Watermaster must decide what is "long-term" under today's conditions.

The periodic reevaluation of the Safe Yield and the Base Pumping Rights is arguably the most important task given to the Watermaster in the Judgment. The Judgment states that "**the goal of the Physical Solution** [is] to adjust the Base Production Rights of the Public Agencies over time on a pro-rata basis to a level consistent with the Watermaster's determination of Safe Yield." (Judg. §3.2 (emphasis added).) The Judgment further sets a target of six years within which to accomplish this goal. (*Id.* §3.2.2.) As further evidence of the importance of this task, the Judgment provides that "determining the extent of Overdraft and quantifying Safe Yield" and "determining Adjusted Production Rights" require a four-fifths vote of the Watermaster Board. (Judg. §9.4.)

It is important to note that the definition of Safe Yield includes the unused portion of the 7,500 AFY of Soboba water which is stored in the Basin. Because this water is separately allocated by the Judgment, it must be subtracted from the Safe Yield before Adjusted Production Rights are determined. The Judgment allows for this by the language quoted above, which states that Base Production Rights are not adjusted to the Safe Yield, but "to a level *consistent with* the Watermaster's determination of Safe Yield." (Judg. §3.2 (emphasis added).)

I therefore conclude that the Watermaster is required to determine the Safe Yield and Base Production Rights without delay.

Very truly yours,

A handwritten signature in black ink that reads "Thomas S. Bunn III". The signature is written in a cursive style with a horizontal line under the name.

Thomas S. Bunn III

TSB

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

November 28, 2022  
4:00 pm

**Please note this meeting will be conducted pursuant to the provisions of Executive Order N-25-30 issued by Governor Gavin Newsom on March 12, 2020, governing protocol for teleconferenced meetings. Certain board members may be calling in to this meeting by telephone. Any member of the public can observe and participate in this meeting by attending the meeting at 2270 Trumble Road, Perris, CA 92570.**

### **VIRTUAL MEETING INFORMATION**

**Any member of the public wishing to make any comments to the Board may do so in person or by using the following information to participate remotely:**

<b>Meeting Access Via Computer (Zoom):</b>
<a href="https://zoom.us/j/91422072931?pwd=UEN0UjZVVjVFemRwcHk4a3U2ODI4Zz09">https://zoom.us/j/91422072931?pwd=UEN0UjZVVjVFemRwcHk4a3U2ODI4Zz09</a>
<b>Meeting Access Via Telephone: +1 (669) 900-6833</b>
<b>Meeting ID: 914 2207 2931</b>
<b>Passcode: 764213</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

#### I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

#### II. ADDITIONS/DELETIONS TO THE AGENDA

#### III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

- A. Board Member Comments/Questions/Reports
- B. Advisor Report
- C. Legal Counsel Report
- D. Treasurer Report

#### IV. CONSENT CALENDAR

A. Approval of Minutes – August 22, 2022 Regular Board Meeting.

*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

#### V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

A. Consideration to Adopt 2023 Annual Budget - 2023 Budget presentation.

*Recommendation: Adopt a Motion to Approve Proposed 2023 Annual Budget (Option 2) and Authorize Advisor to Initiate Proposed Activities and Invoice Participating Agencies in Accordance with the Proposed Schedule.*

B. Consideration to Adopt Resolution 9.8 RE Administrative Assessment for 2023 – Per Section 3.4.1 of the Stipulated Judgment, Watermaster shall set the Administrative Assessment for 2023.

*Recommendation: Adopt a motion to Approve Resolution 9.8 setting the Administrative Assessment for 2023 at \$30 per acre-foot.*

C. Consideration to Approve Consulting Services Agreement with Aerial Information Systems, Inc. (AIS) – Review of the proposed work to compare irrigated areas information available to the Watermaster with the National Agricultural Imaging Program (NAIP) information.

*Recommendation: Adopt a motion to approve a Consulting Services Agreement with AIS for an amount not-to-exceed \$5,000.*

#### VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

A. Groundwater Modeling Project Update – Review of the modeling project status.

B. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

#### VII. CLOSED SESSION – NONE

#### VIII. ADJOURNMENT

Next Regular Board of Directors Meeting

February 27, 2023 at 4:00 pm at:

Eastern Municipal Water District Board Room

2270 Trumble Road, Perris, CA 92570

Members of the public are invited to present comments to the Board on matters within the District's jurisdiction, but not on the agenda. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to inform the Board Secretary prior to the start of the meeting. The public may present comments on agenda items when the matter is called. Three minutes time is allotted to each speaker.

At the discretion of the Board, all items appearing on this agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

ADDITIONS TO AGENDA - (if any) In Accordance with §54954.2 of the Government Code (Brown Act) Two-Thirds Vote Required for Action Items (Upon a determination by two-thirds vote of the legislative body, or if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose after the Agenda was posted).

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Hemet – San Jacinto Watermaster Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the EMWD office, at 2270 Trumble Road, Perris, California (“District Office”). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District’s Board Secretary of the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available from the District’s Board Secretary in the Board Room of the District’s Office.

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 2270 Trumble Road, Perris, California, up to 72 hours prior to the Board Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The Board Secretary may be contacted by telephone at (951) 928-3777, Ext. 4235, or in writing at the Eastern Municipal Water District, P.O. Box 8300, Perris, California, 92572-8300

**Hemet-San Jacinto Basin Watermaster Board of Directors Meeting  
Eastern Municipal Water District  
November 28, 2022**

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, November 28, 2022, at 4:12 p.m. and online via Zoom. The meeting was called to order by Chair, Linda Krupa.

Board Members Present:	Linda Krupa, President Steve Pastor, Vice Chair Bruce Scott, Board Member Brian Hawkins, Board Member - Remote
Board Member's Absent	Phil Paule, Secretary / Treasurer
Watermaster Staff Present:	Thomas Bunn, Legal Counsel (Lagerloff LLP) Behrooz Mortazavi, Advisor (Water Resources Engineers) Michelle Mayorga, Executive Assistant (Water Resources Engineers)
EMWD Staff Present:	Joe Mouawad, General Manager Nick Kanetis, Deputy General Manager – Remote Lanaya Voelz Alexander, Assistant General Manager of Planning, Engineering and Construction John Adams, CFO – Remote Laura Barraza, Director of Water Resources/Planning – Remote John Dotinga, Water Operations Manager Thomas Henderson, Principal Engineering Geologist – Remote Leighanne Kirk, Principal Water Resource Specialist – Remote
Lake Hemet Staff Present	Mike Gow, General Manager - Remote

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag of the United States was led by Ms. Krupa. Ms. Michelle Mayorga conducted the roll call. Mr. Paule was absent. All other board members were present.

**I. PUBLIC COMMENTS**

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

**None**

II. ADDITIONS/DELETIONS TO THE AGENDA

**None**

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

A. Board Member Comments/Questions/Reports

None

B. Advisor Report

Mr. Mortazavi reported on recent Watermaster Activities. Mr. Mouawad reported on the State Water Project Resources and Colorado River Resources and Conditions of Water Supply.

Attachment 1 shows the complete Advisor Report

C. Legal Counsel Report

Mr. Bunn reported on the letters that were mailed to new landowners and the lack of responses. He also reported that Governor Gavin Newsom issued orders requiring Board Members to participate in Board meetings in-person beginning February 28, 2023. Watermaster Board asked Mr. Bunn to send out letters to the new participants and to notify the Cities when the property changes ownership.

D. Treasurer Report

Mr. Mortazavi reviewed the Treasurer Report detailing the revenues and receivables for the previous three months.

Attachment 2 shows the complete Treasurer Report

IV. CONSENT CALENDAR

A. Approval of Minutes – August 22, 2022 Regular Board Meeting.

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Hawkins  
Seconded: Pastor  
Ayes: Krupa, Scott

Noes: None  
Abstain: None  
Absent: Paule

Motion Passes



Attachment 3 shows a copy of the August 22, 2022 Board Meeting Minutes

V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

A. Consideration to Adopt 2023 Annual Budget

Mr. Mortazavi reviewed the 2023 Annual Budget.

Recommendation: Adopt a motion to approve proposed 2023 Annual Budget (Option 2) and Authorize Advisor to initiate proposed activities and invoice participating agencies in accordance with the proposed schedule.

Motion: Scott	Noes: None
Seconded: Pastor	Abstain: None
Ayes: Krupa, Hawkins	Absent: Paule

*Motion Passes*

Attachment 4 shows complete presentation

B. Consideration to Adopt Resolution 9.8 RE Administrative Assessment for 2023

Mr. Mortazavi presented the options for Administrative Assessments fees for 2023.

Recommendation: Adopt a motion to approve Resolution 9.8 setting the Administrative Assessment for 2023 at \$30 per acre-foot.

Motion: Pastor	Noes: None
Seconded: Hawkins	Abstain: None
Ayes: Krupa, Scott	Absent: Paule

Motion Passes

Attachment 4 shows complete presentation

C. Consideration to Approve Consulting Services Agreement with Aerial Information Systems, Inc. (AIS)

Mr. Mortazavi reviewed the proposed work for the Aerial Information Systems (AIS) to compare irrigated areas information monitored by the Watermaster with the National Agricultural Imaging Program (NAIP) information.

Recommendation: Adopt a motion to approve a Consulting Services Agreement with AIS for an amount not-to-exceed \$5,000.

Motion: Pastor  
Seconded: Scott  
Ayes: Krupa, Hawkins

Noes: None  
Abstain: None  
Absent: Paule

Motion Passes

Attachment 5 shows Consulting Services Agreement

VI. Informational Items/Correspondence

A. Groundwater Modeling Project Update

Mr. Mortazavi presented the current status of the Hemet San Jacinto Model project.

Attachment 6 shows complete presentation

B. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

VII. CLOSED SESSION

**None**

VIII. ADJOURNMENT

There being no further business to come before the board; Ms. Krupa adjourned the meeting at 5:44 p.m. to be reconvened on Monday, February 27, 2023 at 4:00 p.m. (Adjourned Regular Meeting).

# **Watermaster Advisor Report**

## **November 28, 2022**

### **EMWD Related Coordination/Activities:**

- Major coordination effort with EMWD was related to processing of the monitoring program data. Also, I have had some discussions with Staff regarding future enhancement of the groundwater modeling work.
- There have not been any Soboba Imported Water deliveries since March of 2020.

### **Budget/Accounting Related Activities:**

- The second set of 2022 Administrative Assessment invoices were mailed on October 17, 2022. Three Participants have already paid their invoices. The Third set of 2022 invoices will be processed in Mid-March of 2023.
- The Treasurer Report will be reviewed under Item III-D.
- The proposed 2023 Annual Budget will be presented today under item V-A.

### **Technical Advisory Committee (TAC) Coordination/Activities:**

- TAC meeting for the month of November was conducted in-person at EMWD facilities and via remote conferencing on November 14, 2022. Major discussion items at the meeting were:
  - Draft November 28, 2022 Board Agenda;
  - 2023 Annual Budget Proposal – Item V-A;
  - 2023 Administrative Assessment Review – Item V-B;
  - Groundwater Modeling Project Update – Item VI-A; and
  - Consulting Services Agreement with Aerial Information Systems, Inc. (AIS) – Item V-C.

### **Special Projects Activities:**

- Have had several communications with the Groundwater Modeling Consultants (Woodard and Curran) and AIS regarding the projects that will provide data for the Watermaster's Safe Yield determination.
- The proposed contract with AIS will be presented under item V-C.
- The groundwater model that would include years 2019 and 2020 data is expected to be completed in early 2023. The results will be discussed with TAC Members before the Watermaster's February meeting. The groundwater model outputs and AIS project results in conjunction with recharge related information will be used to determine the revised Adjusted Base Production Rights.

- Have had some discussions with the Department of Water Resources Staff regarding Sustainable Groundwater Management Act requirements, and factors that State considers for calculating groundwater overdraft.

### **Municipal/Private Pumpers Coordination & Activities:**

- Have had several communications with EMWD Staff regarding the staffing changes at EMWD, and data requests related to the AIS project.
- Mr. Bunn will discuss status of the letters that went out to new landowners with Class B water rights (Item III-C).

### **Outreach Activities:**

- Have received couple of requests from EMWD for support of two State grant applications. Provided support letters for a recycled water project grant that will help in offsetting some potable demand in the City of San Jacinto area. The second grant application is related to enhancement of groundwater monitoring in the San Jacinto Watershed (includes the Watermaster area plus the area that is managed by the Groundwater Sustainability Agency to the west of the Hemet-San Jacinto valley).
- Uploaded documents on the Dropbox site.

### **Miscellaneous Activities/Information:**

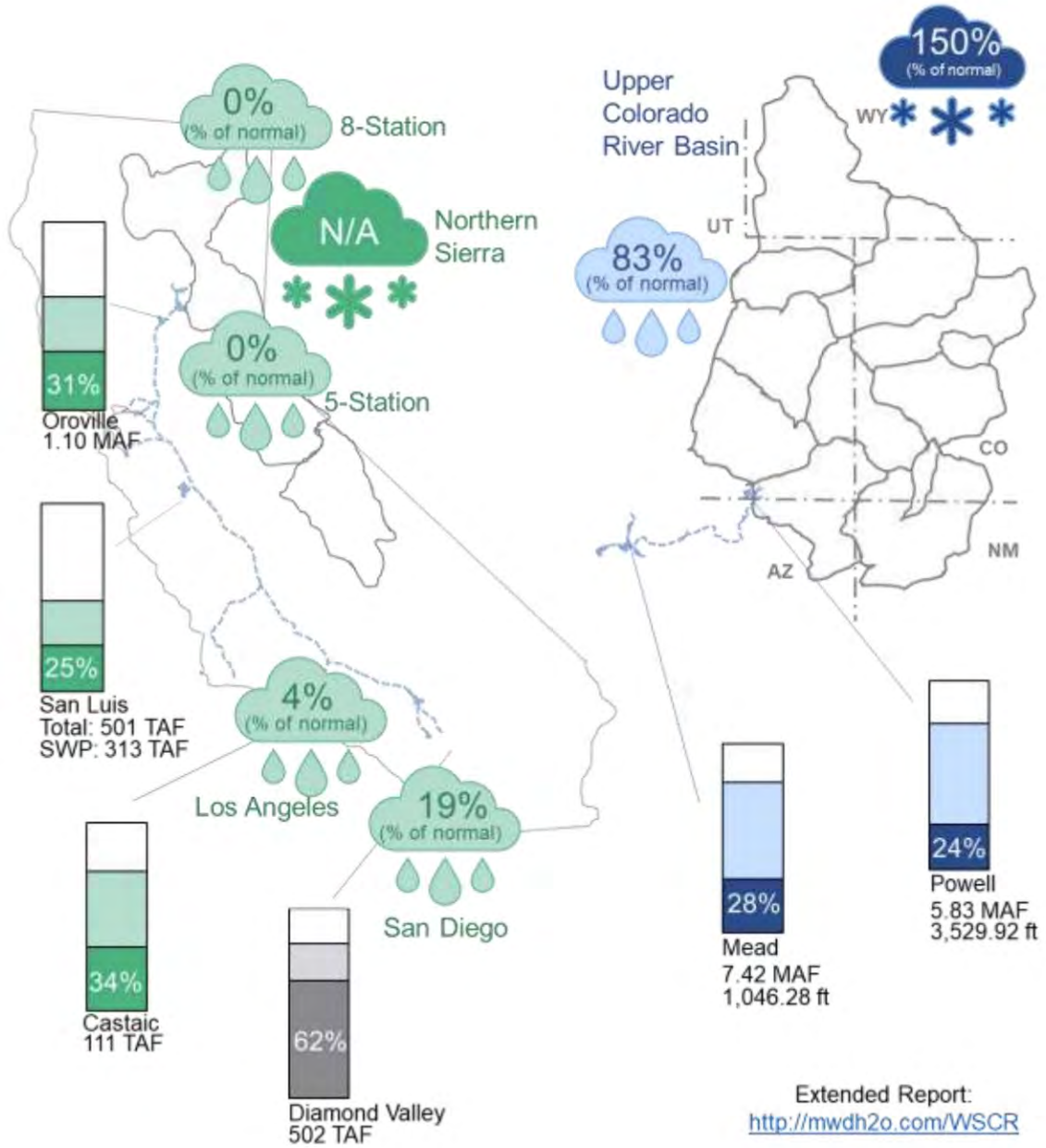
- City of Hemet Well 12 rehab is complete, and the well is now online.
- EMWD has collected necessary data required for the Canyon Operation Plan and has provided that to the Parties involved. EMWD and LHMWD have coordinated for their production from Canyon Basin.
- EMWD was able to recharge 37 AF of river water at the Grant Avenue ponds during the last storm.
- A summary of the State's water resources conditions as of October 31, 2022 (prepared as part of the MWD General Manager's November 2022 Report to MWD Board) is attached.

# State Water Project Resources

SWP Table A – 5% - 95,575 AF

# Colorado River Resources

Projected CRA Diversions – 1,136,000 AF



As of October 31, 2022

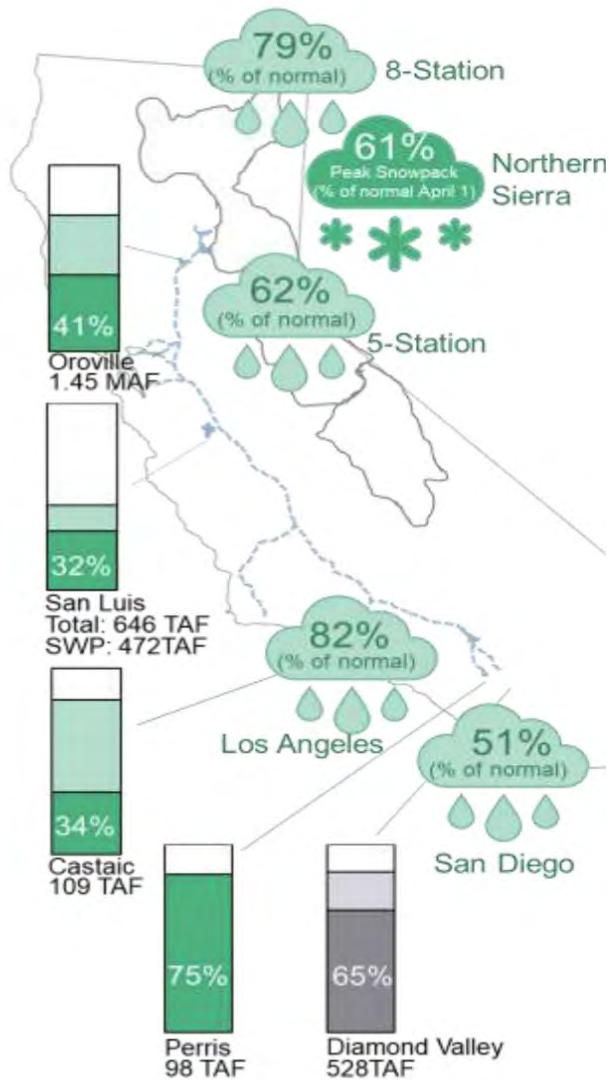
As of October 31, 2022

Water Supply Conditions as of July 31, 2022

Water Supply Conditions as of October 31, 2022

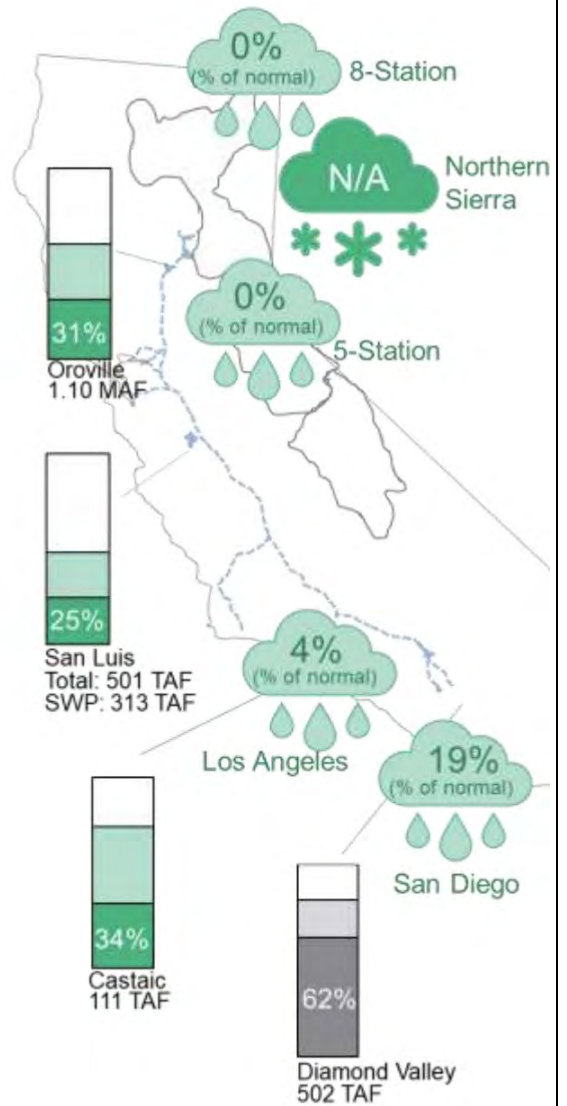
State Water Project Resources

SWP Table A – 5% - 95,575 AF



State Water Project Resources

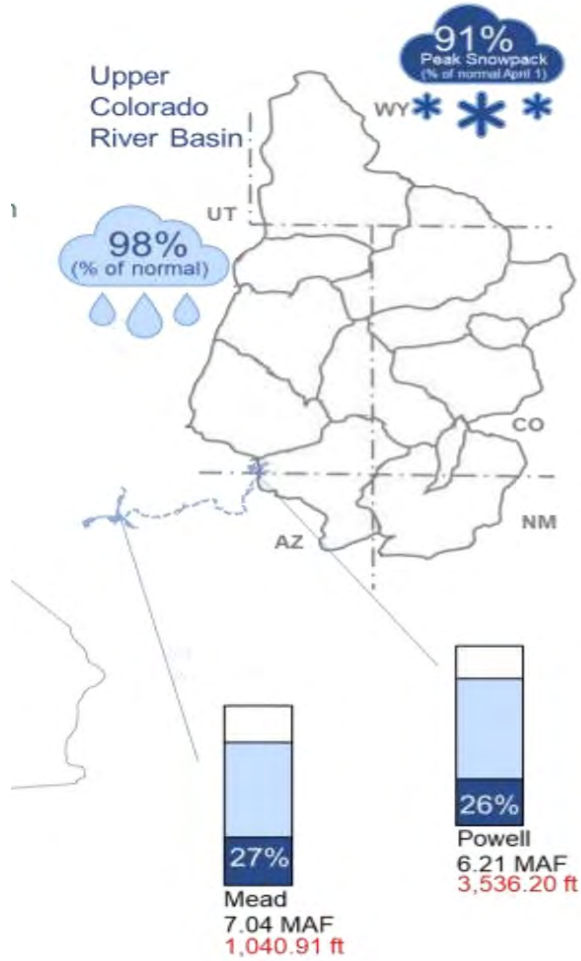
SWP Table A – 5% - 95,575 AF



Water Supply Conditions as of July 31, 2022

## Colorado River Resources

Projected CRA Diversions – 1,117,000 AF

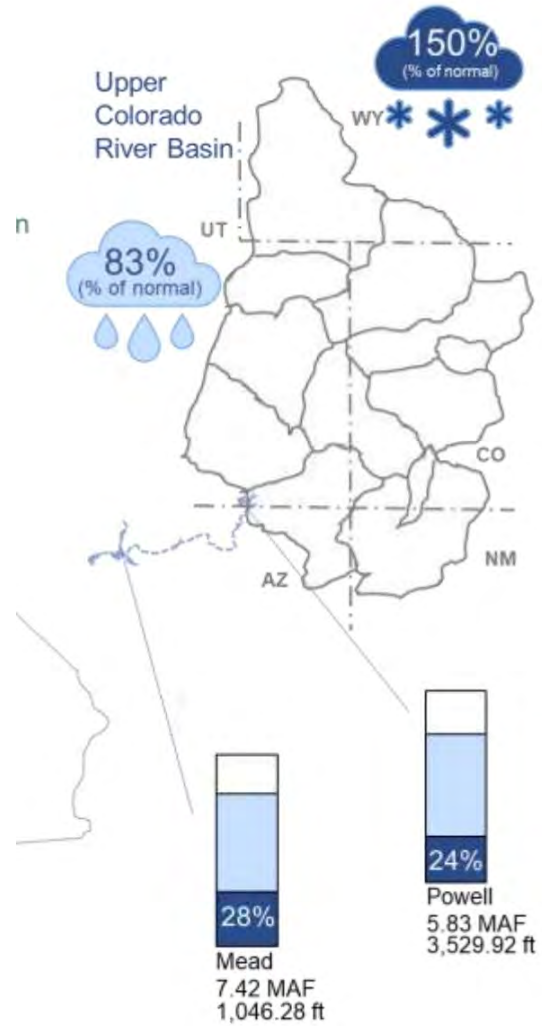


Extended Report:  
<http://mwdh2o.com/WSCR>

Water Supply Conditions as of October 31, 2022

## Colorado River Resources

Projected CRA Diversions – 1,136,000 AF



Extended Report:  
<http://mwdh2o.com/WSCR>



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*Watermaster Board*

To: Hemet-San Jacinto Watermaster Board of Directors

*Chair*

Linda Krupa

From: Board Treasurer

*Vice-Chair*

Steve Pastor

Date: November 28, 2022

*Secretary-Treasurer*

Philip E. Paule

*Board Members*

Brian Hawkins  
Bruce Scott

The Board Treasurer has reviewed and approved the following account information:

*Board Alternates*

Russ Brown  
Susie Esquire  
Randy A. Record

*Advisor*

Behrooz Mortazavi

*Legal Counsel*

Lagerlof, LLP

<b>Total Cash and Investments as of August 31, 2022</b>			<b>\$ 1,403,880.95</b>
<b>Revenues for August 1, 2022 – October 31, 2022:</b>			
	EMWD	\$ 63,904.80	
	LHMWD	\$ 65,045.44	
<b>Total Received</b>			<b>\$ 128,950.24</b>
<b>Payments for August 1, 2022 – October 31, 2022:</b>			
	CliftonAllenLarson	\$ 1,575.00	
	Lagerlof LLP	\$7,240.00	
	Water Resources Engineers	\$ 49,962.34	
	Woodard & Curran	\$ 10,535.00	
<b>Total Payments</b>			<b>\$ 69,312.34</b>
<b>Cash Flow for August 1, 2022 – October 31, 2022:</b>			<b>\$59,637.90</b>
<b>Other Income/Expense for August 1, 2022 – October 31, 2022:</b>			
	Savings Interest	\$ 238.87	
	Other Expense/Fees	\$ 0.00	
<b>Total Other Income/Expense</b>			<b>\$ 238.87</b>
<b>Total Cash and Investments as of October 31, 2022</b>			<b>\$ 1,463,757.72</b>



Treasurer Report  
November 28, 2022

<b>Pending Receivables:</b>			
	City of San Jacinto (10/17/22)	\$32,532.85	
	EMWD (10/17/22)	\$127,809.61	
	LHMWD (10/17/22)	\$130,090.87	
<b>Total Pending Receivables</b>			<b>\$ 290,433.33</b>
<b>Pending Payments:</b>			
	Lagerlof (CK# 1422)	\$ 1,340.00	
	CliftonAllenLarson (CK 1423)	\$ 945.00	
	Water Resources Engineers (Ck # 1424)	\$ 14,849.36	
	Woodard & Curran (Ck# 1414)	\$ 945.00	
<b>Total Pending Payments</b>			<b>\$ 18,079.36</b>

<b>2021 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget August 2021</b>	<b>Commitments (As of October 31, 2022)</b>
In-Lieu Program Agreement	\$ 215,400	\$ 180,000	\$ 194,144.63
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 191,700	\$ 191,700	\$ 167,815.25
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 31,300	\$ -	
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000	\$ 8,100	\$ 9,870.00
Legal Counsel Contract	\$ 15,000	\$ 15,000	\$ 14,724.00
Advisor Contract	\$ 182,000	\$ 186,000	\$ 185,930.00
Administrative Support	\$ 12,000	\$ 11,000	\$ 11,032.00
Insurance; Office Supplies & Other Direct Costs	\$ 10,000	\$ 10,000	\$ 9,820.37
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 95,000	\$ 95,000	\$ 95,084.50
<b>TOTALS</b>	<b>\$ 766,650</b>	<b>\$ 701,800</b>	<b>\$ 693,420.75</b>

<b>2022 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget TBD</b>	<b>Commitments (As of October 31, 2022)</b>
In-Lieu Program Agreement	\$ 198,500		
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 224,000		
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 33,100		
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000		\$ 3,915.00
Legal Counsel Contract	\$ 12,000		\$ 11,660.00
Advisor Contract	\$ 190,000		\$ 162,781.92
Administrative Support	\$ 12,000		\$ 5,510.00
Insurance; Office Supplies & Other Direct Costs	\$ 12,000		\$ 10,123.27
Database/Mapping Application Maintenance	\$ 5,250		\$ 3,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 25,000		
<b>TOTALS</b>	<b>\$ 720,850</b>		<b>\$ 196,990.19</b>

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

August 22, 2022

4:00 pm

**Due to the spread of COVID-19, and until further notice, the Hemet – San Jacinto Watermaster will be holding all upcoming Technical Committee Meetings by teleconferencing and virtually through Zoom.  
The Meeting will be accessible as follows:**

<b>Meeting Access Via Computer (Zoom):</b>
<a href="https://zoom.us/j/92586055765?pwd=TE5WZzg2VGFZeU9CN28ra2diV3dVZz09">https://zoom.us/j/92586055765?pwd=TE5WZzg2VGFZeU9CN28ra2diV3dVZz09</a>
<b>Meeting Access Via Telephone: +1 (669) 900-6833</b>
<b>Meeting ID: 925 8605 5765</b>
<b>Passcode: 451480</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

II. ADDITIONS/DELETIONS TO THE AGENDA

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

- A. Board Member Comments/Questions/Reports
- B. Advisor Report
- C. Legal Counsel Report
- D. Treasurer Report

#### IV. CONSENT CALENDAR

- A. Approval of Minutes – May 23, 2022 Regular Board Meeting.

*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

#### V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

- A. 2021 Financial Audit – Presentation by CliftonLarsonAllen Certified Public Accountants and Financial Advisors Summarizing 2021 Audit Findings and Recommendations.

*Recommendation: Adopt a motion to Receive and submit the Audit Report as part of the Watermaster 2021 Annual Report to the Court.*

- B. 2021 Annual Report – Presentation of the summarized 2021 Annual Report was made at the previous meeting.

*Recommendation: Adopt a motion to receive and file the 2021 Annual Report with the Court after any additional comments by Legal Counsel.*

- C. Consideration to Approve Consulting Services Agreement with Woodard & Curran – Review of the scope of work, and cost breakdown for the proposed update of the Groundwater Model to include years 2019 and 2020 data in the calculation of the Safe Yield estimates.

*Recommendation: Adopt a motion to approve a Consulting Services Agreement with Woodard & Curran for an amount not-to-exceed \$24,200.*

#### VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

- A. Updated 2022 Annual Budget – Presentation to summarize updates to the 2022 Annual Budget.

- B. Draft 2023 Annual Budget – Draft 2023 Annual Budget presentation as part of the Budget Workshop.

- C. Safe Yield Estimate Update – Update on discussions with TAC and Participating Agencies' Staff regarding the revised Safe Yield estimates.

- D. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

#### VII. CLOSED SESSION – NONE

## VIII. ADJOURNMENT

### Next Regular Board of Directors Meeting

November 28, 2022 at 4:00 pm at:

Eastern Municipal Water District Board Room  
2270 Trumble Road, Perris, CA 92570

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans With Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such a request to the Watermaster Executive Assistant at 714-707-4787, at least 48 hours before the meeting, if possible.*

*Pursuant to Government Code Section 54957.5, any writing that (a) is a public record; (b) relates to an agenda item for an open session of a regular meeting of the Watermaster Board of Directors; and (c) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at Watermaster's office located at 2270 Trumble Road, Perris, CA 92570.*

**Hemet-San Jacinto Basin Watermaster Board of Directors Meeting  
Eastern Municipal Water District  
August 22, 2022**

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, August 22, 2022, at 4:00 p.m. and online via Zoom. The meeting was called to order by Vice Chair, Steven Pastor

Board Members Present:	Steve Pastor, Vice Chair Phil Paule, Secretary / Treasurer Bruce Scott, Board Member Russ Brown, Alternat Board Member
Board Member's Absent	Linda Krupa, President Brian Hawkins, Board Member
Watermaster Staff Present:	Thomas Bunn, Legal Counsel (Lageloff LLP) Behrooz Mortazavi, Advisor (Water Resources Engineers)
Watermaster Staff Absent:	Michelle Mayorga, Executive Assistant (Water Resources Engineers)
EMWD Staff Present:	Joe Mouawad, General Manager Nick Kanetis, Deputy General Manager – Remote Lanaya Voelz Alexander, Assistant General Manager of Planning, Engineering and Construction John Adams, CFO – Remote Laura Barraza, Director of Water Resources/Planning – Remote Rachel Gray, Water Resource Planning Manager – Remote Thomas Henderson, Principal Engineering Geologist – Remote Leighanne Kirk, Principal Water Resource Specialist – Remote Jennifer Donnelly Deputy Board Secretary
Lake Hemet Staff Present:	Mike Gow, General Manager
City of Hemet:	Noah Rau, Public Works Director/Engineer – Remote Travis Holyoak, Water Superintendent – Remote
Others Remote:	Leslie Ward, CLA Auditor – Remote

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag of the United States was led by Mr. Steve Pastor. Ms. Jennifer Donnelly conducted the roll call. Mr. Hawkins, and Ms. Krupa were absent. All other board members including City of Hemet Alternate (Mr. Brown) were present.

I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster’s jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

**None**

II. ADDITIONS/DELETIONS TO THE AGENDA

**None**

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

A. Board Member Comments/Questions/Reports

None

B. Advisor Report

Mr. Mortazavi reported on recent Watermaster Activities. Mr. Mouawad reported on the State Water Project Resources and Colorado River Resources and Conditions of Water Supply.

Mr. Scott questioned the capability of diverting water from northern states like Oregon and Washington to California. Mr. Mouawad acknowledged the question and stated that the cost of delivery is the burden.

Attachment 1 shows the complete Advisor Report

C. Legal Counsel Report

Mr. Bunn reported on the definition of the safe-yield modeling and how the board needs to conduct a yearly safe-yield review as a consent item.

D. Treasurer Report

Mr. Mortazavi reviewed the Treasurer Report detailing the revenues and receivables for the previous three months.

Attachment 2 shows the complete Treasurer Report

IV. CONSENT CALENDAR

A. Approval of Minutes – May 23, 2022 Regular Board Meeting.

Recommendation: Adopt a motion to approve the Consent Calendar.



Motion: Paule  
Seconded: Brown  
Ayes: Pastor

Noes: None  
Abstain: Scott  
Absent: Hawkins

Motion Passes

Attachment 3 shows a copy of the May 2022, Board Meeting Minutes

V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

A. 2021 Financial Audit –

Presentation by Ms. Ward representing CliftonLarsonAllen Certified Public Accountants and Financial Advisors Summarizing 2021 Audit Findings and Recommendations.

Recommendation: Adopt a motion to Receive and submit the Audit Report as part of the Watermaster 2021 Annual Report to the Court.

Motion: Paule  
Seconded: Scott  
Ayes: Pastor, Brown

Noes: None  
Abstain: None  
Absent: Hawkins

*Motion Passes*

Attachment 4 shows 2021 Audit Report

B. 2021 Annual Report

Presentation of the summarized 2021 Annual Report was made at the previous meeting.

Recommendation: Adopt a motion to receive and file the 2021 Annual Report with the Court after any additional comments by Legal Counsel.

Motion: Scott  
Seconded: Paule  
Ayes: Pastor, Brown

Noes: None  
Abstain: None  
Absent: Hawkins

Motion Passes

Attachment 4 shows 2021 Annual Report

C. Consideration to Approve Consulting Services Agreement with Woodard & Curran –  
Review of the scope of work, and cost breakdown for the proposed update of the Groundwater Model to include years 2019 and 2020 data in the calculation of the Safe Yield estimates.

Recommendation: Adopt a motion to approve a Consulting Services Agreement with Woodard & Curran for an amount not-to-exceed \$24,200

Motion: Scott  
Seconded: Brown  
Ayes: Pastor, Paule

Noes: None  
Abstain: None  
Absent: Hawkins

Motion Passes

Attachment 5 shows Consulting Services Agreement

VI. Informational Items/Correspondence

- A. Updated 2022 Annual Budget – Presentation to summarize updates to the 2022 Annual Budget.

Attachment 6 shows complete presentation

- B. Draft 2023 Annual Budget – Draft 2023 Annual Budget presentation as part of the Budget Workshop.

Attachment 7 shows complete presentation

- C. Safe Yield Estimate Update – Update on discussions with TAC and Participating Agencies' Staff regarding the revised Safe Yield estimates. Mr. Bunn elaborated on the question, why do we need to change the safe yield when the current production is below the safe yield? Mr. Bunn explained that is a requirement in the judgment. The Judgment provides for redetermining the Safe Yield every year. Mr. Pastor asked if recharged water should be included in the modeling? Mr. Bunn said that recharging is included in the Modeling but in terms of the Safe Yield only, the Adjusted Base Productions don't include the recharge. Mr. Paule would like to make sure setting the Safe Yield is included as an Agenda item every year to comply with the Judgement.

Item was taken out of order after V.B. Action item. The safe yield needed definition in order to move forward for adopting a motion on V.C. Action Item.

Attachment 8 shows complete presentation

- D. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

VII. CLOSED SESSION

**None**

VIII. ADJOURNMENT

Motion: Scott

Seconded: Paule

There being no further business to come before the board; Mr. Pastor adjourned the meeting at 5:35 p.m. to be reconvened on Monday, November 28, 2022 at 4:00 p.m. (Adjourned Regular Meeting)



1295 Corona Pointe Court, Suite 104, Corona CA 92879 • Telephone: (714) 707-4787

*Watermaster Board*

To: Hemet-San Jacinto Watermaster Board of Directors

*Chair*

Linda Krupa

From: Board Treasurer

*Vice-Chair*

Steve Pastor

Date: August 22, 2022

*Secretary-Treasurer*

Philip E. Paule

*Board Members*

Brian Hawkins

Bruce Scott

The Board Treasurer has reviewed and approved the following account information:

*Board Alternates*

Russ Brown

Susie Esquire

Randy A. Record

*Advisor*

Behrooz Mortazavi

*Legal Counsel*

Lagerlof, LLP

<b>Total Cash and Investments as of April 30, 2022</b>		<b>\$ 1,280,188.86</b>
<b>Revenues for May 1, 2022 – July 31, 2022:</b>		
	City of San Jacinto	\$ 14,971.25
	EMWD	\$179,391.61
<b>Total Received</b>		<b>\$ 194,362.86</b>
<b>Payments for May 1, 2022 – July 31, 2022:</b>		
	Edgewood Insurance	\$ 3,839.00
	CliftonAllenLarson	\$ 3,150.00
	Lagerlof LLP	\$ 5,720.00
	EMWD	\$ 1.00
	Water Resources Engineers	\$ 55,199.58
	Spatial Wave	\$ 3,000.00
<b>Total Payments</b>		<b>\$ 70,909.58</b>
<b>Cash Flow for May 1, 2022 – July 31, 2022:</b>		<b>\$123,453.28</b>
<b>Other Income/Expense for May 1, 2022 – July 31, 2022:</b>		
	Savings Interest	\$ 238.81
	Other Expense/Fees	\$ 0.00
<b>Total Other Income/Expense</b>		<b>\$ 238.81</b>
<b>Total Cash and Investments as of July 31, 2022</b>		<b>\$ 1,403,880.95</b>

Treasurer Report  
August 22, 2022

<b>Pending Receivables:</b>			
	EMWD (7/15/22)	\$ 63,904.80	
	LHMWD (7/15/22)	\$ 65,045.44	
<b>Total Pending Receivables</b>			<b>\$ 128,950.24</b>
<b>Pending Payments:</b>			
	Lagerlof (CK# 1412)	\$ 1,480.00	
	Water Resources Engineers (Ck # 1411 & 1413)	\$ 39,228.34	
	Woodard & Curran (Ck# 1414)	\$ 10,535.00	
<b>Total Pending Payments</b>			<b>\$ 51,243.34</b>

<b>2021 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget August 2021</b>	<b>Commitments (As of July 31, 2022)</b>
In-Lieu Program Agreement	\$ 215,400	\$ 180,000	\$ 194,144.63
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 191,700	\$ 191,700	
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 31,300	\$ -	
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000	\$ 8,100	\$ 7,350.00
Legal Counsel Contract	\$ 15,000	\$ 15,000	\$ 14,724.00
Advisor Contract	\$ 182,000	\$ 186,000	\$ 185,930.00
Administrative Support	\$ 12,000	\$ 11,000	\$ 11,032.00
Insurance; Office Supplies & Other Direct Costs	\$ 10,000	\$ 10,000	\$ 9,820.37
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 95,000	\$ 95,000	\$ 95,084.50
<b>TOTALS</b>	<b>\$ 766,650</b>	<b>\$ 701,800</b>	<b>\$ 523,085.50</b>

<b>2022 Budget Items</b>	<b>Allocations</b>	<b>Revised Budget TBD</b>	<b>Commitments (As of July 31, 2022)</b>
In-Lieu Program Agreement	\$ 198,500		
<b>EMWD/Watermaster Support Services</b>			
Groundwater Monitoring Program	\$ 224,000		
<b>Soboba Gravel Pit Project</b>			
Dewatering	\$ 33,100		
<b>Organization Operation &amp; Management</b>			
Financial Support Services	\$ 9,000		\$ 2,610.00
Legal Counsel Contract	\$ 12,000		\$ 4,560.00
Advisor Contract	\$ 190,000		\$ 103,645.62
Administrative Support	\$ 12,000		\$ 2,871.00
Insurance; Office Supplies & Other Direct Costs	\$ 12,000		\$ 7,440.00
Database/Mapping Application Maintenance	\$ 5,250		\$ 3,000.00
<b>Additional Projects/Activities</b>			
Groundwater Modeling Effort	\$ 25,000		
<b>TOTALS</b>	<b>\$ 720,850</b>		<b>\$ 124,126.62</b>

# Watermaster Advisor Report

## August 22, 2022

### **EMWD Related Coordination/Activities:**

- Major part of the coordination effort with EMWD was related to Safe Yield discussions plus processing of the monitoring program data.
- There have not been any Soboba Imported Water deliveries since March of 2020.

### **Budget/Accounting Related Activities:**

- All Participants have paid their full Administrative Assessments for 2021. The first set of invoices for 2022 Assessments were mailed on July 16.
- The 2021 Financial audit report will be presented today.
- The Treasurer Report will be reviewed under Item III-D.
- Draft 2023 Annual Budget has been prepared for review and will be presented today under item VI-B.

### **Technical Advisory Committee (TAC) Coordination/Activities:**

- TAC meeting for the month of August was conducted via teleconferencing on August 8, 2022, and major discussion items at the meeting were:
  - Updated 2022 Annual Budget – Item VI-A;
  - Draft 2023 Annual Budget – Item VI-B;
  - Safe Yield Estimate Update – Item VI-C; and
  - Consulting Services Agreement with Woodard and Curran – Item V-C.

The status of the Monitoring Program and Draft Board Agenda were also reviewed by TAC.

TAC also discussed time and location for its future meetings. Future TAC meetings will be conducted in-person at EMWD facilities and via remote conferencing.

### **Special Projects Activities:**

- Have had several meetings with the Judgment Participants regarding the new Safe Yield estimates provided by the recent groundwater modeling work:
  - City of San Jacinto Staff - June 16, 2022;
  - EMWD and LHMWD Staff – June 28, 2022;
  - EMWD Staff – July 5, 2022;
  - EMWD and LHMWD Staff – July 7, 2022; and
  - Private Producers Representatives – August 10, 2022.

TAC has discussed the Safe Yield estimates in some detail, and summary of TAC and Advisor's recommendations will be presented today under item VI-C.



- Have been working with Woodard and Curran (W&C) consultants to prepare the scope-of-work for an additional groundwater model run. This additional modeling work was recommended by the Judgment Participants during the Safe Yield discussions mentioned above. The proposed contract with W&C for this work will be presented under item V-C.

### **Municipal/Private Pumpers Coordination & Activities:**

- Have had many communications with the Public Agencies regarding the recent groundwater model Safe Yield estimates. Some of these discussions needed better understanding of the Judgment requirements, and Mr. Bunn has prepared an Opinion Letter regarding the Redetermination of the Safe Yield. Mr. Bunn will discuss his opinion in more detail under item VI-C.

### **Outreach Activities:**

- Used CoreLogic database (parcel information) to update the landownership list of Class B Participants. There are several new owners, and Legal Counsel will try to communicate with these new owners regarding their water rights, and their option to intervene.
- Uploaded documents to the Dropbox site.

### **Miscellaneous Activities/Information:**

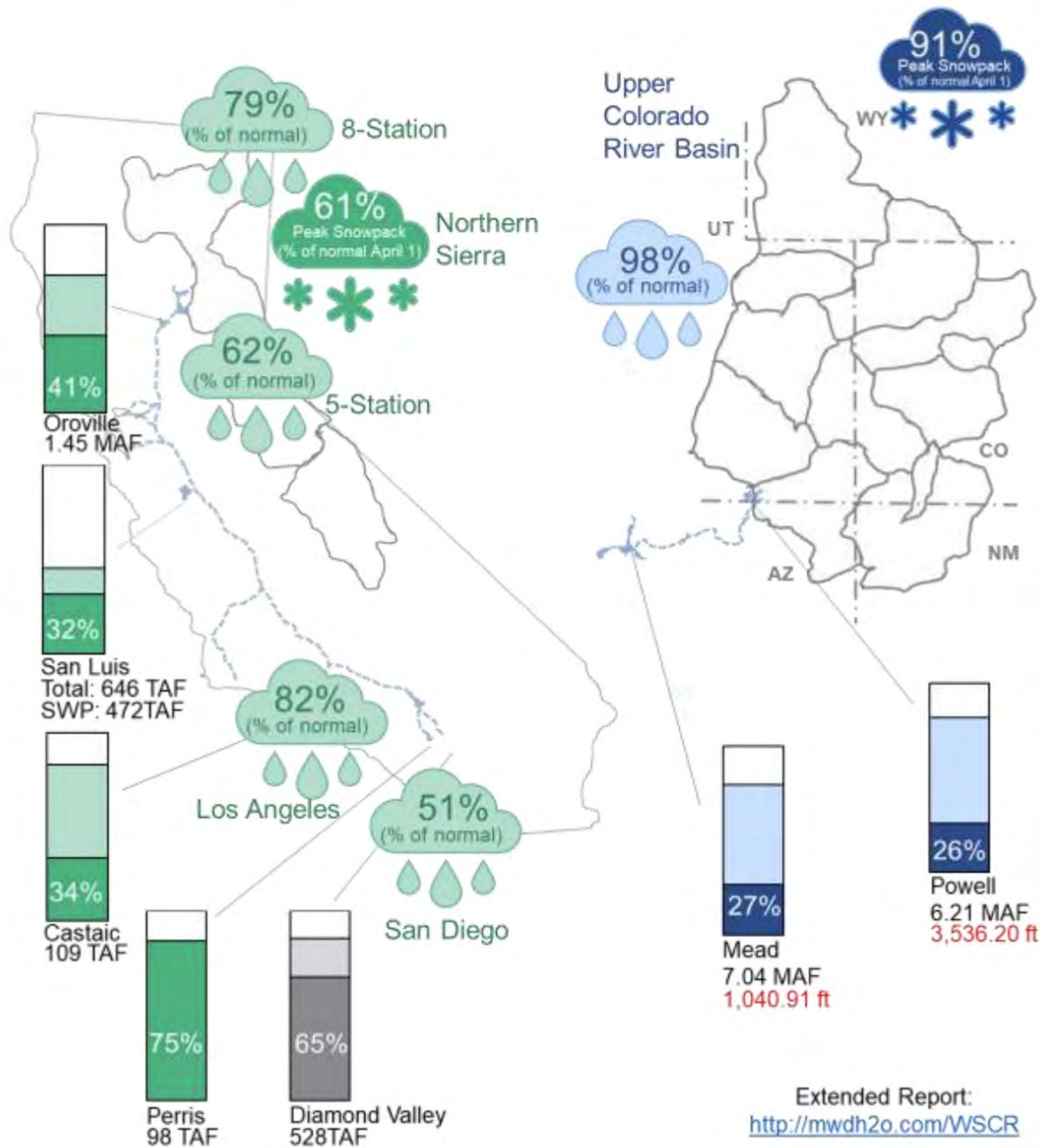
- We have had problems in the past using The GoToMeeting virtual meeting platform, and some of our Board Members and/or general public participants were not able to connect remotely at some of our previous meetings. Starting this month, we will be using the Zoom platform for our virtual conference calling.
- City of Hemet Well 12 rehab was delayed. The well is expected to be put online in early September.
- LHMWD Bautista pond construction project is complete.
- Depth to water at EMWD Well 92 is at 650 feet. Well may require some repairs.
- EMWD expects to award construction of the treatment facility for wells 201-203 and 205 (located at Hewitt and Evans) in November of 2022.
- EMWD has replaced the K-rat bridge for the Grant Avenue recharge ponds.
- A summary of the State's water resources conditions as of July 31, 2022 (prepared as part of the MWD General Manager's August 2022 Report to MWD Board) is attached.

## State Water Project Resources

SWP Table A – 5% - 95,575 AF

## Colorado River Resources

Projected CRA Diversions – 1,117,000 AF

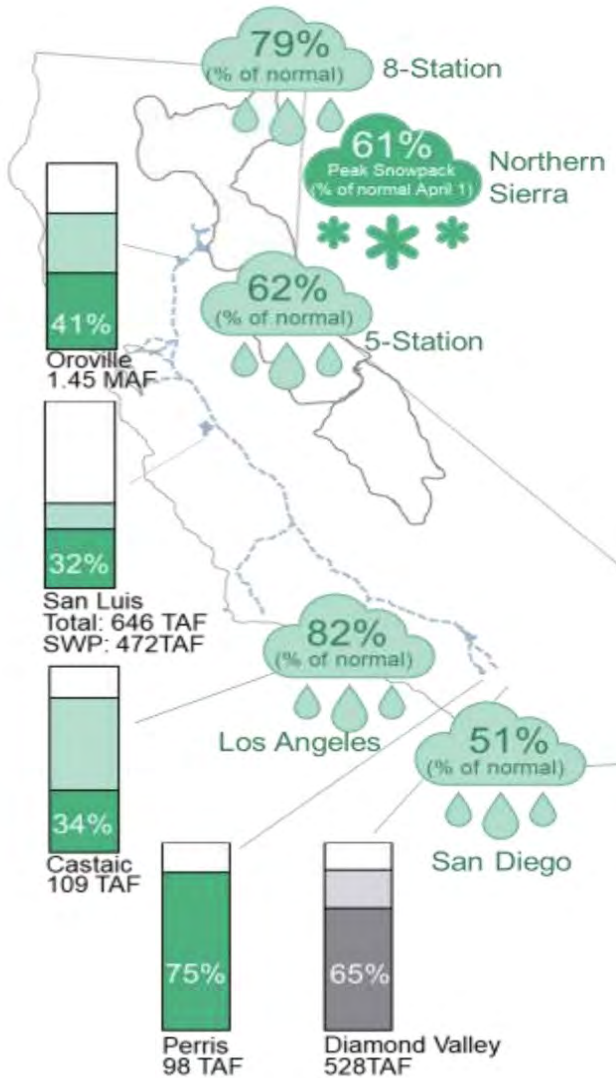


As of July 31, 2022

**Water Supply Conditions as of July 31, 2022**

**State Water Project Resources**

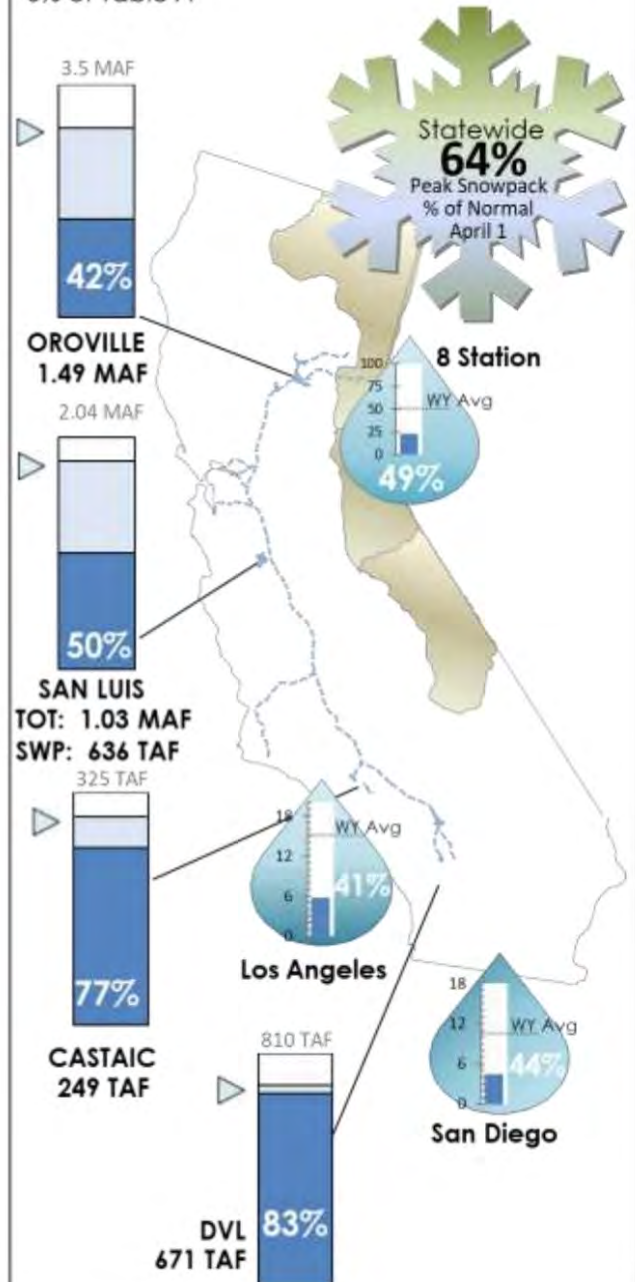
SWP Table A – 5% - 95,575 AF



**Water Supply Conditions as of April 30, 2022**

**2021 SWP Allocation**

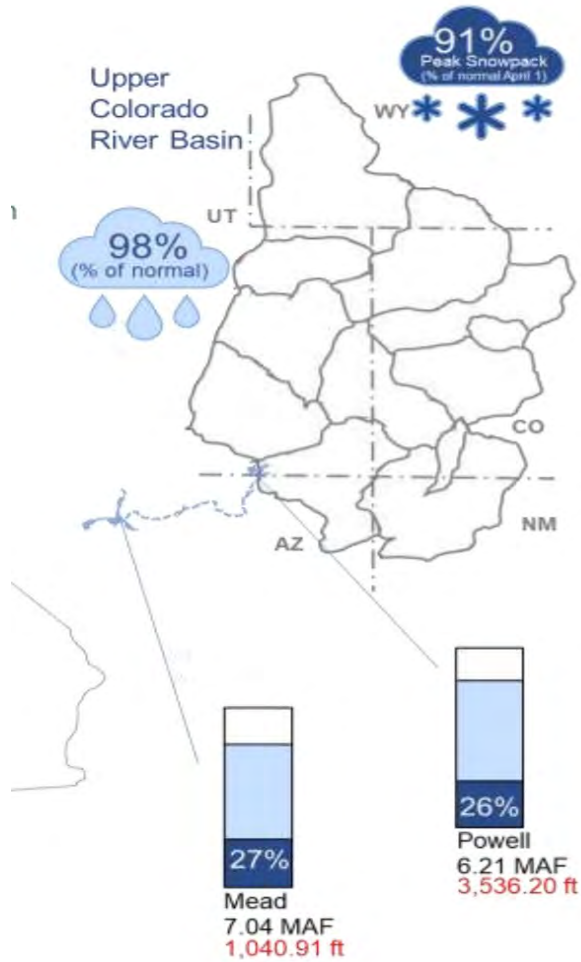
95,575 AF  
5% of Table A



**Water Supply Conditions as of July 31, 2022**

## Colorado River Resources

Projected CRA Diversions – 1,117,000 AF

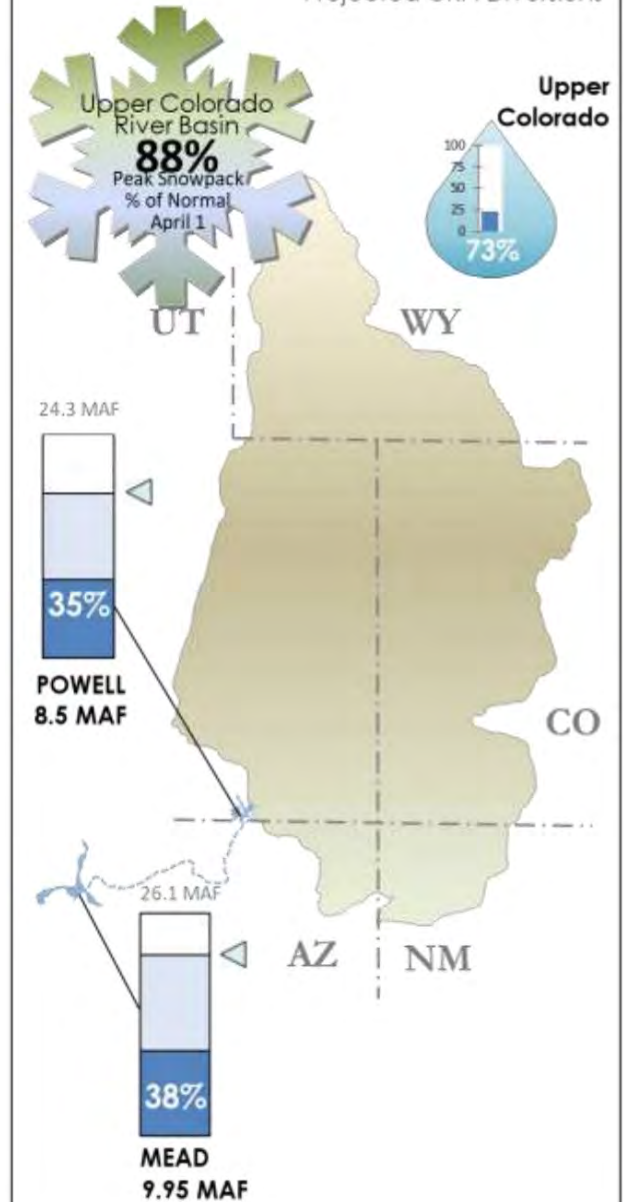


Extended Report:  
<http://mwdh2o.com/WSCR>

**Water Supply Conditions as of April 30, 2022**

## 2021 Colorado River

1,073,000 AF  
 Projected CRA Diversions



**Hemet-San Jacinto Watermaster Board of Directors Meeting**  
**Eastern Municipal Water District**  
**May 23, 2022**

The Watermaster Board of Directors met in Regular Session in the Board Room at EMWD Headquarters, 2270 Trumble Road, Perris, California, on Monday, May 23, 2022, and online via GoToMeeting. The meeting was called to order by Chair Krupa at 4:00 p.m.

Board Members Present: Linda Krupa, Chair  
Steve Pastor Vice – Chair  
Phil Paule, Secretary/Treasurer  
Brian Hawkins, Board Member – Remote

Board Members Absent: Bruce Scott, Board Member

Watermaster Staff Present: Thomas Bunn, Legal Counsel (Lagerlof LLP) - Remote  
Behrooz Mortazavi, Advisor (Water Resources Engineers)  
Michelle Mayorga, Executive Assistant (Water Resources Engineers)

EMWD Staff Present: Joe Mouawad, General Manager  
Nick Kanetis, Deputy General Manager - Remote  
Lanaya Alexander, Assistant General Manager PEC  
Matt Melendrez, Assistant General Manager of Operation - Remote  
John Adams, Chief Financial Officer – Remote  
David Garcia, Director of Water Operations - Remote  
Leighanne Kirk, Principal Water Resources Specialist  
Rachel Gray, Water Resources Planning Manager – Remote

Lake Hemet Staff Present: Mike Gow, General Manager - Remote

Other: Ali Taghavi, Consultant with Woodard & Curran - Remote

**Pledge of Allegiance**

The Pledge of Allegiance to the Flag was led by Mr. Pastor. Ms. Mayorga conducted the roll call. Mr. Scott was the only Board Member absent. All other Board Members were present.

**I. PUBLIC COMMENTS –*Speakers are requested to limit comments to 3 minutes.***

None

**II. ADDITIONS/DELETIONS TO AGENDA**

Action Item V. C. 2021 Financial Audit was Deferred

### **III. REPORTS**

#### **A. Board Members Comments/Questions/Reports**

None

#### **Advisor Report**

Mr. Mortazavi reported on recent Watermaster Activities. He informed the Watermaster Board that starting this month, Staff will streamline TAC and Watermaster Board minutes by including only Board actions and major discussions and copies of the audio files will be uploaded at the Watermaster's Dropbox site.

Attachment 1 shows the complete Advisor Report.

#### **B. Legal Counsel Report**

Mr. Bunn reported that the judge who currently assigned to the Watermaster has been confirmed as a Federal District Judge. A new Judge will be assigned to the Watermaster.

#### **C. Treasurer Report**

Messrs. Mortazavi and Paule reviewed the Treasurer Report with the Board. Attachment 2 shows the complete Treasurer Report.

### **IV. CONSENT CALENDAR**

#### **A. Approval of Meeting Minutes – February 28, 2022, Regular Board Meeting**

Recommendation: Adopt a motion to approve the Consent Calendar.

Motion: Paule

Seconded: Pastor

Ayes: Krupa, Hawkins

Noes:

Abstain:

Absent: Scott

Motion Passes

Attachment 3 shows a copy of the February 28, 2022, Board Meeting Minutes.

### **V. ACTION ITEMS**

#### **A. Consideration to Approve Resolution 9.7 RE Administrative Assessment for 2022**

Recommendation: Adopt a motion to Approve Resolution 9.7 setting the Administrative Assessment for 2022 at \$35 per acre-foot.

Motion: Pastor

Seconded: Paule

Ayes: Krupa, Hawkins

Noes:

Abstain:

Absent: Scott

Motion Passes

Attachment 4 shows complete presentation.

**B. Groundwater Storage Change Calculations**

Recommendation: Receive and file estimated storage change between the years 2020 and 2021.

Motion: Pastor  
Seconded: Hawkins  
Ayes: Krupa, Paule

Noes:  
Abstain:  
Absent: Scott

Attachment 5 shows complete presentation.

**C. 2021 Financial Audit**

This Item was Deferred.

**D. 2021 Annual Report**

Mr. Mortazavi presented major information that is included in the Annual Report. Attachment 6 shows complete presentation.

Mr. Paule was very unhappy with the Staff and the Financial Auditors for not completing the Financial Audit Report in time for inclusion in the Annual Report. Mr. Paule indicated he does not feel comfortable to approve the Annual Report when the Financial Audit is not complete.

Ms. Krupa would like to change the Staff recommendation for this item and have this item brought back to the Watermaster Board on August 22, 2022.

Ms. Krupa made the Motion to pull this item and have Staff bring it back to the Watermaster Board on August 22, 2022.

Motion: Krupa  
Seconded: Paule  
Ayes: Pastor, Hawkins

Noes:  
Abstain:  
Absent: Scott

**VI. INFORMATIONAL ITEMS/CORRESPONDENCE**

**A. Groundwater Modeling Results - Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.**

Mr. Taghavi, Consultant with Woodard & Curran made the Groundwater Modeling Results presentation.

Attachment 7 shows complete presentation.

**B. Safe Yield Estimate Update**

Mr. Mortazavi presented the Safe Yield Estimated update presentation.

All board members were in agreement with the Advisors recommendation.

Attachment 8 shows complete presentation.

**C. Future Agenda Items**

Ms. Krupa asked Legal Counsel if streamlining the Minutes as was recommended by the Advisor during his report (Item III-A) requires any Board Action. Mr. Bunn responded that no Board action is required.

**VII. CLOSED SESSION**

None

**VIII. ADJOURNMENT**

There being no further business to come before the Board; Ms. Krupa adjourned the meeting at 5:45 p.m., to be reconvened on Monday, August 22, 2022, at 4:00 p.m. (Adjourned Regular Meeting).



**HEMET-SAN JACINTO WATERMASTER  
FINANCIAL STATEMENTS  
YEAR ENDED DECEMBER 31, 2021**



WEALTH ADVISORY | OUTSOURCING  
AUDIT, TAX, AND CONSULTING

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**HEMET-SAN JACINTO WATERMASTER  
TABLE OF CONTENTS  
YEAR ENDED DECEMBER 31, 2021**

<b>INDEPENDENT AUDITORS' REPORT</b>	<b>1</b>
<b>BOARD OF DIRECTORS</b>	<b>4</b>
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	<b>5</b>
<b>FINANCIAL STATEMENTS</b>	
<b>STATEMENT OF NET POSITION</b>	<b>11</b>
<b>STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION</b>	<b>12</b>
<b>STATEMENT OF CASH FLOWS</b>	<b>13</b>
<b>NOTES TO FINANCIAL STATEMENTS</b>	<b>14</b>
<b>OTHER INDEPENDENT AUDITORS' REPORT</b>	
<b>INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i></b>	<b>19</b>



## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Hemet-San Jacinto Watermaster  
Corona, California

### Report on the Audit of the Financial Statements

#### **Opinion**

We have audited the accompanying financial statements of Hemet-San Jacinto Watermaster (the Watermaster) as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise Watermaster's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Watermaster as of December 31, 2021, and the changes in its financial position, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Watermaster and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Watermaster's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Watermaster's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Watermaster's ability to continue as a going concern for a reasonable period of time.

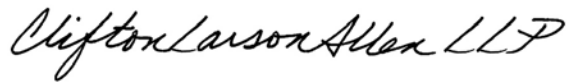
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated May 26, 2022, on our consideration of the Watermaster's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Watermaster's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Watermaster's internal control over financial reporting and compliance.



**CliftonLarsonAllen LLP**

Glendora, California  
May 26, 2022

**BOARD OF DIRECTORS**

**HEMET-SAN JACINTO WATERMASTER  
BOARD OF DIRECTORS  
DECEMBER 31, 2021**

Linda Krupa  
Steven Pastor  
Philip E. Paule  
Bruce Scott  
Alonso Ledezma

Chair  
Vice Chair  
Secretary/Treasurer  
Member  
Member

## **MANAGEMENT'S DISCUSSION AND ANALYSIS**



**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

This discussion and analysis of Hemet-San Jacinto Watermaster's (the Watermaster) financial performance provides an overview of Watermaster's financial activities for the fiscal year ended December 31, 2021. Please read it in conjunction with Watermaster's audited financial statements, which immediately follow this section.

**Introduction and Background**

Watermaster was formed on April 18, 2013 in a judgement by the Riverside County Superior Court (case number 1207274). The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future safe yields to ensure long-term sustainability of the basins within the Management Plan Area. The participating municipal agencies are the Eastern Municipal Water District, the Lake Hemet Municipal Water District, and the cities of Hemet and San Jacinto. The stipulated judgement establishes and prioritizes water rights, provides a physical way to eliminate overdrafts, and protects the water rights of the Soboba Band of Luiseño Indians.

Watermaster, established by the Stipulated Judgment, is a board composed of one elected official and one alternate selected by each of the Public Agencies and one Private Pumper representative and one alternate selected by the participating Private Pumpers. The Stipulated Judgment also provides for a Technical Advisory Committee (TAC) composed of such managerial and technical representatives from the individual parties. Day-to-day activities are managed by the Advisor to Watermaster (Advisor). The Advisor is responsible for the administration and operation of the Management Plan Area under the provisions of the Stipulated Judgment and evaluates and analyzes data collected in the Management Plan Area, develops conclusions based thereon, and makes recommendations to the Watermaster Board. Watermaster retains independent legal counsel to provide legal advice as Watermaster may direct.

The powers and duties of Watermaster include making rules and regulations necessary for its own operation as well as for the implementation of the Water Management Plan (Plan) and the Stipulated Judgment; the Physical Solution; and, planning to accomplish the goals of the Stipulated Judgment; purchase of water for recharge; data collection; levying, billing and collection of all assessments provided for under the Stipulated Judgment; record keeping; and reporting to the Court.

On July 29, 2013, Watermaster agreed to assume the responsibility of paying the "Subsidy" set between the Four Agencies (EMWD, LHMWD, Cities of Hemet and San Jacinto) and two agricultural pumpers (The Scott Brothers Dairy and Rancho Casa Loma) using revenues from the Administrative Assessments. The Subsidy is the difference between EMWD's prevailing tertiary-treated recycle water rate and the price paid to EMWD by the two agricultural pumpers. The annual Subsidy payments made to EMWD are reflected on the Watermaster Budget as the In-lieu Program Agreement line item.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

**Financial Highlights**

- Total assets increased as of December 31, 2021 by \$87,575 compared to 2020 and consisted of cash and cash equivalents and accounts receivable.
- Total liabilities increased as of December 31, 2021 by \$20,928 compared to 2020 and consisted of accounts payable and accrued liabilities.
- Watermaster ended the year with a net position of \$1,281,963, an increase from 2020 of \$66,647.
- Current year assessments were \$723,420 compared to \$798,782 in the prior year.
- Operating expenses were \$517,683 compared to \$396,140 in the prior year.
- For the year ended December 31, 2021, Watermaster recorded an increase in net position of \$66,647 compared to an increase in net position of \$242,642 for the year ended December 31, 2020.

**Financial Management and Control**

Watermaster is responsible for establishing and maintaining an internal control structure designed to ensure that assets are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP).

CliftonLarsonAllen LLP, Certified Public Accountants, performs an independent audit of the financial statements in accordance with auditing standards generally accepted in the United States of America (GAAS).

**Basic Financial Statements**

Financial statements are prepared in conformity with US GAAP and include amounts based upon reliable estimates and judgments. The financial statements include the Statement of Net Position; Statement of Revenues, Expenses and Change in Net Position; and the Statement of Cash Flows. The statements are accompanied by footnotes to clarify unique accounting policies and other financial information and required supplementary information. The assets, liabilities, revenues, and expenses are reported on a full-accrual basis.

The **Statement of Net Position** presents information on all assets and liabilities, with the difference between the two representing net position. Assets and Liabilities are classified as current or noncurrent although as of December 31, 2021 all assets and liabilities are current. Changes within the year in total net position as presented on the Statement of Net Position are based on the activity presented on the Statement of Revenues, Expenses, and Change in Net Position.

The **Statement of Revenues, Expenses, and Change in Net Position** presents information showing total revenues versus total expenses and how net position changed during the fiscal year. All revenues earned and expenses incurred during the year are required to be classified as either "operating" or "nonoperating." For the current year, all expenses incurred are considered to be operating. All revenues

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

and expenses are recognized as soon as the underlying event occurs, regardless of timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in the disbursement or collection of cash during future fiscal years (e.g., the expense associated with changes in claim liability involving cash transactions beyond the date of the financial statements).

The **Statement of Cash Flows** presents the changes in cash and cash equivalents during the fiscal year. This statement is prepared using the direct method of cash flow. The statement breaks the sources and uses of cash and cash equivalents into three categories:

- Operating activities
- Investing activities
- Financing activities

The routine activities appear in the operating activities, while receipts from investments comprise the investing activities. Watermaster does not have any sources and uses of cash and cash equivalents that are categorized as financing activities as of December 31, 2021.

The **Notes to the Financial Statements** provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes describe the nature of operations and significant accounting policies as well as clarify unique financial information.

**Condensed Financial Statements**

**Condensed Statements of Net Position**

	Balance as of		Increase/ (Decrease)
	December 31, 2021	December 31, 2020	
<b>TOTAL ASSETS</b>	\$ 1,687,242	\$ 1,599,667	\$ 87,575
<b>TOTAL LIABILITIES</b>	\$ 405,279	\$ 384,351	\$ 20,928
<b>TOTAL NET POSITION</b>	\$ 1,281,963	\$ 1,215,316	\$ 66,647

Total assets increased by \$87,575 primarily due to a increase cash that was offset by an decrease in accounts receivable. Total liabilities increase \$20,928, primarily due to an increase in accrued liabilities that was offset by a decrease in the In-Lieu Agreement.

Net position may serve over time as a useful indicator of a government's financial position. In the case of Watermaster, assets of Watermaster exceeded liabilities by \$1,281,963 for the year ended December 31, 2021, reflecting an increase in net position of \$66,647 compared to 2020.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

**Condensed Statements of Revenues, Expenses, and Changes in Net Position**

	Year Ended December 31,		Increase/ (Decrease)
	2021	2020	
<b>OPERATING REVENUES</b>	\$ 723,420	\$ 798,782	\$ (75,362)
<b>OPERATING EXPENSES</b>	517,683	396,140	121,543
<b>NONOPERATING EXPENSES</b>	<u>139,090</u>	<u>160,000</u>	<u>(20,910)</u>
<b>CHANGE IN NET POSITION</b>	66,647	242,642	(175,995)
Net Position - Beginning of Year	<u>1,215,316</u>	<u>972,674</u>	<u>242,642</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 1,281,963</u></u>	<u><u>\$ 1,215,316</u></u>	<u><u>\$ 66,647</u></u>

As of December 31, 2021, Watermaster's total operating revenues exceeded its total expenses, resulting in an increase in net position of \$66,647. Overall, expenses related to the Groundwater Monitoring Program. Overall, Watermaster experienced a decrease in assessment revenues due to a decrease in the assessment rate to \$35 per acre-foot charge, partially offset by an increase in the quantity of water assessed in 2021 when compared to 2020.

*Operating Revenues*

Operating revenues for Watermaster come from municipal agencies based on an administrative assessment. Each municipal agency contributes a \$35 per acre-foot charge levied for each acre-foot of adjusted Base Production Rights pumped.

*Nonoperating Revenues*

Nonoperating revenues consist of interest earned on cash and cash equivalents held by a financial institution.

*Operating Expenses*

Operating expenses consist of costs incurred in connection with the monitoring and advisory services incurred in the operations of Watermaster as well as other related studies. In addition, Watermaster incurs general administrative, professional, and legal services related to the ongoing activities of Watermaster which are not part of the advisory services.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

*Nonoperating Revenues/Expenses*

Nonoperating revenues/expenses consist of interest income and costs incurred in connection with the in-lieu agreement.

**Budgetary Highlights**

The Board of Directors approves the budget and establishes the administrative assessment. The preliminary budget is brought to the August board meeting. Any subsequent changes in assumptions or projections are incorporated in the final budget and presented to the Board of Directors at the November meeting.

The following summary shows the comparative information and variance of budget versus actual revenues and expenses.

	Approved Budget	Actual	Favorable/ (Unfavorable)
<b>OPERATING REVENUES</b>			
Assessments	\$ 645,140	\$ 723,420	\$ 78,280
<b>OPERATING EXPENSES</b>			
Groundwater Monitoring	191,700	191,602	98
Special Project - Groundwater Modeling	95,000	94,897	103
Advisor	182,000	185,268	(3,268)
Dewatering	31,300	-	31,300
Database/Mapping	5,250	5,000	250
Legal Services	15,000	14,604	396
Financial Support Services	9,000	9,159	(159)
Administrative Support	12,000	9,260	2,740
Insurance, Supplies, and Other	10,000	7,893	2,107
Total Operating Expenses	<u>551,250</u>	<u>517,683</u>	<u>33,567</u>
<b>NONOPERATING EXPENSES</b>			
In-Lieu Agreement	<u>215,400</u>	<u>139,090</u>	<u>76,310</u>
Total Nonoperating Expenses	<u>215,400</u>	<u>139,090</u>	<u>76,310</u>
<b>TOTAL EXPENSES</b>	<u>766,650</u>	<u>656,773</u>	<u>109,877</u>
<b>CHANGE IN NET POSITION</b>	(121,510)	66,647	188,157
Net Position - Beginning of Year	<u>1,215,316</u>	<u>1,215,316</u>	<u>-</u>
<b>NET POSITION - END OF YEAR</b>	<u>\$ 1,093,806</u>	<u>\$ 1,281,963</u>	<u>\$ 188,157</u>

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2021**

**Description of Facts or Conditions that are expected to have a Significant Effect on Financial Position or Results of Operations**

Management is unaware of any facts or conditions which could have a significant impact on Watermaster's current financial position or foreseeable operating results. Watermaster is currently recording operating expenses in excess of assessment revenues and is utilizing reserve funds to meet its obligations. In addition, Watermaster will continue to evaluate the feasibility of various monitoring and program studies in order to commit resources in line with assessment revenue.

**Contacting Watermaster Financial Management**

The financial report contained herein is designed to provide a general overview of the finances, activities, and operations of Watermaster. To obtain additional information, please feel free to contact the Hemet-San Jacinto Watermaster at 714-794-5520.

## **FINANCIAL SECTION**

**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF NET POSITION  
DECEMBER 31, 2021**

**ASSETS**

Cash and Cash Equivalents	\$ 1,447,872
Accounts Receivable	<u>239,370</u>
Total Assets	<u><u>\$ 1,687,242</u></u>

**LIABILITIES AND NET POSITION**

**LIABILITIES**

Accounts Payable	\$ 23,129
Accrued Liabilities	242,072
In-Lieu Agreement	<u>140,078</u>
Total Liabilities	405,279

**NET POSITION**

Unrestricted	<u>1,281,963</u>
Total Net Position	<u><u>1,281,963</u></u>
Total Liabilities and Net Position	<u><u>\$ 1,687,242</u></u>

See accompanying Notes to Financial Statements.



**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
YEAR ENDED DECEMBER 31, 2021**

<b>OPERATING REVENUES</b>	
Assessments	\$ 723,420
<b>OPERATING EXPENSES</b>	
Groundwater Monitoring	191,602
Special Project - Groundwater Modeling	94,897
Advisor	185,268
Database/Mapping	5,000
Legal Services	14,604
Financial Support Services	9,159
Administrative Support	9,260
Insurance, Supplies, and Other	7,893
Total Operating Expenses	<u>517,683</u>
<b>OPERATING INCOME</b>	205,737
<b>NONOPERATING REVENUES (EXPENSES)</b>	
Interest Income	988
In-Lieu Agreement	<u>(140,078)</u>
Total Nonoperating Expenses	<u>(139,090)</u>
<b>CHANGE IN NET POSITION</b>	66,647
Net Position - Beginning of Year	<u>1,215,316</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 1,281,963</u></u>

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF CASH FLOWS  
YEAR ENDED DECEMBER 31, 2021**

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from Customers	\$ 917,695
Payments to Suppliers and Vendors	(476,833)
Net Cash Provided by Operating Activities	<u>440,862</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
In-Lieu	(160,000)
Interest	988
Net Cash Used by Investing Activities	<u>(159,012)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	281,850
Cash and Cash Equivalents - Beginning of Year	<u>1,166,022</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u><u>\$ 1,447,872</u></u>
<b>RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	
Operating Income	\$ 205,737
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Changes in Operating Assets and Liabilities:	
Accounts Receivable	194,275
Accounts Payable	6,878
Accrued Expenses	<u>33,972</u>
Net Cash Provided by Operating Activities	<u><u>\$ 440,862</u></u>

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Hemet-San Jacinto Watermaster (the Watermaster) was formed on April 18, 2013 in a judgement by the Riverside County Superior Court (case number 1207274). The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future same yields to ensure one long-term sustainability of the basins within the Management Plan Area. The participating municipal agencies are the Eastern Municipal Water District, the Lake Hemet Municipal Water District, and the cities of Hemet and San Jacinto. The Stipulated Judgement establishes and prioritizes water rights, provides a physical way to eliminate overdrafts, and protects the water rights of the Soboba Band of Luiseño Indians.

On July 29, 2013, Watermaster agreed to assume the responsibility of paying the "Subsidy" set between the Four Agencies (EMWD, LHMWD, Cities of Hemet, and San Jacinto) and two agricultural pumpers (The Scott Brothers Dairy and Rancho Casa Loma) using revenues from the Administrative Assessments. The Subsidy is the difference between EMWD's prevailing tertiary-treated recycle water rate and the price paid to EMWD by the two agricultural pumpers. The annual Subsidy payments made to EMWD are reflected on the Watermaster Budget as the In-lieu Program Agreement line item.

**Basis of Accounting and Measurement Focus**

Watermaster reports its activities as an enterprise fund, which is used to account for operations that are financed and operated in a manner similar to a private business enterprise. Revenues and expenses are recognized on the full accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the period incurred, regardless of when the related cash flows take place.

Operating revenues and expenses, such as Watermaster assessments, result from exchange transactions associated with the principal activity of the agency. Exchange transactions are those in which each party receives and gives up essentially equal values. The principal operating revenues of Watermaster are regulatory assessments to participating municipal water right holders.

**Fund Accounting**

The accounts of Watermaster are organized on the basis of an enterprise fund, the operations of which are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, net position, revenues, and expenses. Watermaster's resources are allocated to and accounted for based upon the purpose for which they are spent and the means by which spending activities are controlled.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Fund Accounting (Continued)**

Net position is categorized as follows:

***Net Investment in Capital Assets*** – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category. By order of the Stipulated Judgment, Watermaster may not invest in any infrastructure. As of December 31, 2021, Watermaster did not have any net investment in capital assets.

***Restricted Net Position*** – This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. As of December 31, 2021, Watermaster did not have any restricted net position.

***Unrestricted Net Position*** – This category represents net position of Watermaster, not restricted for any project or other purpose.

Watermaster considers restricted amounts to have first been spent when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

**Cash and Cash Equivalents**

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash and cash equivalents at December 31, 2021 consisted of cash deposited with a financial institution.

**Accounts Receivable**

Watermaster considers accounts receivable to be fully collectible. Receivables are assessments due from participating municipal agencies.

**Classification of Revenues**

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as nonoperating revenues.

Operating revenues for Watermaster consist of administrative assessment fees from municipal agencies. Each municipal agency currently contributes \$35 per acre-foot charge levied for each acre-foot of adjusted Base Production Rights pumped.

Nonoperating revenues for Watermaster consist of interest earned. Operating expenses are those expenses that are essential to the primary operations of the fund.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE 2 CASH AND INVESTMENTS**

On December 31, 2021, Watermaster had cash held in deposit accounts in a financial institution of \$1,543,565. Cash and investments are presented in the accompanying basic financial statements as cash and cash equivalents of \$1,447,872.

**Investments Authorized by the California Government Code and Watermaster's Investment Policy**

The table shown herein identifies the investment types that are authorized by Watermaster in accordance with the California Government Code (the Code). The table also identifies certain provisions of the Code that address interest rate, credit risk and concentration of credit risk.

<u>Authorized Maximum Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Negotiable Certificates of Deposit	5 Years	30%	\$ 250,000
California Local Agency Investments Fund (LAIF)	N/A	None	None

**Investment Valuation**

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that the Governmental Accounting Standards Board requires or permits in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. As of December 31, 2021, Watermaster had no investments subject to fair value measurements under the fair value hierarchy as described above.

**Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The Code, and Watermaster's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 2 CASH AND INVESTMENTS (CONTINUED)**

**Custodial Credit Risk (Continued)**

The Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the government unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. Of the bank balances, up to \$250,000 as of December 31, 2021 is federally insured and the remaining balance is collateralized in accordance with the Code; however, the collateralized securities are not held in Watermaster's name. As of December 31, 2021, Watermaster was fully compliant with the Code and its internal investment policy.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-leader) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Code and Watermaster's investment policy contain legal and policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the Local Agency Investment Fund).

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that Watermaster may manage its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio matures or comes close to maturity evenly over time as necessary to provide cash flow requirements and liquidity needed for operations.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

**Concentration of Credit Risk**

The investment policy of Watermaster contains limitations on the amount that can be invested in any one issuer beyond that stipulated by the Code. There are no investments in any one issuer that represent 5% or more of total Watermaster's investments.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 3 TRANSACTIONS WITH RELATED PARTY**

The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future same yields to ensure one long-term sustainability of the basins within the Management Plan Area. One of the participating municipal agencies is the Eastern Municipal Water District (EMWD). In July 2013, Watermaster entered into an agreement with EMWD wherein EMWD agreed to provide services including administrative, financial, and technical support services (the Support Services Agreement). Prior to the establishment of Watermaster through the Stipulated Judgment entered on April 18, 2013, EMWD had previously entered into agreements with municipal groundwater producers currently parties to the Stipulated Judgment to provide groundwater and surface water monitoring in the Hemet-San Jacinto Management Plan Area for the years 2004 through 2013.

The Support Services Agreement provides that support services requested by Watermaster shall be set forth in Task Orders and that compensation for the Task Orders shall be based on a Rate Schedule provided by EMWD setting forth the time and material rates and charges then in effect for services provided by EMWD and/or subcontractors. The Agreement terminates on December 31, 2022 and management believes the Agreement will be extended by the mutual consent of Watermaster and EMWD.

Watermaster may utilize other providers for the services currently provided by EMWD. During the year ended December 31, 2021, Watermaster had accrued expenses of \$140,078 for In-Lieu program and \$191,602 for Groundwater Monitoring and \$94,897 for Special Project – Groundwater Modeling services from EMWD. The liability to EMWD is included in accrued expenses reported in the financial statements.

**OTHER INDEPENDENT AUDITORS' REPORT**





**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors  
Hemet-San Jacinto Watermaster  
Corona, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Hemet-San Jacinto Watermaster (the Watermaster), as of and for the year ended December 31, 2021, and the related notes to the financial statements, which collectively comprise Watermaster's basic financial statements, and have issued our report thereon dated May 26, 2022.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Watermaster's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Watermaster's internal control. Accordingly, we do not express an opinion on the effectiveness of Watermaster's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Watermaster’s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



**CliftonLarsonAllen LLP**

Glendora, California  
May 26, 2022

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor. CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See [nexia.com/member-firm-disclaimer](https://www.nexia.com/member-firm-disclaimer) for details. **CliftonLarsonAllen LLP**





# WOODARD & CURRAN TERMS & CONDITIONS

## CONSULTING SERVICES TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated August 15, 2022 ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran, Inc. ("Consultant"), with an address of 801 T St, Sacramento, CA 05811, and Hemet-San Jacinto Watermaster ("Client"), with an address of c/o Water Resources Engineers; 1295 Corona Pointe Court; Suite 104; Corona, CA 92879, with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Consultant desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

### 1. Scope of Services

Consultant, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Consultant's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

### 2. Consultant's Responsibilities

Consultant shall be responsible for the following:

- 2.1 Consultant will perform all work in accordance with the attached Scope of Services. Consultant may not subcontract any part of the work without written authorization from the Client.
- 2.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performances of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
- 2.3 Consultant shall comply with all laws and regulations applicable to Consultant's performance of the Scope of Services.
- 2.4 The project manager who will act as Consultant's representative with respect to services to be rendered under this Agreement is Reza Namvar.

- 2.5 Consultant shall have all licenses and permits required to perform the Scope of Services.

### 3. Client's Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- 3.1 Designated person to act as Client's representative with respect to the services to be rendered under this Agreement is Dr. Behrooz Mortazavi (Watermaster Advisor). Dr. Mortazavi has complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Consultant's services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations which Client will require to be included in any report and products prepared by the Consultant.
- 3.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the services of Consultant; and give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Consultant's services.
- 3.5 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.6 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA) pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.



# WOODARD & CURRAN

## TERMS & CONDITIONS

### 4. Subcontracts

- 4.1 If requested by Client, the Consultant will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Consultant, and the Consultant will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Consultant will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Consultant may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

### 5. Billing and Payment

- 5.1 Consultant agrees to provide necessary services required to complete the work described in the Scope of Services, attached as Exhibit A, for an amount not to exceed \$24,200.
- 5.2 The cost of services for the attached scope of work shall be in accordance with the Cost Schedule in the attached Exhibit A.
- 5.3 Invoices submitted by Consultant shall show rates, hours, and costs as reflected on the attached Cost Schedule.
- 5.4 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the Scope of Services or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period. Payment may be issued by check or electronic transfer as follows:

By Check:  
Woodard & Curran, Inc.  
PO Box 983122  
Boston, MA 02298-3112

By Electronic Transfer:  
TD Bank  
ABA: 211274450  
Account Number: 2428214338

- 5.5 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from sixty (60) days after the date payment is due at the rate of one and one

half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

- 5.6 Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:
  - 5.6.1 transportation and living expenses incurred in connection with travel on behalf of the Client;
  - 5.6.2 overnight or priority postage and costs for special handling of documents;
  - 5.6.3 renderings and models requested by the Client;
  - 5.6.4 expense of overtime work requiring higher than regular rates;
  - 5.6.5 expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Consultant and Consultant's consultants;
  - 5.6.6 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
  - 5.6.7 use of company field vehicle will be charged according to Consultant's current rates;
  - 5.6.8 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
  - 5.6.9 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
  - 5.6.10 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.7 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.8 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant



# WOODARD & CURRAN

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## TERMS & CONDITIONS

be contingent upon financing arrangements or receipt of payment from any third party.

5.9 If the Client fails to make payment when due Consultant for services or Reimbursable Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

5.10 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If, after sixty (60) days, the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.5 of this Agreement.

5.11 If circumstances or conditions not originally contemplated or known to Consultant are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents; (vi) additional program, feasibility or planning studies for this or other Project sites; or (vii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

### 6. Ownership and Use of Documents

6.1 All documents including drawings and specifications prepared or furnished by Consultant pursuant to this Agreement are instruments of service in respect of the Project and Consultant and Client shall retain a joint ownership and property interest therein whether or not the Project is completed. Client has full authority to take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on

extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants from and for all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.

