



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

NOTICE AND AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS

*This meeting is hereby noticed pursuant to
California Government Code Section 54950 et. seq. and
under the provisions of Assembly Bill 361 and BCVWD Resolution 2022-02*

Wednesday, February 9, 2022 - 6:00 p.m.
THIS MEETING WILL BE HELD BY TELECONFERENCE ONLY

COVID-19 NOTICE

**This meeting of the Board of Directors
will be held via teleconference only due
to the spread of COVID-19.**

TELECONFERENCE NOTICE

*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=SXlzMkZCMGh0YTFlL2tnUGlpU3h0UT09>

*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/>*

BCVWD REGULAR MEETING – FEBRUARY 9, 2022

Call to Order: President Williams

Roll Call - Board of Directors

Pledge of Allegiance: Director Hoffman

Invocation: Director Slawson

Teleconference Verification

Roll Call

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

Public Comment

PUBLIC COMMENT: RAISE HAND OR PRESS *9 to request to speak when prompted

At this time, any person may address the Board of Directors on matters within its jurisdiction. 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 December 2021 Budget Variance Reports (pages 6 - 10)
 - b) Review of the December 31, 2021 Cash/Investment Balance Report (page 11)
 - c) Review of Check Register for the Month of January 2022 (pages 12 - 29)
 - d) Review of January 2022 Invoices Pending Approval (pages 30 - 31)
 - e) Minutes of the Special Meeting of January 11, 2022 (pages 32 - 33)
 - f) Minutes of the Regular Meeting of January 12, 2022 (pages 34 - 40)
 - g) Minutes of the Special Meeting of January 25, 2022 (pages 41 - 42)
 - h) Minutes of the Regular Meeting of January 27, 2022 (pages 43 - 50)
 - i) Resolution 2022-02 Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same (pages 51 - 53)
 - j) Employment and Occupancy Agreements for District Residences (pages 54 - 162)

3. **PUBLIC HEARING NO. 1 - U.S. Census 2020 / Redistricting Possible Realignment of Director Division Boundaries per Water Code 21605 and Elections Code 22000** (pages 163 - 166)
4. **Acceptance of Association of California Water Agencies Joint Powers Insurance Authority (ACWA JPIA) President's Special Recognition Awards** (pages 167 - 170)
5. **Resolution 2022-__ Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Service Disconnections Waived during the District Local Emergency under Resolution 2020-09** (pages 171 - 187)
6. **Revenues and Expenses Related to District Residences in Relation to the Approved Employment and Occupancy Agreements** (page 188 - 189)
7. **Grant Activity Quarterly Update** (pages 190 - 194)
8. **Selection of Consultant for the Design and Engineering Services for the "B" Line Pipeline Replacement Project** (pages 195 - 204)
9. **Riverside Local Agency Formation Commission (LAFCO) Call for Nominations for a Special District Member** (pages 205 - 208)
10. **Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem** (pages 209 - 211)
11. **Continued Review of 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 212 - 259)
12. **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)
13. **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)
14. **Reports For Discussion**
 - a. Ad Hoc Committees
 - i. Communications
 - ii. Sites Reservoir
 - iii. Water Re-Use 2x2

b. Directors' Reports

In compliance with Government Code § 53232.3(d), Water Code § 20201, and BCVWD Policies and Procedures Manual Part II Policies 4060 and 4065 directors claiming a per diem and/or expense reimbursement (regardless of pre-approval status) will provide a brief report following attendance.

c. Directors' General Comments

d. General Manager's Report

e. Legal Counsel Report

15. Action List for Future Meetings

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water
- Legal Counsel report on changes in Proposition 218
- Legal update on drought conditions in the west
- Maintenance costs at 800-hp well sites

16. Announcements

Pursuant to the provisions of AB 361, BCVWD Board and Committee meetings may be held via teleconference only.

- Personnel Committee Meeting: Tuesday, Feb. 15, 2022 at 5:30 p.m.
- District offices will be closed Monday, Feb. 21, 2022 in observance of Presidents Day
- Engineering Workshop: Thursday, Feb. 24, 2022 at 6 p.m.
- Collaborative Agencies Meeting: Wednesday, Mar. 2, 2022 at 5 p.m.
- Finance and Audit Committee Meeting: Thursday, Mar. 3, 2022 at 3 p.m.
- Regular Board Meeting: Wednesday, Mar. 9, 2022 at 6 p.m.

17. Adjournment

NOTICES

AVAILABILITY OF AGENDA MATERIALS - Agenda exhibits and other writings that are disclosable public records distributed to all or a majority of the members of the Beaumont-Cherry Valley Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection in the District's office, at 560 Magnolia Avenue, Beaumont, California ("District Office"). If such writings are distributed to members of the Board less than 72 hours prior to the meeting, they will be available from the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available from the District Office in the Board Room of the District's Office*. Materials may also be available on the District's website: www.bcvwd.org.

*NOTE: Due to the spread of COVID-19, the BCVWD Administrative Office may be closed to the public. Hard copy meeting materials will be available in receptacles by the office main entrance 72 hours prior to the meeting.

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 at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING

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)).

General Ledger
Budget Variance Revenue



User: wclayton
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Period 12 - 12
Fiscal Year 2021

Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail/ Uncollect
50	GENERAL					
01-50-510-419051	Grant Revenue	\$ 642,090.72	\$ -	\$ 306,547.40	\$ 335,543.32	52.26%
	Grant Rev	\$ 642,090.72	\$ -	\$ 306,547.40	\$ 335,543.32	52.26%
01-50-510-490001	Interest Income - Bonita Vista	\$ 1,600.00	\$ 67.45	\$ 845.18	\$ 754.82	47.18%
01-50-510-490011	Interest Income-Fairway Canyon	\$ 46,829.00	\$ 40,759.65	\$ 40,759.65	\$ 6,069.35	12.96%
01-50-510-490021	Interest Income - General	\$ 600,000.00	\$ 4,812.06	\$ 158,277.34	\$ 441,722.66	73.62%
	Interest Income	\$ 648,429.00	\$ 45,639.16	\$ 199,882.17	\$ 448,546.83	69.17%
01-50-510-481001	Fac Fees-Wells	\$ 1,496,528.00	\$ -	\$ 1,638,068.96	\$ (141,540.96)	-9.46%
01-50-510-481006	Fac Fees-Water Rights (SWP)	\$ 383,425.00	\$ 2,033,500.00	\$ 2,497,909.75	\$ (2,114,484.75)	-551.47%
01-50-510-481012	Fac Fees-Water Treatment Plant	\$ 711,933.00	\$ -	\$ 779,267.31	\$ (67,334.31)	-9.46%
01-50-510-481018	Fac Fees-Local Water Resources	\$ 151,805.00	\$ 805,100.00	\$ 988,968.35	\$ (837,163.35)	-551.47%
01-50-510-481024	Fac Fees-Recyclcd Wtr Facilities	\$ 1,083,746.00	\$ -	\$ 1,192,779.54	\$ (109,033.54)	-10.06%
01-50-510-481030	Fac Fees-Transmission (16")	\$ 1,212,064.00	\$ -	\$ 1,326,700.48	\$ (114,636.48)	-9.46%
01-50-510-481036	Fac Fees-Storage	\$ 1,552,184.00	\$ -	\$ 1,698,988.88	\$ (146,804.88)	-9.46%
01-50-510-481042	Fac Fees-Booster	\$ 107,447.00	\$ -	\$ 117,609.29	\$ (10,162.29)	-9.46%
01-50-510-481048	Fac Fees-Pressure Reducng Stns	\$ 54,883.00	\$ -	\$ 60,073.81	\$ (5,190.81)	-9.46%
01-50-510-481054	Fac Fees-Misc Projects	\$ 47,926.00	\$ -	\$ 52,458.82	\$ (4,532.82)	-9.46%
01-50-510-481060	Fac Fees-Financing Costs	\$ 235,765.00	\$ -	\$ 258,260.40	\$ (22,495.40)	-9.54%
01-50-510-485001	Front Footage Fees	\$ 23,370.00	\$ -	\$ 40,398.00	\$ (17,028.00)	-72.86%
	Non-Operating Revenue	\$ 7,061,076.00	\$ 2,838,600.00	\$ 10,651,483.59	\$ (3,590,407.59)	-50.85%
01-50-510-410100	Sales	\$ 5,626,822.29	\$ 441,545.28	\$ 5,742,613.32	\$ (115,791.03)	-2.06%
01-50-510-410151	Agricultural Irrigation Sales	\$ 22,315.78	\$ -	\$ 22,308.06	\$ 7.72	0.03%
01-50-510-410171	Construction Sales	\$ 101,314.47	\$ 3,604.86	\$ 175,322.07	\$ (74,007.60)	-73.05%
01-50-510-413001	Backflow Admin Charges	\$ 45,000.00	\$ 5,534.85	\$ 50,179.92	\$ (5,179.92)	-11.51%
01-50-510-413011	Fixed Meter Charges	\$ 3,661,780.56	\$ 375,735.25	\$ 4,187,865.74	\$ (526,085.18)	-14.37%
01-50-510-413021	Meter Fees	\$ 300,000.00	\$ 31,441.00	\$ 499,023.00	\$ (199,023.00)	-66.34%
01-50-510-415001	SGPWA Importation Charges	\$ 3,870,300.00	\$ 323,388.36	\$ 4,150,268.43	\$ (279,968.43)	-7.23%
01-50-510-415011	SCE Power Charges	\$ 1,816,800.00	\$ 184,367.24	\$ 1,922,001.21	\$ (105,201.21)	-5.79%
01-50-510-417001	2nd Notice Penalties	\$ 100,000.00	\$ 7,820.00	\$ 62,035.00	\$ 37,965.00	37.97%
01-50-510-417011	3rd Notice Charges	\$ 50,000.00	\$ 3,855.00	\$ 18,800.00	\$ 31,200.00	62.40%
01-50-510-417021	Account Reinstatement Fees	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00	\$ 8,800.00	88.00%
01-50-510-417031	Lien Processing Fees	\$ 2,000.00	\$ -	\$ 300.00	\$ 1,700.00	85.00%
01-50-510-417041	Credit Check Processing Fees	\$ 9,600.00	\$ 965.00	\$ 10,770.00	\$ (1,170.00)	-12.19%
01-50-510-417051	Returned Check Fees	\$ 4,000.00	\$ 350.00	\$ 2,875.00	\$ 1,125.00	28.13%
01-50-510-417061	Custmr Damages/Upgrade Charges	\$ 22,000.00	\$ 40.00	\$ 26,145.57	\$ (4,145.57)	-18.84%
01-50-510-417071	After Hours Call Out Charges	\$ 600.00	\$ 50.00	\$ 550.00	\$ 50.00	8.33%
01-50-510-417081	Bench Test Fees	\$ 90.00	\$ -	\$ -	\$ 90.00	100.00%
01-50-510-417091	Credit Card Processing Fees	\$ 78,000.00	\$ 5,320.00	\$ 52,461.50	\$ 25,538.50	32.74%
01-50-510-419001	Rebates/Refunds	\$ -	\$ -	\$ 26,437.72	\$ (26,437.72)	0.00%
01-50-510-419011	Development Income	\$ 60,000.00	\$ -	\$ 209,249.16	\$ (149,249.16)	-248.75%
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	\$ 3,792.86	\$ 12,561.01	\$ (5,061.01)	-67.48%
01-50-510-419061	Miscellaneous Income	\$ 500.00	\$ 20,449.35	\$ 76,401.36	\$ (75,901.36)	-15180.27%
	Operating Revenue	\$ 16,088,623.10	\$ 1,409,459.05	\$ 17,249,368.07	\$ (1,160,744.97)	-7.21%
01-50-510-471001	Rent - 12303 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 2,400.00	\$ -	0.00%
01-50-510-471011	Rent - 13695 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 2,400.00	\$ -	0.00%
01-50-510-471021	Rent - 13697 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 2,400.00	\$ -	0.00%
01-50-510-471031	Rent - 9781 Avenida Miravilla	\$ 2,400.00	\$ 200.00	\$ 2,400.00	\$ -	0.00%
01-50-510-471101	Util - 12303 Oak Glen	\$ 4,118.00	\$ 343.40	\$ 4,229.92	\$ (111.92)	-2.72%
01-50-510-471111	Util - 13695 Oak Glen	\$ 4,000.00	\$ 698.20	\$ 3,738.18	\$ 261.82	6.55%
01-50-510-471121	Util - 13697 Oak Glen	\$ 5,000.00	\$ 797.12	\$ 4,896.17	\$ 103.83	2.08%
01-50-510-471131	Util - 9781 Avenida Miravilla	\$ 3,600.00	\$ 579.53	\$ 3,605.98	\$ (5.98)	-0.17%
	Rent/Utilities	\$ 26,318.00	\$ 3,218.25	\$ 26,070.25	\$ 247.75	0.94%
Revenue Total		\$ 24,466,536.82	\$ 4,296,916.46	\$ 28,433,351.48	\$ (3,966,814.66)	-16.21%

General Ledger
Budget Variance Expense

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Period 12 - 12
Fiscal Year 2021

