

Borrego Water District Board of Directors
Regular Meeting
July 12, 2022 @ 9:00 a.m.
806 Palm Canyon Drive
Borrego Springs, CA 92004

COVID-19 UPDATE: The Borrego Water District Board of Directors meeting as scheduled in an electronic format. BWD will be providing public access to the Meeting thru electronic means only to minimize the spread of the COVID-19 virus, based upon direction from the California Department of Public Health, the California Governor's Office and the County Public Health Office. Anyone who wants to listen to or participate in the meeting is encouraged to observe the GO TO MEETING at:

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I. OPENING PROCEDURES -

- A. Call to Order
- B. Pledge of Allegiance
- C. Directors' Roll Call: President Dice, Vice President Baker, Directors Duncan, Johnson and Rosenboom
- D. Approval of Agenda
- E. Approval of Minutes - None
- F. Comments from the Public & Requests for Future Agenda Items (may be limited to 3 min)
- G. Comments from Directors
- H. Correspondence Received from the Public- None

II. ITEMS FOR BOARD CONSIDERATION AND POSSIBLE ACTION -

- A. State Technical Services Support Grant for Monitoring Well Construction – T Driscoll/G Poole
- B. Release of Sewerline Easements: La Casa Del Zorro – D Dale
- C. Town Hall Date, Format and Topics – G Poole/K Dice
- D. Employment Contract with General Manager -K Dice
- E. Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice/T Driscoll
 - i. Update on Board Activities
 - a. Draft BWD Letter to Watermaster re: Future Projects
 - ii. Update on Technical Advisory Committee Activities

AGENDA: July 12, 2022

All Documents for public review on file with the District's secretary located at 806 Palm Canyon Drive, Borrego Springs CA 92004. Any public record provided to a majority of the Board of Directors less than 72 hours prior to the meeting, regarding any item on the open session portion of this agenda, is available for public inspection during normal business hours at the Office of the Board Secretary, located at 806 Palm Canyon Drive, Borrego Springs CA 92004.

The Borrego Springs Water District complies with the Americans with Disabilities Act. Persons with special needs should call Geoff Poole – Board Secretary at (760) 767 – 5806 at least 48 hours in advance of the start of this meeting, in order to enable the District to make reasonable arrangements to ensure accessibility.

If you challenge any action of the Board of Directors in court, you may be limited to raising only those issues you or someone else raised at the public hearing, or in written correspondence delivered to the Board of Directors (c/o the Board Secretary) at, or prior to, the public hearing.

III. BOARD COMMITTEE REPORTS, IF NEEDED

STANDING:

- A. Operations and Infrastructure: Duncan/Rosenboom
- B. Budget and Audit: Dice/Rosenboom
- C. ACWA/JPIA insurance: Dice/Johnson

AD HOC:

- A. Prop 68: Baker/Johnson
- B. Public Outreach: Dice/Johnson
- C. Grants: Dice/Johnson
- D. Cyber Security/Risk Management: Baker/Rosenboom
- E. Pilot Water Program/Developer's Policy: Baker/Duncan
- F. Finance: Baker/Rosenboom
- G. WWTP Well: Baker/Rosenboom

IV. STAFF REPORTS - VERBAL

- A. Water and Sewer Revenue – J Clabaugh
- B. Update Water Supply – D Del Bono

V. CLOSED SESSION:

- A. Conference with Legal Counsel - Potential Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (Four (4) potential case)

- B. Property Negotiations – BWD and US Gypsum Corporation Property Negotiations –Conference with Real Property Negotiators (Gov. Code §Section 54956.8) Property APN: 140-303-0900 & 140-303-1100, 150 acres Negotiating Parties: Geoff Poole, BWD General Manager and USG as potential buyer: Price and Terms of Payment Property Negotiations: Viking Ranch

- VI. CLOSING PROCEDURE:** The next Board Meeting is scheduled for 9:00 AM July 26 2022, to be available online. See Board Agenda at BorregoWD.org for details, Agenda information available at least 72 hours before the meeting.

AGENDA: July 12, 2022

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BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JULY 12, 2022
AGENDA ITEM II. A

July 6, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: State Technical Services Support Grant for Monitoring Well Construction – T Driscoll/G Poole

RECOMMENDED ACTION:

Authorize staff to proceed with Grant support

ITEM EXPLANATION:

BWD Consulting Hydrologist, Trey Driscoll, has prepared the attached memo regarding the next steps to complete the grant for new monitoring well on the T2 property formerly owned by the Burnands.

FISCAL IMPACT:

TBD

NEXT STEPS:

TBD

ATTACHMENTS

1. Memo from Trey Driscoll

BORREGO WATER DISTRICT STAFF REPORT

To: Geoff Poole
From: Trey Driscoll, PG, CHG
Subject: Technical Support Services Update
Date: July 12, 2022
Att: Attachment A – TSS Grant Land Use Agreement
Attachment B – De Minimis Well Permit Review
cc: BWD Board of Directors

INTERA provided the following technical support services to the Borrego Water District in the past month:

- Responded to multiple West Yost request for information for the Borrego Valley Hydrologic Model (BVHM) update
- Submitted Technical Support Services Grant Application to California Department of Water Resources (DWR) – Attachment A
 - Two outstanding items for BWD Board Consideration include 1) BWD support to clear a 200 fee by 200 feet drilling staging area for the drilling and construction of the multi-completion monitoring well (see Exhibit A of Attachment A), and 2) water supply for drilling. BWD will indicate to DWR and its contractor that construction water is available for purchase from BWD at the nearest available meter. BWD staff to provide DWR and its contractor point of connection and meter and water fees.
- Submitted Draft Memorandum De Minimis Well Permit Review to Watermaster Staff – Attachment B
 - BWD has monitored water quality at Well ID4-18 since 1984 (Exhibit 1). A Mann-Kendal Analysis was performed in 2017 for nitrate (as nitrogen [N]), sulfate and total dissolved solids (TDS). Results of the 2017 Mann-Kendal analysis indicate no trend for nitrate, sulfate, or TDS. An updated Mann-Kendal Analysis was performed in 2022 based on newly collected data since 2017. The 2022 Mann-Kendal Analysis indicates an increasing trend for nitrate as N at Well ID4-18. The concentration measured in December 2022 was 1.2 milligrams per liter (mg/L). For comparison, the drinking water maximum contaminant level (MCL) is 10 mg/L. The increasing nitrate trend observed at Well ID4-18 is of concern and may suggest the well is already being impacted from migration of poorer water quality.
 - INTERA recommended for the de minimis well, the installation of an annular seal above the gravel pack using neat cement, cement grout, or bentonite clay for entire annular space above the gravel pack and that existing well, DEH1986-LWELL-7627, on APN 140-110-17 should be properly abandoned as per County and State regulations.

- INTERA also recommended that the Watermaster staff conduct a review of the impact of new de minimis pumping in the Borrego Springs Subbasin considering the financial and physical burden borne by parties to the Judgment. This should include a quantification of the amount of new de minimis pumping that would not cause Undesirable Results or other interest related to the Basin.
- Mr. Driscoll had a call with Mr. Malone of West Yost on Wednesday July 6, 2022 to discuss findings of the De Minimis Well Permit Review, TSS Grant and TAC items for future meetings:
 - Frequency of meetings (Mr. Malone to schedule meeting in August 2022) and meeting budget adequacy
 - Water budget (BVHM model update ongoing and expected Fall 2022)
 - De Minimis wells
 - Water quality monitoring (discussed plan and specific BWD concerns regarding Well ID4-18)
 - Groundwater level Monitoring – (Burnand/Viking) and additional wells recommended by Borrego Springs Community Sponsor Group Water and Land Use/Planning Subcommittee
- Mr. Driscoll assisted Mr. Poole with the mandated Post-Performance Report for the Proposition 1 Grant with assistance from Alan Asche. The Post-Performance Report was submitted on-time to County staff.



INTERA Incorporated
3838 W. Carson Street, #380
Torrance, California 90503 USA
424.275.4055

Attachment A

TSS Land Use Agreement



TSS Project Name: <Borrego Springs Subbasin>
Project Number: <enter TSS Agreement #>
Date: _____
APN: <140-070-02 >

PERMIT TO USE LAND FOR GROUNDWATER MONITORING STATION (Land Use Agreement)

Permission is hereby granted by <T2 Borrego LLC, a Colorado limited liability company >, herein called "LANDOWNER", to the *State of California, Department of Water Resources*, herein called "STATE", <the Borrego Springs Watermaster > herein called "COOPERATOR" and their agents and contractors, to enter upon and use a portion of LANDOWNER'S property without charge, herein called the "SITE", in the County of San Diego, as outlined on the attached Exhibit A, for Technical Support Services (TSS) facilities, appurtenances, and incidents. This Permit includes permission for STATE and COOPERATOR to pass over certain other portions of LANDOWNER's property as shown on Exhibit A for construction staging, and entrance to and exit from the SITE will be from DiGiorgio Road without further access requirements, subject to the following conditions:

1. STATE and COOPERATOR will use the SITE solely for the installation, maintenance, and operation of <one (1) > single- or multi-completion groundwater monitoring well(s) to collect groundwater level information necessary for preparing and implementing a Groundwater Management Plan that is an alternative to a Groundwater Sustainability Plan (the GMP). The well(s) will be instrumented for automated collection and storage of groundwater level and temperature data. All data will be public information and will be provided to LANDOWNER AND COOPERATOR.
2. STATE will install the monitoring well in a timely manner. After STATE installs the monitoring well(s) and any automated measuring equipment, COOPERATOR will be responsible for data retrieval as well as facility and equipment maintenance.
3. COOPERATOR will provide all equipment, materials, and/or supplies it has offered to contribute to the project and which STATE has specified are necessary for a complete groundwater monitoring station. COOPERATOR will also replace equipment as necessary to maintain data gathering, storage, and retrieval during the life of the station. COOPERATOR will be responsible for initial and ongoing calibration of the station equipment. COOPERATOR and LANDOWNER will enter into a separate access agreement for monitoring.
4. STATE will help troubleshoot problems with the groundwater monitoring station(s) and will perform maintenance visits for quality control as it deems necessary. Before entering the SITE, STATE will notify LANDOWNER of its upcoming entry.
5. All costs incurred by STATE for installation, training, troubleshooting, operation, and labor for repair or maintenance of equipment pursuant to this Agreement shall be without cost or charge to COOPERATOR and LANDOWNER.

6. This Agreement shall become effective on the date it is fully executed. It shall terminate either at the end of the useful life of the stations (which is a minimum of 20 years from the date of well completion), December 15, 2040, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier. At any point when a well drilled under this Agreement is abandoned, the COOPERATOR shall destroy the abandoned well in accordance with prevailing well completion and destruction standards, file appropriate documentation of same with the State and County, notify LANDOWNER of the abandonment, and shall return the SITE to its original condition. If COOPERATOR, for any reason, fails to timely and properly abandon the well within 24 months after it is no longer in reasonable use, the Borrego Water District will assume COOPERATOR'S role and obligations of well abandonment and will return the SITE to its original condition.

7. STATE, COOPERATOR, and LANDOWNER will exercise reasonable precautions to avoid damage to people and property. Each agrees that it is responsible for its own actions under this Agreement and hereby agrees to indemnify and hold the other parties and their respective officers and agents harmless, against any or asserted liability arising out of its actions, either willful, negligent, or intentional, in implementing the project. Such indemnity will include any losses relating to any claim made, whether or not a court action is filed, and reimbursement of reasonable attorney fees. STATE and COOPERATOR will each provide evidence of insurance to LANDOWNER that covers its and its employees', contractors', and agents' activities while at the SITE. STATE and COOPERATOR acknowledge that all of their activities at the SITE are taken at their own risk and that LANDOWNER neither has nor assumes any risk or responsibility for other parties, their installations, the project, the SITE, or others' activities at the SITE.

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

Approval Recommended by:

_____ Date: _____
Ashley Wilson
Right of Way Agent

Accepted by:

_____ Date: _____
Linus A. Paulus
Chief, Acquisition and Appraisal Section

Approved as to form and legal sufficiency:

_____ Date: _____
Karin G. Shine, Attorney IV
Office of the Chief Counsel

For Inquires:
California Department of Water Resources
Sustainable Groundwater Management Office
Technical Assistance Section
Jason Preece, Sr. Engineering Geologist
P.O. Box 942836
Sacramento, CA 94236

LANDOWNER

Date: _____

<LANDOWNER name, title>
<LANDOWNER company name, if applicable>
<LANDOWNER address>

COOPERATOR

_____ Date: _____

<GSA rep. name, title>
<GSA name>
<GSA address>

As to Section 6, acknowledged and accepted
by: Borrego Water District

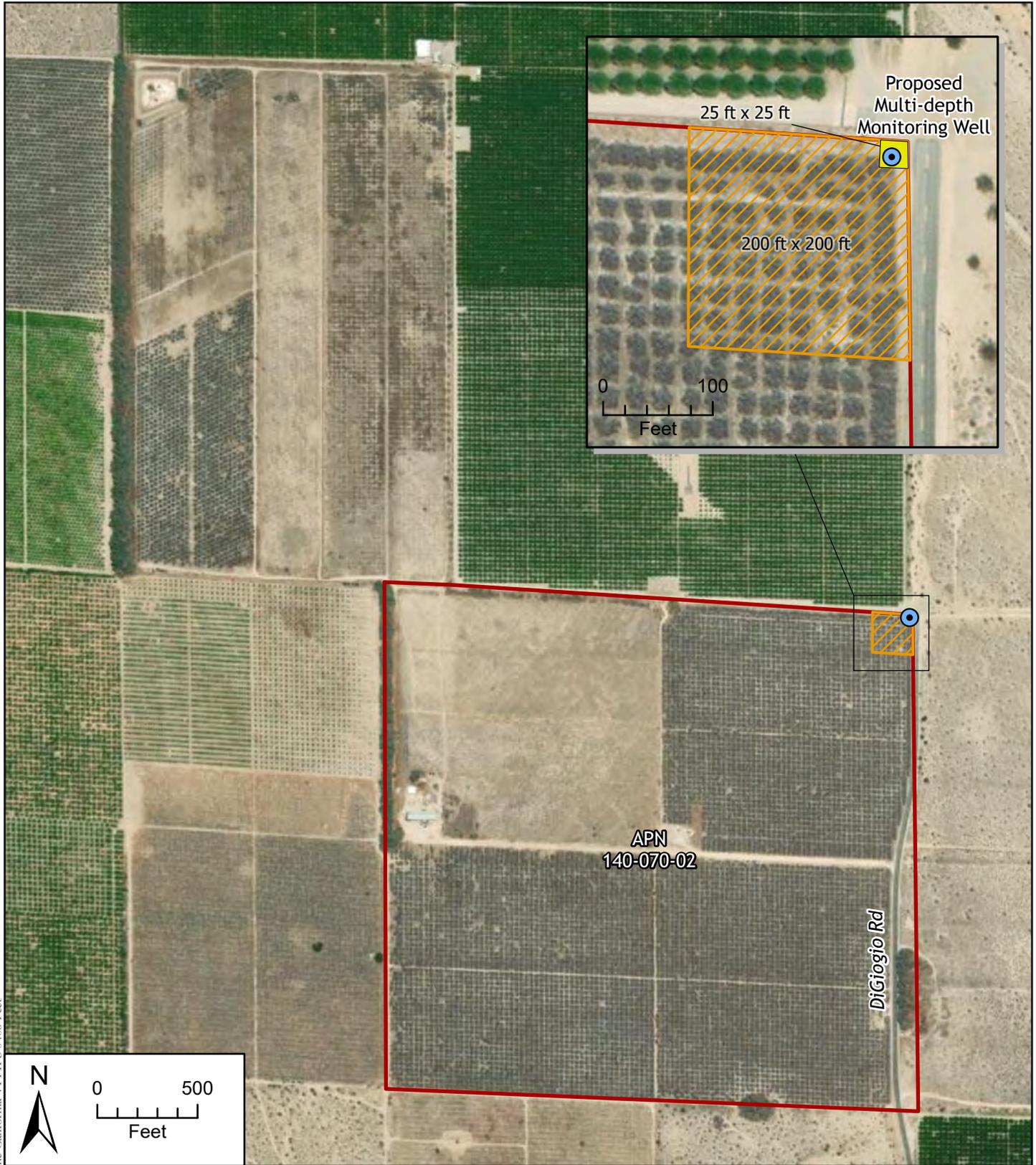
_____ Date: _____

Name:
Title:

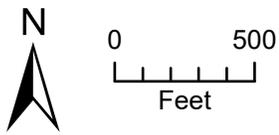
<insert site map>

Coordinates: <enter latitude and longitude> (WGS 1984)

Elevation: <enter ground surface elevation> feet (NAVD 88)



Coordinate System: NAD 1983 StatePlane California VI FIPS 0406 Feet



- Wells
- Site
- Staging Area
- Parcels

Exhibit A
Proposed Multi-depth Monitoring Well
 Borrego Springs GSA
 Land Use Agreement
DRAFT



INTERA Incorporated
3838 W. Carson Street, #380
Torrance, California 90503 USA
424.275.4055

Attachment B

De Minimis Well Permit Review



DRAFT MEMORANDUM

To: Geoff Poole, Borrego Water District
From: Trey Driscoll, PG, CHG
Subject: De Minimis Well Permit Review
Date: July 5, 2022
Att: Attachment A, Figure 8, Sealing Off Strata; Attachment B, ID4-18 Well Log; Attachment C, DEH1986-LWELL-7627 Well Log
cc: Andy Malone (West Yost), Jim Bennett (County of San Diego), Tom Watson (T2 Borrego), Bob Wagner and Leonardo Urrego (AAWARE)

INTERA has prepared this draft memorandum to complete a de minimis well permit review for a proposed domestic water well to be located at 502 Henderson Canyon Road, Borrego Springs, CA 92004 (Figure 1). The proposed well overlies the Borrego Springs Subbasin (Subbasin, 7-24.01)¹ as defined by California Department of Water Resources (DWR).

Background

The Water Well Permit Application was submitted by Vince Hernandez to the County of San Diego Department of Environmental Health and Quality (DEHQ Application). This application is for the drilling, construction, and operation of a new water well for domestic use as a De Minimis Pumper of groundwater (i.e., pumping of two acre-feet per year or less for use on real property overlying the Subbasin)². The Borrego Springs Watermaster is also reviewing the DEHQ Application in conformance with the Judgment, which requires all persons who desire to become new De Minimis Pumpers of groundwater in the Subbasin after April 8, 2021, must first obtain approval from the Borrego Springs Watermaster prior to obtaining a Water Well Permit from the DEHQ. Section III.H of the Judgment states:

“...All persons who are not Pumping as of the date of filing the Complaint who seek to initiate Pumping as a De Minimis Pumper in the future shall submit an application to the Watermaster and the Watermaster shall determine whether the proposed Pumping will contribute to or threaten to contribute to Undesirable Results or other interest related to the Basin, and the application shall be denied if it contributes to or threatens to contribute to Undesirable Results or other interest related to the Basin...”

In addition, the Governor of California issued Executive Order N-7-22 (EO), which requires agencies issue well permits to provide written verification from the Groundwater Sustainability Agency (i.e., Watermaster). The permitting agency shall not issue a permit for a new groundwater well or alteration of

¹ The Borrego Springs Subbasin (7.24.01) is referred to as both a “Subbasin” and “Basin” in this memorandum.

² The claim of proposed de minimis pumping is self-certified. A detailed project description and water demand estimate was not provided by the property owner with the well permit application.

existing well “without first determining that extraction of groundwater from the proposed well is not likely to interfere with the production and functioning of existing nearby wells”.

Review of New Well Permit

The Borrego Water District (BWD) has implemented for all new municipal wells, the installation of a concrete annular seal as a cost-effective mitigation measure to prevent the potential for poor water quality to migrate from the upper aquifer to the middle and lower aquifers. As described in the Groundwater Management Plan, “Historical issues with elevated nitrate concentrations have been noted as evidenced by wells either taken out of production or drilled deeper including BWD Wells ID4-1 and ID4-4, and the Roadrunner Mobile Home Park well. ID4-4 was abandoned and drilled deeper at the same location to avoid nitrates in the upper aquifer”.

California Well Standards Bulletin 74-81 and Bulletin 74-90, Combined Part II. Water Well Construction, Section 13. Sealing Off Strata states, “In areas where a well penetrates more than one aquifer, and one or more of the aquifers contains water that, if allowed to mix in sufficient quantity, will result in a significant deterioration of the quality of water in the other aquifer(s) or the quality of water produced, the strata producing such poor-quality water shall be sealed off to prevent entrance of the water into the well or its migration to other aquifer(s). Strata producing the undesirable quality water shall be sealed off by placing impervious material opposite the strata and opposite the confining formation(s). (See Figure 8. [Attachment A]) The seal shall extend above and below the strata no less than 10 feet even should the confining formation be less than 10 feet in thickness. In the case of “bottom” waters, the seal shall extend 10 feet in the upward direction. The sealing material shall fill the annular space between the casing and the wall of the drilled hole in the interval to be sealed, and the surrounding void spaces which might absorb the sealing material. The sealing material shall be placed from the bottom to the top of the interval to be sealed.” “Sealing material shall consist of neat cement, cement grout, or bentonite clay (see Section 9, Subsection D for description of the various materials).” “Sealing shall be accomplished by a method approved by the enforcing agency. Suggested methods for sealing off strata are presented in Appendix B.”

Existing regulations promulgated in California Well Standards provide for the requirement to seal strata producing undesirable water quality. While there may be no regionally extensive confining layers in the Borrego Springs aquifers, it has been classified that confining downward conditions occur³. Filter pack extending from the well screened interval up to the conductor casing will potentially act as preferential pathway for vertical groundwater flow.