6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

### 7. Limitation of Liability

7.1 To the greatest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Consultant or Consultant's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Consultant's applicable insurance policy limits set forth herein.

7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

### 8. Insurance

8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$2,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Consultant waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or



# WOODARD & CURRAN TERMS & CONDITIONS

its contractor. The Client shall require a similar waiver from any contractor.

## 9. Indemnification Hold Harmless

- 9.1 Consultant agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

## 10. Delays/Force Majeure

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

- 10.2 COVID-19: As a result of the global COVID-19 pandemic, Woodard & Curran may experience supply chain disruptions and/or interruptions, travel restrictions and other limitations that may impact its ability to perform hereunder. In addition, Woodard & Curran has been and will continue to implement necessary health & safety procedures in response to the pandemic. As a result, there could be a delay in the provision of services and/or goods, including but not limited to the delay of work product deliverables, product and spare part deliveries and installations, maintenance and repair work, and technical support,**

**among others. Woodard & Curran will take reasonable steps to try to mitigate the effect that this pandemic – force majeure event - may have; however, based on the breadth and extent of this event, both parties acknowledge and agree that Woodard & Curran cannot be held responsible for any anticipated performance, performance milestone dates, delays, and/or additional costs as a result thereof. The Client acknowledges and accepts these risks.**

## 11. Notice

- 11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after being mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.

## 12. Dispute Resolution

- 12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy (if such a level exists) shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.
- 12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this



# WOODARD & CURRAN

## TERMS & CONDITIONS

clause are confidential and shall be treated as compromise and settlement negotiations and mediation discussions for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

### 13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

### 14. Health and Safety

14.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant and Client may

terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

14.2 Consultant will not implement or be responsible for health or safety procedures other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Consultant's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

### 15. Environmental Conditions and Subsurface Risks

15.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

15.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

15.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

15.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project





# WOODARD & CURRAN

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## TERMS & CONDITIONS

site with consideration for the available information regarding existing hazards.

15.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

15.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

15.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

15.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by

Client or by any other party, or which could not have been reasonably identified by Consultant.

### 16. Samples

16.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

16.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

### 17. Miscellaneous

17.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the State of California, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

17.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

17.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall



# WOODARD & CURRAN

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## TERMS & CONDITIONS

assign, sublet or transfer any interest in this Agreement without the written consent of the other.

17.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

17.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

17.7 Any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as an consultant and represents its best judgment as an experienced and qualified consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

17.8 This Agreement was jointly drafted and both parties had an opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

(Signatures on next page)



# WOODARD & CURRAN TERMS & CONDITIONS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

**CONSULTANT:**

**WOODARD & CURRAN, INC.**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Thereunto duly authorized

Date: \_\_\_\_\_

**CLIENT:**

Hemet-San Jacinto Watermaster

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Thereunto duly authorized

Date: \_\_\_\_\_

Via Electronic Mail

August 15, 2022



Mr. Behrooz Mortazavi  
Water Resources Engineers Inc.  
1315 Corona Pointe Courte, Suite 202  
Corona, CA 92879

**Re: Proposal for the Extension of SJFM2020 Simulation Period through CY 2020**

Dear Mr. Mortazavi:

Woodard & Curran is pleased to provide this proposal for services to extend simulation period and associated hydrology and operations data for the latest historical version of the San Jacinto Flow Model (SJFM2020) from December 2018 to December 2020 for the Hemet San Jacinto Water Management Area.

### **Scope of Work**

The model period extension will consist of meetings, data compilation and analysis, model data extension and input file update, and project management. The following four tasks will be conducted.

#### ***Task 1: Meetings***

This task includes one coordination meeting with the Watermaster Advisor, one meeting with the Watermaster Technical Advisory Committee, and one presentation to the Watermaster Board. It is assumed that the meetings will be virtual and not in-person.

#### ***Task 2: Compile and Analyze Data***

This task includes coordination with the Watermaster Advisor to collect data required for the model extension from respective entities.

#### ***Task 3: Update Model through Calendar Year 2020***

This task includes preparation of model input data, and verification and quality control of the data, and performing the historical model simulation. This task also includes updating the estimate of the basin yield based on the extended historical hydrologic period.

Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM 2020.



**Task 4: Project Management**

This task is for coordination of management of the project, invoicing, as well as preparation of progress report and invoice.

**Deliverables**

The following deliverables will be submitted:

- PowerPoint slides to brief the TAC and Watermaster Board on the work conducted

**Schedule**

Woodard & Curran assumes a three (3) month performance period for this scope of work.

**Assumptions**

This scope of work assumes:

1. The Watermaster will be responsible for collection of data on hydrology, water supply, groundwater production and recharge operations and from individual entities.
2. Data formats will be similar to those transmitted for previous model updates and extensions.
3. The latest calibrated version of the SJFM2020 model will be used. This scope does not include any changes and/or modifications and/or refinements of the model calibration.
4. Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM2020.
5. There is only one meeting scoped for interaction on the technical work with the Watermaster Advisor. This scope does not include any interaction and/or meetings with the member entities to discuss the details of the model update process, yield estimates and/or to address questions.

**Budget**

Work under this scope of work is to be completed with a budget not to exceed \$24,200.

Task	Budget
Task 1: Meetings	\$ 5,200
Task 2: Compile and Analyze Data	\$ 3,500
Task 3: Update Model through Calendar Year 2020	\$ 14,700
Task 4: Project Management	\$ 800
<b>Total</b>	<b>\$ 24,200</b>



The costs for each task should be considered as estimated guidelines only. Actual costs for any task may vary, but the total shall not be exceeded.

Thank you for the opportunity to submit our proposal on this project. We look forward to working with you. Should you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

WOODARD & CURRAN, INC.

Ali Taghavi, PhD, PE  
Sr Principal | Sr. Technical Practice Leader

Via Electronic Mail

August 10, 2022



Mr. Behrooz Mortazavi  
Water Resources Engineers Inc.  
1315 Corona Pointe Courte, Suite 202  
Corona, CA 92879

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2. Data formats will be similar to those transmitted for previous model updates and extensions.
3. The latest calibrated version of the SJFM2020 model will be used. This scope does not include any changes and/or modifications and/or refinements of the model calibration.
4. Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM 2020.
5. There is only one meeting scoped for interaction on the technical work with the Watermaster Advisor. This scope does not include any interaction and/or meetings with the member entities to discuss the details of the model update process, yield estimates and/or to address questions.

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Task 4: Project Management	\$ 800
<b>Total</b>	<b>\$ 24,200</b>





The costs for each task should be considered as estimated guidelines only. Actual costs for any task may vary, but the total shall not be exceeded.

Thank you for the opportunity to submit our proposal on this project. We look forward to working with you. Should you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

WOODARD & CURRAN, INC.

Ali Taghavi, PhD, PE  
Sr Principal | Sr. Technical Practice Leader

# Groundwater Model Safe Yield Re-calculation after Extension of Simulation Period through Year 2020

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## Why Model Period Extension Proposal is Discussed?

- **Concern Raised During Safe Yield Estimate Discussions:**

The Safe Yield estimates provided by the Model stops at 2018 and should have included 2019 and 2020 (two wet years).

Including 2019 and 2020 in the Safe Yield estimation is expected to provide different (slightly higher) Safe Yield estimates.

The proposed work will remove the above concern.

2

## Scope-Of-Work

- **Task 1 - Meetings:**
  - Total of 3 meetings – one with the Advisor during project development, one with TAC presenting technical outcome, and presentation of the results at the Watermaster Meeting.
- **Task 2 – Comply & Analyze**
  - Collect required data from respective entities (EMWD database)
- **Task 3 – Update Model Inputs**
  - Prepare moel input data, quality control of the date, and model simulation
- **Task 4 – Project Management**
  - Internal project management

3

## Scope-Of-Work

Task No.	Cost
Task 1	\$ 5,200
Task 2	\$ 3,500
Task 3	\$ 14,700
Task 4	\$ 800
<b>Totals</b>	<b>\$ 24,200</b>

4

## Recommendation

- **Consider Approving a Consulting Services Agreement with Woodard & Curran for an amount not-to-exceed \$24,200 for re-calculating the Safe Yield estimates after extension of the Model.**
- **Advisor will use revised Safe Yield estimates for any future recommendations to the Watermaster Board.**

5

## Questions...

6

# 2022 Updated Budget

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## Approved 2022 Budget

(Presented at November 22, 2021)

Budget Items	Approved 2022 Budget
<b>Areements</b>	
In-Lieu Program Agreement	\$198,500
<b>Coordinated Efforts with EMWD</b>	
Groundwater Monitoring Program	\$224,000
<b>Gravel Pit Cleanup Project</b>	
Dewatering	\$33,100
<b>Organization Operations &amp; Management</b>	
Financial Support Services	\$9,000
Legal Counsel Services	\$12,000
Advisor Services	\$190,000
Administrative Support Services	\$12,000
Insurance; Office Supplies; and Other Direct Costs	\$12,000
Database/Mapping Application Maintenance	\$5,250
<b>Additional Projects/Activities</b>	
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate (if needed)	\$25,000
<b>TOTALS</b>	<b>\$720,850</b>

2

## 2022 Activities/Projects

- Complete the 2021 Financial Audit plus Annual Report and file them with the Court. **Audit & Report are complete - Filing to be completed later**
- File the required 2021 information with DWR as part of the Sustainable Groundwater Management Act requirements. **Complete**
- Review and update the property owners list. **On Going - Several New owners need to be contacted**
- If required, set and initiate collection of Replenishment Assessment from the Parties. **Not required**
- Coordinated activities with EMWD/TAC:
  - 2022 Annual Report; **Data collection in process**
  - Implement Groundwater Monitoring Program Enhancement; **In Progress**
  - Initiate Gravel Pit dewatering project (if required); and **Not Required**
  - Complete Groundwater modeling work to revise Safe Yield estimates. **Complete**  
**Some additional work is recommended**
- Additional Project:
  - Evaluate revised Safe Yield estimates (if required). **Recommended**

3

## 2022 Budget

(Updated August 2022)

Budget Items	Approved 2022 Budget	Projected Updated 2022 Expenditures
<b>Areements</b>		
In-Lieu Program Agreement	\$198,500	\$ 180,000
<b>Coordinated Efforts with EMWD</b>		
Groundwater Monitoring Program	\$224,000	\$ 224,000
<b>Gravel Pit Cleanup Project</b>		
Dewatering	\$33,100	\$ 0
<b>Organization Operations &amp; Management</b>		
Financial Support Services	\$9,000	\$ 10,400
Legal Counsel Services	\$12,000	\$ 20,000
Advisor Services	\$190,000	\$ 195,000
Administrative Support Services	\$12,000	\$ 9,000
Insurance; Office Supplies; and O.D.C.	\$12,000	\$ 12,000
Database/Mapping Application Maint.	\$5,250	\$ 5,000
<b>Additional Projects/Activities</b>		
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$25,000	\$ 25,000
<b>TOTALS</b>	<b>\$720,850</b>	<b>\$680,400</b>

4

## Reserve Funds Impact November 23, 2021 vs. August 22, 2022 Estimates

Revenue/Expenditures	Nov. 2021	Aug. 2022
Estimated Proposed 2022 Budget	\$ 720,850	\$ 680,400
Estimated 2022 Administrative Assessments	\$ 645,140	\$ 599,720
Estimated 2022 Budget Shortfall	\$ 75,710	\$ 80,680

Estimated Reserve Funds after 2022 Expenditures	\$ 1,028,000	\$ 1,023,000
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5

## 2022 Assessments Payment Schedule

- **2022 Administrative Assessment Invoicing:**
  - 25% of estimated total was invoiced on July 16, 2022.
  - 50% of estimated total will be invoiced by October 15, 2022.
  - The remaining balance will be reconciled and invoiced by March 1, 2023.
- **Replenishment Assessment Invoicing was not needed.**

6



7



# Draft 2023 Annual Budget

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## 2023 Budget Assumptions

- **The Public Agencies' Adjusted Base Production Rights may be revised based on updated groundwater modeling work.**
- **The Administrative Assessment will remain at \$35/AF.**
- **Carry-over accounts will be used to offset any excess production in 2022 - No Replenishment Assessments will be collected in 2023.**
  - **Replenishment Assessment will be set in early 2023 (if required to offset Private Pumpers' over production).**
- **Preliminary 2023 Administrative Assessments are estimated based on actual 2021/2022 production data.**
- **Coordinated projects with EMWD:**
  - **Groundwater Monitoring Program.**
  - **Soboba Gravel Pit Dewatering (if needed).**
- **Continue operation from the Corona office.**

2

## 2023 Activities/Projects

- **Complete the 2022 Financial Audit plus Annual Report and file them with the Court.**
- **File the required 2022 information with DWR as part of the Sustainable Groundwater Management Act requirements.**
- **Review and update the property owners list.**
- **If required, set and initiate collection of Replenishment Assessment from the Parties.**
- **Coordinated activities with EMWD/TAC:**
  - 2023 Annual Report;
  - Initiate Gravel Pit dewatering project (if required); and
  - Complete work on the revise Safe Yield estimates (if needed).
- **Additional Project:**
  - Partial Update of the Groundwater Model Input Data.

3

## Draft 2023 Budget Line Items

- **In-Lieu Program Agreement.**
- **Groundwater Monitoring Program.**
- **Soboba Gravel Pit Dewatering.**
- **Operations and Management:**
  - **Financial Support Services.**
  - **Legal Counsel Services.**
  - **Advisor Services.**
  - **Administrative Support Services.**
  - **Insurance; Office Supplies; and Other Direct Costs.**
  - **Database Maintenance.**
- **Additional Project:**
  - **Partial Update of the Groundwater Model Input Data.**

4

## In-lieu Program Agreement Estimate

- Watermaster provides Subsidies to offset cost differences between EMWD's summer and winter Agricultural Recycled Water Rates.

Description	Cost
Estimated cost difference between summer and winter rates in 2023	\$68.65/AF
Estimated recycled water deliveries in Summer	2,694 AF
Estimated subsidies	<b>\$185,000</b>

<b>2022 Budget</b>	<b>\$198,500</b>
<b>2023 Budget</b>	<b>\$185,000</b>

5

## Groundwater Monitoring Program Estimate

- EMWD provides support services for collecting water levels, quality samples plus laboratory analysis, and report preparation.
- Average Billing rates for the EMWD Staff is between \$117 - \$217 per hour.

Activity	Hours	Cost Estimates
Extraction monitoring (60 wells/Month plus 19 wells/year estimations)	340	\$51,200
Water level monitoring (105 wells/Semi-annual)	264	\$38,600
Water quality monitoring (62 wells/year)	238	\$50,700
Inactive well capping (5 wells/year)	90	\$11,800
Meter installation (5 meters/year)	130	\$45,300
Annual Report	160	\$28,600
Totals	<b>1,222</b>	<b>\$226,200</b>

<b>2022 Budget</b>	<b>\$224,000</b>
<b>2023 Budget</b>	<b>\$226,200</b>

6

## Gravel Pit Dewatering Estimate

- If needed, EMWD provides resources and equipment to mobilize and dewater Soboba Gravel Pit site.
- Project is cost shared between Watermaster and Soboba Tribe.
- Estimate is based on 21 days of pumping.
- Billing rate used for EMWD Staff is between \$117-\$217 per hour.

Activity	Hours	Cost Estimates
Pipe and pumps (rental)	-	\$ 15,800
Bulldozer (rental and operation)	-	\$ 9,930
Fuel for pumps and bulldozer	-	\$ 23,800
Labor	270	\$ 34,300
Miscellaneous		\$ 1,170
<b>Totals</b>	<b>270</b>	<b>\$ 85,000</b>

<b>2022 Budget</b>	<b>\$ 33,100</b>
<b>2023 Budget</b>	<b>\$ 42,500</b>

7

## Operations and Management

### • 2023 Consultants Rates:

#### ✓ Legal Counsel (Lagerlof):

Partners	\$440/hour
Senior Counsel	\$385/hour
Associates	\$350/hour

#### ✓ Watermaster Advisor & Senior Executive Assistant (Water Resources Engineers):

- Rates are adjusted each year based on consumer price index (CPI-Urban).
- CPI Changes for July 2021 to June 2022 was 8.59%

Principal	\$196/hour
Senior Executive Assistant	\$63/hour

8

## Financial Support Services Estimate

- Bookkeeping services is provided by Water Resources Engineers.
- Budget is estimated based on July 2021-June 2022 actual hours at \$63/hour.
- 2023 Audit is expected to continue with CliftonLarsonAllen LLP under a three-year contract signed in 2021.

Activity	Hours	Cost
Book keeping Services	81	\$ 5,000
External audit		\$ 6,000
Contingency		\$ 0
<b>Totals</b>	<b>81</b>	<b>\$ 11,000</b>

<b>2022 Budget</b>	<b>\$ 9,000</b>
<b>2023 Budget</b>	<b>\$ 11,000</b>

9

## Legal Counsel Services Estimate

- 2023 estimate is based on actual hours between July 2021 and June 2022.
- Billing rates for 2023 is estimated at \$440 per hour.

Activity	Hours	Cost
Legal Counsel (Lagerlof)	49	\$ 21,560
Contingency	3	\$ 1,440
<b>Totals</b>	<b>52</b>	<b>\$ 23,000</b>

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 23,000</b>

10

## Advisor Services Estimate

- 2023 estimate is based on actual July 2021-June 2022 hours.
- Billing rate for 2023 is at \$196 per hour.

Activity	Hours	Cost
Budget Dev/Oversight	96	\$ 18,720
Contract Mgmt	88	\$ 17,250
Coordination Activity	70	\$ 13,720
Meeting Activity	296	\$ 58,110
Outreach Activity	58	\$ 11,460
Special Project/Oversight	426	\$ 83,400
Tech./Legal/Admin Activity	33	\$ 6,470
Travel/mileage expense		\$ 3,050
Contingency		\$ 0
<b>Totals</b>	<b>1,067</b>	<b>\$ 212,000</b>

<b>2022 Budget</b>	<b>\$ 190,000</b>
<b>2023 Budget</b>	<b>\$ 212,000</b>

11

## Administrative Support Services Estimate

- 2023 estimate is based on actual July 2021-June 2022 hours
- Billing rate for 2023 is at \$63 per hour.

Activity	Hours	Cost
Administrative Services	153	\$ 9,600
Contingency		\$ 400
<b>Totals</b>	<b>153</b>	<b>\$ 10,000</b>

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 10,000</b>

12

## Insurance; Office Supplies, and Other Direct Costs Estimate

- 2023 Insurance estimate is based on 2022 charges.
- 2023 Rent is expected to continue at \$600 per month.

Activity	Cost
Insurance	\$ 3,840
Rent	\$ 7,200
Miscellaneous/Postage plus outside services	\$ 360
Contingency	\$ 600
<b>Totals</b>	<b>\$ 12,000</b>

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 12,000</b>

13

## Database/Mapping Application Maintenance Estimate

- 2023 estimate is based on existing contract with Spatial Wave Inc. for \$5,250 per year to maintain Watermaster database on Cloud storage and periodically update the database with new monitoring data.

<b>2022 Budget</b>	<b>\$ 5,250</b>
<b>2023 Budget</b>	<b>\$ 5,250</b>

14

## Additional Project(s)

- **Partial Update of Groundwater Model Input Data**  
 This project is anticipated in preparation for the next Model run and Safe Yield estimation. Requires future approval from the Board after more discussions with TAC Members.

<b>2022 Budget</b>	<b>\$ 25,000</b>
<b>2023 Budget</b>	<b>\$ 40,000</b>

15

## Draft 2023 Budget

Budget Items	2022 Approved Budget (Nov 2021)	Projected 2022 Expenditures (Aug 2022)	2023 Draft Budget (Option 1)	2023 Draft Budget (Option 2)
<b>Agreements</b>				
In-Lieu Program Agreement	\$ 198,500	\$ 180,000	\$ 185,000	\$ 185,000
<b>Coordinated Efforts with EMWD</b>				
Groundwater Monitoring Program	\$ 224,000	\$ 224,000	\$ 226,200	\$ 226,200
<b>Gravel Pit Cleanup Project</b>				
Dewatering	\$ 33,100	\$ 0	\$ 42,500	\$ 42,500
<b>Organization Operations &amp; Management</b>				
Financial Support Services	\$ 9,000	\$ 10,400	\$ 11,000	\$ 11,000
Legal Counsel Services	\$ 12,000	\$ 20,000	\$ 23,000	\$ 23,000
Advisor Services	\$ 190,000	\$ 195,000	\$ 212,000	\$ 212,000
Administrative Support Services	\$ 12,000	\$ 9,000	\$ 10,000	\$ 10,000
Insurance; Office Supplies; and Other Direct Costs	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,250	\$ 5,250
<b>Additional Projects/Activities</b>				
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$ 25,000	\$ 25,000	-	\$ 40,000
<b>TOTALS</b>	<b>\$ 720,850</b>	<b>\$ 680,400</b>	<b>\$ 726,950</b>	<b>\$ 766,950</b>

16



## Estimated 2023 Productions

Agency	2023 Adjusted BPR (AFY)	Projected 2023 Production (AF) *	Est. Prod. Subject to Admin. Assmt. (AF) **	2023 Est. Admin. Assmt. (\$35/AF)
City of Hemet	4,542	1,488	588	\$20,583
City of San Jacinto	3,004	2,710	1,810	\$63,339
EMWD	7,303	9,498	7,303	\$255,619
LHMWD	7,434	9,937	7,434	\$260,182
<b>Totals</b>	<b>22,283</b>	<b>23,633</b>	<b>17,135</b>	<b>\$599,722</b>

AF = Acre-feet  
 Assmt. = Assessment  
 Est. = Estimated

AFY = Acre-feet per year  
 BPR = Base Production Rights  
 Prod. = Production

\* Production Projections are based on Jan-June 2022 and July-Dec 2021 productions.

\*\* The Cities of Hemet and San Jacinto can produce 900 AFY without any Admin. Assessment payment.

17

## Reserve Funds Impact

Revenue/Expenditures	Totals
Estimated Draft 2023 Budget (Option 2)	\$ 766,950
Estimated 2023 Administrative Assessments	\$ 599,700
Estimated Draft 2023 Budget Shortfall	\$ 167,250

Estimated Reserve Funds after 2023 Expenditures	\$855,780
---	-----------

18

## Proposed Payment Schedule

- **2023 Administrative Assessment Invoicing:**
  - 25% of total by July 15, 2023.
  - 50% of total by October 15, 2023.
  - The remaining balance will be reconciled and invoiced by March 1, 2024.
- **2023 Replenishment Assessment Invoicing (if required - for 2022 excessive production):**
  - Full 100% will be invoiced by May 1, 2023.

19

## Next Steps

- ✓ **Consider approving the 2023 Budget at the November Board meeting.**
- ✓ **Consider using reserve funds to offset excess expenditures related to the proposed 2023 Budget.**
- ✓ **Authorize Advisor at the November Board meeting to:**
  - **Initiate the proposed year 2023 activities and projects.**
  - **Invoice participating agencies in accordance with the proposed schedule.**

20



21

# Safe Yield Estimate Update

Hemet-San Jacinto Watermaster  
Board Meeting

August 22, 2022

1

## Hemet-San Jacinto Judgment Safe Yield Definition

**“The long-term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe Yield of the Management Area is estimated to be approximately 45,000 acre feet per year.”**

2

## Discussion Points

- What should be the modeling period for estimating the long-term safe yield? 20 years? 30 years? Or...
- Should any recharge of imported water (exp. Soboba Imported Water) be included in the Safe Yield estimation?
- Should the Watermaster consider re-adjusting the initial Safe Yield of 45,000 acre feet per year?

3

## What should be the modeling period for estimating the long-term safe yield?

### Different approaches were discussed with different agencies:

- Use the entire model period hydrology with more recent operational data.
- Use different hydrological periods with different operational data and combine results.
- Use a model period with balanced wet and dry rainfall cycles.
- Use information after year 1995 (when the field data gathering program started).

### Agreements/Understandings:

- Need more discussion with the Model Experts (Consultants) on technical barriers related to different approaches before the next groundwater modeling work.
- The Model input data is of a higher quality after EMWD started the field data gathering program in 1995.

4

## Should any recharge of imported water be included in the Safe Yield estimation?

### Agreements/Understandings:

- The Basin Yield can be defined as “Native” and “Managed” yield.
  - “Native Yield” is the portion of the yield created by the hydrological conditions of the basin (exp: rainfall, river, and boundary flows in the basin).
  - “Managed Yield” includes yield created as a result of basin management activities (exp: artificial recharge with imported water).

5

## Should the Watermaster consider re-adjusting the initial Safe Yield?

### Questions/Concerns Raised:

- Why do we need to change the initial Safe Yield when the current production is below the Safe Yield?
- The Safe Yield estimates provided by the Model are wrong because the Modeling period stops at 2018 and does not include 2019 and 2020 (two wet years).
- We should consider any re-adjustments after next Model update in 3-5 years.

6

## Actions/Recommendations

- **Legal Counsel has prepared an Opinion Letter on Redetermination of Safe Yield.**
- **Developed scope-of-work for the Model update (to include 2019 and 2020 data).**
- **TAC has reviewed the scope-of-work and recommends Model extension to include years 2019 and 2020 in the Safe Yield estimation.**
- **Watermaster Board to consider approving a contract for updating the Model to re-calculate estimated Safe Yield after inclusion of 2019 and 2020 data.**

7

## Next Steps

- **Updated Model results be presented to the TAC and Watermaster Board.**
- **Advisor will provide recommendations on revised Safe Yield estimates calculated by the model.**
- **Advisor will receive directions from the Watermaster Board on the next step(s).**
- **Advisor will work with the TAC to develop a comprehensive approach and methodology for future assessment of the Safe Yield.**

8



9





August 7, 2022

VIA EMAIL

Behrooz Mortazavi  
Behrooz@h2oengineers.com

Re: Redetermination of Safe Yield

Dear Behrooz:

Woodard & Curran have recently conducted an update of the Safe Yield of the Basin, which was presented to the Watermaster Board on May 23, 2022. Their conclusion was that the Safe Yield depended on the length of the base period used. It ranges from 40,300 AFY for long-term yield to 23,600 AFY for short-term yield. You asked whether the Judgment requires Watermaster to update the Safe Yield and the Base Pumping Rights based on Woodard & Curran's work.

I conclude that the Watermaster is required to update the Safe Yield and Base Pumping Rights, for the reasons stated below.

The Judgment defines Safe Yield as "the long term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles." (Judg. §1.33.) The initial estimate of the Safe Yield was 45,000 AFY, and this estimate is still operative today. (*Id.*)

The Judgment requires the Watermaster to calculate the Safe Yield of the Management Area on an annual basis, at least until the Overdraft is substantially eliminated. (Judg. §6.5.1.) "Overdraft" is defined as pumping in the Management Area exceeding the Safe Yield. (*Id.* §1.21.) The Watermaster has not done so, presumably because additional information was not available on which to base a recalculation of Safe Yield. But now the Woodard & Curran study has provided sufficient information to reevaluate the Safe Yield.

{154815/000/00602733}

**Lagerlof LLP**

155 N Lake Avenue, 11th Floor  
Pasadena, CA 91101

**Lagerlof.com**  
Email: [TomBunn@lagerlof.com](mailto:TomBunn@lagerlof.com)

T: (626)-793-9400  
F: (626)-793-5900

This is not to say that the Woodard & Curren study itself determines what the Safe Yield should be. The Watermaster must decide what time period to use for its determination, in order to select from the range of Safe Yield estimates given in the study. In the language of the Judgment, the Watermaster must decide what is "long-term" under today's conditions.

The periodic reevaluation of the Safe Yield and the Base Pumping Rights is arguably the most important task given to the Watermaster in the Judgment. The Judgment states that "**the goal of the Physical Solution** [is] to adjust the Base Production Rights of the Public Agencies over time on a pro-rata basis to a level consistent with the Watermaster's determination of Safe Yield." (Judg. §3.2 (emphasis added).) The Judgment further sets a target of six years within which to accomplish this goal. (*Id.* §3.2.2.) As further evidence of the importance of this task, the Judgment provides that "determining the extent of Overdraft and quantifying Safe Yield" and "determining Adjusted Production Rights" require a four-fifths vote of the Watermaster Board. (Judg. §9.4.)

It is important to note that the definition of Safe Yield includes the unused portion of the 7,500 AFY of Soboba water which is stored in the Basin. Because this water is separately allocated by the Judgment, it must be subtracted from the Safe Yield before Adjusted Production Rights are determined. The Judgment allows for this by the language quoted above, which states that Base Production Rights are not adjusted to the Safe Yield, but "to a level *consistent with* the Watermaster's determination of Safe Yield." (Judg. §3.2 (emphasis added).)

I therefore conclude that the Watermaster is required to determine the Safe Yield and Base Production Rights without delay.

Very truly yours,

A handwritten signature in black ink that reads "Thomas S. Bunn III". The signature is written in a cursive style with a horizontal line under the name.

Thomas S. Bunn III

TSB

# 2023 Annual Budget

Hemet-San Jacinto Watermaster  
Board Meeting

November 28, 2022

1

## 2023 Budget Assumptions

- **The Public Agencies' Adjusted Base Production Rights may be revised based on updated groundwater modeling work.**
- **The Administrative Assessment will be reduced to \$30/AF or \$25/AF.**
- **Carry-over accounts will be used to offset any excess production in 2022 - No Replenishment Assessments will be collected in 2023.**
  - **Replenishment Assessment will be set in early 2023 (if required to offset Private Pumpers' over production).**
- **Preliminary 2023 Administrative Assessments are estimated based on actual 2021/2022 production data.**
- **Coordinated projects with EMWD:**
  - **Groundwater Monitoring Program.**
  - **Soboba Gravel Pit Dewatering (if needed).**
- **Continue operation from the Corona office.**

2

## 2023 Activities/Projects

- Complete the 2022 Financial Audit plus Annual Report and file them with the Court.
- File the required 2022 information with DWR as part of the Sustainable Groundwater Management Act requirements.
- Review and update the property owners list.
- If required, set and initiate collection of Replenishment Assessment from the Parties.
- Coordinated activities with EMWD/TAC:
  - 2023 Annual Report;
  - Initiate Gravel Pit dewatering project (if required); and
  - Complete work on the revise Safe Yield estimates.
- Additional Project:
  - Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate.

3

## 2023 Budget Line Items

- In-Lieu Program Agreement.
- Groundwater Monitoring Program.
- Soboba Gravel Pit Dewatering.
- Operations and Management:
  - Financial Support Services.
  - Legal Counsel Services.
  - Advisor Services.
  - Administrative Support Services.
  - Insurance; Office Supplies; and Other Direct Costs.
  - Database Maintenance.
- Additional Project:
  - Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate.

} Estimates provided by EMWD

} Estimates based on Actual 2021/2022 Expenses

} Requires future approval from the Watermaster after more discussions with TAC Members

4

## 2023 Budget Options

Budget Line Items	2022 Approved Budget (Nov 2021)	Projected 2022 Expenditures (Aug 2022)	2023 Budget (Option 1)	2023 Budget (Option 2)
<b>Agreements</b>				
In-Lieu Program Agreement	\$ 198,500	\$ 180,000	\$ 185,000	\$ 185,000
<b>Coordinated Efforts with EMWD</b>				
Groundwater Monitoring Program	\$ 224,000	\$ 224,000	\$ 226,200	\$ 226,200
<b>Gravel Pit Cleanup Project</b>				
Dewatering	\$ 33,100	\$ 0	\$ 42,500	\$ 42,500
<b>Organization Operations &amp; Management</b>				
Financial Support Services	\$ 9,000	\$ 10,400	\$ 11,000	\$ 11,000
Legal Counsel Services	\$ 12,000	\$ 20,000	\$ 23,000	\$ 23,000
Advisor Services	\$ 190,000	\$ 195,000	\$ 212,000	\$ 212,000
Administrative Support Services	\$ 9,000	\$ 9,000	\$ 10,000	\$ 10,000
Insurance; Office Supplies; and Other Direct Costs	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,250	\$ 5,250
<b>Additional Projects/Activities</b>				
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$ 25,000	\$ 25,000	-	\$ 40,000
<b>TOTALS</b>	<b>\$720,850</b>	<b>\$ 680,400</b>	<b>\$ 726,950</b>	<b>\$ 766,950</b>

5

## Proposed Payment Schedule

- **2023 Administrative Assessment Invoicing:**
  - 25% of total by July 15, 2023.
  - 50% of total by October 15, 2023.
  - The remaining balance will be reconciled and invoiced by March 1, 2024.
- **2023 Replenishment Assessment Invoicing (if required - for 2022 excessive production):**
  - Full 100% will be invoiced by May 1, 2023.

6

## 2023 Reserve Funds Impact

(All Values in \$1000)

Estimated Reserve Fund after 2022 expenditures between \$ 1.4 - \$1.5 Mil.			
Estimates	Based on \$25/AF Assessment	Based on \$30/AF Assessment	Based on \$35/AF Assessment
2023 Budget (Option 2)	\$767	\$767	\$767
2023 Admin. Assessment (Low - High)	\$428 - \$517	\$514 - \$620	\$600 - \$723
Budget Shortfall for 2023 (High - Low)	\$339 - \$250	\$253 - \$147	\$167 - \$ 44
Estimated Reserve Fund after 2023 expenditures (Low - High)	\$1.06 - \$1.25	\$1.15 - \$1.35	\$1.23 - \$1.46

**Reserve Funds Goal is Set at One Million Dollars**

7

- ## Recommendations
- ✓ Consider approving the 2023 Budget (Option 2).
  - ✓ Consider using reserve funds to offset excess expenditures related to the proposed 2023 Budget.
  - ✓ Authorize Advisor to:
    - Initiate the proposed year 2023 activities and projects.
    - Invoice participating agencies in accordance with the proposed schedule.

8



9

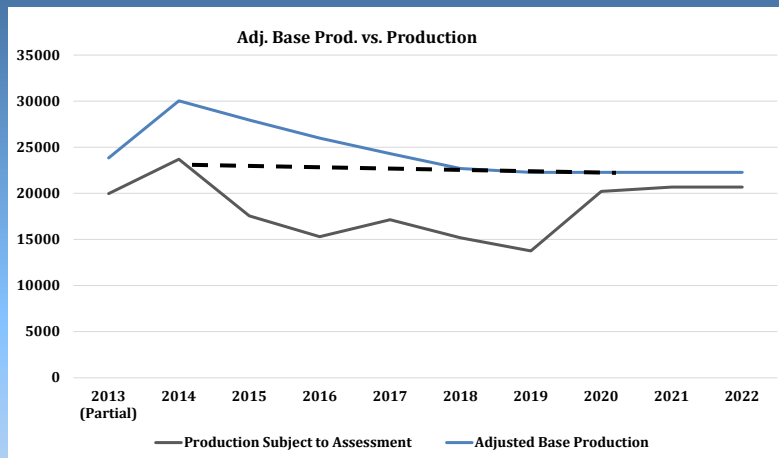
# Administrative Assessments Rate Review

Hemet-San Jacinto Watermaster  
Board Meeting

November 28, 2022

1

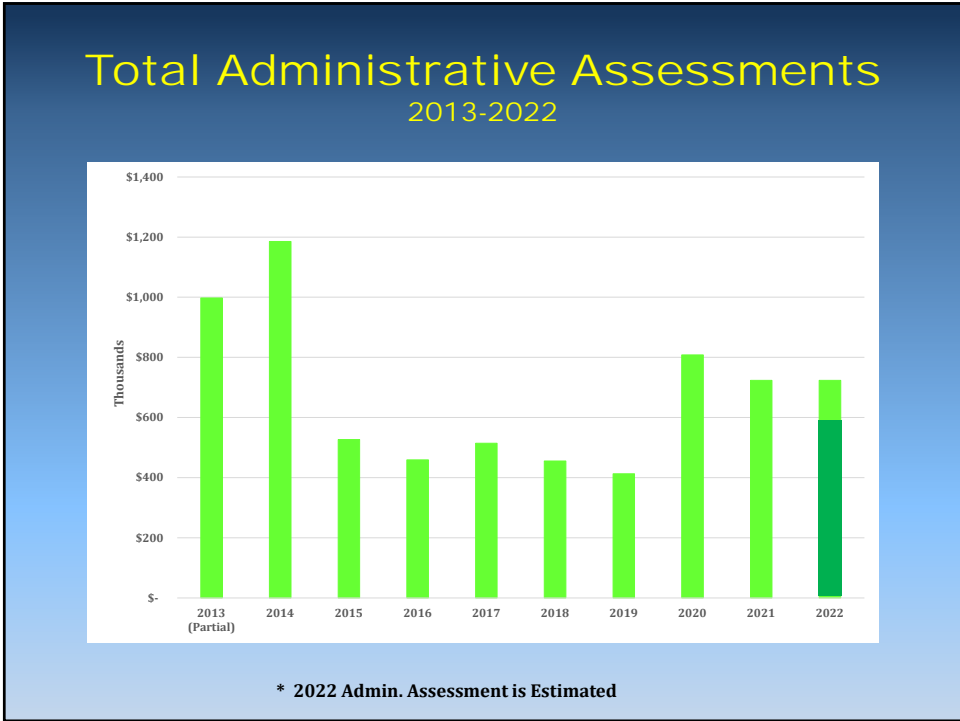
## Adjusted Base Productions vs. Productions Subject to Assessment 2013-2022



2







5

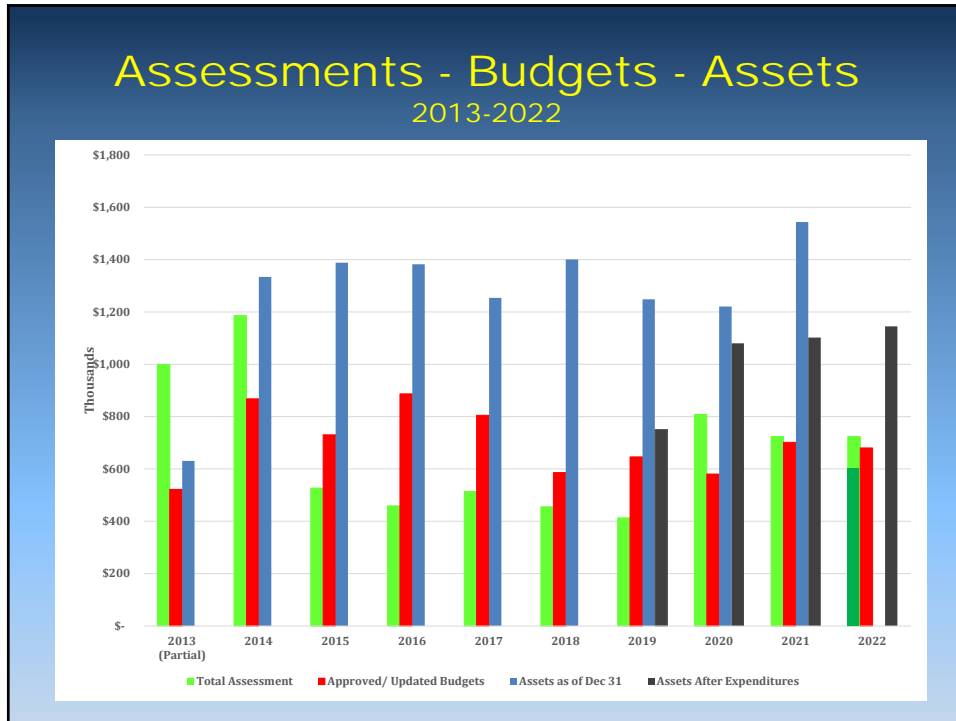
### Estimated 2022 Administrative Assessments

Agency	Est. Admin. Assmt. *	Est. Admin. Assmt. **
City of Hemet	\$ 20,583	\$ 32,247
City of San Jacinto	\$ 63,339	\$ 59,885
EMWD	\$ 255,619	\$ 371,106
LHMWD	\$ 260,182	\$ 260,182
<b>Totals</b>	<b>\$ 599,722</b>	<b>\$ 723,420</b>

• Based on Jan-June 2022 and July-Dec 2021 production and without any Assessments from Unused Adjusted Base Production Carry-over Accounts.  
 \*\* Based on actual 2021 Assessments.

**Estimated 2022 Administrative Assessment Range is  
\$600,000 - \$723,000**

6



7

### Estimated 2023 Administrative Assessments

Totals	Assessment Based on \$25/AF	Assessment Based on \$30/AF	Assessment Based on \$35/AF
<b>Low Estimates *</b>	<b>\$428,373</b>	<b>\$514,047</b>	<b>\$ 599,722</b>
<b>High Estimates **</b>	<b>\$516,729</b>	<b>\$620,074</b>	<b>\$ 723,420</b>

\* Low Estimates are based on Jan-June 2022 and July-Dec 2021 production without any Assessments from Unused Adjusted Base Production Carry-over Accounts

\*\* High Estimates are based on actual 2021 Administrative Assessments.

**Estimated 2023 Administrative Assessment Range**  
**\$428,000 - \$723,000**

8

## 2023 Reserve Funds Impact

(All Values in \$1000)

Estimated Reserve Fund after 2022 expenditures between \$ 1.4 - \$1.5 Mil.			
Estimates	Based on \$25/AF Assessment	Based on \$30/AF Assessment	Based on \$35/AF Assessment
2023 Budget (Option 2)	\$767	\$767	\$767
2023 Admin. Assessment (Low - High)	\$428 - \$517	\$514 - \$620	\$600 - \$723
Budget Shortfall for 2023 (High - Low)	\$339 - \$250	\$253 - \$147	\$167 - \$ 44
Estimated Reserve Fund after 2023 expenditures (Low - High)	\$1.06 - \$1.25	\$1.15 - \$1.35	\$1.23 - \$1.46

9

- ## Potential Actions
- **Option 1:**
    - Adjust Administrative Assessment rate for 2023 to \$30 or \$25 per Acre-foot.
    - Revisit Administrative Assessment rate for 2024 in November of 2023.
  - **Option 2:**
    - Continue using Administrative Assessment rate at \$35 per acre-foot for 2023.
    - Revisit Administrative Assessment rate for 2024 in November of 2023.

10

## Recommendation

- **Reduce 2023 Administrative Assessment rate from \$35 to \$30 per Acre-foot.**
- **Revisit Administrative Assessment rate for 2024 in November of 2023.**

11

## Questions...

12

**HEMET-SAN JACINTO WATERMASTER  
RESOLUTION NO. 9.8**

**RESOLUTION OF THE WATERMASTER BOARD  
RE ADMINISTRATIVE ASSESSMENT FOR 2023**

WHEREAS, the Judgment in Eastern Municipal Water District vs. City of Hemet, et al., requires the Watermaster to set the Administrative Assessment rate annually;

WHEREAS, the Watermaster has adopted the 2023 budget, and an Administrative Assessment of \$30.00 is needed to support the budget;

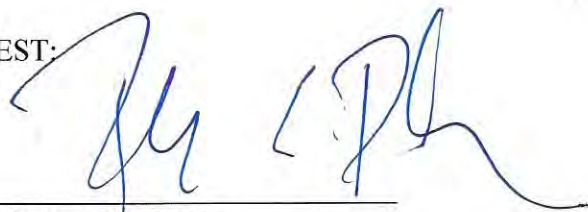
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Administrative Assessment is set at \$30.00 per acre-foot of a Party's Adjusted Production Right pumping during 2023.

ADOPTED THIS 28<sup>th</sup> day of November 2022.

  
Linda Krupa, Chairperson

ATTEST:

  
Philip E. Paule, Secretary

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
HEMET-SAN JACINTO WATERMASTER  
AND  
AERIAL INFORMATION SYSTEMS, Inc.**

This agreement is made this 28<sup>th</sup> day of November, 2022 by and between the Hemet-San Jacinto Watermaster (“**WM**”) and Aerial Information Systems, Inc. (hereinafter referred to as (“**Consultant**”), a California corporation with its principal place of business at 112 1st Street, Redlands California 92373, with reference to the following:

**WHEREAS**, **WM** desires to engage the professional services of **Consultant** to perform such professional consulting services as may be assigned by **WM** in writing and

**WHEREAS**, **Consultant** agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to **WM** that **Consultant** possesses the necessary skills, qualifications, personnel, and equipment to provide such services and

**WHEREAS**, these parties desire to contract for certain specific services;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises herein set forth, it is agreed between the parties hereto, as follows:

**ARTICLE I - SCOPE OF WORK**

The **Consultant**, as an independent contractor, and not as an agent of **WM**, shall, in conformance with the schedule and such other provisions as are more particularly set forth herein, personally devote such time and professional attention as may be necessary to do all things required and/or incidental to the accomplishment of the effort as it is described in Attachment A-Scope of Work.

**ARTICLE II - PERIOD OF PERFORMANCE**

The **Consultant** shall require the following conditions for determining project schedule: **Consultant** shall commence work on December 1, 2022 and complete the work by January 31, 2023.

**ARTICLE III - DEFINITION OF STUDY AREA**

The overall study area is defined as the portion of the San Jacinto River Watershed under **WM** jurisdiction as represented in Attachment B – Study Area Map.

**ARTICLE IV - COMPENSATION**

In consideration for services performed and expenses incurred by the **Consultant** under this Agreement, **WM** agrees to pay the **Consultant** a not to exceed amount of five thousand (\$5,000.00), which includes all labor, indirect costs, and other direct costs.

Compensation to the **Consultant** will be pursuant to **Consultant’s** monthly invoices based

on percent complete of the work effort outlined in the Scope of Work (SOW), attached hereto as Attachment A and incorporated by reference.

#### **ARTICLE V - PAYMENT**

The **Consultant** will submit invoices monthly reflecting the percent complete by task for the monthly billing cycle. These invoices should be submitted not more frequently than monthly and will be addressed to the attention of Behrooz Mortazavi, Watermaster Advisor. The monthly billing shall be submitted no later than 15 calendar days following the end of the month for which the services are performed or expenses claimed. Subject to the approval of the invoice by the Contract Administrator, **WM** shall make payment to the **Consultant** within 30 days. **WM** will not pay in excess of stated fee for completion of all tasks unless otherwise negotiated and fully agreed upon in writing by both parties. **Consultant** shall send a brief progress report at least monthly accompanying their invoice.

#### **ARTICLE VI - PERSONAL PERFORMANCE**

In the performance of this Agreement, the **Consultant** will personally provide such time and professional attention as are necessary to satisfy the performance requirements and standards established under this Agreement. The **Consultant** will not, without the prior written consent of **WM**, employ any other person or engage any consultant to perform services under this Agreement.

#### **ARTICLE VII - QUALITY OF WORK**

The **Consultant** further agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards, applicable to the **Consultant's** area of expertise.

#### **ARTICLE VIII - DELIVERY AND PLACE OF ACCEPTANCE**

Acceptance of all reports and products shall be by **WM**. Products and reports shall be delivered to **WM** digitally via email to Behrooz Mortazavi at [behrooz@h2oengineers.com](mailto:behrooz@h2oengineers.com) unless otherwise agreed upon by all parties in writing.

#### **ARTICLE IX - ALTERATIONS**

It is mutually understood and agreed that this Agreement represents the complete agreement of the parties, and that no alteration or variation of the terms of this Agreement shall be valid and binding unless made in writing and signed by the parties hereto.

#### **ARTICLE X - INDEMNITY**

The **Consultant** agrees to indemnify and hold **WM** harmless from any liability or costs, including court costs or attorney fees, that **WM** may incur as a result of any breach by the **Consultant** of any term or condition of the **Contract** or of this Agreement or as a result of the **Consultant's** negligent performance under this Agreement.

#### **ARTICLE XI - INSURANCE**

The **Consultant** will file with the **WM** before beginning work, certificates of insurance and policy endorsements satisfactory to the **WM** evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate (if used)) for bodily injury,



personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the **WM**. The general liability coverage shall name the **WM**, its directors, officers, employees, or volunteers as additional insureds using the ISO CG2010, or equivalent additional insured endorsement; any insurance, self insurance or other coverage maintained by the **WM**, its directors, officers, employees, or volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the **WM**.

#### **ARTICLE XII - INDEPENDENT CONTRACTOR**

The parties hereto agree that the **Consultant**, its agents, and its employees, in the performance of the Agreement, shall act as independent contractors and not as officers, employees, or agents of **WM**.

#### **ARTICLE XIII - RELEASE OF INFORMATION**

The **Consultant** shall not make public information releases regarding professional services rendered pursuant to this Agreement without the advanced written permission of the Contract Administrator.

#### **ARTICLE XIV - SERVICES NOT EXCLUSIVE**

It is understood and agreed that **WM** shall not be exclusively entitled to the services of the **Consultant**, it being contemplated that the **Consultant** will have other clients for its consulting services.

#### **ARTICLE XV - TIMING**

Time is of the essence in the performance of services under this Agreement. Accordingly, the **Consultant** shall exercise professional effort to complete the services in a timely manner.

#### **ARTICLE XVI - ASSIGNMENT**

This Agreement is not assignable by the **Consultant** either in whole or in part.

#### **ARTICLE XVII - USE OF MATERIALS**

**WM** shall make available to the **Consultant** such materials from its files or Eastern Municipal Water District (EMWD) files as may be required by the **Consultant** in connection with its performance of services under the Agreement. Such materials shall remain the property of **WM** or **EMWD** while in the **Consultant's** possession. Upon termination of the Agreement and payment of outstanding invoices to the **Consultant** or completion of work under the Agreement, the **Consultant** shall upon request by **WM**, turn over any property of **WM** in its possession and any calculations, notes, reports, or other materials prepared by the **Consultant** in the course of performance of the Agreement. **WM** may utilize any material prepared by the **Consultant** pursuant to the Agreement in any manner which **WM** deems proper.

#### **ARTICLE XVIII - AFFIRMATIVE ACTION**

In providing services, the **Consultant** may not discriminate in the employment of persons because of race, gender, creed, color, or national origin and shall promote the realization of

full equal employment opportunity.

**ARTICLE XIX - JURISDICTION AND VENUE**

This Agreement shall be deemed a contract under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the State of California, and that the venue of any action brought hereunder shall be the county of Riverside, California.

**ARTICLE XX - JOINT DRAFTING**

Both parties have participated in the drafting of the Agreement.

**ARTICLE XXI - WORK SUBJECT TO APPROVAL**

The **Consultant** agrees that the acceptability of all work is subject to approval by **WM**.

**ARTICLE XXII - EFFECTIVENESS OF AGREEMENT**

This Agreement will become effective and be binding between the parties only when the Contract between **WM** and **Consultant** has been signed and entered into by those parties.

**ARTICLE XXIII - SUSPENSION AND TERMINATION**

**WM** shall have the right to terminate or suspend performance under this Agreement at any time, with or without cause, upon giving written notice to the **Consultant**. In the event of the termination of this project, notwithstanding any other fee provisions of this Agreement, **WM**, based upon the work accomplished by the **Consultant** prior to notice of such termination, shall determine the amount of fee to be paid to the **Consultant** for such services based upon accepted **Consultant** practices, and such findings by **WM** shall be final and conclusive as to the amount of such fee.

**ARTICLE XXIV - CONTRACT ADMINISTRATION**

Contract Administrator is the Watermaster Advisor of **WM**, Dr. Behrooz Mortazavi.

**ARTICLE XXV - NOTICE**

Any notice required or permitted to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or mail delivery as follows:

**CONSULTANT:**  
Aerial Information Systems, Inc.  
112 First Street  
Redlands, CA 92373  
Attn: Ms. Deborah Johnson  
Tel: (909) 793-9493  
Fax: (909) 798-4430  
Email: [djohnson@aisgis.com](mailto:djohnson@aisgis.com)

**HEMET-SAN JACINTO  
WASTERMASTER:**  
1315 Corona Pointe Court, Suite 202  
Corona, CA 92879  
Attn: Dr. Behrooz Mortazavi  
Tel: (714) 794-5520  
Email: [behrooz@h2oengineers.com](mailto:behrooz@h2oengineers.com)

Either party may change its representative or address above by written notice to the other.

**ARTICLE XXVI - INTEGRATION**

This Agreement and the following attachments incorporate by reference represent the entire understanding of the parties as to the subject matter herein:

Attachment A - Statement of Work

Attachment B - Study Area Map

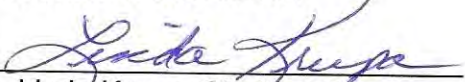
Attachment C – Deliverables and Cost

No prior oral or written understanding shall be of any effect with regard to these matters.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their names as of the day and year hereinabove first written.

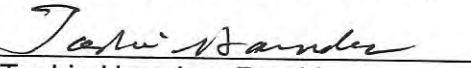
DATED: 11-28-2022

**Hemet-San Jacinto Watermaster**

BY:   
Linda Krupa, Chairperson

DATED: 12/07/2022

**Aerial Information Systems (Consultant):**

BY:   
Toshie Harnden, President

# ATTACHMENT A STATEMENT OF WORK

## Introduction

The following statement of work describes our technical approach for creating a GIS dataset that will aid Watermaster in their efforts to understand the amount of groundwater extraction in their jurisdiction and identifying potential irrigated agriculture not currently assessed.

## Technical Approach

To derive the information needed, AIS will upload the GIS data layers provided by Eastern Municipal Water District (EMWD) onto AIS' server and create appropriate workspace to conduct the analysis.

### Provided Data Layers (EMWD data in **bold**):

1. Well (point)
  - a. **HSJ\_Estimates\_20221004** – Provides a list of wells that have estimates in HSJ.
  - b. **ClassBParticipants\_20220928** – Provides a list of Class “B” participants in HSJ.
  - c. **PrivateMeters\_20220928** – Contains active and productive well meters in HSJ and excludes any agency wells.
2. Recycled water use (area) coverage plus names on the accounts
  - a. **Raw\_ServiceConn** – Layer has the latest raw water service connections and customer types can vary from System Meter, Landscape, Commercial and/or Agriculture.
  - b. **RW\_ServiceConn** – Layer has the latest recycle water service connections and customer types are Landscape and/or Agriculture.
  - c. To determine name on the account you will once again be using GIS to join the Service\_Order\_Number to the **sdetables.DBO.cayMailingTbIPI** which is a table in the geodatabase.
  - d. **rcISiteBdyPyROS** - Overall recycled water use site boundary (which includes non-irrigated areas)
  - e. **rcIrrAreaPyROS\_Overall** - Area approved for recycled water irrigation
  - f. You can find site names and info by site number in:  
**sdetables.DBO.rcINonPotableSitesTbIRw**
  - g. And Accounts by site number here:  
**sdetables.DBO.rcINonPotableAccountTbIRw**
3. Imported/surface water (point) connection coverage and the name on the accounts
4. Boundary coverage showing the Watermaster Boundaries
  - a. **HemetSanJacintoGroundwaterManagementPlanAdjudicatedArea** - Boundary coverage showing the Watermaster Boundaries

5. Bulletin 118 groundwater basins (management zones) boundary map with the name of the management zones
  - a. **sdeotheragency.DBO.polGroundwaterManagementZonesSubbasins2004PyDwr** - Bulletin 118 groundwater basins (management zones) boundary map with the name of the management zones
6. County parcel map with APN and owner names
  - a. AIS has a link to the Riverside County Assessor's parcel database.

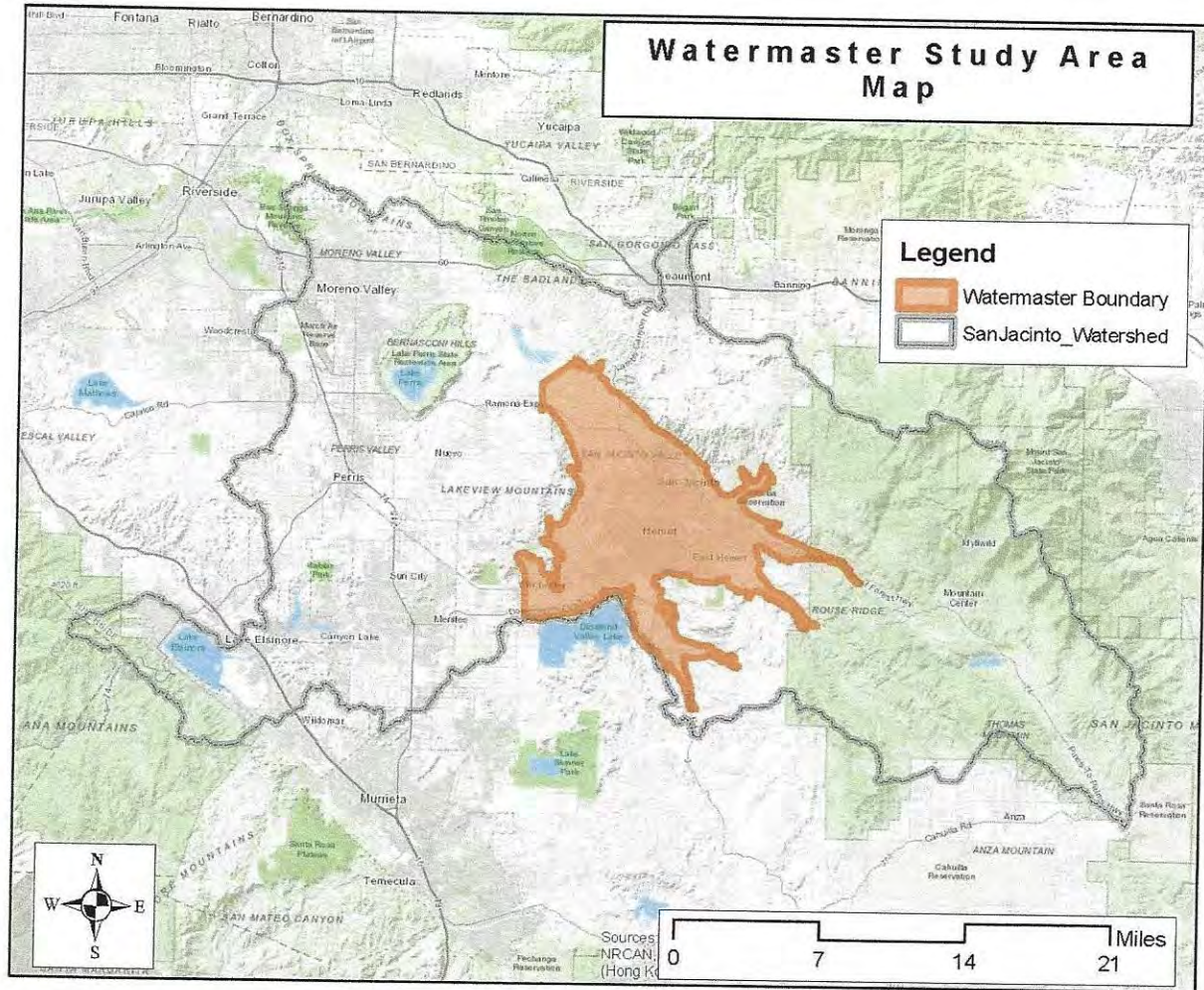
A geodatabase file will be created that includes a feature class of agricultural land uses (derived from the updated 2020-21 Ag Land Use database provided by the Western Riverside County Agriculture Coalition (WRCAC) to be used specifically for this project requiring irrigation e.g., turf farms, irrigated crop lands, citrus or other woody agriculture, dairies (both intensive land use and non-intensive uses such as pastures or fodder land associated with the dairy), nurseries, etc. falling within Watermaster's jurisdiction area (see Attachment B). This feature class will then be overlain with areas irrigated by surface water (recycled or Colorado River water) to eliminate those irrigated lands from the final results. All irrigated Ag lands not covered by surface water service will be considered irrigated by well water (groundwater extraction).

The next step will be to correlate the well locations that have been linked by EMWD to their corresponding Assessor's APN, to the irrigated Ag feature class. Although the well location most likely falls within one parcel, we will use the ownership data from the known APN to extrapolate to other parcels in the area owned by the same entity in the hope that this will identify all irrigated Ag drawing water from the well. However, in our experience, this may not be the case as, it may be possible that a given Ag operation may have multiple parcels and ownerships associated with irrigated areas within the operation.

The result will be displayed in as a map showing irrigated Ag land not covered by either surface water irrigation or know wells. Additionally, tables can be created to list the acreages of irrigated Ag assigned to each well and acreages of irrigated Ag not assigned to a known well that will require addition investigation. Specifics of both the database and tables are to be determined. Our scope does not include supplementary data collection or further investigations (See Attachment C for a List of Deliverables).

# ATTACHMENT B STUDY AREA MAP

The Map below shows the area of the project, which coincides with the Watermaster jurisdiction boundary.



**ATTACHMENT C**  
**List of Deliverables and Cost**

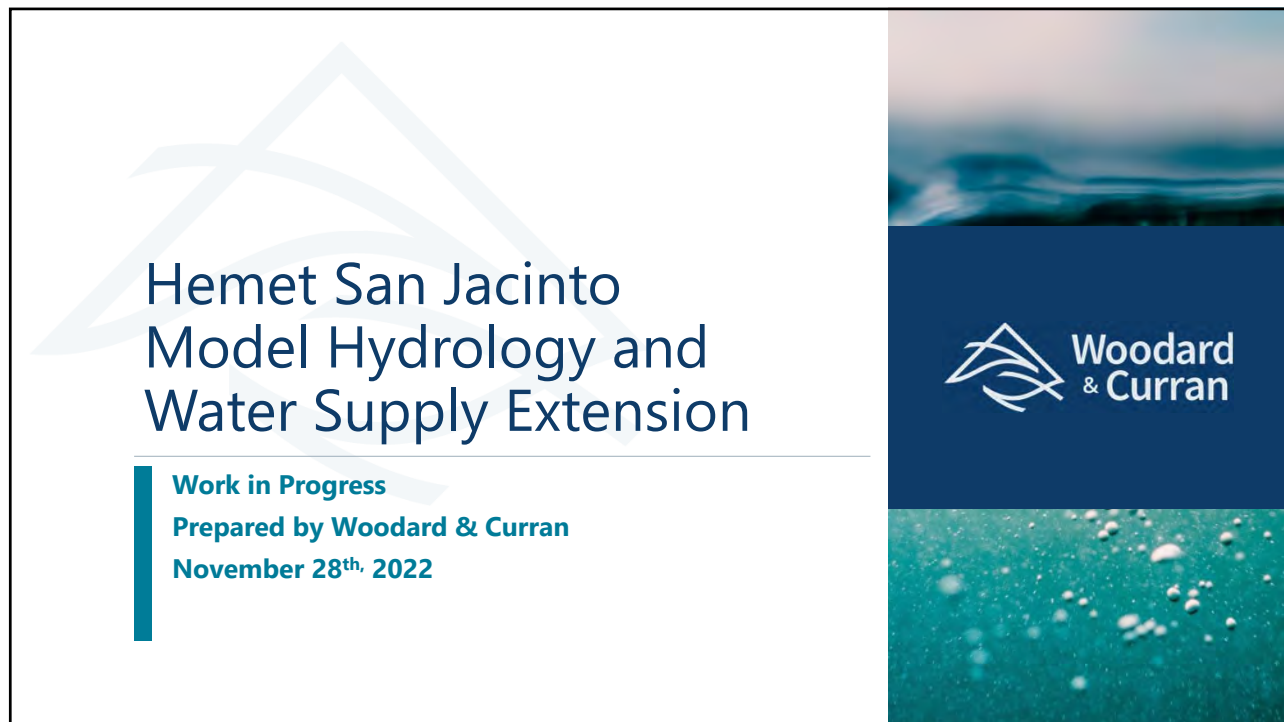
**Deliverables**

- An ArcGIS 10.x.x file geodatabase or shapefile containing a seamless topologically correct (no gaps or overlaps) irrigated Ag land use polygon feature class for the Watermaster's jurisdiction area. The feature class will contain attributes, which at a minimum will include a field for land use type and irrigation water supply type. Separate field(s) for well information tied to a specific well, such as well ID number, can also be added.
- Summary table(s) of GIS data.
- Three to five PowerPoint slides showing the results of the project.

**Cost**

- Not-to-exceed \$5,000



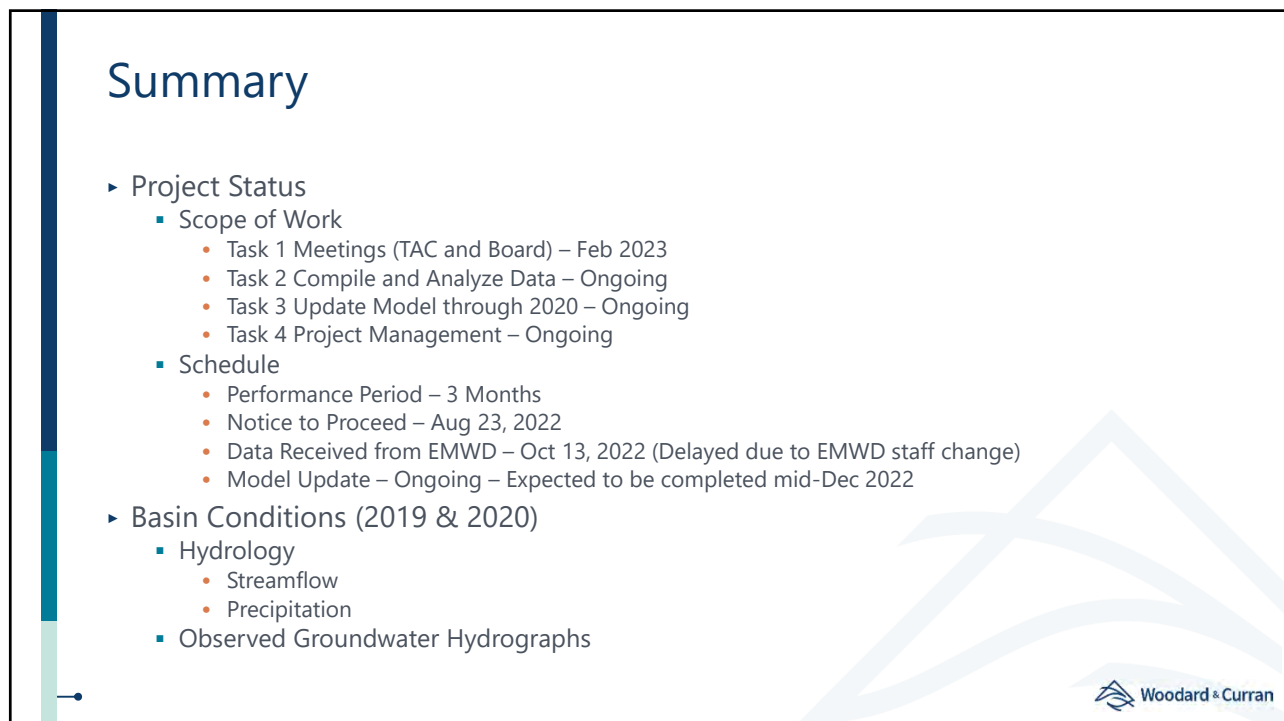


# Hemet San Jacinto Model Hydrology and Water Supply Extension

**Work in Progress**  
**Prepared by Woodard & Curran**  
**November 28<sup>th</sup> 2022**

**Woodard  
& Curran**

1



## Summary

- ▶ Project Status
  - Scope of Work
    - Task 1 Meetings (TAC and Board) – Feb 2023
    - Task 2 Compile and Analyze Data – Ongoing
    - Task 3 Update Model through 2020 – Ongoing
    - Task 4 Project Management – Ongoing
  - Schedule
    - Performance Period – 3 Months
    - Notice to Proceed – Aug 23, 2022
    - Data Received from EMWD – Oct 13, 2022 (Delayed due to EMWD staff change)
    - Model Update – Ongoing – Expected to be completed mid-Dec 2022
- ▶ Basin Conditions (2019 & 2020)
  - Hydrology
    - Streamflow
    - Precipitation
  - Observed Groundwater Hydrographs

**Woodard & Curran**

2

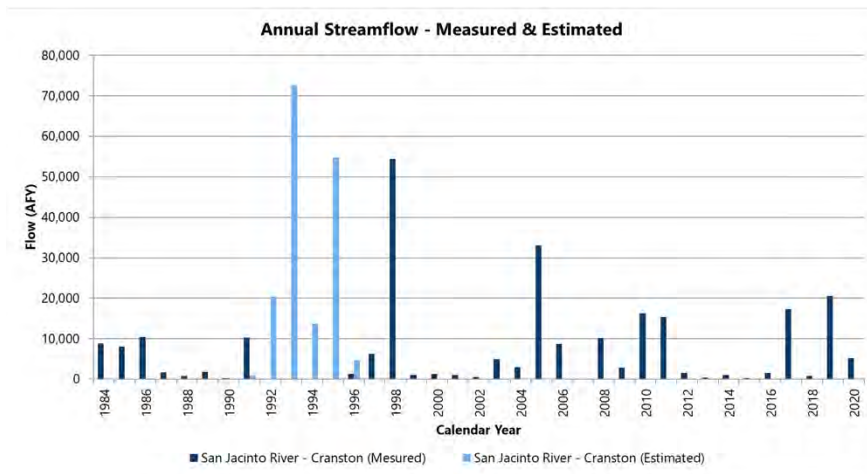
## Schedule Change

- ▶ Presentation of project results to TAC and Board meetings delayed from November to February due to:
  - Delayed data due to EMWD staff change
  - Increased QA/QC of data received
  - Insufficient time for TAC & Watermaster review of the model results

3

## Basin Conditions 1984-2020 Streamflow

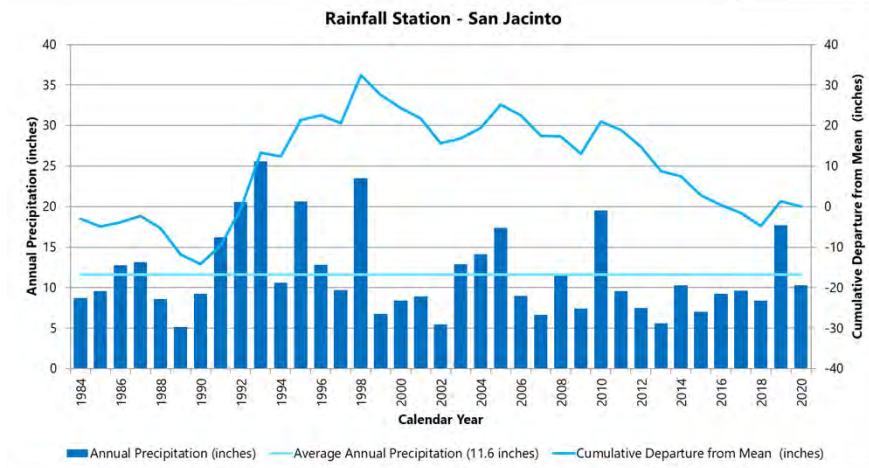
- ▶ Streamflow at San Jacinto River – Cranston (USGS 11069500)



4

# Basin Conditions 1984-2020 Rainfall

► Rainfall at San Jacinto (186)



## **Appendix 10.2 Technical Advisory Committee Meeting Notes**

## **Hemet-San Jacinto Watermaster Technical Advisory Committee (TAC)**

**Due to the spread of COVID-19, and until further notice, the Hemet – San Jacinto Watermaster will be holding all upcoming Technical Committee Meetings by teleconferencing and virtually through GoToMeeting.  
The Meeting will be accessible as follows:**

<b>Meeting Access Via Computer (GoToMeeting):</b>
<a href="https://global.gotomeeting.com/join/933656861">https://global.gotomeeting.com/join/933656861</a>
<b>Meeting Access Via Telephone: +1 (224) 501-3412</b>
Access Code: 933-656-861

### **AGENDA**

**February 14, 2022 – 1:30 p.m.**

- Agency Reports:
  - A. EMWD
  - B. LHMWD
  - C. City of Hemet
  - D. City of San Jacinto
  
- Watermaster Advisor Update:
  - A. Draft February 28, 2022 Board Agenda;
  - B. 2021 Carry-Over Credit Accounts; and
  - C. 2022 Water Resources Monitoring Program Support Services Task Order with EMWD;
  
- Groundwater Modeling Results – Woodard & Curran.
  
- Other Items Per TAC Members Request:
  - A. Consideration for Subsidy from Watermaster for Use of Recycled Water In-lieu of Groundwater for Non Participants to the Judgment – EMWD
  
- Next Meeting May 9, 2022

**Technical Advisory Committee (TAC) Meeting  
Meeting Notes  
Meeting via GoToMeeting  
February 14, 2022**

**TAC Members Present**

EMWD Staff Present: Nick Kanetis, Deputy General Manager  
John Adams, Chief Financial Officer  
Lanaya Alexander, Assistant General Manager PEC  
David Garcia, Director of Water Operations  
Mathew Melendrez, Director of Water Reclamation  
Rachel Gray, Water Resources Planning Manager  
Tom Henderson, Principal Engineering Geologist  
Leighanne Kirk, Principal Water Resources Specialist  
John Dotinga, Water Operations Manager

City of Hemet Staff Present: Travis Holyoak, Water Supervisor

City of San Jacinto Staff Present: Arthur Mullen, Chief of Public Works  
Mathew Osborn, Water Utilities Supervisor

Lake Hemet Staff Present: Mike Gow, General Manager

Private Producers Susie Esquire, Private Pumper

Watermaster Staff Present: Behrooz Mortazavi, Watermaster Advisor (Water Resources Engineers)  
Irma Rodriguez, Executive Assistant (EMWD)

Other: Ali Taghavi, Woodard & Curran  
Reza Namvar, Woodard & Curran  
Zachary Roy, Woodard & Curran

**I. AGENCY REPORTS**

**A. EMWD Status Report**

Ms. Gray reported EMWD is equipping Wells 201, 202, 203, 205. The construction duration is anticipated to be about two years. EMWD is in the final design phase for the groundwater treatment facility for wells 201-203 and 205, Hewitt and Evans. Well 90 sanding issues have been resolved and the pump has been reinstalled. Well 91 pump will be replaced in the next couple of months. EMWD has removed the San Bernardino Kangaroo Rat (SBKR) intake canal crossing on November 1, 2021, for the Grant Avenue Ponds diversion period of November 1 through June 30.

**B. LHMWD Status Report**

Mr. Gow left the meeting prior to this update.

**C. Hemet Status Report**

Mr. Holyoak reported that the rehab on Well 2A should be complete by March 2022. The same contractor won the contract for the Rehab of Well 12. As soon as Well 2A is complete, they will begin Well 12.

**D. San Jacinto Status Report**

Mr. Osborn reported that the the city of San Jacinto is planning on drilling the Grant Well replacement in Mid-June.

**II. WATERMASTER ADVISOR UPDATE**

**A. Draft February 28, 2022 Board Agenda**

Mr. Mortazavi reviewed the draft agenda for the February 28, 2022 Board Meeting.

The action items on the agenda for the Watermaster to consider are:

- Carry-Over Credit Accounts; and
- Consideration to Approve 2022 Water Resources Monitoring Program Support Services ask Order with EMWD.

Information items on the agenda are:

- Groundwater Modeling Results and Review of the updated safe yield estimates based on the 2020 groundwater modeling efforts by Woodard and Curran Consultants and
- Future Agenda Items.

See Attachment 1 for draft agenda.

**B. 2021 Carry-Over Accounts**

Mr. Mortazavi reviewed the Carry-Over Credits that will be included in the Annual Report. At the end of 2020, Metropolitan (MWD) had pre-delivered 15,615 AF towards future obligations. Total of carry-over credits of all agencies at the end of 2020 was 72,429 AF. 7,500 AF of the 15,615 AF goes toward MWD's 2021 obligation, and the balance will remain for future deliveries. If the Soboba Tribe produces over 1,500 AF of groundwater, then the additional production will be offset using the 7,500 AF recharged water. In 2021, the Tribe pumped a total of 1,979 AF, therefore there was 478 AF that had to come out of the recharge account. This will leave a balance of 7,022 AF of unused Soboba Imported Water to be distributed among the parties.

The Adjusted Base Production Rights for 2021 was about 22,283 AF, while total production was about 25,000 AF plus 2,571 AF that was produced from the Phase I Wells. The Cities of Hemet and San Jacinto both produced less than their Adjusted Base Production Rights,

therefore, there was an excess that will be accrued in their Carry-Over Accounts. As for EMWD and LHMWD, both had excess production above their Adjusted Base Production Rights. EMWD's excess production will be offset by the Unused Adjusted Base Production Right. LHMWD requested the excess production be offset by the Unused Soboba Imported Water. There was a transfer agreement between the City of Hemet and EMWD. Every year for the next 8 years there will be 2,500 AF reduction from the City of Hemet's Carry Over Accounts, and this will be transferred to EMWD.

Total Carry-over Credits by the end of 2021 was 74,167 AF and MWD Pre-Delivery for future use is 8,115 AF. All Class B Participants were below their allocations as of December 2021.

There were no questions for the Advisor.

See Attachment 2 for complete presentation.

### **C. 2022 Water Resources Monitoring Program Support Services Task Order with EMWD**

Mr. Mortazavi reviewed the hours and cost estimates EMWD provided for support services for the Groundwater Monitoring Program.

There were no questions for the Advisor.

See Attachment 3 for Slide.

## **I. GROUNDWATER MODELING RESULTS – WOODARD & CURRAN**

Mr. Taghavi provided an update on the San Jacinto Flow Model (SJFM 2020). He explained that this work has been ongoing since 2018. EMWD decided that as part of the Perris South Program and Desalinization Program there was a need to update the Groundwater Model. This also provided an opportunity for the Watermaster to update the Model for the Hemet – San Jacinto Water Management area.

Mr. Namvar provided a brief history on the Model efforts and applications in the San Jacinto Groundwater Basin. The current report will be available in the coming weeks for review.

Mr. Roy reviewed the hydrology, geology, water supply & recharge calculations. These categories were where most of the changes occurred.

Mr. Namvar reviewed the calibration process and results. The water budgets were calibrated against prior reports and studies, including: HSJ report, GSP documents & knowledge of basin behavior. Several metrics were used to measure the calibration success of the updated flow model.

Mr. Taghavi asked Mr. Gow about LHMWD Wells 1 and 3? Mr. Gow said wells 1 and 3 for Lake Hemet are both inactive but they are still able to take water levels from both of these wells. Mr. Gow said the information presented at the meeting is not matching what he expected, and LHMWD is going to do some investigation. Ms. Gray said that there were some issues with ground surface elevation measuring point in the data base. She wanted to make sure those were corrected. She will contact Mr. Roy to review.



Mr. Roy reviewed the estimated Safe Yield per the water Management Plan using SJFM 2020, the Safe Yield is estimated to be 40,000 AFY over the entire model period (1984 – 2018). For the period 1995 – 2018, the yield is estimated to be 38,700 AFY and for the period of 2013 – 2018, the yield is estimated to be 23,600 AFY.

Mr. Mortazavi would like to work with Woodard & Curran to make some changes to this presentation prior to the Board meeting.

See Attachment 4 for complete presentation.

II. **OTHER ITEMS PER TAC MEMBERS REQUEST**

**A. Consideration for Subsidy from Watermaster for Use of Recycled Water In-lieu of Groundwater for Non - Participants to the Judgment**

Ms. Gray reported that this is an ongoing project for EMWD and will report its progress at future meetings.

III. **NEXT MEETING MAY 9, 2022**

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

February 28, 2022  
4:00 pm

**Please note this meeting will be conducted pursuant to protocol for teleconferenced meetings based on Executive Order by Governor Gavin Newsom. Certain board members may be calling in to this meeting by telephone. Any member of the public can observe and participate in this meeting by attending the meeting at 2270 Trumble Road, Perris, CA 92570. Any member of the public wishing to make any comments to the Board may do so in person or by using the following call-in number: (872) 240-3212 access code: 288-806-141. All votes taken during the meeting will be conducted by oral roll call.**

<b>Meeting Access Via Computer (GoToMeeting):</b>
<a href="https://meet.goto.com/836770261">https://meet.goto.com/836770261</a>
<b>Meeting Access Via Telephone: +1 (669) 224-3412</b>
<b>Access Code: 836-770-261</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

I. PUBLIC COMMENTS

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

II. ADDITIONS/DELETIONS TO THE AGENDA

III. REPORTS

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

- A. Board Member Comments/Questions/Reports
- B. Advisor Report
- C. Legal Counsel Report
- D. Treasurer Report

IV. CONSENT CALENDAR

- A. Approval of Minutes – November 22, 2021 Regular Board Meeting.  
*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

- A. 2021 Carry-Over Credit Accounts – Summary of the Carry-Over Credit Accounts as of December 31, 2021.  
*Recommendation: Receive and File Carry-over Credit Account Balances.*
- B. Consideration to Approve 2022 Water Resources Monitoring Program Support Services Task Order with EMWD – Summary of the proposed Task Order activities.  
*Recommendation: Adopt a motion to approve EMWD Water Resources Monitoring Support Services Task Order Number 15 for an amount not-to-exceed \$224,000.*

VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

- A. Groundwater Modeling Results – Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.
- B. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

VII. CLOSED SESSION – NONE

VIII. ADJOURNMENT

Next Regular Board of Directors Meeting  
May 23, 2022 at 4:00 pm at:  
Eastern Municipal Water District Board Room  
2270 Trumble Road, Perris, CA 92570

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans With Disabilities Act of 1990. Any person with a disability who requires a*

*modification or accommodation in order to participate in a meeting should direct such a request to the Watermaster Executive Assistant at 714-707-4787, at least 48 hours before the meeting, if possible.*

*Pursuant to Government Code Section 54957.5, any writing that (a) is a public record; (b) relates to an agenda item for an open session of a regular meeting of the Watermaster Board of Directors; and (c) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at Watermaster's office located at 2270 Trumble Road, Perris, CA 92570.*

DRAFT

# Carry-Over Credits as of December 2021

## Hemet-San Jacinto Watermaster Board Meeting

February 14, 2022

1

# Public Agencies Carry-Over Credits as of December 31, 2020

(All Values in AF)

Agency	Pre 2012 Recharge Rights as of Dec. 31, 2020	Unused SbT Imported Water as of Dec 31, 2020 *	Unused Adjusted BPR (AF) as of Dec 31, 2020	Totals as of Dec 31, 2020	MWD Pre-Delivered for Future
City of Hemet	0	7,169	15,207	22,376	3,061
City of San Jacinto	0	5,026	3,643	8,669	1,952
EMWD	0	3,524	21,680	25,204	5,262
LHMWD	0	12,377	3,803	16,180	5,340
<b>Totals</b>	0	28,096	44,333	<b>72,429</b>	<b>15,615</b>

\* Unused Soboba Tribe Imported Water include Soboba Tribe production from Soboba Golf Course wells.

BPR = Base Production Rights

SbT = Soboba Tribe

2

## Carry-Over Credit Components

- Unused Soboba Imported Water Recharge Water.
- Unused Base Production Rights.
- Water Transfer Agreements.

3

## 2021 MWD Water Deliveries

(All Values in AF)

Agency	MWD Deliveries During 2021	MWD Pre-deliveries prior to 2021	MWD Total Deliveries as of Dec 2021	2021 Soboba Imported Water	MWD Pre-Delivered for Future
City of Hemet	0	3,061	3,061	1,470.0	1,591
City of San Jacinto	0	1,952	1,952	937.5	1,014
EMWD	0	5,262	5,262	2,527.5	2,735
LHMWD	0	5,340	5,340	2,565.0	2,775
<b>Totals</b>	<b>0</b>	<b>15,615</b>	<b>15,615</b>	<b>7,500.0</b>	<b>8,115</b>

4

## 2021 Unused Soboba Water

(All Values in AF)

Agency	Deliveries for 2019	2020 Imported Water Used by SbT *	2020 Unused SbT Imported Water
City of Hemet	1,470.0	93.7	1,376.3
City of San Jacinto	937.5	59.8	877.7
EMWD	2,527.5	161.1	2,366.4
LHMWD	2,565.0	163.5	2,401.5
<b>Totals</b>	<b>7,500</b>	<b>478.1</b>	<b>7,021.9</b>

\* 2021 Soboba Tribe Production (1,978.1883 AF) was reported on Jan 19, 2022.  
Includes Soboba Golf Course wells production.

SbT = Soboba Tribe

5

## 2021 Public Agencies Groundwater Productions

(All Values in AF)

Agency	Adjusted BPR for 2021	Actual 2021 Productions	Production via Phase I Agreement Wells *	Excess Production Above Adjusted BPR	Unused Adjusted BPR
City of Hemet	4,542	1,821	1,955	-	2,721
City of San Jacinto	3,004	2,611	-	-	393
EMWD	7,303	10,603	407	3,300	0
LHMWD	7,434	9,961	209	2,527	0
<b>Totals</b>	<b>22,283</b>	<b>24,996</b>	<b>2,571</b>	<b>5,827</b>	<b>3,113</b>

\* Include all deliveries by EMWD to other Agencies

BPR = Base Production Rights

6

## Public Agencies Carry-Over Credits as of December 31, 2021

(All Values in AF)

Agency	Unused SbT Imported Water as of Dec 31, 2021 *	Unused Adjusted BPR (AF) as of Dec 31, 2021	Totals as of Dec 31, 2021	MWD Pre-Delivered for Future
City of Hemet	4,966	17,053	22,019	1,591
City of San Jacinto	5,904	4,036	9,940	1,014
EMWD **	7,108	19,255	26,363	2,735
LHMWD ***	12,043	3,803	15,846	2,775
<b>Totals</b>	<b>30,021</b>	<b>44,147</b>	<b>74,167</b>	<b>8,115</b>

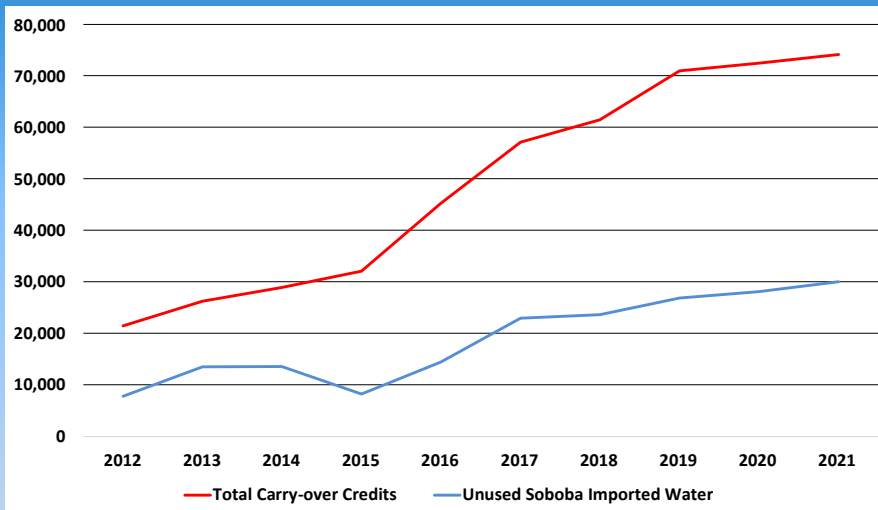
- \* Unused Soboba Tribe Imported Water include Soboba Tribe production from Soboba Golf Course wells.
- \*\* EMWD requested the excess production be offset by the Unused Adjusted BPR.
- \*\*\* LHMWD requested the excess production be offset by the Unused Soboba Imported Water.

BPR = Base Production Rights

SbT = Soboba Tribe

7

## Carry-Over Credits 2012-2021



8



## **Recommendation**

**Receive and File the 2021 Carry-Over  
Credit Accounts Summary Data**

9

**Questions...**

10

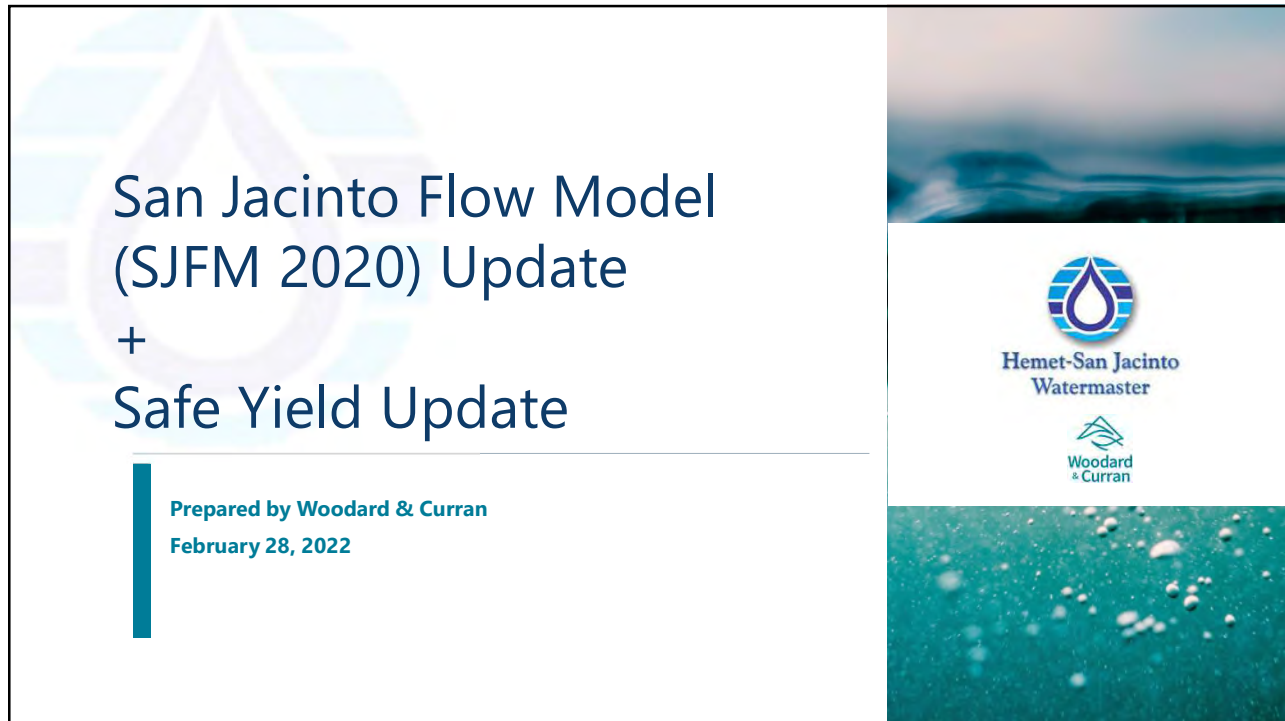
# Groundwater Monitoring Program Estimate

- EMWD provides support services for collecting water levels, quality samples plus laboratory analysis, and report preparation.
- Average Billing rates for the EMWD Staff is between \$107 - \$198 per hour.