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
10	BOARD OF DIRECTORS						
01-10-110-500101	Board of Directors Fees	\$ 63,100.00	\$ 7,540.00	\$ 63,016.76	\$ 83.24	\$ -	0.13%
01-10-110-500115	Social Security	\$ 4,005.00	\$ 467.48	\$ 3,906.00	\$ 99.00	\$ -	2.47%
01-10-110-500120	Medicare	\$ 1,158.00	\$ 109.33	\$ 913.50	\$ 244.50	\$ -	21.11%
01-10-110-500125	Health Insurance	\$ 127,141.40	\$ 5,773.40	\$ 24,516.50	\$ 102,624.90	\$ -	80.72%
01-10-110-500140	Life Insurance	\$ 120.00	\$ 13.61	\$ 87.20	\$ 32.80	\$ -	27.33%
01-10-110-500143	EAP Program	\$ 360.00	\$ 15.50	\$ 100.75	\$ 259.25	\$ -	72.01%
01-10-110-500145	Workers' Compensation	\$ 521.00	\$ 38.78	\$ 325.15	\$ 195.85	\$ -	37.59%
01-10-110-500175	Training/Education/Mtgs/Travel	\$ 10,000.00	\$ 85.00	\$ 4,682.17	\$ 5,317.83	\$ -	53.18%
	Board of Directors Personnel	\$ 206,405.40	\$ 14,043.10	\$ 97,548.03	\$ 108,857.37	\$ -	52.74%
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%
01-10-110-550012	Election Expenses	\$ 112,500.00	\$ -	\$ 58,043.50	\$ 54,456.50	\$ -	48.41%
01-10-110-550051	Advertising/Legal Notices	\$ 2,400.00	\$ -	\$ 690.00	\$ 1,710.00	\$ -	71.25%
	Board of Directors Services	\$ 114,900.00	\$ -	\$ 58,733.50	\$ 56,166.50	\$ -	48.88%
Expense Total	BOARD OF DIRECTORS	\$ 322,305.40	\$ 14,043.10	\$ 156,281.53	\$ 166,023.87	\$ -	51.51%
20	ENGINEERING						
01-20-210-500105	Labor	\$ 561,698.00	\$ 43,238.36	\$ 383,251.46	\$ 178,446.54	\$ -	31.77%
01-20-210-500115	Social Security	\$ 39,169.00	\$ 2,464.28	\$ 24,120.64	\$ 15,048.36	\$ -	38.42%
01-20-210-500120	Medicare	\$ 9,164.00	\$ 700.47	\$ 5,820.36	\$ 3,343.64	\$ -	36.49%
01-20-210-500125	Health Insurance	\$ 107,328.00	\$ 9,744.91	\$ 53,200.43	\$ 54,127.57	\$ -	50.43%
01-20-210-500140	Life Insurance	\$ 2,736.00	\$ 83.65	\$ 540.25	\$ 2,195.75	\$ -	80.25%
01-20-210-500143	EAP Program	\$ 344.00	\$ 15.50	\$ 100.75	\$ 243.25	\$ -	70.71%
01-20-210-500145	Workers' Compensation	\$ 5,778.00	\$ 285.86	\$ 2,505.33	\$ 3,272.67	\$ -	56.64%
01-20-210-500150	Unemployment Insurance	\$ 19,100.00	\$ -	\$ 885.50	\$ 18,214.50	\$ -	95.36%
01-20-210-500155	Retirement/CalPERS	\$ 90,255.00	\$ 4,526.37	\$ 50,200.01	\$ 40,054.99	\$ -	44.38%
01-20-210-500165	Uniforms & Employee Benefits	\$ 350.00	\$ -	\$ -	\$ 350.00	\$ -	100.00%
01-20-210-500175	Training/Education/Mtgs/Travel	\$ 6,000.00	\$ -	\$ 1,757.18	\$ 4,242.82	\$ -	70.71%
01-20-210-500180	Accrued Sick Leave Expense	\$ 28,816.00	\$ 557.84	\$ (67.72)	\$ 28,883.72	\$ -	100.24%
01-20-210-500185	Accrued Vacation Leave Expense	\$ 21,282.00	\$ 1,543.20	\$ 11,609.00	\$ 9,673.00	\$ -	45.45%
01-20-210-500187	Accrual Leave Payments	\$ 14,510.00	\$ 2,949.20	\$ 6,461.20	\$ 8,048.80	\$ -	55.47%
01-20-210-500195	CIP Related Labor	\$ (225,000.00)	\$ (9,754.61)	\$ (53,816.95)	\$ (171,183.05)	\$ -	76.08%
	Engineering Personnel	\$ 681,530.00	\$ 56,355.03	\$ 486,567.44	\$ 194,962.56	\$ -	28.61%
01-20-210-540048	Permits, Fees & Licensing	\$ 2,060.00	\$ -	\$ 25.82	\$ 2,034.18	\$ -	98.75%
	Engineering Materials & Supplies	\$ 2,060.00	\$ -	\$ 25.82	\$ 2,034.18	\$ -	98.75%
01-20-210-540014	Development Reimbursable-GIS	\$ 300,000.00	\$ -	\$ 113,270.00	\$ 186,730.00	\$ -	62.24%
01-20-210-550030	Membership Dues	\$ 900.00	\$ -	\$ 408.00	\$ 492.00	\$ -	54.67%
01-20-210-550051	Advertising/Legal Notices	\$ 2,000.00	\$ -	\$ 1,139.50	\$ 860.50	\$ -	43.03%
01-20-210-580031	Outside Engineering	\$ 60,000.00	\$ -	\$ -	\$ 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	\$ -	\$ 114,817.50	\$ 206,802.50	\$ -	64.30%
Expense Total	ENGINEERING	\$ 1,005,210.00	\$ 56,355.03	\$ 601,410.76	\$ 403,799.24	\$ -	40.17%
30	FINANCE & ADMIN SERVICES						
01-30-310-500105	Labor	\$ 1,174,047.00	\$ 105,583.47	\$ 865,575.88	\$ 308,471.12	\$ -	26.27%
01-30-310-500110	Overtime	\$ 5,214.00	\$ 312.55	\$ 5,112.66	\$ 101.34	\$ -	1.94%
01-30-310-500111	Double Time	\$ 1,093.00	\$ 306.38	\$ 1,034.85	\$ 58.15	\$ -	5.32%
01-30-310-500115	Social Security	\$ 88,696.00	\$ 6,981.37	\$ 54,941.83	\$ 33,754.17	\$ -	38.06%
01-30-310-500120	Medicare	\$ 20,759.00	\$ 1,912.01	\$ 14,460.03	\$ 6,298.97	\$ -	30.34%
01-30-310-500125	Health Insurance	\$ 268,320.00	\$ 39,041.33	\$ 217,059.83	\$ 51,260.17	\$ -	19.10%
01-30-310-500130	CalPERS Health Admin Costs	\$ 2,500.00	\$ 162.57	\$ 1,773.21	\$ 726.79	\$ -	29.07%
01-30-310-500140	Life Insurance	\$ 6,348.00	\$ 235.24	\$ 1,429.60	\$ 4,918.40	\$ -	77.48%
01-30-310-500143	EAP Program	\$ 885.00	\$ 41.85	\$ 254.20	\$ 630.80	\$ -	71.28%
01-30-310-500145	Workers' Compensation	\$ 11,734.00	\$ 625.16	\$ 5,120.37	\$ 6,613.63	\$ -	56.36%
01-30-310-500150	Unemployment Insurance	\$ 40,094.00	\$ -	\$ -	\$ 40,094.00	\$ -	100.00%
01-30-310-500155	Retirement/CalPERS	\$ 211,738.00	\$ 19,329.74	\$ 187,663.68	\$ 24,074.32	\$ -	11.37%
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	\$ 719.77	\$ 719.77	\$ 280.23	\$ -	28.02%
01-30-310-500175	Training/Education/Mtgs/Travel	\$ 11,300.00	\$ 1,573.00	\$ 5,358.60	\$ 5,941.40	\$ -	52.58%
01-30-310-500180	Accrued Sick Leave Expense	\$ 57,478.00	\$ 928.31	\$ 23,793.05	\$ 33,684.95	\$ -	58.60%
01-30-310-500185	Accrued Vacation Leave Expense	\$ 86,947.00	\$ 7,337.80	\$ 48,533.56	\$ 38,413.44	\$ -	44.18%
01-30-310-500187	Accrual Leave Payments	\$ 93,571.00	\$ 21,756.45	\$ 74,483.08	\$ 19,087.92	\$ -	20.40%
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	\$ 63,292.00	\$ 6,829.24	\$ 55,777.54	\$ 7,514.46	\$ -	11.87%
01-30-320-500110	Overtime	\$ 3,363.00	\$ 207.01	\$ 3,353.54	\$ 9.46	\$ -	0.28%
01-30-320-500111	Double Time	\$ 500.00	\$ 116.20	\$ 457.11	\$ 42.89	\$ -	8.58%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
01-30-320-500115	Social Security	\$ 5,280.00	\$ 477.76	\$ 3,857.43	\$ 1,422.57	\$ -	26.94%
01-30-320-500120	Medicare	\$ 1,084.00	\$ 111.74	\$ 902.14	\$ 181.86	\$ -	16.78%
01-30-320-500125	Health Insurance	\$ 26,832.00	\$ 2,631.16	\$ 16,691.36	\$ 10,140.64	\$ -	37.79%
01-30-320-500140	Life Insurance	\$ 444.00	\$ 15.24	\$ 91.80	\$ 352.20	\$ -	79.32%
01-30-320-500143	EAP Program	\$ 72.00	\$ 3.10	\$ 20.15	\$ 51.85	\$ -	72.01%
01-30-320-500145	Workers' Compensation	\$ 661.00	\$ 38.77	\$ 314.11	\$ 346.89	\$ -	52.48%
01-30-320-500150	Unemployment Insurance	\$ 2,287.00	\$ -	\$ -	\$ 2,287.00	\$ -	100.00%
01-30-320-500155	Retirement/CalPERS	\$ 11,828.00	\$ 765.73	\$ 6,167.37	\$ 5,660.63	\$ -	47.86%
01-30-320-500165	Uniforms & Employee Benefits	\$ 111.00	\$ -	\$ -	\$ 111.00	\$ -	100.00%
01-30-320-500175	Training/Education/Mtgs/Travel	\$ 9,400.00	\$ 749.00	\$ 979.00	\$ 8,421.00	\$ -	89.59%
01-30-320-500176	District Professional Developm	\$ 29,000.00	\$ -	\$ 17,100.00	\$ 11,900.00	\$ -	41.03%
01-30-320-500177	Gen Safety Training & Supplies	\$ 28,250.00	\$ 423.71	\$ 9,676.97	\$ 18,573.03	\$ -	65.75%
01-30-320-500180	Accrued Sick Leave Expense	\$ 3,106.00	\$ 551.96	\$ 1,169.83	\$ 1,936.17	\$ -	62.34%
01-30-320-500185	Accrued Vacation Leave Expense	\$ 3,202.00	\$ -	\$ 1,450.46	\$ 1,751.54	\$ -	54.70%
01-30-320-500187	Accrual Leave Payments	\$ 449.00	\$ -	\$ -	\$ 449.00	\$ -	100.00%
01-30-320-550024	Employment Testing	\$ 4,530.00	\$ 515.91	\$ 2,481.88	\$ 2,048.12	\$ -	45.21%
	Finance & Admin Services Personnel	\$ 2,578,383.00	\$ 220,283.53	\$ 1,627,804.89	\$ 950,578.11	\$ -	36.87%
01-30-310-550006	Cashiering Shortages/Overages	\$ 50.00	\$ (100.15)	\$ (101.49)	\$ 151.49	\$ -	302.98%
01-30-310-550018	Employee Medical/First Aid	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -	100.00%
01-30-310-550042	Office Supplies	\$ 10,300.00	\$ 1,174.18	\$ 10,195.47	\$ 104.53	\$ -	1.01%
01-30-310-550046	Office Equipment	\$ 4,700.00	\$ -	\$ 1,623.80	\$ 3,076.20	\$ -	65.45%
01-30-310-550048	Postage	\$ 14,000.00	\$ 491.10	\$ 3,614.64	\$ 10,385.36	\$ -	74.18%
01-30-310-550066	Subscriptions	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	100.00%
01-30-310-550072	Misc Operating Expenses	\$ 1,000.00	\$ 0.12	\$ 26.89	\$ 973.11	\$ -	97.31%
01-30-310-550078	Bad Debt Expense	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00	\$ -	100.00%
01-30-310-550084	Depreciation	\$ 2,850,000.00	\$ 233,339.40	\$ 2,877,991.81	\$ (27,991.81)	\$ -	-0.98%
01-30-320-550028	District Certification	\$ 2,550.00	\$ -	\$ 2,337.61	\$ 212.39	\$ -	8.33%
01-30-320-550042	Office Supplies	\$ 2,500.00	\$ -	\$ 1,162.00	\$ 1,338.00	\$ -	53.52%
	Finance & Admin Services Materials & Supplies	\$ 2,912,400.00	\$ 234,904.65	\$ 2,896,850.73	\$ 15,549.27	\$ -	0.53%
01-30-310-500190	Temporary Labor	\$ 65,654.00	\$ 4,944.24	\$ 63,024.28	\$ 2,629.72	\$ -	4.01%
01-30-310-550001	Bank/Financial Service Fees	\$ 14,100.00	\$ 129.55	\$ 5,750.84	\$ 8,349.16	\$ -	59.21%
01-30-310-550008	Transaction/Return Fees	\$ 2,500.00	\$ 82.83	\$ 868.73	\$ 1,631.27	\$ -	65.25%
01-30-310-550010	Transaction/Credit Card Fees	\$ 84,500.00	\$ 7,877.06	\$ 84,360.44	\$ 139.56	\$ -	0.17%
01-30-310-550014	Credit Check Fees	\$ 10,300.00	\$ 564.60	\$ 6,248.70	\$ 4,051.30	\$ -	39.33%
01-30-310-550030	Membership Dues	\$ 38,960.00	\$ 1,966.67	\$ 38,318.00	\$ 642.00	\$ -	1.65%
01-30-310-550036	Notary & Lien Fees	\$ 2,060.00	\$ 122.00	\$ 750.00	\$ 1,310.00	\$ -	63.59%
01-30-310-550050	Utility Billing Service	\$ 70,000.00	\$ 6,560.03	\$ 69,623.02	\$ 376.98	\$ -	0.54%
01-30-310-550051	Advertising/Legal Notices	\$ 3,300.00	\$ -	\$ 532.00	\$ 2,768.00	\$ -	83.88%
01-30-310-550054	Property, Auto& Gen Liab Insur	\$ 108,700.00	\$ 10,201.10	\$ 108,644.60	\$ 55.40	\$ -	0.05%
01-30-310-580001	Accounting & Audit	\$ 36,050.00	\$ -	\$ 35,138.00	\$ 912.00	\$ -	2.53%
01-30-310-580011	General Legal	\$ 143,500.00	\$ 5,433.80	\$ 96,050.77	\$ 47,449.23	\$ -	33.07%
01-30-310-580036	Other Professional Services	\$ 132,200.00	\$ 2,800.00	\$ 80,779.00	\$ 51,421.00	\$ -	38.90%
01-30-320-550025	Employee Retention	\$ 4,600.00	\$ 209.68	\$ 910.47	\$ 3,689.53	\$ -	80.21%
01-30-320-550026	Recruitment Expense	\$ 8,059.00	\$ 990.00	\$ 3,977.00	\$ 4,082.00	\$ -	50.65%
01-30-320-550030	Membership Dues	\$ 2,170.00	\$ -	\$ 1,708.00	\$ 462.00	\$ -	21.29%
01-30-320-550051	Advertising/Legal Notices	\$ 2,485.00	\$ -	\$ 1,105.72	\$ 1,379.28	\$ -	55.50%
01-30-320-580036	Other Professional Services	\$ 92,000.00	\$ 9,997.50	\$ 62,522.00	\$ 29,478.00	\$ -	32.04%
	Finance & Admin Services Services	\$ 821,138.00	\$ 51,879.06	\$ 660,311.57	\$ 160,826.43	\$ -	19.59%
Expense Total	FINANCE & ADMIN SERVICES	\$ 6,311,921.00	\$ 507,067.24	\$ 5,184,967.19	\$ 1,126,953.81	\$ -	17.85%
35	INFORMATION TECHNOLOGY						
01-35-315-500105	Labor	\$ 142,214.00	\$ 16,336.60	\$ 135,451.30	\$ 6,762.70	\$ -	4.76%
01-35-315-500115	Social Security	\$ 11,298.00	\$ 431.66	\$ 8,873.93	\$ 2,424.07	\$ -	21.46%
01-35-315-500120	Medicare	\$ 2,643.00	\$ 460.02	\$ 2,434.38	\$ 208.62	\$ -	7.89%
01-35-315-500125	Health Insurance	\$ 28,132.00	\$ 4,198.35	\$ 28,075.94	\$ 56.06	\$ -	0.20%
01-35-315-500140	Life Insurance	\$ 936.00	\$ 34.05	\$ 213.57	\$ 722.43	\$ -	77.18%
01-35-315-500143	EAP Program	\$ 72.00	\$ 3.10	\$ 20.15	\$ 51.85	\$ -	72.01%
01-35-315-500145	Workers' Compensation	\$ 1,476.00	\$ 83.81	\$ 699.19	\$ 776.81	\$ -	52.63%
01-35-315-500150	Unemployment Insurance	\$ 4,880.00	\$ -	\$ -	\$ 4,880.00	\$ -	100.00%
01-35-315-500155	Retirement/CalPERS	\$ 15,804.00	\$ 1,228.07	\$ 15,494.22	\$ 309.78	\$ -	1.96%
01-35-315-500175	Training/Education/Mtgs/Travel	\$ 4,120.00	\$ -	\$ 3,239.00	\$ 881.00	\$ -	21.38%
01-35-315-500180	Accrued Sick Leave Expense	\$ 1,270.00	\$ -	\$ -	\$ 1,270.00	\$ -	100.00%
01-35-315-500185	Accrued Vacation Leave Expense	\$ 4,235.00	\$ -	\$ -	\$ 4,235.00	\$ -	100.00%
01-35-315-500187	Accrual Leave Payments	\$ 32,460.00	\$ 15,376.50	\$ 32,337.01	\$ 122.99	\$ -	0.38%
01-35-315-500195	CIP Related Labor	\$ (32,875.00)	\$ -	\$ -	\$ (32,875.00)	\$ -	100.00%
	Information Technology Personnel	\$ 216,665.00	\$ 38,152.16	\$ 226,838.69	\$ (10,173.69)	\$ -	-4.70%
01-35-315-501511	Telephone/Internet Service	\$ 42,568.00	\$ 5,569.22	\$ 42,503.73	\$ 64.27	\$ -	0.15%
01-35-315-550044	Printing/Toner & Maint	\$ 19,000.00	\$ 1,473.18	\$ 17,673.93	\$ 1,326.07	\$ -	6.98%
	Information Technology Materials & Supplies	\$ 61,568.00	\$ 7,042.40	\$ 60,177.66	\$ 1,390.34	\$ -	2.26%
01-35-315-550030	Membership Dues	\$ 2,060.00	\$ 225.00	\$ 2,051.00	\$ 9.00	\$ -	0.44%
01-35-315-580016	Computer Hardware	\$ 23,700.00	\$ 10,434.87	\$ 13,487.19	\$ 10,212.81	\$ -	43.09%
01-35-315-580021	IT/Software Support	\$ 5,150.00	\$ -	\$ 3,503.45	\$ 1,646.55	\$ -	31.97%
01-35-315-580026	License/Maintenance/Support	\$ 205,400.00	\$ 7,041.98	\$ 150,060.50	\$ 55,339.50	\$ -	26.94%
	Information Technology Services	\$ 236,310.00	\$ 17,701.85	\$ 169,102.14	\$ 67,207.86	\$ -	28.44%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
Expense Total	INFORMATION TECHNOLOGY	\$ 514,543.00	\$ 62,896.41	\$ 456,118.49	\$ 58,424.51	\$ -	11.35%
40	OPERATIONS						
410	Source of Supply Personnel						
01-40-410-500105	Labor	\$ 483,039.00	\$ 28,355.64	\$ 243,027.35	\$ 240,011.65	\$ -	49.69%
01-40-410-500110	Overtime	\$ 16,292.00	\$ 533.78	\$ 5,279.97	\$ 11,012.03	\$ -	67.59%
01-40-410-500111	Double Time	\$ 6,751.00	\$ -	\$ 2,554.74	\$ 4,196.26	\$ -	62.16%
01-40-410-500113	Standby/On-Call	\$ 12,250.00	\$ 1,050.00	\$ 9,450.00	\$ 2,800.00	\$ -	22.86%
01-40-410-500115	Social Security	\$ 36,063.00	\$ 2,245.02	\$ 18,130.41	\$ 17,932.59	\$ -	49.73%
01-40-410-500120	Medicare	\$ 8,439.00	\$ 525.05	\$ 4,240.21	\$ 4,198.79	\$ -	49.75%
01-40-410-500125	Health Insurance	\$ 187,824.00	\$ 15,698.33	\$ 102,349.18	\$ 85,474.82	\$ -	45.51%
01-40-410-500140	Life Insurance	\$ 3,252.00	\$ 68.42	\$ 444.98	\$ 2,807.02	\$ -	86.32%
01-40-410-500143	EAP Program	\$ 504.00	\$ 12.40	\$ 80.60	\$ 423.40	\$ -	84.01%
01-40-410-500145	Workers' Compensation	\$ 24,270.00	\$ 888.71	\$ 7,720.53	\$ 16,549.47	\$ -	68.19%
01-40-410-500150	Unemployment Insurance	\$ 57,436.00	\$ -	\$ 10,064.52	\$ 47,371.48	\$ -	82.48%
01-40-410-500155	Retirement/CalPERS	\$ 111,455.00	\$ 7,666.42	\$ 69,331.01	\$ 42,123.99	\$ -	37.79%
01-40-410-500165	Uniforms & Employee Benefits	\$ 4,052.00	\$ 32.33	\$ 1,160.01	\$ 2,891.99	\$ -	71.37%
01-40-410-500175	Training/Education/Mtgs/Travel	\$ 6,000.00	\$ -	\$ 3,110.12	\$ 2,889.88	\$ -	48.16%
01-40-410-500180	Accrued Sick Leave Expense	\$ 22,256.00	\$ 322.95	\$ 10,659.36	\$ 11,596.64	\$ -	52.11%
01-40-410-500185	Accrued Vacation Leave Expense	\$ 31,088.00	\$ 1,400.17	\$ 14,272.76	\$ 16,815.24	\$ -	54.09%
01-40-410-500187	Accrual Leave Payments	\$ 8,586.00	\$ 2,207.80	\$ 2,207.80	\$ 6,378.20	\$ -	74.29%
01-40-410-500195	CIP Related Labor	\$ (30,000.00)	\$ -	\$ -	\$ (30,000.00)	\$ -	100.00%
440	Transmission & Distribution Personnel						
01-40-440-500105	Labor	\$ 799,681.00	\$ 74,475.04	\$ 568,100.77	\$ 231,580.23	\$ -	28.96%
01-40-440-500110	Overtime	\$ 58,887.00	\$ 5,280.89	\$ 49,069.79	\$ 9,817.21	\$ -	16.67%
01-40-440-500111	Double Time	\$ 39,117.00	\$ 2,749.28	\$ 25,469.03	\$ 13,647.97	\$ -	34.89%
01-40-440-500113	Standby/On-Call	\$ 29,250.00	\$ 1,800.00	\$ 16,200.00	\$ 13,050.00	\$ -	44.62%
01-40-440-500115	Social Security	\$ 65,568.00	\$ 6,952.83	\$ 45,496.50	\$ 20,071.50	\$ -	30.61%
01-40-440-500120	Medicare	\$ 15,331.00	\$ 1,966.34	\$ 10,998.42	\$ 4,332.58	\$ -	28.26%
01-40-440-500125	Health Insurance	\$ 294,316.00	\$ 30,138.39	\$ 189,000.15	\$ 105,315.85	\$ -	35.78%
01-40-440-500140	Life Insurance	\$ 5,366.00	\$ 168.44	\$ 1,017.16	\$ 4,348.84	\$ -	81.04%
01-40-440-500143	EAP Program	\$ 956.00	\$ 40.84	\$ 237.06	\$ 718.94	\$ -	75.20%
01-40-440-500145	Workers' Compensation	\$ 33,774.00	\$ 1,805.70	\$ 13,825.10	\$ 19,948.90	\$ -	59.07%
01-40-440-500155	Retirement/CalPERS	\$ 184,185.00	\$ 16,285.04	\$ 141,992.06	\$ 42,192.94	\$ -	22.91%
01-40-440-500165	Uniforms & Employee Benefits	\$ 7,000.00	\$ 775.84	\$ 6,380.69	\$ 619.31	\$ -	8.85%
01-40-440-500175	Training/Education/Mtgs/Travel	\$ 3,090.00	\$ 180.00	\$ 458.92	\$ 2,631.08	\$ -	85.15%
01-40-440-500177	General Safety Supplies	\$ 6,300.00	\$ 1,758.47	\$ 3,511.14	\$ 2,788.86	\$ -	44.27%
01-40-440-500180	Accrued Sick Leave Expense	\$ 41,145.00	\$ 3,055.34	\$ 22,170.29	\$ 18,974.71	\$ -	46.12%
01-40-440-500185	Accrued Vacation Leave Expense	\$ 53,352.00	\$ 5,762.81	\$ 33,867.54	\$ 19,484.46	\$ -	36.52%
01-40-440-500187	Accrual Leave Payments	\$ 24,599.00	\$ 21,046.79	\$ 23,592.99	\$ 1,006.01	\$ -	4.09%
01-40-440-500195	CIP Related Labor	\$ (110,920.00)	\$ -	\$ (608.02)	\$ (110,311.98)	\$ -	99.45%
450	Inspections Personnel						
01-40-450-500105	Labor	\$ 73,976.00	\$ 618.06	\$ 39,963.90	\$ 34,012.10	\$ -	45.98%
01-40-450-500110	Overtime	\$ 28,480.00	\$ 106.90	\$ 12,799.66	\$ 15,680.34	\$ -	55.06%
01-40-450-500111	Double Time	\$ 223.00	\$ -	\$ -	\$ 223.00	\$ -	100.00%
01-40-450-500115	Social Security	\$ 6,384.00	\$ 45.11	\$ 3,282.38	\$ 3,101.62	\$ -	48.58%
01-40-450-500120	Medicare	\$ 1,512.00	\$ 10.55	\$ 767.67	\$ 744.33	\$ -	49.23%
01-40-450-500125	Health Insurance	\$ 27,004.00	\$ 456.98	\$ 14,401.82	\$ 12,602.18	\$ -	46.67%
01-40-450-500140	Life Insurance	\$ 482.00	\$ 1.51	\$ 59.30	\$ 422.70	\$ -	87.70%
01-40-450-500143	EAP Program	\$ 36.00	\$ 0.35	\$ 12.90	\$ 23.10	\$ -	64.17%
01-40-450-500145	Workers' Compensation	\$ 3,187.00	\$ 15.98	\$ 1,257.87	\$ 1,929.13	\$ -	60.53%
01-40-450-500155	Retirement/CalPERS	\$ 15,391.00	\$ 419.72	\$ 9,439.97	\$ 5,951.03	\$ -	38.67%
460	Customer Svc & Meter Reading Personnel						
01-40-460-500105	Labor	\$ 155,327.00	\$ 16,335.69	\$ 152,375.70	\$ 2,951.30	\$ -	1.90%
01-40-460-500110	Overtime	\$ 11,724.00	\$ 79.60	\$ 5,777.99	\$ 5,946.01	\$ -	50.72%
01-40-460-500111	Double Time	\$ 3,933.00	\$ 53.06	\$ 1,777.51	\$ 2,155.49	\$ -	54.81%
01-40-460-500113	Standby/On-Call	\$ 3,250.00	\$ -	\$ -	\$ 3,250.00	\$ -	100.00%
01-40-460-500115	Social Security	\$ 12,721.00	\$ 1,330.16	\$ 11,774.85	\$ 946.15	\$ -	7.44%
01-40-460-500120	Medicare	\$ 2,975.00	\$ 311.09	\$ 2,753.86	\$ 221.14	\$ -	7.43%
01-40-460-500125	Health Insurance	\$ 76,096.00	\$ 9,270.47	\$ 67,206.36	\$ 8,889.64	\$ -	11.68%
01-40-460-500140	Life Insurance	\$ 1,088.00	\$ 34.82	\$ 248.78	\$ 839.22	\$ -	77.13%
01-40-460-500143	EAP Program	\$ 216.00	\$ 7.59	\$ 57.14	\$ 158.86	\$ -	73.55%
01-40-460-500145	Workers' Compensation	\$ 7,987.00	\$ 551.41	\$ 5,000.36	\$ 2,986.64	\$ -	37.39%
01-40-460-500155	Retirement/CalPERS	\$ 46,990.00	\$ 5,150.10	\$ 46,859.44	\$ 130.56	\$ -	0.28%
01-40-460-500165	Uniforms & Employee Benefits	\$ 2,100.00	\$ 350.84	\$ 856.79	\$ 1,243.21	\$ -	59.20%
01-40-460-500175	Training/Education/Mtgs/Travel	\$ 412.00	\$ 70.00	\$ 345.00	\$ 67.00	\$ -	16.26%
01-40-460-500180	Accrued Sick Leave Expense	\$ 14,740.00	\$ 1,392.83	\$ 12,800.80	\$ 1,939.20	\$ -	13.16%
01-40-460-500185	Accrued Vacation Leave Expense	\$ 17,718.00	\$ 2,458.12	\$ 15,824.19	\$ 1,893.81	\$ -	10.69%
01-40-460-500187	Accrual Leave Payments	\$ 4,084.00	\$ 1,126.80	\$ 1,126.80	\$ 2,957.20	\$ -	72.41%
01-40-460-500195	CIP Related Labor	\$ (30,839.00)	\$ (4,084.87)	\$ (20,924.99)	\$ (9,914.01)	\$ -	32.15%
470	Maintenance & General Plant Personnel						
01-40-470-500105	Labor	\$ 63,243.00	\$ 6,707.98	\$ 11,258.30	\$ 51,984.70	\$ -	82.20%
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%
01-40-470-500115	Social Security	\$ 4,186.00	\$ 416.32	\$ 698.70	\$ 3,487.30	\$ -	83.31%
01-40-470-500120	Medicare	\$ 982.00	\$ 97.37	\$ 163.41	\$ 818.59	\$ -	83.36%
01-40-470-500125	Health Insurance	\$ 31,956.00	\$ 1,232.67	\$ 3,252.84	\$ 28,703.16	\$ -	89.82%
01-40-470-500140	Life Insurance	\$ 432.00	\$ 10.74	\$ 16.95	\$ 415.05	\$ -	96.08%
01-40-470-500143	EAP Program	\$ 85.00	\$ 3.92	\$ 6.00	\$ 79.00	\$ -	92.94%
01-40-470-500145	Workers' Compensation	\$ 3,101.00	\$ 177.86	\$ 297.80	\$ 2,803.20	\$ -	90.40%
01-40-470-500155	Retirement/CalPERS	\$ 11,576.00	\$ 692.54	\$ 2,863.59	\$ 8,712.41	\$ -	75.26%
	Operations Personnel	\$ 3,147,348.00	\$ 280,701.33	\$ 2,059,266.78	\$ 1,088,081.22	\$ -	34.57%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
410	Source of Supply Materials & Supplies						
01-40-410-501101	Electricity - Wells	\$ 2,327,800.00	\$ 340,869.19	\$ 2,469,994.76	\$ (142,194.76)	\$ -	-6.11%
01-40-410-501201	Gas - Wells	\$ 225.00	\$ 14.79	\$ 180.46	\$ 44.54	\$ -	19.80%
01-40-410-510011	Treatment & Chemicals	\$ 170,000.00	\$ -	\$ 155,578.19	\$ 14,421.81	\$ -	8.48%
01-40-410-510021	Lab Testing	\$ 67,000.00	\$ 8,683.50	\$ 57,083.32	\$ 9,916.68	\$ -	14.80%
01-40-410-510031	Small Tools, Parts & Maint	\$ 8,000.00	\$ 1,415.18	\$ 7,706.56	\$ 293.44	\$ -	3.67%
01-40-410-520021	Maint & Rpr-Telemetry Equip	\$ 4,280.00	\$ -	\$ -	\$ 4,280.00	\$ -	100.00%
01-40-410-520061	Maint & Rpr-Pumping Equipment	\$ 100,713.00	\$ 16,007.95	\$ 60,910.83	\$ 39,802.17	\$ -	39.52%
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	\$ 334.92	\$ 9,038.89	\$ 4,211.11	\$ -	31.78%
01-40-440-520071	Maint & Rpr-Pipelines&Hydrants	\$ 51,600.00	\$ 7,898.46	\$ 50,050.36	\$ 1,549.64	\$ -	3.00%
01-40-440-520081	Maint & Rpr-Pressure Regulatrs	\$ 14,750.00	\$ -	\$ 5,587.17	\$ 9,162.83	\$ -	62.12%
01-40-440-540001	Backflow Program	\$ 4,200.00	\$ -	\$ 3,100.17	\$ 1,099.83	\$ -	26.19%
01-40-440-540024	Inventory Adjustments	\$ 24,752.00	\$ 3,350.48	\$ 18,091.64	\$ 6,660.36	\$ -	26.91%
01-40-440-540036	Line Locates	\$ 3,605.00	\$ 275.65	\$ 2,691.49	\$ 913.51	\$ -	25.34%
01-40-440-540042	Meters Maintenance & Services	\$ 105,500.00	\$ 8,361.00	\$ 98,321.76	\$ 7,178.24	\$ -	6.80%
01-40-440-540078	Reservoirs Maintenance	\$ 54,500.00	\$ -	\$ -	\$ 54,500.00	\$ -	100.00%
470	Maintenance & General Plant Materials & Supplies						
01-40-470-501111	Electricity - 560 Magnolia	\$ 30,600.00	\$ 3,296.62	\$ 24,567.34	\$ 6,032.66	\$ -	19.71%
01-40-470-501121	Electricity - 12303 Oak Glen	\$ 4,300.00	\$ 343.40	\$ 4,229.92	\$ 70.08	\$ -	1.63%
01-40-470-501131	Electricity - 13695 Oak Glen	\$ 3,000.00	\$ 176.53	\$ 2,208.07	\$ 791.93	\$ -	26.40%
01-40-470-501141	Electricity - 13697 Oak Glen	\$ 3,000.00	\$ 160.69	\$ 2,648.38	\$ 351.62	\$ -	11.72%
01-40-470-501151	Elec - 9781 Avenida Miravilla	\$ 2,500.00	\$ 176.25	\$ 2,142.92	\$ 357.08	\$ -	14.28%
01-40-470-501161	Electricity - 815 E. 12th	\$ 7,800.00	\$ 939.26	\$ 7,225.01	\$ 574.99	\$ -	7.37%
01-40-470-501171	Electricity - 851 E. 6th	\$ 4,200.00	\$ (528.61)	\$ 2,628.27	\$ 1,571.73	\$ -	37.42%
01-40-470-501321	Propane - 12303 Oak Glen	\$ 118.00	\$ -	\$ -	\$ 118.00	\$ -	100.00%
01-40-470-501331	Propane - 13695 Oak Glen	\$ 1,100.00	\$ -	\$ 946.85	\$ 153.15	\$ -	13.92%
01-40-470-501341	Propane - 13697 Oak Glen	\$ 2,900.00	\$ 1,158.10	\$ 2,769.46	\$ 130.54	\$ -	4.50%
01-40-470-501351	Propane-9781 Avenida Miravilla	\$ 1,600.00	\$ 399.53	\$ 1,555.31	\$ 44.69	\$ -	2.79%
01-40-470-501411	Sanitation - 560 Magnolia	\$ 4,087.00	\$ 496.49	\$ 4,068.56	\$ 18.44	\$ -	0.45%
01-40-470-501461	Sanitation - 815 E. 12th	\$ 5,650.00	\$ 488.97	\$ 5,389.76	\$ 260.24	\$ -	4.61%
01-40-470-501471	Sanitation - 11083 Cherry Ave	\$ 3,446.00	\$ 285.83	\$ 3,392.88	\$ 53.12	\$ -	1.54%
01-40-470-501611	Maint & Repair- 560 Magnolia	\$ 26,856.00	\$ 1,447.55	\$ 23,899.81	\$ 2,956.19	\$ -	11.01%
01-40-470-501621	Maint & Repair- 12303 Oak Glen	\$ 4,600.00	\$ -	\$ 1,487.37	\$ 3,112.63	\$ -	67.67%
01-40-470-501631	Maint & Repair- 13695 Oak Glen	\$ 9,000.00	\$ -	\$ 156.34	\$ 8,843.66	\$ -	98.26%
01-40-470-501641	Maint & Repair- 13697 Oak Glen	\$ 4,000.00	\$ -	\$ 805.23	\$ 3,194.77	\$ -	79.87%
01-40-470-501651	Maint & Rpr-9781 Ave Miravilla	\$ 4,000.00	\$ -	\$ 52.80	\$ 3,947.20	\$ -	98.68%
01-40-470-501661	Maint & Repair- 815 E. 12th	\$ 7,115.00	\$ 380.60	\$ 6,740.43	\$ 374.57	\$ -	5.26%
01-40-470-501671	Maint & Repair- 851 E. 6th	\$ 3,800.00	\$ 1,191.20	\$ 3,681.55	\$ 118.45	\$ -	3.12%
01-40-470-501691	Maint & Rpr- Buidlgs (General)	\$ 57,272.00	\$ 2,885.06	\$ 17,927.25	\$ 39,344.75	\$ -	68.70%
01-40-470-510001	Auto/Fuel	\$ 89,300.00	\$ 11,543.69	\$ 89,212.03	\$ 87.97	\$ -	0.10%
01-40-470-520011	Maint & Rpr-Safety Equipment	\$ 17,510.00	\$ 329.75	\$ 9,332.32	\$ 8,177.68	\$ -	46.70%
01-40-470-520031	Maint & Rpr-General Equipment	\$ 47,380.00	\$ 2,783.83	\$ 39,397.84	\$ 7,982.16	\$ -	16.85%
01-40-470-520041	Maint & Rpr-Fleet	\$ 120,200.00	\$ 2,775.24	\$ 73,463.42	\$ 46,736.58	\$ -	38.88%
01-40-470-520051	Maint & Rpr-Paving	\$ 140,000.00	\$ 15,360.00	\$ 210,399.50	\$ (70,399.50)	\$ -	-50.29%
01-40-470-520091	Maint & Rpr-Communicatn Equip	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00	\$ -	100.00%
	Operations Materials & Supplies	\$ 3,565,009.00	\$ 433,301.10	\$ 3,478,664.22	\$ 86,344.78	\$ -	2.42%
410	Source of Supply Services						
01-40-410-500501	State Project Water Purchases	\$ 3,870,300.00	\$ 246,183.00	\$ 1,163,484.00	\$ 2,706,816.00	\$ -	69.94%
01-40-410-540084	State Mandates & Tariffs	\$ 141,000.00	\$ 39,912.68	\$ 140,859.73	\$ 140.27	\$ -	0.10%
440	Transmission & Distribution Services						
01-40-440-550051	Advertising/Legal Notices	\$ 4,000.00	\$ -	\$ 2,036.00	\$ 1,964.00	\$ -	49.10%
470	Maintenance & General Plant Services						
01-40-470-540030	Landscape Maintenance	\$ 82,000.00	\$ 5,256.66	\$ 64,292.40	\$ 17,707.60	\$ -	21.59%
01-40-470-540072	Rechrq Facs, Cynns&Ponds Maint	\$ 68,500.00	\$ 10,146.79	\$ 45,204.24	\$ 23,295.76	\$ -	34.01%
	Operations Services	\$ 4,165,800.00	\$ 301,499.13	\$ 1,415,876.37	\$ 2,749,923.63	\$ -	66.01%
Expense Total	OPERATIONS	\$ 10,878,157.00	\$ 1,015,501.56	\$ 6,953,807.37	\$ 3,924,349.63	\$ -	36.08%
50	GENERAL						
01-50-510-502001	Rents/Leases	\$ 25,360.00	\$ 2,131.64	\$ 25,350.23	\$ 9.77	\$ -	0.04%
01-50-510-510031	Small Tools, Parts & Maint	\$ 615.00	\$ 156.45	\$ 542.58	\$ 72.42	\$ -	11.78%
01-50-510-540066	Property Damages & Theft	\$ 21,727.00	\$ -	\$ 9,305.89	\$ 12,421.11	\$ -	57.17%
01-50-510-550040	General Supplies	\$ 13,279.00	\$ 463.16	\$ 8,493.57	\$ 4,785.43	\$ -	36.04%
01-50-510-550060	Public Ed./Community Outreach	\$ 100,770.00	\$ 5,978.75	\$ 96,741.65	\$ 4,028.35	\$ -	4.00%
01-50-510-550072	Misc Operating Expenses	\$ 1,030.00	\$ 71.64	\$ 71.64	\$ 958.36	\$ -	93.04%
01-50-510-550074	Disaster Preparedness Ongoing Expenses	\$ 20,100.00	\$ 10,485.43	\$ 20,000.17	\$ 99.83	\$ -	0.50%
	General Materials & Supplies	\$ 182,881.00	\$ 19,287.07	\$ 160,505.73	\$ 22,375.27	\$ -	12.23%
01-50-510-550096	Beaumont Basin Watermaster	\$ 49,600.00	\$ -	\$ 46,005.10	\$ 3,594.90	\$ -	7.25%
01-50-510-550097	SAWPA Basin Monitoring Program	\$ 19,400.00	\$ 1,940.25	\$ 19,295.46	\$ 104.54	\$ -	0.54%
	General Services	\$ 69,000.00	\$ 1,940.25	\$ 65,300.56	\$ 3,699.44	\$ -	5.36%
Expense Total	GENERAL	\$ 251,881.00	\$ 21,227.32	\$ 225,806.29	\$ 26,074.71	\$ -	10.35%
Expense Total	ALL EXPENSES	\$ 19,284,017.40	\$ 1,677,090.66	\$ 13,578,391.63	\$ 5,705,625.77	\$ -	29.59%

Accounts Payable

Checks by Date - Detail by Check Date

User: wclayton
 Printed: 1/27/2022 12:36 PM

Beaumont-Cherry Valley Water District

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



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10889 12312021 12312021	CDTFA 2021 Annual Sales/Use Tax Filing 2021 Annual Sales/Use Tax Filing	01/03/2022		9.88 0.12
Total for this ACH Check for Vendor 10889:				0.00	10.00
ACH	10138 HW201 Dec 2021	ARCO Business Solutions ARCO Fuel Charges 12/21-12/27/2021	01/03/2022		2,889.10
Total for this ACH Check for Vendor 10138:				0.00	2,889.10
Total for 1/3/2022:				0.00	2,899.10
12180	10769 01042022	Fritts Ford New Ford F-450 Crew Truck	01/04/2022		56,506.36
Total for Check Number 12180:				0.00	56,506.36
12181	10970 2021-60	AB Fence Company Repair Automatic Gate - 560 Magnolia Ave	01/04/2022		1,200.00
Total for Check Number 12181:				0.00	1,200.00
12182	10001 5300 5300	Action True Value Hardware Goo Gone/Wire Lock Pins - Districtwide Heavy Duty Tarp - Districtwide	01/04/2022		19.14 82.96
Total for Check Number 12182:				0.00	102.10
12183	10144 LYUM1592473 LYUM1592474 LYUM1595904	AlSCO Inc Cleaning Mats/Shop Towels 12th/Palm Dec 2021 Cleaning Mats/Air Fresheners 560 Magnolia Dec 2021 Cleaning Mats/Air Fresheners 560 Magnolia Dec 2021	01/04/2022		35.60 50.82 50.82
Total for Check Number 12183:				0.00	137.24
12184	10305 B-239 B-239	Beaumont Basin Watermaster Prepaid Task Order 29 Annual Reporting and Services 2022 Task Order 29 Annual Reporting and Services 2022	01/04/2022		21,429.17 4,285.83
Total for Check Number 12184:				0.00	25,715.00
12185	10519 147612 147612	CalFire Weed Abatement - NCRF Weed Abatement - NCRF	01/04/2022		914.48 -680.34
Total for Check Number 12185:				0.00	234.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12186	10173	California Society of Municipal Finance Officers	01/04/2022		
	200011212	CSMFO Conference 2/16-2/18/2022 W Clayton			470.00
	200011219	CSMFO Conference 2/16-2/18/2022 L Lopez			470.00
	200011479	CSMFO Conference 2/16-2/18/2022 S Molina			620.00
	200011480	CSMFO Conference 2/16-2/18/2022 S Delgadillo			470.00
	200011498	CSMFO Conference 2/16-2/18/2022 K Manini			500.00
	200011561	CSMFO Conference 2/16-2/18/2022 E Gonzales			470.00
	200011661	Intrduction to Governmental Accounting - E Gonzales			75.00
	300007561	2022 CSMFO Membership W Clayton			110.00
	300007563	2022 CSMFO Membership L Lopez			75.00
	300008069	2022 CSMFO Membership S Molina			75.00
	300008070	2022 CSMFO Membership S Delgadillo			110.00
Total for Check Number 12186:				0.00	3,445.00
12187	10822	Canon Financial Services, Inc	01/04/2022		
	27810704	Contract Charge - 12/01-12/31/2021 - 560 Magnolia			329.33
	27810704	Contract Charge - 12/01-12/31/2021 - 851 E 6th St			238.56
	27810704	Meter Usage - 11/01-11/30/2021			590.54
	27810704	Meter Usage - 11/01-11/30/2021			46.63
	27810715	Meter Usage - 11/01-11/30/2021			32.34
	27810715	Contract Charge - 12/01-12/31/2021 - 12th/Palm			235.78
Total for Check Number 12187:				0.00	1,473.18
12188	10016	City of Beaumont	01/04/2022		
	EP2021-1061	EP1061 - 313 Grace St			645.56
	EP2021-1063	EP1063 - 865 Chestnut Ave			800.50
	EP2021-1064	EP1064 - 11205 Littler Lane			645.56
Total for Check Number 12188:				0.00	2,091.62
12189	10112	Cla-Val	01/04/2022		
	835194	Labor - Repair Main Valve - Well 23			778.00
	835194	Repair Main Valve - Well 23			979.24
	835299	Labor - Repair Main Valve - Well 25			2,093.00
	835299	Repair Main Valve - Well 25			1,516.25
	835300	Labor - Repair Main Valve - Well 24			1,525.50
	835300	Repair Main Valve - Well 24			967.17
	835301	Labor - Repair Main Valve - Well 29			2,572.00
	835301	Repair Main Valve - Well 29			2,601.52
	835302	Repair Main Valve - Lower Oak Glen PRV			958.34
	835302	Labor - Repair Main Valve - Lower Oak Glen PRV			598.00
Total for Check Number 12189:				0.00	14,589.02
12190	10098	County of Riverside Dept of Environmental Health	01/04/2022		
	IN0433653	Annual Env Health Level II Permit - Well 24			618.00
	IN0433654	Annual Env Health Level II Permit - Well 16			618.00
	IN0433655	Annual Env Health Level II Permit - 560 Magnolia Ave			618.00
	IN0433726	Annual Env Health Level II Permit - Well 4A			900.00
	IN0433727	Annual Env Health Level II Permit - 10102 Bellflower Ave			900.00
	IN0433786	Annual Env Health Level II Permit - Well 25			1,171.00
	IN0433787	Annual Env Health Level II Permit - Well 26			1,171.00
	IN0433788	Annual Env Health Level II Permit - Well 23			1,171.00
	IN0433791	Annual Env Health Level II Permit - Well 1			1,682.00
	IN0433792	Annual Env Health Level II Permit - 37251 Cherry Valley Blvd			1,171.00
Total for Check Number 12190:				0.00	10,020.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12191	10942 0003648264 0003648265	Diamond Environmental Services LP (1) Rental and Service Portable Restroom 12/20/2021-01/16/2022 (2) Rental and Service Handicap Restrooms 12/20/2021-01/16/2022	01/04/2022		93.76 238.55
Total for Check Number 12191:				0.00	332.31
12192	11022 2728	E.A.N. Trucking, LLC Equipment Rental - Emergency Pipeline Protection on Noble St	01/04/2022		1,207.50
Total for Check Number 12192:				0.00	1,207.50
12193	10600 01032022	Gaucha Pest Control Inc. NCR I Rodent Control Jan 2022	01/04/2022		1,000.00
Total for Check Number 12193:				0.00	1,000.00
12194	10174 3035134 3035137 3035143 3035145	GFOA Annual Governmental GAAP Update 2022 - W Clayton Annual Governmental GAAP Update 2022 - E Gonzales Annual Governmental GAAP Update 2022 - K Manini Annual Governmental GAAP Update 2022 - S Molina	01/04/2022		125.00 140.00 140.00 160.00
Total for Check Number 12194:				0.00	565.00
12195	10337 18057	Hilltop Geotechnical, Inc Grading NCRF Phase II Spillways - MDP Line 16 Project	01/04/2022		4,000.00
Total for Check Number 12195:				0.00	4,000.00
12196	10273 S1049798.002 S1051514.008 S1051514.008 S1051539.004 S1051539.004	Inland Water Works Supply Co. 12 x 6 Domestic Flg Conc Reducer 4" Air Vac Rebuild Kit 2" Air Vac Rebuild Kit 2" Air Vac Rebuild Kit 4" Air Vac Rebuild Kit	01/04/2022		721.63 496.92 496.92 496.92 993.84
Total for Check Number 12196:				0.00	3,206.23
12197	10527 59074673 59114426 59135096 59140796	Robert Half Talent Solutions Customer Service Temp 12/13-12/16/2021 Customer Service Temp 12/20-12/23/2021 Customer Service Temp 11/08-11/11/2021 Customer Service Temp 12/27-12/30/2021	01/04/2022		1,387.23 1,067.10 -35.56 1,067.10
Total for Check Number 12197:				0.00	3,485.87
12198	10689 205273	Safety Compliance Company Safety Training - 12/21/2021 - Machine Guarding	01/04/2022		250.00
Total for Check Number 12198:				0.00	250.00
12199	10170 12312021	Secretary Of State Filing New Officers of the BCVWD Water Board 2022	01/04/2022		6.00
Total for Check Number 12199:				0.00	6.00
12200	10341 LW-1035176 LW-1035176	State Water Resources Control Board Title 22 Sys Annual Fee 07/01/2021-12/31/2021 Prepaid Title 22 Water Sys Annual Fee 01/01/2022-06/30/2022	01/04/2022		32,188.52 32,188.52
Total for Check Number 12200:				0.00	64,377.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12201	10447 OP#47190 T1	State Water Resources Control Board - DWOCP Certificate Renewal - Grade T1 - Op#47190 - J Herrera	01/04/2022		55.00
Total for Check Number 12201:				0.00	55.00
12202	10934 1123161	USAFact, Inc Pre Employment Background Checks	01/04/2022		65.91
Total for Check Number 12202:				0.00	65.91
12203	10383 21-1228	Weaver Grading Inc Emergency Repair - Channel Above Lower House	01/04/2022		1,400.00
Total for Check Number 12203:				0.00	1,400.00
12204	10158 101644	Wienhoff Drug Testing Annual Consortium Fee 2022	01/04/2022		160.00
Total for Check Number 12204:				0.00	160.00
12205	UB*04743	Michael Baldi Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	01/04/2022		32.40 33.18 12.65 6.65 17.36 15.62
Total for Check Number 12205:				0.00	117.86
12206	UB*04748	Peter Bonofiglio Refund Check Refund Check Refund Check Refund Check	01/04/2022		16.46 16.70 119.03 7.42
Total for Check Number 12206:				0.00	159.61
12207	UB*04754	Travis Esquivel Refund Check Refund Check Refund Check Refund Check	01/04/2022		5.96 4.35 120.05 1.02
Total for Check Number 12207:				0.00	131.38
12208	UB*04759	Shane Hilde Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	01/04/2022		15.66 31.68 14.60 11.36 51.62 16.31
Total for Check Number 12208:				0.00	141.23
12209	UB*04753	Ceko Kurd Refund Check Refund Check	01/04/2022		6.39 3.04
Total for Check Number 12209:				0.00	9.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12210	UB*04751	Timothy McLaughlin Refund Check	01/04/2022		127.18
Total for Check Number 12210:				0.00	127.18
12211	UB*04744	Francisco Moreno Refund Check	01/04/2022		116.56
Total for Check Number 12211:				0.00	116.56
12212	UB*04752	Pavement Coating Co Refund Check	01/04/2022		1,879.20
Total for Check Number 12212:				0.00	1,879.20
12213	UB*04750	RSI Communities-California LLC Refund Check	01/04/2022		917.67
Total for Check Number 12213:				0.00	917.67
12214	UB*04747	Colleen Sargent Refund Check Refund Check Refund Check Refund Check	01/04/2022		6.73 11.37 27.26 11.54
Total for Check Number 12214:				0.00	56.90
12215	UB*04749	Savon Homes Refund Check	01/04/2022		1,758.33
Total for Check Number 12215:				0.00	1,758.33
12216	UB*04756	Erika Scheele Refund Check Refund Check Refund Check	01/04/2022		67.75 0.49 0.38
Total for Check Number 12216:				0.00	68.62
12217	UB*04758	Venice Sherman Refund Check Refund Check Refund Check Refund Check Refund Check	01/04/2022		267.40 2.80 3.42 16.89 11.96
Total for Check Number 12217:				0.00	302.47
12218	UB*04755	Eric Silva Refund Check	01/04/2022		78.24
Total for Check Number 12218:				0.00	78.24
12219	UB*04757	Kathryn Sloan Refund Check	01/04/2022		155.28
Total for Check Number 12219:				0.00	155.28
12220	UB*04746	Michelle Street Refund Check	01/04/2022		188.65
Total for Check Number 12220:				0.00	188.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12221	UB*04745	Lisa Vessup	01/04/2022		
		Refund Check			93.30
		Refund Check			20.53
		Refund Check			33.84
		Refund Check			17.42
		Refund Check			15.73
Total for Check Number 12221:				0.00	180.82
Total for 1/4/2022:				0.00	202,013.95
ACH	10085	CalPERS Retirement System	01/06/2022		
	1002018088	PR Batch 00002.01.2022 CalPERS 8% EE Paid			21.26
	1002018088	PR Batch 00001.01.2022 CalPERS 7.5% EE PEPRA			4,217.43
	1002018088	PR Batch 00001.01.2022 CalPERS 7% EE Deduction			1,277.27
	1002018088	PR Batch 00002.01.2022 CalPERS ER Paid Classic			42.18
	1002018088	PR Batch 00001.01.2022 CalPERS 8% EE Paid			1,809.81
	1002018088	PR Batch 00001.01.2022 CalPERS 1% ER Paid			182.46
	1002018088	PR Batch 00001.01.2022 CalPERS 8% ER Paid			876.64
	1002018088	PR Batch 00001.01.2022 CalPERS ER PEPRA			4,549.20
	1002018088	PR Batch 00001.01.2022 CalPERS ER Paid Classic			8,224.96
Total for this ACH Check for Vendor 10085:				0.00	21,201.21
ACH	10087	EDD	01/06/2022		
	0-928-449-632	PR Batch 00001.01.2022 CA SDI			1,260.97
	0-928-449-632	PR Batch 00002.01.2022 CA SDI			2.92
	0-928-449-632	PR Batch 00001.01.2022 State Income Tax			3,584.98
Total for this ACH Check for Vendor 10087:				0.00	4,848.87
ACH	10094	U.S. Treasury	01/06/2022		
	270240632292386	PR Batch 00001.01.2022 Medicare Employee Portion			1,690.33
	270240632292386	PR Batch 00002.01.2022 Medicare Employer Portion			3.87
	270240632292386	PR Batch 00002.01.2022 Medicare Employee Portion			3.87
	270240632292386	PR Batch 00001.01.2022 FICA Employee Portion			7,227.48
	270240632292386	PR Batch 00001.01.2022 Medicare Employer Portion			-340.29
	270240632292386	PR Batch 00001.01.2022 Medicare Employer Portion			2,030.62
	270240632292386	PR Batch 00002.01.2022 FICA Employee Portion			16.56
	270240632292386	PR Batch 00002.01.2022 FICA Employer Portion			16.56
	270240632292386	PR Batch 00001.01.2022 Federal Income Tax			7,845.97
	270240632292386	PR Batch 00001.01.2022 FICA Employer Portion			7,227.48
Total for this ACH Check for Vendor 10094:				0.00	25,722.45
ACH	10141	Ca State Disbursement Unit	01/06/2022		
	38318319	PR Batch 00001.01.2022 Garnishment			200.30
	38318319	PR Batch 00001.01.2022 Garnishment			288.46
Total for this ACH Check for Vendor 10141:				0.00	488.76
ACH	10203	Voya Financial	01/06/2022		
	VB1450PP01 2022	PR Batch 00001.01.2022 Deferred Comp			350.00
Total for this ACH Check for Vendor 10203:				0.00	350.00
ACH	10264	CalPERS Supplemental Income Plans	01/06/2022		
	1002018086	PR Batch 00001.01.2022 457 Loan Repayment			357.79
	1002018086	PR Batch 00001.01.2022 CalPERS 457			1,221.15
	1002018086	PR Batch 00001.01.2022 457 Catch-Up			417.49
	1002018086	PR Batch 00001.01.2022 CalPERS 457 %			72.79
	1002018086	PR Batch 00001.01.2022 ROTH-Post-Tax			25.00
	1002018086	PR Batch 00001.01.2022 100% Contribution			480.22
	1002018086	PR Batch 00001.01.2022 ROTH % Deduction			58.10
Total for this ACH Check for Vendor 10264:				0.00	2,632.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10895 2765091	Basic Pacific PR Batch 00001.01.2022 Flexible Spending Account (PT)	01/06/2022		150.01
Total for this ACH Check for Vendor 10895:				0.00	150.01
ACH	10984 1641359910230	MidAmerica Administrative & Retirement Solutions PR Batch 00001.01.2022 401(a) Deferred Comp	01/06/2022		1,043.60
Total for this ACH Check for Vendor 10984:				0.00	1,043.60
Total for 1/6/2022:				0.00	56,437.44
ACH	10138 HW201 Dec 2021	ARCO Business Solutions ARCO Fuel Charges 12/28/2021-01/03/2022	01/10/2022		2,222.19
Total for this ACH Check for Vendor 10138:				0.00	2,222.19
ACH	10901 01012022Dental 01012022Dental 01012022Vision	Ameritas Life Insurance Corp. Ameritas Dental Pending Credit January 2022 Ameritas Dental January 2022 Ameritas Visions January 2022	01/10/2022		85.92 2,157.52 532.68
Total for this ACH Check for Vendor 10901:				0.00	2,776.12
ACH	10902 53743681213693 53743681213693 53743681213693 53743681213693	Colonial Life New EE Deduction Dec 2021 Col Life Premiums Dec 2021 Pending Credit Term EE Dec 2021 New EE Deduction Dec 2021	01/10/2022		96.88 3,533.76 37.20 81.76
Total for this ACH Check for Vendor 10902:				0.00	3,749.60
ACH	10903 4343004888	The Lincoln National Life Insurance Company Life & ADD EE/ER Insurance Jan 2022	01/10/2022		681.71
Total for this ACH Check for Vendor 10903:				0.00	681.71
ACH	10288 135499072 135499072 135499072 135499072 135499080 135499080	CalPERS Health Fiscal Services Division Admin Fee for Health Ins Jan 2022 Retired Employees Health Ins Jan 2022 Admin Fee for Retired Emp Health Ins Jan 2022 Active Employees Health Ins Jan 2022 Active Non CalPERS Member Health Ins Jan 2022 Admin Fee Non CalPERS Member Health Ins Jan 2022	01/10/2022		147.32 2,370.00 13.67 58,929.57 1,871.43 4.68
Total for this ACH Check for Vendor 10288:				0.00	63,336.67
Total for 1/10/2022:				0.00	72,766.29
ACH	10030 700154530138Nov 700154530138Nov 700154530138Nov 700154530138Nov 700154530138Nov 700154530138Nov 700154530138Nov 700359906319Dec 700359906319Dec 700359906319Dec	Southern California Edison Electricity 09/21-10/20/2021 - Wells (Prior Month) Electricity 10/19-11/17/2021 - 815 E 12th Ave Electricity 10/14-11/14/2021 - 851 E 6th St Electricity 10/22-11/21/2021 - Well 25 Electricity 10/22-11/21/2021 - 9781 Avenida Miravilla Electricity 10/19-11/21/2021 - Wells Electricity 10/22-11/21/2021 - 560 Magnolia Ave Electricity 11/22-12/21/2021 - 13695 Oak Glen Rd Electricity 11/22-12/21/2021 - 13697 Oak Glen Rd Electricity 11/22-12/21/2021 - 12303 Oak Glen Rd	01/11/2022		2,996.26 491.83 214.43 27,686.79 90.08 163,065.56 1,537.33 176.53 160.69 343.40
Total for this ACH Check for Vendor 10030:				0.00	196,762.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10031	Staples Business Advantage	01/11/2022		
	3494993506	Office Supplies			4.49
	3494993508	Office Supplies			15.07
	3494993509	Office Supplies			19.86
	3494993510	Office Supplies			409.34
	3494993512	Office Supplies			36.19
	3495506173	Office Supplies			31.19
	3495506174	Headsets/Keyboards/Backup Battery - IT			1,065.81
	3495506175	USB Cables - Districtwide			114.11
	3495506176	Office Supplies			139.69
	3495924514	Office Chairs - 560 Magnolia Ave			1,228.32
	3495924515	Office Supplies			32.31
	3495924516	Office Supplies			66.26
	3495924517	Office Supplies			45.78
	3495924518	Office Supplies			17.00
	3496599288	Return Office Supplies - 560 Magnolia Ave			-53.85
	3496599291	Return Office Supplies - 560 Magnolia Ave			-26.93
Total for this ACH Check for Vendor 10031:				0.00	3,144.64
ACH	10042	Southern California Gas Company	01/11/2022		
	07132135000Dec	Monthly Gas Charges 11/29-12/29/21			14.79
Total for this ACH Check for Vendor 10042:				0.00	14.79
ACH	10052	Home Depot Credit Services	01/11/2022		
	12312021	Faucet - GM Office/560 Magnolia Ave			160.55
	12312021	Maintenance Supplies & Tools - Unit 3/Maintenance Utility Truck			1,114.98
	12312021	Lumber/Screws/Washers/Roof Edge - Well 16 Chlorine Building			666.46
	12312021	Lumber - Highland Springs Booster Station Building			782.45
	12312021	Lumber/Ties - Well 16 Chlorine Building			1,206.85
	12312021	Lumber/Roofing - Highland Springs Booster Station Building			1,429.98
	12312021	Lumber/Lime - Emergency Pipeline Protection on Noble St			48.42
	12312021	Lumber - Well 16 Chlorine Building			682.05
	12312021	Tool Storage/Socket Set - Unit 3			62.38
	12312021	Safety Gloves - Field Staff			19.35
	12312021	Wrench/Socket Set/Ratchet Straps - Unit 3			95.00
Total for this ACH Check for Vendor 10052:				0.00	6,268.47
ACH	10132	South Coast AQMD	01/11/2022		
	3918654	ICE (50-500 HP) Em Elec Gen - Diesel - Fac ID 129302 Well 16			440.15
	3918655	ICE (50-500 HP) Em Elec Gen - Diesel - Fac ID 129305 Well 21			440.15
	3921149	Flat Fee for Last Fiscal Year Emissions - Fac ID 129302 Well 16			142.59
	3921151	Flat Fee for Last Fiscal Year Emissions - Fac ID 129305 Well 21			142.59
Total for this ACH Check for Vendor 10132:				0.00	1,165.48
ACH	10147	Online Information Services, Inc	01/11/2022		
	1101482	198 Credit Reports for Dec 2021			564.60
Total for this ACH Check for Vendor 10147:				0.00	564.60
ACH	10350	NAPA Auto Parts	01/11/2022		
	169779	Hydraulic Oil - Backhoe			86.19
	169918	Fuel Dispensing Pump - Pony Tank			18.85
	170192	Wiper Blades - Unit 16			30.15
	170240	Wiper Blades - Dozer/Dump Truck			100.69
Total for this ACH Check for Vendor 10350:				0.00	235.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10632 PCA00276300 WOG00012196	Quinn Company Extra Keys - Backhoe Well 21 Generator Call Out for Low Coolant Temp Alarm	01/11/2022		82.48 1,378.70
Total for this ACH Check for Vendor 10632:				0.00	1,461.18
Total for 1/11/2022:				0.00	209,617.94
ACH	10781 10016 10019 10034 10037 10074 10116 10135 10153 10173 10174 10224 10262 10284 10292 10338	Umpqua Bank City of Beaumont Monthly Sewer Charges 09/01-11/01/2021 C R & R Incorporated Monthly Charges 3 YD Commercial Bin Dec 2021 US Postal Service 800 Stamps Postage - State Dept Water Resources - Cr VI Response Letter Waste Management Of Inland Empire Yard Dumpsters 815 E 12th Dec 2021 Recycling Dumpster Charges - 815 E 12th Dec 2021 Recycling Contamination Charges - 815 E 12th Dec 2021 Recycling Dumpster Charges 560 Magnolia Dec 2021 Recycling Contamination Charges 560 Magnolia Dec 2021 Monthly Sanitation 560 Magnolia Dec 2021 American Water Works Association Lessons Learned from 2015 Drought - J Covington - Jan 2022 Lessons Learned from 2015 Drought - D Slawson - Jan 2022 Lessons Learned from 2015 Drought - A Ramirez - Jan 2022 Verizon Wireless Services LLC iPad/Cell Phone Charges - Nov 2021 6 iPads w/Cases - Field Staff Big Time Design Uniforms - New Employee Uniforms - Field Staff Uniforms - Office Staff Brown and Caldwell Job Posting - Temp CSR AMR/AMI Grant Job Posting - Temp WUPI AMR/AMI Grant California Society of Municipal Finance Officers 2022 Annual Membership - E Gonzales 2022 Annual Membership - K Manini GFOA 2022 Membership Renewal 2022 Budget Training and Material - K Manini Legal Shield Monthly Prepaid Legal for Employees Dec 2021 Dick's All Auto Repair Inc Intake Air Sensor/Radiator/Rdtr Cap/Coolant - Unit 13/OD 163,345 Labor - Air Sensor/Radiator/Rdtr Cp/Coolant - Unit 13/OD 163,345 Smog Inspection - Unit 1/OD 62,934 Smog Inspection - Unit 10/OD 131,283 Underground Service Alert of Southern California 161 New Ticket Charges Nov 2021 Monthly Maintenance Fee Association of California Water Agencies ACWA 2021 Fall Conference - D Slawson California Special Districts Association Records Management Workshop - C Smith - Jan 2022 Board Member Best Practices Workshop - A Ramirez - Feb 2022 Board Member Best Practices Workshop - L Williams - Feb 2022 2022 Special District Leadership Academy - J Covington 2022 Special District Trainings - K Manini	01/14/2022		70.20 285.83 464.00 27.10 322.20 97.59 69.18 97.59 140.00 118.50 20.00 20.00 20.00 1,072.10 6,237.96 215.50 32.33 719.77 200.00 200.00 75.00 75.00 160.00 213.63 123.55 529.69 799.57 51.75 51.75 265.65 10.00 385.00 175.00 175.00 175.00 600.00 1,175.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	10390	Dangelo Company Flex Couplings - Inventory			115.66
	10424	Top-Line Industrial Supply, LLC Pressure Gauge - Unit 32			24.74
	10426	Newegg Business, Inc Scanner - Customer Service Window 3			3,016.99
	10526	Verizon Final Phone Service 09/01-11/30/2021			1,138.96
	10541	Full Source, LLC Steel Toe Rubber Boots - Field Staff			451.62
	10546	Frontier Communications 12/10/2021-01/09/2022 Dec FIOS/FAX 12th/Palm			329.73
		11/25-12/24/2021 Dec FIOS/FAX 560 Magnolia Ave			290.00
		11/25-12/24/2021 Dec FIOS/FAX 841 E 6th St			144.61
	10573	O'Reilly Auto Parts Wiper Blades - Unit 38/OD 33,111			53.85
	10623	WP Engine Web Host for BCVWD Website Dec 2021			115.00
	10627	ISACA CISM Membership Renewal - R Rasha			225.00
	10652	Society for Human Resource Management People Management Training - S Foley			749.00
		People Management Training - W Clayton/S Delgadillo			1,498.00
		2022 Membership Dues - K Manini			219.00
	10692	MMSoft Design Network Monitoring Software Dec 2021			202.45
	10722	Hilton Hotel Hotel Deposit for Conference - L Williams - Feb 2022			202.29
	10761	BLS*Spamtitan Monthly Web Filter License Dec 2021			71.88
	10784	Autodesk, Inc Auto CAD Software 851 E 6th St - Dec 2021			1,135.00
	10790	Microsoft Monthly Microsoft Exchange - Dec 2021			14.80
		Monthly Microsoft Exchange - Dec 2021			264.00
		Monthly Microsoft Office License - Dec 2021			980.00
	10832	Panera Bread Employee Retention - Holiday Breakfast			49.30
	10840	Ready Fresh (Arrowhead) Water - Dec 2021 - 851 E 6th			98.92
	10892	Zoom Video Communications, Inc. (10) Video Conferences Dec 2021			205.90
	10909	White Water Rock Supply Well 26 Landscaping Improvements			1,419.07
	10918	Apple.com Cloud Storage - iPads			0.99
	10926	SSD Alarm Alarm Equip/Rent/Service/Monitor - 851 E. 6th St			77.69
		Alarm Equip/Rent/Service/Monitor - 560 Magnolia Ave			362.13
		Alarm Equip/Rent/Service/Monitor - 11083 Cherry Ave			59.50
		Alarm Equip/Rent/Service/Monitor - 815 12th St			125.00
	10953	LinkedIn Corporation Annual Membership 12/09/2021-12/09/2022			479.88
	10978	Nextiva, Inc. Monthly Phone Service Dec 2021			2,593.82
	10999	Backblaze Offsite Backup Storage - Dec 2021			43.04
	11009	DiversityJobs Job Posting - Temp CSR AMR/AMI Grant			295.00
		Job Posting - Temp WUPI AMR/AMI Grant			295.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	11023	Dominos Pizza Employee Retention - Holiday Lunch			160.38
	11024	Grammarly, Inc. Writing Assistance Software - S Foley/K Manini			450.00
	11025	Legion Safety Products 3 Arc Flash Suits - Electrical Hazard Safety			1,287.50
	11026	Palm Cleaners Clean District Table Cloths - 560 Magnolia Ave			112.00
	11027	Urban Water Institute, Inc Conference Reg - D Slawson - To Be Refunded on Next Statement			425.00
		Conference Registration - D Slawson - Feb 2022			250.00
		Conference Reg - L Williams - To Be Refunded on Next Statement			425.00
		Conference Registration - L Williams - Feb 2022			250.00
Total for this ACH Check for Vendor 10781:				0.00	36,178.14
ACH	10138 HW201 Jan 2022	ARCO Business Solutions ARCO Fuel Charges 01/04-01/10/2022	01/14/2022		1,577.55
Total for this ACH Check for Vendor 10138:				0.00	1,577.55
Total for 1/14/2022:				0.00	37,755.69
ACH	10085	CalPERS Retirement System	01/20/2022		
	1002027719	PR Batch 00003.01.2022 CalPERS 1% ER Paid			191.93
	1002027719	PR Batch 00003.01.2022 CalPERS 8% ER Paid			895.10
	1002027719	PR Batch 00003.01.2022 CalPERS 7% EE Deduction			1,343.54
	1002027719	PR Batch 00003.01.2022 CalPERS ER Paid Classic			8,838.70
	1002027719	PR Batch 00003.01.2022 CalPERS 8% EE Paid			2,024.95
	1002027719	PR Batch 00003.01.2022 CalPERS ER PEPRA			4,943.57
	1002027719	PR Batch 00003.01.2022 CalPERS 7.5% EE PEPRA			4,583.02
	1002027719	PR Batch 00003.01.2022 CalPERS Payment Adj (PT)			27.84
Total for this ACH Check for Vendor 10085:				0.00	22,848.65
ACH	10087	EDD	01/20/2022		
	0-057-019-488	PR Batch 00003.01.2022 CA SDI			1,342.01
	0-057-019-488	PR Batch 00003.01.2022 State Income Tax			4,503.55
	0-057-019-488	PR Batch 00003.01.2022 State Income Tax Correction			472.25
Total for this ACH Check for Vendor 10087:				0.00	6,317.81
ACH	10094	U.S. Treasury	01/20/2022		
	270242092563140	PR Batch 00003.01.2022 Federal Income Tax			12,059.99
	270242092563140	PR Batch 00003.01.2022 Medicare Employer Portion Corr			-390.54
	270242092563140	PR Batch 00003.01.2022 Federal Income Tax Correction			2,340.63
	270242092563140	PR Batch 00003.01.2022 Medicare Employer Portion			1,800.86
	270242092563140	PR Batch 00003.01.2022 FICA Employee Portion			7,700.24
	270242092563140	PR Batch 00003.01.2022 Medicare Employee Portion			1,800.86
	270242092563140	PR Batch 00003.01.2022 FICA Employer Portion			7,700.24
Total for this ACH Check for Vendor 10094:				0.00	33,012.28
ACH	10141	Ca State Disbursement Unit	01/20/2022		
	38467723	PR Batch 00003.01.2022 Garnishment			200.30
	38467723	PR Batch 00003.01.2022 Garnishment			288.46
Total for this ACH Check for Vendor 10141:				0.00	488.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10203 VB1450PP02 2022	Voya Financial PR Batch 00003.01.2022 Deferred Comp	01/20/2022		350.00
Total for this ACH Check for Vendor 10203:				0.00	350.00
ACH	10264 100000016685493 100000016685493 100000016685493 100000016685493 100000016685493 100000016685493 100000016685493	CalPERS Supplemental Income Plans PR Batch 00003.01.2022 457 Catch-Up PR Batch 00003.01.2022 100% Contribution PR Batch 00003.01.2022 CalPERS 457 % PR Batch 00003.01.2022 CalPERS 457 PR Batch 00003.01.2022 ROTH-Post-Tax PR Batch 00003.01.2022 457 Loan Repayment PR Batch 00003.01.2022 ROTH % Deduction	01/20/2022		417.49 480.22 74.65 1,271.15 25.00 357.79 61.16
Total for this ACH Check for Vendor 10264:				0.00	2,687.46
ACH	10895 27906098	Basic Pacific PR Batch 00003.01.2022 Flexible Spending Account (PT)	01/20/2022		150.01
Total for this ACH Check for Vendor 10895:				0.00	150.01
ACH	10984 1642612550565	MidAmerica Administrative & Retirement Solutions PR Batch 00003.01.2022 401(a) Deferred Comp	01/20/2022		1,043.60
Total for this ACH Check for Vendor 10984:				0.00	1,043.60
12222	UB*04760	Mila Aguilar Refund Check Refund Check Refund Check Refund Check Refund Check	01/20/2022		24.17 8.16 11.37 15.84 5.22
Total for Check Number 12222:				0.00	64.76
12223	UB*04761	Rebecca Graves Refund Check	01/20/2022		21.13
Total for Check Number 12223:				0.00	21.13
12224	UB*04762	Lynn Rodgers Refund Check	01/20/2022		15.60
Total for Check Number 12224:				0.00	15.60
12225	10000 231453 231454 231455	A C Propane Co Propane Refill Dec 2021 - 9781 Avenida Miravilla Propane Refill Dec 2021 - 13697 Oak Glen Rd Propane Refill Dec 2021 - 13695 Oak Glen Rd	01/20/2022	VOID 399.53 636.43 521.67	
Total for Check Number 12225:				1,557.63	0.00
12226	10792 02012022	A-1 Financial Services February 2022 Rent - 851 E. 6th St Eng. Office	01/20/2022		2,131.64
Total for Check Number 12226:				0.00	2,131.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12227	10319 01012022 01012022 01012022 01012022 01012022	ACWA Joint Powers Insurance Authority 2021/2022 2nd Qtr. Workers Comp 2021/2022 2nd Qtr. Finance WC Calculation Adj 2021/2022 2nd Qtr. Operations WC Calculation Adj 2021/2022 2nd Qtr. Board WC Calculation Adj 2021/2022 2nd Qtr. Engineering WC Calculation Adj	01/20/2022		10,089.37 8.67 1.72 0.12 2.03
Total for Check Number 12227:				0.00	10,101.91
12228	10975 10597 M	Alexander's Meter Reading Solutions 2022 Annual Route Manager Software Maint/Phone Support	01/20/2022	VOID 1,153.00	
Total for Check Number 12228:				1,153.00	0.00
12229	10003 47271	All Purpose Rental Bird Saw Rental - Main Line Leak	01/20/2022		38.50
Total for Check Number 12229:				0.00	38.50
12230	10420 17GC-JPNK-9QKD	Amazon Capital Services, Inc. Face Masks/Hand Sanitizer - COVID 19	01/20/2022		343.57
Total for Check Number 12230:				0.00	343.57
12231	10893 81518	Anthem Blue Cross EAP EAP January 2022	01/20/2022		71.30
Total for Check Number 12231:				0.00	71.30
12232	10292 01122022 01122022	Association of California Water Agencies Prepaid - 2022 Annual Membership Dues for the District 2022 Jan Annual Membership Dues for the District	01/20/2022		21,303.37 1,936.63
Total for Check Number 12232:				0.00	23,240.00
12233	10695 2206	B-81 Paving Inc 4 Main Line Leak Repairs	01/20/2022		27,561.75
Total for Check Number 12233:				0.00	27,561.75
12234	10272 12312021 12312021 12312021 12312021	Babcock Laboratories Inc 87 Coliform Water Samples 11 Nitrate Samples 8 General Mineral & Inorganic Chemical Samples 8 General Analysis Samples	01/20/2022		3,861.90 184.80 4,368.00 268.80
Total for Check Number 12234:				0.00	8,683.50
12235	10855 1480828 1480828	Badger Meter, Inc 1" Encoder W/ITRON ILC 1" Encoder W/ITRON ILC	01/20/2022		26,670.28 24,618.72
Total for Check Number 12235:				0.00	51,289.00
12236	10271 12312021 12312021 12312021 12312021 12312021 12312021 12312021 12312021 12312021 12312021 12312021 12312021 12312021	Beaumont Ace Home Center Misc. Supplies Misc. Supplies - Well 25 Misc. Small Tool Supplies Misc. Small Tool Supplies Misc. Pipeline Repair Supplies Misc. Meter Supplies Tarps for Pipeline - Noble St Emergency Repair Misc. Pumping Equipment Supplies Misc. Supplies Misc. Supplies Misc. Safety Supplies	01/20/2022		340.36 36.69 156.45 136.17 148.61 220.94 40.45 3.54 118.08 444.02 329.75
Total for Check Number 12236:				0.00	1,975.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12237	10774 888323 888324	Jesus Camacho (19) Truck Washes Jan 2022 (19) Truck Washes Jan 2022	01/20/2022	VOID 205.00 200.00	
Total for Check Number 12237:				405.00	0.00
12238	10614 36395 36395 36427 36427 36477 36477	Cherry Valley Automotive Oil/Filter - Unit 38/OD 27,001 Labor - Oil/Filter - Unit 38/OD 27,001 Tire - Unit 04/OD 58,780 Labor - Tire - Unit 04/OD 58,780 2 Tires - Unit 17/OD 80,993 Labor - 2 Tires - Unit 17/OD 80,993	01/20/2022		35.07 20.00 203.39 20.00 406.78 60.00
Total for Check Number 12238:				0.00	745.24
12239	10016 261701 Nov-Dec EP2022-1068	City of Beaumont Monthly Sewer Charges 11/01/2021-01/01/2022 EP1068 - 937 Euclid Ave Alley	01/20/2022		70.20 490.63
Total for Check Number 12239:				0.00	560.83
12240	10772 6523	CV Strategies Strategic Communication Services Dec 2021	01/20/2022		5,978.75
Total for Check Number 12240:				0.00	5,978.75
12241	10942 0003704301 0003704302	Diamond Environmental Services LP (1) Rental and Service Portable Restroom 01/17-02/13/2022 (2) Rental and Service Handicap Restroom 01/17-02/13/2022	01/20/2022		93.76 238.55
Total for Check Number 12241:				0.00	332.31
12242	10174 694036 695051	GFOA Electronic GAAFR - Finance 2022 Budget Training - S Molina	01/20/2022		129.00 35.00
Total for Check Number 12242:				0.00	164.00
12243	10337 18208	Hilltop Geotechnical, Inc Compaction Testing - MDP Line 16 NCRF Phase II Grading	01/20/2022	VOID 5,427.00	
Total for Check Number 12243:				5,427.00	0.00
12244	10398 204392 204392 204393	Infosend, Inc Dec 2021 Processing Fee for Utility Billing Dec 2021 Supply Charges for Utility Billing Dec 2021 Postage Charges for Utility Billing	01/20/2022		1,005.23 715.10 4,839.70
Total for Check Number 12244:				0.00	6,560.03
12245	10809 2449 2449 2454 2454 2463 2463	Inner-City Auto Repair & Tires Hydraulic O Ring/Hydraulic Oil - Air Compressor Labor - Hydraulic O Ring/Hydraulic Oil - Air Compressor Oil/Filter/Air Filter/Battery - Unit 37/OD 43,353 Labor - Oil/Filter/Air Filter/Battery - Unit 37/OD 43,353 Labor - Oil/Filter - Unit 36/OD 36,581 Oil/Filter - Unit 36/OD 36,581	01/20/2022		118.02 250.00 468.59 207.50 40.00 83.03
Total for Check Number 12245:				0.00	1,167.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12246	10608 013946 013947	Koff & Associates Classification Study - December 2021 Compensation Study - December 2021	01/20/2022	VOID 2,092.50 7,905.00	
Total for Check Number 12246:				9,997.50	0.00
12247	10429 57181	Legend Pump & Well Service Inc Well 29 Installation - Well 29 Emergency	01/20/2022		26,900.00
Total for Check Number 12247:				0.00	26,900.00
12248	10894 0001521041	Liberty Dental Plan Liberty Dental - January 2022	01/20/2022		196.38
Total for Check Number 12248:				0.00	196.38
12249	10281 46398 46398 46400 46400	Luther's Truck and Equipment Labor - Oil/Filters/Coolant/Fender/Refl Tape - Unit 21/OD 32,804 Oil/Filters/Coolant/Fender/Reflective Tape - Unit 21/OD 32,804 Bulb - Flat Bed Trailer Repair Turn Signal Wiring/Replace Bulb - Flat Bed Trailer	01/20/2022		1,212.50 1,097.66 4.31 200.00
Total for Check Number 12249:				0.00	2,514.47
12250	10055 12312021	Nino's Shell Fuel Charges 11/29-12/27/2021	01/20/2022		426.76
Total for Check Number 12250:				0.00	426.76
12251	10143 15294	Nobel Systems Inc Geo Viewer Annual Subscription 01/01 - 12/31/2022	01/20/2022		10,000.00
Total for Check Number 12251:				0.00	10,000.00
12252	10282 12312021	Rancho Paseo Medical Group Pre-Employment Testing	01/20/2022		140.00
Total for Check Number 12252:				0.00	140.00
12253	10997 INV03006	Redistricting Insights, LLC Redistricting Consulting Services - December 2021	01/20/2022		2,800.00
Total for Check Number 12253:				0.00	2,800.00
12254	10223 234774	Richards, Watson & Gershon Legal Services Nov Board Approval 01/12/2022	01/20/2022		5,433.80
Total for Check Number 12254:				0.00	5,433.80
12255	10527 59215767	Robert Half Talent Solutions Customer Service Temp - 01/03-01/06/2022	01/20/2022		723.80
Total for Check Number 12255:				0.00	723.80
12256	10290 22-00238	San Gorgonio Pass Water Agency 617 AF @ \$399 for Nov/Dec 2021	01/20/2022		246,183.00
Total for Check Number 12256:				0.00	246,183.00
12257	10341 WD-0197354	State Water Resources Control Board Annual Permit Fee - Fac 4DW0527 - 07/01/2021 - 06/30/2022	01/20/2022		3,146.00
Total for Check Number 12257:				0.00	3,146.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12258	10447 OP#52412 T1	State Water Resources Control Board - DWOCF T1 Certification Fee - J McCarty	01/20/2022		55.00
Total for Check Number 12258:				0.00	55.00
12259	10063 186739	The Record Gazette Advertise RFP for Design Services - B Line Replacement Project	01/20/2022		448.00
Total for Check Number 12259:				0.00	448.00
12260	10700 9126	Tokay Software, Inc 2022 Annual Renewal Backflow Software Web test	01/20/2022		1,125.00
Total for Check Number 12260:				0.00	1,125.00
12261	10255 0446614-IN 0446615-IN 0446783-IN	Unlimited Services Building Maintenance Jan 2022 Janitorial Services for 815 E 12th St Jan 2022 Janitorial Services for 560 Magnolia Ave Jan 2022 Janitorial Services for 851 E 6th St	01/20/2022	VOID 150.00 845.00 160.00	
Total for Check Number 12261:				1,155.00	0.00
12262	10778 6878	Urban Habitat Landscape Contract Service - December 2021	01/20/2022		5,140.50
Total for Check Number 12262:				0.00	5,140.50
12263	10383 22-017	Weaver Grading Inc Emergency Work - Noble Channel Mud and Debris Flow	01/20/2022		2,025.00
Total for Check Number 12263:				0.00	2,025.00
12264	10599 0011070-IN	West Coast Technology 1 Year PS Maintenance Renewal 2022	01/20/2022	VOID 4,100.00	
Total for Check Number 12264:				4,100.00	0.00
Total for 1/20/2022:				23,795.13	515,202.30
ACH	10030 700154530138Dec 700154530138Dec 700154530138Dec 700154530138Dec 700154530138Dec 700154530138Dec	Southern California Edison Electricity 11/18-12/17/21 - 815 E 12th Ave Electricity 11/18-12/21/21 - Wells Electricity 11/15-12/14/21 - 851 E 6th St Electricity 11/22-12/21/21 - Well 25 Electricity 11/22-12/21/21 - 560 Magnolia Ave Electricity 11/22-12/21/21 - 9781 Avenida Miravilla	01/24/2022		447.43 117,553.05 189.24 29,567.53 1,759.29 86.17
Total for this ACH Check for Vendor 10030:				0.00	149,602.71
ACH	10031 3494993506 3496599293 3496599294 3496599295 3496599298 3497107106 3497107108	Staples Business Advantage Office Supplies Office Supplies Office Supplies Office Supplies Office Supplies Office Supplies Office Supplies	01/24/2022		1.92 25.95 16.69 20.87 111.39 34.44 13.84
Total for this ACH Check for Vendor 10031:				0.00	225.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10138 HW201 Jan 2022	ARCO Business Solutions ARCO Fuel Charges 01/11-01/17/2022	01/24/2022		1,616.65
Total for this ACH Check for Vendor 10138:				0.00	1,616.65
12265	10317 56828	Robertson's Ready Mix Concrete for Noble Wash Spill Way	01/24/2022		4,767.94
Total for Check Number 12265:				0.00	4,767.94
12266	10421 73161811	Vulcan Materials Company Emergency Temp Asphalt for Flooding	01/24/2022		1,948.92
Total for Check Number 12266:				0.00	1,948.92
Total for 1/24/2022:				0.00	158,161.32
12267	10000 231453 231454 231455	A C Propane Co Propane Refill Dec 2021 - 9781 Avenida Miravilla Propane Refill Dec 2021 - 13697 Oak Glen Rd Propane Refill Dec 2021 - 13695 Oak Glen Rd	01/27/2022		399.53 636.43 521.67
Total for Check Number 12267:				0.00	1,557.63
12268	10975 10597 M	Alexander's Meter Reading Solutions 2022 Annual Route Manager Software Maint/Phone Support	01/27/2022		1,153.00
Total for Check Number 12268:				0.00	1,153.00
12269	10774 888323 888324	Jesus Camacho (19) Truck Washes Jan 2022 (19) Truck Washes Jan 2022	01/27/2022		205.00 200.00
Total for Check Number 12269:				0.00	405.00
12270	10337 18208	Hilltop Geotechnical, Inc Compaction Testing - MDP Line 16 NCRF Phase II Grading	01/27/2022		5,427.00
Total for Check Number 12270:				0.00	5,427.00
12271	10608 013946 013947	Koff & Associates Classification Study - December 2021 Compensation Study - December 2021	01/27/2022		2,092.50 7,905.00
Total for Check Number 12271:				0.00	9,997.50
12272	10255 0446614-IN 0446615-IN 0446783-IN	Unlimited Services Building Maintenance Jan 2022 Janitorial Services for 815 E 12th St Jan 2022 Janitorial Services for 560 Magnolia Ave Jan 2022 Janitorial Services for 851 E 6th St	01/27/2022		150.00 845.00 160.00
Total for Check Number 12272:				0.00	1,155.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
12273	10599 0011070-IN	West Coast Technology 1 Year PS Maintenance Renewal 2022	01/27/2022		4,100.00
Total for Check Number 12273:				0.00	4,100.00
Total for 1/27/2022:				0.00	23,795.13
ACH	10138 HW201 Jan 2022	ARCO Business Solutions ARCO Fuel Charges 01/18-01/24/2022	01/31/2022		1,708.63
Total for this ACH Check for Vendor 10138:				0.00	1,708.63
Total for 1/31/2022:				0.00	1,708.63
Report Total (176 checks):				23,795.13	1,280,357.79



**Beaumont-Cherry Valley Water District
Board of Directors Meeting
February 9, 2022**

Item 2d

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Approval of Pending Invoices

Staff Recommendation

Approve the pending invoice totaling \$7,142.50.

Background

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

Fiscal Impact

There is a \$7,142.50 impact to the District which will be paid from the 2022 budget.

Attachment(s)

- Richards Watson Gershon Invoice #235210



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

January 14, 2022
Invoice # 235210

Re: [REDACTED] GENERAL COUNSEL SERVICES

For professional services rendered through December 31, 2021:

Current Legal Fees.....	\$7,142.50
Current Client Costs Advanced	<u>\$0.00</u>
TOTAL CURRENT FEES AND COSTS.....	<u>\$7,142.50</u>
Balance Due From Previous Statement	\$5,433.80
TOTAL BALANCE DUE FOR THIS MATTER.....	<u>\$12,576.30</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



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

**MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS**
Tuesday, January 11, 2022 at 5:30 p.m.

*Meeting held via video teleconference pursuant to
California Government Code Section 54950 et. seq.
and BCVWD Resolution 2022-01*

Call to Order: President Williams

President Williams began the meeting at 5:43 p.m.

Roll Call:

Directors present:	Covington, Hoffman, Williams
Directors absent:	Ramirez, Slawson
Staff present:	General Manager Dan Jaggars Director of Finance and Administrative Services Kirene Manini, PhD Director of Information Technology Robert Rasha
Legal Counsel	None

Members of the public who registered their attendance: None.

Announcement of Teleconference Participation

General Manager Dan Jaggars clarified that this meeting is conducted pursuant to California Government Code Section 54953 and AB 361.

The teleconference capabilities of this meeting have been identified in the Notice and Agenda. 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.

General Manager Jaggars verified that President Williams and Directors Hoffman and Covington have indicated that they are able to hear the other directors clearly. 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. **Resolution 2022-01: Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same**

The Board adopted Resolution 2022-01 Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same by the following roll-call vote:

MOVED: Covington	SECONDED: Hoffman	APPROVED 3-0
AYES:	Covington, Hoffman, Williams	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Slawson, Ramirez	

3. Recessed to Closed Session at 5:49 p.m.

CONFERENCE WITH LABOR NEGOTIATORS
 Pursuant to Government Code Section 54957.6
 Agency designated representatives: Dan Jagers, General Manager and Kirene Manini, PhD, Director of Finance and Administrative Services
 Employee Organization: BCVWD Employee Association and Contract Positions

Reconvened in Open Session at 7:24 p.m.

4. Report on Action Taken During Closed Session

President Williams advised that no reportable action was taken.

5. Adjournment

President Williams adjourned the meeting at 7:24 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

Director David Hoffman, 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
OF THE BOARD OF DIRECTORS
Wednesday, January 12, 2022 at 6:00 p.m.**

Meeting held in person and via teleconference pursuant to California Government Code Section 54950 et. seq. and under the provisions of Assembly Bill 361 and BCVWD Resolution 2021-21

Call to Order: *President Williams opened the meeting at 6:08 p.m.*

Pledge of Allegiance was led by Director Hoffman.

Invocation was given by President Williams.

Announcement of Teleconference Participation

Director of Finance and Administrative Services Kirene Manini, PhD clarified that this meeting is conducted via teleconference pursuant to California Government Code Section 54953, and under the provisions of AB 361.

Roll Call:

Directors present:	Covington, Hoffman, Ramirez, Williams
Directors absent:	Slawson
Staff present:	General Manager Dan Jagers Director of Engineering Mark Swanson Director of Finance and Administrative Services Kirene Manini, PhD Human Resources Coordinator Sabrina Foley Director of Information Technology Robert Rasha Administrative Assistant Cenica Smith
Legal Counsel	James Markman

Members of the public who registered attendance: Ash Etemadian, Andrew Newell, Dr. Blair Ball.

Public Comment: None.

1. Adjustments to the Agenda:

General Manager Dan Jagers recommended removal of Item 3 as the Board took action on the item at the January 11, 2022 Special Meeting.

Jagers also identified that Staff Report Item 11 is missing its header information.

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

General Manager Jagers advised that the District office has reverted to being closed to the public this week due to staffing issues in front desk operations. He said he hopes to return to an open office as quickly as possible once the surge in COVID-19 cases subsides. He assured that staff is working hard to serve the public.

Riverside County case numbers have increased, as they have across the country, Jagers noted, and hospitals are being impacted, although less than last year.

The Board has also returned to virtual-only meetings, Jagers pointed out, and recommended continuing the practice to protect the Board and staff at least until the January 27 Engineering Workshop. He requested Board input.

Directors concurred on continuing virtually through January and reassessing for the February meetings.

3. Resolution 2022-__ Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same

This item was removed from the agenda.

4. Consent Calendar:

The following Consent Calendar items were approved with one motion:

- a. Review of the November 2021 Budget Variance Reports
- b. Review of the November 30, 2021 Cash/Investment Balance Report
- c. Review of Check Register for the Month of December 2021
- d. Review of December 2021 Invoices Pending Approval
- e. Minutes of the Regular Meeting of December 8, 2021
- f. Minutes of the Regular Meeting of December 21, 2021

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

5. Presidential Appointment of Ad Hoc Committee members

President Williams established the following ad hoc committees for 2022:

- Ad Hoc Bogart Park Committee
- Ad Hoc Communications Committee
- Ad Hoc Sites Reservoir Committee
- Ad Hoc Water Re-Use 2x2 Committee

Committee appointments were tabled to the meeting of January 27, 2022.

6. Request for *Will Serve Letter* for a Proposed Gas Station, Car Wash, and Fast-Food Restaurant located on Desert Lawn Drive, southeast of Oak Valley Parkway in the City of Beaumont

Director of Engineering Mark Swanson advised of the planned commercial development near Oak Valley Parkway and Desert Lawn Drive adjacent to the I-10 freeway. It includes a gas station / convenience store, car wash, and a fast food restaurant. Desert Lawn Drive, in which the District has an 18-inch water line, would be realigned by the developer, he explained.

Staff worked with the developer and provided analysis on water consumption on similar developments. He pointed to the water consumption of 15.9 EDUs, plus .3 EDUs estimated irrigation consumption for a total of 16.2 EDUs. Irrigation would be from the domestic line, there are no plans to extend non-potable along this road, Swanson stated.

Staff has completed the first plan check and provided comments to the developer, Swanson explained.

Director Covington asked about where water service would originate. Swanson explained the realignment of the 18-inch waterline which would provide service. Mr. Jagers reiterated there is no non-potable line planned.

Director Williams asked about recycling of the car wash water. Developer Mr. Ash Etemadian assured that the car wash uses reclaimed water. Mr. Jagers added that State law requires all new car wash facilities have a recycling facility to minimize water loss.

Staff responded to inquiry from Director Covington regarding utilization of non-potable water. Swanson noted that on this side of Oak Valley Parkway there is no non-potable system and there is not sufficient demand in the area to warrant a line across the Interstate. If there is a master plan to bring non-potable water to an area, staff conditions developments based on the plan.

The Board approved the request for Will Serve Letter for a proposed commercial development consisting of a gas station/convenience store, car wash and a fast food restaurant located on Desert Lawn Drive, southwest of Oak Valley Parkway, on Riverside County Assessor's Parcel Nos. 414-090-005 and 414-090-007 within the City of Beaumont, subject to payment of all fees to the District and securing all approvals from the City of Beaumont by the following roll-call vote:

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

7. Request for *Will Serve Letter* and Annexation Approval for a Proposed Industrial Building Development Project – West 1st Street, East of Veile Street and West of California Avenue in the City of Beaumont (Riverside County Assessor’s Parcel No. 417-150-015)

Director of Engineering Mark Swanson advised this is a proposed industrial building. The parcel is not currently within the District’s boundary, but is within the Sphere of Influence (SOI). This is a request for annexation and a *Will Serve Letter*, he explained.

The development is comprised of three suites totaling about 16,800 square feet, Swanson continued, and described the building. Staff requested the applicant provide the water use, and they estimated 1,420 gallons per day (gpd) (2.5 EDUs) plus non-potable demand estimated at 192 gpd (.3 EDUs), for total consumption of 2.8 EDUs, Swanson said.

A 24-inch non-potable transmission main is located in 1st Street, as well as a 12-inch domestic potable line from which the development can take service, Swanson explained.

As a small project, a Water Supply Assessment (WSA) is not required, but a plan of service has been submitted for review, Swanson noted. The effort to move through the Local Agency Formation Commission (LAFCO) annexation process is on the developer, he added.

The Board approved the request for water service Will Serve Letter and annexation for a proposed industrial building project located along West 1st Street east of Veile Avenue and west of California Avenue, identified as APN 417-150-015 within the City of Beaumont by the following roll-call vote:

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

8. Request for *Will Serve Letter* for a Proposed Coffee Shop to be located at 449 E. 4th Street, East of Beaumont Avenue (APN 418-190-003) in the City of Beaumont

Director of Engineering Mark Swanson advised that this is the location of the former (now unoccupied) Denny’s Restaurant, now proposed for a Starbucks with drive-thru and dining room. The existing building would be demolished and replaced with new construction.

Swanson stated that the applicant provided estimated usage of 4,000 gpd (6.9 EDUs). The current infrastructure is a 6-inch domestic steel water line in front of the parcel and there is an existing meter. There is no non-potable system in the area, he added. As identified in the District’s master plan, a new 12-inch line will be required to be extended across the property frontage as part of the project conditions, Swanson noted.

Staff researched the consumption of the Denny’s Restaurant average over five to six years until 2017 and identified use of 3.9 EDUs. This development would

impact the District by that net differential: 3 EDUs above what the Denny's was consuming, Swanson explained.

The Board approved the request for water service Will Serve Letter for the proposed coffee shop located at 449 E. 4th Street, east of Beaumont Avenue (APN 418-190-003) within the City of Beaumont by the following roll-call vote:

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

9. Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem

General Manager Jagers reviewed the listed events and advised of an additional event, with more information forthcoming.

In response to Dr. Manini, no directors indicated intent to attend the Beaumont Chamber of Commerce breakfast.

10. Consideration of a Motion to Ratify Prior Approval and Again Approve an Amendment to the Contract Providing for the Delivery of General Manager Services to Beaumont-Cherry Valley Water District by Dan Jagers

General Manager Jagers advised the Board of need to ratify the action of the Board.

The Board approved adjustments to the compensation of the general manager and a corresponding amendment to the contract for a 2.5 percent cost of living salary adjustment / merit increase as of January 1, 2022 by the following roll-call vote:

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

11. 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

General Manager Jagers noted that the rains have helped Northern California quite a bit, but it does not mean that the problems are fixed, and additional moisture and snowpack is needed. He advised that potential actions will be discussed in February as there will be a real understanding of the moisture content in California.

As of December, the snowpacks were above average, and reservoirs are filling, Jagers noted.

12. 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. Jagers advised that additional information on collaborative efforts will be presented at the Engineering Workshop, and noted the recent storm events.

The rainfall event of November 23 to 26 required response by the District including twice reburying a water line that became exposed and eroded, Jagers stated. Significant additional work was done, he noted.

Jagers shared a video of the rain event showing the magnitude of the mud and debris impact, and described the conditions.

Director Covington indicated appreciation for staff efforts in flood mitigation.

13. Reports For Discussion

a. Ad Hoc Committees:

Communications Committee: Director Ramirez advised that a public outreach calendar has been determined, and additional steps have been outlined for staff working with CV Strategies to provide in the field action-oriented photos to be placed on social media.

Sites Reservoir Committee: No report.

Water Re-Use 2x2: No report.

b. Directors' Reports: None.

c. Directors' General Comments:

President Williams acknowledged Vice President Ramirez and acknowledged the work of staff behind the scenes and over the holidays.

d. General Manager's Report:

Mr. Jagers briefed the Board on progress on the MDP Line 16 project. He noted that the project started on December 6, 2021 with some operated equipment and a site meeting was held to assure the project was complete. Despite the rains and emergency responses, the grading was completed in the month ended Monday. Flood Control has notified the District that the reinforced concrete storm drainpipe will not be ready until at least mid to end of February due to acquisition delays, but the

District is moving forward with work. The next step is to meet with Flood Control and turn this part of the project over to them, Jagers reported.

Additional engineering reports will be presented at the Engineering Workshop, he advised.

e. Legal Counsel Report:

Mr. James Markman advised the Board that Sites Reservoir seems to be regularly favored for some of President Biden's funding and other sources as perhaps one of the last reservoirs that will be built in California, and a good project. Markman noted concern about an enlarging group of environmentalists who are starting to organize and lobby against Sites on the theory that it will contribute to the lack of necessary water for salmon runs. He is monitoring the news and will keep the Board informed in light of upcoming decisions on continued participation.

14. Action List for Future Meetings:

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water
- Legal Counsel report on changes in Proposition 218
- Legal update on drought conditions in the west
- Maintenance costs at 800-hp well sites

15. Announcements

President Williams read the following announcements:

- District offices will be closed Monday, Jan. 17, 2022 in observance of Martin Luther King, Jr. Day
- Personnel Committee Meeting: Tuesday, Jan. 18, 2022 at 5:30 p.m.
- Special Board Meeting: Tuesday, Jan. 25, 2022 at 5:30 p.m.
- Engineering Workshop: Thursday, Jan. 27, 2022 at 6 p.m.
- Beaumont Basin Watermaster Committee: Wednesday, Feb. 2, 2022 at 11 a.m.
- Finance and Audit Committee Meeting: Thursday, Feb. 3, 2022 at 3 p.m.
- Regular Board Meeting: Wednesday, Feb. 9, 2022 at 6 p.m.

16. Adjournment

President Williams adjourned the meeting at 7:26 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

Director David Hoffman, 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 SPECIAL MEETING
OF THE BOARD OF DIRECTORS**
Tuesday, January 25, 2022 at 5:30 p.m.

*Meeting held via video teleconference pursuant to
California Government Code Section 54950 et. seq.
and BCVWD Resolution 2022-01*

Call to Order: President Williams

President Williams began the meeting at 5:38 p.m.

Roll Call:

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None
Staff present:	General Manager Dan Jagers Director of Finance and Administrative Services Kirene Manini, PhD Human Resources Coordinator Sabrina Foley Director of Information Technology Robert Rasha
Legal Counsel	None

Members of the public who registered their attendance: None.

Announcement of Teleconference Participation

General Manager Dan Jagers clarified that this meeting is conducted pursuant to California Government Code Section 54953 and AB 361.

The teleconference capabilities of this meeting have been identified in the Notice and Agenda. 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.

General Manager Jagers verified that all directors have indicated that they are able to hear the other directors clearly. 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. **Recessed to Closed Session at 5:42 p.m.**

CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency designated representatives: Dan Jagers, General Manager and
Kirene Manini, PhD, Director of Finance and Administrative Services
Employee Organization: BCVWD Employee Association and Contract
Positions

Reconvened in Open Session at 8:10 p.m.

3. **Report on Action Taken During Closed Session**

President Williams advised that no reportable action was taken. Another Special Meeting will be held with a Closed Session on Wednesday, February 23, 2022 at 5:30 p.m.

4. **Adjournment**

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

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

Director David Hoffman, 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, January 27, 2022 at 6:00 p.m.

Meeting held only via teleconference and video teleconference pursuant to California Government Code Section 54950 et. seq. and under the provisions of Assembly Bill 361 and BCVWD Resolution 2022-01

Call to Order: President Williams

President Williams began the meeting at 6:00 p.m.

Pledge of Allegiance was led by Director Covington.

Invocation was given by Director Ramirez.

Announcement of Teleconference Participation

Director of Finance and Administrative Services Kirene Manini, PhD, advised that this meeting is conducted pursuant to BCVWD Resolution 2022-01.

The teleconference capabilities of this meeting have been identified in the Notice and Agenda. The teleconference locations are not publicly accessible. The public's right to comment and participate in the meeting is being assured via teleconference capabilities and at the BCVWD Administrative Office Board Room.

Roll Call:

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None
Staff present:	General Manager Dan Jagers Director of Finance and Administrative Services Kirene Manini, PhD Director of Engineering Mark Swanson Director of Operations James Bean Director of Information Technology Robert Rasha Civil Engineering Assistant Evan Ward Administrative Assistant Cenica Smith
Legal Counsel	James Markman

Members of the public who registered their attendance: None.

Public Comment: None.

1. **Adjustments to the Agenda:** None.

2. **President’s Establishment of and Appointment to Ad Hoc Committees for Calendar Year 2022**

President Lona Williams re-appointed the following members to ad hoc committees for Calendar Year 2022:

2022 Ad Hoc	Member 1	Member 2	Alternate
Bogart Park	Hoffman	Ramirez	Williams
Communications	Ramirez	Williams	Hoffman
Sites Reservoir	Covington	Hoffman	Williams
Water Re-Use 2x2	Hoffman	Covington	Ramirez

3. **Discussion Regarding MDP Line 16 Phase II Pond Bank and Tank Site Grading Project Status**

General Manager Jagers advised that per the request of the Board, the second meeting of the month would be recast as an engineering workshop and would offer more opportunity for question-and-answer.

Director of Engineering Mark Swanson reminded the Board of the project, its costs, and the importance to the District. He provided a brief history of project activity and components including a cooperative agreement, pipeline relocation, and the storm drain. Currently, this portion of the project allows the District to set up the land for the contractor who is doing the work for Riverside County Flood Control.

Mr. Swanson described two phases of work and presented the site map and a slide presentation including drone footage of the work. He detailed the work on the site including ponds and spillways, and responded to questions from the directors. General Manager Jagers provided further information on the function of the system.

This is a substantially complete project, Swanson advised, and the desired results have been achieved. It is ready to pass along to Flood Control and their contractor for work to begin soon, he said. Materials for the storm drain project will likely arrive in mid- to late February, he noted.

Director Hoffman asked about specific facilities and Swanson identified them as monitoring wells and trees that were left in the plan and are not impacted by the work.

Director Ramirez asked about expectations for extra water to the recharge basins once the system is operational. Jagers stated that in wet years, it is hoped to capture upwards of 500 acre-feet (af), and in dry years in the 100 to 200 acre-foot range, averaging additional recharge of 200 to 300 af per year long-term.

Director Slawson asked about the timeline for construction of the concrete spillways, and Mr. Swanson indicated it is contingent on the arrival of materials, but

the preliminary schedule shows mid-April. That portion of the project will be headed by Flood Control, he noted.

Director Covington asked about budget and Mr. Swanson noted that approximately \$160,000 was allotted to this portion of the work including the tank site. To date, invoices received total approximately \$70,000 to \$75,000, but not all invoices have been received, Swanson explained. Mr. Jagers noted that additional invoices are anticipated, and the second phase of the project will include assuring the banks are straightened, some grading, and the foundation for the next tank using soils generated from the project. It is in line with the budget or better, he added.

Jagers advised that a letter from Flood Control has been received asking for the first \$1 million deposit on the overall contract cost. Swanson noted that communication has been good.

Director Hoffman observed that an annual average of 250 acre-feet received would result in cost savings of \$100,000 per year in imported water. It will take a few years to recoup the investment, he continued, but the other positive is that water is being saved that would otherwise be lost. He suggested communicating this to the ratepayers to share what is being done to conserve water. Mr. Jagers advised that the Communications Committee has put together a press release.

Jagers added that monies have been collected from developers for additional local water resources and this project is not intended to be funded by rates, but by those facilities fees deposits. Additional benefits to the community are the low total dissolved solids (TDS) rainwater being added to the Basin, which helps to mitigate some of the effects of higher TDS water, and the mitigation of flooding along Brookside Avenue.

4. Update of Storm Events from December 2021

Director of Engineering Swanson described the December 14 and December 23-26 storm events which yielded some significant mud and debris flows. Jagers added detail on District staff assistance with a road closure. Swanson further briefed the Board on specific areas of impact, damage, and repairs, and shared photos.

In addition to District staff, the general manager, assistant general manager and head of operations and maintenance for Flood Control were on site during the December 24 storm, Jagers noted. He added detail regarding preparation for the storm and subsequent repair work over the holidays.

In response to President Williams, Mr. Jagers explained that Flood Control is seeking a more permanent solution to the scouring of the flood channel, so movement of rocks and debris may take additional time.

Director Covington asked about retention of the debris for future use; Mr. Jagers explained it is not suitable.

Covington asked about the participation of the Riverside County Transportation Department (Transportation). Mr. Jagers noted their efforts were focused at the bottom side of Brookside Avenue to assure the bridge had no issues. The District needed to act to protect the exposed pipeline on Noble Street and maintain service, he explained. He assured that he has spoken with Flood Control General Manager

Jason Uhley regarding restoration of the channel, and said he will speak with him further. Jagers said he would continue to report under the District Local Emergency related to the fires. Director of Operations James Bean indicated that he had been in communication with Transportation.

Director Hoffman posited that the culvert under the road was no longer functioning and suggested a solution. Mr. Jagers indicated this is in process.

Swanson assured that the District is being as proactive as possible to protect facilities.

Covington asked about the status of Bogart Park. Jagers noted that the channel is wide and said he anticipated additional debris flows in the area. The damage did not look too bad, but an oak tree may be lost.

5. California Environmental Quality Act (CEQA) Statutory Exemption and Notice of Exemption for the Noble Tank Outlet and Noble Street Pipeline at Noble Creek Crossing – Emergency Scour Repairs located within the Community of Cherry Valley

Mr. Swanson reiterated that emergency repairs were made due to scouring. The CEQA process must start immediately. District staff has been in communication with Flood Control and they appear supportive of a permanent solution.

This item is to accept the findings of an emergency that must be repaired prior to the next storm, Swanson explained. Jagers explained the potential issues and proposed solution options, which will be vetted by professionals. He noted that the cooperation of Flood Control will be sought.

Vice President Ramirez asked about the need for a CEQA consultant. Mr. Jagers noted that various consultants have provided work for the District. A draft Request for Proposal has been written to procure on-call services more formally, he noted. Director Covington noted that if there are overlying issues, then District counsel Markman would advise. Mr. Markman concurred.

The Board accepted the findings of staff that the project is exempt from CEQA and directed staff to file the Notice of Exemption with the Riverside County Clerk of the Board for the following project:

Noble Tank Outlet and Noble Street Pipeline at Noble Creek – Emergency Scour Repairs located on Noble Street at Noble Creek, and within Noble Creek, south of Avenida Altura Bella in the community of Cherry Valley consisting of emergency repairs to existing 12-inch diameter Cement Mortar Lined and Coated (CML&C) domestic water line (Noble Street) and Noble Tank Overflow discharge point

by the following roll-call vote:

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

6. Status of Ongoing District Capital Improvement Plan Projects

General Manager Jagers explained this is a robust rollout of ongoing and upcoming projects. Many projects are at the end of the design phase, are ready for construction, and are being bid, he advised. This is a point where despite the uncertainty of the economy and the delayed acquisition of materials, a number of projects are ready to roll out, Jagers stated.

Jagers pointed out several projects that are moving forward and provided brief information.

Director Covington asked about Wells 1 and 2 at 10 percent completion. Mr. Jagers answered that design for well drilling is complete, but the contract has not been let. The design of the pumping facility is separate, and some drawings have been done, Jagers stated, acknowledging the desire for aesthetics matching the community.

7. Upcoming District Capital Improvement Plan Projects

General Manager Jagers advised that funding sources are being sought for the list of projects proposed in the near-term Capital Improvement Plan. Engineering and Accounting staff are assigned to participate in workshops to assure all opportunities are understood. Any potentials will be brought back to the Board, he assured.

Jagers pointed out that the contract with the grant writer expired, but a grant writing RFP will be released Monday.

Jagers indicated the intent to launch projects as a consultant-level design with money available from facilities fees and capital reserve replacements to get them on the shelf for available grant funding and to move forward on construction.

Director Covington requested the findings be compiled for the next engineering workshop and continued as an ongoing dialogue. He reminded that the bipartisan infrastructure act was signed in November and money is forthcoming. Jagers assured that staff is being proactive to assure no opportunities are missed.

8. Consideration of 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 Jagers reported that there is snow, but the state is not yet out of the woods. He noted that as of January 20, 2022, the State Water Project has upgraded from a zero percent allocation year to a 15 percent allocation, meaning 2,595 af is allocated to the San Geronio Pass Water Agency (SGPWA). The SGPWA is also working on securing spot water on the market, and has agreed to transfer approximately 500 af of water in their storage account to BCVWD. There is also approximately 1,700 af of Nickel water, and some carryover water stored in the San Luis Reservoir.

The State Water Project is using fairly conservative numbers, Jagers advised, and if the reservoir levels continue to increase the allocation may move higher.

Jaggers noted that the Drought Monitor indicated moderate drought in Riverside County; the landscape has changed to what it was a few months ago. This means that the decision time is approaching to gain understanding of what the next year looks like, he stated. Last year, the District took approximately 8,000 af from its storage account, which is moving the wrong way, he advised. The water was purchased to get through periods like this, he continued, but what it will look like next year is still up in the air. He said he hopes to have news in the near future, but said he does not believe the District is ready to implement drought surcharges today.

February and March are the area's historic wet periods, Jaggers continued. The situation bears watching, and dialogue will continue, he stated.

Director Slawson suggested the water shortage situation is already to the first stage. Mr. Jaggers pointed to the shortage levels and related drought implementation levels, but said it comes down to what is in storage and what is being used. The State has already asked for a 15 percent voluntary reduction by all communities, voluntary public demand reduction, and community outreach, Jaggers said, and indicated he thought that had already happened at the State level.

Water was purchased and stored for drought proofing, Jaggers pointed out, and was used for that last year. This is the year to decide what to do with the extra water purchased over the last three or four years, he stated, and whether action is warranted now, such as raising the rates with the drought surcharge. He said he did not feel comfortable today making that decision, but it will be discussed next month as more understanding is gained.

Director Covington asked about the annual maintenance shutdown for the State Water Project. Mr. Jaggers said it has been down due to the lack of water, and there are other significant repairs happening along the east branch. It may be March before water is delivered, he noted, and those deliveries are being coordinated.

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

General Manager Jaggers reported that the office is still closed to the public and the COVID-19 case numbers are still high. The percentage of positive tests are much higher, he advised. The City of Banning will be closed to the public until February 17, he said. As soon as it appears safe, the District will re-open to the public.

10. 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 reminded of the previous presentations and noted the continued situation. The District is working to protect facilities and service to customers, he assured. Unless the burn scar greens up, this is likely to last another year or two, he said.

11. Reports for Discussion

a. Directors' Reports:

Directors reported on the following:

- American Water Works Association: Lessons Learned from 2015 Drought webinar on 1/13/2022 (Ramirez, Slawson)
- CSDA webinar: Brown Act Refresher on 1/18/2022 (Ramirez, Slawson)
- National Integrated Drought Information System California-Nevada Winter Status Update webinar on 1/24/2022 (Ramirez)

b. Director General Comments:

President Williams commented that she appreciated the engineering question and answer meeting format.

Director Covington said he appreciated the work of staff to organize the virtual meetings and follow up actions.

Director Slawson advised that he attended the SGPWA meeting on January 24. A speaker from the Santa Ana Watershed Project Authority (SAWPA) was present and proposed a silver iodine cloud seeding program in the next two years and was seeking funding. Slawson indicated they may approach BCVWD about it. He voiced discomfort with the concept.

Director Slawson also reported that SGPWA Director Steve Lehtonen retired and there is a vacancy on the Board.

Slawson also attended the San Geronio Pass Regional Water Alliance where additional board vacancies were reported for High Valleys, and Cabazon.

c. General Manager's Report

Mr. Jagers posited that retired Director Steve Lehtonen had provided good service for the SGPWA.

He advised the Board that a representative from SAWPA at the SGPWA meeting advised of a cloud seeding pilot program. BCVWD has been approached, he advised, and said he had looked at the program. The program had been appropriately removed from the burn scar areas, he advised. Grant funding is being sought but it is not advisable for this area at this time. If the Board is interested, SAWPA can be requested to do a presentation; but Jagers recommended waiting for a year or two.

Jagers said he had initiated contact with the City of Beaumont (City) City Manager to restart the recycled water activities. Some paving projects have been happening and staff is paying attention, he said. To date, the City has not performed the 25-foot paving requirement as part of their own repair work, he advised. He intends to have dialogue with the City in the near future on the costs, and to try to obtain relief.

Jagers reported on the new facilities maintenance program and progress to date.

Jaggers reiterated the communication with the SGPWA and noted the priority to get water into the ground quickly when it is available.

d. Legal Counsel Report:

Mr. Markman reported that during a meeting on Sites Reservoir activities, the budding opposition from environmentalists was not discussed. An informational sheet on critical path and project pace seemed optimistic, he continued.

Markman noted that he had not heard about cloud seeding for decades, but reported reviewing a Sustainable Groundwater Management Act plan which included cloud seeding and building of facilities to catch the rain when it comes.

12. Topics for Future Meetings:

- Water supply for BCVWD and the region
- Matrix for delivery of recycled water
- Legal Counsel report on changes in Proposition 218
- Legal update on drought conditions in the west
- Maintenance costs at 800-hp well sites

13. Announcements

President Williams read the following announcements:

- Beaumont Basin Watermaster Committee: Wednesday, Feb. 2, 2022 at 11 a.m.
- Finance and Audit Committee Meeting: Thursday, Feb. 3, 2022 at 3 p.m.
- Regular Board Meeting: Wednesday, Feb. 9, 2022 at 6 p.m.
- Special Board Meeting: Tuesday, Feb. 23, 2022 at 5:30 p.m.
- Personnel Committee Meeting: Tuesday, Feb. 15, 2022 at 5:30 p.m. (Director Covington requested attendance of alternate Member Hoffman)
- District offices will be closed Monday, Feb. 21, 2022 in observance of Presidents Day
- Engineering Workshop: Thursday, Feb. 24, 2022 at 6 p.m.
- Collaborative Agencies Meeting: Wednesday, Mar. 2, 2022 at 5 p.m.

14. Adjournment

President Williams adjourned the meeting at 8:18 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

Director David Hoffman, Secretary
to the Board of Directors of the
Beaumont-Cherry Valley Water District



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 2i

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: Resolution 2022-__ : Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same

Staff Recommendation

Staff recommends that the Board:

Make the following findings so that meetings of the Board will be subject to the special Brown Act requirements for teleconference meetings: (1) the Board has reconsidered the circumstances of the COVID-19 state of emergency; and (2) state and local officials continue to recommend measures to promote social distancing, and

Adopt Resolution 2022-__ : Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same.

Summary

Staff has placed this item on the agenda so that the Board can continue to meet virtually pursuant to AB 361's special Brown Act requirements for teleconference meetings. These requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

The Board must make these findings every 30 days to continue the teleconferencing options. The previous Resolution 2022-01 was adopted on January 11, 2022.

The declared emergency is still in effect. Furthermore, the State of California and local officials have recommended measures to promote social distancing. The California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace.

Attachments

1. Resolution 2022-__ : Authorizing Public Meetings to be Held via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings and Determinations Regarding the Same

RESOLUTION 2022-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT AUTHORIZING PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e) AND MAKING FINDINGS AND DETERMINATIONS REGARDING THE SAME

WHEREAS, the Board is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19 and to support physical distancing during the COVID-19 pandemic; and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Board conduct its business; and

WHEREAS, pursuant to Assembly Bill 361, signed by Governor Newsom and effective on September 16, 2021, legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency in response to the COVID-19 pandemic (the “Emergency”); and

WHEREAS, the Centers for Disease Control and Prevention continue to advise that COVID-19 spreads more easily indoors than outdoors and that people are more likely to be exposed to COVID-19 when they are closer than six feet apart from others for longer periods of time; and

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the Board of Directors intends to hold public meetings via teleconferencing pursuant to Government Code Section 54953(e).

NOW, THEREFORE, the Board of Directors of Beaumont-Cherry Valley Water District resolves as follows:

Section 1. The Recitals provided above are true and correct and are hereby incorporated by reference.

Section 2. This Board hereby determines that, as a result of the Emergency, meeting in person presents imminent risks to the health or safety of attendees.

Section 3. This Board shall conduct its meetings pursuant to Government Code Section 54953(e).

Section 4. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. The District has reconsidered the circumstances of the state of emergency and finds that: (i) the state of emergency continues to directly impact the ability of the members to meet safely in person, and (ii) state or local officials continue to impose or recommend measures to promote social distancing.

ADOPTED this _____ day of _____, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

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

Director David Hoffman, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 2j

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Employment and Occupancy Agreements for District Residences

Staff Recommendation

For informational purposes only; no recommendation.

Background

On October 28, 2021 the Beaumont-Cherry Valley Water District's Board of Directors adopted Resolution 2021-19, amending the District Policy Manual to include a new policy, called Policy 5095 District Residences and Facility Emergency Policy.

Summary

The updated policy required that new Employment and Occupancy Agreements be created for the current and future residents of the District houses. The Board of Directors requested to view and file the updated agreements, once completed. The updated agreements are effective January 26, 2022, for all four residences.

Fiscal Impact

The monthly Maintenance Fee for each residence was increased, and staff collected security deposits and additional applicable fees. The Maintenance Fees will be used to fund maintenance for the Residences.

Attachments

1. Employment and Occupancy Agreement, Residence A
2. Employment and Occupancy Agreement, Residence B
3. Employment and Occupancy Agreement, Residence C
4. Employment and Occupancy Agreement, Residence D

Staff Report prepared by Sabrina Foley, Human Resources Coordinator



BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Ave., Beaumont, CA 92223

EMPLOYMENT AND OCCUPANCY AGREEMENT – AGENCY FACILITIES

This Employment and Occupancy Agreement ("Agreement") is made and executed effective:

Wednesday, January 26, 2022 by and between Beaumont-Cherry Valley Water District, an independent special district of the State of California (BCVWD or "DISTRICT"), and:

REDACT ("EMPLOYEE"), an individual.

PART I - RECITALS

1. BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. For the convenience of the DISTRICT, and in the best interest of the DISTRICT, BCVWD desires to engage the services of EMPLOYEE to perform duties as specified herein including in the Scope of Work with respect to said facilities and associated structures.
3. EMPLOYEE has the experience and qualifications necessary to perform required duties.
4. The purpose of this Agreement is to set forth the terms by which BCVWD has engaged EMPLOYEE to perform various duties at BCVWD's facilities located at:

9781 Avenida Miravilla

Cherry Valley, CA 92223

and other miscellaneous properties; and the terms and conditions under which EMPLOYEE shall occupy the residential premises owned by BCVWD ("Residence") located at:

9781 Avenida Miravilla, Cherry Valley CA 92223

5. The parties hereby acknowledge that EMPLOYEE shall pay \$481.25 per month which will accrue to pay for major maintenance of the DISTRICT-owned Residence. This amount will increase by an annual escalator equal to the District's cost-of-living wage adjustment up to a maximum adjustment of 3 percent on the first of the month following the 12-month anniversary date of this agreement, and annually thereafter.

REDACT

PART II - SCOPE OF WORK

1. **Location.** In consideration of occupancy of the DISTRICT-owned Residence ("Residence") at:
9781 Avenida Miravilla, Cherry Valley CA 92223:
2. **Residence.** EMPLOYEE shall reside full-time at the BCVWD above-identified Residence located on BCVWD property as part of the terms of this Agreement.
3. **Services to be Provided**
 - a. Effectively safeguard the DISTRICT property and facilities from trespassers and potential vandalism
 - b. Monitor property and facilities daily
 - c. Respond immediately to facilities nearest the Residence in the event of a natural disaster or other emergency
 - d. Perform the duties as outlined in Exhibit A, Scope of Work
 - e. EMPLOYEE's regular duties, responsibilities, and obligations are defined in, and are hereby incorporated by reference, in the EMPLOYEE's regular Job Classification Specification (job description).

4. Site/Facility Security

EMPLOYEE shall be alert to the fact that Edgar Canyon facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to BCVWD. All activity in and around the streams is prohibited. Guests of the EMPLOYEE are not allowed tours, nor will photography, videography, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than BCVWD management.

5. Compensation and Job Status

- A. EMPLOYEE's employment status under this Agreement shall be at-will and governed by the BCVWD Employees MOU and/or District Policy.
- B. EMPLOYEE shall observe adherence to all BCVWD Employee Rules and Regulations, Policies, and the Policies and Procedures Manual.
- C. EMPLOYEE's regular Job Classification Specification is attached as Exhibit B and such duties are in addition to the Scope of Work (Exhibit A) as the course of regular employment.

PART III - TERMS OF OCCUPANCY OF RESIDENCE

Occupancy by the EMPLOYEE is not a benefit of employment but is required due to the need for oversight of the BCVWD property.

1. Occupancy

- A. A Residence consisting of a 3 bedroom structure and detached garage are located on BCVWD's property in the area where EMPLOYEE performs work for BCVWD.

REDACT

- B. EMPLOYEE agrees that they carefully examined the Residence prior to occupancy, including the grounds and all buildings and improvements, and that the facilities are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. EMPLOYEE accepts occupancy of the Residence "as is."
- C. No Residential Tenancy Created. This Agreement does not establish a leasehold interest in the Residence or the property upon which the Residence is situated. This Agreement does not establish a landlord-tenant relationship between EMPLOYEE and BCVWD. The Residence is corporate housing provided to EMPLOYEE under a license as part of the position of EMPLOYEE. To the extent that any rights under California residency laws apply, EMPLOYEE hereby explicitly waives them.
- D. BCVWD recognizes the presence of occupants in said Residence is beneficial to BCVWD in terms of maintenance, security and emergency response. Accordingly, BCVWD shall permit EMPLOYEE and Family Members as defined in the District Residences and Facility Emergency Policy, if any, to occupy said Residence during EMPLOYEE's employment together with an appropriate monthly maintenance fee as well as exchange of the performance of certain associated job duties and activities set forth on Exhibit A – Scope of Work including but not limited to maintaining and securing the Residence in accordance with the terms established herein.
- E. The maximum occupancy of the Residence is two (2) persons per bedroom.
- F. EMPLOYEE may have guests in the Residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. At no time may the maximum occupancy (Section E, above) be exceeded. The same guest(s) or person(s) shall not exceed three (3) stays per year.
- G. Within two (2) days of any change, EMPLOYEE shall advise BCVWD of any additional inhabitants or change of inhabitants at Residence (including family or overnight guests and persons overnighing in any RV parked on the property) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

Occupant List

Date:

REDACT

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- H. The Residence shall be used as a private dwelling and will be occupied only by those persons named above. The Residence shall not be used for any other purposes without the consent of the General Manager.

REDACT

2. Rules.

A. Pets and animals.

- i. Under no circumstances shall EMPLOYEE maintain on the property wild or undomesticated animals, which are deemed as potentially dangerous by BCVWD.
 - ii. All animals in residence on BCVWD property are governed under Title 6 - Animals of the County of Riverside Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the Residence.
 1. Dogs must be properly and currently licensed, vaccinated and in compliance with the ordinances of the County of Riverside or County of San Bernardino.
 2. Proof of required vaccinations must be submitted prior to occupancy.
 - iii. All dogs must be specifically listed for coverage on the required liability insurance policy. Dog breeds disallowed for coverage by the insurer are not allowed on District property.
 - iv. Any animal declared by the County to be a public nuisance, noisy animal, potentially dangerous or dangerous, or vicious animal must be immediately removed from District property.
 - v. Any animal involved in an incident such as a bite or attack must be removed from District property regardless of the outcome or determination of any County investigation or action.
 - vi. All animals approved by BCVWD shall be quartered as deemed appropriate by BCVWD.
 - vii. Pets to be maintained indoors shall be subject to an additional Pet Deposit.
 - viii. Animals not in compliance with the above may be removed by DISTRICT.
- B. Fires. No fires shall be permitted on BCVWD property except in facilities such as wood burning stoves, fireplaces, the existing fire pit, or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no other open fires will be allowed.
- C. EMPLOYEE shall not permit anything dangerous, flammable, or explosive on the DISTRICT Property or within the Residential Unit.
- D. Firearms. Legal firearms/weapons and associated ammunition are permitted on BCVWD property as permitted by law.
- E. EMPLOYEE shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the DISTRICT Property without written permission from the General Manager or their designee.
- F. EMPLOYEE shall not allow unlawful use of the DISTRICT Property or Residential Unit.
- G. EMPLOYEE shall not operate or use the DISTRICT Property or Residential Unit in such a manner as to create a nuisance on the property.
- H. EMPLOYEE shall not grow, or allow others to grow, any crops on the DISTRICT Property or within the Residential Unit without prior written permission from the DISTRICT Manager.

REDACT

- I. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules with regards to illegal drugs or substances.

3. Utilities

A. Provided by BCVWD free of charge to the Residence:

i. Septic tank service and routine related maintenance (normal wear and tear)

1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.
2. Employee-Occupant acknowledges receipt of the guide "Dos and Don'ts of the Septic System" and understands the information.
3. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant.

ii. Pest control

1. Pest control shall be provided upon request as needed for interior of Residence and garage.
2. Pest control shall be provided upon recommendation by annual inspection as needed.

B. To be reimbursed to the District upon receipt of bill:

i. Propane gas

1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.

ii. Electricity

1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.

C. To be established and provided by EMPLOYEE at their discretion:

i. Telephone service

ii. Internet service

iii. Television (cable or satellite)

D. Trash removal: There is no trash pick-up service for the Residence. EMPLOYEE will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.

E. Water Service: A flat rate for water service will be collected with the monthly maintenance fee, based on eight (8) units of water use including any pass-through charges (imported water, electrical, etc.) and meter fees. The flat rate will be adjusted per any change in BCVWD's approved rates.

4. Maintenance

A. EMPLOYEE Responsibility

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- a. EMPLOYEE shall maintain cleanliness and order of both the interior and exterior areas of said Residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- b. EMPLOYEE shall maintain the lawn, front and back yards of the Residence as applicable.
- c. EMPLOYEE shall make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - i. Minor repairs would include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, and the like
 - ii. Maintenance of furniture, fixtures and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weather stripping, toilet seats, and the like
- d. Under no circumstances shall EMPLOYEE make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping or property without first obtaining written authorization from BCVWD.
- e. All permitted modifications, additions, or improvements and any fixtures installed by EMPLOYEE shall be the property of the DISTRICT.
- f. Requests for repair, maintenance items or improvements to the Residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
- g. EMPLOYEE is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.

B. BCVWD Responsibility

- a. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the EMPLOYEE or occupants otherwise beyond normal wear and tear (in which case, EMPLOYEE will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for all interior, exterior and replacements as specified below:
 - i. All Residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. All exterior maintenance, roof repair, wood trim and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to Residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit.

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- ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
- x. All requests for maintenance of any of the aforementioned shall be directed to BCVWD, and subsequent follow-up and approval of work shall be solely at the discretion of BCVWD.

5. Unauthorized Individuals/Trespassers

- A. In the event EMPLOYEE encounters or observes trespassers on BCVWD properties, EMPLOYEE shall:
 - (i) Inform said trespasser that they are trespassing on BCVWD property and request they vacate.
 - (ii) If the trespasser refuses to cooperate when asked to vacate, EMPLOYEE shall notify BCVWD management and the Sheriff's Department. Under no circumstance shall EMPLOYEE use force, brandish weapons or provoke violence. BCVWD shall be notified of all incidents involving trespass no later than the next working day.
 - (iii) EMPLOYEE shall not grant access to BCVWD facilities by non-DISTRICT personnel, nor shall EMPLOYEE grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained from the General Manager.

6. Vehicles

All vehicles stored at Residence area must be operable and must meet applicable State of California emissions requirements. BCVWD reserves the right to limit the number of vehicles stored on property if BCVWD deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to BCVWD structures, facilities, or personnel. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

- a. Passenger vehicles and trucks may be parked on the property
- b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, registered domestic partner, or other licensed driver residing on the property and listed on the Occupant List. Valid registration tags must be displayed
- c. No commercial vehicles other than the employee's assigned District vehicle, or other by permission of the General Manager only
- d. RVs

One Recreational Vehicle (RV) of any size may be parked on the property.

The RV may be occupied by no more than two persons on a temporary basis for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. The same guest(s) or person(s) shall not exceed three (3) stays per year)

The RV must adhere to all applicable County ordinances

The RV must be in in operable condition, currently registered in the State of California with current valid tags displayed

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- e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles

These types of other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street

7. Smoke and Carbon Monoxide Detectors.

EMPLOYEE acknowledges and agrees that smoke and carbon monoxide detectors are in place and are operational. EMPLOYEE agrees to test the smoke and carbon monoxide detectors at least once a month. If the detectors are battery powered, EMPLOYEE agrees to replace the batteries at least annually. If, after replacing the batteries, the smoke and carbon monoxide detectors do not work, EMPLOYEE agrees to inform the DISTRICT immediately. If the detectors are not battery powered, EMPLOYEE agrees to inform the DISTRICT immediately of any malfunction.

8. Demand to Vacate Premises

BCVWD reserves the right to require the EMPLOYEE to vacate the premises in the event of a disaster or life-threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the EMPLOYEE and related occupant(s) of the Residence. EMPLOYEE and any related occupants will, without argument, abandon the property immediately upon the verbal request of the BCVWD General Manager (or designated spokesperson), or a Department Head. EMPLOYEE and related occupants shall not return to the property until authorization is given by any one of the above named BCVWD representatives.

9. Personal Property

- A. EMPLOYEE shall have sole responsibility for the personal contents of the property.
- B. Insurance. EMPLOYEE shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. EMPLOYEE understands, acknowledges and agrees that neither the forgoing assets nor any other property of EMPLOYEE shall be covered under and insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the EMPLOYEE and BCVWD named additional insured.
- C. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- D. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee
- E. DISTRICT is not responsible for EMPLOYEE'S personal property. In the event that EMPLOYEE'S personal property or equipment on the DISTRICT Property is damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. EMPLOYEE does hereby release and waive on behalf of itself and any insurer by subrogation or

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otherwise, all claims against DISTRICT on account of any loss or other casualty to EMPLOYEE'S personal property or equipment whether or not such loss or other casualty shall have resulted in whole or in part from the negligence of DISTRICT. This clause is intended as a complete release of liability in favor of DISTRICT without limitation for all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

10. Access to Residence

BCVWD reserves the right to enter the property at its discretion by written 24-hour notice in a non-emergency situation, or with no notice in the event of an emergency related to, but not limited to, a natural disaster, serious illness or accident, or a situation where there is just cause to believe a harmful or life-threatening situation may exist.

11. Termination of Employment and Occupancy

- A. EMPLOYEE acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, EMPLOYEE's right to use and occupy the Residence will also terminate.
- B. In connection with termination by BCVWD of EMPLOYEE's employment, EMPLOYEE agrees to vacate the Residence on the earlier of:
 - 1. Forty-five (45) days following written notice from BCVWD to vacate the Residence; or
 - 2. Thirty (30) days following the date upon which EMPLOYEE's employment with BCVWD is terminated.
- C. If EMPLOYEE remains in the Residence following expiration of the period described above. EMPLOYEE will be liable to BCVWD for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and BCVWD may utilize all legal rights and remedies to cause EMPLOYEE's occupancy of the Residence to be terminated.
- D. Occupancy of the DISTRICT-owned Residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.
- E. Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The EMPLOYEE will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, the personal property will be considered abandoned and will be disposed of. Any fixtures installed by the EO become the property of the District

12. Indemnification and Hold Harmless

- A. BCVWD shall be indemnified against any personal loss, damage, theft or injury suffered by EMPLOYEE during the term of this service contract and occupation of the DISTRICT-owned Residence. EMPLOYEE agrees to indemnify and hold harmless BCVWD for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the DISTRICT's property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by EMPLOYEE or family or guests of EMPLOYEE.
- B. The term BCVWD and Beaumont-Cherry Valley Water District as used in this Agreement shall include employees, board members, agents, and representatives where the context requires or permits. The term "EMPLOYEE" as used in this Agreement shall include guest(s), heirs, successors, assigns, invitees, representatives and other persons on the property

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during EMPLOYEE's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

13. Assignment of Agreement

Under no circumstance shall the EMPLOYEE assign the terms of this agreement to any other individual. EMPLOYEE shall have no right to assign, or otherwise transfer this Employment and Occupancy Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than EMPLOYEE of all or any part of the premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Employment and Occupancy Agreement.

14. Term of this Agreement

The term of this Agreement shall be for a period of two (2) years from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

15. Default.

A party shall be deemed to be in default under the terms of this Employment and Occupancy Agreement if a party shall fail to promptly perform or observe any covenant, condition or responsibility to be performed by any party under this Employment and Occupancy Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform their obligation under this Employment and Occupancy Agreement and specifying the action that must be taken to cure the claimed nonperformance.

16. Surrender or Abandonment.

If at any time during the Term of this Agreement, EMPLOYEE abandons the DISTRICT Property or any part thereof, DISTRICT automatically obtains possession of the Residential Unit without becoming liable to EMPLOYEE for damages or for any payment of any kind whatever. DISTRICT shall consider any personal property belonging to EMPLOYEE and left on the Property to also have been abandoned, in which case DISTRICT may dispose of all such personal property in any manner DISTRICT shall deem proper and DISTRICT is hereby relieved of all liability for doing so. EMPLOYEE agrees that upon surrender or abandonment, DISTRICT shall not be liable or responsible for storage or disposition of EMPLOYEE'S personal property.

17. Remedies.

In the event of a default by a party, the non-defaulting party without further notice to the defaulting party shall have all available remedies provided by law or equity.

18. General Provisions

- a. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addresses as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or EMPLOYEE have a change of address, the other party shall be immediately notified as provided in this paragraph of such change.

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9781 Avenida Miravilla

Cherry Valley, CA 92223

BCVWD
Beaumont-Cherry Valley Water District
P.O. Box 2037
Beaumont, CA 92223

- b. No verbal or oral agreement, promises, or understandings shall be binding upon either BCVWD or EMPLOYEE and any modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c. This Agreement shall be binding on and shall inure to the benefit of heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.
- d. In the event of litigation arising out of this Agreement, or the performance thereof, the Court shall award attorneys' fees to the justly entitled party.
- e. Should any part, clause, provision or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f. A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional agreements, documents, instruments and all such further assurances and will do or cause to be done further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes of this Agreement.
- g. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h. No failure by either BCVWD or EMPLOYEE to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
- i. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and EMPLOYEE, and no provisions contained in this Agreement not any acts of the parties shall be deemed to create any relationship between BCVWD and EMPLOYEE other than the relationship of employer and employee.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is

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attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.

- k. All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date first written above.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DATED:

11/13/2022

[Signature]
DAN JAGGERS, GENERAL MANAGER

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EMPLOYEE, _____: I have read and agree to comply with the terms of this Employment and Occupancy Agreement and the Scope of Work (Exhibit A) as may be amended from time to time. I understand that failure to comply with the terms of the Agreement will result in the Agreement being terminated and my having to vacate the DISTRICT-owned Residence.

Upon signing this Agreement, I agree to pay the DISTRICT the first month's (monthly) maintenance fee of \$481.25,

a Security Deposit of \$ 1,443.75, and a Pet Deposit of \$100.00 (if applicable). This Deposit shall be held by the DISTRICT as security for EMPLOYEE'S unpaid monthly maintenance fee, any utilities outstanding, damages and situations beyond normal wear and tear, and the full and timely performance by EMPLOYEE of EMPLOYEE'S obligations under this Agreement, including cleaning, maintaining and repairing the Residence after termination of this Agreement.

I understand and agree to all of the above terms and conditions.

DATED:

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EMPLOYEE - OCCUPANT SIGNATURE

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PRINT NAME

Residence: 9781 Avenida Miravilla, Cherry Valley CA 92223
(ADDRESS)

FOR OFFICE USE ONLY			
Monies Received			
Security Deposit	Amount	Received By	Date
	\$1,443.75	REDACT	

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Pet Deposit	Amount	Received By	Date
		REDACT	
Advance (monthly) maintenance fee	Amount	Received By	Date
	\$481.25	REDACT	

Attachments	Received (Date)	EMPLOYEE Initials
Exhibit A – Scope of Work	REDACT	
Exhibit B - EMPLOYEE's Job Classification Specification		
Exhibit C – BCVWD District Facilities and Emergency Policy		
Exhibit D – List of Residents at Property (to be updated annually)		
Exhibit E – “Dos and Don'ts of the Septic System”		
Documents provided to District	Received (Date)	District acknowledgment
1. Vaccination records of pets to be maintained on the property	REDACT	
2. Liability Insurance declarations page		
3. Personal Property insurance declarations page		

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT A – SCOPE OF WORK

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Employee-occupants may expect to perform other related similar duties. All items described in this Scope of Work will be conducted in addition to the responsibilities of the employee's regular job description/classification description. Some of the responsibilities include, but are not limited to, the following:

- Provide passive security and safeguard the District's facilities from trespassers and potential vandalism.
 - In the event employee encounters or observes trespassers on BCVWD properties:
 - Inform said trespasser that they are trespassing on BCVWD property and request that they vacate.
 - If the trespasser refuses to cooperate when asked to vacate, notify BCVWD management and the Sheriff's Department. Under no circumstance use force, brandish weapons, or provoke violence. Notify BCVWD of all incidents involving trespass no later than the next working day.
 - Do not grant access to BCVWD facilities to non-District personnel, and do not grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained by the General Manager.
- Monitor property and facilities daily.
- Respond immediately to facilities nearest the residence in the event of a natural disaster or other emergency.
- Provide mutual response in conjunction with other public agencies in the event of a major and/or natural disaster.
- Maintain cleanliness and order of both the interior and exterior areas of Residence structures, as well as the surface of the surrounding roadway.
- Maintain the landscaping of the front and back yards of the Residence as applicable.
- Make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - Minor repairs include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, etc.
 - Maintenance of furniture, fixtures, and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weatherstripping, toilet seats, etc.
- Test smoke and carbon monoxide detectors at least monthly and replace batteries at least annually.
- Alert District management of defective or dangerous conditions at the property or surrounding area immediately upon discovery.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT B – EMPLOYEE'S JOB CLASSIFICATION SPECIFICATION

Department: Operations
Salary Range

FLSA Status: Non-Exempt
Effective Date: February 18, 2016

Required at time of appointment: CDL

Commercial Drivers License

WATER UTILITY PERSON III

JOB SUMMARY

Under general supervision, positions in the Utility Person III classification perform the full range of maintenance, installation, and repair assignments with minimal supervision and training and provide coordination and work direction for a field crew and training for less experienced staff.

DUTIES AND RESPONSIBILITIES

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.

- Provides work direction and training to a field maintenance, repair, and installation crew.
- Installs, tests, and repair meters, using a variety of equipment.
- Repairs meter services such as gate valves, meter connections, angle stops, service pipes, and corporation stops.
- Performs field maintenance on meters by changing glasses, repacking stems, and rearranging boxes.
- Cleans weeds and bushes and trims trees on meter services.
- Performs a variety of maintenance and repair on water distribution systems and lines.
- Assists contractors and representatives of other utilities with the location of District service lines.
- Contacts customers regarding high bills and field test meters.
- Responds to customer complaints regarding low pressure, high pressure, and water quality.
- Performs field work on positive displacement, turbine, flow, and compound meters.
- Cleans dead-end lines by discharging water until no apparent, odor, taste, or color exists.
- Performs leak tests to locate leaks in service lines.
- Installs laterals.
- Shuts services off, seals services, and/or removes meters, as directed.
- Collects water quality samples for laboratory testing.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

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Other Duties

- Collects water quality samples for laboratory testing.
- Shuts down main-lines in emergencies.
- Distributes customer notices.
- Performs related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

- Methods, materials, and equipment used in water service installation, maintenance, and repair work.
- Installation, maintenance, repair, and testing of water meters.
- District policies and procedures related to customer services and customer relations.
- Proper work safety standards.
- Principles and practices of work direction, coordination, and training. Ability to:
- Perform and direct skilled work assignments in the installation, maintenance, and repair of water service systems and District facilities.
- Provide work direction, coordination, and training for other staff.
- Perform skilled installation, servicing, and repair of meters.
- Operate motor vehicles and power-driven equipment used in water service work.
- Deal tactfully and courteously with the public.
- Follow oral and written directions.

Typical Physical Activities

- Operates and works in direct vicinity of vehicles and equipment in water facilities construction, maintenance, and repair work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

Work is performed outdoors in hot or cold weather under dusty, noisy conditions. Temperature extremes will vary depending on the seasonal exposure. There is occasional exposure to fumes, odors, dusts, gasses and chemicals (such as solvents), and to allergy causing agents (such as poison oak, grasses and insect bites). Equipment that is used on the job presents an exposure to moving and/or vibrating machinery with occasional mechanical and electrical hazard and possible abrasion and contusion.

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Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions.

Hearing: Adequate to hear under both quiet and noisy conditions with the ability to distinguish from which direction a sound is coming.

Vision: Adequate near vision for activities as: reading plans and specifications. Visual color discrimination is necessary for such activities as setting grade markers.

Coordination & Dexterity: Finger dexterity to work accurately with small hand tools and machine parts; arm-hand steadiness adequate to operate hand tools and machinery. Coordination and balance to work on uneven surfaces. Must be able to bend, stretch and reach.

Physical Strength: Must have muscle force to lift, push, pull and carry heavy objects and the trunk strength for repeated bending, twisting, squatting or pulling for purposes of removing and transporting objects weighing up to 50 Pounds.

1. Exposure to the sun: 80% to 100% work time spent outside a building and exposed to the sun.
2. Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground. May be required to climb water tanks and other facilities up to 40 feet above the ground.
3. High temp: Considerable work time in hard manual labor in temperatures between 80-100+ degrees.
4. Humidity: Work in areas with unusually high humidity.
5. Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet. Noise: Occasionally there are unusually loud sounds.
6. Slippery surfaces: Occasional work on unusually slippery surfaces.
7. Oil: Some parts of the body in contact with oil or grease occasionally.
8. Dust: Works in or around areas with minor amounts of dust.
9. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Training and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to completion of twelfth grade, and

Experience: Three years of responsible work experience in the installation, maintenance, and repair of water service systems and meters, including some experience with field customer relations work.

License Certificate Registration Requirement

Driver License: Possession of a valid California Commercial Driver License (CDL) is required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

General Certifications: **Possess and maintain** a Water Distribution Operator D-3 and Water Treatment Plant Operator T-2 certification issued by the California State Health Department. Certification(s) need to be finished and obtained either at date of hire or within an acceptable period of time, not to exceed 90 days from hire. Such as: CalOSHA Safety Certification, etc.



BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT C – DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

POLICY TITLE: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY
POLICY NUMBER: 5095

5095.1 **Purpose.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley, and unincorporated areas within Riverside and San Bernardino Counties.

5095.2 **Properties.** District-owned residence properties include 4 separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs, and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.

5095.3 **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.

5095.4 **Local Emergencies include:**

1. Acts of vandalism
2. Security breaches
3. Power failures
4. Operational failures
5. Floods
6. Fires
7. Earthquakes
8. Monitor damage caused by wildlife
9. Other natural or human-caused emergencies

5095.5 **Regional Emergencies.** It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.

5095.6 **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

5095.7 **Non-Employee Occupancy.**

1. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private or public agency tenant on a 12-month basis at fair market value.
2. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.
3. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

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5095.8 **Occupancy of District-Owned Residences.** Occupancy of District-owned residences is provided for the convenience of BCVWD.

1. The Employee-Occupant is required to accept this lodging as a condition of employment.
2. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
3. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise
4. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
5. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence. The monthly maintenance fee will contain an annual escalator equal to the District annual cost-of-living adjustment up to a 3 percent maximum to be triggered at the 12-month anniversary date of the Employment and Occupancy Agreement.
6. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on 3 times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out, unless deductions are necessary for:
 - a. Default on payment of the monthly maintenance fee
 - b. Default on reimbursement for electric or propane service
 - c. Damage in excess of normal wear and tear
 - d. Cleaning due to excessive filth / trash / debris

5095.8 **Responsibilities.**

1. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
2. The primary responsibilities of the Employee-Occupant residing in a District-owned residence include but are not limited to:
 - a. Safeguarding property and facilities from trespassers and potential vandalism
 - b. Monitoring property and facilities daily
 - c. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
3. Management will provide procedures for the Employee-Occupant to follow for situations that may occur, to be included in the Scope of Work document
4. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

5095.9 **Occupancy.**

1. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of BCVWD property.
2. During Employee's employment, Employee-Occupant's immediate family (spouse or Registered Domestic Partner, and their children) may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.
3. Maximum occupancy of District-owned residences is 2 persons per bedroom.

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4. Employee may have guests in the residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than 2 guests at any one time. At no time may the maximum occupancy be exceeded. The same guest(s) or person(s) shall not exceed 3 stays per year.

5. Employee may have up to 2 pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e., horses). Pets to be maintained indoors shall be subject to an additional Pet Deposit.

6. All animals in residence on BCVWD property are governed under Title 6 of the Riverside County Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.

7. Copies of proper vaccination records must be submitted to the District for all animals prior to locating them on the premises.

8. Employee-Occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCVWD as an additional insured.

9. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

a. Passenger vehicles and trucks may be parked on the property.

b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or licensed driver residing on the property. Valid registration tags must be displayed.

c. No commercial vehicles other than the Employee-Occupant's assigned District vehicle, or other by permission of the General Manager only

d. Recreational Vehicles (RVs). One RV of any size may be parked on the property.

i. The RV may be occupied by no more than 2 persons on a temporary basis (not to exceed 14 days in a 30-day period).

ii. The RV must be in compliance with all applicable County ordinances.

iii. The RV must be in operable condition, currently registered in the State of California with current valid registration tags displayed.

e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street.

f. Variances to the above policies may be made at the discretion of the General Manager. All variance requests must be submitted in writing to the General Manager.

5095.10 Utilities.

1. Provided by BCVWD free of charge to the residence:

a. Septic tank service and routine related maintenance (normal wear and tear)

i. Employee-Occupant must acknowledge that the residence is on a septic system and agree to properly use and care for the system including drains and laterals.

ii. Employee-Occupant must acknowledge receipt of the guide "Dos and Don'ts of the Septic System" and understanding of the information

iii. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant

b. Pest Control.

i. Pest control shall be provided upon request as needed for interior of residence and garage.

ii. Pest control shall be provided upon recommendation by annual inspection as needed.

2. To be reimbursed by the Employee-Occupant to the District. Employee shall be responsible for payment within 15 days of presentation of invoice or bill by the District:

a. Propane gas

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- b. Electricity
- 3. To be established and provided by Employee-Occupant at their discretion:
 - a. Telephone service
 - b. Internet service
 - c. Television (cable or satellite)
- 4. Trash removal. There is no trash pick-up service for the residence. Employee-Occupant will be responsible for daily removal of trash to an appropriate waste management site. Residence trash may be disposed of in dumpsters at District facilities.
- 5. Water. A charge equivalent to the cost of 8 units of water representing indoor household use, inclusive of any pass-through charges (imported water, electrical, etc.) and meter fees as adopted by the Board as current rates will be included in the calculation of the monthly maintenance fee.

5095.11 Maintenance: BCVWD responsibility:

- 1. BCVWD shall perform or cause to be performed by a qualified contractor an inspection of the Residence and property to determine any maintenance needs every three years or as determined by the General Manager.
- 2. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:
 - i. All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors, and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. Exterior maintenance: roof repair, wood trim, and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
 - ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.

5095.12 Insurance.

- 1. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- 2. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least 30 days written notice of such revision, cancellation or reduction shall have been given to Employee.
- 3. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee-Occupant as additional insured.

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4. Employee-Occupant shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. Employee-Occupant understands, acknowledges and agrees that neither the forgoing assets nor any other property of Employee-Occupant shall be covered under an insurance policy held by BCVWD. The insurance policy shall be issued under the name of the Employee-Occupant and BCVWD named additional insured.

5095.13 Termination of Employment and Occupancy

1. Employee's right to use and occupy a District-owned residence is a condition of employment, subject to review, and is on a periodic basis.

2. Upon termination of employment, the right is also terminated.

3. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon 45 days' written notice.

4. Vacation of premises will occur on the earlier of:

a. 45 days following written notice from BCVWD to vacate the residence; or

b. 30 days following the date upon which Employee's employment with BCVWD is terminated.

5. Removal of Employee-Occupant's personal property from residence: Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The Employee-Occupant will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, all personal property will be considered abandoned and will be disposed of. Any fixtures installed by the Employee-Occupant become the property of the District.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT D – LIST OF RESIDENTS AT PROPERTY

Occupant List

Date:

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT D – DOS AND DON'TS OF THE SEPTIC SYSTEM

CSRD's ONSITE SEPTIC SYSTEM HOMEOWNERS GUIDE

Do's and Don'ts

What you put into your septic system greatly affects its ability to do its job. Remember, your septic system contains living organisms that digest and treat waste. As a general rule of thumb, do not dispose of anything in your septic system that can just as easily be put in the trash. Your system is not designed to be a garbage can and solids build up in the septic tank that will eventually need to be pumped. The more solids that go into the tank, the more frequently the tank will need to be pumped, and the higher the risk that problems will arise.

By educating everyone in your household about what is and what isn't good for septic systems, you can save a lot of money and headaches, while prolonging the life of your system and the health of your family, property and the environment.



Installation

Do

- ✓ If you're planning an addition that adds more than 15 per cent to your home's floor area, increases the number of bedrooms, or increases the number of plumbing fixtures, you may need to enlarge your septic system.
- ✓ If you plan an addition or renovation that involves an increase in the use of your septic system and a building permit is required for the addition or renovation, the CSRD will require a stamped and signed letter from an Authorized Person stating that the existing septic system is sufficient to accommodate the increase wastewater.
- ✓ Use professional licensed onsite contractors when needed.

Don't

- ✗ Don't expand the size of your residence, add a basement suite, or start a business (e.g. daycare) without adjusting the size of your septic system.
- ✗ Don't attempt to install or repair your septic system without the involvement of a Registered Onsite Wastewater Practitioner or a Qualified Professional.
- ✗ Don't make or allow repairs to your septic system without obtaining any required permits.

Your Drainfield: It's not a parking lot!

Do

- ✓ Watch for settlement that might direct water onto the drainfield.
- ✓ Keep the area grassed to promote evaporation and avoid erosion.

Don't

- ✗ Don't allow vehicles to drive over the drainfield area or park on it.
- ✗ Don't plant any trees or shrubs on or near the bed; their roots can clog pipes.
- ✗ Don't drain downspouts, sump pumps, etc. down the septic system.
- ✗ Don't alter drainage features without consideration for impacts to the disposal field.
- ✗ Don't build over the drainfield or cover it with a hard surface such as asphalt, brick or patio stones.
- ✗ Don't excessively water the lawn over the drainfield area.
- ✗ Don't install automatic lawn sprinklers in the area.

System Maintenance

Do

- ✓ Do learn the location of your septic tank and drainfield. Keep a sketch of it handy with your maintenance record for service visits.
- ✓ Do keep your septic tank cover accessible for inspections and pumping. Install risers if necessary.
- ✓ Do have an Authorized Person design a maintenance plan for your system.
- ✓ Do have your septic system inspected annually.
- ✓ Do ensure you have an effluent filter installed on your septic tank to reduce the amount of solids leaving the tank and to increase the life of your system.
- ✓ Do have your septic tank pumped out by an ROWP approximately every three to five years, or as often as is appropriate for your system.
- ✓ Do call a professional whenever you experience problems with your system, or if there are any signs of system failure.
- ✓ Do keep a detailed record of repairs, pumping, inspections, permits issued, and other maintenance activities.

Don't

- ✗ Don't access or enter a septic tank.
- ✗ Don't use septic tank additives.

Waste: Your Septic System is not a garbage can!

Do

- ✓ Dispose of solids appropriately. The only things that should be flushed down the toilet are wastewater and toilet paper.
- ✓ Dispose of chemicals and fuels at approved waste sites.
- ✓ Dispose of grease with the regular garbage. In addition, a grease interceptor between the kitchen sink and the septic tank is often recommended.
- ✓ Use household cleaners such as bleach, disinfectants, and drain and toilet bowl cleaners in moderation and only in accordance with product labels. Overuse of these products can harm your system. See list of alternative cleaners in this guide.
- ✓ Return leftover medications to your pharmacy. Also be aware that human wastes from people on medication (e.g. antibiotics) can affect the performance of your septic system and may require more frequent pumping of your tank.

Don't

- ✗ Do not put cigarette butts, paper towels, sanitary tampons, condoms, disposable diapers, anything plastic or similar non-biodegradables into a septic tank system.
- ✗ Avoid washing food scraps, coffee grinds, and other food items down the drain. Avoid using a garbage disposal to dispose of kitchen wastes. In-sink garbage disposal units can increase sludge accumulation by 40 per cent.
- ✗ Never put oil, gasoline, paint thinners, solvents, photographic chemicals, weed or insect killers down the drain. They can poison your septic system and possibly threaten water supplies for your whole neighbourhood. Even latex paint is unhealthy for your septic system.
- ✗ Don't put cooking grease down the drains. It can solidify and clog pipes.
- ✗ Don't use chemical drain cleaners or chemical-based cleaning products.
- ✗ Don't dispose of pharmaceuticals down your drains or toilets.

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Do's and Don'ts continued

Bathroom

Do

- ✓ Install water-saving toilets or install toilet dam devices to reduce water use per flush. Low-flush toilets use 1.6 gallons per flush compared to the three to five gallons used by conventional toilets.
- ✓ Reduce the number of times you flush your toilet with multiple uses before flushing.
- ✓ Install water-saving features in faucets and shower heads. These devices can reduce water use by up to 50 per cent.
- ✓ Fix all leaking faucets and toilets immediately. A toilet that continues to run after flushing could be wasting 20-40 litres per hour – enough water to fill a swimming pool in a year. Leaks can cost you up to \$240 per year.
- ✓ Take shorter showers. Shortening your shower time to 5 minutes or less can save up to 40 litres of water each time you shower.

Don't

- ✗ Don't let taps flow unnecessarily.
- ✗ Do not let the water run while washing hands, shaving or brushing your teeth. You can save up to 22 litres of water per use!

Kitchen Sink

Do

- ✓ Compost kitchen wastes (organic matter) instead of using a garbageator.
- ✓ Scrape dishes into the garbage instead of the sink.
- ✓ Use a drain catcher to stop food bits from going down the drain.

Laundry

Do

- ✓ Buying a new washing machine? Look for appliances that display the Energy Star symbol. Newer energy-efficient clothes washers use 50 percent less water than a standard model. Side-loading machines use up to 40% less water than top-loading machines.
- ✓ Run washing machines and dish washers only with full loads. Alternatively, select the proper load size for your washing machine. Washing small loads of laundry with large quantities of water is a waste of both water and energy.
- ✓ Spread water loading. Instead of washing four loads of laundry in one day, do one or two loads a day. If you're expecting a large crowd, reduce water use for a few days before the guests arrive.
- ✓ Cool hot tub water and drain onto turf or landscaped areas of your property well away from the septic tank, drainfield and house in accordance with local regulations.

Don't

- ✗ Avoid caustic drain openers and cleaners.
- ✗ Avoid water softeners. Some needlessly pump hundreds of gallons of water into the septic system all at once. Water softeners also remove hardness by using a salt to initiate an ion exchange. The backwash to regenerate the softener flushes pounds of this used salt into the septic system. Studies have shown that water softener brine regeneration wastes not only harm the bacteria in the wastewater treatment system, they can also cause the septic tank itself to discharge greater concentrations of solids, grease, and oil into the dispersal field.



BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Ave., Beaumont, CA 92223

EMPLOYMENT AND OCCUPANCY AGREEMENT – AGENCY FACILITIES

This Employment and Occupancy Agreement ("Agreement") is made and executed effective:

Wednesday, January 26, 2022 by and between Beaumont-Cherry Valley Water District, an independent special district of the State of California (BCVWD or "DISTRICT"), and:

REDACT

("EMPLOYEE"), an individual.

PART I - RECITALS

1. BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. For the convenience of the DISTRICT, and in the best interest of the DISTRICT, BCVWD desires to engage the services of EMPLOYEE to perform duties as specified herein including in the Scope of Work with respect to said facilities and associated structures.
3. EMPLOYEE has the experience and qualifications necessary to perform required duties.
4. The purpose of this Agreement is to set forth the terms by which BCVWD has engaged EMPLOYEE to perform various duties at BCVWD's facilities located at:

12303 Oak Glen Rd.

Yucaipa, CA 92223

and other miscellaneous properties; and the terms and conditions under which EMPLOYEE shall occupy the residential premises owned by BCVWD ("Residence") located at:

12303 Oak Glen Rd., Yucaipa CA 92223

5. The parties hereby acknowledge that EMPLOYEE shall pay \$830.16 per month which will accrue to pay for major maintenance of the DISTRICT-owned Residence. This amount will increase by an annual escalator equal to the District's cost-of-living wage adjustment up to a maximum adjustment of 3 percent on the first of the month following the 12-month anniversary date of this agreement, and annually thereafter.

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PART II - SCOPE OF WORK

1. **Location.** In consideration of occupancy of the DISTRICT-owned Residence ("Residence") at:
12303 Oak Glen Rd., Yucaipa CA 92223:
2. **Residence.** EMPLOYEE shall reside full-time at the BCVWD above-identified Residence located on BCVWD property as part of the terms of this Agreement.
3. **Services to be Provided**
 - a. Effectively safeguard the DISTRICT property and facilities from trespassers and potential vandalism
 - b. Monitor property and facilities daily
 - c. Respond immediately to facilities nearest the Residence in the event of a natural disaster or other emergency
 - d. Perform the duties as outlined in Exhibit A, Scope of Work
 - e. EMPLOYEE's regular duties, responsibilities, and obligations are defined in, and are hereby incorporated by reference, in the EMPLOYEE's regular Job Classification Specification (job description).
4. **Site/Facility Security**

EMPLOYEE shall be alert to the fact that Edgar Canyon facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to BCVWD. All activity in and around the streams is prohibited. Guests of the EMPLOYEE are not allowed tours, nor will photography, videography, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than BCVWD management.
5. **Compensation and Job Status**
 - A. EMPLOYEE's employment status under this Agreement shall be at-will and governed by the BCVWD Employees MOU and/or District Policy.
 - B. EMPLOYEE shall observe adherence to all BCVWD Employee Rules and Regulations, Policies, and the Policies and Procedures Manual.
 - C. EMPLOYEE's regular Job Classification Specification is attached as Exhibit B and such duties are in addition to the Scope of Work (Exhibit A) as the course of regular employment.

PART III - TERMS OF OCCUPANCY OF RESIDENCE

Occupancy by the EMPLOYEE is not a benefit of employment but is required due to the need for oversight of the BCVWD property.

1. Occupancy

- A. A Residence consisting of a 3 bedroom structure and detached garage are located on BCVWD's property in the area where EMPLOYEE performs work for BCVWD.

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- B. EMPLOYEE agrees that they carefully examined the Residence prior to occupancy, including the grounds and all buildings and improvements, and that the facilities are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. EMPLOYEE accepts occupancy of the Residence "as is."
- C. No Residential Tenancy Created. This Agreement does not establish a leasehold interest in the Residence or the property upon which the Residence is situated. This Agreement does not establish a landlord-tenant relationship between EMPLOYEE and BCVWD. The Residence is corporate housing provided to EMPLOYEE under a license as part of the position of EMPLOYEE. To the extent that any rights under California residency laws apply, EMPLOYEE hereby explicitly waives them.
- D. BCVWD recognizes the presence of occupants in said Residence is beneficial to BCVWD in terms of maintenance, security and emergency response. Accordingly, BCVWD shall permit EMPLOYEE and Family Members as defined in the District Residences and Facility Emergency Policy, if any, to occupy said Residence during EMPLOYEE's employment together with an appropriate monthly maintenance fee as well as exchange of the performance of certain associated job duties and activities set forth on Exhibit A – Scope of Work including but not limited to maintaining and securing the Residence in accordance with the terms established herein.
- E. The maximum occupancy of the Residence is two (2) persons per bedroom.
- F. EMPLOYEE may have guests in the Residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. At no time may the maximum occupancy (Section E, above) be exceeded. The same guest(s) or person(s) shall not exceed three (3) stays per year.
- G. Within two (2) days of any change, EMPLOYEE shall advise BCVWD of any additional inhabitants or change of inhabitants at Residence (including family or overnight guests and persons overnighing in any RV parked on the property) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

Occupant List

Date:

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-
- H. The Residence shall be used as a private dwelling and will be occupied only by those persons named above. The Residence shall not be used for any other purposes without the consent of the General Manager.

2. Rules.

A. Pets and animals.

- i. Under no circumstances shall EMPLOYEE maintain on the property wild or undomesticated animals, which are deemed as potentially dangerous by BCVWD.
- ii. All animals in residence on BCVWD property are governed under Title 6 - Animals of the County of Riverside Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the Residence.
 1. Dogs must be properly and currently licensed, vaccinated and in compliance with the ordinances of the County of Riverside or County of San Bernardino.
 2. Proof of required vaccinations must be submitted prior to occupancy.
- iii. All dogs must be specifically listed for coverage on the required liability insurance policy. Dog breeds disallowed for coverage by the insurer are not allowed on District property.
- iv. Any animal declared by the County to be a public nuisance, noisy animal, potentially dangerous or dangerous, or vicious animal must be immediately removed from District property.
- v. Any animal involved in an incident such as a bite or attack must be removed from District property regardless of the outcome or determination of any County investigation or action.
- vi. All animals approved by BCVWD shall be quartered as deemed appropriate by BCVWD.
- vii. Pets to be maintained indoors shall be subject to an additional Pet Deposit.
- viii. Animals not in compliance with the above may be removed by DISTRICT.

B. Fires. No fires shall be permitted on BCVWD property except in facilities such as wood burning stoves, fireplaces, the existing fire pit, or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no other open fires will be allowed.

C. EMPLOYEE shall not permit anything dangerous, flammable, or explosive on the DISTRICT Property or within the Residential Unit.

D. Firearms. Legal firearms/weapons and associated ammunition are permitted on BCVWD property as permitted by law.

E. EMPLOYEE shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the DISTRICT Property without written permission from the General Manager or their designee.

F. EMPLOYEE shall not allow unlawful use of the DISTRICT Property or Residential Unit.

G. EMPLOYEE shall not operate or use the DISTRICT Property or Residential Unit in such a manner as to create a nuisance on the property.

H. EMPLOYEE shall not grow, or allow others to grow, any crops on the DISTRICT Property or within the Residential Unit without prior written permission from the DISTRICT Manager.

- I. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules with regards to illegal drugs or substances.

3. Utilities

- A. Provided by BCVWD free of charge to the Residence:
 - i. Septic tank service and routine related maintenance (normal wear and tear)
 1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.
 2. Employee-Occupant acknowledges receipt of the guide "Dos and Don'ts of the Septic System" and understands the information.
 3. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant.
 - ii. Pest control
 1. Pest control shall be provided upon request as needed for interior of Residence and garage.
 2. Pest control shall be provided upon recommendation by annual inspection as needed.
- B. To be reimbursed to the District upon receipt of bill:
 - i. Propane gas
 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
 - ii. Electricity
 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
- C. To be established and provided by EMPLOYEE at their discretion:
 - i. Telephone service
 - ii. Internet service
 - iii. Television (cable or satellite)
- D. Trash removal: There is no trash pick-up service for the Residence. EMPLOYEE will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.
- E. Water Service: A flat rate for water service will be collected with the monthly maintenance fee, based on eight (8) units of water use including any pass-through charges (imported water, electrical, etc.) and meter fees. The flat rate will be adjusted per any change in BCVWD's approved rates.

4. Maintenance

- A. EMPLOYEE Responsibility

- a. EMPLOYEE shall maintain cleanliness and order of both the interior and exterior areas of said Residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- b. EMPLOYEE shall maintain the lawn, front and back yards of the Residence as applicable.
- c. EMPLOYEE shall make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - i. Minor repairs would include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, and the like
 - ii. Maintenance of furniture, fixtures and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weather stripping, toilet seats, and the like
- d. Under no circumstances shall EMPLOYEE make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping or property without first obtaining written authorization from BCVWD.
- e. All permitted modifications, additions, or improvements and any fixtures installed by EMPLOYEE shall be the property of the DISTRICT.
- f. Requests for repair, maintenance items or improvements to the Residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
- g. EMPLOYEE is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.

B. BCVWD Responsibility

- a. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the EMPLOYEE or occupants otherwise beyond normal wear and tear (in which case, EMPLOYEE will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for all interior, exterior and replacements as specified below:
 - i. All Residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. All exterior maintenance, roof repair, wood trim and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to Residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit.

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- ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
- x. All requests for maintenance of any of the aforementioned shall be directed to BCVWD, and subsequent follow-up and approval of work shall be solely at the discretion of BCVWD.

5. Unauthorized Individuals/Trespassers

- A. In the event EMPLOYEE encounters or observes trespassers on BCVWD properties, EMPLOYEE shall:
 - (i) Inform said trespasser that they are trespassing on BCVWD property and request they vacate.
 - (ii) If the trespasser refuses to cooperate when asked to vacate, EMPLOYEE shall notify BCVWD management and the Sheriff's Department. Under no circumstance shall EMPLOYEE use force, brandish weapons or provoke violence. BCVWD shall be notified of all incidents involving trespass no later than the next working day.
 - (iii) EMPLOYEE shall not grant access to BCVWD facilities by non-DISTRICT personnel, nor shall EMPLOYEE grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained from the General Manager.

6. Vehicles

All vehicles stored at Residence area must be operable and must meet applicable State of California emissions requirements. BCVWD reserves the right to limit the number of vehicles stored on property if BCVWD deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to BCVWD structures, facilities, or personnel. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

- a. Passenger vehicles and trucks may be parked on the property
- b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, registered domestic partner, or other licensed driver residing on the property and listed on the Occupant List. Valid registration tags must be displayed
- c. No commercial vehicles other than the employee's assigned District vehicle, or other by permission of the General Manager only

- d. RVs

One Recreational Vehicle (RV) of any size may be parked on the property.

The RV may be occupied by no more than two persons on a temporary basis for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. The same guest(s) or person(s) shall not exceed three (3) stays per year

The RV must adhere to all applicable County ordinances

The RV must be in in operable condition, currently registered in the State of California with current valid tags displayed

- e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles

These types of other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street

7. Smoke and Carbon Monoxide Detectors.

EMPLOYEE acknowledges and agrees that smoke and carbon monoxide detectors are in place and are operational. EMPLOYEE agrees to test the smoke and carbon monoxide detectors at least once a month. If the detectors are battery powered, EMPLOYEE agrees to replace the batteries at least annually. If, after replacing the batteries, the smoke and carbon monoxide detectors do not work, EMPLOYEE agrees to inform the DISTRICT immediately. If the detectors are not battery powered, EMPLOYEE agrees to inform the DISTRICT immediately of any malfunction.

8. Demand to Vacate Premises

BCVWD reserves the right to require the EMPLOYEE to vacate the premises in the event of a disaster or life-threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the EMPLOYEE and related occupant(s) of the Residence. EMPLOYEE and any related occupants will, without argument, abandon the property immediately upon the verbal request of the BCVWD General Manager (or designated spokesperson), or a Department Head. EMPLOYEE and related occupants shall not return to the property until authorization is given by any one of the above named BCVWD representatives.

9. Personal Property

- A. EMPLOYEE shall have sole responsibility for the personal contents of the property.
- B. Insurance. EMPLOYEE shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. EMPLOYEE understands, acknowledges and agrees that neither the forgoing assets nor any other property of EMPLOYEE shall be covered under and insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the EMPLOYEE and BCVWD named additional insured.
- C. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- D. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee
- E. DISTRICT is not responsible for EMPLOYEE'S personal property. In the event that EMPLOYEE'S personal property or equipment on the DISTRICT Property is damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. EMPLOYEE does hereby release and waive on behalf of itself and any insurer by subrogation or

otherwise, all claims against DISTRICT on account of any loss or other casualty to EMPLOYEE'S personal property or equipment whether or not such loss or other casualty shall have resulted in whole or in part from the negligence of DISTRICT. This clause is intended as a complete release of liability in favor of DISTRICT without limitation for all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

10. Access to Residence

BCVWD reserves the right to enter the property at its discretion by written 24-hour notice in a non-emergency situation, or with no notice in the event of an emergency related to, but not limited to, a natural disaster, serious illness or accident, or a situation where there is just cause to believe a harmful or life-threatening situation may exist.

11. Termination of Employment and Occupancy

- A. EMPLOYEE acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, EMPLOYEE's right to use and occupy the Residence will also terminate.
- B. In connection with termination by BCVWD of EMPLOYEE's employment, EMPLOYEE agrees to vacate the Residence on the earlier of:
 - 1. Forty-five (45) days following written notice from BCVWD to vacate the Residence; or
 - 2. Thirty (30) days following the date upon which EMPLOYEE's employment with BCVWD is terminated.
- C. If EMPLOYEE remains in the Residence following expiration of the period described above, EMPLOYEE will be liable to BCVWD for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and BCVWD may utilize all legal rights and remedies to cause EMPLOYEE's occupancy of the Residence to be terminated.
- D. Occupancy of the DISTRICT-owned Residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.
- E. Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The EMPLOYEE will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, the personal property will be considered abandoned and will be disposed of. Any fixtures installed by the EO become the property of the District

12. Indemnification and Hold Harmless

- A. BCVWD shall be indemnified against any personal loss, damage, theft or injury suffered by EMPLOYEE during the term of this service contract and occupation of the DISTRICT-owned Residence. EMPLOYEE agrees to indemnify and hold harmless BCVWD for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the DISTRICT's property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by EMPLOYEE or family or guests of EMPLOYEE.
- B. The term BCVWD and Beaumont-Cherry Valley Water District as used in this Agreement shall include employees, board members, agents, and representatives where the context requires or permits. The term "EMPLOYEE" as used in this Agreement shall include guest(s), heirs, successors, assigns, invitees, representatives and other persons on the property

during EMPLOYEE's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

13. Assignment of Agreement

Under no circumstance shall the EMPLOYEE assign the terms of this agreement to any other individual. EMPLOYEE shall have no right to assign, or otherwise transfer this Employment and Occupancy Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than EMPLOYEE of all or any part of the premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Employment and Occupancy Agreement.

14. Term of this Agreement

The term of this Agreement shall be for a period of two (2) years from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

15. Default.

A party shall be deemed to be in default under the terms of this Employment and Occupancy Agreement if a party shall fail to promptly perform or observe any covenant, condition or responsibility to be performed by any party under this Employment and Occupancy Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform their obligation under this Employment and Occupancy Agreement and specifying the action that must be taken to cure the claimed nonperformance.

16. Surrender or Abandonment.

If at any time during the Term of this Agreement, EMPLOYEE abandons the DISTRICT Property or any part thereof, DISTRICT automatically obtains possession of the Residential Unit without becoming liable to EMPLOYEE for damages or for any payment of any kind whatever. DISTRICT shall consider any personal property belonging to EMPLOYEE and left on the Property to also have been abandoned, in which case DISTRICT may dispose of all such personal property in any manner DISTRICT shall deem proper and DISTRICT is hereby relieved of all liability for doing so. EMPLOYEE agrees that upon surrender or abandonment, DISTRICT shall not be liable or responsible for storage or disposition of EMPLOYEE'S personal property.

17. Remedies.

In the event of a default by a party, the non-defaulting party without further notice to the defaulting party shall have all available remedies provided by law or equity.

18. General Provisions

- a. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addresses as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or EMPLOYEE have a change of address, the other party shall be immediately notified as provided in this paragraph of such change.

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EMPLOYEE REDACT

12303 Oak Glen Rd.

REDACT

Yucaipa, CA 92223

BCVWD
Beaumont-Cherry Valley Water District
P.O. Box 2037
Beaumont, CA 92223

- b. No verbal or oral agreement, promises, or understandings shall be binding upon either BCVWD or EMPLOYEE and any modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c. This Agreement shall be binding on and shall inure to the benefit of heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.
- d. In the event of litigation arising out of this Agreement, or the performance thereof, the Court shall award attorneys' fees to the justly entitled party.
- e. Should any part, clause, provision or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f. A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional agreements, documents, instruments and all such further assurances and will do or cause to be done further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes of this Agreement.
- g. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h. No failure by either BCVWD or EMPLOYEE to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
- i. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and EMPLOYEE, and no provisions contained in this Agreement not any acts of the parties shall be deemed to create any relationship between BCVWD and EMPLOYEE other than the relationship of employer and employee.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is

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attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.

- k. All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date first written above.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DATED:

1/13/2022


DAN JAGGERS, GENERAL MANAGER

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EMPLOYEE, _____: I have read and agree to comply with the terms of this Employment and Occupancy Agreement and the Scope of Work (Exhibit A) as may be amended from time to time. I understand that failure to comply with the terms of the Agreement will result in the Agreement being terminated and my having to vacate the DISTRICT-owned Residence.

Upon signing this Agreement, I agree to pay the DISTRICT the first month's (monthly) maintenance fee of \$830.16,

a Security Deposit of \$ 2,490.48, and a Pet Deposit of \$100.00 (if applicable). This Deposit shall be held by the DISTRICT as security for EMPLOYEE'S unpaid monthly maintenance fee, any utilities outstanding, damages and situations beyond normal wear and tear, and the full and timely performance by EMPLOYEE of EMPLOYEE'S obligations under this Agreement, including cleaning, maintaining and repairing the Residence after termination of this Agreement.

I understand and agree to all of the above terms and conditions.

DATED:

1-13-2022

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EMPLOYEE - OCCUPANT SIGNATURE _____

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PRINT NAME _____

Residence: 13697 Oak Glen Rd., Cherry Valley CA 92223
(ADDRESS)

FOR OFFICE USE ONLY			
Monies Received			
Security Deposit	Amount	Received By	Date
	\$2,490.48	REDACT	

REDACT

Pet Deposit	Amount	Received By	Date
		REDACT	
Advance (monthly) maintenance fee	Amount	Received By	Date
	\$830.16	REDACT	

Attachments	Received (Date)	EMPLOYEE Initials
Exhibit A – Scope of Work	REDACT	
Exhibit B - EMPLOYEE's Job Classification Specification		
Exhibit C – BCVWD District Facilities and Emergency Policy		
Exhibit D – List of Residents at Property (to be updated annually)		
Exhibit E – "Dos and Don'ts of the Septic System"		
Documents provided to District	Received (Date)	District acknowledgment
1. Vaccination records of pets to be maintained on the property	REDACT	
2. Liability Insurance declarations page		
3. Personal Property insurance declarations page		



BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT A – SCOPE OF WORK

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Employee-occupants may expect to perform other related similar duties. All items described in this Scope of Work will be conducted in addition to the responsibilities of the employee's regular job description/classification description. Some of the responsibilities include, but are not limited to, the following:

- Provide passive security and safeguard the District's facilities from trespassers and potential vandalism.
 - In the event employee encounters or observes trespassers on BCVWD properties:
 - Inform said trespasser that they are trespassing on BCVWD property and request that they vacate.
 - If the trespasser refuses to cooperate when asked to vacate, notify BCVWD management and the Sheriff's Department. Under no circumstance use force, brandish weapons, or provoke violence. Notify BCVWD of all incidents involving trespass no later than the next working day.
 - Do not grant access to BCVWD facilities to non-District personnel, and do not grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained by the General Manager.
- Monitor property and facilities daily.
- Respond immediately to facilities nearest the residence in the event of a natural disaster or other emergency.
- Provide mutual response in conjunction with other public agencies in the event of a major and/or natural disaster.
- Maintain cleanliness and order of both the interior and exterior areas of Residence structures, as well as the surface of the surrounding roadway.
- Maintain the landscaping of the front and back yards of the Residence as applicable.
- Make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - Minor repairs include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, etc.
 - Maintenance of furniture, fixtures, and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weatherstripping, toilet seats, etc.
- Test smoke and carbon monoxide detectors at least monthly and replace batteries at least annually.
- Alert District management of defective or dangerous conditions at the property or surrounding area immediately upon discovery.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT B – EMPLOYEE'S JOB CLASSIFICATION SPECIFICATION

Department: Operations

FLSA Status: Exempt

Range:

Effective Date: December 20, 2011

FIELD SUPERINTENDENT

JOB SUMMARY

Under direction, the Field Superintendent plans, organizes, and directs and coordinates the maintenance, construction, and operations functions of the District providing direct support to the Director of Operations with direct oversight of the production, transmission and distribution divisions.

DUTIES AND RESPONSIBILITIES

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.

- Plans, organizes, directs, and coordinates the maintenance, construction, and operations functions of the District.
- Provides general supervision to shops, building and grounds maintenance, electrical repair, and communications-control installation and maintenance.
- Oversees domestic water functions.
- Provides, supervision, training, and work evaluation to field and shop supervisory staff.
- Reviews acquisition requirements and develops recommendations regarding the purchase, servicing, testing, inspection, and repair of automotive and construction equipment.
- Assists the Director of Operations with long range planning of District maintenance, construction, and operations functions.
- Assists in the development of the maintenance, operations, and construction budget and monitors costs.
- Inspects work in progress to ensure proper utilization of staff and equipment.
- Reviews employee effectiveness and personnel evaluations with field and shop supervisors.
- Prepares and executes plans for expansion, reduction, and shifting of maintenance and operations functions.

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- Provides general coordination of maintenance, construction, and operations activities with other District functions.
- Monitors employee certification, training, and safety programs.
- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Provides input and review for the development and administration of construction contracts.
- Performs special projects as delegated by the Director of Operations.
- Periodically reviews and evaluates power consumption of District pumping facilities to reduce costs and raise efficiency.
- Evaluates time reports for proper allocation of time and approves them.
- Holds periodic staff meetings and instructs staff in proper safety procedures.
- Represents District water service functions with the public, contractors, and representatives of other government agencies.
- Performs related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

- Principles, methods, and practices used in water system maintenance, operations, and construction work.
- Principles, methods, and practices of automotive and construction equipment operation, use, maintenance, and repair.
- Principles, methods, and practices used in building maintenance, grounds maintenance, and landscaping.
- Principles, methods, and practices used in communications-control equipment installation, maintenance, and repair.
- Principles, methods, and practices used in plant operations, maintenance, and construction work.
- Rules, regulations, and codes applicable to District maintenance, operations, and construction functions.
- District policies, rules, regulations, and procedures.
- Work safety standards and requirements.
- Principles of budget development and expenditure control.
- Principles of supervision, training, and management.

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Ability to:

- Plan, organize, and supervise the maintenance, construction, and operations functions of the District.
- Oversee the establishment and maintenance of certification, training, and work safety programs.
- Perform comprehensive administrative reviews of work activities, costs, staffing requirements, equipment uses, and time requirements.
- Insure the proper maintenance, construction, operation, and repair of District equipment and facilities.
- Develop and control budgets.
- Effectively represent District water service functions with the public, contractors, and other organizations.

Typical Physical Activities

- Operates and works in direct vicinity of vehicles and equipment in water facilities construction, maintenance, and repair work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one and group settings.
- Regularly uses a telephone and other devices for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods over a variety of terrain and surfaces.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

Work is performed outdoors in hot or cold weather under dusty, noisy conditions. Temperature extremes will vary depending on the seasonal exposure. There is occasional exposure to fumes, odors, dusts, gasses and chemicals (such as solvents), and to allergy causing agents (such as poison oak, grasses and insect bites). Equipment that is used on the job presents an exposure to moving and/or vibrating machinery with occasional mechanical and electrical hazard and possible abrasion and contusion.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions.

Hearing: Adequate to hear under both quiet and noisy conditions with the ability to distinguish from which direction a sound is coming.

Vision: Adequate near vision for activities as: reading plans and specifications. Visual color discrimination is necessary for such activities as setting grade markers.

Coordination & Dexterity: Finger dexterity to work accurately with small hand tools and machine parts; arm-hand steadiness adequate to operate hand tools and machinery. Coordination and balance to work on uneven surfaces. Must be able to bend, stretch and reach.

Physical Strength: Must have muscle force to lift, push, pull and carry heavy objects and the trunk strength for repeated bending, twisting, squatting or pulling for purposes of removing and transporting objects weighing up to 50 Pounds.

1. Exposure to the sun: 50% to 100% work time spent outside a building and exposed to the sun.
2. Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground. May be required to climb water tanks and other facilities up to 40 feet above the ground.
3. High temp: Considerable work time in hard manual labor in temperatures between 80-100+ degrees.
4. Humidity: Work in areas with unusually high humidity.
5. Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
6. Noise: Occasionally there are unusually loud sounds.
7. Slippery surfaces: Occasional work on unusually slippery surfaces.
8. Oil: Some parts of the body in contact with oil or grease occasionally.
9. Dust: Works in or around areas with minor amounts of dust.
10. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Training and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to completion of twelfth grade, **and**

Experience: Broad and extensive work experience in performing maintenance, construction, and operations work for a water district, wastewater treatment agency, or other public agency with at least two years in a management or supervisory capacity.

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License Certificate Registration Requirement

Driver License: Possession of a valid California Class A Driver License is required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

General Certifications: **Possess** and **maintain** a Water Distribution Operator D-4 and Water Treatment Plant Operator T-2 certification issued by the California State Health Department. Certification(s) need to be finished and obtained either at date of hire or within an acceptable period of time, not to exceed 90 days from hire.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT C – DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

POLICY TITLE: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY
POLICY NUMBER: 5095

5095.1 **Purpose.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley, and unincorporated areas within Riverside and San Bernardino Counties.

5095.2 **Properties.** District-owned residence properties include 4 separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs, and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.

5095.3 **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.

5095.4 Local Emergencies include:

1. Acts of vandalism
2. Security breaches
3. Power failures
4. Operational failures
5. Floods
6. Fires
7. Earthquakes
8. Monitor damage caused by wildlife
9. Other natural or human-caused emergencies

5095.5 **Regional Emergencies.** It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.

5095.6 **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

5095.7 **Non-Employee Occupancy.**

1. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private or public agency tenant on a 12-month basis at fair market value.

2. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.

3. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

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5095.8 **Occupancy of District-Owned Residences.** Occupancy of District-owned residences is provided for the convenience of BCVWD.

1. The Employee-Occupant is required to accept this lodging as a condition of employment.
2. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
3. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise
4. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
5. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence. The monthly maintenance fee will contain an annual escalator equal to the District annual cost-of-living adjustment up to a 3 percent maximum to be triggered at the 12-month anniversary date of the Employment and Occupancy Agreement.
6. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on 3 times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out, unless deductions are necessary for:
 - a. Default on payment of the monthly maintenance fee
 - b. Default on reimbursement for electric or propane service
 - c. Damage in excess of normal wear and tear
 - d. Cleaning due to excessive filth / trash / debris

5095.8 **Responsibilities.**

1. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
2. The primary responsibilities of the Employee-Occupant residing in a District-owned residence include but are not limited to:
 - a. Safeguarding property and facilities from trespassers and potential vandalism
 - b. Monitoring property and facilities daily
 - c. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
3. Management will provide procedures for the Employee-Occupant to follow for situations that may occur, to be included in the Scope of Work document
4. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

5095.9 **Occupancy.**

1. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of BCVWD property.
2. During Employee's employment, Employee-Occupant's immediate family (spouse or Registered Domestic Partner, and their children) may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.
3. Maximum occupancy of District-owned residences is 2 persons per bedroom.

4. Employee may have guests in the residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than 2 guests at any one time. At no time may the maximum occupancy be exceeded. The same guest(s) or person(s) shall not exceed 3 stays per year.

5. Employee may have up to 2 pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e., horses). Pets to be maintained indoors shall be subject to an additional Pet Deposit.

6. All animals in residence on BCVWD property are governed under Title 6 of the Riverside County Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.

7. Copies of proper vaccination records must be submitted to the District for all animals prior to locating them on the premises.

8. Employee-Occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCVWD as an additional insured.

9. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

a. Passenger vehicles and trucks may be parked on the property.

b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or licensed driver residing on the property. Valid registration tags must be displayed.

c. No commercial vehicles other than the Employee-Occupant's assigned District vehicle, or other by permission of the General Manager only

d. Recreational Vehicles (RVs). One RV of any size may be parked on the property.

i. The RV may be occupied by no more than 2 persons on a temporary basis (not to exceed 14 days in a 30-day period).

ii. The RV must be in compliance with all applicable County ordinances.

iii. The RV must be in operable condition, currently registered in the State of California with current valid registration tags displayed.

e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street.

f. Variances to the above policies may be made at the discretion of the General Manager. All variance requests must be submitted in writing to the General Manager.

5095.10 Utilities.

1. Provided by BCVWD free of charge to the residence:

a. Septic tank service and routine related maintenance (normal wear and tear)

i. Employee-Occupant must acknowledge that the residence is on a septic system and agree to properly use and care for the system including drains and laterals.

ii. Employee-Occupant must acknowledge receipt of the guide "Dos and Don'ts of the Septic System" and understanding of the information

iii. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant

b. Pest Control.

i. Pest control shall be provided upon request as needed for interior of residence and garage.

ii. Pest control shall be provided upon recommendation by annual inspection as needed.

2. To be reimbursed by the Employee-Occupant to the District. Employee shall be responsible for payment within 15 days of presentation of invoice or bill by the District:

a. Propane gas

- b. Electricity
- 3. To be established and provided by Employee-Occupant at their discretion:
 - a. Telephone service
 - b. Internet service
 - c. Television (cable or satellite)
- 4. Trash removal. There is no trash pick-up service for the residence. Employee-Occupant will be responsible for daily removal of trash to an appropriate waste management site. Residence trash may be disposed of in dumpsters at District facilities.
- 5. Water. A charge equivalent to the cost of 8 units of water representing indoor household use, inclusive of any pass-through charges (imported water, electrical, etc.) and meter fees as adopted by the Board as current rates will be included in the calculation of the monthly maintenance fee.

5095.11 Maintenance: BCVWD responsibility:

- 1. BCVWD shall perform or cause to be performed by a qualified contractor an inspection of the Residence and property to determine any maintenance needs every three years or as determined by the General Manager.
- 2. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:
 - i. All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors, and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. Exterior maintenance: roof repair, wood trim, and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
 - ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.

5095.12 Insurance.

- 1. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- 2. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least 30 days written notice of such revision, cancellation or reduction shall have been given to Employee.
- 3. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee-Occupant as additional insured.

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4. Employee-Occupant shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. Employee-Occupant understands, acknowledges and agrees that neither the forgoing assets nor any other property of Employee-Occupant shall be covered under an insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the Employee-Occupant and BCVWD named additional insured.

5095.13 Termination of Employment and Occupancy

1. Employee's right to use and occupy a District-owned residence is a condition of employment, subject to review, and is on a periodic basis.
2. Upon termination of employment, the right is also terminated.
3. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon 45 days' written notice.
4. Vacation of premises will occur on the earlier of:
 - a. 45 days following written notice from BCVWD to vacate the residence; or
 - b. 30 days following the date upon which Employee's employment with BCVWD is terminated.
5. Removal of Employee-Occupant's personal property from residence: Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The Employee-Occupant will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, all personal property will be considered abandoned and will be disposed of. Any fixtures installed by the Employee-Occupant become the property of the District.



BEAUMONT-CHERRY VALLEY WATER DISTRICT

**EMPLOYMENT AND OCCUPANCY AGREEMENT
EXHIBIT D – LIST OF RESIDENTS AT PROPERTY**

Occupant List

Date:

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT D – DOS AND DON'TS OF THE SEPTIC SYSTEM

CSRD's ONSITE SEPTIC SYSTEM HOMEOWNERS GUIDE

Do's and Don'ts

What you put into your septic system greatly affects its ability to do its job. Remember, your septic system contains living organisms that digest and treat waste. As a general rule of thumb, do not dispose of anything in your septic system that can just as easily be put in the trash. Your system is not designed to be a garbage can and solids build up in the septic tank that will eventually need to be pumped. The more solids that go into the tank, the more frequently the tank will need to be pumped, and the higher the risk that problems will arise.

By educating everyone in your household about what is and what isn't good for septic systems, you can save a lot of money and headaches, while prolonging the life of your system and the health of your family, property, and the environment.



Installation

Do

- ✓ If you're planning an addition that adds more than 15 per cent to your home's floor area, increases the number of bedrooms, or increases the number of plumbing fixtures, you may need to enlarge your septic system.
- ✓ If you plan an addition or renovation that involves an increase in the use of your septic system and a building permit is required for the addition or renovation, the CSRD will require a stamped and signed letter from an Authorized Person stating that the existing septic system is sufficient to accommodate the increase wastewater.
- ✓ Use professional licensed onsite contractors when needed.

Don't

- ✗ Don't expand the size of your residence, add a basement suite, or start a business (e.g. daycare) without adjusting the size of your septic system.
- ✗ Don't attempt to install or repair your septic system without the involvement of a Registered Onsite Wastewater Practitioner or a Qualified Professional.
- ✗ Don't make or allow repairs to your septic system without obtaining any required permits.

Your Drainfield: It's not a parking lot!

Do

- ✓ Watch for settlement that might direct water onto the drainfield.
- ✓ Keep the area grassed to promote evaporation and avoid erosion.

Don't

- ✗ Don't allow vehicles to drive over the drainfield area or park on it.
- ✗ Don't plant any trees or shrubs on or near the bed; their roots can clog pipes.
- ✗ Don't drain down spouts, sump pumps, etc. down the septic system.
- ✗ Don't alter drainage features without consideration for impacts to the disposal field.
- ✗ Don't build over the drainfield or cover it with a hard surface such as asphalt, brick or patio stones.
- ✗ Don't excessively water the lawn over the drainfield area.
- ✗ Don't install automatic lawn sprinklers in the area.

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System Maintenance

Do

- ✓ Do learn the location of your septic tank and drainfield. Keep a sketch of it handy with your maintenance record for service visits.
- ✓ Do keep your septic tank cover accessible for inspections and pumping. Install risers if necessary.
- ✓ Do have an Authorized Person design a maintenance plan for your system.
- ✓ Do have your septic system inspected annually.
- ✓ Do ensure you have an effluent filter installed on your septic tank to reduce the amount of solids leaving the tank and to increase the life of your system.
- ✓ Do have your septic tank pumped out by an ROWP approximately every three to five years, or as often as is appropriate for your system.
- ✓ Do call a professional whenever you experience problems with your system, or if there are any signs of system failure.
- ✓ Do keep a detailed record of repairs, pumping, inspections, permits issued, and other maintenance activities.

Don't

- ✗ Don't access or enter a septic tank.
- ✗ Don't use septic tank additives.

Waste: Your Septic System is not a garbage can!

Do

- ✓ Dispose of solids appropriately. The only things that should be flushed down the toilet are wastewater and toilet paper.
- ✓ Dispose of chemicals and fuels at approved waste sites.
- ✓ Dispose of grease with the regular garbage. In addition, a grease interceptor between the kitchen sink and the septic tank is often recommended.
- ✓ Use household cleaners such as bleach, disinfectants, and drain and toilet bowl cleaners in moderation and only in accordance with product labels. Overuse of these products can harm your system. See list of alternative cleaners in this guide.
- ✓ Return leftover medications to your pharmacy. Also be aware that human wastes from people on medication (e.g. antibiotics) can affect the performance of your septic system and may require more frequent pumping of your tank.

Don't

- ✗ Do not put cigarette butts, paper towels, sanitary tampons, condoms, disposable diapers, anything plastic or similar non-biodegradables into a septic tank system.
- ✗ Avoid washing food scraps, coffee grinds, and other food items down the drain. Avoid using a garbage disposal to dispose of kitchen wastes. In sink garbage disposal units can increase sludge accumulation by 40 per cent.
- ✗ Never put oil, gasoline, paint thinners, solvents, photographic chemicals, weed or insect killers down the drain. They can poison your septic system and possibly threaten water supplies for your whole neighbourhood. Even latex paint is unhealthy for your septic system.
- ✗ Don't put cooking grease down the drains. It can solidify and clog pipes.
- ✗ Don't use chemical drain cleaners or chemical-based cleaning products.
- ✗ Don't dispose of pharmaceuticals down your drains or toilets.

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Do's and Don'ts continued

Bathroom

Do

- ✓ Install water-saving toilets or install toilet dam devices to reduce water use per flush. Low-flush toilets use 1.6 gallons per flush compared to the three to five gallons used by conventional toilets.
- ✓ Reduce the number of times you flush your toilet with multiple uses before flushing.
- ✓ Install water-saving features in faucets and shower heads. These devices can reduce water use by up to 50 per cent.
- ✓ Fix all leaking faucets and toilets immediately. A toilet that continues to run after flushing could be wasting 20-40 litres per hour – enough water to fill a swimming pool in a year. Leaks can cost you up to \$240 per year.
- ✓ Take shorter showers. Shortening your shower time to 5 minutes or less can save up to 40 litres of water each time you shower.

Don't

- ✗ Don't let taps flow unnecessarily.
- ✗ Do not let the water run while washing hands, shaving or brushing your teeth. You can save up to 22 litres of water per use!

Kitchen Sink

Do

- ✓ Compost kitchen wastes (organic matter) instead of using a garbage disposal.
- ✓ Scrape dishes into the garbage instead of the sink.
- ✓ Use a drain catcher to stop food bits from going down the drain.

Laundry

Do

- ✓ Buying a new washing machine? Look for appliances that display the Energy Star symbol. Newer energy-efficient clothes washers use 50 percent less water than a standard model. Side-loading machines use up to 40% less water than top-loading machines.
- ✓ Run washing machines and dish washers only with full loads. Alternatively, select the proper load size for your washing machine. Washing small loads of laundry with large quantities of water is a waste of both water and energy.
- ✓ Spread water loading. Instead of washing four loads of laundry in one day, do one or two loads a day. If you're expecting a large crowd, reduce water use for a few days before the guests arrive.
- ✓ Cool hot tub water and drain onto turf or landscaped areas of your property well away from the septic tank, drainfield and house in accordance with local regulations.

Don't

- ✗ Avoid caustic drain openers and cleaners.
- ✗ Avoid water softeners. Some needlessly pump hundreds of gallons of water into the septic system all at once. Water softeners also remove hardness by using a salt to initiate an ion exchange. The backwash to regenerate the softener flushes pounds of this used salt into the septic system. Studies have shown that water softener brine regeneration wastes not only harm the bacteria in the wastewater treatment system, they can also cause the septic tank itself to discharge greater concentrations of solids, grease, and oil into the dispersal field.

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

EMPLOYMENT AND OCCUPANCY AGREEMENT – AGENCY FACILITIES

This Employment and Occupancy Agreement ("Agreement") is made and executed effective:

Wednesday, January 26, 2022 by and between Beaumont-Cherry Valley Water District, an independent special district of the State of California (BCVWD or "DISTRICT"), and:

REDACT ("EMPLOYEE"), an individual.

PART I - RECITALS

1. BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. For the convenience of the DISTRICT, and in the best interest of the DISTRICT, BCVWD desires to engage the services of EMPLOYEE to perform duties as specified herein including in the Scope of Work with respect to said facilities and associated structures.
3. EMPLOYEE has the experience and qualifications necessary to perform required duties.
4. The purpose of this Agreement is to set forth the terms by which BCVWD has engaged EMPLOYEE to perform various duties at BCVWD's facilities located at:

13695 Oak Glen Rd.

Cherry Valley, CA 92223

and other miscellaneous properties; and the terms and conditions under which EMPLOYEE shall occupy the residential premises owned by BCVWD ("Residence") located at:

13695 Oak Glen Rd., Cherry Valley CA 92223

5. The parties hereby acknowledge that EMPLOYEE shall pay \$521.35 per month which will accrue to pay for major maintenance of the DISTRICT-owned Residence. This amount will increase by an annual escalator equal to the District's cost-of-living wage adjustment up to a maximum adjustment of 3 percent on the first of the month following the 12-month anniversary date of this agreement, and annually thereafter.

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PART II - SCOPE OF WORK

1. **Location.** In consideration of occupancy of the DISTRICT-owned Residence ("Residence") at:
13695 Oak Glen Rd., Cherry Valley CA 92223:
2. **Residence.** EMPLOYEE shall reside full-time at the BCVWD above-identified Residence located on BCVWD property as part of the terms of this Agreement.
3. **Services to be Provided**
 - a. Effectively safeguard the DISTRICT property and facilities from trespassers and potential vandalism
 - b. Monitor property and facilities daily
 - c. Respond immediately to facilities nearest the Residence in the event of a natural disaster or other emergency
 - d. Perform the duties as outlined in Exhibit A, Scope of Work
 - e. EMPLOYEE's regular duties, responsibilities, and obligations are defined in, and are hereby incorporated by reference, in the EMPLOYEE's regular Job Classification Specification (job description).

4. Site/Facility Security

EMPLOYEE shall be alert to the fact that Edgar Canyon facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to BCVWD. All activity in and around the streams is prohibited. Guests of the EMPLOYEE are not allowed tours, nor will photography, videography, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than BCVWD management.

5. Compensation and Job Status

- A. EMPLOYEE's employment status under this Agreement shall be at-will and governed by the BCVWD Employees MOU and/or District Policy.
- B. EMPLOYEE shall observe adherence to all BCVWD Employee Rules and Regulations, Policies, and the Policies and Procedures Manual.
- C. EMPLOYEE's regular Job Classification Specification is attached as Exhibit B and such duties are in addition to the Scope of Work (Exhibit A) as the course of regular employment.

PART III - TERMS OF OCCUPANCY OF RESIDENCE

Occupancy by the EMPLOYEE is not a benefit of employment but is required due to the need for oversight of the BCVWD property.

1. Occupancy

- A. A Residence consisting of a 3 bedroom structure and detached garage are located on BCVWD's property in the area where EMPLOYEE performs work for BCVWD.

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- B. EMPLOYEE agrees that they carefully examined the Residence prior to occupancy, including the grounds and all buildings and improvements, and that the facilities are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. EMPLOYEE accepts occupancy of the Residence "as is."
- C. No Residential Tenancy Created. This Agreement does not establish a leasehold interest in the Residence or the property upon which the Residence is situated. This Agreement does not establish a landlord-tenant relationship between EMPLOYEE and BCVWD. The Residence is corporate housing provided to EMPLOYEE under a license as part of the position of EMPLOYEE. To the extent that any rights under California residency laws apply, EMPLOYEE hereby explicitly waives them.
- D. BCVWD recognizes the presence of occupants in said Residence is beneficial to BCVWD in terms of maintenance, security and emergency response. Accordingly, BCVWD shall permit EMPLOYEE and Family Members as defined in the District Residences and Facility Emergency Policy, if any, to occupy said Residence during EMPLOYEE's employment together with an appropriate monthly maintenance fee as well as exchange of the performance of certain associated job duties and activities set forth on Exhibit A – Scope of Work including but not limited to maintaining and securing the Residence in accordance with the terms established herein.
- E. The maximum occupancy of the Residence is two (2) persons per bedroom.
- F. EMPLOYEE may have guests in the Residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. At no time may the maximum occupancy (Section E, above) be exceeded. The same guest(s) or person(s) shall not exceed three (3) stays per year.
- G. Within two (2) days of any change, EMPLOYEE shall advise BCVWD of any additional inhabitants or change of inhabitants at Residence (including family or overnight guests and persons overnighing in any RV parked on the property) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

Occupant List

Date:

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-
- H. The Residence shall be used as a private dwelling and will be occupied only by those persons named above. The Residence shall not be used for any other purposes without the consent of the General Manager.

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2. Rules.

A. Pets and animals.

- i. Under no circumstances shall EMPLOYEE maintain on the property wild or undomesticated animals, which are deemed as potentially dangerous by BCVWD.
- ii. All animals in residence on BCVWD property are governed under Title 6 - Animals of the County of Riverside Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the Residence.
 1. Dogs must be properly and currently licensed, vaccinated and in compliance with the ordinances of the County of Riverside or County of San Bernardino.
 2. Proof of required vaccinations must be submitted prior to occupancy.
- iii. All dogs must be specifically listed for coverage on the required liability insurance policy. Dog breeds disallowed for coverage by the insurer are not allowed on District property.
- iv. Any animal declared by the County to be a public nuisance, noisy animal, potentially dangerous or dangerous, or vicious animal must be immediately removed from District property.
- v. Any animal involved in an incident such as a bite or attack must be removed from District property regardless of the outcome or determination of any County investigation or action.
- vi. All animals approved by BCVWD shall be quartered as deemed appropriate by BCVWD.
- vii. Pets to be maintained indoors shall be subject to an additional Pet Deposit.
- viii. Animals not in compliance with the above may be removed by DISTRICT.

B. Fires. No fires shall be permitted on BCVWD property except in facilities such as wood burning stoves, fireplaces, the existing fire pit, or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no other open fires will be allowed.

C. EMPLOYEE shall not permit anything dangerous, flammable, or explosive on the DISTRICT Property or within the Residential Unit.

D. Firearms. Legal firearms/weapons and associated ammunition are permitted on BCVWD property as permitted by law.

E. EMPLOYEE shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the DISTRICT Property without written permission from the General Manager or their designee.

F. EMPLOYEE shall not allow unlawful use of the DISTRICT Property or Residential Unit.

G. EMPLOYEE shall not operate or use the DISTRICT Property or Residential Unit in such a manner as to create a nuisance on the property.

H. EMPLOYEE shall not grow, or allow others to grow, any crops on the DISTRICT Property or within the Residential Unit without prior written permission from the DISTRICT Manager.

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- I. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules with regards to illegal drugs or substances.

3. Utilities

- A. Provided by BCVWD free of charge to the Residence:
 - i. Septic tank service and routine related maintenance (normal wear and tear)
 1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.
 2. Employee-Occupant acknowledges receipt of the guide "Dos and Don'ts of the Septic System" and understands the information.
 3. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant.
 - ii. Pest control
 1. Pest control shall be provided upon request as needed for interior of Residence and garage.
 2. Pest control shall be provided upon recommendation by annual inspection as needed.
- B. To be reimbursed to the District upon receipt of bill:
 - i. Propane gas
 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
 - ii. Electricity
 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
- C. To be established and provided by EMPLOYEE at their discretion:
 - i. Telephone service
 - ii. Internet service
 - iii. Television (cable or satellite)
- D. Trash removal: There is no trash pick-up service for the Residence. EMPLOYEE will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.
- E. Water Service: A flat rate for water service will be collected with the monthly maintenance fee, based on eight (8) units of water use including any pass-through charges (imported water, electrical, etc.) and meter fees. The flat rate will be adjusted per any change in BCVWD's approved rates.

4. Maintenance

- A. EMPLOYEE Responsibility

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- a. EMPLOYEE shall maintain cleanliness and order of both the interior and exterior areas of said Residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- b. EMPLOYEE shall maintain the lawn, front and back yards of the Residence as applicable.
- c. EMPLOYEE shall make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - i. Minor repairs would include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, and the like
 - ii. Maintenance of furniture, fixtures and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weather stripping, toilet seats, and the like
- d. Under no circumstances shall EMPLOYEE make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping or property without first obtaining written authorization from BCVWD.
- e. All permitted modifications, additions, or improvements and any fixtures installed by EMPLOYEE shall be the property of the DISTRICT.
- f. Requests for repair, maintenance items or improvements to the Residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
- g. EMPLOYEE is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.

B. BCVWD Responsibility

- a. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the EMPLOYEE or occupants otherwise beyond normal wear and tear (in which case, EMPLOYEE will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for all interior, exterior and replacements as specified below:
 - i. All Residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. All exterior maintenance, roof repair, wood trim and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to Residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit.

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- ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
- x. All requests for maintenance of any of the aforementioned shall be directed to BCVWD, and subsequent follow-up and approval of work shall be solely at the discretion of BCVWD.

5. Unauthorized Individuals/Trespassers

- A. In the event EMPLOYEE encounters or observes trespassers on BCVWD properties, EMPLOYEE shall:
 - (i) Inform said trespasser that they are trespassing on BCVWD property and request they vacate.
 - (ii) If the trespasser refuses to cooperate when asked to vacate, EMPLOYEE shall notify BCVWD management and the Sheriff's Department. Under no circumstance shall EMPLOYEE use force, brandish weapons or provoke violence. BCVWD shall be notified of all incidents involving trespass no later than the next working day.
 - (iii) EMPLOYEE shall not grant access to BCVWD facilities by non-DISTRICT personnel, nor shall EMPLOYEE grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained from the General Manager.

6. Vehicles

All vehicles stored at Residence area must be operable and must meet applicable State of California emissions requirements. BCVWD reserves the right to limit the number of vehicles stored on property if BCVWD deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to BCVWD structures, facilities, or personnel. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

- a. Passenger vehicles and trucks may be parked on the property
- b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, registered domestic partner, or other licensed driver residing on the property and listed on the Occupant List. Valid registration tags must be displayed
- c. No commercial vehicles other than the employee's assigned District vehicle, or other by permission of the General Manager only

- d. RVs

One Recreational Vehicle (RV) of any size may be parked on the property.

The RV may be occupied by no more than two persons on a temporary basis for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. The same guest(s) or person(s) shall not exceed three (3) stays per year

The RV must adhere to all applicable County ordinances

The RV must be in in operable condition, currently registered in the State of California with current valid tags displayed **REDACT**

- e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles

These types of other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street

7. Smoke and Carbon Monoxide Detectors.

EMPLOYEE acknowledges and agrees that smoke and carbon monoxide detectors are in place and are operational. EMPLOYEE agrees to test the smoke and carbon monoxide detectors at least once a month. If the detectors are battery powered, EMPLOYEE agrees to replace the batteries at least annually. If, after replacing the batteries, the smoke and carbon monoxide detectors do not work, EMPLOYEE agrees to inform the DISTRICT immediately. If the detectors are not battery powered, EMPLOYEE agrees to inform the DISTRICT immediately of any malfunction.

8. Demand to Vacate Premises

BCVWD reserves the right to require the EMPLOYEE to vacate the premises in the event of a disaster or life-threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the EMPLOYEE and related occupant(s) of the Residence. EMPLOYEE and any related occupants will, without argument, abandon the property immediately upon the verbal request of the BCVWD General Manager (or designated spokesperson), or a Department Head. EMPLOYEE and related occupants shall not return to the property until authorization is given by any one of the above named BCVWD representatives.

9. Personal Property

- A. EMPLOYEE shall have sole responsibility for the personal contents of the property.
- B. Insurance. EMPLOYEE shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. EMPLOYEE understands, acknowledges and agrees that neither the forgoing assets nor any other property of EMPLOYEE shall be covered under and insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the EMPLOYEE and BCVWD named additional insured.
- C. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- D. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee
- E. DISTRICT is not responsible for EMPLOYEE'S personal property. In the event that EMPLOYEE'S personal property or equipment on the DISTRICT Property is damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. EMPLOYEE does hereby release and waive on behalf of itself and any insurer by subrogation or

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otherwise, all claims against DISTRICT on account of any loss or other casualty to EMPLOYEE'S personal property or equipment whether or not such loss or other casualty shall have resulted in whole or in part from the negligence of DISTRICT. This clause is intended as a complete release of liability in favor of DISTRICT without limitation for all claims whether known or unknown, liquidated or unliquidated, contingent or absolute.

10. Access to Residence

BCVWD reserves the right to enter the property at its discretion by written 24-hour notice in a non-emergency situation, or with no notice in the event of an emergency related to, but not limited to, a natural disaster, serious illness or accident, or a situation where there is just cause to believe a harmful or life-threatening situation may exist.

11. Termination of Employment and Occupancy

- A. EMPLOYEE acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, EMPLOYEE's right to use and occupy the Residence will also terminate.
- B. In connection with termination by BCVWD of EMPLOYEE's employment, EMPLOYEE agrees to vacate the Residence on the earlier of:
 1. Forty-five (45) days following written notice from BCVWD to vacate the Residence; or
 2. Thirty (30) days following the date upon which EMPLOYEE's employment with BCVWD is terminated.
- C. If EMPLOYEE remains in the Residence following expiration of the period described above, EMPLOYEE will be liable to BCVWD for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and BCVWD may utilize all legal rights and remedies to cause EMPLOYEE's occupancy of the Residence to be terminated.
- D. Occupancy of the DISTRICT-owned Residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.
- E. Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The EMPLOYEE will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, the personal property will be considered abandoned and will be disposed of. Any fixtures installed by the EO become the property of the District

12. Indemnification and Hold Harmless

- A. BCVWD shall be indemnified against any personal loss, damage, theft or injury suffered by EMPLOYEE during the term of this service contract and occupation of the DISTRICT-owned Residence. EMPLOYEE agrees to indemnify and hold harmless BCVWD for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the DISTRICT's property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by EMPLOYEE or family or guests of EMPLOYEE.
- B. The term BCVWD and Beaumont-Cherry Valley Water District as used in this Agreement shall include employees, board members, agents, and representatives where the context requires or permits. The term "EMPLOYEE" as used in this Agreement shall include guest(s), heirs, successors, assigns, invitees, representatives and other persons on the property

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during EMPLOYEE's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

13. Assignment of Agreement

Under no circumstance shall the EMPLOYEE assign the terms of this agreement to any other individual. EMPLOYEE shall have no right to assign, or otherwise transfer this Employment and Occupancy Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than EMPLOYEE of all or any part of the premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Employment and Occupancy Agreement.

14. Term of this Agreement

The term of this Agreement shall be for a period of two (2) years from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

15. Default.

A party shall be deemed to be in default under the terms of this Employment and Occupancy Agreement if a party shall fail to promptly perform or observe any covenant, condition or responsibility to be performed by any party under this Employment and Occupancy Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform their obligation under this Employment and Occupancy Agreement and specifying the action that must be taken to cure the claimed nonperformance.

16. Surrender or Abandonment.

If at any time during the Term of this Agreement, EMPLOYEE abandons the DISTRICT Property or any part thereof, DISTRICT automatically obtains possession of the Residential Unit without becoming liable to EMPLOYEE for damages or for any payment of any kind whatever. DISTRICT shall consider any personal property belonging to EMPLOYEE and left on the Property to also have been abandoned, in which case DISTRICT may dispose of all such personal property in any manner DISTRICT shall deem proper and DISTRICT is hereby relieved of all liability for doing so. EMPLOYEE agrees that upon surrender or abandonment, DISTRICT shall not be liable or responsible for storage or disposition of EMPLOYEE'S personal property.

17. Remedies.

In the event of a default by a party, the non-defaulting party without further notice to the defaulting party shall have all available remedies provided by law or equity.

18. General Provisions

- a. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addresses as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or EMPLOYEE have a change of address, the other party shall be immediately notified as provided in this paragraph of such change.

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13695 Oak Glen Rd.

Cherry Valley, CA 92223

BCVWD
Beaumont-Cherry Valley Water District
P.O. Box 2037
Beaumont, CA 92223

- b. No verbal or oral agreement, promises, or understandings shall be binding upon either BCVWD or EMPLOYEE and any modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c. This Agreement shall be binding on and shall inure to the benefit of heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.
- d. In the event of litigation arising out of this Agreement, or the performance thereof, the Court shall award attorneys' fees to the justly entitled party.
- e. Should any part, clause, provision or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f. A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional agreements, documents, instruments and all such further assurances and will do or cause to be done further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes of this Agreement.
- g. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h. No failure by either BCVWD or EMPLOYEE to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
- i. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and EMPLOYEE, and no provisions contained in this Agreement not any acts of the parties shall be deemed to create any relationship between BCVWD and EMPLOYEE other than the relationship of employer and employee.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is

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attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.

k. All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date first written above.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DATED:

1/13/2022

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DAN JAGGERS, GENERAL MANAGER

EMPLOYEE

_____: I have read and agree to comply with the terms of this Employment and Occupancy Agreement and the Scope of Work (Exhibit A) as may be amended from time to time. I understand that failure to comply with the terms of the Agreement will result in the Agreement being terminated and my having to vacate the DISTRICT-owned Residence.

Upon signing this Agreement, I agree to pay the DISTRICT the first month's (monthly) maintenance fee of \$521.35,

a Security Deposit of \$ 1,564.05, and a Pet Deposit of \$100.00 (if applicable). This Deposit shall be held by the DISTRICT as security for EMPLOYEE'S unpaid monthly maintenance fee, any utilities outstanding, damages and situations beyond normal wear and tear, and the full and timely performance by EMPLOYEE of EMPLOYEE'S obligations under this Agreement, including cleaning, maintaining and repairing the Residence after termination of this Agreement.

I understand and agree to all of the above terms and conditions

DATED: 1-13-2022

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EMPLOYEE - OCCUPANT SIGNATURE

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PRINT NAME JJ

Residence: 13695 Oak Glen Rd., Cherry Valley CA 92223
(ADDRESS)

FOR OFFICE USE ONLY			
Monies Received			
Security Deposit	Amount	Received By	Date
	\$1,564.05	REDACT	

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Pet Deposit	Amount	Received By	Date
		REDACT	
Advance (monthly) maintenance fee	Amount		
	\$521.35		

Attachments	Received (Date)	EMPLOYEE Initials
Exhibit A – Scope of Work	REDACT	
Exhibit B - EMPLOYEE's Job Classification Specification		
Exhibit C – BCVWD District Facilities and Emergency Policy		
Exhibit D – List of Residents at Property (to be updated annually)		
Exhibit E – "Dos and Don'ts of the Septic System"		

Documents provided to District	Received (Date)	District acknowledgment
1. Vaccination records of pets to be maintained on the property	REDACT	
2. Liability Insurance declarations page		
3. Personal Property insurance declarations page		

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT A – SCOPE OF WORK

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Employee-occupants may expect to perform other related similar duties. All items described in this Scope of Work will be conducted in addition to the responsibilities of the employee's regular job description/classification description. Some of the responsibilities include, but are not limited to, the following:

- Provide passive security and safeguard the District's facilities from trespassers and potential vandalism.
 - In the event employee encounters or observes trespassers on BCVWD properties:
 - Inform said trespasser that they are trespassing on BCVWD property and request that they vacate.
 - If the trespasser refuses to cooperate when asked to vacate, notify BCVWD management and the Sheriff's Department. Under no circumstance use force, brandish weapons, or provoke violence. Notify BCVWD of all incidents involving trespass no later than the next working day.
 - Do not grant access to BCVWD facilities to non-District personnel, and do not grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained by the General Manager.
- Monitor property and facilities daily.
- Respond immediately to facilities nearest the residence in the event of a natural disaster or other emergency.
- Provide mutual response in conjunction with other public agencies in the event of a major and/or natural disaster.
- Maintain cleanliness and order of both the interior and exterior areas of Residence structures, as well as the surface of the surrounding roadway.
- Maintain the landscaping of the front and back yards of the Residence as applicable.
- Make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - Minor repairs include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, etc.
 - Maintenance of furniture, fixtures, and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weatherstripping, toilet seats, etc.
- Test smoke and carbon monoxide detectors at least monthly and replace batteries at least annually.
- Alert District management of defective or dangerous conditions at the property or surrounding area immediately upon discovery.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT B – EMPLOYEE'S JOB CLASSIFICATION SPECIFICATION

Department: Operations

FLSA Status: Non-Exempt

Range:

Effective Date: December 20, 2011

PRODUCTION MAINTENANCE II

JOB SUMMARY

Under general supervision, positions in the Production Maintenance II classification perform maintenance and repair work on District pumps, wells, and related equipment; inspect and adjust automatic pump control systems; make regular readings of pump and well instruments and gauges; and maintain District reservoirs, treatment systems, recharge facilities, and well sites.

DUTIES AND RESPONSIBILITIES

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.

- Repairs and maintains automatic pump control systems, including liquid level controls, automatic valves, check valves, globe valves, and gate valves.
- Inspects, services, and maintains oil and air filters, magnetic starters, fuses, circuit breakers, probes, circuits, relays, time delays, coils, switches, bearings, packings, mechanical seals, oil lines, drippers, and gauges.
- Measures amperage, voltage, water levels, and pumping levels.
- Performs a variety of preventive maintenance on pump engines and equipment.
- Adjusts runners and reservoirs to insure adequate supplies of domestic and non-potable water.
- Checks pump operations, making adjustments as necessary.
- Performs maintenance and repairs on pump buildings and facilities.
- Adjusts and maintains chlorinators at District reservoirs.
- Collects samples for water quality analysis.
- Inspects contractor's work on District pumping equipment.

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- Establish and maintain cooperative working relationships with co-workers, outside agencies, and the public.
- Regular attendance and adherence to prescribed work schedule to conduct job responsibilities.

Other Duties

- Performs emergency repairs as necessary.
- Performs related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

- Procedures, methods, tools, and equipment used in the operation of motors, pumps, compressors, electrical panels, automatic controls, valves, timers, and related equipment.
- Chlorinators and domestic water sampling techniques.
- Mathematical principles related to the computation of flows and volumes in water storage and distribution systems.
- Proper work safety standards.

Ability to:

- Inspect and diagnose operating problems on pumps, electric motors, engines, valves, automatic control systems, and related equipment.
- Disassemble pump systems, perform repairs, and reassemble repaired systems.
- Order supplies and parts, maintaining adequate inventory.
- Drive a vehicle safely.
- Read and interpret pump and reservoir charts and gauges.
- Collect water samples.
- Perform arithmetical calculations, including the calculation of chlorine dosages, reservoir volumes, and production.
- Inspect maintenance and repair work performed by others.
- Maintain accurate records.

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Typical Physical Activities

- Operates and works in direct vicinity of vehicles and equipment in water facilities construction, maintenance, and repair work.
- Must be able to carry, push, pull, reach, and lift equipment and parts weighing up to 50 pounds.
- Stoops, kneels, crouches, crawls, and climbs during field maintenance and repair work.
- Works in an environment with exposure to dust, dirt, and significant temperature changes between cold and heat.
- Communicates orally with District staff in face-to-face, one-to-one settings.
- Regularly uses a telephone for communication.
- Uses office equipment such as computer terminals, copiers, and FAX machines.
- Stands and walks for extended time periods.
- Hearing and vision within normal ranges with or without correction.

Environmental Factors

Work is performed outdoors in hot or cold weather under dusty, noisy conditions. Temperature extremes will vary depending on the seasonal exposure. There is occasional exposure to fumes, odors, dusts, gasses and chemicals (such as solvents), and to allergy causing agents (such as poison oak, grasses and insect bites). Equipment that is used on the job presents an exposure to moving and/or vibrating machinery with occasional mechanical and electrical hazard and possible abrasion and contusion.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions.

Hearing: Adequate to hear under both quiet and noisy conditions with the ability to distinguish from which direction a sound is coming.

Vision: Adequate near vision for activities as: reading plans and specifications. Visual color discrimination is necessary for such activities as setting grade markers.

Coordination & Dexterity: Finger dexterity to work accurately with small hand tools and machine parts; arm-hand steadiness adequate to operate hand tools and machinery. Coordination and balance to work on uneven surfaces. Must be able to bend, stretch and reach.

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Physical Strength: Must have muscle force to lift, push, pull and carry heavy objects and the trunk strength for repeated bending, twisting, squatting or pulling for purposes of removing and transporting objects weighing up to 50 Pounds.

1. Exposure to the sun: 80% to 100% work time spent outside a building and exposed to the sun.
2. Work above floor level: Some work done on ladders or other surfaces from 4 to 12 feet above the ground. May be required to climb water tanks and other facilities up to 40 feet above the ground.
3. High temp: Considerable work time in hard manual labor in temperatures between 80-100+ degrees.
4. Humidity: Work in areas with unusually high humidity.
5. Wetness: More than 10% of the work time getting part or all of the body and/or clothing wet.
6. Noise: Occasionally there are unusually loud sounds.
7. Slippery surfaces: Occasional work on unusually slippery surfaces.
8. Oil: Some parts of the body in contact with oil or grease occasionally.
9. Dust: Works in or around areas with minor amounts of dust.
10. Irregular or extended work hours: Occasionally required to change working hours or work overtime.

Training and Experience:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education: Equivalent to completion of twelfth grade, **and**

Experience: Three years of responsible technical work experience in the repair, maintenance, adjustment, and operation of pumps, wells, and reservoirs and automatic control systems.

License Certificate Registration Requirement

Driver License: Possession of a valid California Class C Driver License is required at the time of appointment. Failure to obtain or maintain such required license(s) may be cause for disciplinary action. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Possession and proof of a driving record free of multiple or serious traffic violations or accidents for two (2) consecutive years.

General Certifications: **Possess and maintain** a Water Distribution Operator D-3 and Water Treatment Plant Operator T-2 certification issued by the California State Health Department. Certification(s) need to be finished and obtained either at date of hire or within an acceptable period of time, not to exceed 90 days from hire. Such as: Cal OSHA Safety Certification, etc.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT C – DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

POLICY TITLE: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY
POLICY NUMBER: 5095

5095.1 **Purpose.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley, and unincorporated areas within Riverside and San Bernardino Counties.

5095.2 **Properties.** District-owned residence properties include 4 separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs, and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.

5095.3 **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.

5095.4 **Local Emergencies include:**

1. Acts of vandalism
2. Security breaches
3. Power failures
4. Operational failures
5. Floods
6. Fires
7. Earthquakes
8. Monitor damage caused by wildlife
9. Other natural or human-caused emergencies

5095.5 **Regional Emergencies.** It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.

5095.6 **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

5095.7 **Non-Employee Occupancy.**

1. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private or public agency tenant on a 12-month basis at fair market value.

2. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.

3. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

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5095.8 **Occupancy of District-Owned Residences.** Occupancy of District-owned residences is provided for the convenience of BCVWD.

1. The Employee-Occupant is required to accept this lodging as a condition of employment.
2. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
3. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise
4. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
5. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence. The monthly maintenance fee will contain an annual escalator equal to the District annual cost-of-living adjustment up to a 3 percent maximum to be triggered at the 12-month anniversary date of the Employment and Occupancy Agreement.
6. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on 3 times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out, unless deductions are necessary for:
 - a. Default on payment of the monthly maintenance fee
 - b. Default on reimbursement for electric or propane service
 - c. Damage in excess of normal wear and tear
 - d. Cleaning due to excessive filth / trash / debris

5095.8 **Responsibilities.**

1. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
2. The primary responsibilities of the Employee-Occupant residing in a District-owned residence include but are not limited to:
 - a. Safeguarding property and facilities from trespassers and potential vandalism
 - b. Monitoring property and facilities daily
 - c. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
3. Management will provide procedures for the Employee-Occupant to follow for situations that may occur, to be included in the Scope of Work document
4. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

5095.9 **Occupancy.**

1. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of BCVWD property.
2. During Employee's employment, Employee-Occupant's immediate family (spouse or Registered Domestic Partner, and their children) may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.
3. Maximum occupancy of District-owned residences is 2 persons per bedroom.

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4. Employee may have guests in the residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than 2 guests at any one time. At no time may the maximum occupancy be exceeded. The same guest(s) or person(s) shall not exceed 3 stays per year.

5. Employee may have up to 2 pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e., horses). Pets to be maintained indoors shall be subject to an additional Pet Deposit.

6. All animals in residence on BCVWD property are governed under Title 6 of the Riverside County Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.

7. Copies of proper vaccination records must be submitted to the District for all animals prior to locating them on the premises.

8. Employee-Occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCVWD as an additional insured.

9. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

a. Passenger vehicles and trucks may be parked on the property.

b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or licensed driver residing on the property. Valid registration tags must be displayed.

c. No commercial vehicles other than the Employee-Occupant's assigned District vehicle, or other by permission of the General Manager only

d. Recreational Vehicles (RVs). One RV of any size may be parked on the property.

i. The RV may be occupied by no more than 2 persons on a temporary basis (not to exceed 14 days in a 30-day period).

ii. The RV must be in compliance with all applicable County ordinances.

iii. The RV must be in operable condition, currently registered in the State of California with current valid registration tags displayed.

e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street.

f. Variances to the above policies may be made at the discretion of the General Manager. All variance requests must be submitted in writing to the General Manager.

5095.10 Utilities.

1. Provided by BCVWD free of charge to the residence:

a. Septic tank service and routine related maintenance (normal wear and tear)

i. Employee-Occupant must acknowledge that the residence is on a septic system and agree to properly use and care for the system including drains and laterals.

ii. Employee-Occupant must acknowledge receipt of the guide "Dos and Don'ts of the Septic System" and understanding of the information

iii. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant

b. Pest Control.

i. Pest control shall be provided upon request as needed for interior of residence and garage.

ii. Pest control shall be provided upon recommendation by annual inspection as needed.

2. To be reimbursed by the Employee-Occupant to the District. Employee shall be responsible for payment within 15 days of presentation of invoice or bill by the District:

a. Propane gas

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- b. Electricity
- 3. To be established and provided by Employee-Occupant at their discretion:
 - a. Telephone service
 - b. Internet service
 - c. Television (cable or satellite)
- 4. Trash removal. There is no trash pick-up service for the residence. Employee-Occupant will be responsible for daily removal of trash to an appropriate waste management site. Residence trash may be disposed of in dumpsters at District facilities.
- 5. Water. A charge equivalent to the cost of 8 units of water representing indoor household use, inclusive of any pass-through charges (imported water, electrical, etc.) and meter fees as adopted by the Board as current rates will be included in the calculation of the monthly maintenance fee.

5095.11 Maintenance: BCVWD responsibility:

- 1. BCVWD shall perform or cause to be performed by a qualified contractor an inspection of the Residence and property to determine any maintenance needs every three years or as determined by the General Manager.
- 2. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:
 - i. All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors, and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. Exterior maintenance: roof repair, wood trim, and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
 - ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.

5095.12 Insurance.

- 1. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- 2. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least 30 days written notice of such revision, cancellation or reduction shall have been given to Employee.
- 3. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee-Occupant as additional insured.

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4. Employee-Occupant shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. Employee-Occupant understands, acknowledges and agrees that neither the forgoing assets nor any other property of Employee-Occupant shall be covered under an insurance policy held by BCVWD. The insurance policy shall be issued under the name of the Employee-Occupant and BCVWD named additional insured.

5095.13 Termination of Employment and Occupancy

1. Employee's right to use and occupy a District-owned residence is a condition of employment, subject to review, and is on a periodic basis.
2. Upon termination of employment, the right is also terminated.
3. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon 45 days' written notice.
4. Vacation of premises will occur on the earlier of:
 - a. 45 days following written notice from BCVWD to vacate the residence; or
 - b. 30 days following the date upon which Employee's employment with BCVWD is terminated.
5. Removal of Employee-Occupant's personal property from residence: Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The Employee-Occupant will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, all personal property will be considered abandoned and will be disposed of. Any fixtures installed by the Employee-Occupant become the property of the District.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT D – LIST OF RESIDENTS AT PROPERTY

Occupant List
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Date:

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT D – DOS AND DON'TS OF THE SEPTIC SYSTEM

CSRD's ONSITE SEPTIC SYSTEM HOMEOWNERS GUIDE

Do's and Don'ts

What you put into your septic system greatly affects its ability to do its job. Remember, your septic system contains living organisms that digest and treat waste. As a general rule of thumb, do not dispose of anything in your septic system that can just as easily be put in the trash. Your system is not designed to be a garbage can and solids build up in the septic tank that will eventually need to be pumped. The more solids that go into the tank, the more frequently the tank will need to be pumped, and the higher the risk that problems will arise.

By educating everyone in your household about what is and what isn't good for septic systems, you can save a lot of money and headaches, while prolonging the life of your system and the health of your family, property and the environment.



Installation

Do

- ✓ If you're planning an addition that adds more than 15 per cent to your home's floor area, increases the number of bedrooms, or increases the number of plumbing fixtures, you may need to enlarge your septic system.
- ✓ If you plan an addition or renovation that involves an increase in the use of your septic system and a building permit is required for the addition or renovation, the CSRD will require a stamped and signed letter from an Authorized Person stating that the existing septic system is sufficient to accommodate the increase wastewater.
- ✓ Use professional licensed onsite contractors when needed.

Don't

- ✗ Don't expand the size of your residence, add a basement suite, or start a business (e.g. daycare) without adjusting the size of your septic system.
- ✗ Don't attempt to install or repair your septic system without the involvement of a Registered Onsite Wastewater Practitioner or a Qualified Professional.
- ✗ Don't make or allow repairs to your septic system without obtaining any required permits.

Your Drainfield: It's not a parking lot!

Do

- ✓ Watch for settlement that might direct water onto the drainfield.
- ✓ Keep the area grassed to promote evaporation and avoid erosion.

Don't

- ✗ Don't allow vehicles to drive over the drainfield area or park on it.
- ✗ Don't plant any trees or shrubs on or near the bed, their roots can clog pipes.
- ✗ Don't drain downspouts, sump pumps, etc. down the septic system.
- ✗ Don't alter drainage features without consideration for impacts to the disposal field.
- ✗ Don't build over the drainfield or cover it with a hard surface such as asphalt, brick or patio stones.
- ✗ Don't excessively water the lawn over the drainfield area.
- ✗ Don't install automatic lawn sprinklers in the area.

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System Maintenance

Do

- ✓ Do learn the location of your septic tank and drainfield. Keep a sketch of it handy with your maintenance record for service visits.
- ✓ Do keep your septic tank cover accessible for inspections and pumping. Install risers if necessary.
- ✓ Do have an Authorized Person design a maintenance plan for your system.
- ✓ Do have your septic system inspected annually.
- ✓ Do ensure you have an effluent filter installed on your septic tank to reduce the amount of solids leaving the tank and to increase the life of your system.
- ✓ Do have your septic tank pumped out by an ROWP approximately every three to five years, or as often as is appropriate for your system.
- ✓ Do call a professional whenever you experience problems with your system, or if there are any signs of system failure.
- ✓ Do keep a detailed record of repairs, pumping, inspections, permits issued, and other maintenance activities.

Don't

- ✗ Don't access or enter a septic tank.
- ✗ Don't use septic tank additives.

Waste: Your Septic System is not a garbage can!

Do

- ✓ Dispose of solids appropriately. The only things that should be flushed down the toilet are wastewater and toilet paper.
- ✓ Dispose of chemicals and fuels at approved waste sites.
- ✓ Dispose of grease with the regular garbage. In addition, a grease interceptor between the kitchen sink and the septic tank is often recommended.
- ✓ Use household cleaners such as bleach, disinfectants, and drain and toilet bowl cleaners in moderation and only in accordance with product labels. Overuse of these products can harm your system. See list of alternative cleaners in this guide.
- ✓ Return leftover medications to your pharmacy. Also be aware that human wastes from people on medication (e.g. antibiotics) can affect the performance of your septic system and may require more frequent pumping of your tank.

Don't

- ✗ Do not put cigarette butts, paper towels, sanitary tampons, condoms, disposable diapers, anything plastic or similar non-biodegradables into a septic tank system.
- ✗ Avoid washing food scraps, coffee grinds, and other food items down the drain. Avoid using a garburator to dispose of kitchen wastes. In sink garbage disposal units can increase sludge accumulation by 40 per cent.
- ✗ Never put oil, gasoline, paint thinners, solvents, photographic chemicals, weed or insect killers down the drain. They can poison your septic system and possibly threaten water supplies for your whole neighbourhood. Even latex paint is unhealthy for your septic system.
- ✗ Don't put cooking grease down the drains. It can solidify and clog pipes.
- ✗ Don't use chemical drain cleaners or chemical-based cleaning products.
- ✗ Don't dispose of pharmaceuticals down your drains or toilets.

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Do's and Don'ts continued

Bathroom

Do

- ✓ Install water-saving toilets or install toilet dam devices to reduce water use per flush. Low-flush toilets use 1.6 gallons per flush compared to the three to five gallons used by conventional toilets.
- ✓ Reduce the number of times you flush your toilet with multiple uses before flushing.
- ✓ Install water-saving features in faucets and shower heads. These devices can reduce water use by up to 50 per cent.
- ✓ Fix all leaking faucets and toilets immediately. A toilet that continues to run after flushing could be wasting 20-40 litres per hour – enough water to fill a swimming pool in a year. Leaks can cost you up to \$240 per year.
- ✓ Take shorter showers. Shortening your shower time to 5 minutes or less can save up to 40 litres of water each time you shower.

Don't

- ✗ Don't let taps flow unnecessarily.
- ✗ Do not let the water run while washing hands, shaving or brushing your teeth. You can save up to 22 litres of water per use!

Kitchen Sink

Do

- ✓ Compost kitchen wastes (organic matter) instead of using a garbage disposal.
- ✓ Scrape dishes into the garbage instead of the sink.
- ✓ Use a drain catcher to stop food bits from going down the drain.

Laundry

Do

- ✓ Buying a new washing machine? Look for appliances that display the Energy Star symbol. Newer energy-efficient clothes washers use 50 percent less water than a standard model. Side-loading machines use up to 40% less water than top-loading machines.
- ✓ Run washing machines and dish washers only with full loads. Alternatively, select the proper load size for your washing machine. Washing small loads of laundry with large quantities of water is a waste of both water and energy.
- ✓ Spread water loading. