

BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue, Beaumont, CA 92223

NOTICE AND AGENDA REGULAR MEETING OF THE BOARD OF DIRECTORS Wednesday, May 12, 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=SXIzMFZCMGh0YTFIL2tnUGlpU3h0UT09

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/

Call to Order: President Slawson Roll Call - Board of Directors

Pledge of Allegiance: Director Ramirez

Invocation: President Slawson

Roll Call

Teleconference Verification

Public Comment

President Daniel Slawson Vice President Lona Williams Secretary Andy Ramirez Treasurer David Hoffman Member John Covington

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. 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. Consent Calendar: All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the Board considers the motion unless members of the Board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.
 - a. Review of the March 2021 Budget Variance Reports (pages 5 9)
 - b. Review of the March 31, 2021 Cash/Investment Balance Report (page 10)
 - c. Review of Check Register for the Month of April 2021 (pages 11 29)
 - d. Review of April 2021 Invoices Pending Approval (pages 30 31)
 - e. Minutes of the Regular Meeting of April 14, 2021 (pages 32 46)
 - f. Minutes of the Regular Meeting of April 22, 2021 (pages 47 54)
- 3. Ratification of the General Manager's Declaration of a District Emergency regarding Necessary Immediate Repairs to Well 25 (pages 55 57)
- 4. Resolution 2021-__ Revising the District's Salary Schedule and Organization Chart (pages 58 71)
- Authorize the General Manager to Enter into an Agreement with Koff and Associates for a Classification Study in an amount not to exceed \$29,915 (pages 72 - 117)
- 6. Request for Update to *Will-Serve Letter* for Proposed Housing Project Allegheny Street (Riverside County Assessor's Parcel No. 419-150-050) located between 6th Street and 8th Street and west of Highland Springs Avenue in the City of Beaumont (pages 118 126)
- 7. Request for *Will-Serve Letter* for Riverside County Assessor's Parcel No. (APN) 407-300-004 located at 38602 Jenni Lisa Court in the Community of Cherry Valley (pages 127 134)
- 8. Request for Will-Serve Letter for Proposed Single-Family Residence for Riverside County Assessor's Parcel No. (APN) 401-030-003 located on Oak Glen Road, south of Scenic Crest Drive in the Community of Cherry Valley (pages 135 139)
- 9. Status of Automatic Meter Read/Advanced Metering Infrastructure Deployment Project: Water Sustain and Manage America's Resources for Tomorrow: Water and Energy Efficiency Grant (pages 140 142)

- 10. Continued Review of Anticipated California Drought Conditions, District Urban Water Management Plan Drought Restrictions and BCVWD Resolution 2014-05 Regarding Issuance of Will-Serve Letters and Other Drought Response (pages 143 - 152)
- 11. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07 (Report due every 21 days) (No written Staff Report)
- 12. 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)

13. Reports For Discussion

- a. Ad Hoc Committees
- b. General Manager
- c. Directors' Reports
- d. Legal Counsel Report

14. Announcements

All meetings will be held via teleconference until further notice, unless otherwise indicated.

- Personnel Committee Meeting: Monday, May 17, 2021 at 5:30 p.m.
- Finance & Audit Committee Special Meeting: Tuesday, May 25, 2021 at 3 p.m.
- San Gorgonio Pass Regional Water Alliance Meeting: Wednesday, May 26, 2021 at 5 p.m.
- Engineering Workshop: Thursday, May 27, 2021 at 6 p.m.
- District Offices will be closed Monday, May 31, 2021 in observance of Memorial Day
- Beaumont Basin Watermaster Committee: Wednesday, Jun. 2, 2021 at 10 a.m.
- Finance and Audit Committee Meeting: Thursday, Jun. 3, 2021 at 3 p.m.
- Communicatios Ad Hoc Committee Meeting: Monday, Jun. 7, 2021 at 5:30 p.m.
- Sites Reservoir Ad Hoc Committee Meeting: Tuesday, Jun. 8, 2021 at 5:30 p.m.
- Regular Board Meeting: Wednesday, Jun. 9, 2021 at 6 p.m.
- Collaborative Agencies Committee: Wednesday, Jul. 7, 2021 at 5 p.m.

15. Action List for Future Meetings

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water
- Update on the Delta Conveyance Project
- Legal perspective on the Delta Conveyance (request to Counsel Markman)
- Legal update on drought conditions in the west

16. Closed Session

 a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54947 Title: General Manager

17. Report on Closed Session

18. 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 on the District website at the same time as they are distributed to Board Members: website: 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 or in writing to the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING

I certify that on or before May 9, 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)).

William

Discretify that on or before May 9, 2021, a copy of the foregoing notice was posted near the regular meeting place of the Board of Beaumont-Cherry Valley Water District.out

Observed.out

Disputation (Government Code §54954.2(a)).

Clayton enaliswilliam.caytonpeocywww.eucus

Acting Director of Finance and Administration

General Ledger

Budget Variance Revenue

User: wclayton

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Period 03 - 03 Fiscal Year 2021

Beaumont-Cherry Valley Water District

560 Magnolia Avenue Beaumont CA 92223 (951) 845-9581 www.bcvwd.org



Account Number	Description	Bud	get	Pe	eriod Amt	End	d Bal	Var	iance	% Avail/ Uncollect
50	GENERAL									
01-50-510-419051	Grant Revenue	\$	642,090.72	\$	10,000.00	\$	10,000.00	\$	632,090.72	98.44%
	Grant Rev	\$	642,090.72	\$	10,000.00	\$	10,000.00	\$	632,090.72	98.44%
01-50-510-490001	Interest Income - Bonita Vista	\$	1,600.00	\$	_	\$	183.01	\$	1,416.99	88.56%
01-50-510-490011	Interest Income-Fairway Canyon	\$	46,829.00	\$	-	\$	-	\$	46,829.00	100.00%
01-50-510-490021	Interest Income - General	\$	600,000.00	\$	9,443.66	\$	31,818.12	\$	568,181.88	94.70%
	Interest Income	\$	648,429.00	\$	9,443.66	\$	32,001.13	\$	616,427.87	95.06%
01-50-510-481001	Fac Fees-Wells	\$	1,496,528.00	\$	1,936.00	\$	1,136,432.00	\$	360,096.00	24.06%
01-50-510-481006	Fac Fees-Water Rights (SWP)	\$	383,425.00	\$	1,225.00	\$	147,000.00	\$	236,425.00	61.66%
01-50-510-481012	Fac Fees-Water Treatment Plant	\$	711,933.00	\$	921.00	\$	540,627.00	\$	171,306.00	24.06%
01-50-510-481018	Fac Fees-Local Water Resources	\$	151,805.00	\$	485.00	\$	58,200.00	\$	93,605.00	61.66%
01-50-510-481024	Fac Fees-Recycld Wtr Facilties	\$	1,083,746.00	\$	1,402.00	\$	822,974.00	\$	260,772.00	24.06%
01-50-510-481030	Fac Fees-Transmission (16")	\$	1,212,064.00	\$	1,568.00	\$	920,416.00	\$	291,648.00	24.06%
01-50-510-481036	Fac Fees-Storage	\$	1,552,184.00	\$	2,008.00	\$	1,178,696.00	\$	373,488.00	24.06%
01-50-510-481042	Fac Fees-Booster	\$	107,447.00	\$	139.00	\$	81,593.00	\$	25,854.00	24.06%
01-50-510-481048	Fac Fees-Pressure Reducng Stns	\$	54,883.00	\$	71.00	\$	41,677.00	\$	13,206.00	24.06%
01-50-510-481054	Fac Fees-Misc Projects	\$	47,926.00	\$	62.00	\$	36,394.00	\$	11,532.00	24.06%
01-50-510-481060	Fac Fees-Financing Costs	\$	235,765.00	\$	305.00	\$	179,035.00	\$	56,730.00	24.06%
01-50-510-485001	Front Footage Fees	\$	23,370.00	\$	1,225.50	\$	1,225.50	\$	22,144.50	0.00%
	Non-Operating Revenue	\$	7,061,076.00	\$	11,347.50	\$	5,144,269.50	\$	1,916,806.50	27.15%
01-50-510-410100	Sales	\$	5,626,822.29	\$	312,240.81	\$	1,038,238.78	\$	4,588,583.51	81.55%
01-50-510-410151	Agricultural Irrigation Sales	\$	22,315.78	\$	794.58	\$	3,007.86	\$	19,307.92	86.52%
01-50-510-410171	Construction Sales	\$	101,314.47	\$	9,659.16	\$	23,763.63	\$	77,550.84	76.54%
01-50-510-413001	Backflow Admin Charges	\$	45,000.00	\$	2,831.80	\$	11,020.07	\$	33,979.93	75.51%
01-50-510-413011	Fixed Meter Charges	\$	3,661,780.56	\$	332,976.31	\$	1,012,043.46	\$	2,649,737.10	72.36%
01-50-510-413021	Meter Fees	\$	300,000.00	\$	27,584.00	\$	61,028.00	\$	238,972.00	79.66%
01-50-510-415001	SGPWA Importation Charges	\$	3,870,300.00	\$	241,987.61	\$	802,684.04	\$	3,067,615.96	79.26%
01-50-510-415011	SCE Power Charges	\$	1,816,800.00	\$	107,528.64	\$	356,728.30	\$	1,460,071.70	80.37%
01-50-510-417001	2nd Notice Penalties	\$	100,000.00	\$	11,905.00	\$	11,905.00	\$	88,095.00	88.10%
01-50-510-417011	3rd Notice Charges	\$	50,000.00	\$	-	\$	-	\$	50,000.00	100.00%
01-50-510-417021	Account Reinstatement Fees	\$	10,000.00	\$	-	\$	-	\$	10,000.00	100.00%
01-50-510-417031	Lien Processing Fees	\$	2,000.00	\$	200.00	\$	100.00	\$	1,900.00	95.00%
01-50-510-417041	Credit Check Processing Fees	\$	9,600.00	\$	1,825.00	\$	2,485.00	\$	7,115.00	74.11%
01-50-510-417051	Returned Check Fees	\$	4,000.00	\$	225.00	\$	525.00	\$	3,475.00	86.88%
01-50-510-417061	Custmr Damages/Upgrade Charges	\$	22,000.00	\$	1,150.00	\$	1,170.00	\$	20,830.00	94.68%
01-50-510-417071	After Hours Call Out Charges	\$	600.00	\$	-	\$	-	\$	600.00	100.00%
01-50-510-417081	Bench Test Fees	\$	90.00	\$	-	\$	-	\$	90.00	100.00%
01-50-510-417091	Credit Card Processing Fees	\$	78,000.00	\$	5,197.50	\$	5,206.25	\$	72,793.75	93.33%
01-50-510-419011	Development Income	\$	60,000.00	\$	7,171.92	\$	46,142.45	\$	13,857.55	23.10%
01-50-510-419012	Development Income-GIS	\$	300,000.00	\$	-	\$	-	\$	300,000.00	100.00%
01-50-510-419031	Well Maintenance Reimbursemnt	\$	7,500.00	\$	-	\$	-	\$	7,500.00	100.00%
01-50-510-419061	Miscellaneous Income	\$	500.00		5,851.75	\$	21,128.65	\$	(20,628.65)	-4125.73%
	Operating Revenue	\$	16,088,623.10	\$	1,069,129.08	\$	3,397,176.49	\$	12,691,446.61	78.88%
01-50-510-471001	Rent - 12303 Oak Glen	\$	2,400.00	\$	200.00	\$	600.00	\$	1,800.00	75.00%
01-50-510-471011	Rent - 13695 Oak Glen	\$	2,400.00	\$	200.00	\$	600.00	\$	1,800.00	75.00%
01-50-510-471021	Rent - 13697 Oak Glen	\$	2,400.00	\$	200.00	\$	600.00	\$	1,800.00	75.00%
01-50-510-471031	Rent - 9781 Avenida Miravilla	\$	2,400.00	\$	200.00	\$	600.00	\$	1,800.00	75.00%
01-50-510-471101	Util - 12303 Oak Glen	\$	4,118.00	\$	312.03	\$	956.25	\$	3,161.75	76.78%
01-50-510-471111	Util - 13695 Oak Glen	\$	4,000.00	\$	531.23	\$	1,043.66	\$	2,956.34	73.91%
01-50-510-471121	Util - 13697 Oak Glen	\$	5,000.00	\$	722.93	\$	1,553.54	\$	3,446.46	68.93%
01-50-510-471131	Util - 9781 Avenida Miravilla	\$	3,600.00	\$	467.66	\$	1,174.34	\$	2,425.66	67.38%
	Rent/Utilities	\$	26,318.00	\$	2,833.85	\$	7,127.79	\$	19,190.21	72.92%
Revenue Total		\$	24,466,536.82	\$	1,102,754.09	\$	8,590,574.91	\$	15,875,961.91	64.89%

General Ledger Budget Variance Expense

User: wclayton Printed: 4/28/2021 11:49:24 AM Period 03 - 03 Fiscal Year 2021 Beaumont-Cherry Valley Water District

560 Magnolia Avenue Beaumont CA 92223 (951) 845-9581 www.bcvwd.org



Account Number	Description		Budget		Period Amt		End Bal		Variance	Encu	mbered	% Avail/ Uncollect
10	BOARD OF DIRECTORS											Onconcor
01-10-110-500101	Board of Directors Fees	\$	45,200.00	\$	4,200.00	\$	9,200.00	\$	36,000.00	\$	-	79.65%
01-10-110-500115	Social Security	\$	2,805.00		260.40		570.40		2,234.60		-	79.66%
01-10-110-500120	Medicare	\$	658.00	\$	60.90	\$	133.40		524.60	\$	-	79.73%
01-10-110-500125	Health Insurance	\$	130,241.40	\$	1,874.31	\$	1,874.31	\$	128,367.09	\$	-	98.56%
01-10-110-500140	Life Insurance	\$	120.00	\$	6.82	\$	27.16	\$	92.84	\$	-	77.37%
01-10-110-500143	EAP Program	\$	360.00	\$	7.75	\$	31.00	\$	329.00	\$	-	91.39%
01-10-110-500145	Workers' Compensation	\$	521.00	\$	21.84	\$	47.84	\$	473.16	\$	-	90.82%
01-10-110-500175	Training/Education/Mtgs/Travel	\$	10,000.00	\$	-	\$	-	\$	10,000.00	\$	-	100.00%
	Board of Directors Personnel	\$	189,905.40	\$	6,432.02	\$	11,884.11	\$	178,021.29	\$	-	93.74%
01-10-110-550042	Supplies-Other	\$	1,000.00		-	\$	-	\$	1,000.00		-	100.00%
	Board of Directors Materials & Supplies	\$	1,000.00	\$	-	\$	-	\$	1,000.00	\$	-	100.00%
04 40 440 550040	Election Expenses	\$	420 000 00	•		\$	_	\$	130,000.00	•	_	100.00%
01-10-110-550012 01-10-110-550051	•	\$	130,000.00 1,400.00	\$	-	Ф \$	362.00	Ф \$	1,038.00	\$ \$	-	74.14%
01-10-110-330031	Advertising/Legal Notices Board of Directors Services	\$	131,400.00		_	\$	362.00		131,038.00	\$		99.72%
	Board of Birectors dervices	•	131,400.00	Ψ	_	Ψ	302.00	Ψ	131,030.00	Ψ	_	33.1270
Expense Total	BOARD OF DIRECTORS	\$	322,305.40	\$	6,432.02	\$	12,246.11	\$	310,059.29	\$	-	96.20%
20	ENGINEERING											
01-20-210-500105	Labor	\$	561,698.00	\$	30,550.83	\$	76,196.70	\$	485,501.30	\$	_	86.43%
01-20-210-500115	Social Security	\$	39,169.00		1,659.05		4,534.28		34,634.72		-	88.42%
01-20-210-500120	Medicare	\$	9,164.00		443.16		1,115.59		8,048.41		-	87.83%
01-20-210-500125	Health Insurance	\$	107,328.00		3,001.34		9,643.12		97,684.88	\$	-	91.02%
01-20-210-500140	Life Insurance	\$	2,736.00	\$	35.28	\$	105.84	\$	2,630.16	\$	-	96.13%
01-20-210-500143	EAP Program	\$	344.00	\$	7.75	\$	23.25	\$	320.75	\$	-	93.24%
01-20-210-500145	Workers' Compensation	\$	5,778.00	\$	193.99	\$	504.30	\$	5,273.70	\$	-	91.27%
01-20-210-500150	Unemployment Insurance	\$	19,100.00	\$	885.50	\$	885.50		18,214.50	\$	-	95.36%
01-20-210-500155	Retirement/CalPERS	\$	90,255.00	\$	3,988.74	\$	10,620.00		79,635.00	\$	-	88.23%
01-20-210-500165	Uniforms & Employee Benefits	\$		\$	-	\$	-	\$	350.00	\$	-	100.00%
01-20-210-500175	Training/Education/Mtgs/Travel	\$	6,000.00	\$	-	\$		\$	6,000.00	\$	-	100.00%
01-20-210-500180	Accrued Sick Leave Expense	\$	28,816.00	\$	-	\$		\$	28,104.70	\$	-	97.53%
01-20-210-500185	Accrued Vacation Leave Expense	\$	21,282.00		-	\$	-	\$	21,282.00	\$	-	100.00%
01-20-210-500187	Accrual Leave Payments	\$	14,510.00		(C COE 22)	\$	(44.070.40)	\$	14,510.00	\$	-	100.00%
01-20-210-500195	CIP Related Labor	\$ \$	(225,000.00) 681,530.00		(6,695.23) 34,070.41		(11,878.48) 92,461.40	\$ \$	(213,121.52) 589,068.60		-	94.72% 86.43%
	Engineering Personnel	ą.	661,530.00	Þ	34,070.41	Þ	92,461.40	Ą	303,000.00	Þ	-	00.43%
01-20-210-540048	Permits, Fees & Licensing	\$	2,060.00	\$	_	\$	_	\$	2,060.00	\$	_	100.00%
	Engineering Materials & Supplies	\$	2,060.00		-	\$	-	\$	2,060.00		-	100.00%
01-20-210-540014	Development Reimbursable-GIS	\$	300,000.00	¢	_	\$	_	\$	300,000.00	\$	_	100.00%
01-20-210-550030	Membership Dues	\$	900.00		-	\$	300.00	\$	600.00	\$	_	66.67%
01-20-210-550051	Advertising/Legal Notices	\$		\$	_	\$	-	\$	2,000.00	\$	_	100.00%
01-20-210-580031	Outside Engineering	\$	60,000.00		-	\$	-	\$		\$	-	100.00%
01-20-210-580032	CIP Related Outside Engineering	\$	(41,280.00)		-	\$	-	\$	(41,280.00)		-	100.00%
	Engineering Services	\$	321,620.00		-	\$	300.00	\$	321,320.00		-	99.91%
Expense Total	ENGINEERING	\$	1,005,210.00	s	34,070.41	\$	92,761.40	\$	912,448.60	\$	_	90.77%
Expense rotal	ENGINEERING	•	1,003,210.00	Ψ	34,070.41	Ψ	32,701.40	Ψ	312,440.00	Ψ	_	30.77 /0
30	FINANCE & ADMIN SERVICES			_		_		_				
01-30-310-500105	Labor	\$	1,178,947.00		74,127.28		173,917.63		1,005,029.37		-	85.25%
01-30-310-500110	Overtime	\$ \$	1,214.00	\$	-	\$	960.60	\$	253.40	\$	-	20.87%
01-30-310-500111	Double Time	*	193.00	\$	-	\$	-	\$	193.00	\$	-	100.00%
01-30-310-500115	Social Security	\$	88,696.00		5,103.98		12,037.92		76,658.08		-	86.43%
01-30-310-500120	Medicare	\$	20,759.00		1,193.67		2,815.31		17,943.69		-	86.44%
01-30-310-500125	Health Insurance	\$	268,320.00		16,159.14		48,477.42		219,842.58	\$	-	81.93%
01-30-310-500130	CalPERS Health Admin Costs	\$	2,500.00		151.21		433.11		2,066.89	\$	-	82.68%
01-30-310-500140 01-30-310-500143	Life Insurance	\$	6,348.00 885.00		106.56		313.56 51.15		6,034.44		-	95.06%
01-30-310-500145	EAP Program Workers' Compensation	\$ \$	11,734.00		18.60 406.35		1,014.99		833.85 10,719.01		-	94.22% 91.35%
01-30-310-500143	Unemployment Insurance	\$	40,094.00		400.33	\$	1,014.99	\$		\$	-	100.00%
01-30-310-500155	Retirement/CalPERS	\$	211,738.00		19,832.62	\$	44,670.30		167,067.70		-	78.90%
01-30-310-500161	Estim Current Yr OPEB Expense	\$	151,500.00			\$	-	\$	151,500.00		-	100.00%
01-30-310-500165	Uniforms & Employee Benefits	\$	1,000.00		-	\$	-	\$	1,000.00		-	100.00%
01-30-310-500175	Training/Education/Mtgs/Travel	\$	25,000.00		-	\$	1,381.60	\$	23,618.40		-	94.47%
01-30-310-500180	Accrued Sick Leave Expense	\$	57,478.00		21.80		4,264.72		53,213.28		-	92.58%
01-30-310-500185	Accrued Vacation Leave Expense	\$	86,947.00		-	\$	6,586.75		80,360.25		-	92.42%
01-30-310-500187	Accrual Leave Payments	\$	93,571.00		8,005.25		8,005.25		85,565.75		-	91.44%
01-30-310-500195	CIP Related Labor	\$	(16,032.00)		-	\$	-	\$	(16,032.00)		-	100.00%
01-30-310-560000	GASB 68 Pension Expense	\$	167,500.00		-	\$	-	\$	167,500.00	\$	-	100.00%
01-30-320-500105	Labor	\$	67,242.00		4,250.21		10,874.34		56,367.66		-	83.83%
01-30-320-500110	Overtime	\$	563.00		356.59		443.35		119.65		-	21.25%
01-30-320-500115	Social Security	\$	4,630.00	Þ	297.67	Þ	713.79	Ф	3,916.21	Þ	-	84.58%

Account Number	Description		Budget		Period Amt		End Bal		Variance	ı	Encumbered	% Avail/ Uncollect
01-30-320-500120	Medicare	\$	1,084.00	\$	69.62	\$	166.94	\$	917.06	\$	_	84.60%
01-30-320-500125	Health Insurance	\$	26,832.00	\$	1,278.20				22,997.40	\$	_	85.71%
01-30-320-500140	Life Insurance	\$	444.00	\$	6.60	\$		\$	424.20	\$	_	95.54%
01-30-320-500143	EAP Program	\$	72.00	\$	1.55	\$	4.65	\$	67.35	\$	-	93.54%
01-30-320-500145	Workers' Compensation	\$	661.00	\$	24.35	\$	59.10	\$	601.90	\$	-	91.06%
01-30-320-500150	Unemployment Insurance	\$	2,287.00	\$	-	\$	-	\$	2,287.00	\$	-	100.00%
01-30-320-500155	Retirement/CalPERS	\$	11,828.00	\$	427.46	\$	1,095.88	\$	10,732.12	\$	-	90.73%
01-30-320-500165	Uniforms & Employee Benefits	\$	111.00	\$	-	\$	-	\$	111.00	\$	-	100.00%
01-30-320-500175	Training/Education/Mtgs/Travel	\$	9,400.00	\$	-	\$	40.00	\$	9,360.00	\$	-	99.57%
01-30-320-500176	District Professional Developm	\$	29,000.00	\$	-	\$	-	\$	29,000.00	\$	-	100.00%
01-30-320-500177	Gen Safety Training & Supplies	\$	28,250.00	\$	850.00	\$	1,600.00	\$	26,650.00	\$	224.29	93.54%
01-30-320-500180	Accrued Sick Leave Expense	\$	3,106.00	\$	193.69	\$	193.69	\$	2,912.31		-	93.76%
01-30-320-500185	Accrued Vacation Leave Expense	\$	3,202.00	\$	-	\$	-	\$	3,202.00	\$	-	100.00%
01-30-320-500187	Accrual Leave Payments	\$	449.00	\$	-	\$	-	\$	449.00	\$	-	100.00%
01-30-320-550024	Employment Testing Finance & Admin Services Personnel	\$ \$	4,530.00 2,592,083.00		132,882.40	\$ \$	18.89 323,995.34	\$ \$	4,511.11 2,268,087.66		224.29	99.58% 87.49%
01-30-310-550006	Cashiering Shortages/Overages	\$	50.00	\$	_	\$	_	\$	50.00	\$	_	100.00%
01-30-310-550018	Employee Medical/First Aid	\$	300.00	\$	-	\$	-	\$	300.00	\$	-	100.00%
01-30-310-550042	Office Supplies	\$	10,000.00	\$	1,227.45	\$	1,865.68	\$	8,134.32	\$	-	81.34%
01-30-310-550046	Office Equipment	\$		\$	-	\$	-	\$	5,000.00	\$	-	100.00%
01-30-310-550048	Postage	\$	12,000.00	\$	19.35	\$	689.20	\$	11,310.80	\$	-	94.26%
01-30-310-550066	Subscriptions	\$	2,000.00	\$	_	\$	92.10	\$	1,907.90	\$	-	95.40%
01-30-310-550072	Misc Operating Expenses	\$	1,000.00	\$	-	\$	-	\$	1,000.00	\$	-	100.00%
01-30-310-550078	Bad Debt Expense	\$	25,000.00	\$	-	\$	-	\$	25,000.00	\$	-	100.00%
01-30-310-550084	Depreciation	\$	2,850,000.00	\$	260,824.36	\$	723,056.29	\$	2,126,943.71	\$	-	74.63%
01-30-320-550028	District Certification	\$	2,550.00	\$	2,195.00	\$	2,195.00	\$	355.00	\$	-	13.92%
01-30-320-550042	Office Supplies	\$	2,500.00	\$	937.00	\$	937.00	\$	1,563.00	\$	-	62.52%
	Finance & Admin Services Materials & Supplies	\$	2,910,400.00	\$	265,203.16	\$	728,835.27	\$	2,181,564.73	\$	-	74.96%
01-30-310-500190	Temporary Labor	\$	49,154.00	\$	10,873.09	\$	34,510.63	\$	14,643.37	\$	-	29.79%
01-30-310-550001	Bank/Financial Service Fees	\$	20,600.00	\$	387.20	\$	1,018.96	\$	19,581.04	\$	-	95.05%
01-30-310-550008	Transaction/Return Fees	\$	2,500.00	\$	45.78	\$	120.96	\$	2,379.04	\$	-	95.16%
01-30-310-550010	Transaction/Credit Card Fees	\$	78,000.00	\$	6,375.80	\$	17,201.40	\$	60,798.60	\$	-	77.95%
01-30-310-550014	Credit Check Fees	\$	10,300.00	\$	769.80	\$	1,358.70	\$	8,941.30	\$	-	86.81%
01-30-310-550030	Membership Dues	\$		\$	1,936.67	\$	15,843.97		27,416.03	\$	-	63.38%
01-30-310-550036	Notary & Lien Fees	\$	2,060.00	\$	75.00	\$	105.00		1,955.00	\$	-	94.90%
01-30-310-550050	Utility Billing Service	\$	72,000.00		-	\$	9,638.16		62,361.84	\$	-	86.61%
01-30-310-550051	Advertising/Legal Notices	\$	4,000.00			\$		\$	4,000.00	\$	-	100.00%
01-30-310-550054	Property, Auto& Gen Liab Insur	\$	85,000.00	\$	8,240.83	\$	24,722.49		60,277.51		-	70.91%
01-30-310-580001	Accounting & Audit	\$		\$	-	\$	150.00		35,900.00	\$	-	99.58%
01-30-310-580011	General Legal	\$	150,000.00	\$	5,267.50	\$		\$	144,257.00	\$	-	96.17%
01-30-310-580036	Other Professional Services	\$ \$	147,200.00 5,000.00	\$ \$	4,000.00	\$ \$	12,000.00 175.00	\$	135,200.00 4,825.00	\$ \$	-	91.85% 96.50%
01-30-320-550025 01-30-320-550026	Employee Retention Recruitment Expense	\$	8,059.00	\$	-	э \$	199.00		7,860.00	\$	-	97.53%
	·				-							
01-30-320-550030 01-30-320-550051	Membership Dues Advertising/Legal Notices	\$ \$	1,470.00 2,785.00		448.00	\$	1,059.00 404.38		411.00 2,380.62		-	27.96% 85.48%
01-30-320-580036	Other Professional Services	\$	92,000.00		-	\$	2,502.00			\$	-	97.28%
	Finance & Admin Services Services	\$	809,438.00	\$	38,419.67	\$	126,752.65	\$	682,685.35	\$	-	84.34%
Expense Total	FINANCE & ADMIN SERVICES	\$	6,311,921.00	\$	436,505.23	\$	1,179,583.26	\$	5,132,337.74	\$	224.29	81.31%
35	INFORMATION TECHNOLOGY											
01-35-315-500105	Labor	\$	143,514.00	\$	9,763.50	\$	25,385.10	\$	118,128.90	\$	-	82.31%
01-35-315-500115	Social Security	\$	11,298.00	\$	1,657.62	\$	2,626.65	\$	8,671.35	\$	-	76.75%
01-35-315-500120	Medicare	\$	2,643.00		387.66		614.28		2,028.72		-	76.76%
01-35-315-500125	Health Insurance	\$	26,832.00		2,170.69		6,512.07		20,319.93		-	75.73%
01-35-315-500140	Life Insurance	\$	936.00		16.80		50.40		885.60		_	94.62%
01-35-315-500143	EAP Program	\$	72.00		1.55		4.65		67.35		_	93.54%
01-35-315-500145	Workers' Compensation	\$	1,476.00		50.77		132.01		1,343.99		-	91.06%
					30.77							
01-35-315-500150	Unemployment Insurance	\$	4,880.00		-	\$	2.405.25	\$	4,880.00	\$	-	100.00%
01-35-315-500155	Retirement/CalPERS	\$	15,804.00		1,162.37		3,165.35		12,638.65		-	79.97%
01-35-315-500175	Training/Education/Mtgs/Travel	\$	4,120.00		-	\$	-	\$	4,120.00		-	100.00%
01-35-315-500180	Accrued Sick Leave Expense	\$	8,270.00		-	\$	-	\$	8,270.00		-	100.00%
01-35-315-500185	Accrued Vacation Leave Expense	\$	15,035.00	\$	-	\$	-	\$	15,035.00	\$	-	100.00%
01-35-315-500187	Accrual Leave Payments	\$	14,660.00	\$	16,960.51	\$	16,960.51	\$	(2,300.51)	\$	-	-15.69%
01-35-315-500195	CIP Related Labor	\$	(32,875.00)	\$	-	\$	-	\$	(32,875.00)	\$	-	100.00%
	Information Technology Personnel	\$	216,665.00	\$	32,171.47	\$	55,451.02	\$	161,213.98	\$	-	74.41%
01-35-315-501511	Telephone/Internet Service	\$	36,668.00	\$	-	\$	4,216.57	\$	32,451.43	\$	-	88.50%
01-35-315-550044	Printing/Toner & Maint	\$	19,000.00		1,763.18		3,771.00		15,229.00		-	80.15%
	Information Technology Materials & Supplies	\$	55,668.00		1,763.18		7,987.57		47,680.43		-	85.65%
01-35-315-550030	Membership Dues	\$	2,060.00	¢		\$	695.00	¢	1,365.00	œ	_	66.26%
	-	\$			205 50							
01-35-315-580016	Computer Hardware		25,000.00		295.58		483.97		24,516.03		-	98.06%
01-35-315-580021	IT/Software Support	\$	5,150.00		4 000 00	\$	3,503.45		1,646.55		-	31.97%
01-35-315-580026	License/Maintenance/Support Information Technology Services	\$ \$	210,000.00 242,210.00		4,008.92 4,304.50		37,100.73 41,783.15		172,899.27 200,426.85		-	82.33% 82.75%
Expense Total	INFORTMATION TECHNOLOGY	\$	514,543.00	\$	38,239.15	\$	105,221.74	\$	409,321.26	\$	-	79.55%

Account Number	Description		Budget	ı	Period Amt	End Bal		Variance	Encumbered	% Avail/ Uncollect
40	OPERATIONS									
410	Source of Supply Personnel									
01-40-410-500105	Labor	\$	483,039.00	\$	17,663.42	\$ 45,860.32	\$	437,178.68	\$ -	90.51%
01-40-410-500110	Overtime	\$		\$	141.03		\$	19,571.69	\$ -	96.45%
01-40-410-500111	Double Time	\$		\$	-	\$ -	\$	2,751.00	\$ -	100.00%
01-40-410-500113	Standby/On-Call	\$		\$		\$ 2,100.00	\$	10,150.00	\$ -	82.86%
01-40-410-500115	Social Security	\$		\$		\$ 3,428.35	\$	32,634.65	\$ -	90.49%
01-40-410-500120 01-40-410-500125	Medicare Health Insurance	\$ \$		\$ \$	319.38 7,877.35	\$ 801.81 \$ 23,632.05	\$ \$	7,637.19 164,191.95	\$ - \$ -	90.50% 87.42%
01-40-410-500123	Life Insurance	\$		\$		\$ 25,032.03	\$	3,155.88	\$ -	97.04%
01-40-410-500143	EAP Program	\$		\$	4.65		\$	486.95	\$ -	96.62%
01-40-410-500145	Workers' Compensation	\$		\$		\$ 1,475.61	\$	22,794.39	\$ -	93.92%
01-40-410-500150	Unemployment Insurance	\$	57,436.00	\$	5,769.50	\$ 5,769.50	\$	51,666.50	\$ -	89.95%
01-40-410-500155	Retirement/CalPERS	\$	111,455.00	\$	5,271.49	\$ 13,957.01	\$	97,497.99	\$ -	87.48%
01-40-410-500165	Uniforms & Employee Benefits	\$	3,652.00	\$	-	\$ -	\$	3,652.00	\$ -	100.00%
01-40-410-500175	Training/Education/Mtgs/Travel	\$	6,000.00	\$	-	\$ 145.00	\$	5,855.00	\$ -	97.58%
01-40-410-500180	Accrued Sick Leave Expense	\$		\$		\$ 1,655.18	\$			92.56%
01-40-410-500185	Accrued Vacation Leave Expense	\$	31,088.00		1,749.30		\$			84.03%
01-40-410-500187	Accrual Leave Payments	\$		\$	-	\$ -	\$	8,586.00	\$ -	100.00%
01-40-410-500195	CIP Related Labor	\$	(30,000.00)	\$	-	\$ -	\$	(30,000.00)	\$ -	100.00%
440 01-40-440-500105	Transmission & Distribution Personnel Labor	\$	890,681.00	\$	37,780.30	\$ 100,947.93	\$	789,733.07	\$ -	88.67%
01-40-440-500100	Overtime	\$		\$	1,833.80		\$	37,417.27	\$ -	87.25%
01-40-440-500111	Double Time	\$	11,117.00		1,529.82			9,417.53		84.71%
01-40-440-500113	Standby/On-Call	\$		\$	1,200.00		\$	25,650.00	\$ -	87.69%
01-40-440-500115	Social Security	\$		\$	2,929.13		\$	60,521.63	\$ -	88.91%
01-40-440-500120	Medicare	\$		\$	685.01		\$	14,166.13	\$ -	88.92%
01-40-440-500125	Health Insurance	\$	303,216.00	\$	13,852.76	\$ 44,755.95	\$	258,460.05	\$ -	85.24%
01-40-440-500140	Life Insurance	\$	5,496.00	\$	65.92	\$ 238.23	\$	5,257.77	\$ -	95.67%
01-40-440-500143	EAP Program	\$		\$	15.46		\$	898.29	\$ -	93.96%
01-40-440-500145	Workers' Compensation	\$	·	\$		\$ 2,337.82	\$	32,306.18	\$ -	93.25%
01-40-440-500155	Retirement/CalPERS	\$		\$		\$ 28,602.66	\$	159,682.34	\$ -	84.81%
01-40-440-500165	Uniforms & Employee Benefits	\$		\$		\$ 921.85	\$	6,078.15	\$ -	86.83%
01-40-440-500175	Training/Education/Mtgs/Travel	\$		\$	-	\$ -	\$	3,090.00		100.00%
01-40-440-500177	General Safety Supplies	\$ \$		\$ \$	254.28 1,050.16	\$ 738.70 \$ 3,624.28	\$ \$	6,261.30	\$ - \$ -	89.45% 92.01%
01-40-440-500180 01-40-440-500185	Accrued Sick Leave Expense Accrued Vacation Leave Expense	\$		\$ \$	2,580.18		\$ \$	41,720.72 47,844.82	\$ -	92.01% 89.68%
01-40-440-500187	Accrual Leave Payments	\$	20,399.00		1,320.28		\$		\$ -	93.53%
01-40-440-500195	CIP Related Labor	\$	(110,920.00)		-	\$ (196.55)		(110,723.45)		99.82%
450	Inspections Personnel	•	(****,*==*****)	•		((())	-	(****)	•	
01-40-450-500105	Labor	\$	32,976.00	\$	7,997.65	\$ 16,462.09	\$	16,513.91	\$ -	50.08%
01-40-450-500110	Overtime	\$	1,780.00	\$	4,725.67	\$ 7,503.55	\$	(5,723.55)		-321.55%
01-40-450-500111	Double Time	\$	223.00	\$	-	\$ -	\$	223.00	\$ -	100.00%
01-40-450-500115	Social Security	\$		\$		\$ 1,490.10	\$	693.90		31.77%
01-40-450-500120	Medicare	\$		\$		\$ 348.52	\$	163.48	\$ -	31.93%
01-40-450-500125	Health Insurance	\$	·	\$		\$ 6,987.96	\$	6,716.04	\$ -	49.01%
01-40-450-500140	Life Insurance	\$ \$		\$		\$ 27.82	\$	224.18	\$ -	88.96%
01-40-450-500143 01-40-450-500145	EAP Program Workers' Compensation	\$ \$		\$ \$	3.66 308.88		\$	29.89	\$ - \$ -	83.03% 63.68%
01-40-450-500145	Retirement/CalPERS	\$	8,891.00		1,495.02		\$	1,029.78 5,689.57		63.99%
460	Customer Svc & Meter Reading Personnel	φ	0,091.00	φ	1,495.02	5 3,201.43	φ	3,009.37	φ -	03.9970
01-40-460-500105	Labor	\$	174,027.00	\$	13,402.16	\$ 33.639.83	\$	140,387.17	\$ -	80.67%
01-40-460-500110	Overtime	\$		\$	557.20		\$	12,922.55	\$ -	89.59%
01-40-460-500111	Double Time	\$	3,933.00	\$	291.83	\$ 291.83	\$	3,641.17	\$ -	92.58%
01-40-460-500113	Standby/On-Call	\$	3,250.00		-	\$ -	\$	3,250.00	\$ -	100.00%
01-40-460-500115	Social Security	\$	14,421.00	\$	916.56		\$	11,927.24	\$ -	82.71%
01-40-460-500120	Medicare	\$	3,375.00		214.35		\$	2,791.82		82.72%
01-40-460-500125	Health Insurance	\$	80,496.00		4,177.97		\$	65,724.98	\$ -	81.65%
01-40-460-500140	Life Insurance	\$	1,188.00				\$	1,131.41		95.24%
01-40-460-500143	EAP Program	\$	216.00		4.46			201.99	\$ -	93.51%
01-40-460-500145 01-40-460-500155	Workers' Compensation Retirement/CalPERS	\$ \$	8,687.00 48.690.00	\$ \$	385.61 3,355.85		\$ \$	7,629.01 39,329.79	\$ - \$ -	87.82% 80.78%
01-40-460-500165	Uniforms & Employee Benefits	\$ \$	48,690.00 1,800.00		3,355.85 144.99		\$ \$	1,655.01		91.95%
01-40-460-500175	Training/Education/Mtgs/Travel	\$	412.00		-	\$ -	\$	412.00		100.00%
01-40-460-500180	Accrued Sick Leave Expense	\$	8,040.00		1,013.69		\$	3,580.02		44.53%
01-40-460-500185	Accrued Vacation Leave Expense	\$	14,918.00		-	\$ 802.18	\$	14,115.82		94.62%
01-40-460-500187	Accrual Leave Payments	\$	13,584.00		-	\$ -	\$	13,584.00		100.00%
01-40-460-500195	CIP Related Labor	\$	(30,839.00)		(90.84)	\$ (316.27)	\$	(30,522.73)	\$ -	98.97%
470	Maintenance & General Plant Personnel									
01-40-470-500105	Labor	\$	63,243.00	\$	1,727.40	\$ 1,727.40	\$	61,515.60	\$ -	97.27%
01-40-470-500110	Overtime	\$	3,081.00		-	\$ -	\$	3,081.00		100.00%
01-40-470-500111	Double Time	\$	955.00		_	\$ -	\$	955.00		100.00%
		\$						4,078.90		
01-40-470-500115	Social Security		4,186.00		107.10					97.44%
01-40-470-500120	Medicare	\$	982.00	\$	25.05	\$ 25.05	\$	956.95	\$ -	97.45%
01-40-470-500125	Health Insurance	\$	31,956.00	\$	1,300.15	\$ 1,300.15	\$	30,655.85	\$ -	95.93%
01-40-470-500140	Life Insurance	\$	432.00	\$	4.24	\$ 4.24	\$	427.76	\$ -	99.02%
01-40-470-500143	EAP Program	\$	85.00		1.22			83.78		98.56%
01-40-470-500145	Workers' Compensation	\$	3,101.00		44.26			3,056.74		98.57%
01-40-470-500155	Retirement/CalPERS	\$	11,576.00		416.47		\$	10,721.79		92.62%
	Operations Personnel	\$	3,147,348.00	\$	167,626.75	\$ 423,098.25	\$	2,724,249.75	\$ -	86.56%