Activity	Hours	Cost Estimates
Extraction monitoring (60 wells/Month plus 39 wells estimations)	424	\$46,828
Water level monitoring (210 wells)	324	\$35,298
Water quality monitoring (62 wells)	284	\$49,883
Inactive well capping (10 wells)	180	\$21,850
Meter installation (5 wells)/calibration (5 meters)	130	\$43,975
Annual Report	160	\$26,166
<b>Totals</b>	<b>1,502</b>	<b>\$224,000</b>

**2022 Budget**

**\$224,000**

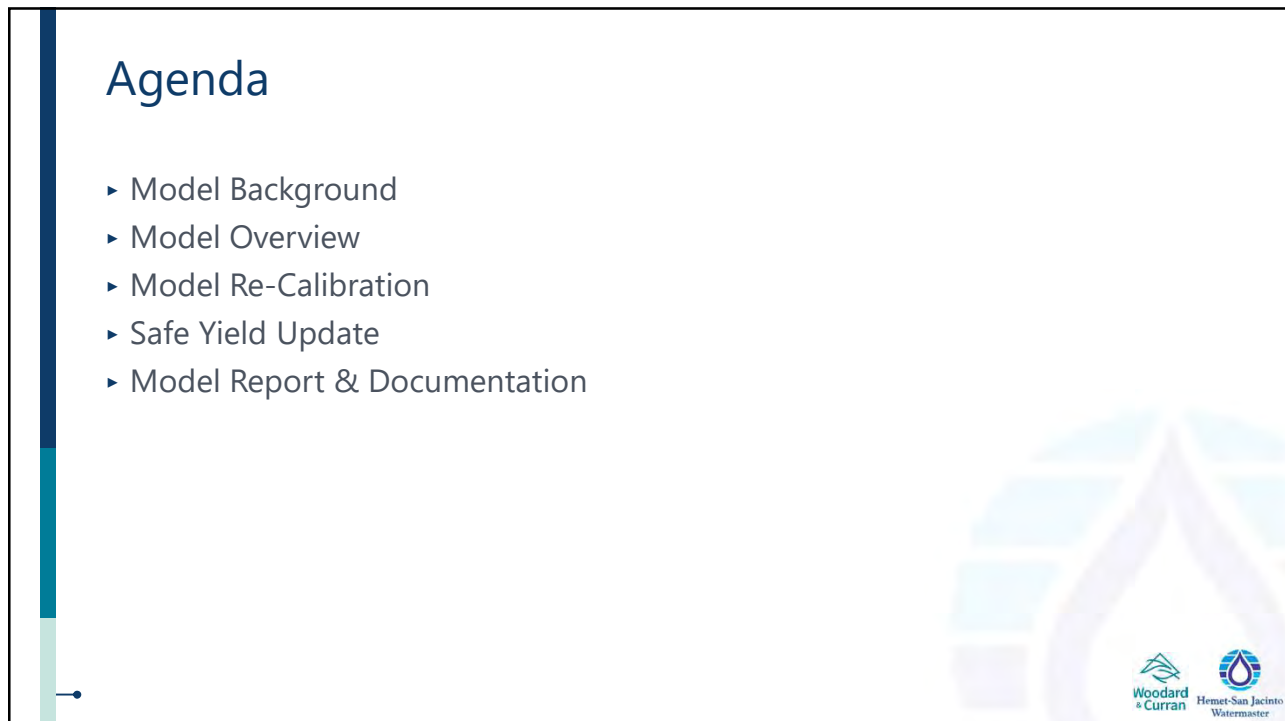


# San Jacinto Flow Model (SJFM 2020) Update + Safe Yield Update

Prepared by Woodard & Curran  
February 28, 2022

Hemet-San Jacinto Watermaster  
Woodard & Curran

1



## Agenda

- ▶ Model Background
- ▶ Model Overview
- ▶ Model Re-Calibration
- ▶ Safe Yield Update
- ▶ Model Report & Documentation

Woodard & Curran Hemet-San Jacinto Watermaster

2

# San Jacinto Flow Model Background

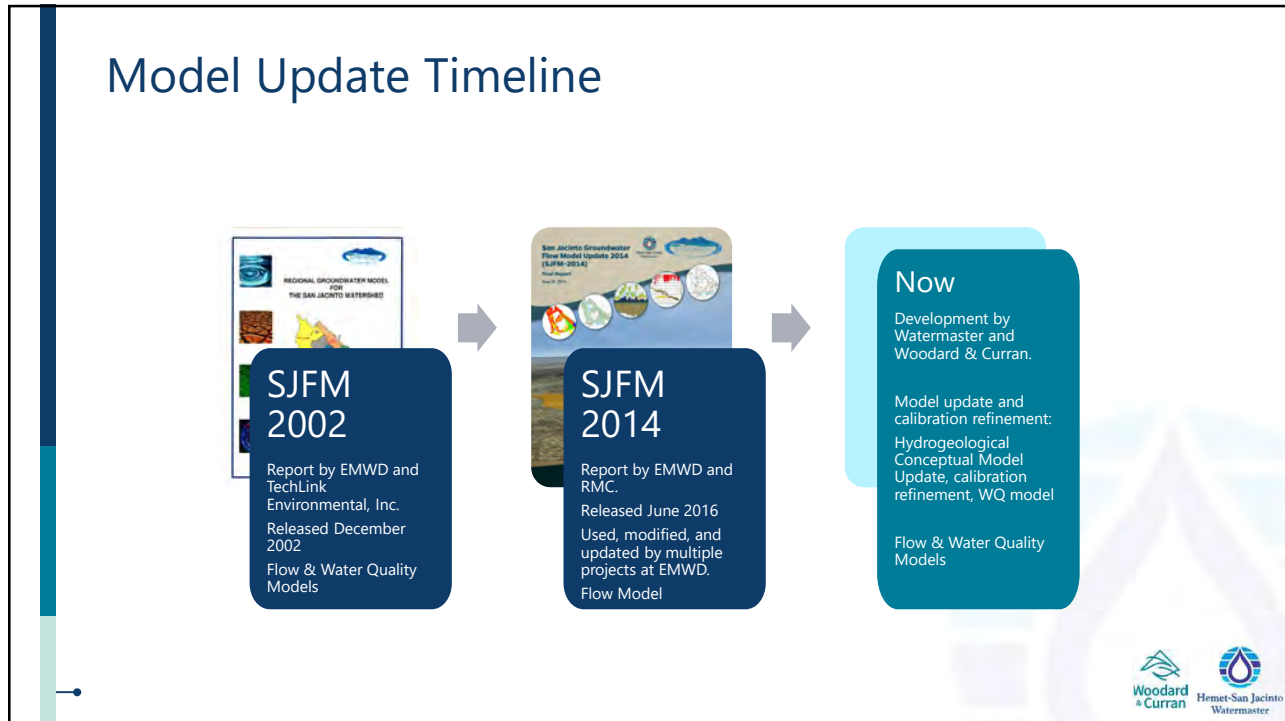
## Model History & Applications

3

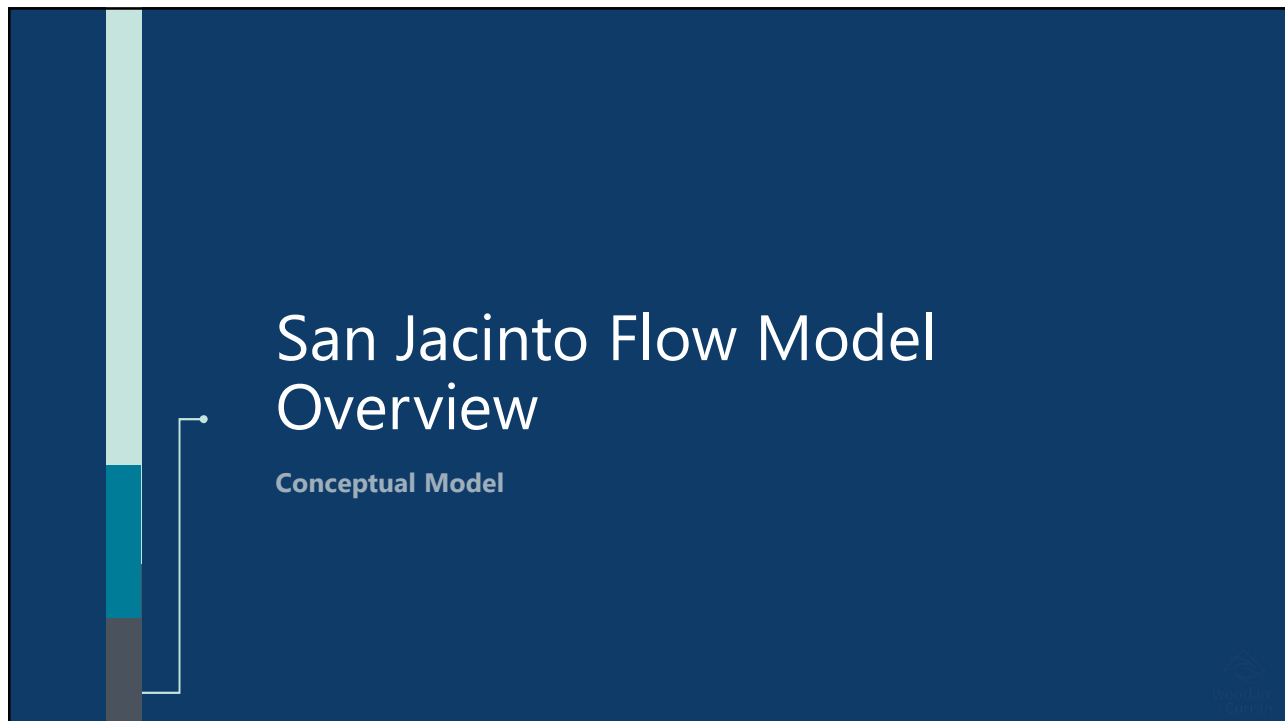
## Modeling Efforts in the San Jacinto Groundwater Basin

Year	Model Area	Simulation Period	Consultant	Client
1975	Entire Basin and Water Quality	1963-1972	WRE & Kreiger and Stewart	SWAPA
1991	Canyon, Upper Pressure, Lower Pressure Flow, and Water Quality	1963-1983	UCLA	MWD, EMWD, SWAPA
1995	Hemet Flow and Water Quality	Data Collection	UCLA	MWD, EMWD
1998	Entire Basin	1972-1991	DHI	EMWD
2001	Perris North and March Air Reserve Base (MARB)	1993-1999	Tetra Tech	MARB
2002	San Jacinto Groundwater Basin	1984-1999	TechLink	EMWD
2014	San Jacinto Groundwater Basin	1984-2012	RMC	EMWD, Watermaster

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## SJFM Overview

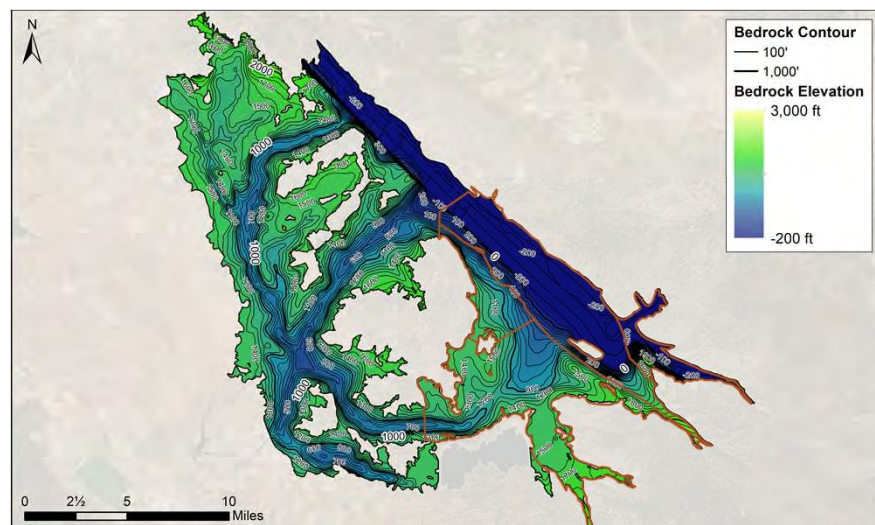
- Geology
  - Bedrock
  - Faults
  - Pump Tests
- Water Supply
  - Areal Recharge
  - Stream Seepage
  - Mountain Front Recharge



7

## Geology – Depth to Bedrock

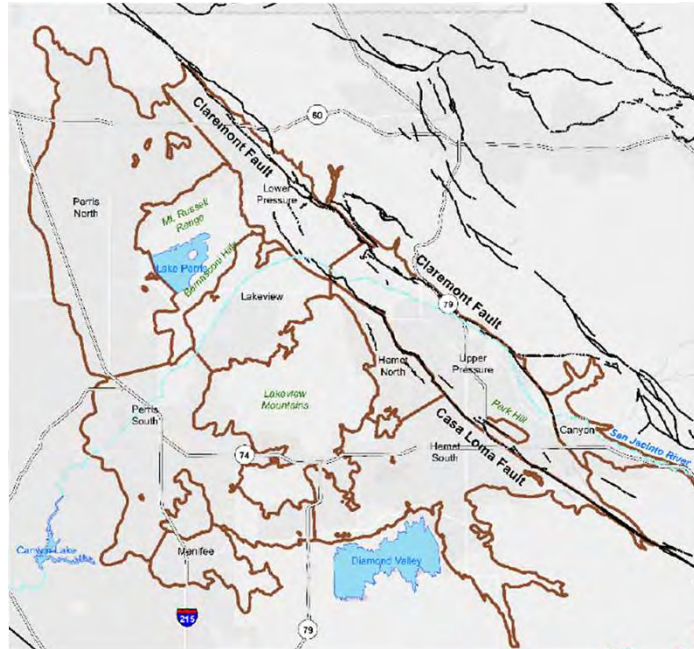
- Bedrock surface datasets were compiled and used to update the bottom of the model domain.
- Explorations in the MARB area, and Lake Perris area were included.



8

## Geology - Faults

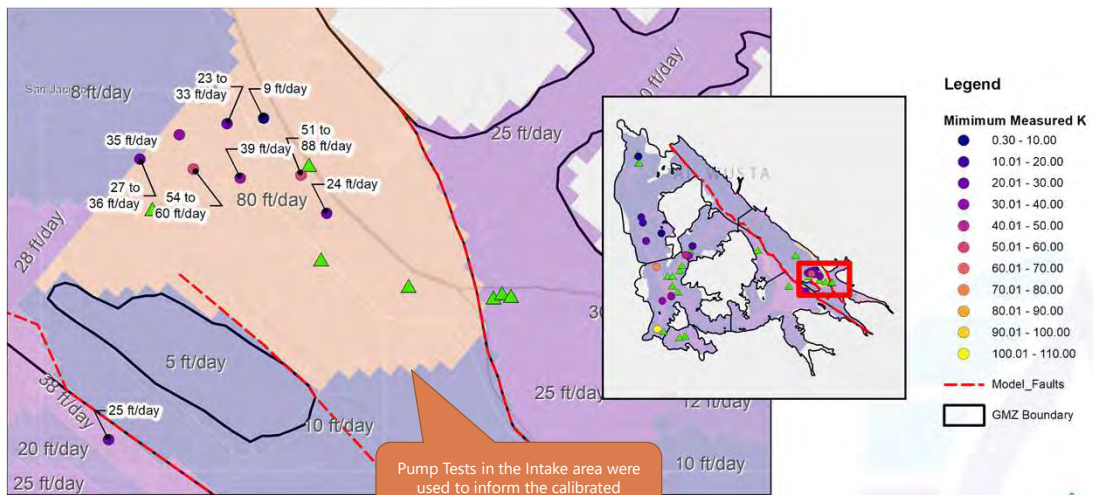
- ▶ The fault locations were retained from SJFM 2014.
- ▶ Constructs from SJFM 2014 within the Canyon and Upper Pressure GMZs were also retained.



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Hemet-San Jacinto  
Watermaster

9

## Geology – Pump Tests



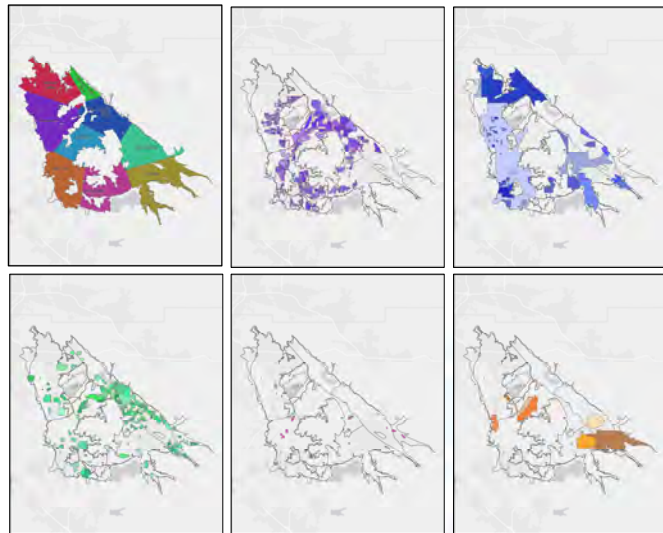
Pump Tests in the Intake area were used to inform the calibrated conductivities in the area.

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Hemet-San Jacinto  
Watermaster

10

# Water Supply

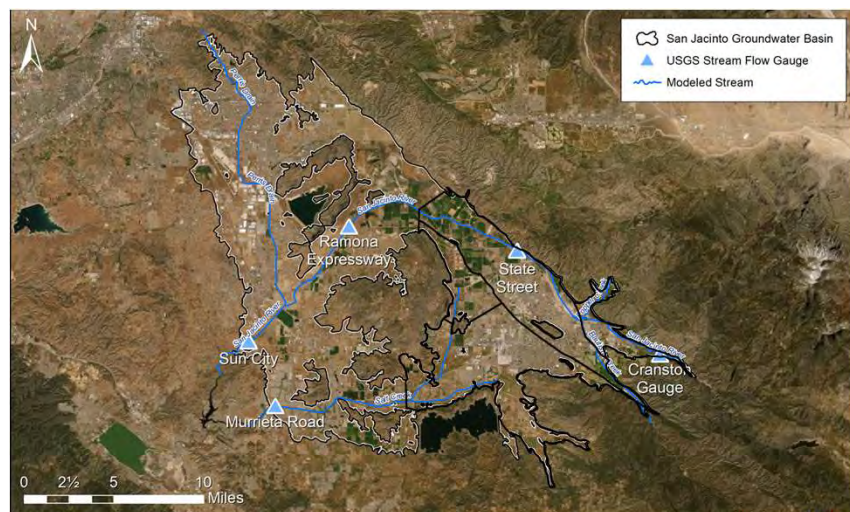
- ▶ Areal Recharge
  - Rainfall
  - EMWD Water Sales
  - Subagencies Water Sales
  - Reclaimed Water Sales
  - Irrigation
- ▶ Reclaimed Water Ponds
- ▶ Streamflow Recharge
- ▶ Boundary Flows
  - Mountain Front Recharge
  - Lake Seepage



11

# Stream flows

- ▶ Stream flow data was used from 5 USGS gauges within the basin.

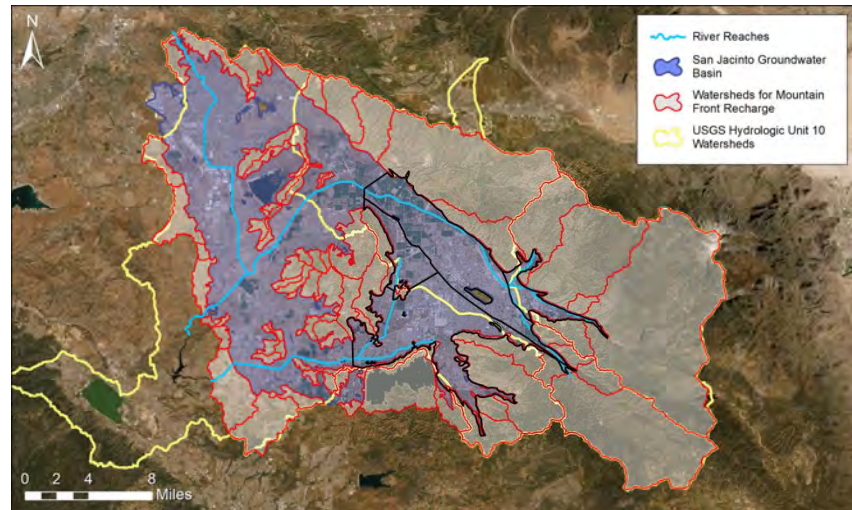


12



## Mountain Front Recharge

- ▶ MFR values vary based on observed precipitation from the Rain Gauges in the Basin.
- ▶ The Statewide California Basin Characterization Model (USGS) was used to predict the MFR estimates from Precipitation.



13

## San Jacinto Flow Model Calibration

Calibration Process & Results

14

## SJFM2020 Calibration

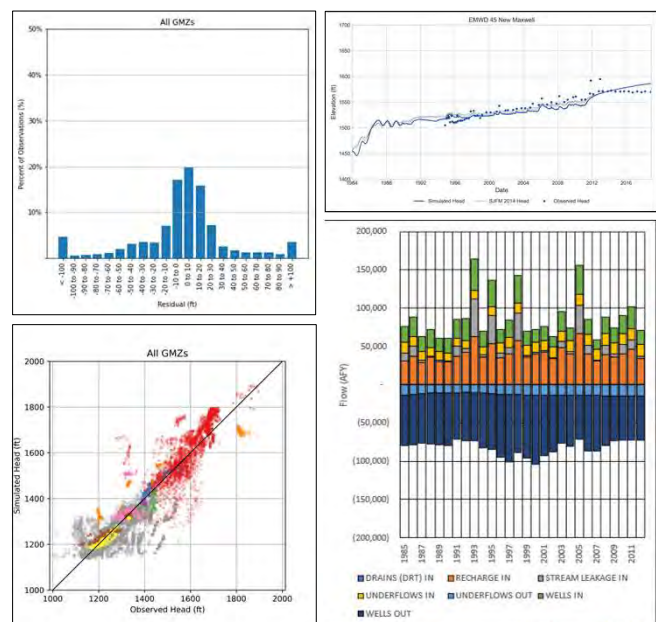
- ▶ SJFM was updated for the entire groundwater basin
  - West San Jacinto – USACE
  - Hemet/San Jacinto – HSJ Water Management Area Watermaster
- ▶ Approach was to calibrate the entirety of the model in a unified manner
  1. Perform manual calibration
  2. Set calibration targets for each GMZ based on:
    - Conceptual representation of the aquifer system
    - Availability and quality of data
  3. Perform PEST calibration for primary aquifer parameters
  4. Finalize GMZ level water budgets
- ▶ Perform sensitivity analysis for model calibration parameters



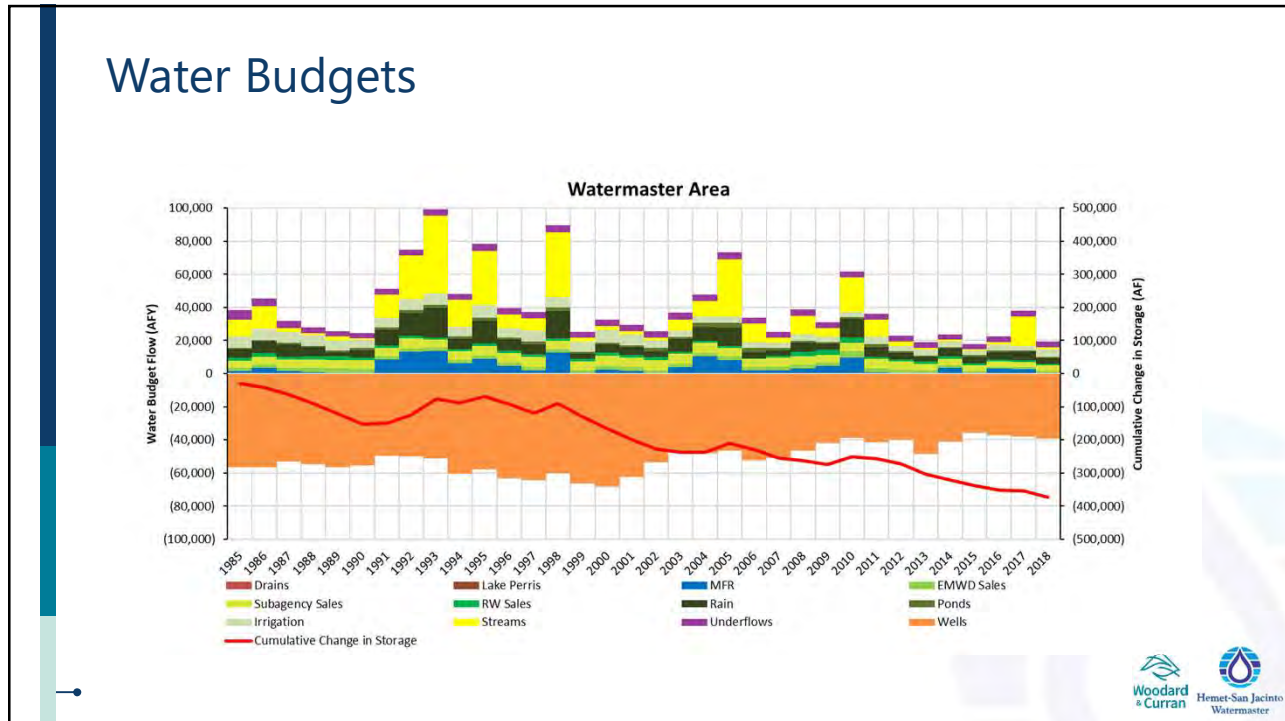
15

## Calibration Tools

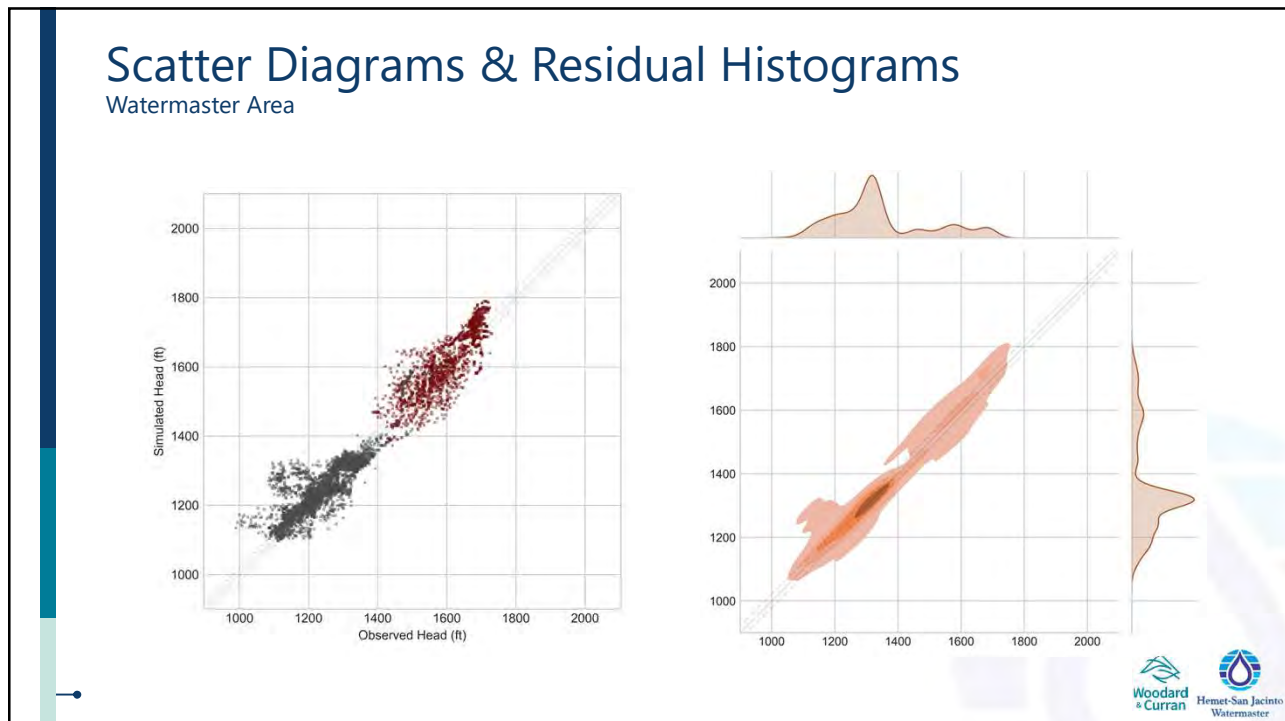
- ▶ The Water Budgets were calibrated against prior reports and studies, including:
  - HSJ reports
  - GSP documents
  - knowledge of basin behavior
- ▶ Several metrics were used to measure the calibration success of the updated flow model.
  - Residual Histogram and Scatter Diagrams
  - Selected Hydrographs
  - Water Budgets
- ▶ Observed heads were used to source the residual-based metrics.



16



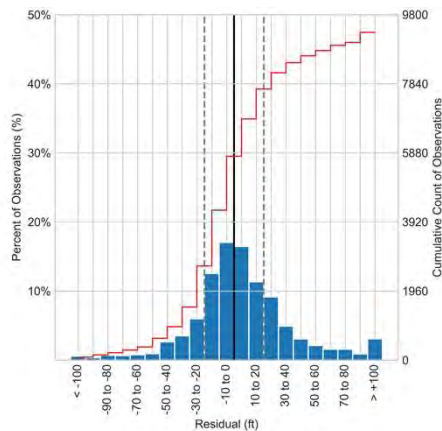
17



18

# Scatter Diagrams & Residual Histograms

Watermaster Area

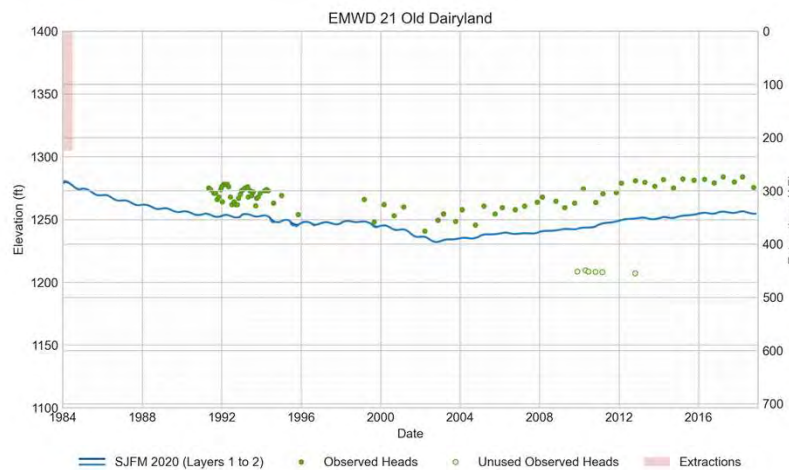


Residual	Count	%	Cumulative %
0' – 10'	3,114	33%	33%
10' – 20'	2,223	24%	57%
20' – 30'	1,409	15%	73%
30' – 40'	786	8%	81%
40' – 50'	533	6%	87%
50' – 60'	286	3%	90%
60' – 70'	221	2%	92%
70' – 80'	208	2%	94%
80' – 90'	147	2%	96%
90' – 100'	75	1%	97%
100' +	72	1%	98%

Woodard & Curran Hemet-San Jacinto Watermaster

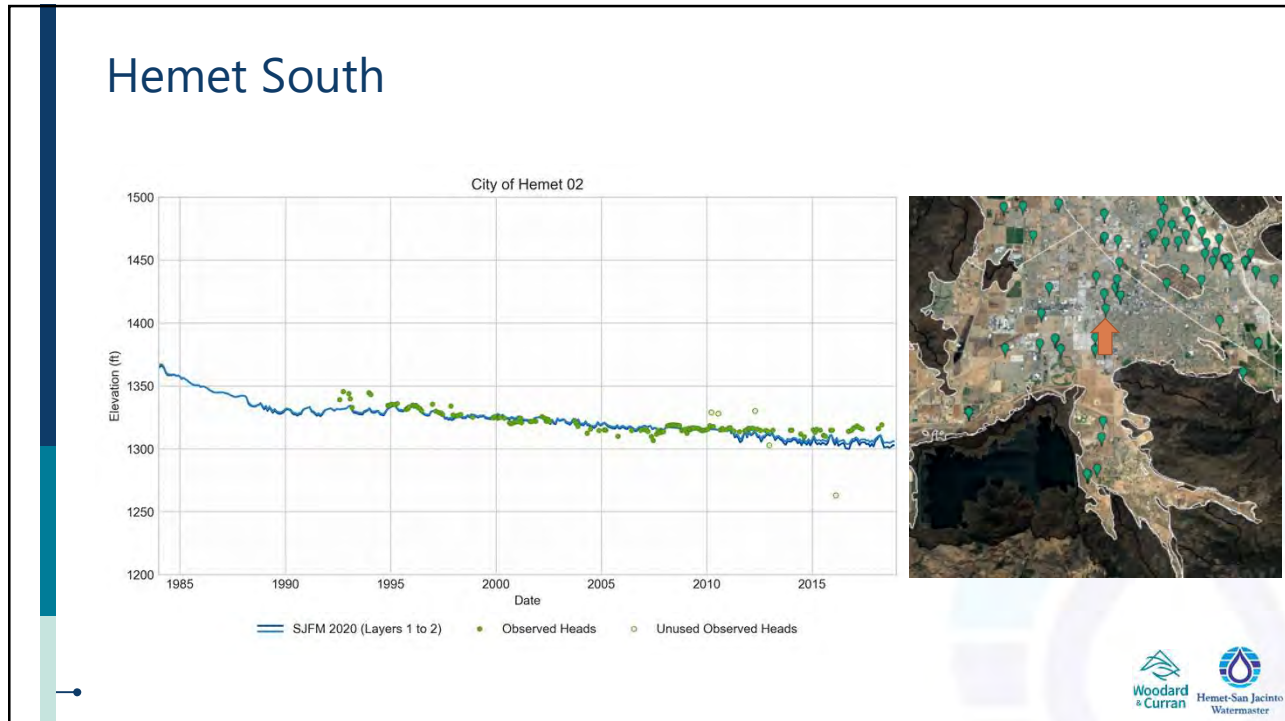
19

# Hemet North

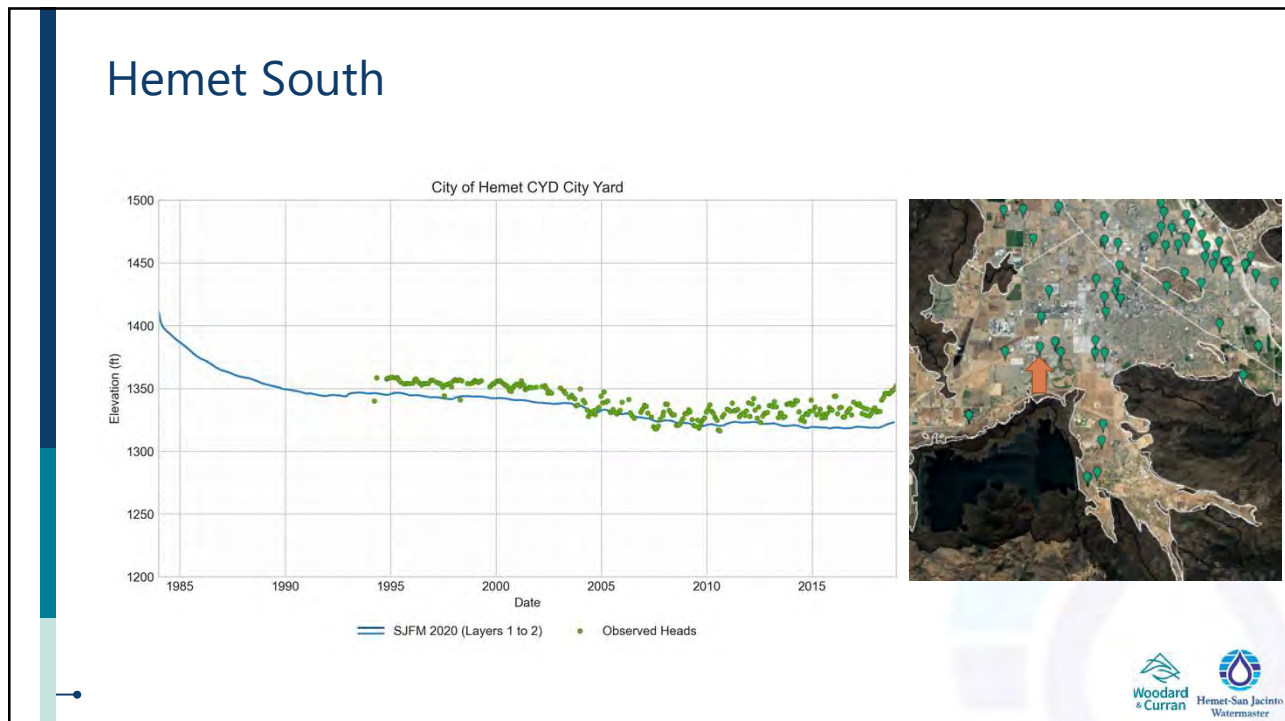


Woodard & Curran Hemet-San Jacinto Watermaster

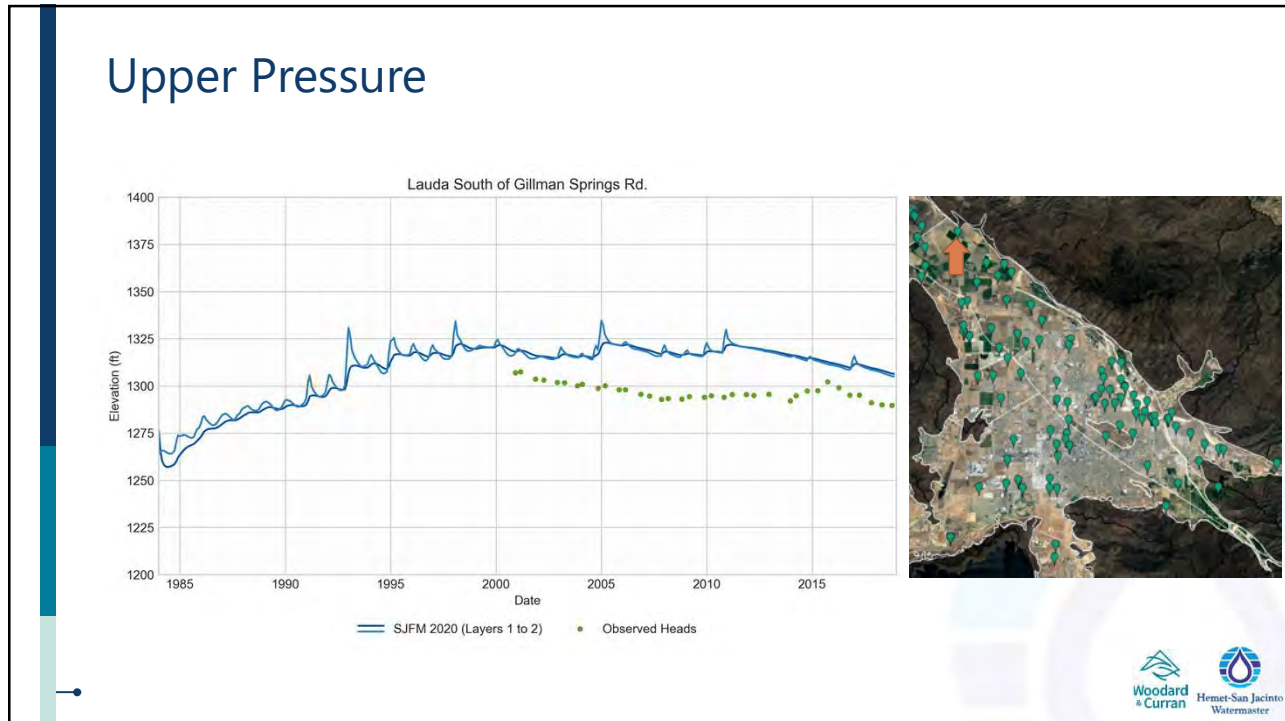
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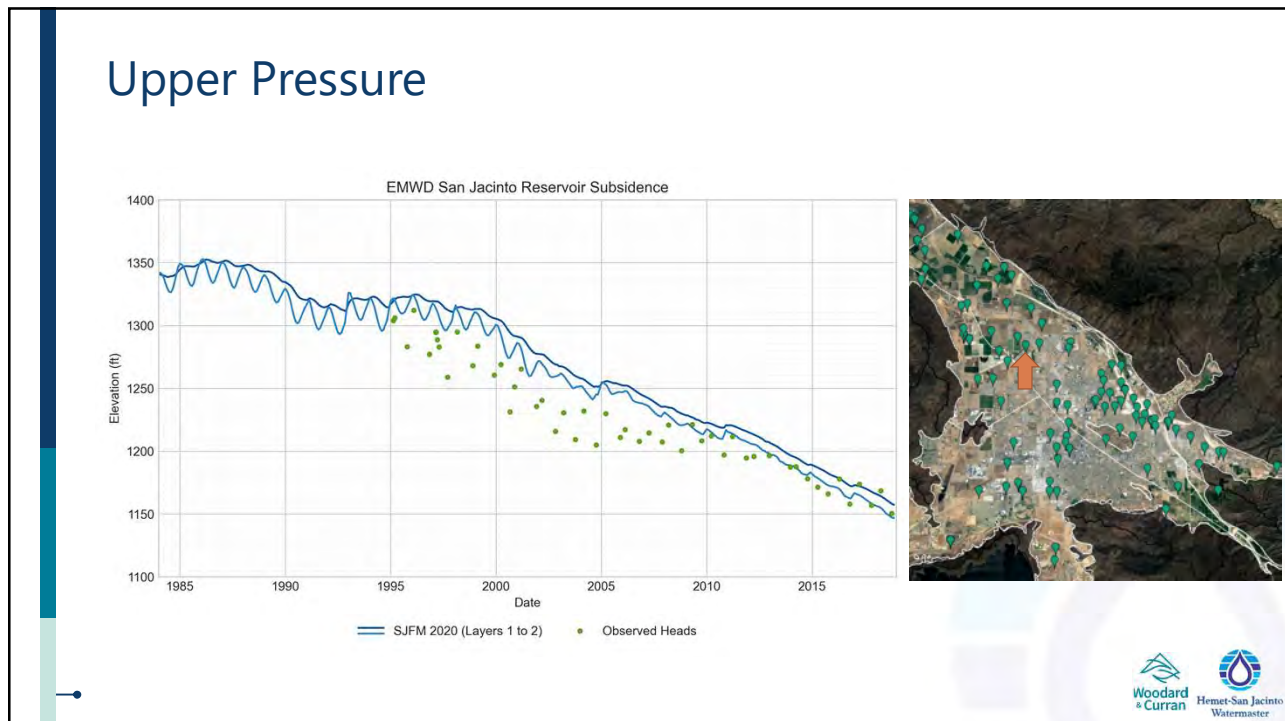
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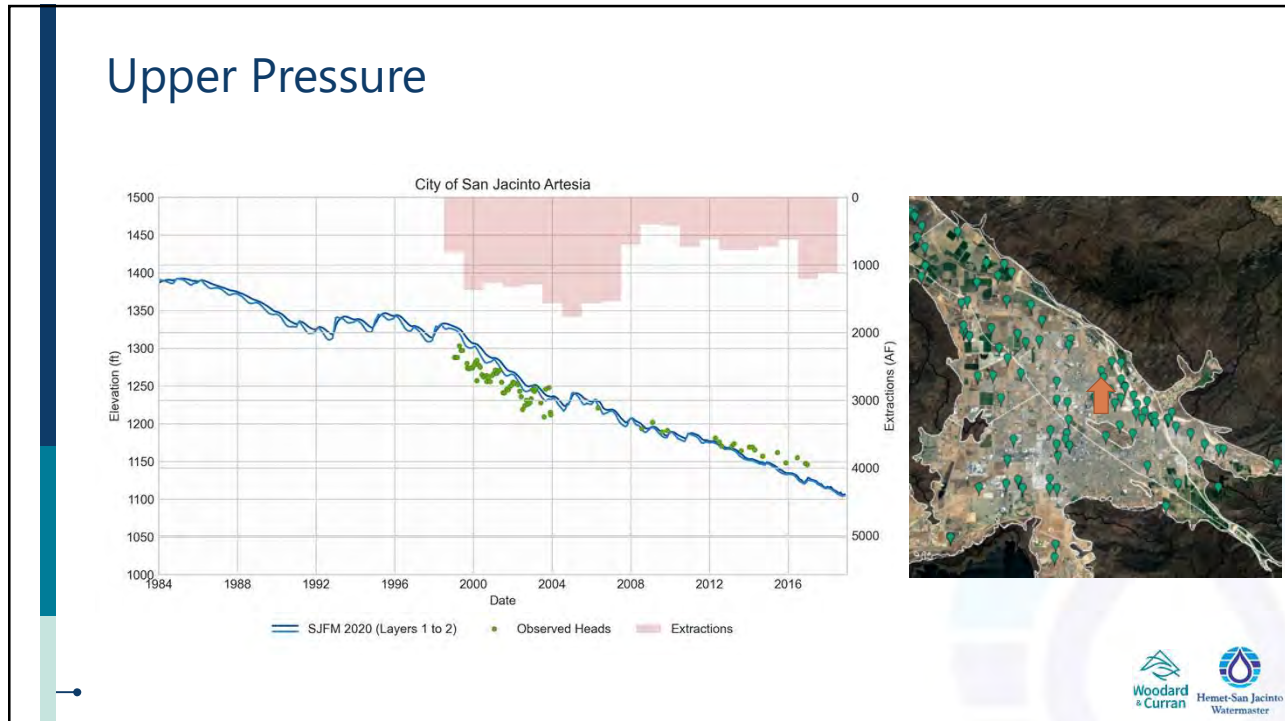
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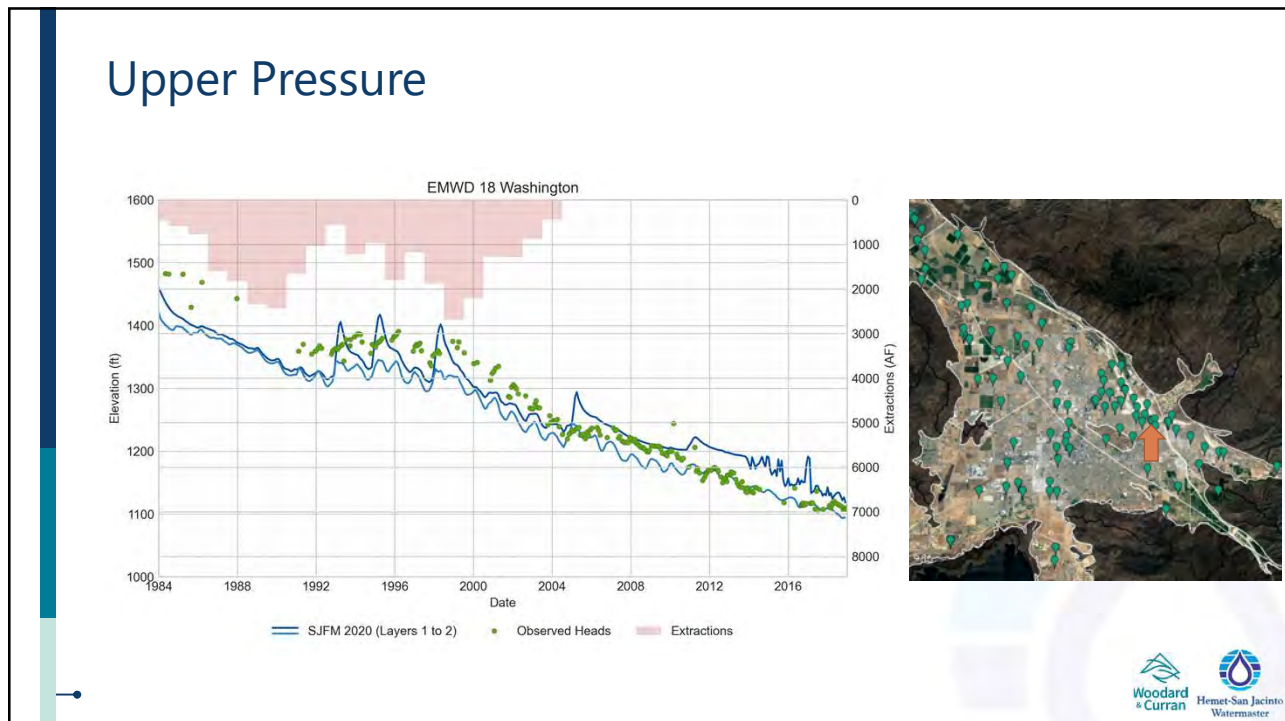
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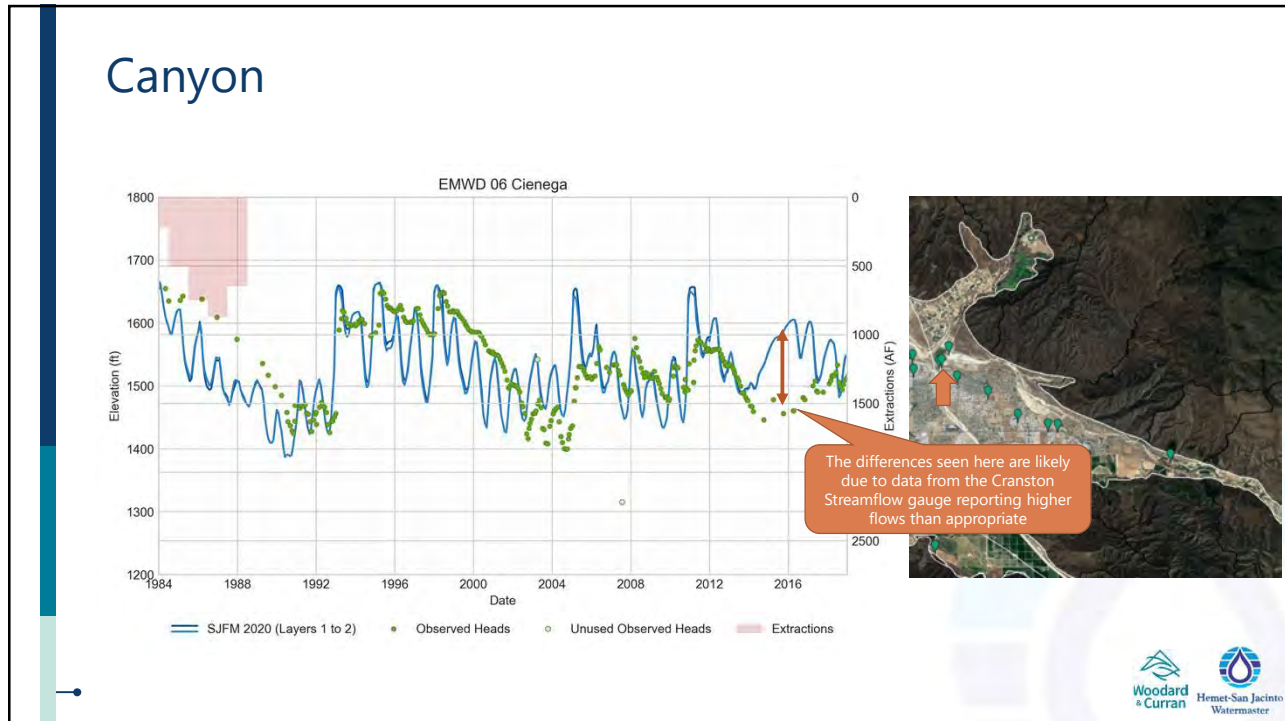
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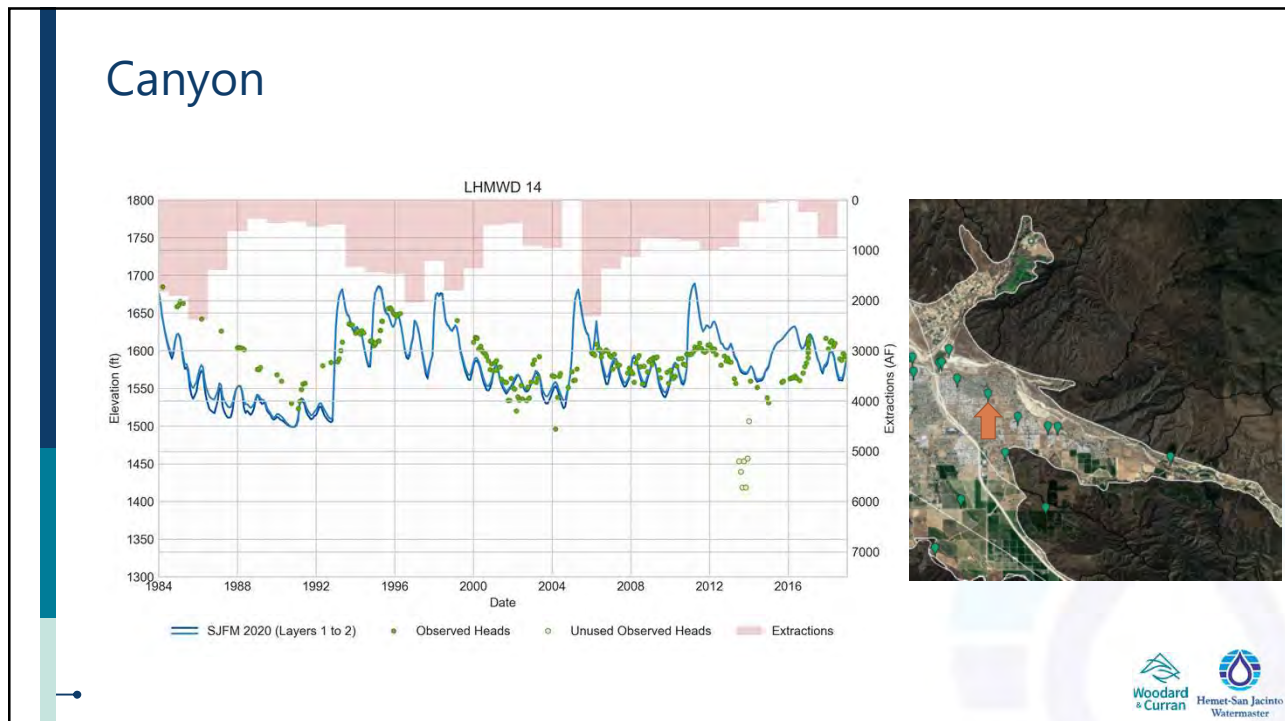
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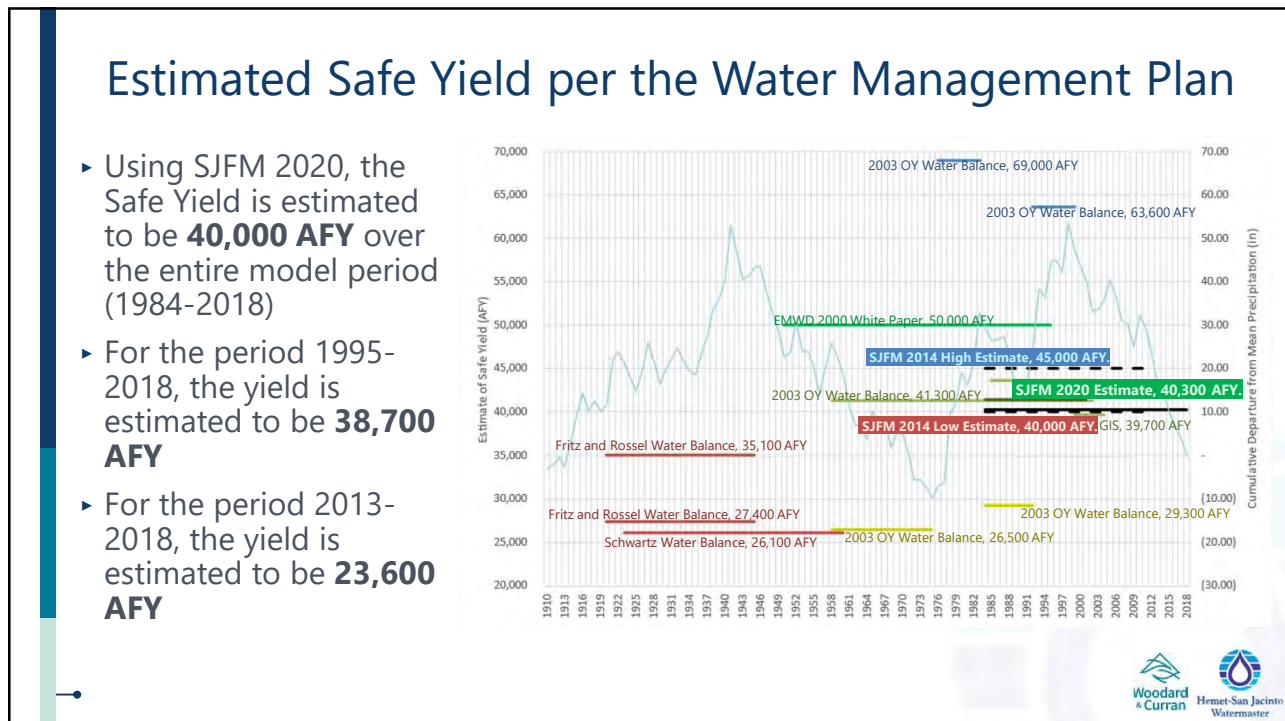
28



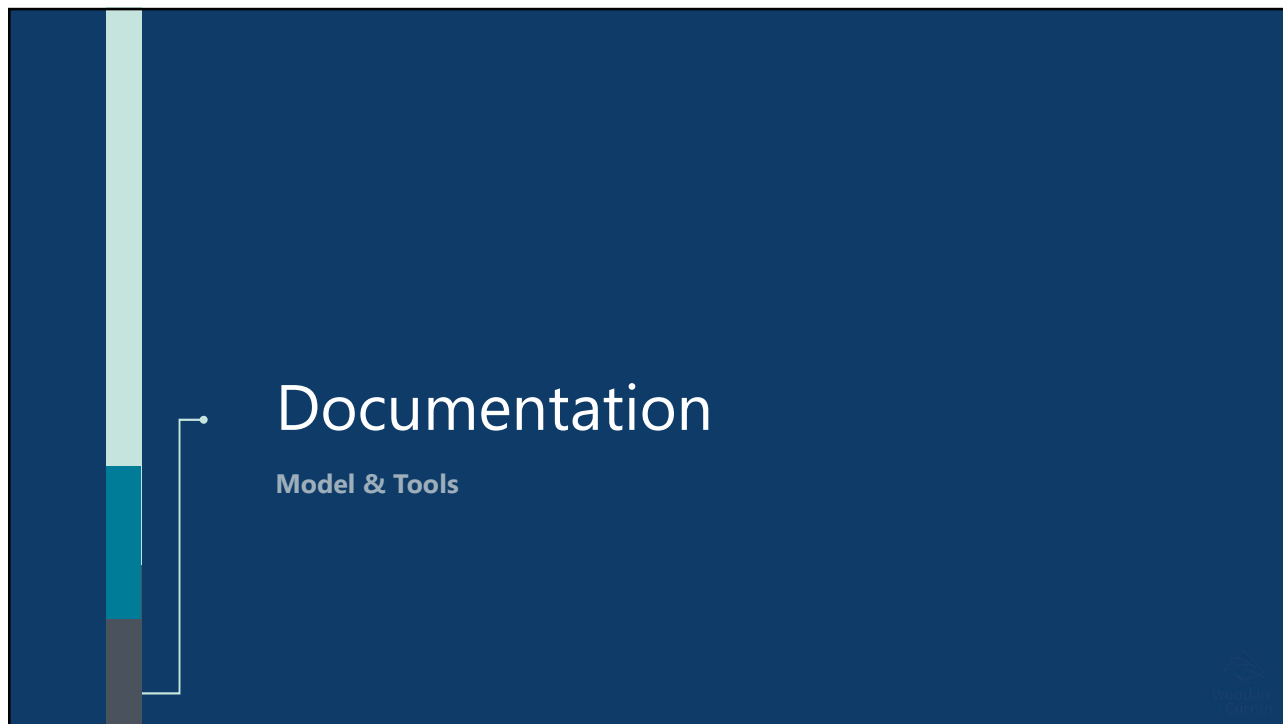
# Safe Yield

## Update & Results

29



30



31

## Model Report & Documentation

- ▶ A preliminary draft of the **SJFM 2020 Model Update Report** has been prepared and is under review.
  - This report covers updates and calibration made to both sides of the basin.
- ▶ Watermaster Report on Safe Yield update has been prepared

Woodard & Curran Hemet-San Jacinto Watermaster

32

## **Hemet-San Jacinto Watermaster Technical Advisory Committee (TAC)**

**Due to the spread of COVID-19, and until further notice, the Hemet – San Jacinto Watermaster will be holding all upcoming Technical Committee Meetings by teleconferencing and virtually through GoToMeeting.  
The Meeting will be accessible as follows:**

<b>Meeting Access Via Computer (GoToMeeting):</b>
<a href="https://meet.goto.com/396611685">https://meet.goto.com/396611685</a>
<b>Meeting Access Via Telephone: +1 (408) 650-3123</b>
<b>Access Code: 396-611-685</b>

### **AGENDA**

**May 9, 2022 – 1:30 p.m.**

- Agency Reports:
  - A. EMWD
  - B. LHMWD
  - C. City of Hemet
  - D. City of San Jacinto
  
- Watermaster Advisor Update:
  - A. Draft May 23, 2022 Board Agenda;
  - B. Groundwater Storage Change Calculations;
  - C. 2021 Annual Report;
  - D. Safe Yield Estimate Update.
  
- Other Items Per TAC Members Request:
  - A. Consideration for Subsidy from Watermaster for Use of Recycled Water In-lieu of Groundwater for Non Participants to the Judgment – EMWD
  
- Next Meeting August 8, 2022

**Technical Advisory Committee (TAC) Meeting  
Meeting Notes  
Meeting via GoToMeeting  
May 9, 2022**

**TAC Members Present**

EMWD Staff Present:            John Adams, Chief Financial Officer  
   Lanaya Alexander, Assistant General Manager PEC  
   David Garcia, Director of Water Operations  
   Rachel Gray, Water Resources Planning Manager  
   Tom Henderson, Principal Engineering Geologist  
   Leighanne Kirk, Principal Water Resources Specialist  
   John Dotinga, Water Operations Manager

City of Hemet Staff Present:    Noah Rau, Public Works Director/Engineer  
   Travis Holyoak, Water Supervisor  
   Arthur Mullen, Water Utilities Supervisor

City of San Jacinto Staff  
Present:                            Mathew Osborn, Water Utilities Supervisor

Lake Hemet Staff Present:      Mike Gow, General Manager

Private Producers

**I. AGENCY REPORTS**

**A. EMWD Status Report**

Ms. Gray reported on EMWD's status.

**B. LHMWD Status Report**

Mr. Mike Gow reported on LHMWD status.

**C. Hemet Status Report**

Mr. Holyoak reported on the of City of Hemet Status.

**D. San Jacinto Status Report**

Mr. Osborn had nothing to report on the of City of San Jacinto Status.

**WATERMASTER ADVISOR UPDATE**

**A. Draft May 23, 2022 Board Agenda**

Mr. Mortazavi reviewed the draft agenda for the May 23, 2022 Board Meeting. TAC Members did not ask for any changes to the Draft Agenda.

See Attachment 1 for draft agenda.

**B. Groundwater Storage Change Calculations**

Mr. Mortazavi reviewed the Groundwater Storage Changes Estimates. TAC Members did not ask for any changes.

See Attachment 2 for complete presentation.

**C. 2021 Annual Report**

Mr. Mortazavi reviewed the draft 2021 Annual Report. TAC Members did not ask for any changes.

See Attachment 3 for complete presentation.

**D. Safe Yield Estimate Update**

Mr. Mortazavi presented the Safe Yield estimate for discussion. TAC Members asked Mr. Mortazavi to bring back his recommendations to the TAC before presenting them to the Watermaster.

See Attachment 4 for complete presentation.

**I. OTHER ITEMS PER TAC MEMBERS REQUEST**

**A. Consideration for Subsidy from Watermaster for Use of Recycled Water In-lieu of Groundwater for Non - Participants to the Judgment**

Ms. Gray provided a brief review on the Use of Recycled Water In-Lieu status.

**II. NEXT MEETING AUGUST 8, 2022**

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

May 23, 2022

4:00 pm

**Please note this meeting will be conducted pursuant to protocol for teleconferenced meetings based on Executive Order by Governor Gavin Newsom. Certain board members may be calling in to this meeting by telephone. Any member of the public can observe and participate in this meeting by attending the meeting at 2270 Trumble Road, Perris, CA 92570. Any member of the public wishing to make any comments to the Board may do so in person or by using the following call-in number: (571) 317-3112 access code: 288-806-141. All votes taken during the meeting will be conducted by oral roll call.**

<b>Meeting Access Via Computer (GoToMeeting):</b>
<a href="https://meet.goto.com/363937773">https://meet.goto.com/363937773</a>
<b>Meeting Access Via Telephone: +1 (571) 317-3112</b>
<b>Access Code: 363-937-773</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

**I. PUBLIC COMMENTS**

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

**II. ADDITIONS/DELETIONS TO THE AGENDA**

**III. REPORTS**

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

A. Board Member Comments/Questions/Reports

B. Advisor Report

C. Legal Counsel Report

D. Treasurer Report

#### IV. CONSENT CALENDAR

- A. Approval of Minutes – February 28, 2022 Regular Board Meeting.

*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

#### V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

- A. Consideration to Adopt Resolution 9.7 RE Administrative Assessment for 2022 – Per Section 3.4.1 of the Stipulated Judgment, Watermaster shall set the Administrative Assessment for 2022.

*Recommendation: Adopt a motion to Approve Resolution 9.7 setting the Administrative Assessment for 2022 at \$35 per acre-foot.*

- B. Groundwater Storage Change Calculations – Estimated groundwater storage changes between 2020 and 2021 using the methodology used in the previous years.

*Recommendation: Receive and file estimated storage change between the years 2020 and 2021.*

- C. 2021 Financial Audit – Presentation by CliftonLarsonAllen Certified Public Accountants and Financial Advisors Summarizing 2021 Audit Findings and Recommendations.

*Recommendation: Adopt a motion to Receive and submit the Audit Report as part of the Watermaster 2021 Annual Report to the Court after any additional comments by Legal Counsel.*

- D. 2021 Annual Report – Presentation of the summarized 2021 Annual Report.

*Recommendation: Adopt a motion to receive and file the 2021 Annual Report with the Court after any additional comments by Legal Counsel.*

#### VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

- A. Groundwater Modeling Results – Review of the updated safe yield estimates based on the 2020 groundwater modeling effort by Woodard and Curran Consultants.

- B. Safe Yield Estimate Update – Discussion of issues to be considered as a result of the Groundwater Modeling results.

- C. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

VII. CLOSED SESSION – NONE

VIII. ADJOURNMENT

Next Regular Board of Directors Meeting

August 22, 2022 at 4:00 pm at:

Eastern Municipal Water District Board Room  
2270 Trumble Road, Perris, CA 92570

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans With Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such a request to the Watermaster Executive Assistant at 714-707-4787, at least 48 hours before the meeting, if possible.*

*Pursuant to Government Code Section 54957.5, any writing that (a) is a public record; (b) relates to an agenda item for an open session of a regular meeting of the Watermaster Board of Directors; and (c) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at Watermaster's office located at 2270 Trumble Road, Perris, CA 92570.*



# **Groundwater Storage Change Estimates Spring 2020 to Spring 2021**

**Hemet-San Jacinto Watermaster  
TAC Meeting  
May 9, 2022**

1

## **Storage Change Methodology**

**Used 2014 San Jacinto Groundwater Flow  
Model (SJFM-2014) & Groundwater Storage  
Change Calculator (GSCC) Version 1.2 to  
calculate storage changes between 2013 and  
2020**

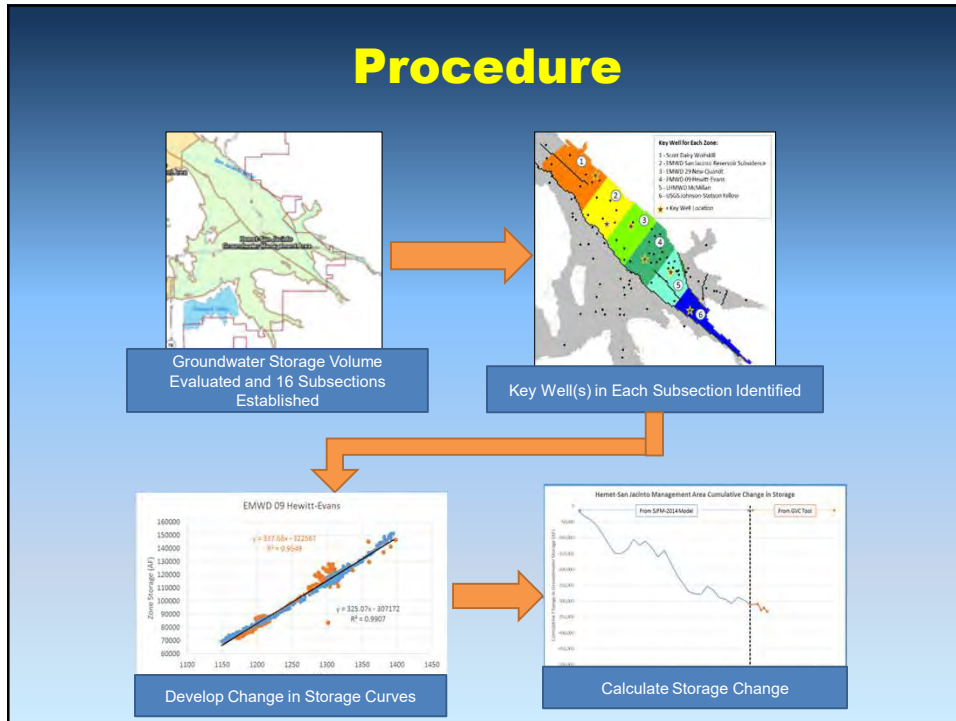
**&**

**Uses the 2020 San Jacinto Groundwater Flow  
Model (SJFM-2020) information and GSCC  
Version 2.5 after 2020**

**to**

**Calculate the storage change in the Hemet-San  
Jacinto Management Area**

2



3

## Estimated Storage Changes 1984-2021

Management Zone	Time Period	Estimated Storage Changes (AF)
Management Area	January 1984 - December 2012	- 310,458
Management Area	January 1984 – Spring 2021	- 325,752
Management Area	January 2013 – Spring 2021	- 15,294
<b>Total Groundwater Management Zones</b>	<b>Spring 2020 – Spring 2021</b>	<b>-9,465</b>
San Jacinto Upper Pressure	Spring 2020 – Spring 2021	- 3,303
Hemet North	Spring 2020 – Spring 2021	331
Hemet South	Spring 2020 – Spring 2021	- 3,374
Canyon	Spring 2020 – Spring 2021	- 3,119

4

## **Recommendation**

- **Include Storage Change estimates in the Annual Report filings with the Court.**
- **Authorize the Advisor to file the Annual Report Information (including Storage Changes) with DWR as part of the Sustainable Groundwater Management Act requirements.**

5

## **Questions...**

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# Hemet-San Jacinto Groundwater Management Area 2021 Annual Report

Hemet-San Jacinto Watermaster  
TAC Meeting

May 9, 2022

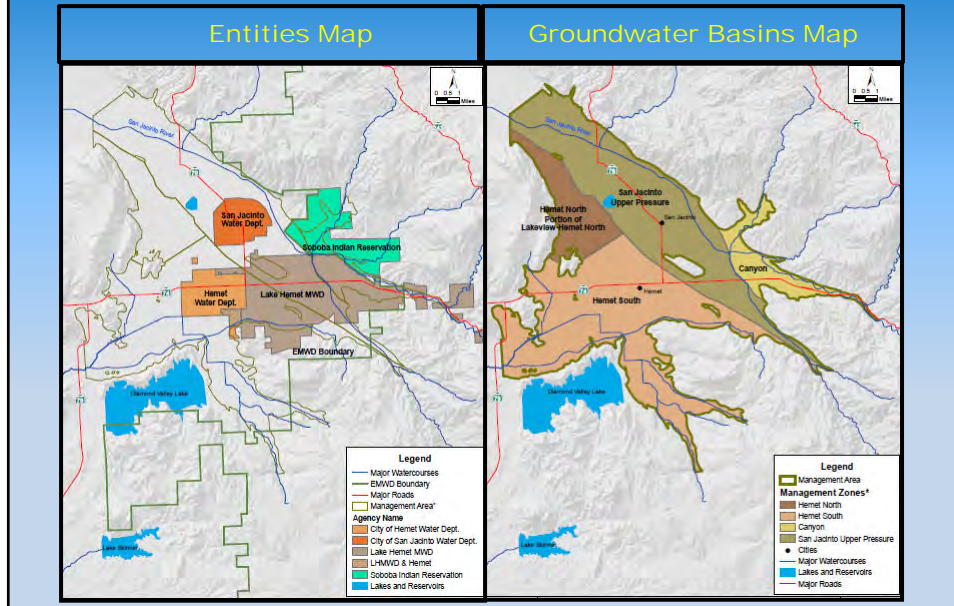
1

## 2021 Annual Report Table of Contents

- **Executive Summary**
- **Introduction**
- **Management Plan Activities**
- **Current Water Supply**
- **Projected Demands Update**
- **Monitoring, Data Compilation, and Evaluation**
- **2021 Financial Considerations**
- **Tables/Figures/Maps**
- **Appendices**
  - Board Minutes, and TAC Meeting Notes
  - Agreements/Resolutions/Task Orders
  - Financial Audit Report
  - References

2

# Water Management Area



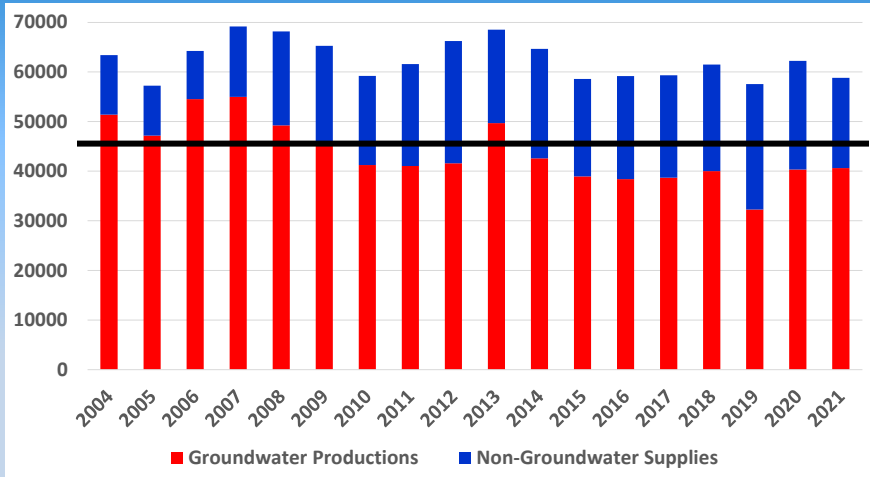
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## 2021 Annual Demands (By Management Zone/Source of Supply – AFY)

2019		EMWD	LHMWD	City of Hemet	City of San Jacinto	Private Property Owners	Soboba Tribe	Totals
Ground-water	Canyon	1,828	3,924	0	0	1,154	1,043	7,949
	SJUP	8,189	5,772	10	2,611	5,834	935	23,351
	Hemet North	0	0	0	0	2,382	0	2,382
	Hemet South	586	265	1,812	0	1,727	0	4,390
Groundwater From IRRP Wells		407	208	1,954	0	0	0	2,569
Total Groundwater		11,010	10,169	3,776	2,611	11,097	1,978	40,641
Surface Water - SJ River		0	2,080	0	0	0	0	2,080
In-lieu Recharge		0	0	0	0	0	0	0
Imported Water Treated by EMWD		0	0	0	0	0	0	0
Imported Raw Water		1,446	3,052	0	0	304	0	4,802
Recycled Water		0	0	0	0	8,513	0	8,513
In-Lieu Recycled Water		0	0	0	0	2,763	0	2,763
Totals		12,456	15,301	3,776	2,611	22,677	1,978	58,799

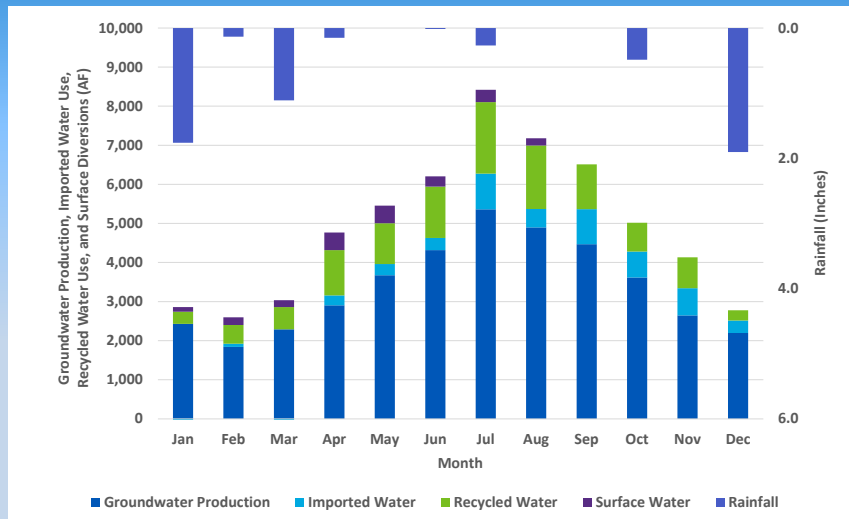
4

## 2004-2021 Annual Demands (By Source of Supply - AFY)



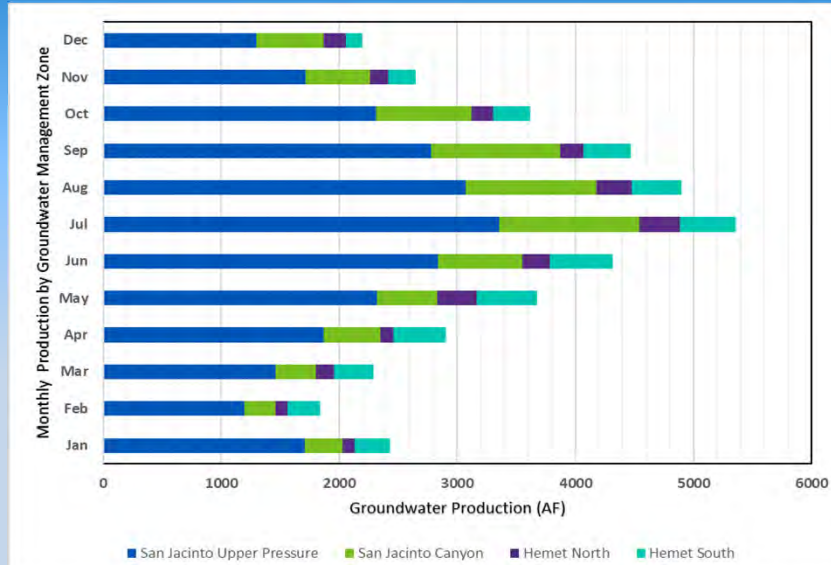
5

## 2021 Groundwater Production (By Management Zone - AF)



6

## 2021 Groundwater Production (By Management Zone - AF)



7

## 2021 Groundwater Level Spring Measurement Results (By Management Zone)

Mgmt. Zone	Wells Measured Spring 2020	Wells Common with Spring 2019	Depth to Water Increase $\geq 10$ ft	Depth to Water Decrease $\geq 10$ ft	Min. Depth to Water (ft)	Max. Depth to Water (ft)
Canyon	8	8	1	2	1.2	315.2
S.J. Upper Pressure	64	58	4	11	19.9	535.6
Hemet North	22	19	0	0	159.7	236.6
Hemet South	44	44	3	3	19.6	406.6
<b>Totals</b>	<b>138</b>	<b>129</b>	<b>8</b>	<b>16</b>	<b>1.2</b>	<b>535.6</b>

8

## 2021 Inactive Wells Capped/Sealed (By Management Zone)

Mgmt. Zone	Number of Wells
Canyon	0
S.J. Upper Pressure	5
Hemet North	0
Hemet South	0
<b>Totals</b>	<b>5</b>

9

## 2021 Water Quality Sampling Results (By Management Zone)

TDS Concentration (mg/L)	Hemet North	Hemet South	San Jacinto Canyon	San Jacinto Upper Pressure
0-500	1	1	15	37
500-750	13	6	1	3
750-1,000	3	4	1	0
> 1,000	4	6	0	3
<b>Total</b>	<b>21</b>	<b>17</b>	<b>17</b>	<b>43</b>
<b>Minimum</b>	<b>446</b>	<b>212</b>	<b>204</b>	<b>202 *</b>
<b>Maximum</b>	<b>1,280</b>	<b>1,440</b>	<b>842 *</b>	<b>1,290</b>

10



## 2021 Imported Water for Recharge (AF)

Facility	2021 State Water Project
IRRP Ponds	0
Grant Ave. Ponds	0
<b>Total</b>	<b>0</b>

11

## 2021 River Diversions (AF)

Agency	Diversion Points	2021 Diversions
LHMWD	Lake Hemet	1,689
	South Fork	0
	North Fork	305
	Strawberry Creek	149
EMWD	Grant Avenue	15
	<b>Total</b>	<b>2,158</b>

12

## Rainfall Information (inches)

	San Jacinto		Hemet	
Historic High	28.63	1961	26.60	1978
Historic Low	4.98	1969	3.64	2002
30-Year Mean	10.05		9.94	
Year 2021	6.67		5.83	

13

## Recycled Water & In-lieu Program Activities

In-Lieu Program Participants	Pre 2021 Deliveries (AF)	2021 Recycled Water Deliveries (AF)	2021 In-lieu Deliveries with Subsidy (AF)	Cost for In-lieu Program for 2019
Scott Brothers Dairy	19,631	848	688	\$48,374
Rancho Casa Loma	41,167	2,474	2,074	\$145,771
<b>Totals</b>	<b>60,798</b>	<b>3,322</b>	<b>2,763</b>	<b>\$194,145</b>

Management Zone	Recycled Water Use (AF)
Canyon	0
S.J. Upper Pressure	6,232
Hemet North (partial)	1,609
Hemet South	3,435
<b>Totals</b>	<b>11,276</b>

14

## Public Agencies Carry-Over Credits as of December 31, 2021

(All Values in AF)

Agency	Unused SbT Imported Water as of Dec 31, 2021 *	Unused Adjusted BPR (AF) as of Dec 31, 2021	Totals as of Dec 31, 2021	MWD Pre-Delivered for Future
City of Hemet	4,966	17,053	22,019	1,591
City of San Jacinto	5,904	4,036	9,940	1,014
EMWD **	7,108	19,255	26,363	2,735
LHMWD ***	12,043	3,803	15,846	2,775
<b>Totals</b>	<b>30,021</b>	<b>44,147</b>	<b>74,167</b>	<b>8,115</b>

\* Unused Soboba Tribe Imported Water include Soboba Tribe production from Soboba Golf Course wells.

\*\* EMWD excess production is offset by the Unused Adjusted BPR.

\*\*\* LHMWD requested the excess production be offset by the Unused Soboba Imported Water.

BPR = Base Production Rights

SbT = Soboba Tribe

15

## Class B Participants Carry-Over Credits (as of December 31, 2021)

Legal Owner Name	Prorata Alloc.	Total Production Below Allocations as of December 2020	2021 Production	Total Prod. Below Allocations as of Dec. 2021
San Jacinto 300	1398	6953	657	7693
Gless Trust Pt.	588	3728	27	4289
Gless Family Trust	1505	9537	70	10973
Olsen Robert D & Olsen Elva I.	14	45	0	58
Olsen Citrus LLC	37	120	0	157
Arlington Veterinary Laboratories Inc.	105	335	1	439
Oostdam Peter G & Jacoba M and Oostdam John P & Margie K.	259	1395	49	1605
Golden Ocean Realty	596	4768	0	5364
Record Randolph A & Record Anne M.	46	353	0	399
Sybrandy Investment Co. LP	1182	6901	359	7723
Boersma Eric & D Family Trust	195	913	139	968
Curci San Jacinto Investors LLC	58	463	0	520

New Owners are shown in green cells – Need to be contacted

16

## Class B Participants Carry-Over Credits (as of December 31, 2021) (Cont.)

Legal Owner Name	Prorata Alloc.	Total Production Below Allocations as of December 2020	2021 Production	Total Prod. Below Allocations as of Dec. 2021
D.R. Horton	202	1617	0	1820
Nuevo Dev Co. LLC	151	1208	0	1359
Lauda Family Ltd Partnership *	3447	3972	796	4549
Gm Gabrych Family	142	788	0	930
San Jacinto Spice Ranch Inc.	265	2051	0	2316
Scott Ag Property *	1755	5402	145	6324
Vandam Donald Dick and Vandam Frances L.	531	2863	79	3315
Vandam Glen A and Vandam Jennifer A.	139	780	32	887
Velde Children Trust & Pastime Lake Inv. (Combined)	357	300	292	365

**New Owners are shown in green cells – Need to be contacted**

\* In-lieu Program Participants – Recycled water deliveries are considered in calculating the Carry-over Credits

17

## 2021 Budget & Revenues

Description	Original Budget	Revised Budget
Agreements (In-lieu Program)	\$ 215,400	\$ 180,000
EMWD Support (Groundwater Monitoring Program)	\$ 191,700	\$ 191,700
Gravel Pit Dewatering Project	\$ 31,300	\$ -
Organization Operations & Management	\$ 233,250	\$ 235,100
Financial Support Services	\$ 9,000	\$ 8,100
Legal Counsel Services	\$ 15,000	\$ 15,000
Advisor Services	\$182,000	\$186,000
Insurance; Office Supplies; and Other Direct Costs	\$ 10,000	\$ 10,000
Administrative Support Services	\$ 12,000	\$ 11,000
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000
Additional Projects/Activities (None)	\$ 95,000	\$ 95,000
Groundwater Modeling Effort	\$ 95,000	\$ 95,000
<b>2021 Total Budget</b>	<b>\$766,650</b>	<b>\$701,800</b>

	Adjusted Base Production Rights (AF)	Actual Productions * (AF)	Production subject to Assessment (AF)	Total Assessment (\$)
City of Hemet	4,542	1,821	921	\$ 32,247
City of San Jacinto	3,004	2,611	1,711	\$ 59,885
EMWD	7,303	10,603	10,603	\$371,106
LHMWD	7,434	9,961	7,434	\$260,182
<b>2021 Totals</b>	<b>22,283</b>	<b>24,996</b>	<b>20,669</b>	<b>\$723,420</b>

\* Actual Production does not include IRRP Productions

18

## 2021 Watermaster Related Meetings and Agreements/Resolutions

### Technical Advisory Committee Meetings:

- February 8, 2021
- May 10, 2021
- August 9, 2021
- November 8, 2021

### Watermaster Board Meetings:

- February 22, 2021
- May 24, 2021
- August 23, 2021
- November 22, 2021

### Watermaster Agreement(s) & Resolution(s):

- Hemet-San Jacinto Watermaster Support Services:
  - ✓ Task Order No. 14 – Water Resources Monitoring Program Support for 2021
- 2021-2023 Financial Audit Agreement with Clifton/Larson/Allen
- Assignment of In-lieu Agreement
- Standard form of Stipulation for Intervention
- Resolution 8.3 Deferral of Setting Replenishment Assessment until February 2023.
- Resolution 9.6 Setting the Administrative Assessment for 2021 at \$35 per Acre-foot.

19

## Recommendation

**Receive and File the 2021 Annual Report with the Court after accommodating comments from Legal Counsel**

20

# Safe Yield Estimate Discussion

## Hemet-San Jacinto Watermaster TAC Meeting

May 9, 2022

1

## Updated Safe Yield Estimate (Using the San Jacinto Flow Model 2020)

- The Safe Yield is estimated to be 40,000 AFY over the entire model period (1984-2018)
- For the period 1995-2018, the safe yield is estimated to be 38,700 AFY
- For the period 2013-2018, the yield is estimated to be 23,600 AFY

The initial Safe Yield was estimated to be approximately 45,000 acre feet per year & Base Allocation Rights were set based on the initial Safe Yield estimate.

