



**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
560 Magnolia Avenue, Beaumont, CA 92223

**NOTICE AND AGENDA**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**ENGINEERING WORKSHOP**  
Thursday, February 25, 2021 - 6:00 p.m.

**TELECONFERENCE NOTICE**

*This meeting is hereby noticed pursuant to  
California Government Code Section 54950 et. seq. and  
California Governor's Executive Orders N-29-20 and N-33-20  
The BCVWD Board of Directors will attend via Zoom Video Conference  
To access the Zoom conference, use the link below:*

<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFZCMGh0YTFIL2tnUGlpU3h0UT09>

*To telephone in, please dial: (669) 900-9128  
Enter Meeting ID: 843 1855 9070  
Enter Passcode: 113552*

*For Public Comment, use the "Raise Hand" feature if on the  
video call when prompted, if dialing in, please dial \*9 to "Raise  
Hand" when prompted*

*Meeting materials are available on the BCVWD's website:  
<https://bcvwd.org/document-category/regular-board-agendas/>*

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**Call to Order: President Slawson**

**Pledge of Allegiance: Director Ramirez**

**Invocation: Director Williams**

**Announcement of Teleconference Participation**

**Roll Call**

**Teleconference Verification**

**Public Comment**

**PUBLIC COMMENT: RAISE HAND OR PRESS \*9 to request to speak when prompted**  
At this time, any person may address the Board of Directors on matters within its jurisdiction which are not on the agenda. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting. **Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

## **ACTION ITEMS**

*Action may be taken on any item on the agenda. Information on the following items is included in the full Agenda Packet.*

- 1. Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda
- 2. Consideration of Award of Bid for the Purchase of one (1) Fleet Vehicle in the Amount not to exceed \$50,400** (pages 4 - 50)
- 3. Resolution 2021-\_\_:** Acceptance of an Easement from Beaumont RV and Self-Storage, LLC, South of 1<sup>st</sup> Street and West of California Avenue in the City of Beaumont (pages 51 - 68)
- 4. Resolution 2021-\_\_:** Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Credit Card Processing Fees and Late Notification Fees as Waived during the District Local Emergency under Resolution 2020-09 (pages 69 - 84)
- 5. Beaumont Master Drainage Plan Line 16 Project Cooperative Agreement Update** (pages 85 - 126)
- 6. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07** (No Staff Report)
- 7. Review of District Staffing Activities and Cash Flows as related to the ongoing COVID-19 Local State of Emergency** (pages 127 - 130)
- 8. Status of Declared Local Emergencies related to Fires**
  - a. Impact of the Apple Fire pursuant to Resolution 2020-17 (No Staff Report)
  - b. Impact of the El Dorado Fire pursuant to Resolution 2020-20 (No Staff Report)
- 9. Update: Legislative Action and Issues Affecting BCVWD** (pages 131 - 141)
- 10. General Manager's Report**
- 11. Topics for Future Meetings**
  - Water supply for BCVWD and the region
  - Matrix for delivery of recycled water
  - Update on the Delta Conveyance Project
- 12. Announcements** – Pursuant to Governor's Executive Order N-33-20, all BCVWD Board and Committee meetings will be held via teleconference and/or video teleconference until further notice or unless otherwise indicated below:

- Collaborative Agencies Committee Meeting: Wednesday, Mar. 3, 2021 at 5 p.m. (*in-person meeting at Beaumont Library; also available via Zoom*)
- Finance and Audit Committee Meeting: Thursday, Mar. 4, 2021 at 3 p.m.
- Regular Board Meeting: Wednesday, Mar. 10, 2021 at 6 p.m.
- Personnel Committee Meeting: Monday, Mar. 15, 2021 at 6 p.m.
- Engineering Workshop: Thursday, Mar. 25, 2021 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Apr. 7, 2021 at 10 a.m.

### 13. Closed Session

- CONFERENCE WITH LABOR NEGOTIATORS  
Pursuant to Government Code Section 54957.6  
District Designated Representative: Daniel K. Jaggars, General Manager and Sabrina Foley, Human Resources Coordinator  
Employee Organization: Beaumont-Cherry Valley Water District Employees Association

### 14. Report on Closed Session

### 15. Adjournment

## NOTICES

**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 Beaumont-Cherry Valley Water District 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 District's office, at 560 Magnolia Avenue, Beaumont, 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 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 Office in the Board Room of the District's Office. Materials may also be available on the District's website: [www.bcvwd.org](http://www.bcvwd.org).

**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 560 Magnolia Avenue, Beaumont, 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 District Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The District Office may be contacted by telephone at (951) 845-9581, email at [info@bcvwd.org](mailto:info@bcvwd.org) or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

## CERTIFICATION OF POSTING

I certify that on or before February 22, 2021, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).



Digitally signed by Yolanda Rodriguez  
DN: cn=Yolanda Rodriguez, o=Finance and Administration, ou=Finance and Administration, email=yolanda.rodriguez@bcvwd.org, c=US  
Date: 2021.02.18 16:14:21 -08'00'

Yolanda Rodriguez,  
Director of Finance and Administration



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
February 25, 2021**

Item 2

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Consideration of Award of Bid for the Purchase of one (1) Fleet Vehicle in the Amount not to exceed \$50,400**

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**Staff Recommendation**

Authorize the General Manager to purchase one (1) fleet vehicle as listed in the 2021 Capital Improvement Budget from Rotolo Chevrolet in Fontana, CA and equip said vehicle once received by the District in an amount not to exceed \$50,400.

**Background**

At its Special Meeting of December 1, 2021, the Board of Directors approved the 2021 Capital Improvement Budget, which provides a schedule and funding source for the replacement of various District fleet vehicles necessary to provide efficient delivery of services to the community. This vehicle purchase is identified in the 2021 Capital Improvement Budget as Project Number VE-TRUK-0012 (replacement for District Fleet Vehicle Unit #5) with a total budgeted cost of \$75,000.

Staff has identified that said District Fleet Vehicle Unit #5, a 2008 Ford F450, has reached the end of its service life due to age, mileage, and repair and maintenance frequency and cost. Since February 2017, the District has spent over \$20,000 on repairs and maintenance for Unit #5. These repairs include a new fuel tank, rewiring the fuel pump, replacing the diesel filter assembly, replacing multiple sensors, replacement of the front and rear shocks, replacing the fuel injectors and the trailer harness. At this time, Staff identifies that this vehicle may have some residual value as a spare truck in the short term during the District's AMR/AMI meter replacement project and proposes to use said vehicle as part of that program and/or until it requires significant repair work.

Should the Board authorize the General Manager to purchase a replacement for Unit #5, as identified above, District staff proposes to maintain Unit #5 within the Fleet as a spare vehicle for use by Staff on such projects as the District AMR/AMI project. Should said vehicle require significant repairs, Staff will assess the value of said vehicle versus the repair and if unfavorable, Staff would then prepare a Declaration of Surplus which would be brought before the Board at a future meeting so that said vehicle can be identified as surplus and subsequently auctioned by a third party auctioneer to recover any residual value.



The District’s Policies and Procedures Manual, Part III, Section 17 I – Purchasing (as adopted by the Board on December 13, 2017) reads:

**Vehicles.** Vehicles may be purchased in accordance with Table 1, in conjunction with the District’s Capital Improvement Plan approved by the Board of Directors. Preference will be given to use of the State of California Vehicle Procurement Program, but at the discretion of the General Manager, vehicles may be obtained from an alternative local source if the cost difference does not exceed \$1,500. Consideration may also be given to delivery schedules and availability of inventory.

**Summary**

In accordance with District policy, Staff has solicited bids from two local vendors (Diamond Hills Chevrolet and Rotolo Chevrolet) as well as the State of California Vehicle Procurement Program vendor (Elk Grove Auto/Winner Chevrolet) for the purchase of said replacement fleet vehicle as identified in in the District’s 2021 Capital Improvement Project activities..

The make, model, and pricing for the proposed replacement vehicles are set forth in Table 1:

**Table 1  
Summary of Quotes**

<b>Entity</b>	<b>2021 Chevy Silverado 3500 HD with 12' Bed</b>	<b>2021 Chevy Silverado 3500 HD with 14' Combo Bed</b>	<b>Delivery Time</b>
Diamond Chevrolet	\$39,283.40	\$42,216.40	12 - 16 weeks
<b>Rotolo Chevrolet</b>	<b>\$38,368.00</b>	<b>\$41,216.00</b>	<b>12 - 16 weeks</b>
Elk Grove Auto/ Winner Chevrolet	\$43,652.08	\$47,025.73	12 - 16 weeks

In consideration of the interest of the District, staff recommends purchase of the 2021 Chevy Silverado 3500 HD with 14' Combo Bed from Rotolo Chevrolet for \$41,216.00 and requests an additional 10% for contingency in the amount of \$4,121.60, and an additional ancillary equipment amount (lights, trailer brake equipment as necessary, misc. safety equipment and tools) of \$5,000 for a total not to exceed amount of **\$ 50,400** (\$50,337.60 actual amount). The delivery time for said vehicle is based on a factory order of approximately 12 - 16 weeks.

**Fiscal Impact**

The amount would be paid from the District’s Capital Replacement Reserves, as budgeted for in 2021.



### **Attachments**

1. Diamond Chevrolet bid
2. Rotolo Chevrolet bid
3. Elk Grove Auto/Winner Chevrolet bid

Report prepared by James Bean, Assistant Director of Operations and Erica Gonzales, Administrative Assistant

Bean, James (BCVWD)

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**From:** Dahlstrom, Knute (BCVWD)  
**Sent:** Wednesday, November 4, 2020 3:10 PM  
**To:** Bean, James (BCVWD)  
**Subject:** Fwd: \*EXTERNAL\*Bid for 2021 Silverado 3500 Regular Cab with Royal Body.  
**Attachments:** scan0033.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

**From:** "fgoodale@verizon.net" <fgoodale@verizon.net>  
**Date:** November 4, 2020 at 2:59:00 PM PST  
**To:** "Dahlstrom, Knute (BCVWD)" <knute@bcvwd.org>  
**Subject:** \*EXTERNAL\*Bid for 2021 Silverado 3500 Regular Cab with Royal Body.  
**Reply-To:** fgoodale@verizon.net

The Contractor bed will be a 12' Bed, if you go with a 14', it has to be mounted on a Medium Duty truck, either 4500 or 5500. Your net cost for the trucked as you request with 12' Contractor Bed would be \$39,283.40, and for the Combo Bed would be \$42,216.40. Price does not include Sales Tax or License Fees that may apply. Attached is a build sheet on the cab and chassis.

Thank you,

Frank Goodale  
Internet-Fleet Manager  
Diamond Chevrolet Buick GMC  
Banning, Ca. 92220  
951-743-6108

**[This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.]**



FRANK GOODALE  
DIAMOND CHEVROLET BUICK GMC

ATTENTION ALL USERS: When using Order Workbench (OWB), please DO NOT disable pop-up windows functionally. OWB uses pop-up windows to display business critical alerts, confirmations and warning messages while in transactions. For assistance, contact the OWB Help Desk at 1-888-337-1010.

jym003 Logout

ORDER Workbench Main > Order Vehicles > Configure a New Vehicle View Summary

PLAN & FORECAST ORDER VEHICLES MANAGE INVENTORY LOCATE VEHICLES DELIVER VEHICLES REPORTS & TOOLS

### Configure a New Vehicle:View Summary



Choose Model Choose Options Customer/Other Info View Summary

#### RELATED LINKS

- Return to Order Vehicles Page
- Configure a New Vehicle
- View My Allocation and Constraints
- View Stored Configurations
- View My Request for Order List
- US On-Line Order/Reference Guide

Review the vehicle configuration information in order to ensure that it is correct. If you need to make a change click "Back" to return to the Configure and Submit Request for Order: Customer/Other Info screen. Click "Submit Request for Order" to submit this configuration as a request for order. Click "Save as Stored Configurations" in order to store this configuration. Click "Submit Order Changes" to apply order changes, if page accessed from Change Single order path. Click "Cancel" to cancel the entire configuration.

Note: A submitted request for order is at Event Code 1000 (Order Request Added).

#### GM Business Associate Information

Detail View without prices ▼

Charge-to BAC: 292471	Charge-to BFC: 1
Ship-to BAC: 292471	Ship-to BFC: 1
Contact Name:	DAN:
Phone #:	Stock No:

#### Model Information

Model Year: 2021	Distrib. Entity: FLT Fleet	Order Type: FBC-Fleet Political Subdivision
Division: CHEVROLET TRUCK	Allocation Group: CHDREG	
Model: CC31403 - 3500HD Silverado: 2WD, Reg Chassis-Cab		

#### Fleet Information

Primary FAN: 000952916	End-User FAN:
Bid Number:	Bid Item #:
PO Number:	

#### Configuration Information

PEG: 1WT  
 Primary Color: GAZ - Summit White  
 Engine: L8T - Engine, 6.6L V8  
 Transmission: MYD - Transmission, 6-speed automatic, heavy-duty  
 Trim: H1T - Jet Black, Cloth seat trim  
 Emissions: YF5 - Emissions, California state requirements  
 Requested TPW:

Options: 8S3, 9J4, AE7, AKO, AQQ, AU3, BG9, C49, DBG, G80, G9Y, GT4, GTY, IOR, JL1, K34, K47, KC4, KNP, KW7, L8T, MYD, N2N, P03, PYW, QQO, U01, V76, VK3, VQ2, YF5, YK6, ZLQ, ZQO, ZW9

#### Hide Descriptions

- 8S3 : Back-up alarm, 97 decibels.
- 9J4 : Bumper: Rear Delete
- AE7 : Seats, front 40/20/40 split-bench
- AKO : Glass, deep-tinted
- AQQ : Remote Keyless Entry, with 2 transmitters
- AU3 : Door locks, power
- BG9 : Floor covering, rubberized-vinyl
- C49 : Defogger, rear-window electric
- DBG : Mirrors, outside power-adjustable vertical trailing
- G80 : Auto-locking rear differential
- G9Y : GVWR, 14,000 lbs. (6350 kg)
- GT4 : Rear axle, 3.73 ratio
- GTY : Rear axle, wide-track
- IOR : Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.
- JL1 : Trailer brake controller, integrated



K34 : Cruise control, electronic  
K47 : Air filter, heavy-duty  
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KNP : Cooling, auxiliary external transmission oil cooler  
KW7 : Alternator, 170 amps  
L8T : Engine, 6.6L V8  
MYD : Transmission, 6-speed automatic, heavy-duty  
N2N : Fuel tank, front and rear, 63.5 gallon  
P03 : Wheel trim, painted center caps  
PYW : Wheels, 17" (43.2 cm) painted steel  
QQO : Tires, LT235/80R17E all-season highway, blackwall  
U01 : Lamps, Smoked Amber roof marker, (LED)  
V76 : Recovery hooks, front, frame-mounted, Black  
VK3 : License plate kit, front  
VQ2 : Fleet Processing Option  
YF5 : Emissions, California state requirements  
YK6 : SEO Processing Option  
ZLQ : WT Fleet Convenience Package  
ZQO : Tire, spare LT235/80R17E highway  
ZW9 : Body, Chassis Cab

► **Save in Stored Configurations**

CANCEL

BACK

† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to [GMPricing.com](http://GMPricing.com) for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

Order Workbench: [FAQs](#) [Site Map](#)

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FRANK GOODALE  
DIAMOND CHEVROLET TRUCK GMC

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ORDER Workbench Main > Order Vehicles > Configure a New Vehicle: View Summary

PLAN & FORECAST    ORDER VEHICLES    MANAGE INVENTORY    LOCATE VEHICLES    DELIVER VEHICLES    REPORTS & TOOLS

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### Model Information

Model Year: 2021      Distrib. Entity: FLT Fleet      Order Type: FBC-Fleet Political Subdivision  
 Division: CHEVROLET TRUCK      Allocation Group: CHDREG  
 Model: CC31403 - 3500HD Silverado: 2WD, Reg Chassis-Cab

### Fleet Information

Primary FAN: 000952916      End-User FAN:  
 Bid Number:                      Bid Item #:  
 PO Number:

### Configuration Information

PEG: 1WT  
 Primary Color: GAZ - Summit White  
 Engine: L8T - Engine, 6.6L V8  
 Transmission: MYD - Transmission, 6-speed automatic, heavy-duty  
 Trim: H1T - Jet Black, Cloth seat trim  
 Emissions: YF5 - Emissions, California state requirements  
 Requested TPW:

Options: 8S3, 9J4, AE7, AKO, AQQ, AU3, BG9, C49, DBG, G80, G9Y, GT4, GTY, IOR, JL1, K34, K47, KC4, KNP, KW7, L8T, MYD, N2N, P03, PYW, QQO, U01, V76, VK3, VQ2, YF5, YK6, ZLQ, ZQO, ZW9

### Hide Descriptions

- 8S3 : Back-up alarm, 97 decibels.
- 9J4 : Bumper: Rear Delete
- AE7 : Seats, front 40/20/40 split-bench
- AKO : Glass, deep-tinted
- AQQ : Remote Keyless Entry, with 2 transmitters
- AU3 : Door locks, power
- BG9 : Floor covering, rubberized-vinyl
- C49 : Defogger, rear-window electric
- DBG : Mirrors, outside power-adjustable vertical trallering
- G80 : Auto-locking rear differential
- G9Y : GVWR, 14,000 lbs. (6350 kg)
- GT4 : Rear axle, 3.73 ratio
- GTY : Rear axle, wide-track
- IOR : Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.
- JL1 : Trailer brake controller, integrated

K34 : Cruise control, electronic  
K47 : Air filter, heavy-duty  
KC4 : Cooling, external engine oil cooler  
KNP : Cooling, auxiliary external transmission oil cooler  
KW7 : Alternator, 170 amps  
L8T : Engine, 6.6L V8  
MYD : Transmission, 6-speed automatic, heavy-duty  
N2N : Fuel tank, front and rear, 63.5 gallon  
P03 : Wheel trim, painted center caps  
PYW : Wheels, 17" (43.2 cm) painted steel  
QQO : Tires, LT235/80R17E all-season highway, blackwall  
U01 : Lamps, Smoked Amber roof marker, (LED)  
V76 : Recovery hooks, front, frame-mounted, Black  
VK3 : License plate kit, front  
VQ2 : Fleet Processing Option  
YF5 : Emissions, California state requirements  
YK6 : SEO Processing Option  
ZLQ : WT Fleet Convenience Package  
ZQO : Tire, spare LT235/80R17E highway  
ZW9 : Body, Chassis Cab

► Save in Stored Configurations

CANCEL

BACK

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Order Workbench: [FAQs](#) [Site Map](#)

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**Dahlstrom, Knute (BCVWD)**

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**From:** Jamie Harshman <jamie@rotolo.com>  
**Sent:** Thursday, March 5, 2020 5:08 PM  
**To:** Dahlstrom, Knute (BCVWD)  
**Subject:** RE: Auto Color2329.pdf  
**Attachments:** Auto Color2329.pdf

Knute,

I have attached your request for pricing on the Royal Contractor and Combo Bodies. Order cut-off for 2020 Silverado HD orders is today so I'm quoting a vehicle that will be coming from Royal's Chassis Pool. Royal's chassis do not have a spare tire but these trucks don't have a under bed storage so if there was a spare you need to store it or leave it in the bed of the truck. There isn't a scheduled build week for the Royal Chassis yet but it will probably be built in May or June. There hasn't been any built for dealer stock inventories yet. If you have questions please call or email me.

*God Bless America,*

*Jamie Harshman*

Director of Sales - Rotolo Chevrolet - Fontana, CA - *Pursuing Excellence Every Day!*  
Chevrolet Dealer of the Year 2011,2012,2013,2014,2015,2016,2017,2018  
(909) 355-8220  
[jamie@rotolo.com](mailto:jamie@rotolo.com)

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**From:** Dahlstrom, Knute (BCVWD) <[knute@bcvwd.org](mailto:knute@bcvwd.org)>  
**Sent:** Wednesday, February 26, 2020 2:25 PM  
**To:** Ken Jacobson <[ken@rotolo.com](mailto:ken@rotolo.com)>  
**Subject:** Auto Color2329.pdf

Good Afternoon Ken

Looking for quotes for this truck please

Knute

Beaumont Cherry valley water District

Thanks

**Dahlstrom, Knute (BCVWD)**

**From:**  
**Sent:** Tuesday, February 25, 2020 1:43 PM  
**To:** Dahlstrom, Knute (BCVWD)  
**Subject:** \*EXTERNAL\*Quote for Chevrolet 3500 Reg Cab 2 Wheel Drive Dually  
**Attachments:** Royal Truck Beds 02-25-2020.pdf

Listed below is the equipment on the cab and chassis. There is a choice of 2 different bed types. I have attached pictures of them. your net cost for the truck equipped with the Royal Contractor Bed would be \$38,368.00 and for the Combo Bed would be \$41,216.00 Both will be equipped with ladder rack, and 16,000 lb. GTW, 2.5" Receiver Trailing Package. Price does not include Tax or License Fees that may apply.

- 9J4 : Bumper: Rear Delete
- A52 : Seats, front 40/20/40 split-bench
- AKO : Glass, deep-tinted
- AQQ : Remote Keyless Entry, with 2 transmitters
- AU3 : Door locks, power
- BG9 : Floor covering, rubberized-vinyl
- C49 : Defogger, rear-window electric
- DBG : Mirrors, outside power-adjustable vertical trailing
- G80 : Differential, heavy-duty locking rear
- G9Y : GVWR, 14,000 lbs. (6350 kg)
- GT4 : Rear axle, 3.73 ratio
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- K34 : Cruise control, electronic
- K47 : Air filter, high-capacity
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- PYW : Wheels, 17" (43.2 cm) painted steel
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- SFW : Back-up alarm calibration.
- U01 : Lamps, Smoked Amber roof marker, (LED)
- V76 : Recovery hooks, front, frame-mounted. Black
- VK3 : License plate kit, front
- VQ2 : Fleet Processing Option
- YF5 : Emissions, California state requirements
- ZQO : Tire, spare LT235/80R17E highway

**BEAUMONT-CHERRY VALLEY  
WATER DISTRICT**

**Knute Dahlstrom**  
Field Superintendent



951.845.9581 ext. 260	knute@bcvwd.org
951.845.0159	560 Magnolia Ave. Beaumont, CA 92223
www.bcvwd.org	951.845.1572

ZW9 : Body, Chassis Cab

Thank you,

**[This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.]**



Back



Online Request Form

### Combo Service Body (40-VDO-C144)

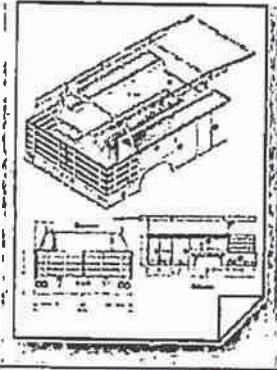
Pictured above is a Standard 144" Stakebed Combo Body with the Standard Over-Cab Rack with a Swing-Away Rear Cross Bar. Combo Service Body measures 12' long. Standard features include removable bed separators, open top lids covered with aluminum diamond plate, wood gates at rear and tapered leg heavy duty ladder rack.

For trucks with dual rear wheels - 84" Cab to Axle.