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Source of Supply Materials & Supplies

Account Number	Description		Budget		Period Amt		End Bal		Variance	ı	Encumbered	% Avail/ Uncollect
01-40-410-501101	Electricity - Wells	\$	1,816,800.00	\$	124,437.60	\$	385,512.05	\$	1,431,287.95	\$	_	78.78%
01-40-410-501201	Gas - Wells	\$		\$		\$	44.87	\$	180.13	\$	_	80.06%
01-40-410-510011	Treatment & Chemicals	\$	110,000.00	\$	16,854.59	\$	35,806.04	\$	74,193.96	\$	_	67.45%
01-40-410-510021	Lab Testing	\$	75,000.00			\$	12,854.11	\$	62,145.89	\$	_	82.86%
01-40-410-510031	Small Tools, Parts & Maint	\$	8,000.00		51.45	\$	3,345.17	\$	4,654.83	\$	-	58.19%
01-40-410-520021	Maint & Rpr-Telemetry Equip	\$	4,280.00	\$	-	\$	· -	\$	4,280.00	\$	-	100.00%
01-40-410-520061	Maint & Rpr-Pumping Equipment	\$	142,613.00	\$	2,552.46	\$	4,915.92	\$	137,697.08	\$	4,832.82	93.16%
01-40-410-550066	Subscriptions	\$	3,000.00	\$	-	\$	-	\$	3,000.00	\$	-	100.00%
440	Transmission & Distribution Materials & Supplies											
01-40-440-510031	Small Tools, Parts & Maint	\$	13,250.00	\$	784.68	\$	1,405.85	\$	11,844.15	\$	-	89.39%
01-40-440-520071	Maint & Rpr-Pipelines&Hydrants	\$	30,000.00	\$	20,148.32	\$	27,552.81	\$	2,447.19	\$	1,268.28	3.93%
01-40-440-520081	Maint & Rpr-Pressure Regulatrs	\$	8,750.00	\$	5,141.43	\$	5,577.49	\$	3,172.51	\$	-	36.26%
01-40-440-540001	Backflow Program	\$	4,200.00		-	\$	-	\$	4,200.00		-	100.00%
01-40-440-540024	Inventory Adjustments	\$	7,452.00	\$	-	\$	-	\$	7,452.00	\$	-	100.00%
01-40-440-540036	Line Locates	\$	3,605.00	\$	-	\$	25.82	\$	3,579.18	\$	-	99.28%
01-40-440-540042	Meters Maintenance & Services	\$	80,000.00	\$	13,672.85	\$	24,080.83	\$	55,919.17	\$	1,494.57	68.03%
01-40-440-540078	Reservoirs Maintenance	\$	54,500.00	\$	_	\$	_	\$	54,500.00	\$	_	100.00%
470	Maintenance & General Plant Materials & Supplies	•	- 1,	-		•		•	- 1,	•		
01-40-470-501111	Electricity - 560 Magnolia	\$	35,000.00	\$	1,136.25	\$	3,852.60	\$	31,147.40	\$	-	88.99%
01-40-470-501121	Electricity - 12303 Oak Glen	\$	4,000.00	\$	312.03	\$	956.25	\$	3,043.75	\$	-	76.09%
01-40-470-501131	Electricity - 13695 Oak Glen	\$	2,000.00	\$	158.87	\$	384.79	\$	1,615.21	\$	-	80.76%
01-40-470-501141	Electricity - 13697 Oak Glen	\$	3,000.00	\$	158.27	\$	494.02	\$	2,505.98	\$	-	83.53%
01-40-470-501151	Elec - 9781 Avenida Miravilla	\$	2,000.00	\$	73.66	\$	264.89	\$	1,735.11	\$	-	86.76%
01-40-470-501161	Electricity - 815 E. 12th	\$	6,000.00	\$	399.36	\$	1,258.91	\$	4,741.09	\$	-	79.02%
01-40-470-501171	Electricity - 851 E. 6th	\$	4,200.00	\$	210.46	\$	626.84	\$	3,573.16	\$	-	85.08%
01-40-470-501321	Propane - 12303 Oak Glen	\$	118.00	\$	-	\$	-	\$	118.00	\$	-	100.00%
01-40-470-501331	Propane - 13695 Oak Glen	\$	2,000.00	\$	372.36	\$	658.87	\$	1,341.13	\$	-	67.06%
01-40-470-501341	Propane - 13697 Oak Glen	\$	2,000.00		564.66	\$	1,059.52	\$	940.48	\$	-	47.02%
01-40-470-501351	Propane-9781 Avenida Miravilla	\$	1,600.00	\$	394.00	\$	909.45	\$	690.55	\$	-	43.16%
01-40-470-501411	Sanitation - 560 Magnolia	\$	2,987.00	\$	-	\$	422.70	\$	2,564.30	\$	-	85.85%
01-40-470-501461	Sanitation - 815 E. 12th	\$	4,172.00		_	\$		\$		\$	-	78.70%
01-40-470-501471	Sanitation - 11083 Cherry Ave	\$	3,296.00	\$	-	\$	559.30	\$	2,736.70	\$	-	83.03%
01-40-470-501611	Maint & Repair- 560 Magnolia	\$	26,856.00	\$	1,402.13	\$	4,054.61	\$	22,801.39	\$	-	84.90%
01-40-470-501621	Maint & Repair- 12303 Oak Glen	\$	4,600.00	\$	52.80	\$	1,505.80	\$	3,094.20	\$	-	67.27%
01-40-470-501631	Maint & Repair- 13695 Oak Glen	\$	9,000.00	\$	43.43	\$	178.05	\$	8,821.95	\$	_	98.02%
01-40-470-501641	Maint & Repair- 13697 Oak Glen	\$	4,000.00			\$	134.62				-	96.63%
01-40-470-501651	Maint & Rpr-9781 Ave Miravilla	\$	4,000.00		52.80	\$	52.80	\$	3,947.20			98.68%
01-40-470-501661	Maint & Repair- 815 E. 12th	\$	7,115.00		477.52	\$	1,449.24		5,665.76	\$	1,031.22	65.14%
01-40-470-501671	Maint & Repair- 851 E. 6th	\$	3,000.00		150.00		473.65		2,526.35		1,001.22	84.21%
01-40-470-501691	Maint & Rpr- Buildgs (General)	\$	60,000.00		59.50	\$	651.61	\$	59,348.39	\$	81.63	98.78%
01-40-470-510001	Auto/Fuel	\$	84,000.00		4,828.46	\$		\$	69,242.68	\$	-	82.43%
01-40-470-520011	Maint & Rpr-Safety Equipment	\$	17,510.00		-	\$	25.31		17,484.69		_	99.86%
01-40-470-520031	Maint & Rpr-General Equipment	\$	47,380.00		7,880.26	\$	8,105.89	\$	39,274.11		_	82.89%
01-40-470-520041	Maint & Rpr-Fleet	\$	125,500.00		8,049.98	\$	20,733.70	\$	104,766.30	\$	-	83.48%
01-40-470-520051	Maint & Rpr-Paving	\$	140,000.00		· <u>-</u>	\$	· <u>-</u>	\$	140,000.00	\$	-	100.00%
01-40-470-520091	Maint & Rpr-Communicatn Equip	\$	6,500.00	\$	-	\$	-	\$	6,500.00	\$	-	100.00%
	Operations Materials & Supplies	\$	2,973,509.00	\$	214,988.47	\$	565,580.54	\$	2,407,928.46	\$	8,708.52	80.69%
410	Source of Supply Services											
01-40-410-500501	State Project Water Purchases	\$	3,870,300.00	\$	271,719.00	\$	462,840.00	\$	3,407,460.00	\$	-	88.04%
01-40-410-540084	State Mandates & Tariffs	\$	90,000.00	\$	5,689.58	\$	27,864.89	\$	62,135.11	\$	-	69.04%
440	Transmission & Distribution Services											
01-40-440-550051	Advertising/Legal Notices	\$	4,000.00	\$	640.00	\$	640.00	\$	3,360.00	\$	-	84.00%
470	Maintenance & General Plant Services											
01-40-470-540030	Landscape Maintenance	\$	82,000.00		5,140.50		15,485.98		66,514.02		-	81.11%
01-40-470-540072	Rechrg Facs, Cnyns&Ponds Maint	\$	200,000.00		16,720.55		21,237.06		178,762.94		-	89.38%
	Operations Services	\$	4,246,300.00	\$	299,909.63	\$	528,067.93	\$	3,718,232.07	\$	-	87.56%
Expense Total	OPERATIONS	\$	10,367,157.00	•	682,524.85	¢	1,516,746.72	¢	8,850,410.28	•	8,708.52	85.29%
Expense rotal	of Elections	•	10,001,101.00	٠	002,024.00	۳	1,010,140.12	۳	0,000,410.20	۳	0,700.02	00.2070
50	GENERAL											
01-50-510-502001	Rents/Leases	\$	24,900.00	\$	2,085.75	\$	6,257.25	\$	18,642.75	\$	-	74.87%
01-50-510-510031	Small Tools, Parts & Maint	\$	515.00	\$	-	\$	-	\$	515.00	\$	-	100.00%
01-50-510-540066	Property Damages & Theft	\$	26,827.00	\$	30.88	\$	30.88	\$	26,796.12	\$	-	99.88%
01-50-510-550040	General Supplies	\$	15,279.00		62.57		1,289.74		13,989.26		-	91.56%
01-50-510-550060	Public Ed./Community Outreach	\$	99,330.00		1,842.50		13,311.25	\$	86,018.75		-	86.60%
01-50-510-550072	Misc Operating Expenses	\$	1,030.00		-	\$	-	\$	1,030.00		-	100.00%
01-50-510-550074	Disaster Preparedness Ongoing Expenses	\$	15,000.00	\$	-	\$	2,398.77	\$	12,601.23	\$	-	84.01%
	General Materials & Supplies	\$	182,881.00	\$	4,021.70	\$	23,287.89	\$	159,593.11	\$	-	87.27%
0.4 = 0 =		_		_		_				_		=0 :
01-50-510-550096	Beaumont Basin Watermaster	\$	50,000.00		7,192.90		10,789.30		39,210.70		-	78.42%
01-50-510-550097	SAWPA Basin Monitoring Program General Services	\$ \$	19,000.00 69,000.00		1,275.66 8,468.56		3,826.98		15,173.02 54,383.72		-	79.86% 78.82%
	Concrat del vices	Ą	03,000.00	φ	0,400.00	φ	14,616.28	φ	J 4 ,303.12	φ	-	10.0270
Expense Total	GENERAL	\$	251,881.00	\$	12,490.26	\$	37,904.17	\$	213,976.83	\$	-	84.95%
_												
Expense Total	ALL EXPENSES	\$	18,773,017.40	\$	1,210,261.92	\$	2,944,463.40	\$	15,828,554.00	\$	8,932.81	84.27%



Beaumont-Cherry Valley Water District Cash Balance & Investment Report As of February 28, 2021

Account Name

Account Ending #

Cash Balance Per Account

Balance **Prior Month Balance**

Wells Fargo General

4152

\$4,111,140.41 \$7,950,609.09 4,111,140.41

Total Cash

7,950,609.09

Investment Summary

			Actual % o	f				2021 Interest
Account Name	Market Value	Prior Month Balance	Total	Policy % Limit	Maturity	Par Amount	Rate	to Date
Ca. State Treasurer's Office: Local Agency Investment Fund	\$31,734,307.84	<u>\$27,734,307.84</u>	46%	No Limit	Liquid	N/A	0.35	\$43,782.56 ⁽¹⁾
CalTRUST Short Term Fund	\$36,866,654.59	\$36,857,210,92	54%	No Limit	Liquid	N/A	0.32	\$31,81B.12
Total Investments	\$ <u>68,600,962.43</u>	\$ <u>64,591,518.76</u>						\$ <u>75,600.68</u>

Total Cash & Investments \$ 72,712,102.84 \$ 72,542,127.85

The investments above are in accordance with the District's investment policy,

BCVWD will be able to meet its cash flow obligations for the next 6 months.

(1) 4th Quarter 2020 Interest received in 2021

Accounts Payable

Checks by Date - Detail by Check Date

User: wclayton

Printed: 4/29/2021 7:06 AM

Beaumont-Cherry Valley Water District

560 Magnolia Avenue Beaumont CA 92223 (951) 845-9581 www.bcvwd.org



Check No	Vendor No	Vendor Name	Check Date	Void	Check
ACH	Invoice No 10085	Description CalPERS Retirement System	Reference 04/01/2021	Checks	Amount
ACII	1001814789/790	PR Batch 00001.04.2021 CalPERS 7.5% EE PEPRA	04/01/2021		3,208.73
	1001814789/790	PR Batch 00001.04.2021 CalPERS 1% ER Paid			182.94
	1001814789/790	PR Batch 00001.04.2021 CalPERS 7% EE Deduction			1,280.67
	1001814789/790	PR Batch 00001.04.2021 CalPERS ER Paid Classic			8,928.25
	1001814789/790	PR Batch 00001.04.2021 CalPERS 8% ER Paid			785.40
	1001814789/790	PR Batch 00001.04.2021 CalPERS 8% EE Paid			2,202.60
	1001814789/790	PR Batch 00001.04.2021 CalPERS ER PEPRA			3,524.87
Total for this AC	CH Check for Vendor 10085	:		0.00	20,113.46
ACH	10087	EDD	04/01/2021		
	0-608-748-192	PR Batch 00001.04.2021 CA SDI			1,299.43
	0-608-748-192	PR Batch 00001.04.2021 State Income Tax			4,395.72
Total for this AC	CH Check for Vendor 10087	:		0.00	5,695.15
ACH	10094	U.S. Treasury	04/01/2021		
	80803331	PR Batch 00001.04.2021 Medicare Employer Portion			1,597.76
	80803331	PR Batch 00001.04.2021 FICA Employer Portion			6,831.82
	80803331	PR Batch 00001.04.2021 Medicare Employee Portion			1,597.76
	80803331	PR Batch 00001.04.2021 Federal Income Tax			11,105.24
	80803331	PR Batch 00001.04.2021 FICA Employee Portion			6,831.82
Total for this AC	CH Check for Vendor 10094	:		0.00	27,964.40
ACH	10141	Ca State Disbursement Unit	04/01/2021		
	35298259	PR Batch 00001.04.2021 Garnishment			360.05
	35298259	PR Batch 00001.04.2021 Garnishment			288.46
Total for this AC	CH Check for Vendor 10141	:		0.00	648.51
ACH	10203	Voya Financial	04/01/2021		
	VB1450 Mar 2021	PR Batch 00001.04.2021 Deferred Comp			350.00
Total for this AC	CH Check for Vendor 10203	:		0.00	350.00
ACH	10264	CalPERs Supplemental Income Plans	04/01/2021		
	1001814793	PR Batch 00001.04.2021 ROTH Loan Adj			35.82
	1001814793	PR Batch 00001.04.2021 100% Contribution			554.10
	1001814793	PR Batch 00001.04.2021 CalPERS 457 %			65.03
	1001814793	PR Batch 00001.04.2021 457 Loan Repayment			357.79
	1001814793	PR Batch 00001.04.2021 CalPERS 457			1,161.00
	1001814793	PR Batch 00001.04.2021 ROTH % Deduction			55.34
Total for this AC	CH Check for Vendor 10264	:		0.00	2,229.08
ACH	10895	Basic Pacific	04/01/2021		
	23315745	PR Batch 00001.04.2021 Flexible Spending Account (PT)			197.91
Total for this AC	CH Check for Vendor 10895	:		0.00	197.91
Total for 4/1/20	021:			0.00	57,198.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10138 HW201 Mar 2021	ARCO Business Solutions ARCO Fuel Charges 03/23/2021 - 03/29/2021	04/05/2021		1,049.80
Total for this ACH	Check for Vendor 10138:			0.00	1,049.80
Total for 4/5/202	1:			0.00	1,049.80
АСН	10087 1-660-785-312 1-660-785-312	EDD PR Batch 00002.04.2021 CA SDI PR Batch 00002.04.2021 State Income Tax	04/06/2021		11.14 11.32
Total for this ACH	Check for Vendor 10087:			0.00	22.46
АСН	10094 04883878 04883878 04883878 04883878 04883878	U.S. Treasury PR Batch 00002.04.2021 Medicare Employer Portion PR Batch 00002.04.2021 Federal Income Tax PR Batch 00002.04.2021 Medicare Employee Portion PR Batch 00002.04.2021 FICA Employer Portion PR Batch 00002.04.2021 FICA Employee Portion	04/06/2021		13.46 46.61 13.46 57.54 57.54
Total for this ACH	Check for Vendor 10094:			0.00	188.61
Total for 4/6/202	1:			0.00	211.07
11345	UB*04315	Shara Mae Aler Refund Check Refund Check Refund Check	04/07/2021		3.50 5.25 102.94
Total for Check Nu	umber 11345:			0.00	111.69
11346	UB*04294	Antoinete Aranda Refund Check Refund Check	04/07/2021		163.30 1.75
Total for Check Nu	ımber 11346:			0.00	165.05
11347	UB*04274	Kenyetta Bedford Refund Check	04/07/2021		217.45
Total for Check Nu	ımber 11347:			0.00	217.45
11348	UB*04291	Andrea Bettencourt Refund Check	04/07/2021		3.50 11.83 1.75 95.62 12.01 5.33
Total for Check Nu	umber 11348:			0.00	130.04
11349	UB*04277	Scott Bishop Refund Check Refund Check	04/07/2021		5.25 1.75
Total for Check Nu	ımber 11349:			0.00	7.00
11350	UB*04305	Obrey Brown Refund Check	04/07/2021		9.36
Total for Check Nu	umber 11350:			0.00	9.36

Check No	Vendor No Invoice No UB*04307	Vendor Name Description Michael Burdette	Check Date Reference 04/07/2021	Void Checks	Check Amount
11331	OB*04307	Refund Check Refund Check	04/07/2021		2.02 55.02
Total for Check Nu	ımber 11351:			0.00	57.04
11352	UB*04279	John Or Margaret Delongchamp Refund Check	04/07/2021		6.06
Total for Check Nu	ımber 11352:			0.00	6.06
11353	UB*04313	Lee Delorefice Refund Check	04/07/2021		94.20 38.77 186.39 3.82 439.54 64.51 89.91
Total for Check Nu	ımber 11353:			0.00	917.14
11354	UB*04312	Winny Desmarais Refund Check	04/07/2021		155.65
Total for Check Nu	ımber 11354:			0.00	155.65
11355	UB*04301	Amanda Emerson Refund Check	04/07/2021		44.93
Total for Check Nu	umber 11355:			0.00	44.93
11356	UB*04278	Mareesa Evans Refund Check	04/07/2021		2.02 8.36 1.40 6.99 11.96 3.14
Total for Check Nu	ımber 11356:			0.00	33.87
11357	UB*04296	Jeramy Grajiola Refund Check Refund Check	04/07/2021		1.75 7.00
Total for Check Nu	nmber 11357:			0.00	8.75
11358	UB*04304	Leo Gutierrez Refund Check	04/07/2021		2.22 3.50 21.23 7.40 3.72 8.37
Total for Check Nu	ımber 11358:			0.00	46.44
11359	UB*04299	Integrity General Engineering Contractors Inc Refund Check Refund Check Refund Check Refund Check	04/07/2021	2.00	177.03 697.04 202.84 398.30
Total for Check Nu	imber 11359:			0.00	1,475.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11360	UB*04302	James Jebbia Refund Check	04/07/2021		52.40
Total for Check N	umber 11360:			0.00	52.40
11361	UB*04298	Cynthia Landingham Refund Check	04/07/2021		174.03
Total for Check N	umber 11361:			0.00	174.03
11362	UB*04309	Linda & Robert Lankford Refund Check	04/07/2021		17.89
Total for Check N	umber 11362:			0.00	17.89
11363	UB*04292	Lucila Larkins Refund Check Refund Check	04/07/2021		27.42 7.00
Total for Check N	umber 11363:			0.00	34.42
11364	UB*04276	Steven Ledbetter Refund Check Refund Check Refund Check Refund Check	04/07/2021		2.52 6.39 5.59 5.68
Total for Check No	umber 11364:			0.00	20.18
11365	UB*04303	James Mbuva Refund Check Refund Check	04/07/2021		1.75 168.78
Total for Check N	umber 11365:			0.00	170.53
11366	UB*04297	Nancy Menedez Refund Check	04/07/2021		63.88
Total for Check N	umber 11366:			0.00	63.88
11367	UB*04190 02122021	Amisi & Ashleigh Mosheir Refund Check	04/07/2021		79.44
Total for Check N	umber 11367:			0.00	79.44
11368	UB*04300	Monique Perez Refund Check Refund Check Refund Check	04/07/2021		1.75 5.25 70.61
Total for Check N	umber 11368:			0.00	77.61
11369	UB*04293	Myda L Quintana Refund Check	04/07/2021		135.79
Total for Check N	umber 11369:			0.00	135.79
11370	UB*04273	San Gorgonio Land LLC Refund Check	04/07/2021		1,932.00
Total for Check N	umber 11370:			0.00	1,932.00

Check No	Vendor No	Vendor Name	Check Date	Void	Check
11371	Invoice No UB*04311	Description Carolinn & Thomas Shay	Reference 04/07/2021	Checks	Amount
		Refund Check			4.48
		Refund Check Refund Check			1.99 4.42
		Refund Check			13.28
Total for Check N	Jumber 11371:			0.00	24.17
11372	UB*04310	Kristine Antonio & Daniel Sisounthone	04/07/2021		
		Refund Check			9.64
		Refund Check Refund Check			3.55 4.28
		Refund Check			27.54
		Refund Check			6.61
Total for Check N	Jumber 11372:			0.00	51.62
11373	UB*04295	Joyce Smith	04/07/2021		
110,0	02 0.200	Refund Check	0.07,2021		152.36
Total for Check N	Jumber 11373:			0.00	152.36
11374	UB*04275	Caroline Suh	04/07/2021	0.00	102.00
113/4	OB 04273	Refund Check	04/07/2021		2.94
		Refund Check			1.75
		Refund Check			6.62
		Refund Check Refund Check			6.16 71.30
Total for Check N	Tumber 11374:			0.00	88.77
11375	UB*04308	Bruce and Shelley Tofflemire Refund Check	04/07/2021		13.21
Total for Check N	Jumber 11375:			0.00	13.21
11376	UB*04306	Caroline Turner	04/07/2021		
11370	CB 01500	Refund Check	01/07/2021		1.75
		Refund Check			49.24
Total for Check N	Jumber 11376:			0.00	50.99
11377	UB*04314	Jayakumar Vickeash	04/07/2021		
110,,	05 0.51	Refund Check	0 11 0 /1 2021		63.15
Total for Check N	Jumber 11377:			0.00	63.15
11378	10216	Accountemps Robert Half Finance & Accounting	04/07/2021		
	57323619	Accounting Tech Temp 03/08 - 03/12/2021			1,289.05
	57323619 57341145	L Ochoa Labor Cost 03/07/2021 Accounting Tech Temp 03/15 - 03/19/2021			160.28 1,282.24
	57341145	L Ochoa Labor Cost 03/19/2021			320.56
	57390058	L Ochoa Labor Cost 03/22 - 03/25/2021			160.28
	57390058	Accounting Tech Temp 03/22 - 03/26/2021			1,121.96
	57430222	Accounting Tech Temp 03/29 - 04/02/2021			1,041.82
Total for Check N	Jumber 11378:			0.00	5,376.19
11379	10319	ACWA Joint Powers Insurance Authority	04/07/2021		
	03312021	2020/2021 3rd Qtr Workers Comp Rate Adjustment			1.40 8 717 69
	03312021	2020/2021 3rd Qtr Workers Comp			8,717.69
Total for Check N	Jumber 11379:			0.00	8,719.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11380	10878 27878	Alpine Technical Services, LLC 275-Gal Tote Earth Tec for Recharge Facility	04/07/2021	Checks	13,716.26
Total for Check Nu				0.00	13,716.26
10tal for Check Nu	10144	Alsco Inc	04/07/2021	0.00	13,/10.20
11361	LYUM1528660 LYUM1531983	Cleaning Mats & Shop Towels 12th/Palm Cleaning Mats & Shop Towels 12th/Palm	04/07/2021		35.60 35.60
Total for Check Nu	umber 11381:			0.00	71.20
11382	10420	Amazon Capital Services, Inc.	04/07/2021		
	1VHT-91VW-CY14 1W3G-36XH-MDXT	Binders for AMR Work Orders (3) Stamp Roll Dispensers			92.18 19.35
Total for Check Nu	ımber 11382:			0.00	111.53
11383	10893	Anthem Blue Cross EAP	04/07/2021		
	79889	EAP Feb 2021			66.65
	80042 80190	EAP Mar 2021 EAP April 2021			68.20 66.65
Total for Check Nu	ımber 11383:			0.00	201.50
11384	10855	Badger Meter, Inc	04/07/2021	0.00	201.50
11364	1422035	(400) 5/8" Meters AMR/AMI Program	04/07/2021		62,926.00
	1422036 1424132	(400) 5/8" Meters AMR/AMI Program (800) 5/8" Meters AMR/AMI Program			62,926.00 125,852.00
Total for Check Nu	umber 11384:			0.00	251,704.00
11385	10283	BCVWD Custodian of Petty Cash	04/07/2021		
	03302021	Reim - Notary Fees - Liens			15.00
Total for Check Nu	umber 11385:			0.00	15.00
11386	10774	Jesus Camacho	04/07/2021		
	921449/450	(21) Truck Washes (1) Trailer Wash - Mar 2021			225.00
Total for Check Nu	umber 11386:			0.00	225.00
11387	10822	Canon Financial Services, Inc	04/07/2021		
	26403130 26403130	Meter Usage - 02/01 - 02/28/2021 Contract Charge - 03/01 - 03/31/2021 - 560 Magnolia			137.41 329.33
	26403131	Meter Usage - 02/01 - 02/28/2021			125.31
	26403131	Contract Charge - 03/01 - 03/31/2021 - 12th/Palm			235.78
Total for Check Nu	umber 11387:			0.00	827.83
11388	10614	Cherry Valley Automotive	04/07/2021		
	32813	Replace (1) Tire - Unit 38/OD 25,104			186.37
	32813	Labor - Mount/Balance Tire - Unit 38/OD 25,104			20.00
Total for Check Nu	umber 11388:			0.00	206.37
11389	10016	City of Beaumont	04/07/2021		
	03082021 03092021	EP0862 Repair Main Line Leak - 675 American Ave EP0867 Repair Main Line Leak - 895 E 5th St			490.63 490.63
	03162021	EP0872 Repair Main Line Leak - 1249 Massachusetts			490.63
	03242021	EP0882 Install Services Treatment Plant - 714 W 4th St			490.63
	11289	EP0848 Retrofit Leaking Service Line - 1262 Michigan Ave			945.10
	11365	EP0854 Repair Leaking Water Main - 480 E. 5th St.			490.63
	11366	EP0852 Repair Leaking Water Service - 514 Michigan Ave			490.63
	11426 11427	EP0857 Repair Service Line Leak - 902 Pennsylvania Ave EP0858 Main Line Leak - 1175 Pennsylvania Ave			490.63 490.63
	11428	EP0859 Retrofit Service Line - 1284 Palm Ave			490.63
	11429	EP0860 Retrofit Leaking Service Line - 1118 Palm Ave			490.63
	11509	EP0865 Emergency Retrofit Service - 700 Emily Lane			180.76
Total for Check Nu	umber 11389:			0.00	6,032.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11390	10112 816586	Cla-Val Repair - Edgar Canyon Pipeline Control Valve Repairs	04/07/2021		5,141.43
Total for Check Nu	ımber 11390:			0.00	5,141.43
11391	10902 5374368-0313319	Colonial Life Col Life Premiums Mar 2021	04/07/2021		3,821.98
Total for Check Nu	ımber 11391:			0.00	3,821.98
11392	10244 53000265	Fiserv Inc NSF Fee - 53000265	04/07/2021		128.68
Total for Check Nu	umber 11392:			0.00	128.68
11393	10303 9826169634 9856241808	Grainger Inc Eye Wash Stations - Well's 12 and 5 (6) Replacement Eyewash Heads - District Stations	04/07/2021		652.63 81.63
Total for Check Nu	ımber 11393:			0.00	734.26
11394	10968 22579	Great Place to Work Institute, Inc Analyze Package 03/15/2021 - 03/14/2022	04/07/2021		2,195.00
Total for Check Nu	umber 11394:			0.00	2,195.00
11395	10966 14421 14421	Hazardous Disposal Specialists, Inc Hazardous Waste/Oil Tubes/Batteries From Meters/Asbestos Shipping Container to Dispose of Hazardous Waste	04/07/2021		9,715.44 409.45
Total for Check Nu	umber 11395:			0.00	10,124.89
11396	10929 960	IC Systems (96) 60lb Buckets of Accu-Tab Chlorine Tablets for District chlo	04/07/2021		14,424.00
Total for Check Nu	umber 11396:			0.00	14,424.00
11397	10465 25AR1260302 25AR1260302	Image Source Xerox 3610 Contract Charges 04/01 - 04/30/2021 Xerox 3610 Usage Charges 03/01 - 03/31/2021	04/07/2021		73.20 23.08
Total for Check Nu	ımber 11397:			0.00	96.28
11398	10273 \$1040060.009 \$1042368.003 \$1042368.004 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001 \$1043584.001	Inland Water Works Supply Co. (25) 1 Gasket Assembly (2,040) Security Seals for Transmitters (660) 100W Itron Security Seals (100) 2 Drop In Gaskets (50) Meter Bolts 2 (2) Hex Digging Bars - Field Tools (77) Nuts and Bolts 10 - 12 (1,879) 3/4 Meter Gaskets (100) 1.5 Drop in Meter Gaskets (50) Slip Can 8 X 12 (20) Gate Cap Water 6 (18) Gate Valve Brass 1 (50) Meter Bolts 1-1/2 (1,121) 3/4 Neoprene Meter Gaskets (100) Nuts and Bolts BFV 18 (16) Gate Valve Brass 1 (23) Nuts and Bolts 10 - 12	04/07/2021		180.23 329.46 76.03 253.43 113.52 274.55 561.84 515.87 248.14 633.57 316.79 1,045.39 110.87 307.77 998.93 929.24 167.82
Total for Check Nu	umber 11398:			0.00	7,063.45