2

## **Hemet-San Jacinto Judgment Safe Yield Definition**

**“The long-term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles. The initial Safe Yield of the Management Area is estimated to be approximately 45,000 acre feet per year.”**

3

## **Recommendation**

**The Advisor will receive feedback from the Water Districts  
and the Cities staff**

**&**

**Present his recommendation(s) at the August meeting for  
the Watermaster consideration.**

4

# Hemet-San Jacinto Watermaster Technical Advisory Committee (TAC)

**Due to the spread of COVID-19, and until further notice, the Hemet – San Jacinto Watermaster will be holding all upcoming Technical Committee Meetings by teleconferencing and virtually through Zoom.  
The Meeting will be accessible as follows:**

<b>Meeting Access Via Computer (Zoom):</b>
<a href="https://zoom.us/j/92236902520?pwd=MmNqc0ExVnFDYktxZ0NWRE1BNUQxUT09">https://zoom.us/j/92236902520?pwd=MmNqc0ExVnFDYktxZ0NWRE1BNUQxUT09</a>
<b>Meeting Access Via Telephone: +1 (669) 444-9171</b>
<b>Meeting ID: 922 3690 2520</b>
<b>Passcode: 162598</b>

## **AGENDA**

**August 8, 2022 – 1:30 p.m.**

- Agency Reports:
  - A. EMWD
  - B. LHMWD
  - C. City of Hemet
  - D. City of San Jacinto
  
- Watermaster Advisor Update:
  - A. Draft August 22, 2022 Board Agenda;
  - B. Updated 2022 Annual Budget;
  - C. Draft 2023 Annual Report;
  - D. Safe Yield Estimate Update; and
  - E. Consulting Services Agree with Woodard and Curran.
  
- Location & Time Changes for Future TAC Meetings - Discussion
  
- Monitoring Program Update - EMWD
  
- Other Items Per TAC Members Request - None
  
- Next Meeting November 14, 2022



**Technical Advisory Committee (TAC) Meeting  
Meeting Notes  
Meeting via ZOOM  
August 8, 2022**

**TAC Members Present**

EMWD Staff Present: Joe Mouawad, General Manager  
John Adams, Chief Financial Officer  
Lanaya Alexander, Assistant General Manager PEC  
David Garcia, Director of Water Operations  
Rachel Gray, Water Resources Planning Manager  
Tom Henderson, Principal Engineering Geologist  
Laura Barraza, Director of Water Resources & Facilities Planning  
Dave Brown, Director of Maintenance  
Leighanne Kirk, Principal Water Resources Specialist  
John Dotinga, Water Operations Manager

City of Hemet Staff Present: Noah Rau, Public Works Director/Engineer  
Travis Holyoak, Water Supervisor

City of San Jacinto Staff  
Present:

Lake Hemet Staff Present: Mike Gow, General Manager

Private Producers Susie Esquire, Private Pumper

**I. AGENCY REPORTS**

**A. EMWD Status Report**

Ms. Barraza and Mr. Brown reported on EMWD's status.

**B. LHMWD Status Report**

Mr. Gow reported on LHMWD status.

**C. Hemet Status Report**

Mr. Holyoak reported on the City of Hemet Status.

**D. San Jacinto Status Report**

## **WATERMASTER ADVISOR UPDATE**

### **A. Draft August 22, 2022 Board Agenda**

Mr. Mortazavi reviewed the draft agenda for the August 22, 2022 Board Meeting. TAC Members did not ask for any changes to the Draft Agenda.

See Attachment 1 for draft agenda.

### **B. Updated 2022 Annual Budget**

Mr. Mortazavi reviewed the updated Annual Budget for 2022. TAC Members did not ask for any changes.

See Attachment 2 for complete presentation.

### **C. Draft 2023 Annual Budget**

Mr. Mortazavi reviewed the draft 2023 Annual Budget. TAC Members did not ask for any changes.

See Attachment 3 for complete presentation.

### **D. Safe Yield Estimate Update**

Mr. Mortazavi presented the Safe Yield findings from his meeting with TAC members and Legal counsel opinion.

See Attachment 4 for complete presentation.

### **E. Consulting Services Agreement with Woodard and Curran**

Mr. Mortazavi presented the Consultant Services scope of work and cost estimates for discussion.

See Attachment 5 for complete presentation.

## **I. OTHER ITEMS PER TAC MEMBERS REQUEST**

### **A. Location and Time Changes for future TAC Meetings**

Mr. Mortazavi asked TAC if they would like to continue meeting virtually or in person? It was TAC members opinion that a hybrid meeting would be favorable. Mr. Mouawad offered to host these meetings in the EMWD Board room.

**B. Monitoring Program**

Ms. Gray provided a Monitoring Program update.

See Attachment 6 for complete presentation.

**C. Other Items Per TAC Member Request**

None

II. **NEXT MEETING NOVEMBER 14, 2022**

# 2022 Updated Budget

**Hemet-San Jacinto TAC Meeting**

**August 8, 2022**

1

## Approved 2022 Budget

(Presented at November 22, 2021)

Budget Items	Approved 2022 Budget
<b>Areements</b>	
In-Lieu Program Agreement	\$198,500
<b>Coordinated Efforts with EMWD</b>	
Groundwater Monitoring Program	\$224,000
<b>Gravel Pit Cleanup Project</b>	
Dewatering	\$33,100
<b>Organization Operations &amp; Management</b>	
Financial Support Services	\$9,000
Legal Counsel Services	\$12,000
Advisor Services	\$190,000
Administrative Support Services	\$12,000
Insurance; Office Supplies; and Other Direct Costs	\$12,000
Database/Mapping Application Maintenance	\$5,250
<b>Additional Projects/Activities</b>	
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate (if needed)	\$25,000
<b>TOTALS</b>	<b>\$720,850</b>

2

## 2022 Activities/Projects

- Complete the 2021 Financial Audit plus Annual Report and file them with the Court. **Audit & Report are complete – Filing to be completed later**
- File the required 2021 information with DWR as part of the Sustainable Groundwater Management Act requirements. **Complete**
- Review and update the property owners list. **On Going – Several New owners need to be contacted**
- If required, set and initiate collection of Replenishment Assessment from the Parties. **Not required**
- Coordinated activities with EMWD/TAC:
  - 2022 Annual Report; **Data collection in process**
  - Implement Groundwater Monitoring Program Enhancement; **In Progress**
  - Initiate Gravel Pit dewatering project (if required); and **Not Required**
  - Complete Groundwater modeling work to revise Safe Yield estimates. **Complete**  
**Some additional work is recommended**
- Additional Project:
  - Evaluate revised Safe Yield estimates (if required). **Recommended**

3

## 2022 Budget (Updated August 2022)

Budget Items	Approved 2022 Budget	Projected Updated 2022 Expenditures
<b>Areements</b>		
In-Lieu Program Agreement	\$198,500	\$ 180,000
<b>Coordinated Efforts with EMWD</b>		
Groundwater Monitoring Program	\$224,000	\$ 224,000
<b>Gravel Pit Cleanup Project</b>		
Dewatering	\$33,100	\$ 0
<b>Organization Operations &amp; Management</b>		
Financial Support Services	\$9,000	\$ 10,400
Legal Counsel Services	\$12,000	\$ 20,000
Advisor Services	\$190,000	\$ 195,000
Administrative Support Services	\$12,000	\$ 9,000
Insurance; Office Supplies; and O.D.C.	\$12,000	\$ 12,000
Database/Mapping Application Maint.	\$5,250	\$ 5,000
<b>Additional Projects/Activities</b>		
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$25,000	\$ 25,000- \$ 38,000
<b>TOTALS</b>	<b>\$720,850</b>	<b>\$680,400 - \$693,400</b>

4

## Reserve Funds Impact November 23, 2021 vs. August 22, 2022 Estimates

Revenue/Expenditures	Nov. 2021	Aug. 2022
Estimated Proposed 2022 Budget	\$ 720,850	\$ 680,400 ~ \$ 693,400
Estimated 2022 Administrative Assessments	\$ 645,140	\$ 599,720
Estimated 2022 Budget Shortfall	\$ 75,710	\$ 80,680 ~ \$ 93,680
Estimated Reserve Funds after 2022 Expenditures	\$ 1,028,000	\$ 1,023,000 ~ \$ 1,010,000

5

## 2022 Assessments Payment Schedule

- **2022 Administrative Assessment Invoicing:**
  - 25% of estimated total was invoiced on July 16, 2022.
  - 50% of estimated total will be invoiced by October 15, 2022.
  - The remaining balance will be reconciled and invoiced by March 1, 2023.
  
- **Replenishment Assessment Invoicing was not needed.**

6



7

# **Draft 2023 Annual Budget**

**Hemet-San Jacinto TAC Meeting**

**August 8, 2022**

1

## **2023 Budget Assumptions**

- **The Public Agencies' Adjusted Base Production Rights will remain at the levels set by Resolution 10.3 on August 28, 2017.**
- **The Administrative Assessment will remain at \$35/AF.**
- **Carry-over accounts will be used to offset any excess production in 2022 - No Replenishment Assessments will be collected in 2023.**
  - **Replenishment Assessment will be set in early 2023 (if required to offset Private Pumpers' over production).**
- **Preliminary 2023 Administrative Assessments are estimated based on actual 2021/2022 production data.**
- **Coordinated projects with EMWD:**
  - **Groundwater Monitoring Program.**
  - **Soboba Gravel Pit Dewatering (if needed).**
- **Continue operation from the Corona office.**

2



## 2023 Activities/Projects

- Complete the 2022 Financial Audit plus Annual Report and file them with the Court.
- File the required 2022 information with DWR as part of the Sustainable Groundwater Management Act requirements.
- Review and update the property owners list.
- If required, set and initiate collection of Replenishment Assessment from the Parties.
- Coordinated activities with EMWD/TAC:
  - 2023 Annual Report;
  - Initiate Gravel Pit dewatering project (if required); and
  - Complete work on the revise Safe Yield estimates (if needed).
- Additional Project:
  - Partial Update of the Groundwater Model Input Data.

3

## Draft 2023 Budget Line Items

- In-Lieu Program Agreement.
- Groundwater Monitoring Program.
- Soboba Gravel Pit Dewatering.
- Operations and Management:
  - Financial Support Services.
  - Legal Counsel Services.
  - Advisor Services.
  - Administrative Support Services.
  - Insurance; Office Supplies; and Other Direct Costs.
  - Database Maintenance.
- Additional Project:
  - Partial Update of the Groundwater Model Input Data.

4

## In-lieu Program Agreement Estimate

- Watermaster provides Subsidies to offset cost differences between EMWD's summer and winter Agricultural Recycled Water Rates.

Description	Cost
Estimated cost difference between summer and winter rates in 2023	\$68.65/AF
Estimated recycled water deliveries in Summer	2,694 AF
Estimated subsidies	\$185,000

<b>2022 Budget</b>	<b>\$198,500</b>
<b>2023 Budget</b>	<b>\$185,000</b>

5

## Groundwater Monitoring Program Estimate

- EMWD provides support services for collecting water levels, quality samples plus laboratory analysis, and report preparation.
- Average Billing rates for the EMWD Staff is between \$117 - \$217 per hour.

Activity	Hours	Cost Estimates
Extraction monitoring (60 wells/Month plus 19 wells/year estimations)	340	\$51,200
Water level monitoring (105 wells/Semi-annual)	264	\$38,600
Water quality monitoring (62 wells/year)	238	\$50,700
Inactive well capping (5 wells/year)	90	\$11,800
Meter installation (5 meters/year)	130	\$45,300
Annual Report	160	\$28,600
Totals	1,222	\$226,200

<b>2022 Budget</b>	<b>\$224,000</b>
<b>2023 Budget</b>	<b>\$226,200</b>

6

## Gravel Pit Dewatering Estimate

- If needed, EMWD provides resources and equipment to mobilize and dewater Soboba Gravel Pit site.
- Project is cost shared between Watermaster and Soboba Tribe.
- Estimate is based on 21 days of pumping.
- Billing rate used for EMWD Staff is between \$117-\$217 per hour.

Activity	Hours	Cost Estimates
Pipe and pumps (rental)	-	\$15,800
Bulldozer (rental and operation)	-	\$9,930
Fuel for pumps and bulldozer	-	\$23,800
Labor	270	\$34,300
Miscellaneous		\$1,170
<b>Totals</b>	<b>270</b>	<b>\$85,000</b>

<b>2022 Budget</b>	<b>\$33,100</b>
<b>2023 Budget</b>	<b>\$42,500</b>

7

## Operations and Management

### • 2022 Consultants Rates:

✓ Legal Counsel (Lagerlof):

Partners	\$440/hour
Senior Counsel	\$385/hour
Associates	\$350/hour

✓ Watermaster Advisor & Senior Executive Assistant (Water Resources Engineers):

- Rates are adjusted each year based on consumer price index (CPI-Urban).
- CPI Changes for July 2021 to June 2022 was 8.59%

Principal	\$196/hour
Senior Executive Assistant	\$63/hour

8

## Financial Support Services Estimate

- Bookkeeping services is provided by Water Resources Engineers.
- Budget is estimated based on July 2021-June 2022 actual hours at \$63/hour.
- 2023 Audit is expected to continue with CliftonLarsonAllen LLP under a three-year contract signed in 2021.

Activity	Hours	Cost
Book keeping Services	81	\$5,000
External audit		\$6,000
Contingency		\$ 0
<b>Totals</b>	<b>81</b>	<b>\$11,000</b>

<b>2022 Budget</b>	<b>\$9,000</b>
<b>2023 Budget</b>	<b>\$11,000</b>

9

## Legal Counsel Services Estimate

- 2023 estimate is based on actual hours between July 2021 and June 2022.
- Billing rates for 2023 is estimated at \$440 per hour.

Activity	Hours	Cost
Legal Counsel (Lagerlof)	49	\$21,560
Contingency	3	\$ 1,440
<b>Totals</b>	<b>30</b>	<b>\$23,000</b>

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 23,000</b>

10

## Advisor Services Estimate

- 2023 estimate is based on actual July 2021-June 2022 hours.
- Billing rate for 2023 is at \$196 per hour.

Activity	Hours	Cost
Budget Dev/Oversight	96	\$18,720
Contract Mgmt	88.0	\$17,250
Coordination Activity	70.0	\$13,720
Meeting Activity	296.0	\$58,110
Outreach Activity	58.0	\$11,460
Special Project/Oversight	426.0	\$83,400
Tech./Legal/Admin Activity	33.0	\$6,470
Travel/mileage expense		\$3,050
Contingency		\$ 0
Totals	1,067	\$ 212,000

<b>2022 Budget</b>	<b>\$ 190,000</b>
<b>2023 Budget</b>	<b>\$ 212,000</b>

11

## Administrative Support Services Estimate

- 2023 estimate is based on actual July 2021-June 2022 hours
- Billing rate for 2023 is at \$63 per hour.

Activity	Hours	Cost
Administrative Services	153	\$9,600
Contingency		\$ 400
Totals	207	\$10,000

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 10,000</b>

12

## Insurance; Office Supplies, and Other Direct Costs Estimate

- 2023 Insurance estimate is based on 2022 charges.
- 2023 Rent is expected to continue at \$600 per month.

Activity	Cost
Insurance	\$ 3,840
Rent	\$ 7,200
Miscellaneous/Postage plus outside services	\$ 360
Contingency	\$ 600
Totals	\$ 12,000

<b>2022 Budget</b>	<b>\$ 12,000</b>
<b>2023 Budget</b>	<b>\$ 12,000</b>

13

## Database/Mapping Application Maintenance Estimate

- 2023 estimate is based on existing contract with Spatial Wave Inc. for \$5,250 per year to maintain Watermaster database on Cloud storage and periodically update the database with new monitoring data.

<b>2022 Budget</b>	<b>\$ 5,250</b>
<b>2023 Budget</b>	<b>\$ 5,250</b>

14

## Additional Project(s)

- Partial Update of Groundwater Model Input Data  
 This project is anticipated in preparation for the next Model run and Safe Yield estimation. Requires future approval from the Board after more discussions with TAC Members.

<b>2022 Budget</b>	<b>\$ 25,000</b>
<b>2023 Budget</b>	<b>\$ 40,000</b>

15

## Draft 2023 Budget

Budget Items	2022 Approved Budget (Nov 2021)	Projected 2022 Expenditures (Aug 2022)	2023 Draft Budget (Option 1)	2023 Draft Budget (Option 2)
<b>Agreements</b>				
In-Lieu Program Agreement	\$ 198,500	\$ 180,000	\$ 185,000	\$ 185,000
<b>Coordinated Efforts with EMWD</b>				
Groundwater Monitoring Program	\$ 224,000	\$ 224,000	\$ 226,200	\$ 226,200
<b>Gravel Pit Cleanup Project</b>				
Dewatering	\$ 33,100	\$ 0	\$ 42,500	\$ 42,500
<b>Organization Operations &amp; Management</b>				
Financial Support Services	\$ 9,000	\$ 10,400	\$ 11,000	\$ 11,000
Legal Counsel Services	\$ 12,000	\$ 20,000	\$ 23,000	\$ 23,000
Advisor Services	\$ 190,000	\$ 195,000	\$ 212,000	\$ 212,000
Administrative Support Services	\$ 12,000	\$ 9,000	\$ 10,000	\$ 10,000
Insurance; Office Supplies; and Other Direct Costs	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,250	\$ 5,250
<b>Additional Projects/Activities</b>				
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$ 25,000	\$ 25,000	-	\$ 40,000
<b>TOTALS</b>	<b>\$ 720,850</b>	<b>\$ 680,400</b>	<b>\$ 726,950</b>	<b>\$ 766,950</b>

16

## Estimated 2023 Productions

Agency	2023 Adjusted BPR (AFY)	Projected 2023 Production (AF) *	Est. Prod. Subject to Admin. Assmt. (AF) **	2023 Est. Admin. Assmt. (\$35/AF)
City of Hemet	4,542	1,488	588	\$20,583
City of San Jacinto	3,004	2,710	1,810	\$63,339
EMWD	7,303	9,498	7,303	\$255,619
LHMWD	7,434	9,937	7,434	\$260,182
<b>Totals</b>	<b>22,283</b>	<b>23,633</b>	<b>17,135</b>	<b>\$599,722</b>

AF = Acre-feet  
 Assmt. = Assessment  
 Est. = Estimated

AFY = Acre-feet per year  
 BPR = Base Production Rights  
 Prod. = Production

\* Production Projections are based on Jan-June 2022 and July-Dec 2021 productions.

\*\* The Cities of Hemet and San Jacinto can produce 900 AFY without any Admin. Assessment payment.

17

## Reserve Funds Impact

Revenue/Expenditures	Totals
Estimated Draft 2023 Budget (Option 2)	\$ 766,950
Estimated 2023 Administrative Assessments	\$ 599,700
Estimated Draft 2023 Budget Shortfall	\$ 167,250

Estimated Reserve Funds after 2023 Expenditures	\$842,750
---	-----------

18



## **Next Steps**

- ✓ **Presentation of the Draft 2023 Budget to the Watermaster Board after receiving TAC's recommendation.**

19

# **Questions...**

20

# Safe Yield Estimate Update

## Hemet-San Jacinto TAC Meeting

August 8, 2022

1

## Updated Safe Yield Estimate (Using the San Jacinto Flow Model 2020)

- The Safe Yield is estimated to be 40,000 AFY over the entire model period (1984-2018)
- For the period 1995-2018, the safe yield is estimated to be 38,700 AFY
- For the period 2013-2018, the yield is estimated to be 23,600 AFY

The initial Safe Yield was estimated to be approximately 45,000 acre feet per year & Base Allocation Rights were set based on the initial Safe Yield estimate.

2

## What should be the modeling period for estimating the long-term safe yield?

Different approaches were discussed with different agencies:

- Use the entire model period hydrology with more recent operational data.
- Use different hydrological periods with different operational data and combine results.
- Use a model period with balanced wet and dry rainfall cycles.
- Use information after year 1995 (when the field data gathering program started).

Agreements/Concurrences:

- Need more discussion with the Model Experts (Consultants) on technical barriers related to different approaches before the next groundwater modeling work.
- The Model input data is of a higher quality after EMWD started the field data gathering program in 1995.

3

## Should any recharge of imported water be included in the Safe Yield estimation?

Agreements/Concurrences:

- The Basin Yield can be defined as “Native” and “Managed” yield.
  - “Native Yield” is the portion of the yield created by the hydrological conditions of the basin (exp: rainfall, river, and boundary flows in the basin).
  - “Managed Yield” includes yield created as a result of basin management activities (exp: artificial recharge with imported water).

4

## **Should the Watermaster consider re-adjusting the initial Safe Yield?**

### **Questions/Concerns Raised:**

- Why do we need to change the initial Safe Yield when the current production is below the Safe Yield?
- The Safe Yield estimates provided by the Model stops at 2018 and should have included 2019 and 2020 (two wet years).
- We should consider any re-adjustments after next Model update in 3-5 years.

5

## **Actions/Recommendations**

- Legal Counsel has prepared an Opinion Letter on Redetermination of Safe Yield.
- Developed scope-of-work for the Model update (to include 2019 and 2020 data).
- TAC will provide feedback/recommendation on the proposed scope-of-work:
  - Advisor will take TAC recommendation(s) to the Watermaster Board.

6



7



August 7, 2022

VIA EMAIL

Behrooz Mortazavi  
Behrooz@h2oengineers.com

Re: Redetermination of Safe Yield

Dear Behrooz:

Woodard & Curran have recently conducted an update of the Safe Yield of the Basin, which was presented to the Watermaster Board on May 23, 2022. Their conclusion was that the Safe Yield depended on the length of the base period used. It ranges from 40,300 AFY for long-term yield to 23,600 AFY for short-term yield. You asked whether the Judgment requires Watermaster to update the Safe Yield and the Base Pumping Rights based on Woodard & Curran's work.

I conclude that the Watermaster is required to update the Safe Yield and Base Pumping Rights, for the reasons stated below.

The Judgment defines Safe Yield as "the long term, average quantity of water supply in the Management Area that can be pumped without causing undesirable results, including the gradual reduction of natural Groundwater in storage over long-term hydrologic cycles." (Judg. §1.33.) The initial estimate of the Safe Yield was 45,000 AFY, and this estimate is still operative today. (*Id.*)

The Judgment requires the Watermaster to calculate the Safe Yield of the Management Area on an annual basis, at least until the Overdraft is substantially eliminated. (Judg. §6.5.1.) "Overdraft" is defined as pumping in the Management Area exceeding the Safe Yield. (*Id.* §1.21.) The Watermaster has not done so, presumably because additional information was not available on which to base a recalculation of Safe Yield. But now the Woodard & Curran study has provided sufficient information to reevaluate the Safe Yield.

{154815/000/00602733}

**Lagerlof LLP**

155 N Lake Avenue, 11th Floor  
Pasadena, CA 91101

**Lagerlof.com**  
Email: [TomBunn@lagerlof.com](mailto:TomBunn@lagerlof.com)

T: (626)-793-9400  
F: (626)-793-5900

This is not to say that the Woodard & Curren study itself determines what the Safe Yield should be. The Watermaster must decide what time period to use for its determination, in order to select from the range of Safe Yield estimates given in the study. In the language of the Judgment, the Watermaster must decide what is "long-term" under today's conditions.

The periodic reevaluation of the Safe Yield and the Base Pumping Rights is arguably the most important task given to the Watermaster in the Judgment. The Judgment states that "**the goal of the Physical Solution** [is] to adjust the Base Production Rights of the Public Agencies over time on a pro-rata basis to a level consistent with the Watermaster's determination of Safe Yield." (Judg. §3.2 (emphasis added).) The Judgment further sets a target of six years within which to accomplish this goal. (*Id.* §3.2.2.) As further evidence of the importance of this task, the Judgment provides that "determining the extent of Overdraft and quantifying Safe Yield" and "determining Adjusted Production Rights" require a four-fifths vote of the Watermaster Board. (Judg. §9.4.)

It is important to note that the definition of Safe Yield includes the unused portion of the 7,500 AFY of Soboba water which is stored in the Basin. Because this water is separately allocated by the Judgment, it must be subtracted from the Safe Yield before Adjusted Production Rights are determined. The Judgment allows for this by the language quoted above, which states that Base Production Rights are not adjusted to the Safe Yield, but "to a level *consistent with* the Watermaster's determination of Safe Yield." (Judg. §3.2 (emphasis added).)

I therefore conclude that the Watermaster is required to determine the Safe Yield and Base Production Rights without delay.

Very truly yours,

A handwritten signature in black ink that reads "Thomas S. Bunn III". The signature is written in a cursive style with a horizontal line under the name.

Thomas S. Bunn III

TSB

# **Groundwater Model Safe Yield Re-calculation after Extension of Simulation Period through Year 2020**

**Hemet-San Jacinto TAC Meeting**

**August 8, 2022**

1

## **Why Model Period Extension Proposal is Discussed?**

- **Concern Raised During Safe Yield Estimate Discussions:**

The Safe Yield estimates provided by the Model stops at 2018 and should have included 2019 and 2020 (two wet years).

Including 2019 and 2020 in the Safe Yield estimation is expected to provide different (slightly higher) Safe Yield estimates.

The proposed work will remove the above concern.

2



## Scope-Of-Work

- **Task 1 - Meetings:**
  - Total of 3 meetings – one with the Advisor during project development, one with TAC presenting technical outcome, and presentation of the results at the Watermaster Meeting.
- **Task 2 – Comply & Analyze**
  - Collect required data from respective entities (EMWD database)
- **Task 3 – Update Model Inputs**
  - Prepare moel input data, quality control of the date, and model simulation
- **Task 4 – Technical Memorandum**
  - Document the process and results of model extension
- **Task 5 – Project Management**
  - Internal project management

3

## Scope-Of-Work

Task No.	Option 1 (w/o TM)	Option 2 (with TM)
Task 1	\$ 5,200	\$ 5,200
Task 2	\$ 3,500	\$ 3,500
Task 3	\$ 14,700	\$ 14,700
Task 4	Not Included	\$ 13,200
Task 5	\$ 800	\$ 800
<b>Totals</b>	<b>\$ 24,200</b>	<b>\$ 37,400</b>

4

## **Requested TAC Feedback/Recommendation**

- **Should we consider model extension to include years 2019-2020 in Safe Yield estimation or use the current Model estimates (with model period ending at 2018)?**

**If model extension is preferred, then:**

- **Should the project include a Technical Memorandum?**

5

## **Next Steps**

- **Request Watermaster Board to take action based on TAC's Recommendation(s).**
- **Advisor will use revised Safe Yield estimates (if TAC recommends model extension) for any future recommendation to the Watermaster Board.**

6



7

# Hemet-San Jacinto Watermaster Technical Advisory Committee (TAC)

**Please note this meeting will be conducted pursuant to the provisions of Executive Order N-25-30 issued by Governor Gavin Newsom on March 12, 2020, governing protocol for teleconferenced meetings. Certain members may be calling in to this meeting by telephone.**

**The Meeting will be accessible as follows:**

<b>Meeting Access Via Computer (Zoom):</b>
<a href="https://zoom.us/j/96509570753?pwd=TEhaaDY3dlZWVmU4MmNsaGd0TFhyZz09">https://zoom.us/j/96509570753?pwd=TEhaaDY3dlZWVmU4MmNsaGd0TFhyZz09</a>
<b>Meeting Access Via Telephone: +1 (669) 900-6833</b>
<b>Meeting ID: 965 0957 0753</b>
<b>Passcode: 161126</b>

## **AGENDA**

**November 14, 2022 – 1:30 p.m.**

- Agency Reports:
  - A. EMWD
  - B. LHMWD
  - C. City of Hemet
  - D. City of San Jacinto
  
- Watermaster Advisor Update:
  - A. Draft November 28, 2022 Board Agenda;
  - B. 2023 Annual Budget Proposal;
  - C. 2023 Administrative Assessment Review;
  - D. Groundwater Modeling Project Update; and
  - E. Consulting Services Agreement with Aerial Information Systems, Inc. (AIS).
  
- Other Items Per TAC Members Request - None
  
- Next Meeting February 13, 2023

**Technical Advisory Committee (TAC) Meeting  
Meeting Notes  
Meeting via ZOOM and In-Person  
November 14, 2022**

**TAC Members Present**

EMWD Staff Present: Nick Kanetis, Deputy General Manager  
John Adams, Chief Financial Officer  
Lanaya Alexander, Assistant General Manager PEC  
Tom Henderson, Principal Engineering Geologist  
Laura Barraza, Director of Water Resources & Facilities Planning  
Leighanne Kirk, Principal Water Resources Specialist  
Mathew Melendrez, Director of Water Reclamation  
John Dotinga, Water Operations Manager

City of Hemet Staff Present: Noah Rau, Public Works Director/Engineer  
Travis Holyoak, Water Supervisor

City of San Jacinto Staff Present: Matthew Osborn, Water Utilities Supervisor

Lake Hemet Staff Present: Mike Gow, General Manager

Private Producers Susie Esquire, Private Pumper

**I. AGENCY REPORTS**

**A. EMWD Status Report**

Ms. Barraza and Mr. Dotinga reported on EMWD's status.

**B. LHMWD Status Report**

Due to technical difficulty, Mr. Gow was asked to email his update.

**C. Hemet Status Report**

Due to technical difficulty, Mr. Holyoak was asked to email his update.

**D. San Jacinto Status Report**

Due to technical difficulty, Mr. Osborn was asked to email his update.

**WATERMASTER ADVISOR UPDATE**

**A. Draft November 28, 2022 Board Agenda**

Mr. Mortazavi reviewed the draft agenda for the November 28, 2022 Board Meeting.

TAC Members did not ask for any changes to the Draft Agenda.

See Attachment 1 for draft agenda.

**B. 2023 Annual Budget Proposal**

Mr. Mortazavi reviewed the proposed Annual Budget for 2023. Ms. Alexander asked if Mr. Mortazavi has had any communication with new property owners in reply to Mr. Bunn's letter? Mr. Mortazavi said he had not but will ask Mr. Bunn to report on that at the Watermaster meeting.

TAC Members did not ask for any changes.

See Attachment 2 for complete presentation.

**C. 2023 Administrative Assessment Review**

Mr. Mortazavi reviewed the draft 2023 Administrative Assessments. TAC members agreed with Mr. Mortazavi's recommendation.

TAC Members did not ask for any changes.

See Attachment 3 for complete presentation.

**D. Groundwater Modeling Project Update**

Mr. Mortazavi presented the work in progress on the Groundwater Modeling Project.

See Attachment 4 for complete presentation.

**E. Consulting Services Agreement with Arial Information Systems, Inc. (AIS)**

Mr. Mortazavi reviewed the Consultant Services scope of work and cost estimates regarding the proposed Project. TAC Members agreed this project would be a good supplement to the Groundwater modeling work in determining safe yield of the basins.

**I. OTHER ITEMS PER TAC MEMBERS REQUEST**

**A. Other Items Per TAC Member Request**

None

**II. NEXT MEETING FEBRUARY 13, 2022**

# AGENDA

## HEMET – SAN JACINTO WATERMASTER BOARD OF DIRECTORS

November 28, 2022

4:00 pm

**Please note this meeting will be conducted pursuant to the provisions of Executive Order N-25-30 issued by Governor Gavin Newsom on March 12, 2020, governing protocol for teleconferenced meetings. Certain board members may be calling in to this meeting by telephone. Any member of the public can observe and participate in this meeting by attending the meeting at 2270 Trumble Road, Perris, CA 92570.**

### **VIRTUAL MEETING INFORMATION**

**Any member of the public wishing to make any comments to the Board may do so in person or by using the following information to participate remotely:**

<b>Meeting Access Via Computer (Zoom):</b>
<a href="https://zoom.us/j/91422072931?pwd=UEN0UjZVVjVFemRwcHk4a3U2ODI4Zz09">https://zoom.us/j/91422072931?pwd=UEN0UjZVVjVFemRwcHk4a3U2ODI4Zz09</a>
<b>Meeting Access Via Telephone: +1 (669) 900-6833</b>
<b>Meeting ID: 914 2207 2931</b>
<b>Passcode: 764213</b>

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

#### **I. PUBLIC COMMENTS**

*Any person may address the Board on any subject within the Watermaster's jurisdiction which is not on the agenda. However, any non-agenda matter that requires action will be referred to staff for a report and action at a subsequent Board meeting. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board action.*

#### **II. ADDITIONS/DELETIONS TO THE AGENDA**

#### **III. REPORTS**

*The following agenda items are reports. They are placed on the agenda to provide information to the Board and public. There is no action called for in these items.*

A. Board Member Comments/Questions/Reports

B. Advisor Report

C. Legal Counsel Report

D. Treasurer Report

#### IV. CONSENT CALENDAR

- A. Approval of Minutes – August 22, 2022 Regular Board Meeting.

*Recommendation: Adopt a motion to approve the Consent Calendar.*

*Consent Calendar items are expected to be routine and non-controversial and are to be acted upon by the Board at one time without discussion. If any Board member, staff member, or interested person requests that an item be removed from the Consent Calendar, it will be removed from the Consent Calendar for separate action.*

#### V. ACTION ITEMS

*The following items call for discussion and possible action by the Board. These items are placed on the Agenda so that the Board may discuss and possibly take action on the items if the Board desires.*

- A. Consideration to Adopt 2023 Annual Budget - 2023 Budget presentation.

*Recommendation: Adopt a Motion to Approve Proposed 2023 Annual Budget (Option 2) and Authorize Advisor to Initiate Proposed Activities and Invoice Participating Agencies in Accordance with the Proposed Schedule.*

- B. Consideration to Adopt Resolution 9.8 RE Administrative Assessment for 2023 – Per Section 3.4.1 of the Stipulated Judgment, Watermaster shall set the Administrative Assessment for 2023.

*Recommendation: Adopt a motion to Approve Resolution 9.8 setting the Administrative Assessment for 2023 at \$xx per acre-foot.*

- C. Consideration to Approve Consulting Services Agreement with Aerial Information Systems, Inc. (AIS) – Review of the proposed work to compare irrigated areas information available to the Watermaster with the National Agricultural Imaging Program (NAIP) information.

*Recommendation: Adopt a motion to approve a Consulting Services Agreement with AIS for an amount not-to-exceed \$5,000.*

#### VI. INFORMATIONAL ITEMS/CORRESPONDENCE.

- A. Groundwater Modeling Project Update – Review of the modeling project status.

- B. Future Agenda Items - If Board Members have items for consideration at a future Board Meeting, please state the agenda item to provide direction to the Advisor.

#### VII. CLOSED SESSION – NONE

#### VIII. ADJOURNMENT

Next Regular Board of Directors Meeting

February 27, 2023 at 4:00 pm at:

Eastern Municipal Water District Board Room  
2270 Trumble Road, Perris, CA 92570



*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, as required by Section 202 of the Americans With Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such a request to the Watermaster Executive Assistant at 714-707-4787, at least 48 hours before the meeting, if possible.*

*Pursuant to Government Code Section 54957.5, any writing that (a) is a public record; (b) relates to an agenda item for an open session of a regular meeting of the Watermaster Board of Directors; and (c) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at Watermaster's office located at 2270 Trumble Road, Perris, CA 92570.*

DRAFT

# 2023 Annual Budget

Hemet-San Jacinto Watermaster  
TAC Meeting

November 14, 2022

1

## 2023 Budget Assumptions

- **The Public Agencies' Adjusted Base Production Rights may be revised based on updated groundwater modeling work.**
- **Carry-over accounts will be used to offset any excess production in 2022 - No Replenishment Assessments will be collected in 2023.**
  - **Replenishment Assessment will be set in early 2023 (if required to offset Private Pumpers' over production).**
- **Preliminary 2023 Administrative Assessments are estimated based on actual 2021/2022 production data.**
- **Coordinated projects with EMWD:**
  - **Groundwater Monitoring Program.**
  - **Soboba Gravel Pit Dewatering (if needed).**
- **Continue operation from the Corona office.**

2

## 2023 Activities/Projects

- Complete the 2022 Financial Audit plus Annual Report and file them with the Court.
- File the required 2022 information with DWR as part of the Sustainable Groundwater Management Act requirements.
- Review and update the property owners list.
- If required, set and initiate collection of Replenishment Assessment from the Parties.
- Coordinated activities with EMWD/TAC:
  - 2023 Annual Report;
  - Initiate Gravel Pit dewatering project (if required); and
  - Complete work on the revise Safe Yield estimates.
- Additional Project:
  - Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate.

3

## 2023 Budget Line Items

- In-Lieu Program Agreement.
- Groundwater Monitoring Program.
- Soboba Gravel Pit Dewatering.
- Operations and Management:
  - Financial Support Services.
  - Legal Counsel Services.
  - Advisor Services.
  - Administrative Support Services.
  - Insurance; Office Supplies; and Other Direct Costs.
  - Database Maintenance.
- Additional Project:
  - Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate.

4

### 2023 Budget Options

Budget Line Items	2022 Approved Budget (Nov 2021)	Projected 2022 Expenditures (Aug 2022)	2023 Budget (Option 1)	2023 Budget (Option 2)
<b>Agreements</b>				
In-Lieu Program Agreement	\$ 198,500	\$ 180,000	\$ 185,000	\$ 185,000
<b>Coordinated Efforts with EMWD</b>				
Groundwater Monitoring Program	\$ 224,000	\$ 224,000	\$ 226,200	\$ 226,200
<b>Gravel Pit Cleanup Project</b>				
Dewatering	\$ 33,100	\$ 0	\$ 42,500	\$ 42,500
<b>Organization Operations &amp; Management</b>				
Financial Support Services	\$ 9,000	\$ 10,400	\$ 11,000	\$ 11,000
Legal Counsel Services	\$ 12,000	\$ 20,000	\$ 23,000	\$ 23,000
Advisor Services	\$ 190,000	\$ 195,000	\$ 212,000	\$ 212,000
Administrative Support Services	\$ 9,000	\$ 9,000	\$ 10,000	\$ 10,000
Insurance; Office Supplies; and Other Direct Costs	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000
Database/Mapping Application Maintenance	\$ 5,250	\$ 5,000	\$ 5,250	\$ 5,250
<b>Additional Projects/Activities</b>				
Groundwater Modeling Effort/Evaluate Revised Safe Yield Estimate	\$ 25,000	\$ 25,000	-	\$ 40,000
<b>TOTALS</b>	<b>\$720,850</b>	<b>\$ 680,400</b>	<b>\$ 726,950</b>	<b>\$ 766,950</b>

5

### 2023 Reserve Funds Impact (All Values in \$1000)

Estimates	Based on \$25/AF Assessment	Based on \$30/AF Assessment	Based on \$35/AF Assessment
2023 Budget (Option 2)	\$767	\$767	\$767
2023 Admin. Assessment (Low - High)	\$428 - \$517	\$514 - \$620	\$600 - \$723
Budget Shortfall for 2023 (High - Low)	\$339 - \$250	\$253 - \$147	\$167 - \$ 44
Estimated Reserve Fund after 2023 expenditures (Low - High)	\$1.06 - \$1.25	\$1.15 - \$1.35	\$1.23 - \$1.46

6

## Proposed Payment Schedule

- **2023 Administrative Assessment Invoicing:**
  - 25% of total by July 15, 2023.
  - 50% of total by October 15, 2023.
  - The remaining balance will be reconciled and invoiced by March 1, 2024.
- **2023 Replenishment Assessment Invoicing (if required - for 2022 excessive production):**
  - Full 100% will be invoiced by May 1, 2023.

7

## Recommendations

- ✓ **Consider approving the 2023 Budget (Option 2).**
- ✓ **Consider using reserve funds to offset excess expenditures related to the proposed 2023 Budget.**
- ✓ **Authorize Advisor to:**
  - **Initiate the proposed year 2023 activities and projects.**
  - **Invoice participating agencies in accordance with the proposed schedule.**

8



9

# Administrative Assessments Rate Review

Hemet-San Jacinto Watermaster  
TAC Meeting

November 14, 2022

# Estimated 2023 Productions

(As of November 2022)

Agency	2023 Adjusted BPR (AFY)	Total 2023 Groundwater Demand (AF)	Est. Prod. Subject to Admin. Assmt. (AF) **
City of Hemet	4,542	3,776	921
City of San Jacinto	3,004	2,611	1,711
EMWD	7,303	11,010	10,603
LHMWD	7,434	10,170	7,434
<b>Totals</b>	<b>22,283</b>	<b>27,567</b>	<b>20,669</b>

AF = Acre-feet  
 Assmt. = Assessment  
 Est. = Estimated

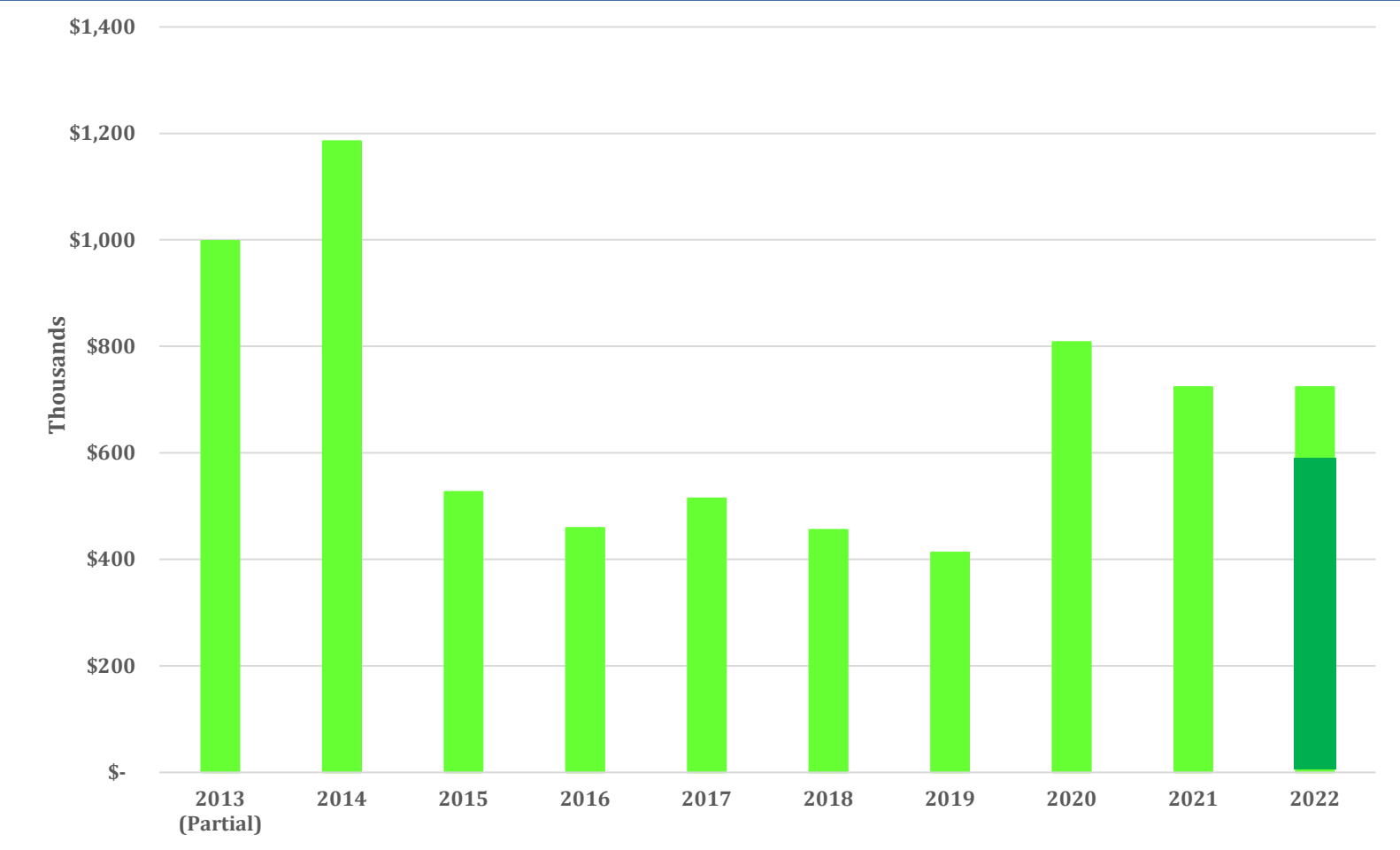
AFY = Acre-feet per year  
 BPR = Base Production Rights  
 Prod. = Production

\* 2023 Production Projections are based on Jan-June 2022 and July-Dec 2021 productions.  
 Cities of Hemet and San Jacinto can produce 900 AFY without any Admin. Assessment payment.



# Total Administrative Assessments

## 2013-2022



**\* 2022 Admin. Assessment is Estimated**

# Estimated 2022 Administrative Assessments

Agency	Est. Admin. Assmt. *	Est. Admin. Assmt. **
City of Hemet	\$ 20,583	\$ 32,247
City of San Jacinto	\$ 63,339	\$ 59,885
EMWD	\$ 255,619	\$ 371,106
LHMWD	\$ 260,182	\$ 260,182
<b>Totals</b>	<b>\$ 599,722</b>	<b>\$ 723,420</b>

- Based on Jan-June 2022 and July-Dec 2021 production and without any Assessments from Unused Adjusted Base Production Carry-over Accounts.

\*\* Based on actual 2021 Assessments.

**Estimated 2022 Administrative Assessment Range is  
\$600,000 - \$723,000**

# Estimated 2023 Administrative Assessments

Totals	Assessment Based on \$25/AF	Assessment Based on \$30/AF	Assessment Based on \$35/AF
Low Estimates *	\$428,373	\$514,047	\$ 599,722
High Estimates **	\$516,729	\$620,074	\$ 723,420

- Low Estimates are based on Jan-June 2022 and July-Dec 2021 production without any Assessments from Unused Adjusted Base Production Carry-over Accounts

\*\* High Estimates are based on actual 2021 Administrative Assessments.

**Estimated 2023 Administrative Assessment Range  
\$428,000 - \$723,000**

# 2023 Reserve Funds Impact

(All Values in \$1000)

**Estimated Reserve Fund after 2022 expenditures between \$ 1.4 - \$1.5 Mil.**

<b>Estimates</b>	<b>Based on \$25/AF Assessment</b>	<b>Based on \$30/AF Assessment</b>	<b>Based on \$35/AF Assessment</b>
<b>2023 Budget (Option 2)</b>	<b>\$767</b>	<b>\$767</b>	<b>\$767</b>
<b>2023 Admin. Assessment (Low - High)</b>	<b>\$428 - \$517</b>	<b>\$514 - \$620</b>	<b>\$600 - \$723</b>
<b>Budget Shortfall for 2023 (High - Low)</b>	<b>\$339 - \$250</b>	<b>\$253 - \$147</b>	<b>\$167 - \$ 44</b>
<b>Estimated Reserve Fund after 2023 expenditures (Low - High)</b>	<b>\$1.06 - \$1.25</b>	<b>\$1.15 - \$1.35</b>	<b>\$1.23 - \$1.46</b>

# Potential Actions

- **Option 1:**

- Adjust Administrative Assessment rate for 2023 to \$30 or \$25 per Acre-foot.
- Revisit Administrative Assessment rate for 2024 in November of 2023.

- **Option 2:**

- Continue using Administrative Assessment rate at \$35 per acre-foot for 2023.
- Revisit Administrative Assessment rate for 2024 in November of 2023.

# Potential Recommendation

- **Reduce 2023 Administrative Assessment rate from \$35 to \$30 per Acre-foot.**
- **Revisit Administrative Assessment rate for 2024 in November of 2023.**

Questions...

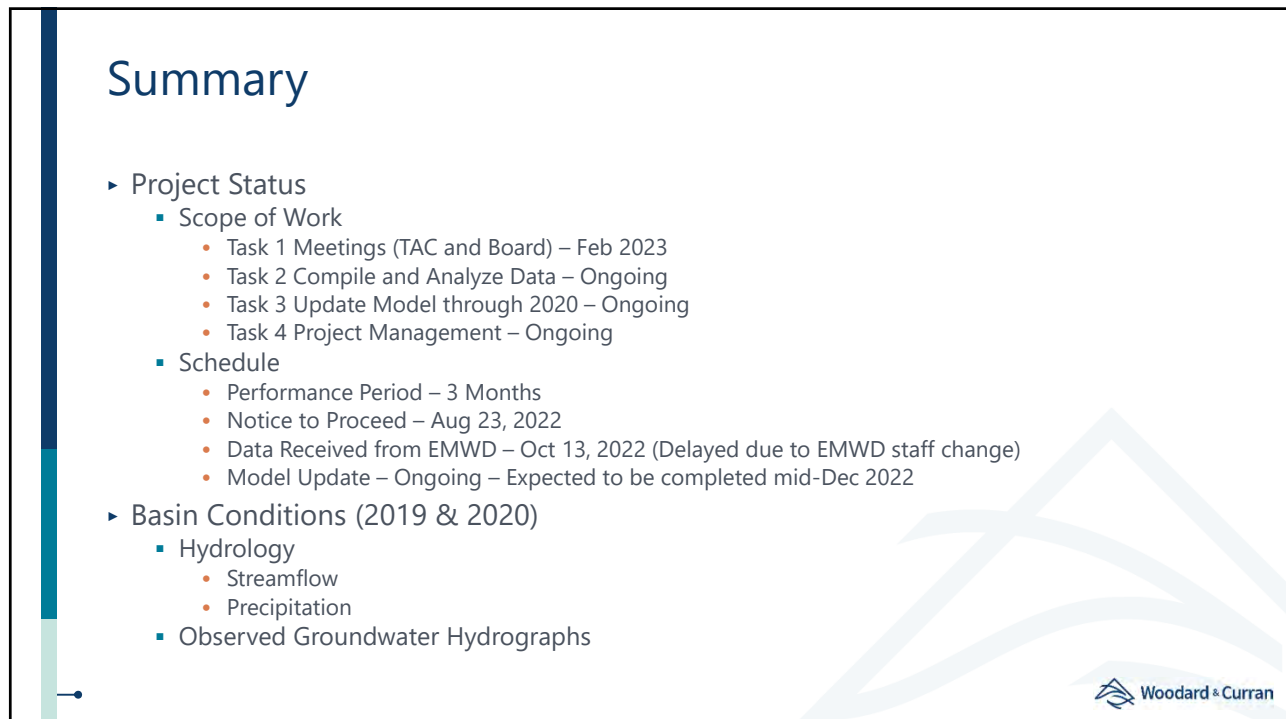


# Hemet San Jacinto Model Hydrology and Water Supply Extension

**Work in Progress**  
**Prepared by Woodard & Curran**  
**November 14<sup>th</sup> 2022**

**Woodard & Curran**

1



## Summary

- ▶ Project Status
  - Scope of Work
    - Task 1 Meetings (TAC and Board) – Feb 2023
    - Task 2 Compile and Analyze Data – Ongoing
    - Task 3 Update Model through 2020 – Ongoing
    - Task 4 Project Management – Ongoing
  - Schedule
    - Performance Period – 3 Months
    - Notice to Proceed – Aug 23, 2022
    - Data Received from EMWD – Oct 13, 2022 (Delayed due to EMWD staff change)
    - Model Update – Ongoing – Expected to be completed mid-Dec 2022
- ▶ Basin Conditions (2019 & 2020)
  - Hydrology
    - Streamflow
    - Precipitation
  - Observed Groundwater Hydrographs

**Woodard & Curran**

2



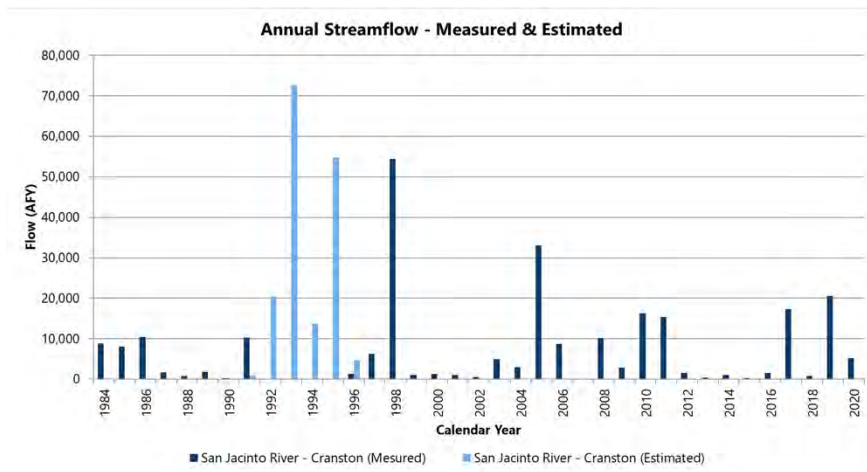
## Schedule Change

- ▶ Presentation of project results to TAC and Board meetings delayed from November to February due to:
  - Delayed data due to EMWD staff change
  - Increased QA/QC of data received
  - Insufficient time for TAC & Watermaster review of the model results

3

## Basin Conditions 1984-2020 Streamflow

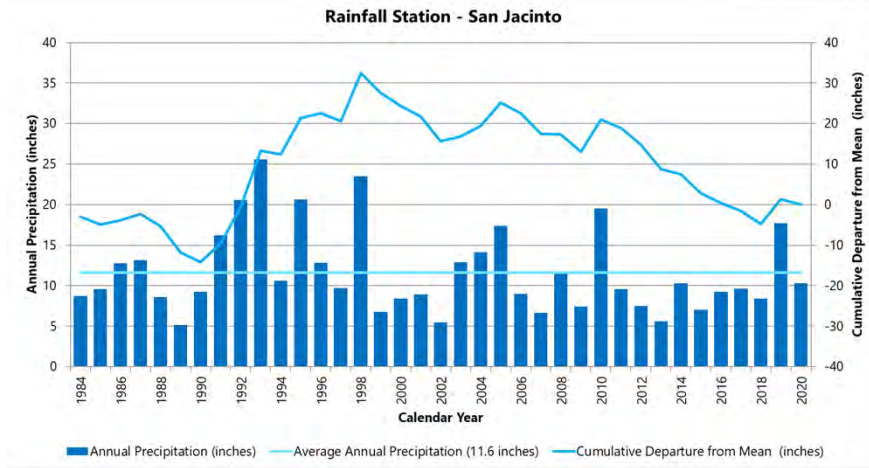
- ▶ Streamflow at San Jacinto River – Cranston (USGS 11069500)



4

# Basin Conditions 1984-2020 Rainfall

► Rainfall at San Jacinto (186)



## Appendix 10.3 Watermaster Agreements

## Assignment Agreement

This Assignment Agreement, effective March 1, 2022, is between Eastern Municipal Water District ("EMWD") and Hemet San Jacinto Watermaster ("Watermaster").

### Recitals

- A. Watermaster has adopted a Groundwater Management Plan, one purpose of which is to reduce or eliminate overdraft in the Management Area by establishing programs under which recycled water can be used for agricultural purposes in lieu of groundwater. The Groundwater Management Plan has been approved by the Court.
- B. In furtherance of this objective, but before Watermaster was formed, EMWD entered into Agreements for Delivery and Use of Recycled Water ("In-Lieu Agreements") dated May 31, 2007, with Bertrand Lauda and Erma Jean Lauda, individually and dba Rancho Casa Loma ("the Laudas"), and with Stan Scott, Linda Scott, Bruce A. Scott and Brad J. Scott ("Scott Brothers"). The In-Lieu Agreements were revised and restated in May 2008. The agreements provided generally that EMWD would construct facilities for the delivery of tertiary-treated recycled water to the Laudas and Scott Brothers and supply the water at a subsidized rate equal to EMWD's prevailing rate for secondary-treated recycled water. In return, the Laudas and Scott Brothers agreed to reduce the production of groundwater for use on their properties by the amount of recycled water received.
- C. The In-Lieu Agreements stated:
- It is the Parties' intent that when the Court has approved the [Groundwater Management Plan] and has appointed the Watermaster to administer the [Groundwater Management Plan], the Watermaster shall be substituted for EMWD under this Agreement by assignment and shall, simultaneously with said assignment, enter into an agreement with EMWD to purchase tertiary treated recycled water at EMWD's then prevailing rate for such water, for delivery to [the Laudas or Scott Brothers] at the price set forth in this Agreement.
- D. The In-Lieu Agreements separately provided: "Upon appointment of a Watermaster by the Court, EMWD shall assign this Agreement to the Watermaster which shall agree to be bound by all the provisions hereof before the assignment shall become effective."
- E. EMWD also entered into a Four-Agency Agreement Re In-Lieu Project in 2008 with the Lake Hemet Municipal Water District, the City of Hemet, and the City of San Jacinto, under which those agencies participated in the cost of the facilities for the delivery of recycled water, and agreed to reimburse EMWD for their pro rata shares of the subsidy, i.e., the difference between EMWD's prevailing rate for tertiary-treated recycled water and the subsidized price charged to the recycled water users for off-peak (winter) deliveries. The Four-Agency Agreement was amended twice. The second amendment, effective September 24, 2013, added Watermaster as a party, and provided that Watermaster would take over the responsibility for the agencies' respective shares of the subsidy. This was consistent with the provisions of the In-Lieu Agreements quoted above, except that the parties agreed that it was not necessary that Watermaster purchase the recycled water from EMWD and resell it to the Laudas and Scott Brothers, if Watermaster agreed to pay the subsidy directly to EMWD.
- F. On May 29, 2013, Watermaster adopted Resolution No. 5, which provided that Watermaster would accept an assignment from EMWD of the Laudas' and Scott Brothers' In-Lieu

Agreements, and directed counsel to prepare the Assignment Agreement. But it does not appear that an Assignment Agreement was prepared at that time.

- G. It is the Parties' intention to complete the transfer of responsibility to Watermaster by assigning the In-Lieu Agreements to Watermaster.

## **Agreements**

### **1 EMWD's Assignment**

EMWD assigns its interest in the In-Lieu Agreements to Watermaster.

### **2 Watermaster's Acknowledgement**

Watermaster acknowledges and accepts the assignment, and agrees to be bound by all the provisions of the In-Lieu Agreements.

### **3 No Change in Operations**

This Agreement does not require any change in operations or invoicing and payment practice. In other words, Watermaster will continue to pay the subsidy to EMWD as provided in the Second Amendment to the Four-Party Agreement.

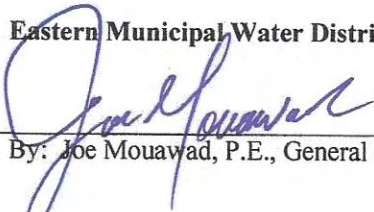
### **4 General Provisions**

- 4.1 Entire Agreement.** This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties. It may not be modified except in a writing signed by the parties.
- 4.2 No Assignment.** Neither party may assign this Agreement without the other party's prior written consent, which will not be unreasonably withheld.
- 4.3 Waiver.** If either party fails to require the other to perform any term of this Agreement, that failure does not prevent the party from later enforcing that term. If either party waives the other's breach of a term, that waiver is not treated as waiving a later breach of the term.
- 4.4 Successors.** This Agreement binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors and (where permitted) assignees.
- 4.5 Severability.** If any part of this Agreement is for any reason held to be unenforceable, the rest of it remain fully enforceable.
- 4.6 "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
- 4.7 Headings.** Headings are for convenience only and do not affect the interpretation of this Agreement.
- 4.8 Applicable Law.** California law applies to this Agreement without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction.

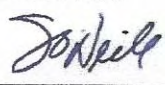
4.9 **Attorney Fees.** In any action to interpret or enforce this Agreement, the prevailing party is entitled to reasonable attorney fees.

4.10 **Counterparts.** This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.

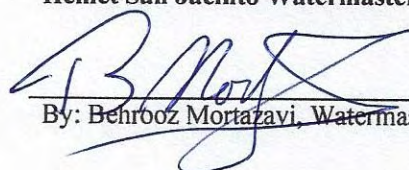
**Eastern Municipal Water District**

  
By: Joe Mouawad, P.E., General Manager

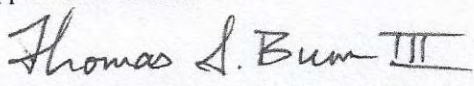
Approved as to form

  
Steven O'Neill, General Counsel

**Hemet San Jacinto Watermaster**

  
By: Behrooz Mortazavi, Watermaster Adviser

Approved as to form

  
Thomas S. Bunn III, General Counsel



**Hemet-San Jacinto  
Watermaster**

To: Reza Namvar, PhD, PE

From: Michelle Mayorga

Date: ~~September 22, 2022~~ <sup>MM</sup> Oct. 17, 2022

Re: Watermaster Contract

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Comments: Please enclosed the Consulting Services Agreement for signature.

Thank you!

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# WOODARD & CURRAN TERMS & CONDITIONS

## CONSULTING SERVICES TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services dated August 15, 2022 (“Scope of Services”), constitute the terms of this agreement (“Agreement”) between Woodard & Curran, Inc. (“Consultant”), with an address of 801 T St, Sacramento, CA 05811, and Hemet-San Jacinto Watermaster (“Client”), with an address of c/o Water Resources Engineers; 1295 Corona Pointe Court; Suite 104; Corona, CA 92879, with respect to the performance of the Scope of Services (the “Project”) and any additional services.

WHEREAS, it is the desire of the Client to contract the services described in the Scope of Services; and Consultant desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

### 1. Scope of Services

Consultant, as representative of the Client, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Consultant’s Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Consultant’s costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

### 2. Consultant’s Responsibilities

Consultant shall be responsible for the following:

- 2.1 Consultant will perform all work in accordance with the attached Scope of Services. Consultant may not subcontract any part of the work without written authorization from the Client.
- 2.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by the Consultant’s undertaking herein or its performances of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
- 2.3 Consultant shall comply with all laws and regulations applicable to Consultant’s performance of the Scope of Services.
- 2.4 The project manager who will act as Consultant’s representative with respect to services to be rendered under this Agreement is Reza Namvar.

- 2.5 Consultant shall have all licenses and permits required to perform the Scope of Services.

### 3. Client’s Responsibilities

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- 3.1 Designated person to act as Client’s representative with respect to the services to be rendered under this Agreement is Dr. Behrooz Mortazavi (Watermaster Advisor). Dr. Mortazavi has complete authority to transmit instructions, receive information, interpret and define Client’s policies and decisions with respect to Consultant’s services described in the Scope of Services. Such person shall have complete authority to bind Client financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to Client’s requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations which Client will require to be included in any report and products prepared by the Consultant.
- 3.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the services of Consultant; and give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Consultant’s services.
- 3.5 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.
- 3.6 If applicable, retain its own Independent Registered Municipal Advisor (“IRMA) pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA. Client shall retain and consult with an IRMA prior to acting on any information and material under the Agreement.





# WOODARD & CURRAN

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## TERMS & CONDITIONS

### 4. Subcontracts

- 4.1 If requested by Client, the Consultant will recommend the Client's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Consultant, and the Consultant will make recommendations to the Client regarding payment. Payment to these third-parties will be made directly by the Client. The Consultant will recommend the use of such third parties with reasonable care, but does not guarantee their services and will not be liable for their errors or omissions.
- 4.2 In the alternative, Consultant may subcontract any portion of the Scope of Services to a subcontractor approved by Client, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

### 5. Billing and Payment

- 5.1 Consultant agrees to provide necessary services required to complete the work described in the Scope of Services, attached as Exhibit A, for an amount not to exceed \$24,200.
- 5.2 The cost of services for the attached scope of work shall be in accordance with the Cost Schedule in the attached Exhibit A.
- 5.3 Invoices submitted by Consultant shall show rates, hours, and costs as reflected on the attached Cost Schedule.
- 5.4 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the Scope of Services or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period. Payment may be issued by check or electronic transfer as follows:
- By Check:  
Woodard & Curran, Inc.  
PO Box 983122  
Boston, MA 02298-3112
- By Electronic Transfer:  
TD Bank  
ABA: 211274450  
Account Number: 2428214338
- 5.5 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from sixty (60) days after the date payment is due at the rate of one and one

half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

- 5.6 Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:
- 5.6.1 transportation and living expenses incurred in connection with travel on behalf of the Client;
- 5.6.2 overnight or priority postage and costs for special handling of documents;
- 5.6.3 renderings and models requested by the Client;
- 5.6.4 expense of overtime work requiring higher than regular rates;
- 5.6.5 expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by Consultant and Consultant's consultants;
- 5.6.6 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
- 5.6.7 use of company field vehicle will be charged according to Consultant's current rates;
- 5.6.8 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
- 5.6.9 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
- 5.6.10 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.7 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.8 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant



# WOODARD & CURRAN

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## TERMS & CONDITIONS

be contingent upon financing arrangements or receipt of payment from any third party.

5.9 If the Client fails to make payment when due Consultant for services or Reimbursable Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Consultant shall have no liability to Client for delay or damage caused Client or others because of such suspension of services.

5.10 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If, after sixty (60) days, the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.5 of this Agreement.

5.11 If circumstances or conditions not originally contemplated or known to Consultant are revealed, and affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents; (vi) additional program, feasibility or planning studies for this or other Project sites; or (vii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Scope of Services.

### 6. Ownership and Use of Documents

6.1 All documents including drawings and specifications prepared or furnished by Consultant pursuant to this Agreement are instruments of service in respect of the Project and Consultant and Client shall retain a joint ownership and property interest therein whether or not the Project is completed. Client has full authority to take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on

extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants from and for all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.

6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

### 7. Limitation of Liability

7.1 To the greatest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Consultant or Consultant's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Consultant's applicable insurance policy limits set forth herein.

7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

### 8. Insurance

8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$2,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits. The Client and Consultant waive all rights of subrogation against: 1) each other and their subconsultants, subcontractors, agents and employees, each of the other, and 2) the Client's contractor (if any) and its subcontractors, for damages caused by fire or other perils to the extent covered by property insurance maintained by the Client or



# WOODARD & CURRAN TERMS & CONDITIONS

its contractor. The Client shall require a similar waiver from any contractor.

## 9. Indemnification Hold Harmless

9.1 Consultant agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Consultant's negligent acts or negligent omissions.

9.2 Client agrees to indemnify and hold Consultant, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.

## 10. Delays/Force Majeure

10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

**10.2 COVID-19: As a result of the global COVID-19 pandemic, Woodard & Curran may experience supply chain disruptions and/or interruptions, travel restrictions and other limitations that may impact its ability to perform hereunder. In addition, Woodard & Curran has been and will continue to implement necessary health & safety procedures in response to the pandemic. As a result, there could be a delay in the provision of services and/or goods, including but not limited to the delay of work product deliverables, product and spare part deliveries and installations, maintenance and repair work, and technical support,**

**among others. Woodard & Curran will take reasonable steps to try to mitigate the effect that this pandemic – force majeure event - may have; however, based on the breadth and extent of this event, both parties acknowledge and agree that Woodard & Curran cannot be held responsible for any anticipated performance, performance milestone dates, delays, and/or additional costs as a result thereof. The Client acknowledges and accepts these risks.**

## 11. Notice

11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after being mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), and shall be deemed given when delivered.

## 12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy (if such a level exists) shall meet at a mutually acceptable time and place within five business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this



# WOODARD & CURRAN

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## TERMS & CONDITIONS

clause are confidential and shall be treated as compromise and settlement negotiations and mediation discussions for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

### 13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

### 14. Health and Safety

14.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant and Client may

terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

14.2 Consultant will not implement or be responsible for health or safety procedures other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the Scope of Services, Consultant's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

### 15. Environmental Conditions and Subsurface Risks

15.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

15.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

15.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

15.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project



# WOODARD & CURRAN

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## TERMS & CONDITIONS

site with consideration for the available information regarding existing hazards.

15.1.4 **Control of Project Site.** Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

15.1.5 **Right of Entry.** Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

15.1.6 **Subsurface Risks.** Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

15.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by

Client or by any other party, or which could not have been reasonably identified by Consultant.

### 16. Samples

16.1 **Non-Hazardous Samples.** Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

16.2 **Hazardous Samples.** Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

### 17. Miscellaneous

17.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

17.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the State of California, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

17.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

17.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall



# WOODARD & CURRAN

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## TERMS & CONDITIONS

assign, sublet or transfer any interest in this Agreement without the written consent of the other.

17.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations, or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.

17.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

17.7 Any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as an consultant and represents its best judgment as an experienced and qualified consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

17.8 This Agreement was jointly drafted and both parties had an opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

(Signatures on next page)



~~WOODARD & CURRAN~~  
**TERMS & CONDITIONS**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below:

CONSULTANT:

WOODARD & CURRAN, INC.

By: *Ali*  
Printed: Ali Iraghavi  
Title: Sr. Principal

Thereunto duly authorized

Date: 10/17/22

CLIENT:

Hemet-San Jacinto Watermaster

By: *Steve A. Paston*  
Printed: STEVEN A. PASTON  
Title: VICE CHAIR

Thereunto duly authorized

Date: AUG 22, 2022

Via Electronic Mail

August 15, 2022



Mr. Behrooz Mortazavi  
Water Resources Engineers Inc.  
1315 Corona Pointe Courte, Suite 202  
Corona, CA 92879

**Re: Proposal for the Extension of SJFM2020 Simulation Period through CY 2020**

Dear Mr. Mortazavi:

Woodard & Curran is pleased to provide this proposal for services to extend simulation period and associated hydrology and operations data for the latest historical version of the San Jacinto Flow Model (SJFM2020) from December 2018 to December 2020 for the Hemet San Jacinto Water Management Area.

### **Scope of Work**

The model period extension will consist of meetings, data compilation and analysis, model data extension and input file update, and project management. The following four tasks will be conducted.

#### ***Task 1: Meetings***

This task includes one coordination meeting with the Watermaster Advisor, one meeting with the Watermaster Technical Advisory Committee, and one presentation to the Watermaster Board. It is assumed that the meetings will be virtual and not in-person.

#### ***Task 2: Compile and Analyze Data***

This task includes coordination with the Watermaster Advisor to collect data required for the model extension from respective entities.

#### ***Task 3: Update Model through Calendar Year 2020***

This task includes preparation of model input data, and verification and quality control of the data, and performing the historical model simulation. This task also includes updating the estimate of the basin yield based on the extended historical hydrologic period.

Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM 2020.





**Task 4: Project Management**

This task is for coordination of management of the project, invoicing, as well as preparation of progress report and invoice.

**Deliverables**

The following deliverables will be submitted:

- PowerPoint slides to brief the TAC and Watermaster Board on the work conducted

**Schedule**

Woodard & Curran assumes a three (3) month performance period for this scope of work.

**Assumptions**

This scope of work assumes:

1. The Watermaster will be responsible for collection of data on hydrology, water supply, groundwater production and recharge operations and from individual entities.
2. Data formats will be similar to those transmitted for previous model updates and extensions.
3. The latest calibrated version of the SJFM2020 model will be used. This scope does not include any changes and/or modifications and/or refinements of the model calibration.
4. Data representing elements outside of the Hemet San Jacinto Watermaster Area will be extended by repeating the most recent year of data in the SJFM2020.
5. There is only one meeting scoped for interaction on the technical work with the Watermaster Advisor. This scope does not include any interaction and/or meetings with the member entities to discuss the details of the model update process, yield estimates and/or to address questions.

**Budget**

Work under this scope of work is to be completed with a budget not to exceed \$24,200.

Task	Budget
Task 1: Meetings	\$ 5,200
Task 2: Compile and Analyze Data	\$ 3,500
Task 3: Update Model through Calendar Year 2020	\$ 14,700
Task 4: Project Management	\$ 800
<b>Total</b>	<b>\$ 24,200</b>



The costs for each task should be considered as estimated guidelines only. Actual costs for any task may vary, but the total shall not be exceeded.

Thank you for the opportunity to submit our proposal on this project. We look forward to working with you. Should you have any questions regarding this proposal, please contact me at your earliest convenience.

Sincerely,

WOODARD & CURRAN, INC.

Ali Taghavi, PhD, PE  
Sr Principal | Sr. Technical Practice Leader

**AGREEMENT FOR  
PROFESSIONAL SERVICES  
BETWEEN  
HEMET-SAN JACINTO WATERMASTER  
AND  
AERIAL INFORMATION SYSTEMS, Inc.**

This agreement is made this 28<sup>th</sup> day of November, 2022 by and between the Hemet-San Jacinto Watermaster (“**WM**”) and Aerial Information Systems, Inc. (hereinafter referred to as (“**Consultant**”), a California corporation with its principal place of business at 112 1st Street, Redlands California 92373, with reference to the following:

**WHEREAS**, **WM** desires to engage the professional services of **Consultant** to perform such professional consulting services as may be assigned by **WM** in writing and

**WHEREAS**, **Consultant** agrees to provide such services pursuant to, and in accordance with, the terms and conditions of this Agreement and has represented and warrants to **WM** that **Consultant** possesses the necessary skills, qualifications, personnel, and equipment to provide such services and

**WHEREAS**, these parties desire to contract for certain specific services;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises herein set forth, it is agreed between the parties hereto, as follows:

**ARTICLE I - SCOPE OF WORK**

The **Consultant**, as an independent contractor, and not as an agent of **WM**, shall, in conformance with the schedule and such other provisions as are more particularly set forth herein, personally devote such time and professional attention as may be necessary to do all things required and/or incidental to the accomplishment of the effort as it is described in Attachment A-Scope of Work.

**ARTICLE II - PERIOD OF PERFORMANCE**

The **Consultant** shall require the following conditions for determining project schedule: **Consultant** shall commence work on December 1, 2022 and complete the work by January 31, 2023.

**ARTICLE III - DEFINITION OF STUDY AREA**

The overall study area is defined as the portion of the San Jacinto River Watershed under **WM** jurisdiction as represented in Attachment B – Study Area Map.

**ARTICLE IV - COMPENSATION**

In consideration for services performed and expenses incurred by the **Consultant** under this Agreement, **WM** agrees to pay the **Consultant** a not to exceed amount of five thousand (\$5,000.00), which includes all labor, indirect costs, and other direct costs.

Compensation to the **Consultant** will be pursuant to **Consultant’s** monthly invoices based

on percent complete of the work effort outlined in the Scope of Work (SOW), attached hereto as Attachment A and incorporated by reference.

#### **ARTICLE V - PAYMENT**

The **Consultant** will submit invoices monthly reflecting the percent complete by task for the monthly billing cycle. These invoices should be submitted not more frequently than monthly and will be addressed to the attention of Behrooz Mortazavi, Watermaster Advisor. The monthly billing shall be submitted no later than 15 calendar days following the end of the month for which the services are performed or expenses claimed. Subject to the approval of the invoice by the Contract Administrator, **WM** shall make payment to the **Consultant** within 30 days. **WM** will not pay in excess of stated fee for completion of all tasks unless otherwise negotiated and fully agreed upon in writing by both parties. **Consultant** shall send a brief progress report at least monthly accompanying their invoice.

#### **ARTICLE VI - PERSONAL PERFORMANCE**

In the performance of this Agreement, the **Consultant** will personally provide such time and professional attention as are necessary to satisfy the performance requirements and standards established under this Agreement. The **Consultant** will not, without the prior written consent of **WM**, employ any other person or engage any consultant to perform services under this Agreement.

#### **ARTICLE VII - QUALITY OF WORK**

The **Consultant** further agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to the highest professional standards, applicable to the **Consultant's** area of expertise.

#### **ARTICLE VIII - DELIVERY AND PLACE OF ACCEPTANCE**

Acceptance of all reports and products shall be by **WM**. Products and reports shall be delivered to **WM** digitally via email to Behrooz Mortazavi at [behrooz@h2oengineers.com](mailto:behrooz@h2oengineers.com) unless otherwise agreed upon by all parties in writing.

#### **ARTICLE IX - ALTERATIONS**

It is mutually understood and agreed that this Agreement represents the complete agreement of the parties, and that no alteration or variation of the terms of this Agreement shall be valid and binding unless made in writing and signed by the parties hereto.

#### **ARTICLE X - INDEMNITY**

The **Consultant** agrees to indemnify and hold **WM** harmless from any liability or costs, including court costs or attorney fees, that **WM** may incur as a result of any breach by the **Consultant** of any term or condition of the **Contract** or of this Agreement or as a result of the **Consultant's** negligent performance under this Agreement.

#### **ARTICLE XI - INSURANCE**

The **Consultant** will file with the **WM** before beginning work, certificates of insurance and policy endorsements satisfactory to the **WM** evidencing general liability coverage, of not less than \$1,000,000 per occurrence (\$2,000,000 aggregate (if used)) for bodily injury,

personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to the **WM**. The general liability coverage shall name the **WM**, its directors, officers, employees, or volunteers as additional insureds using the ISO CG2010, or equivalent additional insured endorsement; any insurance, self insurance or other coverage maintained by the **WM**, its directors, officers, employees, or volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the **WM**.

#### **ARTICLE XII - INDEPENDENT CONTRACTOR**

The parties hereto agree that the **Consultant**, its agents, and its employees, in the performance of the Agreement, shall act as independent contractors and not as officers, employees, or agents of **WM**.

#### **ARTICLE XIII - RELEASE OF INFORMATION**

The **Consultant** shall not make public information releases regarding professional services rendered pursuant to this Agreement without the advanced written permission of the Contract Administrator.

#### **ARTICLE XIV - SERVICES NOT EXCLUSIVE**

It is understood and agreed that **WM** shall not be exclusively entitled to the services of the **Consultant**, it being contemplated that the **Consultant** will have other clients for its consulting services.

#### **ARTICLE XV - TIMING**

Time is of the essence in the performance of services under this Agreement. Accordingly, the **Consultant** shall exercise professional effort to complete the services in a timely manner.

#### **ARTICLE XVI - ASSIGNMENT**

This Agreement is not assignable by the **Consultant** either in whole or in part.

#### **ARTICLE XVII - USE OF MATERIALS**

**WM** shall make available to the **Consultant** such materials from its files or Eastern Municipal Water District (EMWD) files as may be required by the **Consultant** in connection with its performance of services under the Agreement. Such materials shall remain the property of **WM** or **EMWD** while in the **Consultant's** possession. Upon termination of the Agreement and payment of outstanding invoices to the **Consultant** or completion of work under the Agreement, the **Consultant** shall upon request by **WM**, turn over any property of **WM** in its possession and any calculations, notes, reports, or other materials prepared by the **Consultant** in the course of performance of the Agreement. **WM** may utilize any material prepared by the **Consultant** pursuant to the Agreement in any manner which **WM** deems proper.

#### **ARTICLE XVIII - AFFIRMATIVE ACTION**

In providing services, the **Consultant** may not discriminate in the employment of persons because of race, gender, creed, color, or national origin and shall promote the realization of

full equal employment opportunity.

**ARTICLE XIX - JURISDICTION AND VENUE**

This Agreement shall be deemed a contract under the laws of the State of California, and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the State of California, and that the venue of any action brought hereunder shall be the county of Riverside, California.

**ARTICLE XX - JOINT DRAFTING**

Both parties have participated in the drafting of the Agreement.

**ARTICLE XXI - WORK SUBJECT TO APPROVAL**

The **Consultant** agrees that the acceptability of all work is subject to approval by **WM**.

**ARTICLE XXII - EFFECTIVENESS OF AGREEMENT**

This Agreement will become effective and be binding between the parties only when the Contract between **WM** and **Consultant** has been signed and entered into by those parties.

**ARTICLE XXIII - SUSPENSION AND TERMINATION**

**WM** shall have the right to terminate or suspend performance under this Agreement at any time, with or without cause, upon giving written notice to the **Consultant**. In the event of the termination of this project, notwithstanding any other fee provisions of this Agreement, **WM**, based upon the work accomplished by the **Consultant** prior to notice of such termination, shall determine the amount of fee to be paid to the **Consultant** for such services based upon accepted **Consultant** practices, and such findings by **WM** shall be final and conclusive as to the amount of such fee.

**ARTICLE XXIV - CONTRACT ADMINISTRATION**

Contract Administrator is the Watermaster Advisor of **WM**, Dr. Behrooz Mortazavi.

**ARTICLE XXV - NOTICE**

Any notice required or permitted to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or mail delivery as follows:

**CONSULTANT:**

Aerial Information Systems, Inc.  
112 First Street  
Redlands, CA 92373  
Attn: Ms. Deborah Johnson  
Tel: (909) 793-9493  
Fax: (909) 798-4430  
Email: [djohnson@aisgis.com](mailto:djohnson@aisgis.com)

**HEMET-SAN JACINTO  
WASTERMASTER:**

1315 Corona Pointe Court, Suite 202  
Corona, CA 92879  
Attn: Dr. Behrooz Mortazavi  
Tel: (714) 794-5520  
Email: [behrooz@h2oengineers.com](mailto:behrooz@h2oengineers.com)

Either party may change its representative or address above by written notice to the other.

**ARTICLE XXVI - INTEGRATION**

This Agreement and the following attachments incorporate by reference represent the entire understanding of the parties as to the subject matter herein:

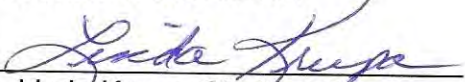
- Attachment A - Statement of Work
- Attachment B - Study Area Map
- Attachment C – Deliverables and Cost

No prior oral or written understanding shall be of any effect with regard to these matters.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their names as of the day and year hereinabove first written.

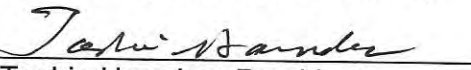
DATED: 11-28-2022

**Hemet-San Jacinto Watermaster**

BY:   
Linda Krupa, Chairperson

DATED: 12/07/2022

**Aerial Information Systems (Consultant):**

BY:   
Toshie Harnden, President



# ATTACHMENT A STATEMENT OF WORK

## Introduction

The following statement of work describes our technical approach for creating a GIS dataset that will aid Watermaster in their efforts to understand the amount of groundwater extraction in their jurisdiction and identifying potential irrigated agriculture not currently assessed.

## Technical Approach

To derive the information needed, AIS will upload the GIS data layers provided by Eastern Municipal Water District (EMWD) onto AIS' server and create appropriate workspace to conduct the analysis.

### Provided Data Layers (EMWD data in **bold**):

1. Well (point)
  - a. **HSJ\_Estimates\_20221004** – Provides a list of wells that have estimates in HSJ.
  - b. **ClassBParticipants\_20220928** – Provides a list of Class “B” participants in HSJ.
  - c. **PrivateMeters\_20220928** – Contains active and productive well meters in HSJ and excludes any agency wells.
2. Recycled water use (area) coverage plus names on the accounts
  - a. **Raw\_ServiceConn** – Layer has the latest raw water service connections and customer types can vary from System Meter, Landscape, Commercial and/or Agriculture.
  - b. **RW\_ServiceConn** – Layer has the latest recycle water service connections and customer types are Landscape and/or Agriculture.
  - c. To determine name on the account you will once again be using GIS to join the Service\_Order\_Number to the **sdetables.DBO.cayMailingTbIPI** which is a table in the geodatabase.
  - d. **rcISiteBdyPyROS** - Overall recycled water use site boundary (which includes non-irrigated areas)
  - e. **rcIrrAreaPyROS\_Overall** - Area approved for recycled water irrigation
  - f. You can find site names and info by site number in:  
**sdetables.DBO.rcINonPotableSitesTbIRw**
  - g. And Accounts by site number here:  
**sdetables.DBO.rcINonPotableAccountTbIRw**
3. Imported/surface water (point) connection coverage and the name on the accounts
4. Boundary coverage showing the Watermaster Boundaries
  - a. **HemetSanJacintoGroundwaterManagementPlanAdjudicatedArea** - Boundary coverage showing the Watermaster Boundaries

5. Bulletin 118 groundwater basins (management zones) boundary map with the name of the management zones
  - a. **sdeotheragency.DBO.polGroundwaterManagementZonesSubbasins2004PyDwr** - Bulletin 118 groundwater basins (management zones) boundary map with the name of the management zones
6. County parcel map with APN and owner names
  - a. AIS has a link to the Riverside County Assessor's parcel database.

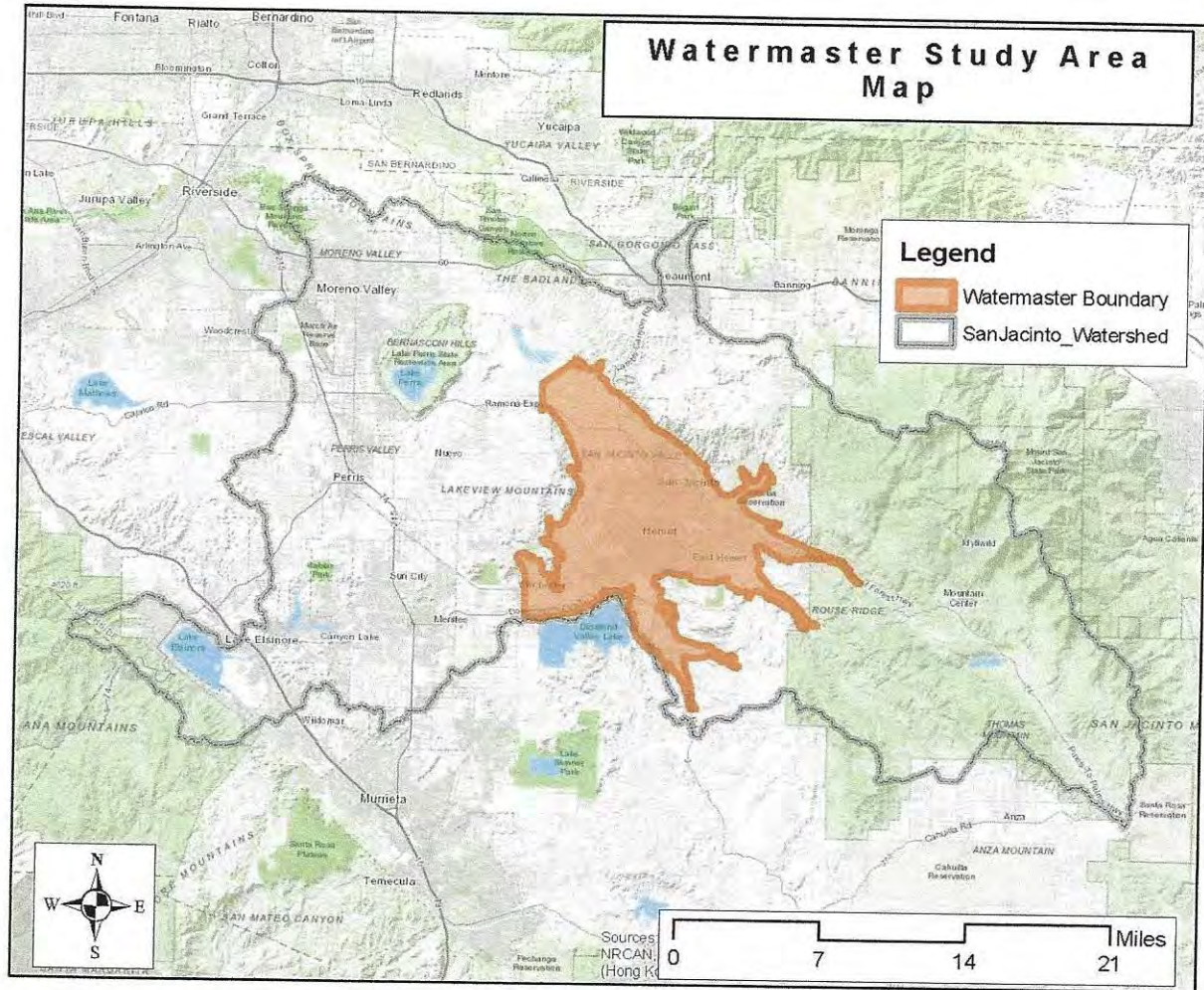
A geodatabase file will be created that includes a feature class of agricultural land uses (derived from the updated 2020-21 Ag Land Use database provided by the Western Riverside County Agriculture Coalition (WRCAC) to be used specifically for this project requiring irrigation e.g., turf farms, irrigated crop lands, citrus or other woody agriculture, dairies (both intensive land use and non-intensive uses such as pastures or fodder land associated with the dairy), nurseries, etc. falling within Watermaster's jurisdiction area (see Attachment B). This feature class will then be overlain with areas irrigated by surface water (recycled or Colorado River water) to eliminate those irrigated lands from the final results. All irrigated Ag lands not covered by surface water service will be considered irrigated by well water (groundwater extraction).

The next step will be to correlate the well locations that have been linked by EMWD to their corresponding Assessor's APN, to the irrigated Ag feature class. Although the well location most likely falls within one parcel, we will use the ownership data from the known APN to extrapolate to other parcels in the area owned by the same entity in the hope that this will identify all irrigated Ag drawing water from the well. However, in our experience, this may not be the case as, it may be possible that a given Ag operation may have multiple parcels and ownerships associated with irrigated areas within the operation.

The result will be displayed in as a map showing irrigated Ag land not covered by either surface water irrigation or know wells. Additionally, tables can be created to list the acreages of irrigated Ag assigned to each well and acreages of irrigated Ag not assigned to a known well that will require addition investigation. Specifics of both the database and tables are to be determined. Our scope does not include supplementary data collection or further investigations (See Attachment C for a List of Deliverables).

# ATTACHMENT B STUDY AREA MAP

The Map below shows the area of the project, which coincides with the Watermaster jurisdiction boundary.



**ATTACHMENT C**  
**List of Deliverables and Cost**

**Deliverables**

- An ArcGIS 10.x.x file geodatabase or shapefile containing a seamless topologically correct (no gaps or overlaps) irrigated Ag land use polygon feature class for the Watermaster's jurisdiction area. The feature class will contain attributes, which at a minimum will include a field for land use type and irrigation water supply type. Separate field(s) for well information tied to a specific well, such as well ID number, can also be added.
- Summary table(s) of GIS data.
- Three to five PowerPoint slides showing the results of the project.

**Cost**

- Not-to-exceed \$5,000

## **Appendix 10.4 Watermaster Resolutions**

**HEMET-SAN JACINTO WATERMASTER  
RESOLUTION NO. 9.7**

**RESOLUTION OF THE WATERMASTER BOARD  
RE ADMINISTRATIVE ASSESSMENT FOR 2022**

WHEREAS, the Judgment in Eastern Municipal Water District vs. City of Hemet, et al., requires the Watermaster to set the Administrative Assessment rate annually;

WHEREAS, the Watermaster has adopted the 2022 budget, and an Administrative Assessment of \$35.00 is needed to support the budget;

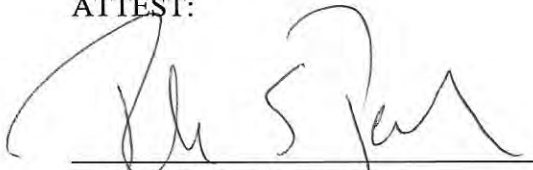
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Administrative Assessment is set at \$35.00 per acre-foot of a Party's Adjusted Production Right pumping during 2022.