#### Royal Standard Features List:

- Three (3) Year Limited Warranty
- Heavy Duty Over Cab Rack
- Spring-Loaded Door Checks
- Aluminum Diamond Plate on Top Lids
- Triangular Door Latching System
- Zinc-Plated Door Lock Rods
- Rain Gutter Above All Doors
- Dual Rotary Latches For Top Lids
- Rivet Free Stainless Steel Door Pockets
- Lock in Place Adjustable Shelving
- Undergate Supported Tailgate
- Fully Gasketed Open Top Compartments
- Polished Aluminum Front Gravel Guards
- Double Paneled Galvanized Steel Dividers
- New and Improved Weather Sealing on Side Doors
- Vertical or Horizontal Layout
- Choice of 33" or 40" High Body

- Bed Area is a Full 49" Wide
- Heavy Duty Dock Bumper
- Hard Wood Rear Gates With Stainless Steel Posts
- Chrome Wheel Wall Edging
- Royal Quality



Specifications

For more information, contact Royal Truck Body at (800) 834-7692

---

**Corporate Headquarters**  
24200 South Main Street  
Carson, CA 90745  
Tel: (562) 633-9951  
Toll: (800) 834-7692  
Fax: (310) 513-1602

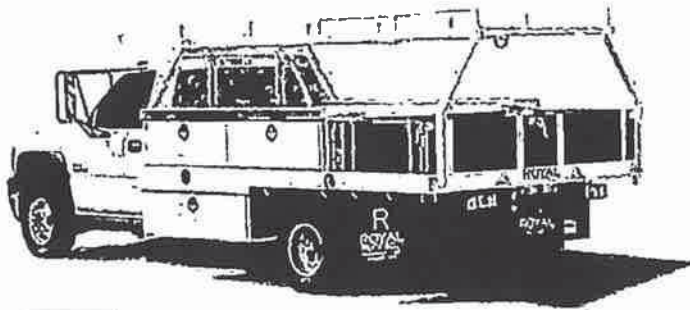


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▶ Online Request Form

## 12-Foot & 14-Foot Contractor Bodies (12-CON)

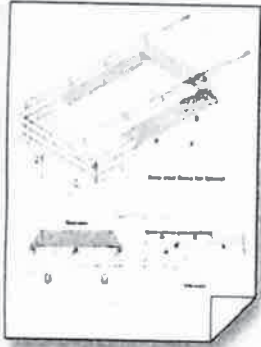
Pictured above is a Standard 12 Foot Contractor Body with 50-50 Bulkhead, Tapered Leg Over Cab Rack with Swing-away Rear Cross Bar, Two 96" Flip Top Deck Mounted Tool Boxes and Optional 60" Under Deck Boxes. Contractor body measures 12' long x 8' wide. Standard features include removable bed separators, tapered leg 2" x 3" steel ladder track, 96" long top mounted boxes with open top lids and wood gates. 60" long underbed boxes are optional.

For trucks with dual rear wheels - 84" Cab to Axle.

### Royal Standard Features List:

- Three (3) Year Limited Warranty
- Heavy Duty over Cab Rack
- Two 96" Long Flip Top Deck Mounted Boxes
- Aluminum Diamond Plate on Top Lids
- Triangular Door Latching System
- Zinc-Plated Door Lock Rods
- Rain Gutter Above All Doors
- Dual Rotary Latches For Top Lids (Royal Exclusive!)
- Rivet Free Stainless Steel Door Pockets (Royal Exclusive!)
- Fully Gasketed Open Top Compartments
- Mud Flaps
- Hardwood Tongue and Groove Floor
- Rope Hooks on Each cross Member
- Double Paneled Galvanized Steel Dividers
- New and Improved Weather Sealing on Side Doors
- Heavy Duty Dock Bumper
- 15" High Hardwood Rear Gates With

- **Stainless Stool Posts**
- **Hardwood Drop in separator Gate**
- **Recessed Gas Pocket**
- **Royal Quality**



**Specifications**

For more information, contact Royal Truck Body at (800) 834-7692

---

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# Elk Grove Auto / Winner Chevrolet

8575 Laguna Grove Drive  
Elk Grove, CA 95757  
916-426-5752

To:  
James Bean  
Beaumont-Cherry Valley Water District  
560 Magnolia Ave  
Beaumont, CA 92223  
(951) 845-9581 ext 263

DATE May 8, 2020  
Quotation # 21399

Prepared by: Jerry Powers

Comments or special instructions: Vehicle build and options are in additional pages.  
State Contract # 1-18-23-20D

Description	AMOUNT
Line 29 Silverado	\$ 26,121.00
Options (Refer to Window Sticker):	\$ 2,520.00
Upgrade to 84" CA	\$ 400.00
Royal Combo Body Upfit - Per Attached spec	\$ 14,506.00
<p><b>**** Please review, sign, and return a copy of the quote and ****</b>  <b>**** specs with the PO or the vehicle will not be ordered. ****</b>  <b>****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****</b></p>	
<b>Subtotal</b>	\$ 43,547.00
<b>DOC Fee</b>	\$ 85.00
<b>Taxable Subtotal:</b>	\$ 43,632.00
<b>Tax Rate(Subject to change): 7.750%</b>	\$ 3,381.48
<b>Tire Fee:</b>	\$12.25
<b>Delivery Charge:</b>	
<b>Total:</b>	\$ <b>47,025.73</b>

If you have any questions concerning this quotation, contact Jerry Powers at 916-426-5752 or email at JPowers@LasherAuto.com

**THANK YOU FOR YOUR BUSINESS!**



# ROYAL TRUCK BODY

4800 LANG AVENUE  
 BLDG. 786E  
 MCCLELLAN, CA 95652  
 PHONE: 916-921-2639  
 FAX: 916-772-2664

<b>QUOTATION 0410410</b>			
TRUCK ORIGIN		DATE REQUESTED	
DLR			
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
MH	AHJ	AHJ	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			
BEAUMONT-CHERRY VALLEY WATER			

S WINNER CHEVROLET O 8575 LAGUNA GROVE DRIVE L ATTN: SARA SELF D Elk Grove, CA 95757				CUSTOMER NO: WINCHEV				S WINNER CHEVROLET H 7220 FAWN WAY I SACRAMENTO, CA 95823 P			
CUST ORDER NO		TERMS	SHIP VIA	TRUCK ETA		CUSTOMER NAME			CUSTOMER PHONE NO		
		02	ROYAL			JERRY POWERS					
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE				
Chevy	20	CC31403	WHITE	84							
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE			
				60	18	96		Regular			
QTY	PART NO./DESCRIPTION					UNIT PRICE	EXT PRICE				
	<div style="display: flex; justify-content: space-around;"> <span>STREET SIDE</span> <span>DRIVE SIDE</span> </div> 2020/DEALER UNIT/CHEVROLET/3500/DRW/REG CAB CHASSIS/84"CA CARSON BUILD/McCLELLAN MOUNT										
1	40-VDO-C-144 40" HIGH 144" ROYAL COMBO BODY										
1	H-2SC SERVICE BODY/COMBO CLASS 5 RECEIVER HITCH (2-1/2" RECEIVER TUBE) AND HITCH INSERT, 16,000 LBS GTW										
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR										
1	CAMGM										

Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0410410**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

**\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\***

3



# ROYAL TRUCK BODY

4800 LANG AVENUE  
BLDG. 786E  
MCCLELLAN, CA 95652  
PHONE: 916-921-2639  
FAX: 916-772-2664

<b>QUOTATION</b>		<b>0410410</b>	
TRUCK ORIGIN		DATE REQUESTED	
DLR			
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
MH	AHJ	AHJ	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			
BEAUMONT-CHERRY VALLEY WATER			

S WINNER CHEVROLET O 8575 LAGUNA GROVE DRIVE L ATTN: SARA SELF D Elk Grove, CA 95757				S WINNER CHEVROLET H 7220 FAWN WAY I SACRAMENTO, CA 95823 P									
CUST ORDER NO				TERMS		SHIP VIA		TRUCK ETA		CUSTOMER NAME		CUSTOMER PHONE NO	
				02		ROYAL				JERRY POWERS			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE						
Chevy	20	CC31403	WHITE	84									
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE					
				60	18	96		Regular					

QTY	PART NO / DESCRIPTION	UNIT PRICE	EXT PRICE
1	<p><b>CAMERA GM ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION****</b>  <b>***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***</b></p> <p>STREET SIDE <input type="checkbox"/> CURB SIDE <input type="checkbox"/></p> <p><b>MKPLT144GMG</b>  <b>GM GAS MOUNTING KIT 12' PLATFORM/COND</b></p>		

**THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!**

RECEIVED BY (PRINT NAME) \_\_\_\_\_

RECEIVED BY (SIGN) \_\_\_\_\_ DATE \_\_\_\_\_

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

**SALES ORDER # 0410410**

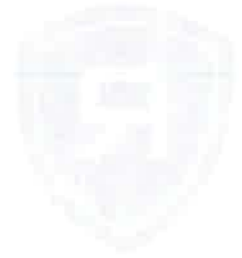
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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

JAYCO  
TRUCK



Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck



Line # 29 Silverado  
CA Contract # 1-18-23-20D

In an effort to offer your agency the best possible price,  
this quote is based on the Ca. State Contract at no  
additional cost to you and reflects your specifications.

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## Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

### Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

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## Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

## Winner Chevrolet / Elk Grove Auto Group

### Dealership Information

\*\*\*PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE.\*\*\*\*\*TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. \*\*\*\*\*IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. \*\*\*

### Prepared By:

Jerry Powers  
Winner Chevrolet / Elk Grove Auto Group  
916-426-5752  
JPowers@LasherAuto.com

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

## Window Sticker

### SUMMARY

[Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck MSRP:\$35,100.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 6.6L V8

Transmission, 6-speed automatic, heavy-duty

### OPTIONS

CODE	MODEL	MSRP
CC31403	[Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck	\$35,100.00
<b>OPTIONS</b>		
1WT	Work Truck Preferred Equipment Group	\$0.00
A52	Seats, front 40/20/40 split-bench	\$0.00
AED	Window, power front, passenger express down	Inc.
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.
AU3	Door locks, power	Inc.
AXG	Window, power front, drivers express up/down	Inc.
C49	Defogger, rear-window electric	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	Inc.
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
<b>GTY</b>	Rear axle, wide-track	<b>\$190.00</b>
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.	\$0.00
<b>JL1</b>	Trailer brake controller, integrated	<b>\$275.00</b>
K34	Cruise control, electronic	Inc.

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (  Complete )

L8T	Engine, 6.6L V8	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00
PCV	WT Convenience Package	\$1,675.00
QQO	Tires, LT235/80R17E all-season highway, blackwall	\$0.00
R9Y	Fleet Free Maintenance Credit	
VK3	License plate kit, front	\$0.00
VQ2	Fleet Processing Option	\$0.00
YF5	Emissions, California state requirements	\$0.00
ZQO	Tire, spare LT235/80R17E highway	\$380.00
<b>SUBTOTAL</b>		<b>\$37,575.00</b>
	Adjustments Total	\$0.00
	Destination Charge	\$1,595.00
	<b>TOTAL PRICE</b>	<b>\$39,170.00</b>

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

## Standard Equipment

### Mechanical

- Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
- Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)
- Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- Differential, heavy-duty locking rear
- Air filter, high-capacity
- Air filtration monitoring
- Rear wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)
- Body, Chassis Cab
- Frame, fully-boxed, hydroformed front section and an open "C" rear section
- GVWR, 14,000 lbs. (6350 kg)
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Fuel tank, front and rear, 63.5 gallon
- Capped Fuel Fill

### Exterior

- Tires, LT235/80R17E all-season highway, blackwall (STD)
- Spare tire delete. Deletes the spare tire and wheel. (STD)
- Wheels, 17" (43.2 cm) painted steel
- Dual Rear Wheels
- Wheel trim, painted center caps

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## Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (  Complete )

### Exterior

Bumpers, front, Black

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

### Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Brake lining wear indicator

Windows, manual (Requires Regular Cab model.)

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✔ Complete)

## Interior

- Door locks, manual (Requires Regular Cab model.)
- Power outlet, front auxiliary, 12-volt
- USB port, located on instrument panel
- Air conditioning, single-zone
- Mirror, inside rearview, manual tilt
- Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
- Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting

## Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

## Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (  Complete )

### WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

## Technical Specifications

### Powertrain

#### Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MYD
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.03
Second Gear Ratio (:1)	2.36	Third Gear Ratio (:1)	1.53
Fourth Gear Ratio (:1)	1.15	Fifth Gear Ratio (:1)	0.85
Sixth Gear Ratio (:1)	0.67	Reverse Ratio (:1)	3.06
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A		

#### Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A		

#### Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

#### Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

#### Cooling System

Total Cooling System Capacity	N/A
-------------------------------	-----

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

## Vehicle

### Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
--	-----	--------------------------	-----

## Chassis

### Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	-3.00 lbs
Gross Axle Wt Rating - Front	4800 lbs	Gross Axle Wt Rating - Rear	10400 lbs
Curb Weight - Front	3699 lbs	Curb Weight - Rear	2460 lbs
Option Weight - Front	8.00 lbs	Option Weight - Rear	63.00 lbs
Reserve Axle Capacity - Front	1093.00 lbs	Reserve Axle Capacity - Rear	7880.00 lbs
As Spec'd Curb Weight	6227.00 lbs	As Spec'd Payload	7773.00 lbs
Maximum Payload Capacity	7841.00 lbs	Gross Combined Wt Rating	24000 lbs
Gross Axle Weight Rating	15200.00 lbs	Curb Weight	6159.00 lbs
Reserve Axle Capacity	8973.00 lbs	Total Option Weight	71.00 lbs
Payload Weight Front	0 lbs	Payload Weight Rear	0 lbs
Gross Vehicle Weight Rating	14000.00 lbs		

### Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

### Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

### Suspension

Suspension Type - Front	N/A	Suspension Type - Rear	N/A
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck (  Complete )

## Chassis

### Suspension

Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

### Tires

Front Tire Order Code	QQO	Rear Tire Order Code	QQO
Spare Tire Order Code	ZQO	Front Tire Size	LT235/80R17E
Rear Tire Size	LT235/80R17E	Spare Tire Size	LT235/80R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

### Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

### Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

### Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or )	Yes
Disc - Rear (Yes or )	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✔ Complete)

## Chassis

### Fuel Tank

Fuel Tank Capacity, Approx	63.5 gal	Aux Fuel Tank Capacity, Approx	40 gal
Fuel Tank Location	Front	Aux Fuel Tank Location	Rear

## Dimensions

### Interior Dimensions

Passenger Capacity	3	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

### Exterior Dimensions

Wheelbase	170.8 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	264.24 in
Width, Max w/o mirrors	81.75 in	Height, Overall	79.80 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	126.55 in	Cab to Axle	84.5 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.15 in	Ground Clearance, Rear	8.15 in
Body Length	0.00 ft	Cab to Body	N/A

### Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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# Elk Grove Auto / Winner Chevrolet

8575 Laguna Grove Drive  
 Elk Grove, CA 95757  
 916-426-5752

**To:**  
 James Bean  
 Beaumont-Cherry Valley Water District  
 560 Magnolia Ave  
 Beaumont, CA 92223  
 (951) 845-9581 ext 263

**DATE** May 8, 2020  
**Quotation #** 21398

*Prepared by:* Jerry Powers

**Comments or special instructions:** Vehicle build and options are in additional pages.  
**State Contract # 1-18-23-20D**

Description	AMOUNT
Line 29 Silverado	\$ 26,121.00
Options (Refer to Window Sticker):	\$ 2,520.00
Upgrade to 84" CA	\$ 400.00
Royal Contractor Body Upfit - Per Attached spec	\$ 11,375.00
<b>**** Please review, sign, and return a copy of the quote and ****</b> <b>**** specs with the PO or the vehicle will not be ordered. ****</b> <b>****Shipping charge added for deliveries beyond Sacramento. No charge for will call.****</b>	
<b>Subtotal</b>	\$ 40,416.00
<b>DOC Fee</b>	\$ 85.00
<b>Taxable Subtotal:</b>	\$ 40,501.00
<b>Tax Rate(Subject to change): 7.750%</b>	\$ 3,138.83
<b>CA Tire Fee: \$1.75 / Per Tire</b>	<b>Tire Fee:</b> \$12.25
	<b>Delivery Charge:</b>
<b>Total:</b>	<b>\$ 43,652.08</b>

If you have any questions concerning this quotation, contact Jerry Powers at 916-426-5752 or email at JPowers@LasherAuto.com

**THANK YOU FOR YOUR BUSINESS!**



# ROYAL TRUCK BODY

4800 LANG AVENUE  
 BLDG. 786E  
 MCCLELLAN, CA 95652  
 PHONE: 916-921-2639  
 FAX: 916-772-2664

<b>QUOTATION 0410408</b>			
	TRUCK ORIGIN		DATE REQUESTED
	DLR		
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
MH	AHJ	AHJ	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			
BEAUMONT-CHERRY VALLEY WATER			

S WINNER CHEVROLET 8575 LAGUNA GROVE DRIVE ATTN: SARA SELF Elk Grove, CA 95757				S WINNER CHEVROLET H 7220 FAWN WAY I SACRAMENTO, CA 95823 P									
CUST ORDER NO				TERMS		SHIP VIA		TRUCK ETA		CUSTOMER NAME		CUSTOMER PHONE NO	
				02		ROYAL				JERRY POWERS			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE						
Chevy	20	CC31403	WHITE	84			4X2 DRW						
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE					
				60	18	96	Gasoline	Regular					
QTY	PART NO./DESCRIPTION						UNIT PRICE	EXT PRICE					
1	<p>STREET SIDE <input type="text"/> CURB SIDE <input type="text"/></p> <p>2020/DEALER UNIT/CHEVROLET/3500/DRW/REG CAB CHASSIS/84"CA            CARSON BUILD/McCLELLAN MOUNT</p> <p>12COND            12' CONTRACTOR W/DROP DOWN GATES INCLUDED:            TAPERED OVER CAB RACK (FORKLIFT LOADABLE)            (2) TBO98 (TOP MOUNT BOXES)            (2) UB-6018 (UNDERBODY BOXES)</p> <p>ALUMINUM TREADPLATE OVERLAY ON FLIP TOP BOXES            50/50 TAPERED HEADBOARD, HARDWOOD FLOOR            STAINLESS STEEL UPRIGHTS, DROP IN TAILGATE, DOCK BUMPER.            LEGAL LIGHT PACKAGE, ROYAL MUD FLAPS.            WEIGHT CERTIFICATE, PAINTED WHITE AND INSTALLED.</p>												

Continued

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned as authorized agent for **SALES ORDER # 0410408**, hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

**\*\*\*\*QUOTE VALID FOR 30 DAYS\*\*\*\***



# ROYAL TRUCK BODY

4800 LANG AVENUE  
BLDG. 786E  
MCCLELLAN, CA 95652  
PHONE: 916-921-2639  
FAX: 916-772-2664

<b>QUOTATION</b>		<b>0410408</b>	
TRUCK ORIGIN		DATE REQUESTED	
DLR			
WRITTEN BY	SALESMAN	TERR	DATE PROMISED
MH	AHJ	AHJ	9/9/9999
END USER (IF DIFFERENT THAN SOLD TO)			
BEAUMONT-CHERRY VALLEY WATER			

S WINNER CHEVROLET O 8575 LAGUNA GROVE DRIVE L ATTN: SARA SELF D Elk Grove, CA 95757				S WINNER CHEVROLET H 7220 FAWN WAY I SACRAMENTO, CA 95823 P									
CUST ORDER NO				TERMS		SHIP VIA		TRUCK ETA		CUSTOMER NAME		CUSTOMER PHONE NO	
				02		ROYAL				JERRY POWERS			
MAKE TRUCK	YEAR	MODEL	COLOR	CA DIM	AUX TANK CONFIG	DEF TANK LOC	AXLE TYPE						
Chevy	20	CC31403	WHITE	84			4X2 DRW						
STOCK NO.	V.I.N. NO.			BED WIDTH	COMPT DEPTH	OA WIDTH	FUEL TYPE	CAB TYPE					
				60	18	96	Gasoline	Regular					
QTY	PART NO./DESCRIPTION						UNIT PRICE	EXT PRICE					
	STREET SIDE <input type="text"/> CURB SIDE <input type="text"/>												
1	H-4 7 BLADE/ 4 PIN TRAILER CONNECTOR												
1	H-2PF PLATFORM CLASS 5 RECEIVER HITCH (2-1/2" RECEIVER TUBE) AND HITCH INSERT, 16,000 LBS GTW												
1	CAMGM CAMERA GM ***NOT FOR CHASSIS 360 DEGREE CAMERA OPTION**** ***CHASSIS MUST BE EQUIPPED WITH FACTORY REAR VIEW CAMERA PROVISIONS***												
1	MKPLT144GMG GM GAS MOUNTING KIT 12' PLATFORM/COND												

THANK YOU FOR CHOOSING ROYAL TRUCK BODY!!!

RECEIVED BY (PRINT NAME) \_\_\_\_\_  
RECEIVED BY (SIGN) \_\_\_\_\_ DATE \_\_\_\_\_

--	--

In Consideration of allowing you to remove your vehicle from our premises prior to full payment of the underlying work order, the undersigned hereby agrees that if any litigation arises out of this transaction the prevailing party shall be entitled to reimbursement for court costs and attorney's fees.

**SALES ORDER # 0410408**



**Winner Chevrolet / Elk Grove Auto Group**

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck



Line # 29 Silverado  
CA Contract # 1-18-23-20D

In an effort to offer your agency the best possible price,  
this quote is based on the Ca. State Contract at no  
additional cost to you and reflects your specifications

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## Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

### Table of Contents

- Dealership Information
- Window Sticker
- Standard Equipment
- Technical Specifications

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## Winner Chevrolet / Elk Grove Auto Group

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## Winner Chevrolet / Elk Grove Auto Group

### Dealership Information

\*\*\*PLEASE REVIEW THE "WINDOW STICKER," QUOTE, AND ALL INCLUDED INFORMATION AND SPECIFICATIONS FOR ACCURACY. IF A PURCHASE ORDER IS ISSUED, PLEASE INCLUDE A SIGNED COPY OF THIS QUOTE WITH THE "WINDOW STICKER." BY THIS QUOTE BEING SIGNED AND RETURNED BY THE PURCHASING AGENCY, THE PURCHASING AGENCY ACKNOWLEDGES THAT THE VEHICLE CONFIGURATION AND PRICE ARE ACCURATE. \*\*\*\*\*TAX IS NOT INCLUDED IN THE QUOTE PRICE. PURCHASING AGENCY IS RESPONSIBLE FOR CALCULATING TAX. THE TAX RATE IS BASED ON THE REGISTRATION ADDRESS AND CANNOT BE A PO BOX. \*\*\*\*\*IF THE VEHICLE IS GOING TO BE DELIVERED BEYOND F.O.B. SACRAMENTO, ADDITIONAL COST WILL BE REQUIRED. \*\*\*

### Prepared By:

Jerry Powers  
Winner Chevrolet / Elk Grove Auto Group  
916-426-5752  
JPowers@LasherAuto.com

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck ( Complete )

## Window Sticker

### SUMMARY

[Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck MSRP:\$35,100.00

Interior:Jet Black, Vinyl seat trim  
Exterior 1:Summit White  
Exterior 2:No color has been selected.  
Engine, 6.6L V8  
Transmission, 6-speed automatic, heavy-duty

### OPTIONS

CODE	MODEL	MSRP
CC31403	[Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck	\$35,100.00
<b>OPTIONS</b>		
1WT	Work Truck Preferred Equipment Group	\$0.00
A52	Seats, front 40/20/40 split-bench	\$0.00
AED	Window, power front, passenger express down	Inc.
AKO	Glass, deep-tinted	Inc.
AQQ	Remote Keyless Entry, with 2 transmitters	Inc.
AU3	Door locks, power	Inc.
AXG	Window, power front, drivers express up/down	Inc.
C49	Defogger, rear-window electric	Inc.
DBG	Mirrors, outside power-adjustable vertical trailing	inc.
GAZ	Summit White	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
<b>GTY</b>	Rear axle, wide-track	<b>\$190.00</b>
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo.	\$0.00
<b>JL1</b>	Trailer brake controller, integrated	<b>\$275.00</b>
K34	Cruise control, electronic	Inc.