Check No	Vendor No	Vendor Name	Check Date	Void	Check
11399	Invoice No 10809	Description Inner-City Auto Repair & Tires	Reference 04/07/2021	Checks	Amount
	1743	Taxes For Invoice, Check 11332			79.12
	1790 1790	Replace Rear Brake Pads/Rear Rotors-Unit 34/OD 36,099 Labor - Oil Mainenance/Brakes - Unit 34/OD 36,099			402.20 185.00
	1798	Labor - Replace Injector Connector - Unit 16/OD 119,588			396.00
	1798	R/R Spark Plugs/Coil Boots - Unit 16/OD 119,588			331.05
Total for Check 1	Number 11399:			0.00	1,393.37
11400	10880	Ken Grody Ford Redlands	04/07/2021		4 50 4 50
	6330467/3 6330467/3	Replaced Front/Rear Brake Pads - Unit 33/OD 45,025 Labor-Resurfaced Rotors/Brake System-Unit 33/OD 45,025			1,524.58 1,211.58
Total for Check 1	Number 11400:			0.00	2,736.16
11401	10919	Liebert Cassidy Whitmore	04/07/2021	0.00	2,750.10
11401	03102021	Training Workbooks - HR Practices	04/07/2021		937.00
Total for Check 1	Number 11401:			0.00	937.00
11402	10026	McCrometer Inc	04/07/2021		
	548522	Register - Booster 21 A & B Flow Meter			376.28
Total for Check 1	Number 11402:			0.00	376.28
11403	10322	Jonathan Medina	04/07/2021		
	033747	Boot Allowance - J Medina			144.99
Total for Check 1	Number 11403:			0.00	144.99
11404	10143	Nobel Systems Inc	04/07/2021		
	15033	Pre-Paid GeoViewer iPad Subscription 05/01/2021 - 04/30/2022			19,500.00
Total for Check 1	Number 11404:			0.00	19,500.00
11405	10527	OfficeTeam, A Robert Half Company	04/07/2021		007.49
	57317637 57358318	Customer Service Temp 03/08 - 03/12/2021 Customer Service Temp 03/15 - 03/19/2021			996.48 996.48
	57409342	Customer Service Temp 03/22 - 03/26/2021			996.48
	57439781	Customer Service Temp 03/29 - 04/02/2021			996.48
Total for Check 1	Number 11405:			0.00	3,985.92
11406	10946	Safeguard	04/07/2021		- 40.00
	034483121	(10,000) Regular No Window Envelopes			710.93
Total for Check 1	Number 11406:			0.00	710.93
11407	10689	Safety Compliance Company	04/07/2021		250.00
	194863 195377	Safety Meeting - Respiratory 03/03/2021 Safety Meeting - GHS/SDS 03/16/2021			250.00 250.00
Total for Check 1	Number 11407:			0.00	500.00
11408	10030	Southern California Edison	04/07/2021		
11100	2039374889	Electricity 02/22 - 03/23/2021 - Wells	0 1/0 // 2021		117,386.02
	2039374889	Electricity 02/16 - 03/17/2021 - 851 E 6th St			132.77
	2039374889	Electricity 02/24 - 03/23/2021 - 560 Magnolia Ave			1,136.25
	2039374889 2039374889	Electricity 02/19 - 03/20/2021 - 815 E 12th Ave Electricity 02/24 - 03/23/2021 - 9781 Ave Miravilla			399.36 73.66
	2039374889	Electricity 11/21 - 03/01/2021 - Wells (Prior Month)			7,051.58
	2419941281	Electricity 02/24 - 03/23/2021 - 12303 Oak Glen Rd			312.03
	2419941281 2419941281	Electricity 02/24 - 03/23/2021 - 13695 Oak Glen Rd Electricity 02/24 - 03/23/2021 - 13697 Oak Glen Rd			158.87 158.27
Total for Check 1	Number 11408:			0.00	126,808.81

Check No	Vendor No	Vendor Name	Check Date	Void	Check
11409	Invoice No 10926	Description SSD Alarm	Reference 04/07/2021	Checks	Amount
	R-00277284	Alarm Equip/Rent/Service/Monitor - 11083 Cherry			59.50
	R-00277284 R-00277284	Alarm Equip/Rent/Service/Monitor - 851 E. 6th Alarm Equip/Rent/Service/Monitor - 815 12th			77.69 125.00
	R-00277284 R-00277284	Alarm Equip/Rent/Service/Monitor - 560 Magnolia			362.13
Total for Check N	umber 11409:			0.00	624.32
11410	10031	Staples Business Advantage	04/07/2021		
	3472560147 3472560148	Office Supplies Office Supplies			68.30 101.05
	7327125300	(5) Printer Cartridges			336.50
Total for Check N	umber 11410:			0.00	505.85
11411	10788	Mark Swanson	04/07/2021		
	60392203	Refund Overpayment to M Swanson			235.03
Total for Check N	umber 11411:			0.00	235.03
11412	10284	Underground Service Alert of Southern California	04/07/2021		
	dsb20201290	Annual State Fee for Regulatory Cost - Dig Safe Board			1,491.73
Total for Check N	umber 11412:			0.00	1,491.73
11413	10778	Urban Habitat	04/07/2021		5 140 50
	6369	Landscape Contracted Services - March 2021			5,140.50
Total for Check No	umber 11413:			0.00	5,140.50
11414	10651 20815	Weldors Supply and Steel, Inc Torch Tip Cleaner - Unit 4/Cut Wheels - Unit 17/Copper Cutters	04/07/2021		282.51
Total for Check N	umber 11414:			0.00	282.51
11415	10158 96917	Wienhoff Drug Testing Supervisor Training - Reasonable Suspicion 12/16/2020	04/07/2021		100.00
T (I C C I I N	1 11415			0.00	100.00
Total for Check No	umber 11415:			0.00	100.00
Total for 4/7/202	21:			0.00	502,997.62
ACH	10288	CalPERS Health Fiscal Services Division	04/08/2021		
	16371387	Active Employees Health Ins Apr 2021			55,261.83 132.63
	16371387 16371387	Admin Fee for Health Ins Apr 2021 Retired Employees Health Ins Apr 2021			2,370.00
	16371387	Admin Fee for Retired Emp Health Ins Apr 2021			13.12
Total for this ACH	I Check for Vendor 10288:			0.00	57,777.58
Total for 4/8/202	21:			0.00	57,777.58
ACH	10138	ARCO Business Solutions	04/12/2021		
Ach	HW201 Mar 2021	ARCO Fuel Charges 03/30/2021 - 04/05/2021	04/12/2021		1,587.52
Total for this ACH	I Check for Vendor 10138:			0.00	1,587.52
Total for 4/12/20	021:			0.00	1,587.52
A CIT	10042	Carthan California Can Carra	04/12/2021		
ACH	10042 07132135000Mar	Southern California Gas Company Monthly Gas Charges 02/26 - 03/29/2021	04/13/2021		15.29
Total for this ACH	I Check for Vendor 10042:			0.00	15.29

Check No	Vendor No Invoice No	Vendor Name	Check Date Reference	Void Checks	Check Amount
ACH	10052	Description Home Depot Credit Services	04/13/2021	Checks	
	WM32501090	800 Watt Sensor Light Switch/Wall Plate - 815 E 12th			85.72
Total for this ACH	Check for Vendor 10052:			0.00	85.72
ACH	10147 1050238	Online Information Services, Inc 274 Credit Reports for Mar 2021	04/13/2021		769.80
Total for this ACH	Check for Vendor 10147:			0.00	769.80
ACH	10350	NAPA Auto Parts	04/13/2021		
	3312021 3312021	Light Bulbs - Unit 16 Tail-Light Assembly - Unit 13/ OD 160,787			8.60 108.26
	3312021	Battery - Unit 3/ OD 69,935			151.84
Total for this ACH	Check for Vendor 10350:	•		0.00	268.70
ACH	10632	Quinn Company	04/13/2021	0.00	200.70
ACII	WOA00028512	Districts CAT Loader Maintenance/Oil Change & Filters	04/13/2021		1,082.24
	WOA00028512	Labor Districts CAT Loader Maintenance			2,555.00
	WOG00009958	Labor Repairs on Well 24 Generator			1,239.45
	WOG00009958	Repairs on Well 24 Generator			464.71
Total for this ACH	Check for Vendor 10632:			0.00	5,341.40
ACH	10743	Townsend Public Affairs, Inc	04/13/2021		
	17006	Consulting Services - April 2021			4,000.00
Total for this ACH	Check for Vendor 10743:			0.00	4,000.00
Total for 4/13/20	21:			0.00	10,480.91
11416	10234	Kristen Schultz	04/14/2021		
11410	03312021	(3) Notary Fees	04/14/2021		45.00
	03312021	Notary Fees			15.00
Total for Check Nu	umber 11416:			0.00	60.00
Total for 4/14/20	21:			0.00	60.00
ACH	10085	CalPERS Retirement System	04/15/2021		2.126.15
	16361506 16361506	PR Batch 00003.04.2021 CalPERS 7.5% EE PEPRA PR Batch 00002.04.2021 CalPERS ER PEPRA			3,126.17 76.46
	16361506	PR Batch 00003.04.2021 CalPERS 8% EE Paid			2,257.34
	16361506	PR Batch 00003.04.2021 CalPERS 1% ER Paid			182.94
	16361506	PR Batch 00003.04.2021 CalPERS ER PEPRA			3,434.19
	16361506	PR Batch 00003.04.2021 CalPERS ER Paid Classic			9,038.04
	16361506 16361506	PR Batch 00002.04.2021 CalPERS 7.5% EE PEPRA PR Batch 00003.04.2021 CalPERS 8% ER Paid			69.60 785.40
	16361506	PR Batch 00003.04.2021 CalPERS 7% EE Deduction			1,280.67
Total for this ACH	Check for Vendor 10085:			0.00	20,250.81
ACH	10087	EDD	04/15/2021		
	0-934-021-792	PR Batch 00003.04.2021 State Income Tax			4,931.28
	0-934-021-792	PR Batch 00003.04.2021 CA SDI			1,337.72
	1-709-011-616	PR Batch 00004.04.2021 State Income Tax PR Patch 00004.04.2021 CA SDI			12.55
	1-709-011-616	PR Batch 00004.04.2021 CA SDI			8.91
Total for this ACH	Check for Vendor 10087:			0.00	6,290.46

Check No	Vendor No	Vendor Name	Check Date	Void	Check
	Invoice No	Description	Reference	Checks	Amount
ACH	10094	U.S. Treasury	04/15/2021		
	1316166	PR Batch 00004.04.2021 FICA Employer Portion			46.03
	1316166	PR Batch 00004.04.2021 Medicare Employee Portion			10.76
	1316166	PR Batch 00004.04.2021 Medicare Employer Portion			10.76
	1316166	PR Batch 00004.04.2021 Federal Income Tax			63.20
	1316166	PR Batch 00004.04.2021 FICA Employee Portion			46.03
	92177095	PR Batch 00003.04.2021 FICA Employer Portion			6,983.77
	92177095	PR Batch 00003.04.2021 Federal Income Tax			12,037.23
	92177095	PR Batch 00003.04.2021 Medicare Employer Portion			1,633.31
	92177095	PR Batch 00003.04.2021 FICA Employee Portion			6,983.77
	92177095	PR Batch 00003.04.2021 Medicare Employee Portion			1,633.31
Total for this ACI	H Check for Vendor 10094:			0.00	29,448.17
ACH	10141	Ca State Disbursement Unit	04/15/2021		
	35475694	PR Batch 00003.04.2021 Garnishment			360.05
	35475694	PR Batch 00003.04.2021 Garnishment			288.46
Total for this ACI	H Check for Vendor 10141:			0.00	648.51
ACH	10203	Voya Financial	04/15/2021		
ACII	VB1450-PP082021	PR Batch 00003.04.2021 Deferred Comp	04/13/2021		350.00
		•			
Total for this ACI	H Check for Vendor 10203:			0.00	350.00
ACH	10264	CalPERs Supplemental Income Plans	04/15/2021		
	16404137	PR Batch 00003.04.2021 ROTH % Deduction			55.34
	16404137	PR Batch 00003.04.2021 457 Loan Repayment			357.79
	16404137	PR Batch 00003.04.2021 ROTH Loan Adj			35.82
	16404137	PR Batch 00003.04.2021 CalPERS 457 %			65.03
	16404137	PR Batch 00003.04.2021 100% Contribution			480.22
	16404137	PR Batch 00003.04.2021 CalPERS 457			1,161.00
Total for this ACI	H Check for Vendor 10264:			0.00	2,155.20
ACH	10895	Basic Pacific	04/15/2021		
71011	04152021	PR Batch 00003.04.2021 Flexible Spending Account (PT)	0 1/ 13/2021		197.91
	0.1102021	11. 2ate. 000000 112022 1 10111010 spontaning 1 1000ain (t. 1)			1,7,0,1
Total for this ACI	H Check for Vendor 10895:			0.00	197.91
ACH	10781	Umpqua Bank	04/15/2021		
	10016	City of Beaumont			
		Monthly Sewer Charges 01/01 - 03/01/2021			152.16
	10019	C R & R Incorporated			
		Monthly Charges 3 YD Commercial Bin Mar 2021			279.65
	10034	US Postal Service			
		Postage Stamps			275.00
	10037	Waste Management Of Inland Empire			
		Recycling Dumpster Charges - 815 E 12th Mar 2021			95.45
		Yard Dumpsters 815 E 12th Mar 2021			315.14
		Overage Service - 815 E 12th Mar 2021			67.66
		Monthly Sanitation 560 Magnolia Mar 2021			95.45
		Recycling Dumpster Charges 560 Magnolia Mar 2021			115.90
		Recycling Dumpster Charges 815 E 12th April 2021			315.14
		Yard Dumpsters 815 E 12th April 2021			95.45
		Monthly Sanitation 560 Magnolia April 2021			95.45
		Recycle Dumpster Charges 560 Magnolia April 2021			115.90
	10083	California Chamber of Commerce			
		2021 CA Labor Law Poster			54.34

Check No	Vendor No Invoice No	Vendor Name	Check Date Reference	Void Checks	Check
	10116	Description Verizon Wireless Services LLC	Reference	Checks	Amount
	10110	Cell Phone iPad Charges for Mar 2021			554.89
	10152	~			334.69
	10153	Brown and Caldwell Temporary WUP Position (Grant)			200.00
	10224	` /			200.00
	10224	Legal Shield Monthly Prepaid Legal for Employees Mar 2021			142.50
	10284	Underground Service Alert of Southern California			142.30
	10204	Monthly Maintenance Fee			10.00
		(101) New Ticket Charges Mar 2021			166.65
		California State Fee Regulatory Costs 2020			149.17
	10319	ACWA Joint Powers Insurance Authority			149.17
	10319	2021 Virtual Legislative Symposium Registration-Clayton			145.00
		2021 Virtual Legislative Symposium Registration-Covington			145.00
		2021 Virtual Legislative Symposium Registration-Rodriguez			145.00
	10390	Dangelo Company			143.00
	10390	Eye Wash Stations - Well 24/Well 26/Well 12			1,495.03
	10397	Wal-Mart			1,475.05
	10377	Office Supplies			16.07
		Dividers - Filing Supplies - AMR Work Orders			37.90
		Office Supplies - Field Office			78.27
	10526	Verizon			76.27
	10320	Monthly Phone Service 03/01 - 03/31/2021			1,028.26
	10544	Western Municipal Water District			1,020.20
	10311	Annual Notice Groundwater Extraction - 12th/Palm			1,000.00
	10546	Frontier Communications			1,000.00
	103 10	03/10-04/09/2021 Mar FIOS/FAX 12th/Palm			332.68
		02/25-03/24/2021 Mar FIOS/FAX 560 Magnolia Ave			145.66
		03/25-04/24/2021 Apr FIOS/FAX 841 E 6th St			145.66
		02/25-03/24/2021 Mar FIOS/FAX 560 Magnolia Ave			290.00
		03/25-04/24/2021 Apr FIOS/FAX 560 Magnolia Ave			290.00
	10598	myfax			
		2021 Annual Subscription Fee HR FAX 03/2021-02/2022			110.00
	10623	WP Engine			
		Web Host for BCVWD Website Mar 2021			115.00
	10630	FMB Truck Outfitters, Inc			
		(6) Handles/(6) Blade Locks - Unit 4/OD 54,690			193.63
	10692	MMSoft Design			
		Network Monitoring Software Mar 2021			202.45
	10693	Pres-Tech Equipment Company			
		Filter for Vac Machine on Unit 8/ OD 66,356			810.55
	10761	BLS*Spamtitan			
		Email Filtering Districtwide Mar 2021			47.00
		Monthly Web Filter License Mar 2021			73.32
	10766	Sam's Club			
		Envelopes for Customer Drop Box			50.94
	10784	Autodesk, Inc			
		Auto CAD Software 851 E 6th St - Mar 2021			710.00
	10790	Microsoft			
		Monthly Microsoft - Mar 2021			14.80
		Monthly Microsoft Exchange - Mar 2021			264.00
		Monthly Microsoft Office License - Mar 2021			629.68
	10818	DOT Compliance Group			
		Physical Dot Mandate Class 1 Driver - Field Staff			88.26
	10828	GovernmentJobs.com			
		Temporary CSR Position (Grant)			199.00
		Temporary WUP Position (Grant)			199.00
		Part-Time Position CSR			199.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	10892	Zoom Video Communications, Inc. Video Conferences April 2021			205.90
	10915	Mission Instant Cooling Gear (20) Heat Stress Face Coverings - Field Staff			430.80
	10971	Advexure (2) Autel EVO II Batteries/Charging Hub - Drones			576.85
	10972	Parts Town LLC			
	10973	Control Knob - Refrigerator - 560 Magnolia RepairClinic.com			61.55
	10974	Mini Refrigerator Relay Kit - 560 Magnolia Job Expo International			57.88
		Virtual Cyber Security Summit Registration			95.00
Total for this AC	H Check for Vendor 10781:			0.00	13,925.04
Total for 4/15/2	021:			0.00	73,266.10
ACH	10138 HW201April 2021	ARCO Business Solutions ARCO Fuel Charges 04/06/2021 - 04/12/2021	04/19/2021		1,627.22
Total for this AC	H Check for Vendor 10138:	. Hee Tue charges (1707,2721		0.00	1,627.22
Total for this AC.	ri Check for Vehidor 10138.			0.00	1,027.22
Total for 4/19/2	021:			0.00	1,627.22
11417	UB*04290	C.P. Construction Co. Inc Refund Check	04/20/2021		1,853.74
Total for Check N	Jumber 11417:			0.00	1,853.74
11418	UB*04316	Clayco Construction Refund Check	04/20/2021		2,152.00
Total for Check N	Jumber 11418:			0.00	2,152.00
11419	UB*04282	Ricardo Covarrubias Refund Check Refund Check	04/20/2021		90.75 7.00
Total for Check N	Jumber 11419:			0.00	97.75
11420	UB*04286	Naomi A and Brett J Dearmore Refund Check	04/20/2021		55.30 3.31 3.26 1.47 1.75 5.25
Total for Check N	Number 11420:			0.00	70.34
11421	UB*04283	Tanya Delaney Refund Check Refund Check	04/20/2021		5.25 187.00
Total for Check N	Number 11421:			0.00	192.25
11422	UB*04288	Granite Construction Refund Check	04/20/2021		1,119.24
Total for Check N	Jumber 11422:			0.00	1,119.24
11423	UB*04287	Julie Heigl Refund Check	04/20/2021		147.04
Total for Check N	Jumber 11423:			0.00	147.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11424	UB*04284	Moorefield Construction Refund Check Refund Check Refund Check Refund Check	04/20/2021		1,155.03 513.34 1,128.58 1,886.77
Total for Check	Number 11424:			0.00	4,683.72
11425	UB*04317	Kristopher & Adina Mueller	04/20/2021		,,,,,
11.20	02 0.01,	Refund Check	0 1. 20. 2021		152.57
Total for Check	Number 11425:			0.00	152.57
11426	UB*04285	George Robinson Refund Check	04/20/2021		17.62 16.22 14.95 37.68 33.65 3.50
		Refund Check			3.50
Total for Check	Number 11426:			0.00	127.12
11427	UB*04281	Oscar Salazar Refund Check	04/20/2021		5.34 15.48 7.00 13.81 19.06 34.83 29.52
Total for Check	Number 11427:			0.00	125.04
11428	UB*04289	Lawrence Vandenbroeck Refund Check Refund Check Refund Check Refund Check	04/20/2021		2.56 5.68 5.76 30.11
Total for Check	Number 11428:			0.00	44.11
11429	UB*04280	Maria Villegas Refund Check	04/20/2021		49.48
T . 16 Cl 1:	N. 1 11400			0.00	
Total for Check	10099	A & A Fence Co. Inc	04/20/2021	0.00	49.48
	24019 24019	(30) White Caps - NCR I Ponds (30) White Rail Posts - NCR I Ponds			37.17 621.29
Total for Check	Number 11430:			0.00	658.46
11431	10000 22939 22939 232397 232398 232399	A C Propane Co Annual Tank Rental - 9781 Avenida Miravilla Annual Tank Rental - 12303 Oak Glen Rd Propane Refill Mar 2021 - 9781 Avenida Miravilla Propane Refill Mar 2021 - 13697 Oak Glen Rd Propane Refill Mar 2021 - 13695 Oak Glen Rd	04/20/2021		52.80 52.80 394.00 564.66 372.36
Total for Check	Number 11431:			0.00	1,436.62
11432	10792 05012021	A-1 Financial Services May 2021 Rent - 851 E. 6th St. Eng Office	04/20/2021		2,085.75
Total for Check	Number 11432:			0.00	2,085.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11433	10216 57470198	Accountemps Robert Half Finance & Accounting Accounting Tech Temp 04/05-04/09/2021	04/20/2021		961.68
	57497757	Accounting Tech Temp 04/12-04/16/2021			721.26
Total for Check Nu	umber 11433:			0.00	1,682.94
11434	10001 48672	Action True Value Hardware Mail Box Labels-13697 Oak Glen	04/20/2021		1.77
	48672	Drill Bits-Unit 37/Cat House Shelving			65.67
	48672	PVC Couplings-Well 29 Repairs			0.84
	48672	Chain Saw Oil			6.78
	48672 48672	Mail Box Labels-13695 Oak Glen Fence Ties-Edgar Canyon			1.78 23.11
	48672	Rivets/Rivet Tool-Unit 4			37.25
Total for Check Nu	ımber 11434:			0.00	137.20
11435	10975	Alexander's Meter Reading Solutions	04/20/2021		
11.00	10102 M	Annual Route Manager Software Maint/Phone Support	0 1/20/2021		1,153.00
Total for Check Nu	umber 11435:			0.00	1,153.00
11436	10420	Amazon Capital Services, Inc.	04/20/2021		
	1H9G-WCKX-HGTY	8 Gallons Liquid Hand Sanitizer - 560 Magnolia			134.30
	1H9G-WCKX-K1T6	Small Generator - Production Staff			203.23
Total for Check Nu	umber 11436:			0.00	337.53
11437	10901	Ameritas Life Insurance Corp.	04/20/2021		
	03012021 03012021	Ameritas Vision March 2021 Ameritas Dental March 2021			425.56 2,087.52
	04012021	Ameritas Vision April 2021			475.44
Total for Check Nu	ımber 11437:			0.00	2,988.52
11438	10272	Babcock Laboratories Inc	04/20/2021		
	03312021	(5) Trihalomethanes Water Samples			395.00
	03312021	(84) Coliform Water Samples			3,528.00
	03312021	(5) Haloacetic Acid Water Samples			630.00
Total for Check Nu	umber 11438:			0.00	4,553.00
11439	10271	Beaumont Ace Home Center	04/20/2021		40.71
	03312021 03312021	Premium Pump/Distributor Head Kit-Well 23 Swamp Cooler Pressure Reduce Valve-Damaged Meter Change			40.71 96.96
	03312021	Tube/Pipe Cutters			58.16
	03312021	Shoe Handle Brush w/Scraper-Unit 32			4.63
	03312021	Spray Paint/Reflective Tape-Mail Box-13695 Oak Glen			9.25
	03312021 03312021	Spray Paint/Reflective Tape-Mail Box-13697 Oak Glen Premium Pump-Well 25 Swamp Cooler			9.24 35.33
	03312021	Pillow Block Bearing-Well 25 Swamp Cooler			9.15
	03312021	U-Post/Barb Wire/Ties-Fencing/Edgar Canyon			209.89
	03312021	Spigot Plug/Adapters-Well 29 Sounding Tube			7.20
	03312021	Pepper Defense-Dogs			14.00
	03312021 03312021	Aluminum Rivet Pulley V-Belts/Pumps-District Swamp Coolers			8.07 268.13
	03312021	Self Tape Valve-Well 21 Swamp Cooler			4.95
	03312021	Spigot Plug/Adapters-Well 26 Sounding Tube			7.20
	03312021	Disc Flaps/Washers-Mail Box-13697 Oak Glen			10.70
	03312021 03312021	T-Post/Barb Wire-Edgar Canyon Pillow Block Bearing-Well 23 Swamp Cooler			257.19 9.15
	03312021	Drill Bit/Rivet Nuts-Unit 32			23.13
	03312021	Gloss Spray Paint-Key Pad Box/Lower Canyon Gate			6.77
	03312021	Steel Angle/Rod Irons-Lower Canyon Gate			28.60

Check No	Vendor No	Vendor Name	Check Date	Void	Check
	Invoice No	Description	Reference	Checks	Amount
	03312021	54 Inch Broom Handles/Gorilla Glue			28.41
	03312021	Safety Lock-Well 23 Generator Door			10.23
	03312021	2 Gallon Chlorinator/Muriatic Acid/Adapters-Well 16			48.95
	03312021	Adapters/Elbows-Well 26 Sounding Tube			6.95
	03312021 03312021	Elbows-Well 2 Air Vac Rivet Tool-Unit 32			4.61 23.69
	03312021	Couplings-Damaged Meter Change			8.60
	03312021	Adapters-Well 22 Air Vent			1.39
	03312021	Adapters/Bushings-Well 21 Chlorinator			6.23
	03312021	Grey Rock-Main Line Leak- 8940 Avenida Miravilla			60.34
	03312021	PVC-Well 29 Repair			2.14
	03312021	Gloves-Field Staff			18.31
	03312021	No Parking Sign-Edgar Canyon			16.10
	03312021	Disc Flaps/Washers-Mail Box-13695 Oak Glen			10.69
	03312021	Flux Cored Wire-Districts Welder			23.48
	03312021	2 Gallon Liquid Chlorinator-Well 16			36.59
Total for Check N	Number 11439:			0.00	1,425.12
11440	10774	Jesus Camacho	04/20/2021		
11440	577132	(20) Truck Washes Apr 2021	04/20/2021		210.00
T . 16 GL 13	. 1 11440			0.00	210.00
Total for Check N	Number 11440:			0.00	210.00
11441	10249	CDW Government LLC	04/20/2021		
	8876701	PC Replacement Monitors for 12th and Palm/UB Customer Service			8,268.85
	8876701	PC Replacement Towers for 12th and Palm/UB Customer Service			8,259.94
Total for Check N	Number 11441:			0.00	16,528.79
11442	10016	City of Beaumont	04/20/2021		
	EP2021-0894	EP0894 1025 13th St			490.63
Total for Check N	Number 11442:			0.00	490.63
11443	10772	CV Strategies	04/20/2021		
11113	6129	Strategic Communication Services Mar 2021	0 1/20/2021		1,842.50
T 416 CL 13	T 1 11442			0.00	1.042.50
Total for Check N	Number 11443:			0.00	1,842.50
11444	10942	Diamond Environmental Services LP	04/20/2021		
	0003184782	(1) Rental and Service Portable Restroom			92.32
	0003184783	(2) Rental and Service Handicap Portable Restrooms			238.55
Total for Check N	Number 11444:			0.00	330.87
11445	10600	Gaucho Gophers & Landscape Management	04/20/2021		
	03022021	NCR I Rodent Control Mar 2021			1,000.00
	04052021	NCR I Rodent Control Apr 2021			1,000.00
Total for Check N	January 11445.			0.00	2 000 00
Total for Check I	Number 11445:			0.00	2,000.00
11446	10321	Julian Herrera Jr	04/20/2021		
	408548	Safety Boots - J Herrera			140.06
Total for Check N	Jumber 11446:			0.00	140.06
		11 1W + W 1 2 1 2	04/20/2021	0.00	1.0.00
11447	10273	Inland Water Works Supply Co.	04/20/2021		0.70 45
	S1042368.005	(1,200) Security Seals for Transmitters			253.43
	S1043764.001	(1,080) Security Seals for Transmitters			228.09
	S1043764.001	(1,000) 100W+3Port ERT's Encoder w/Integral Connector			79,196.25
Total for Check N	Number 11447:			0.00	79,677.77
	•				*

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
11448	10809 1826 1826	Inner-City Auto Repair & Tires Labor-Oil Change Unit 35 OD/26,011 Oil Change/Replace Filters Unit 35 OD/26,011	04/20/2021		13.00 112.79
Total for Check N	umber 11448:			0.00	125.79
11449	10880 6329588	Ken Grody Ford Redlands Labor-Check Electrical System Unit 38/OD 23,951	04/20/2021		209.99
Total for Check N	umber 11449:			0.00	209.99
11450	10894 0001473458	Liberty Dental Plan Liberty Dental - Apr 2021	04/20/2021		305.17
Total for Check N	umber 11450:			0.00	305.17
11451	10527 57479379	OfficeTeam, A Robert Half Company Customer Service Temp 04/05-04/09/2021	04/20/2021		996.48
Total for Check N	umber 11451:			0.00	996.48
11452	10223 230923	Richards, Watson & Gershon Legal Services Feb Board Approval 04/14/2021	04/20/2021		5,267.50
Total for Check N	umber 11452:			0.00	5,267.50
11453	10095 202102000339	Riverside County Dept of Waste Resources Weeds/Trash Removal NCR I Feb 2021	04/20/2021		473.30
Total for Check N	umber 11453:			0.00	473.30
11454	10689 190470 196268	Safety Compliance Company Safety Meeting- Driving Safety 11/05/2020 Safety Meeting - Heat Illness 04/07/2021	04/20/2021		250.00 250.00
Total for Check N	umber 11454:			0.00	500.00
11455	10290 21-00231	San Gorgonio Pass Water Agency 681 AF @ \$399 for Feb 2021 Noble Creek Turnout	04/20/2021		271,719.00
Total for Check N	umber 11455:			0.00	271,719.00
11456	10602 101549266	Dustin Smith Safety Boots - D Smith	04/20/2021		200.00
Total for Check N	umber 11456:			0.00	200.00
11457	10903 03012021 04012021	The Lincoln National Life Insurance Company Life & ADD EE/ER Insurance March 2021 Life & ADD EE/ER Insurance April 2021	04/20/2021		553.87 481.95
Total for Check N	umber 11457:			0.00	1,035.82
11458	10063 1139778 1142481	The Record Gazette Advertising/Legal Notices-Well 24 Rehab HR-Advertising/Legal Notices-Classification Study	04/20/2021		640.00 448.00
Total for Check N	umber 11458:			0.00	1,088.00
11459	10255 0433224-IN 0433225-IN 0433402-IN	Unlimited Services Building Maintenance Apr 2021 Janitorial Services for 815 E 12th St Apr 2021 Janitorial Services for 560 Magnolia Ave Apr 2021 Janitorial Services for 851 E 6th St	04/20/2021	0.00	150.00 845.00 160.00
Total for Check N	umper 11459:			0.00	1,155.00

Check No	Vendor No Invoice No 10385	Vendor Name Description Waterline Technologies, Inc PSOC	Check Date Reference 04/20/2021	Void Checks	Check Amount
11400	5525015 5525184	Chlorine - Well 25 Chlorine - Well 29	04/20/2021		1,197.00 1,197.00
Total for Check Nu	ımber 11460:			0.00	2,394.00
11461	10651 21451	Weldors Supply and Steel, Inc Oxygen/Steel Case Gauge - Unit 5	04/20/2021		41.04
Total for Check Nu	umber 11461:			0.00	41.04
Total for 4/20/20	21:			0.00	414,004.25
ACH	10138 HW201 4.26.2021	ARCO Business Solutions ARCO Fuel Charges 04/13-04/19/2021	04/26/2021		1,107.95
Total for this ACH	Check for Vendor 10138:			0.00	1,107.95
Total for 4/26/20	21:			0.00	1,107.95
АСН	10085 1001841517 1001841517 1001841517 1001841517 1001841517 1001841517	CalPERS Retirement System PR Batch 00005.04.2021 CalPERS 8% EE Paid PR Batch 00005.04.2021 CalPERS ER PEPRA PR Batch 00005.04.2021 CalPERS 7.5% EE PEPRA PR Batch 00005.04.2021 CalPERS ER Paid Classic PR Batch 00005.04.2021 CalPERS 1% ER Paid PR Batch 00005.04.2021 CalPERS 8% ER Paid PR Batch 00005.04.2021 CalPERS 8% ER Paid PR Batch 00005.04.2021 CalPERS 7% EE Deduction	04/29/2021		2,237.27 3,459.01 3,148.77 8,997.79 182.94 785.40 1,280.67
Total for this ACH	Check for Vendor 10085:			0.00	20,091.85
ACH	10087 0-203-097-760 0-203-097-760	EDD PR Batch 00005.04.2021 CA SDI PR Batch 00005.04.2021 State Income Tax	04/29/2021		1,203.11 4,371.97
Total for this ACH	Check for Vendor 10087:			0.00	5,575.08
АСН	10094 270151984551262 270151984551262 270151984551262 270151984551262 270151984551262	U.S. Treasury PR Batch 00005.04.2021 Federal Income Tax PR Batch 00005.04.2021 Medicare Employee Portion PR Batch 00005.04.2021 FICA Employee Portion PR Batch 00005.04.2021 FICA Employer Portion PR Batch 00005.04.2021 Medicare Employer Portion	04/29/2021		10,490.00 1,551.38 6,633.47 6,633.47 1,551.38
Total for this ACH	Check for Vendor 10094:			0.00	26,859.70
АСН	10141 35607715 35607715	Ca State Disbursement Unit PR Batch 00005.04.2021 Garnishment PR Batch 00005.04.2021 Garnishment	04/29/2021		288.46 360.05
Total for this ACH	Check for Vendor 10141:			0.00	648.51
ACH	10203 VB1450-PP092021	Voya Financial PR Batch 00005.04.2021 Deferred Comp	04/29/2021		350.00
Total for this ACH	Check for Vendor 10203:			0.00	350.00

Check No	Vendor No	Vendor Name	Check Date	Void	Check
	Invoice No	Description	Reference	Checks	Amount
ACH	10264	CalPERs Supplemental Income Plans	04/29/2021		
	1001841520	PR Batch 00005.04.2021 ROTH % Deduction			55.34
	1001841520	PR Batch 00005.04.2021 457 Loan Repayment			486.96
	1001841520	PR Batch 00005.04.2021 CalPERS 457 %			65.03
	1001841520	PR Batch 00005.04.2021 ROTH Loan Adj			35.82
	1001841520	PR Batch 00005.04.2021 100% Contribution			720.33
	1001841520	PR Batch 00005.04.2021 ROTH Loan Adj Catch-up			91.18
	1001841520	PR Batch 00005.04.2021 CalPERS 457			1,011.00
Total for this AC	CH Check for Vendor 1026	4:		0.00	2,465.66
Total for 4/29/2	2021:			0.00	55,990.80
		Report Total (151 c	hecks):	0.00	1,177,359.33
AP Checks by Date - Detail by Check Date (4/29/2021 7:06 AM)			Page 21		



Beaumont-Cherry Valley Water District Board of Directors Meeting May 12, 2021

Item 2d

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Approval of Pending Invoices

Staff Recommendation

Approve the pending invoice totaling \$3,977.50.

Background

Staff has reviewed the pending invoice and found the services rendered were acceptable to the District.

Fiscal Impact

There is a \$3,977.50 impact to the District which will be paid from the 2021 budget.

Attachment(s)

Richards Watson Gershon Invoice #231318



T 213.626.8484
F 213.626.0078
Fed. I.D. No. 95-3292015

350 South Grand Avenue 37th Floor Los Angeles, CA 90071

CONFIDENTIAL

This material is subject to the attorney-client privilege and/or attorney work product protection, or otherwise is privileged or confidential. Do not disclose the contents hereof. Do not file with publicly-accessible records.

DAN JAGGERS, GENERAL MANAGER BEAUMONT- CHERRY VALLEY WATER DISTRICT 560 MAGNOLIA AVENUE BEAUMONT, CA 92223-2258 April 9, 2021 Invoice # 231318

Re:	GENERAL	COUNSEL	SERVICES
IIC.	OLIVEINAL	COUNTE	JEINVICES

For professional services rendered through March 31, 2021:

Current Legal Fees Current Client Costs Advanced	
TOTAL CURRENT FEES AND COSTS	<u>\$3,977.50</u>
Balance Due From Previous Statement	\$5,267.50
TOTAL BALANCE DUE FOR THIS MATTER	<u>\$9,245.00</u>

TERMS: PAYMENT DUE UPON RECEIPT

PLEASE RETURN THIS PAGE WITH YOUR REMITTANCE TO

RICHARDS, WATSON & GERSHON
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071

RICHARDS WATSON GERSHON



BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue, Beaumont, CA 92223

MINUTES OF REGULAR MEETING OF THE BOARD OF DIRECTORS Wednesday, April 14, 2021 at 6:00 p.m.

Meeting held via teleconference pursuant to California Government Code Section 54950 et. seq. and California Governor's Executive Orders N-29-20 and N-33-20

Call to Order: President Slawson began the meeting at 6:03 p.m.

Pledge of Allegiance: Led by Director Hoffman

Invocation: Given by Director Covington

Announcement of Teleconference Participation

General Manager Dan Jaggers clarified that this meeting is conducted via teleconference pursuant to California Government Code Section 54953, and under Executive Orders N-29-20 and N-33-20 of the Governor of California.

The teleconference capabilities of this meeting have been identified in the Notice and Agenda, pursuant to the Brown Act and the Governor's Executive Order. Under the Governor's Executive Order and the Gathering Guidelines of the California Department of Health due to the danger of COVID-19, the teleconference locations are not publicly accessible. The public's right to comment and participate in the meeting is being assured via teleconference capabilities.

The Beaumont-Cherry Valley Water District (BCVWD) will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to meetings.