ADOPTED THIS 23<sup>rd</sup> day of May 2022.

  
Linda Krupa, Chairperson

ATTEST:

  
Philip E. Paule, Secretary

**HEMET-SAN JACINTO WATERMASTER  
RESOLUTION NO. 9.8**

**RESOLUTION OF THE WATERMASTER BOARD  
RE ADMINISTRATIVE ASSESSMENT FOR 2023**

WHEREAS, the Judgment in Eastern Municipal Water District vs. City of Hemet, et al., requires the Watermaster to set the Administrative Assessment rate annually;

WHEREAS, the Watermaster has adopted the 2023 budget, and an Administrative Assessment of \$30.00 is needed to support the budget;

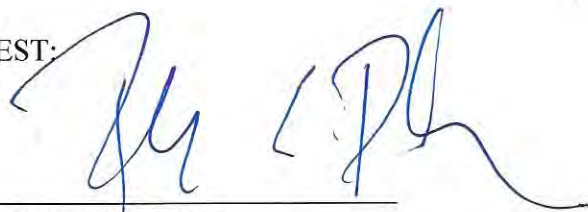
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Administrative Assessment is set at \$30.00 per acre-foot of a Party's Adjusted Production Right pumping during 2023.

ADOPTED THIS 28<sup>th</sup> day of November 2022.

  
Linda Krupa, Chairperson

ATTEST:

  
Philip E. Paule, Secretary

## Appendix 10.5 Task Orders



## TASK ORDER NO. 15

### HEMET-SAN JACINTO WATERMASTER SUPPORT SERVICES AGREEMENT 2022 Water Resources Monitoring Program Support

This Task Order is issued by the Hemet-San Jacinto Watermaster (“Watermaster”), a judicial creation of the Superior Court of the State of California in and for the County of Riverside through the Stipulated Judgment entered on April 18, 2013, and accepted by EASTERN MUNICIPAL WATER DISTRICT, a California municipal water district (“EMWD”) pursuant to the mutual promises, covenants and conditions contained in the AGREEMENT between the above named parties dated July 29, 2013, in connection with the Hemet-San Jacinto Watermaster Support services. This Task Order will be completed under Amendment No. 1, which extends the duration of the Agreement for Hemet-San Jacinto Watermaster Support Services dated July 29, 2013 through December 31, 2023. Amendment No. 1 was executed on February 26, 2019 between the Watermaster and EMWD.

#### **PURPOSE**

The purpose of this Task Order is to describe EMWD’s 2022 Water Resources Monitoring Program Support services, time of performance, payment, and effective date to provide services for the Watermaster.

#### **SCOPE OF SERVICES**

The purpose of the Water Resources Monitoring Program (“Monitoring Program”) is to collect, analyze, and compile groundwater level, water quality, and groundwater production data to meet the reporting requirements of the Judgment. The Monitoring Program provides the information necessary for a comprehensive view of the groundwater management zones and includes the following elements:

- Groundwater Extraction Monitoring
- Groundwater Level Monitoring
- Water Quality Monitoring
- Inactive Well Capping and Sealing
- Meter Installation, Repair, and Replacement
- Data Management, Documentation, and Reporting

Groundwater level and groundwater extraction data will be used to quantify basin stresses and to provide data for estimation of overdraft conditions within any given year and to provide the basis for replenishment in the following year. Water quality information will be used to track basin water quality trends. Such data allows for characterization of basin hydrology, evaluation of groundwater flow conditions, and monitoring of water quality improvement or degradation. In addition, inactive or unused wells will be capped and sealed as they are potential sources of groundwater contamination and present hazardous conditions. The groundwater level and extraction monitoring will allow for a more accurate estimation of the amount of groundwater in

storage, changes in storage, and the identification of overdraft conditions. The information gained from these efforts will be used to support the Watermaster Board decisions.

In conjunction with existing and planned groundwater level and quality monitoring, accurate monitoring of groundwater extraction will allow participants to understand how groundwater conditions are changing and make informed decisions on how best to manage and replenish the groundwater resources. To improve the records of pumped groundwater, meters will be replaced on the private wells that are no longer working.

Data management, documentation, and reporting are also key elements. All water level and groundwater extraction data collected will be recorded on Field Data Sheets by EMWD field staff. The Field Data Sheets will be provided to the Watermaster Advisor ("Advisor") at the end of each calendar month and contain data collected during the preceding month (may be rounded to the nearest week). The field data shall be read from the Field Data Sheets and entered into EMWD's Data Entry Form by Watermaster consultants after performing various quality assurance/quality control ("QA/QC") checks on the data. The completed Data Entry Form shall be returned to EMWD for upload into EMWD's Regional Water Resources Database ("RWRD") after performing various quality assurance/quality control ("QA/QC") checks on the data. Watermaster consultants shall return the completed Data Entry Form (with the field data entered and checked) to EMWD staff within two (2) weeks of receipt of the Field Data Sheets and Data Entry Form. All data will be made accessible to the Watermaster. An annual report will summarize the monitoring activities and results of the analyses of the monitoring data, as well as provide other pertinent information regarding activities in the local groundwater management zones.

By undertaking an extensive data gathering effort, all parties involved in the Watermaster can be assured that operational yield estimates are based on the best available information. Continuation of the current monitoring effort will augment the database used in decisions made by the Watermaster and contribute to successful management of the groundwater management zones.

#### **TASK 1.0 – Groundwater Extraction Monitoring Program**

Groundwater extraction monitoring involves metering of wells producing 25 or more acre-feet of groundwater per year. In conjunction with groundwater level and water quality monitoring, accurate metering of groundwater extraction will allow for a better understanding of how groundwater conditions are changing and can be used by the Watermaster to quantify basin stresses.

The program participants must provide permission for meter installation and access to their wells. EMWD staff will work closely with the private well owners' representatives to acquire necessary permissions from the existing private well owners in the Management Plan area to install and maintain meters and to read the meters. All meter installation activities will be scheduled at the convenience of the well owner. Installed meters shall remain the property of EMWD as a representative of the Watermaster. Meters are to be

read monthly and EMWD will periodically schedule meter maintenance and calibration with the well owner. Such activities will be at the well owners' convenience and will not impact agricultural operations.

Well owners wishing to maintain their own meters may do so. Upon the request of the well owner, EMWD will consider providing maintenance and calibration of privately owned meters, contingent upon the needs of the program and the availability of funding.

When installation of a meter on a well is not physically possible, or when a well cannot be metered for other reasons, groundwater production from that well will be estimated using one or more of the following: acreage, crop type, number of animals in the case of dairies, or electricity usage. These estimates will be compared with metered groundwater usage at sites of similar size with similar usage as a QA/QC measure.

Extraction data from sixty (60) wells with meters installed by EMWD will be monitored monthly by EMWD under this Task Order.

Extraction data from forty-six (46) wells will be monitored monthly by other entities and reported to EMWD under this Task Order.

Extraction data for nineteen (19) wells will be estimated monthly by EMWD under this Task Order. For wells where access is not granted, groundwater recordation submittals are used to document the annual production.

All data collected will be entered by Watermaster consultants after performing various QA/QC checks on the data and forwarded to EMWD for various QA/QC checks and upload into EMWD's RWRD.

## **TASK 2.0 – Groundwater Level Monitoring Program**

Groundwater levels are to be measured twice a year, during the spring and fall, to capture the high and low groundwater levels and to determine seasonal effects on groundwater levels. The measurements will be taken prior to warm weather when groundwater production is low and following warm weather when groundwater production is high. General steps that are required for measuring groundwater levels are as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, and motor operations including farm equipment is conducted
- The status of the well pump, i.e., pumping or static, is confirmed. The well should have been in static mode (non-operational) for at least 24 hours, preferably 48 hours, prior to measuring the level
- The depth to groundwater is measured using an electric water level indicator
- The measured depth to groundwater is recorded with the status of the pump
- If the well pump is running and cannot be turned off, then no level is recorded, and collection of the level may be attempted at another time
- The recorded depth is compared with previous levels for data quality control

- A final site inspection is performed

Four Hundred and Twenty (420) groundwater levels will be measured by EMWD from two hundred and ten (210) wells semi-annually following the above protocol under this Task Order.

Four Hundred and Twenty (420) groundwater levels will be measured by other entities from thirty-five (35) wells monthly and reported to EMWD following the above protocol under this Task Order.

Selected static level data collected will be entered by Watermaster consultants after performing various QA/QC checks on the data and forwarded to EMWD for various QA/QC checks and upload into EMWD's RWRD.

**TASK 3.0 –Water Quality Monitoring Program**

Water quality samples are to be collected once a year from the groundwater management zones within the San Jacinto Basin, generally in the warmer months when the wells are operating. Constituents to be routinely monitored include total dissolved solids and nitrate as nitrogen as described in Table 1. A limited suite of analytes will be monitored at select locations based on the Water Quality Optimization results.

**Table 1: Constituents Tested in a Typical Water Quality Sample**

Type	Constituent:	Type	Constituent:
Cations	Calcium (Ca)	Metals	Boron (B)
	Magnesium (Mg)		Copper (Cu)
	Potassium (K)		Iron (Fe)
	Silica (SiO <sub>3</sub> )		Manganese (Mn)
	Sodium (Na)		Zinc (Zn)
	Hardness (Calculated from Ca/Mg)		
Anions	Chloride (Cl)	Alkalinity	Bicarbonate (HCO <sub>3</sub> )
	Fluoride (F)		Carbonate (CO <sub>3</sub> )
	Nitrate as Nitrogen (NO <sub>3</sub> -N)		Hydroxide (OH)
	Sulfate (SO <sub>4</sub> )		Total Alkalinity as Ca CO <sub>3</sub>
Nitrogen	Ammonia as Nitrogen (NH <sub>3</sub> -N)	Misc.	Electrical Conductance (EC)
	Nitrite as Nitrogen (NO <sub>2</sub> -N)		Temperature at Collection
			pH
			Total Dissolved Solids (TDS)

The procedures for taking water quality samples differ depending on whether the well has existing pumping equipment or not. The sampling procedure is lengthier and more complicated if the well does not have an existing pump.

**TASK 3.1 – Water Quality Sampling of Operating Wells**

When the well to be sampled has a pump and is operating, the sampling procedure will be as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, and motor operations including farm equipment is conducted
- The status of the well, i.e., pumping or static, is confirmed. If the well is not operating, it is turned on with the permission of the well owner
- The sampling port on the well is located, opened, and flushed or purged
- The water sample is taken using standard methods and proper protocol for the constituents to be sampled
- A final site inspection is conducted

Forty-eight (48) water quality samples will be taken by EMWD from wells with existing pumping equipment following the above protocol and analyzed by EMWD's Laboratory under this Task Order.

Eighteen (18) water quality samples will be taken by other entities from wells with existing pumping equipment following the above protocol and delivered to EMWD for analysis by EMWD's Laboratory under this Task Order.

All data collected will be entered after various QA/QC checks into EMWD's RWRD from the EMWD LIMS system.

### **TASK 3.2 – Water Quality Sampling of Non-operating Wells**

When the well does not have an existing pump, a mobile pump must be set in the well and the procedure is as follows:

- A site inspection for potential hazards including open drive shafts, automatic machinery, and motor operations including farm equipment is conducted
- The depth to groundwater in the well is measured to determine the pump setting depth
- The water volume in the casing is calculated to determine the length of time necessary to purge the well for a minimum of three full well volumes
- The pump is set using either continuous reel or column pipe and all electrical and discharge lines connected
- The well is purged a minimum of three well volumes
- The water sample is taken using standard methods and proper protocol for the constituents being sampled
- Electrical and discharge lines are disconnected and the pump is pulled
- The well is closed or sealed
- A final site inspection is conducted

Fourteen (14) water quality samples will be taken by EMWD from wells without existing pumping equipment following the above protocol and analyzed by EMWD's Laboratory under this Task Order.

All data collected will be entered after various QA/QC checks into EMWD's RWRD from the EMWD LIMS system.

#### **TASK 4.0 – Inactive Well Capping and Sealing Program**

The purpose of this program is to prevent groundwater contamination and eliminate hazards by capping and sealing inactive and/or unused wells. Open casings are especially vulnerable to contamination from surface flows or vandalism, such as the dumping of oil or other waste products. Large open casings, 16 to 18 inches in diameter, also present a hazard to small children and animals. It is not known how many open casings or unused wells exist in the area. To protect groundwater supplies, EMWD staff will use available monitoring program funds to cap and seal inactive wells or open casings at no charge to the well owner. Priority will be given to those wells that are potentially dangerous open holes to small children and animals, 16 to 18 inches in diameter, or those located in areas where flooding resulting from precipitation might carry manure, fertilizers, or other contaminants into the well. These wells may still be used for water level and, in some cases, water quality monitoring.

Ten (10) wells are estimated to be capped and sealed by EMWD under this Task Order.

#### **TASK 5.0 – Meter Installation, Repair, and Replacement**

The program participants must provide permission for meter installation and access to their wells. EMWD staff works closely with the private well owners' representatives to acquire necessary permissions from the existing private well owners in the Management Plan area to install and maintain the meters. All meter installation activities will be scheduled at the convenience of the well owner. Installed meters shall remain the property of EMWD as a representative of the Watermaster. The procedure for meter installation and replacement by EMWD will be as follows:

- Well owner's permission for meter installation is verified
- A preliminary site inspection is conducted to review piping and well configuration to determine equipment and supplies needed
- An installation design is prepared, and a meeting is held with the well owner for approval/acceptance of the design
- As much as possible, off-site fabrication is prepared to minimize inconvenience to the owner's operation of the well
- The installation is approved by the well owner and scheduled for a time that is convenient to the well owner
- The meter is installed, and all piping appurtenances are returned to normal operation
- A final site inspection is conducted

Five (5) meters are estimated to be replaced and five (5) meters are estimated to be recalibrated by EMWD under this Task Order.

#### **TASK 6.0 – Data Management, Documentation, and Reporting**

Combined with existing available data, new data generated by the Monitoring Program will be used by the Watermaster to analyze how conditions are changing in local

groundwater management zones. All data collected will be used in the 2022 Annual Report. The data may be used in the following ways:

- Trend analyses of the relationship between groundwater pumping, groundwater levels, and water quality
- Analysis of the volume of groundwater contained in local groundwater management zones and determination of the rate of natural recharge of these management zones
- Preparation of mathematical models of groundwater systems for use in analyzing management alternatives
- Development of accurate water consumption figures for agricultural land use
- Protection of private water rights through the documentation of individual groundwater use
- Quantification of replenishment requirements for the following year

#### **TASK 6.1 – 2022 Annual Report**

Data reporting by EMWD to the Watermaster will include the 2022 Annual Report documenting groundwater level and water quality trends, and groundwater extraction quantities for each groundwater management zone. The 2022 Annual Report will contain the results of regional analyses performed on data collected during calendar year 2022 and a summation of any issues noted. The 2022 Annual Report will serve as the report required by the Judgment.

#### **TASK 6.2 – Annual Well Owners' Reports**

EMWD shall prepare and distribute Annual Well Owners' Reports to all private well owners participating in the Monitoring Program. These Annual Well Owners' Reports will include copies of water quality analyses, groundwater level measurements, and groundwater extraction amounts for their wells. Recordation of groundwater extraction with the State is a fundamental means of protecting private groundwater rights and all well owners are encouraged to participate.

#### **TIME OF PERFORMANCE**

EMWD shall prepare and distribute one (1) electronic copy of the Draft 2022 Annual Report to the Advisor by February 13, 2023 for review and comment. The Advisor shall provide comments on the Draft 2022 Annual Report to EMWD by February 27, 2023. EMWD shall prepare and distribute ten (10) hard copies of the Draft 2022 Annual Report to the Watermaster Board and Technical Advisory Committee (TAC) that addresses comments received from the Advisor by March 6, 2023. The TAC shall provide comments on the Draft 2022 Annual Report to EMWD by March 12, 2023. EMWD shall prepare twenty (20) copies of the Final 2022 Annual Report that addresses comments received from the TAC and Advisor by March 27, 2022 for filing with the Department of Water Resources and the Court. Backup information and files for the Final 2022 Annual Report will also be provided to the Advisor as part of this Task Order.

**INVOICING**

The costs of this Task Order will be borne by the Administrative Assessments of the Watermaster. The annual cost of the Monitoring Program is estimated at Two Hundred and Twenty-Four Thousand and One Dollars (\$224,000) based on the Estimated Work Effort (Exhibit A) and Fee Schedule (Exhibit B). Payment for the work under this Task Order shall be based on Table 2 which shall not exceed without prior written authorization from Watermaster. Invoices should show expenditures for each one of the categories shown on Table 2.

**Table 2: Estimated Monitoring Program Costs**

<b>Category</b>	<b>Costs</b>
<b>1 – Groundwater Extraction Monitoring</b>	<b>\$ 46,828</b>
<b>2 – Groundwater Level Monitoring</b>	<b>\$ 35,298</b>
<b>3 – Water Quality Monitoring</b>	<b>\$ 49,883</b>
<b>4 – Inactive Well Capping and Sealing</b>	<b>\$ 21,850</b>
<b>5 – Meter Installation, Repair, and Replacement</b>	<b>\$ 43,975</b>
<b>6 – Data Management, Documentation, and Reporting</b>	<b>\$ 26,166</b>
<b>Total Monitoring Program Costs</b>	<b>\$224,000</b>

**TERMINATION**

Either Party may terminate this Task Order at any time by giving the other party thirty (30) days written notice. Upon termination, EMWD shall be paid for that portion of the work performed through termination of the Task Order.

**EFFECTIVE DATE**

This Task Order No. 15 is effective as of January 1, 2022.

IN WITNESS WHEREOF, duly authorized representatives of the Watermaster and of the EMWD have executed this Task Order No. 15 evidencing its issuance by Watermaster and acceptance by EMWD.




**HEMET-SAN JACINTO WATERMASTER**

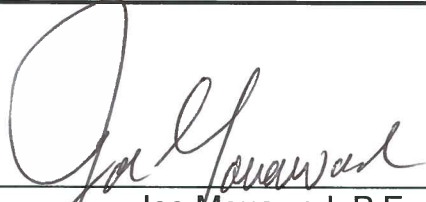
By:   
Linda Krupa  
Chairperson

ATTEST:   
By: Phil Paule  
Board Secretary-Treasurer

Approved as to Form:

By:   
Thomas Bunn  
General Counsel

**EASTERN MUNICIPAL WATER DISTRICT**

By:   
Joe Mouawad, P.E.  
General Manager

ATTEST:

Approved as to Form:

By:   
Sheila Zelaya  
Board Secretary

By:   
Steven O'Neil  
General Counsel

**EXHIBIT A**  
**EASTERN MUNICIPAL WATER DISTRICT/HEMET-SAN JACINTO WATERMASTER**  
**HEMET/SAN JACINTO GROUNDWATER MANAGEMENT PLAN AREA**  
**ESTIMATED 2022 WATER RESOURCES MONITORING PROGRAM COSTS**

Description	Cost	Unit	No.	Units	Sub-Totals
<b>1 - Groundwater Extraction Monitoring</b>					
1.1 Data Collection					
1.1.1 Private Well Meters (1 man, 3 days per month) (60 wells - monthly)	\$3,225.00	per month	12	months	\$38,700.00
1.1.2 Private Well Estimates (39 wells - semi-annually, 1 man, 2 days)	\$127.00	per hour	12	hours	\$1,524.00
1.2 Data Entry					
1.2.1 Private Well Meters (60 wells - monthly)	(1)				
1.2.2 Subagency Wells (42 wells - monthly)	(1)				
1.2.3 Private Well Estimates (39 wells - semi-annually)	\$127.00	per hour	12	hours	\$1,524.00
1.3 Data Review, QA/QC, and Variance Resolution	\$127.00	per hour	40	hours	\$5,080.00
<b>Annual Groundwater Extraction Monitoring Total Cost</b>					<b>\$46,828.00</b>
<b>2 - Groundwater Level Monitoring</b>					
2.1 Data Collection					
2.1.1 Private Wells (14 wells per day - semi-annually) (210 wells)	\$1,075.00	per day for 1 staff	30	days	\$32,250.00
2.2 Data Entry					
2.2.1 Private Wells (210 wells - semi-annually)	(1)				
2.2.2 Subagency Wells (35 wells - monthly)	(1)				
2.3 Data Review, QA/QC, and Variance Resolution	\$127.00	per hour	24	hours	\$3,048.00
<b>Annual Groundwater Level Monitoring Total Cost</b>					<b>\$35,298.00</b>
<b>3 - Water Quality Monitoring</b>					
3.1 Sample Collection					
3.1.1 Private Well Grab Samples (3 samples per day) (48 wells - annually)	\$1,075.00	per day for 1 staff	16	days	\$17,200.00
3.1.2 Private Well Mobile Pump Samples (2 samples per day) (14 wells - annually)	\$1,075.00	per day for 1 staff	7	days	\$7,525.00
3.2 Water Quality Laboratory Analysis					
3.2.1 Private Well Grab Samples	\$285.00	per sample	48	samples	\$13,680.00
3.2.2 Private Well Mobile Pump Samples	\$285.00	per sample	14	samples	\$3,990.00
3.3 Data Export from LIMS and Import to RWRD	\$138.67	per hour	30	hours	\$4,160.00
3.4 Data Review, QA/QC, and Variance Resolution	\$138.67	per hour	24	hours	\$3,328.00
<b>Annual Water Quality Monitoring Total Cost</b>					<b>\$49,883.00</b>
<b>4 - Inactive Well Capping and Sealing</b>					
4.1 Scheduling and Coordination of Installation (2 hours per well)	\$107.50	per hour	20	hours	\$2,150.00
4.2 Fabrication and Material	\$250.00	per well	10	wells	\$2,500.00
4.3 Installation (8 hours per well for 2 man)	\$1,720.00	per day for 2 staff	10	days	\$17,200.00
<b>Annual Inactive Well Capping and Sealing Total Cost</b>					<b>\$21,850.00</b>
<b>5 - Meter Installation, Repair, and Replacement</b>					
5.1 Schedule and Coordination of Installation (2 hours per well)	\$107.50	per hour	10	hours	\$1,075.00
5.2 Meter Replacement Cost (\$4,000 per meter)	\$4,000.00	per meter	5	meters	\$20,000.00
5.3 Fabrication and Material	\$500.00	per well	5	wells	\$2,500.00
5.4 Labor (8 hours per meter)	\$215.00	per hour for 2 staff	40	hours	\$8,600.00
5.5 Recalibrate and repair	\$1,500.00	per well	5	wells	\$7,500.00
5.6 Labor (4 hours per meter)	\$215.00	per hour for 2 staff	20	hours	\$4,300.00
<b>Annual Meter Repair and Replacement Total Cost</b>					<b>\$43,975.00</b>
<b>6 - Data Management, Documentation, and Reporting</b>					
6.1 Annual Report Data Compilation	\$138.67	per hour	40	hours	\$5,546.67
6.2 Annual Report Map and Graphic Generation	\$138.67	per hour	40	hours	\$5,546.67
6.3 Annual Report Preparation					
6.3.1 Prepare Draft Annual Report	\$198.00	per hour	40	hours	\$7,920.00
6.3.2 Address Review Comments from EMWD, TAC, and Watermaster Advisor	\$198.00	per hour	10	hours	\$1,980.00
6.3.3 Prepare Final Annual Report	\$198.00	per hour	10	hours	\$1,980.00
6.4 Annual Report Printing and Distribution (EMWD's XEROX Service)	\$12.00	0.08 per page * 150	35	reports	\$419.00
6.5 Annual Well Owners' Reports	\$138.67	per hour	20	hours	\$2,773.33
<b>Annual Data Management, Documentation, and Reporting Total Cost</b>					<b>\$26,166.00</b>
<b>Annual Monitoring Program Total Cost</b>					<b>\$224,000.00</b>

Position	Hourly Rate (2)
Director	\$228.00
Principal Engineering Geologist	\$187.00
Water Resources Planning Manager	\$179.00
Water Resources Specialist Associate II	\$127.00
GIS Analyst	\$110.00
Water Resources Technician III	\$115.00
Water Resources Technician II	\$100.00
Average Senior Staff	\$198.00
Average Technical Staff	\$138.67
Average Field Staff	\$107.50

- (1) Task to be performed by Watermaster Advisor Staff
- (2) Based on 2020 FEE SCHEDULE (EXHIBIT A)
- (3) 2022 Budget is estimated based on 2021 actual monitoring. Actual 2022 monitoring costs will depend on well accessibility, well use, and other factors.
- (4) H-SJ Watermaster will be invoiced for actual 2022 monitoring activities performed.

**EXHIBIT B  
EASTERN MUNICIPAL WATER DISTRICT  
FEE SCHEDULE**

(This fee schedule is subject to annual revisions due to labor adjustments.)

	<u>Hourly Rate</u>
<b>MANAGERIAL</b>	
Deputy General Manager (02002-DGM)	\$ 320.00
Assistant General Manager (02005-AGM)	305.00
Director (02042-232)	228.00
 <b>ENGINEERS/TECHNICAL</b>	
Principal Engineering Geologist (22035-228)	187.00
Water Resources Planning Manager (28007-227)	179.00
Senior Civil Engineer (22007-226)	170.00
Associate Civil Engineer 1 (22032-223)	147.00
Water Resources Specialist Associate II (28021-220)	127.00
Water Resources Technician III (28018-218)	115.00
Water Resources Technician II (28016-215)	100.00
 <b>FINANCIAL</b>	
Financial Manager (06000-223)	147.00
Financial Analyst III (18032-221)	133.00
Accountant III (06026-220)	127.00
Accountant II (06025-217)	110.00
Financial Analyst I (18020-215)	100.00
 <b>ADMINISTRATIVE</b>	
Executive Assistant (18005-212)	88.00
Administrative Assistant II (18006-209)	76.00
 <b>DIRECT EXPENSES</b>	
Direct Costs	at cost

Legend: Position Title (Job Code-Salary Range)  
 Hourly Rate = (Annual Salary[max range]) \* (1.82 fully burdened) / (1,700 hrs/yr)

## Appendix 10.6 Independent Auditor's Report

**HEMET-SAN JACINTO WATERMASTER**  
**FINANCIAL STATEMENTS AND**  
**OTHER INDEPENDENT AUDITORS' REPORT**  
**YEAR ENDED DECEMBER 31, 2022**



CPAs | CONSULTANTS | WEALTH ADVISORS

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**HEMET-SAN JACINTO WATERMASTER  
TABLE OF CONTENTS  
YEAR ENDED DECEMBER 31, 2022**

<b>INDEPENDENT AUDITORS' REPORT</b>	<b>1</b>
<b>BOARD OF DIRECTORS</b>	<b>4</b>
<b>MANAGEMENT'S DISCUSSION AND ANALYSIS</b>	<b>5</b>
<b>FINANCIAL STATEMENTS</b>	
<b>STATEMENT OF NET POSITION</b>	<b>11</b>
<b>STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION</b>	<b>12</b>
<b>STATEMENT OF CASH FLOWS</b>	<b>13</b>
<b>NOTES TO FINANCIAL STATEMENTS</b>	<b>14</b>
<b>OTHER INDEPENDENT AUDITORS' REPORT</b>	
<b>INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH <i>GOVERNMENT AUDITING STANDARDS</i></b>	<b>19</b>



## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Hemet-San Jacinto Watermaster  
Corona, California

### Report on the Audit of the Financial Statements

#### ***Opinion***

We have audited the accompanying financial statements of Hemet-San Jacinto Watermaster (the Watermaster) as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise Watermaster's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Watermaster as of December 31, 2022, and the changes in its financial position, and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Watermaster and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Watermaster's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Watermaster's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Watermaster's ability to continue as a going concern for a reasonable period of time.

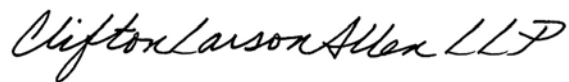
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated February 15, 2023, on our consideration of the Watermaster's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Watermaster's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Watermaster's internal control over financial reporting and compliance.



**CliftonLarsonAllen LLP**

Glendora, California  
February 15, 2023

**HEMET-SAN JACINTO WATERMASTER  
BOARD OF DIRECTORS  
DECEMBER 31, 2022**

Linda Krupa  
Steven Pastor  
Philip E. Paule  
Bruce Scott  
Brian Hawkins

Chair  
Vice Chair  
Secretary/Treasurer  
Member  
Member

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2022**

This discussion and analysis of Hemet-San Jacinto Watermaster's (the Watermaster) financial performance provides an overview of Watermaster's financial activities for the fiscal year ended December 31, 2022. Please read it in conjunction with Watermaster's audited financial statements, which immediately follow this section.

**Introduction and Background**

Watermaster was formed on April 18, 2013 in a judgement by the Riverside County Superior Court (case number 1207274). The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future safe yields to ensure long-term sustainability of the basins within the Management Plan Area. The participating municipal agencies are the Eastern Municipal Water District, the Lake Hemet Municipal Water District, and the cities of Hemet and San Jacinto. The stipulated judgement establishes and prioritizes water rights, provides a physical way to eliminate overdrafts, and protects the water rights of the Soboba Band of Luiseño Indians.

Watermaster, established by the Stipulated Judgment, is a board composed of one elected official and one alternate selected by each of the Public Agencies and one Private Pumper representative and one alternate selected by the participating Private Pumpers. The Stipulated Judgment also provides for a Technical Advisory Committee (TAC) composed of such managerial and technical representatives from the individual parties. Day-to-day activities are managed by the Advisor to Watermaster (Advisor). The Advisor is responsible for the administration and operation of the Management Plan Area under the provisions of the Stipulated Judgment and evaluates and analyzes data collected in the Management Plan Area, develops conclusions based thereon, and makes recommendations to the Watermaster Board. Watermaster retains independent legal counsel to provide legal advice as Watermaster may direct.

The powers and duties of Watermaster include making rules and regulations necessary for its own operation as well as for the implementation of the Water Management Plan (Plan) and the Stipulated Judgment; the Physical Solution; and, planning to accomplish the goals of the Stipulated Judgment; purchase of water for recharge; data collection; levying, billing and collection of all assessments provided for under the Stipulated Judgment; record keeping; and reporting to the Court.

On July 29, 2013, Watermaster agreed to assume the responsibility of paying the "Subsidy" set between the Four Agencies (EMWD, LHMWD, Cities of Hemet and San Jacinto) and two agricultural pumpers (The Scott Brothers Dairy and Rancho Casa Loma) using revenues from the Administrative Assessments. The Subsidy is the difference between EMWD's prevailing tertiary-treated recycle water rate and the price paid to EMWD by the two agricultural pumpers. The annual Subsidy payments made to EMWD are reflected on the Watermaster Budget as the In-lieu Program Agreement line item.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2022**

### **Financial Highlights**

- Total assets decreased as of December 31, 2022 by \$7,134 compared to 2021 and consisted of cash and cash equivalents and accounts receivable.
- Total liabilities increased as of December 31, 2022 by \$14,467 compared to 2021 and consisted of accounts payable and accrued liabilities.
- Watermaster ended the year with a net position of \$1,260,362, a decrease from 2021 of \$21,601.
- Current year assessments were \$630,834 compared to \$723,420 in the prior year.
- Operating expenses were \$494,528 compared to \$517,683 in the prior year.
- Nonoperating expenses were \$157,907 compared to \$139,090 in the prior year.
- For the year ended December 31, 2022, Watermaster recorded a decrease in net position of \$21,601 compared to an increase in net position of \$66,647 for the year ended December 31, 2021.

### **Financial Management and Control**

Watermaster is responsible for establishing and maintaining an internal control structure designed to ensure that assets are protected from loss, theft or misuse and to ensure that adequate accounting data are compiled to allow for preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP).

CliftonLarsonAllen LLP, Certified Public Accountants, performs an independent audit of the financial statements in accordance with auditing standards generally accepted in the United States of America (GAAS).

### **Basic Financial Statements**

Financial statements are prepared in conformity with US GAAP and include amounts based upon reliable estimates and judgments. The financial statements include the Statement of Net Position; Statement of Revenues, Expenses and Change in Net Position; and the Statement of Cash Flows. The statements are accompanied by footnotes to clarify unique accounting policies and other financial information and required supplementary information. The assets, liabilities, revenues, and expenses are reported on a full-accrual basis.

The **Statement of Net Position** presents information on all assets and liabilities, with the difference between the two representing net position. Assets and Liabilities are classified as current or noncurrent although as of December 31, 2022 all assets and liabilities are current. Changes within the year in total net position as presented on the Statement of Net Position are based on the activity presented on the Statement of Revenues, Expenses, and Change in Net Position.

The **Statement of Revenues, Expenses, and Change in Net Position** presents information showing total revenues versus total expenses and how net position changed during the fiscal year. All revenues earned and expenses incurred during the year are required to be classified as either "operating" or "nonoperating." For the current year, all expenses incurred are considered to be operating. All revenues

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2022**

and expenses are recognized as soon as the underlying event occurs, regardless of timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in the disbursement or collection of cash during future fiscal years (e.g., the expense associated with changes in claim liability involving cash transactions beyond the date of the financial statements).

The **Statement of Cash Flows** presents the changes in cash and cash equivalents during the fiscal year. This statement is prepared using the direct method of cash flow. The statement breaks the sources and uses of cash and cash equivalents into three categories:

- Operating activities
- Investing activities
- Financing activities

The routine activities appear in the operating activities, while receipts from investments comprise the investing activities. Watermaster does not have any sources and uses of cash and cash equivalents that are categorized as financing activities as of December 31, 2022.

The **Notes to the Financial Statements** provide additional information that is essential to a full understanding of the data provided in the financial statements. The notes describe the nature of operations and significant accounting policies as well as clarify unique financial information.

**Condensed Financial Statements**

**Condensed Statements of Net Position**

	Balance as of		Increase/ (Decrease)
	December 31, 2022	December 31, 2021	
<b>TOTAL ASSETS</b>	\$ 1,680,108	\$ 1,687,242	\$ (7,134)
<b>TOTAL LIABILITIES</b>	\$ 419,746	\$ 405,279	\$ 14,467
<b>TOTAL NET POSITION</b>	\$ 1,260,362	\$ 1,281,963	\$ (21,601)

Total assets decreased by \$7,134 primarily due to an increase cash that was offset by a decrease in accounts receivable. Total liabilities increase \$54,113, primarily due to an increase in accrued liabilities that was offset by a decrease in accounts payable.

Net position may serve over time as a useful indicator of a government's financial position. In the case of Watermaster, assets of Watermaster exceeded liabilities by \$1,220,716 for the year ended December 31, 2022, reflecting a decrease in net position of \$61,247 compared to 2021.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2022**

**Condensed Statements of Revenues, Expenses, and Changes in Net Position**

	Year Ended December 31,		Increase/ (Decrease)
	2022	2021	
<b>OPERATING REVENUES</b>	\$ 630,834	\$ 723,420	\$ (92,586)
<b>OPERATING EXPENSES</b>	494,528	517,683	(23,155)
<b>NONOPERATING EXPENSES</b>	<u>157,907</u>	<u>139,090</u>	<u>18,817</u>
<b>CHANGE IN NET POSITION</b>	(21,601)	66,647	(88,248)
Net Position - Beginning of Year	<u>1,281,963</u>	<u>1,215,316</u>	<u>66,647</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 1,260,362</u></u>	<u><u>\$ 1,281,963</u></u>	<u><u>\$ (21,601)</u></u>

As of December 31, 2022, Watermaster's total operating expenses exceeded its total revenue, resulting in a decrease in net position of \$21,601. Overall, expenses related to the Groundwater Monitoring Programs decreased due to reduction in the quantity of groundwater that was subject to assessment in 2022.

*Operating Revenues*

Operating revenues for Watermaster come from municipal agencies based on an administrative assessment. Each municipal agency contributes a \$35 per acre-foot charge levied for each acre-foot of adjusted Base Production Rights pumped.

*Nonoperating Revenues*

Nonoperating revenues consist of interest earned on cash and cash equivalents held by a financial institution.

*Operating Expenses*

Operating expenses consist of costs incurred in connection with the monitoring and advisory services incurred in the operations of Watermaster as well as other related studies. In addition, Watermaster incurs general administrative, professional, and legal services related to the ongoing activities of Watermaster which are not part of the advisory services.

**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2022**

*Nonoperating Revenues/Expenses*

Nonoperating revenues/expenses consist of interest income and costs incurred in connection with the in-lieu agreement.

**Budgetary Highlights**

The Board of Directors approves the budget and establishes the administrative assessment. The preliminary budget is brought to the August board meeting. Any subsequent changes in assumptions or projections are incorporated in the final budget and presented to the Board of Directors at the November meeting.

The following summary shows the comparative information and variance of budget versus actual revenues and expenses.

	Approved Budget	Actual	Favorable/ (Unfavorable)
<b>OPERATING REVENUES</b>			
Assessments	\$ 645,140	\$ 630,834	\$ (14,306)
<b>OPERATING EXPENSES</b>			
Groundwater Monitoring	224,000	224,000	-
Advisor	190,000	195,003	(5,003)
Dewatering	33,100	-	33,100
Database/Mapping	5,250	3,000	2,250
Evaluate Revised Safe Yield Estimate	25,000	25,000	-
Legal Services	12,000	17,340	(5,340)
Financial Support Services	9,000	10,590	(1,590)
Administrative Support	12,000	7,772	4,228
Insurance, Supplies, and Other	12,000	11,823	177
Total Operating Expenses	<u>522,350</u>	<u>494,528</u>	<u>27,822</u>
<b>NONOPERATING EXPENSES</b>			
In-Lieu Agreement	198,500	158,854	39,646
Interest	-	(947)	
Total Nonoperating Expenses	<u>198,500</u>	<u>157,907</u>	<u>39,646</u>
<b>TOTAL EXPENSES</b>	<u>720,850</u>	<u>652,435</u>	<u>68,415</u>
<b>CHANGE IN NET POSITION</b>	(75,710)	(21,601)	54,109
Net Position - Beginning of Year	<u>1,281,963</u>	<u>1,281,963</u>	<u>-</u>
<b>NET POSITION - END OF YEAR</b>	<u>\$ 1,206,253</u>	<u>\$ 1,260,362</u>	<u>\$ 54,109</u>



**HEMET-SAN JACINTO WATERMASTER  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
DECEMBER 31, 2022**

**Description of Facts or Conditions that are expected to have a Significant Effect on Financial Position or Results of Operations**

Management is unaware of any facts or conditions which could have a significant impact on Watermaster's current financial position or foreseeable operating results. Watermaster is currently recording operating expenses in excess of assessment revenues and is utilizing reserve funds to meet its obligations. In addition, Watermaster will continue to evaluate the feasibility of various monitoring and program studies in order to commit resources in line with assessment revenue.

**Contacting Watermaster Financial Management**

The financial report contained herein is designed to provide a general overview of the finances, activities, and operations of Watermaster. To obtain additional information, please feel free to contact the Hemet-San Jacinto Watermaster Advisor at 714-794-5520.

**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF NET POSITION  
DECEMBER 31, 2022**

**ASSETS**

Cash and Cash Equivalents	\$ 1,469,769
Accounts Receivable	<u>210,339</u>
Total Assets	<u><u>\$ 1,680,108</u></u>

**LIABILITIES AND NET POSITION**

**LIABILITIES**

Accounts Payable	\$ 15,051
Accrued Liabilities	245,841
In-Lieu Agreement	<u>158,854</u>
Total Liabilities	419,746

**NET POSITION**

Unrestricted	<u>1,260,362</u>
Total Net Position	<u><u>1,260,362</u></u>
Total Liabilities and Net Position	<u><u>\$ 1,680,108</u></u>

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
YEAR ENDED DECEMBER 31, 2022**

<b>OPERATING REVENUES</b>	
Assessments	\$ 630,834
<b>OPERATING EXPENSES</b>	
Groundwater Monitoring	224,000
Advisor	195,003
Revised Safe Yield	25,000
Database/Mapping	3,000
Legal Services	17,340
Financial Support Services	10,590
Administrative Support	7,772
Insurance, Supplies, and Other	11,823
Total Operating Expenses	<u>494,528</u>
<b>OPERATING INCOME</b>	136,306
<b>NONOPERATING REVENUES (EXPENSES)</b>	
In-Lieu Agreement	(158,854)
Interest Income	947
Total Nonoperating Expenses	<u>(157,907)</u>
<b>CHANGE IN NET POSITION</b>	(21,601)
Net Position - Beginning of Year	<u>1,281,963</u>
<b>NET POSITION - END OF YEAR</b>	<u><u>\$ 1,260,362</u></u>

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
STATEMENT OF CASH FLOWS  
YEAR ENDED DECEMBER 31, 2022**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Receipts from Customers	\$ 659,865
Payments to Suppliers and Vendors	(498,837)
Net Cash Provided by Operating Activities	161,028

**CASH FLOWS FROM INVESTING ACTIVITIES**

In-Lieu	(140,078)
Interest	947
Net Cash Used by Investing Activities	(139,131)

**NET INCREASE IN CASH AND CASH EQUIVALENTS**

21,897

Cash and Cash Equivalents - Beginning of Year

1,447,872

**CASH AND CASH EQUIVALENTS - END OF YEAR**

\$ 1,469,769

**RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES**

Operating Income	\$ 136,306
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:	
Changes in Operating Assets and Liabilities:	
Accounts Receivable	29,031
Accounts Payable	(8,078)
Accrued Expenses	3,769
Net Cash Provided by Operating Activities	\$ 161,028

See accompanying Notes to Financial Statements.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Operations**

Hemet-San Jacinto Watermaster (the Watermaster) was formed on April 18, 2013 in a judgment by the Riverside County Superior Court (case number 1207274). The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future same yields to ensure long-term sustainability of the basins within the Management Plan Area. The participating municipal agencies are the Eastern Municipal Water District, the Lake Hemet Municipal Water District, and the cities of Hemet and San Jacinto. The Stipulated Judgment establishes and prioritizes water rights, provides a physical way to eliminate overdrafts, and protects the water rights of the Soboba Band of Luiseño Indians.

On July 29, 2013, Watermaster agreed to assume the responsibility of paying the "Subsidy" set between the Four Agencies (EMWD, LHMWD, Cities of Hemet, and San Jacinto) and two agricultural pumpers (The Scott Brothers Dairy and Rancho Casa Loma) using revenues from the Administrative Assessments. The Subsidy is the difference between EMWD's prevailing tertiary-treated recycle water rate and the price paid to EMWD by the two agricultural pumpers. The annual Subsidy payments made to EMWD are reflected on the Watermaster Budget as the In-lieu Program Agreement line item.

**Basis of Accounting and Measurement Focus**

Watermaster reports its activities as an enterprise fund, which is used to account for operations that are financed and operated in a manner similar to a private business enterprise. Revenues and expenses are recognized on the full accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned, and expenses are recognized in the period incurred, regardless of when the related cash flows take place.

Operating revenues and expenses, such as Watermaster assessments, result from exchange transactions associated with the principal activity of the agency. Exchange transactions are those in which each party receives and gives up essentially equal values. The principal operating revenues of Watermaster are regulatory assessments to participating municipal water right holders.

**Fund Accounting**

The accounts of Watermaster are organized on the basis of an enterprise fund, the operations of which are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, net position, revenues, and expenses. Watermaster's resources are allocated to and accounted for based upon the purpose for which they are spent and the means by which spending activities are controlled.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Fund Accounting (Continued)**

Net position is categorized as follows:

***Net Investment in Capital Assets*** – This category groups all capital assets into one component of net position. Accumulated depreciation and the outstanding balances of debt that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category. By order of the Stipulated Judgment, Watermaster may not invest in any infrastructure. As of December 31, 2022, Watermaster did not have any net investment in capital assets.

***Restricted Net Position*** – This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation. As of December 31, 2022, Watermaster did not have any restricted net position.

***Unrestricted Net Position*** – This category represents net position of Watermaster, not restricted for any project or other purpose.

Watermaster considers restricted amounts to have first been spent when an expense is incurred for purposes for which both restricted and unrestricted net position are available.

**Cash and Cash Equivalents**

Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash and cash equivalents at December 31, 2022 consisted of cash deposited with a financial institution.

**Accounts Receivable**

Watermaster considers accounts receivable to be fully collectible. Receivables are assessments due from participating municipal agencies.

**Classification of Revenues**

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as nonoperating revenues.

Operating revenues for Watermaster consist of administrative assessment fees from municipal agencies. Each municipal agency currently contributes \$35 per acre-foot charge levied for each acre-foot of adjusted Base Production Rights pumped.

Nonoperating revenues for Watermaster consist of interest earned. Operating expenses are those expenses that are essential to the primary operations of the fund. Nonoperating expenses relate to accrued expenses for In-Lieu program described in more detail in Note 3.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE 2 CASH AND INVESTMENTS**

On December 31, 2022, Watermaster had cash held in deposit accounts in a financial institution of \$1,496,446. Cash and investments are presented in the accompanying basic financial statements as cash and cash equivalents of \$1,469,769.

**Investments Authorized by the California Government Code and Watermaster's Investment Policy**

The table shown herein identifies the investment types that are authorized by Watermaster in accordance with the California Government Code (the Code). The table also identifies certain provisions of the Code that address interest rate, credit risk and concentration of credit risk.

<u>Authorized Maximum Investment Type</u>	<u>Maximum Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
U.S. Treasury Obligations	5 Years	None	None
U.S. Agency Securities	5 Years	None	None
Negotiable Certificates of Deposit	5 Years	30%	\$ 250,000
California Local Agency Investments Fund (LAIF)	N/A	None	None

**Investment Valuation**

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that the Governmental Accounting Standards Board requires or permits in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. As of December 31, 2022, Watermaster had no investments subject to fair value measurements under the fair value hierarchy as described above.

**Custodial Credit Risk**

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The Code, and Watermaster's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits.

**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022**

**NOTE 2 CASH AND INVESTMENTS (CONTINUED)**

**Custodial Credit Risk (Continued)**

The Code requires that a financial institution secure deposit made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the government unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. Of the bank balances, up to \$250,000 as of December 31, 2022 is federally insured and the remaining balance is collateralized in accordance with the Code; however, the collateralized securities are not held in Watermaster's name. As of December 31, 2022, Watermaster was fully compliant with the Code and its internal investment policy.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-leader) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Code and Watermaster's investment policy contain legal and policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as the Local Agency Investment Fund).

**Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that Watermaster may manage its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio matures or comes close to maturity evenly over time as necessary to provide cash flow requirements and liquidity needed for operations.

**Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

**Concentration of Credit Risk**

The investment policy of Watermaster contains limitations on the amount that can be invested in any one issuer beyond that stipulated by the Code. There are no investments in any one issuer that represent 5% or more of total Watermaster's investments.



**HEMET-SAN JACINTO WATERMASTER  
NOTES TO FINANCIAL STATEMENTS  
DECEMBER 31, 2022**

**NOTE 3 TRANSACTIONS WITH RELATED PARTY**

The function of Watermaster is to monitor groundwater production, levy replenishment assessments, monitor water transfers, and establish future same yields to ensure long-term sustainability of the basins within the Management Plan Area. One of the participating municipal agencies is the Eastern Municipal Water District (EMWD). In July 2013, Watermaster entered into an agreement with EMWD wherein EMWD agreed to provide services including administrative, financial, and technical support services (the Support Services Agreement). Prior to the establishment of Watermaster through the Stipulated Judgment entered on April 18, 2013, EMWD had previously entered into agreements with municipal groundwater producers currently parties to the Stipulated Judgment to provide groundwater and surface water monitoring in the Hemet-San Jacinto Management Plan Area for the years 2004 through 2013.

The Support Services Agreement provides that support services requested by Watermaster shall be set forth in Task Orders and that compensation for the Task Orders shall be based on a Rate Schedule provided by EMWD setting forth the time and material rates and charges then in effect for services provided by EMWD and/or subcontractors. The Agreement terminates on December 31, 2023.

Watermaster may utilize other providers for the services currently provided by EMWD. During the year ended December 31, 2022, Watermaster had accrued expenses of \$158,584 for In-Lieu program and \$224,000 for Groundwater Monitoring services from EMWD. The liability to EMWD is included in accrued expenses reported in the financial statements.



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors  
Hemet-San Jacinto Watermaster  
Corona, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Hemet-San Jacinto Watermaster (the Watermaster), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise Watermaster's basic financial statements, and have issued our report thereon dated February 15, 2023.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Watermaster's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Watermaster's internal control. Accordingly, we do not express an opinion on the effectiveness of Watermaster's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Watermaster's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



### **CliftonLarsonAllen LLP**

Glendora, California  
February 15, 2023



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**Appendix 10.7 Canyon Operating Plan**

# TECHNICAL MEMORANDUM

## Water Resources & Facilities Planning Department



**DATE:** June 30, 2022

**PREPARED FOR:** Canyon Operating Plan Participants

**PREPARED BY:** Eastern Municipal Water District

**SUBJECT:** Canyon Operating Plan – 2022 Annual Report Final

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### EXECUTIVE SUMMARY

The Canyon Operating Plan (Plan) [2015] was created by a collaborative effort between the Eastern Municipal Water District (EMWD), the Lake Hemet Municipal Water District (LHMWD), and the Soboba Band of Luiseño Indians (Soboba Tribe) as part of the 2009 Memorandum of Understanding (2009 MOU) executed by the Canyon Plan Participants. The Plan recognizes that the Tribe has an annual groundwater production right of at least 3,000 acre-feet (AF) in the Canyon Subbasin per the Soboba Settlement Agreement (2008). The Soboba Settlement Agreement recognizes that the Soboba Tribe has the prior and paramount right, superior to all others, to pump 9,000 acre-feet per year (AFY) from the San Jacinto Basin and of this amount, at least 3,000 acre-feet (AF) from the Canyon Sub-Basin. In accordance with the requirements, a memorandum of understanding (MOU) was established between EMWD, LHMWD, and the Soboba Tribe to develop the Canyon Operating Plan to meet the following goals:

- Guide and support responsible and sustainable water management
- Facilitate beneficial use of the basin and avoid shortages
- Document and analyze historical trends
- Provide trigger points and potential responses to low water levels in the basin
- Provide safe yield and storage curves
- Create a forum for open exchange of data between participants

The objective of the Plan is to manage the Canyon Sub-Basin to ensure that the Tribe can meet their annual water supply demands (of at least 3,000 AFY) from their wells.

Central to the Plan are pre-set trigger points that prompt restrictions on net groundwater pumping by EMWD and LHMWD based on the results of annual monitoring by the three entities. Annual monitoring is conducted at key wells within the Canyon Sub-Basin and represent one key well owned and operated by each of the three entities. The annual monitoring results determine the current status of the Canyon Sub-Basin. The status provides a general indicator of the overall health of the Canyon Sub-Basin from Unrestrictive (excellent storage conditions) to Critical (very low levels) and is used to determine the amount of groundwater pumping that will be allowed by EMWD and LHMWD.

The result of the April 2022 monitoring indicates that the Canyon Sub-Basin is in the “Proactive” stage, which allows EMWD and LHMWD to pump 6,786 AF of groundwater. Additional pumping by EMWD and/or LHMWD can be permitted if recharge in the Canyon Sub-Basin is performed. During calendar year 2022, recharge water has not been available and is not

anticipated to be available for the remainder of the year. As a result, additional recharge is not expected in the Canyon Sub-Basin. The Proactive condition of the Canyon Sub-Basin is summarized in Appendix 1. The production amounts assumed for 2022 and the quantity of proposed imported water recharged for the Canyon Sub-Basin are shown in Table ES-1. Table ES-1 indicates that an estimated net production from the Canyon Sub-Basin is about 7,565 AF. Given the current conditions and the projected net production, the Canyon Sub-Basin is projected to decline to a Responsive stage for projected Fall 2022 conditions. Continued monitoring of water levels in the Canyon Sub-basin this year is recommended to continue monitoring the health of the Canyon Sub-Basin. Monitoring of water levels in the Canyon Sub-Basin should continue to be a priority to quantify the response of the wells to annual hydrologic conditions.

**Table ES-1: 2022 Canyon Sub-Basin Pumping and Recharge Projections by Entity**

Entity	2022 Planned Groundwater Production (AF)	2022 Proposed Imported Water Recharge (AF)	2022 Net Proposed Pumping (AF)
EMWD	1,500.00	-	<b>1,500.00</b>
LHMWD	3,500.00	-	<b>3,500.00</b>
Private (est.)	1,065.00	-	<b>1,065.00</b>
Soboba Tribe	1,500.00	-	<b>1,500.00</b>
<b>Total</b>	<b>7,565.00</b>	<b>0.00</b>	<b>7,565.00</b>

## INTRODUCTION

The Plan was jointly developed through a collaborative effort between the Participants (EMWD, LHMWD, and the Soboba Tribe) as agreed upon in a 2009 MOU (copy of 2009 MOU is provided in Appendix A of the Canyon Operating Plan, 2015). Under the Soboba Settlement Agreement, the Soboba Tribe has an annual groundwater production right of at least 3,000 AF in the Canyon Sub-Basin. If groundwater conditions in the Canyon Sub-Basin decline such that pumping from the Soboba Tribe's wells in the Canyon Sub-Basin is insufficient to meet their demands (up to 3,000 AFY), EMWD and LHMWD are obligated to supply the Soboba Tribe with supplemental water. The quantity of supplemental water is up to their annual production right in the Canyon Sub-Basin less any amount actually pumped from the Canyon Sub-Basin.

The goal of the Plan is to provide for the management of the Canyon Sub-Basin in such a manner as to minimize water shortages. This goal is achieved through annual monitoring of the Canyon Sub-Basin and evaluation of the encountered conditions against various pre-set trigger points that may prompt restrictions on net pumping by EMWD and LHMWD.

The Canyon Operating Plan 2022 Annual Report (Annual Report) was prepared by EMWD as the “reporting entity” under Section 6.4.2.3 of the Canyon Operating Plan. Additional data was collected and reviewed from the other participating agencies in the Plan (i.e., LHMWD and the Soboba Tribe). This is the eighth annual report to document the activities under the Plan and generally covers events occurring in calendar year 2022. As outlined in Section 6.4.2.3 of the Plan, this report includes the following sections:

- Summary of activities for the previous seven years (2015-2021) and current year (2022)
- Soboba groundwater supply status, including:
  - Groundwater elevation data
  - Groundwater production data
  - Well status
- Canyon Sub-Basin groundwater conditions
  - Groundwater production by entity
  - Artificial recharge
  - Key Well groundwater elevations
  - Estimated Planning Storage
  - Trigger status
  - Trigger actions (and recommendations)

Actions and recommendations from this report will generally be in effect from May 2022 through December of 2022. A subsequent annual report will be prepared for the following year.

## SUMMARY OF PLAN ACTIVITIES

### 2015

In February 2015, the final Plan was completed and presented by RMC for implementation by the Participants. Key well monitoring as prescribed in the Plan was completed and the information distributed to EMWD, the designated reporting entity, during the first week of April. The data was distributed to the Participants on April 9, 2015 via email consistent with the Plan protocols. The data and subsequent analyses are documented in this report. The participants recognize the need to conserve groundwater in the Canyon Sub-Basin and therefore have implanted the following steps:

Planned recharge activities in the Canyon Sub-Basin during 2015 as discussed during the April 22, 2015 meeting of the Participants:

- MWD has indicated that they do not have State Water Project water available for recharge at least until September
- EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November through June)

Production related changes/activities in the Canyon Sub-Basin during 2015 as discussed during the April 22, 2015 meeting of the Participants:

- State-mandated water conservation may curtail demands on the Canyon Sub-Basin groundwater
- Due to low water levels in the Canyon Sub-Basin, EMWD suspended pumping activities beginning in 2014
- LHMWD has pumped a small amount from the Basin early in the year then suspended pumping activities in early 2015



- LHMWD has undergone several construction projects to increase its capacity to purchase and convey imported water. If needed, LHMWD will pump from the Canyon Sub-Basin in the summer months to meet its demands and recharge an equal or greater volume of water when available from MWD to meet the “no net pumping” provision
- In the event LHMWD determines it needs to pump from the Canyon Sub-Basin in 2015, a meeting will be scheduled to discuss and coordinate options to optimize production consistent with Section 6.3.3.5 of the Plan

## 2016

Key well monitoring as prescribed in the Plan was completed on Friday, April 1, 2016 and the information distributed to EMWD. The data was then distributed to the Participants.

The Participants recognize the need to conserve groundwater in the Canyon Sub-Basin and discussed the following topics at the April 20, 2016 meeting of the Participants:

- Continued “Critical” status of the Canyon Sub-Basin and no net pumping for EMWD and LHMWD
- Implementation of current year vs. previous year comparison in Annual Report
- Planned pumping from the Canyon Sub-Basin in 2016
  - Discussed status of the Tribe’s wells and their ability to pump projected demands of 1,100 AF from the Canyon Sub-Basin in 2016
  - EMWD plans to pump 1,000 AF of production from the Canyon Sub-Basin in 2016
  - LHMWD plans to pump 2,000 AF of production from the Canyon Sub-Basin in 2016
- Recharge activities in the Canyon Sub-Basin in 2016
  - MWD indicated that State Water Project water is available for recharge. MWD has also indicated delivery of 7,500 AF for 2016 and also deliver additional water in 2016 to reduce the current 11,000 AF delivery obligation
  - EMWD and LHMWD intend to recharge 3,500 AF of imported water at the Grant Avenue ponds to offset pumping
  - EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November through June)
- Key well monitoring, as prescribed in the Plan, should be conducted the first week of November each year

## 2017

Key well monitoring as prescribed in the Plan was completed on Tuesday, April 4, 2017 and the information distributed to EMWD. The data was distributed to the Participants.

The Participants recognize the need to conserve groundwater in the Canyon Sub-Basin and discussed the following topics at the May 2, 2017 meeting of the Participants:

- New “Near-Critical” status of the Canyon Sub-Basin and limited net pumping for EMWD and LHMWD
- Planned pumping from the Canyon Sub-Basin in 2017
  - Discussed status of the Tribe’s wells and their ability to pump projected demands of 1,200 AF from the Canyon Sub-Basin in 2017
  - EMWD plans to pump 2,000 AF of production from the Canyon Sub-Basin in 2017

- LHMWD plans to pump 2,500 AF of production from the Canyon Sub-Basin in 2017
- Recharge activities in the Canyon Sub-Basin in 2017
  - MWD indicated that State Water Project water is available for recharge. MWD has also indicated deliver of 7,500 AF for 2017 and deliver additional water in 2017 to reduce the current 6,050 AF delivery obligation
  - EMWD and LHMWD intend to recharge 5,200 AF of imported water at the Grant Avenue ponds to offset pumping
  - EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November through June)
- Key well monitoring, as prescribed in the Plan, should be conducted the first week of November each year

### 2018

Key well level monitoring as prescribed in the Plan was completed on Tuesday, April 3, 2018 and the information was provided to EMWD. The data was distributed to the Participants.

The Participants recognize the need to conserve groundwater in the Canyon Sub-Basin and discussed the following topics at the August 2, 2018 meeting of the Participants:

- New “Responsive” status of the Canyon Sub-Basin and limited net pumping for EMWD and LHMWD
- Planned pumping from the Canyon Sub-Basin in 2018
  - Discussed status of the Tribe’s wells and their ability to pump projected demands of 1,300 AF from the Canyon Sub-Basin in 2018
  - EMWD plans to pump 1,600 AF of production from the Canyon Sub-Basin in 2018
  - LHMWD plans to pump 2,800 AF of production from the Canyon Sub-Basin in 2018
- Recharge activities in the Canyon Sub-Basin in 2018
  - MWD stopped Soboba Settlement deliveries on March 14, 2018
  - EMWD and LHMWD recharged approximately 1,200 AF of imported water into the Canyon Sub-basin at the Grant Avenue ponds. This recharge value could be the final recharge total for the year at the Grant Avenue Ponds
  - EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November through June)
- Key well monitoring, as prescribed in the Plan, was performed on Thursday, November 1, 2018. As a result of managing groundwater extraction within the Canyon Sub-Basin, the Canyon Sub-Basin continued in a responsive status through Fall 2018.

### 2019

Key well level monitoring as prescribed in the Plan was completed on Tuesday, April 2, 2019 and the information was provided to EMWD. The data was distributed to the Participants and the resulting analysis is documented in this report.

The Participants recognize the need to conserve groundwater in the Canyon Sub-Basin and discussed the following topics at the April 30, 2019 meeting of the Participants:

- The “Responsive” status of the Canyon Sub-Basin and limited net pumping for EMWD and LHMWD

- Planned pumping from the Canyon Sub-Basin in 2019
  - Discussed status of the Tribe’s wells and their ability to pump projected demands of 1,400 AF from the Canyon Sub-Basin in 2019
  - EMWD plans to pump 2,000 AF of production from the Canyon Sub-Basin in 2019
  - LHMWD plans to pump 2,800 AF of production from the Canyon Sub-Basin in 2019
- Recharge activities in the Canyon Sub-Basin in 2019
  - EMWD and LHMWD intend to recharge 3,000 AF of imported State Water Project water at the Grant Avenue ponds to offset pumping
  - EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November through June)
- Key well monitoring, as prescribed in the Plan, was performed on Friday, November 1, 2019. As a result of managing groundwater extraction and maximizing groundwater recharge within the Canyon Sub-Basin, the Canyon Sub-Basin improved to a proactive status through Fall 2019.

## 2020

Key well level monitoring as prescribed in the Plan was completed on Wednesday, April 1, 2020 and the information was provided to EMWD. The data was distributed to the Participants and the resulting analysis is documented in this report.

The Participants recognize the need to conserve groundwater in the Canyon Sub-Basin and discussed the following topics at the April 30, 2020 meeting of the Participants:

- The “Proactive” status of the Canyon Sub-Basin and the net available pumping for EMWD and LHMWD
- Planned pumping from the Canyon Sub-Basin in 2020
  - Discussed status of the Tribe’s wells and their ability to pump projected demands of 1,400 AF from the Canyon Sub-Basin in 2020
  - EMWD plans to pump 2,000 AF of production from the Canyon Sub-Basin in 2020
  - LHMWD plans to pump 3,600 AF of production from the Canyon Sub-Basin in 2020
- Recharge activities in the Canyon Sub-Basin in 2020
  - EMWD and LHMWD recharged 2,016 AF of imported State Water Project water at the Grant Avenue ponds to offset pumping from January 1, 2020 through March 31, 2020.
  - EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November 2019 through June 2020)
- Key well monitoring, as prescribed in the Plan, was performed on Tuesday, November 3, 2020. As a result of managing groundwater extraction and maximizing groundwater recharge within the Canyon Sub-Basin, the Canyon Sub-Basin remained in a Proactive status through Fall 2020.
- Five-year review of the Canyon Operating Plan
  - Participants agreed that there is no need to update the Canyon Operating Plan and a five-year review of the Plan will be performed in 2025

## 2021

Key well level monitoring, as prescribed in the Plan, was completed on Thursday, April 1, 2021 and the information was provided to EMWD. The data was distributed to the Participants and the resulting analysis is documented in this report.

The Participants recognize the need to conserve groundwater in the Canyon Sub-Basin and discussed the following topics at the May 5, 2021 meeting of the Participants:

- The “Proactive” status of the Canyon Sub-Basin and the net available pumping for EMWD and LHMWD
- Planned pumping from the Canyon Sub-Basin in 2021
  - Discussed status of the Tribe’s wells and their ability to pump projected demands of 1,500 AF from the Canyon Sub-Basin in 2021
  - EMWD plans to pump 2,000 AF of production from the Canyon Sub-Basin in 2021
  - LHMWD plans to pump 3,900 AF of production from the Canyon Sub-Basin in 2021
- Recharge activities in the Canyon Sub-Basin in 2021
  - Delivery of recharge water is not anticipated for 2021.
  - EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November 2020 through June 2021)
- Key well monitoring, as prescribed in the Plan, was performed on Tuesday, November 2, 2021. As a result of managing groundwater extraction within the Canyon Sub-Basin, the Canyon Sub-Basin remained in a Proactive status through Fall 2021.

## 2022

Key well level monitoring as prescribed in the Plan was completed on Tuesday, April 5, 2022 and the information was provided to EMWD. The data was distributed to the Participants and the resulting analysis is documented in this report.

The Participants recognize the need to conserve groundwater in the Canyon Sub-Basin and discussed the following topics at the April 28, 2022 meeting of the Participants:

- The “Proactive” status of the Canyon Sub-Basin and the net available pumping for EMWD and LHMWD
- Planned pumping from the Canyon Sub-Basin in 2022
  - Discussed status of the Tribe’s wells and their ability to pump projected demands of 1,500 AF from the Canyon Sub-Basin in 2022
  - EMWD plans to pump 1,500 AF of production from the Canyon Sub-Basin in 2022
  - LHMWD plans to pump 3,500 AF of production from the Canyon Sub-Basin in 2022
- Recharge activities in the Canyon Sub-Basin in 2022
  - Delivery of recharge water is not anticipated for 2022.
  - EMWD to continue diversions into Grant Avenue Ponds if river flow is available during its allotted diversion period (November 2021 through June 2022)
- Key well monitoring, as prescribed in the Plan, should be conducted the first week of November each year.

Anticipated pumping from the Canyon Sub-Basin for 2022 is presented in Table 1.

**Table 1: 2022 Canyon Sub-Basin Pumping and Recharge Projections by Entity**

Entity	2022 Projected Groundwater Production (AF)	Groundwater Production (YTD* AF)	Remaining Groundwater Production (AF)	2022 Projected Imported Water Recharge (AF)	2022 Net Remaining Projected Groundwater Production (AF)
EMWD	1,500.00	18.64	1,481.36	-	<b>1,481.36</b>
LHMWD	3,500.00	1,044.19	2,455.81	-	<b>2,455.81</b>
Private	1,065.00	51.86	1,013.14	-	<b>1,013.104</b>
Soboba Tribe	1,500.00	124.00	1,376.00	-	<b>1,376.00</b>
<b>Total</b>	<b>7,565.00</b>	<b>1,238.69</b>	<b>6,326.31</b>	<b>0.00</b>	<b>6,326.31</b>

\* Groundwater Production as of March 31, 2022.

## **SOBOBA GROUNDWATER SUPPLY STATUS**

### **GROUNDWATER ELEVATION DATA**

The water levels provided by the Soboba Tribe for the Plan are documented in Table 2. All levels were taken on April 5, 2022, as prescribed in Section 6.4.1 of the Plan.

**Table 2: 2022 Soboba Tribe Groundwater Elevation Data**

Well Name	Depth to Water (ft below RP)	Reference Point (RP) (ft/MSL)	Groundwater Elevation (ft/MSL)
DW-04	125	1,678.29	1,553.29
DW-03	114	1,681.94	1,567.94
IW-02	102	1,675.82	1,573.82

### **WELL STATUS**

All of the Soboba Tribe's wells in the Canyon Sub-Basin were reported by email as operational on April 5, 2022. The projected total pumping for calendar year 2022 is estimated at 1,500 AF, with 124 AF already pumped through the end of March 2022.

## **CANYON SUB-BASIN GROUNDWATER CONDITIONS**

### **GROUNDWATER PRODUCTION BY ENTITY**

The 2021 calendar year groundwater production values in the Canyon Sub-Basin as recorded by EMWD are shown in Table 3.

**Table 3: 2021 Canyon Sub-basin Groundwater Production by Entity**

Entity	2021 Total Production (AF)
EMWD	1,828
LHMWD	3,924
Private	1,154
Soboba Tribe	1,043
<b>Total</b>	<b>7,949</b>

**ARTIFICIAL RECHARGE**

EMWD maintains a diversion right to the San Jacinto River of up to 5,760 acre-feet per year (AFY) into the Grant Avenue Ponds. In 2021, EMWD diverted 15 AF of river water into the Grant Avenue Ponds.

In 2021, imported water was not available for recharge into the Grant Avenue Ponds. Recharge activities are not expected in 2022.

**KEY WELL GROUNDWATER ELEVATIONS**

As prescribed in the Plan, Participants collected manual static measurements of the groundwater level in their respective Key Wells during the first week of April 2022 as shown in Table 4. The change in groundwater elevation from April 2021 to April 2022 is shown in Table 5.

**Table 4: Key Well Groundwater Elevations and Estimated Planning Storage Spring 2022**

Well Name	Reference Point (ft/MSL)	Depth to Water (ft from RP)	Groundwater Elevation (ft / MSL)	Estimated Planning Storage (AF)
Soboba DW-03	1,681.94	114.00	1,567.94	222,812
Cienega 06	1,667.70	94.60	1,573.10	225,003
LHMWD 16	1,744.00	197.60	1,546.40	199,407
<b>Weighted Average Planning Storage (AF)</b>				<b>217,509</b>

**Table 5: Change in Key Well Groundwater Elevations from Spring 2021 to Spring 2022**

Well Name	April 2021 Groundwater Elevation (ft/MSL)	April 2022 Groundwater Elevation (ft/MSL)	Change in Groundwater Elevation (ft)
Soboba DW-03	1,588.94	1,567.94	-21.00
Cienega 06	1,593.60	1,573.10	-20.50
LHMWD 16	1,574.90	1,546.40	-28.50

### CALCULATION OF ESTIMATED PLANNING STORAGE FOR SPRING 2022

The estimated planning storage available in the Canyon Sub-Basin was calculated individually for each Key Well using the following storage curves generated by RMC:

$$y = 222.01x - 125286 \quad (\text{Eq. 1: DW-03 Storage Curve})$$

$$y = 219.66x - 120544 \quad (\text{Eq. 2: Cienega 06 Storage Curve})$$

$$y = 350.31x - 342312 \quad (\text{Eq. 3: LHMWD 16 Storage Curve})$$

where  $x$  is the groundwater elevation of a given well (in feet) and  $y$  is the estimated volume of planning storage (in Acre-feet).

Graphs of the individual well storage curves and their respective current conditions are included in Appendix 2.

An overall planning storage value, used to identify the applicable trigger stage, is calculated by a weighted average of the individual estimates, with DW-03 having twice the weight of the EMWD and LHMWD key wells. Based on 2022 Spring Levels, the overall planning storage available in the Canyon Sub-Basin is 217,509 AF as shown in Table 4. The change in estimated planning storage from April 2021 to April 2022 is shown in Table 6.

**Table 6: Change in Key Well Estimated Planning Storage from Spring 2021 to Spring 2022**

Well Name	April 2021 Estimated Planning Storage (AF)	April 2022 Estimated Planning Storage (AF)	Change in Estimated Planning Storage (AF)
Soboba DW-03	229,506	225,003	-4,503
Cienega 06	209,391	199,407	-9,984
LHMWD 16	227,475	222,812	-4,662
Weighted Average Planning Storage (AF)	223,462	217,509	-5,953

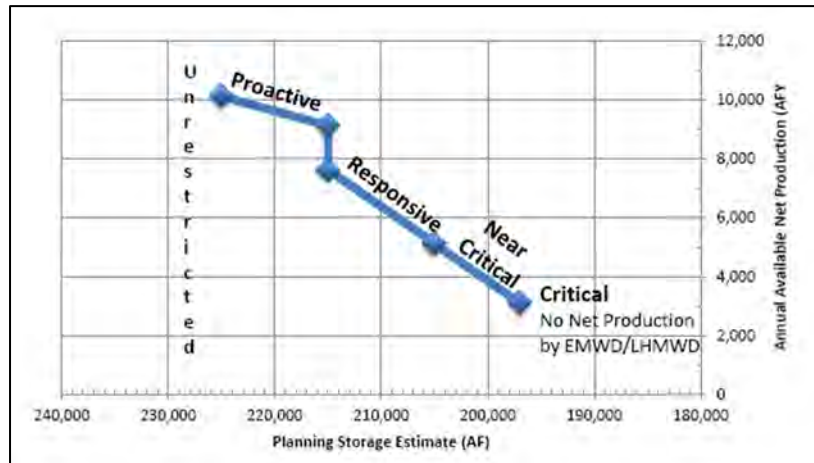
### TRIGGER STATUS

The Plan developed a range of Trigger Levels that indicate the overall health of the Canyon Sub-Basin. These triggers range from Unrestrictive (no pumping limitations) to Critical (no net pumping by EMWD or LHMWD). The following Trigger Levels were developed to gradually phase-in pumping restrictions if storage in the Canyon Sub-Basin continues to decline, as well as to reduce pumping restrictions if storage recovers.

- Unrestricted
- Proactive
- Responsive
- Near-Critical
- Critical

Figure 1 (from Figure 6.10 of the Plan) represents the trigger stages relative to Planning Storage Estimate and Annual Available Net Production. A graph of the current planning storage (223,462 AF), relative to the trigger stages is also included in Appendix 1. An overall planning storage value between 215,000 AF and 225,000 AF indicates the Canyon Sub-Basin is in Proactive condition. Based on this estimate of planning storage, 9,351 AF of net production is available in 2022 for use by the Soboba Tribe, private pumpers, LHMWD, and EMWD.

**Figure 1: Trigger Levels (Canyon Operating Plan Figure 6-10)**



## TRIGGER ACTIONS AND RECOMMENDATIONS

Due to the Canyon Sub-Basin's trigger status of Proactive, the following actions are in place for 2022 to maintain a Proactive status:

- Limited net pumping by EMWD and LHMWD of 6,786 AF consistent with Section 6.3.3.1 of the Plan.
  - Section 6.3.3.1 states the following:
 

*The Proactive trigger was designed to allow for actions to benefit the basin at a scale that can be more easily achieved by the water purveyors. The Proactive trigger was set at 225,000 AF. Storage above this trigger results in unrestricted production (subject to overall limitations by the Watermaster). This unrestricted production was intended to encourage continued natural recharge of the Canyon Sub-Basin as well as to guard against liquefaction. Storage below the Proactive trigger was intended to result in an early response to groundwater level declines that are not considered onerous by either LHMWD or EMWD. For the Proactive trigger, the quantity of water that is needed to bring the basin back to the uppermost threshold is divided by 10 to arrive at the required annual reduction in production or increase in recharge, allowing for a relatively modest response to declining water levels that is considered appropriate for these higher water levels (see Equation 2). With this response, groundwater levels would be expected to return to a Planning Storage of 225,000 AF given 10 years of average hydrology.*

Equation 2:



$$\text{Canyon Sub} - \text{Basin Net Production} = 10,100 - \left( \frac{225,000 - \text{Planning Storage}}{10} \right)$$

- EMWD has projected 1,500 AF, and LHMWD has projected 3,500 AF, of production from the Canyon Sub-Basin during 2022, to maintain Section 6.3.3.1 of the Plan (defined above). However, it is possible but unlikely that Section 6.3.3.5 of the Plan may come into effect in 2022.
  - Section 6.3.3.5 states the following:  
*The ability to meet limitations defined through the trigger actions may not be possible at times due to insufficient available recharge water for the Canyon Sub-Basin and practical limits of the ability of agencies to shift to other alternative water sources. In situations where trigger actions cannot be met, the Participants would convene to discuss and coordinate options to optimize production for the Canyon Sub-Basin.*
- EMWD does not anticipate delivery of recharge water in 2022, as such Section 6.4.5.2 of the Plan does not apply in 2022.
  - Section 6.4.5.2 states the following:  
*Groundwater recharge may be utilized by EMWD and LHMWD to augment water supplies and comply with trigger actions. Artificial recharge activities require appropriate permits from the Santa Ana RWQCB which would generally involve modeling, monitoring, water quality sampling, and analysis to ensure that groundwater quality in the Canyon Sub-Basin is not significantly impacted by the recharge. EMWD is signatory to the Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Use of Imported Water in the Santa Ana River Basin, which likely allows for recharge of State Water Project water in the Canyon Sub-Basin. Groundwater recharge in the Canyon Sub-Basin will need to be consistent with Section 6.6.4 of the Stipulated Judgment, Section 4.2 of the Settlement Agreement, and the Cooperative Agreement. State Water Project water has been deemed acceptable in the past and is assumed to be acceptable in the future. Water of lesser quality (e.g., Colorado River Aqueduct water) could potentially be recharged after discussion with Participants, prior written approval by the Soboba Tribe, and regulatory approval. This Plan assumes that the recharge of water from the San Jacinto River and from the State Water Project can occur at the Grant Avenue Ponds, and LHMWD's approval of this Plan is contingent on the ability to recharge State Water Project water at the Grant Avenue Ponds.*
- Regular meetings between Plan Participants to manage production from the Canyon Sub-Basin
- Evaluate and establish a “portfolio” of potential projects to enhance groundwater availability in the Canyon Sub-Basin. These potential projects include:
  - Improvement of the Soboba Tribe's groundwater production ability by deepening wells or lowering pump bowls
  - Investigate a shift in production to the Intake Area of the San Jacinto Upper Pressure Management Zone by the Soboba Tribe in exchange for increased agency pumping in the Canyon Sub-Basin
  - Improve river diversion points (reduce headward San Jacinto River erosion)

- Investigate recycled water availability for the Soboba Tribe
- An emergency intertie between the Soboba Tribe and EMWD near the Lake Park Drive bridge is in place

### PROJECTIONS AND ACTUAL GROUNDWATER PRODUCTION FOR 2021

From the 2021 Canyon Operating Plan Annual Report, the projected pumping from the Canyon Sub-Basin was estimated at 8,435 AF. The actual pumping from the Canyon Sub-Basin for 2021 was reported as approximately 7,949 AF (2021 Hemet-San Jacinto Annual Report). Therefore, the actual pumping was about 5.8 % lower than projected pumping from the Canyon Sub-Basin. The actual production was approximately 486 AF less than the projected estimated production by the Participants. There was no artificial recharge in 2021.

### PROJECTIONS AND ACTUAL STORAGE ESTIMATED IN THE CANYON SUB-BASIN FOR FALL 2021

From the 2021 Canyon Operating Plan Annual Report, the planning storage estimate for Fall 2021 was 215,027 AF, which was a decrease from the Spring 2021 storage of 8,435 AF. The actual storage, based on water levels collected in Fall 2021, demonstrated a net decrease in storage of 6,915 AF. Therefore, the projected Fall storage was 1,520 AF lower than the actual Fall storage as presented in Table 7.

The actual fall storage was approximately 1,520 AF more than projected fall storage. Additionally, EMWD and LHMWD beneficially recharged 78 AF in the Canyon Subbasin during the 2021 water year.

**Table 7: Estimated Change in Planning Storage 2021**

Key Well	Projected Estimated Fall Planning Storage (AF)	Actual Fall Storage (AF)	Actual Change in Planning Storage (AF)
EMWD Cienega 06	221,071	226,014	<b>+ 1,520</b>
LHMWD 16	200,956	198,987	
Soboba DW-03	219,040	220,592	
	<b>215,027</b>	<b>216,546</b>	

### PROJECTIONS FOR THE END OF PUMPING SEASON FOR 2022

Consistent with the net available production calculations described in the Plan, the production from the private pumpers was estimated by averaging private groundwater production over the past 5-year period (2017 – 2021), equating to 1,065 AF. Soboba Tribe production is also calculated using a 5-year average. To ensure projections are conservative, the annual report will use either the Soboba Tribe's projected production, or the 5-year average, whichever is greater. For 2022, Soboba Tribe's projected production is estimated at 1,500 AF. EMWD estimates 1,500 AF of production and LHMWD estimates 3,500 AF of production for 2022. Delivery of recharge water is not anticipated in 2022. a total of 7,565 AF of net pumping production is estimated to occur from the Canyon Sub Basin in 2022 by all entities whereas, t

total of 9,351 AF of net pumping production is available between the Plan Participants and private pumpers..

Table 8 presents the projected static water levels from the Key Wells for the Fall of 2022 based on reducing the Planning Storage by the estimated 7,565 AF of net pumping.

**Table 8: Projected Fall 2022 Key Well Levels**

Key Well	Projected Water Level (ft/MSL)	Projected Change in Water Level (ft)	Projected Estimated Planning Storage (AF)	Projected Changed in Estimated Planning Storage (AF)
EMWD Cienega 06	1,538.66	-34.44	217,439	<b>- 7,565</b>
LHMWD 16	1,524.81	-21.59	191,843	
Soboba DW-03	1,533.87	-34.07	215,248	
<b>Weighted Average Planning Storage (AF)</b>			<b>209,944</b>	

**GROUNDWATER ELEVATIONS AND STORAGE CURVES**

The storage curve estimates show Soboba DW-03 at a groundwater elevation of 1,533.87 feet, which is above the critical elevation of about 1,350 feet documented in Table 6-2 of the Plan as shown in Table 9 below. Groundwater elevations above 1,350 feet are necessary for 2022 estimated production of 1,500 AF. Based on Figure 6-9 of the Plan, shown as Figure 2 below, it is expected that the Soboba Tribe will be able to produce their projected 1,500 AF of demands from the Canyon Sub-Basin in 2022.

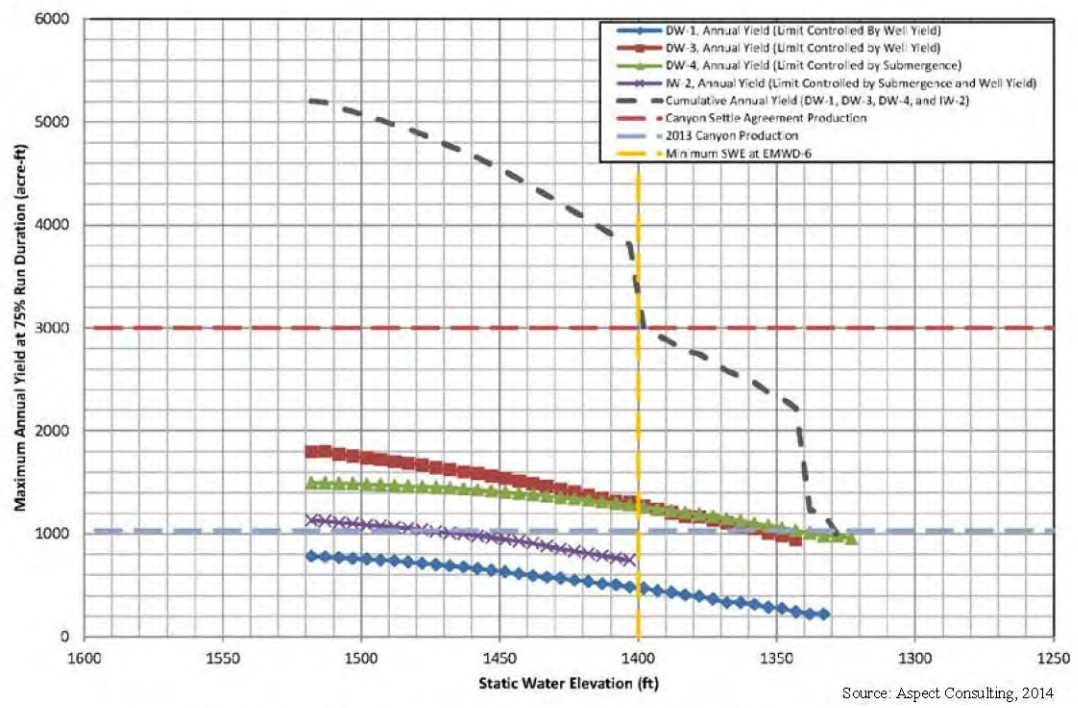
[Table 9: Critical Groundwater Elevations \(Canyon Operating Plan Table 6-2\)](#)

**Table 6-2: Critical Groundwater Elevations, Soboba Tribe Wells**

Item	IW-02	DW-01	DW-03	DW-04
Pump Model	American Marsh 11LC	Goulds 9RCHC	American Marsh 13MC	Goulds 11CHC
Pump Setting <sup>1</sup> (ft, bgs)	405	460	468	470
WL at Minimum Pump Submergence (ft, bgs)	395	450	458	460
Minimum Recommended Continuous Flow (gpm)	425	160	780	775
Minimum Operational SWL Elevation (ft)	1405	1335	1345	1325
SWL Elevation corresponding to 3000 AFY Production (ft)	1400			
with 20 ft contingency (ft)	1420			
SWL Elevation corresponding to 2013 Production (1036 AF) (ft)	1330			
with 20 ft contingency (ft)	1350			

Notes: 1. At effective date of Settlement Agreement.  
Assumes 75% pumping duration  
bgs: below ground surface  
ft: feet  
gpm: gallons per minute  
SWL: static water level

**Figure 2: Soboba Tribe Well Yield (Canyon Operating Plan Figure 6-9)**



**Figure 6-9: Well Yield and Static Groundwater Elevations**

Table 10 presents EMWD and LHMWD groundwater production, and artificial recharge from 2015 through 2021.

**Table 10: EMWD and LHMWD Historical Groundwater Production and Artificial Recharge**

Year	Annual Trigger Status	Available Trigger Production (AF)	EMWD Production (AF)	LHMWD Production (AF)	Production Sub-Total (AF)	Artificial Recharge (AF)	Adjusted Production Sub-Total (AF)
2015	Critical	0.000	0.000	510.937	- 510.937	0.000	- 510.937
2016	Critical	0.000	977.113	1,197.915	- 2,175.028	3,514.060	1,339.032
2017	Near-Critical	1,068.850	1,988.590	2,894.220	- 4,882.810	5,208.6	325.790
2018	Responsive	4,101.098	1,653.676	2,831.853	- 4,485.529	1,198.9	- 3,286.629
2019	Responsive	4,713	765	3,620	- 4,385	4,685	300
2020	Proactive	7,615	1,432	3,912	- 5,344	2,017	-3,327
2021	<b>Proactive</b>	<b>7,411</b>	<b>1,828</b>	<b>3,924</b>	<b>-5,752</b>	<b>0</b>	<b>-5,752</b>

Table 11 presents Soboba Tribe and private groundwater production from 2015 through 2021.