The potentiometric surface of the upper, middle, and lower aquifers in this area of the Borrego Springs Subbasin is unknown. While it is recognized that the pumping rate of the de minimis well is expected to be up to 10 gallons per minute and pump at an amortized annual rate of 1.24 gallons per minute (gpm),

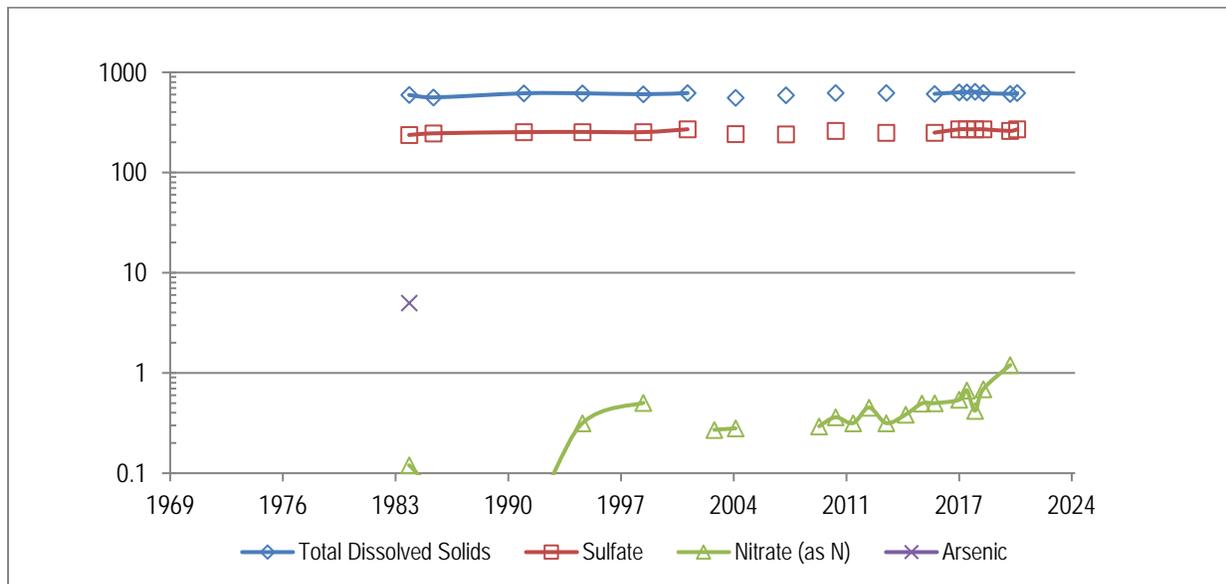
³ The coefficient of storage calculated for BWD Well ID4-9, located 2 miles south of ID4-18, based on a 48-hour constant rate test is 0.0006. The aquifer coefficient of storage (also called storativity) is the volume of water released from storage per unit decline in hydraulic head in the aquifer per unit area of the aquifer. Typical values for coefficient of storage in unconfined aquifers range from 0.01 to 0.25. Values of storage coefficient are smaller in semi-confined and confined aquifers, typically ranging from 10⁻³ to 10⁻⁵ (Driscoll 1986). Because of the extent of the screened interval below water table for Well ID4-9 (screened from 460-520, 530-720 and 750-800 feet) it is expected that the screen traverses upper unconfined to deeper semi-confined hydraulic conditions (Driscoll and Rentz 2020).

nearby pumping in the vicinity of the proposed de minimis well (including BWD Well ID4-18 located 750 feet away) could be sufficient to induce a downward hydraulic gradient.

BWD has monitored water quality at Well ID4-18 since 1984 (Exhibit 1). A Mann-Kendal Analysis⁴ was performed in 2017 for nitrate (as nitrogen [N]), sulfate and total dissolved solids (TDS). Results of the 2017 Mann-Kendal analysis indicate no trend for nitrate, sulfate, or TDS. An updated Mann-Kendal Analysis was performed in 2022 based on newly collected data since 2017. The 2022 Mann-Kendal Analysis indicates an increasing trend for nitrate as N at Well ID4-18. The concentration measured in December 2022 was 1.2 milligrams per liter (mg/L). For comparison, the drinking water maximum contaminant level (MCL) is 10 mg/L.

ID4-18 is screened from 240-300, 310-385, 395-405, 425-440, 460-475 and 490-560 feet below ground surface (Attachment B). Based on the blended water quality of the zones screened, the water is potable; however, the blended water quality is an average of all the production zones and does not represent the shallow water quality. Based on review of the historical data, overall water quality in this area of the aquifer is of good quality.

Exhibit 1. ID4-18 Historical Water Quality



Delineation of Groundwater Protection Zones for BWD ID4-18

Protection area boundaries (i.e., capture zones) for ID4-18 were delineated for two-, five-, and ten-year travel times using the calculated fixed radius (CFR) method (DDW 1999). The CFR method involves

⁴ The Mann-Kendall test does not require regularly spaced sample intervals, is unaffected by missing time periods, and does not assume a pre-determined data distribution (non-parametric statistics). The Mann-Kendall test assesses whether a dataset exhibits a monotonic (up or down) trend within a selected significance level. A significance level of 0.05 or confidence level of 95% was selected for this analysis.

outlining an estimated zone of contribution on the land surface impacted by a pumping well to assist with delineation of wellhead protection areas. A radius is calculated based on the volume of water that will be drawn to the well, using parameters such as the pumping capacity of the well, the screened interval of the well, the effective porosity of the aquifer, and the respective time-period (2, 5, or 10 years). The protection zones determined by the CFR method are circles that extend specific distances from the well (Figure 2). The CFR equation and calculation is as follows:

The equation for the calculated fixed radius (R) is $R_t = \sqrt{Q t / \pi \eta H}$

$R_t = R_2, R_5, \text{ or } R_{10}$ corresponding to t (Calculate R for each of three times of travel, [TOT])

Q = maximum pumping capacity of well

($\text{ft}^3/\text{year} = 800 \text{ gpm} \times 70,267$): **56,213,600 ft^3/year**

t = time of travel (years), **2, 5, and 10 years**

$\pi = 3.1416$

η = effective porosity (decimal percent) (If unknown, assume 0.2): **0.2**

H = screened interval of well (feet) (If unknown, assume 10% of Q gpm, 10 ft minimum):
320 ft

Using the equation presented above, calculate the size of zones for appropriate aquifer setting of the source.

Porous Media Aquifer

Zone A (2-year TOT) $R_2 = 748$ ft, minimum = 600 ft, use larger: **748 ft**

Zone B5 (5-year TOT) $R_5 = 1,182$ ft, minimum = 1,000 ft, use larger: **1,182 ft**

Zone B10 (10-year TOT) $R_{10} = 1,672$ ft, minimum = 1,500 ft, use larger: **1,672 ft**

Based on a review of the State Water Resources Control Board's GeoTracker database, no active or closed leaking underground storage tank (LUST), environmental investigation, or environmental remediation sites were identified within the protection areas (SWRCB 2022). No permitted underground storage tanks (USTs) were identified within the protection areas (SWRCB 2022). One septic system was identified in the delineated protection areas and is located at 502 Henderson Canyon Road on assessor's parcel number (APN) 140-110-17 (Figure 2). The closest septic system is approximately 850 feet from Well ID4-18 and located just outside of the 2-year TOT. Well ID4-18 drinking water source is considered most vulnerable to septic systems and agricultural irrigation return flows.

Recommendation

INTERA recommends that an annular seal be installed as a cost-effective mitigation measure to avoid a potential undesirable result from migration of poorer water quality in the upper aquifer to the middle and lower aquifers. While this is not a historical concern at this location based on available data, there is potential for vertical downward migration of poor water quality in the Borrego Springs Subbasin as

previously evidenced in BWD wells. In addition, the increasing nitrate trend observed at Well ID4-18 is of concern and may suggest the well is already being impacted from migration of poorer water quality. INTERA recommends that the BWD continue to monitor Well ID4-18 semi-annually for nitrate.

In conclusion, INTERA recommends that the permit be approved with the following conditions:

- Annular seal above the gravel pack using neat cement, cement grout, or bentonite clay for entire annular space above the gravel pack.
- The property owner should prepare and submit a project description including water demand estimate demonstrating build-out will be less than 2 acre-feet per year.
- The existing well, DEH1986-LWELL-7627, on APN 140-110-17 should be properly abandoned as per County and State regulations. INTERA recommends the well be pressure grouted to mitigate for the potential for downward migration of poor water quality. DEH1986-LWELL-7627 is provided as Attachment C.

In addition, INTERA recommends that Watermaster conduct a review of the impact of new de minimis pumping in the Borrego Springs Subbasin considering the financial and physical burden borne by parties to the Judgment. We would like the Watermaster to consider how much new de minimis pumping should be allowed in the Borrego Springs Subbasin. This should include a quantification of the amount of new de minimis pumping that would not cause Undesirable Results or other interest related to the Basin.

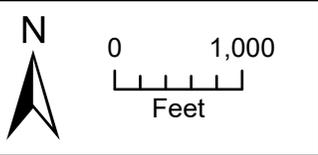
References

DDW (Division of Drinking Water) 1999. [Formerly] California Department of Health Services, 1999. Drinking Water Source Assessment and Protection (DWSAP) Program, January 1999.

Driscoll. 1986. Groundwater and Wells (2nd ed.). Johnson Filtration Systems, Inc., St. Paul, Minnesota. 1986.

Driscoll and Rentz, 2020. Final Report of Well Drilling, Construction, Development and Testing Borrego Water District Well ID4-9. Prepared for Borrego Water District. June 2020.

SWRCB (State Water Resources Control Board) 2022. GeoTracker website search for at 502 Henderson Canyon Road, Borrego Springs, CA 92004. [GeoTracker \(ca.gov\)](https://www.water.ca.gov/GeoTracker). Site accessed June 30, 2022.