Roll Call:

Directors present:	Covington, Hoffman, Ramirez (6:08 p.m.), Slawson, and Williams (6:10 p.m.)	
Directors absent:	None	
Staff present:	General Manager Dan Jaggers	
	Senior Engineer Mark Swanson	
	Assistant Director of Operations James Bean	
	Director of Information Technology Robert Rasha	
	Senior Finance and Administrative Analyst William Clayton	
	Human Resources Coordinator Sabrina Foley	
	Senior Accountant Sylvia Molina	
	Administrative Assistant Erica Gonzales	

Legal Counsel	James Markman

Members of the public who registered attendance: From the City of Beaumont: City Manager Todd Parton; Assistant City Manager Kristine Day; Director of Public Works Jeff Hart; Councilmember Lloyd White; and Councilmember Rey Santos. From the San Gorgonio Pass Water Agency: Board member Larry Smith.

General Manager Dan Jaggers verified that all present members of the Board of Directors have indicated that they are able to hear the other directors clearly on the teleconference. No directors expressed any reason to believe, based on voice recognition or otherwise, that those persons representing themselves to be directors are not truly so.

Public Comment: None.

1. Adjustments to the Agenda:

General Manager Dan Jaggers advised of the amendment to the agenda adding Item 11, noted the presence of the City of Beaumont representatives on the teleconference and recommended moving forward Item 11: Status, Discussion, and Request for Direction from Board of Directors Regarding District Paving Activities within the City of Beaumont, City Pavement Moratorium, and Encroachment Permits Related to District Operations for discussion prior to Item 3. President Slawson declared it so.

Director Williams joined the meeting at 6:10 p.m.

2. Consent Calendar:

The following Consent Calendar items (2a – 2f) were approved with one motion:

- a. Review of the February 2021 Budget Variance Reports
- b. Review of the February 28, 2021 Cash/Investment Balance Report
- c. Review of Check Register for the Month of March 2021
- d. Review of March 2021 Invoices Pending Approval
- e. Minutes of the Regular Meeting of March 10, 2021
- f. Minutes of the Regular Meeting of March 25, 2021

MOVED: Hoffman	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None.	

Item 2g was pulled for discussion.

g. Designation of official District spokesperson(s)

In response to Director Covington, Mr. Jaggers explained that the Ad Hoc Communications Committee discussed identifying two Committee members as spokespersons for the District for alternating time periods. He reminded the

Board that Director Ramirez had noted this at a prior Board meeting during the Committee report. This memorializes the action, Jaggers said.

Director Covington reminded the Board that the President has the authority to appoint or eliminate an ad hoc committee, and said it seems backwards to appoint members from an ad hoc committee that could be dissolved. The President is the spokesperson for the Board of Directors and the District, he noted. Covington acknowledged the value of the Committee but said this is entirely outside its responsibilities. He noted that this item does not amend the District's Policies and Procedures and that without amendment it may not be possible for the Board to vote on this item. Director Ramirez concurred.

President Slawson acknowledged the concerns and tabled Item 2g.

Item 11 was taken out of order.

11. Status, Discussion, and Request for Direction from Board of Directors Regarding District Paving Activities within the City of Beaumont, City Pavement Moratorium, and Encroachment Permits Related to District Operations

General Manager Jaggers thanked the City representatives for attending and advised the Board that a letter was received last Thursday from the City Public Works Director and City Engineer Jeff Hart denying the District's request for a blanket encroachment permit. He said the City had worked diligently to provide further response received at approximately 5:30 p.m. today.

The District has proposed some solutions moving forward including pavement guarantees, Jaggers noted, and said the request of staff today is for direction from the Board as to how to proceed.

Jaggers detailed the encroachment permit and new paving work requirements of the City. He noted that the District has utility maintenance activities required by its enactment legislation, and staff is seeking a cost-effective way to partner with the City to minimize costs to the ratepayers and constituents in common.

The City's paving moratorium creates a higher cost for the District, Jaggers explained. The typical trench repair cost equates to about \$1,000 to \$1,200, but with the new paving requirement in its current form, costs now run approximately \$8,000 and create additional significant burden to the District. Jaggers said staff would like to work with the City on minimizing the new paving moratorium requirements via a guarantee of structural integrity of the pavement and monitoring of the work, with repairs made at District cost. Other entities have agreements with cities that guarantee the trench for life, he said.

BCVWD has no issue in applying for specific encroachment permits if that is necessary, Jaggers indicated. He advised that staff produced a suggested form as a tracking methodology, but it did not gain interest from the City. The District has worked with the City since its formation in 1919, Jaggers pointed out, and wants to be a good civic partner. He said his goal is to streamline the process to avoid issues with leaks under the pavement creating additional damage.

President Slawson asked for clarification: if the pipeline in the street is leaking, District staff cannot just go fix it immediately? Mr. Jaggers replied that as written

and being enforced by the City, the District may not proceed until the permit is obtained unless it is an emergency. He noted there is a conundrum as to what constitutes a true emergency, and the District's concern is limiting liability.

Director Covington thanked the City for its investment in the streets and pointed to the letter from the City dated April 5, 2021. He noted that the City's Ordinance does allow for blanket permits which must be approved by the City Engineer.

Covington recalled that staff had advised the Board of the pavement moratorium at a previous meeting and noted that the requirement of paving 25 feet on either side of the trench was more intrusive, not less. He pointed out that with the exception of Cherry Valley, the agencies serve the same ratepayers; the moratorium takes money out of one hand and puts it in the other at a cost to the residents of the City of Beaumont.

In response to Director Covington, Mr. Jaggers detailed the District's procedure for trench repair and return to surface pavement conditions.

General Manager Jaggers pointed out challenges with portions of the moratorium. In the case of a leak or failed water service lateral, the language in the moratorium states that the work cannot proceed until the exception to the moratorium is made by the City Engineer / Public Works Director. In a true emergency or nighttime leak, the Field Superintendent has been advised to call the Police Department. These requirements entail a restriction on the District's ability to timely handle the work, Jaggers explained.

Jaggers provided additional detail on the requirements. He said he understands the City's desire, but pointed out that the District has old pipelines and the City's paving project is moving quickly. He pointed out that there is opportunity to improve on utility coordination.

Jaggers described the City's permit fee waiver requirements and noted that the City Manager does not believe any exceptions apply to the District.

President Slawson invited representatives of the City to comment.

City Manager Todd Parton indicated that the moratorium is not about nice-looking streets; it is about the millions of dollars that must be spent to address many years of neglect and significant levels of deterioration of the streets. It is a life safety issue, a maintenance requirement, and a quality-of-life issue, he said, and detailed the need for more extensive repair.

All utility companies are going through the process to submit applications, pay fees, and make the repairs according to the moratorium, Parton stated. He noted that the moratorium is not forever, the time is based on the level of street paving work being done.

Jaggers had explained that there were some issues with timely processing of encroachment permit applications. Based on Jaggers' request, the City has examined the permit processing, and noted that there are some that had not been processed, Parton said. He indicated that the City would address the issue. Permits issued beginning in January reflect a one- to four-day turnaround, he advised, and assured the Board that staff would try to turn them around as quickly as possible.

City Manager Parton explained that he read the statute related to blanket permits differently and indicated there are limitations. He suggested this is an item for discussion moving forward. City policy has been not to issue blanket permits to utility companies, he said.

Parton said he understood the need for a water utility to make repairs, and stated that there is a mechanism available and that the City Public Works Director needs to give approval. The Public Works Director can work with Mr. Jaggers to identify a process, he said, and he confirmed the need to contact the Police Department. Mr. Parton advised that the spirit is not to create obstructions but to balance protection of the infrastructure and a major level of investment that the City is making in streets and parks.

Assistant City Manager Kristine Day reiterated that the moratorium is a rolling timeline. As more streets are finished, the City is trying to give as much possible notice to every utility to provide access in the right-of-way but there is City liability and a need to improve the road service from both aesthetic and public safety perspectives, she said.

The City has no issue with an emergency repair happening, Day continued. The City does not want there to continue to be water under the surface of a city street for days on end. The repair can happen if water has bubbled to the surface, she noted, but the permit application must be submitted immediately the next morning by District staff, indicating exactly what happened. If it is a suspected leak, that is different, she noted. The City's goal is to not cut the brand-new streets but to provide alternative methods or to get in front of those should the District be able to get in and do some maintenance or repairs prior.

Public Works Director Jeff Hart added that there are provisions that cover work deemed necessary and would expect that those intrusions would be repaired and that the District would apply for the permit in a timely fashion (the next business day). City staff is willing to work with the District in insuring there is no delay in the permitting process and significant strides have been made in turning permits around, taking full ownership of past processing that was not up to par, Hart said.

General Manager Jaggers clarified that direction had been received from the City not to begin work until the permit was in hand. He indicated desire to work with the City, understanding of the need to maintain a record of encroachments, and reiterated that the District must move forward quickly to minimize liability.

Jaggers posited that the District's repair methods alleviate many issues with differential settlement such as noted by the City Manager.

District legal counsel James Markman noted that both the City and District are easement holders. Neither entity may overburden the other in utilizing the easement, he said and opined that it seems to be a question of how to accomplish the goal in a way that is least costly to the other.

Mr. Markman said he would have to understand as a technical matter the requirement for extending the repair out 25 feet to areas that have not theoretically been damaged by the incident in question, as he has never heard this requirement before.

Mr. Hart indicated that the intent is not to curb the District's activity but to detail restoration of the surface. He provided detail on the paving requirement and noted that the City's contractor would be able to make a repair of that size for \$3,000 to \$3,500. Mr. Jaggers clarified the nature of some of the City's paving work; Hart agreed. Jaggers pointed out related issues and said that from a street integrity perspective, there is room for discussion whether the desired goal is to be achieved with a minimum impact to traffic flow while allowing BCVWD to maintain its facilities. President Slawson asked for clarification on the road work; Jaggers added detail and suggested the street integrity may not always be maintained by the new requirements, yet more money is being spent.

President Slawson noted that the moratorium is temporary and suggested it may be more beneficial to look at a long-term solution. He asked how much encroachment was anticipated over the next year or two. Mr. Jaggers replied that there is ongoing subsurface maintenance for both District and City facilities (sewer) as well as the streets. Jaggers warned that the District will be unable to keep up with total rehabilitation of subsurface facilities given these paving projects under the District's current rate structure.

Jaggers pointed out that the District has worked with the City in the past and gave examples of the 8th Street and Beaumont Avenue work but indicated that communication could be improved.

Ms. Day acknowledged that each restoration should be considered on a case-by-case basis. She said the City is always in evaluation mode, and if the regulations in the Ordinance are not working, then it will be taken back to the City Council. Just because it costs more money is not a reason to take it back and reduce the requirement, she noted. The same standards are being applied to the wastewater system, Day added. From the City's standpoint and in keeping with nice, restored streets, the moratorium is something that must be done moving forward, she said.

In response to President Slawson, Assistant City Manager Day indicated that the moratorium will be in effect forever. However, it only applies to a street section for three years after a slurry seal, or five years for a restored street, she said. The City felt this was a reasonable amount of time not to cut a brand-new street. She noted there was a lot of support from the City Council as this moved forward and said that \$7 million in street projects has been done and another \$6 million will be coming forward over the next year and a half. This is significant value that the City is moving forward through its tax dollars that are not associated with the ratepayers.

Mr. Hart assured that the pavement restoration requirements listed in the moratorium are guidelines and will absolutely be assessed on a case-by-case basis. The City would look for a restorative effort that was the same as the work completed, Hart clarified. For emergency exceptions, the City would levy the same criteria on any restoration, he noted.

Mr. Jaggers reminded about the District's offer to take ownership of restorations through the length of the moratorium and the offer of some reasonable compromise on the moratorium. The District does not want to cut the new streets, he stated, but the repair of aged and leaking facilities cannot be avoided. The District would like to find common ground, he said.

Jaggers described differences in costs and pointed to the request for blanket permit and discussion of not unfairly burdening the ratepayers with fees.

Beaumont City Councilmember Lloyd White reminded the Board of a prior lawsuit between the City and the District, for which all constituents / ratepayers footed the bill. Since then, the City's manner of interaction with other agencies has changed, and the handshake deals were replaced by transparent and structured agreements, he said.

Councilmember White said he did not recall any comments or objections from the District when the ordinance came before the City Council. He pointed out that if the City is not recouping its costs via fees, then the citizens are paying, which is unethical, if not illegal. He questioned whether the District would be comfortable with any amount of advance notice for an emergency, how many of the 2021 permits were for emergencies, and could the process be streamlined. He suggested a better definition of what is an emergency.

He noted that once exceptions are made for one, it is difficult not to make exceptions for others. He suggested that if the District is not happy with the denial of a blanket encroachment permit, the process is to appeal the decision to the City Council. If appealed, the Council could hammer out some of the issues and discuss what could or could not be done. Discussions need to happen at a technical level, he noted, but said he thought the Council would be willing to review the moratorium to see if there were ways to improve, and is open to finding a way to work through this.

Mr. Jaggers said he would digest the City's most recent response letter and move forward with a conversation with the City Manager. He noted that the blanket permit request is not the part that is appealed to the Council, it is the waiver of fees for the encroachment permits. He noted that the fees for 11 encroachment permits averaged approximately \$500 each. The District has applied for and received blanket permits from the County of Riverside and the City of Calimesa, Jaggers advised.

Councilmember White indicated that he did not think any Council member would be opposed to reviewing the blanket encroachment permit whether the moratorium allows for it or not and that the Council would be open to finding a solution. Councilmember Rey Santos concurred and said the Council would be open to working with the District.

Ms. Day clarified the City's fee schedule. She said the encroachment permit fee application is only \$51.65, a fixed flat fee to process the permit. The remaining amount is a deposit for the inspection done by staff. A blanket permit would not necessarily save the District money, as the City will still require the deposit and will inspect the work. Anything that incurs costs in addition to the deposit will be assessed to the District accordingly, and anything unused in the deposit is refunded to the District, she explained. She acknowledged that in the past, there were no permits being pulled and the District paid nothing, but this is the work that staff has been charged with per the Municipal Code and the fee schedule.

President Slawson summarized the issues and noted the District will have to adjust its plans and procedures, and said he understood that the City is willing to work with the District. If District management staff still feels the need, it can go to the City Council, he noted.

Director Ramirez thanked the City representatives for attending the meeting and said he was pleased the agencies are working together instead of moving in a challenging manner. He noted that in streamlining processes, considerations should be given regarding how to deal with urgent matters to make it easy for both entities. For programmed maintenance, the District must go through the process. He emphasized cooperation and requested staff bring back a specific resolution.

Jaggers acknowledged the deposit-based fees system and indicated the need to understand the levels of inspection needed and time periods that staff spend to get to a point of understanding of actual costs instead of permit fee deposit amounts. He reiterated the need to look at instances on a case-by-case basis and said he would work with City staff to review and develop a best approach.

3. Resolution 2021-06 Amending the District Policies and Procedures Manual: Part I - Personnel

Human Resources Coordinator Sabrina Foley reminded the Board that the Policies and Procedures Manual is undergoing update. She introduced the first section for consideration and noted that the revisions will come to the Board in portions so as not to take up large amounts of time.

These revisions and new policies have been vetted though the human resources consultant and legal counsel and reviewed by the Personnel Committee, Foley explained. She detailed the recommended policies and explained the reorganization, renumbering, and references/citations of the policy manual. She introduced a tracking document to be updated each time the project is reviewed.

Ms. Foley presented the edited policies. Director Williams asked about details on required training. Legal counsel Markman explained the requirements and assured that training on bullying and harassment would be included in requirements.

In response to Director Ramirez, Ms. Foley explained the more modern grammatical rules and the use of gender-neutral pronouns.

Director Covington added that all policies have been reviewed by the Personnel Committee and vetted by legal counsel prior to recommendation to the full Board for consideration.

The Board adopted Resolution 2021-06 Amending the District Policies and Procedures Manual: Part I – Personnel by the following vote:

MOVED: Covington	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

4. Approval of a Three-Year Agreement for the NeoGov Human Resources Information System for an amount not to exceed \$81,831.84

General Manager Dan Jaggers explained that this is a budgeted item and is before the Board for transparency. He explained the need to insulate the District from human resources or staff level losses and said this is a standard software system that provides for streamlining HR activities and provides flexibility.

Ms. Foley explained that adoption of a human resources information system (HRIS) is at the recommendation of the human resources consultant and is part of the ongoing procedure of bringing the District up to a modern standard and more efficiency. She noted that this company meets all the criteria suggested by the consultant and meets the District's needs.

Director of Information Technology Robert Rasha said he performed a thorough evaluation of several different HRIS systems and found this system a standout, as they primarily work with government agencies. It is a cloud-based solution, he said, and noted that his concerns about employee data security were addressed and appropriate measures are being taken.

This year, the District budgeted to fund this project, and this is a three-year agreement, Rasha said. The agreement would be presented to the Board in 2022 and 2023 expecting that those funds will be available. In response to President Slawson, Rasha explained the project costs.

Director Covington pointed out that the costs continued into 2024. Rasha noted that after the initial three years, the agreement changes to a one-year rate.

President Slawson invited public comment. There was none.

The Board authorized the General Manager to execute a three (3) year agreement for the NeoGov Human Resources Information System for an amount not to exceed \$81,831.84 by the following vote:

MOVED: Covington	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

5. Approve Replacement of Audio-Visual Equipment in the Board of Directors Meeting Chambers for an Amount Not to Exceed \$40,640

General Manager Jaggers reminded the Board of his previous report on the A/V system during the COVID-19 update at the last meeting and pointed to the staff report with breakdown of costs. Barring any unforeseen needs, the cost of the project is not-to-exceed \$40,640 with all work to be done in-house. The cost is for piecemeal purchase of the components in compliance with the District's Purchasing Policy, so there is no contract labor cost, he explained.

Mr. Rasha explained the current system in the Board Chambers and anticipated future meeting needs and standards, including the ability to broadcast live. This will add more flexibility, he noted. He described the components and functioning of the proposed system and explained that installing this in-house is the most efficient and cost-effective way to get the project deployed.

Director Covington asked about the timeline for installation. Mr. Rasha said upon approval, the project will move forward immediately and said he expected completion within a couple of weeks.

Director Covington asked about internet access for directors during meetings, and access to District documents such as Rules and Regulations so they could be researched and referred to during meetings. Mr. Rasha indicated those resources would be available along with access to their District email.

In response to President Slawson, Rasha advised that meetings are recorded but the recordings are not published online; they are available via Public Records Act request. He added that there will be the capability of broadcasting the meetings on multiple platforms and would be automatically published.

Slawson noted that other agencies are broadcasting, and said he was glad this is coming to the District.

The Board authorized the General Manager to proceed with replacement of Audio-Visual Equipment in the Board of Directors Meeting Chambers referenced in 2021 Capital Improvement Plan IT-ADMIN-002 for an amount not to exceed \$40,640 by the following vote:

MOVED: Hoffman	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

6. Declare Benches Surplus and Donate to Beaumont-Cherry Valley Recreation and Park District for use in Bogart Park

General Manager Jaggers explained that the District has 20 park benches and 10 picnic tables previously located at the Noble Creek Recharge Facility. A letter was received from Duane Burk, General Manager of the Beaumont-Cherry Valley Recreation and Park District (RPD) requesting donation of the items for use in Bogart Park. BCVWD has no immediate need for the equipment, he noted and reminded the Board of the partnership with RPD in the Bogart Park area.

The Board declared 20 park benches and 10 picnic tables previously used at the Noble Creek Recharge Facility (NCRF) Phase I site as surplus equipment, waived the requirements of BCVWD Policy and Procedures Manual Part III Section 8 A-ii, and donated the benches to the Beaumont-Cherry Valley Recreation and Park District (BCVRPD) for use at Bogart Park by the following vote:

MOVED: Hoffman	SECONDED: Ramirez	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

7. Request for Update to *Will Serve Letter* for Riverside County Assessor's Parcel No. 402-100-020 Located on High Street, east of Cherry Avenue and west of Jonathan Avenue in the Community of Cherry Valley

Senior Engineer Mark Swanson reminded the Board that a Will-Serve Letter (WSL) had been previously approved for this parcel for the same applicant. Staff noted that after approval, the parcel was given a new address after the dedication of right of way for Apple Court. The Applicant was informed that per BCVWD's Rules and Regulations, the parcel needed to have a High Street address due to receiving service from High Street as indicated on the original WSL and the site map.

Staff has confirmed that the applicant has worked with the County of Riverside and Apple Court has been abandoned in order to resolve the issue, Swanson explained. The applicant is ready to take service quickly upon WSL approval.

The Board approved the request for an update of water service for a property located on High Street, identified as Riverside County Assessor's Parcel No. (APN) 402-100-020 within the community of Cherry Valley, subject to payment of all fees to the District and securing all approvals from the County of Riverside by the following vote:

MOVED: Ramirez	SECONDED: Hoffman	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

8. Award a Contract to Legend Pump and Well Services, Inc. in an Amount Not to Exceed \$245,890 for Well 24 – Well and Well Pumping Unit Rehabilitation and Repair

Assistant Director of Operations James Bean explained the necessary repairs at Well 24. He reminded the Board that an emergency was declared by the General Manager for immediate repair of Well 24 during the summer of 2020. As part of the emergency, a new 600-hp motor was purchased, he noted, and reminded of the difficulty in finding a replacement motor of that size and the possibility of delivery challenges.

Legend Pump and Well responded and made necessary repairs to get the well back into service as quickly as possible. Bean described difficulties with the work and explained the issues encountered last summer, caught before catastrophic failure. At that time, decisions were made to restore the well to service as quickly as possible and there were no further issues until December.

Mr. Bean described the current issues and the anticipated repair needs. Staff sent out a request for proposals, received three quotes, and recommends Legend Pump & Well Services for the well repair and installation of the new 600-hp motor.

General Manager Jaggers added that this well has not been serviced for some time and it is due for maintenance. In response to Director Covington, Mr. Jaggers provided additional detail on the work performed in summer 2020. Mr.

Bean added that the reason the full repair was not completed at that time was that Well 21 in the same pressure zone was already out of the ground being serviced, leaving the District at a reduced capacity in the time of recent wildfires and possibility of Public Safety Power Shutoffs.

Director Hoffman asked if it would be advantageous to send out the pulled motor for rebuilding to prepare for future use. Jaggers indicated the motor was recently serviced but has a substantial defect and is not cost effective to repair. It will be kept as a backup, he noted.

The Board authorized the General Manager to enter into a contract not to exceed \$245,900 with Legend Pump and Well Services, Inc. to perform the work necessary to remove, inspect, and repair the District's existing Well 24 pumping unit and to rehabilitate the well by the following vote:

MOVED: Williams	SECONDED: Covington APPROVED 5-0	
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

Authorize the expenditure of an amount Not to Exceed \$741,300 for the Beaumont Master Drainage Plan Line 16 Pipeline Relocation Project and Noble Creek Recharge Facilities Phase II Pond Bank and Tank Site Grading

Senior Engineer Mark Swanson advised the Board that the Cooperative Agreement was approved by the Riverside County Board of Supervisors at the end of March. The project is moving forward and will be advertised around May 19, with bid opening around June 16, Swanson indicated.

BCVWD has a responsibility to get its pipelines out of the way for the large storm drain along Grand Avenue and to get the conveyance within the ponds situated Swanson said. He reminded the Board about discussion of the pipeline relocation and options considered. He reviewed the pipeline relocation project and summarized costs to be funded through capacity charges and capital replacement reserves.

Swanson recommended project Option B and further detailed the work for all four pipelines and pond grading. The project total is estimated at \$741,129.

Mr. Jaggers pointed to additional grading needs for the site of the future Noble Creek reservoir no. 2. Soil generated from the excavation for the storm drain could be used to fill and compaction for the future reservoir.

Director Hoffman asked about consideration for recent increases in the cost of materials such as steel. Jaggers pointed out that materials are a small component and costs used were bid out by suppliers, usually fixed for a year or two. Hoffman suggested making a deposit on or receiving the materials as there could be savings.

Director Covington reminded the Board about previous discussion and commended staff for the response on the item.

The Board authorized the expenditure of an amount not to exceed \$741,300 for the Beaumont Master Drainage Plan Line 16 Pipeline Relocation and Noble Creek Recharge Facilities Phase II Pond Bank and Tank Site Grading Project by the following vote:

MOVED: Covington	SECONDED: Williams	APPROVED 5-0
AYES:	Covington, Hoffman, Ramirez, S	Slawson, Williams
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

10. Review of Anticipated California Drought Conditions, District Urban Water Management Plan Drought Restrictions and BCVWD Resolution 2014-05 Regarding Issuance of Will-Serve Letters and Other Drought Response

General Manager Jaggers advised the Board of concern regarding water conditions in the State of California and reminded that this year, the State Water Project allocation is at 5 percent. He pointed to the District's Urban Water Management Plan and Resolution 2014-05 regarding issuance of WSLs and other drought response and shared recent news headlines related to drought.

Resolution 2014-05 precludes approval of a request for issuance of any WSL under certain circumstances, he explained. It is dependent on condition of drought in the State of California as declared by the governor, and that has not yet happened, Jaggers noted but the news indicated it is of concern.

Another condition of the Resolution is that there is in effect mandatory conservation measures applicable to the District's ratepayers imposed by the State by implementation of conservation measures in the UWMP, Jaggers said. The District needs to start thinking about its UWMP drought restrictions, he advised.

The third condition is that the quantity of the District's ready-to-deliver water supplies is less than a projected demand of five years based on then-current demand, Jaggers noted. This item is true in that there is less water in storage than projected demands for five years unless drought restrictions are enacted, he advised.

Resolution 2014-05 also lays out exceptions for certain WSL applications: if the estimated annual demand is equal to or less than 2 Equivalent Dwelling Units (EDUs) or on a property that has a previously issued WSL.

Jaggers reminded the Board that drought surcharges were adopted with the rate study and can be enacted.

Jaggers pointed to the five stages of drought enumerated in the UWMP and said the District plans for these conditions and recommended discussion at the next meeting regarding the District's situation related to the water shortage contingency and attempt to curtail use.

There are opportunities for additional water supply for which the San Gorgonio Pass Water Agency is in negotiation, Jaggers said, but if the drought is declared the District must understand what its existing resolutions require and probably

enact some form of drought contingency at some point in the near future if conditions continue and the state and federal governments align.

Jaggers pointed to current drought conditions and noted it is a low water year.

Director Covington recommended this return to the Board if and when the State declares a drought and determine the plan at that point in conjunction with what the State puts out.

President Slawson pointed out that Stage 1 is quickly approaching and said this needs to be looked at carefully in the near future.

No action was taken.

11. Status, Discussion, and Request for Direction from Board of Directors Regarding District Paving Activities within the City of Beaumont, City Pavement Moratorium, and Encroachment Permits Related to District Operations

This item was addressed earlier in the meeting.

12. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07

General Manager Jaggers presented an update on Riverside County's COVID-19 status. Cases reported and hospitalizations are trending downward, he noted. Staff is watching this closely as it is related to the planned re-opening next week.

Staff is working on the return-to-work plan and is still targeting dates next week for re-opening, increasing to two or four days a week in May. There are some staffing challenges, he noted. He explained the staffing level targets by department and said that holistically, staff is doing a good job working toward the return-to-work within the building as has been the desire of the Board. This is being done conservatively to protect staff, he noted.

Director Covington asked about bringing the directors back to the Board Room in June. Mr. Jaggers suggested discussion in May as staff works toward getting the Board Room ready. He noted that the State is considering removing the tier system by mid-June.

13. Status of Declared Local Emergencies related to Fires

- a. Impact of the Apple Fire pursuant to Resolution 2020-17
- b. Impact of the El Dorado Fire pursuant to Resolution 2020-20

Mr. Jaggers stated there was nothing to report.

14. Reports For Discussion

a. Ad Hoc Committees: None.

b. General Manager: No report.

c. Directors' Reports: None.

d. Legal Counsel Report: None.

15. Announcements

All the following meetings will be held via teleconference unless otherwise indicated. President Slawson read the following announcements:

- Personnel Committee Meeting: Monday, Apr. 19, 2021 at 5:30 p.m.
- Engineering Workshop: Thursday, Apr. 22, 2021 at 6 p.m.
- Ad Hoc Communications Committee: Monday, May 3, 2021 at 5:30 p.m.
- Collaborative Agencies Committee: Wednesday, May 5, 2021 at 5 p.m.
- Finance and Audit Committee Meeting: Thursday, May 6, 2021 at 3 p.m.
- Regular Board Meeting: Wednesday, May 12, 2021 at 6 p.m.
- Beaumont Basin Watermaster: Wednesday, Jun. 2, 2021 at 10 a.m.

16. Action List for Future Meetings:

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water
- Update on the Delta Conveyance Project
- Legal perspective on the Delta Conveyance
- Legal Counsel report on changes in Proposition 218

17. Adjournment

President Slawson adjourned the meeting at 9:17 p.m.

	ATTEST:
DRAFT UNTIL APPROVED	DRAFT UNTIL APPROVED
Director Daniel Slawson, President to the Board of Directors of the Beaumont-Cherry Valley Water District	Director Andy Ramirez, Secretary to the Board of Directors of the Beaumont-Cherry Valley Water District



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

MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP OF THE BOARD OF DIRECTORS Thursday, April 22, 2021 at 6:00 p.m.

Meeting held via teleconference and video teleconference pursuant to California Government Code Section 54950 et. seq. and California Governor's Executive Orders N-29-20 and N-33-20

Call to Order: President Slawson

President Slawson began the meeting at 6:01 p.m.

Pledge of Allegiance was led by Director Covington.

Invocation was given by President Slawson.

Announcement of Teleconference Participation

Acting Director of Finance and Administrative Services William Clayton clarified that this meeting is conducted pursuant to California Government Code Section 54953, and under Executive Order N-29-20 and N-33-20 of the Governor of California.

The teleconference and video conference capabilities of this meeting have been identified in the Notice and Agenda for this meeting, pursuant to the Brown Act and the Governor's Executive Order. Under the Governor's Executive Order and the Gathering Guidelines of the California Department of Health due to the danger of COVID-19, the teleconference locations are not publicly accessible. The public's right to comment and participate in the meeting is being assured via teleconference capabilities.

The Beaumont-Cherry Valley Water District (BCVWD) will use sound discretion and make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to meetings.

Roll Call:

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None
Staff present:	General Manager Dan Jaggers
	Acting Director of Finance and Administrative Services and
	Recording Secretary William Clayton
	Senior Engineer Mark Swanson
	Administrative Assistant Erica Gonzales

Legal Counsel	Not present

Members of the public who registered their attendance: James Matthews, Pace Engineering; and Mike Masterson, Beaumont Partners, LLC.

Acting Director of Finance and Administrative Services William Clayton verified that all members of the Board of Directors have indicated that they are able to hear the other directors clearly on the teleconference. No directors expressed any reason to believe, based on voice recognition or otherwise, that those persons representing themselves to be directors are not truly so.

Public Comment: None.

- 1. Adjustments to the Agenda: None.
- 2. Consideration of Attendance at the Association of California Water Agencies 2021 Spring Virtual Conference May 12 13, 2021

General Manager Jaggers briefed the Board on the virtual conference and related District policy. Board members Ramirez, Williams, Covington and Slawson indicated interest in attending. Director Covington pointed to items of interest to the District

3. Resolution 2021-07: Amending Part 5 of the District's Rules and Regulations Governing Water Service Section 5-1.1.4 Multiple Residential and 5-1.1.5 Multiple Commercial service

Acting Director of Finance and Administrative Services William Clayton explained that the current language does not reflect the calculations that were included in the 2019 Water Financial Plan and Utility Rate Study as prepared by Raftelis Financial Consultants and adopted by the Board on February 27, 2020. The proposed language would correct that, he stated, addressing the calculation and methodology of the fixed service charge for the two specific classes of accounts.

General Manager Jaggers indicated these would be related to mobile home parks and commercial developments with multiple meters. This provides the flexibility for staff to properly and accurately continue to apply the calculations, he said. This was reviewed at the Finance and Audit Committee, he added.

Director Covington asked about any fiscal impact of the change. Mr. Jaggers explained that the calculation was considered in the rate so if applied properly, it is in line with the District's adopted rates. The difference is in what was previously a tiered system, there is now a uniform rate set between tiers 2 and 3, he said. From Raftelis' perspective, this type of application is the current industry standard. If calculated using the tier structure, because there are multiple users it is not collected properly. This allows for a melded approach to assess usage in those environments, Jaggers stated.

Some customers will be reimbursed for charges based on the old calculation, Jaggers noted. Raftelis verified that staff's analysis was correct, he added.

Director Covington pointed out that the calculation was approved under the rate study, but it was not correctly implemented, and the District must go back and true it up with customers.

Director Hoffman pointed out this has been over-collected for approximately 12 months. Jaggers offered detail on the anticipated customer refunds. Hoffman requested further detail be presented at the Finance and Audit Committee.

The Board adopted Resolution 2021-07 Amending Part 5 of the District's Rules and Regulations Governing Water Service Section 5-1.1.4 Multiple Residential and 5-1.1.5 Multiple Commercial by the following roll-call vote:

MOVED: Williams	SECONDED: Ramirez APPROVED 5-0	
AYES:	Covington, Hoffman, Ramirez, Slawson, Williams	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	None.	

4. Review of Water Supply Assessment for Water Service for the Proposed Beaumont Pointe Commercial and Industrial Project (formerly the Jack Rabbit Trail Residential Project) located south of State Highway 60 west of Potrero Boulevard

General Manager Jaggers advised that California law requires water purveyors to provide a Water Supply Assessment if a development meets certain criteria, and this development falls within the criteria.

Senior Engineer Mark Swanson noted the project has been referred to in years past and other documents as Jack Rabbit Trail. A new developer has picked up the project and proposed a commercial and industrial project on the 539.9 acres rather than 2,000 single family residences, he explained. He detailed the land use plan.

Without a finite tenant, staff has used analysis for past projects and information on similar use facilities to establish a planning-level number of employees and usage per employee to determine numbers, Swanson explained. He reviewed the development's overall potable and non-potable consumption demands of 196.7 acre-feet per year, or 360 Equivalent Dwelling Units (EDUs). The demands of this project are significantly reduced from the prior residential project, which was expected to use 2,000 EDUs, he pointed out.

Mr. Jaggers noted that a reconfiguration of a project like this is attractive to the water district because users like hotels return water to the City of Beaumont's wastewater treatment plant to be recycled. These types of developments are relatively water-wise, Jaggers stated, and contribute to the San Gorgonio Pass Water Agency's tax-based funding strategies for certain activities.

Director Ramirez advised of his experience with similar developments and issues with heavy trucks damaging roads and infrastructure. He asked if BCVWD's water lines were deep enough to be protected, or if there would be long-term consequences that should be better planned. Mr. Jaggers noted that the size of the required lines needs a 4-ft minimum cover by District standards and with backfill techniques and use of ductile iron, he said no significant problems would be anticipated but assured the

Board that staff will note this concern and review as this project and similar projects move forward.

Director Williams noted upcoming lane additions along Highway 60 are in progress and asked about freeway access. Mr. Jaggers noted access at Jack Rabbit Trail and advised that there is a Phase 2 of the Potrero Road bridge and interchange and offered circulation detail. Mr. Mike Masterson of Beaumont Partners, LLC explained the CalTrans improvements and ingress / egress on 4th Street to Potrero. The cloverleaf interchanges are currently in design with the City, he said.

President Slawson asked about adequacy of District facilities and whether an additional reservoir would be needed. Jaggers indicated that staff is still finalizing the plan of service which defines the components and working through it with the developer. The project is located at or below the Hannon tank complex, Jaggers said.

Director Covington asked about building timeline. Mr. Masterson explained that it is planned to go to the Planning Commission and City Council this summer, then will go to LAFCO for annexation to the City and BCVWD. He said the goal is to be starting development in June 2022, with ultimately a five-to-six-year build-out.

In response to Covington, Masterson indicated the industrial buildings would be more logistics and warehousing, with a small area of cold storage. There will also be a 125-room limited-service hotel and approximately 250,000 square feet of recreational / commercial space with restaurants and outdoor patio area including a dog park.

Director Covington pointed to the District's Urban Water Management Plan (UWMP) and Jaggers confirmed it shows just over 1,200 acre-feet for this property. Covington noted the reduction in demand and Jaggers detailed the water demand in the staff report. Senior Engineer Mark Swanson responded that the UWMP 2020 update will consider today's numbers and pointed to the WSA water demand and supply table replacing the housing development with the new project. Swanson assured that when the developer returns for a Will-Serve Letter (WSL), that will be based on the project as it is now. If a food preparation facility, or other heavy water user came in, a new WSA or a request for additional water would be required. Covington indicated concern about food processing or beverages with greater water demand, and said his goal is protecting the integrity of the UWMP, the WSA and the final WSL based on the facts known today.

Director Ramirez asked about funding in the case of later problems with the District's pipelines. Jaggers explained that there are significant facilities proposed that service only this project, and this is being resolved with the developer. The District is continuing to work with the developer and their engineer as to how the facilities are owned and maintained – whether private or public, and if public, what is the funding mechanism to not burden all ratepayers with ongoing operation and maintenance of the facilities required by their project, Jaggers advised.