**Table 11: Soboba Tribe and Private Historical Groundwater Production**

	Soboba Tribe Production (AF)	Private Production (AF)	Production Sub-Total (AF)
2015	1,049.120	1,006.666	2,055.786
2016	1,126.488	1,006.667	2,133.155
2017	1,293.590	1,005.020	2,298.600
2018	1,171.127	1,006.730	2,177.857
2019	1,176.400	1,005.000	2,181.400
2020	1,369.000	1,152.000	2,521.000
2021	1,043.000	1,154.000	2,197.000

## Appendix 1: 2022 Canyon Operating Plan Storage Estimates and Trigger Status

2022 Canyon Operating Plan Calculations							
Key Well	Weight	2021 Water Level (ft MSL)	2022 Water Level (ft MSL)	Δ (ft MSL)	2021 Storage Estimate (AF)	2022 Storage Estimate (AF)	Δ (AF)
EMWD Cienega 06	1	1,593.60	1,573.10	-20.50	229,506	225,003	-4,503
LHMWD 16	1	1,574.90	1,546.40	-28.50	209,391	199,407	-9,984
Soboba DW-03	2	1,588.94	1,567.94	-21.00	227,475	222,812	-4,662
<b>Weighted Average Storage Estimate:</b>					<b>223,462</b>	<b>217,509</b>	<b>-5,953</b>

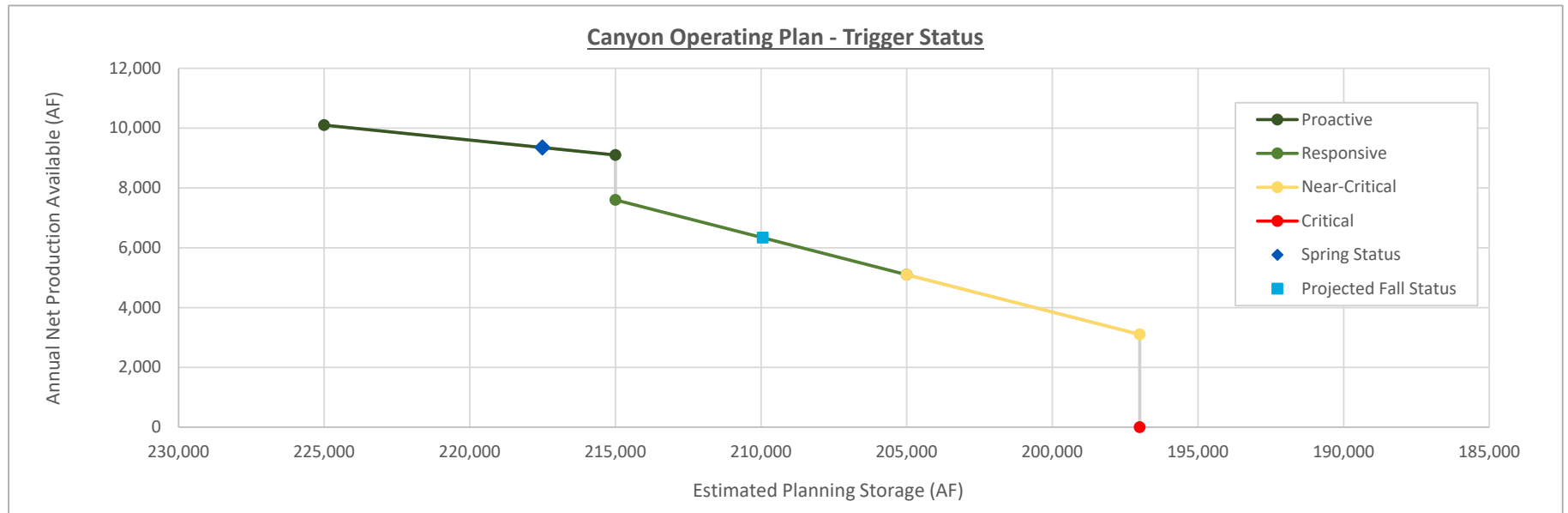
Current Trigger Status (Spring 2022)		
Parameter	Value	Unit
Spring Trigger Stage	Proactive	NA
Available Net Prod	9,351	AF
Est. Net Production	7,565	AF
Δ	1,786	AF

End of Pumping Season Projections (Fall 2022)							
Key Well	Weight	Spring Water Level (ft MSL)	Fall Water Level (ft MSL)	Δ (ft MSL)	Spring Storage Estimate (AF)	Δ Storage (AF)	Fall Storage Estimate (AF)
EMWD Cienega 06	1	1,573.10	1,538.66	-34.44	225,003	-7,565	217,439
LHMWD 16	1	1,546.40	1,524.81	-21.59	199,407	-7,565	191,843
Soboba DW-03	2	1,567.94	1,533.87	-34.07	222,812	-7,565	215,248
<b>Weighted Average Storage Estimate:</b>					<b>217,509</b>	<b>-7,565</b>	<b>209,944</b>

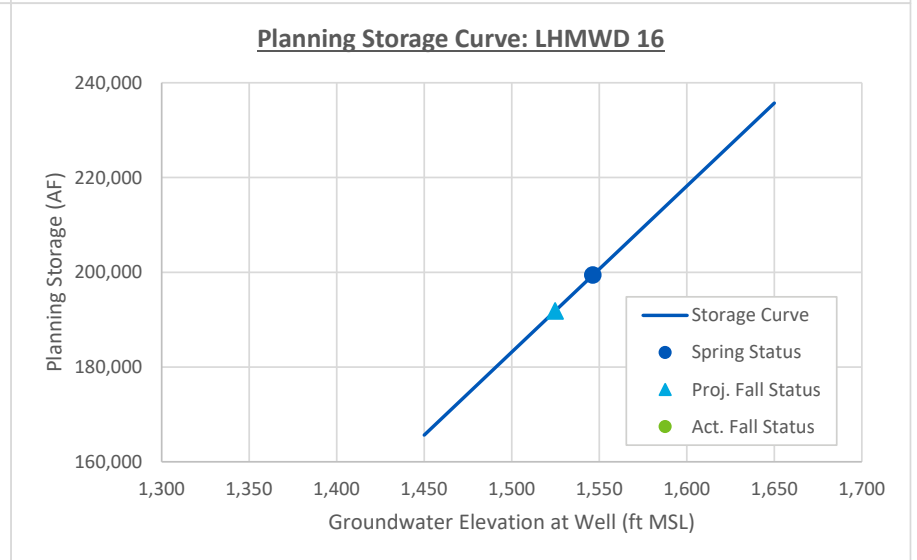
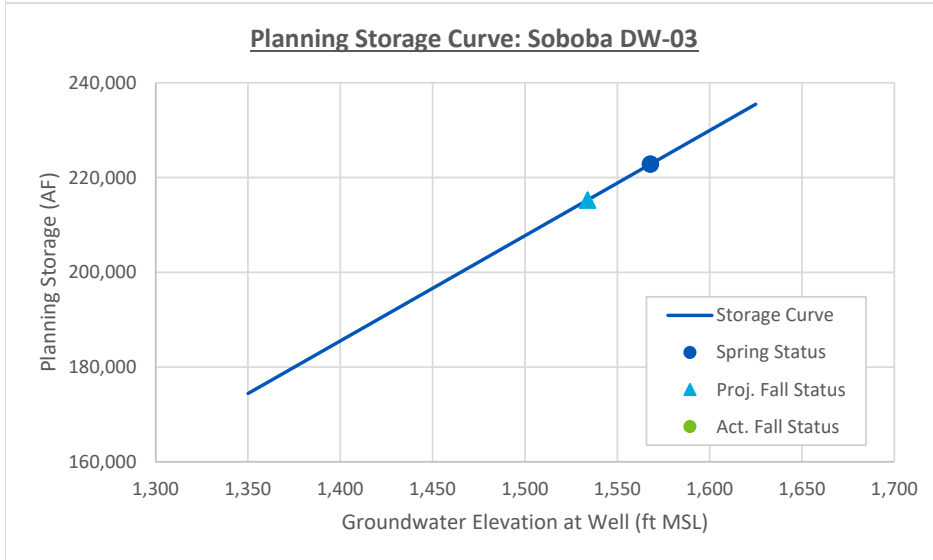
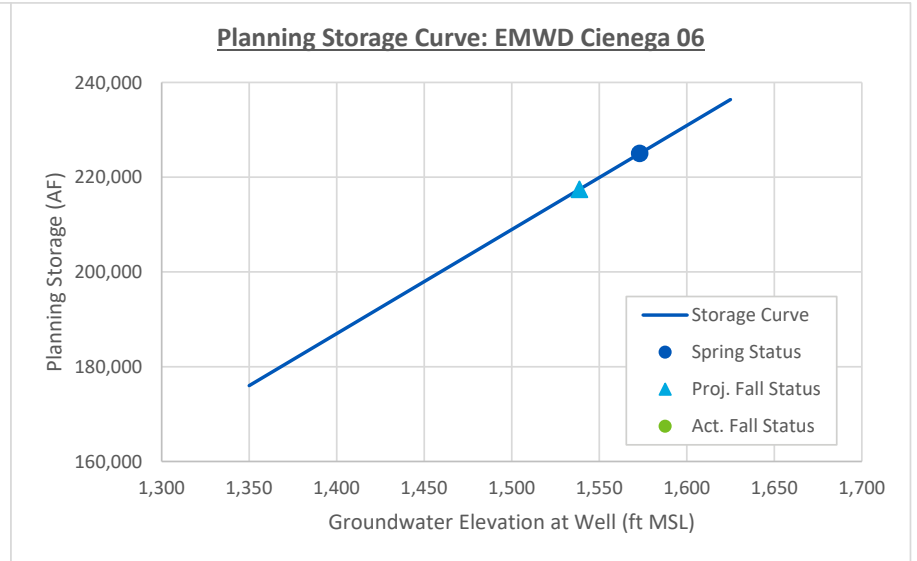
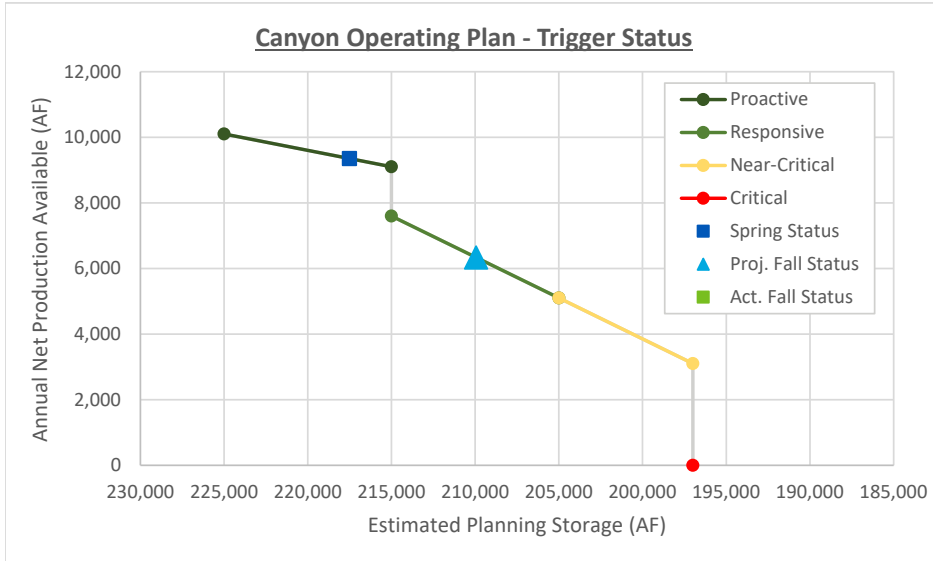
Projected Trigger Status (Fall 2022)		
Parameter	Value	Unit
Plan / Est. Pumping	7,565	AF
Planned Recharge	0	AF
Sp. 2023 Net Prod*	6,336	AF
Fall Trigger Stage	Responsive	NA

\* assumes negligible recharge from rainfall, etc. in the Canyon Sub-Basin

\*estimated for worse-case scenario of no winter recharge



## Appendix 2: Key Well Storage Curves



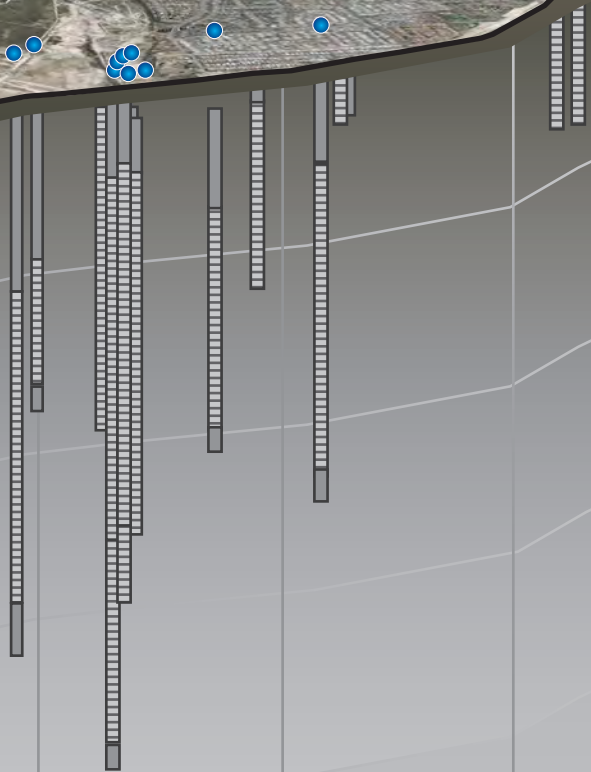
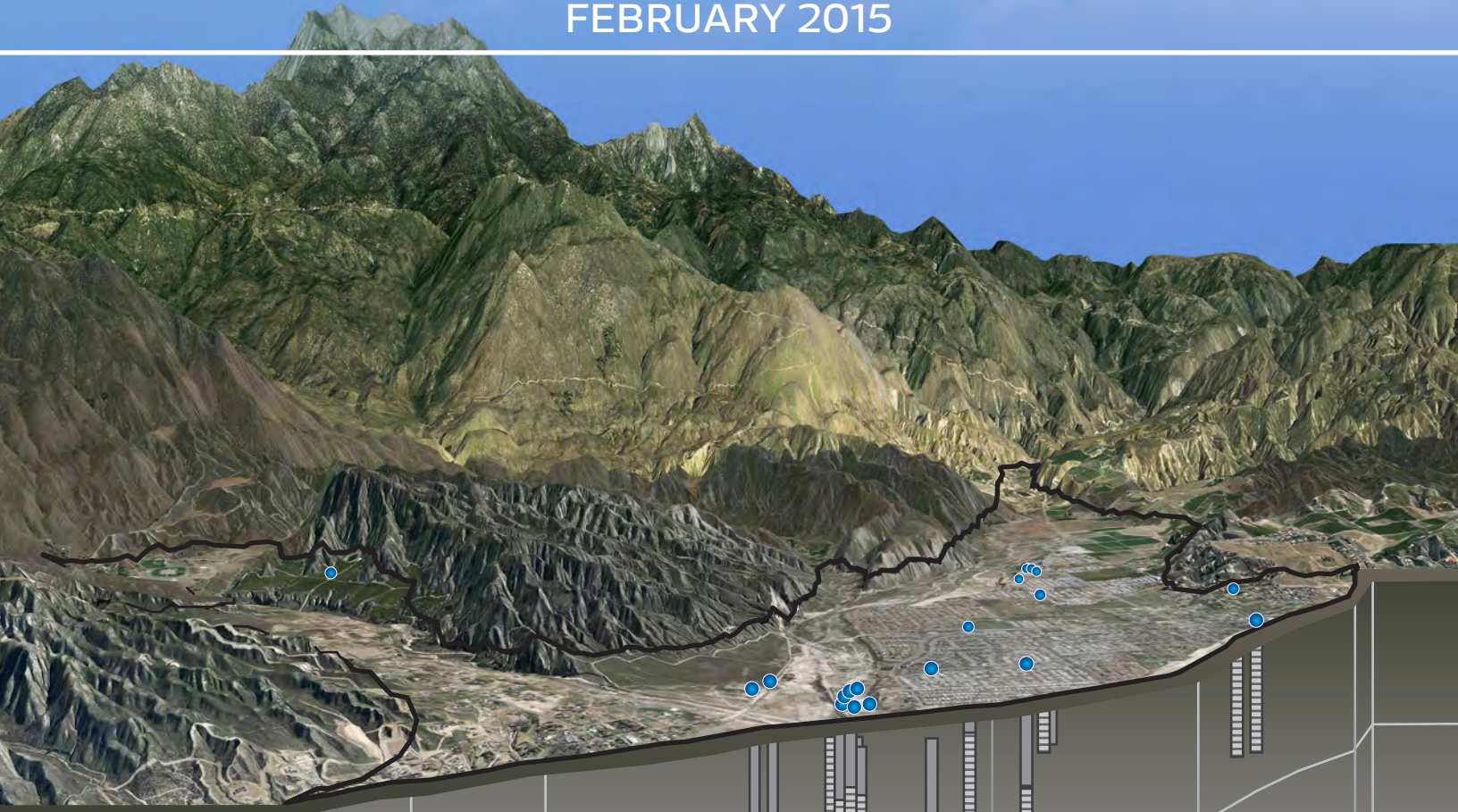


## **Appendix 3: Canyon Operating Plan**



# CANYON OPERATING PLAN

FEBRUARY 2015



Prepared by:







# Canyon Operating Plan Report

Prepared by:



February 2015

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## **Table of Contents**

<b>Executive Summary</b> .....	<b>i</b>
<b>Section 1 Introduction</b> .....	<b>1-1</b>
<b>Section 2 Basin Description</b> .....	<b>2-1</b>
2.1 Legal and Institutional Setting .....	2-1
2.2 Conceptual Geology .....	2-3
<b>Section 3 Current and Historical Conditions</b> .....	<b>3-1</b>
3.1 Surface Hydrology .....	3-1
3.2 Groundwater Production .....	3-8
3.3 Groundwater Elevation .....	3-11
3.4 Groundwater Quality .....	3-14
<b>Section 4 Planning Storage Estimates</b> .....	<b>4-1</b>
4.1 Planning Time Period .....	4-1
4.2 Methodology .....	4-3
4.3 Results .....	4-4
<b>Section 5 Planning Yield Estimate</b> .....	<b>5-1</b>
5.1 Methodology .....	5-1
5.2 Planning Yield Estimate Results .....	5-8
<b>Section 6 Operating Plan</b> .....	<b>6-1</b>
6.1 Key Wells .....	6-1
6.2 Planning Storage Curves .....	6-4
6.3 Triggers and Actions .....	6-7
6.4 Plan Management .....	6-13
<b>Section 7 References</b> .....	<b>7-1</b>

---

## List of Tables

Table ES-1: Triggers and Actions.....	vii
Table 3-1: Canyon Sub-Basin Area Streamflow Gauges.....	3-3
Table 3-2: Groundwater Production Wells and Average Production Rates, 1984 - 2013.....	3-10
Table 3-3: Groundwater Elevation Trends in Canyon Sub-Basin Wells, 1984 - 2013.....	3-11
Table 5-1: Planning Yield Components.....	5-9
Table 6-1: Key Wells.....	6-3
Table 6-2: Critical Groundwater Elevations, Soboba Tribe Wells.....	6-10
Table 6-3: Groundwater Monitoring.....	6-14

## List of Figures

Figure ES-1: Location of Canyon Sub-Basin within the Hemet/San Jacinto Groundwater Management Area.....	i
Figure ES - 2: Canyon Sub-Basin and Major Hydrologic Features.....	iii
Figure ES - 3: Annual Variability within Planning Yield Estimate.....	iv
Figure ES - 4: Inflow and Outflow Components of Planning Yield.....	v
Figure ES - 4: Location of Key Wells.....	vi
Figure ES - 6: Summary of Trigger Stages.....	viii
Figure 2-1: Location of Canyon Sub-Basin within the Hemet/San Jacinto Groundwater Management Area.....	2-1
Figure 2-2: Canyon Sub-Basin Area Geologic Map, Northwestern Portion.....	2-4
Figure 2-3: Canyon Sub-Basin Area Geologic Map, Southeastern Portion.....	2-4
Figure 2-4: Location of Geologic Maps.....	2-5
Figure 3-1: Major Hydrologic Features.....	3-2
Figure 3-2: Streamflow and Rain Gauge Locations.....	3-2
Figure 3-3: Cranston Gauge.....	3-3
Figure 3-4: State Street Gauge.....	3-4
Figure 3-5: Historical San Jacinto River Streamflow, Cranston Gauge, 1920 – 1991 and 1997 - 2013.....	3-5
Figure 3-6: Historical San Jacinto River Streamflow, State Street Gauge, 1997 - 2006.....	3-5
Figure 3-7: Soboba Pit.....	3-6
Figure 3-8: Distribution of Average Annual Precipitation.....	3-7
Figure 3-9: Annual Precipitation, San Jacinto Gauge.....	3-7
Figure 3-10: Recharge to Grant Avenue Ponds (1999 - 2013).....	3-8
Figure 3-11: Groundwater Production Wells in Canyon Sub-Basin.....	3-9
Figure 3-12: Groundwater Wells in Canyon Sub-Basin.....	3-9
Figure 3-13: Historical Production in the Canyon Sub-Basin (1984 - 2013).....	3-10
Figure 3-14: Hydrographs for Select Wells in the Canyon Sub-Basin (1 of 2).....	3-12
Figure 3-15: Hydrographs for Select Wells in the Canyon Sub-Basin (2 of 2).....	3-13
Figure 3-16: Historical TDS Concentrations.....	3-15
Figure 3-17: Historical Nitrate Concentrations.....	3-15
Figure 4-1: Annual Precipitation, San Jacinto.....	4-2
Figure 4-2: Difference in Groundwater Elevations, 1996 – 1991.....	4-4
Figure 4-3: Estimates of Historical Planning Storage.....	4-4
Figure 5-1: Schematic Water Balance for the Canyon Sub-Basin.....	5-2
Figure 5-2: Quality Control Comparison of Cumulative Change in Storage Estimates Using Planning Yield and Planning Storage Methodologies, and Groundwater Elevation at Cienega-Area Wells.....	5-3

---

Figure 5-3: Guay (2002) Precipitation Areas Overlaying the Canyon Sub-Basin .....	5-4
Figure 5-4: Land Surfaces with Slopes Less than Ten Percent .....	5-5
Figure 5-5: Relationship between Guay-based Monthly Precipitation Recharge and Regression-Based Monthly Precipitation Recharge Estimate .....	5-5
Figure 5-6: Relationship between Guay-based Monthly San Jacinto River Recharge and Regression-Based Monthly San Jacinto River Recharge Estimate .....	5-6
Figure 5-7: Relationship between Streamflow on the San Jacinto River and in Indian Creek .	5-7
Figure 5-8: Relationship between Streamflow in the San Jacinto River above State Street and in Indian Creek .....	5-7
Figure 5-9: Inflow and Outflow Components of Planning Yield .....	5-10
Figure 5-10: Annual Variability within Planning Yield Estimate .....	5-10
Figure 5-11: Planning Yield in Comparison to Historical Groundwater Production.....	5-11
Figure 6-1: Candidate Wells Considered for Key Wells .....	6-2
Figure 6-2: Key Wells.....	6-3
Figure 6-3: Planning Storage Curve: DW-03 .....	6-5
Figure 6-4: Planning Storage Curve: Cienega 6 .....	6-5
Figure 6-5: Planning Storage Curve: LHMWD 16 .....	6-6
Figure 6-6: Planning Storage Curve: DW-04 .....	6-6
Figure 6-7: Planning Storage Curve: IW-02.....	6-7
Figure 6-8: Groundwater Elevation, Relative to 50 Feet below Ground Surface, Cienega 6...	6-8
Figure 6-9: Well Yield and Static Groundwater Elevations.....	6-10
Figure 6-10: Summary of Trigger Levels and Net Production Limits.....	6-12

**Appendix**

Appendix A -	Memorandum of Understanding
Appendix B -	Meeting Attendees
Appendix C -	Example Net Production Calculation

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## **List of Abbreviations and Acronyms**

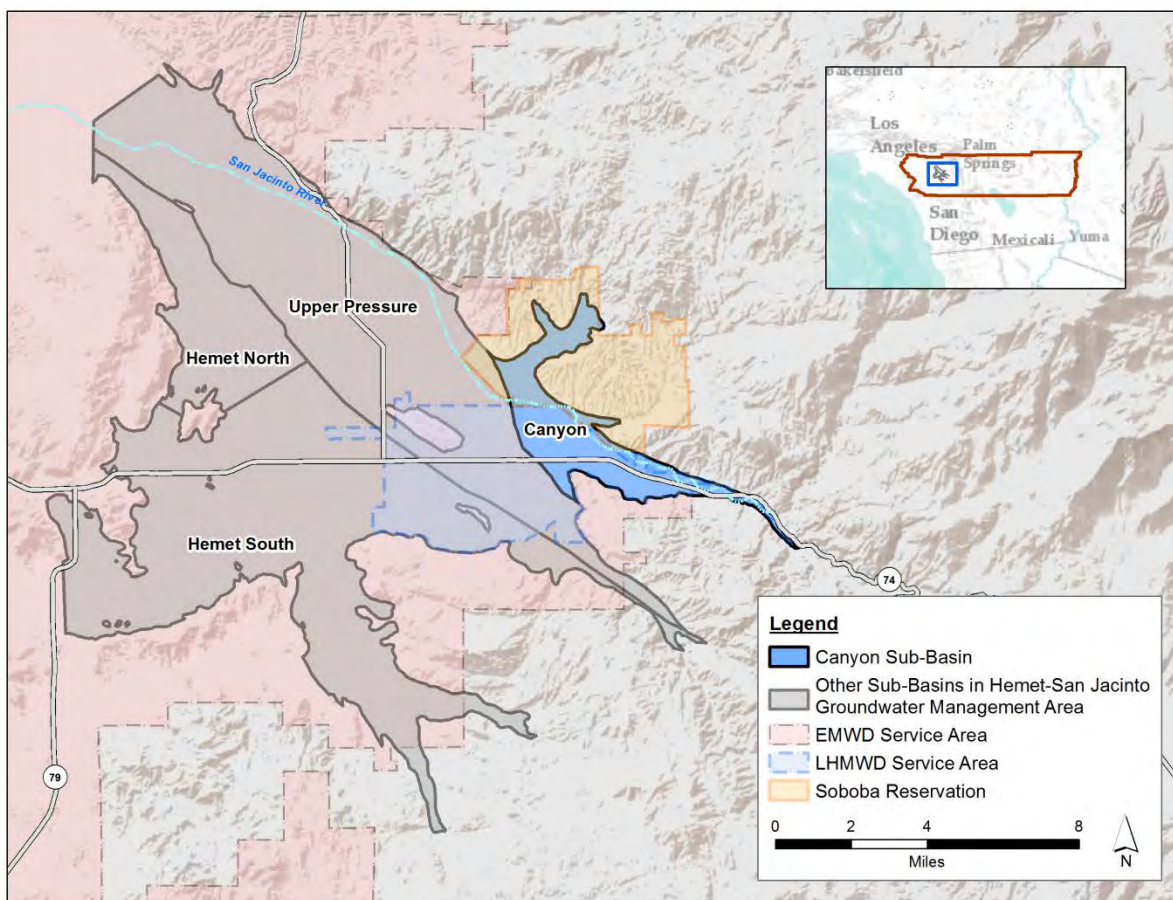
AF	acre feet
AFY	acre feet per year
Basin Plan	Water Quality Control Plan for the Santa Ana River Basin
bgs	below ground surface
Canyon Sub-Basin	Canyon Groundwater Management Zone
CAM	Consultants, Attorneys, and Managers Committee
CASGEM	California Statewide Groundwater Elevation Monitoring
CDPH	California Department of Public Health
cfs	cubic feet per second
DWR	California Department of Water Resources
EMWD	Eastern Municipal Water District
ft	Feet
Judgment	Stipulated Judgment and Complaint
LHMWD	Lake Hemet Municipal Water District
Management Area	Hemet / San Jacinto Groundwater Management Area
MCL	maximum contaminant level
mg/l	milligrams per liter
MOU	Memorandum of Understanding - Operating Plan for the Canyon Sub-Basin
msl	mean sea level
OWTS	onsite wastewater treatment system
PC	Policy Committee
Plan	Canyon Operating Plan
RCFCWCD	Riverside County Flood Control and Water Conservation District
RWRD	Regional Water Resources Database
Santa Ana RWQCB	Santa Ana Regional Water Quality Control Board
SMCL	secondary maximum contaminant level
Soboba Tribe	Soboba Band of Luiseño Indians
State Water Board	State Water Resources Control Board
TAC	Technical Advisory Committee
TDS	total dissolved solids
USGS	United States Geological Survey
Watermaster	Hemet-San Jacinto Watermaster



## Executive Summary

The Canyon Groundwater Management Zone (Canyon Sub-Basin) is located in the southeastern portion of the San Jacinto Basin of Riverside County, California (Figure ES-1). The groundwater resources of the Canyon Sub-Basin are utilized for beneficial uses by numerous stakeholders: the Soboba Band of Luiseño Indians (Soboba Tribe), Lake Hemet Municipal Water District (LHMWD), Eastern Municipal Water District (EMWD), and private pumpers. The need to develop the Canyon Operating Plan (Plan) came as a result of the Memorandum of Understanding - Operating Plan for the Canyon Sub-Basin (MOU) that is related to the Settlement Agreement between the Soboba Tribe and the local municipal agencies.

The Settlement Agreement established the Soboba Tribe groundwater production rights at 9,000 acre-feet per year (AFY) from Intake (as defined in the Settlement Agreement, generally the southern portion of the Upper Pressure Sub-Basin, including the portion adjacent to the Canyon Sub-Basin) and Canyon Sub-Basins (both within the Hemet/San Jacinto Groundwater Management Area), of which at least 3,000 AFY must be made available for production directly from the Canyon Sub-Basin. If the Canyon Sub-Basin supplies are inadequate to meet the Soboba Tribe's annual production allocation, then EMWD and LHMWD will be required to provide a supplemental water supply directly to the Soboba Tribe to satisfy production rights demands.



**Figure ES-1: Location of Canyon Sub-Basin within the Hemet/San Jacinto Groundwater Management Area**

In accordance with the requirements, EMWD, LHMWD, and the Soboba Tribe have a MOU to jointly develop this Canyon Operating Plan (see Appendix A). This plan was generated to meet the following goals.

- Guide and support responsible and sustainable water management
- Facilitate beneficial use of the basin and avoid shortages
- Document and analyze historical trends
- Provide trigger points and potential responses to low water levels in the basin
- Provide safe yield and storage curves
- Create a forum for open exchange of data between participants

In the event of conflict between the documents, this Plan is governed by the MOU and the Settlement Agreement between the Soboba Tribe and the local municipal agencies.

## **ES-1 Hydrology**

Three surface water courses flow through the Canyon Sub-Basin and are important components of groundwater recharge. Poppet Creek and Indian Creek both feed into the San Jacinto River, which is the main water course in the Canyon Sub-Basin, flowing from the southeastern portion of the basin to the northwestern corner. The river is intermittent, generally flowing during the winter and spring months. Additional recharge occurs at the Soboba Pit, with water from the San Jacinto River system, and the Grant Avenue Ponds, with water from the State Water Project or the San Jacinto River system. The location of the Canyon Sub-Basin and the major hydrologic features are shown on Figure ES-2.

The Canyon Sub-Basin generally behaves as a closed groundwater basin, with the Claremont Fault a significant barrier to flow between the Canyon Sub-Basin and the Upper Pressure Sub-Basin until groundwater levels reach approximately 60 feet below grade. Significant flow can occur across the Claremont Fault when water levels are within 40 to 60 feet of the surface. Such conditions have historically occurred during wet periods when the Canyon Sub-Basin is fully saturated.

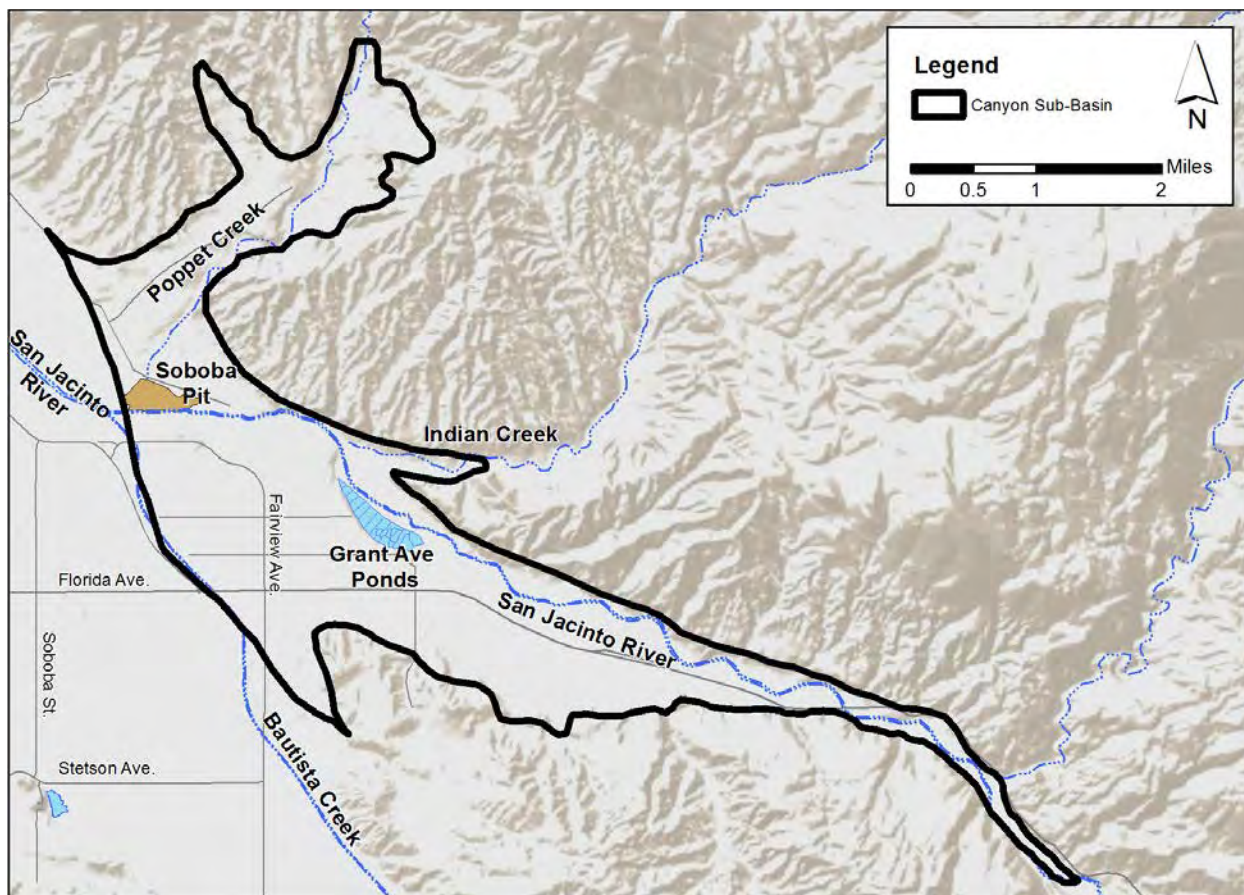


Figure ES - 2: Canyon Sub-Basin and Major Hydrologic Features

## ES-2 Planning Yield

Planning Yield was developed for the sole purpose of managing groundwater in the Canyon Sub-Basin through this Plan. Planning Yield was defined by the Plan participants as:

*A planning-level value representing the long term, average quantity of water supply in the Canyon Sub-Basin that can be produced without causing undesirable results, including the gradual reduction of natural groundwater in storage over long-term hydrologic cycles.*

Based on this definition, Planning Yield was estimated through a water balance approach. The estimation considered each of the following inflows to and outflows from the groundwater system:

- Inflows
  - Precipitation Recharge
  - San Jacinto River Recharge
  - San Jacinto River Tributaries Recharge
  - Artificial Recharge (only water of local origin from the San Jacinto River, which occurs at Grant Avenue Ponds, was included in the analysis)
  - Agricultural Applied Water Recharge, including areas served by LHMWD and the Soboba Tribe

- Municipal and Industrial (M&I) Use Recharge, including sewerage areas served by LHMWD and areas with onsite wastewater treatment systems (OWTS or septic tanks) served by LHMWD and the Soboba Tribe
- Outflows
  - Groundwater Production
  - Subsurface Flow between Canyon and Upper Pressure

The change in groundwater in storage was estimated for each year within the recent, hydrologically balanced period of 1990 – 2012 by subtracting the volume of all outflows from the volume of all inflows. Annual Planning Yield estimates were then developed as the sum of the change in storage and the groundwater production during that year, as represented by the bars on Figure ES-3. Based on the definition and process above, the long-term estimate of Planning Yield was developed as the average value of the Annual Planning Yield estimates across the 1990 – 2012 time period: 10,100 AFY, as represented by the dashed line on Figure ES-3.

In addition to the long-term estimate of 10,100 AFY, the Annual Planning Yield estimates for the historical dry period of 1999 – 2002 were averaged to develop an estimate of dry period Planning Yield of 2,500 AFY, which was used to assist in defining the Critical Trigger, as discussed in ES-4.

Details of the analysis indicated that the bulk of recharge occurs from the San Jacinto River system (Figure ES-4) and the annual Planning Yield values were highly variable from year to year (Figure ES-3).

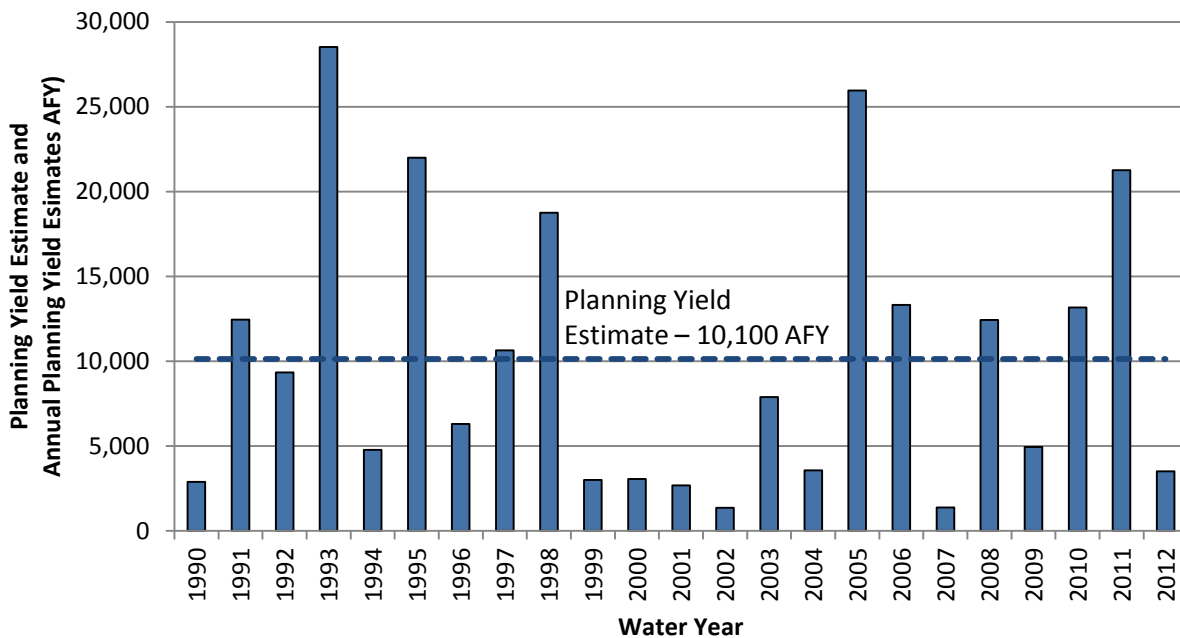


Figure ES - 3: Annual Variability within Planning Yield Estimate

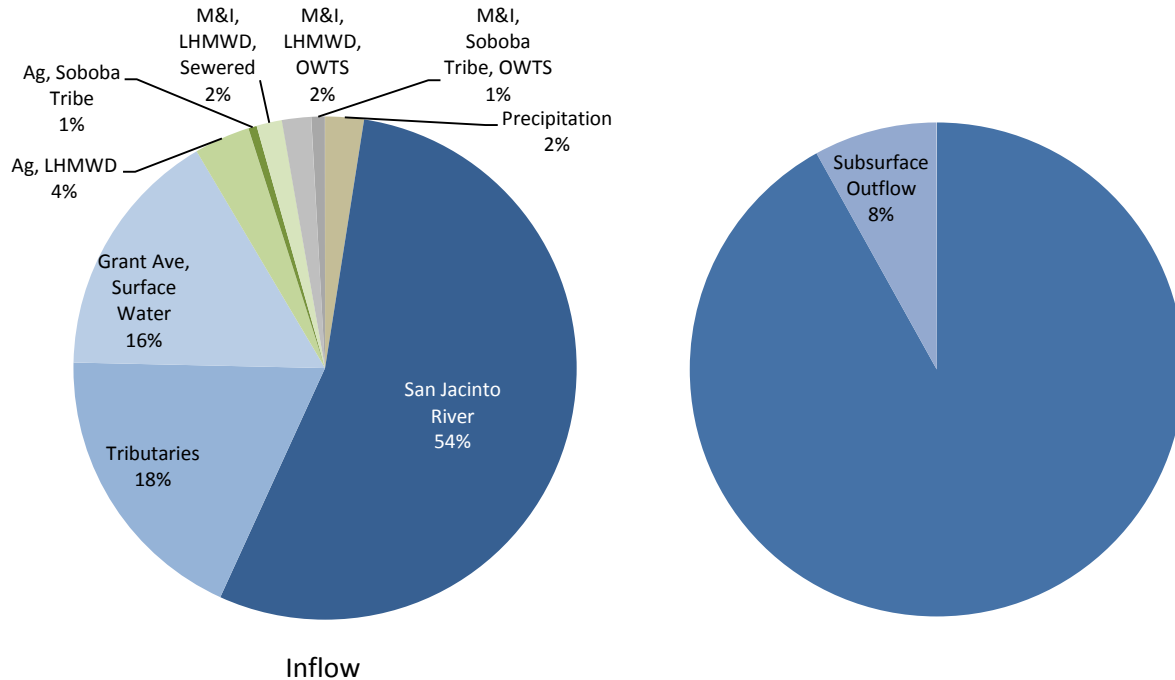


Figure ES - 4: Inflow and Outflow Components of Planning Yield

### ES-3 Key Wells

To implement this Plan, three Key Wells were identified and will be monitored each spring for groundwater elevation. These Key Wells are the Soboba Tribe’s DW-03, EMWD’s Cienega 6, and LHMWD 16 (Figure ES-4). The three Key Wells were selected based on data availability and based on the historical relationship between groundwater elevations in the well and estimates of Planning Storage.

Every year on the first workday in April, the groundwater elevations at each Key Well will be measured and will be the basis to estimate basinwide Planning Storage in the Canyon Sub-basin for that year. The Planning Storage represents an estimate of groundwater in storage in the portion of the Canyon Sub-Basin aquifer that is readily accessible to groundwater wells. The groundwater elevation at each Key Well is related to an estimate of Planning Storage using a Planning Storage Curve. Basinwide Planning Storage is then estimated using a weighted average of the Planning Storage values at each of the three Key Wells, with a 50% weight for DW-03 and 25% weight for both Cienega 6 and LHMWD 16. The Planning Storage will be compared to the triggers defined herein that identify actions by the Participants.

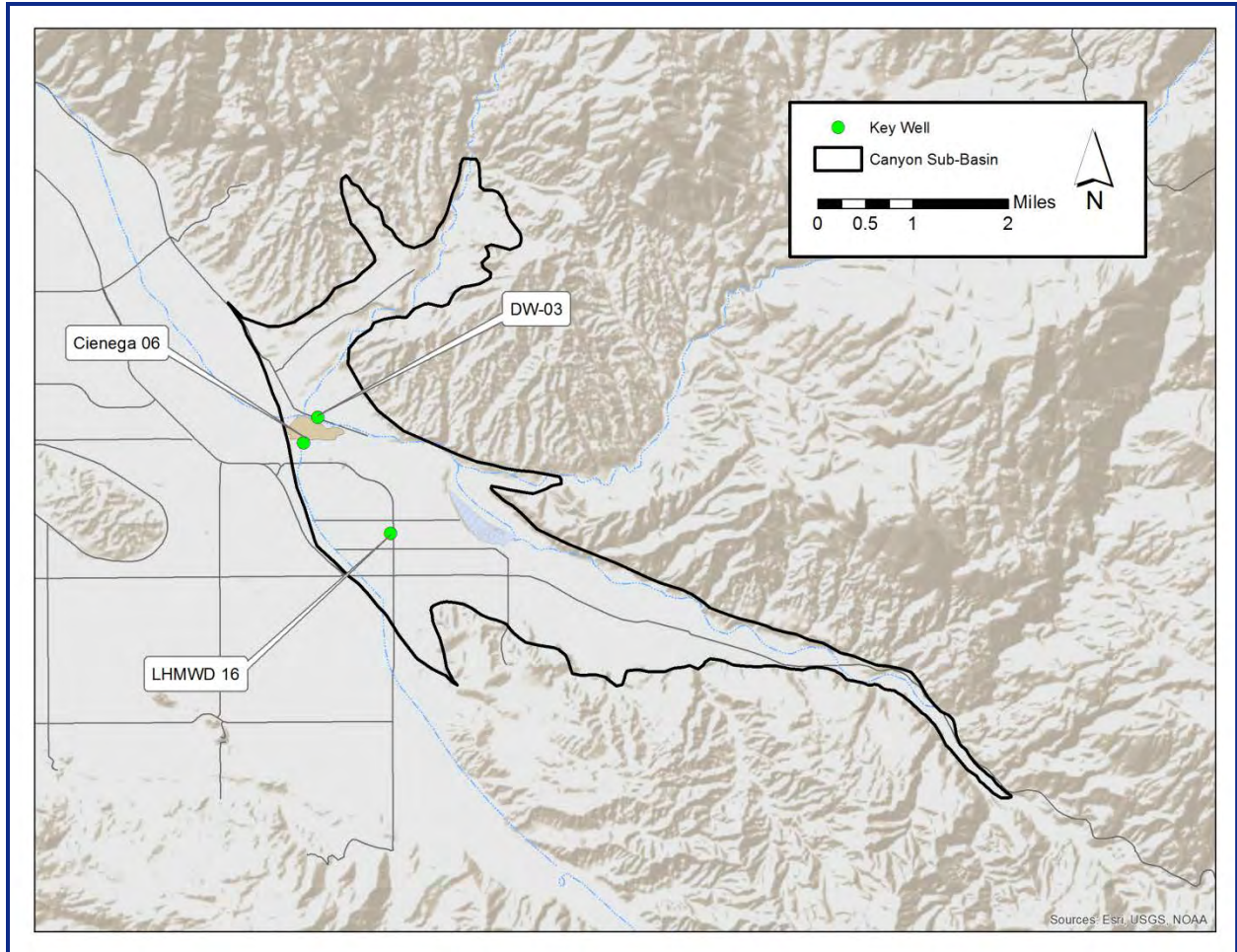


Figure ES - 5: Location of Key Wells

## ES-4 Triggers and Actions

Triggers were developed to be protective of groundwater production for the Soboba Tribe wells, and other wells in the basin, while minimizing the operational impacts to EMWD and LHMWD, who would be required to reduce production, increase recharge, or supply supplemental water directly to the Tribe as a result of triggered actions. As an action level is triggered, EMWD and LHMWD may respond by reducing groundwater production or increasing recharge, or a combination of both. The result would be a change in Basinwide Net Production, which is defined as the difference between production and artificial recharge with imported water. Basinwide Net Production includes all artificial recharge by imported water, regardless of entity, and production by all wells, including private and Soboba Tribe wells. Actions to meet Basinwide Net Production trigger actions as part of this Plan will be taken by EMWD and LHMWD.

Triggers were developed for four different levels, resulting in increasingly aggressive responses should storage levels decline, and a more moderate response when storage levels are higher, as shown in Table ES-1 and Figure ES-5. As shown in Table ES-1, each trigger has an associated Planning Storage, which is estimated in April as described in section ES-3. The action was developed based on the Planning Yield Estimate and a planned recovery period. Moderate responses at relatively higher storage levels of the Proactive trigger were defined by using a Basinwide Net Production formula that would return the basin to 225,000 AF of Planning Storage over a 10-year period, given normal hydrology. More aggressive responses were defined for the Responsive and Near-Critical triggers by using a Basinwide Net Production formula that would return the basin to 225,000 AF of Planning Storage over a 4-year period, given normal hydrology. At the Critical trigger, there would be no Net Production of groundwater by EMWD and LHMWD from Canyon Sub-Basin, subject to certain limitations discussed below.

The ability to meet limitations defined through the trigger actions may not be possible at times due to insufficient available recharge water for the Canyon Sub-Basin and practical limits of the ability of agencies to shift to other alternative water sources. In situations where trigger actions cannot be met, the Participants would convene to discuss and coordinate options to optimize production for the Canyon Sub-Basin. Note that all recharge water must comply with Section 4.2 of the Settlement Agreement.

**Table ES - 1: Triggers and Actions**

Trigger Name	Planning Storage Trigger (AF)	Planned Recovery Period (Years)	Trigger Action: Basinwide Net Production (AF)
none	> 225,000	n/a	Unrestricted
Proactive	225,000 – 215,000	10	$10,100 - \left( \frac{225,000 - \text{Planning Storage}}{10} \right)$
Responsive	215,000 – 205,000	4	$10,100 - \left( \frac{225,000 - \text{Planning Storage}}{4} \right)$
Near Critical	205,000 – 197,000		
Critical	< 197,000	n/a	No Net Production of groundwater by EMWD and LHMWD from the Canyon Sub-basin, except as discussed in Subsection 6.3.3.5.

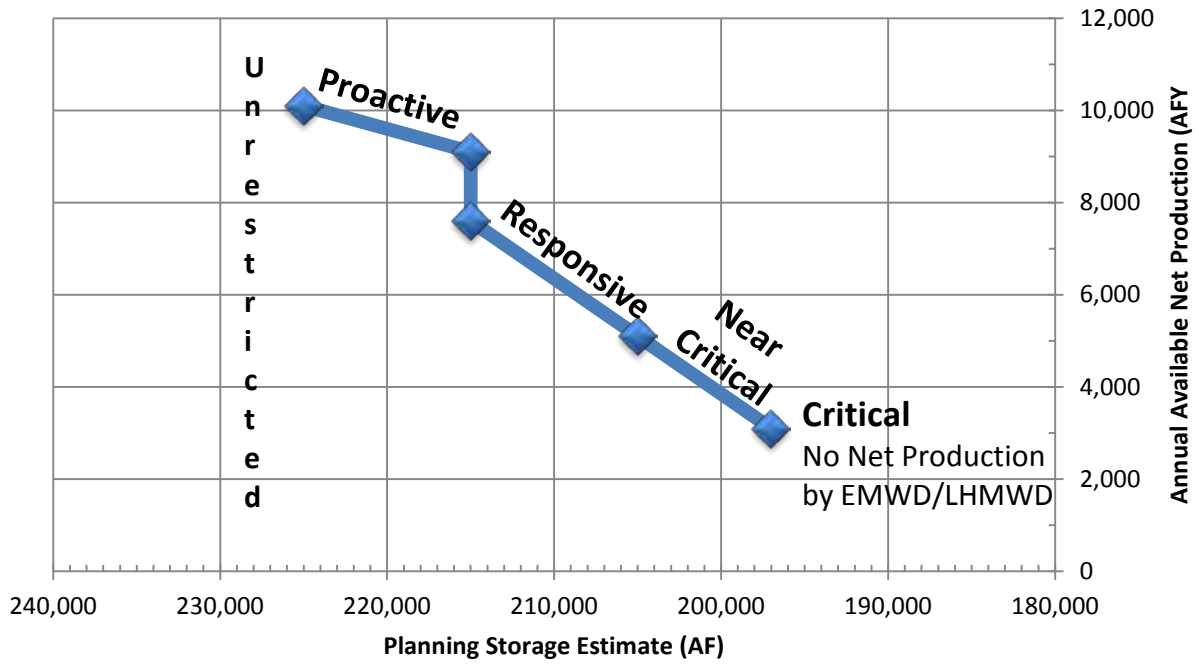


Figure ES - 6: Summary of Trigger Stages



## ES-5 Plan Management

Management of the Plan includes regular monitoring, reporting, and updates of technical information and the Plan itself. Monitoring will be performed by the well owners and reported to the Reporting Entity, which is a working group of the Plan participants, led by EMWD. The Reporting Entity will be responsible for:

- Compiling data from the Key Well owners
- Circulating data to the Plan participants for confirmation
- Performing calculations to determine trigger status
- Identifying the trigger actions
- Documenting the above activities
- Documenting previous year's trigger actions, production, and recharge
- Circulating the documentation for review and comment
- Coordinating meetings and the sharing of the information with all Plan participants

It is anticipated that the plan itself will be updated periodically to ensure that the Canyon Sub-Basin is managed to provide the maximum benefit possible to the participants while still being protective of its long-term sustainability.

## Section 1 Introduction

The Canyon Groundwater Management Zone (Canyon Sub-Basin) is located in the southeastern portion of the San Jacinto Basin of Riverside County, California. The groundwater resources of the Canyon Sub-Basin are utilized for beneficial uses by numerous stakeholders: the Soboba Band of Luiseño Indians (Soboba Tribe), Lake Hemet Municipal Water District (LHMWD), Eastern Municipal Water District (EMWD), and private pumpers. The need to develop the Canyon Operating Plan (Plan) came as a result of the Memorandum of Understanding - Operating Plan for the Canyon Sub-Basin (MOU) that is related to the Settlement Agreement between the Soboba Tribe and the local municipal agencies (see Appendix A).

The Settlement Agreement establishes the Soboba Tribe groundwater production rights at 9,000 acre-feet per year (AFY) from Intake (as defined in the Settlement Agreement, generally the southern portion of the Upper Pressure Sub-Basin, including the portion adjacent to the Canyon Sub-Basin) and Canyon Sub-Basins (both within the Hemet/San Jacinto Groundwater Management Area), of which at least 3,000 AFY must be made available for production directly from the Canyon Sub-Basin. If the Canyon Sub-Basin supplies are inadequate to meet the Soboba Tribe's annual production allocation, then EMWD and LHMWD will be required to provide a supplemental water supply directly to the Soboba Tribe. The more recent stipulated judgment between EMWD and the other basin rights holders allocates the remaining water rights in accordance with both the Hemet/San Jacinto Groundwater Management Area Water Management Plan and the Settlement Agreement.

In accordance with the requirements established in these documents, EMWD, LHMWD, and the Soboba Tribe have a MOU to jointly develop this Canyon Operating Plan. This Plan was generated to meet the following goals.

- Guide and support responsible and sustainable water management
- Facilitate beneficial use of the basin and avoid shortages
- Document and analyze historical trends
- Provide trigger points and potential responses to low water levels in the basin
- Provide safe yield and storage curves
- Create a forum for open exchange of data between participants

The development of the Plan was a collaborative process, with seven meetings attended by representatives of the Soboba Tribe, LHMWD, EMWD, and the Hemet-San Jacinto Watermaster (Watermaster). Meeting attendees are shown in Appendix B.

This Plan is intended to provide a framework for operating the Canyon Sub-Basin in a manner to avoid significant impacts to wells, including the Soboba Tribe wells, thus avoiding the costs associated with supplemental water delivery to the Soboba Tribe. Active management is intended to meet this goal while minimizing the impacts to EMWD, LHMWD, and their ratepayers. Minimization of impacts includes utilization of imported water from the State Water Project to be recharged in the Canyon Sub-Basin at the Grant Avenue Ponds. This usage of imported water for recharge to meet the goals of the Plan is particularly important to LHMWD, whose approval of the Plan is contingent on this ability to recharge. EMWD will support making such recharge at Grant Avenue Ponds a viable and low cost method of sustaining Canyon groundwater levels.

In the event of conflict between the documents, this Plan is governed by the MOU and the Settlement Agreement between the Soboba Tribe and the local municipal agencies.

## Section 2 Basin Description

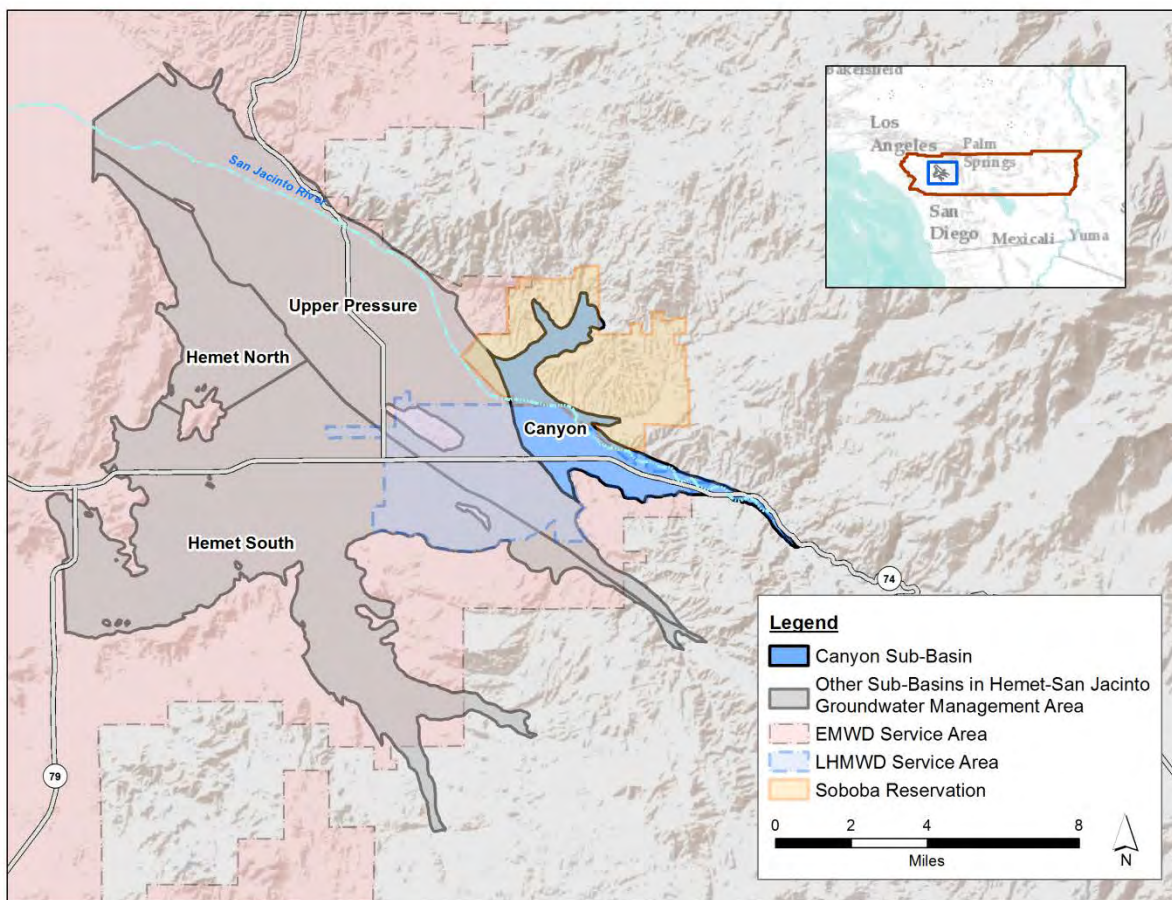
A brief introduction to the legal and institutional setting and the conceptual geology is provided below for background purposes.

### 2.1 Legal and Institutional Setting

#### 2.1.1 Hemet/San Jacinto Groundwater Management Area

The Canyon Sub-Basin is located within the Hemet/San Jacinto Groundwater Management Area (Management Area), which is in the western portion of Riverside County, California, within the San Jacinto River Watershed, and includes the Cities of San Jacinto and Hemet, as well as the unincorporated areas of Winchester, Valle Vista, and Cactus Valley. The Management Area encompasses approximately 90 square miles and overlies four groundwater management zones: the Canyon, San Jacinto Upper Pressure, Hemet South, and the Hemet North portion of Lakeview/Hemet North. The location of the Canyon Sub-Basin within the larger Management Area is shown in Figure 2-1. (EMWD, 2014).

In June 2001, a memorandum of understanding between the California Department of Water Resources (DWR) and the local agencies was executed to cooperatively formulate a comprehensive water management plan for the Management Area. A Groundwater Policy Committee (PC) comprised of elected officials representing the Cities of Hemet and San Jacinto, LHMWD, EMWD, and representatives



**Figure 2-1: Location of Canyon Sub-Basin within the Hemet/San Jacinto Groundwater Management Area**

of the private groundwater producers was formed. To evaluate available information, the PC formed a Technical Advisory Committee (TAC) to compile, share, interpret, and reach agreement on data; define problems; and provide guidance. The PC also formed the Consultants, Attorneys, and Managers (CAM) Committee to develop contractual agreements, side agreements, and memorandums of understanding; evaluate the financial impacts on the community; and provide administrative or policy recommendations to the PC. DWR acted as a facilitator for the PC and brought in an outside consultant to assist the TAC and CAM.

Through a collaborative effort, the TAC developed the data set that provided the basis for understanding the area's hydrology and identified potentially feasible initiatives, programs, and projects to enhance the dependable yield of the groundwater management zones. The PC and CAM analyzed, discussed, and debated issues of concern that had been on the table for half a century without resolution. The Water Management Plan was released in November 2007.

The Water Management Plan, adopted by the governing bodies of the Water Management Plan participants, has eight primary goals:

- Address groundwater production overdraft and declining groundwater levels
- Provide for Soboba Band of Luiseño Indians' prior and paramount water rights
- Ensure reliable water supply
- Provide for planned urban growth
- Protect and enhance water quality
- Develop cost-effective water supply
- Provide adequate monitoring for water supply and water quality
- Supersede the Fruitvale Judgment and Decree

The groundwater safe yield of the Management Area was estimated to be 40,000 to 45,000 AFY as reported in the Water Management Plan (WRIME, 2007). The estimate was partially based on a study of Operational Yield (WRIME, 2003), which was defined as the long-term withdrawal from the groundwater basin not exceeding natural and artificial recharge to the basin. The Water Management Plan also estimated the long-term basin overdraft to be at least 10,000 acre feet (AF).

In April 2013, a Stipulated Judgment (Judgment), Case Number RIC 1207274, was entered with the Superior Court of the State of California for the County of Riverside, creating the Watermaster. The Watermaster Board replaced the PC as the governing body for the Management Area and is comprised of elected officials representing the Cities of Hemet and San Jacinto, LHMWD, EMWD, and a representative for the private groundwater producers. The Watermaster adopted the Water Management Plan at the April 22, 2013 meeting of the Watermaster Board.

### **2.1.2 Water Quality Control Plan for the Santa Ana River Basin**

The Canyon Sub-Basin is located within the jurisdiction of the Santa Ana Regional Water Quality Control Board (Santa Ana RWQCB), whose Water Quality Control Plan for the Santa Ana River Basin (Basin Plan) sets water quality standards for the ground and surface waters of the region. For Canyon Sub-Basin groundwater, these standards include water quality objectives for total dissolved solids (TDS) of 230 mg/l and for nitrate (as nitrogen) of 2.5 mg/l (Santa Ana RWQCB, 2011). These water quality objectives are lower than elsewhere in the Management Area and reflect the high quality of groundwater in the Canyon Sub-Basin.

### **2.1.3 California Statewide Groundwater Elevation Monitoring Program**

DWR's Bulletin 118 includes the Canyon Sub-Basin within the San Jacinto Groundwater Basin. DWR administers the California Statewide Groundwater Elevation Monitoring (CASGEM) program, which mandates a statewide groundwater elevation monitoring program to track seasonal and long-term trends in groundwater elevations in California's groundwater basins. This monitoring is performed through

collaboration between local monitoring entities and DWR. EMWD is the designated monitoring entity for the San Jacinto Basin, meaning that it has voluntarily taken responsibility for coordinating groundwater level monitoring and data reporting for the CASGEM program.

## 2.2 Conceptual Geology

The Canyon Sub-Basin is bounded on the west by the Claremont Fault and is otherwise bounded by the San Jacinto Mountains. The Claremont Fault is a significant barrier to flow between the Canyon Sub-Basin and the Upper Pressure Sub-Basin until groundwater levels reach approximately 60 feet below grade, with groundwater levels typically more than 200 feet higher in the Canyon Sub-Basin than in the Upper Pressure Sub-Basin. The fault is not a barrier to flow in the more recent deposits within approximately the upper 40 to 60 feet of the subsurface. Historically, the area in the Canyon Sub-Basin above the Claremont Fault was subject to rising water caused by the low-conductivity fault and the significant recharge from the San Jacinto River above the fault. These conditions resulted in the area being termed the “cienega,” or “swamp” in Spanish. Alluvium from the San Jacinto River and its tributaries are the primary water-bearing materials in the basin, with the deeper Bautista Formation yielding lower volumes of water. The maximum depth of the alluvial basin is not known, as bedrock has not been encountered in any of the wells in the central portion of the basin. Significant faulting and folding complicates the basin geology, particularly within the Bautista Formation, as shown in Figure 2-2 and Figure 2-3 (with location information shown in Figure 2-4), represented by Onderdonk (2012). This faulting and folding is thought to result in rising groundwater in portions of the alluvial aquifer, noted by increases in riparian vegetation along the San Jacinto River.

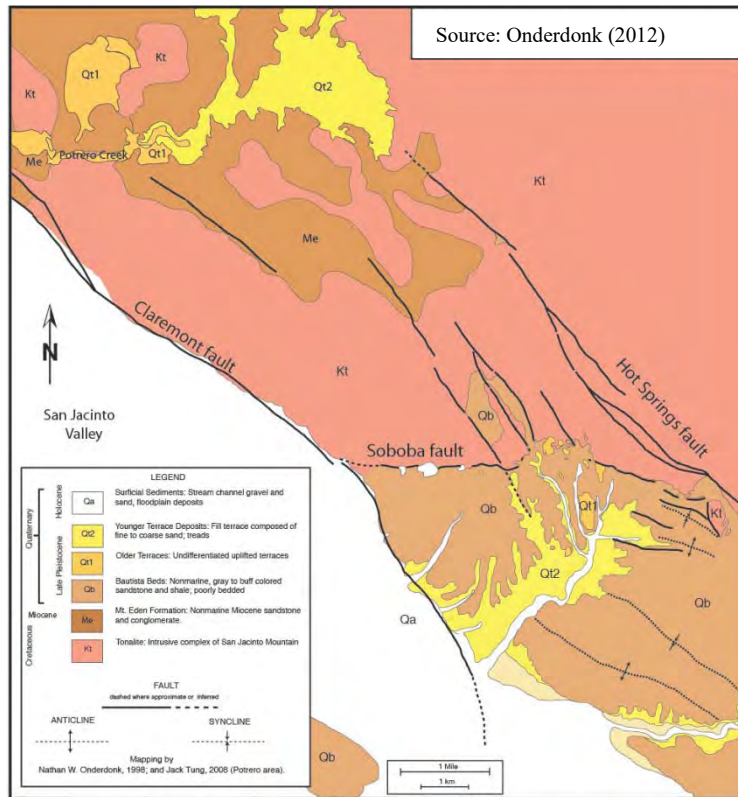


Figure 2-2: Canyon Sub-Basin Area Geologic Map, Northwestern Portion

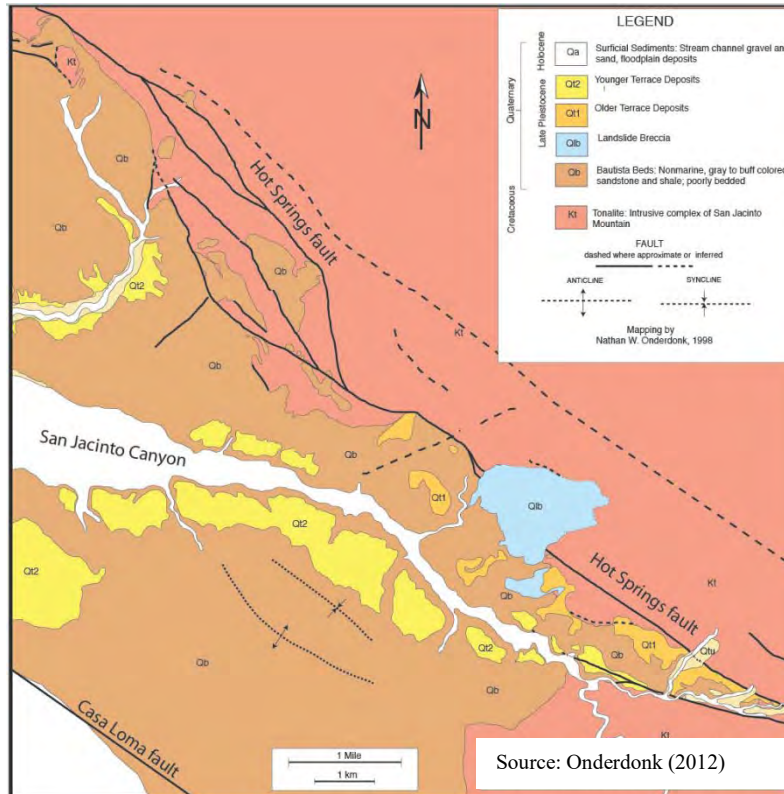


Figure 2-3: Canyon Sub-Basin Area Geologic Map, Southeastern Portion

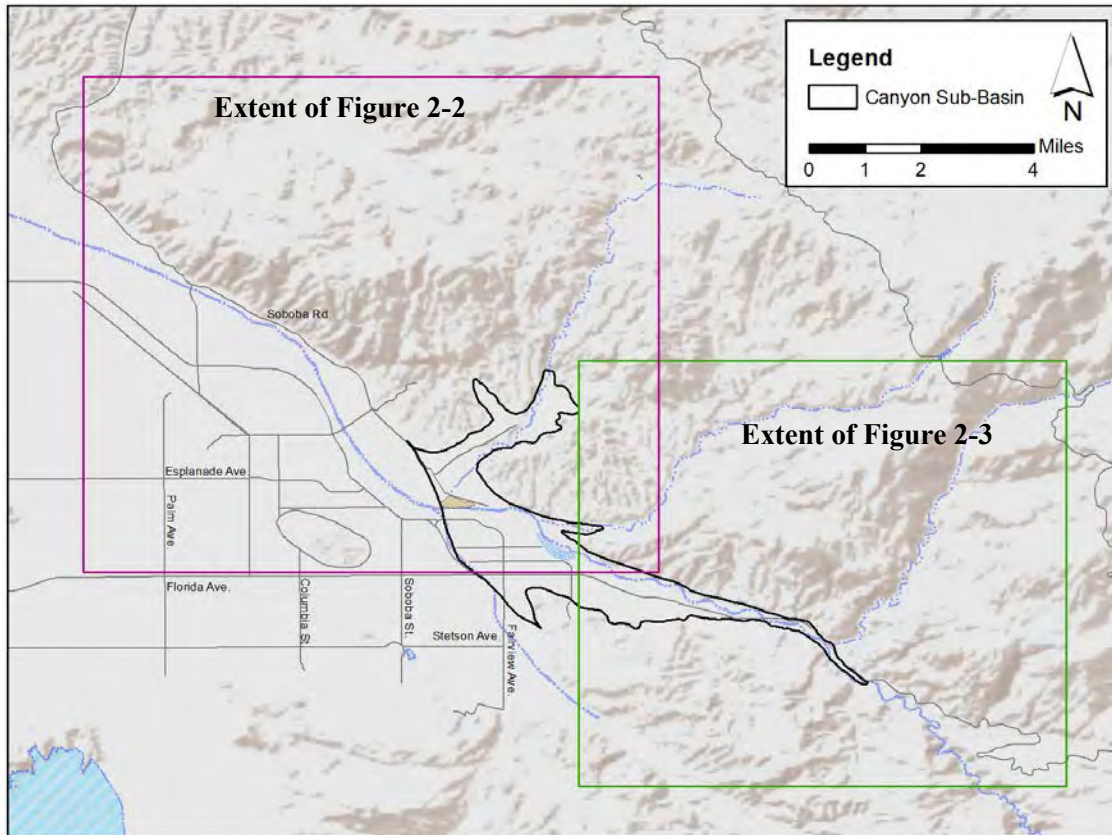


Figure 2-4: Location of Geologic Maps

## Section 3 Current and Historical Conditions

A description of current and historical conditions is provided below for surface hydrology, groundwater production, groundwater levels, and groundwater quality. Data are presented for the full period of record for surface water flow, precipitation, and groundwater elevation. Data for groundwater production and groundwater quality are presented for 1984 - 2013 as these local data sources are generally of higher quality and of higher frequency during this period. Additionally, the 1984 – 2013 time period includes the “Near-Term Average” time period utilized in a previous study of Operational Yield (WRIME, 2003), 1984 – 2001.

### 3.1 Surface Hydrology

#### 3.1.1.1 Rivers and Streams

Three surface water courses flow through the Canyon Sub-Basin and are important components of groundwater recharge. Poppet Creek and Indian Creek both feed into the San Jacinto River (see Figure 3-1), which is the main water course in the Canyon Sub-Basin, flowing from the southeastern portion of the basin to the northwestern corner. The river is intermittent, generally flowing during the winter and spring months. Both LHMWD and EMWD retain surface water diversion rights from the San Jacinto River.

Streamflow has been measured on the San Jacinto River at two locations in and near the Canyon Sub-Basin: an upstream location at the Cranston Gauge (United States Geological Survey [USGS] Gauge Number 11069500) and a downstream location at the State Street Gauge (USGS Gauge Number 11070150). Details of these gauges are provided in Table 3-1, and the locations are shown in Figure 3-2. Photographs of the Cranston Gauge and the State Street Gauge are shown in Figure 3-3 and Figure 3-4, respectively. Gauges have also measured streamflow at several locations over time on Bautista Creek, which is slightly outside of the Canyon Sub-Basin and is tributary to the San Jacinto River upstream of the State Street Gauge.



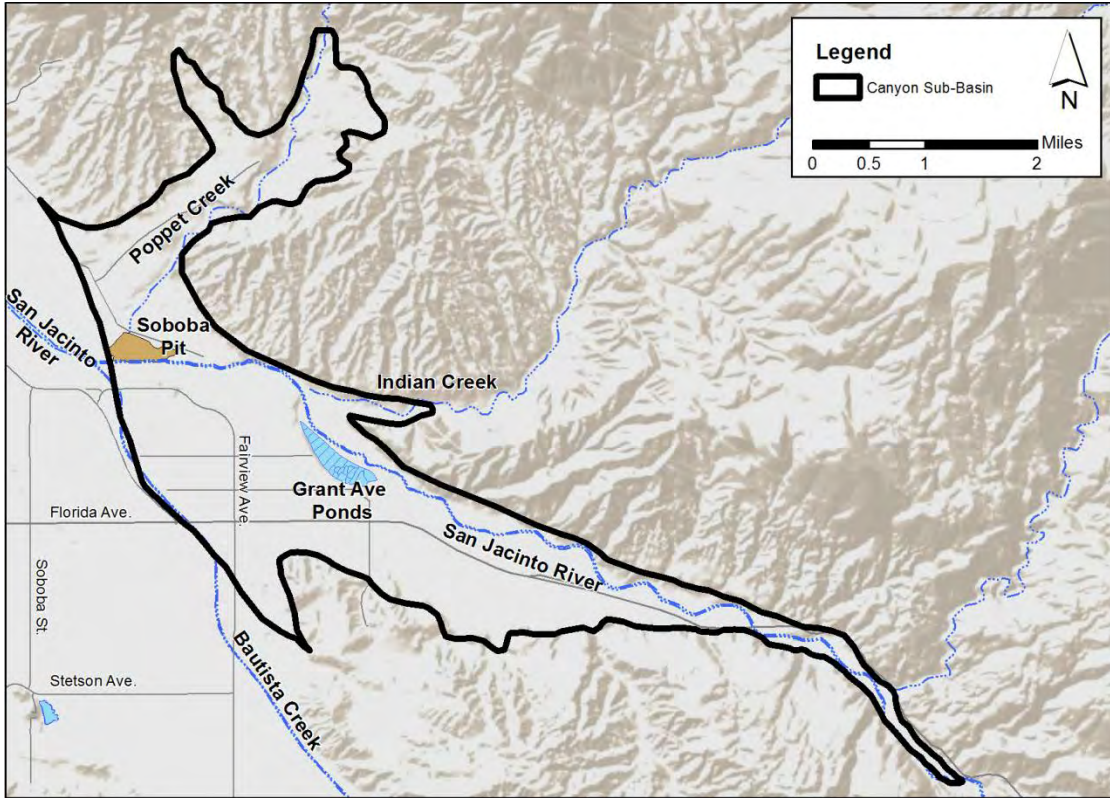


Figure 3-1: Major Hydrologic Features

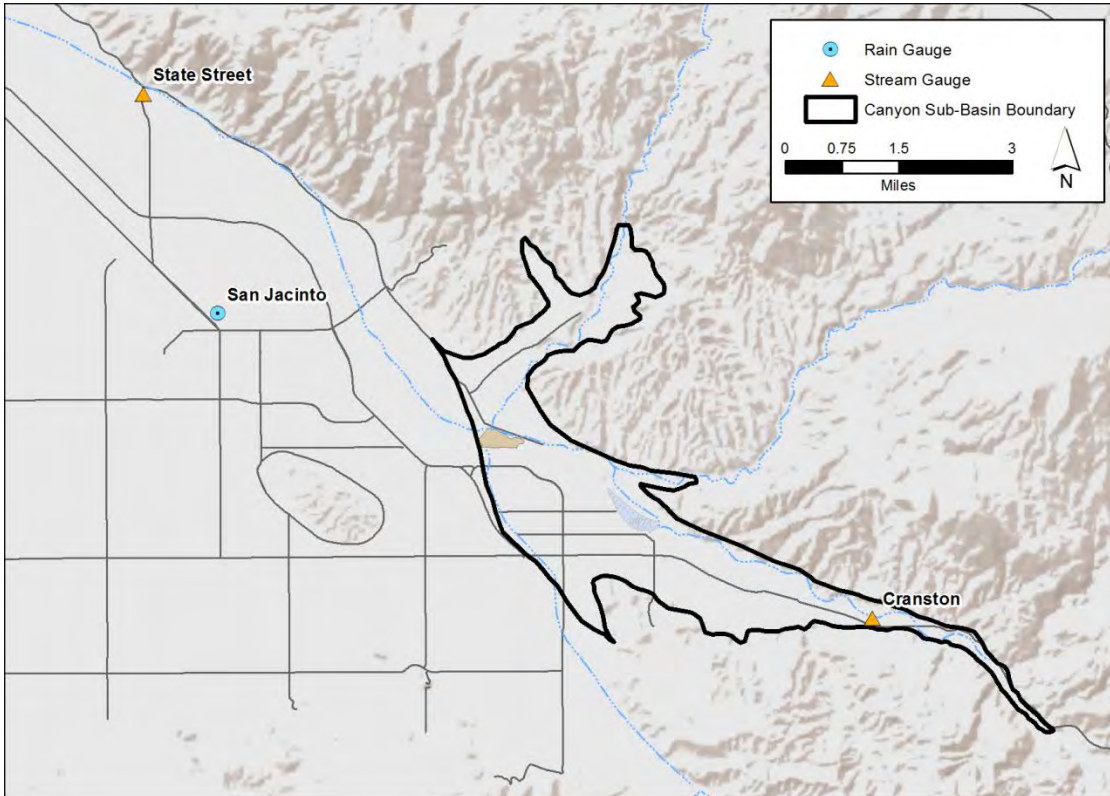


Figure 3-2: Streamflow and Rain Gauge Locations

Table 3-1: Canyon Sub-Basin Area Streamflow Gauges

USGS Gauge Number	USGS Gauge Name	Local Name	Period of Record, Stream Discharge
11069500	SAN JACINTO R NR SAN JACINTO	Cranston Gauge	October 1920 to September 1991, October 1996 to current year.
11070150	SAN JACINTO R AB STATE STREET NR SAN JACINTO CA	State Street Gauge	October 1996 to September 2006, October 2006 to current year, stage only



Figure 3-3: Cranston Gauge



**Figure 3-4: State Street Gauge**

Streamflow measured at the Cranston Gauge is highly variable, both seasonally and from year-to-year. Figure 3-5 shows this variability, with significantly higher streamflows in the spring, little streamflow in the fall, and variability between years. While the Cranston Gauge is the best available source of streamflow data in this area, the USGS (2014) indicates that the records are poor and the Plan participants question the accuracy of the data.

Streamflow in the San Jacinto River is significantly lower downstream of the Canyon Sub-Basin. This is shown through flows recorded at the upstream (Cranston Gauge) and downstream (State Street Gauge) gauges, particularly during low-flow conditions, as presented in Figure 3-6 based on data from the USGS (2014). In the ten year shared period of record, only 4 months recorded total flows above 10 cubic feet per second (cfs) at the State Street Gauge, while during the same period the Cranston Gauge recorded 26 months above 10 cfs. This is the case even though the State Street Gauge also captures flow from the Bautista Creek watershed. Much of the streamflow seen at the Cranston Gauge recharges groundwater prior to reaching the State Street Gauge, largely within the Canyon Sub-Basin streambed or in the Soboba Pit. The Soboba Pit captures all but the highest flows and allows for this water to recharge groundwater. The location of the Soboba Pit is shown in Figure 3-1 and a photograph of the pit during dry periods (January 2014) is shown in Figure 3-7.

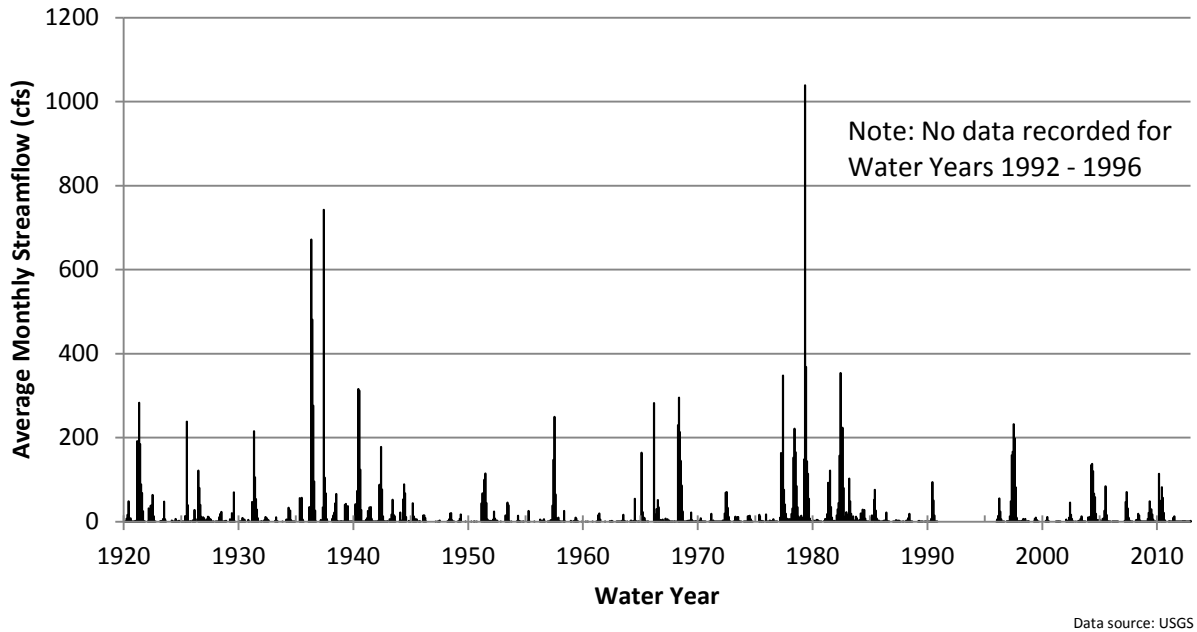


Figure 3-5: Historical San Jacinto River Streamflow, Cranston Gauge, 1920 – 1991 and 1997 - 2013

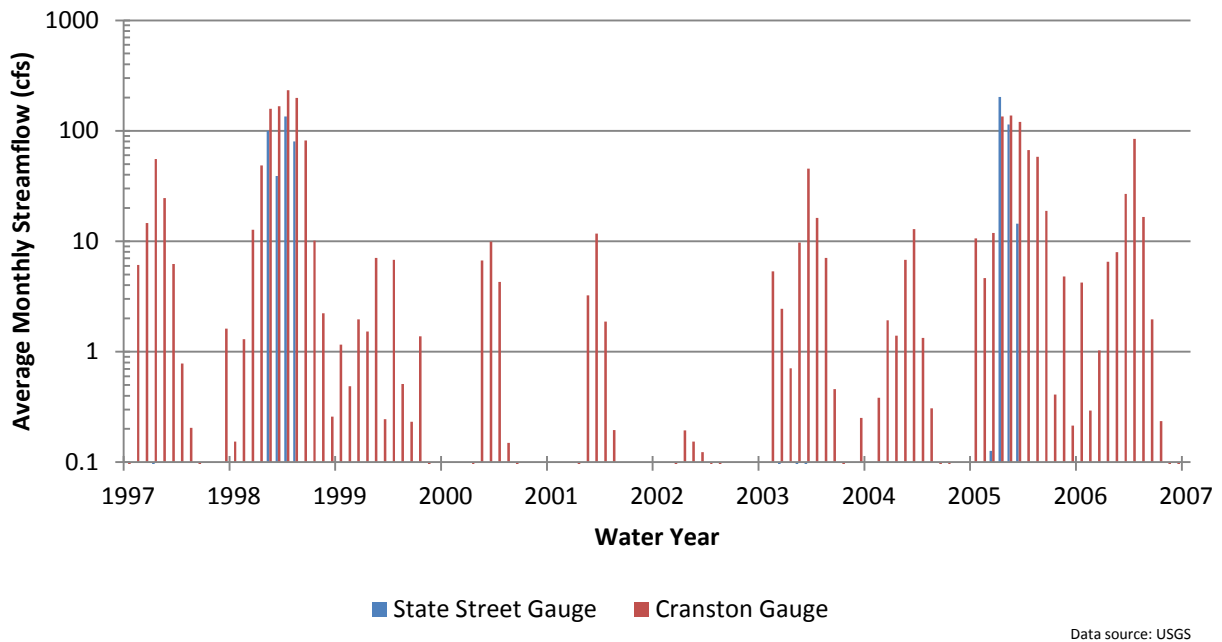


Figure 3-6: Historical San Jacinto River Streamflow, State Street Gauge, 1997 - 2006



**Figure 3-7: Soboba Pit**

### **3.1.1.2 Precipitation**

Like much of Riverside County, Canyon Sub-Basin is a semi-arid environment, with a long-term average rainfall of 12.8 inches per year as recorded at the Riverside County Flood Control and Water Conservation District's (RCFCWCD) San Jacinto gauge (#186) (see Figure 3-2). Due to orographic influences, precipitation on the valley floor within the Canyon Sub-Basin is likely somewhat lower than that recorded at the San Jacinto gauge and precipitation in the mountainous watershed is significantly higher (see Figure 3-8). This higher level of precipitation in the upper watershed contributes to the importance of stream recharge to the groundwater system. Precipitation is variable from year to year, and recent years have been generally dry, with 8 years out of the 10 year period from 2004 – 2013 recording rainfall below the long-term average (see Figure 3-9).

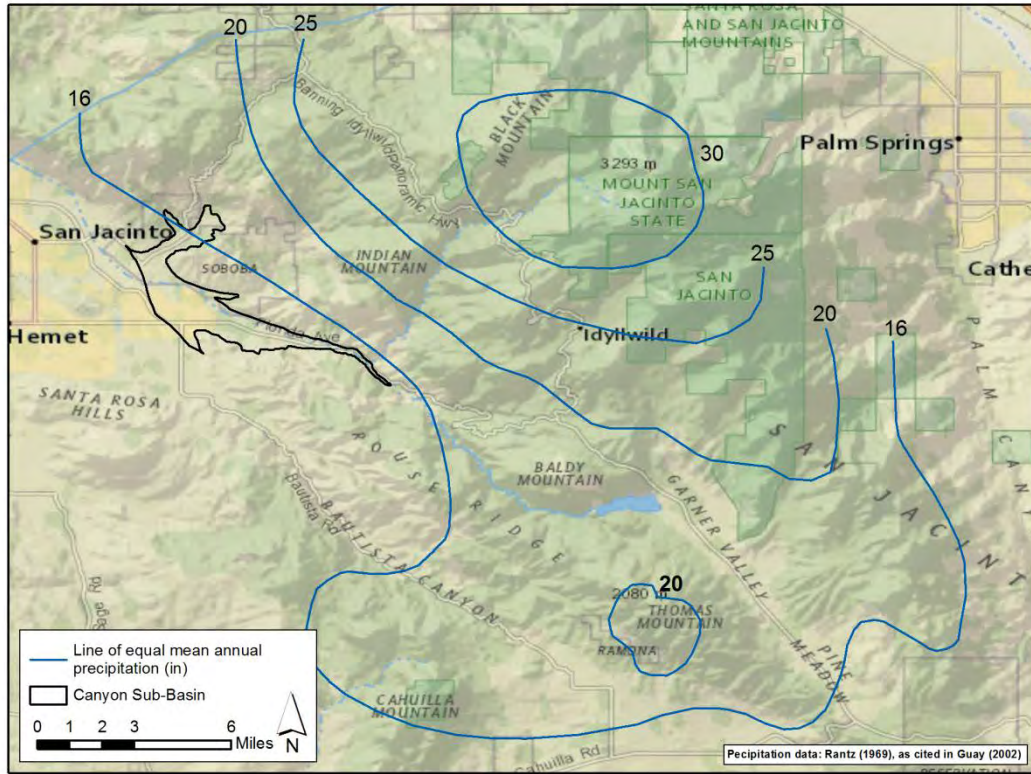


Figure 3-8: Distribution of Average Annual Precipitation

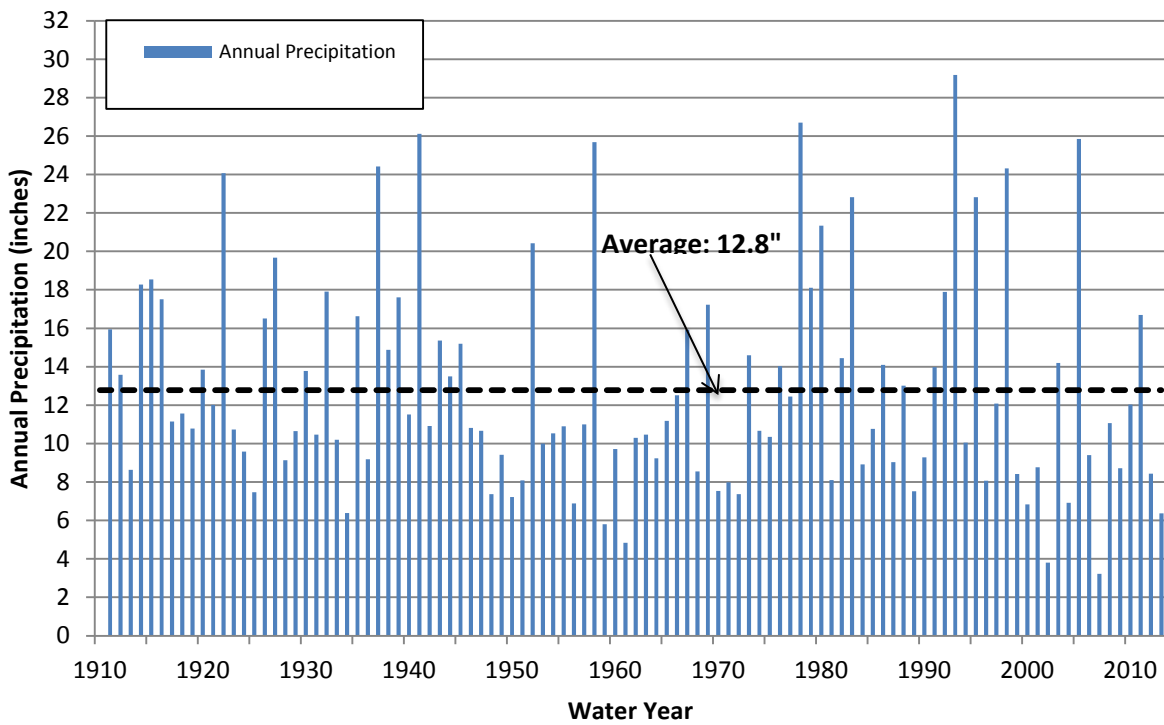


Figure 3-9: Annual Precipitation, San Jacinto Gauge

### 3.1.1.3 Recharge

The primary source of recharge to the Canyon Sub-Basin is through natural recharge from streams and precipitation and return flows from agricultural and municipal users. At times, artificial recharge at the Grant Avenue Recharge Ponds has also contributed to the basin. EMWD retains surface water diversion rights from the San Jacinto River and periodically diverts water to the Grant Avenue Ponds. Imported water can also be recharged at the ponds, although this resource is not always available due to limited supplies. Water is not recharged at the basins every year, as shown in Figure 3-10. The location of the Grant Avenue Ponds is shown on Figure 3-1.