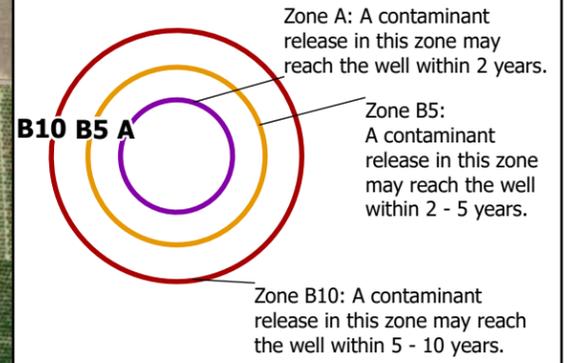
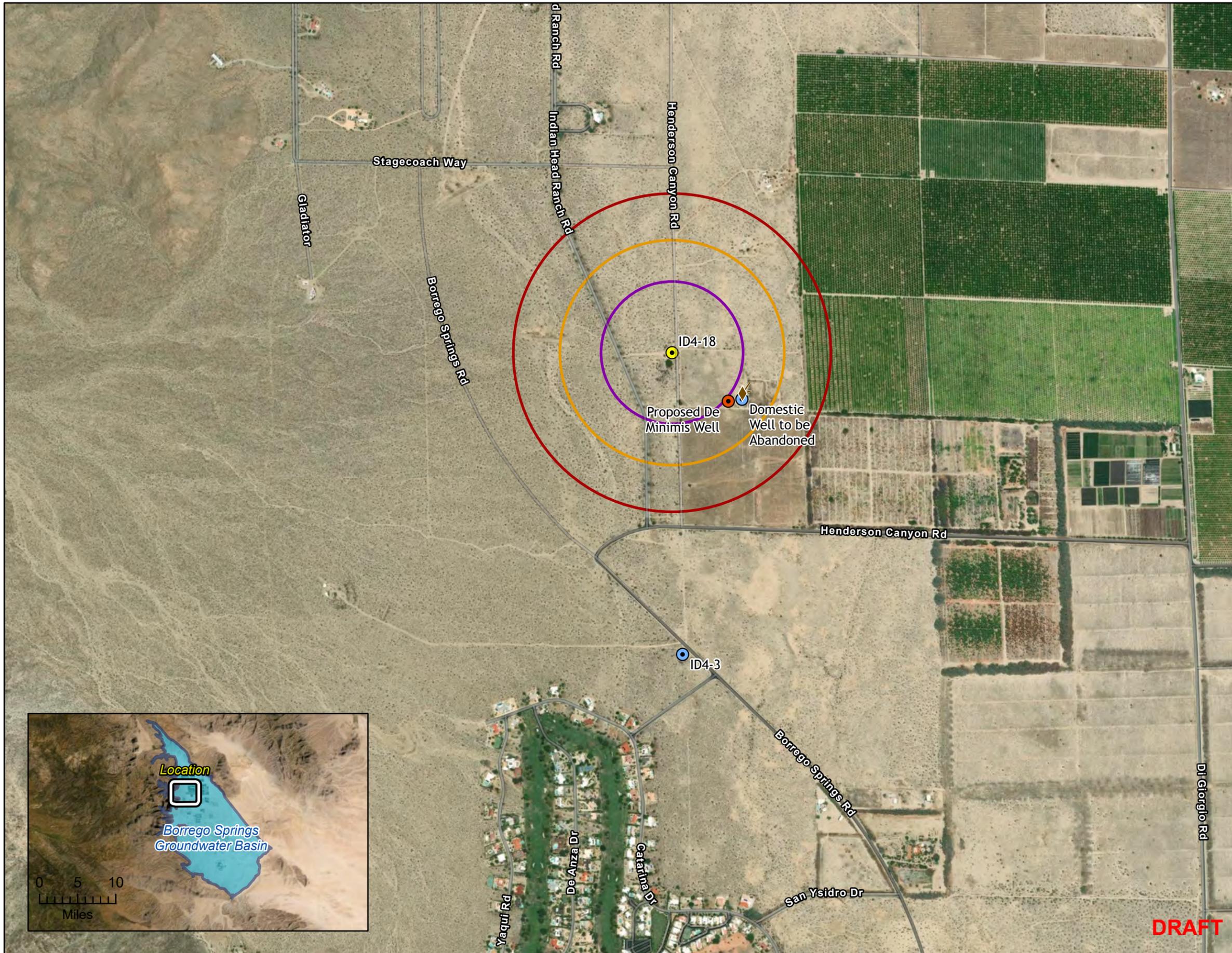


- Proposed De Minimis Well
- Wells ID4-18 & ID4-9

Figure 1
Proposed De Minimis Well
Borrego Springs GSA

DRAFT





- Proposed De Minimis Well
 - Well ID4-18
 - Other Wells
 - ◆ Septic Tank
 - Septic Leach Field
- All locations are approximate.

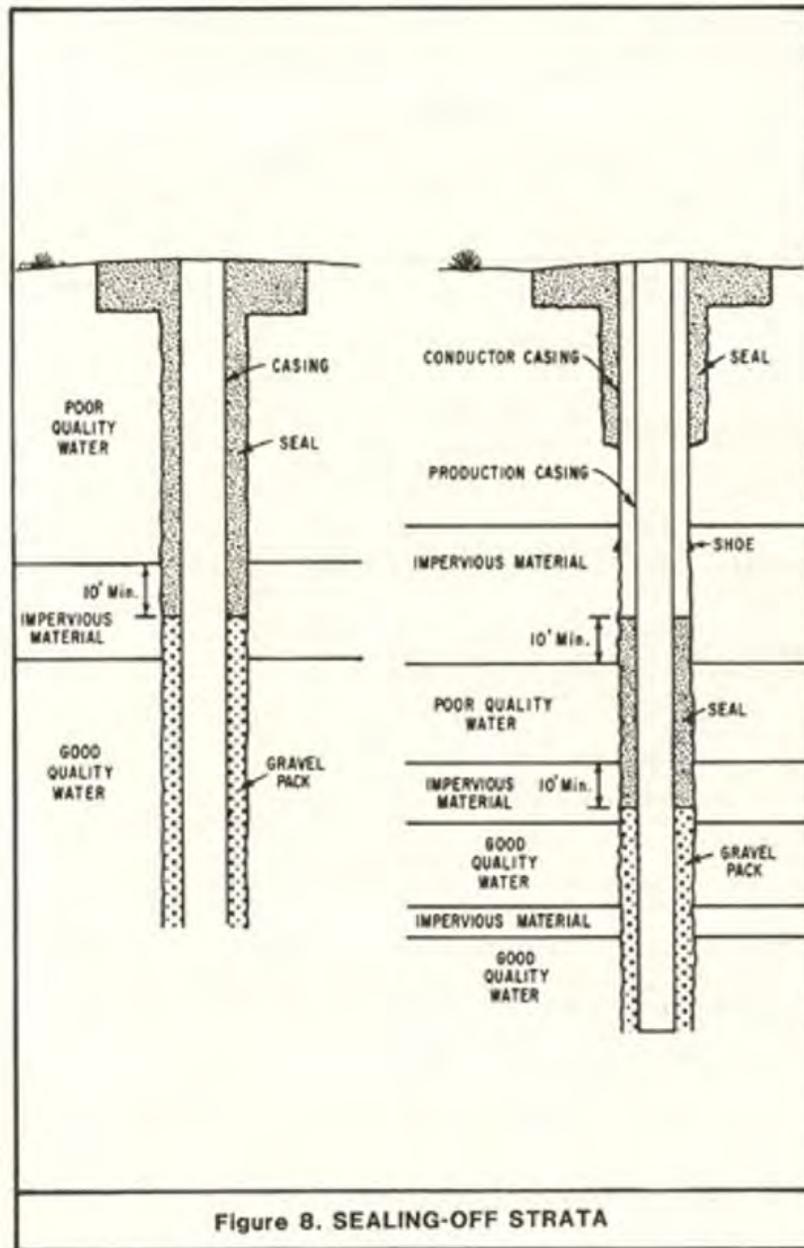
A review of GeoTracker for 502 Henderson Canyon Road indicates no sites within the well protection zones. <https://geotracker.waterboards.ca.gov/>

Figure 2
Delineation of Ground Water Protection Zones for Well ID4-18
Borrego Springs GSA

DRAFT

Attachment A

Water Well Construction, Section 13. Sealing Off Strata, Figure 8



Attachment B

ID4-18 Well Log

01/01/1995 00:50 619726589/

LRBURCELL

PAGE 04

TRIPPLICATE
Owner's Copy

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

Do not fill in

No. 230419

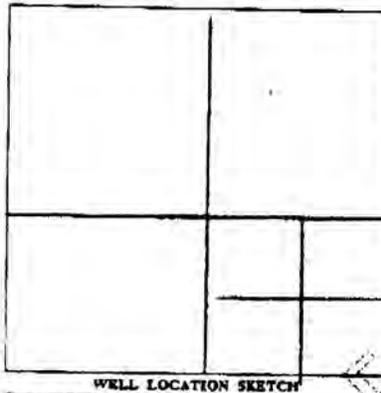
Notice of Intent No. 197556

Local Permit No. or Date _____

State Well No. _____

Other Well No. Well 18

(1) OWNER: Name Di Giorgio Development Corp (12) WELL LOG: Total depth 699 ft. Depth of completed well 570 ft.
Address 3230 5th Ave Suite A from ft. to ft. Formation (Describe by color, character, size or material)
City San Diego Zip 92103 0 - 34 Fine-med. sand w/few roc @ 31'
(2) LOCATION OF WELL (See instructions):
County San Diego Owner's Well Number _____ 34 - 42 Loose medium sand
Well address if different from above Henderson Canyon & Borr 42 - 44 Cemented sand
Township 10 S Range 6 E Section 18 ago SpRd. 44 - 66 Loose sand & gravel, occasional rock
Distance from cities, roads, railroads, fences, etc. _____ 66 - 105 Tighter sand & gravel
105 - 243 Looser sand & gravel, occasional rocks, semi consolidated sand & grav



(3) TYPE OF WORK:

- New Well Deepening
- Reconstruction
- Reconditioning
- Horizontal Well
- Destruction (Describe destruction materials and procedures in Item 1F)
- (4) PROPOSED USE:
 - Domestic
 - Irrigation
 - Industrial
 - Test Well
 - Stock
 - Municipal
 - Other

243 - 273	<u>Semi-consolidated sand</u>
273 - 280	<u>Consolidated sand</u>
280 - 308	<u>Semi-consolidated sand and gravel</u>
308 - 314	<u>Consolidated sand</u>
314 - 330	<u>Semi-consolidated sand & gravel</u>
330 - 341	<u>Consolidated sand & gravel</u>
341 - 375	<u>Semi-consolidated sand & gravel</u>
375 - 380	<u>Consolidated sand & gravel</u>
380 - 410	<u>Semi-consolidated sand & gravel</u>
410 - 455	<u>Very silty sand & gravel</u>
455 - 477	<u>Slightly cleaner sand & gravel</u>
477 - 507	<u>Silty sand & gravel</u>
507 - 560	<u>Slightly cleaner sand & gravel</u>
560 - 565	<u>Silty sand & some gravel</u>
565 - 570	<u>Very silty sand & gravel</u>
570 - 585	<u>Silty sand & gravel</u>
585 - 590	<u>Very silty sand</u>
590 - 699	<u>Silty sand & gravel w/ occasional boulders that drill very rough.</u>

(5) EQUIPMENT:
Rotary Reverse
Cable Air
Other Bucket

(6) GRAVEL PACK:
Yes No Size 1/4" - #7
Diameter of bore 12"
Packed from 41 ft. to _____ ft.

(7) CASING INSTALLED:

Steel <input type="checkbox"/>	Plastic <input type="checkbox"/>	Concrete <input type="checkbox"/>
--------------------------------	----------------------------------	-----------------------------------

From ft.	To ft.	Dia. in.	Cage or Well	From ft.	To ft.	Slot size
0	50	24	250	240	300	3/32"
0	570	12	3/4" x 250	310	385	24"
				395	405	22' 20"

(8) PERFORATIONS:
Type of perforation or size of screen

(9) WELL SEAL:
Was surface sanitary seal provided? Yes No If yes, to depth 50 ft.
Were struts sealed against pollution? Yes No Interval _____ ft.
Method of sealing Concrete Grout

(10) WATER LEVELS:
Depth of first water, if known _____ ft.
Standing level after well completion 226 ft.

(11) WELL TESTS:
Was well test made? Yes No If yes, by whom? R. Anderson
Type of test Pump Ball Air lift
Depth to water at start of test _____ ft. At end of test _____ ft.
Discharge 1200 gal/min after _____ hours Water temperature _____
Chemical analysis made? Yes No If yes, by whom? _____
Was electric log made? Yes No If yes, attach copy to this report.