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✓ Complete)

L8T	Engine, 6.6L V8	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00
PCV	WT Convenience Package	\$1,675.00
QQO	Tires, LT235/80R17E all-season highway, blackwall	\$0.00
R9Y	Fleet Free Maintenance Credit	
VK3	License plate kit, front	\$0.00
VQ2	Fleet Processing Option	\$0.00
YF5	Emissions, California state requirements	\$0.00
ZQO	Tire, spare LT235/80R17E highway	\$380.00
<b>SUBTOTAL</b>		<b>\$37,575.00</b>
Adjustments Total		\$0.00
Destination Charge		\$1,595.00
<b>TOTAL PRICE</b>		<b>\$39,170.00</b>

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✔ Complete)

### Standard Equipment

#### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Differential, heavy-duty locking rear

Air filter, high-capacity

Air filtration monitoring

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon

Capped Fuel Fill

#### Exterior

Tires, LT235/80R17E all-season highway, blackwall (STD)

Spare tire delete. Deletes the spare tire and wheel. (STD)

Wheels, 17" (43.2 cm) painted steel

Dual Rear Wheels

Wheel trim, painted center caps

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✓ Complete)

### Exterior

Bumpers, front, Black

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

### Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle infotainment system

### Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Brake lining wear indicator

Windows, manual (Requires Regular Cab model.)

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✔ Complete)

### Interior

Door locks, manual (Requires Regular Cab model.)

Power outlet, front auxiliary, 12-volt

USB port, located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting

### Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

### Safety-Interior

Airbags Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✓ Complete)

### WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Data Version: 10921. Data Updated: May 6, 2020 10:14:00 PM PDT



# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

## Technical Specifications

### Powertrain

#### Transmission

Drivetrain	Rear Wheel Drive	Trans Order Code	MYD
Trans Type	6	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.03
Second Gear Ratio (:1)	2.36	Third Gear Ratio (:1)	1.53
Fourth Gear Ratio (:1)	1.15	Fifth Gear Ratio (:1)	0.85
Sixth Gear Ratio (:1)	0.67	Reverse Ratio (:1)	3.06
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	N/A
Transfer Case Gear Ratio (:1), High	N/A	Transfer Case Gear Ratio (:1), Low	N/A
Transfer Case Power Take Off	N/A		

#### Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A		

#### Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

#### Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

#### Cooling System

Total Cooling System Capacity	N/A
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Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (✔ Complete)

## Vehicle

### Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A
--	-----	--------------------------	-----

## Chassis

### Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	-3.00 lbs
Gross Axle Wt Rating - Front	4800 lbs	Gross Axle Wt Rating - Rear	10400 lbs
Curb Weight - Front	3699 lbs	Curb Weight - Rear	2460 lbs
Option Weight - Front	8.00 lbs	Option Weight - Rear	63.00 lbs
Reserve Axle Capacity - Front	1093.00 lbs	Reserve Axle Capacity - Rear	7880.00 lbs
As Spec'd Curb Weight	6227.00 lbs	As Spec'd Payload	7773.00 lbs
Maximum Payload Capacity	7841.00 lbs	Gross Combined Wt Rating	24000 lbs
Gross Axle Weight Rating	15200.00 lbs	Curb Weight	6159.00 lbs
Reserve Axle Capacity	8973.00 lbs	Total Option Weight	71.00 lbs
Payload Weight Front	0 lbs	Payload Weight Rear	0 lbs
Gross Vehicle Weight Rating	14000.00 lbs		

### Trailer

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Maximum Trailing Capacity	N/A		

### Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

### Suspension

Suspension Type - Front	N/A	Suspension Type - Rear	N/A
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A

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3



# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA Work Truck ( Complete )

## Chassis

### Suspension

Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A
Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

### Tires

Front Tire Order Code	QQO	Rear Tire Order Code	QQO
Spare Tire Order Code	ZQO	Front Tire Size	LT235/80R17E
Rear Tire Size	LT235/80R17E	Spare Tire Size	LT235/80R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

### Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

### Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	N/A	Turning Diameter - Wall to Wall	N/A

### Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or )	Yes
Disc - Rear (Yes or )	Yes	Front Brake Rotor Diam x Thickness	N/A
Rear Brake Rotor Diam x Thickness	N/A	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		

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# Winner Chevrolet / Elk Grove Auto Group

Jerry Powers | 916-426-5752 | JPowers@LasherAuto.com

Vehicle: [Fleet] 2020 Chevrolet Silverado 3500HD CC (CC31403) 2WD Reg Cab 171" WB, 84.5" CA  
Work Truck (Complete)

## Chassis

### Fuel Tank

Fuel Tank Capacity, Approx	63.5 gal	Aux Fuel Tank Capacity, Approx	40 gal
Fuel Tank Location	Front	Aux Fuel Tank Location	Rear

## Dimensions

### Interior Dimensions

Passenger Capacity	3	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

### Exterior Dimensions

Wheelbase	170.8 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	264.24 in
Width, Max w/o mirrors	81.75 in	Height, Overall	79.80 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	126.55 in	Cab to Axle	84.5 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	8.15 in	Ground Clearance, Rear	8.15 in
Body Length	0.00 ft	Cab to Body	N/A

### Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Fxt'd Cab Cargo Volume	N/A		

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**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
February 25, 2021**

Item 3

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Resolution 2021-\_\_:** Acceptance of an Easement from Beaumont RV and Self Storage, LLC, South of 1<sup>st</sup> Street and West of California Avenue in the City of Beaumont

---

**Staff Recommendation**

Adopt Resolution 2021-\_\_ Approving and authorizing the General Manager to execute the Acceptance of an Easement for public utility purposes located south of 1<sup>st</sup> Street and west of California Avenue on Riverside County Assessor's Parcel No. 417-180-019 in the City of Beaumont, CA.

**Background**

The subject property (APN 417-180-019) is owned by Beaumont RV and Self Storage, LLC and is located in the District's 2750 Pressure Zone. An RV and Self Storage Facility are currently under construction on the property. The domestic water improvement plans for the project were approved on August 17, 2020. See Attachment 1 for the Project's location.

APN 417-180-019 was originally comprised of two (2) different parcels identified by APN 417-180-013 and APN 417-180-014. Said parcels were combined into one parcel in October of 2019. See Attachment 2 for the Assessor's Map for APN 417-180-019. The District has previously approved water supply to the project at the District's November 13, 2019 Board meeting. A copy of said "Will Serve Letter," issued on December 10, 2019 is included for reference. Water for this project is supplied from East 1<sup>st</sup> Street from the District's 2750 Pressure Zone.

Development of this project required a fire service and associated backflow device which is to be located at the northern end of APN 417-180-019. This installation includes District owned facilities up to the device. The actual device is owned and maintained by the development. This fact and the physical placement of the device at this development requires that an easement be provided to the District for facilities associated with said backflow device's construction, operation, and maintenance by both the District and the project owner. Attachment 3 – Beaumont RV and Self Storage Facilities Location Exhibit identifies the proposed facilities and associated easement.

District staff has worked with the property owner (Beaumont RV and Self Storage, LLC) to prepare the documentation necessary to convey said easement (to be located on APN 417-180-019) to BCVWD for the purpose of construction, operation and maintenance of facilities associated with said backflow device and appurtenances. Attachment 4 – Grant of Easement sets forth the proposed Grant of Easement with its respective attached exhibits.



### **Summary**

The Beaumont RV and Self Storage, LLC proposes to provide a grant of easement to Beaumont-Cherry Valley Water District, on, under, in, across and through the designated Easement Area as defined on Attachment 4.

Adoption of Resolution 2021-\_\_ : Accepting Easement for Public Utility Purposes (Attachment 5) authorizes the General Manager to execute the Acceptance of said Easement.

### **Fiscal Impact**

None. Recordation of the easement document package with the County and all associated costs will be the responsibility of Beaumont RV and Self Storage, LLC.

### **Attachment(s)**

- Attachment 1 – Beaumont RV and Self Storage Vicinity Map
- Attachment 2 – APN 417-180-019 Assessor's Map
- Attachment 3 – Beaumont RV and Self Storage Facilities Location Exhibit
- Attachment 4 – Grant of Easement
- Attachment 5 – Resolution 2021-\_\_\_\_
- Attachment 6 – "Will Serve Letter" for APN's 417-180-013 & 417-180-014

Staff Report prepared by Evan Ward, Civil Engineering Assistant and Dan Jagers, General Manager

ATTACHMENT 1 -  
BEAUMONT RV AND SELF  
STORAGE VICINITY MAP



Easement Area (Approximate)  
APN 417-180-019 Boundary  
NOT TO SCALE

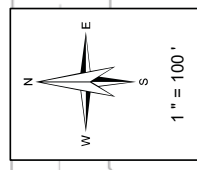
417-18  
15-22

TRA 002-000

POR. SE 1/4 OF SE 1/4 SEC. 9, T.3S, R.1W  
CITY OF BEAUMONT

Attachment 2 - APN 417-180-019 Assessor's Map

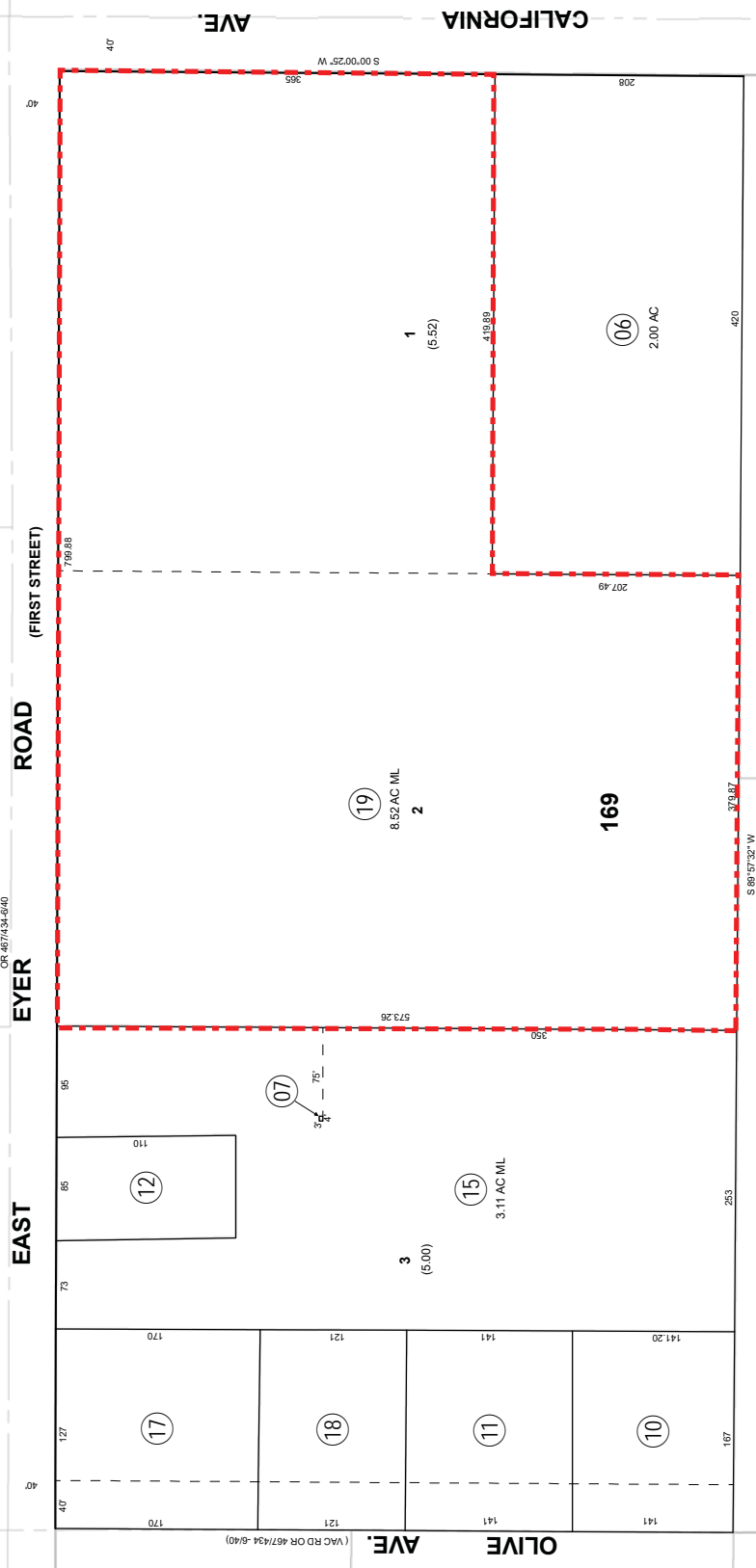
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



**Legend**

- Lot Lines
- Right-Of-Way
- Old Lot Lines
- - - Reference R.O.W
- · · Other Easements
- · · Lease Area
- Subdivision Tie Mark

Date	Old Number	New Number
9/1/1974	2	7.8
5/1/1975	1	9,10,11
4/1/1976	3,4,5	12,14
4/1/1976	8,9	15,16
4/1/1983	16	17,18
10/8/2019	13,14	19



Pg 15	Pg 16	Bk. 418 Pg 28
Pg 17	Pg 18	Bk. 418 Pg 29
Pg 19	Pg 20	Bk. 418 Pg 30

Map Reference  
MB 6/16-17 S.B. AMENDED MAP OF TOWN OF BEAUMONT

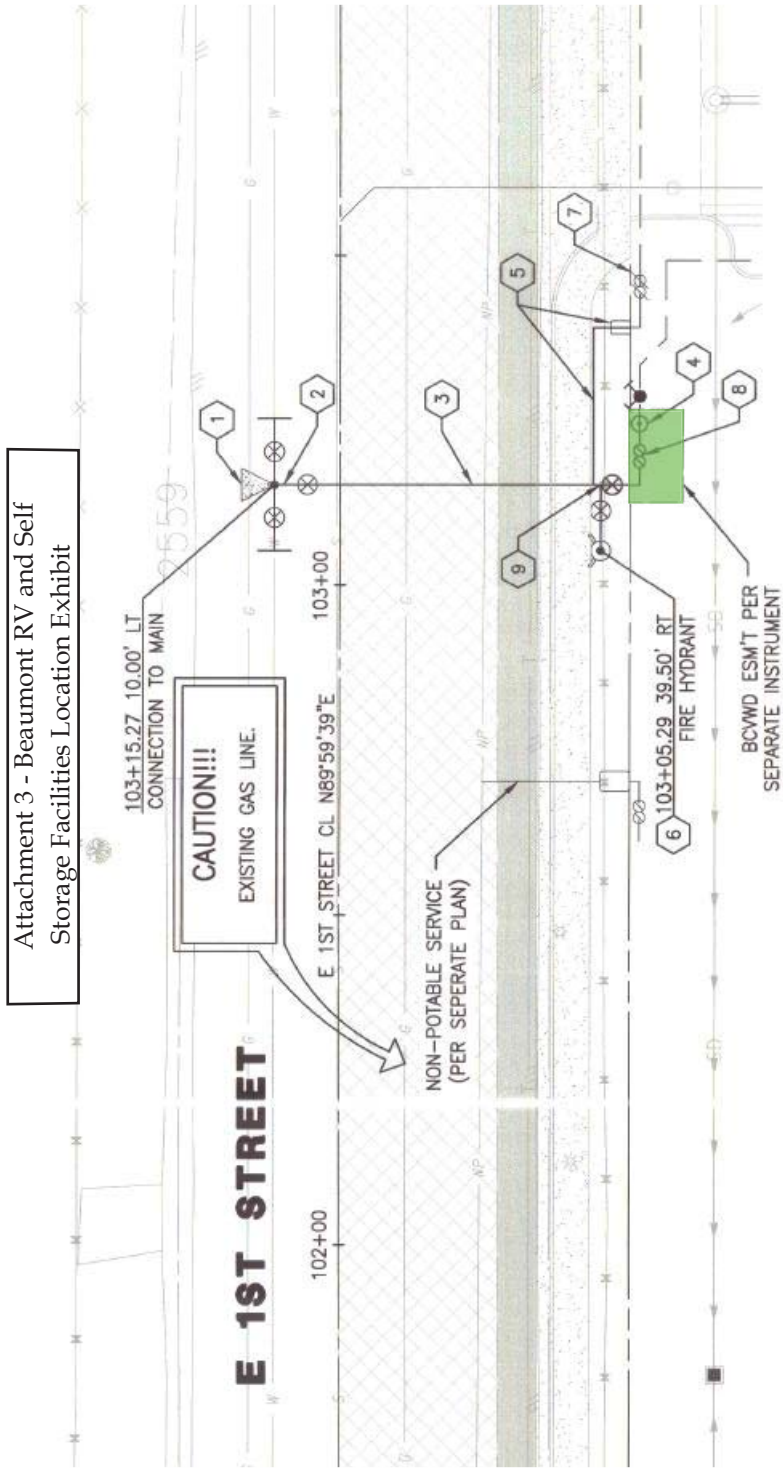
Data  
AM 2-C-20

Oct 2019



ASSASSOR'S MAP BK417 PG. 18  
Riverside County, Calif.

BBernard



PLAN VIEW FROM SHEET 2 OF IMPROVEMENT PLANS - NOT TO SCALE

EASEMENT LOCATION

## CONSTRUCTION NOTES

- ① THRUST BLOCK PER BCVWD PLATES 11-1 AND 11-2
- ② POTABLE WATER & FIRE SERVICE CONNECTION TO MAIN. SEE DETAIL 1 ON THIS SHEET
- ③ 6" DUCTILE IRON PIPE PER BCVWD SPECIFICATIONS
- ④ FIRE SERVICE BACKFLOW ASSEMBLY PER BCVWD STANDARDS, MODIFIED PLATE 7 ON THIS SHEET
- ⑤ 2" DOMESTIC WATER SERVICE CONNECTION WITH 1" WATER METER PER BCVWD STANDARDS, PLATE 6-4 AND 12. SEE DETAIL 2 ON THIS SHEET.
- ⑥ FIRE HYDRANT PER BCVWD STANDARDS, PLATE 1
- ⑦ REDUCED PRESSURE (RP) WATER BACKFLOW DEVICE PER ONSITE IMPROVEMENT PLANS
- ⑧ 6" 90° ELBOW DUCTILE IRON PIPE
- ⑨ 6" TEE AND 6" GATE VALVES AS SHOWN. SEE DETAIL 2 ON THIS SHEET



No Recording Fees Required Per  
Government Code Section 27383

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

BEAUMONT-CHERRY VALLEY WATER DISTRICT  
Post Office Box 2037  
Beaumont, California 92223

APN: 417-180-019 (Space above this line is for Recorders use) FILE:

TRA:

DTT:

**Grant of Easement**

This Grant of Easement ("Grant of Easement") is made this 10 day of FEBRUARY, 2021, by Beaumont RV and Self Storage, LLC (the "Grantor"), and the **BEAUMONT-CHERRY VALLEY WATER DISTRICT**, a public agency of the State of California (the "Grantee").

**RECITAL**

The Grantor is the owner of a parcel of land (the "Property") described as **Exhibit "A"**.

**TERMS OF EASEMENT**

The Grantor does hereby grant and convey unto said Grantee, its successors and assigns forever, a permanent easement in the area **described in Exhibit B and shown on Exhibit C attached**, within which to install, repair, replace, reconstruct, and perpetually use, maintain and operate a water backflow device with appurtenances, and improvements, being hereinafter sometimes collectively called the "Facilities", under and through the following described property in the County of Riverside, California, hereinafter referred to as the "Easement":

as described in the attached hereto as **Exhibit "B"** and shown on **Exhibit "C"**.

Subject to matters of record, to have and to hold, the above-described Easement together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound, together with all successors and assigns, subject to matters of record, to warrant and forever defend the above described Easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

However, Grantor hereby represents and warrants the Grantee that there are no deeds of trust, judgement liens, mechanics liens, or other liens encumbering the Property, and that there are no other easements or rights that would interfere with the rights granted herein.

Such rights and Easement shall be covenants running with the land and be binding upon the Grantor and Grantee, their successors, assigns, and successors-in-interest.

This Grant of Easement shall carry with it the right of ingress and egress to and from the Easement at all reasonable times, with the right to use existing roads for the purpose of constructing, reconstructing, installing, operating, inspecting, repairing, and maintaining the Facilities; and the removal or replacement of same either in whole or in part. Grantee may use such portion of the property along and adjacent to said easement, as may be reasonably necessary, in connections with the construction,

reconstruction, installation, maintenance, repair, removal, or replacement of the Facilities.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement except as otherwise provided herein. Grantor's use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. No building, reservoir, or permanent structure shall be constructed or maintained on said Easement. However, Grantor, its successors and assigns, may use the Easement Area for improvements such as paving (provided that any concrete paving is constructed in 20' x 20' segments with expansion joints around the perimeter), parking, driveways, surface drainage improvements, landscaping (provided trees are in compliance with City Code requirements and trees are not located within 5 feet of the facility alignment), light poles with bases (provided that the poles and bases are not placed over the Facilities), access areas, curbs, curb cuts, roads and signage Grantor shall coordinate with Grantee regarding the specific location of light pole with bases, signage with bases, and trees within the Easement to ensure that such improvements will not interfere with Grantee's operation of its Facilities. Additionally, parking stalls cannot be placed above Facilities such as manholes and vaults.

Grantor reserves the right to allow additional underground utilities and infrastructure to cross the Facilities, provided that the location of such additional utilities and infrastructure are in accordance with jurisdictional agency(ies) and District crossing requirements and are marked and identifiable. Grantor however, agrees not to collocate underground utilities and infrastructure in the Permanent Easement Area, except for the collocation of District owned water lines which is expressly permitted. For purposes of this Easement, "collocation" shall mean the parallel placement of other underground utilities and infrastructure within the Permanent Easement Area.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement. The terms and provisions of this Easement run with the land and are binding upon and benefit the successors and assigns of Grantor and Grantee. When the context requires, singular nouns and pronouns include the plural.

WITNESS the following signature and seal:

Grantor:  
**COMPLETE LEGAL NAME of GRANTOR**

Owner

Kirk Gordon Howard

Kirk Gordon Howard

Date: Feb 10, 2021

Grantee:  
Beaumont-Cherry Valley Water District

By: \_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

Date: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

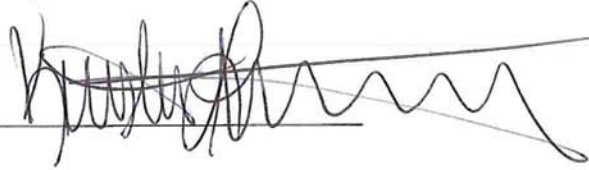
STATE OF CALIFORNIA

COUNTY OF Riverside

On February 10, 2021 before me, Krista Lindberg,  
Notary Public, personally appeared Kirk Gordon Howard,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PROJECT PROPERTY**

**BCVWD EASEMENT**

LOT 2 AND A PORTION OF LOT 1 OF BLOCK 169 OF THE AMENDED MAP OF THE TOWN OF BEAUMONT AS PER MAP RECORDED IN BOOK 6, PAGES 16 AND 17 OF MAPS, AS FILED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, LYING WITHIN SECTION 9 TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF LOT 1 SAID NORTHEAST CORNER BEING THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF FIRST STREET (80.00 FEET WIDE) AND THE WESTERLY RIGHT OF WAY OF CALIFORNIA STREET (80.00 FEET WIDE) AS SHOWN ON SAID MAP;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 AND THE WESTERLY RIGHT OF WAY LINE OF SAID CALIFORNIA STREET SOUTH 00°00'25" WEST, A DISTANCE OF 365.28 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY TWO ACRES OF SAID LOT 1;

THENCE ALONG SAID LINE, SOUTH 89°57'32" WEST, A DISTANCE OF 419.89 FEET TO THE EASTERLY LINE OF LOT 2;

THENCE ALONG SAID LINE, SOUTH 00°00'07" EAST, A DISTANCE OF 207.49 FEET TO THE SOUTHERLY LINE OF SAID LOT 2;

THENCE ALONG SAID LINE, SOUTH 89°57'32" WEST, A DISTANCE OF 379.87 FEET TO THE WESTERLY LINE OF SAID LOT 2;

THENCE ALONG SAID LINE, NORTH 00°00'33" WEST, A DISTANCE OF 573.26 FEET TO THE NORTHERLY LINE OF SAID LOT 2 AND THE SOUTHERLY RIGHT OF WAY LINE (80.00 FEET WIDE) OF SAID FIRST STREET;

THENCE ALONG SAID LINES, NORTH 89°59'39" EAST, A DISTANCE OF 799.88 FEET **TO THE POINT OF BEGINNING;**

CONTAINING 8.521 ACRES, MORE OR LESS.