Director Covington asked about the level of environmental review and impetus for the project. Mr. Masterson said there is currently in process a general plan amendment, specific plan, tentative parcel maps, and an Environmental Impact Report (EIR) through the City of Beaumont. Demand for warehouse facilities is increasing and driven by the function of the Port of Los Angeles, he noted. With sales increasingly online, demand for big box storage is greater, Masterson said. Closer to the port, Masterson continued, there is just no available land for these types of buildings.

President Slawson noted this is a better project for the District from a water use standpoint. Board members and the General Manager commented on traffic impacts. In response to Director Covington, Mr. Masterson said the project was designed not to need Jack Rabbit Trail and is not slated to make any improvements.

President Slawson invited public comment. There was none.

Director Ramirez left the meeting at 7:07 p.m.

5. California Special Districts Association Opportunities and Involvement

General Manager Jaggers noted interest of the Board in participating in activities and potential increased involvement in the California Special Districts Association. He pointed out the list of events.

President Slawson and Director Covington said the list was appreciated. Covington pointed out that membership in CSDA provides an enormous amount of benefits. He requested that opportunities for events be forwarded to the Board.

Director Covington reminded the Board about required Ethics Training.

6. Resolution 2021-08: Proclaiming the Week of May 16 to May 22, 2021 as Special Districts Week, and Letter of Support for Assembly Concurrent Resolution 17 Proclaiming Special Districts Week in the State of California

Acting Director of Finance and Administrative Services William Clayton explained the item and reminded that the Board has supported this for the past two years. President Slawson asked if this could be declared in perpetuity. Mr. Jaggers indicated it appears that CSDA would have it done annually and suggested it could be addressed on the consent calendar in the future.

President Slawson invited public comment. There was none.

The Board adopted Resolution 2021-08 Proclaiming the Week of May 16 to May 22, 2021 as Special Districts Week within the Beaumont-Cherry Valley Water District and approved the Letter of Support for Assembly Concurrent Resolution 17 Proclaiming Special Districts Week in the State of California by the following roll-call vote:

MOVED: Covington	SECONDED: Williams	APPROVED 4-0
AYES:	Covington, Hoffman, Slawson, Williams	
NOES:	None.	
ABSTAIN:	None.	
ABSENT:	Ramirez	

7. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07

General Manager Jaggers advised there is nothing new or surprising; the numbers are holding similar to last week. The District office did open its doors to the public between 8 and noon on Tuesday and Thursday and there were approximately 20 to 30 customers.

Mr. Jaggers added that staff has worked diligently to return to live telephone answering rather than returning messages and at this time, calls no longer go to voice mail unless all staff is busy. The intent is for customer service representatives to pick up and have a live conversation.

Director Covington asked about the possibility to opt for a call back. Jaggers explained that when the telephone queue is full, other staff pick up; the goal is not to let the call go or to remain on lengthy hold. He said he would discuss with the Director of Information Technology and report back.

Covington pointed out that a recurring complaint was that the phones were not answered, and customers were not receiving calls back. Jaggers noted that the COVID-19 environment has been challenging and staff has been seeking better solutions including a budgeted upgrade to the phone system.

Jaggers pointed out that Riverside schools will be back in session and noted that parents need flexibility. He said that the District is working on minimizing impacts to the organizational model in the event staff needs consideration.

Jaggers pointed to the summary of COVID-19 symptoms that had been requested by Director Ramirez.

In response to Director Covington, Mr. Jaggers explained the office opening staffing levels and said the situation is being analyzed given front office staff childcare needs and family support. A minimum is to stay open Tuesday and Thursday from 8 to noon, and the desire is to open two full days or alternatively have different hours. The COVID environment is still fluid, he noted.

Covington asked about safety protocols. Jaggers explained the 30 percent staffing model. Front desk personnel have masks and gloves, he noted. There are still not many staff coming in so exposure is minimized but will adapt over time. CDC protocols and the District's return-to-work protocol are being followed, and the District is taking a conservative approach, he added.

Covington suggested thinking down the road toward more days open and hours. Everything is on the table, and the next weeks will set the stage for the path moving forward to serve the ratepayers to the best of our ability, Jaggers said. He suggested that mid-June might bring a more normal work feel. Covington emphasized serving the public and opening as much as possible as soon as possible.

8. Review of District Staffing Activities and Cash Flows as related to the ongoing COVID-19 Local State of Emergency

Acting Director of Finance and Administrative Services William Clayton noted that the account balances report will be provided next month.

He reviewed the Statement of Cash Flows and noted that actual cash inflows are higher than last year due to the rate increases effective March 1, 2020, and January 1, 2021. He pointed to capital contributions from developers and \$72.6 million in the bank. Mr. Jaggers noted the unrestricted cash increase and said overall, this is going the right way.

Jaggers advised that the State Water Project (SWP) will experience a multi-month shut down due to a 5 percent year, and long-term fixes to be made on the East Branch Extension so some expenditures will not be made. This will also create sales of water that the District has in storage, he noted.

Director Covington suggested this report be made quarterly. Jaggers suggested a brief report instead at the Finance and Audit Committee, then to come to the Board if there are concerns. Covington said he wanted only to see the impact of reinstating the fees per Resolution 2021-03 in February.

9. Status of Declared Local Emergencies related to Fires

- a. Impact of the Apple Fire pursuant to Resolution 2020-17
- b. Impact of the El Dorado Fire pursuant to Resolution 2020-20

General Manager Jaggers reported there have been no rain events.

10. Update: Legislative Action and Issues Affecting BCVWD

General Manager Jaggers briefed the Board on AB 339, AB 361, and AB 703 which are related to a post-COVID-19 approach to public meetings which are pertinent to ongoing discussions about Board room meeting needs and translation requirements. If appropriate, information will be brought back to the Board and the District may comment on the legislation, Jaggers noted.

Jaggers advised the Board that the District presented Wells 1A and 2A for opportunity for funding via the local elected representative.

Director Covington pointed to potential impact of AB 37 and the cost of vote by mail ballots. Senior Engineer Mark Swanson drew attention to AB 377 and noted it was discussed at a recent City Council meeting. The impact to the District is yet unknown, he said.

11. General Manager's Report

Mr. Jaggers reiterated that the SWP will be shut down. The District has some grading needs in the Phase 2 Recharge Facility, he noted, and detailed options that will soon come to the Board. Riverside County Flood Control and Water Conservation District is now moving forward quickly on the storm drain project, he advised, and BCVWD must flex and move.

Jaggers said he attended the Beaumont City Council meeting on Tuesday and made a general statement on a staff report related to impacts District facilities. The City has proposed an additional \$5 million in paving projects in 2021, Jaggers noted, and said he was surprised this was not mentioned at the Board meeting when coordination was discussed. BCVWD had from Friday until Tuesday to comment and provided those comments to the City including pointing out some discrepancies. Jaggers said he made a general statement at the meeting and later requested that if the City adds streets discussed at the meeting, to advise the District as quickly as possible as there are potential impacts.

President Slawson said the comments made by Jaggers were good and it is important to work with the City, and for them to work with the District.

Jaggers described a leak that was reported the day after the City applied slurry seal and said an encroachment permit was requested but denied. Jaggers noted that at the prior Board meeting discussion, the City had advised that if there is a leak, the District is expected to fix it. Any leak could be a potential emergency, he said, and explained the District's usual procedure and some frustration.

12. Topics for Future Meetings:

• Water supply for BCVWD and the region

General Manager Jaggers pointed out that this is being actively covered at the Ad Hoc Sites Reservoir Committee.

- Matrix for delivery of recycled water
- Update on the Delta Conveyance Project

President Slawson indicated continued interest in this topic and Director Covington requested it be agendized.

- · Legal perspective on the Delta Conveyance
- Legal update on Drought Conditions in the West

13. 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. President Slawson read the following announcements:

- Collaborative Agencies Committee: Wednesday, May 5, 2021 at 10 a.m.
- Finance and Audit Committee Meeting: Thursday, May 6, 2021 at 3 p.m.
- Regular Board Meeting: Wednesday, May 12, 2021 at 6 p.m.
- Personnel Committee Meeting: Monday, May 17, 2021 at 6 p.m.
- Engineering Workshop: Thursday, May 27, 2021 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Jun. 2, 2021 at 10 a.m.

14. Adjournment

President Slawson adjourned the meeting at 8:11 p.m.

DRAFT UNTIL APPROVED

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

ATTEST:

DRAFT UNTIL APPROVED

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

BCVWD BOARD OF DIRECTORS MINUTES – REGULAR MEETING 2021-04-22



Beaumont-Cherry Valley Water District Special Board Meeting May 12, 2021

Item 3

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Ratification of the General Manager's Declaration of a District Emergency

regarding Necessary Immediate Repairs to Well 25

Staff Recommendation

Ratify the General Manager's Declaration of a District Emergency to address the emergency regarding necessary immediate repairs to Well 25 on Monday, May 3, 2021.

Background

Well 25 is located at 1415 Starlight Avenue, east of Cherry Avenue and North of Oak Valley Parkway. Well 25 was constructed (drilled) in 2006 to a depth of 1,500 feet as a joint venture with the City of Banning. The well construction consists of approximately 900 feet of louvered casing, 600 feet of blank casing, and a gravel/slurry seal for the bottom 270 feet. Well 25 is outfitted with an 800 horsepower (HP) motor that when combined with the pumping unit provides 3,000 gallons per minute (gpm) to the District's 2850 pressure zone.

On Sunday, May 2, 2021 District production staff identified what appeared to be a loose dust cover (threaded) to the stretch nut at the discharge head of Well 25 in conjunction with what appeared to be greater than normal harmonic noise originating from the 800 hp motor. Production staff shut the pumping unit down to prevent any further damage to the pumping unit and/or appurtenances until further inspection could be made on both the pumping unit and the motor.

On Monday, May 3, 2021 the City of Banning was contacted and made aware of potential necessary repairs and the need for further investigation. Legend Pump and Well Services Inc., who is currently under contract for the repair and rehabilitation of Well 24 was solicited to witness and provide a recommendation on the loose dust cover and stretch nut assembly.

Upon further inspection, Legend Pump and Well Services Inc. was able to tighten the dust cover and stretch nut assembly It does not appear that further repairs will be recommended to the pumping unit by Staff. However, until Well 25 is returned to full service and operation over time monitored by District staff, the need for additional repair work is uncertain.

Sulzer, the District's electric motor vendor was also solicited to investigate the excessive noise coming from Well 25's 800 hp motor. Upon inspection, Sulzer agreed with District staff that was warranted and possibly repairs subsequent to inspection which would be based on said inspection findings. Immediate arrangements were made with Legend Pump and Well Services Inc. to remove the 800 hp motor. On Tuesday, May 4, 2021 Well 25's 800 hp electric motor was removed and transported to Sulzer for inspection, testing and repair. At this time, the extent of recommended and/or necessary repair work is uncertain.



District Management staff (including the General Manager in conference with Board President Slawson) further identified that Well 25 being out of service constitutes an "Emergency Condition" for the District due to the following issues:

- 1. Well 25 is a high production well in the District's 2850 pressure zone.
- 2. District demands increase during the summer months and when temperatures rise. With high demands and the potential for Public Safety Power Shut Offs (PSPS) from Southern California Edison (SCE) it is imperative to have redundancy in all pressure zones.

The General Manager then identified that an emergency should be declared and verified that with President Slawson and also reviewed the issue with Vice President Williams.

The District's Policies and Procedures Manual, Part III, Sections 1B, 1E and 1F provide procedures to address emergencies, including water supply:

- B. Emergency. Emergency means the actual or threatened existence of conditions of disaster or of extreme peril to the provision of critical District functions and the health and safety of staff or the public, caused by such conditions as fire, severe storm, riot, hazardous materials releases, earthquake, power outages, dam failures, freezes, water supply contamination, and other conditions which may be beyond the capability of the services, personnel, equipment, and facilities of this District, and may require the combined forces of other political subdivisions to help respond.
- E. District Emergency Declaration. When an emergency condition arises, the General Manager may, in consultation with the Board President, declare a "District Emergency." The Board must ratify the declaration within fourteen (14) days at a regular, special or emergency Board meeting.
- F. Authorization During District Emergencies. The General Manager's Declaration of a District Emergency is a public acknowledgement of the serious situation the District faces, and that the District's resources may not be adequate to respond to the emergency. The Board of Directors, in consultation with the General Manager, may delegate to the General Manager the authority to suspend competitive bidding and enter into emergency contracts of up to \$250,000, as authorized by Public Contract Code §20567 and §22050.

In addition, the Policies and Procedures Manual Part III, Section 17J – Purchasing Policy, contains procedures for Emergency Purchases:

- J. Emergency Purchases. Emergency purchases may be made without competitive bidding when unforeseen circumstances present an immediate risk of:
 - Harm or hazard to the public health, safety and welfare;
 - Damage to District property; or
 - Serious interruption of District essential services



Since emergency purchases do not normally provide the District an opportunity to obtain competitive quotes, sound judgment shall be used in keeping such orders to an absolute minimum. And,

Emergency purchases at Level 5 (more than \$25,000) require notification of the General Manager within 24 hours. The General Manager will notify the President and/or Vice President of the Board of Directors within an additional 24 hours

Summary

At this time, Staff identifies that pumping unit repairs do not seem warranted however motor appears to require repairs and possibly servicing. An analysis of the condition of the electric motor is being conducted by Sulzer. District staff anticipates (barring any unforeseen motor damage) that Well 25 should be returned to full service by the end of the week (Friday, May 20, 2021). If any additional information comes to light, it will be presented to the Board of Directors during the meeting.

Due to the critical nature of Well 25 to the District's production activities, Staff requests and recommends the Board ratify the District emergency as declared by the General Manager.

Fiscal Impact

The fiscal impact to the District has not yet been identified.

Funds are available from the Capital Replacement Reserve for completion of this work.

Report prepared by James Bean, Assistant Director of Operations



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 4

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Resolution 2021-__: Revising the District's Salary Schedule and

Organization Chart

Staff Recommendation

Adopt Resolution 2021-__: Revising the District's Salary Schedule and Organization Chart

Background

The Account Clerk position was adopted in the existing 2021 Salary Schedule (**Attachment 4**), as a Part-Time position, and budgeted for 28 hours per week. The original intent of the budgeted 2021 Account Clerk position proposed by the Director of Finance and Administrative Services was to save the cost of health insurance benefits to the District for this position by classifying it as a part-time position. However, the District is a member of CalPERS, the California Public Employees' Retirement System, and staff have confirmed that CalPERS requires the following:

Employees are eligible [for health insurance] if they:

- Have a permanent appointment or a limited term appointment with a duration of more than six months and.
- Work at least 1,000 hours per year(work more than 19.23 hours in a week for 52 weeks)

Certain employees are not eligible for CalPERS health benefits. Ineligible employees include:

- Those working less than 1,000 hours per year (work less than 19.23 hours in a week for 52 weeks)
- Those whose appointment lasts less than six months
- Those whose job classification is Limited-Term Intermittent (seasonal or temporary)

Therefore, an Account Clerk hired for this position as stated (28 hours) would become eligible for health benefits, which are not currently included in the adopted budget for this position. There is no current incumbent for the Account Clerk position. Further, the Director of Finance and Administrative Services recently confirmed with Staff that the anticipated plan for the Account Clerk position was to propose this position be redefined as a full time position in 2022.

Summary

Staff currently identifies that this position or a similar position (i.e. Proposed Account Technician Position)demand more than the budgeted 28 hours per week currently budgeted to meet the business needs of the department. The Finance and Administrative Services department has experienced some recent changes in staffing and leaves of absence which have left the department short-handed. Before this occurred, it was determined that there was a requirement of at least 28 hours per week to complete Accounts Payable tasks. However, this time allotment did not account for required training time, time required to respond to requests, or time to support



other functions of the department, such as the annual audit, budget proposal activities, or increased activities with the addition of recycled water. Increasing the status of the position to full-time would benefit the efficiency of the Finance and Administrative Services department.

Offering a full-time position, as opposed to part-time, can help the District attract and keep top performers especially with the desire to increase the position to full time in 2022. A secondary consideration to this is that if the part-time position were to be filled in the near term by an employee who desired no more than part-time hours, a potential conflict could exist when the determination is made that the position requires full-time hours. As the District's population served continues to grow to build out, it is anticipated that the needs of the District will adjust accordingly.

Additionally, the Account Clerk position is an entry-level position which does not require extensive accounting experience and requires close supervision by management staff to direct activities (**Attachment 6**). This position replaced a 2020 Accounting Technician classification , which was a journeyman-level position capable of completing accounting work independently with a higher level of technical expertise and autonomy (**Attachment 7**). A full-time, journeyman-level classification would be able to meet the needs of the department and be able to support accounting functions for the District more successfully.

District staff have reevaluated the needs of the Accounting Department and have determined that the Account Clerk classification does not currently meet the needs of the department. District staff recommends that the Board adopt a revised Salary Schedule (**Attachments 2 and 4**) and Organization Chart (**Attachments 3 and 5**).

Fiscal Impact

This Resolution, if adopted, would require changes to the Finance and Administrative Services department budget with the use of mid-year transfers due to the increased labor, health care, and other benefit costs. There is no additional retirement benefit cost, other than the proportionate increase related to the increase in hours. See Table 1 below for costs related to different Part-Time and Full-Time scenarios below.

Table 1 - Payroll Budget Expense Scenarios

Scenarios:	Positions	Hourly Labor Expense		Standard benefits		CalPERS Retire		CalPERS Health		Life & AD&D		Vacation		Sick		Total Cost		
1	Accounting Technician		\$	67,600	\$	8,785	\$	5,863	\$	26,832	\$	444	\$	3,250	\$	3,153	\$	115,927
	Account Clerk	\$ 29.02	\$	29,019	\$	3,771	\$	2,517	\$	-	\$	-	\$	-	\$	-	\$	35,307
2	Accounting Technician		\$	67,600	\$	8,785	\$	5,863	\$	26,832	\$	444	\$	3,250	\$	3,153	\$	115,927
	Account Clerk	\$ 29.02	\$	42,253	\$	5,491	\$	3,665	\$	26,832	\$	-	\$	-	\$	-	\$	78,241
3	Accounting Technician		\$	67,600	\$	8,785	\$	5,863	\$	26,832	\$	444	\$	3,250	\$	3,153	\$	115,927
	Account Clerk	\$ 29.02	\$	60,362	\$	7,844	\$	5,235	\$	26,832	\$	444	\$	3,250	\$	3,153	\$	107,120



Scenarios:

1: 19.23 hours/week (1,000 hours/52 weeks)

2: 28 hours/week (2021 Budget)

3: 40 hours/week (full time accruals)

All Scenarios:

Timeframe: Annual

Hourly Step 5 of 2021 Salary Schedule

Standard Benefits: Social Security, Medicare, EAP, Workers' Comp., UI CalPERS Retire: PEPRA rate (will be higher for Classic member)

Accounting Technician Listed at 40 hours regular full time

Attachments

 Proposed Resolution 2021-__ Revising the District's Salary Schedule and Organization Chart

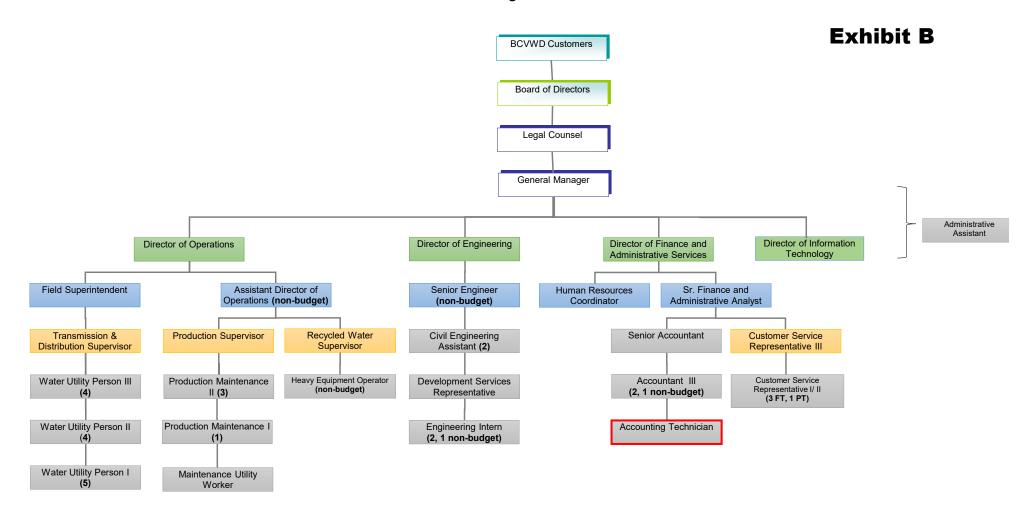
- 2. Exhibit A Proposed 2021 Salary Schedule
- 3. Exhibit B Draft 2021 Organization Chart
- 4. Current 2021 Salary Schedule
- 5. Current 2021 Organization Chart
- 6. Account Clerk Job Description
- 7. Accounting Technician Job Description

Staff Report prepared by Sabrina Foley, Human Resources Coordinator

Exhibit A

Beaumont-Cherry Valley Water District Salary Schedule									
Effective: TBD		H							
Classification	Hourly Rates 1 2 3			4	5	Annual Range			
Account Clerk I	23.88	25.07	26.32	27.64	29.02	34,769.28	4 2,253.12		
Accountant III	35.30	37.06	38.91	40.86	42.90	73,424.00	89,232.00		
Accounting Technician	26.73	28.07	29.47	30.98	32.50	55,598.40	67,600.00		
Administrative Assistant	22.23	23.34	24.51	25.74	27.03	46,238.40	56,222.40		
Assistant Director of Operations	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80		
Civil Engineering Assistant	34.10	35.80	37.59	37.47	41.44	70,928.00	86,195.20		
Customer Service Representative I (Part-Time)	17.65	18.53	19.46	20.43	21.45	25,698.40	31,231.20		
Customer Service Representative I	17.65	18.53	19.46	20.43	21.45	36,712.00	44,616.00		
Customer Service Representative II	20.76	21.80	22.89	24.03	25.23	43,180.80	52,478.40		
Customer Service Representative III	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60		
Development Services Representative	25.20	26.46	27.78	29.17	30.63	52,416.00	63,710.40		
Director of Engineering	70.22	73.73	77.42	81.29	85.35	146,057.60	177,528.00		
Director of Finance and Administrative Services	62.80	65.94	69.24	72.70	76.34	130,624.00	158,787.20		
Director of Information Technology	56.23	59.04	61.99	65.09	68.34	116,958.40	142,147.20		
Director of Operations	61.35	64.42	67.64	71.02	74.57	127,608.00	155,105.60		
Engineering Intern	15.00	15.75	16.54	17.37	18.24	31,200.00	37,939.20		
Field Superintendent	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80		
General Manager	contract ra	ate increas		234,520.00					
Heavy Equipment Operator (1000 HR)	31.27	32.83	34.47	36.19	38.00	65,041.60	79,040.00		
Human Resources Coordinator	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60		
Maintenance Utility Worker	21.50	22.58	23.71	24.90	26.15	44,720.00	54,392.00		
Production Maintenance I	21.17	22.23	23.34	24.51	25.74	44,033.60	53,539.20		
Production Maintenance II	25.95	27.25	28.61	30.04	31.54	53,976.00	65,603.20		
Production Supervisor	34.27	35.98	37.78	39.67	41.65	71,281.60	86,632.00		
Recycled Water Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20		
Senior Accountant	37.06	38.91	40.86	42.90	45.04	77,084.80	93,683.20		
Senior Engineer	58.51	61.44	64.51	67.74	71.13	121,700.80	147,950.40		
Sr. Finance and Administrative Analyst	41.29	43.35	45.52	47.80	50.19	85,883.20	104,395.20		
Transmission & Distribution Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20		
Water Utility Person I	18.56	19.49	20.46	21.48	22.55	38,604.80	46,904.00		
Water Utility Person II	21.83	22.92	24.07	25.27	26.53	45,406.40	55,182.40		
Water Utility Person III	24.52	25.75	27.04	28.39	29.81	51,001.60	62,004.80		
Board of Directors	\$260 per day for meeting attendance in accordance with District rules								

DRAFT-BCVWD Organization Chart 2021



Directors

Managers

Supervisors

Staff

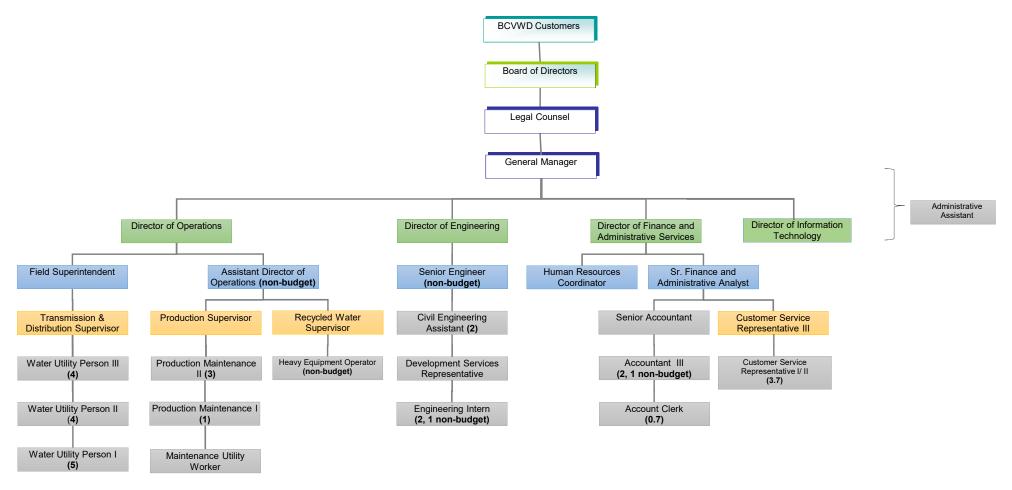
Effective TBD

Attachment 4 - Current

Beaumont-Cherry Valley Water District Salary Schedule									
Effective: January 1, 2021		Н							
Classification	1	2	3	4	5	Annual Range			
Account Clerk (Part Time)	23.88	25.07	26.32	27.64	29.02	34,769.28	42,253.12		
Accountant III	35.30	37.06	38.91	40.86	42.90	73,424.00	89,232.00		
Administrative Assistant	22.23	23.34	24.51	25.74	27.03	46,238.40	56,222.40		
Assistant Director of Operations	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80		
Civil Engineering Assistant	34.10	35.80	37.59	39.47	41.44	70,928.00	86,195.20		
Customer Service Representative I (Part Time)	17.65	18.53	19.46	20.43	21.45	25,698.40	31,231.20		
Customer Service Representative I	17.65	18.53	19.46	20.43	21.45	36,712.00	44,616.00		
Customer Service Representative II	20.76	21.80	22.89	24.03	25.23	43,180.80	52,478.40		
Customer Service Representative III	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60		
Development Services Representative	25.20	26.46	27.78	29.17	30.63	52,416.00	63,710.40		
Director of Engineering	70.22	73.73	77.42	81.29	85.35	146,057.60	177,528.00		
Director of Finance and Administrative Services	62.80	65.94	69.24	72.70	76.34	130,624.00	158,787.20		
Director of Information Technology	56.23	59.04	61.99	65.09	68.34	116,958.40	142,147.20		
Director of Operations	61.35	64.42	67.64	71.02	74.57	127,608.00	155,105.60		
Engineering Intern	15.00	15.75	16.54	17.37	18.24	31,200.00	37,939.20		
Field Superintendent	42.18	44.29	46.50	48.82	51.26	87,734.40	106,620.80		
General Manager	contract ra	ate increas	ed by COL	_A	112.75		234,520.00		
Heavy Equipment Operator (1000 HR)	31.27	32.83	34.47	36.19	38.00	65,041.60	79,040.00		
Human Resource Coordinator	26.35	27.67	29.05	30.50	32.02	54,808.00	66,601.60		
Maintenance Utility Worker	21.50	22.58	23.71	24.90	26.15	44,720.00	54,392.00		
Production Maintenance I	21.17	22.23	23.34	24.51	25.74	44,033.60	53,539.20		
Production Maintenance II	25.95	27.25	28.61	30.04	31.54	53,976.00	65,603.20		
Production Supervisor	34.27	35.98	37.78	39.67	41.65	71,281.60	86,632.00		
Recycled Water Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20		
Senior Accountant	37.06	38.91	40.86	42.90	45.04	77,084.80	93,683.20		
Senior Engineer	58.51	61.44	64.51	67.74	71.13	121,700.80	147,950.40		
Sr. Finance and Administrative Analyst	41.29	43.35	45.52	47.80	50.19	85,883.20	104,395.20		
Transmission & Distribution Supervisor	33.93	35.63	37.41	39.28	41.24	70,574.40	85,779.20		
Water Utility Person I	18.56	19.49	20.46	21.48	22.55	38,604.80	46,904.00		
Water Utility Person II	21.83	22.92	24.07	25.27	26.53	45,406.40	55,182.40		
Water Utility Person III	24.52	25.75	27.04	28.39	29.81	51,001.60	62,004.80		
Board of Directors	\$200 per day for meeting attendance in accordance with District rules								

BCVWD Organization Chart 2021

Attachment 5 - Current



Directors

Managers

Supervisors

Staff

Effective 01/01/2021



BCVWD Invites applications for the position of:

Account Clerk (Part-Time)

Opening Date: 4/7/2021	Closing Date: Open Until Filled
Department: Finance & Administration	FLSA Status: Non-Exempt
Salary: \$28.88 - \$29.02 Hourly	\$34,769.28 - \$42,253.12 Annually
Hours: 28 hours per week	

JOB SUMMARY

Under general supervision, performs a variety of routine accounting, clerical and data entry work in preparation, posting, maintenance and/or reconciliation of financial, accounting, inventory and/or statistical records, as well as other duties as assigned.

Account Clerk is an entry level position and works under close supervision in performing tasks of a routine and repetitive nature in computing, posting, and verifying accounting and numerical data. Assignments may become more complex and varied as greater experience and proficiency are acquired.

Exercises no direct supervision over staff.

ESSENTIAL FUNCTIONS

The duties and responsibilities below are intended to provide a representative list of the various types of work that may be performed. Specifications are not intended to reflect all duties performed within the job class, and incumbents may expect to perform other related similar duties. Some of the duties include, but are not limited to the following:

- 1. Posts, verifies and balances various accounts; gathers, sorts and researches records and files to provide factual data, and traces discrepancies to reconcile accounts
- 2. Provides billing, payment and other accounting information to customers, vendors, District personnel and others; acts as relief Customer Service I/Receptionist as assigned.
- 3. Prepares daily cash deposits as required.
- 4. Prepares recurring journal entries.
- 5. Researches and compiles relevant information for Accounts Receivable accounts as assigned.
- 6. Prepares, reviews, and verifies purchase orders, vendor invoices and related documentation, and confirms authorization.
- 7. Prepares reporting documentation related to payables matters, such as information pertaining to sales tax returns; process payments; compile routine reports related to assigned activity.
- 8. Maintains sub-system and/or subsidiary ledger functions and performs reconciliations with general ledger accounts associated with Accounts Payable processes; generates and prepares reports including but not limited to Vendor Activity, Account Analysis, and Proof List, as required in area of assigned functional responsibility.
- 9. Reviews and classifies documents for proper account documentation, codes information according to established District procedures.
- 10. Prepares and balances batch posting controls to sub-systems and general ledger entries; prepares adjustments, transfers and/or corrections to close and/or balance accounts.



BCVWD Invites applications for the position of: Account Clerk (Part-Time)

- 11. Collects, sorts, and distributes incoming and outgoing mail and various accounting reports and documents; prepares office correspondence, scans, and faxes documents.
- 12. Performs data entry functions and operates an on-line interactive computer terminal or computer.
- 13. Routinely uses a full range of spreadsheet computer software applications.
- 14. Operates a variety of standard and specialized office equipment; performs related general clerical work such as typing, filing, proofing, photocopying, and collating.
- 15. Maintains accuracy and integrity of accounting systems and documents.
- 16. Communicates with supervisor regarding deviations, problems, and unfamiliar situations for decision or help.
- 17. Uses initiative in carrying out recurring assignments independently without specific instruction.
- 18. Prioritizes tasks and assignments to meet deadlines under direction of supervisor.
- 19. Creates and maintains an organized workspace and work files.
- 20. Performs other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

- 1. Standard office procedures, methods, and computer equipment
- 2. Fundamental principles and procedures of fiscal record keeping
- 3. Basic accounting and mathematical principles
- 4. Principles and techniques used in dealing with the public

Ability to:

- 1. Work independently within established procedures
- 2. Understand and follow verbal and written directions
- 3. Learn and apply pertinent Federal, State and local laws, rules and regulations including District policy
- 4. Review situations involved in fiscal, financial and statistical record keeping systems and resolve them through application of District policy
- 5. Make arithmetical calculations quickly and accurately
- 6. Perform clerical, financial record keeping work
- 7. Understand, apply and detect errors in specific segment of a record keeping system
- 8. Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of the work
- 9. Communicate clearly and concisely, both orally and in writing
- 10. Deal tactfully and courteously with internal and external customers
- 11. Meet established deadlines
- 12. Maintain safe work practices

Skills in:

- 1. Operation of a variety of office equipment
- 2. Intermediate Microsoft Office Suite, including Excel, Outlook and Word
- 3. Typing and data entry
- 4. Bookkeeping, Accounts Payable and Accounts Receivable



BCVWD Invites applications for the position of: Account Clerk (Part-Time)

Education, Training and Experience:

Any combination of education, experience and training that would likely provide the required knowledge, skills and abilities is qualifying. The incumbent will possess the most desirable combination of training, skills, and experience, as demonstrated in their past and current employment history. A typical example includes:

- High School Diploma or equivalent, supplemented by specialized coursework in accounting, business practices and/or accounts payable
- 1-2 years of general clerical experience
- Data processing experience
- Experience in governmental accounting and practices is desirable.

Licenses, Certificates, Special Requirements:

A valid California driver's license and ability to maintain insurability under the District's Vehicle Insurance Policy.

PHYSICAL AND MENTAL DEMANDS AND WORK ENVIRONMENT

The physical and mental demands and the work environment characteristics described here are representative of those required for the performance of job duties. The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations to enable individuals with disabilities to perform the essential functions will be considered on a case-by-case basis.

Physical Demands:

While performing the essential functions of this class, the employee is regularly required to sit for prolonged periods in a stationary position, stand and walk; talk and hear, in person, in meetings and by telephone; use hands repetitively to finger, handle, feel or operate computers and other standard office equipment; and reach with hands and arms. The employee is occasionally required to walk, stand, kneel, bend, and lift up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to adjust focus, depth perception and color vision.

The ability to read and appropriately comprehend small numbers and font and to perform extended hours working at a computer is required, using repeated motions that may include the wrists, hands and/or fingers.

Mental Demands:

While performing the duties of this class, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems; observe and interpret people and situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks; work under deadlines; and establish and maintain effective working relationships with others encountered in the course of work.

Reasonable accommodations to enable individuals with disabilities to perform the essential functions will be considered on a case-by-case basis.

BCVWD JOB BULLETIN - ACCOUNT CLERK (PART-TIME)

PAGE 3 OF 4



BCVWD Invites applications for the position of: Account Clerk (Part-Time)

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class.

The employee works under typical office conditions. The noise level ranges from quiet to moderate conversation level.

FLSA CLASSIFICATION

This position is classified as non-exempt from state and federal overtime pay provisions, as the duties and responsibilities do not meet the requirements for exemption under the Fair Labor Standards Act.

ADDITIONAL INFORMATION:

Possession of the minimum qualifications does not guarantee an invitation to the next step in the selection process. All candidate materials will be carefully evaluated and only those considered best qualified will be invited to the next step in the selection process.

Per Chapter 8, Division 4 of Title 1 of the California State Government Code, public employees are declared to be "Disaster Service Workers." As such, District employees may be called upon to support the activities of the District during an emergency situation.

Applicants requesting reasonable accommodation during any phase of application process are instructed to contact Human Resources at (951) 845-9581 or hr@bcvwd.org.

APPLICATION PROCESS:

To apply, please visit: http://www.bcvwd.org/jobopenings.html

Submit a completed BCVWD application before the deadline. Inclusion of a resume and cover letter is recommended; however, these will not be accepted in lieu of the complete employment application. Applications may also be obtained by contacting Human Resources and requesting an application packet be mailed to you. Reference employment position "Account Clerk (Part-Time)" on the Application.

Beaumont-Cherry Valley Water District 560 Magnolia Avenue Beaumont, CA 92223

Please note: Employment is contingent upon successful completion of a background investigation and a drug test. The provisions of this job bulletin do not constitute an expressed or implied contract.

BCVWD is an Equal Opportunity Employer.

GM Approval:

BCVWD JOB BULLETIN - ACCOUNT CLERK (PART-TIME)

PAGE 4 OF 4



BEAUMONT- CHERRY VALLEY WATER DISTRICT Invites applications for the position of:

ACCOUNTING TECHNICIAN

JOB SUMMARY

Under general supervision, performs a variety of technical accounting duties involved in the preparation, review, and maintenance of financial and statistical records that may include accounts receivable, accounts payable, purchasing, inventory, and/or cashiering; and preparation of schedules, reconciliations, and journal entries relating thereto and other duties as assigned.

ESSENTIAL FUNCTIONS

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Specifications are not intended to reflect all duties performed within the job class, and incumbents may expect to perform other related similar duties. Some of the duties include, but are not limited to the following:

- 1. Processes invoices, purchase orders and other claims for payment.
- 2. Prepares tax returns and other reporting documentation related to payables matters; process payments; compile routine reports related to assigned activity.
- 3. Prepares statistical reports, correspondence, and related documents according to prescribed format; operate a variety of office equipment as required.
- 4. Maintains the inventory processes; work order management, verifying costs, inventory audits.
- 5. Gathers, checks, and tabulates data used in the preparation of records and reports.
- 6. Prepares journal entries.
- 7. Updates vendor master files.
- 8. Maintains and reconciles a variety of ledgers, reports and account records.
- 9. Performs a variety of general clerical duties including typing, maintaining files and records, processing mail and ordering supplies.
- 10. Assists customers, departments, and employees by providing fiscal information, explaining procedures, answering questions, and resolving problems or complaints.
- 11. Routinely uses a full range of spreadsheet computer software applications.
- 12. Collects payments over the counter and by mail.
- 13. Maintains and balances assigned cash drawers and prepares daily cash deposits as required.
- 14. Processes accounts receivables.
- 15. Interact with co-workers at all levels in the District in a collaborative and customer service-oriented manner.
- 16. Provides back-up assistance for customer service functions including billing and account maintenance activities.
- 17. Maintains prompt and regular attendance.
- 18. Performs other related duties, as assigned.

Knowledge of:

Standard office procedures, methods and computer equipment; fundamental principles and procedures of fiscal record keeping; basic mathematical principles; and principles and techniques used in dealing with the public.

BCVWD JOB DESCRIPTION - ACCOUNTING TECHNICIAN -2018

Ability to:

- Work independently.
- Learn and apply pertinent Federal, State, and local laws, rules and regulations including District policy.
- Analyze unusual situations involved in fiscal, financial and statistical record keeping systems and resolve them through application of District policy.
- Make arithmetical calculations quickly and accurately.
- Perform clerical, financial record keeping work.
- Understand and follow verbal and written directions.
- Understand, apply and detect errors in specific segment of a record keeping system
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of the work.
- Communicate clearly and concisely, both orally and in writing.
- Deal tactfully and courteously with internal and external customers.
- Meet established deadlines.
- Maintain safe work practices.

Skills in: Operation of a variety of office equipment.

DESIRED MINIMUM QUALIFICATIONS

Minimum Qualifications

Any combination of education and experience that provides the required knowledge, skill, and abilities to perform the essential job duties of the position is qualifying. The incumbent will possess the most desirable combination of training, skills, and experience, as demonstrated in their past and current employment history. A typical example includes:

Education:

 High School Diploma or equivalent, supplemented by specialized coursework in accounting, business practices and/or accounts payable.

Experience:

 Three years of increasingly technical accounting experience and business practices and/or accounts payable. Experience in governmental accounting and practices is desirable.

Licenses, Certificates, Special Requirements:

A valid California driver's license and ability to maintain insurability under the District's Vehicle Insurance Policy.

PHYSICAL AND MENTAL DEMANDS AND WORK ENVIRONMENT

The physical and mental demands and the work environment characteristics described here are representative of those required for the performance of job duties. The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations to enable individuals with disabilities to perform the essential functions will be considered on a case-by-case basis.

BCVWD JOB DESCRIPTION - ACCOUNTING TECHNICIAN -2018

Physical Demands:

While performing the duties of this class, the employee is regularly required to sit; talk or hear, in person and by telephone; use hands repetitively to finger, handle, feel or operate computers and other standard office equipment; and reach with hands and arms. The employee is frequently required to walk, stand, kneel and bend and lift up to 25 pounds.

Specific vision abilities required by this job include close vision and the ability to focus. The ability to read and appropriately comprehend small numbers and font and to perform extended hours working at a computer are also required for the performance of the job duties.

Mental Demands:

While performing the duties of this class, the employee is regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; use math and mathematical reasoning; learn and apply new skills and information; establish and maintain effective working relationships with others encountered in the course of work.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this class.

The employee works under typical office conditions and the noise level is usually quiet.

FLSA CLASSIFICATION

This position is classified as non-exempt from state and federal overtime pay provisions, as the duties and responsibilities meet the requirements for non-exemption under the Fair Labor Standards Act.

Created 12/01/2017

S: /~Dept Human Resources/L3-Management/Recruitment/Employment Opportunities/2018/Accounting Technician Job Description



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 5

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Authorize the General Manager to Enter into an Agreement with Koff and

Associates for a Classification Study in an amount not to exceed \$29,915

Staff Recommendation

Authorize the General Manager to execute an agreement with Koff & Associates for a Classification study for an amount not to exceed \$29, 915.00.

Background

On December 17, 2017, the Board adopted a Memorandum of Understanding (MOU) between the Beaumont-Cherry Valley Water District and the Employee Association. This MOU is valid from January 1, 2018 until December 31, 2021, and the District is in the process of preparing for negotiations for a new MOU this year.

Article 38, "Term Agreement," states "The District agrees to conduct a compensation survey prior to the expiration of this agreement to facilitate salary range discussions to be considered for next term."

To gain the most benefit from a compensation survey, an updated classification study is needed. A classification study will develop an equitable, reliable, and competitive position classification system that supports the District's goals. A classification system promotes equity by accurately aligning positions, fosters recruitment and retention of qualified individuals, and provides opportunities for employee growth and development. The study will ensure that the evaluation of salary ranges is accurate and reflects the requirements of each position.

The Personnel Committee has been fully informed throughout the Request For Proposal (RFP) process and after detailed discussion at its meeting of January 25, 2021, the Committee directed staff to present the recommended proposal directly to the Board for consideration.

Summary

On March 11, 2021, the District issued a RFP for the proposed classification study (**Attachment 1**). The RFP was published in a local newspaper, The Record Gazette, and was sent to the following consultants/organizations directly:

- CPS HR Consulting
- HR Dynamics
- Koff & Associates
- Ralph Anderson & Associates
- Regional Governmental Services (RGS)
- Reward Strategy Group (RSG)



CPS HR Consulting and HR Dynamics responded with regrets that they would not be able to meet the requirements of the proposal in the time allotted, and two proposals were received for the project within the deadline: one from Koff & Associates and the other from Reward Strategy Group. There was no response from Ralph Anderson & Associates or from Regional Governmental Services other than to acknowledge receipt of the District's Request for Proposals.

Sabrina Foley, Human Resources Coordinator, and William Clayton, Acting Director of Finance and Administrative Services, met on 4/27/2021 to evaluate the proposals received. The scores are presented in Table 1 below. Proposals were evaluated using the following criteria:

- Organization and dedication of consultant personnel
- Ability to meet the requirements of the proposal
- Elements of the study, including the proposed methodology for the study

Table 1 – Classification Study RFP Evaluation Results

	Technical	Cost	Total Score
Koff & Associates	87.5	15	102.5
Rewards Strategy Group	81	11.5	92.5

Cost proposals were submitted under separate cover and were evaluated after the main proposal had been scored. Cost was considered secondarily to the contents of the proposal document. Proposed costs from both proposals are set forth on Table 2 below.

Table 2 - Proposed Costs

Proposing Firm	Proposed Number of Hours	Proposed Not to Exceed Cost				
Koff & Associates	193	\$29,915				
Rewards Strategy Group	Unknown	\$48,600				

Human Resources staff conducted reference checks for both entities with the contact information provided in their respective proposals. Reward Strategy Group was highly recommended by the San Antonio Water Company. Koff & Associates was highly recommended by the Cucamonga Valley Water District, East Valley Water District, Eastern Municipal Water District, and Western Municipal Water District. Koff & Associates is familiar with working with the unique needs of water districts and special districts and is experienced with working in the vicinity of the District's service area. Koff & Associates also previously worked with the District in 2016/2017 for a compensation study and completed the requirements of the project to the Board's satisfaction.

Although both proposals were thorough and addressed the needs of the District, Koff & Associates earned the highest average score in technical evaluation. Both proposals suggested extending the deadline for deliverables by approximately four weeks to ensure a quality result and



adequate feedback process, which staff will take under advisement. Koff & Associates is able to begin work on the study as soon as May 13, 2021.

Staff recommends the Board authorize the General Manager to execute an agreement with Koff & Associates to complete a classification study for the District (**Attachment 2**).

Fiscal Impact

The total cost of the project is not to exceed \$29,915.00. Koff & Associates estimates the project will take 193 professional hours, and the cost proposal includes all expenses. This project is currently budgeted within the Human Resources department's approved budget as adopted by the Board of Directors for 2021. The project is estimated to be concluded in summer 2021 and will not require transfers or continuing appropriations in the next fiscal year.

The Operating Budget included a budget item for 2021 Classification Study in the amount of \$25,000. Staff proposes to make up the difference with other funds budgeted for the Human Resources Department.

There may be additional expenses if the District would like to retain the services for Koff & Associates in the event that a formal appeals process is required upon completion of the project. Additionally, at the conclusion of the project, the District will need to conduct a separate Request for Proposals for a Compensation study to satisfy the requirements of the existing MOU and to prepare for negotiations.

There may be long-term financial considerations based on the results of the completed studies for additional consideration by the Board of Directors, if the recommendations of the studies are implemented. These considerations may include changes to the existing salary schedule, organization chart, and/or benefits offerings.

Attachments

- 1. Request for Proposals for Classification Study, 3/11/2021
- 2. Proposed Professional Services Agreement

Staff Report prepared by Sabrina Foley, Human Resources Coordinator



Beaumont-Cherry Valley Water District

Request for Proposals For Classification Study

Beaumont-Cherry Valley Water District 560 Magnolia Ave, Beaumont, California 92223 (951) 845-9581

RFP Posting Date
March 11, 2021

RFP Due Date April 26, 2021

CONTENTS

- A. BACKGROUND
- B. SCOPE OF WORK
- C. SPECIAL PROVISIONS
- D. SAMPLE OF PROFESSIONAL SERVICE AGREEMENT

SECTION A BACKGROUND

I. INTRODUCTION

The Beaumont-Cherry Valley Water District (District) invites qualified firms/consultants to submit proposals for conducting a comprehensive classification study. The required services are herein described in the Scope of Work.

II. DISTRICT PROFILE

The District was formed in 1919 as the Beaumont Irrigation District under California Irrigation District Law, Water Code Section §20500 *et seq.* The name was changed to the Beaumont-Cherry Valley Water District in 1973. Beaumont-Cherry Valley Water District (BCVWD) is a California Special District that provides potable and non-potable water service within its 28 square mile service area.

The District is located in the foothills of the San Bernardino Mountains, approximately 75 miles east of Los Angeles along interstate 10. With a service area encompassing approximately 28 square miles, the District provides potable water and non-potable water service to nearly 20,000 connections within the City of Beaumont and the unincorporated Community of Cherry Valley in Riverside and San Bernardino Counties in Southern California.

III. BACKGROUND AND OBJECTIVE (BCVWD)

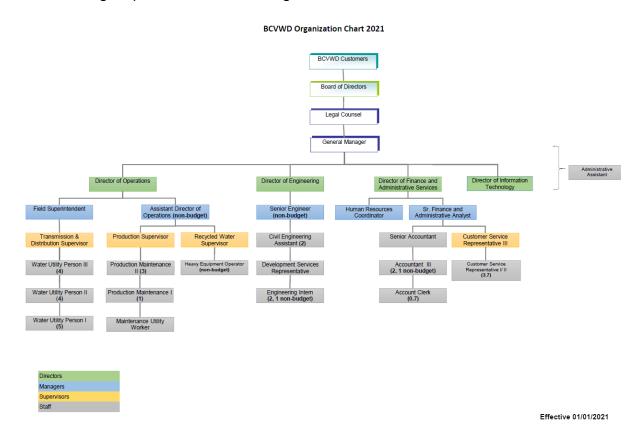
The District is governed by a five-member Board of Directors elected at-large to fouryear terms by BCVWD's ratepayers. The General Manager administers the day-to-day operations of the District in accordance with policies and procedures established by the Board of Directors.

The District currently employs thirty-four (34) full time employees in 28 classifications. Some classifications are new, and some have been long established but do not have updated job descriptions. Some classifications are represented by the District's Employee Association with three employee representatives.

Terms in the current Memorandum of Understanding (MOU) require the District to conduct a compensation survey prior to the expiration of the MOU agreement. In order to gain the most benefit from a compensation survey, an updated classification study is needed. For this reason, the District is seeking proposals from qualified firms/consultants to perform a classification study in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The purpose of the classification study is to address changes in BCVWD operations and staffing, which may have affected the type, scope, and level of work being performed. A separate Request for Proposal (RFP) will be issued for a compensation survey after a

classification study is completed. Specific information on the District's existing classification plan and salary schedule is included.

The District's Budget authorizes staffing of 40 full-time employees and is organized into the following Departments with the organizational structure below:



SECTION B SCOPE OF WORK

I. SCOPE OF SERVICES

Beaumont-Cherry Valley Water District (District) is seeking proposals from qualified human resources firms/consultants to conduct a thorough analysis of the District's existing classifications.

A. Required Tasks

- Schedule and conduct an initial meeting with the General Manager, Director of Finance & Administrative Services, and Human Resources to discuss the process and tasks to be performed in the study, and to include reasonable dedication of key personnel.
- 2. Schedule and conduct a meeting with Executive Management Team (Department Heads) to explain study and process to be used.
- 3. Provide frequent project updates to Human Resources.
- 4. Provide for a comprehensive evaluation of every job classification in the District to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
- 5. Must accommodate the unique nature of certain functions and responsibilities characteristic of local government agencies, and of the District.
- 6. Evaluate all District classifications for appropriate Fair Labor Standards Act (FLSA) designation.
- 7. Review current classification grade methodology and propose recommended strategies for the District.
- 8. Conduct interviews and/or job audits as appropriate for each classification. Interviews and/or job audits may be conducted individually or in groups based upon classification. Due to the COVID-19 pandemic, interviews may be conducted virtually or by phone as well as in person.
- 9. Assess all classifications regarding unique characteristics of the position, such as "on call" requirements, required certifications, and supervisory requirements.
- 10. Develop custom job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications such as education, experience, and skills, working conditions, and certification requirements for classification as needed.
- 11. Facilitate draft job description review and employee feedback process and provide support for any informal or formal appeals.

- 12. Present proposed recommendations to the General Manager and Human Resources for review prior to making any final classification determinations.
- 13. Finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
- 14. Identify career ladders/promotional opportunities as deemed appropriate.
- 15. Submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
- 16. Provide a straightforward and easily understood maintenance system that Human Resources will use to keep the classification system current and equitable. Maintenance should include annual activities, as well as the process Human Resources would use in the review of the classification of individual jobs, as needed.
- 17. Conduct a comprehensive training program for Human Resources staff to ensure that staff can explain and administer the new system in the future. The training program should be clearly described in the proposal.

B. Deliverables

- 1. Weekly progress reports on project status.
- 2. Draft classification study report no later than July 15, 2021.
- 3. Final compensation study report no later than July 29, 2021. BCVWD shall be provided with both electronic and hard copy reports. The final report should also include a description of the general methodology utilized.

II. CONTRACT AWARD

Issuance of the Request for Proposal (RFP) and receipt of proposals does not commit BCVWD to award a contract. BCVWD reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. BCVWD also reserves the right to apportion the award among more than one company.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet BCVWD's needs.

Human Resources will review and evaluate all qualified proposals utilizing a forced ranking system. Based on feedback from the selection committee, BCVWD may conduct telephonic interviews with top ranked candidates as well as reference checks.

III. PROPOSAL REQUIREMENTS: FORMAT AND CONTENT

So that competing proposals can be compared equally, firms/consultants must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification of your proposal for being non-responsive.

All questions should be in writing and directed to Sabrina Foley, Human Resources Coordinator.

The signature of an authorized representative must appear on the cover sheet of the firm's/consultant's proposal. The signature shall be interpreted to indicate the firm's/consultant's willingness to comply with all the terms and conditions set forth in this solicitation unless specific written exceptions are noted.

Proposals should be brief and concise, devoid of extraneous material and promotional information. They should be in sufficient detail to allow a thorough evaluation of the plan of work and its correlated costs. The proposal must be assembled in the following order, with tabs separating each section.

- 1. A description of the organization's professional qualifications.
- 2. A statement indicating the number of employees, by level, which will perform the study.
- 3. A resume for each employee who will be assigned to the District's classification study, including:
 - a. Name of individual
 - b. Education/professional credentials
 - c. Experience with class and/or comp study
 - d. Hourly rates to be charged for each employee
 - e. Amount of time each employee will be dedicated to this study
 - f. Their position/role for this study
- 4. A separate listing of current and prior assessments and classification study clients indicating the following:

- a. Types of service performed; and
- b. Names, addresses and telephone numbers of persons who may be contacted by BCVWD staff as references.
- Indicate availability to proceed with work on or about May 13, 2021 and include a tentative schedule for completing the study (District anticipated a two-and-a-half month completing schedule would be appropriate).
- 6. A written work plan outlining in detail how the firm/consultant proposes to perform the study requested and any information pertaining to any area of a classification study which is customarily reviewed during such a study which has not been mentioned in the "Scope of Services" section of the RFP. Such information includes tasks, services, activities, etc. with sufficient detail to convey the proposer's knowledge of the subjects and skills necessary to successfully complete the project. The firm/consultant may also present any creative approaches that might be appropriate and may provide any supporting documentation.
- 7. In a separate sealed envelope, provide a not-to-exceed cost estimate adequate to cover the scope of the project. The cost estimate should be itemized by task and include a list of charge out rates related to the names of key personnel to be used by the firm during this project. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this Request for Proposal. All costs must be identified. This process is not considered a bid, nor will cost alone decide who is selected. Please note that BCVWD relies heavily on the not to exceed amount and is reluctant to grant further increases unless substantial reasons are made for overage. A requested payment schedule should accompany the work schedule.

IV. EVALUATION PROCESS AND SELECTION CRITERIA

The District will review all submittals and make a recommendation based upon the established evaluation criteria. After the proposals have been evaluated, the highest ranked firm/consultant may be interviewed. All firm's/consultant's submitting a proposal will be notified in writing as to their status in the selection process.

The criteria for selection will be based on, but not limited to, the following:

- Experience and qualifications of personnel assigned to this project and their availability.
- References from clients with similar projects.
- The quality of the proposed project approach, scope, value-added, manner and thoroughness in which it is presented in the proposal.
- Price proposal (including expenses).

Final selection will be made based upon both the written proposals and a potential interview. Information contained in the cost envelope will be secondary and will be opened after the proposals have been reviewed; how that information is used is at the discretion of the District.

V. DISCRETION AND LIABILITY WAIVER

The District reserves the right to reject all proposals or to request and obtain from one or more of the firm's/consultant's submitting proposals, supplementary information as may be necessary for District staff to analyze the proposals pursuant to the firm's/consultant's selection criteria.

The District is not liable for costs incurred by the firm/consultant for the cost of the proposal. The firm/consultant, by submitting a response to this RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP.

All proposals shall be binding for a period of 90 days after the proposal due date. The District also reserves the following rights and options with respect to this RFP:

- To re-issue this RFP with or without change or modification, at any time prior to the District's execution of a Professional Services Agreement pursuant to this RFP;
- To cancel this RFP with or without issuing another request for proposals;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to the District's execution of a Professional Services Agreement pursuant to this RFP;
- To waive informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the District's sole judgment, material to the proposal;
- To request modification of some or all of the proposals following evaluation by the District:
- To request clarifications of any proposals;
- To negotiate simultaneously, or otherwise, with one or more Respondents; and
- To discontinue and resume negotiations with one or more Respondents.

VI. <u>INSURANCE REQUIREMENTS</u>

The chosen firm/consultant will be required to maintain insurance coverage throughout the course of the Professional Services Agreement, and shall provide BCVWD with evidence of said coverage as set forth in the Professional Services Agreement. The requirement is subject to change and modification pursuant to review by the District Attorney. Please review contract language and insurance requirements prior to submitting proposal and note any proposed exceptions to the Agreement tenets in your proposal. The Professional Services Agreement is attached.

VII. PROPOSAL SCHEDULE

**This is a tentative schedule and may be modified at the District's discretion.

Notice Inviting Proposals for Classification Study

Proposals Due April 26, 2021

Evaluation & Possible Interview April 26-30, 2021

Board of Directors Approval May 12, 2021

Tentative Start Work Date May 13, 2021

Draft Report Due July 15, 2021

Final Report Due July 29, 2021

VIII. <u>DIRECTION FOR SUBMITTING PROPOSAL</u>

Closing Date: All proposals must be received by 8:00 AM, April 26, 2021.

Proposals: Please submit one (1) original unbound copy, and six (6) copies in a sealed envelope marked – **Technical Proposal for BCVWD Classification Study** to the address below.

Not to Exceed Cost Estimate: Please submit one (1) original unbound copy, and six (6) copies in a sealed envelope separate from the Technical Proposal marked **Cost Proposal for BCVWD Classification Study** to the following:

Beaumont-Cherry Valley Water District
Attn: Sabrina Foley, Human Resources Coordinator
1440 Beaumont Ave.
Ste A2-116
Beaumont, CA 92223
Sabrina.foley@bcvwd.org

Each sealed envelope containing a bid proposal must have, on the outside:

- The name of the bidder
- The bidder's address.
- The statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING"

The proposal must be received at the specified address by the closing date and time indicated above. Firm's/consultant's mailing or shipping their proposals must allow sufficient delivery time to ensure timely receipt of their proposals. Late proposals will not be accepted.

Beaumont-Cherry Valley Water District reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposal received.

SECTION C SPECIAL PROVISIONS

I. ACCURACY OF THIS SPECIFICATION. This specification is believed by the District to be accurate and to contain no affirmative misrepresentation or any concealment of fact. In preparing its bid, the bidder and all subcontractors named in its bid shall bear sole responsibility for bid preparation errors resulting from any misstatements or omissions in this specification which could easily have been ascertained. Although the effect of ambiguities or defects in this specification will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the bidder. An ambiguity or defect shall be considered patent if it is of such a nature that the bidder, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify the District in writing of specification defects or ambiguities prior to bid submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the bid.

II. QUESTIONS AND INQUIRIES

Questions concerning this RFP may be submitted in writing no later than Tuesday, April 13. 2021 to:

Beaumont-Cherry Valley Water District Attn: Sabrina Foley, Human Resources Coordinator 1440 Beaumont Ave. Ste A2-116 Beaumont, CA 92223

e-mail: Sabrina.foley@bcvwd.org

All questions and responses will be published with the RFP document on the BCVWD website. This information will be located on the Home Page on the Current Solicitations Tab.

SECTION D DISTRICT'S SERVICES AGREEMENT

A **sample** of the District's Services Agreement is provided for review. Submission of a Proposal is the Contractor's willingness to accept the terms of the agreement. **Please specifically identify each and every term of the agreement that your firm/consultant is unwilling to accept and the reason therefore.**

BEAUMONT-CHERRY VALLEY WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT SAMPLE

This Agreement is made and entered into as of	, 20 by	/ and
between the Beaumont-Cherry Valley Water District, a California Irriga	ation District ("District"), and
[***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPC	RATION, PARTNERS	SHIP,
SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] ("C	onsultant"). District	and
Consultant are sometimes individually referred to as "Party" and coll	ectively as "Parties" i	n this
Agreement.		

A. RECITALS

(i) services:	District	requires	provision	of	the	following	professiona
							 , al
as more fu	ly set forth ar	nd described	n this Agreem	ent.			·

- (ii) Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on such experience and qualifications.
- (iii) The Parties enter this Agreement in order to set forth terms and conditions governing Consultant's performance of the services described herein.

B. **AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services.

Consultant shall furnish all labor, materials, equipment, and supplies necessary or incidental to performing the services generally described in the Scope of Services attached hereto as Exhibit "A", any applicable request for proposals issued by the District, and as otherwise required by this Agreement, all to District's satisfaction (collectively, "Services".)

2. <u>Compensation</u>.

- a. Subject to Section 2.b, below, the District shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit "B", attached hereto.
- b. In no event shall the total amount paid for services rendered by Consultant during the term of this Agreement exceed the sum of \$________. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Unless the Parties have agreed on a one-time flat fee, periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

The Parties may agree on additional work to be provided as part of the Services. The District General Manager is authorized to approve additional work not exceeding _______ Dollars (\$______) by written memo signed by the parties. Otherwise, an amendment to this Agreement shall be prepared by the District and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. <u>Maintenance of Records</u>.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed shall be maintained by Consultant and made available for review by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by District.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire at the end of business on [Insert end date], unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other milestones, schedules and deadlines agreed upon in writing. Consultant shall commence work within three (3) business days of receiving District's verbal or written notice to proceed. Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may agree in writing to extend the term of this Agreement if necessary to complete the Services, or when deemed to be in the District's best interest.

6. <u>Delays in Performance</u>.

a. Force Majeure. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing Party including, but not limited to, abnormal weather conditions; floods; earthquakes;

fire; epidemics resulting in "stay at home" or similar binding governmental orders; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant's lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.

b. Should a force majeure event occur, the non-performing Party shall promptly, upon becoming aware of its inability to perform, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. District may, but is not required, to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.
- c. If applicable, and unless otherwise provided in the Scope of Services, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

8. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. <u>Assignment and Subcontracting</u>.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the District, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant is or shall become an employee of District. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from District as herein provided.

- a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Beaumont business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.
- All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of District's employees; and District's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any District uniform, badge, identification number, or other information identifying such individual as an employee of District; and Consultant's personnel shall not use any District e-mail address or District telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of District premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from District, review plans on file at District, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit District locations and/or private property to perform such Services. District may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.
- c. Consultant shall be responsible for and shall pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by District, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of District, and entitlement to any contribution to be paid by District for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The Parties acknowledge that District is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to District to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the

regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause District to be in violation of the applicable retirement laws and regulations.

12. <u>Insurance</u>. Unless otherwise permitted in writing by District's Risk Manager, Consultant shall not commence work for the District until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. <u>Commercial General Liability</u>

- (i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
 - (7) Contractual Liability with respect to this Agreement
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) Subject to the District's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided

that such deductibles shall not apply to coverage of the Additional Insureds.

b. <u>Automobile Liability</u>

- (i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall be endorsed to name the District, its officials, officers, employees, agents and District designated volunteers as additional insureds.
- (iv) Subject to the District's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.
 - d. <u>Professional Liability (Errors and Omissions)</u> (unless waived in writing by the District's risk manager)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Liability Insurance

f. <u>Minimum Policy Limits Required</u>

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate

for bodily injury, personal injury, and property

damage

Automobile Liability \$1,000,000 per occurrence (any auto) for bodily

injury and property damage

Workers' Compensation In the amount required by California law.

Employer's Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions) (unless waived by risk manager)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. <u>Evidence Required</u>

Prior to execution of the Agreement, Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional

Insured endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

- (ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.
- i. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

i. Additional Insurance Provisions

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- (iii) District may require Consultant to provide for inspection by District, complete copies of all insurance policies in effect for the duration of the Agreement.

- (iv) No District elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.
- (v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

k. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold the District, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively "Indemnitees" in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, to the extent arising out of, pertaining to, or incidental to any acts, errors, omissions, default, and/or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the District or any of the other Indemnitees.
- b. The provisions of this Section 13 shall survive the termination of this Agreement.

14. Termination.

a. District has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, District shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, District shall pay Consultant for that portion of the Services satisfactorily completed

prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by District and Consultant. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from termination of this Agreement.

b. Consultant may terminate this Agreement for cause by serving written notice of termination to the District, provided Consultant has first served the District with a written notice of default and demand to cure, and District has failed to cure such default within thirty (30) days of receipt of such notice.

15. Ownership of Work Product.

- a. Except as otherwise provided in Section 14, "Termination", above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant for the District in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of District. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of District without restriction or limitation upon their use, duplication or dissemination by District upon final payment being made provided that any such use shall be at District's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.
- b. Consultant hereby assigns to District all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the District pursuant to subsection (a), above.
- Consultant warrants and represents that it has secured all necessary C. licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, District shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold District, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a claim that District's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by District is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for District the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for District; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in

compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

16. <u>Party Representatives</u>.

Consultant hereby designates, or his or her designee, as
Consultant's Representative for this Agreement, unless and until written notice of a new
representative acceptable to District is provided to District. District hereby designates
, or his or her designee, as District's Representative for this Agreement.
The foregoing Representatives shall be authorized to approve non-monetary revisions to this
Agreement, provide consent where required herein, and to make other administrative decisions
that will be binding on their respective Party, except as otherwise specifically required herein.

17. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT]

PERSON***]

Beaumont-Cherry Valley Water District P.O. Box 2037560 Magnolia Avenue Beaumont, CA 92223

Fax: (951) 845 0159

18.

Attention: Dan Jaggers, General Manager

and shall be effective upon receipt thereof.

Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of District and

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BCVWD Classification Study 2021 Request for Proposals

Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto or document incorporated by reference herein, the provisions of this Agreement, then the District's RFP, if any, shall govern.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

22. <u>Successors and Assigns</u>.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and authorized assigns of each Party to this Agreement.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants to provide the Services or similar services to the District.

26. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the District.

27. Governing Law and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the District.

28. <u>Attorneys' Fees.</u> The prevailing Party in any legal action brought for breach or to compel performance, shall be entitled to recover their reasonable attorneys fees and costs.

29. <u>Interest of Subcontractors</u>.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided District with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the District in affirming compliance with this Section.

30. <u>Prohibited Interests</u>.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BEAUMONT-CHERRY VALLE WATER DISTRICT	Y [INSERT NAME OF CONSULTANT]
By: Dan Jaggers General Manager	By:
	Printed Name:
	By:
	Its:
	Printed Name:
	(Two signatures required for corporations pursuant to California

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ATTEST:		
By: Secretary		

authorize only one person to sign this Agreement on behalf of the corporation.)

EXHIBIT A

Scope of Services EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

[Insert hourly rates or flat fee, as applicable, and rates for any other charges to be made by Consultant]

BEAUMONT-CHERRY VALLEY WATER DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of MAY 12, 2021 by and between the Beaumont-Cherry Valley Water District, a California Irrigation District ("District"), and KOFF & ASSOCIATES ("Consultant"). District and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

A. RECITALS

- (i) District requires provision of the following professional services: Classification Study, all as more fully set forth and described in this Agreement.
- (ii) Consultant is duly licensed and/or otherwise fully authorized by law, and has the necessary experience and qualifications, to provide such services. District enters this Agreement in substantial reliance on such experience and qualifications.
- (iii) The Parties enter this Agreement in order to set forth terms and conditions governing Consultant's performance of the services described herein.

B. **AGREEMENT**

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Scope of Services.

Consultant shall furnish all labor, materials, equipment, and supplies necessary or incidental to performing the services generally described in the Scope of Services attached hereto as Exhibit "A", any applicable request for proposals issued by the District, and as otherwise required by this Agreement, all to District's satisfaction (collectively, "Services".)

2. Compensation.

- a. Subject to Section 2.b, below, the District shall pay for the Services satisfactorily performed, in accordance with the Schedule of Rates/Payments set forth in Exhibit "B", attached hereto.
- b. In no event shall the total amount paid for services rendered by Consultant during the term of this Agreement exceed the sum of \$29,915.00. This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services, unless otherwise agreed upon in writing. Consultant shall be deemed to have made all necessary inquiries and site inspections prior to agreeing to perform the Services. Unless the Parties have agreed on a one-time flat fee, periodic payments for undisputed work shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.
- c. Client shall pay Koff & Associates for its fees and reimbursable expenses (if applicable) within thirty (30) days following the date of receipt of each applicable invoice. If Client contests or questions any invoice, it agrees to raise any questions with management of Koff & Associates within such 30-day period. Late fees in the amount of 2% of invoice amount will accrue if current invoice is not paid within 30 days of payment due date of that invoice. If late fees are not paid, they will carry forward to the next invoice.

3. Additional Work.

An amendment to this Agreement shall be prepared by the District and executed by both Parties authorizing such additional work and compensation therefor, prior to such work being performed.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed shall be maintained by Consultant and made available for review by the District at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment by District.

5. Term; Time of Performance.

The term of this Agreement shall commence on the date first set forth above and shall expire at the end of business on December 31, 2021 unless extended or earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other milestones, schedules and deadlines agreed upon in writing. Consultant shall commence work within three (3) business days of receiving District's verbal or written notice to proceed. Consultant represents that it has the professional and technical personnel required to satisfactorily perform the Services as required by this Agreement. All indemnification provisions of this Agreement shall survive and remain in effect following the termination of this Agreement. The Parties may agree in writing to extend the term of this Agreement if necessary to complete the Services, or when deemed to be in the District's best interest.

6. Delays in Performance.

- a. Force Majeure. Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by force majeure events. Force majeure events mean and refer to circumstances beyond the reasonable control of the non-performing Party including, but not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics resulting in "stay at home" or similar binding governmental orders; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Consultant's lack of financial capability, in the absence of any of the foregoing events, shall not constitute a force majeure event.
- b. Should a force majeure event occur, the non-performing Party shall promptly, upon becoming aware of its inability to perform, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

- a. Consultant shall comply with all applicable laws, ordinances, statutes, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.
- b. District may, but is not required, to assist Consultant in obtaining and maintaining all permits required of Consultant by federal, state and/or local regulatory agencies.
- c. If applicable, and unless otherwise provided in the Scope of Services, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of Consultant's services or operations performed under this Agreement.

8. Standard of Care.

Consultant's Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall, at all times herein, possess any and all State of California and/or federal professional licenses and certifications, as applicable, required to lawfully perform the Services.

9. Assignment and Subcontracting.

Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of the District, which may be withheld for any reason. The Services required to be performed by the Consultant are personal to the Consultant. Any attempt to so assign, transfer, or subcontract without such consent shall be void and without legal effect and shall constitute grounds for termination. Authorized subcontracts, if any, shall contain a provision making the subcontractor subject to all requirements of this Agreement.

10. Independent Contractor.

Consultant is retained as an independent contractor and is not an employee of District. No employee or agent of Consultant is or shall become an employee of District. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from District as herein provided.

a. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including, without limitation, a City of Beaumont business license. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

- All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of District's employees; and District's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any District uniform, badge, identification number, or other information identifying such individual as an employee of District; and Consultant's personnel shall not use any District e-mail address or District telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of District premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from District, review plans on file at District, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or as may be necessary to inspect or visit District locations and/or private property to perform such Services. District may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.
- c. Consultant shall be responsible for and shall pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by District, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of District, and entitlement to any contribution to be paid by District for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

11. PERS Compliance.

The Parties acknowledge that District is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to District to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause District to be in violation of the applicable retirement laws and regulations.

12. <u>Insurance</u>. Unless otherwise permitted in writing by District's Risk Manager, Consultant shall not commence work for the District until it has secured all insurance required under this section and provided evidence thereof that is acceptable to the District. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. <u>Commercial General Liability</u>

- (i) Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.
- (iii) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) (by deletion of this exclusion)
 - (7) Contractual Liability with respect to this Agreement
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage
- (iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
- (v) The policy shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (vi) Subject to the District's written approval, the general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

b. <u>Automobile Liability</u>

- (i) At all times during the performance of the work under this Agreement, Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).
- (iii) The policy shall be endorsed to name the District, its officials, officers, employees, agents and District designated volunteers as additional insureds.
- (iv) Subject to the District's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the Additional Insureds.

c. Workers' Compensation/Employer's Liability

- (i) Consultant certifies that Consultant is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.
- (ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.
 - d. <u>Professional Liability (Errors and Omissions)</u> (unless waived in writing by the District's risk manager)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the District and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of the Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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e. <u>Minimum Policy Limits Required</u>

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability \$1,000,000 per occurrence/ \$2,000,000 aggregate

for bodily injury, personal injury, and property

damage

Automobile Liability \$1,000,000 per occurrence (any auto) for bodily

injury and property damage

Workers' Compensation In the amount required by California law.

Employer's Liability \$1,000,000 per occurrence

Professional Liability \$1,000,000 per claim and aggregate (errors and

omissions) (unless waived by risk manager)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

g. Evidence Required

Prior to execution of the Agreement, Consultant shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

h. Policy Provisions Required

(i) Consultant shall provide the District at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required Additional

Insured endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.

- (ii) The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss.
- (iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three (3) years.
- (iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.
- i. Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

j. <u>Additional Insurance Provisions</u>

- (i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

- (iii) District may require Consultant to provide for inspection by District, complete copies of all insurance policies in effect for the duration of the Agreement.
- (iv) No District elected or appointed official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.
- (v) The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to District. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

k. <u>Subcontractor Insurance Requirements</u>

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District, its elected and appointed officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of District officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors.