PERFORATION CONTINUED
425-440' 460-475' 490-560'
Work started _____ 19 82 Completed _____ 19 82

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
Signed _____ (Well Driller)
NAME REX ANDERSON CORPORATION
Address P.O. BOX 384
City Julian Zip 92036
License No. A 305730 Date of this report March 1982

Attachment C

DEH1986-LWELL-7627 Well Log

QUADRUPPLICATE
Use of comply with local requirements

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

Do not fill in
No. 151484

Notice of Intent No. _____
Local Permit No. or Date: W00853

The information in this grayed area has been blocked from public viewing pursuant to section 13752 of the Water Code and the Information Practice Act of 1977, to protect personal information.

(2) LOCATION OF WELL (See instructions):
County San Diego Owner's Well Number _____
Well address if different from above _____
Township _____ Range _____ Section _____
Distance from cities, roads, railroads, fences, etc.
1000' N. Henderson Canyon Rd.
1250' W. DeGeorgio Rd.

(12) WELL LOG: Total depth 415 ft. Depth of completed well 415 ft.
from ft. to ft. Formation (Describe by color, character, size or material)

0 - 50	Sand
50 - 25	Sand & Rock
25 - 65	Sand & Rock
65 - 85	Sand & Rock
85 - 105	Sand & Rock
105 - 105	Rock & Sand
125 - 145	Rock & Sand
145 - 165	Rock & Sand
165 - 185	Rock & Gravel
185 - 205	Rock & Gravel
205 - 225	Rock & Sand
225 - 245	Rock & Sand
245 - 265	Clay & Rock
265 - 285	Rock & Some Clay
285 - 305	Sand, Rock & Gravel
305 - 325	Rock & Some Gravel
325 - 345	Rock & Gravel
345 - 365	Rock & Gravel
365 - 385	Rock, Sand & Gravel
385 - 405	Rock & Gravel
405 - 415	Rock & Gravel

(3) TYPE OF WORK:
New Well Deepening
Reconstruction
Reconditioning
Horizontal Well
Destruction (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:
Domestic
Irrigation
Industrial
Test Well
Stock
Municipal
Other

12/4/87
a.s. OK
7-21

WELL LOCATION SKETCH

(5) EQUIPMENT:
Rotary Reverse
Cable Air
Other Bucket

(6) GRAVEL PACK:
Yes No Size Special
Diameter of bore 17 1/2"
Packed from 50 to 415 ft.

(7) CASING INSTALLED:
Steel Plastic Concrete
(8) PERFORATIONS:
R/M Horizontal Louvre
Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gauge or Wall	From ft.	To ft.	Slot size
0	415	8-5/8	3/16	302	402	050 x 25

(9) WELL SEAL:
Was surface sanitary seal provided? Yes No If yes, to depth 50 ft.
Were strata sealed against pollution? Yes No Interval _____ ft.
Method of sealing Cement in place

(10) WATER LEVELS:
Depth of first water, if known _____ ft.
Standing level after well completion 217 ft.

(11) WELL TESTS:
Was well test made? Yes No If yes, by whom? McCalla Bros.
Type of test Pump Bailer Air lift
Depth to water at start of test 217 ft. At end of test 217 ft.
Discharge 700 gal/min after 15 1/2 hours Water temperature _____
Chemical analysis made? Yes No If yes, by whom? _____
Was electric log made? Yes No If yes, attach copy to this report

Work started 8-7 1986 Completed 10-1 1986

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
Signed _____ (Well Driller)
NAME McCalla Bros.
(Person, firm, or corporation) (Typed or printed)
Address 3132 W. 17th St.
City Santa Ana, CA Zip 92703
License No. 196824 Date of this report 11/26/86

DWR 188 (REV. 7-76) IF ADDITIONAL SPACE IS NEEDED. USE NEXT CONSECUTIVELY NUMBERED FORM

RECEIVED

DEC 10 1987

DEPT. OF HEALTH SERVICES
DIV. OF REGULATION

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JULY 12, 2022
AGENDA ITEM II. B

July 6, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Release of Sewerline Easements: La Casa Del Zorro – D Dale

RECOMMENDED ACTION:

Authorize release of easements

ITEM EXPLANATION:

In 2021, BWD and Fredricks Construction relocated the gravity main from the La Casa Del Zorro parking lot into the right of way on Borrego Springs Rd. With the completion of the new line, the old lines and easements are no longer needed. Therefore, staff is recommending release of the old easements for the pipeline no longer operated by BWD back to the property owner. District Engineer Dale has created the attached Staff Report.

FISCAL IMPACT:

N/A

NEXT STEPS:

1. Notify County Recorder

ATTACHMENTS

1. Easement recorded March 1986
2. Resolution Releasing Easement
3. Mutual Release to Terminate Easement

WHEN RECORDED MAIL TO:

Borrego Water District
c/o L. R. Burzell
1002 Bonnie Brae Place
Vista, CA 92084
No fee required per Government
Code Section 6103

RECORDED IN
OFFICIAL RECORDS
OF SAN DIEGO COUNTY, CA.
1986 MAR 18
1986 MAR 18 AM 9:12
VERA L. LYLE
COUNTY RECORDER

NO FEE

DOCUMENTARY TRANSFER TAX \$ 0 GRANT OF RIGHT OF WAY

PARCEL NO. 200-12-32, 200-09-09,
04, 61, et. al.

The undersigned, THE COPLEY PRESS, INC.

as Grantor, for and in consideration of the sum of One Dollar and other valuable consideration paid by Borrego Water District, a California Water District, organized under the California Water District Law (as amended), as Grantee, receipt whereof is hereby acknowledged, does hereby grant to said Borrego Water District, its successors and assigns, an easement of right of way upon, over, under, and across the lands hereinafter described, to erect, construct, reconstruct, replace, repair, maintain and use a pipeline or pipelines for any and all purposes, together with their necessary fixtures and appurtenances including but not limited to conduits and cables for communications purposes, at such locations and elevations, upon, along, over and under the hereinafter described right of way as Grantee may now or hereafter deem convenient and necessary from time to time, together with the right of ingress thereto and egress therefrom, to and along said right of way by a practical route or routes in, upon, over and across the hereinafter described lands, together with the right to clear and keep clear said right of way from buildings and structures.

The lands in which said easement of right of way is hereby granted are situated in the County of San Diego, State of California, and are particularly described as follows, to wit:

See attached Exhibit A which is the legal description together with accompanying plat consisting of 4 sheets.

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

Grantor and _____ successors in estate shall not erect or construct, or permit to be erected or constructed, any building, structure, or parallel fencing, plant any tree or trees, or drill any well or wells, within the limits of said right of way.

Grantee, shall have the right to erect, maintain and use gates in all of Grantor's fences which now cross or shall hereafter cross said route or routes, and to trim and cut and clear away any trees and brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted, the right to transfer and assign this easement in whole or in part being hereby granted to the Grantee.

It is also understood and agreed by the parties hereto that the Grantor and _____ successors or assigns, shall not increase or decrease, or permit to be increased or decreased the existing ground elevations of the above described right of way, existing at the time this document is executed, without the previous written consent of the Grantee.

IN WITNESS WHEREOF, the Grantor(s) executed these presents this 28th day of February, 1986.

By Harold W. Fuson, Jr.
Harold W. Fuson, Jr.
Vice President
The Copley Press, Inc.

By Charles F. Patrick
Charles F. Patrick
Secretary
The Copley Press, Inc.

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. KYLE, RECORDER

CORPORATION FORM

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On this 28th day of February, A.D. 1986, before me
Anita A. Baumgardner a Notary Public in
and for the said County and State, residing therein, duly commis-
sioned and sworn, personally appeared Harold W. Fuson, Jr.
known to me to be the Vice President
and Charles F. Patrick known to me to be the Secretary of the
THE COPLEY PRESS, INC.

the Corporation that executed the
within instrument, known to me to
be the persons who executed the within
instrument, on behalf of the Corpora-
tion therein named, and acknowledged
to me that such Corporation executed
the same.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official
seal the day and year in this certifi-
cate first above written.



Anita A. Baumgardner
Notary Public in and for said County
and State

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

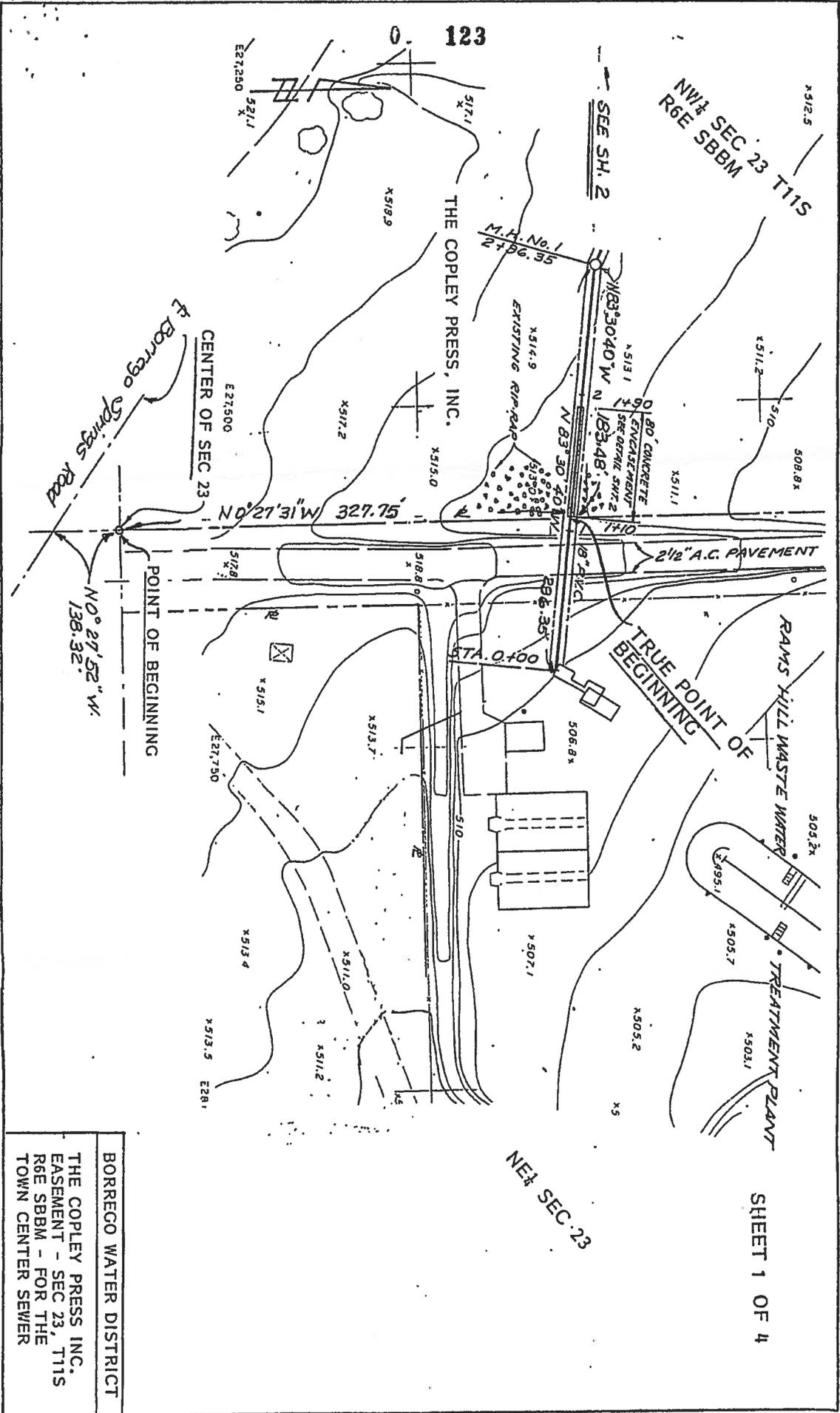
EXHIBIT "A"

A 10 foot wide easement over that portion of Section 23 Township 11 South, Range 6 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, approved December 20, 1856, the centerline of said easement being more particularly described as follows:

Commencing at the center of Section 23; thence northerly along the west line of the Northeast Quarter of Section 23, (also being the west line of the Rams Hill Water Reclamation Plant site conveyed to the Borrego Water District as document No. 81-371371 recorded November 24, 1981) North $0^{\circ}27'31''$ West, 327.75 feet to the TRUE POINT OF BEGINNING; thence leaving said west line, North $83^{\circ}30'40''$ West, 183.48 feet in the Northwest Quarter of Section 23; thence North $65^{\circ}21'57''$ West, 498.10 feet; thence North $65^{\circ}52'43''$ West, 498.20 feet; thence North $62^{\circ}20'18''$ West, 372.06 feet; thence North $44^{\circ}23'59''$ West, 483.76 feet; thence North $82^{\circ}54'08''$ West, 233.89 feet; thence North $37^{\circ}58'29''$ West 404.68 feet; thence North $73^{\circ}45'07''$ West, 459.53 feet.