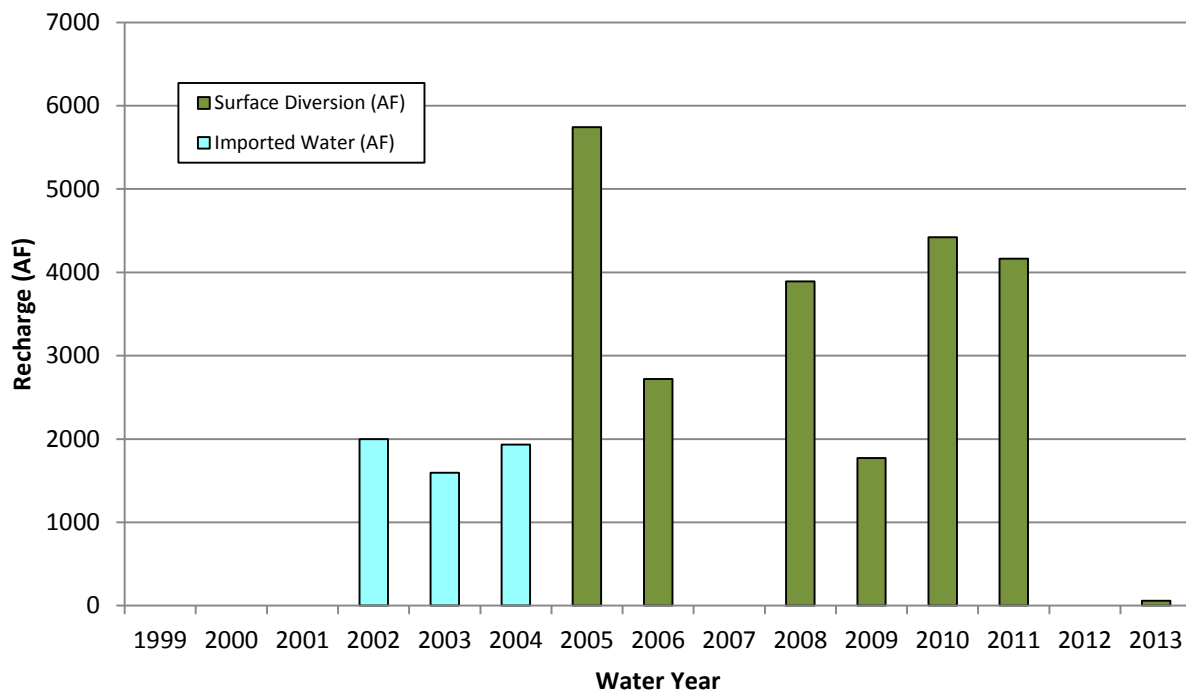


Figure 3-10: Recharge to Grant Avenue Ponds (1999 - 2013)

## 3.2 Groundwater Production

The Canyon Sub-Basin has four major groundwater producers with a combined 24 production wells active during the 1984 – 2013 period, as shown in Figure 3-11. Figure 3-12 shows the production and monitoring wells in the basin. These wells are owned and operated by EMWD, LHMWD, the Soboba Tribe, and several private pumpers. Groundwater production rates in the basin have fluctuated over time, with peak production rates occurring during water years 1986, 1997, and 2006, and subsequent reduction in production, as seen in Figure 3-13. With the exception of the year 2013, groundwater production in the basin has been declining since 2006. The production values may continue to decrease as EMWD and LHMWD are required by stipulated judgment to reduce Adjusted Production Rights<sup>1</sup> of native water by up to 10% per year until the estimated safe yield levels are achieved within the overall Management Area.

<sup>1</sup> Adjusted Production Rights are water rights of a Public Agency or participant as set forth in the stipulated judgment.

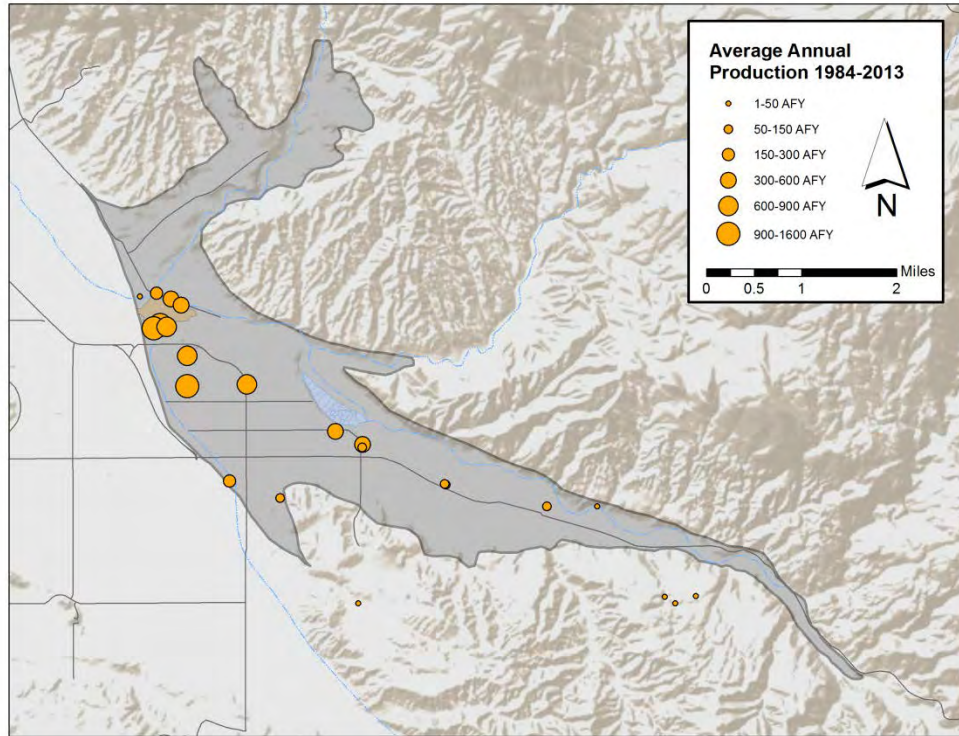


Figure 3-11: Groundwater Production Wells in Canyon Sub-Basin

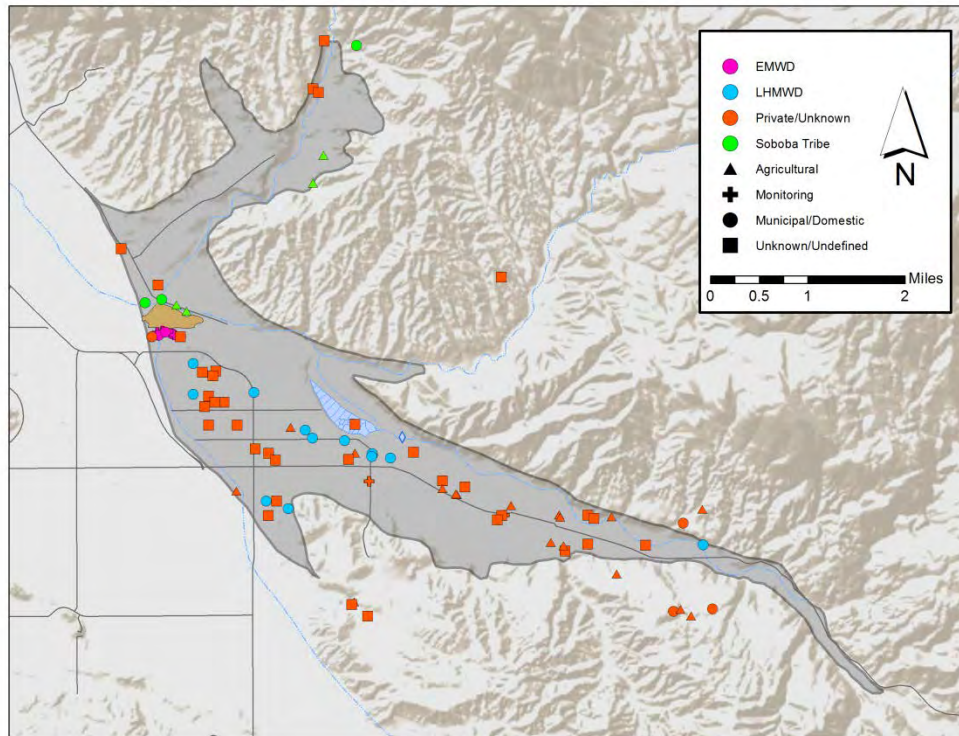
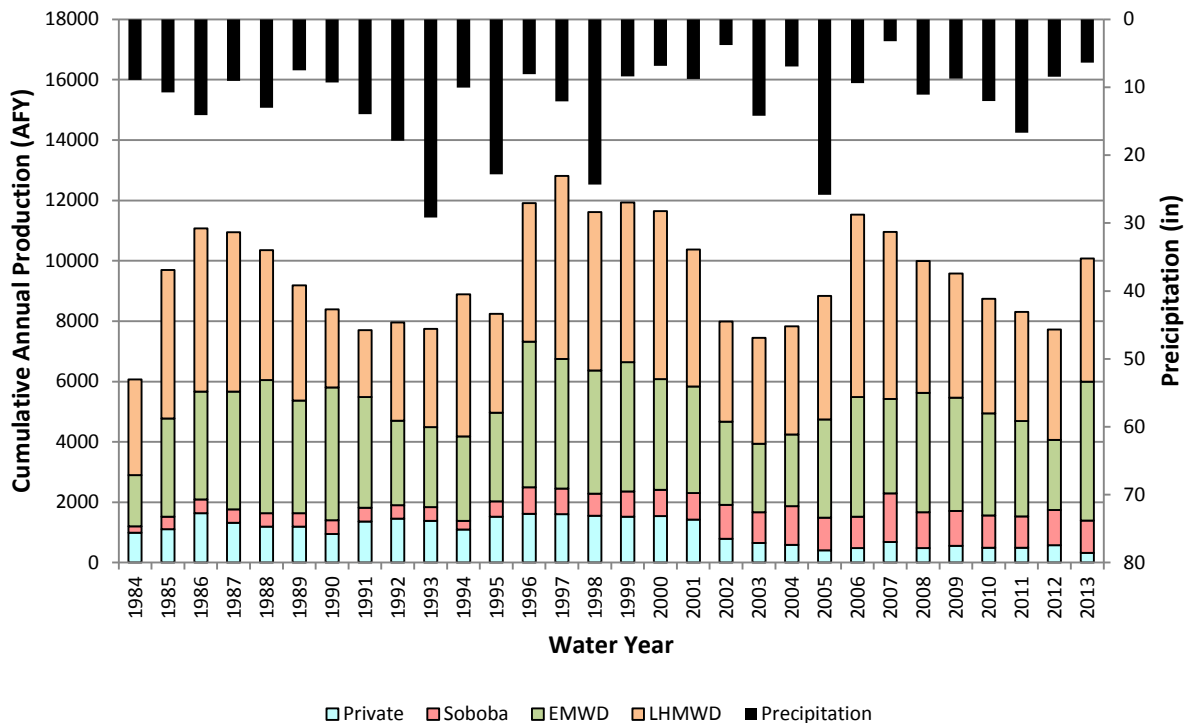


Figure 3-12: Groundwater Wells in Canyon Sub-Basin





**Figure 3-13: Historical Production in the Canyon Sub-Basin (1984 - 2013)**

On average, EMWD and LHMWD produce the majority of the groundwater from the basin, averaging approximately 3,400 AFY and 4,200 AFY, respectively, over the 1984 to 2013 period. This amounts to approximately 80% of the average groundwater produced in the basin. From 1984 to 2013, EMWD and LHMWD production volumes have remained generally constant, while the Soboba production has increased over time, based on statistical analysis using the Mann-Kendall test<sup>2</sup>. Private pumpers displayed the opposite trend with decreasing production during this time.

Typically, all producers have higher production rates during the summer months when water demands are high and decrease production during the winter months. Table 3-2 provides average production rates in the basin from 1984 to 2013. The 1984 to 2013 time period is presented due to the significantly better data record for groundwater production available starting around 1984.

**Table 3-2: Groundwater Production Wells and Average Production Rates, 1984 - 2013**

Producer	Wells	Average Production from 1984 - 2013 (AFY)
EMWD	3	3,448
LHMWD	7	4,240
Soboba Tribe	4	770
Private Pumpers	10	1,033
<b>Total</b>	<b>24</b>	<b>9,491</b>

<sup>2</sup> Mann-Kendall analysis is a data trend analysis tool to determine if the values of a variable generally increase or decrease over a period of time in statistical terms (Helsel & Hirsch, 1992). Parametric or non-parametric statistical tests can be used to decide whether there is a statistically significant trend.

### 3.3 Groundwater Elevation

Groundwater elevations within Canyon Sub-Basin respond rapidly to changing hydrologic conditions in the basin. Trend analysis over the 1984 – 2013 time period was performed for 30 wells with sufficient groundwater elevation data using the Mann-Kendall test, with results presented Table 3-3. Eleven wells displayed a negative trend, all of which were EMWD or LHMWD wells. Thirteen wells exhibited no trend, and six wells showed an increasing trend. The Soboba and private pumper wells typically had no trends in water elevation data or recorded an increase in elevations. In general, these wells had shorter historical periods and may not capture the full hydrologic conditions for 1984 – 2013.

Hydrographs are presented in Figure 3-14 and Figure 3-15, which generally show groundwater levels decreasing from 1987 to 1992, when California was experiencing a drought, followed by a recovery back to near the elevations prior to the drought period. However, many wells show groundwater elevations declining again with the next dry period, starting around 1999.

**Table 3-3: Groundwater Elevation Trends in Canyon Sub-Basin Wells, 1984 - 2013**

Decreasing Elevations	No Trend	Increasing Elevations
EMWD 05 Cienega	EMWD 07 Cienega	EMWD 34 Cienega
EMWD 06 Cienega	EMWD 17 Cienega	LHMWD 15
EMWD 08 Cienega	LHMWD 01	Soboba DW 03
EMWD 26 Cienega	LHMWD 01A	Soboba DW 04
LHMWD 02	LHMWD Georgiana	McMillan Acacia
LHMWD 03	Soboba DW 01	Washburn Pepper Tree
LHMWD 04	Soboba IW 02	
LHMWD 05	Fruitvale MWC	
LHMWD 06	Howard, G. S.	
LHMWD 10	Lindquist, R.	
LHMWD 14	Lypps	
	McMillan Bee Canyon	
	Washburn Grant/Florida	

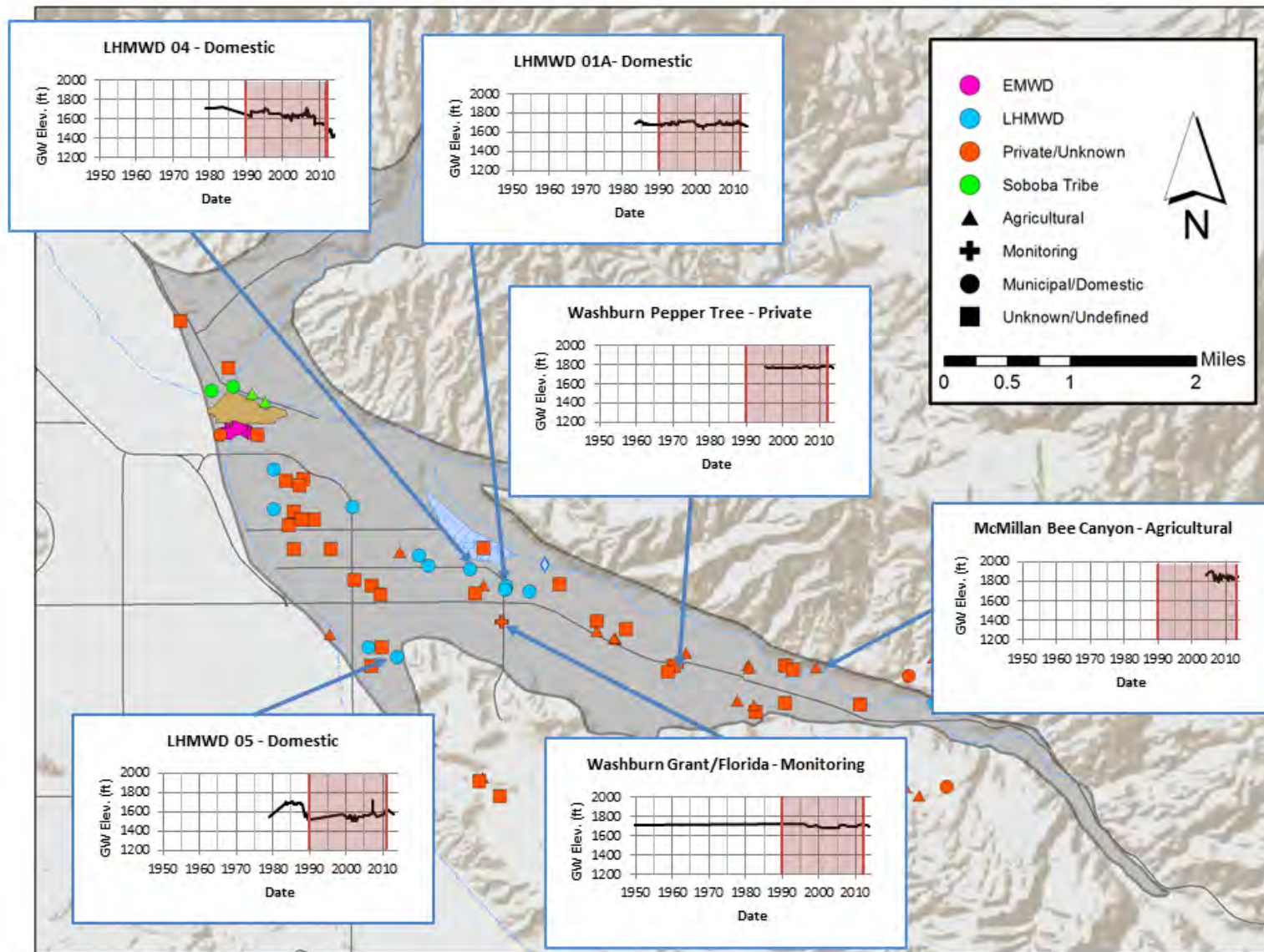


Figure 3-14: Hydrographs for Select Wells in the Canyon Sub-Basin (1 of 2)

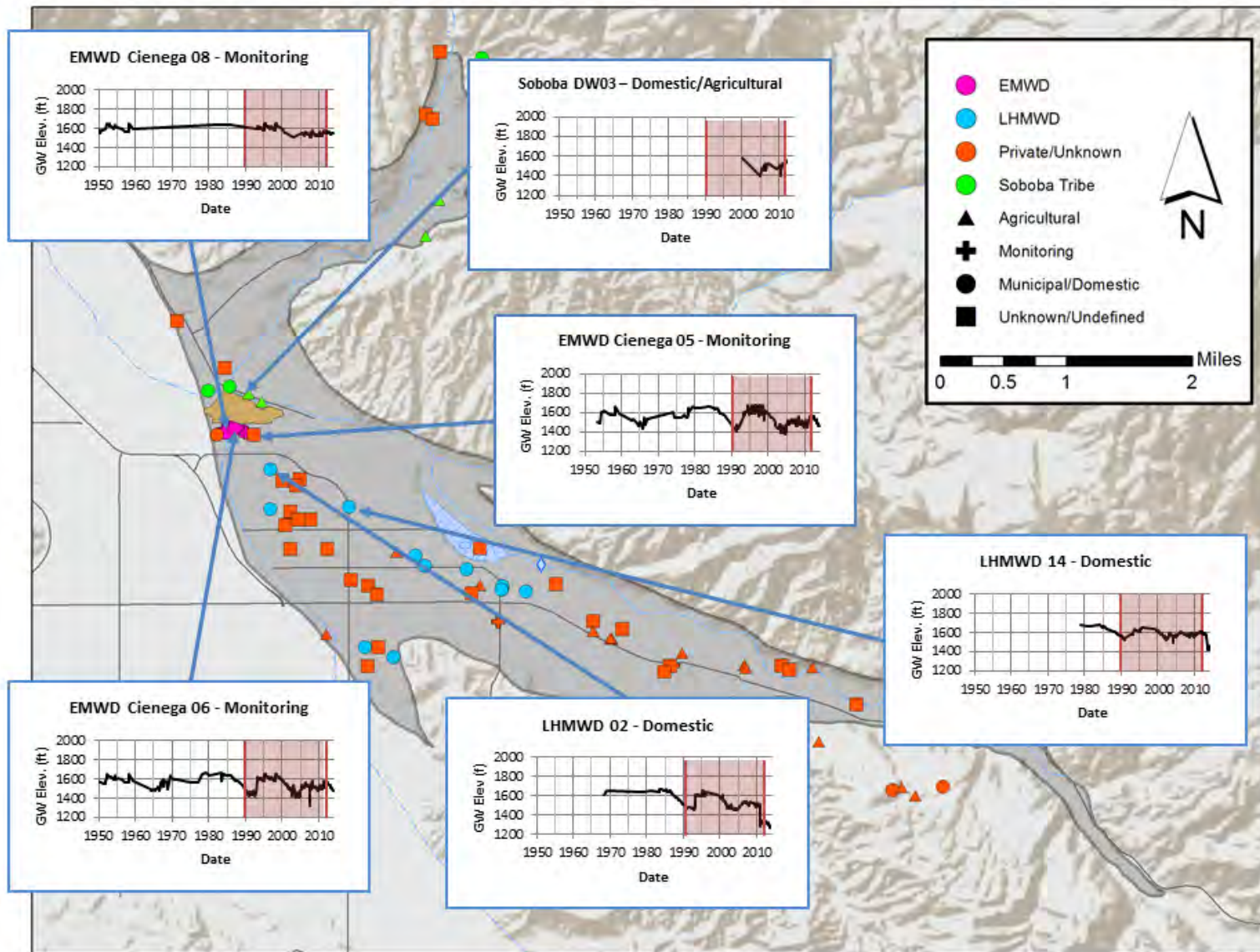


Figure 3-15: Hydrographs for Select Wells in the Canyon Sub-Basin (2 of 2)

## 3.4 Groundwater Quality

While groundwater quality in the Canyon Sub-Basin is generally of very high quality, there are areas of groundwater quality concerns. Maintaining the high quality of groundwater limits the sources of water for artificial recharge. The primary constituents of concern in the Canyon Sub-Basin are total dissolved solids (TDS) and nitrate. Groundwater quality is impacted at times in a few wells by these constituents, exceeding thresholds set by the Division of Drinking Water Program at the State Water Resources Control Board (State Water Board), formerly part of the California Department of Public Health (CDPH).

Note that values presented in this section are for raw water and are not necessarily indicative of delivered water quality. Additionally, a single detection of a contaminant may not indicate contamination, and the State Water Board would not consider a single detection of a contaminant, if unconfirmed with a follow-up detection, to be an actual finding. Finally, raw water may be treated or blended prior to delivery, or may not be used for drinking water supply purposes. Water quality information is presented here to summarize aquifer conditions for the 1984 – 2012 period; information on delivered water quality can be obtained from EMWD or LHMWD through their annual Water Quality Reports.

### 3.4.1.1 Total Dissolved Solids (TDS)

California's secondary maximum contaminant level (SMCL) for TDS is divided into three different levels:

- Recommended Level: 500 milligrams per liter (mg/L)
- Upper Level: 1,000 mg/L
- Short Term Use Level: 1,500 mg/L

SMCLs address esthetics such as taste and odor, and do not necessarily indicate health concerns at concentrations above the threshold.

EMWD, LHMWD, and Soboba Tribe wells have good groundwater quality in regards to TDS, with only one instance with a sampled concentration greater than the 500 mg/L Recommended SMCL during the 1984 – 2012 period. No wells showed concentrations above the Upper SMCL of 1,000 mg/l. Private wells have had the highest TDS concentrations in the basin, especially the Washburn Pepper Tree well, which has consistently reported concentrations of 500 mg/L or more, which is above the Recommended SMCL, but below the Upper SMCL. Historical TDS concentrations in the basin can be found in Figure 3-16.

### 3.4.1.2 Nitrate

The State Water Board has set a primary drinking water maximum contaminant level (MCL) for nitrate (as  $\text{NO}_3$ ) at 45 mg/L for public water systems. MCLs are health protective drinking water standards to be met by public water systems. MCLs take into account not only chemicals' health risks but also factors such as their detectability and treatability, as well as costs of treatment (CDPH, 2014) .

Three of 28 wells with data have at least one measurement above the MCL during the 1984 – 2012 period. The only wells with consistently elevated nitrate concentrations are private wells. The Washburn Grant/Florida well has recorded nitrate concentrations ranging from 47 to 68 mg/L and averaged over 50 mg/L during this time. Figure 3-17 shows the historical nitrate concentrations for each well owner.

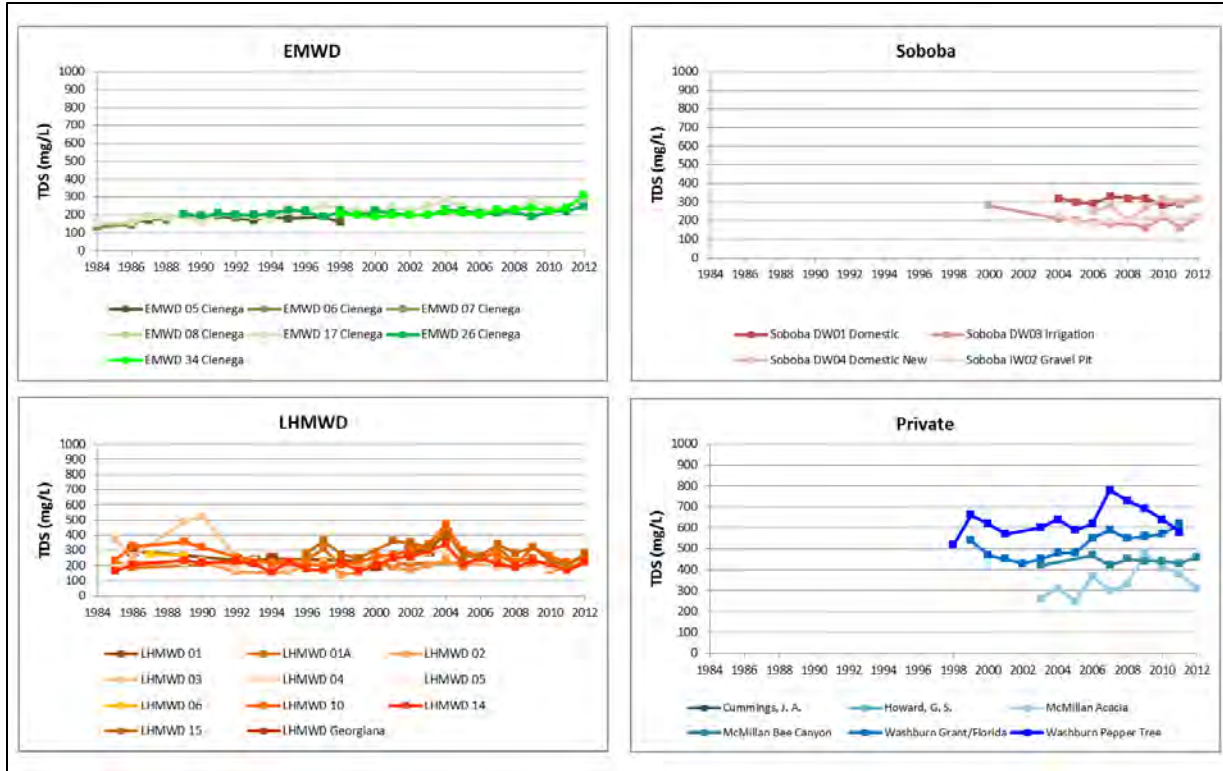


Figure 3-16: Historical TDS Concentrations

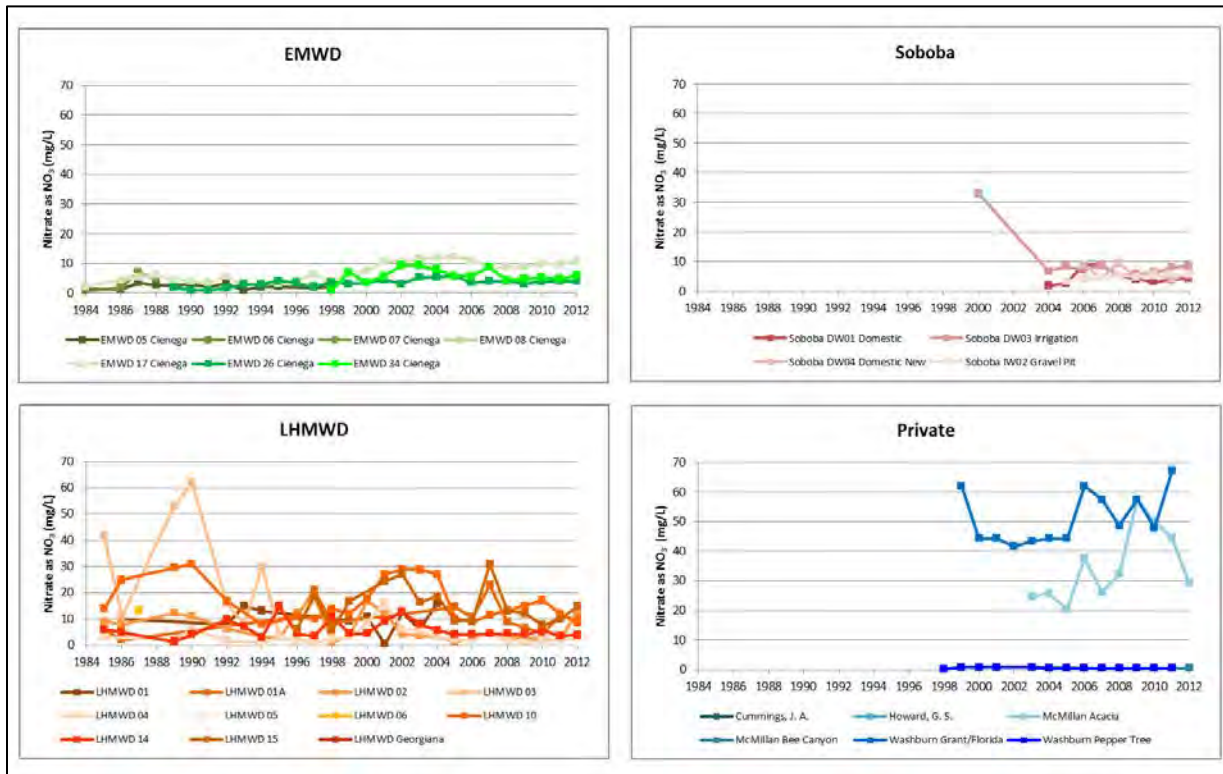


Figure 3-17: Historical Nitrate Concentrations

## Section 4 Planning Storage Estimates

Planning Storage estimates were developed to relate groundwater elevations in the Canyon Sub-Basin to overall Planning Storage. Planning Storage refers to the estimate of groundwater in storage in the portion of the Canyon Sub-Basin aquifer that is readily accessible to groundwater wells. As the Planning Storage does not represent total groundwater in storage, the values are relevant only to this Plan and are not necessarily applicable to other storage studies.

### 4.1 Planning Time Period

A time period of 1990 – 2012 was selected for the analyses in this Plan, including the estimate of Planning Yield and the development of Planning Storage estimates. The 1990 – 2012 time period was selected based on three criteria: high quality data, reflective of long-term hydrologic conditions, and reflective of existing basin conditions. Data quantity and quality were generally higher in more recent years as data collection efforts have increased. Also, basin conditions were more similar to today in more recent years due to changes in land uses. Thus, the analysis to identify a period that was reflective of long-term hydrologic conditions focused on the more recent time period.

Identification of a period indicative of long-term hydrologic conditions was performed through analysis of long-term precipitation records for the Canyon Sub-Basin area. Figure 4-1 shows the annual precipitation and cumulative departure from mean precipitation at RCFCWCD's San Jacinto gauge (#186). This gauge was selected for analysis of historical hydrology as it had a longer and more complete period of record than other nearby gauges. The average precipitation at San Jacinto over the 1911 – 2013 time period was 12.8 inches per year. Individual dry years and wet years can be easily seen as plotting below or above the average annual precipitation, respectively. Long-term trends are best seen through the cumulative departure from mean precipitation. The cumulative departure line adds the difference between a year's precipitation and the average precipitation to the sum of the prior years' differences. In this way, the cumulative departure displays wet periods with upwards slopes and dry periods with downwards slopes. Figure 4-1 shows:

- Wet periods: 1911 – 1916, 1937 – 1945, 1978 – 1983, 1991 – 1998
- Normal periods: 1917 – 1936
- Dry periods: 1946 – 1977, 1984 – 1990, 1999 – 2013

The time period was selected to be representative of long-term normal conditions. This would be presented in the cumulative departure from mean precipitation line as a period where the starting cumulative precipitation and ending cumulative precipitation are similar. The time period may include wet, dry, and normal periods which, when taken together, provide average annual precipitation near the long-term (1911 – 2013) average. 1990 – 2012 is such a time period and was selected, with an average annual precipitation the same as the long-term average: 12.8 inches per year.

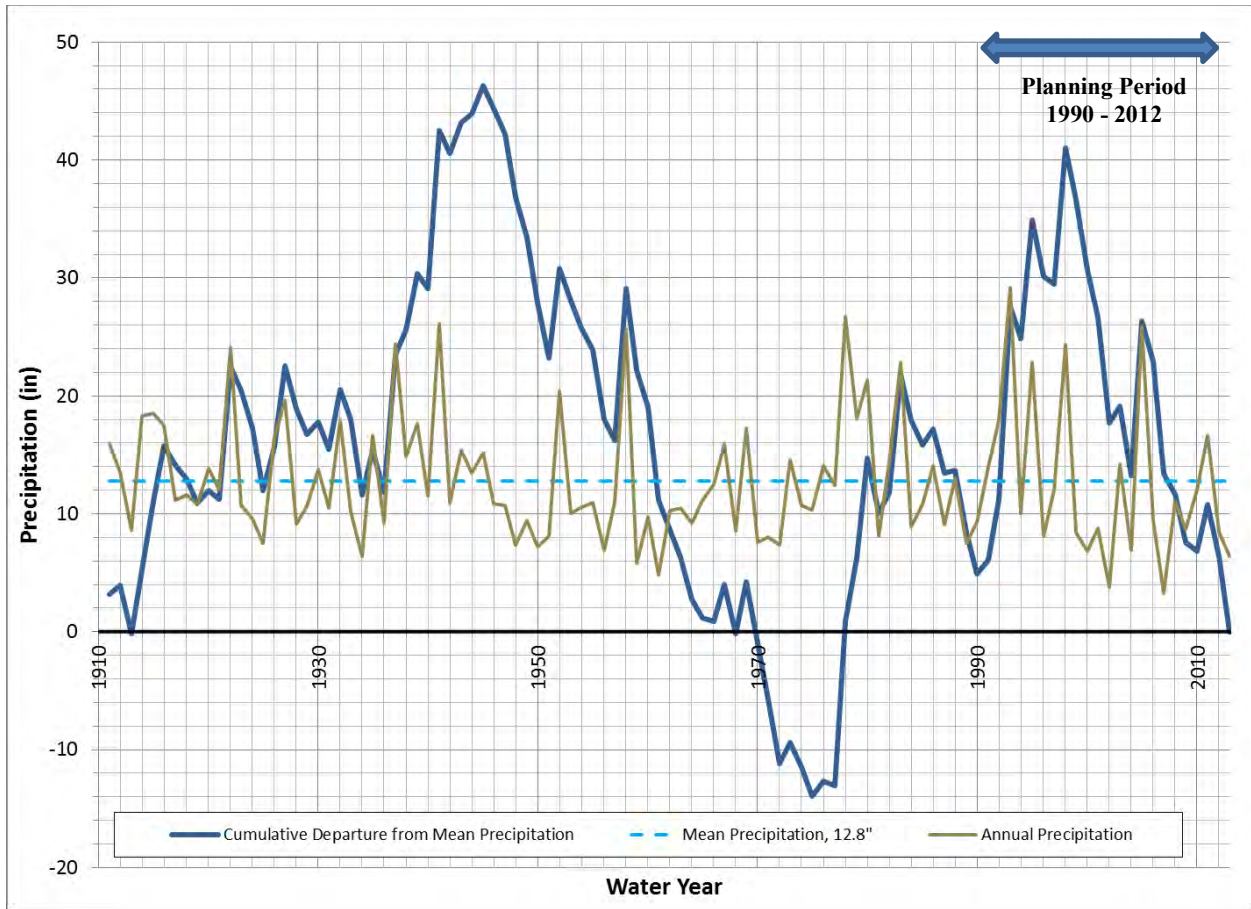


Figure 4-1: Annual Precipitation, San Jacinto



## 4.2 Methodology

The development of the Planning Storage estimates included defining the extent of the basin for planning purposes, developing contours, estimating specific yield, and calculating the estimate of Planning Storage for each spring from 1990 – 2012, as well as for hypothetical dry years.

Storage estimates were developed for the portion of the basin that generally contains groundwater elevation data and that is generally used for water supply. Not included in the estimates were areas up Poppet Creek, Indian Creek, and the upper portions of the San Jacinto River (upstream of well data). These areas were included in the storage estimate through a constant value (19,500 AF) developed based on uniform depth-to-water extending up each arm of the basin. Also not included in the estimate was the portion of the aquifer deeper than the water supply wells. The total depth of the aquifer was not known and thus this value could not be estimated. As several components of total basin storage were not included in the estimates, this value is termed “Planning Storage” and is not an estimate of overall groundwater in storage in the basin.

Contours were developed to define the upper surface of the aquifer. The contours were based on available existing contour maps and historical groundwater elevation data. Contour maps developed by EMWD for each year from 2007 – 2012 were reviewed and updated to include additional groundwater elevation data provided by the Soboba Tribe. For the years prior to 2007, with no existing contour maps available, new contours were developed based on existing historical groundwater elevation data. Contour maps were developed to be as consistent as possible with the historical data and the contour maps for the previous and subsequent years. This methodology was intended to allow for consistent estimates across years, even though there was variability in data available from year to year.

Contour maps were also developed for hypothetical low groundwater elevation conditions to develop information for groundwater conditions that were lower than what had been experienced during the 1990 – 2012 time period. Contours from the year with the lowest groundwater elevations (1991) were adjusted downward. The adjustment was developed based on four potential critical groundwater elevations at Soboba Tribe wells. The exact groundwater elevations were not critical for this purpose, as these values were used to develop storage curves rather than individual data points. Near the Soboba wells, the contoured levels were reduced to the lower groundwater elevation. Farther from the wells, the contours were reduced by the same amount, but multiplied by an adjustment factor that relates how groundwater levels had historically declined. The adjustment factor was a ratio of wet period groundwater elevations (1996) to dry year groundwater elevations (1991), and allowed for greater reductions in groundwater elevations in the Cienega area compared to the rest of the basin (Figure 4-2). This is consistent with historical conditions as the Cienega area has both focused production and focused recharge, resulting in higher variability in groundwater elevations.

The volume of saturated aquifer, again, for the portion of the basin that generally contains groundwater elevation data and that is generally used for water supply, was then calculated. The calculations were performed using the grid and basin geometry defined in the Soboba Tribe groundwater model (Aspect Consulting, 2008). For each model grid cell, the area of the cell was multiplied by the difference between the contour elevation and the elevation of the bottom of the model. The values for each cell were added to estimate the volume of saturated aquifer.

Specific yield is the amount of water that can drain freely from a unit volume of aquifer. This value is used to estimate the amount of groundwater in storage based on the volume of saturated aquifer. A value of 0.15 was used for specific yield, which is consistent with previous estimates for the EMWD groundwater model (0.15) and the Soboba Tribe groundwater model (0.12 – 0.16). An estimate of Planning Storage was developed for each year by multiplying the saturated aquifer volume by the specific yield estimate.

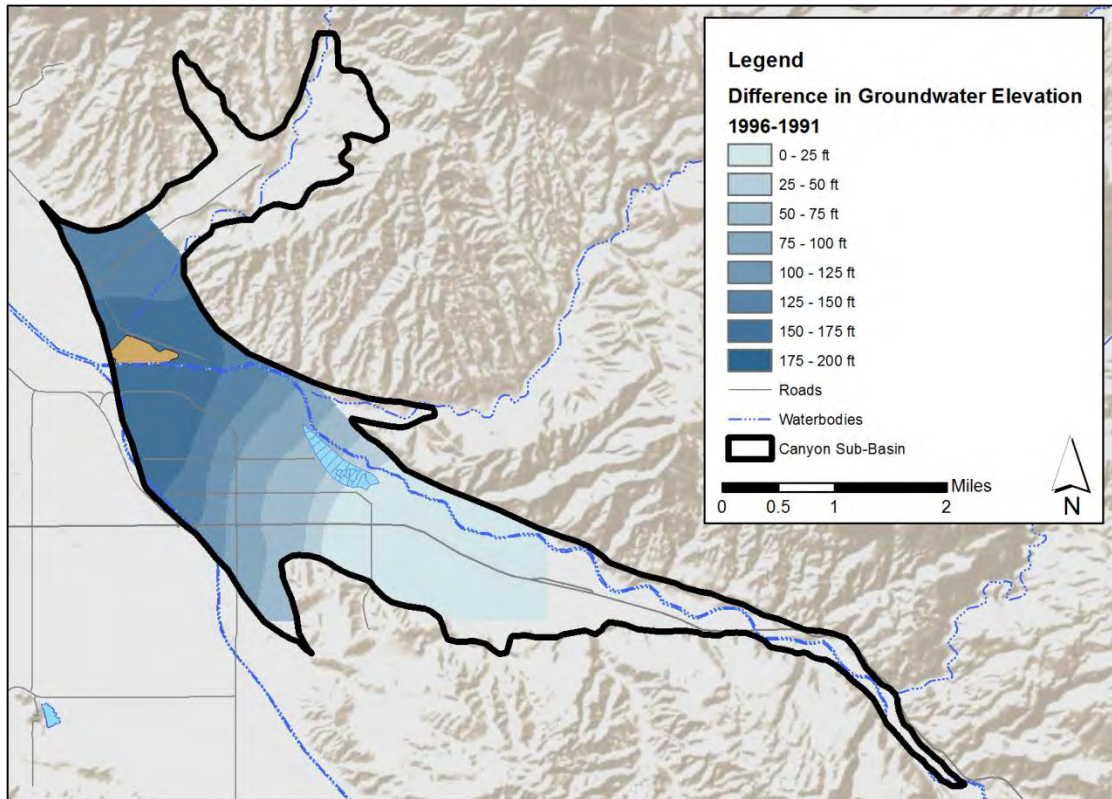


Figure 4-2: Difference in Groundwater Elevations, 1996 – 1991

### 4.3 Results

Planning Storage estimates were developed for each spring from 1990 – 2012 and for hypothetical low groundwater level conditions. The annual Planning Storage estimates are shown in Figure 4-3. These values were used to develop Planning Storage Curves to relate Key Well groundwater levels to Planning Storage estimates (see Section 6.2) and to relate critical groundwater levels to storage-based trigger levels (see Section 6.3).

The estimates showed that, during the 1990 – 2012 time period, historical Planning Storage varied from a low of 201,000 AF to a high of 236,000 AF, representing a range of 35,000 AF.

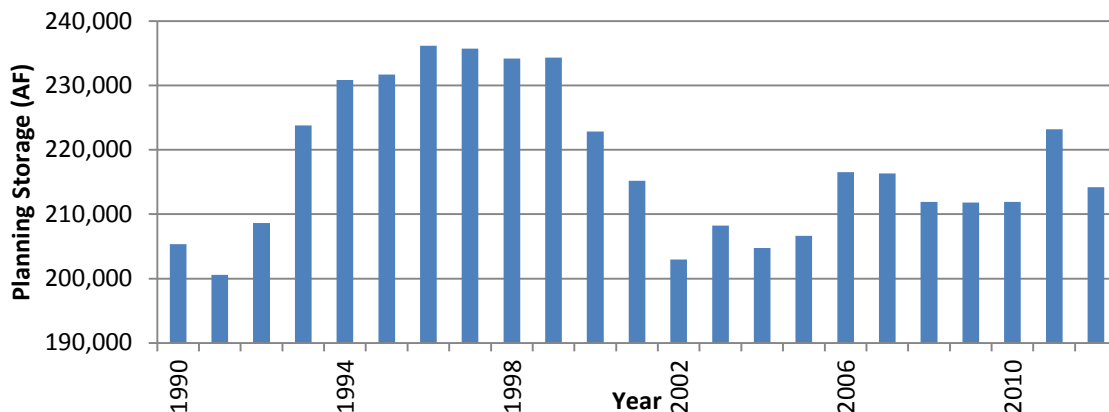


Figure 4-3: Estimates of Historical Planning Storage

## Section 5 Planning Yield Estimate

Planning Yield was developed for the sole purpose of managing groundwater in the Canyon Sub-Basin through this Plan. While the Planning Yield has its basis in the concepts of Safe Yield and Sustainable Yield, it was not intended to meet the broader needs of those terms. Planning Yield was defined by the Plan participants as:

*A planning-level value representing the long term, average quantity of water supply in the Canyon Sub-Basin that can be produced without causing undesirable results, including the gradual reduction of natural groundwater in storage over long-term hydrologic cycles.*

The methodology and results are provided in the following sections.

### 5.1 Methodology

Based on the definition above, Planning Yield was estimated through a water balance over a long-term, recent, hydrologically-balanced period (See Section 4.1). For each year, an annual estimate of Planning Yield was developed by adding the estimated change in groundwater in storage for that year to that year's estimated groundwater production. These annual estimates were averaged over the 23-year hydrologic sequence (1990 – 2012) to develop the estimate of Planning Yield, as shown in Equation 1, below.

$$\text{Planning Yield} = \frac{\sum_{i=1990}^{2012} (\text{Change in Groundwater in Storage}_i + \text{Groundwater Production}_i)}{23} \quad [1]$$

Not included in the change in storage was the artificial recharge of imported water, as this is a management decision which may or may not occur in the future.

#### 5.1.1 Change in Storage

Change in groundwater in storage was estimated through a water balance. The water balance approach estimated inflows and outflows from the basin and then subtracted those values to estimate the change in storage. This method also allowed for a better understanding of the relative importance of inflow and outflow components which helps support management efforts.

The water balance approach to estimation of change in groundwater in storage contained numerous components. These components are listed below and shown graphically in Figure 5-1. Data sources and assumptions for each item are provided in the following subsections.

- Inflows
  - Precipitation Recharge
  - San Jacinto River Recharge
  - San Jacinto River Tributaries Recharge
  - Artificial Recharge (only water of local origin from the San Jacinto River, which occurs at Grant Avenue Ponds, was included in the analysis)
  - Agricultural Applied Water Recharge, including areas served by LHMWD and the Soboba Tribe
  - Municipal and Industrial (M&I) Use Recharge, including sewerage areas served by LHMWD and areas with onsite wastewater treatment systems (OWTS or septic tanks) served by LHMWD and the Soboba Tribe
- Outflows
  - Groundwater Production
  - Subsurface Flow between Canyon and Upper Pressure

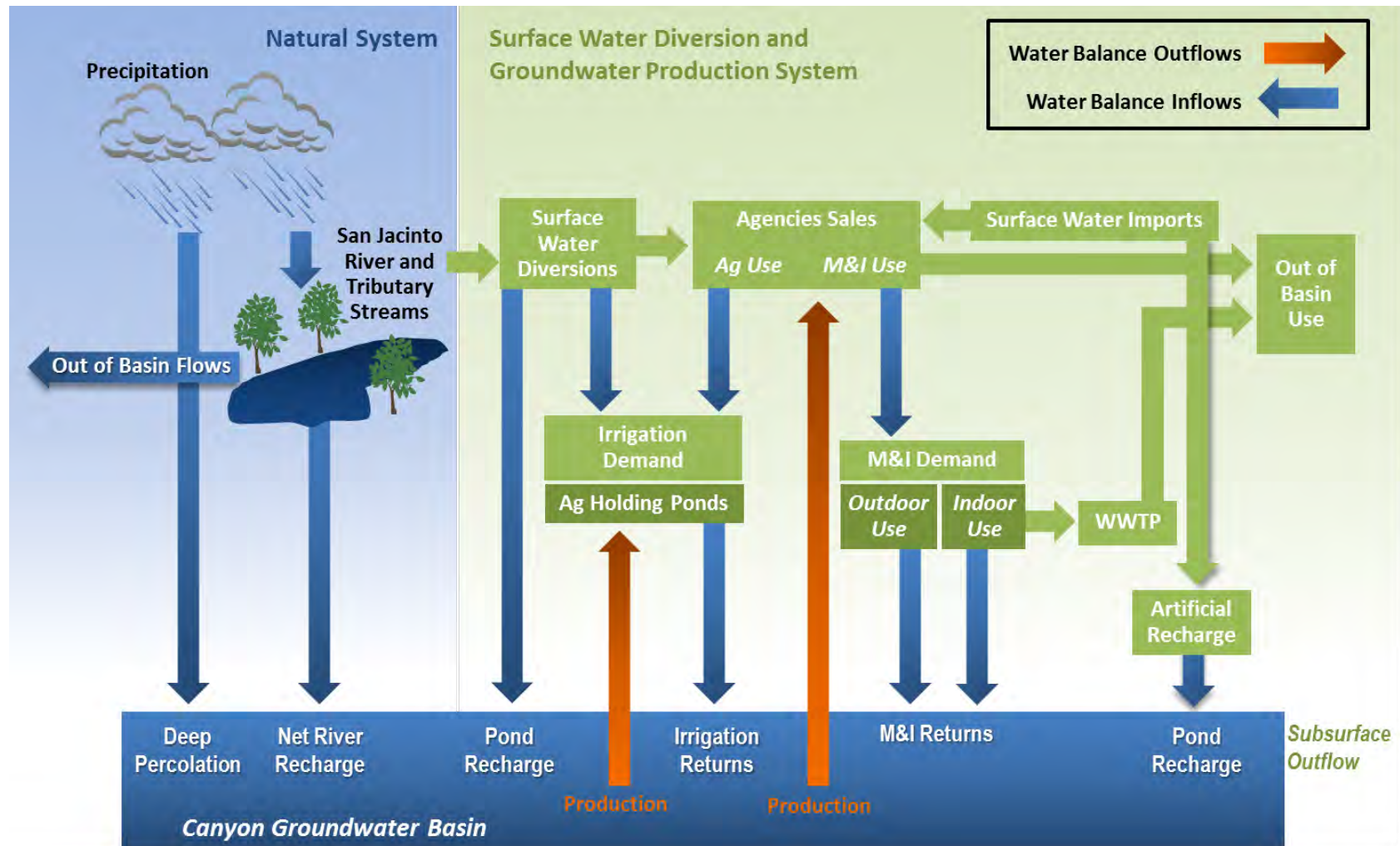
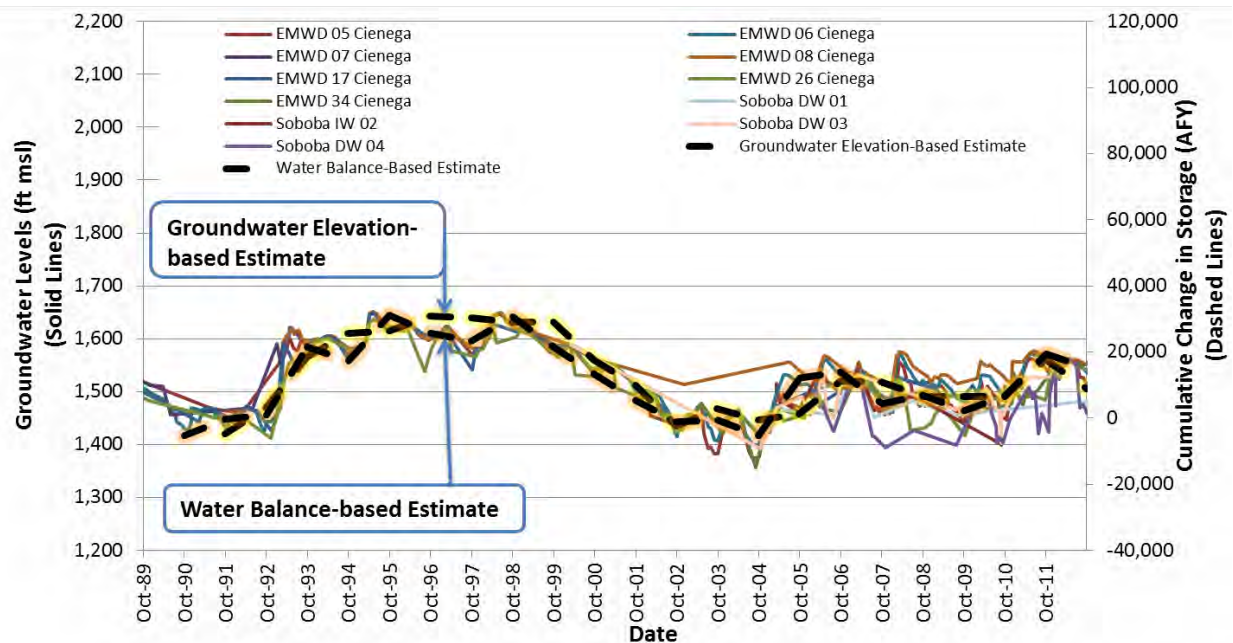


Figure 5-1: Schematic Water Balance for the Canyon Sub-Basin

A second method, analyzing the change in groundwater elevation, was also developed in coordination with the Storage Curve development (Section 4) and was used as a verification for the water balance-based estimate. Figure 5-2 compares the two estimates of storage and also compares to groundwater elevations in the Canyon Sub-Basin. The figure highlights groundwater elevations from Cienega-area wells and shows close correlation between the two methods and with groundwater elevation trends. The storage estimates also matched well with other groundwater elevations in the basin after adjusting for magnitude differences.



**Figure 5-2: Quality Control Comparison of Cumulative Change in Storage Estimates Using Planning Yield and Planning Storage Methodologies, and Groundwater Elevation at Cienega-Area Wells**

## 5.1.2 Inflows

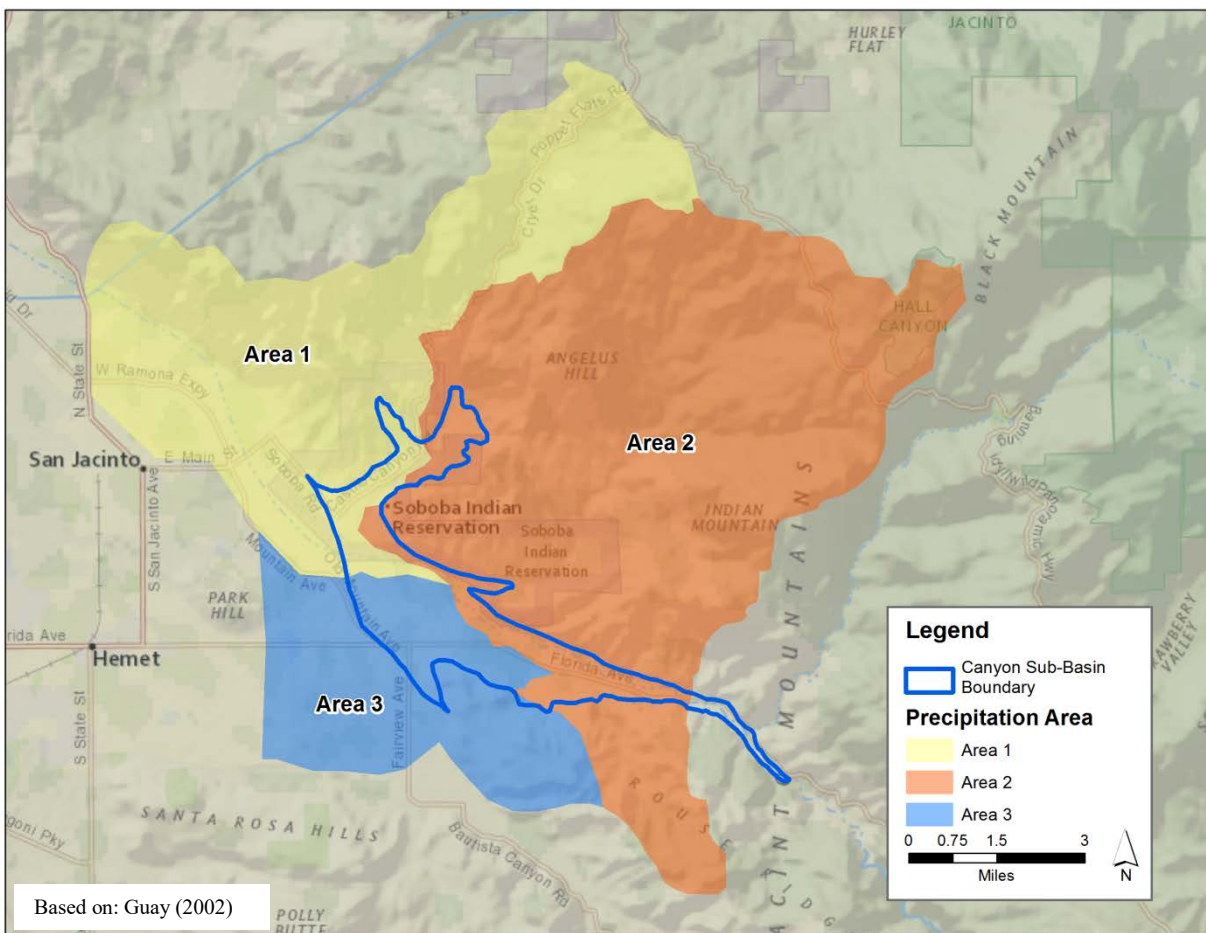
### 5.1.2.1 Precipitation Recharge

Estimates of recharge from deep percolation of precipitation were developed using information from Guay (2002). That report contains estimates of infiltration from precipitation reported for three areas that cover the Canyon Sub-Basin area (see Figure 5-3). Estimates were scaled to reflect the proportion of recharge that would occur only within the Canyon Sub-Basin. This scaling was performed separately for each area and was based on the percentage of land surface with a slope of less than 10% (see Figure 5-4). The 10% assumption was based on focusing infiltration on the relatively flat valley floor where runoff will be generally slower and soils are generally deeper. Based on this analysis, the following proportions of recharge from the three areas were included in the estimate of recharge from precipitation for the Canyon Sub-Basin.

- Area 1: 30%
- Area 2: 58%
- Area 3: 33%

These percentages resulted in an annual average recharge from precipitation of 270 AFY, with annual values varying from a high of 1,300 AFY (1993) to a low of 20 AFY (1990). The low levels of recharge from precipitation indicated that a majority of the precipitation runs off to surface water courses, evaporates, or is transpired by plants, which is consistent with the semi-arid environment.

Estimates from Guay covered the 1950 – 1998 time period on a monthly basis. Estimates of monthly recharge from precipitation for 1999 – 2012 were derived from a linear least squares regression of monthly recharge from precipitation on precipitation at RCFCWCD’s San Jacinto gauge, streamflow at the USGS Cranston Gauge, the square of precipitation at RCFCWCD’s San Jacinto gauge, and the square of streamflow at the USGS Cranston Gauge for the period of 1951 to 1991. The relationship between the Guay-based monthly precipitation recharge estimate and the regression-based monthly precipitation recharge estimate is shown in Figure 5-5.



**Figure 5-3: Guay (2002) Precipitation Areas Overlaying the Canyon Sub-Basin**

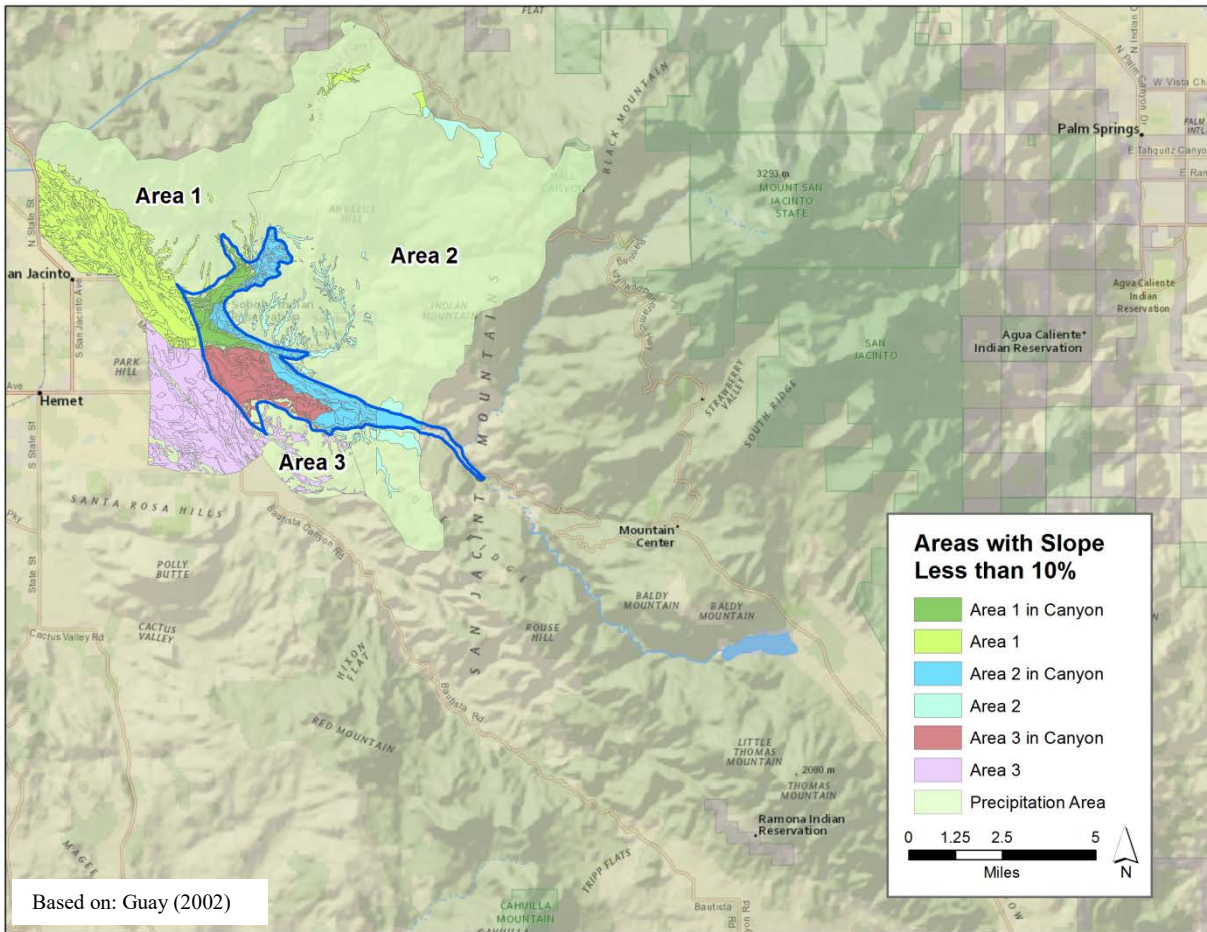


Figure 5-4: Land Surfaces with Slopes Less than Ten Percent

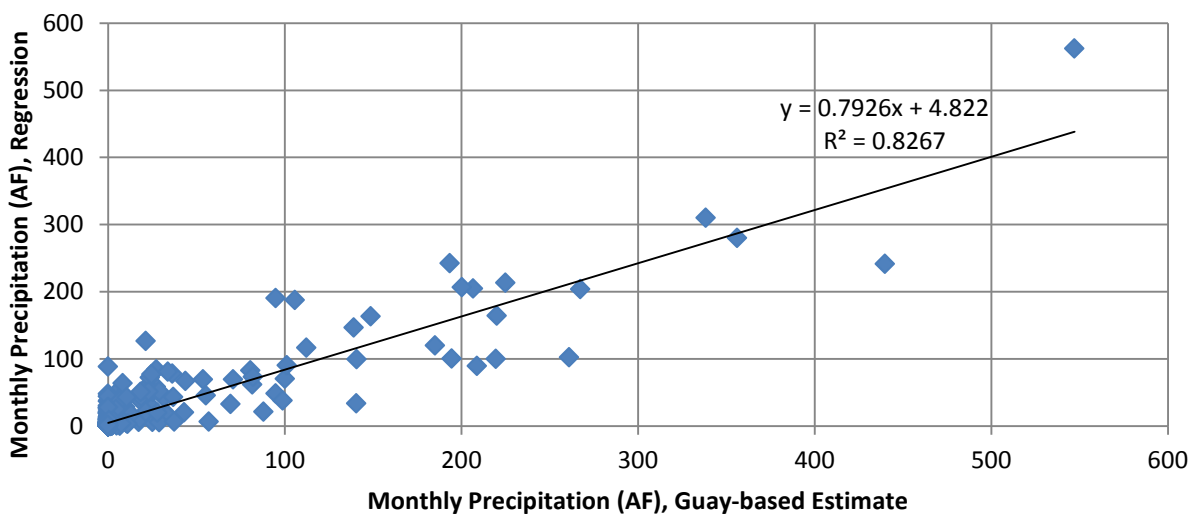


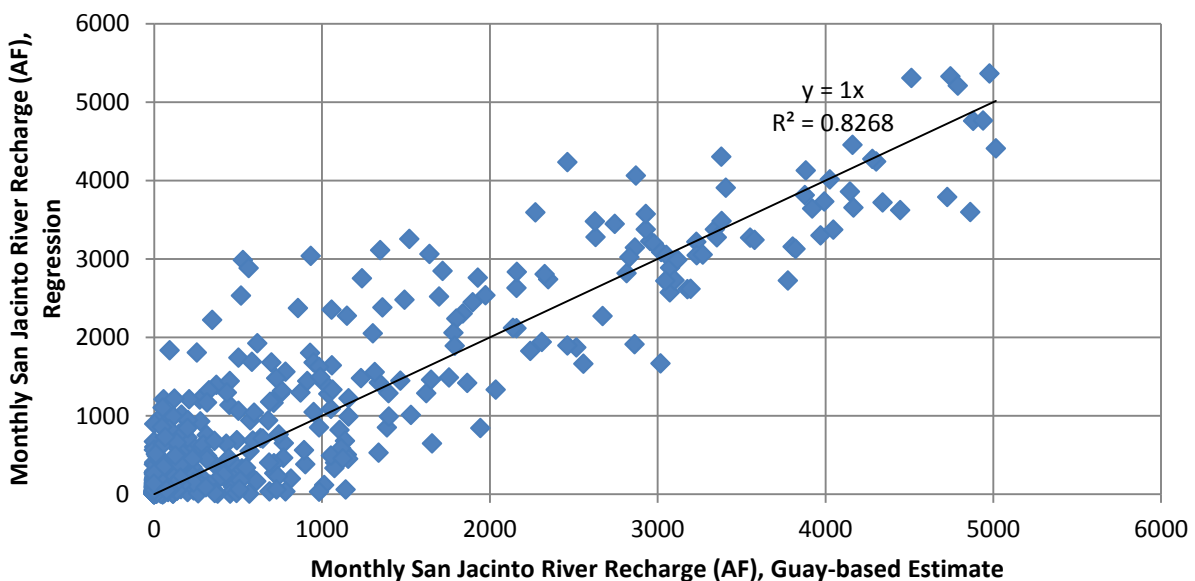
Figure 5-5: Relationship between Guay-based Monthly Precipitation Recharge and Regression-based Monthly Precipitation Recharge Estimate

### 5.1.2.2 San Jacinto River Recharge

Estimates of recharge from the San Jacinto River were developed using information from Guay (2002). That report contains estimates of infiltration from the San Jacinto River reported for five reaches, two of which cover the Canyon Sub-Basin area. Reach 2 is wholly within the Canyon Sub-Basin, while 28% of Reach 5 is within the sub-basin.

Estimates from Guay covered the 1950 – 1998 time period on a monthly basis. Estimates of monthly recharge from the San Jacinto River for 1999 – 2012 were derived from a linear least squares regression of recharge from the San Jacinto River on precipitation at RCFCWCD’s San Jacinto gauge, streamflow at the USGS Cranston Gauge, the square of precipitation at RCFCWCD’s San Jacinto gauge, and the square of streamflow at the USGS Cranston Gauge. The relationship between the Guay-based monthly San Jacinto River recharge estimate and the regression-based monthly San Jacinto River recharge estimate is shown in Figure 5-6.

75% of channel infiltration was assumed to recharge the basin. The reduced amount was based on calibration with more recent data developed by Aspect Consulting (2014) and as consistent with the previous groundwater model calibration (TechLink Environmental, 2002) which required reduction of the channel recharge volume. Grant Avenue Ponds diversions were removed from the recharge volume estimate to avoid double counting, as these diversions occur below the Cranston Gauge.



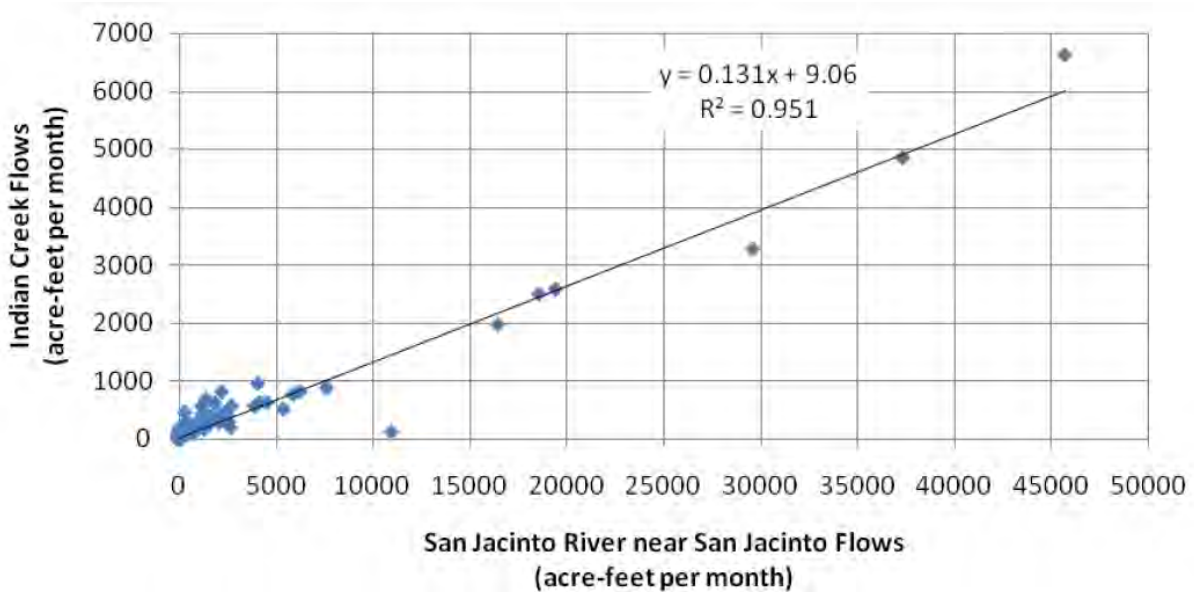
**Figure 5-6: Relationship between Guay-based Monthly San Jacinto River Recharge and Regression-Based Monthly San Jacinto River Recharge Estimate**

### 5.1.2.3 San Jacinto River Tributaries Recharge

Little data were available for flow on the San Jacinto River tributaries within the Canyon Sub-Basin. Indian Creek and Poppet Creek are the primary tributaries. Estimates of flow for Indian Creek were based on a correlation between San Jacinto River flow and Indian Creek flow (see Figure 5-7) developed by Aspect Consulting (2014). Correlation between the San Jacinto River recharge estimates was used to fill data gaps caused by the incomplete data record for the Cranston Gauge. Flow estimates for Poppet Creek were estimated as 45% of the Indian Creek flow, based on previous analysis by Schwartz (1967).



Low flows from Indian Creek and Poppet Creek were assumed to generally recharge the aquifer. However, periods of high flows were likely to result in outflow from the basin. An analysis of Indian Creek estimated streamflow and State Street measured streamflow (downstream of the Canyon Sub-Basin) indicated that outflow conditions exists generally when Indian Creek streamflow is greater than 800 AF/month (see Figure 5-8). Thus, the first 800 AF/month of Indian Creek flow were assumed to recharge the aquifer, with flows above that level assumed to leave the basin as surface water flows. Similarly, the first 360 AF/month of Poppet Creek flow (45% of the 800 AF/month on Indian Creek) were assumed to recharge the aquifer, with flows above that level assumed to leave the basin as surface water flows.



Source: Aspect Consulting 2014

Figure 5-7: Relationship between Streamflow on the San Jacinto River and in Indian Creek

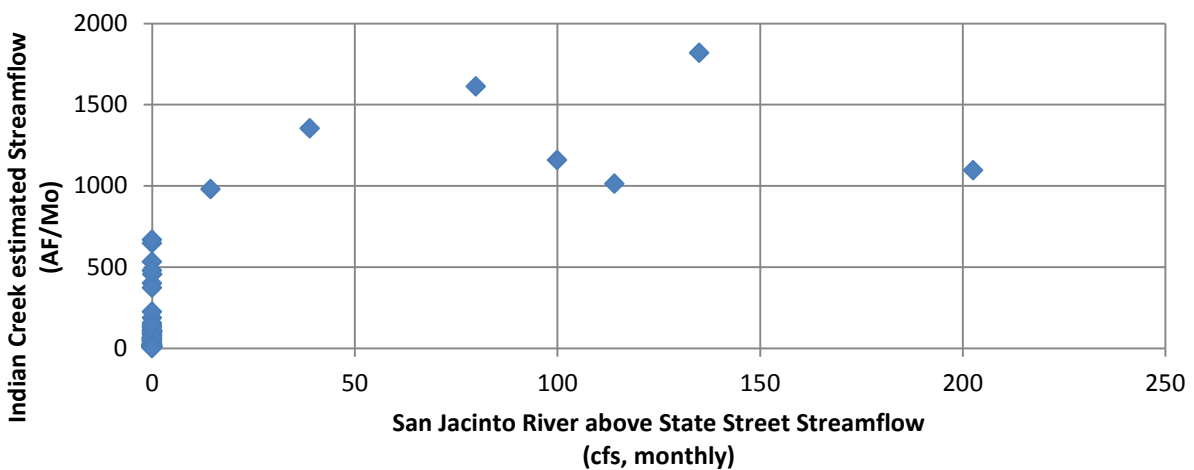


Figure 5-8: Relationship between Streamflow in the San Jacinto River above State Street and in Indian Creek

#### 5.1.2.4 Agricultural Applied Water Recharge

Agricultural water use was assumed to result in 15% of applied water recharging the aquifer. The estimate of 15% was based on previous analysis of drip and micro-spray irrigation on citrus crops in the Temecula Valley (Rancho California Water District, 2014). The study included estimates of crop evapotranspiration, leaching fractions, and irrigation efficiency.

#### 5.1.2.5 Domestic Use Recharge

Domestic use included assumptions on the percent sewerage, percent of outdoor use, and the percent of water that recharges the aquifer.

Domestic use within the Soboba Tribe was assumed to be served by OWTS. LHMWD's service area is partially sewerage, with 75% assumed to be served by a sewer based on the ratio of sewerage to total parcels within Canyon Sub-Basin. Sewerage parcels were assumed to have no recharge to groundwater from indoor use. Parcels served by OWTS were assumed to have 90% of indoor use recharged to groundwater with the remaining 10% lost to plants through transpiration.

Outdoor use was assumed to be 60% (Santa Ana Watershed Project Authority, 2012). 25% of outdoor use is assumed to recharge the aquifer, based on previous analysis of turfgrass irrigation in the Temecula Valley (Rancho California Water District, 2014).

#### 5.1.2.6 Artificial Recharge

Data from historical artificial recharge at the Grant Avenue Ponds of diverted San Jacinto River flow and imported water were included for historical comparisons. Recharge of imported water was not included in the final estimation of Planning Yield as such artificial recharge may or may not occur in the future.

### 5.1.3 Outflows

#### 5.1.3.1 Groundwater Production

Historical groundwater production data from the Regional Water Resources Database (RWRD), which is maintained by EMWD, were utilized to represent groundwater production in the Canyon Sub-Basin. Groundwater production data from the RWRD included municipal and agricultural production by EMWD, LHMWD, the Soboba Tribe, and private groundwater producers. Data were provided by the well owners as part of the adjudication process or through private reporting to the State Water Resources Control Board in compliance with Water Code Sections 4999 et seq., which requires filing, with few exceptions, by persons who extract more than 25 AF of groundwater from wells in Riverside, San Bernardino, Los Angeles, or Ventura Counties. Such reporting is performed through the local cooperating agency, which in this case is EMWD.

#### 5.1.3.2 Subsurface Flow

Subsurface flow was limited as the Claremont Fault forms a significant barrier to flow until groundwater levels reach approximately 60 feet below grade. Flow was assumed to occur across the Claremont Fault only when groundwater is within 40 to 60 feet of the surface. Such conditions have historically occurred during wet periods when the Canyon Sub-Basin is fully saturated. The volume of water was estimated based on cross sectional area with groundwater elevations above the 60-foot threshold, gradient across the fault developed using groundwater level data, and an estimate of hydraulic conductivity.

## 5.2 Planning Yield Estimate Results

Based on the above data, assumptions, and analysis, the Planning Yield was estimated to be 10,100 AFY. Table 5-1 provides details on the components of the Planning Yield, which are shown graphically as inflows and outflows in Figure 5-9. Figure 5-10 shows the annual variability within the Planning Yield, which is an estimate based on the 1990 - 2012 long-term average, and Figure 5-11 compares the Planning Yield estimate to historical groundwater production in the Canyon Sub-Basin.

Table 5-1: Planning Yield Components

Item	Notes	Water Year																				Average			
		1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009		2010	2011	2012
<b>Inflow</b>																									
Precipitation	1	18	345	60	1,348	34	929	99	314	767	37	60	55	29	154	181	616	144	44	208	84	481	234	46	273
San Jacinto River	2	1,903	7,787	6,772	16,701	3,605	13,341	5,041	9,417	14,177	1,609	1,552	1,240	47	5,628	1,834	12,949	7,565	45	5,310	1,440	5,424	11,738	2,014	5,963
Tributaries	3	216	2,112	1,283	6,999	337	6,220	1,701	1,407	6,550	396	398	353	165	1,162	445	5,630	1,873	164	2,032	670	1,932	4,233	478	2,033
<b>Agricultural Use</b>																									
LHMWD		381	287	265	412	412	375	421	454	345	428	449	424	436	367	355	335	398	466	424	415	371	389	444	394
Soboba Tribe		60	60	60	60	12	37	81	70	60	69	65	58	93	33	53	43	58	63	71	74	63	52	60	59
<b>Domestic Use</b>																									
LHMWD, Sewered	5	143	145	150	152	150	141	164	179	152	176	198	192	215	212	232	202	212	223	198	191	177	168	177	180
LHMWD, OWTS	6	162	165	170	172	170	159	186	203	173	199	225	218	244	240	263	228	240	253	224	216	200	190	201	204
Soboba Tribe, OWTS	6	17	17	17	17	69	90	101	110	90	88	123	145	140	103	213	205	112	125	87	89	93	82	89	97
<b>Artificial Recharge</b>																									
Surface Water	7	0	1,534	567	2,663	0	4,471	2,124	2,252	4,432	0	0	0	0	0	0	5,741	2,718	0	3,890	1,772	4,423	4,165	0	1,772
Imported Water	8	0	0	0	0	0	0	0	0	0	0	0	0	2,000 *	1,594 *	1,933 *	0	0	0	0	0	0	0	0	0
Subtotal, Inflow	9	2,899	12,452	9,343	28,523	4,788	25,764	9,919	14,406	26,745	3,003	3,070	2,685	1,369	7,899	3,576	25,949	13,320	1,383	12,444	4,952	13,164	21,251	3,509	10,975
<b>Outflow</b>																									
Pumping	10	8,390	7,702	7,960	7,747	8,885	8,238	11,906	12,812	11,611	11,930	11,645	10,369	7,990	7,451	7,826	8,838	11,526	10,953	9,996	9,577	8,743	8,308	7,725	9,484
Subsurface Flow	11	0	0	0	0	0	3,769	3,618	3,769	7,991	0	0	0	0	0	0	0	0	0	0	0	0	0	0	833
Subtotal, Outflow	12	8,390	7,702	7,960	7,747	8,885	12,007	15,524	16,581	19,602	11,930	11,645	10,369	7,990	7,451	7,826	8,838	11,526	10,953	9,996	9,577	8,743	8,308	7,725	10,316
Change in Storage	13	-5,491	4,750	1,383	20,776	-4,097	13,756	-5,606	-2,175	7,143	-8,927	-8,575	-7,684	-6,620	448	-4,250	17,111	1,794	-9,570	2,449	-4,625	4,420	12,943	-4,217	658
<b>Annual Planning Yield Estimate</b>	14	<b>2,899</b>	<b>12,452</b>	<b>9,343</b>	<b>28,523</b>	<b>4,788</b>	<b>21,994</b>	<b>6,300</b>	<b>10,636</b>	<b>18,754</b>	<b>3,003</b>	<b>3,070</b>	<b>2,685</b>	<b>1,369</b>	<b>7,899</b>	<b>3,576</b>	<b>25,949</b>	<b>13,320</b>	<b>1,383</b>	<b>12,444</b>	<b>4,952</b>	<b>13,164</b>	<b>21,251</b>	<b>3,509</b>	<b>10,142</b>

- Notes
- \* Not included in estimate of Planning Yield. See note 7.
  - 1. Estimates of recharge from deep percolation of precipitation were developed using information from Guay (2002), scaled based on the percent of low slope (<10%) land area within the Canyon Basin.
  - 2. Values are based on Guay (2002). Assumes 28% of Reach 5 and 100% of Reach 1 are located within the study area. 75% of channel infiltration is assumed to recharge the basin. The reduced amount is based on calibration with more recent data developed by Aspect Consulting (draft 2014) and is consistent with previous model calibration which required reduction of the channel recharge volume. Grant Avenue Ponds diversions are removed from the recharge volume estimate to avoid double counting.
  - 3. Values are based on a correlation between San Jacinto River flow and Indian Creek flow developed by Aspect Consulting (draft 2014). Correlation between the San Jacinto River recharge estimates were used to fill data gaps caused by the incomplete data record for the Cranston gage Poppet Creek added based on relationship between Poppet Creek and Indian Creek presented in Schwartz 1967, Poppet flow = 45% of Indian Creek flow
  - 4. Fraction of water use recharged to aquifer: 0.15
  - 5. Assumes
    - 0.75 fraction sewered
    - 0.6 fraction outdoor use
    - 0.25 fraction of outdoor use to aquifer
    - 0 fraction of sewered indoor use to aquifer
    - 0.9 fraction of OWTS use to aquifer
  - 6. Assumes
    - 0 fraction sewered
    - 0.6 fraction outdoor use
    - 0.25 fraction of outdoor use to aquifer
    - 0.9 fraction of OWTS use to aquifer
  - 7. Data from historical artificial recharge at the Grant Avenue Ponds of diverted San Jacinto River flow
  - 8. Data from historical artificial recharge at the Grant Avenue Ponds of imported water are included for historical comparisons. Recharge of imported water is not included in the final estimation of Planning Yield as such artificial recharge may or may not occur in the future.
  - 9. Subtotal of the above inflow items, except for the Artificial Recharge of Imported Water, as discussed in note 8.
  - 10. Data from EMWD database
  - 11. Assumes flow across Claremont Fault only when within 60 feet of the surface. Volume estimated based on cross sectional area greater than 50 feet and gradient across the fault, developed using groundwater level data, and estimates of K
  - 12. Subtotal of the above outflow items.
  - 13. Inflow minus Outflow
  - 14. Change in Storage plus Pumping. The 1990 - 2012 average of 10,100 represents the final Planning Yield estimate.

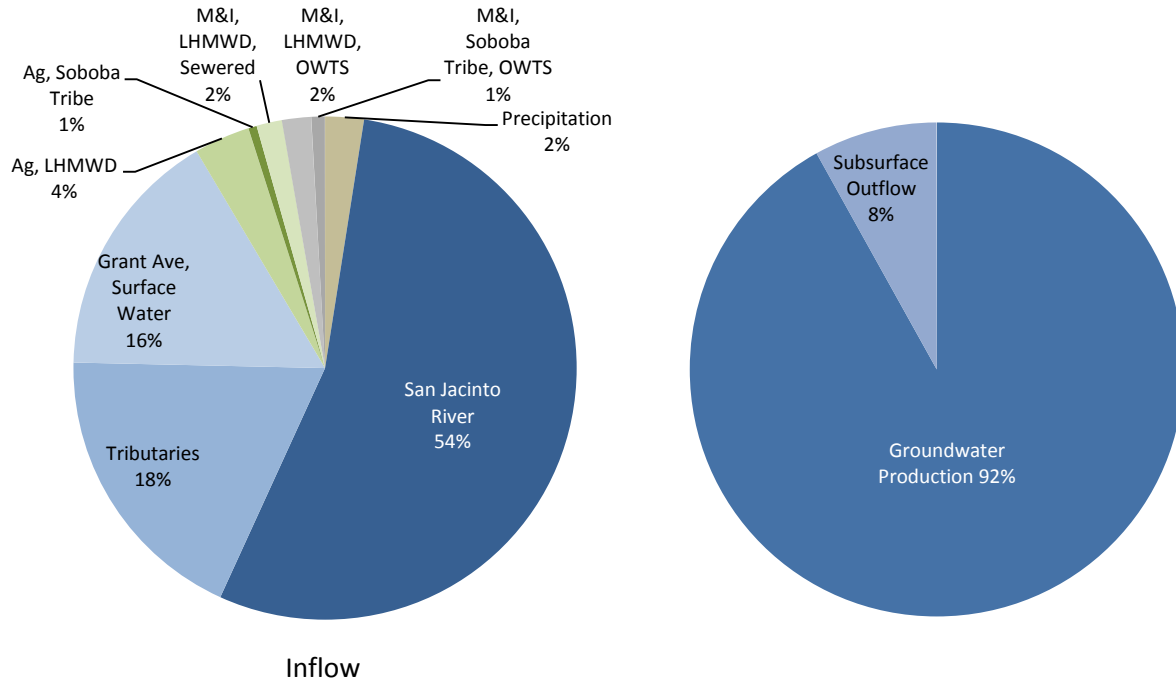


Figure 5-9: Inflow and Outflow Components of Planning Yield

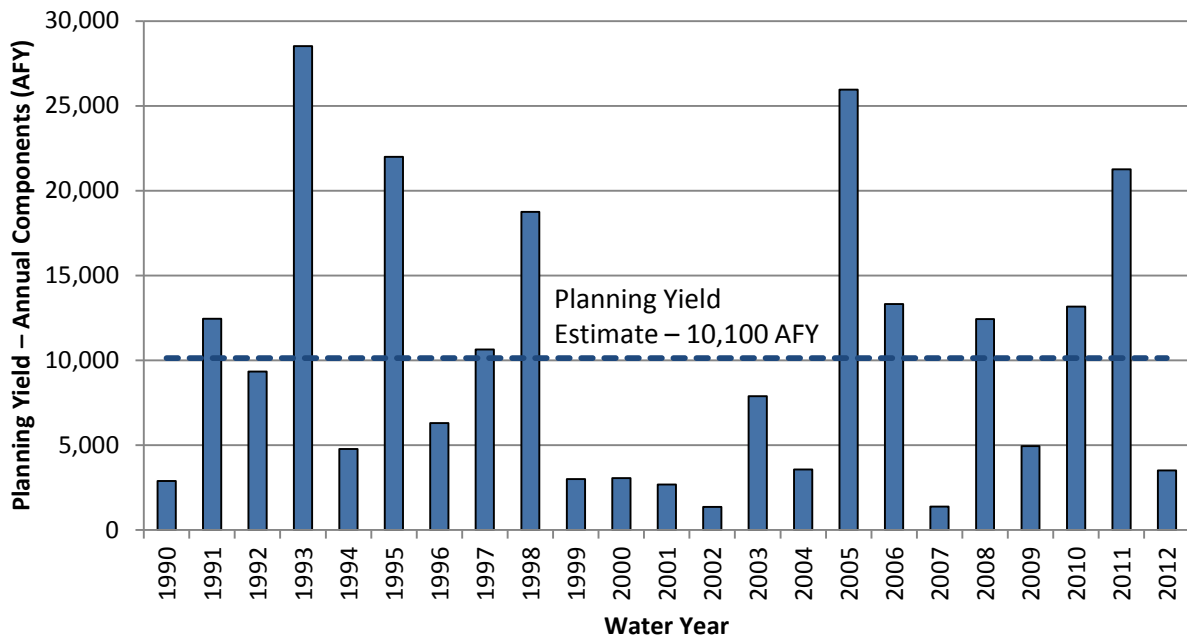


Figure 5-10: Annual Variability within Planning Yield Estimate

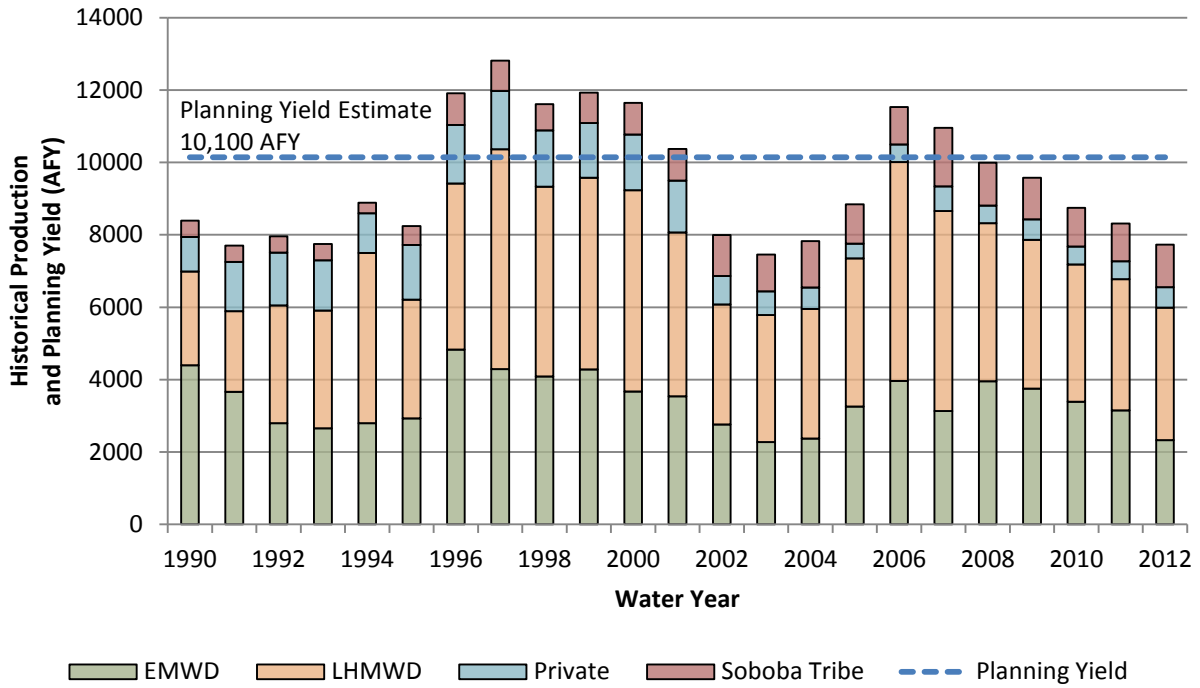


Figure 5-11: Planning Yield in Comparison to Historical Groundwater Production

## Section 6 Operating Plan

Management of groundwater in the Canyon Sub-Basin through this Plan is based on four main components:

- Monitoring of groundwater elevations at Key Wells
- Relating those elevations to a Planning Storage value using the Planning Storage Curves
- Comparing Planning Storage to defined triggers, which are based on critical groundwater elevations in the basin, and implementing defined actions based on trigger status
- Managing the Plan through reporting on new and prior actions; data sharing and communication; and comprehensive monitoring to verify or improve triggers and actions presented in this Plan, as well as to support other management needs.