This description was prepared by me or under my direction.

EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.



William Rohal L.S. 8805

Date 2-11-2021



**EXHIBIT "B"**

**LEGAL DESCRIPTION**

**BCVWD EASEMENT**

That portion of Lot 2, Block 169 of the amended Map of the Town of Beaumont as per Map recorded in Book 6, Pages 16 and 17 of Maps as filed in the Office of the County Recorder, County of Riverside, State of California, lying within the Southeast 1/4 of Section 9, T. 3 S., R. 1 W. San Bernardino Meridian, more particularly described as follows:

**COMMENCING** at the Northwest corner of said Lot 2 said corner being on the Southerly sideline of First Street (40.00 foot half width right of way) as shown on said Map;

THENCE along the West line of said Lot, South 00°00'33" West, a distance of 4.00 feet to a point on a line lying 4.00 feet Southerly of and parallel with the said sideline of First Street as shown on said Map, said point also being on the Southerly line of Street and Public Utility Easement recorded \_\_\_\_\_, as Instrument No. \_\_\_\_\_;

THENCE along said parallel and Southerly line, North 89°59'39" East, a distance of 252.57 feet to the **TRUE POINT OF BEGINNING**;

THENCE South 00°00'21" East, a distance of 8.00 feet;

THENCE North 89°59'39" East, a distance of 14.00 feet;

THENCE North 00°00'21" West, a distance of 8.00 feet to the said parallel line;

THENCE along said parallel line, South 89°59'39" West, a distance of 14.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 112 Square feet, more or less.

This description was prepared by me or under my direction.

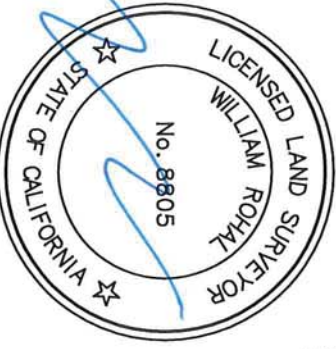
EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART  
HEREOF.

  
\_\_\_\_\_

William Rohal L.S. 8805

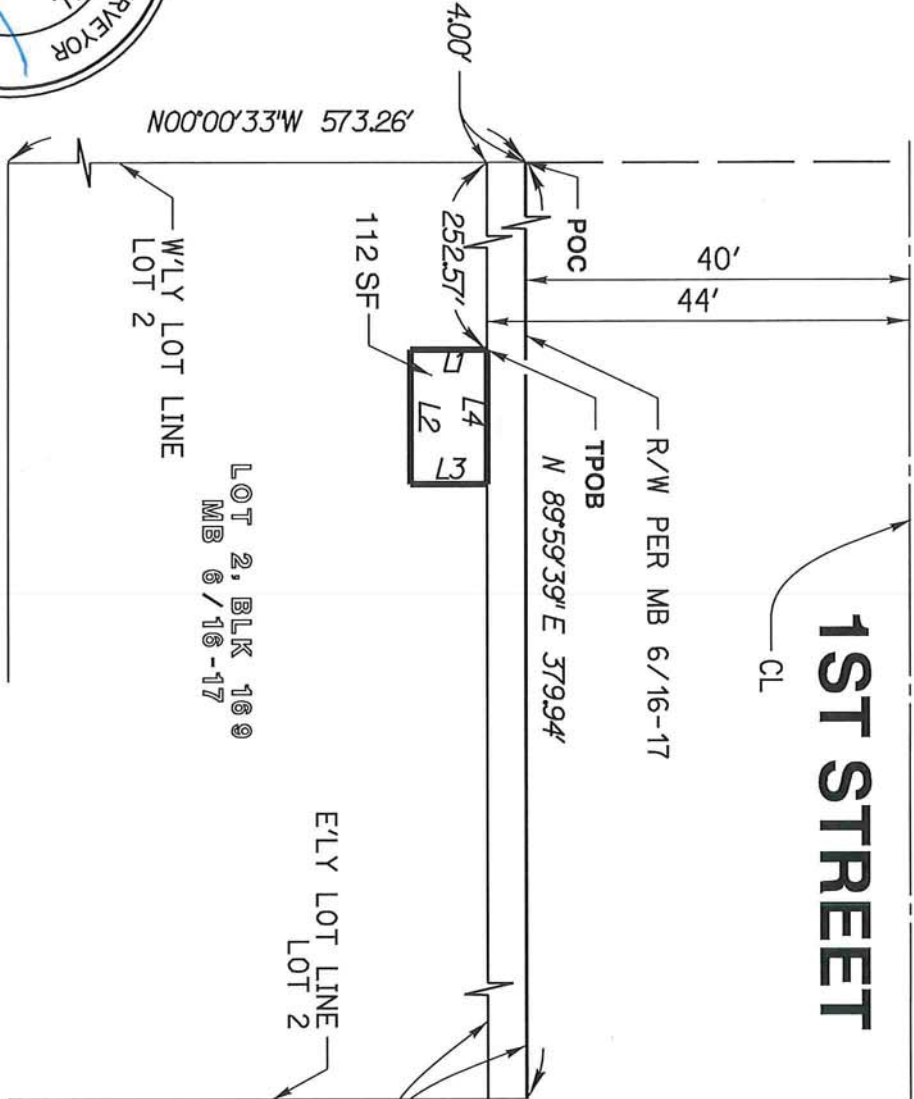
Date 2-11-2021





SHEET 8 of 8

# 1ST STREET



LOT 2, BLK 169  
MB 6/16-17

LOT 1, BLK 169  
MB 6/16-17

STREET AND P.U.E.  
PER INST. NO. \_\_\_\_\_  
DATED \_\_\_\_\_



NAME	DIRECTION	LENGTH
L1	N 0°00'21" W	8.00'
L2	N 89°59'39" E	14.00'
L3	N 0°00'21" W	8.00'
L4	N 89°59'39" E	14.00'

**RICK**  
ENGINEERING COMPANY  
Riverside

1770 IOWA AVENUE - SUITE 100  
RIVERSIDE, CA 92507  
951.782.0707  
(FAX) 951.782.0723

rickengineering.com  
San Diego - Orange - San Luis Obispo - Bakersfield - Sacramento - Phoenix - Tucson

## EXHIBIT "C" BCVWD EASEMENT

SCALE: 1" = 20'      DATE: NOVEMBER 12, 2020



# Traverse Report

Report Created: 2/2/2021  
Time: 10:10am

**Project:** 18115\_esmt

**Description:**

**File Name:** C:\RICK\Projects\C\_RIV\_G\18115\Survey\Easement\18115\_esmt.alg

**Last Revised:** sboydston 2/2/2021 10:09:56 AM

**Input Grid Factor:** 1.00000000

**Note:** All units in this report are in feet unless specified otherwise.

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**Alignment Name:** 1000

**Alignment  
Description:** ESMT

POB (1000)	9955.940	9412.686	0.00
S 0°00'21" E	8.00		
PI (1001)	9947.940	9412.687	0.00
N 89°59'39" E	14.00		
PI (1002)	9947.942	9426.687	0.00
N 0°00'21" W	8.00		
PI (1003)	9955.942	9426.686	0.00
S 89°59'39" W	14.00		
POE (1000)	9955.940	9412.686	0.00

**Northing Error:** 0.000 ft

**Easting Error:** 0.000 ft

**Closing  
Direction:** N 0°00'00" E

**Closing  
Distance:** 0.00 ft

**Closed Area:** 112.000 <sup>sq</sup>ft 0.003 ac

**Perimeter:** 44.00 ft

**Precision:** 1e+.40

**RESOLUTION 2021-\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT  
ACCEPTING AN EASEMENT FOR PUBLIC UTILITY PURPOSES**

**WHEREAS**, California Government Code (“Code”) Section 27281 provides that a deed or grant of any interest in or easement upon real property to a public agency such as Beaumont-Cherry Valley Water District (“District”) shall not be accepted for recordation without a consent of the District evidenced by a certificate or resolution of acceptance; and

**WHEREAS**, Code Section 27281 further provides that the District may authorize one or more officers and agents to accept and consent to such deeds or grants; and

**WHEREAS**, the District Policies and Procedures Manual, Part III, Section 15 requires approval of the Board of Directors for easement acceptance via a resolution; and

**WHEREAS**, a permanent easement is needed for the purpose of operating, servicing, maintaining or replacing domestic water facilities within a portion of the parcel listed below; and

**WHEREAS**, property owner Beaumont RV and Self Storage, LLC has executed a Grant of Easement (“Easement”) in favor of the District (a copy of which is attached hereto as Attachment “A”); and

**WHEREAS**, the Board of Directors (“Board”) of the District desires to authorize Daniel K. Jagers, General Manager of the Beaumont-Cherry Valley Water District to accept and consent to the recordation of the Easement.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District:

1. That the District accepts the easement offered to it by the owners of the parcel hereinafter listed:

Riverside County Assessor’s Parcel 417-180-019

**BE IT FURTHER RESOLVED** that:

2. The Secretary of the Board shall cause a copy of this Resolution certified by the Secretary of the Board of Directors to be filed for record in the office of the Recorder of the County of Riverside, State of California;
3. Daniel K. Jagers, the District’s General Manager, is hereby authorized and directed to accept and consent to the recordation of the Easement on behalf of the District;
4. Daniel K. Jagers is hereby authorized to execute the Certificate of Acceptance attached to the Easement and to perform such other acts and deeds as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

5. This Resolution shall take effect immediately upon its adoption.

**ADOPTED** this this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

---

Director Daniel Slawson,  
President, Board of Directors of the  
Beaumont-Cherry Valley Water District

---

Director Andy Ramirez,  
Secretary, Board of Directors of the  
Beaumont-Cherry Valley Water District

*DRAFT*



# Beaumont-Cherry Valley Water District

Phone: (951) 845-9581 Fax: (951) 845-0159  
Email: [info@bcvwd.org](mailto:info@bcvwd.org)

<http://www.bcvwd.org>

December 10, 2019

Dr. Kirk Howard  
190 E. 1<sup>st</sup> Street  
Beaumont, CA 92223

Subject: Annexation Approval and Will Serve Letter  
Riverside County APN's 417-180-013 & 417-180-014  
99 S. California Avenue  
Beaumont, CA

Dear Dr. Howard:

At the regular meeting of the Beaumont-Cherry Valley Water District Board of Directors held on November 13, 2019, your request for water service letter ("Will Serve Letter") and annexation approval for the above referenced property Riverside County APN's 417-180-013 & -014 was approved for domestic and non-potable water service for the proposed development as set forth in your letter dated July 12, 2019 and associated project information provided as part of the request package.

The Beaumont-Cherry Valley Water District will provide water service to the subject property once annexation is complete for development conditions and associated water demand conditions set forth in the District's November 13, 2019 Staff Report related to this item, but not limited to, the Rules and Regulations Governing Water Service as amended by the Board of Directors from time to time.

We look forward to working with you in the coming months and please feel free to contact the office should you have any questions.

This letter will expire 12 months from the date of issue.

Sincerely,

Daniel K. Jagers  
Beaumont-Cherry Valley Water District  
General Manager

Attachments: 1. November 13, 2019 Staff Report Requesting water service "Will Serve Letter" and annexation approval for Commercial RV Storage Development Infill project (Infill Parcel - Riverside County Assessor's Parcel Nos. 417-180-013 & 417-180-014)

DKJ/aew

## Board of Directors

David Hoffman  
Division 5

John Covington  
Division 4

Daniel Slawson  
Division 3

Lona Williams  
Division 2

Andy Ramirez  
Division 1



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
February 25, 2021**

Item 4

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Resolution 2021-\_\_ Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Credit Card Processing Fees and Late Notification Fees as Waived during the District Local Emergency under Resolution 2020-09**

---

**Staff Recommendation**

Adopt Resolution 2021-\_\_ Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Credit Card Processing Fees and Late Notification Fees as Waived during the District Local Emergency under Resolution 2020-09.

**Background**

On March 26, 2020, the Board adopted Resolution 2020-09 Approving Temporary Regulations Regarding Customer Account Billing and Collections in Response to the District Local Emergency Regarding the Respiratory Illness Pandemic (Resolution 2020-07). Resolution 2020-09 made temporary changes to the District's Rules and Regulations Governing Water Service – Part 6 to be in effect until the termination of the Local Emergency as declared by the Board of Directors.

**Credit Card Processing Fees**

The District contracts with a third party to pass through a fee for payments made over the phone via interactive voice response (IVR) system. Because this fee is assessed per transaction, the District has to collect the fee from the customer and subsequently credit the customer's account as part of the temporary regulations set forth in Resolution 2020-09. If the customer's account is active, the credit can reduce the customer's subsequent bill. If a customer pays a final (closing) bill using the IVR system, the District must issue a refund check to the customer for the \$1.75 credit card fee, which is an additional cost in staff time and resources.

**Late Notification Fees**

The District also incurs expenses related to late payment of bills. These expenses are partially recovered via collection of Late Notification Fees in the amount of \$5 per notification. The notifications are a collections method used to notify the customer in writing regarding outstanding balances on their account. There is a notification issued when a payment has not been received by the statement deadline giving the customer an additional two weeks to make their payment. There is also a final notice that is mailed when the reminder deadline has passed, giving the customer an additional 30 days to make a payment before disconnection of service for non-payment. The expenses related to the notices, in addition to staff time on preparing and maintaining various calendars and schedules, includes the printing, materials, and postage costs associated with the notices.

At its meetings of January 28 and February 10, 2021, the Board requested discussion regarding reinstatement of certain waived fees to curb the ongoing revenue loss and the additional



administrative cost as the result of refunding the credit card fees of \$1.75 to those customers closing their accounts and making final payments via credit card.

**Summary**

On a monthly basis since April 2020, the Board has received an update on the District’s Cash Flow Activity and Revenue Loss due to the Local State of Emergency. The Temporary Regulations in Resolution 2020-09 included provisions related to fee waivers for credit card processing and late fees. These fees are proposed to be reinstated.

Included on the Cash Flow Activity and Revenue Loss due to the Local State of Emergency report is the Credit Card Processing Fees Revenue Loss (\$1.75 each), totaling \$52,763 between March 26, 2020 and January 31, 2021:

*Section 2 – During the District Local Emergency, the on-line and phone payment fee of \$1.75 shall be suspended for all ratepayers while the main office facility is closed to the public.*

The report has also included a calculation of the Late Notification Fee Revenue Loss (\$5 each), totaling \$67,215 as of January 31, 2021:

*Section 4 – Late Fees*

- a. No late fees shall be charged during the period of District Local Emergency*
- b. Late fees will begin to accrue in accordance with the provisions set forth in Regulations Governing Water Service – Part 6: Customer Account Billing following the termination of the District Local Emergency.*

The Governor’s Executive Order N-28-20 recommended a moratorium on water utility shut-offs for non-payment but did not mandate fee waivers. However, legal counsel recommends that inactivation fees remain waived until the end of the moratorium. Inactivation fees are not included for reinstatement in the proposed resolution.

Should it be desired, the Board may reinstate the fees at any time independent of the declaration of local emergency. Many other local utility providers have already reinstated or are now reinstating their fees. Staff recommends adoption of the Resolution 2021-\_\_ with reinstatement of fees effective March 1, 2021. Staff recommended fee reinstatement activities are set forth on Table 1, as follows:

Table 1

<b>Item</b>	<b>Description</b>	<b>Amount</b>	<b>Current Status per Resolution 2020-09</b>	<b>Recommended Action</b>
1	Credit Card Processing Fee	\$ 1.75	Waived	Reinstate
2	Late Notification Fee	\$ 5.00	Waived	Reinstate
3	Inactivation or Account Reinstatement Fee	\$50.00	Waived	Waive



## **Fiscal Impact**

### Credit Card Processing Fees

The fiscal impact to the District of reinstating the fee at \$1.75 will be approximately \$45,000 in annual revenues.

### Late Notification Fee

The fiscal impact to the District of reinstating the fee of \$5 for the Late Notification Fees is approximately \$135,665 in annual revenues.

### Inactivation or Account Reinstatement Fee

The fiscal impact to the District of continuing to waive the Inactivation or Account Reinstatement fees based on the Governor's Executive Order N-28-20 will be a loss of revenue of \$50 for each account, for each occurrence. In 2019, these fees averaged \$3,800 per month or \$45,600 in annual revenues. These fees are not proposed for reinstatement.

## **Attachments**

- Proposed Resolution 2021-\_\_ Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Credit Card Processing Fees and Late Notification Fees as Waived during the District Local Emergency under Resolution 2020-09
- Resolution 2020-09

Staff Report prepared by Lynda Kerney, Administrative Assistant and Yolanda Rodriguez, Director of Finance and Administrative Services

**RESOLUTION 2021-\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
BEAUMONT-CHERRY VALLEY WATER DISTRICT RESCINDING  
TEMPORARY REGULATIONS REGARDING CUSTOMER  
ACCOUNT BILLING AND COLLECTIONS IN RESPONSE TO  
THE DISTRICT LOCAL EMERGENCY REGARDING THE  
RESPIRATORY ILLNESS PANDEMIC COVID-19**

**WHEREAS**, at its meeting on March 26, 2020, the Board adopted Resolution 2020-07 Ratifying and Proclaiming a District Local Emergency in Response to the Impact of the Respiratory Illness Pandemic COVID-19; and

**WHEREAS**, at its meeting on March 26, 2020, the Board adopted Resolution 2020-09 Approving Temporary Regulations Regarding Customer Account Billing and Collections in Response to the District Local Emergency Regarding the Respiratory Illness Pandemic to comport with Governor Gavin Newsom’s Executive Order N-28-20; and

**WHEREAS** Resolution 2020-09 provided for the waiver of certain fees including the Late Notification Fee (\$5) and the Credit Card Processing Fee (\$1.75); and

**WHEREAS**, many public water utilities have begun re-instituting such late payment fees and credit card processing fees; and

**WHEREAS**, the Board of Directors finds and determines that because the expense of continuing to waive such fees is greater than the benefit to the rate payers, the Board deems it to be in the best interests of the District that the Late Notification Fee and the Credit Card Processing Fee are reinstated.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District as follows:

1. The Temporary Regulations Regarding Customer Service Account Billing and Collections as enumerated in Resolution 2020-09 Exhibit B, Sections 2 and 4 are hereby rescinded effective March 1, 2021, and
2. The standing provisions of the District’s Regulations Governing Water Service – Part 6: Customer Account Billing and Collections as adopted via Resolution 2019-17 on December 18, 2019 as related to Late Notification Fees and Credit Card Processing Fees will rule.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by the following roll call vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

//

*Signatures on next page*



ATTEST:

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Director Daniel Slawson, President of the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

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Director Andy Ramirez, Secretary to the  
Board of Directors of the  
Beaumont-Cherry Valley Water District

DRAFT

**RESOLUTION 2020-09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
BEAUMONT-CHERRY VALLEY WATER DISTRICT  
APPROVING TEMPORARY REGULATIONS REGARDING  
CUSTOMER ACCOUNT BILLING AND COLLECTIONS IN  
RESPONSE TO THE DISTRICT LOCAL EMERGENCY  
REGARDING THE RESPIRATORY ILLNESS PANDEMIC  
COVID-19**

**WHEREAS**, at its meeting on December 18, 2019, the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2019-17, establishing SB 998-compliant revisions to the District's Regulations Governing Water Service – Part 6: Customer Account Billing and Collections; and

**WHEREAS**, as the outbreak of respiratory illness COVID-19 as a result of the spread of the novel coronavirus has begun to impact the State of California and nearby communities, the Board of Directors recognizes this disease and the related public health guidelines have a significant impact on operations of the Beaumont-Cherry Valley Water District (BCVWD); and

**WHEREAS**, on March 19, 2020, pursuant to the BCVWD Policies and Procedures Manual, Section 1E, the General Manager in consultation with the President of the Board of Directors declared a District Emergency pursuant to the Proclamation attached hereto as Exhibit B; and

**WHEREAS**, on March 4, 2020 California Governor Gavin Newsom declared a state of emergency and implemented strong measures to curtail the spread of the virus including provision of assistance to local governments that have demonstrated extraordinary or disproportionate impacts from COVID-19; and

**WHEREAS**, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency; and

**WHEREAS**, on March 16, 2020, Governor Newsom issued Executive Order N-28-20 advising that many Californians are experiencing substantial losses of income and requesting the California Public Utilities Commission to monitor measures undertaken by public utility providers to implement customer service protections for water utilities in response to COVID-19 ; and

**WHEREAS**, numerous public water utilities are instituting ratepayer protections; and

**WHEREAS**, the Board of Directors finds and determines that:

- a. COVID-19 may result in serious illness or death and is easily transmissible from person to person and therefore extraordinary measures may be necessary to protect District employees and public health; and
- b. Certain portions of the existing Regulations Governing Water Service – Part 6: Customer Account Billing and Collections should be temporarily altered to alleviate ratepayer hardship and provide for employee safety due to the COVID-19 pandemic; and
- c. The recommended temporary Regulations continue to comply with the mandates set

forth by SB 998 and comport with the Governor's Executive Order N-28-20; and

**WHEREAS**, the Board of Directors has reviewed and considered the temporary Regulations, finds them relevant and acceptable, and deems it to be in the best interests of the District that the following actions be taken:

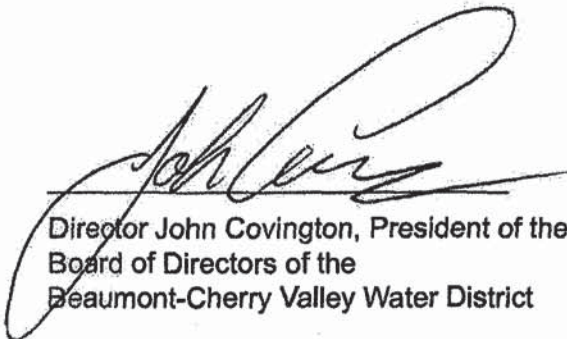
**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District as follows:

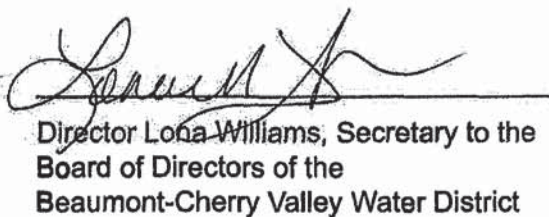
1. The applicable portions of the BCVWD Regulations Governing Water Service, Part 6 are hereby temporarily superseded by the measures outlined in the attached Exhibit A,
2. These temporary Regulations Governing Water Service will be in effect until the termination of the District Local Emergency as declared by the Board of Directors.