Excepting that portion which lies within the right of way lines of Borrego Springs Road (100.00 feet wide), as shown and delineated on Road Survey No. 1279 and Yaqui Pass Road (100.00 feet wide) as shown and delineated on Road Survey 596, both on file in the office of the County Engineer, Department of Transportation, County of San Diego.

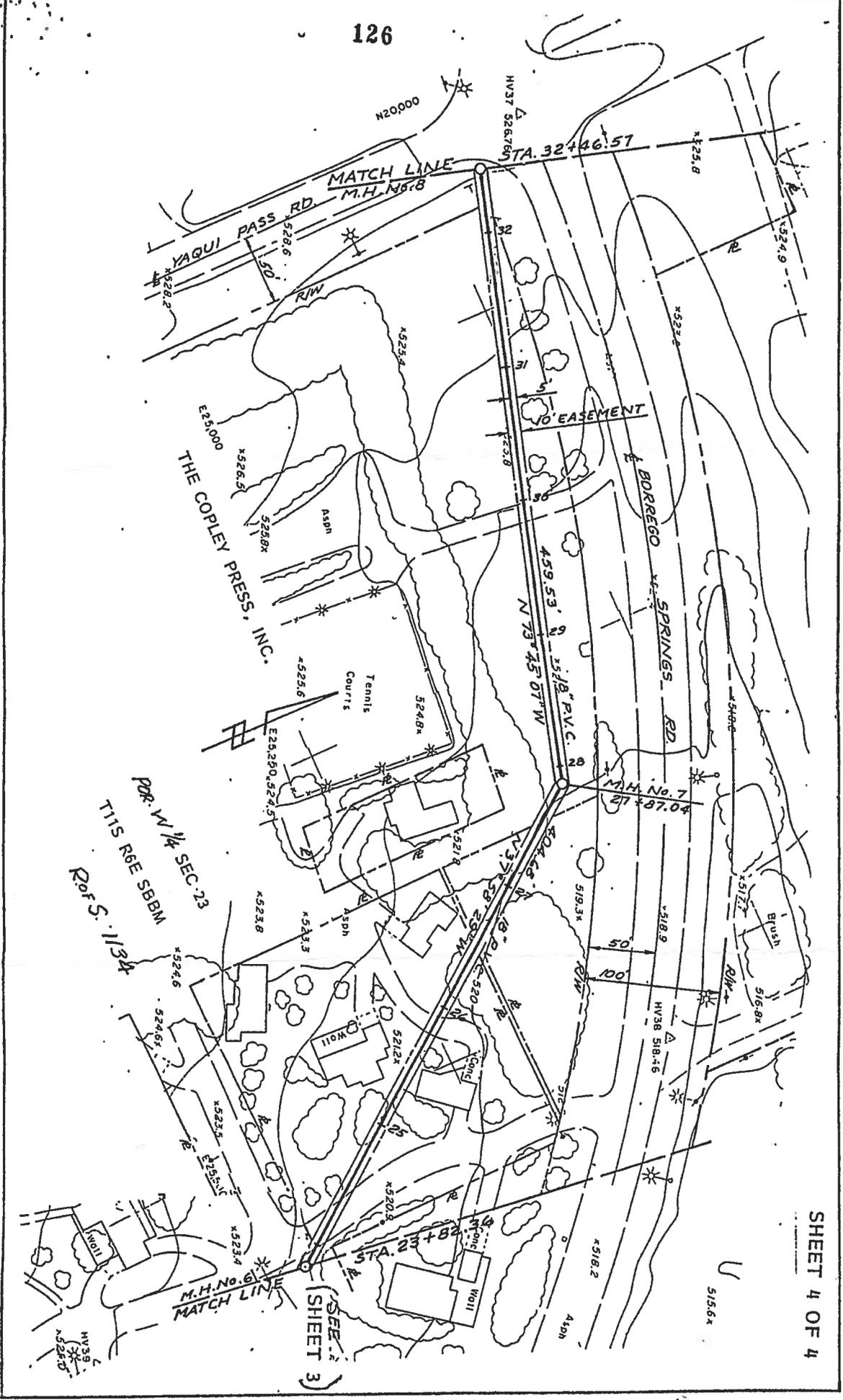
OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER



SHEET 1 OF 4

BORRECO WATER DISTRICT
 THE COPLEY PRESS, INC.
 EASEMENT - SEC 23, T11S
 R6E SBBM - FOR THE
 TOWN CENTER SEWER

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER



SHEET 4 OF 4

(SEE SHEET 3)

POR. W 1/4 SEC. 23
T11S R6E SBBM
Rof. S. 113A

MATCH LINE
M.H. No. 8

THE COPLEY PRESS, INC.

STA. 32+46.57

10' EASEMENT

BORREGO SPRINGS RD.

M.H. No. 7
27+87.04

M.H. No. 6
MATCH LINE

WELL

(SEE SHEET 3)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant of Right of Way dated January 28, 1986 from The Copley Press, Inc.

To the Borrego Water District, organized under the California Water District Law is hereby accepted by order of Board of Director's Resolution No. 45, dated June 6 1981, authorizing the General Manager to accept and record Grants of Right of Way on behalf of said District.

Dated 3/11/86

By J. M. Schwab
General Manager

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

RESOLUTION NO. 45

RESOLUTION OF THE BOARD OF DIRECTORS
OF BORREGO WATER DISTRICT REGARDING
THE ACCEPTANCE OF DEEDS OR GRANTS CON-
VEYING ANY INTEREST IN OR EASEMENTS
UPON REAL ESTATE AND CONSENTING TO THE
RECORDATION OF SAID DEEDS OR GRANTS

WHEREAS, the District will, from time to time, receive deeds or grants conveying interests in or easements upon real estate for public purposes; and

WHEREAS, Section 27281 of the Government Code of the State of California provides that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to the deed or grant, or by resolution authorizing an officer or agency to accept and consent to such deeds or grants; and

WHEREAS, the District is a political corporation within the purview of Section 27281 of the Government Code;

NOW, THEREFORE the Board of Directors of the Borrego Water District DOES HEREBY RESOLVE, DETERMINE AND ORDER as follows:

SECTION 1. The General Manager of the District or the Secretary of the District are hereby authorized as agents of this District to accept and consent to deeds or grants conveying any interest in or easement upon real estate to the District.

SECTION 2. Either of the aforementioned agents of said District may execute a certificate of acceptance as provided in Section 27281 of the Government Code certifying that the interest in real property conveyed by any deed is accepted by said District pursuant to authority vested in said agents of this District by this resolution, and further certifying that the grantee consents to the recordation of said deed by either of said duly authorized agents.

SECTION 3. Either of said agents are hereby authorized and directed to attach his written acceptance to any deeds or grants executed on authority of this Board of Directors and to be recorded.

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

AYES: DIRECTORS: Burnand, Davis, Fortliner, Rodriguez, Corey
 VOTES: DIRECTORS: None
 ABSENT: DIRECTORS: None
 ABSTAIN: DIRECTORS: None

C.R. Burnand
 President of the Board of Directors of Borrego Water District

(SEAL)

ATTEST:

[Signature]
 Secretary of the Board of Directors of Borrego Water District

STATE OF CALIFORNIA)
) ss.
 COUNTY OF SAN DIEGO)

I, SAM FORTLINER, Secretary of the Board of Directors of the Borrego Water District, do hereby certify that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 45, of said Board, and that the same has not been amended or repealed.

DATED: June 6, 1981.

[Signature]
 Secretary of the Board of Directors of Borrego Water District

OFFICIAL RECORDS, SAN DIEGO COUNTY, VERA L. LYLE, RECORDER

RESOLUTION NO. 2022-07-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF BORREGO
WATER DISTRICT RELEASING EASEMENT PREVIOUSLY GRANTED
BY LA CASA DEL ZORRO**

WHEREAS, the Borrego Water District (“District”) is conducting a project to relocate a sewer line (“Project”); and

WHEREAS, the sewer line is currently located within a parking lot of the La Casa del Zorro Resort & Spa, generally located at 3845 Yaqui Pass Road, Borrego Springs, CA 92004, which is owned by CWC La Casa del Zorro, LLC; and

WHEREAS, the purpose of the Project is to relocate the sewer line from a parking lot to a nearby right-of-way in order to alleviate the prevalence of odors that emanate from the sewer line underneath the parking lot; and

WHEREAS, CWC La Casa del Zorro, LLC has given the District free of charge a sewer easement over a portion of its property in order for the District to relocate the sewer line and thereafter maintain the sewer line; and

WHEREAS, Government Code Section 27281 requires the District’s Board of Directors to adopt a certificate or resolution of acceptance in order to accept this sewer easement; and

WHEREAS, the District approved by resolution (Resolution No. 2021-02-01) on February 23rd, 2021 the sewer easement for sewer relocation and maintenance purposes; and

WHEREAS, in furtherance of the Project, the District also desires to release an easement previously granted by CWC La Casa del Zorro, LLC, as described and depicted in Exhibit “A”, which is attached hereto and incorporated herein by this reference;

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE BOARD OF DIRECTORS OF THE BORREGO WATER DISTRICT AS FOLLOWS:

SECTION 1. The recitals above are true and correct and are hereby incorporated herein by this reference.

SECTION 2. The District hereby releases the easement (“Release of Easement”) previously granted by CWC Casa del Zorro, LLC described and depicted in Exhibit “A”, a copy of which is attached hereto and incorporated herein by reference.

SECTION 3. The District’s General Manager is hereby authorized and directed to execute the Release of Easement on behalf of the District.