13. Indemnification.

- a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by District), indemnify and hold the District, its elected and appointed officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those District agents serving as independent contractors in the role of District officials (collectively "Indemnitees" in this Section 13) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, to the extent arising out of, pertaining to, or incidental to any acts, errors, omissions, default, and/or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the District or any of the other Indemnitees.
- b. The provisions of this Section 13 shall survive the termination of this Agreement.

14. Termination.

- a. District has the right to terminate any portion or all of the Services under this Agreement with or without cause, by giving ten (10) calendar days' prior, written notice to Consultant. In such event, District shall be immediately given title to and possession of all Work Product and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, District shall pay Consultant for that portion of the Services satisfactorily completed prior to termination. If said termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by District and Consultant. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services or services within the Scope Services performed prior to the effective date of this Agreement, and shall not be entitled to damages or compensation resulting from termination of this Agreement.
- b. Consultant may terminate this Agreement for cause by serving written notice of termination to the District, provided Consultant has first served the District with a written notice of default and demand to cure, and District has failed to cure such default within thirty (30) days of receipt of such notice.

15. Ownership of Work Product.

- a. Except as otherwise provided in Section 14, "Termination", above, and unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant for the District in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of District. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of District without restriction or limitation upon their use, duplication or dissemination by District upon final payment being made provided that any such use shall be at District's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product.
- b. Consultant hereby assigns to District all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the District pursuant to subsection (a), above.
- c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, District shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold District, and the other Indemnitees (as defined in Section 13(a), above) harmless from any and all loss, claim or liability in any way related to a claim that District's use of any of the Work Product violates federal, state or local laws, or any

contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by District is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for District the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for District; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

16. <u>Party Representatives</u>.

Consultant hereby designates Georg S. Krammer, or his or her designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to District is provided to District. District hereby designates Sabrina Foley, or his or her designee, as District's Representative for this Agreement. The foregoing Representatives shall be authorized to approve non-monetary revisions to this Agreement, provide consent where required herein, and to make other administrative decisions that will be binding on their respective Party, except as otherwise specifically required herein.

17. Notices.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

DISTRICT:

Beaumont-Cherry Valley Water District P.O. Box 2037560 Magnolia Avenue Beaumont, CA 92223

Fax: (951) 845 0159

Attention: Dan Jaggers, General Manager

CONSULTANT:

Koff & Associates 2835 Seventh Street Berkeley, CA 94710

Attention: Georg S. Krammer, Chief Executive Officer

and shall be effective upon receipt thereof.

18. <u>Third Party Rights</u>.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and the Consultant.

19. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

20. Entire Agreement.

This Agreement, with its exhibits, all of which are incorporated by reference herein, and all documents incorporated by reference, represents the entire understanding of District and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and any exhibit hereto or document incorporated by reference herein, the provisions of this Agreement, then the District's RFP, if any, shall govern.

21. <u>Severability</u>.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and authorized assigns of each Party to this Agreement.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. District's Right to Employ Other Consultants.

District reserves its right to employ other consultants to provide the Services or similar services to the District.

26. Interest of Consultant.

Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of the District.

27. Governing Law and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California. Consultant must comply with the claim procedures set forth in Government Code section 900, et seq. prior to filing any lawsuit against the District.

28. <u>Attorneys' Fees.</u> The prevailing Party in any legal action brought for breach or to compel performance, shall be entitled to recover their reasonable attorneys fees and costs.

29. <u>Interest of Subcontractors</u>.

Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services under this Agreement shall be employed. Consultant has provided District with a list of all subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist the District in affirming compliance with this Section.

30. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Non-Solicitation.

Except with the written consent of Georg Krammer or Katie Kaneko, CEO and President respectively of Koff & Associates, which consent may be given or withheld in their sole discretion, Client agrees that during the term of this Agreement and for a period ending one year thereafter (the "Time Period") Client will not solicit services from or hire any Koff & Associates employee or

contractor (each, a "Team Member") with whom Client has had contact pursuant to the services provided to Client under this Agreement. Client specifically acknowledges that Koff & Associates recruits, trains, and contracts with Team Members and that such efforts are costly and time-consuming. As such, it is understood that should Client hire a Team Member during the Time Period for any reason without the required consent, Client agrees to pay a placement fee (paid at the time of placement) of 30% of Team member's first year's total compensation which accurately reflects a reasonable estimate of Koff & Associate's time and costs attendant to its recruitment, hiring, retention, and management of team members.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BEAUMONT-CHERRY VALLEY WATER DISTRICT	KOFF & ASSOCIATES
By: Dan Jaggers General Manager	By: Its: Printed Name:
	By: Its: Printed Name: (Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.)
ATTEST:	
By: Secretary	

EXHIBIT A

Scope of Services

Required Tasks

- 1. Schedule and conduct an initial meeting with the General Manager, Director of Finance & Administrative Services, and Human Resources to discuss the process and tasks to be performed in the study, and to include reasonable dedication of key personnel.
- 2. Schedule and conduct a meeting with Executive Management Team (Department Heads) to explain study and process to be used.
- 3. Provide frequent project updates to Human Resources.
- 4. Provide for a comprehensive evaluation of every job classification in the District to determine relative worth within the organization for internal equity and for the establishment of pay ranges and step progressions within the ranges.
- 5. Must accommodate the unique nature of certain functions and responsibilities characteristic of local government agencies, and of the District.
- 6. Evaluate all District classifications for appropriate Fair Labor Standards Act (FLSA) designation.
- 7. Review current classification grade methodology and propose recommended strategies for the District.
- 8. Conduct interviews and/or job audits as appropriate for each classification. Interviews and/or job audits may be conducted individually or in groups based upon classification. Due to the COVID-19 pandemic, interviews may be conducted virtually or by phone as well as in person.
- 9. Assess all classifications regarding unique characteristics of the position, such as "on call" requirements, required certifications, and supervisory requirements.
- 10. Develop custom job descriptions to uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications such as education, experience, and skills, working conditions, and certification requirements for classification as needed.
- 11. Facilitate draft job description review and employee feedback process and provide support for any informal or formal appeals.
- 6 BCVWD Classification Study 2021 Request for Proposals

- 12. Present proposed recommendations to the General Manager and Human Resources for review prior to making any final classification determinations.
- 13. Finalize class specifications and recommend appropriate classification for each employee, including correction of identified discrepancies between existing and proposed classifications.
- 14. Identify career ladders/promotional opportunities as deemed appropriate.
- 15. Submit recommendations for appropriate implementation measures that the Human Resources staff will need to take.
- 16. Provide a straightforward and easily understood maintenance system that Human Resources will use to keep the classification system current and equitable. Maintenance should include annual activities, as well as the process Human Resources would use in the review of the classification of individual jobs, as needed.
- 17. Conduct a comprehensive training program for Human Resources staff to ensure that staff can explain and administer the new system in the future. The training program should be clearly described in the proposal.

Deliverables

- 1. Weekly progress reports on project status.
- 2. Draft classification study report no later than July 15, 2021.
- 3. Final compensation study report no later than July 29, 2021. BCVWD shall be provided with both electronic and hard copy reports. The final report should also include a description of the general methodology utilized.

Beaumont-Cherry Valley Water District—Professional Services Agreement (Koff & Associates)

EXHIBIT B

Schedule of Rates/Payments

Consultant will invoice District on a monthly cycle, or otherwise as expressly provided in this Agreement. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task, as applicable. Consultant will inform District regarding any out-of-scope work being performed by Consultant. Any other terms and conditions relating to the amount of compensation to be paid to Consultant are as follows:

Combined professional and clerical composite rate: \$155/Hour. Expenses are included in the composite hourly rate. Total project cost not to exceed \$29,915.00.



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 6

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Request for Update to Will Serve Letter for Proposed Housing Project -

Allegheny Street (Riverside County Assessor's Parcel No. 419-150-050) located between 6th Street and 8th Street and west of Highland Springs Avenue in the

City of Beaumont

Staff Recommendation

Consider request to provide an updated *Will Serve Letter* (WSL) for a proposed affordable housing apartment complex for special needs populations to be located on Allegheny Street between 6th Street and 8th Street and west of Highland Springs Avenue in Beaumont, CA (Assessor's Parcel Number [APN] 419-150-050):

- A. Approve the Application for an update to Water Service and furnish "Will Serve Letter", or;
- B. Deny the Application for an update to Water Service.

Background

The Applicant (LINC Housing Corporation) requested an updated *Will Serve Letter*. Said property (see Figure 1, attached) has not yet been designated a numeric address. In corresponding with District staff, the Applicant provided a construction schedule that identifies a plan to break ground in October of 2021.

Staff understands that the project configuration has been revised by the Applicant to modify the layout and configuration from a four-building project to a two-building project as identified on attached Figures 2 – Revised Architectural Plans and Figures 3 – Original (BCVWD approved) Architectural Plans and as further discussed hereafter.

The original project configuration was approved for water service by the Board of Directors at the June 12, 2019 Regular Board Meeting. Said project consisted of a proposed multi-family development to be constructed on an existing parcel of land located on Allegheny Street and is further identified as Riverside County Assessor's Parcel No. 419-150-050. The approval of water service has since expired, lapsing the 12-month expiration period.

Figure 2 – Revised Architectural Plans consists of the configuration identified in Table 1 hereafter:

Table 1 Revised Project Configuration (2 Building Figure 2)

Floor Plan	Description of Unit	Sq Ft	No. of Units
 1	2 BDRM	912	24
2	3 BDRM	1,159	24
		Total Units	48

Table 2 Original Project Configuration (4 Building Figure 3)

Floor Plan	Description of Unit	Sq Ft	No. of Units
 1	1 BDRM	729	47
2	3 BDRM	1,390	1
		Total Units	48

Both the original and the revised project include community rooms and while the total number of dwelling units have not changed the floor plan square footage and total number of bedrooms in the project have increased.

This parcel is currently within the District's Service Area Boundary and the District has confirmed there is a 4-inch distribution water main fronting the property. The District has identified a likely need for upsizing said 4-inch distribution water main to the District's minimum 8-inch water main which would require a water main extension and agreement.

The Applicant will be required to secure the necessary approvals from the City of Beaumont and the District.

The District's Regulations Governing Water Service defines Service Charges and Facilities Fees (and water usage) for water demands for multi-family dwelling units to be 2/3 of the fees associated with single family dwelling units. Based upon this policy, the equivalent dwelling units for this project are estimated to be as follows:

Description	Multi-family Dwelling Units	Equivalent Dwelling Units (EDUs)
Multi-Family Dwelling Units	48	32

Staff has identified that the closest recycled water main is located approximately 1,700 linear feet northwest of the project site, therefore, project landscaping irrigation may ultimately be serviced by domestic water (depending on final landscape demands). Once the project landscape design is finalized by the Developer, staff proposes to review the suitability of extending recycled water to the project site for the proposed demand.

The Applicant will be conditioned to design and construct all required facilities necessary to service the project including but not limited to all water main extensions and also secure final project approvals from the District for the project development prior to construction.

The impact of this development on the District's water supply system is determined to be minimal and is generally incorporated in the District's 2015 Urban Water Management Plan Update as infill lot development.

Conditions:

The Applicant shall conform to all District requirements for water service and all City of Beaumont requirements.

- The Applicant shall enter into a water facilities extension agreement and design, construct and pay all fees associated with the domestic water services for the development. Staff further identifies that the project will most likely require that the existing 4-inch main be removed and replaced with a new pipeline (8-inch minimum) sized appropriately to support the project's flow demands.
- 2. The Applicant shall pay all fees related to new fire service facilities including any facilities improvements that may be necessary to meet the fire flow requirements.
- 3. The Applicant may be required to pay front-footage fees along all property frontages where facilities are currently installed.
- 4. To minimize the use of potable water, the District requires the applicant to conform to the City of Beaumont Landscaping Ordinances which pertains to water efficient landscape requirements and the following:
 - a. Landscaped areas which have turf, shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall, automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
 - b. Landscaping in non-turf areas should be drought tolerant consisting of low water-use planting materials. Irrigation systems for these areas should be drip or bubbler type.

Fiscal Impact:

None. All fees and deposits will be paid by the Applicant prior to providing service.

Attachments

Figure 1 – APN 419-150-050

Figure 2 – Revised Architectural Plans

Figure 3 – Original Architectural Plans

Figure 4 – Application for Water Service for Riverside County APN 419-150-050

Prepared by Aaron Walker, Development Services Representative



FIGURE 1 - APN 419-150-050





ALLEGHENY APARTMENTS

ALLEGHENY STREET BEAUMONT, CA APN: 419-150-050

	1	
ABBREVIATIONS	BUILDING	SUMMARY
& AND FDN. FOUNDATION PLYWD. PLYWOOD	SCOPE OF WORK	BUILDINGS
ANGLE AT AT FE. FE. FIRE EXTINGUISHER FID. PANEL PANING PID. PANEL PANEL PANEL PANEL PANING PANEL PANEL PANEL PANING PID. PANEL PANEL PANING PLUMB. PANEL PANER PAN	TWO NEW 3-STORY APARTMENT BUILDINGS WITH (48) 2 AND 3-BDRM AFFORDABLE UNITS AND A COMMUNITY ROOM.	MIXED-USE BLDG. OCCUPANCY: GROUP A-3/B: COMMUNITY/MULTI-PURPOSE ROOM GROUP R-2: APARTMENT UNITS HEIGHT: SPRINKLERED: GROUP R-2: APARTMENT UNITS GROUP R-2: APARTMENT UNITS STORIES: 34'-8" TO TOP OF ROOF SINGLE-USE BLDG OCCUPANCY: SPRINKLERED: STORIES: 3 STORIES
ARCH. ARCHITECT FUT. FUTURE R.D. ROOF DRAIN ARCH'L. ARCHITECTURAL ASPH. ASPHALT GA. GAUGE REFR. REFRIGERATOR	VICINITY MAP	BUILDING CODES
BD. BOARD G.B. GRAB BAR REINF REINFORCE, REINFORCED BITUM. BITUMINOUS G.L. GLASS RGTR. REGISTER BLDG. BUILDING GND. GROUND REQ. REQUIRED BLK. BLOCK GR. GRADE RESIL. RESILIENT BLKG. BLOCKING GYP. GYPSUM RM. ROOM BLT. BOLT GYP. BD. GYPSUM BOARD R.O. ROUGH OPENING BM. BEAM G.B. GYPSUM BOARD RWD. REDWOOD BOT. BOTTOM CAB. CABINET H.C. HOLLOW CORE C.B. CATCH BASIN H.DR. HEADER CEM. CEMENT H.DW. HARDWOOD S.C. SOLID CORE CEM. CEMENT H.DW. HARDWOOD S.C. SCHEDULE	E 8th St W Wilson St W Wilson St San Gorgonio Memorial Hospital	ALL WORK SHALL CONFORM TO 2016 CBC 2016 CALIFORNIA BUILDING CODE 2016 CALIFORNIA ELECTRICAL CODE 2016 CALIFORNIA MECHANICAL CODE 2016 CALIFORNIA PLUMBING CODE 2016 CALIFORNIA ENERGY CODE 2016 CALIFORNIA FIRE CODE 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE 2016 CALIFORNIA REFERENCED STANDARDS CODE
C.G. CORNER GUARD HORIZ. HORIZONTAL S.E. SOLARE FEET CLG. CEILING HORIZ. HORIZONTAL S.E. SQUARE FEET	Tuscany Villas Memorial Dr +	DEFERRED SUBMITTALS
CLKG. CAULKING CLO. CLOSET CLEAR CLEAR C.O. CASED OPENING COL. COLUMN CONC. CONCRETE CONN. CONNECTION CONSTR. CONSTRUCTION CONT. CONTINUOUS CONT. CONTINUOUS CORR. CORNER OF FINISH CORR. CORRIDOR CORR. CORRIDOR CORR. CORRIDOR CORR. CORRIDOR CONTR. COUNTERSUNK CONTR. COUNTERSUNK CNTR. CONTER CONTR. COUNTER CONTR. COUNTER CONTR. CONTERSUNK CONTR. CONTER CONTR. CONTER CONTR. CONTERSUNK CONTR. CONTER CONTR. COUNTER CONTR. COUNTER CONTR. COUNTER CONTR. CONTRUCTION CORR. CORRIDOR CORR. CORRIDOR CONTR. COUNTERSUNK CONTR. COUNTER CONTR. CO	Walgreens E 6th St	SUBMITTAL DOCUMENTS FOR DEFERRED ITEMS SHALL BE SUBMITTED TO THE ARCHITECT OR ENGINEER OF RECORD, WHO SHALL REVIEW THEM AND FORWARD THEM TO THE BUILDING OFFICIAL WITH A NOTATION INDICATING THAT THE DEFERRED DOCUMENTS HAVE BEEN REVIEWED AND THAT THEY HAVE BEEN FOUND TO BE IN GENERAL CONFORMANCE WITH THE DESIGN OF THE BUILDING. THE DEFERRED ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. PER C.B.C 106.3.4.2. -TRUSSES -ELEVATOR -STAIRS - SHOP DRAWINGS -SPRINKLERS
DBL. DOUBLE STL. STEEL DEPT. DEPARTMENT MAX. MAXIMUM STOR. STORAGE	ACCESSIBILITY	SEPARATE PERMITS
DET. DETAIL DIA. DIAMETER DIA. DIAMETER DIM. DIMENSION DISP. DISPENSER MET. DIN. DOWN DOOR DOOR DOOR DOOR DOOR DS. DOWNSPOUT DS. DOWNSPOUT DS. DRY STANDPIPE DWGS DWR. DRAWINGS MISC. MISCELLANEOUS DWR. DRAWER DWR. DRAWER MO. MASONRY OPENING TEA. EAST EAST EAST EDF	THIS BUILDING SHALL COMPLY WITH ALL FEDERAL AND STATE ACCESSIBILITY REQUIREMENTS AS FOLLOWS: 1. ALL COMMON AREAS SHALL BE ACCESSIBLE (ADA 2010 AND CBC CHAPTER 11B). 2. 10% OF UNITS SHALL BE ACCESSIBLE (CBC CHAPTER 11B). 4% OF THE UNITS SHALL CONTAIN COMMUNICATION FEATURES (CBC CHAPTER 11B) 3. REQUIRED ACCESSIBLE PARKING SPACES: 2 ACCESSIBLE SPACES REQUIRED (ADA 2010, TABLE 208.2)	SEPARATE PERMITS SHALL BE OBTAINED FOR THE FOLLOWING CONSTRUCTION, AND SHALL BE COMPLETED BEFORE FINAL INSPECTION OF BUILDING - EXTERIOR SIGNS - SPRINKLERS FIRE ALARM SYSTEM THE FIRE ALARM SYSTEM SHALL BE REVIEWED AND APPROVED BY THE LOCAL FIRE PROTECTION AUTHORITY PRIOR TO INSTALLATION. SYSTEM SHALL INCLUDE 2-WAY COMMUNICATION SYSTEM AT ELEVATOR LANDING. FIRE SPRINKLERS THE FIRE SPRINKLER SYSTEM SHALL CONFORM TO NFPA 13 MINIMUM STANDARDS AND SHALL BE
EMER, EMERGENCY O/ OVER UNF. UNFINISHED ENCL. ENCLOSED O.A. OVERALL U.O.N. UNLESS OTHERWISE NOTED E.P. ELECTRICAL PANELBOARD OBS. OBSCURE UR. URINAL EQ. EQUAL O.C. ON CENTER		REVIEWED AND APPROVED BY THE LOCAL FIRE PROTECTION AUTHORITY PRIOR TO INSTALLATION, PLANS SHALL BE SUBMITTED TO THE SPRINKLER PLAN CHECK UNIT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
EQ. EQUAL EQPT. EQUIPMENT O.D. OUTSIDE DIAMETER (DIM.) E.W.C. ELECTRIC WATER COOLER OFF. OFFICE EXST. EXISTING O.H.C. OVERHEAD CABINET W. WEST		
EXST. EXISTING EXP. EXPANSION OPNG. OPENING WEST WY WITH EXPO. EXPOSED OPP. OPPOSITE W.C. WATER CLOSET		

PLATE

PLASTER

PLASTIC LAMINATE

P.LAM.

PLAS.

WATER CLOSET

WATER HEATER

WATERPROOF

WOOD

WITHOUT

WAINSCOT WEIGHT

EXT.

EXPOSED

EXTERIOR

FIRE ALARM

FLOOR DRAIN

FLAT BAR

SHEET INDEX

SHEET SHEET TITLE

- ARCHITECTURAL DRAWINGS
- A.1 COVER SHEET
 A.2 ARCHITECTURAL SITE PLAN
 A.3 UNIT PLANS
 A.4 COMMUNITY ROOM
- A.4 COMMUNITY ROOM
 A.5 BUILDING TYPE 'A' COMPOSITE FLOOR PLAN
 A.6 BUILDING TYPE 'A' ROOF PLAN
 A.7 BUILDING TYPE 'A' ELEVATIONS
 A.8 BUILDING TYPE 'B' COMPOSITE FLOOR PLAN
 A.9 BUILDING TYPE 'B' ROOF PLAN
 A.10 BUILDING TYPE 'B' ELEVATIONS

PROJECT SUMMARY

SUMMARY ALLEGHENY ST. PROJECT ADDRESS BEAUMONT, CA 419-150-050 LOT AREA 1.48 Acres

UNIT TABULATION

UNIT PLAN 1 - 2-BDRM (912 SF) UNIT PLAN 2 - 3-BDRM (1,159 SF)

BUILDING AREA

- 34,554 SF **BUILDING TYPE 'A'** 29,760 SF **BUILDING TYPE 'B'**
- **ANALYSIS**

LOT COVERAGE

PARKING

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	REQUIRED	PROPOSED
DENISITY	24 DU/AC + 35% = 48	48
FAR	MAX 64,468 SF (1:1)	64,314
SETBACKS		
FRONT	25'	25'
SIDE	NONE	MIN. 7'
REAR	NONE	MIN. 6'
HEIGHT	50 FT MAX	34'-8" AT HIGHEST POINT
OPEN SPACE	9,700 SF	10,801 SF

64,314 SF

38.80%



Design &

DAVID R. MALDONADO

BRIAN MELLER

PRINCIPAL:

PROJECT MANAGER:

555 E. OCEAN BLVD., STE. 900 LONG BEACH, CA 90802

No. Date Issue / Description 03.25.2019 PLANNING DEPT. SUBMITTAL 07.13.2019 PLANNING DEPT. SUBMITTAL 09.23.2019 PLANNING COMMENTS IT IS THE CLIENTS RESPONSIBILITY PRIOR TO OR DURING CONSTRUCTION TO NOTIFY THE ARCHITECT IN NRITING OF ANY PERCEIVED ERRORS OR OMISSIONS IN THE PLANS AND SPECIFICATIONS OF WHICH A CONTRACTOR THOROUGHLY KNOWLEDGEABLE WITH THE BUILDING CODES AND METHODS OF CONSTRUCTION SHOULD REASONABLY BE AWARE. WRITTEN INSTRUCTIONS ADDRESSING SUCH PERCEIVED ERRORS OR OMISSIONS SHALL BE RECEIVED FROM THE ARCHITECT PRIOR TO THE CLIENT OR CLIENTS SUBCONTRACTORS PROCEEDING WITH THE WORK. THE CLIENT WILL BE RESPONSIBLE FOR ANY DEFECTS IN CONSTRUCTION IF THESE PROCEDURES ARE NOT FOLLOWED.

SIGNAGE NOTES

- PER SECTION 1011.4, TACTILE EXIT SIGNS SHALL BE REQUIRED AT THE FOLLOWING LOCATIONS: a) EACH GRADE-LEVEL EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1101.1, SHALL BE IDENTIFIED BY A
- TACTILE EXIT SIGN WITH THE WORD, "EXIT." c) EACH EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1101.1, AND THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE FOLLOWING WORDS AS APPROPRIATE:
 - i) "EXIT STAIR DOWN" ii) "EXIT RAMP DOWN"
 - iii) "EXIT STAIR UP" iv) "EXIT RAMP UP"
- d) EACH EXIT DOOR THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1101.1, AND THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE."
- e) EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1101.1, SHALL BE IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE."
- f) EACH EXIT DOOR THROUGH A HORIZONTAL EXIT THAT IS REQUIRED TO COMPLY WITH CBC SECTION 1101.1, SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT."
- RAISED CHARACTER AND BRAILLE EXIT SIGNS SHALL COMPLY WITH CHAPTER 11B AND ADA 2010.
- 3. STAIR WAY SIGNAGE SHALL COMPLY WITH CBC, SECTION 1022.9.

PROJECT DIRECTORY

VELOPER/ VNER:	LINC HOUSING 555 E. OCEAN BLVD., STE. 900 LONG BEACH, CA 90802 TEL: (562) 684-1131 CONTACT: MONICA MEJIA
CHITECT	DOS DECICAL AND DI ANIMO IN

D33 DESIGN AND PLANING, INC. 31866 CAMINO CAPISTRANO SAN JUAN CAPISTRANO, CA 92675 TEL: (949) 302-6296 CONTACT: BRIAN WELLER

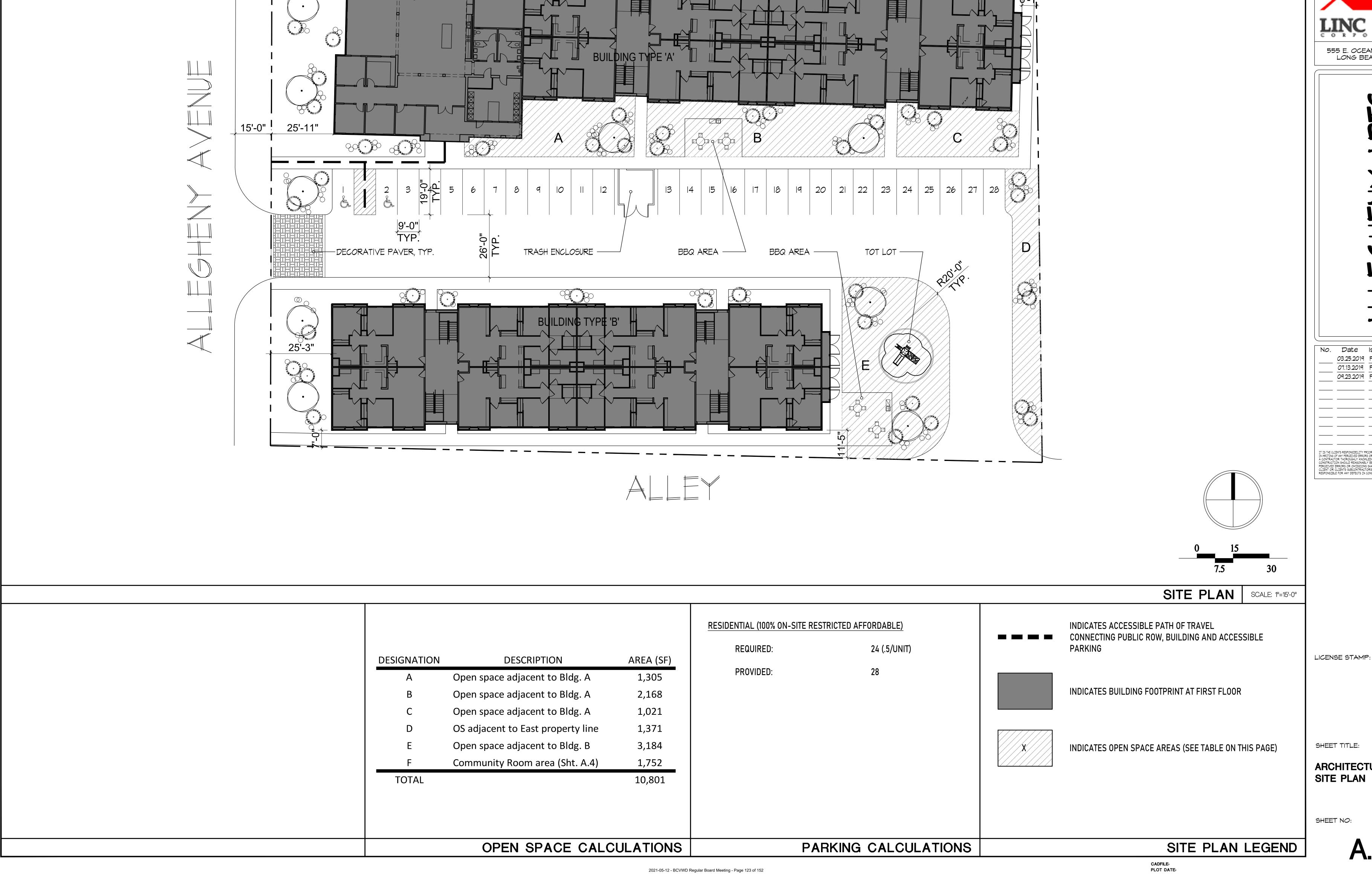
SHEET NO:

COVER SHEET

SHEET TITLE:

LICENSE STAMP:

PLOT DATE:



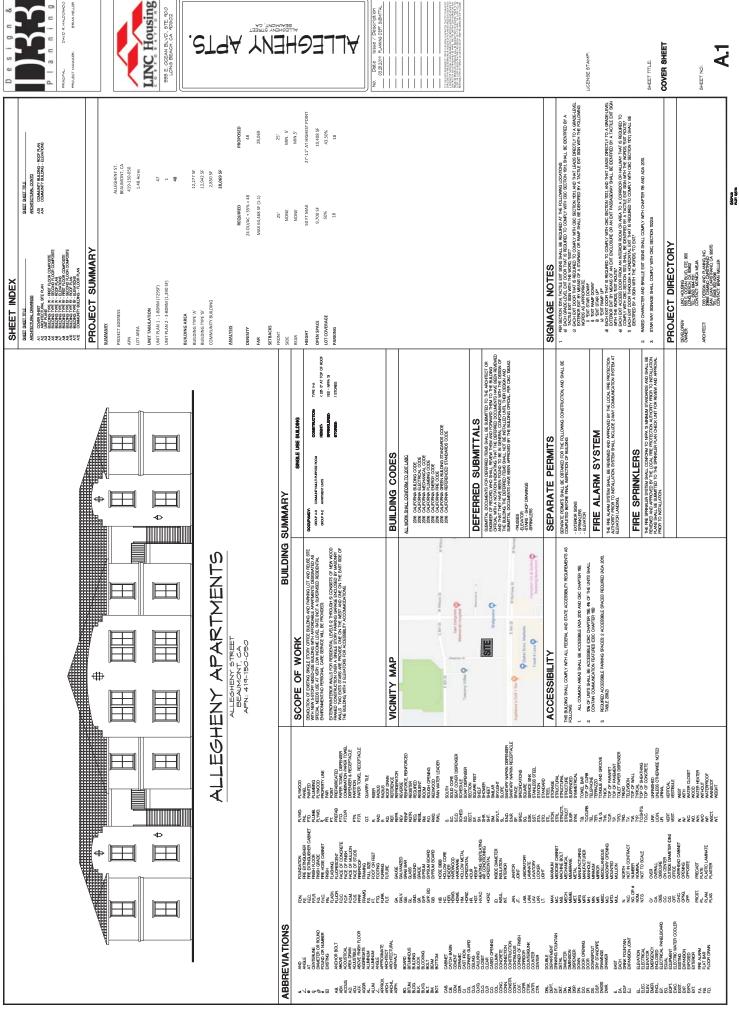
Design & DAVID R. MALDONADO PROJECT MANAGER:

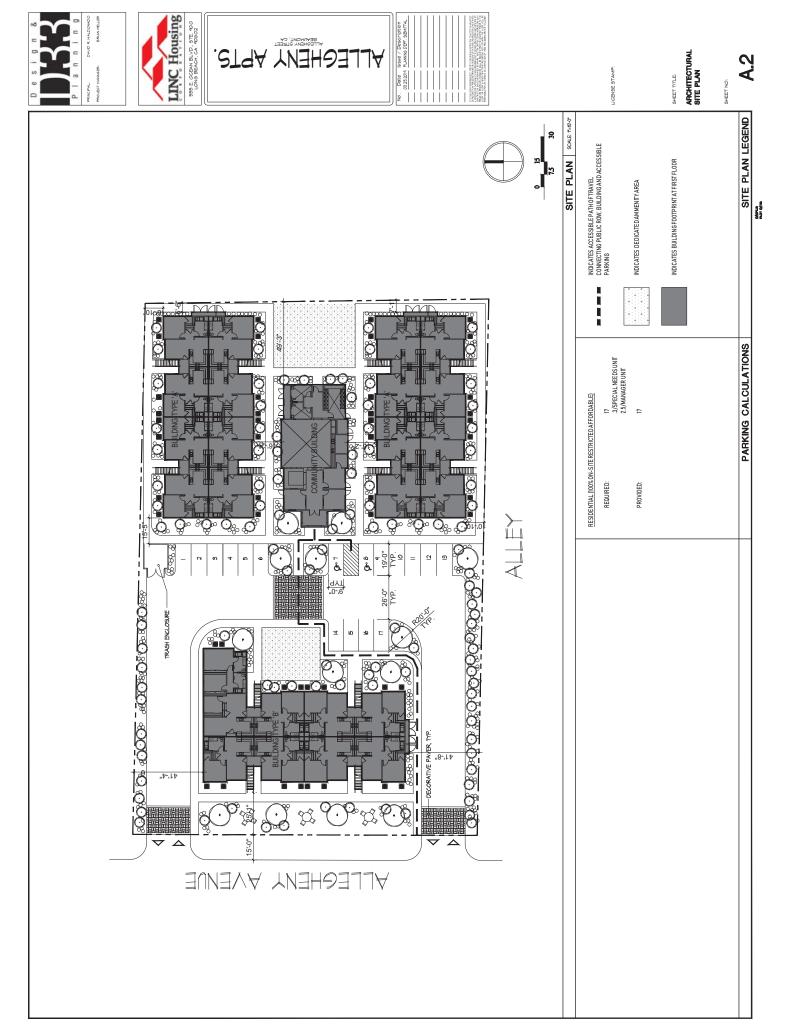




ARCHITECTURAL

A.2







BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue • PO Box 2037 Beaumont, CA 92223-2258 Phone (951) 845-9581 www.bcvwd.org

	✓ Will Ser	ve Request	Vater Supply Assessment (SB210)
Applicant Nam			Contact Phone # 562-684-1142
Mailing Addres			Fax #:
City: Long Beach			E-mail: csnyder@linchousing.org
State & Zip: CA, 90807			
Service Addr no address es	ress: stablished for property	yet	
Assessor's P 419-150-050	Parcel Number (APN), Ti	ract Map No. Parcel Map No.	:
Project Type:	: Single-Family	✓ Multi-Family ☐ Comr	nercial/Industrial
	☐ Major subdivision		
Site Map Atta site plan is att	ached: ☑ Yes │ ached	□No	
Recipient:	Aaron Walker; Dan Jaaron.walker@bcvwd		-
	dan.jaggers@bcvwd.	org	- -
PLEASE CH	HOOSE ONE:		
☐ Mail (a	ibove address)	✓ E-mail	
☐ Fax		Will pick up	
Assessment R acilities, all c	eports that take into	account water availabilit District's ability to prov	conditions in Will Serve Letters and/or Water Supply issues, conservation issues and the District's existivide service to the subject property and maintain the service to the service to the service to the service to the service that the service the service to the service that the service the service that the
Applicant's	Signature		Date



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 7

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Request for Will Serve Letter for Riverside County Assessor's Parcel No. 407-

300-004 located at 38602 Jenni Lisa Court in the Community of Cherry Valley

Staff Recommendation

Consider the request for water service *Will Serve Letter* for a property located at 38602 Jenni Lisa Court, identified as **Riverside County Assessor's Parcel No. (APN) 407-300-004** within the community of Cherry Valley, subject to payment of all fees to the District and securing all approvals from the County of Riverside and:

- A. Approve the Application for Water Service and furnish "Will Serve Letter", or
- B. Deny the Application for Water Service

Background

The Applicant, Jason Bennecke, has requested water service from the District for a proposed Accessory Dwelling Unit to be constructed on an existing parcel of land located at 38602 Jenni Lisa Court and further identified as Riverside County Assessor's Parcel No. 407-300-004.

Subject property fronts Jenni Lisa Court, east of Nancy Avenue in the Community of Cherry Valley, California (see Figure 1, attached). The property currently has an existing single-family structure with water service provided by the District by a 1-inch meter connection from an existing 6-inch water main fronting the property. The Applicant plans to construct a 1,000 sq. ft. accessory dwelling unit on the parcel as shown on Figure 2.

District staff identifies that the proposed structure is over the maximum 800 sq. ft. defined in the California Department of Housing and Community Development's (HCD) Handbook, therefore the Applicant does not meet the requirements for an ADU. The Applicant will need to secure the necessary approvals from the County of Riverside.