The major technical components the Plan are presented below.

### 6.1 Key Wells

To support this Plan, the Key Wells will be monitored twice annually, in spring and fall, for groundwater elevation, with additional measurements as needed to improve basin understanding and support the annual measurement. The spring groundwater elevations taken on the first workday in April will be converted to estimates of Planning Storage using the Planning Storage Curve for each of the Key Wells. The estimates of Planning Storage will then be averaged and compared to the triggers; based on the trigger status, defined actions will be taken.

#### 6.1.1 Selection of Key Wells

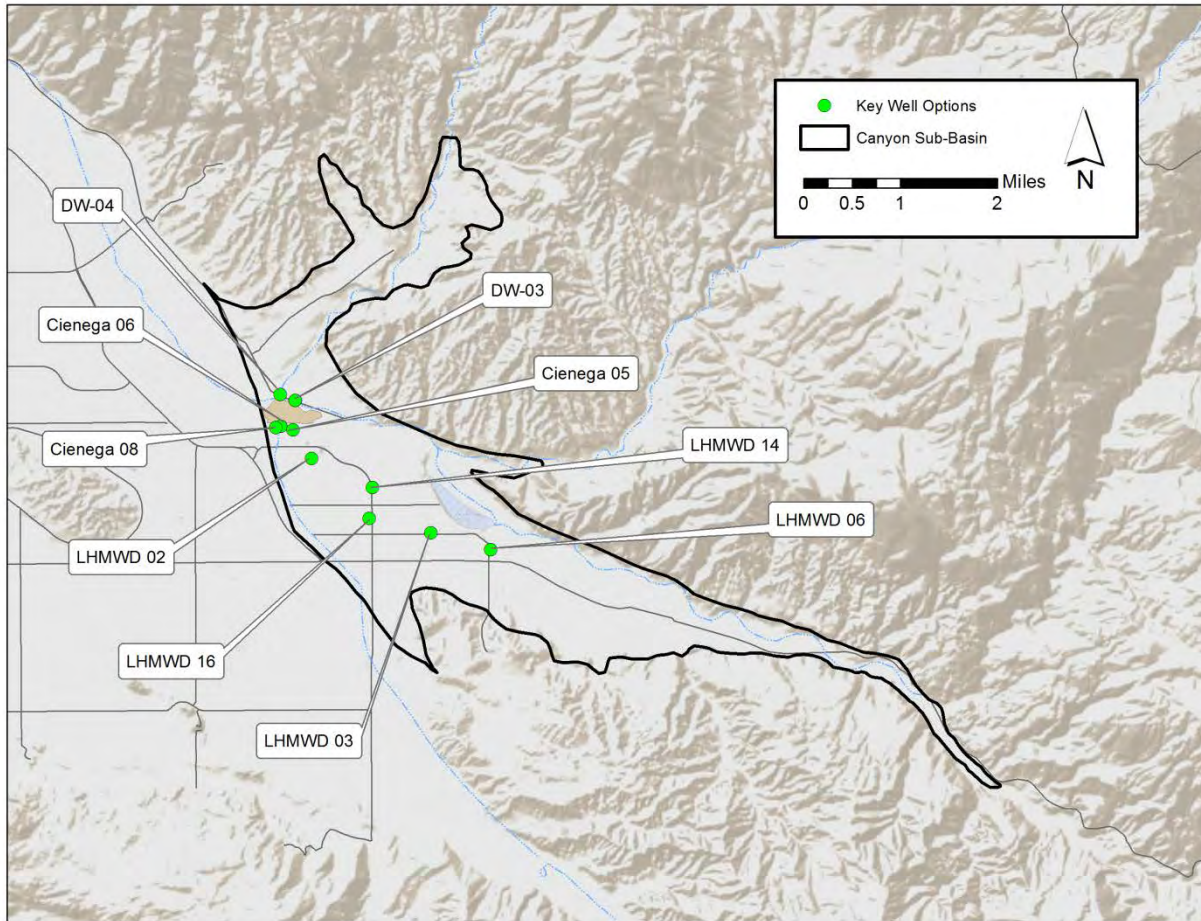
Key Wells are identified wells that are monitored to provide information on the level of storage in the basin. Key Wells were selected based on:

- Availability of data on well construction and lithology
- Anticipated longevity of the well
- Ability of groundwater elevations at the well to track overall basin Planning Storage
- Participant (i.e., EMWD, LHMWD, or Soboba Tribe) ownership to facilitate long-term access

Initially, Canyon Sub-Basin wells were screened to identify candidate wells for more detailed analysis. This screening process identified wells with:

- Construction and lithology information
- Groundwater elevation measurements with a period of record extending minimally from 1990 to present
- Reasonably consistent monthly measurements

This initial screening resulted in the identification of six candidate wells. Two Soboba Tribe wells were added into consideration, as protection of water levels at this area is a key driver for the overall Plan. Additionally, EMWD's Cienega 6 and LHMWD's LHMWD 16 were added into consideration based on recommendations as being more suitable than different wells proposed from that same well owner in a similar location. The candidate wells considered are shown in Figure 6-1.



**Figure 6-1: Candidate Wells Considered for Key Wells**

Further study was conducted on the candidate wells to determine the relationship between groundwater elevation and Planning Storage estimates at each of the wells, both for contour-based groundwater elevation and for measurement-based groundwater elevation. This effort identified wells that were better able to track Planning Storage using groundwater elevation data at that individual well. The study was augmented with discussions with the well owners to incorporate unusual circumstances related to individual wells, such as recent inability to measure groundwater elevations at LHMWD 14 and the related suggestion to utilize the nearby newly constructed LHMWD 16.

Based on this additional analysis, Key Wells were identified, as shown in Table 6-1 and Figure 6-2.

Table 6-1: Key Wells

Key Well	Use	Owner	Location <sup>1</sup>	Ground Surface Elevation (ft msl)	Monitoring Point Elevation (ft msl)	Perforated Interval(s) (ft bgs)
DW-03	Production Well	Soboba Tribe	6362733, 2223727	1679.98	1681.94	335-415 490-510 510-535 570-630 660-690 745-890 925-970 1045-1080 1130-1160
Cienega 6	Monitoring Well	EMWD	6362078, 2222576	1668.8	1667.7	50-503
LHMWD 16	Production Well	LHMWD	6366077, 2218389	1744	1744	480-980

Notes: 1. Coordinates are presented as easting and northing, NAD 83, California State Plane VI, feet  
 ft: feet  
 msl: mean sea level  
 bgs: below ground surface  
 EMWD: Eastern Municipal Water District  
 LHMWD: Lake Hemet Municipal Water District

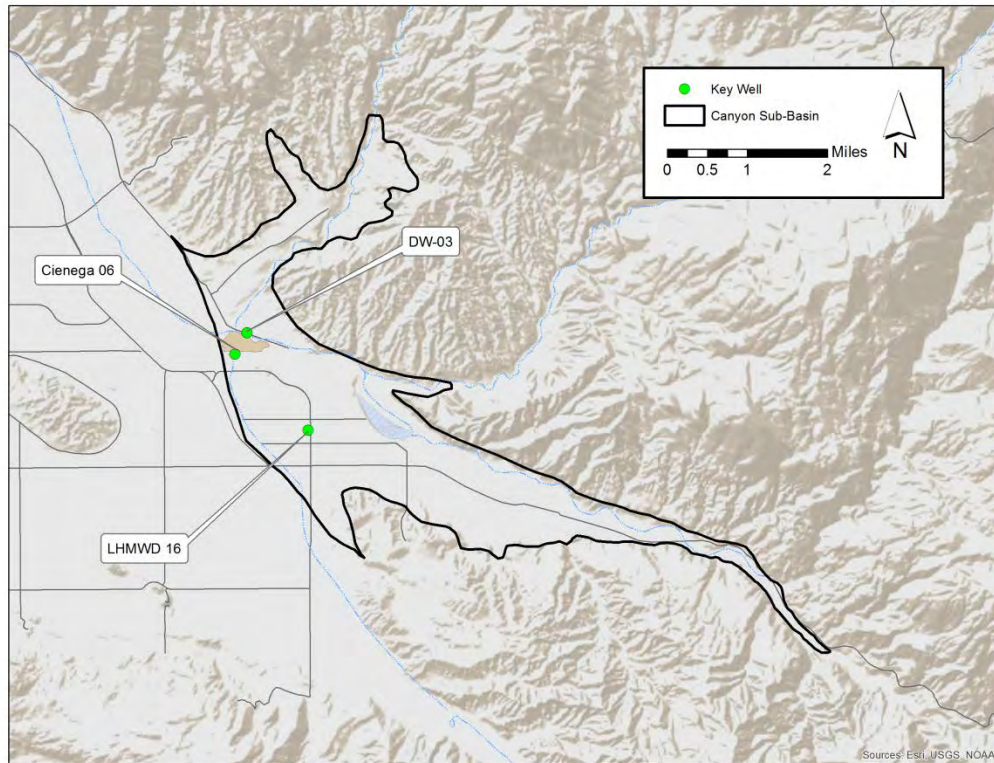


Figure 6-2: Key Wells



The Planning Storage Curves in the following subsection show the extent to which the groundwater elevations are capable of representing basinwide Planning Storage.

Basinwide Planning Storage is estimated using a weighted average with a 50% weight for DW-03 and 25% weight for both Cienega 6 and LHMWD 16. This 50% weight for DW-03 is intended to reflect the goal of being protective of groundwater elevations in the vicinity of the Soboba wells. The inclusion of Cienega 6 and LHMWD 16 assists in representing basinwide conditions, and the use of multiple wells is intended to smooth potential anomalous water level measurements that may occur.

## 6.2 Planning Storage Curves

Planning Storage Curves relate groundwater elevations at a specific well to the Planning Storage estimate, based on spring groundwater conditions. The Planning Storage Curves were developed based on the contoured historical groundwater elevations and the hypothetical low groundwater elevations conditions, as discussed in Section 4.1. Using these contours, a groundwater elevation was developed for each year and paired with the estimate of Planning Storage. The Planning Storage Curve was then developed as a linear trend line to these data.

Planning Storage Curves were required for each Key Well so that each spring groundwater elevation measurement can be converted into an estimate of Planning Storage, which can then be averaged with the other Key Wells and compared to the triggers to determine the appropriate trigger action.

Planning Storage Curves are presented below for the three Key Wells, including the equation for use in estimating Planning Storage based on groundwater elevation data.

- DW-03 (Figure 6-3)
- Cienega 6 (Figure 6-4)
- LHMWD 16 (Figure 6-5)

Additionally, Planning Storage Curves were also required to convert critical groundwater elevations at Soboba Tribe wells into Planning Storage-based triggers. Planning Storage Curves are presented below for two additional Soboba Tribe wells, including the equation for use in estimating Planning Storage based on groundwater elevation data.

- DW-04 (Figure 6-6)
- IW-02 (Figure 6-7)

Soboba Tribe well DW-01 had insufficient measured spring groundwater elevations to perform this analysis.

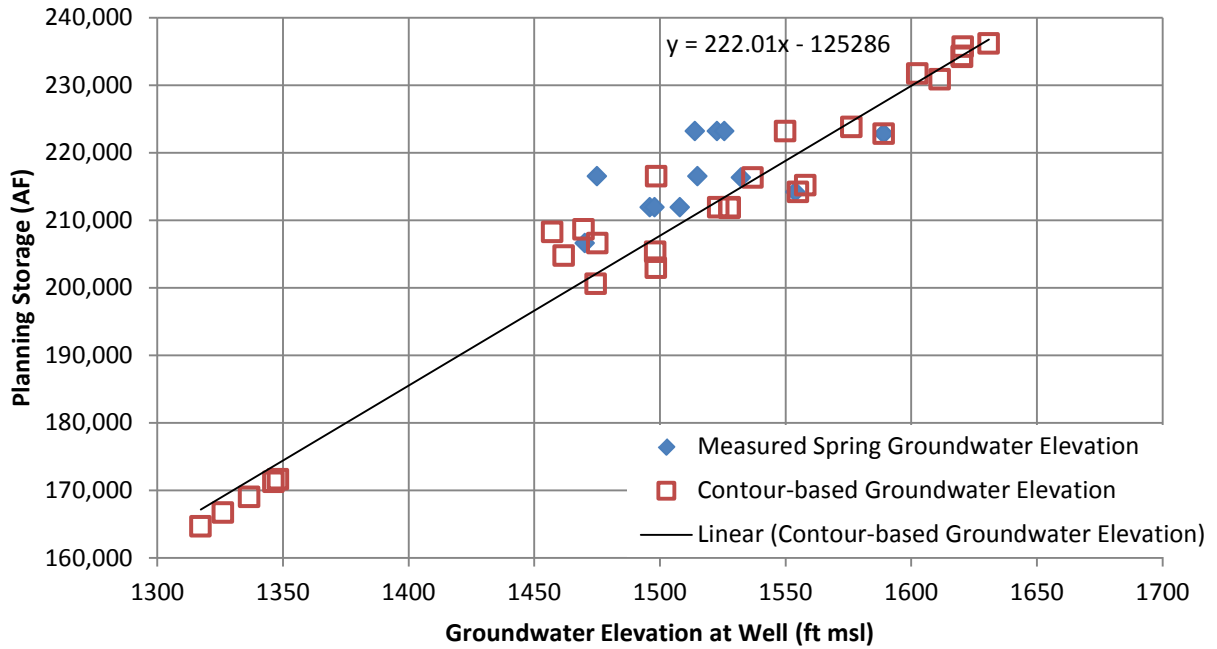


Figure 6-3: Planning Storage Curve: DW-03

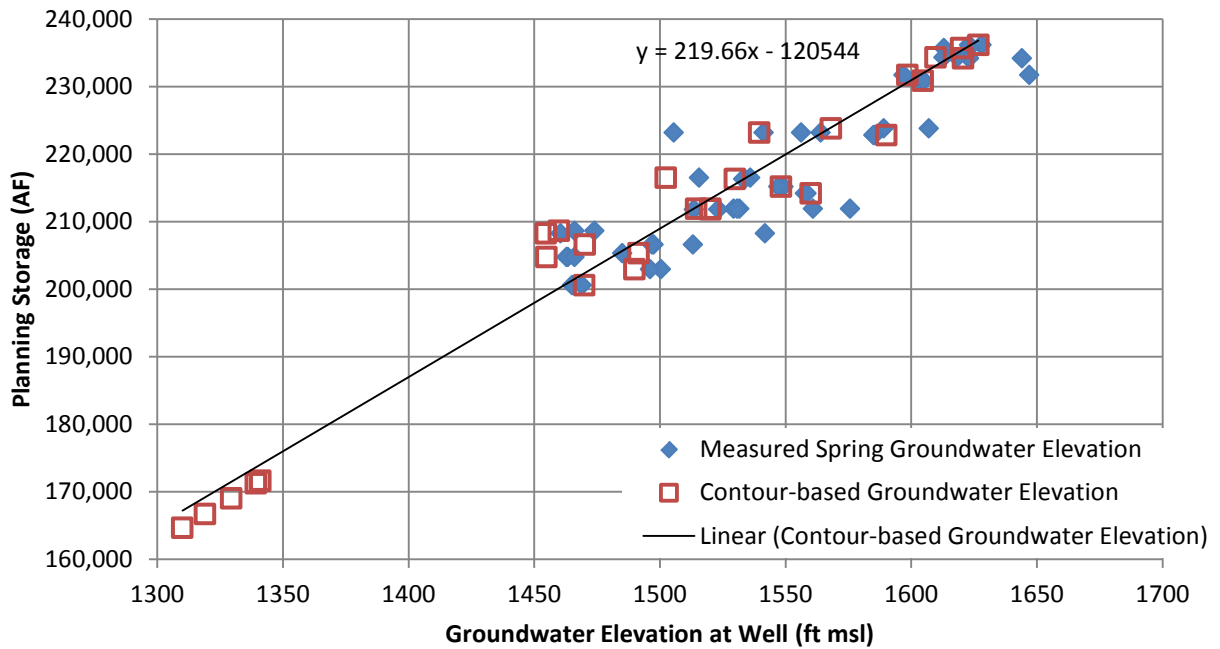


Figure 6-4: Planning Storage Curve: Cienega 6

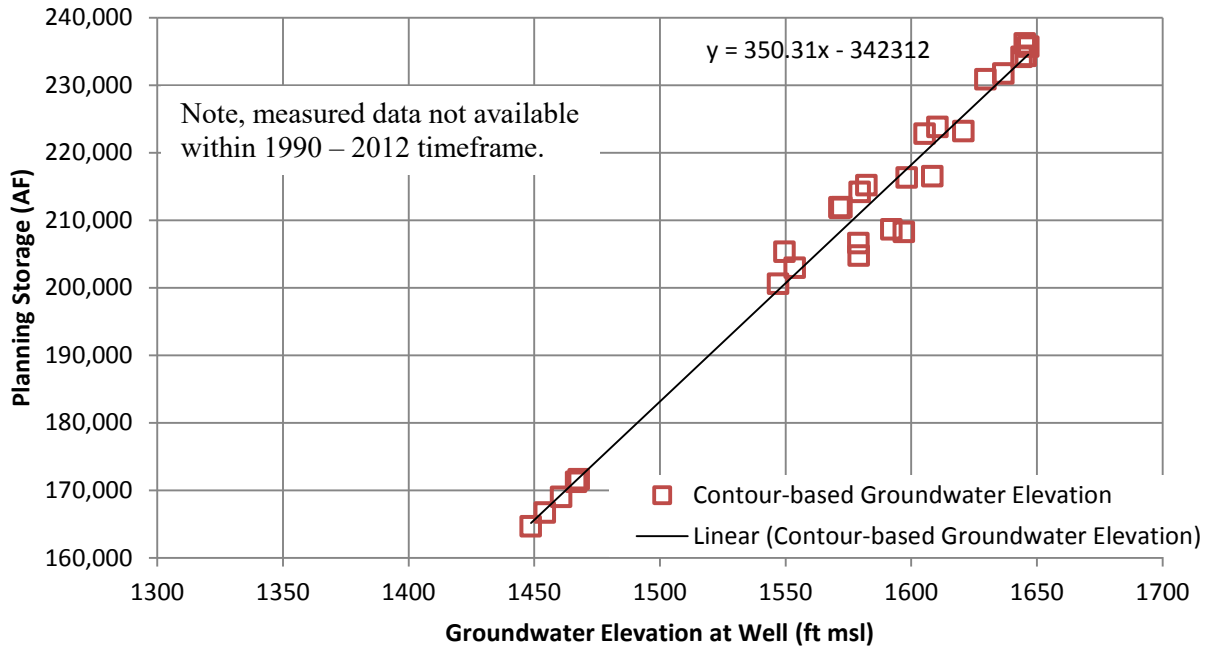


Figure 6-5: Planning Storage Curve: LHMWD 16

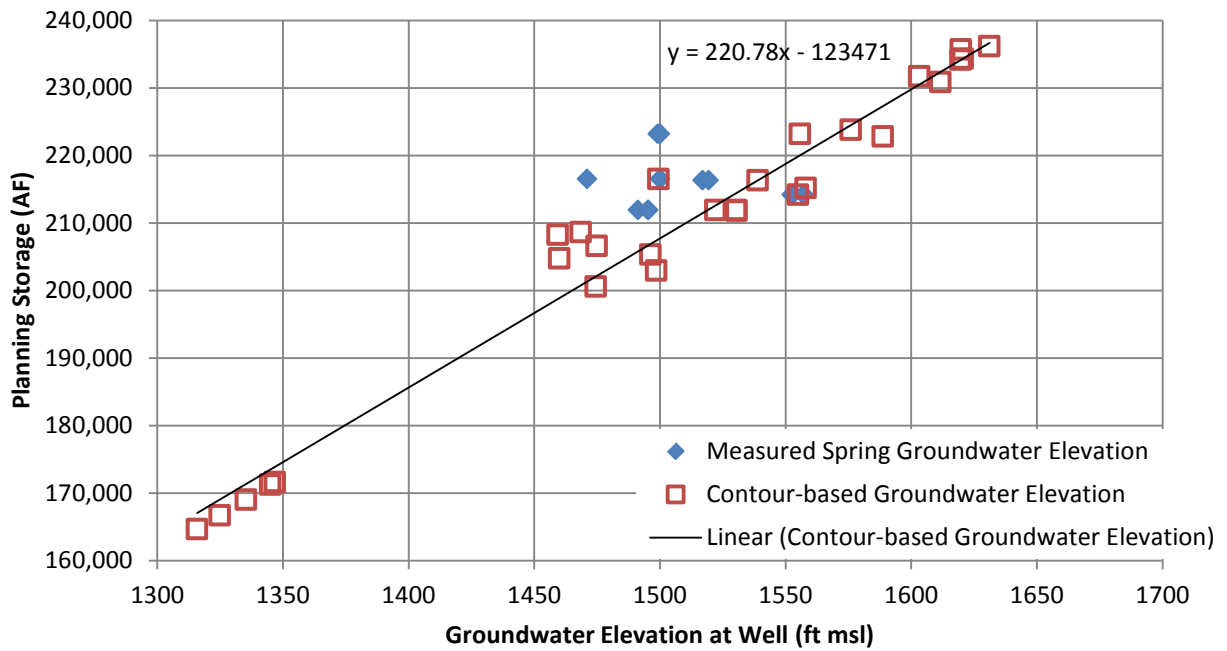


Figure 6-6: Planning Storage Curve: DW-04

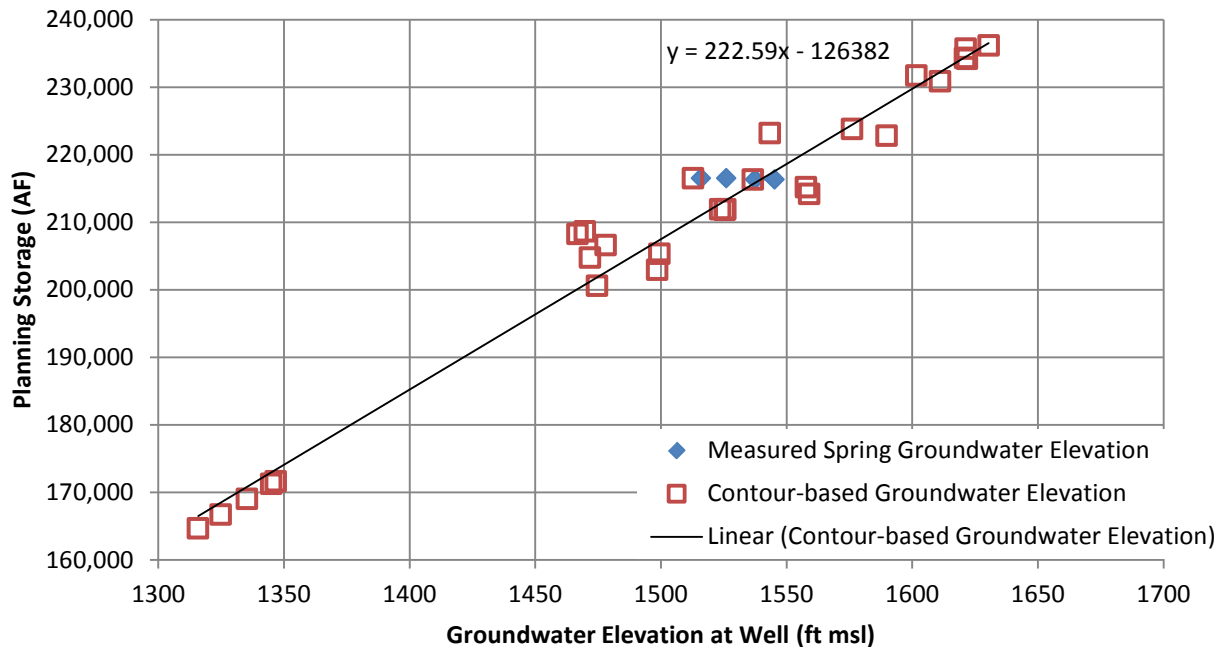


Figure 6-7: Planning Storage Curve: IW-02

### 6.3 Triggers and Actions

Triggers were developed to be protective of groundwater production from the Soboba Tribe wells, and other wells in the basin, while minimizing the operational impacts to EMWD and LHMWD, who would be required to reduce groundwater production, increase recharge, or supply supplemental water directly to the Soboba Tribe as a result of triggered actions. Note that all recharge water must comply with Section 4.2 of the Settlement Agreement.

The triggers were developed based on groundwater elevations at the Soboba wells and converted to Planning Storage based on Planning Storage Curves for the Soboba Tribe wells.

Triggers were developed for four different levels:

- Proactive trigger
  - Early response (higher groundwater elevation conditions)
  - Reduced impact (longer time period to return to trigger)
- Responsive trigger
  - Later response (lower groundwater elevation conditions)
  - Higher impact (shorter time period to return to trigger)
- Near-Critical trigger
  - Same response as Responsive Trigger
  - Acts as a warning that groundwater elevations are nearing the Critical trigger
- Critical trigger
  - Critical levels (lowest groundwater elevation conditions)

- Highest impact (most severe production restrictions or recharge requirements)

### 6.3.1 Trigger Groundwater Elevations

Groundwater elevations that were used to develop the triggers are described below for the four different trigger levels.

#### 6.3.1.1 Proactive Management Groundwater Elevations

Proactive management of groundwater storage is desired to minimize the severity of limitations on groundwater production by EMWD and LHMWD. Proactive management was developed to allow for action when groundwater levels are below levels where the basin is thought to have subsurface flow across the Claremont Fault into the San Jacinto Upper Pressure Management Zone (between 40 and 60 feet bgs) and below levels that are conducive to liquefaction (50 feet bgs). Historical analysis of groundwater levels indicated such shallow groundwater level conditions occurred in 1995, 1996, 1997, and 1998 near the Cienega wellfield, as shown in Figure 6-8. Uncertainty in the estimate and the need to be protective against liquefaction that could occur with subsequent wet periods suggested the need to include a contingency. Thus, the Proactive Management Groundwater Elevation was set at 70 feet below ground surface near the Cienega wellfield.

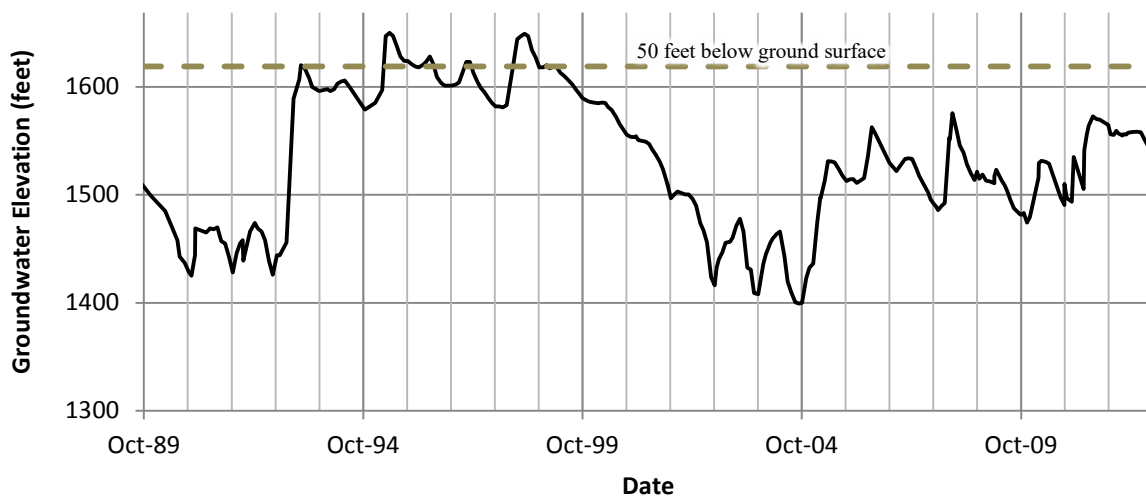


Figure 6-8: Groundwater Elevation, Relative to 50 Feet below Ground Surface, Cienega 6

#### 6.3.1.2 Responsive Management Groundwater Elevations

An additional trigger was developed for groundwater elevations between the Proactive and Near-Critical levels. This Responsive trigger is not based on a specific elevation, but is rather based on volume and the time that would result in critical conditions in the basin. The development of this trigger is described in the Trigger Planning Storage section.

#### 6.3.1.3 Near-Critical Groundwater Elevations

The Near-Critical trigger was developed for conditions nearing critical levels. Like the Responsive trigger, this trigger was not based on a specific elevation. Instead, the Near-Critical trigger was based on production volume that would result in minimal available Net Production for LHMWD and EMWD. The development of this trigger is described in the Trigger Planning Storage section.

#### 6.3.1.4 Critical Groundwater Elevations

The Critical groundwater elevation trigger was established to identify when the groundwater elevations in the basin are nearing the point where the Soboba Tribe may be unable to meet its supply needs for

Canyon Sub-Basin groundwater within the context of the Soboba Agreement. The methodology for developing this trigger elevation included an analysis of estimated critical water levels for Soboba Tribe wells. The critical water levels were developed by the Soboba Tribe in Aspect Consulting (2014) and are described below based on that information.

Three potential issues associated with lower groundwater levels were used in the analysis:

- Pump Intake Submergence – Groundwater levels within 10 feet of the pump intake results in the potential for entrainment of air and damage to the pump.
- Minimum Flow – Reduced groundwater levels reduce the flow rate of the pump and results in the potential for increased wear and reduced pump life. Manufacturers set a minimum recommended continuous flow for each model.
- Well Yield – Reduced groundwater levels can result in production capacity exceeding the flow through the screen, resulting in potential entrainment of air and damage to the pump.

Analysis required assumptions for specific capacity at groundwater levels that were below what has been experienced historically. These specific capacity estimates were necessary to convert pumping water levels (where critical conditions exist) to static water levels (which will be monitored), and to estimate the volume of water that could be produced at the wells. Uncertainty existed as to how to extrapolate these data. Monitoring of specific capacity under this Plan is included to allow for adjustments to the trigger should the original extrapolation be found to be not sufficiently accurate.

The results of the Aspect Consulting (2014) analysis are shown in Table 6-2, which shows the shallowest critical groundwater elevation at IW-02 with a static water level at 1,405 ft msl. Three wells, including IW-02, are limited by well yield, while the fourth well, DW-04, is limited by submergence. Figure 6-9 relates the groundwater elevation to groundwater production capacity at each well and for the combined wells, assuming a 75% run duration. It was estimated that the Soboba Tribe would be capable of producing the 3,000 AFY from the Canyon Sub-Basin discussed in the Settlement Agreement when groundwater levels are greater than 1,400 ft msl. Current (2013) Soboba groundwater production from the Canyon is approximately 1,000 AFY, with increased production anticipated in the future. The current level of production was estimated to be achievable with groundwater levels at 1,330 ft msl (Aspect Consulting, 2014).

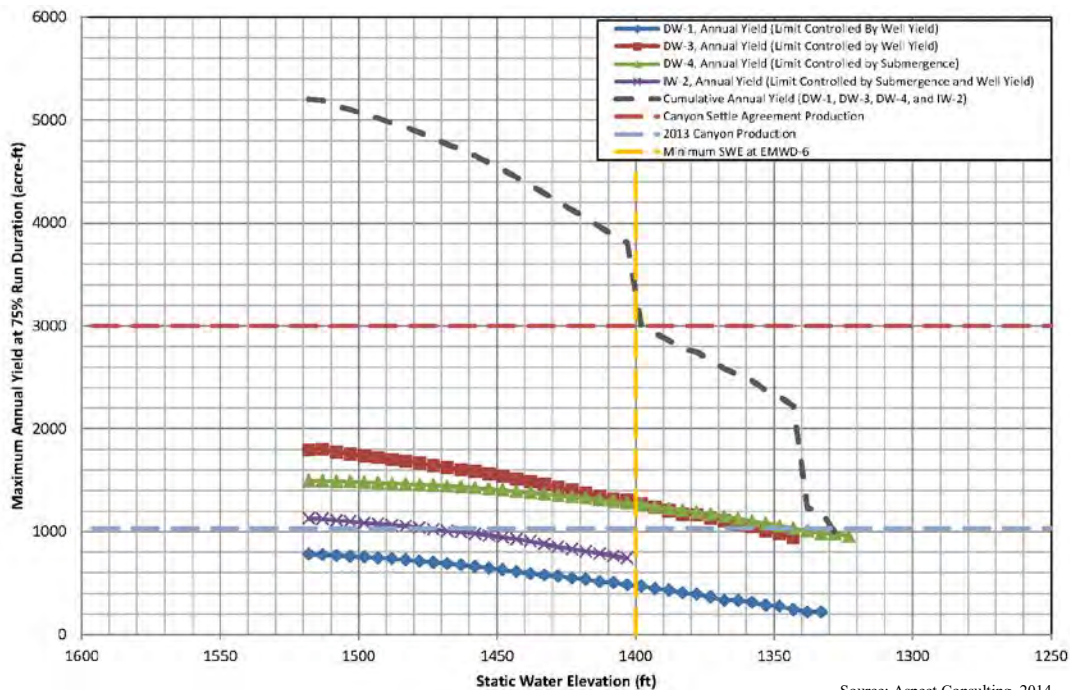
Given the anticipated growth of the Soboba Tribe's water demands and the desire for long-term groundwater management, the Critical trigger for this Plan was based on avoiding groundwater levels below 1,420 ft msl at the Soboba wells, which corresponds to the groundwater elevation where 3,000 AFY can be produced from the Canyon Sub-Basin by the Soboba Tribe wells at this time, with the addition of a 20 foot contingency to account for uncertainties. As discussed below and in Section 6.3.2.3, the spring adjustment for 1,420 ft msl results in a spring equivalent groundwater elevation of 1,450 ft msl.

**Table 6-2: Critical Groundwater Elevations, Soboba Tribe Wells**

Item	IW-02	DW-01	DW-03	DW-04
Pump Model	American Marsh 11LC	Goulds 9RCHC	American Marsh 13MC	Goulds 11CHC
Pump Setting <sup>1</sup> (ft, bgs)	405	460	468	470
WL at Minimum Pump Submergence (ft, bgs)	395	450	458	460
Minimum Recommended Continuous Flow (gpm)	425	160	780	775
Minimum Operational SWL Elevation (ft)	1405	1335	1345	1325
SWL Elevation corresponding to 3000 AFY Production (ft)	1400			
with 20 ft contingency (ft)	1420			
SWL Elevation corresponding to 2013 Production (1036 AF) (ft)	1330			
with 20 ft contingency (ft)	1350			

Notes: 1. At effective date of Settlement Agreement.  
 Assumes 75% pumping duration  
 bgs: below ground surface  
 ft: feet  
 gpm: gallons per minute  
 SWL: static water level  
 WL: water level

Source: Aspect Consulting, 2014.



**Figure 6-9: Well Yield and Static Groundwater Elevations**

These critical water levels are most likely to occur in the late summer and fall, following the period of highest demand and lowest recharge. Monitoring is best performed in the spring, as that time period captures the bulk of wintertime recharge, which is a large component of overall recharge and is highly variable. To address this spring-to-fall time gap between monitoring and potential critical levels, a spring adjusted critical water level was developed for use as the trigger.

The spring adjustment was developed based on historical data at the Soboba Tribe wells, which indicated that from spring to fall there is typically a decline in groundwater levels between 90 and 125 feet. One hundred feet was selected as the spring adjustment, recognizing that this was based on historical levels of groundwater production. The spring adjustment was scaled based on the proposed reduction in production (or increase in recharge) using the Proactive or Responsive action levels, compared to the long-term historical groundwater production of 9,500 AFY. That is, if production were to be reduced (or recharge increased) by 25% based on the trigger action at that level, then the spring adjustment would be reduced by 25% to 75 feet.

The spring adjustment is performed only once, to define the Critical Trigger, as described in the following sub-section. Future spring monitoring, as part of implementation of this Plan, is then compared to the Proactive, Responsive, Near-Critical, and Critical trigger, all of which relate to spring groundwater levels. No further spring adjustments are necessary.

### **6.3.2 Trigger Planning Storage**

Triggers were based on Planning Storage to allow for monitoring via multiple Key Wells to meet groundwater elevation needs at the Soboba Tribe wells. A description of the development of the Proactive trigger, Responsive trigger, Near-Critical trigger, and Critical trigger is provided below, based on the groundwater elevation information in Section 6.3.1.

Planning Storage below the triggers results in actions to increase Planning Storage, with actions described in Section 6.3.3.

#### **6.3.2.1 Proactive Trigger**

The Proactive trigger was set at a storage level near where outflow conditions across the fault are thought to have occurred in the past and below levels where liquefaction is thought to become an issue. As described in Section 6.3.1, this level was set at 50 feet below ground surface, plus a 20 foot contingency, resulting in a level of 70 feet below ground surface. The estimated Planning Storage at Cienega 6 at this level (1,599 ft) is 231,000 AF, based on the Planning Storage Curve (see Section 6.2). This value was adjusted to 225,000 AF for the final trigger to avoid nearing levels of potential liquefaction and outflow across the Claremont Fault.

#### **6.3.2.2 Responsive Trigger**

The Responsive trigger was set at 10,000 AF below the Proactive trigger, 215,000 AF. This level provides 18,000 AF of Planning Storage between the Responsive trigger and the Critical trigger. Under drought conditions similar to 1999 – 2002, the defined trigger levels and associated actions described under Section 6.3.3 will allow for eight years of incrementally reduced production (based on Responsive trigger actions described in Section 6.3.3) before reaching the Critical trigger.

#### **6.3.2.3 Near-Critical Trigger**

The Near-Critical trigger was set as water levels approach the critical water level for the Soboba Tribe wells and was designed to provide a warning that water levels are approaching the Critical trigger. The Planning Storage of 205,000 AF is the Near-Critical Trigger, acting as a warning rather than a change in management actions. Using the Responsive trigger action formula in Section 6.3.3, a Planning Storage of 205,000 AF results in a Basinwide Net Production of 5,100 AFY. Given the Soboba Tribe's ability of the Soboba Tribe to pump 3,000 AFY from the Canyon Sub-Basin and the presence of Private Pumpers that



produced approximately 1,000 AFY from 1984 – 2013, there would potentially be very little Basinwide Net Production available to EMWD or LHMWD at this or lower levels of Planning Storage.

### 6.3.2.4 Critical Trigger

The Critical trigger was set based on the critical groundwater elevations indicated by analysis of the Soboba Tribe wells. The Planning Storage that triggers this action was developed based on the critical water level of 1,420 ft msl, as discussed in Section 6.3.1. The spring adjustment for this value results in a spring equivalent groundwater elevation of 1,450 ft msl. The Planning Storage Curves, averaged for the DW-03, DW-04, and IW-02, show an associated Planning Storage of 197,000 AF, which is the Critical trigger.

### 6.3.3 Trigger Actions

Planning Storage below the triggers results in actions to slow or reverse the decline in Planning Storage. Actions were based on either reduced production or increased recharge, with quantities developed based on the specific trigger. The difference between production and artificial recharge with imported water is termed Basinwide Net Production, which can be reduced through less production or more recharge. Basinwide Net Production includes all artificial recharge by imported water, regardless of entity, and production by all wells, including private and Soboba Tribe wells.

Trigger actions are described below, and summarized in Figure 6-10. Note that entities may at any time take voluntary actions beyond what is called for by the trigger actions.

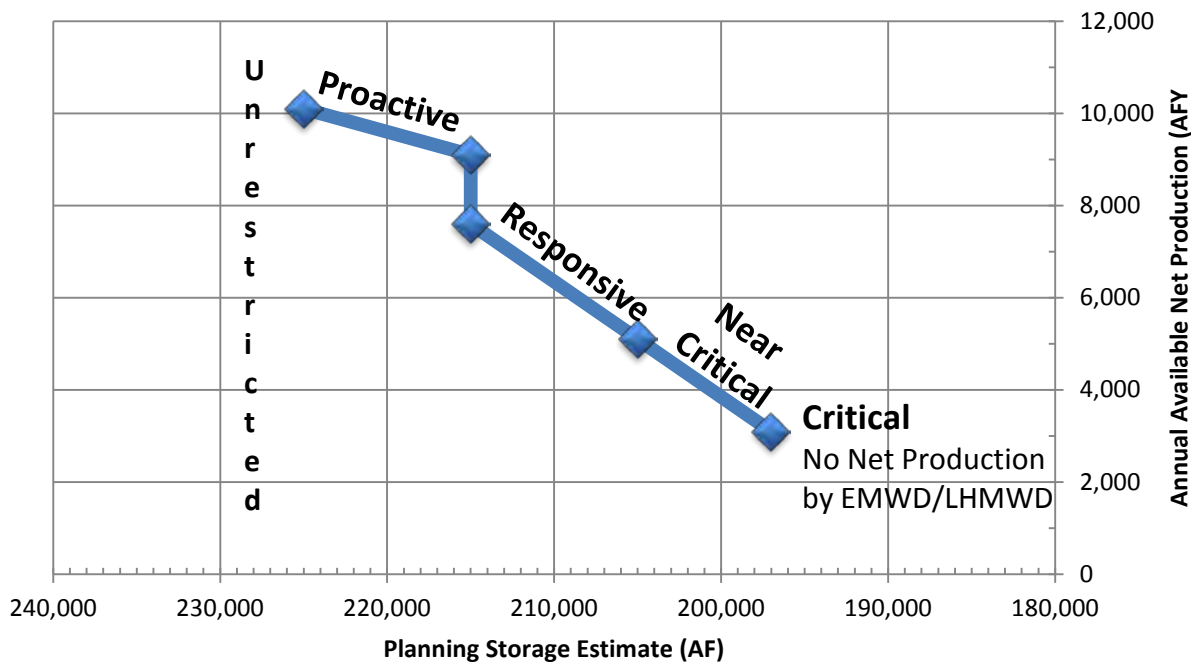


Figure 6-10: Summary of Trigger Levels and Net Production Limits

#### 6.3.3.1 Proactive Trigger

The Proactive trigger was designed to allow for actions to benefit the basin at a scale that can be more easily achieved by the water purveyors. The Proactive trigger was set at a storage level below where

outflow conditions across the fault are thought to have occurred in the past and below levels where liquefaction is thought to become an issue. As described in Section 6.3.2, the Proactive trigger was set at 225,000 AF. Storage above this trigger results in unrestricted production (subject to overall limitations by the Watermaster). This unrestricted production was intended to encourage continued natural recharge of the Canyon Sub-Basin as well as to guard against liquefaction. Storage below the Proactive trigger was intended to result in an early response to groundwater level declines that are not considered onerous by either LHMWD or EMWD. For the Proactive trigger, the quantity of water that is needed to bring the basin back to the uppermost threshold is divided by 10 to arrive at the required annual reduction in production or increase in recharge, allowing for a relatively modest response to declining water levels that is considered appropriate for these higher water levels (see Equation 2). With this response, groundwater levels would be expected to return to a Planning Storage of 225,000 AF given 10 years of average hydrology.

$$\text{Basinwide Net Production} = 10,100 - \left( \frac{225,000 - \text{Planning Storage}}{10} \right) \quad [2]$$

### 6.3.3.2 Responsive Trigger

The Responsive trigger was designed to allow for a stronger response to lower groundwater levels. The Planning Storage of 215,000 AF triggers an action of limiting Basinwide Net Production based on Equation 3. The Responsive trigger formula was designed to move the basin towards the 225,000 AF in Planning Storage within a four-year period, should normal hydrology occur.

$$\text{Basinwide Net Production} = 10,100 - \left( \frac{225,000 - \text{Planning Storage}}{4} \right) \quad [3]$$

### 6.3.3.3 Near-Critical Trigger

The Near-Critical trigger is set as water levels approach the critical water level for the Soboba Tribe wells and is designed to provide a warning that water levels are approaching the Critical Trigger. The Planning Storage of 205,000 AF is the upper bound of the Near-Critical Trigger. Acting as a warning rather than a change in management actions, actions of limiting Basinwide Net Production under the Near-Critical trigger are defined using the same formula as defined for the Responsive trigger (see Equation 3).

### 6.3.3.4 Critical Trigger

The Critical trigger is set near the critical water level for the Soboba Tribe wells and is designed to minimize the risk from variability in precipitation by setting the response at a level consistent with the dry period planning yield. The dry period Planning Yield is estimated as 2,500 AFY, which is based on the average of the four driest consecutive years within the 1990 – 2012 period analyzed for the Planning Yield: 1999 – 2002. Future Soboba Tribe and private groundwater production are anticipated to exceed 2,500 AFY. As this Plan does not require reduction in groundwater production by the Soboba Tribe or private pumpers, Planning Storage of 197,000 AF triggers an action of no Net Production of groundwater by EMWD and LHMWD from the Canyon Sub-basin except as discussed in Subsection 6.3.3.5.

### 6.3.3.5 Limitations to Meeting Trigger Actions

The ability to meet limitations defined through the trigger actions may not be possible at times due to insufficient available recharge water for the Canyon Sub-Basin and practical limits of the ability of agencies to shift to other alternative water sources. In situations where trigger actions cannot be met, the Participants would convene to discuss and coordinate options to optimize production for the Canyon Sub-Basin.

## 6.4 Plan Management

Management of the Plan includes regular monitoring, reporting, and updates of technical information and the plan itself.

### 6.4.1 Monitoring

Monitoring is critical to the success of the Plan and serves two primary purposes: implementing the Plan and improving the Plan.

Plan implementation requires monitoring of the Key Wells to establish trigger status and implement the defined actions. This requires manual water level measurements on the first workday in April.

Plan improvement is a broader category and involves additional monitoring needed to provide a more reliable analysis for future updates of this Plan. As summarized in Table 6-3, this includes:

- Daily transducer readings at the Key Wells and at Soboba wells IW-02, DW-03, and DW-04 to develop a better understanding of seasonal trends as well as to support other analysis, including impacts of well operations, storm events, and recharge activities, among others. Soboba well DW-01 does not have an access port or sounding tube suitable for transducer installation; an access tube and transducer may be installed as part of a future rehabilitation, if feasible. The transducer measurements must be supported by semiannual manual measurements for quality assurance. Semiannual manual measurements to occur at the spring reporting period and a period six months later.
- Semiannual (or more frequent) groundwater elevation monitoring at all accessible Canyon Sub-Basin wells to support future groundwater elevation contours, supporting estimates of basin storage, groundwater model calibration, and the general understanding of flow conditions. Monitoring to occur minimally at the spring reporting period and a period six months later.
- Installation of new monitoring wells, which would also be monitored at least semiannually and would fill gaps in the existing well network, including areas of Poppet Creek, Indian Creek, and upper portions of the San Jacinto River. Dedicated monitoring wells may also be installed in the central portions of the basin. After sufficient water level data has been collected, these dedicated monitoring wells may be considered as future Key Wells, with the benefit of less influence from groundwater production. Switching Key Wells from what is in this Plan to new dedicated monitoring wells will require development of new storage curves used in estimation of the Planning Storage. This will, however, not impact the triggers or trigger levels.

**Table 6-3: Groundwater Monitoring**

Well	Monitoring	Objective: Plan Implementation	Objective: Plan Improvement
Key Wells Soboba Wells	Transducer (daily)		Seasonal trends Support analysis
	Manual (semiannual <sup>2</sup> , or more frequent)	Determine trigger status and related actions <sup>1</sup>	Verify transducer readings
All Other Canyon Wells	Semiannual <sup>2</sup> , or more frequent		Support future analysis of groundwater elevations
New Wells	Semiannual <sup>2</sup> , or more frequent		Fill data gaps Potential future Key Wells

Notes:

1. Implementation requires only the April measurement.
2. Semiannual measurements to be taken on the first workday of April and October

In addition to the groundwater monitoring, there are several other key monitoring needs to improve the Plan in the future:

- Streamflow monitoring is needed for both upstream and downstream locations. Improvements to the Cranston Gauge are needed to improve reliability and acceptance of these data. Streamflow data downstream of the Canyon Sub-Basin are needed to better quantify recharge from streamflow. This may include outflow from the Soboba Pit or other downstream flow location. The existing State Street Gauge is valuable, but a gauge closer to the Canyon Sub-Basin boundary would provide a better estimate of recharge into the Canyon.
- Precipitation monitoring should continue to support estimates of areal recharge and streamflow recharge.
- Groundwater production, surface water deliveries, and location of septic users should continue to be monitored.
- Specific capacity monitoring should be performed on Soboba Tribe wells to improve the trigger values, particularly during periods of lower groundwater elevation.

Finally, the ability of the Soboba Tribe to pump 3,000 AFY from the Canyon Sub-Basin is a function of both groundwater conditions and Soboba Tribe's groundwater facilities. Monitoring of these facilities is necessary to manage the continued ability to produce groundwater and to identify impacts that are the result of groundwater conditions as opposed to the result of groundwater facilities. Monitoring should include:

- Static water level measurements, at least semiannually. Note that the ability to sound Soboba well DW-01 for groundwater levels is difficult and there is a potential for loss of the probe down the well, which would prohibit future groundwater level measurements until the pump is pulled.
- Specific capacity testing, computed semiannually utilizing static water level measurements.
- Video surveys, when wells are rehabilitated.

All monitoring data should be incorporated into the RWRD and be made available to all participants and the Watermaster.

#### **6.4.2 Annual Monitoring and Reporting**

Annual monitoring and reporting will be performed as described below. The Reporting Entity is a working group of the Plan participants, led by EMWD. The Reporting Entity will be responsible for:

- Compiling data from the Key Well owners
- Circulating data to the Plan participants for confirmation
- Performing calculations to estimate trigger status
- Identifying the trigger actions
- Documenting the above activities
- Documenting previous year's trigger actions, production, and recharge
- Circulating the documentation for review and comment
- Coordinating meetings and the sharing of the information with all Plan participants

It is anticipated that the plan itself will be updated periodically to ensure that the Canyon Sub-Basin is managed to provide the maximum benefit possible to the participants while still being protective of its long-term sustainability.

### 6.4.2.1 Monitoring

Monitoring, as described in Section 6.4.1, will be performed by the well owner. Monitoring of Key Wells for identification of trigger status is required on the first workday in April. Monitoring data is to be provided to the Reporting Entity and to the Plan participants within one week of measurement and will include the manual groundwater elevation measurement as well as manual and transducer measurements for the previous year.

The Reporting Entity or any of the Plan participants may request a supplemental manual groundwater elevation measurement within 1 week of receipt of the data, if the initial measurement is thought to be anomalous. The supplemental measurement will be made within 1 week of the request and will be provided to the Reporting Entity and to the Plan participants within one week of measurement, including the manual groundwater elevation measurement as well as manual and transducer measurements for the previous year. The decision on the use of the initial or the supplemental groundwater elevation measurement will be made through consensus among the Plan participants.

### 6.4.2.2 Analysis

The Reporting Entity will analyze the data through the following process. A hypothetical example is provided in Appendix C.

- For each of the three wells, convert the elevation data into a Planning Storage Estimate by using the linear regression formula identified on the Planning Storage Curve figure in Section 6.2. The groundwater elevation would be inserted as “x” and the Planning Storage would be the result, “y”.
- Develop a weighted average of the resulting Planning Storage estimates. Add the estimate for Cienega 6, LHMWD 16, and two times the estimate for DW-03. Then, divide the estimate by four.
- Identify the trigger level.
  - If the Planning Storage estimate is greater than 225,000 AF, then there is unrestricted production as related to this Plan.
  - If the Planning Storage estimate is between 215,000 and 225,000 AF, the basin is within the Proactive trigger.
  - If the Planning Storage estimate is between 205,000 and 215,000 AF, the basin is within the Responsive trigger.
  - If the Planning Storage estimate is between 197,000 and 205,000 AF, the basin is within the Near-Critical trigger.
  - If the Planning Storage less than 197,000 AF, the basin is within the Critical trigger.
- Identify the trigger action.
  - Proactive trigger.
 
$$\text{Basinwide Net Production} = 10,100 - \left( \frac{225,000 - \text{Planning Storage}}{10} \right)$$
  - Responsive and Near-Critical triggers.
 
$$\text{Basinwide Net Production} = 10,100 - \left( \frac{225,000 - \text{Planning Storage}}{4} \right)$$
  - Critical trigger.
 

No Net Production by LHMWD and EMWD within the Canyon Sub-Basin, subject to certain limitations discussed in Subsection 6.3.3.5.

- Estimate groundwater production by the Soboba Tribe and private pumpers by using the average of the past five-years. Subtract this value from the Basinwide Net Production to identify the volume available to EMWD and LHMWD.
- Coordinate with EMWD and LHMWD to identify individual actions to meet the Basinwide Net Production levels. EMWD and LHMWD will coordinate to develop these actions and to define cost sharing, which will be based on the level of benefits received.

### 6.4.2.3 Reporting

The Reporting Entity will compile the monitoring data and prepare a draft report by May 1. The draft report will include:

- Summary of activities for the previous two years
- Soboba groundwater supply status, including
  - Groundwater elevation data
  - Groundwater production data
  - Well status
- Canyon Sub-Basin groundwater conditions
  - Groundwater production by entity
  - Artificial recharge
  - Key Well groundwater elevation
  - Estimated Planning Storage
  - Trigger status
  - Trigger actions

The draft will be circulated to EMWD, LHMWD, and the Soboba Tribe. Comments will be provided by May 15. The final report will be developed by June 1. Actions resulting from the report will cover the period July 1 – June 30.

### 6.4.3 Data Sharing and Communication

Data sharing and communication between EMWD, LHMWD, and the Soboba Tribe are critical for the success of the Plan. This includes sharing data, holding meetings, and as-needed communication through primary contacts for each participant.

#### 6.4.3.1 Data Sharing

The Reporting Entity will facilitate data sharing through the development and maintenance of an ftp site and coordination for the continued maintenance of the RWRD, with access available to all participants. The ftp site and RWRD will allow participants to provide new data and reports and access existing data and reports.

#### 6.4.3.2 Meetings

Meetings are necessary to maintain proper communication between the Plan participants, allowing for timely action on groundwater-related issues including potential future impacts or potential early actions. Meetings will be coordinated by the Reporting Entity and will be held at least annually, coinciding with the release of the draft report in May. Additional meetings will be held when the basin is below the Responsive trigger, with meetings at least quarterly.

#### 6.4.3.3 Primary Contact

Additional communication will be facilitated through the establishment of a primary contact or contacts. Each participant will establish a primary contact or contacts for activities related to this Plan and will

provide contact information, including email, telephone, mail, and a physical address. As desired by each participant, multiple contacts may be provided to serve certain functions, such as a contact for policy issues and a contact for data or technical issues.

#### **6.4.4 Updates**

This Plan may be updated or modified in the future jointly by the plan participants to refine the technical analysis, refine the management process, or incorporate the use of alternative supplies.

##### **6.4.4.1 Planning Yield Update**

Updating the Planning Yield may be necessary to

- Incorporate improved data and relevant analyses for updating the water balance
- Capture changes that occur over time to the hydrologic system due to development, water use practices, and climate change

Future data collection efforts should focus on improving the accuracy of measurements at the Cranston Gauge and on data collection to capture both upstream (Cranston Gauge) and downstream (State Street Gauge, Soboba Pit outflow, or other location) streamflow. Such streamflow data are critical as the San Jacinto River system contributes nearly 90% of the inflow to the groundwater system.

The impact of changes over time to the hydrologic system will vary depending on the changes in land use practices. Periods of intensive urbanization or significant changes in agricultural practices may accelerate the need for updating the Planning Yield. However, as noted above, the San Jacinto River system is the primary driver for the Planning Yield estimate resulting in the estimate being less sensitive to changes in other components of the hydrologic system.

##### **6.4.4.2 Management Process Update**

The Plan participants may decide to review the validity of the assumptions and methodology of this Plan. The participants could then direct a review that may include:

- Review of Planning Storage Curves through estimates of Planning Storage beyond 2012 and incorporation of new groundwater elevation data.
- Review of the Critical trigger level through incorporation of new estimates of specific capacity at Soboba Tribe wells
- Incorporation of other new data sources

As LHMWD 16 is a new well, monitoring will be required to ensure that the measured water levels track with the Planning Storage Curve. If future measured groundwater levels at LHMWD 16, or at the other Key Wells, show significant deviation from the Storage Curve then replacement with alternate wells, reduction in the number of Key Wells, or revision of the Storage Curves may be considered.

##### **6.4.4.3 Document Update**

It is likely that an update to the technical analysis or the management process will require revision to the Plan. A decision on the need for updates to the Plan will be made by the participants after 5 years, at which point a decision will be made for the frequency of future updates. Should the Plan participants desire to modify various aspects of the Plan, including but not limited to the technical analysis, management process, or the incorporation of alternative supplies, the Plan may be updated at any time by mutual agreement of the participants.

#### **6.4.5 Supply Alternative Planning**

The monitoring, analysis, and reporting implemented by this Plan may lead to reduced groundwater production and increased recharge. Additionally, supplemental water may be provided to the Soboba

Tribe as an alternative method to manage the basin and achieve the objectives of the Plan. Decisions on which method to select may require additional coordination, technical work, or planning activities.

#### **6.4.5.1 Groundwater Production**

Groundwater production may be reduced by EMWD and LHMWD to reduce outflows and comply with trigger actions. Such reduction may be achieved through conservation or through delivery of alternate water supplies (in-lieu recharge). Reduced groundwater production may require changes to infrastructure to meet customer demand with different supply mixes. EMWD and LHMWD may choose to investigate infrastructure needs and potential costs.

#### **6.4.5.2 Groundwater Recharge**

Groundwater recharge may be utilized by EMWD and LHMWD to augment water supplies and comply with trigger actions. Artificial recharge activities require appropriate permits from the Santa Ana RWQCB which would generally involve modeling, monitoring, water quality sampling, and analysis to ensure that groundwater quality in the Canyon Sub-Basin is not significantly impacted by the recharge. EMWD is signatory to *Cooperative Agreement to Protect Water Quality and Encourage the Conjunctive Use of Imported Water in the Santa Ana River Basin*, which likely allows for recharge of State Water Project water in the Canyon Sub-Basin. Groundwater recharge in the Canyon will need to be consistent with Section 6.6.4 of the Stipulated Judgment, Section 4.2 of the Settlement Agreement, and the Cooperative Agreement. State Water Project water has been deemed acceptable in the past and is assumed to be acceptable in the future. Water of lesser quality (e.g., Colorado River Aqueduct water) could potentially be recharged after discussion with Participants, prior written approval by the Soboba Tribe, and regulatory approval. This Plan assumes that the recharge of water from the San Jacinto River and from the State Water Project can occur at the Grant Avenue Ponds, and LHMWD's approval of this Plan is contingent on the ability to recharge State Water Project water at the Grant Avenue Ponds.

LHMWD may consider coordinating with the Santa Ana RWQCB and potentially becoming part of the Cooperative Agreement to allow for LHMWD to recharge State Water Project water in the Canyon Sub-Basin, or may work through EMWD to recharge the basin in accordance with the Cooperative Agreement. EMWD remains committed to working with LHMWD and the Tribe to pursue viable and low cost methods of sustaining Canyon groundwater levels, including potential recharge of water at the Grant Avenue Ponds. Additionally, EMWD and LHMWD may consider estimating the cost of recharging water at Grant Avenue to assist in the decision between reducing production or increasing recharge to meet trigger action requirements.

#### **6.4.5.3 Supplemental Water**

As previously stated, the Settlement Agreement establishes the Soboba Tribe production rights at 9,000 AFY from Intake (as defined in the Settlement Agreement, generally the southern portion of the Upper Pressure Sub-Basin, including the portion adjacent to the Canyon Sub-Basin) and Canyon Sub-Basins (within the Hemet/San Jacinto Groundwater Management Area); however, at least 3,000 AFY must be made available for production directly from the Canyon Sub-Basin. If the Canyon Sub-Basin supplies are inadequate to meet the Soboba Tribe's 3,000 AF annual production allocation and demands, then EMWD and LHMWD will be required to provide a supplemental water supply directly to the Soboba Tribe to satisfy production rights demands. Among other goals, this Plan is developed to support responsible and sustainable water management that will allow for the continued ability of the Soboba Tribe to produce 3,000 AFY from the Canyon Sub-Basin, consistent with the implementation of the Settlement Agreement.

The Plan participants may, at some point, decide that it is more advantageous for managing the basin through shortage conditions or to allow for more recharge capture for EMWD and LHMWD to provide a supplemental water supply directly to the Soboba Tribe to satisfy production rights demands. The



provision for supplemental water is also included in the Settlement Agreement. Additional information is required to make an informed decision on supplemental water delivery, including:

- The existing cost of groundwater production by the Soboba Tribe;
- Daily flow rate required to satisfy the 3,000 AFY production allocation in the Settlement Agreement;
- The water quality of the proposed supplemental supply; and
- Costs for providing supplemental water, including capital costs and operations and maintenance costs.

The Plan participants may collectively or individually investigate these items to make informed decisions regarding the delivery of supplemental water. Any proposal to supply supplemental water will be coordinated among the Plan participants and may be incorporated into the Plan as a management element, subject to mutual approval by the participants.

## Section 7 References

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- WRIME. (2007). *Water Management Plan*. Prepared for EMWD, LHMWD, City of Hemet, and City of San Jacinto, in Coordination with the California Department of Water Resources.

## **Appendix A - Memorandum of Understanding**

# **MEMORANDUM OF UNDERSTANDING**

## **OPERATING PLAN FOR THE CANYON SUB-BASIN**

This Memorandum of Understanding ("MOU") is by and between the Soboba Band of Luiseño Indians (the "Tribe"), the Eastern Municipal Water District ("EMWD"), and the Lake Hemet Municipal Water District ("LHMWD"). The latter two entities are sometimes collectively referred to as the "Two Agencies," and the Two Agencies and the Tribe are collectively referred to as "the Parties".

### **RECITALS**

A. In the water rights negotiations involving the Tribe, the United States, EMWD, LHMWD, and the Metropolitan Water District of Southern California ("MWD") that led to the Soboba Band of Luiseño Indians Settlement Agreement ("Settlement Agreement"), the Tribe and the United States sought limits on production from the Canyon Sub-Basin ("CSB") by non-Indian parties but ultimately agreed to forego such limits in return for (1) an obligation on the part of EMWD and LHMWD, under paragraph 4.1.C of the Settlement Agreement, to deliver water to the Tribe under certain circumstances, and (2) the requirement that the Tribe and the United States, under paragraph 4.8.A of the Settlement Agreement, must approve the Water Management Plan ("WMP") prepared by the Two Agencies and others before it can become effective. The WMP is to be the physical solution adopted by the Court pursuant to a Stipulated Judgment ("Stipulated Judgment") in an action filed by EMWD to adjudicate various water rights in a described Management Area, of which the CSB is a part. The WMP is to be implemented and operated by a Watermaster ("WM"), appointed by the Court and consisting of one representative of each of the Two Agencies, the Cities of Hemet and San Jacinto and one representing all private pumpers.

B. The Tribe's willingness to forego pumping limits was based on a limit on pumping from the CSB imposed on EMWD by the Fruitvale Judgment of 4,500 afa when the static water level in the CSB is 25 feet or more below ground level in a specifically described well ("Fruitvale Limit").

C. The WMP provides that the WMP supersedes the Fruitvale Judgment, thereby eliminating the Fruitvale Limit.

D. The Tribe is willing to approve the WMP and to recommend that the United States approve the WMP if the Two Agencies will commit to the prompt development of an operating plan for the CSB ("Operating Plan") designed to help avoid shortages that would result in involuntary pumping restrictions on one or more of the Two Agencies, using each of the elements set forth on Attachment 1 that is determined by the Parties to be reasonably, economically, practically, legally and environmentally achievable and funded through a cost-sharing arrangement based on benefits received.

E. Each of the Two Agencies is willing to make such a commitment and to develop such an Operating Plan as quickly as reasonably possible as set forth herein in order that approvals of the WMP by the Tribe and the United States can be obtained.

**IT IS THEREFORE AGREED,**

1. The Two Agencies will each commit to do what is necessary in the shortest time reasonably possible to cooperatively develop an Operating Plan for the CSB based on, among other things, the elements described on Attachment 1 attached hereto and incorporated herein by reference which are determined by the Tribe and each of the Two Agencies to be reasonably, economically, practically, legally and environmentally achievable and funded through a cost-sharing arrangement based on benefits received. To the extent that projects or elements proposed would have regional benefits as opposed to benefiting one or more of the Parties to this MOU, the Two Agencies will request that the WM participate in the implementation of the element or project. In the absence of the WM's participation, the element or project shall be scaled back so as to benefit only one or more of the Parties. The Parties acknowledge that this MOU does not obligate them to include any or all of these elements in the final Operating Plan for the CSB.
2. The Parties agree that EMWD shall direct the WM to recharge in the CSB, from EMWD's share of the Imported Water supplied by MWD pursuant to the Settlement Agreement, in addition to any other recharge already or normally scheduled for the CSB, an amount of water equal to production from the CSB by EMWD that exceeds the Fruitvale Limit on terms and conditions established by the WM. The additional recharge shall occur in the same year as said excess production by EMWD or as soon thereafter as reasonably possible, to the extent EMWD's share of Imported Water supplied by MWD is available. If EMWD's share of Imported Water supplied by MWD is not available to supply all or part of the additional recharge, EMWD shall make up the balance of the excess production by comparable production cuts within the three subsequent water years. The Parties further agree that the requirements of this paragraph constitute a component of the WMP for the Canyon Management Zone referenced in Section 8.9 of the WMP and acknowledge that the Stipulated Judgment gives EMWD the right to direct the WM to undertake the recharge required herein.
3. The Tribe agrees based on the foregoing to approve the WMP and recommend to the United States that it also approve the WMP.
4. Execution of this MOU may be *via* facsimile or electronic means. Given the governmental character of the Parties, all Parties understand and agree that this MOU can only be effective and binding between and among them provided that the Tribal Council and the Districts' Boards of Directors approve the MOU and authorize its execution. This MOU will be executed in counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument. This MOU shall become effective upon the date the last Party executes it.
5. Each person executing this MOU on a Party's behalf is duly authorized and empowered to do so.

6. All notices or communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following Parties at the addresses or numbers below:

To the Soboba Tribe

Chairperson  
SOBOBA BAND OF LUISEÑO INDIANS  
P.O. Box 487  
San Jacinto, CA 92581  
Telephone (951) 654-2765  
Fax (951) 654-4198

With Copy to

LUEBBEN JOHNSON & BARNHOUSE LLP  
Karl E. Johnson  
7424 4th St., NW  
Los Ranchos de Albuquerque, NM 87107  
Telephone (505) 842-6123  
Fax (505) 842-6124

To EMWD

General Manager  
EASTERN MUNICIPAL WATER DISTRICT  
P.O. Box 8300  
Perris, CA 92572-8300  
Telephone (951) 928-3777  
Fax (951) 928-6112

With Copy to

REDWINE AND SHERRILL  
Gerald D. Shoaf  
1950 Market St.  
Riverside, CA 92501  
Telephone (951) 684-2520  
Fax (951) 684-9583

To LHMWD

General Manager  
LAKE HEMET MUNICIPAL WATER DISTRICT  
P.O. Box 5039  
Hemet, CA 92544  
Telephone (951) 658-3241  
Fax (951) 766-7031

With Copy to

BEST, BEST & KRIEGER, LLP  
Bradley E. Neufeld  
P.O. Box 1028  
Riverside, CA 92502-1028  
Telephone (951) 686-1450  
Fax (951) 686-3083

7. Each of the Parties agrees to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate and make effective the terms and conditions of this MOU, including the execution of any additional documents that may be necessary.

IN WITNESS WHEREOF, each of the Parties has executed this MOU on the day and year written below.

DATED: Feb. 19, 2009

SOBOBA BAND OF LUISEÑO INDIANS

By: Rosemary Morille

APPROVED AS TO FORM:

LUEBBEN JOHNSON & BARNHOUSE, LLP

By: \_\_\_\_\_  
Karl E. Johnson

DATED: April 1, 2009

EASTERN MUNICIPAL WATER DISTRICT

By: [Signature]

APPROVED AS TO FORM:

REDWINE, AND SHERRILL

By: Gerald D. Shoaf  
Gerald D. Shoaf

DATED: April 1, 2009

LAKE HEMET MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_

APPROVED AS TO FORM:

BEST, BEST & KRIEGER

By: \_\_\_\_\_  
Bradley E. Neufeld

## **Elements of a Canyon Sub-Basin Operating Plan**

Among the elements that will be considered for inclusion in the Operating Plan for the Canyon Sub-Basin are the following.

1. **Artificial Recharge**
  - a. **Maximize recharge of stormwater runoff by coordinating management of Eastern's diversion rights at the Grant Street ponds with the ongoing reclamation of the Soboba gravel pit.**
  - b. **Prioritize use of imported State Water Project water to keep seasonal static water level variations in the Cienega area of the Canyon Sub-basin within recorded historic limits subject to refinement upon completion of modeling and agreement by all Parties.**
  - c. **Permit and construct facilities to implement artificial recharge in the Cienega area. Options include the Fairview Ponds and the Soboba gravel pit (subject to environmental limitations and constraints).**
2. **Monitoring**
  - a. **Implement continuous stream gauging of Indian and Poppet Creeks on the Soboba Reservation.**
  - b. **The Tribe may provide the sites and gauging structures, and the Two Agencies and/or the Water Master may contract with and pay the U.S. Geological Survey for operation and maintenance.**
3. **Pumping Restrictions**
  - a. **Implementation of artificial recharge as described above is designed to minimize a need for pumping restrictions in droughts of moderate duration (e.g., those occurring from 1985 – 2007).**
  - b. **In the event of extended drought conditions (e.g., those occurring from the late 1940s to the mid-1960s), the Two Agencies and/or the Water Master may consider proactively limiting pumping to avoid severe shortages.**
4. **Soboba Gravel Pit Reclamation**
  - a. **Removal of fine sediment to promote recharge while the pit aggrades back to a natural floodplain may be continued, with costs shared by the Tribe and the Two Agencies and/or the Water Master.**
  - b. **The Tribe and the Two Agencies, and/or the Water Master, may cooperate and cost share in permitting and constructing grade control structures and/or other measures on the San Jacinto River to reclaim the natural channel upstream of the pit, and to help address erosion and diversion problems in the Grant Street ponds vicinity.**



- c. **The Parties may explore permitting the reclamation-related actions described above by incorporating them into the U.S. Army Corps of Engineers San Jacinto River Restoration Project or other cooperative projects.**

## **Appendix B - Meeting Attendees**

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# CANYON OPERATING PLAN KICK-OFF MEETING

January 13, 2014  
 Conference Room 218  
 11:00 am – 12:00 pm

PRINT NAME	E-MAIL ADDRESS	SIGNATURE
FRANK COATE	FCOATE@SOBOBA-NSN.GOV	
Erick Miller	emiller@aspectconsulting.com	
Jim Blanke	jblanke@rmcwater.com	
Ali Tashavi	atashavi@rmcwater.com	
Jayne Jory	<del>jory</del> joryj@emwd.org	
John Dotinga	dotingaj@emwd.org	
Gordon Ng	ngg@emwd.org	
John DAVENIN	DAVENINJ@EMWD.ORG	
BRIAN POWELL	POWELLB@EMWD.ORG	
TOM WAGONER	twagoner@LHMWD.ORG	Tom Wagoner
Mike Gow	mgow@lhmwd.org	
CBachmann	bachmannc@emwd.org	

# Meeting Sign-In Sheet



## EMWD Canyon Operating Plan Project

**Subject:** 1<sup>st</sup> Monthly Meeting  
**Date/Time:** February 10<sup>th</sup> 2014, 10:30 – 12:30 pm  
**Location:** EMWD, Room 101 (Community Room)  
 2270 Trumble Road, Perris

Name	Signature	Entity	Title	Email	Telephone
Charlie Bachmann		EMWD	Assistant General Manager	bachmannc@emwd.org	(951) 928-3777 x ____
Jim Blanke		RMC	Senior Hydrogeologist	jblanke@rmcwater.com	(916) 999-8762
Frank Coate	PHONE	Soboba Tribe		fcoate@soboba-nsn.gov	(951) ____ - ____
John Daverin		EMWD	Senior Engineering Geologist	daverinj@emwd.org	(951) 928-3777 x4584
John Dotinga		EMWD	Water Production Manager	dotingaj@emwd.org	(951) 928-3777 x7301
Khos Ghaderi		EMWD	Director of Water Operations	ghaderik@emwd.org	(951) 928-3777 x ____
Mike Gow		LHMWD	Asst. General Manager, Chief Engineer	mgow@lhmwd.org	(951) 658-3241 x 238
Jayne Joy		EMWD	Director, Environ. & Regulatory Compliance	joyj@emwd.org	(951) 928-3777 x ____
Kenneth McLaughlin		Soboba Tribe	Director of Public Works	kmclaughlin@soboba-nsn.gov	(951) ____ - ____
Erick Miller	PHONE	Soboba Tribe (Aspect Consulting)	Senior Associate Hydrogeologist	emiller@aspectconsulting.com	(206) 780-7715
Behrooz Mortazavi		Watermaster	Advisor	bmortazavi@msn.com	(951) ____ - ____
Gordon Ng		EMWD	Civil Engineering Associate I	ngg@emwd.org	(951) 928-3777 x4512
Brian Jack Powell		EMWD	Director of Planning	powellb@emwd.org	(951) 928-3777 x4278
Ali Taghavi		RMC	Principal	ataghavi@rmcwater.com	(916) 999-8760
Tom Wagoner		LHMWD	General Manager	twagoner@lhmwd.org	(951) 658-3241 x240
Ac Javin		EMWD	ENV. SVCS. MGR.	JAVIN@emwd.org	x 6327





# Meeting Sign-In Sheet



## EMWD Canyon Operating Plan Project

**Subject:** 4<sup>th</sup> Monthly Meeting  
**Date/Time:** May 12<sup>th</sup> 2014, 10 am – 2 pm  
**Location:** EMWD, Room 218  
 2270 Trumble Road, Perris

Name	Signature	Entity	Title	Email	Telephone
Charlie Bachmann	<i>[Signature]</i>	EMWD	Assistant General Manager	bachmann@emwd.org	(951) 928-3777 x _____
Jim Blanke	<i>[Signature]</i>	RMC	Senior Hydrogeologist	jblanke@rmcwater.com	(916) 999-8762
Frank Coate	<i>[Signature]</i>	Soboba Tribe	Natural Resources Manager / Water	fcoate@soboba-nsn.gov	(951) <del>663-8332</del>
John Daverin	<i>[Signature]</i>	EMWD	Senior Engineering Geologist	daverinj@emwd.org	(951) 928-3777 x4584
John Dotinga	<i>[Signature]</i>	EMWD	Water Production Manager	dotingaj@emwd.org	(951) 928-3777 x7301
Khos Ghaderi	<i>[Signature]</i>	EMWD	Director of Water Operations	ghaderik@emwd.org	(951) 928-3777 x _____
Mike Gow	<i>[Signature]</i>	LHMWD	Asst. General Manager, Chief Engineer	mgow@lhmwd.org	(951) 658-3241 x238
Al Javier	<i>[Signature]</i>	EMWD	Environmental Services Manager	javier@emwd.org	(951) 928-3777 x6327
Jayne Joy	<i>[Signature]</i>	EMWD	Director, Environ. & Regulatory Compliance	joyj@emwd.org	(951) 928-3777 x _____
Nick Kanetis	present	EMWD	Deputy General Manager	kanetisn@emwd.org	(951) 928-3777 x _____
Kenneth McLaughlin	<i>[Signature]</i>	Soboba Tribe	Director of Public Works	kmclaughlin@soboba-nsn.gov	(951) _____ - _____
Erick Miller	<i>[Signature]</i>	Soboba Tribe (Aspect Consulting)	Senior Associate Hydrogeologist	emiller@aspectconsulting.com	(206) 780-7715
Behrooz Mortazavi	<i>[Signature]</i>	Watermaster	Advisor	behrooz@H2Oengineers.com	(714) 794-5520
Gordon Ng	<i>[Signature]</i>	EMWD	Civil Engineering Associate I	ngg@emwd.org	(951) 928-3777 x4512
Brian Jack Powell	<i>[Signature]</i>	EMWD	Director of Planning	powellb@emwd.org	(951) 928-3777 x4278
Ali Taghavi	<i>[Signature]</i>	RMC	Principal	ataghavi@rmcwater.com	(916) 999-8760
Tom Wagoner	<i>[Signature]</i>	LHMWD	General Manager	twagoner@lhmwd.org	(951) 658-3241 x240
MIKE NUSSE	<i>[Signature]</i>	EMWD	WATER RESOURCES PLANNING MANAGER	NUSSE@EMWD.ORG	x4514
Jeff Wall	<i>[Signature]</i>	EMWD	AGM / O&M	wallj@emwd.org	x 6255
Nick Kanetis	<i>[Signature]</i>	EMWD	DEM	kanetisn@emwd.org	x6161
Ryan Brownee	by phone	Soboba Tribe Aspect Consulting		rbrownlee@aspectconsulting.com	

# Meeting Sign-In Sheet



## EMWD Canyon Operating Plan Project

**Subject:** 5<sup>th</sup> Monthly Meeting  
**Date/Time:** June 23<sup>rd</sup> 2014, 2 pm – 3:30 pm  
**Location:** EMWD, Room 218  
 2270 Trumble Road, Perris

Name	Signature	Entity	Title	Email	Telephone
Charlie Bachmann		EMWD	Assistant General Manager	bachmanncc@emwd.org	(951) 928-3777 x_____
Jim Blanke		RMC	Senior Hydrogeologist	jblanke@rmcwater.com	(916) 999-8762
Frank Coate	present	Soboba Tribe	Natural Resources Manager/Water	fcoate@soboba-nsn.gov	(951) 663-8332
John Daverin		EMWD	Senior Engineering Geologist	daverinj@emwd.org	(951) 928-3777 x4584
John Dotinga		EMWD	Water Production Manager	dotingaj@emwd.org	(951) 928-3777 x7301
Khos Ghaderi		EMWD	Director of Water Operations	ghaderik@emwd.org	(951) 928-3777 x_____
Mike Gow	present	LHMWD	Asst. General Manager, Chief Engineer	mgow@lhmwd.org	(951) 658-3241 x238
Al Javier		EMWD	Environmental Services Manager	javiera@emwd.org	(951) 928-3777 x6327
Jayne Joy		EMWD	Director, Environ. & Regulatory Compliance	joyj@emwd.org	(951) 928-3777 x_____
Nick Kanetis	present	EMWD	Deputy General Manager	kanetisn@emwd.org	(951) 928-3777 x6161
Kenneth McLaughlin		Soboba Tribe	Director of Public Works	kmclaughlin@soboba-nsn.gov	(951) _____ - _____
Erick Miller	present	Soboba Tribe (Aspect Consulting)	Senior Associate Hydrogeologist	emiller@aspectconsulting.com	(206) 780-7715
Behrooz Mortazavi		Watermaster	Advisor	behrooz@H2Oengineers.com	(714) 794-5520
Gordon Ng		EMWD	Civil Engineering Associate I	ngg@emwd.org	(951) 928-3777 x4512
Mike Nusser		EMWD	Water Resources Planning Manager	nusserm@emwd.org	(951) 928-3777 x4514
Brian Jack Powell		EMWD	Director of Planning	powellb@emwd.org	(951) 928-3777 x4278
Ali Taghavi		RMC	Principal	ataghavi@rmcwater.com	(916) 999-8760
Tom Wagoner		LHMWD	General Manager	twagoner@lhmwd.org	(951) 658-3241 x240
Jeff Wall	present	EMWD	Asst. General Manager, O&M	wallj@emwd.org	(951) 928-3777 x6255
Scott Goldman		RMC	Principal	sgoldman@rmcwater.com	(949) 420-5314



# Meeting Sign-In Sheet



## EMWD Canyon Operating Plan Project

**Subject:** Participants Comment Meeting  
**Date/Time:** November 18<sup>th</sup>, 2014, 10 am – noon  
**Location:** EMWD, Room 218  
 2270 Trumble Road, Perris

Name	Signature	Entity	Title	Email	Telephone
Charlie Bachmann		EMWD	Assistant General Manager	bachmann@emwd.org	(951) 928-3777 x4461
Jim Blanke	<i>J Blanke</i>	RMC	Senior Hydrogeologist	jblanke@rmcwater.com	(916) 999-8762
Frank Coate	<i>Frank Coate</i>	Soboba Tribe	Natural Resources Manager/Water	fcoate@soboba-nsn.gov	(951) 663-8332
John Daverin	<i>John Daverin</i>	EMWD	Senior Engineering Geologist	daverinj@emwd.org	(951) 928-3777 x4584
John Dotinga		EMWD	Water Production Manager	dotingaj@emwd.org	(951) 928-3777 x7301
Khos Ghaderi		EMWD	Director of Water Operations	ghaderik@emwd.org	(951) 928-3777 x_____
Mike Gow	<i>telephone</i>	LHMWD	Asst. General Manager, Chief Engineer	mgow@lhmwd.org	(951) 658-3241 x238
Al Javier		EMWD	Environmental Services Manager	javier@emwd.org	(951) 928-3777 x6327
Jayne Joy		EMWD	Director, Environ. & Regulatory Compliance	joyj@emwd.org	(951) 928-3777 x6241
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## **Appendix C - Example Net Production Calculation**

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The following is an example of how to calculate Net Production using hypothetical groundwater elevations, based on the steps included in Section 6.4.2.2.

- Hypothetical measured groundwater elevations, recorded April 1:
  - **DW-03: 1529.9'**
  - **Cienega 6: 1520.1'**
  - **LHMWD 16: 1569.0'**
- For each of the three wells, convert the elevation data into a Planning Storage Estimate by using the linear regression formula identified of the Planning Storage Curve figure in Section 6.2. The groundwater elevation would be inserted as “x” and the Planning Storage would be the result, “y”.
  - **DW-03:  $y = (222.01 * 1529.9) - 125,286 = 214,367$  AF**
  - **Cienega 6:  $y = (219.66 * 1520.1) - 120,544 = 213,361$  AF**
  - **LHMWD 16:  $y = (350.31 * 1569.0) - 342,312 = 207,324$  AF**
- Develop a weighted average of the resulting Planning Storage estimates. Add the estimate for Cienega 6, LHMWD 16, and two times the estimate for DW-03. Then, divide the estimate by four.
  - ***Planning Storage* =  $\frac{(214,367 * 2) + 213,361 + 207,324}{4} = 212,355$  AF**
- Identify the trigger level.
  - If the Planning Storage estimate is greater than 225,000 AF, then there is unrestricted groundwater production as related to this Plan.
  - If the Planning Storage estimate is between 215,000 and 225,000 AF, the basin is within the Proactive trigger.
  - **If the Planning Storage estimate is between 205,000 and 215,000 AF, the basin is within the Responsive trigger.**
  - If the Planning Storage estimate is between 197,000 and 205,000 AF, the basin is within the Near-Critical trigger.
  - If the Planning Storage less than 197,000 AF, the basin is within the Critical trigger.
  - **Trigger level is Responsive**
- Identify the trigger action.
  - Proactive trigger.
 
$$\text{Basinwide Net Production} = 10,100 - \left( \frac{225,000 - \text{Planning Storage}}{10} \right)$$
  - **Responsive and Near-Critical triggers.**

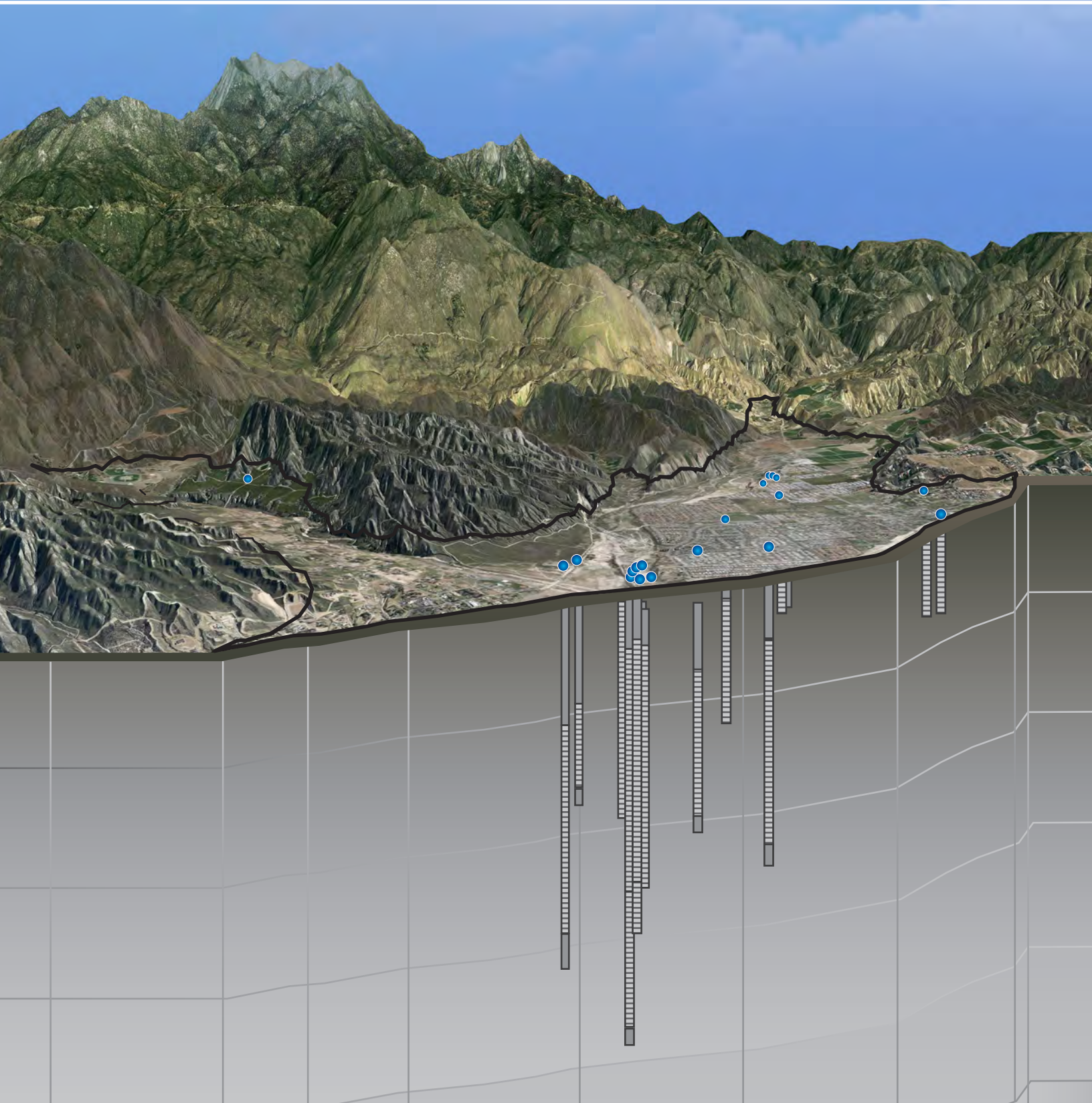
$$\text{Basinwide Net Production} = 10,100 - \left( \frac{225,000 - \text{Planning Storage}}{4} \right)$$
  - Critical trigger.
 

No Net Production by LHMWD and EMWD within the Canyon Sub-Basin, subject to certain limitations discussed in Subsection 6.3.3.5.

- **Trigger action: *Basinwide Net Production* =  $10,100 - \left(\frac{225,000-212,355}{4}\right) = 6,939 \text{ AFY}$**
- Estimate groundwater production by the Soboba Tribe and private pumpers by using the average of the past five-years. Subtract this value from the Basinwide Net Production to identify the volume available to EMWD and LHMWD.
  - **Hypothetical average production over the past five years, Soboba Tribe: 1,100 AFY**
  - **Hypothetical average production over the past five years, private pumpers: 489 AFY**
  - **Net Production available to EMWD and LHMWD =  $6,939 - (1,100+489) = 5,350 \text{ AFY}$**
- Coordinate with EMWD and LHMWD to identify individual actions to meet the Basinwide Net Production levels. EMWD and LHMWD will coordinate to develop these actions and to define cost sharing, which will be based on the level of benefits received.



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