SECTION 4. The District’s Secretary of the Board of Directors is hereby authorized and directed to cause the Release of Easement to be recorded.

**RECORDING REQUESTED BY AND FOR
THE BENEFIT OF:**

Borrego Water District

WHEN RECORDED MAIL TO:

BORREGO WATER DISTRICT
P.O. 1870
Borrego Springs, CA 92004

FREE RECORDING

This instrument is for the benefit of the Borrego
Water District and is entitled to be recorded
without fee. (Govt. Code §27383)

Above Space for Recorder's Use

MUTUAL RELEASE TO TERMINATE EASEMENT

This Mutual Release to Terminate Easement is entered into by and between Borrego Water District, P.O. 1870, Borrego Springs, CA 92004 ("District"), and CWC Casa del Zorro, LLC, 11236 El Camino Real, Ste. 200, San Diego, CA 92130 ("Property Owner").

WHEREAS, District is the holder of an easement for the purposes of erecting, constructing, reconstructing, replacing, repairing, maintaining and using a pipeline or pipelines together with their necessary fixtures and appurtenances including but not limited to conduits and cables for communications purposes (defined collectively as "Equipment"), granted to District in approximately 1956, and formally recorded on March 18, 1986, in the records of the San Diego County Recorder's Office, California ("Easement"); and

WHEREAS, the Easement affects certain Real Property, more particularly described as follow:

A 10 foot wide easement over the portion of Section 23 Township 11 South, Range 6 East, San Bernardino Meridian, in the County of San Diego, State of California, according to United States Government Survey, approved December 20, 1856, the centerline of said easement being more particularly described as follows:

Commencing at the center of Section 23; thence northerly along the west line of the Northeast Quarter of Section 23, (also being the west line of the Rams Hills Water Reclamation Plant site conveyed to the Borrego Water District as document No. 81-371371 recorded November 24, 1981) North 0°27'31" West, 327.75 feet to the TRUE POINT OF BEGINNING; thence leaving said west line, North 83°30'40" West, 183.48 feet in the Northwest Quarter of Section 23; thence North 65°21'57" West, 498.10 feet; thence North 65°52'43" West, 498.20 feet; thence North 62°20'18" West, 372.06 feet; thence North 44°23'59" West, 483.76 feet; thence North 82°54'08" West, 233.89 feet; thence North 37°58'29" West 404.68 feet; thence North 73°45'07" West, 459.53 feet.

Excepting that portion which lies within the right of way lines of Borrego Springs Road (100.00 feet wide), as shown and delineated on Road Survey No. 1279 and Yaqui Pass Road (100.00 feet wide) as shown and delineated on Road Survey 596, both on file in the office of the County Engineer, Department of Transportation, County of San Diego.

WHEREAS, District and Property Owner desire to terminate such Easement as it pertains to the Real Property and its Equipment; and

WHEREAS, District and Property Owner have agreed to waive and release any claims that each may have against the other with regard to such Easement, the Real Property, or the Equipment.

NOW THEREFORE, in consideration already received of the mutual covenants, promises, and agreements contained here, and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **EXTINGUISHMENT OF RIGHTS AGAINST REAL PROPERTY AND EQUIPMENT:** The Easement, to the extent that it affects the Real Property and Equipment found there, is terminated, released, and extinguished. All facilities and Equipment that were placed within the Easement by District are abandoned in place by the District and District will have no obligation to remove such facilities or Equipment and Property Owner hereby accepts ownership and responsibility for same. Notwithstanding anything here to the contrary, this termination of the Easement does not affect or apply to any real property or equipment other than the Real Property and Equipment described here, nor does it release the rights of District in or under the Easement as against any party other than Property Owner.
2. **RELEASED CLAIMS:** District releases, terminates, waives, and disclaims any right, cause of action, or claim which District has or may have against Property Owner with respect to the Easement or the Real Property. Such release shall extend to the Property Owner's heirs, successors, and assigns. Property Owner releases, terminates, waives, and disclaims any right, cause of action, or claim which Property Owner has or may have against District with respect to the Easement or the Real Property. Such release shall extend to the District's heirs, successors, and assigns (collectively, "Released Claims").
3. **CIVIL CODE § 1542 WAIVER:** The parties acknowledge that they are releasing unknown claims and any other claims, defenses, or causes of action related to or arising out of the Released Claims only, and as to the Released Claims only they expressly waive all rights under California Civil Code section 1542. California Civil Code section 1542 provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

The parties acknowledge, except for matters expressly represented or recited herein, the facts and law in relation to this matter and the claims released by the terms of this

Agreement may turn out to be different from the facts or law as now known to each party or its counsel. Each party therefore expressly assumes the risk of the existence of different or presently unknown facts or law as to the Released Claims only and agrees that this Agreement shall be in all respects effective and binding as to such Party, despite the possibility of new or different facts or law.

4. OTHER DOCUMENTS: The parties agree to execute such other and further documents as shall be deemed reasonably necessary to effectuate the terms and conditions of this Mutual Release to Terminate Easement, and that both jointly and equally shall bear the costs and expenses of preparing and recording such documents.

IN WITNESS OF THE ABOVE, the parties have executed this Mutual Release to Terminate Easement at Borrego Springs, California on the day and year above written.

CWC CASA DEL ZORRO, LLC

BORREGO WATER DISTRICT

by: CWC Asset Advisors, Inc
Managing Member

by: _____
Kathy Dice
Board President

by:

John Wells
Chief Executive Officer

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JULY 12, 2022
AGENDA ITEM II. C

July 6, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Town Hall Date, Format and Topics – G Poole/K Dice

RECOMMENDED ACTION:

Discuss date, format and topics

ITEM EXPLANATION:

DATE: November 15, 2022, is the proposed date to allow for the return of our seasonal visitors.

FORMAT: Combined in person (BS Library) and virtual Town Hall Meeting.

TOPICS:

*BWD

Operations, Capital Improvement and Finance Overview for 2021-22

*Watermaster

Operations, Capital and Finance overview

*Q and A

FISCAL IMPACT:

N/A

NEXT STEPS:

1. Notify Watermaster and begin preparations

ATTACHMENTS

1. None

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
JULY 12, 2022
AGENDA ITEM II. D

July 6, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Employment Contract with General Manager -K Dice

RECOMMENDED ACTION:

Approve proposed Contract

ITEM EXPLANATION:

Attached is a proposed 5 year Contract between BWD and myself. I truly appreciate the opportunity and am committed to preparing BWD to meet its future challenges.

FISCAL IMPACT:

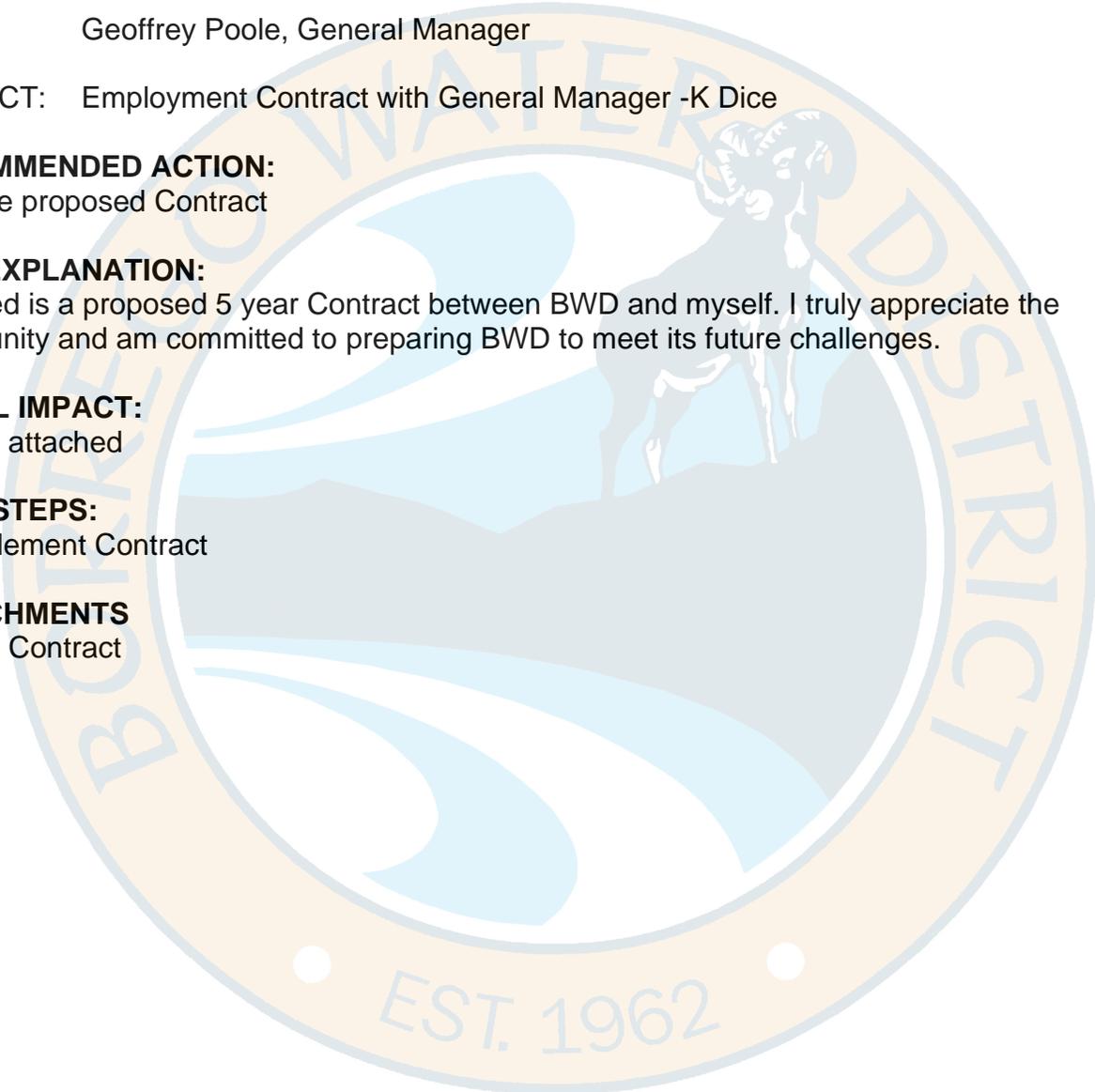
1. See attached

NEXT STEPS:

1. Implement Contract

ATTACHMENTS

1. Draft Contract



**EMPLOYMENT AGREEMENT BETWEEN
BORREGO WATER DISTRICT AND
GEOFFREY POOLE**

This Employment Agreement (Agreement) is made the 12 th of July, 2022, between the Borrego Water District (hereinafter referred to as “DISTRICT” and Geoffrey Poole (hereinafter referred to as “EMPLOYEE”).

RECITALS

This agreement is based upon the following facts and/or understandings:

WHEREAS, Employee has represented that he possesses the professional skills and qualifications necessary to adequately provide the services required of the General Manager position;

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. EMPLOYMENT.

DISTRICT has employed EMPLOYEE as its General Manager, under the terms and conditions stated herein, beginning on July 11, 2016.

2. COMPENSATION

EMPLOYEE shall receive annual salary increase of 7% during the term of this Agreement from the current base of \$145,384.