**ADOPTED** this 26 day of March, 2020 by the following roll call vote:

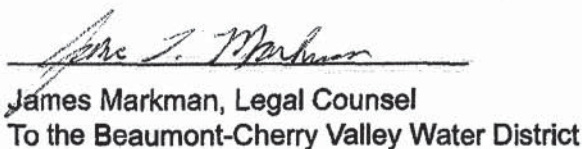
AYES: Covington, Hoffman, Ramirez, Slawson, Williams  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:

  
Director John Covington, President of the Board of Directors of the Beaumont-Cherry Valley Water District

  
Director Lona Williams, Secretary to the Board of Directors of the Beaumont-Cherry Valley Water District

APPROVED AS TO FORM:

  
James Markman, Legal Counsel  
To the Beaumont-Cherry Valley Water District

Attachments:

- Exhibit A – Temporary Regulations Regarding Customer Account Billing and Collections
- Exhibit B – General Manager's Proclamation of a State of Emergency dated March 19, 2020
- Exhibit C – Governor's Executive Order N-28-20



## BEAUMONT-CHERRY VALLEY WATER DISTRICT

### EXHIBIT A

#### TEMPORARY REGULATIONS REGARDING CUSTOMER ACCOUNT BILLING AND COLLECTIONS

The following measures pursuant to the District's Regulations Governing Water Service – Part 6: Customer Account Billing and Collections shall be temporarily implemented due to the COVID-19 Coronavirus pandemic:

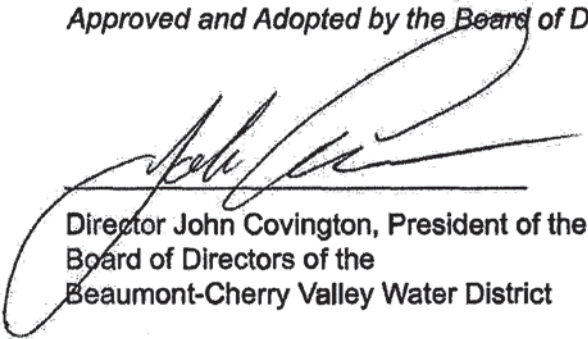
1. The main office facility shall be closed to the public and reassessed on a week-by-week basis by the General Manager and President of the Board of Directors. The BCVWD website will list office hours and closure information for ratepayers.
2. During the District Local Emergency, the on-line and phone payment fee of \$1.75 shall be suspended for all ratepayers while the main office facility is closed to the public.
3. PAYMENT OF BILLS:
  - a. During the period of District Local Emergency, the payment grace period shall be extended to 60 days. No unpaid balance will be considered past due or delinquent until the 61<sup>st</sup> day of non-payment.
  - b. No penalties will be imposed on past due or delinquent balances until after 90 days of non-payment.
4. LATE FEES
  - a. No late fees shall be charged during the period of District Local Emergency.
  - b. Late fees will begin to accrue in accordance with the provisions set forth in Regulations Governing Water Service – Part 6: Customer Account Billing and Collections following the termination of the District Local Emergency.
5. DISCONNECTION
  - a. No water service will be disconnected during the period of District Local Emergency.

These temporary Regulations are fully in compliance with SB 998 and comport with the Governor's Executive Order N-28-20 dated March 16, 2020.

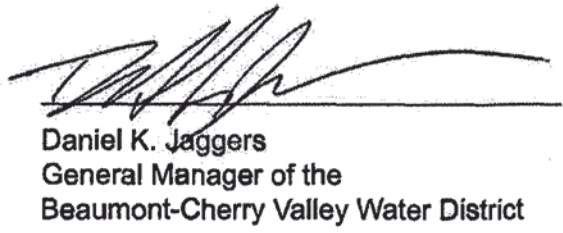
These temporary measures supersede the provisions in the BCVWD Regulations Governing Water Service – Part 6: Customer Account Billing and Collections and will be in effect until terminated or re-evaluated by the Board of Directors or the termination of the District Local Emergency, whichever occurs first.

*Approved and Adopted by the Board of Directors on March 26, 2020*

ATTEST:



Director John Covington, President of the  
Board of Directors of the  
Beaumont-Cherry Valley Water District



Daniel K. Jagers  
General Manager of the  
Beaumont-Cherry Valley Water District

**PROCLAMATION 2020-01**

**A PROCLAMATION OF THE GENERAL MANAGER OF THE  
BEAUMONT-CHERRY VALLEY WATER DISTRICT DECLARING  
A DISTRICT LOCAL EMERGENCY WITHIN THE DISTRICT IN  
RESPONSE TO THE IMPACT OF THE RESPIRATORY ILLNESS  
PANDEMIC COVID-19**

**WHEREAS**, the governing body of the District has the authority to proclaim a local emergency; and

**WHEREAS**, California Government Code Section 3100 states that all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law, and the District needs to provide potable water deemed as an essential public service; and

**WHEREAS**, pursuant to the BCVWD Policies and Procedures Manual, Section 1E, the General Manager in consultation with the President of the Board of Directors may declare a District Local Emergency when said District is affected or likely to be affected by a public calamity and the Board of Directors is not scheduled to meet in a timely manner; and

**WHEREAS**, any actions that the District may take to ensure the continuation of critical services to protect the safety of customers and to provide for immunities that will protect the District for actions taken, as covered under the California Emergency Services Act; and

**WHEREAS**, working with the County of Riverside, this proclamation authorizes the undertaking of powers and invoking and disseminating emergency orders (e.g., emergency orders, emergency spending authorities, emergency or pre-established contracting, order necessary Personal Protective Equipment, recovery, etc.) and regulations necessary to provide for the protection of life, property, and the environment; and

**WHEREAS**, this proclamation establishes that an emergency exists, and that if mutual aid of in-county resources are needed to assist the District, as covered under the California Master Mutual Aid Agreement and any local agreements to provide mutual aid should be sufficient to establish, and that the Emergency Services Act applies; and

**WHEREAS**, this proclamation establishes that an emergency exists, and if out-of-county assistance is needed, requests for mutual aid should follow procedures set forth by the Standardized Emergency Management System (SEMS) and the Governor's Office of Emergency Services (CalOES), including obtaining mission numbers through the County of Riverside Emergency Management Department from CalOES for responding agencies. This is particularly important for possible reimbursement of extraordinary expenses in the event of a proclaimed "State of Emergency" or in the event of a presidential declaration of disaster when state or federal disaster relief funds become available; and

**WHEREAS**, conditions of disaster or of extreme peril to the health and safety of persons and property have arisen both internationally and within the United States as a result of the introduction of the novel coronavirus (COVID-19), a novel communicable disease which led to California Governor Gavin Newsom, to proclaim a State of Emergency for California on March 4, 2020; and

**WHEREAS**, currently COVID-19 has spread globally to more than 70 countries, infecting more than 180,000 persons and causing more than 7,100 fatalities worldwide. Due to the expanding list of countries with widespread transmission of COVID-19, and increasing travel alerts and warnings for countries experiencing sustained or uncontrolled community transmission issued by the Centers for Disease Control and Prevention (CDC), COVID-19 has created conditions that are likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat this virus; and

**WHEREAS**, on March 10, 2020 the Riverside County Board of Supervisors ratified a local public health emergency declaration and as of March 15, 2020, there are 779 confirmed cases of COVID-19 in California, including 16 in the Riverside County area, with 3 COVID-19 related deaths, and officials expect the number of cases to increase; and

**WHEREAS**, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency; and

**WHEREAS**, on March 17, 2020, the City of Beaumont declared a Local Emergency to Protect the Health, Safety and Welfare of residents during the COVID-19 pandemic; and

**WHEREAS**, the District's ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by State and Federal governments will be critical to successfully responding to COVID-19; and

**WHEREAS**, the ratepayers of the District may experience financial hardship during this pandemic and it is the responsibility of every level of government to protect the public and take the necessary action to eliminate or reduce its expected negative consequences including a moratorium on utility shutoffs; and

**WHEREAS**, the Beaumont-Cherry Valley Water District has a responsibility to the ratepayers and residents of the District: to provide safe, clean and reliable water, and recognizes this is an essential requirement for public health; and

**WHEREAS**, per Government Code 8630 a Local Emergency declared by the General Manager shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Board of Directors; and

**WHEREAS**, after consideration of all facts reasonably available presently for review and all items, the General Manager now desires to proclaim the existence of a state of Local Emergency to make additional resources available to address the effects of COVID-19; and

**WHEREAS**, the General Manager finds and determines that:

1. COVID-19 may result in serious illness or death and is easily transmissible from person to person; and
2. The conditions of extreme peril to the safety of persons caused by COVID-19 exist and are beyond the control of the services, personnel, equipment and facilities of BCVWD and will require the combined forces of all governmental agencies to appropriately respond, and
3. Preparing for, responding to, mitigating and recovering from the spread of COVID-19 requires the District to divert resources from normal day-to-day operations and has and will continue to impose extraordinary requirements on and expenses to the District, and

4. That resources of the Beaumont-Cherry Valley Water District may be insufficient, and the magnitude of the public health and economic disaster created by COVID-19 may be beyond the capabilities of the District, and
5. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, employment of sufficient personnel, use of mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19, the District may require additional assistance in the future, and proclamation of Local Emergency allows additional resources to flow to the District in a timely manner, and
6. The Board of Directors of the Beaumont-Cherry Valley Water District are not currently meeting and cannot be immediately called into session;

**NOW THEREFORE, IT IS HEREBY PROCLAIMED** by the General Manager of the Beaumont-Cherry Valley Water District that:

1. A Local Emergency now exists throughout the Beaumont-Cherry Valley Water District, and
2. Staff is directed to implement the District's Emergency Plan as applicable and outlined in the District's Policies and Procedures Manual, Part III, Section 1


**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said Local Emergency the powers, functions and duties of the District shall be those prescribed by state law, by ordinances, and resolutions of the Beaumont-Cherry Valley Water District, and that this Local Emergency Proclamation shall expire in seven (7) days after issuance unless confirmed and ratified by the Board of Directors of the Beaumont-Cherry Valley Water District and is in effect until rescinded by said Board of Directors.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all District departments shall track costs for staffing, supplies, and equipment related to COVID-19 preparation and prevention and forward that information to the District's finance department; and complete an Initial Damage Estimate (IDE) Category B, and forward that information to the Riverside County Emergency Management Department (EMD) on a daily basis.

**BE IT FURTHER RESOLVED AND ORDERED** that a copy of this Proclamation be forwarded to the Riverside County EMD to be forwarded to the Director of the California Governor's Office of Emergency Services.

**DATED** this 19th day of March, 2020 by:

ATTEST:



Daniel K. Jagers  
General Manager  
Beaumont-Cherry Valley Water District



Yolanda Rodriguez  
Director of Finance and Administration  
Beaumont-Cherry Valley Water District



**EXECUTIVE ORDER N-28-20**

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection and otherwise mitigate the effects of COVID-19 are needed; and

**WHEREAS** the economic impacts of COVID-19 have been significant, and could threaten to undermine Californians' housing security and the stability of California businesses; and

**WHEREAS** many Californians are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with their rents, mortgages, and utility bills; and

**WHEREAS** Californians who are most vulnerable to COVID-19, those 65 years and older, and those with underlying health issues, are advised to self-quarantine, self-isolate, or otherwise remain in their homes to reduce the transmission of COVID-19; and

**WHEREAS** because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and

**WHEREAS** local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19; and

**WHEREAS** local jurisdictions may also determine, based on their particular needs, that promoting stability amongst commercial tenancies is also conducive to public health, such as by allowing commercial establishments to decide whether and how to remain open based on public health concerns rather than economic pressures, or to mitigate the economic impacts of COVID-19; and

**WHEREAS** in addition to these public health benefits, state and local policies to promote social distancing, self-quarantine, and self-isolation require that people be able to access basic utilities—including water, gas, electricity, and telecommunications—at their homes, so that Californians can work from home, receive public health information, and otherwise adhere to policies of social distancing, self-quarantine, and self-isolation, if needed; and

**WHEREAS** many utility providers, public and private, covering electricity, gas, water, and sewer, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19; and

**WHEREAS** many telecommunication companies, including internet and cell phone providers, have voluntarily announced moratoriums on service disconnections and late fees for non-payment in response to COVID-19;

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

- 1) The time limitation set forth in Penal Code section 396, subdivision (f), concerning protections against residential eviction, is hereby waived. Those protections shall be in effect through May 31, 2020.
- 2) Any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on residential or commercial evictions as described in subparagraphs (i) and (ii) below—including, but not limited to, any such provision of Civil Code sections 1940 et seq. or 1954.25 et seq.—is hereby suspended to the extent that it would preempt or otherwise restrict such exercise. This paragraph 2 shall only apply to the imposition of limitations on evictions when:
  - (i) The basis for the eviction is nonpayment of rent, or a foreclosure, arising out of a substantial decrease in household or business income (including, but not limited to, a substantial decrease in household income caused by layoffs or a reduction in the number of compensable hours of work, or a substantial decrease in business income caused by a reduction in opening hours or consumer demand), or substantial out-of-pocket medical expenses; and
  - (ii) The decrease in household or business income or the out-of-pocket medical expenses described in subparagraph (i) was caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented.

The statutory cause of action for judicial foreclosure, Code of Civil Procedure section 725a et seq.; the statutory cause of action for unlawful detainer, Code of Civil Procedure section 1161 et seq., and any other statutory cause of action that could be used to evict or otherwise eject a residential or commercial tenant or occupant of residential real property after foreclosure is suspended only as applied to any tenancy, or residential real property and any

occupation thereof, to which a local government has imposed a limitation on eviction pursuant to this paragraph 2, and only to the extent of the limitation imposed by the local government.

Nothing in this Order shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

The protections in this paragraph 2 shall be in effect through May 31, 2020, unless extended.

- 3) All public housing authorities are requested to extend deadlines for housing assistance recipients or applicants to deliver records or documents related to their eligibility for programs, to the extent that those deadlines are within the discretion of the housing authority.
- 4) The Department of Business Oversight, in consultation with the Business, Consumer Services, and Housing Agency, shall engage with financial institutions to identify tools to be used to afford Californians relief from the threat of residential foreclosure and displacement, and to otherwise promote housing security and stability during this state of emergency, in furtherance of the objectives of this Order.
- 5) Financial institutions holding home or commercial mortgages, including banks, credit unions, government-sponsored enterprises, and institutional investors, are requested to implement an immediate moratorium on foreclosures and related evictions when the foreclosure or foreclosure-related eviction arises out of a substantial decrease in household or business income, or substantial out-of-pocket medical expenses, which were caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19.
- 6) The California Public Utilities Commission is requested to monitor measures undertaken by public and private utility providers to implement customer service protections for critical utilities, including but not limited to electric, gas, water, internet, landline telephone, and cell phone service, in response to COVID-19, and on a weekly basis publicly report these measures.

Nothing in this Order shall be construed to invalidate any limitation on eviction enacted by a local jurisdiction between March 4, 2020 and this date.

Nothing in this Order shall in any way restrict state or local authority to order any quarantine, isolation, or other public health measure that may compel an individual to remain physically present in a particular residential real property.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**I FURTHER DIRECT** that as soon as hereafter possible, this proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 16th day of March 2020.



\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
February 25, 2021**

Item 5

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Beaumont Master Drainage Plan Line 16 Project Cooperative Agreement Update**

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**Staff Recommendation**

No recommendation.

**Summary**

District staff has previously discussed the MDP Line 16 Storm Drain Project with the Board on several occasions in order to keep the Board apprised of the Project status relating to the design, funding requirements and Project timeline. One item of importance which has been outstanding, is the finalization of the Cooperative (Co-Op) Agreement between BCVWD and Riverside County Flood Control & Water Conservation District (RCFC&WCD).

At the July 08, 2020 Board meeting, District staff provided a brief verbal update regarding the MDP Line 16 Storm Drain Project. District staff indicated that a draft Co-Op Agreement for the Project was forthcoming from RCFC&WCD.

On July 15, 2020, RCFC&WCD provided District staff with a draft copy of the Co-Op Agreement which had revisions and updates incorporated and was reviewed with the Board at the July 23, 2020 Engineering Workshop. The Board of Directors provided comments and feedback regarding the agreement language and a summary of the comments are provided in Attachment 1 (July 23, 2020 Board Meeting Minutes – Item 4).

Since the July 23, 2020 Engineering Workshop, District staff has worked with RCFC&WCD staff to revise the Co-Op Agreement to address concerns raised by District staff and the Board of Directors. Attached is a copy of the draft Co-Op Agreement for MDP Line 16 from July 2020 (See Attachment 2 – Draft Co-Op Agreement, dated July 23, 2020), as was previously presented to the Board of Directors.

On February 17, 2021, District staff participated in a meeting with RCFC&WCD staff to review all the recent changes to the Co-Op Agreement, in which RCFC&WCD provided an updated version of the Co-Op Agreement (Attachment 3 – Draft Co-Op Agreement, dated February 17, 2021). District staff has marked the locations in the current Draft Co-Op Agreement where concerns raised by the Board of Directors have been addressed. After further review of the current Draft Co-Op Agreement, BCVWD's Legal Council has expressed additional concerns that will be reviewed with the Board of Directors during the February 25, 2021 Engineering Workshop.

District staff and RCFC&WCD have finished the design efforts with the design consultant to keep the project moving ahead. Both parties understand that this project is expecting to receive Proposition 84 funding contingent upon the project being constructed by end of September 2022, and administrative project close-out tasks completed by December 2022. The Proposition 84



funding timelines were allowed to be extended by 1 year due to the Apple and El Dorado Fires in 2020.

District staff anticipates receiving final plans from RCFC&WCD within the next coming weeks. RCFC&WCD staff has identified to District staff that the project could be ready for bid by the end of April 2021. Additionally, District staff has continued its participation in regularly occurring meetings (conference calls) with RCFC&WCD and the design consultant to keep the project on-track and moving ahead.

Attachments:

1. Attachment 1 – July 23, 2020 Board Meeting Minutes – Item 4
2. Attachment 2 – Draft Co-Op Agreement – Dated July 23, 2020
3. Attachment 3 – Draft Co-Op Agreement – Dated February 17, 2021

Staff Report prepared by Mark Swanson, Senior Engineer

# ATTACHMENT 1 - JULY 23, 2020 ENGINEERING WORKSHOP MINUTES - ITEM 4

Board consensus was to continue the item to the August 12 Board meeting.

## 4. Beaumont Master Drainage Plan Line 16 Project Cooperative Agreement Update

Senior Engineer Mark Swanson explained the redline co-op agreement received from Riverside County Flood Control and Water Conservation District (Flood Control). He noted changes in definitions based on maintenance items and payment timelines and explained the facilities.

The Board had authorized the District to proceed with design. Construction costs of \$6.8 million plus contingency have been updated and the costs will be invoiced at points of construction completion Swanson noted. The agreement also notes that if the \$1.2 million grant does not happen, the agencies share the cost, Swanson noted.

Staff will further examine the agreement and will obtain legal counsel review, Swanson added.

General Manager Jagers said he believes the grant has already been awarded and indicated concern with the agreement's treatment of the shared cost if the grant funds are not distributed.

President Covington invited public comment. There was none.

President Covington asked Mr. Swanson about the increase in project costs from \$6.5 million to \$6.8 million. Flood Control added 5 percent to the Engineer's cost estimate when the road elevation was in discussion, Swanson explained.

1

Covington referenced the proposed agreement and detailed several concerns including a contract provision that prohibits BCVWD comment on change orders, a requirement for BCVWD to provide "local funds" to complete the project if necessary, and a clause indicating that in the event that project costs exceed the actual construction costs, then Flood Control would invoice BCVWD for the difference. Mr. Swanson said he will follow up on concerns.

Covington indicated his main concern is project overruns and pointed out that the costs have continued to creep up. He recognized the amount of work that has gone into the agreement. Directors Ramirez, Slawson and Williams concurred in appreciation of the work done.

2

Director Hoffman pointed out that the total project cost is \$7,720,000 when including the grant funding, and that Flood Control is the agency determining the project costs while BCVWD has not seen anything showing how those costs were based. Mr. Swanson recalled engineer's cost estimates being revised as design progressed and noted that as the project goes out to bid it will be determined if the estimates were accurate. Mr. Jagers reviewed sections M and N in the agreement detailing the shared costs and indicated the District's share should be on the order of \$2.79 million. Both agreed there needs to be more clarity in the sections, Covington concurred.

3

President Covington reminded that last year, the Board authorized \$50,000 for this project and asked if the \$38,000 for plans and specifications was part of that authorization; Mr. Swanson confirmed it was and explained the payment schedule.

4

Covington asked about the deadline for project completion as required by the grant; Mr. Swanson detailed the schedule and said he expected another round of discussion on the agreement. Mr. Jagers noted the goal was an end-of-September or early October date to go out to bid.

**5. Potential Provision of Water Service and Annexation for a Proposed Multi-Family Residential Development Project – Xenia Avenue, south of 8<sup>th</sup> Street and north of 6<sup>th</sup> Street in the City of Beaumont (Riverside County Assessor’s Parcel Nos. 419-160-055, -024 and 419-170-016, -017, -018, -022 & -027)**

Mr. Jagers reminded the Board that this is significant demand, but it is mostly indoor multi-family demand, with 2.46 AF outdoor demand, and there is a chance to recycle a component of the 65.2 AF of the demand.

Senior Engineer Mark Swanson reported that the project required substantial research. Although the property is in the middle of the city, it is not within the District’s boundaries, he noted. The proposal is for approximately 194 multi-family residential apartments on a 10.9-acre area, he explained.

The project will require annexation, Swanson advised: One parcel and a portion of another had been annexed into the District, followed by a couple of annexation submissions a few years later that subsequently expired without completion.

The applicant’s engineer has submitted some system demands and staff compared the numbers with regional planning data and determined that the density is relatively similar to how these parcels were envisioned, Swanson said. Irrigated area totals only about 1.1 acres, he noted, but the domestic water demand would be about 65.2 AF per year for a total of 104.09 EDUs.

Swanson described the existing infrastructure in Xenia Avenue and 8<sup>th</sup> Street and indicated that staff would work with the project engineer.

President Covington invited public comment. The applicant, Mr. Paul Onufer with Beaumont Land Partners indicated he was present on the call to answer any questions.

Director Ramirez indicated if the District is able, then water should be supplied and said if staff has any concerns, the Board should hear them.

Director Slawson asked for clarification if the project is in compliance with the city’s general plan. Mr. Swanson said that in the District’s Urban Water Management Plan it was identified as a multi-family project and that the UWMP typically follows the city’s general plan.