With this parcel already taking service from the District, the existing property is considered to have 1 equivalent dwelling unit (EDU) of water allocation. With the addition of the proposed dwelling, District policy (Rules & Regulations 5-1.1.4) allows for each dwelling unit to be equivalent to 2/3 EDU. Therefore, with a second proposed dwelling unit and an existing allocation of 1 EDU, the Applicant will be required to pay for Facilities Fees equivalent to 1/3 EDU. Table 1 provides a breakdown for the derivation of Facilities Fees for this Project.



TABLE 1			
Description	Existing Allocation	New Allocation	
Exist. Single-Family Home	1 EDU	2/3 EDU	
Proposed Additional Dwelling	N/A	2/3 EDU	
	Subtotal	4/3 EDU	
	Exist. Allocation	3/3 EDU	
_	New Facilities Fees Required	1/3 EDU	

The impact of this proposed residence on the District's water supply system is minimal. The Applicant will be required to pay all applicable District Fees, including Facilities Fees and may need to pay for a non-tract water service installation charge. The Applicant will be required to pay all actual applicable fees in effect at the time of application for service installation.

Final meter size will be determined by the Applicant. A separate meter will be required per Rule & Regulation Section 5-1.1.4. Fire Flow requirements will be determined by the County of Riverside Fire Department and said requirements will dictate actual required Fire Hydrant Fire Flows and residential fire sprinkler requirements for the residence.

Conditions:

The Applicant shall conform to all District requirements for water service and all County of Riverside requirements.

- 1. To minimize the use of potable water, the District requires the applicant to conform to the County of Riverside Landscaping Ordinances which pertain to water efficient landscape requirements and the following:
 - a. Landscaped areas which have turf, shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall, automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
 - b. Landscaping in non-turf areas should be drought tolerant consisting of planting materials native to the region. Irrigation systems for these areas should be drip or bubbler type.

Fiscal Impact:

None. All fees and deposits will be paid by the Applicant prior to providing service.

<u>Attachments</u>

Figure 1 – APN 407-300-004 Vicinity Map

Figure 2 – APN 407-300-004 Site Plan

Figure 3 – HCD Handbook, Index and Page 11

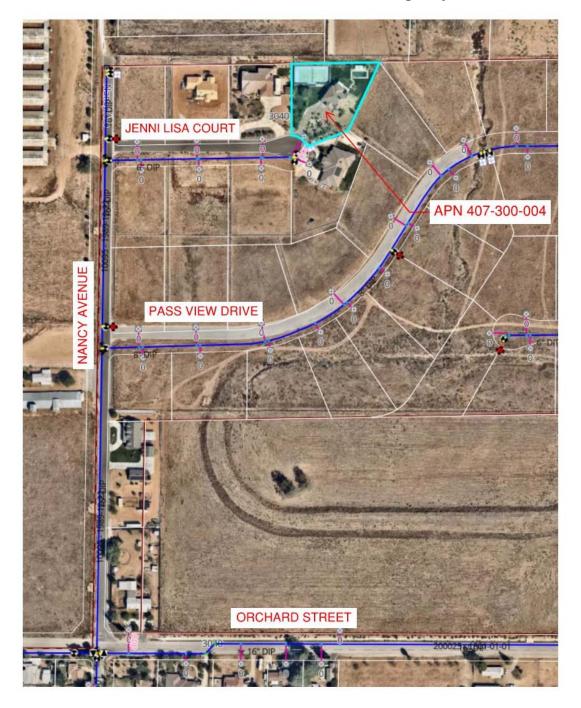
Figure 4 – Application for Water Service for Riverside County APN 407-300-004



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 7

FIGURE 1 – APN 407-300-004 Vicinity Map



THESE DRAWINGS, LAYOUTS AND IDEAS ARE NOT TO BE REPRODUCED WITHOUT THE CONSENT OF O.J.M.

NERAL NOTES

LI WORKS SHALL COMPLY WITH ALL THE APPLICABLE FEDERAL LAWS, STATE STATUTE
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- DEWAITE FROM THE CONTINCT DOCUMENTS

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- 3. ONLY ONE GRADE OF CONCRETE SHALL BE PERMITTED ON THE JOB SITE AT ONE TIME

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Dealmage Notes:

- 1. Flow lines on concrete surface shall have a minimum 1%

- Flow lines on concrete surface shall have a minimum T%, along and flow lines on indicates guartice shall be a minimum 2% slope.
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 Sheet flow on concrete nurface shall have a minimum slope of 1% and share of the wear to be sufficient of 1% and share the wear for the shall have a
- of 17% and shore 1000 on instance, a surrounding an information and a special of the flow line shall be located at a minimum 3' from the side of the building and 5' min, from the back of the building.

 5. Draining onlo adjacent property is not permitted.



- The inspector reserves the right to change/add to the approved erosion control plan as needed
 Protect the nearest downstream street curb inlet with gravel
- wags and hardware/filter cloth. Grate type yard catch basins must be encircled with gravel bugs having (1) one layer for each foot of width of catch

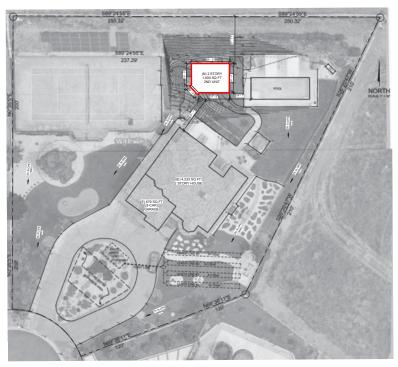


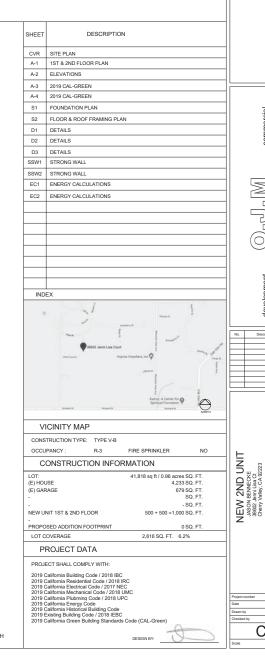
NEW 2ND UNIT

SCOPE OF WORK: BUILT A NEW 2-STORY 1,000 SQ FT 2ND UNIT IN THE BACK OF THE PROPERTY

LEGAL DESCRIPTION: LOT 4 LOT TYPE LOT REC MAP TYPE MAP BOOK MAP PLATB 220 MAP PLATP 023

LOT -4 APN -407300004





- commercial - engineering - patios & decks (909)210.8669

1188 W.

INDEX AND VICINITY MAP

GENRL. NOTES,

SITE PLAN,

ALVEAR2019 2-25-2020 O.J.M O.J.M **CVR**



California Department of Housing and Community Development

Accessory Dwelling Unit Handbook



Where foundations begin

Updated December 2020

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As with non-historic resources, a jurisdiction may impose objective and ministerial standards that are sufficiently objective to be reviewed ministerially and do not unduly burden the creation of ADUs. Jurisdictions are encouraged to incorporate these standards into their ordinance and submit these standards along with their ordinance to HCD. (Gov. Code, § 65852.2, subds. (a)(1)(B)(i) & (a)(5).)

B) Size Requirements

Is there a minimum lot size requirement?

No. While local governments may impose standards on ADUs, these standards shall not include minimum lot size requirements. Further, lot coverage requirements cannot preclude the creation of a statewide exemption ADU (800 square feet ADU with a height limitation of 16 feet and 4 feet side and rear yard setbacks). If lot coverage requirements do not allow such an ADU, an automatic exception or waiver should be given to appropriate development standards such as lot coverage, floor area or open space requirements. Local governments may continue to enforce building and health and safety standards and may consider design, landscape, and other standards to facilitate compatibility.

What is a statewide exemption ADU?

A statewide exemption ADU is an ADU of up to 800 square feet, 16 feet in height, as potentially limited by a local agency, and with 4 feet side and rear yard setbacks. ADU law requires that no lot coverage, floor area ratio, open space, or minimum lot size will preclude the construction of a statewide exemption ADU. Further, ADU law allows the construction of a detached new construction statewide exemption ADU to be combined on the same lot with a JADU in a single-family residential zone. In addition, ADUs are allowed in any residential or mixed uses regardless of zoning and development standards imposed in an ordinance. See more discussion below.

• Can minimum and maximum unit sizes be established for ADUs?

Yes. A local government may, by ordinance, establish minimum and maximum unit size requirements for both attached and detached ADUs. However, maximum unit size requirements must be at least 850 square feet and 1,000 square feet for ADUs with more than one bedroom. For local agencies without an ordinance, maximum unit sizes are 1,200 square feet for a new detached ADU and up to 50 percent of the floor area of the existing primary dwelling for an attached ADU (at least 800 square feet). Finally, the local agency must not establish by ordinance a minimum square footage requirement that prohibits an efficiency unit, as defined in Health and Safety Code section 17958.1.

The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to size requirements. For example, an existing 3,000 square foot barn converted to an ADU would not be subject to the size requirements, regardless if a local government has an adopted ordinance. Should an applicant want to expand an accessory structure to create an ADU beyond 150 square feet, this ADU would be subject to the size maximums outlined in state ADU law, or the local agency's adopted ordinance.

Can a percentage of the primary dwelling be used for a maximum unit size?

Yes. Local agencies may utilize a percentage (e.g., 50 percent) of the primary dwelling as a maximum unit size for attached or detached ADUs but only if it does not restrict an ADU's size to less than the standard of at least 850 square feet (or at least 1000 square feet for ADUs with more than one bedroom). Local agencies must not, by ordinance, establish any other minimum or maximum unit sizes, including based on



BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue • PO Box 2037 Beaumont, CA 92223-2258 Phone (951) 845-9581 www.bcvwd.org

	✓ Will Se	rve Re	quest 🗌 W	ater Supply Asses	ssment (SB210)
Applicant Nan	ne:			Contact Phone #	
Jason Benne				909-556-8852	
Mailing Addre	SS:			Fax #:	
38602 Jenni	Lisa Ct			N/A	
City:				E-mail:	
Cherry Valley				jasonben	necke@gmail.com
State & Zip: CA 92223					
	Lisa Ct, Cherry Valley				
407-300-004	arcel Number (APN), T	•			
Project Type:	Single-Family	☐ Multi	l-Family 🔲 Comm	ercial/industrial 🔲 Mind	or Subdivision (5 lots or less)
	Major subdivision	on (6+ lot	s) 🗌 Other		
Site Map Atta	iched:	□No			
Recipient:	Jason Bennecke				
	38602 Jenni Lisa Ct				
	Cherry Valley CA 92	223			
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☐ Mail (a	bove address)	\checkmark	E-mail		
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Assessment R facilities, all of District's abilit	eports that take into of which impact the cy to meet existing w	account District	t water availability 's ability to provid	issues, conservation is the subj	Letters and/or Water Supplesues and the District's existing ect property and maintain the April 19, 2021
Applicant's	Signature			ı	Date



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 8

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Request for Will Serve Letter for Proposed Single-Family Residence for

Riverside County Assessor's Parcel No. (APN) 401-030-003 located on Oak Glen

Road, south of Scenic Crest Drive and north of Apple Tree Lane in the

Community of Cherry Valley

Staff Recommendation

Consider the request for water service *Will Serve Letter* for a property located at **Riverside County Assessor's Parcel No. (APN) 401-030-003** within the community of Cherry Valley, subject to payment of all fees to the District and securing all approvals from the County of Riverside and:

- A. Approve the Application for Water Service and furnish "Will Serve Letter", or
- B. Deny the Application for Water Service

Background

The Applicant, Cole Juarez, has requested water service from the District for a proposed single-family residence to be constructed on an existing parcel of land located on Oak Glen Road, south of Scenic Crest Drive and further identified as Riverside County Assessor's Parcel No. 401-030-003 located in the community of Cherry Valley.

The subject property is located on the east side of Oak Glen Road between Scenic Crest Drive and Apple Tree Lane in the community of Cherry Valley, California (see Figure 1 attached). This parcel is currently within the District's Service Boundary and the District has confirmed there is a 10-inch Steel Pipe (STL) water main located within Oak Glen Road (fronting the property). District staff also identifies that there is an existing 6-inch STL water main located along the southern portion of the parcel's frontage. The District will determine the water main in which the service will tie into in Oak Glen Road.

The Applicant plans to construct a 2,790 sq. ft. single family residence along with a metal building toward the rear of the parcel as identified on the site map provided by the Applicant (see Figure 2 – Site Plan). The Applicant will need to secure the necessary approvals from the County of Riverside.

The impact of this residence on the District's water supply system is minimal. The Applicant will be required to pay all applicable District Fees, including Facilities Fees, a non-tract water service installation charge, and front-footage fees. The Applicant will be required to pay all actual applicable fees in effect at the time of application for service installation.

Final meter size will be determined by the Applicant. Fire Flow requirements will be determined by the County of Riverside Fire Department and said requirements will dictate actual required Fire Hydrant Fire Flows (new hydrant installation provided by the Applicant is necessary) and residential fire sprinkler requirements for the residence.



Conditions:

The Applicant shall conform to all District requirements for water service and all County of Riverside requirements.

- 1. The Applicant will be required to pay front footage fees along all property frontages where facilities are currently installed.
- 2. To minimize the use of potable water, the District requires the applicant to conform to the County of Riverside Landscaping Ordinances which pertains to water efficient landscape requirements and the following:
 - a. Landscaped areas which have turf, shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall, automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
 - b. Landscaping in non-turf areas should be drought-tolerant, consisting of planting materials which are native to the region. Irrigation systems for these areas should be drip or bubbler type.

Fiscal Impact:

None. All fees and deposits will be paid by the Applicant prior to providing service.

Attachments

Figure 1 – APN 401-030-003 Vicinity Map

Figure 2 – APN 401-030-003 Site Plan

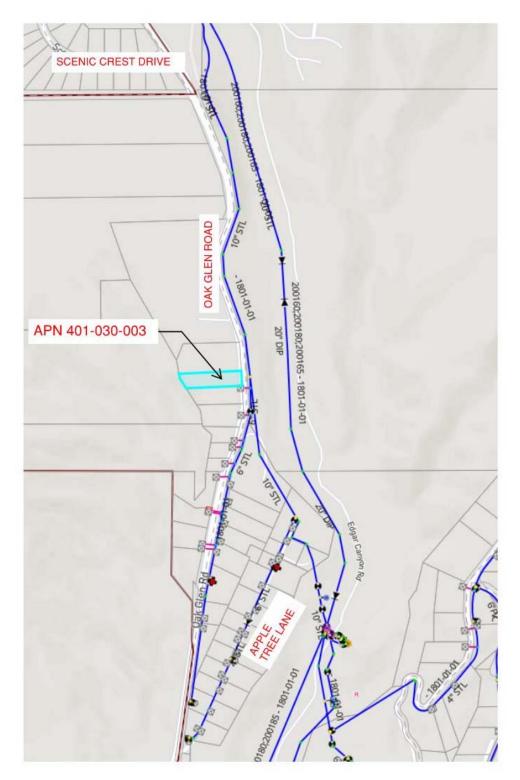
Application for Water Service for Riverside County APN 401-030-003 (Oak Glen Road) Staff Report prepared by Aaron Walker, Development Services Representative



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 8

FIGURE 1 – APN 401-030-003 Vicinity Map





LEGEND

Locations are Approximate

Symbols

Limits of Report

O P-4 Percolation Test Location



Percolation Monitoring Well Location

_

Primary Leach Lines

100% Expansion Leach Lines

NOTES:

- PROPOSED 4 BEDROOM RESIDENCE
- NORWECO 960-750 GPD
- DESIGN RATE = 60 MPI
- LOADING RATE = 120 SQFT/ 100 GALLONS/ DAY
- TOTAL LENGTH = 206 FEET
- PRIMARY: 3 LINES @ 70 FEET LONG (WITH 3'OF ROCK BELOW PIPE)
- 100% EXPANSION: 3 LINES @ 70 FEET LONG (WITH 3'OF ROCK BELOW PIPE)
- 1. NORWECO 960-750 GPD
- 2. DISTRIBUTION BOX
- 3. PRIMARY LEACH LINES
- 4. 100% EXPANSION AREA

PERCOLATION MAP

LOCATED WEST OF OAK GLEN ROAD CHERRY VALLEY, RIVERSIDE COUNTY, CALIFORNIA APN 401-030-003

PROJECT	PROPOSED SINGL	E FAMILY RESIDEN	CE		
CLIENT	MR. COLE JUAREZ				
PROJECT NO.	203040-11A				
DATE	DECEMBER 2020				
SCALE	1:40		*******************		
DWG XREFS					
REVISION					
DRAWN BY	JDG	PLATE	1 OF 1		

Earth Strata Geotechnical Services, Inc.

Geotechnical, Environmental and Materials Testing Consultants

www.ESGSINC.com (951) 397-8315



BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue • PO Box 2037 Beaumont, CA 92223-2258 Phone (951) 845-9581 www.bcvwd.org

1	ontact Phone #	
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2	(951) 834	- 202 -
= <u>C</u>	ax #:	2035
06		
E	-mail:	
	greatoakscons	TO PAHOO. Com
<u> </u>		
No. Parcel Map No.:		
ti-Family 🔲 Commercial	/Industrial 🔲 Minor Subdiv	ision (5 lots or less)
ots) 🗌 Other		
•		
CALL TO THE STATE OF THE STATE		
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/ E-mail		
E-mail Will pick up		
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Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 9

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Status of Automatic Meter Read/Advanced Metering Infrastructure

Deployment Project: Water Sustain and Manage America's Resources for

Tomorrow: Water and Energy Efficiency Grant

Staff Recommendation

No Recommendation, Informational only

Background

In October of 2019, Beaumont-Cherry Valley Water District (BCVWD) staff, with the help of grant writing consultant Townsend Public Affairs, Inc., submitted a grant application to the Bureau of Reclamation (BOR) for the Water Sustain and Manage America's Resources for Tomorrow (WaterSMART): Water and Energy Efficiency Grant (WEEG) for the BCVWD Automatic Meter Read / Advanced Metering Infrastructure (AMR/AMI) Deployment Project in BCVWD's Capital Improvement Plan (CIP), approved by the Board on December 18, 2019. Through WaterSMART, the BOR leverages federal and non-federal funding to aid water districts (and others) to undertake projects that result in quantifiable and sustained water savings and support broader water reliability benefits.

In February 2020, BCVWD was awarded \$1.5 million in federal funding that is to be matched by BCVWD in the implementation of the conversion from manual read meters to radio read meters, the AMR/AMI Project. This project would replace all the District's 19,000+ water meters with current automatic read technology, saving staff time, reducing errors and eliminating wear and tear on District vehicles, while offering a new and informational data set for detecting leaks within the transmission and distribution system. The Assistance Agreement defined the terms and conditions for the \$1.5 million grant award, including reporting requirements, responsibilities, and regulatory compliance. At least 50 percent of non-Federal cost-share is required for the costs incurred under the Agreement, for the project which the District projects has an estimated cost of approximately \$5.51 million. The BOR grant specifies an expedited timeline of three years for project completion, which staff believes is possible as long as the grant funds were made available.

Table 1 Current Anticipated Cost Allocation

Item	Description	Cost
1	BOR WaterSMART Grant Funds	\$ 1,500,000
2	BCVWD Matching Funds	\$ 1,500,000
3	Additional BCVWD Funds or Future Grant Opportunities	\$ 2,510,000
	Total Estimated Project Cost	\$ 5,510,000



The General Manager was authorized to sign the Assistance Agreement by the Board at the August 27, 2020 meeting.

Per the Assistance Agreement, on a semi-annual basis, the District is required to submit a performance report, as well as a financial report, that summarizes the progress that the District has made on the AMR/AMI Project. The next report for the AMR/AMI Project to the BOR will cover April 1, 2021 to June 30, 2021.

Summary

The following is a summary of the status of the project as of March 31, 2021:

Table 2 - Status of Meters upgraded to be AMI compatible

Period	Total number of installed meters	New Installs	Replaced: Maintenance	Replaced: AMR/AMI Project	Total AMI capable meters	% converted to AMI
Beginning Count Sept 2019	19,154				4,957	26%
Oct 2019-Dec 2019	19,349	195	176	55	5,383	28%
Jan 2020-Mar 2020	19,456	107	104	54	5,648	29%
Apr 2020-Jun 2020	19,548	92	149	0	5,889	30%
Jul 2020-Sept 2020	19,660	112	52	190	6,243	32%
Oct 2020-Dec 2020	19,690	30	9	898	7,180	36%
Jan 2021-Mar 2021	19,743	53	4	1,994	9,231	47%

Table 3 - Submitted expenses to BOR for 50% matching reimbursement

Period	Expenditures specific to project	BOR 50% cost share	Allowable administrative costs (1)	Total Maximum Federal contribution
Oct 2019-Sept 2020	\$71,811	\$35,905	\$46	\$35,951
Oct 2020-Dec 2020	\$302,439	\$151,219	\$21	\$151,240
Jan 2021-Mar 2021	\$528,665	\$264.332	\$96	\$264.428
Total Allowable	\$935,011	\$451,456	\$163	\$451,619

⁽¹⁾ Administrative costs associated with the project are considered by the BOR as deminimis as they are 50% of 10% of the cost base



Table 4 - Anticipated Costs for April-December 2021

Item	Description	Cost
1	Materials ⁽²⁾ (meters, transmitters, registers, supplies)	\$ 1,400,000
2	Labor Costs (includes deminimis)	\$ 175,000
3	IT Tower and Readers	\$ 295,000
	Total Estimated Project Cost	\$ 1,870,000

(2) Previously approved materials listed in the Grant agreement are supplied from Inland Water Works Supply Company.

Staff Report prepared by Lorena Lopez, Accountant III



Beaumont-Cherry Valley Water District Regular Board Meeting May 12, 2021

Item 10

STAFF REPORT

TO: Board of Directors

FROM: Dan Jaggers, General Manager

SUBJECT: Continued Review of Anticipated California Drought Conditions, District

Urban Water Management Plan Drought Restrictions and BCVWD Resolution 2014-05 Regarding Issuance of Will-Serve Letters and Other

Drought Response

Staff Recommendation

Direct staff as desired.

Summary

Materials attached.

Attachments

- 1. Correspondence dated April 30, 2021 from the State Water Resources Control Board to the State Water Project and U.S. Bureau of Reclamation
- 2. California Drought Monitor Map May 4, 2021
- 3. "What to Know About California's Drought" New York Times 4/30/2021

References:

California slips further into Extreme Drought

The area covered by extreme levels of drought grew by a large margin over the last 7 days (ABC 5/6/2021)

https://www.abc10.com/article/weather/california-slips-further-into-extreme-drought-more/103-663e4049-0b99-4058-ac4d-ff8741d20d21

Most of the Bay Area Is Now in Extreme Drought (NBC 4/29/2021)

https://www.nbcbayarea.com/news/local/most-of-the-bay-area-is-now-in-exceptional-drought/2531743/

Facing Droughts, California Challenges Nestle Over Water Rights (New York Times 4/29/21) https://www.nytimes.com/2021/04/29/us/nestle-water-california.html

From dust bowl to California drought: a climate scientist on the lessons we still haven't learned (The Guardian 4/29/2021)

https://www.theguardian.com/us-news/2021/apr/29/california-drought-climate-dust-bowl

California Department of Water Resources – Drought page https://water.ca.gov/drought/





State Water Resources Control Board

April 30, 2021

Mr. Ted Craddock
Deputy Director, State Water Project
Department of Water Resources
Ted.craddock@water.ca.gov

Mr. Ernest Conant Regional Director U.S. Bureau of Reclamation econant@usbr.gov

COMPLIANCE WITH WATER RIGHT REQUIREMENTS IN THE BAY-DELTA WATERSHED

Dear Messrs. Craddock and Conant,

We write to respond to the news, received last week, that the Projects have violated terms and conditions of their water rights, including requirements imposed under State Water Resources Control Board (State Water Board) Decision 1641 (D-1641). The current and forecasted violations include the following D-1641 violations:

- Failure to achieve April Delta outflow requirements that are the collective responsibility of DWR and Reclamation.
- Failure to achieve April-May San Joaquin River pulse flow requirements that are the responsibility of Reclamation.
- Failure to achieve salinity requirements in the southern Delta that are the collective responsibility of DWR and Reclamation that have persisted since February 11 that threaten to continue throughout the summer.

Your respective operations managers have made recent, sobering presentations at State Water Board meetings and workshops describing the dismal hydrology in the Delta watershed. Recent information from the National Weather Service is showing that precipitation accumulations for 2020/2021 for the watershed are likely to be the second lowest on record, as is runoff to the Sacramento River, second only to the extreme

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

drought years of 1976/1977. As your operations managers have pointed out, these conditions have severely strained operations of the Central Valley Project (CVP) and the State Water Project (SWP) (together, the Projects). With the exception of New Melones Reservoir, the Projects' reservoir storage levels are well below historic averages for this time of year and the extremely dry soils and low snowpack is expected to result in very modest runoff.

In response to current conditions, the State Water Board has alerted all water right holders throughout the state to prepare for constrained water supplies in the months ahead. On April 29, the State Water Board invoked curtailments of water rights in the Delta Watershed that include water right permit/license Term 91. As supplies continue to tighten and agricultural demand increases, we anticipate notifying additional water right holders (including the Projects) in accordance with the holders' water right priorities, that water is not available for their use. That process will continue throughout the summer and into the fall if needed, as water becomes unavailable to increasingly senior water right holders.

In order to inform whether there will be future compliance issues, the Board's decisions related to enforcement actions for the current violations (and any future violations), and to evaluate tradeoffs related to those issues, the Projects are hereby directed to provide the following information to the State Water Board:

- An evaluation of whether additional failures to meet existing water right requirements are anticipated over the remainder of the water year, and the causes of any anticipated violations;
- Steps that the Projects propose to take to mitigate the extent and duration of such violations;
- Alternative actions that the Projects have considered and either rejected or deferred;
- Requests to state and federal agencies (including the State Water Board), contractors or stakeholders to assist the Projects in avoiding, mitigating, and managing risks of violations;
- Strategies for balancing among potentially conflicting priorities for scarce water supplies for:
 - Preserving storage to mitigate potential impacts to municipal supplies and the environment, and to help ensure salinity control in the Delta, by further reducing contract deliveries:
 - Protecting access to safe drinking water for communities dependent on Project supplies;
 - Providing for temperature management to protect endangered salmonids;
 - Maintaining salinity control within the Delta;
 - Carrying out third-party water transfers across the Delta;
 - Preserving carryover storage in case of continued dry conditions;

- Avoiding damage to Project infrastructure; and
- o Reducing or eliminating violations of water quality objectives.

The State Water Board expects that the Projects will provide this information in as close to real time as possible, and that the evaluation of potential water rights violations be submitted no later than 15 days from receipt of this letter. If the State Water Board does not receive responses that demonstrate the Projects are making a substantial effort to ensure future violations do not occur, we will explore all avenues of enforcement.

The State Water Board recognizes the management responses that the Projects have taken to cope with current dry conditions, including:

- Restricting water allocations to different users, including 5% allocations to SWP south of Delta users, a suspension of any allocations to CVP south of Delta agricultural users, and reduced allocations to other users;
- Limiting Delta exports to minimal levels (recent average combined exports of 1,200 to 1,300 cubic feet per second); and
- Coordinating operations between the CVP and SWP to conserve reservoir storage.

Although the current violations are exacerbated by the extreme dry conditions, they are in part the result of the overallocation of Project water during dry conditions. Additionally, risk management and operational decisions by the Projects were made that appear to have discounted the need to maintain regulatory compliance. These issues become more apparent when water resources are severely constrained, as they are now.

The State Water Board understands that options for effective management of water supplies in the Delta watershed have dwindled as hydrological conditions have deteriorated and each operating decision narrows future flexibility. However, prior experience and increasing vulnerability due to climate change demand that you improve long-term drought planning and preparedness. While California struggles through current water shortage conditions, the State Water Board will work with the Projects to mitigate harm when and where we can. But as we look beyond the current water supply struggle—whether it is unpredictably relieved or extended next year—we cannot revert to managing the Projects as though ensuing years will be "average."

We look forward to receiving the requested information as soon as possible and coordinating more closely as we progress through this difficult year.

Sincerely,

Eileen Sobeck

Executive Director

Ecen John

cc: Jared Blumenfeld (California Environmental Protection Agency)

Wade Crowfoot (California Natural Resources Agency)

Joaquin Esquivel (State Water Board)

Susan Tatayon (Delta Stewardship Council)

Karla Nemeth (DWR)

Chuck Bonham (California Department of Water Resources)

Paul Souza (U.S. Fish and Wildlife Service)

Barry Thom (National Marine Fisheries Service)

Molly White (DWR)

Kristin White (Reclamation)

Eric Oppenheimer (State Water Board)

Erik Ekdahl (State Water Board)

Michael George (State Water Board)

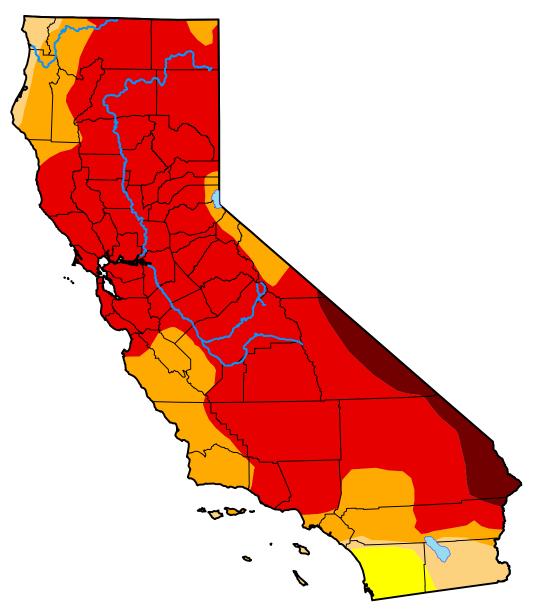
Diane Riddle (State Water Board)

U.S. Drought Monitor

California

May 4, 2021

(Released Thursday, May. 6, 2021)
Valid 8 a.m. EDT



Intensity:

None

D0 Abnormally Dry

D1 Moderate Drought

D2 Severe Drought

D3 Extreme Drought

D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

David Simeral
Western Regional Climate Center









droughtmonitor.unl.edu

The New Hork Times | https://www.nytimes.com/2021/04/30/us/california-drought-water.html

CALIFORNIA TODAY

What to Know About California's Drought

Friday: A primer on the state's drought conditions — and what to expect this summer. Also: Disneyland reopens.



By Jill Cowan

April 30, 2021



A child walking across cracked earth that used to be the bottom of Lake Mendocino in Ukiah. Justin Sullivan/Getty Images

Good morning.

As the weather warms, coronavirus cases continue to decline and vaccinated Californians gleefully plot their "shot girl summers," I regret to inform you that the Golden State's next big disaster is already upon us.

Although, depending on whom you ask, this one may have been unfolding for decades.

Yes, I'm referring to the drought gripping much of the state.

It's a problem that scientists are expecting to get worse this year, particularly because tinder-dry conditions are likely to lead to another devastating — not to mention long — wildfire season. But experts say the outlook isn't all bad.

Nevertheless, California's drought situation is something we'll probably be talking about a lot in coming months. Here's what you need to know.

How bad is the water shortage?

It's not good. To put it simply: California relies on wet years to replenish its water supply during dry years. And while 2019 was a flood year, the past two years have been dry.

Last year in particular wasn't just dry, though. "It also set the all-time records for hottest summer, and our forests caught on fire," said Jeffrey Mount, senior fellow with the Public Policy Institute of California's Water Policy Center. "It was a scorcher."

Heat compounds the effects of dryness. During every dry year, more water evaporates into the atmosphere. Plants pump more water out of the soil to survive.

That dry soil requires earlier and more irrigation, which is where the vast majority of California's water goes, Mount said. (Some 80 percent of water used by businesses and homes in the state goes toward agricultural irrigation.) "This is very disruptive," he said.

And then there's the matter of the Oroville Dam, where damage was discovered in 2017 that could have resulted in catastrophic flooding, effectively decreasing the capacity of what Mount described as the state's most important reservoir.

"We went in with one hand tied behind our back," he said.

All that combined means that California is the water equivalent of three years into a dry cycle, even though we're only in the second dry year, Mount said. And it's all but certain we won't get any more significant rain this season.

What happens when there's so little water?

The same thing that happens when any valuable resource becomes scarce: There's a scramble to use it.

With the state's reservoirs drawn down, farmers have been forced to turn to groundwater, Mount said. The problem is that, until recently, the state's groundwater supplies weren't regulated, so they haven't had a chance to recharge.

"We have been using groundwater unsustainably for more than a century," he told me. "That's had a cascade of unintended and unwanted consequences: community wells drying up, land subsidence of many feet, the drying up of springs and wetlands."

Native plants and animals, especially fish, are struggling. And problems with groundwater supplies and quality end up disproportionately affecting poorer, rural communities — home to many farmworkers.

Why did Gov. Gavin Newsom declare a drought emergency in only part of the state? And why are some pushing him to declare one statewide?

Earlier this month, the governor declared a drought emergency in the Russian River Watershed, where he said the drought conditions were the most severe.

Marty Ralph, director of the Center for Western Weather and Water Extremes with the Scripps Institution of Oceanography, told me that an atmospheric-river-driven storm in January helped stave off some of the driest conditions in the Central Valley.

"The drought is less serious than it would have been because of that one storm," Ralph said.

Things could change, though, as dry conditions continue throughout the state into the summer, the governor said.

Some — particularly in the state's agricultural heartland, the San Joaquin Valley — have pushed Newsom to declare a statewide drought emergency because it would relax some regulations, potentially giving desperate farmers access to more water.

But Ellen Hanak, director of the institute's Water Policy Center, said that the official emergency could cut both ways, loosening some rules and tightening others for ecological reasons.

The bottom line, she said, is that a drought emergency declaration "doesn't create water."

Is there good news?

The outlook isn't completely grim, experts said. And we can thank the drought that wracked the state from 2012 to 2016 for that.

"The fact that it's not long ago we had a major drought is in some ways an advantage," Hanak told me. "Last time, they had to dust off a playbook from the late 1970s on some of the issues they were facing."

Urban water agencies have become much better at trimming water usage for things like landscaping irrigation and have honed their systems for measures like recycling water — meaning that most Californians probably won't be asked to stop flushing their toilets. Remember how many sprawling California lawns got replaced with native plants or hardscapes in the mid-aughts? Those lawns, experts say, are never coming back.

Ralph, of the Scripps Institution, said that research into the effectiveness of what's known as "forecast-informed reservoir operations" had also been promising.

That means, basically, controlling the levels of big reservoirs based in part on weather forecasts, which have long been considered too unreliable. The team that Ralph has been working with from across state, local and federal agencies found it was viable in the Russian River area. Without forecast-informed reservoir management there, things could be even worse right now. Now they're trying it in other reservoirs.

For more:

- As the drought imperils crops in the San Joaquin Valley, some farmers are questioning the future of agriculture there, The Los Angeles
 Times reports.
- State lawmakers unveiled a \$3.4 billion proposal to help gird the state for drought, The Associated Press reports.
- The Mercury News put together dramatic photos of Lake Oroville that show the effects of the drought.

- Read this 2015 story about ancient "megadroughts" in California and what they may (or may not) tell us about our climate changealtered present and future.
- See how California is faring with the United States Drought Monitor.

Here's what else to know today

An undamaged redwood tree in Big Basin State Park last August, after a major fire. Max Whittaker for The New York Times

Compiled by Jonathan Wolfe

- A new analysis found as much as 39 million carbon credits created by California's climate policy are not creating real carbon savings, ProPublica reports.
- The authorities say that the 2020 Markley Fire in Northern California, which killed two people and became part of one of the state's largest in history, was intentionally set to cover up a murder, CNN reports.
- President Biden's labor secretary said gig workers should be classified as employees, Reuters reports.
- The Los Angeles Times points out that President Biden's address to lawmakers was groundbreaking. For the first time in history, a U.S. president was flanked on the dais by two women both from California.
- Customers who ordered Tesla solar roof shingles are being hit with price increases before installation that are tens of thousands of dollars higher than earlier quotes.

And finally ...

Jae C. Hong/Associated Press

Disneyland is reopening today — a major symbolic milestone in a state where life has been restricted for more than a year.

Here's everything else you need to know about going to Disneyland now, from my colleague Tariro Mzezewa, who covers travel.

California Today goes live at 6:30 a.m. Pacific time weekdays. Tell us what you want to see: CAtoday@nytimes.com. Were you forwarded this email? Sign up for California Today here and read every edition online here.

Jill Cowan grew up in Orange County, graduated from U.C. Berkeley and has reported all over the state, including the Bay Area, Bakersfield and Los Angeles — but she always wants to see more. Follow along here or on Twitter.

California Today is edited by Julie Bloom, who grew up in Los Angeles and graduated from U.C. Berkeley.