3. BENEFITS.

a. EMPLOYEE shall be entitled to receive all benefits as established, and as may be amended from time to time, for employees in the DISTRICT, including annual cost of living adjustments.

b. Employee shall accrue, and have credited to his personal account, sick leave, vacation leave, administrative leave and holiday pay on the same basis as other District employees. Employee agrees not to take any vacation or administrative leave at a time that would adversely impact the District.

c. Vehicle Allowance: EMPLOYEE shall receive a car allowance in the amount of \$400 per month in lieu of receiving mileage reimbursement. EMPLOYEE shall possess and maintain a valid an appropriate California Driver license, shall maintain automobile insurance at least at the minimum levels required by state law, and shall immediately provide written notice to the Board of any actions taken against EMPLOYEE’S driving

privilege, such as a suspension or a revocation due to a DUI or vehicular accident, or a failure to provide proof of financial responsibility.

4. DUTIES.

District agrees to employ Employee in the position of General Manager to perform the functions and duties set forth in applicable ordinances, resolutions, and other Board policies pertaining to General Manager, as same may be amended from time to time, and any successor provisions thereto, and to perform other legally permissible and proper duties and functions consistent with the office of General Manager, as the Board of Directors shall from time to time assign.

5. TERM.

This contract shall continue in full force and effect for five (5) years or until it is terminated as provided in Paragraph 8 hereof.

6. ANNUAL PERFORMANCE REVIEW.

The Board and EMPLOYEE shall, by July 12th of each year meet to define such goals and performance objectives which they determine necessary for proper operation of the District to the attainment of the Board's policy objectives and in accordance with the DISTRICT business plan and shall establish a relative priority among said goals and objectives. This shall be reduced to writing and reviewed and approved by the Board. Reviews and evaluations shall be conducted accordance with specific criteria developed jointly by the Board and EMPLOYEE which may be added to, or deleted from, as the Board may from time to time determine in consultation with the General Manager.

7. PROFESSIONAL DEVELOPMENT, MEMBERSHIPS, AND LICENSES

The DISTRICT shall pay the reasonable and necessary costs for Employee's professional development, including professional conferences, seminars, meetings, participation in professional associations, professional dues, professional certifications, and subscriptions as are deemed appropriate and approved by the Board. The Board may pay the costs of educational courses that enhance Employee's ability to perform his duties, including tuition and books the Board deems appropriate, reasonable, and necessary.

8. TERMINATION.

- a. **By EMPLOYEE.** EMPLOYEE may terminate this Agreement upon giving three (3) months' written notice of termination to DISTRICT, or sooner by mutual agreement. In the event that EMPLOYEE exercises his/her right to terminate upon giving three (3) months' notice, or sooner by mutual agreement under this subparagraph, he shall not be entitled to the severance benefits set forth under Paragraph 9 or to any other similar termination benefits under law or DISTRICT rules and regulations, provided however, that EMPLOYEE shall be entitled to payment for any unused accrued time in accordance with DISTRICT policy and/or applicable law.

b. **By DISTRICT.** It is understood and agreed that the General Manger is an at-will employee and serves at the pleasure of the Board of Directors of the District; his/her employment may be terminated at any time by a supermajority vote of the Governing Board (four votes), with or without notice, and with or without cause, and that no reason need be given for such termination. DISTRICT termination shall be under one of the following paragraphs.

- (1) **At-will.** DISTRICT may terminate this Agreement without cause, and with or without notice. In the event that this Agreement is terminated by DISTRICT pursuant to this Paragraph EMPLOYEE shall be entitled to severance benefits under this Agreement, consistent with the requirements specified in this Section. EMPLOYEE has no right to a hearing or other review of his/her termination without cause.
- (2) **For Cause.** DISTRICT may terminate this Agreement for cause. EMPLOYEE will not be entitled to severance if his/her employment is terminated by DISTRICT at any time for cause. Cause for termination shall be defined for purposes of this Agreement as: (i) gross or willfull misconduct, (ii) gross negligence, (iii) fraud, (iv) serious misconduct (including unlawful conduct such as perjury, misapporpiration of District assets, discrimination, harrasment, retaliation, etc. substantiated through an independent investigation.) which would constitute a violation of DISTRICT policy, or state or federal law, (v) conviction of a crime or other unlawful act invovling moral turpitude, or (vi) conviction of a felony on the part of EMPLOYEE. Conviction for purposes of this Agreement includes a judgment entered after a trial, plea of guilty or plea of nolo contendere. Except as provided in Government Code Secdtion 54957, EMPLOYEE has no right to a hearing or other review of the reason for his/her termination by DISTRICT and expressly waives any and all such rights as may be otherwise provided by law or which may be applicable to other DISTRICT employees.
- (3) **By Retirement.** The employment of EMPLOYEE, and this Agreement, shall automatically terminate upon the retirement of EMPLOYEE and upon EMPLOYEE giving ninety (90) days written notice of such retirement to DISTRICT.
- (4) **By Death or Disability.** The employment of EMPLOYEE, and this Agreement, shall automatically terminate upon the death of EMPLOYEE or upon the separation of his/her employment because of disability, which prevents EMPLOYEE from performing the essential functions of his/her job even with reasonable accommodations. As used herein, disability shall have the same meaning, as provided under the laws governing CalPERS. Neither EMPLOYEE nor his/her heirs, administrators, or assigns shall have any right under this Agreement to salary after such death or disability, but they shall have such rights and benefits as may be provided by law.

9. **SEVERANCE PAY.**

DISTRICT shall have the right to terminate EMPLOYEE's employment at any time during the term of this Agreement, with or without cause. In the event that EMPLOYEE's employment is terminated by DISTRICT, under Subparagraph 8b without cause, EMPLOYEE shall be entitled to the severance benefits stated below upon execution of an agreement with a general waiver of claims, as follows:

- a. **Computation: Items Included.** Severance benefits under this Paragraph shall be computed based upon EMPLOYEE's monthly base salary in effect at the time of termination.
- b. **Amount of Severance.** The amount of severance benefits shall be a lump sum equal to six (6) months' base salary at the time of termination; and continued payment by DISTRICT of health and dental benefits for six (6) months, or until EMPLOYEE is re-employed, whichever is sooner.
- c. **Separately Negotiated: Waiver.** The parties expressly acknowledge and agree that these severance pay provisions have been independently negotiated. Acceptance at the time of termination by EMPLOYEE of the severance pay benefits provided by this Paragraph shall operate as a full and complete waiver and release of any and all rights, claims, and/or causes of action which EMPLOYEE may have, or have had, at any time, in the past or in the future, arising out of EMPLOYEE's employment by DISTRICT including but not limited to claims for wrongful termination. If EMPLOYEE wishes to retain any such rights, EMPLOYEE must decline to accept the severance benefits provided by this Paragraph. To receive severance benefits, EMPLOYEE must execute a Severance Agreement and General Release satisfactory to DISTRICT. In the event EMPLOYEE elects not to sign the Severance Agreement and General Release, EMPLOYEE will not be entitled to severance benefits.

Acceptance of the severance benefits under this Paragraph will operate as a general release on the part of EMPLOYEE as to all claims, known or unknown, and EMPLOYEE specifically waives the provisions of California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

- d. **Legal Limitations on Severance.** This section is intended to comply with the provisions of Government Code Section 53260, et seq., and in no event shall EMPLOYEE be entitled to severance benefits greater than provided for therein. This agreement in no way affects EMPLOYEE's rights to continue health insurance

coverage as required under COBRA for EMPLOYEE and EMPLOYEE's eligible dependents.

10. STATUTORY OBLIGATIONS: ABUSE OF OFFICE OR POSITION.

Pursuant to Government Code section 53243, et seq. which became effective on January 1, 2012, if EMPLOYEE is convicted of a crime involving an abuse of his/her office or position, all of the following shall apply: (1) if EMPLOYEE is provided with administrative leave pay pending an investigation, EMPLOYEE shall be required to fully reimburse such amounts paid; (2) if DISTRICT pays for the criminal legal defense of EMPLOYEE (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), EMPLOYEE shall be required to fully reimburse such amounts paid; and (3) if this Agreement is terminated, any cash settlement related to the termination that EMPLOYEE may receive from DISTRICT shall be fully reimbursed to DISTRICT. For this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) a crime against public justice, including a crime described in Title 7 commencing with section 92 of the Penal Code.

11. MISCELLANEOUS.

a. Governing Law. This Agreement shall be interpreted and enforced in conformance with California law.

b. Entire Agreement. This Agreement together with the exhibits represents the entire agreement between the parties and supersedes any prior agreements, written or oral, any and representations, written or oral, not expressly included herein.

c. Venue. The venue for any litigation to interpret or enforce this Agreement shall be San Diego County Superior Court.

d. Integration Clause. If any part, provision, Paragraph or subparagraph of this Agreement shall be held to be void or unenforceable by a final judgment of a court of competent jurisdiction, then unless that provision is found in such proceeding to be material to this Agreement, said void or unenforceable provision shall be severed from this Agreement and the balance of this Agreement shall remain in full force and effect. In the event that the void or unenforceable provision is found to be material to this Agreement then the entire Agreement shall be voided.

e. Independent Review: Interpretation. EMPLOYEE and DISTRICT affirm in signing this Agreement that they have each had an opportunity to review and consider this Agreement, and to have it reviewed and to receive advice from independent advisors of their own choosing, including attorneys, and that each knowingly and voluntarily enters into this Agreement. EMPLOYEE and DISTRICT further affirm that this Agreement was the mutual product of their

negotiations, including give and take, and that neither party shall be considered the drafter of this Agreement such that the Agreement is interpreted against that party.

f. **Public Record.** EMPLOYEE acknowledges that this Agreement, upon final execution, will become a public record under California law available for public inspection and copying.

g. **Counterparts.** This Agreement may be signed in counterparts.

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

EMPLOYEE

DATE: _____

SIGNATURE: _____

DISTRICT

DATE: _____

SIGNATURE: _____

BORREGO WATER DISTRICT
BOARD OF DIRECTORS MEETING
MARCH 22, 2022
AGENDA ITEM II. E. 1 & 2

March 16, 2022

TO: Board of Directors

FROM: Geoffrey Poole, General Manager

SUBJECT: Borrego Springs Subbasin Watermaster Board – VERBAL D Duncan/K Dice

- i. AAWARE Comments to Annual Report – D Johnson/T Driscoll
- ii. Update on Board Activities
 - a. Draft BWD Letter to Watermaster re: Future Projects
- iii. Update on Technical Advisory Committee Activities - T Driscoll

RECOMMENDED ACTION:

Receive Verbal Report from Representatives and discuss Draft letter

ITEM EXPLANATION:

Kathy and Geoff are working on the Draft letter requested by the Board last meeting and will share/post it as soon as its ready. Topics in the letter will include:

Need for enhanced groundwater elevation and W/Q monitoring

Is the TAC meeting often enough? TAC Flexibility

Need/importance of Borrego Valley hydrogeologic model update

Cost estimate for converting the Viking Ranch well to a monitoring well

Adequate budgeting

Not deferring the monitoring well project from prop 68

Wanting to see these items of the WM agenda for discussion.

FISCAL IMPACT:

TBD

NEXT STEPS:

TBD

ATTACHMENTS:

None