**6. Request for “Will Serve Letter” for Riverside County Assessor’s Parcel No. (APN) 402-110-003 located on Jonathan Avenue north of High Street and south of Dutton Street**

Senior Engineer Mark Swanson described the property layout (flag lot) and plans for a 2,790 square foot home. Currently, there is an existing pipeline in the front of the property, and in the rear of the property is another water line. In the District’s master plan, the Jonathan Avenue line is slated for future upsizing with the line at the rear



**ATTACHMENT 2 - DRAFT CO-OP  
AGREEMENT DATED JULY 23, 2020**

COOPERATIVE AGREEMENT  
Beaumont MDP Line 16, Stage 50  
(Also known as Recharge Basin Feeder)  
Project No. 5-0-00201

This Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, 202019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Beaumont-Cherry Valley Water District, special-purpose governmental agency ("BCVWD"), hereby agree as follows:

RECITALS

A. DISTRICT has been awarded a 2015 Integrated Regional Water Management Grant ("IRWM GRANT") from the Santa Ana Watershed Project Authority (SAWPA), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006). The IRWM GRANT award is approximately one million two hundred twenty thousand dollars (\$1,220,000) for the construction of Beaumont MDP Line 16; and

B. Beaumont MDP Line 16 as identified in the DISTRICT's Beaumont Master Drainage Plan ("MDP") consists of (i) approximately 5,7006,765 lineal feet of an underground storm drain system to be constructed in Grand Avenue ~~between Bellflower Avenue and~~ outlets at the westerly end of Grand Avenue into the BCVWD's ~~basin Noble Creek Recharge Facilities~~ ("STORM DRAIN"), and (ii) approximately 1,070 lineal feet of 24-inch reinforced concrete pipe ("FEEDER LINE"), as shown in concept on Exhibit "A", attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN is the construction of (i) approximately 72 lineal feet of 24-inch reinforced concrete pipe; grated drop inlets in Bellflower Avenue; modified manhole with gated valve in Grand Avenue located upstream of

FEEDER LINE ("FEEDER LINE EXTENSION") and (ii) certain storm water recharge infiltration facilities improvements consisting of inlets, enhanced spillways, recharge ponds, connector pipes, emergency drains and modification of emergency outlet structure(s) located within BCVWD's Noble Creek Recharge Facility Phase II ("NCRF-PH.II"). Emergency drains and outlet structure(s) will interconnect between existing basins and will ultimately connect to the DISTRICT's existing Noble Creek Channel Stage II, as shown on DISTRICT's Drawing No. 5-0128 ("NOBLE CREEK CHANNEL"). FEEDER LINE EXTENSION and NCRF-PH.II are hereinafter called "BCVWD FACILITIES"; ~~Together with a certain 24-inch reinforced concrete pipe as shown on the plans between Station 22+95.00 and Station 23+79.66 of Line 16-D storm drain appurtenances which includes the construction of grated drop inlets located in Bellflower Avenue, and a modified manhole with canal gate within BCVWD's right of way or easement ("BCVWD FACILITIESNCRF-PH.II"), as shown in concept on Exhibit "A". These eEmergency drains and outlet structure(s) will interconnect between existing NCRF-PH.II basins and will ultimately connect to the DISTRICT's existing Noble Creek Channel Stage II, as shown on DISTRICT's Drawing No. 5-0128 ("NOBLE CREEK CHANNEL");~~ and

D. Together STORM DRAIN, FEEDER LINE and BCVWD FACILITIESNCRF-PH.II are hereinafter called "PROJECT"; and

E. Construction of PROJECT will reduce the demand for imported water and provide necessary flood protection and drainage for a portion of the Cherry Valley community, located north of the City of Beaumont within the County of Riverside; and

F. DISTRICT is willing, pursuant to California Water Code Appendix 48-1 et seq., to contribute funding for the construction of PROJECT which benefits the zone in which the PROJECT is located; and

G. BCVWD is willing to prepare, or cause to be prepared, the necessary plans and specifications for the Noble Creek Recharge Facility Phase II NCRF PH.II ("NCRF PH.II PLAN") BCVWD FACILITIES; and

H. DISTRICT is willing to allow assist BCVWD to utilize DISTRICT consultant and engineer for record, JLC Engineering and Consulting, Inc. (JLC), to ~~in~~ prepare ~~ing~~ the necessary plans and specifications for BCVWD FACILITIES NCRF PH.II PLAN which includes design of the outlet to NOBLE CREEK CHANNEL, design of modifications to pond transfer pipes, and preparation of all necessary technical report providing calculations, hydraulic modeling, and other parameters documenting the design approach and operations. DISTRICT intends to amend JLC scope of work ~~select a consultant to perform~~ include the services that are deemed necessary to design the BCVWD FACILITIES NCRF PH.II PLAN as identified and directed by BCVWD and DISTRICT; and

I. BCVWD is willing to reimburse DISTRICT for JLC's costs ~~assisting in~~ preparing the necessary plans and specifications for BCVWD FACILITIES NCRF PH.II PLAN for an amount estimated at ~~not to exceed~~ Thirty Eight Thousand, One Hundred Twenty Dollars (\$38,120), hereinafter called ~~("BCVWD DESIGN NCRF PH.II PLAN COST")~~; and

J. DISTRICT is willing to incorporate the BCVWD FACILITIES NCRF PH.II PLAN as part of its construction contract for PROJECT; and

K. Due to mutual interests in this PROJECT, DISTRICT and BCVWD are willing to make a financial contribution towards construction of the PROJECT based on a jointly funded 50-50 cost share contribution formula, as provided in this agreement for an estimated total PROJECT cost of Six Million Five Hundred Thousand Dollars (\$6,500,000), hereinafter called ("ESTIMATED CONSTRUCTION COST") ~~four million dollars (\$4,000,000)~~; and

L. PROJECT construction costs are set forth herein and subject to the not to exceed amount provided herein:

(i) One hundred percent (100%) of the lowest responsible bid contract price for the PROJECT ("CONSTRUCTION COST"), plus any DISTRICT approved construction contract change orders ("CHANGE ORDERS"). Together, CONSTRUCTION COST and CHANGE ORDERS are called "ACTUAL CONSTRUCTION COST". PROJECT construction is estimated to be six million five hundred thousand dollars (\$6,500,000) four million dollars (\$4,000,000), hHowever, ACTUAL CONSTRUCTION COST shall not exceed the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000); and five million dollars (\$5,000,000); and

M. If ACTUAL CONSTRUCTION COST exceeds the total amount of Six Million Eight Hundred Thousand dollars (\$6,800,000) five million dollars (\$5,000,000), DISTRICT and BCVWD is willing to negotiate an addendum setting forth local funds required to complete PROJECT construction; and

N. The IRWM GRANT would fund a portion of the CONSTRUCTION COST construction-cost for PROJECT, while requiring local funding to complete the PROJECT match. The IRWM GRANT further requires DISTRICT and BCVWD to jointly complete the design and construction of PROJECT by September 30, 2021 December 31, 2021. The CONSTRUCTION COST construction-cost minus IRWM GRANT of one million two hundred twenty thousand dollars (\$1,220,000) will result in a total cost shared for the PROJECT, hereinafter called "SHARED COST". DISTRICT and BCVWD will each contribute fifty percent (50%) of the remaining local funding match for the construction of PROJECT; and

O. BCVWD and DISTRICT wishes to jointly partner with BCVWD in the funding of PROJECT by providing a financial contribution of fifty percent (50%) of the SHARED

~~COST, as set forth in Recital N and subject to the BCVWD, not to exceed amount provided in Recital K; and~~

~~P. BCVWD is willing to reimburse DISTRICT for fifty (50%) of the remainder of SHARED COST ("BCVWD CONTRIBUTION"), provided that the ACTUAL CONSTRUCTION COST shall not exceed the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000) five millions dollars (\$5,000,000); and~~

~~Q. If the IRWM GRANT is not disbursed, SHARED COST will become equal to CONSTRUCTION COST. DISTRICT's financial contribution towards PROJECT construction shall not exceed the total amount of sum amount of three million four hundred thousand dollars (\$3,400,000) two million five hundred dollars (\$2,500,000), hereinafter called "DISTRICT CONTRIBUTION CAP"; and~~

~~O.~~

~~(i) A 50-50 cost share formula of the PROJECT construction cost stated in the successful bid to construct the project minus the IRWM GRANT of one million two hundred twenty thousand dollars (\$1,220,000) ("CONSTRUCTION COST"); and~~

~~(Xi) One hundred percent (100%) of the lowest responsible construction contract bid amount price for the construction of the PROJECT. The ACTUAL CONSTRUCTION COSTS minus the IRWM GRANT is called "REMAINING CONSTRUCTION COSTS"~~

~~(ii) Fifty percent (50%) of District and BCVWD joint approved change orders ("CHANGE ORDERS") for PROJECT. Together, CONSTRUCTION COST and CHANGE ORDERS are called "ACTUAL CONSTRUCTION COSTS". PROJECT construction is estimated to be four million dollars (\$4,000,000), however, ACTUAL CONSTRUCTION COSTS shall not exceed five million dollars (\$5,000,000); and~~

~~X. BCVWD is willing to reimburse DISTRICT for fifty (50%) of REMAINING CONSTRUCTION COSTS ACTUAL CONSTRUCTION COSTS minus IRWM GRANT, provided that total the CONSTRUCTION COST amount shall not exceed \$5,000,000 (“BCVWD CONTRIBUTION”).~~

~~KR.~~ Prior to advertising PROJECT for construction bids, (i) BCVWD shall prepare, subject to DISTRICT approval, a comprehensive operation and maintenance plan (O&M PLAN) for the BCVWD FACILITIES, NCRF-PH-II, approved by both the DISTRICT and BCVWD. The O&M PLAN documents the planned operations and maintenance activities including the management of stormwater captured by the STORM DRAIN; and ii) DISTRICT, BCVWD, and Riverside County Transportation Department shall enter into a separate Cooperative Agreement setting forth the maintenance responsibilities of the parties for the PROJECT; and

~~QPS. All parties recognize that, DISTRICT and BCVWD are willing to share routine maintenance responsibilities between FEEDER LINE and FEEDER LINE EXTENSION of their respective portions of PROJECT as shown on the plans and explicitly defined in Recitals B and C above. this agreement as to the improvements the FEEDER LINE, located within Grand Avenue between Bellflower Avenue and Winesap Avenue. However, no maintenance activities will be required or executed by the DISTRICT if BCVWD fails to adhere to the terms and conditions of the O&M PLAN regarding the isolation gate located in Grand Avenue resulting in maintenance needs within the portion maintained by DISTRICT as defined as the FEEDER LINE. Any costs or expense associated with necessary maintenance as a result of this failure, shall be borne solely by BCVWD. BCVWD is responsible to monitor the debris and sediment flowing in the grated inlets in Bellflower Avenue and keep the FEEDER LINE EXTENSION clean of debris and sediment. In the event debris and sediment flow is eminent and the grated inlets in Bellflower~~

Avenue cannot be protected from entering the FEEDER LINE EXTENSION, BCVWD shall immediately close the gate valve in the modified manhole located at Station 23+00.33 to protect the debris and sediment from clogging the DISTRICT's FEEDER LINE. Failure by BCVWD to close the gate valve in a timely manner resulting in clogging of the DISTRICT'S FEEDER LINE, will trigger additional maintenance costs that shall be borne solely by BCVWD.

T. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and BCVWD with respect to design, construction, inspection, ownership, operation and maintenance, and funding of PROJECT construction.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

#### SECTION I – DISTRICT OBLIGATIONS

DISTRICT shall:

1. Accept the above recitals as true and correct and incorporated into the terms of this Agreement.

2. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of STORM DRAIN PROJECT.

3. Review and approve the O&M PLAN as it pertains to BCVWD FACILITIES and the DISTRICT's flood control operations of the NOBLE CREEK CHANNEL. The O&M PLAN shall clearly show that the Noble Creek Recharge Facility Phase II-NCRF-PH.II basins facility will reserve a storage volume to ensure no discharge occurs to the NOBLE CREEK CHANNEL from storms up to and including the 10-year, 3 hour frequency.

4. Prepare or cause to be prepared, STORM DRAIN ~~and BCVWD FACILITIES NCRF PH.II PROJECT~~ construction plans and specifications ("STORM DRAIN PLANS").

5. ~~Amend Cause JLC's scope of work its selected consultant to include the design, plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty Eight Thousand One Hundred Twenty Dollars (\$38,120) assist BCVWD in preparing the NCRF PH.II PLAN.~~

6. Upon execution of this Agreement, issue ~~the a~~ first invoice to BCVWD for ~~BCVWD NCRF PH.II PLAN DESIGN COST~~ in the amount of ~~Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120)~~.

7. Include the BCVWD approved and signed ~~BCVWD FACILITIES NCRF PH.II PLAN~~ as part of DISTRICT's construction contract for PROJECT.

8. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any Federal, State and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority, and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

9. Advertise, award and administer a public works construction contract for PROJECT, including ~~BCVWD FACILITIES NCRF PH.II PLAN~~ at its cost and expense.



10. Provide BCVWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to BCVWD shall include the Contractor's actual bid amounts for BCVWD FACILITIES NCRF-PH.II PLAN.

11. Pursuant to ~~As stated in the successful bidder's proposal to construct the PROJECT, issue a second invoice to~~ BCVWD for ~~fifty twentyfour percent (50240%) of CONSTRUCTION COST~~ a partial payment of BCVWD CONTRIBUTION an amount ~~not to exceed of One Million Dollars (\$1,000,000)~~, at the time of providing written notice to BCVWD of the award of a construction contract, as set forth in Section I.9.

12. Prior to commencing construction, schedule and conduct a pre-construction meeting between DISTRICT and other affected entities. DISTRICT shall also notify and invite BCVWD personnel to attend the PROJECT pre-construction meeting.

13. Notify BCVWD in writing at least fourteen (14) days prior to the start of construction of the BCVWD FACILITIES NCRF-PH.II.

14. Furnish BCVWD, at the time of providing written notice for the pre-construction meeting as set forth in Section I.12., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

15. Not permit any change to, or modification of, the BCVWD FACILITIES prepared NCRF-PH.II PLAN without the prior written permission and consent of BCVWD.

16. Construct, or cause to be constructed, PROJECT, including BCVWD FACILITIES the NCRF-PH.II PLAN and pay its respective shared costs associated herewith.

17. Inspect, or cause to be inspected, construction of PROJECT.

18. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and BCVWD employees on the site.

19. Require its construction contractor(s) to include BCVWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include BCVWD as a third party beneficiary of any and all warranties of the contractor's work with regard to the BCVWD FACILITIES NCRF-PH.II PLAN.

20. Once PROJECT construction progress payment nears thirty percent (30%), issue a third invoice to BCVWD for ~~twentyfour percent (24%)~~ of a partial payment of BCVWD CONTRIBUTION, for an amount ~~not to exceed~~ of One Million Dollars (\$1,000,000).

21. Keep an accurate accounting of all DISTRICT approved change orders and other such construction contract documents as may be necessary, to establish the ACTUAL CONSTRUCTION COST, and include this with a copy of DISTRICT's Notice of Completion accounting when invoicing BCVWD for CHANGE ORDERS, as set forth in Section I.23.

22. Once PROJECT construction progress payment nears seventy five percent (75%), issue a fourth invoice to BCVWD for the remainder ~~ten percent (10%)~~ of BCVWD CONTRIBUTION, for an amount of ~~not to exceed~~ Six Hundred Forty Thousand Dollars (\$640,000).

23. Within two (2) weeks of completing BCVWD FACILITIES NCRF-PH.II construction, provide BCVWD with written notice that construction is complete and requesting that BCVWD conduct final inspections of BCVWD FACILITIES NCRF-PH.II.

24. Upon completion of PROJECT construction and settlement of any outstanding claims, invoice BCVWD for PROJECT, and provide BCVWD with a copy of DISTRICT's Notice of Completion as set forth in Section I.23. In the event ~~BCVWD final~~

~~costs~~ACTUAL CONSTRUCTION COSTS are more than the estimated PROJECT cost of six million five hundred thousand dollar (\$6,500,000)\$6.5m and less than the PROJECT not to exceed cost of six million eight hundred thousand dollar (\$6,800,000)\$6.8m exceeds the ACTUAL CONSTRUCTION COST, ~~the~~DISTRICT will invoice BCVWD for the difference. In the event that ~~ACTUAL CONSTRUCTION COSTS~~ are less than the estimated PROJECT cost of six million five hundred thousand dollar (\$6,500,000)\$6.5m, ESTIMATED CONSTRUCTION COST BCVWD 50% of the CONSTRUCTION SHARED COSTS CONTRIBUTION, DISTRICT will return any unexpended funds to BCVWD.

25. Upon BCVWD's acceptance of BCVWD FACILITIES NCRF-PH.II for ownership, operation and maintenance, provide BCVWD with a reproducible duplicate set of "record drawings" of STORM DRAIN PLANS and BCVWD FACILITIES NCRF-PH.II PLAN.

26. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN and FEEDER LINE.

27. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

## SECTION II – BCVWD OBLIGATIONS

BCVWD shall:

1. Accept the above recitals as true and correct and incorporated into the terms of this Agreement.

2. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

3. Prepare or cause to be prepared: (i); BCVWD FACILITIES NCRF-PH.H PLAN utilizing JLC's services the DISTRICT's selected consultant and will reimburse DISTRICT as per as set forth in Section I.5; construction plans and specifications and (ii) the O&M PLAN, in accordance with applicable DISTRICT and BCVWD standards and submit to DISTRICT for its review and approval, as appropriate, prior to advertising PROJECT for construction bids.

4. Pay DISTRICT, within forty-five (45) days after receipt of DISTRICT's appropriate first invoice(s) for BCVWD DESIGN COST NCRF-PH.H PLAN COST, as set forth in Section I.6.

5. Prior to commencing construction, obtain at its sole cost and expense, any permits, licenses, or other agreements required for water rights related to the PROJECT.

6. Prior to the expiration of REGULATORY PERMITS, obtain renewals for any/all necessary permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the continuing operation and maintenance of the PROJECT-BCVWD FACILITIES NCRF-PH.H ("ONGOING REGULATORY PERMITS"). ONGOING REGULATORY PERMITS include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority.

7. Pay DISTRICT, within forty-five (45) days after receipt of DISTRICT's appropriate second invoice(s) for fifty twentyfour percent (50240%) of CONSTRUCTION COST a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.11., provided that BCVWD CONTRIBUTION shall not exceed One Million Dollars (\$1,000,000).

8. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) and rights required to construct PROJECT within BCVWD jurisdiction.

9. Pay DISTRICT, within forty-five (45) days after receipt of DISTRICT's appropriate third invoice(s), for ~~twenty~~ forty percent (240%) a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.120, provided that BCVWD CONTRIBUTION shall not exceed One Million Dollars (\$1,000,000).

10. Inspect the construction of PROJECT, including BCVWD FACILITIES NCRF PH.II, for quality control purposes at its sole cost. DISTRICT and BCVWD hereby pledge to work together cooperatively to inspect construction improvements for BCVWD FACILITIES within BCVWD NCRF PH.II facilities. However, ~~provide any comments to~~ DISTRICT personnel ~~who~~ shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and implementation of BCVWD FACILITIES NCRF PH.II PLAN.

11. Pay DISTRICT, within forty-five (45) days after receipt of DISTRICT's appropriate fourth invoice(s), for the remainder ~~ten~~ twenty percent (120%) of BCVWD CONTRIBUTION, as set forth in Section I.22., provided that BCVWD CONTRIBUTION shall not exceed ~~six five hundred and eighty~~ Six Hundred Forty Thousand Dollars (\$640,000).

12. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of BCVWD FACILITIES NCRF PH.II.

9. ~~Pay DISTRICT, within forty five (45) days after receipt of DISTRICT'S appropriate invoice as set forth in Section I.18., for fifty percent (50%) of District and BCVWD joint approved CHANGE ORDERS provided that ACTUAL CONSTRUCTION COSTS increased and said costs will not exceed five million dollars (\$5,000,000).~~

\_\_\_\_\_13. Upon completion of PROJECT construction and settlement of any outstanding claims and upon receipt of DISTRICT's Notice of Completion as set forth in Sections I.23 and I.24, pay DISTRICT, within forty-five (45) days after receipt of DISTRICT's fifth invoice, for its cost share of the excess amount, if applicable. In the event ACTUAL CONSTRUCTION COSTS are less than the ESTIMATED CONSTRUCTION COSTS, DISTRICT shall return any unexpended funds to BCVWD.

\_\_\_\_\_14. Upon its determination that BCVWD FACILITIES~~NCRF-PH.H~~ is satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of BCVWD FACILITIES~~NCRF-PH.H~~.

12. Pay DISTRICT within forty five (45) days after receipt of DISTRICT's invoice for the difference in construction costs, if any, as set forth in Section I.22. Pay District.....(-).

### SECTION III

It is further mutually agreed:

1. ACTUAL CONSTRUCTION COST for PROJECT shall not exceed a total sum of Six Million Eight Hundred Thousand Dollars (\$6,800,000) and shall be used solely for the purpose of constructing PROJECT as set forth herein.

2. The obligation(s) of the DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the PROJECT. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify BCVWD in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of such DISTRICT notification to by BCVWD.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, ownership, operation or maintenance of BCVWD FACILITIES ~~NCRF-PH.H~~. Nevertheless, DISTRICT, BCVWD, and Riverside County Transportation Department anticipate entering into a separate Cooperative Agreement whereby the three parties will stipulate their respective responsibilities with regard to ownership, operation and maintenance of the constructed PROJECT.

4. Except as otherwise provided herein, all construction work involved with PROJECT, shall be inspected by DISTRICT and BCVWD, and shall not be deemed complete until approved and accepted as complete by DISTRICT.

5. In the event BCVWD desires to include any additional work as part of the BCVWD FACILITIES ~~NCRF-PH.H~~ construction, BCVWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work requested. Payment for BCVWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

6. DISTRICT and BCVWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

7. DISTRICT shall indemnify, defend, save and hold harmless BCVWD (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents,

representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to DISTRICT's obligations under this Agreement as set forth in Section I above, DISTRICT's performance under this Agreement, or DISTRICT's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

8. BCVWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to BCVWD's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to BCVWD's obligations under this Agreement as set forth in Section II above, BCVWD's performance under this Agreement, or BCVWD's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

9. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

10. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street

BEAUMONT-CHERRY VALLEY  
DISTRICT  
560 Magnolia Avenue



Riverside, CA 92501  
Attn: Design Section

Beaumont, CA 92223  
Attn: Dan Jagers

11. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. This Agreement is to be construed in accordance with the laws of the State of California. Neither BCVWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

13. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
[KAREN SPIEGEL](#), Chairwoman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By \_\_\_\_\_  
[SYNTHIA M. GUNZEL](#)  
Chief Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District  
Beaumont MDP Line 16 (aka Recharge Basin Feeder)  
Project No. 5-0-00201  
AMR:blm  
[07/15/2020](#)

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

By \_\_\_\_\_  
DANIEL K. JAGGERS  
General Manager

ATTEST:

CLAUDEEN C. DIAZ  
BCVWD Board Secretary

By \_\_\_\_\_

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District  
Beaumont MDP Line 16 (aka Recharge Basin Feeder)  
Project No. 5-0-00201  
AMR:blm  
[07/15/2020](#)

**ATTACHMENT 3 - DRAFT CO-OP AGREEMENT  
DATED FEBRUARY 17, 2021**

COOPERATIVE AGREEMENT  
Beaumont MDP Line 16, Stage 50  
(Also known as Recharge Basin Feeder)  
Project No. 5-0-00201

This Cooperative Agreement (“Agreement”), dated as of \_\_\_\_\_, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Beaumont-Cherry Valley Water District, special-purpose governmental agency ("BCVWD"), hereby agree as follows:

RECITALS

A. DISTRICT has been awarded a 2015 Integrated Regional Water Management Grant ("IRWM GRANT") from the Santa Ana Watershed Project Authority (SAWPA), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006). The IRWM GRANT award is approximately one million two hundred twenty thousand dollars (\$1,220,000) for the construction of Beaumont MDP Line 16; and

B. Beaumont MDP Line 16 consists of (i) approximately 5,700 lineal feet of an underground storm drain system to be constructed in Grand Avenue and outlets at the westerly end of Grand Avenue into the BCVWD basin ("STORM DRAIN"), and (ii) approximately 1,070 lineal feet of 24-inch, and 172 lineal feet of 36-inch reinforced concrete pipes, beginning approximately at Sta. 23+00 and progresses downstream ("FEEDER LINE"), as shown in concept on Exhibit "A", attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN is the construction of (i) approximately 16 lineal feet of 18-inch and approximately 72 lineal feet of 24-inch reinforced concrete pipes, beginning upstream at Bellflower Avenue and progress downstream to approximately Sta. 23+00; grated drop inlets in Bellflower Avenue; modified manhole with gated

valve in Grand Avenue located upstream of FEEDER LINE ("FEEDER LINE EXTENSION") and (ii) certain storm water recharge infiltration facilities improvements consisting of enhanced spillways, recharge ponds, connector pipes, emergency drains and modification of emergency outlet structure(s) located within BCVWD's Noble Creek Recharge Facility Phase II ("NCRF-PH.II"). Emergency drains and outlet structure(s) will interconnect between existing basins and will ultimately connect to the DISTRICT's existing Noble Creek Channel Stage II, as shown on DISTRICT's Drawing No. 5-0128 ("NOBLE CREEK CHANNEL"). FEEDER LINE EXTENSION and NCRF-PH.II are hereinafter called "BCVWD FACILITIES"; and

D. Together STORM DRAIN, FEEDER LINE and BCVWD FACILITIES are hereinafter called "PROJECT"; and

E. DISTRICT is willing to incorporate the BCVWD FACILITIES as part of its construction contract for PROJECT; and

F. Construction of PROJECT will reduce the demand for imported water and provide necessary flood protection and drainage for a portion of the Cherry Valley community, located north of the City of Beaumont within the County of Riverside; and

G. DISTRICT is willing, pursuant to California Water Code Appendix 48-1 et seq., to contribute funding for the construction of PROJECT which benefits the zone in which the PROJECT is located; and

H. BCVWD is willing to prepare, or cause to be prepared, the necessary plans and specifications for the BCVWD FACILITIES; and

I. DISTRICT is willing to allow BCVWD to provide input to DISTRICT consultant and engineer for record, JLC Engineering and Consulting, Inc. (JLC), to prepare the necessary plans and specifications for BCVWD FACILITIES, which includes design of the outlet to NOBLE CREEK CHANNEL, design of modifications to pond transfer pipes, and preparation

of all necessary technical report providing calculations, hydraulic modeling, and other parameters documenting the design approach and operations. DISTRICT intends to amend JLC's scope of work to include the services that are deemed necessary to design the BCVWD FACILITIES as identified and directed by BCVWD and DISTRICT; and

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J. BCVWD is willing to reimburse DISTRICT for JLC's costs in preparing the necessary plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120), hereinafter called "BCVWD DESIGN COST"; and

K. Due to mutual interests in this PROJECT, DISTRICT and BCVWD are willing to make a financial contribution towards construction of the PROJECT based on a jointly funded cost share contribution, as provided in this agreement for an estimated total PROJECT cost of Six Million Five Hundred Thousand Dollars (\$6,500,000), hereinafter called ("ESTIMATED CONSTRUCTION COST"); and

L. PROJECT construction costs are set forth herein and subject to the not to exceed amount provided herein:

(i) One hundred percent (100%) of the lowest responsible bid contract price for the PROJECT ("CONSTRUCTION COST"), plus any DISTRICT approved construction contract change orders ("CHANGE ORDERS"). Together, CONSTRUCTION COST and CHANGE ORDERS are called "ACTUAL CONSTRUCTION COST"; and

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M. If ACTUAL CONSTRUCTION COST exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD is willing to enter into a negotiation with the intent of completing an addendum setting forth additional priority funding required to complete PROJECT construction; and

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N. The IRWM GRANT would fund a portion of the CONSTRUCTION COST for PROJECT, while requiring local funding to complete the PROJECT. The IRWM GRANT further required DISTRICT and BCVWD to jointly complete the design and construction of PROJECT by September 30, 2021, however, this completion date has been extended to September 30, 2022, due to local area emergency activities and associated impacts. The CONSTRUCTION COST minus IRWM GRANT of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000) will result in a total cost shared for the PROJECT, hereinafter called "SHARED COST"; and

O. BCVWD and DISTRICT wishes to jointly partner in the funding of PROJECT by providing a financial contribution of fifty percent (50%) of the SHARED COST, as set forth in Recital N; and

P. BCVWD is willing to reimburse DISTRICT for fifty (50%) of the remainder of SHARED COST ("BCVWD CONTRIBUTION"), provided that the ACTUAL CONSTRUCTION COST shall not exceed the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000); and

Q. If the IRWM GRANT is not disbursed, SHARED COST will become equal to ACTUAL CONSTRUCTION COST. DISTRICT's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Four Hundred Thousand Dollars (\$3,400,000), hereinafter called "DISTRICT CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above). BCVWD's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Four Hundred Thirty Eight Thousand One Hundred Twenty Dollars (\$3,438,120), hereinafter called "BCVWD CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above); and



R. Prior to advertising PROJECT for construction bids, BCVWD shall prepare, subject to DISTRICT approval, a comprehensive operation and maintenance plan (O&M PLAN) for the BCVWD FACILITIES setting forth the maintenance responsibilities of the parties for the PROJECT; and

S. All parties recognize that, DISTRICT and BCVWD share routine maintenance responsibilities between the FEEDER LINE and FEEDER LINE EXTENSION as explicitly defined in Recitals B and C above. BCVWD is responsible to monitor the debris and sediment flowing in the grated inlets in Bellflower Avenue and keep the FEEDER LINE EXTENSION clean of debris and sediment. In the event debris and sediment flow is eminent and the grated inlets in Bellflower Avenue cannot be protected from entering the FEEDER LINE EXTENSION, BCVWD shall immediately close the gate valve in the modified manhole located at approximately Station 23+00 to protect the debris and sediment from clogging the DISTRICT's FEEDER LINE. Failure by BCVWD to close the gate valve in a timely manner resulting in clogging of the DISTRICT's FEEDER LINE, will trigger additional maintenance costs that shall be borne solely by BCVWD; and

T. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and BCVWD with respect to design, construction, inspection, ownership, operation and maintenance, and funding of PROJECT construction.

NOW, THEREFORE, in consideration of the preceding recitals which are true and correct and incorporated into the operative provisions below and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

#### SECTION I – DISTRICT OBLIGATIONS

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Review and approve the O&M PLAN as it pertains to BCVWD FACILITIES and the DISTRICT's flood control operations of the NOBLE CREEK CHANNEL.
3. Prepare or cause to be prepared, STORM DRAIN construction plans and specifications ("STORM DRAIN PLANS").
4. Amend JLC's scope of work to include the design, plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
5. Upon execution of this Agreement, issue the first invoice to BCVWD for BCVWD DESIGN COST in the amount of Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
6. Include the BCVWD approved and signed BCVWD FACILITIES as part of DISTRICT's construction contract for PROJECT.
7. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any Federal, State and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional

Conservation Authority, and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

8. Advertise, award and administer a public works construction contract for PROJECT .

9. Provide BCVWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to BCVWD shall include the Contractor's actual bid amounts for BCVWD FACILITIES.

10. Pursuant to the successful bidder's proposal to construct the PROJECT, issue a second invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000), at the time of providing written notice to BCVWD of the award of a construction contract, as set forth in Section I.9.

11. Prior to commencing construction, schedule and conduct a pre-construction meeting between DISTRICT and other affected entities. DISTRICT shall also notify and invite BCVWD personnel to attend the PROJECT pre-construction meeting.

12. Notify BCVWD in writing at least fourteen (14) working days prior to the start of construction of the BCVWD FACILITIES.

13. Furnish BCVWD, at the time of providing written notice for the pre-construction meeting as set forth in Section I.12., with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

14. Not permit any change to, or modification of, the BCVWD FACILITIES without the prior written permission and consent of BCVWD.

15. Construct, or cause to be constructed, PROJECT, including BCVWD FACILITIES and pay its respective shared costs associated herewith.

16. Inspect, or cause to be inspected, construction of PROJECT.

17. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and BCVWD employees on the site.

18. Require its construction contractor(s) to include BCVWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include BCVWD as a third party beneficiary of any and all warranties of the contractor's work with regard to the BCVWD FACILITIES.

19. Once PROJECT construction progress payment nears thirty percent (30%), issue a third invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000).

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20. Keep an accurate accounting of all DISTRICT approved (and BCVWD reviewed and accepted) change orders and other such construction contract documents as may be necessary, to establish the ACTUAL CONSTRUCTION COST, and include this with a copy of DISTRICT's Notice of Completion, as set forth in Section I.22.

21. Upon completion of PROJECT construction, issue a fourth invoice to BCVWD for the remainder of BCVWD CONTRIBUTION, unless otherwise adjusted by successful negotiation of an addendum for additional priority funds as described in Recital M.

22. Within fourteen (14) working days of completing BCVWD FACILITIES construction, provide BCVWD with written notice that construction is complete and requesting that BCVWD conduct final inspections of BCVWD FACILITIES.

23. Upon completion of PROJECT construction and settlement of any outstanding claims for PROJECT, provide BCVWD with a copy of DISTRICT's Notice of Completion as set forth in Section I.22. In the event ACTUAL CONSTRUCTION COST exceeds

Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD will negotiate an addendum for additional priority funding in accordance with Recital M. DISTRICT will issue a final invoice to BCVWD for its fifty percent (50%) cost share of the difference as set forth in said future addendum. If applicable, DISTRICT will return any unexpended BCVWD CONTRIBUTIONS to BCVWD.

24. Upon BCVWD's acceptance of BCVWD FACILITIES for ownership, operation and maintenance, provide BCVWD with a reproducible duplicate set of "Record Drawings" of STORM DRAIN PLANS and BCVWD FACILITIES.

25. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN and FEEDER LINE.

26. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

## SECTION II – BCVWD OBLIGATIONS

BCVWD shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

2. Prepare or cause to be prepared: (i) BCVWD FACILITIES utilizing JLC's services as set forth in Section I.4 and (ii) the O&M PLAN, and submit to DISTRICT for its review and approval, as appropriate, prior to advertising PROJECT for construction bids.

3. The O&M PLAN shall clearly show that the NCRF-PH.II basins will reserve a storage volume to ensure no discharge occurs to the NOBLE CREEK CHANNEL from storms up to and including the 10-year, 3 hour frequency (determined to be approximately 40 Acre - Feet).

4. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's first invoice for BCVWD DESIGN COST, as set forth in Section I.5.

5. Prior to commencing construction, obtain at its sole cost and expense, any permits, licenses, or other agreements required for water rights related to the PROJECT.

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6. Review and accept any CHANGE ORDERS and other such construction contract documents for PROJECT.

7. Prior to the expiration of REGULATORY PERMITS, obtain renewals for any/all necessary permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the continuing operation and maintenance of the BCVWD FACILITIES ("ONGOING REGULATORY PERMITS"). ONGOING REGULATORY PERMITS include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority.

8. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's second invoice, for a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.10.

9. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) and rights required to construct PROJECT within BCVWD jurisdiction and/or on BCVWD properties.

10. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's third invoice, for a partial payment of BCWVD CONTRIBUTION, as set forth in Section I.19.

11. Inspect the construction of PROJECT, including BCVWD FACILITIES, for quality control purposes at its sole cost. DISTRICT and BCVWD hereby pledge to work together cooperatively to inspect construction improvements for BCVWD FACILITIES. However, DISTRICT personnel shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and implementation of BCVWD FACILITIES.

12. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's fourth invoice, for the remainder of BCWVD CONTRIBUTION, as set forth in Section I.21.

13. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of BCVWD FACILITIES.

14. Upon completion of PROJECT construction and settlement of any outstanding claims and upon receipt of DISTRICT's Notice of Completion as set forth in Sections I.22 and I.23, pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's final invoice, for its cost share of the excess amount, if applicable and as adjusted by successful negotiation of addendum as set forth in Recital M. In the event ACTUAL CONSTRUCTION COSTS are less than the ESTIMATED CONSTRUCTION COSTS, DISTRICT shall return any unexpended funds to BCVWD within forty-five (45) working days as described in Section I.23.

15. Upon its determination that BCVWD FACILITIES is satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of BCVWD FACILITIES.

16. Grant DISTRICT, by execution of this Agreement, the right to construct, and inspect PROJECT, and maintain STORM DRAIN within BCVWD owned rights of way or easements.

17. Order the relocation of all BCVWD facilities installed by permit or franchise within BCWVD rights of way that are in direct conflict with PROJECT. Said BCVWD facilities shall be relocated at BCVWD's expense. BCVWD shall determine limits of BCVWD facilities requiring relocation.

### SECTION III

It is further mutually agreed:

1. ACTUAL CONSTRUCTION COST for PROJECT shall not exceed a total sum of Six Million Eight Hundred Thousand Dollars (\$6,800,000) and shall be used solely for the purpose of constructing PROJECT as set forth herein.

2. The obligation(s) of the DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the PROJECT. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify BCWVD in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of such DISTRICT notification to BCWVD.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, ownership, operation or maintenance of BCVWD FACILITIES. Nevertheless, DISTRICT and the Riverside County Transportation Department anticipate entering into a separate Cooperative Agreement whereby the two parties will stipulate their respective responsibilities with regard to ownership, operation and maintenance of the constructed PROJECT.



4. Except as otherwise provided herein, all construction work involved with PROJECT, shall be inspected by DISTRICT and BCVWD, and shall not be deemed complete until approved and accepted as complete by DISTRICT.

5. In the event BCVWD desires to include any additional work as part of the BCVWD FACILITIES construction, BCVWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work requested. Payment for BCVWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

6. DISTRICT and BCVWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

7. DISTRICT shall indemnify, defend, save and hold harmless BCVWD (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to DISTRICT's obligations under this Agreement as set forth in Section I above, DISTRICT's performance under this Agreement, or DISTRICT's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

8. BCVWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to BCVWD's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to BCVWD's obligations under this Agreement as set forth in Section II above, BCVWD's performance under this Agreement, or BCVWD's failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

9. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

10. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Design Section

BEAUMONT-CHERRY VALLEY  
DISTRICT  
560 Magnolia Avenue  
Beaumont, CA 92223  
Attn: Dan Jagers

11. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

12. This Agreement is to be construed in accordance with the laws of the State of California. Neither BCVWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

13. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

16. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the

CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

\_\_\_\_\_  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
JASON E. UHLEY  
General Manager-Chief Engineer

By \_\_\_\_\_  
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By \_\_\_\_\_  
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District  
Beaumont MDP Line 16 (aka Recharge Basin Feeder)  
Project No. 5-0-00201  
AMR:blm  
02/17/2021

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

By \_\_\_\_\_  
DANIEL K. JAGGERS  
General Manager

ATTEST:

ANDY RAMIREZ  
BCVWD Board Secretary

By \_\_\_\_\_

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District  
Beaumont MDP Line 16 (aka Recharge Basin Feeder)  
Project No. 5-0-00201  
AMR:blm  
02/17/2021

# Item 7

Table 1

	1/31/2021	12/31/2020	11/30/2020	10/29/2020
<b>Total Revenue Loss (Due to COVID-19)</b>				
Inactivation Fee Revenue Loss (\$50 each) for Non-Payment Customers	\$ 158,450	\$ 110,950	\$ 62,400	\$ 51,600
Late Notification Fees Revenue Loss (\$5 each) waived	\$ 67,215	\$ 67,215	\$ 54,320	\$ 50,815
Credit Card Processing Fees Revenue Loss (\$1.75 each) waived	\$ 52,763	\$ 52,763	\$ 46,725	\$ 40,588
<b>Total</b>	<b>\$ 278,428</b>	<b>\$ 230,928</b>	<b>\$ 163,445</b>	<b>\$ 143,003</b>

Table 2

Timeframe	# of Plans Issued	Total Amount Payment Plans Issued
As of 03/31/20	5	\$ 5,080.46
4/01/20 to 4/30/20	3	\$ 573.77
5/01/20 to 5/31/20	0	\$ -
6/01/20 to 6/30/20	13	\$ 2,370.80
7/01/20 to 7/31/20	14	\$ 29,506.27
8/01/20 to 8/31/20	6	\$ 35,094.09
9/01/20 to 9/30/20	10	\$ 1,885.52
10/01/20 to 10/31/20	12	\$ 2,756.06
11/01/20 to 11/30/20	6	\$ 1,525.49
12/01/20 to 12/31/20	12	\$ 3,067.60
01/01/21 to 01/31/21	9	\$ 2,912.20
<b>Total Payment Plan Requests</b>	<b>90</b>	<b>\$ 84,772</b>

Payment plans that were requested from March 2020 to the date of the report SB 998 (effective 2/1/2020) gives the customers 60 days after delinquency to pay

Table 3

Timeframe	Quantity of Non-Payment Customers
3/27/20 to 3/31/20	0
4/01/20 to 4/30/20	0
5/01/20 to 5/31/20	16
6/1/20 to 6/30/20	15
7/1/20 to 7/31/20	45
8/1/20 to 8/31/20	44
9/01/20 to 9/30/20	65
10/01/20 to 10/31/20	89
11/01/20 to 11/30/20	114
12/01/20 to 12/31/20	192
01/01/21 to 01/31/21	1591
<b>Total Non-Payment Customers</b>	<b>2171</b>

Remaining number of accounts with non-shut offs, payments still pending Due to payment plan efforts, 828 customers have paid their bills in full since the Letters issued for payment plans went out beginning in March 2020

**BCVWD**  
**Accounts with Balances as of January 31, 2021 and January 31, 2020**

	Year 2021		Year 2020		Change: 2021 AR Increase from 2020	
	Qty of Accounts	Amount Due	Qty of Accounts	Amount Due	Qty of Accounts	Amount Due
<b>Total Number of Active Accounts with Balances</b>	12,092	\$1,180,098	10,584	\$1,158,601	1,508	\$21,497
<b>Total Number of Active Accounts</b>	19,753		19,350		403	
<b>Accounts Paid In Full</b>	7,661		8,766		(1,105)	

**BCVWD**  
**Accounts with no payments since 3/26/2020**

As 1/31/2021

**Accounts by Status**

Acct Status	Number of Accounts	Open Balances
Active	37	\$ 18,699.84
New with no payment	48	\$ 15,039.92
Locked	3	\$ 1,029.13
Closed account	35	\$ 11,768.26
	<b>123</b>	<b>\$ 46,537.15</b>

*locked account at the request of the owner. No occupants.  
(irrigation accounts, multiple properties not rented out, etc. don't  
want to get charged for flat monthly fee)*

1" : \$48.24  
5/8" : \$22.58



**Beaumont-Cherry Valley Water District**  
**Statement of Cash Flows (unaudited)**  
**For the One Month\* Ended January 28, 2021 and January 31, 2020**

<b>YEAR-TO-DATE CASH &amp; INVESTMENT FLOWS</b>	<b>January 28, 2021</b>	<b>January 31, 2020</b>	<i>For reference only</i> <b>January 31, 2019</b>	<b>\$ Change 2021 to 2020</b>
<b>Cash flows from operating activities:</b>				
Receipts from customers	\$ 879,785	\$ 1,039,896	\$ 1,205,480	\$ (160,112) <span style="color: red;">(1)</span>
Receipts from developers (unrestricted)	4,478	39,130	91,990	(34,652)
Other receipts	1,720	50,844	30,518	(49,124)
Payments to employees for salaries and benefits	(313,946)	(365,046)	(307,072)	51,100
Payments to suppliers and service providers	(366,159)	(502,522)	(629,490)	136,362 <span style="color: red;">(2)</span>
Receipt (refund) of customer deposits	(2,192)	(3,744)	(13,744)	1,552
Net cash (used) provided (for) by operating activities	203,685	258,558	377,682	(54,873)
<b>Cash flows from capital and related financing activities:</b>				
Acquisition and construction of capital assets	(5,573)	(103,193)	(90,834)	\$ 97,620 <span style="color: red;">(3)</span>
Cash received from sale of capital assets	-	-	-	-
Capital contributions	-	69,546	723,410	(69,546)
Net cash provided by capital and related financing activities	(5,573)	(33,647)	632,576	28,074
<b>Cash flows from investing activities:</b>				
Interest received	58	127,210	271,019	(127,152) <span style="color: red;">(4)</span>
Net increase in cash and cash equivalents	198,170	352,121	1,281,277	(153,951)
<b>Cash and investments, beginning of year</b>	66,197,077	61,365,441	58,656,814	4,831,636
<b>Cash and investments, January 28/31</b>	\$ 66,395,247	\$ 61,717,562	\$ 59,938,091	\$ 4,677,685
 <b>CASH &amp; INVESTMENT BALANCE CLASSIFICATIONS</b>				
<b>Restricted Cash and Investments</b>				
Restricted Cash and Investments - Capital Commitments	\$ 33,073,997	\$ 29,591,776	\$ 26,972,019	\$ 3,482,221
Restricted Cash and Investments - Funds Held for Others	3,163,353	3,691,535	3,695,314	(528,182)
<b>Total Restricted Cash and Investments</b>	\$ 36,237,350	\$ 33,283,311	\$ 30,667,333	\$ 2,954,039

**YEAR-TO-DATE CASH & INVESTMENT FLOWS**

**Unrestricted Cash and Investments**

Designated:

Reserve for Operations (3 months of budg. op. expenses)  
 Emergency Reserve (15% of budg. op. expenses)  
 Capital Replacement Reserve

**Total Unrestricted Cash and Investments**

Total Cash and Investments

	January 28, 2021	January 31, 2020	For reference only January 31, 2019	\$ Change 2021 to 2020
	\$ 4,693,254	\$ 3,583,299	\$ 3,371,679	\$ 1,109,955
	\$ 2,815,953	2,149,979	1,917,641	665,974
	22,648,691	22,700,973	23,981,438	(52,283)
<b>Total Unrestricted Cash and Investments</b>	<b>\$ 30,157,897</b>	<b>\$ 28,434,251</b>	<b>\$ 29,270,758</b>	<b>\$ 1,723,646</b>
Total Cash and Investments	\$ 66,395,247	\$ 61,717,562	\$ 59,938,091	\$ 4,677,685

**NOTES:**

\*Report prepared on 01/28/2021, excludes some January activity

(1) Due to COVID-19 circumstances causing shortage of staff, no billings have been done in January 2021

(2) Primarily SCE (well pumping costs) and SGPWA (imported water purchases).

(3) 2020: Primarily Beaumont Ave. Service Line Replacement

(4) Due to COVID-19 circumstances causing shortage of staff, interest received in 2021 has not been recorded in accounting system



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
February 25, 2021**

**Item 9**

Update: Legislative Action and Issues Affecting BCVWD

Federal				New or Change in Status (New/Y/N)
Issue	Status	Description		
<b>HR535: Amend the Social Security Act to include special districts in the coronavirus relief fund</b>	1/28/21 – Introduced. Ref to Committee on Oversight and Reform, and in addition to the Committee on Financial Services	S. Representative John Garamendi, D-Calif., and U.S. Senator Kyrsten Sinema, D-Ariz., re-introduced landmark special districts legislation ( <a href="#">H.R. 535</a> and <a href="#">S. 91</a> , the Special Districts Provide Essential Services Act) to provide special districts with certain access to future local government pandemic relief  See also S. 91	<b>New</b>	
<b>R 199: To provide funding for cities, counties, and other units of general local government to prevent, prepare for, and respond to coronavirus.</b>	1/5/21 – Introduced, ref to Com on Appropriations	Rep. Antonio Delgado Press Release: Re-introduced bipartisan Direct Support for Communities Act to ensure that every single community, regardless of size, can access urgently needed COVID-19 relief funding from the federal government.  In March 2020, Congress passed the CARES Act, which provided \$500 billion for communities with over 500,000 residents, meaning smaller towns and cities were unable to access desperately needed federal COVID-19 relief funding to help make ends meet. In May of last year, to respond to the concerns of local communities, Reps. Delgado and Zeldin introduced a bipartisan solution: the Direct Support for Communities Act. The bill creates a funding mechanism that allows smaller communities direct access to federal funding. These funds will help prevent the layoffs of public health care workers, firefighters, police, sanitation workers, teachers and other vital public servants, and ensure that all counties, cities, towns, and villages, regardless of size, have the financial resources needed to continue to provide these necessary services and to avoid local tax and fee increases that will put more burden on already cash-strapped families and businesses in this crisis. The Direct Support for Communities Act was the formula adopted in both the Heroes and Updated Heroes Act, which the House passed in 2020.	<b>NEW</b>	

California

The deadline for submission of bills was Feb. 19, 2021. As of 2/11/21, more than 800 have been introduced for consideration in this legislative period, and significantly more are expected.

**Governor Newsom recall:** The recall effort has gathered approximately 1.5 million signatures, potentially enough to trigger a statewide special election over the summer or into the fall. The signatures will need to be validated by the Registrar of Voters by March 17. Any recall could jeopardize water projects such as the Delta Conveyance, the climate resilience bond proposal, support for voluntary agreements, and the Governor's Water Resilience Portfolio.

**California \$202.1 billion 2021-22 Fiscal Year Budget Proposal from Gov. Newsom**

1/8/2021 - Gov. Newsom presented his Budget Proposal. Comment by CSDA: While the impact of the COVID-19 pandemic reverberated throughout the presentation, Newsom sought to emphasize that the initiatives to be undertaken by his administration in the coming weeks and months were part-and-parcel with the state's insurgent recovery. The overarching theme of the budget presentation was the strengthening and building upon Governor Newsom's core focus on equity and equitable access, demonstrated in the focused investments in vulnerable and disadvantaged communities. Social and environmental justice was a common thread throughout the Governor's proposed investments aimed at advancing the public's health, in the economics of COVID-19 recovery and job creation, and in climate infrastructure improvements to make communities more resilient. Disaster Assistance: The Budget includes an additional \$282 million General Fund for Cal OES for the following targeted investments which includes \$256.1 million for the California Disaster Assistance Act (CDAA) to assist local governments in serving their communities during and in the wake of emergency events. This funding will be used to repair, restore, or replace public real property damaged or destroyed during disaster events or reimburse local governments for eligible costs associated with emergency activities undertaken in response to a state of emergency proclamation by the Governor.

**WATER:** The Budget proposes \$100 million one-time General Fund, which includes \$50 million as part of the Administration's proposed early action to support water efficiency projects and a transition to sustainable groundwater; the \$100 million includes \$60 million for Sustainable Groundwater Management Act Grants (\$30 million in 2020-21 and \$30 million in 2021-22) to the Department of Water Resources for grants to support economic mitigation planning and groundwater implementation projects across critically over-drafted basins. This additional funding for existing Department grant programs is intended to help local agencies address known data gaps, plan and implement projects, and address deficiencies in initial groundwater sustainability plans.

Additional state investments in regional water resilience include:

- Flood Preparedness-\$183 million in 2021-22, \$365.2 million over the next four years, from various fund sources to leverage \$1.8 billion in federal funds for the flood risk reduction American River Common Features project, the maintenance and strengthening of levees, the support of emergency flood response activities in the Sacramento-San Joaquin Delta (Delta), and the support of collaborative flood risk management.
- Deferred Maintenance-\$75 million one-time General Fund for critical levee repair projects to enhance the state's resilience to catastrophic flooding.

Delta Resilience-\$43.7 million in 2021-22, \$69.6 million over the next five years, from various fund sources to support ecosystem restoration and watershed resilience work on the San Joaquin River and for projects that improve water quality or ecological conditions within the Delta.

Issue	Status	Description	New or Change in Status (New/Y/N)
<p><b>FEDERAL CARES ACT FUNDING:</b> The 2020 Budget Act established a process to allocate \$9.5 billion in CRF provided in the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act, the largest of the bills enacted early in the COVID-19 pandemic. Based on data through September 30, the state had obligated or spent nearly \$8.7 billion of the \$9.5 billion authorized by the CARES Act and included in the 2020 Budget Act. While the deadline to spend to spend CRF was extended through December 31, 2021, the state has been finalizing the allocation and prioritization of the remaining \$800 million in funds to pay for additional emergency response costs, public health expenses, and public safety payroll costs. Unfortunately, special districts have not been targeted to receive these funds as of yet.</p>			
<p>ACA 1 - Local government financing: affordable housing and public infrastructure: voter approval.</p>	<p>12/7/20 - Introduced</p>	<p>CSDA description: 55% vote threshold for special taxes  <b>Summary:</b> The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.</p>	<p>NEW</p>
<p>SB 27: Contaminated sites: the Dominic Cortese "Cortese List" Act of 2021</p>	<p>12/7/20 – Introduced</p>	<p>CSDA Summary 1/13/21: Current law requires the State Department of Health Care Services to compile a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis by local health officers. Current law also requires the State Water Resources Control Board to compile a list of specified information, including, but not limited to, all cease and desist orders and cleanup and abatement orders issued under the Water Code that concern the discharge of wastes that are hazardous materials. Current law requires these agencies to update the information as appropriate, but at least annually, and to submit the information to the Secretary of Environmental Protection. Under current law, the Secretary for Environmental Protection is required to consolidate the information provided by these state agencies and distribute the information in a timely fashion to each city and county in which sites on the lists are located and to any other person upon request. The information consolidated and made available by the Secretary for Environmental Protection is commonly known as the "Cortese List." This bill would enact the Dominic Cortese "Cortese List" Act of 2021 and would recodify the above-described provisions with certain revisions.</p>	<p>NEW</p>

<p><b>SB 45: Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022.</b></p>	<p>12/7/20 - Introduced</p>	<p>CSDA Summary 1/13/21: Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,510,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program. Included is \$45 million for multi-benefit projects that conserve ecosystems while presenting some water storage benefits.</p>	<p><b>NEW</b></p>
<p><b>AB 15: COVID-19 relief: Tenant Stabilization Act of 2021</b></p>	<p>12/7/20 - Introduced</p>	<p><b>Press Release: <a href="#">California State Assembly Bills 15 &amp; 16</a></b>, from Asm. David Chiu (D-San Francisco), will extend and improve AB 3088. AB 15 will:</p> <ul style="list-style-type: none"> <li>• Extend the time period prohibiting evictions for inability to pay rent in full through 2021 and expanding just-cause provisions for eviction.</li> <li>• Curb predatory forms of rent debt collection in court, curb predatory rental repayment agreements, prohibit late fees, and minimize the negative effects of debt for tenants applying for new housing.</li> <li>• Allow city governments to pass stronger local protections if they so choose.</li> <li>• AB 16 will address longer-term concerns around debt, harassment, and relief for rents and mortgages.</li> </ul> <p>AB 15 must pass with a 2/3 majority in the Assembly and State Senate before January 31, 2021 to take effect immediately, while AB 16 needs a simple majority to pass in the coming months.</p> <p>CSDA Summary 1/13/21: Would extend the definition of "COVID-19 rental debt" as unpaid rent or any other unpaid financial obligation of a tenant that came due between March 1, 2020, and December 31, 2021. The bill would also extend the repeal date of the act to January 1, 2026. The bill would make other conforming changes to align with these extended dates. By extending the repeal date of the act, the bill would expand the crime of perjury and create a state-mandated local program.</p>	<p><b>NEW</b></p>
<p><b>AB 16: Tenancies: Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021</b></p>	<p>12/7/20 - Introduced</p>	<p><b>CSDA Summary 1/13/21:</b> Would state the intent of the Legislature to enact the Tenant, Small Landlord, and Affordable Housing Provider Stabilization Act of 2021 to address the long-term financial impacts of the COVID-19 pandemic on renters, small landlords, and affordable housing providers, ensure ongoing housing stability for tenants at risk of eviction, and stabilize rental properties at risk of foreclosure. This bill would include legislative findings and declarations in support of the intended legislation.</p>	<p><b>NEW</b></p>

<p><b>AB 37: Elections: vote by mail ballots.</b> (See also SB 29)</p>	<p>12/7/20 - Introduced</p>	<p><b>This will affect the cost of BCVWD elections.</b> CSDA Summary 1/13/21: Current law required county elections officials to mail a ballot to every registered voter for the November 3, 2020, statewide general election. Existing law, for the November 3, 2020, statewide general election, also required county elections officials to use a specified Secretary of State vote by mail tracking system or a system that meets the same specifications. This bill would extend these requirements to all elections. By requiring county elections officials to mail a ballot to every registered voter, and to take other actions, this bill would impose a state-mandated local program.</p>	<p><b>NEW</b></p>
<p><b>SB 29: Elections: vote by mail ballots.</b> (See also AB 37)</p>	<p>12/7/20 - Introduced</p>	<p>CSDA Summary 1/13/21: Current law required county elections officials to mail a ballot to every registered voter for the November 3, 2020, statewide general election. Existing law, for the November 3, 2020, statewide general election, also required county elections officials to use a specified Secretary of State vote by mail tracking system or a system that meets the same specifications. This bill would extend these requirements to all elections conducted prior to January 1, 2022. By requiring a county elections officials to mail a ballot to every registered voter, and to track those ballots, this bill would impose a state-mandated local program.</p>	<p><b>NEW</b></p>
<p><b>SB 52: State of emergency: local emergency: sudden and severe energy shortage: planned power outage</b></p>	<p>12/7/20 – Introduced</p>	<p>CSDA Summary 1/13/21: Current law defines the terms "state of emergency" and "local emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state or the territorial limits of a local government caused by, among other things, a sudden and severe energy shortage. Current law defines a "sudden and severe energy shortage" as a rapid, unforeseen shortage of energy, resulting from, but not limited to, events such as an embargo, sabotage, or natural disasters, and that has statewide, regional, or local impact. This bill would expand the definition of "sudden and severe energy shortage" to include a "de-energization event," defined as a planned power outage, as specified, and would make a de-energization event one of those conditions constituting a state of emergency and a local emergency.</p>	<p><b>NEW</b></p>
<p><b>SCR 5: State of emergency: COVID-19: termination</b></p>	<p>12/22/20 – Introduced</p>	<p>This measure, in accordance with specified law, would declare that the state of emergency proclaimed by the Governor on March 4, 2020, is at an end, thereby terminating the emergency powers granted to the Governor as a result of that proclamation.</p>	<p><b>NEW</b></p>
<p><b>AB 100: Drinking water: pipes and fittings: lead content</b></p>	<p>12/11/20 – Introduced</p>	<p>The California Safe Drinking Water Act prohibits, with certain exceptions, the use of any pipe, pipe or plumbing fitting or fixture, solder, or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing water for human consumption. The act defines "lead free" for purposes of conveying or dispensing water for human consumption to mean not more than 0.2% lead when used with respect to solder and flux and not more than a weighted average of 0.25% lead when used with respect to the wetted surfaces of pipes and pipe fittings, plumbing fittings, and fixtures. This bill would additionally define "lead free," with respect to endpoint devices, as defined, to mean that the devices do not leach more than one microgram of lead under certain tests and meeting a specified certification.</p>	<p><b>NEW</b></p>

<p><b>AB 59 - Mitigation Fee Act: fees: notice and timelines</b></p>	<p>12/7/20 – Introduced 1/11/21 – Ref to Committees on Local Govt. and Housing &amp; Community Development</p>	<p>ACWA Opposes. ACWA Comment: AB 59, introduced by Assembly Member Jessie Gabriel (D-Woodland Hills), attempts to ease the public's ability to challenge water and sewer connection fees and capacity charges in court. Existing law allows a party to challenge a connection fee or capacity charge within 120 days from the date the agency adopts the fee or charge. AB 59 would repeal existing law and allow applicants for a new connection to sue the agency years after the fee or charge was adopted. Additionally, the bill would give plaintiffs advantages over the agency once in the courtroom, such as limiting the evidence an agency can introduce in defending the fee or charge. ACWA recently adopted an oppose position on AB 59 and will work with a coalition of local government agencies opposing this bill in the Legislature.</p>	<p><b>NEW</b></p>
<p><b>AB 339 – State and Local Government: Open Meetings</b></p>	<p>1/28/21 - Introduced</p>	<p><b>CSDA Summary:</b> Current law requires all meetings, as defined, of a house of the Legislature or a committee thereof to be open and public, and requires all persons to be permitted to attend the meetings, except as specified. This bill would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or an internet-based service option that provides closed captioning services and requires both a call-in and an internet-based service option to be provided to the public. The bill would require all meetings to provide the public with an opportunity to comment on proposed legislation, as provided, and requires translation services to be provided for the 10 most-spoken languages, other than English, in California, and would require those persons commenting in a language other than English to have double the amount of time as those giving a comment in English, if time restrictions on public comment are utilized, except as specified. The bill would require instructions on how to attend the meeting to be posted at the time notice of the meeting is publicized, as specified. This bill would require legislative bodies of local agencies, and state bodies, as defined, to translate agendas and instructions for accessing the meeting to be translated into all languages for which 5% of the population in the area governed by the local agency, or state body's jurisdiction, are speakers.</p>	<p><b>NEW</b></p>
<p><b>AB 343: California Public Records Act: Ombudsperson</b></p>	<p>1/28/21 - Introduced</p>	<p><b>CSDA Summary:</b> Would establish, within the California State Auditor's Office, the California Public Records Act Ombudsperson. The bill would require the California State Auditor to appoint the ombudsperson subject to certain requirements. The bill would require the ombudsperson to receive and investigate requests for review, as defined, determine whether the denials of original requests, as defined, complied with the California Public Records Act, and issue written opinions of its determination, as provided. The bill would require the ombudsperson to create a process to that effect, and would authorize a member of the public to submit a request for review to the ombudsperson consistent with that process. The bill would require the ombudsperson, within 30 days from receipt of a request for review, to make a determination, as provided, and would require the ombudsperson to require the state agency to provide the public record if the ombudsperson determines that it was improperly denied.</p>	<p><b>NEW</b></p>



<p><b>AB 346: Privacy Breach.</b></p>	<p>1/28/21 – Introduced</p>	<p><b>CSDA Summary:</b> The Information Practices Act of 1977 requires an agency, which includes a local agency, that owns or licenses computerized data that includes personal information, as defined, to disclose expeditiously and without unreasonable delay a breach in the security of the data to a resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person, or whose encrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person, and the encryption key or security credential licenses the encrypted information has a reasonable belief that the encryption key or security credential could render that personal information readable or useable. Current law also requires an agency that maintains computerized data that includes personal information that the agency does not own to notify the owner or licensee of the information of any breach of the security of the data immediately following discovery, if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person. This bill would make the above-described requirements applicable if the information is accessed by an unauthorized person.</p> <p style="text-align: center;"><b>NEW</b></p>
<p><b>AB 80: COVID-19 Relief: Tenancy: Federal Rental Assistance</b> (see also SB 91)</p>	<p>12/7/20 – Introduced 1/27/20 – Third reading</p>	<p><b>CSDA Summary:</b> Current law prohibits a landlord from interrupting or terminating utility service furnished to a tenant with the intent to terminate the occupancy of the tenant, and imposes specified penalties on a landlord who violates that prohibition. Current law, until February 1, 2021, imposes additional damages in an amount of at least \$1,000, but not more than \$2,500, on a landlord that violates that prohibition, if the tenant has provided a declaration of COVID-19 financial distress, as specified. This bill would extend the imposition of those additional damages from February 1, 2021, to July 1, 2021.</p> <p style="text-align: center;"><b>NEW</b></p>
<p><b>SB 91: COVID-19 Relief: Tenancy: Federal Rental Assistance</b> (See also AB 80)</p>	<p>12/16/20 – Introduced 1/29/21 – Signed by Gov and CHAPTERED</p>	<p><b>CSDA Summary:</b> Current law prohibits a landlord from interrupting or terminating utility service furnished to a tenant with the intent to terminate the occupancy of the tenant, and imposes specified penalties on a landlord who violates that prohibition. Current law, until February 1, 2021, imposes additional damages in an amount of at least \$1,000, but not more than \$2,500, on a landlord that violates that prohibition, if the tenant has provided a declaration of COVID-19 financial distress, as specified. This bill would extend the imposition of those additional damages from February 1, 2021, to July 1, 2021.</p> <p style="text-align: center;"><b>NEW</b></p>
<p><b>AB 464: Enhanced Infrastructure Financing Districts: allowable facilities, projects, and costs.</b></p>	<p>2/8/21 – Introduced</p>	<p><b>CSDA Summary:</b> Current law authorizes the legislative body of a city or a county to establish an enhanced infrastructure financing district to finance public capital facilities or other specified projects of communitywide significance that provide significant benefits to the district or the surrounding community, including, but not limited to, the acquisition, construction, or repair of industrial structures for private use. Current law authorizes a district to finance the ongoing or capitalized costs to maintain facilities financed in whole or in part by the district, but prohibits the use of proceeds of bonds issued to finance maintenance of any kind. This bill would remove the prohibition on the use of proceeds of bonds issued to</p> <p style="text-align: center;"><b>NEW</b></p>

<p><b>SB 222 - Water Affordability Assistance Program</b></p>	<p>1/15/21 – Introduced 2/8/21 – Ref to Energy, Utilities and Communications and Environmental Quality Committees</p>	<p>finance maintenance of any kind. The bill would remove, from the list of facilities and projects the district may fund, the acquisition, construction, or repair of industrial structures for private use</p> <p>Existing law requires the state board, by January 1, 2018, to develop a plan for the funding and implementation of the Low-Income Water Rate Assistance Program, as prescribed. Existing law requires the state board, by February 1, 2018, to report to the Legislature on its findings regarding the feasibility, financial stability, and desired structure of the program, including any recommendations for legislative action that may need to be taken.</p> <p>This bill would establish the Water Affordability Assistance Fund in the State Treasury to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. The bill would make moneys in the fund available upon appropriation by the Legislature to the state board to provide, as part of the Water Affordability Assistance Program established by the bill, direct water bill assistance, water bill credits, water crisis assistance, affordability assistance, and short-term assistance to public water systems to administer program components. The bill would impose requirements on the state board in connection with the program, including, among others, developing guidelines and fund oversight procedures for implementation of the program by January 1, 2023, consulting with an advisory group, and adopting an annual fund expenditure plan.</p> <p>ACWA comments: SB 222, introduced by Senator Bill Dodd (D-Napa), would create a state-run water rate financial assistance program for low income Californians. This bill follows a 2020 report from the State Water Resources Control Board — mandated by AB 401 (Dodd, 2015) — that studied how such a program could be organized and financed. ACWA provided the State Water Board with detailed comment letters to help shape the recommendations in that report. ACWA has not yet adopted a position on SB 222, but has identified this bill as a priority this year. ACWA believes there is a way to create a reasonable and effective water rate assistance program; however, SB 222 presents several concerns. For example, while the State Water Board report estimates that such a program could cost the state more than \$600 million, SB 222 does not identify a funding source for the program. ACWA also has concerns with how SB 222 proposes to structure key elements of the program. ACWA has organized a working group to help provide technical input, and staff will work diligently with the proponents of the bill throughout the year.</p> <p>Not feasible without overhaul of Prop. 218. Any “forgiveness” of arrearages would constitute a gift of public funds.</p>	<p><b>NEW</b></p>
<p><b>SB 223: Discontinuation of residential water service</b></p>	<p>1/14/21 – Introduced. 1/28/21 – Ref. to Com. on JUD. rescinded because of limitations</p>	<p><b>ACWA comments:</b> Introduced as companion legislation to SB 222, SB 223 (Dodd) would create new restrictions on the ability of water suppliers to discontinue residential service for nonpayment. The bill comes three years after the legislature passed SB 998 (Dodd), which created a one-size-fits-all statewide water service shutoff law, and just one year after water agencies began implementing that law. The</p>	<p><b>NEW</b></p>

	<p>placed on committee hearings due to ongoing health and safety risks of the COVID-19 virus 1/28/21 – Ref to Energy, Utilities and Communications and Environmental Quality Committees</p>	<p>author's intent with SB 223 is to strengthen and extend existing statutorily required protocols and procedures to protect low-income households that face, or have already experienced, discontinuation of water service due to nonpayment. However, the bill re-writes several key provisions in SB 998, without any evidence that such changes are necessary. The bill also proposes that water agencies forgive unpaid debt, raising significant concerns about the bill's compliance with Proposition 218 and the potential financial impact on ACWA member agencies. ACWA adopted an oppose unless-amended position and anticipates working closely with the author throughout the year.</p>	
<p><b>SB 323: Local government: water or sewer service: legal actions</b></p>	<p>2/5/21 - Introduced</p>	<p><b>ACWA requests member support.</b> ACWA is urging members to support SB 323, which would improve financial stability for public agencies by creating a statute of limitations for legal challenges to water and sewer service rates.</p> <p>The bill is sponsored by ACWA and authored by Senator Anna Caballero (D-Salinas). It would provide public agency water and sewer service rates the same protections already afforded to fees and charges that fund other essential government services. It would also give ACWA member agencies more financial certainty by helping to prevent costly and time-consuming litigation challenging rates and charges years after they have been adopted and collected, while still ensuring that adopted rates and charges comply with Proposition 218 and other existing laws.</p> <p><b>CSDA Summary:</b> Current law prohibits a local agency from imposing fees for specified purposes, including fees for water or sewer connections, as defined, that exceed the estimated reasonable cost of providing the service for which the fee is charged, unless voter approval is obtained. Current law provides that a local agency levying a new a water or sewer connection fee or increasing a fee must do so by ordinance or resolution. Current law requires, for specified fees, including water or sewer connection fees, any judicial action or proceeding to attack, review, set aside, void, or annul an ordinance, resolution, or motion adopting a new fee or service charge or modifying an existing fee or service charge to be commenced within 120 days of the effective date of the ordinance, resolution, or motion according to specified procedures for validation proceedings. This bill would apply the same judicial action procedure and timelines, as stated above, to ordinances, resolutions, or motions adopting, modifying, or amending water or sewer service fees or charges, except as provided.</p>	<p><b>New</b></p>

<p><b>AB 377 - Water quality: impaired waters</b></p>	<p>2/11/21 – Introduced 2/12/21 – Ref to Com on Environmental Safety &amp; Toxic Materials</p>	<p>Assembly News Release 2/21/21: Approaching the 50th Anniversary of the Clean Water Act, roughly 95% of all California waterways remain impaired</p> <p>SACRAMENTO – On Tuesday, Assemblymember Robert Rivas (D-Hollister), Senate Majority Leader Bob Hertzberg (D-Van Nuys) and California Coastkeeper Alliance introduced the California Clean Water Act, Assembly Bill 377, legislation that will put California back on track to eliminate impaired waterways and make all waters statewide suitable for conversion to drinking water, swimming, and fishing by 2050.</p> <p>Specifically, the California Clean Water Act will require the State and Regional Water Boards to close permit loopholes, ensure that all dischargers are in compliance with water quality standards, and direct a larger proportion of existing funding toward cleaning up impaired waterways. The effects of this bill will be especially significant in disadvantaged communities, where water is disproportionately likely to be polluted or even toxic.</p> <p>Bill verbiage: Under existing law, the State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the federal national pollutant discharge elimination system (NPDES) permit program established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act. Existing law requires each regional board to formulate and adopt water quality control plans for all areas within the region, as provided.</p> <p>This bill would require all California surface waters to be fishable, swimmable, and drinkable by January 1, 2050, as prescribed. The bill would prohibit the state board and regional boards from authorizing an NPDES discharge, waste discharge requirement, or waiver of a waste discharge requirement that causes or contributes to an exceedance of a water quality standard, or from authorizing a best management practice permit term to authorize a discharge that causes or contributes to an exceedance of a water quality standard in receiving waters. The bill would prohibit, on or after January 1, 2030, a regional water quality control plan from including a schedule for implementation for achieving a water quality standard that was adopted as of January 1, 2021, and would prohibit a regional water quality control plan from including a schedule for implementation of a water quality standard that is adopted after January 1, 2021, unless specified conditions are met. The bill would prohibit an NPDES permit, waste discharge requirement, or waiver of a waste discharge requirement from being renewed, reissued, or modified to contain effluent limitations or conditions that are less stringent than those in the previous permit, requirement, or waiver.</p>
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<p><b>AB 473: California Public Records Act</b></p>	<p>2/8/21 - Introduced</p>	<p><b>Nonsubstantive. CSDA Summary:</b> The California Public Records Act requires state and local agencies to make their records available for public inspection, unless an exemption from disclosure applies. This bill would recodify and reorganize the provisions of the act. The bill would include provisions to govern the effect of recodification and state that the bill is intended to be entirely nonsubstantive in effect. The bill would contain related legislative findings and declarations. The bill would become operative on January 1, 2023.</p>	<p><b>NEW</b></p>
<p><b>AB 474: California Public Records Act: conforming revisions.</b></p>	<p>2/8/21 – Introduced</p>	<p><b>Summary:</b> Would enact various conforming and technical changes related to another bill that recodifies and reorganizes the California Public Records Act. The bill would only become operative if the related bill recodifying the act is enacted and becomes operative on January 1, 2023. The bill would also specify that any other bill enacted by the Legislature during the 2021 calendar year that takes effect on or before January 1, 2022, and that affects a provision of this bill shall prevail over this act, except as specified</p>	<p><b>NEW</b></p>
<p><b>Governor Newsom’s Water Resilience Portfolio</b></p>	<p>Final document available</p>	<p><a href="https://waterresilience.ca.gov/wp-content/uploads/2020/07/Final_California-Water-Resilience-Portfolio-2020_ADA3_v2_av11-opt.pdf">https://waterresilience.ca.gov/wp-content/uploads/2020/07/Final_California-Water-Resilience-Portfolio-2020_ADA3_v2_av11-opt.pdf</a></p>	

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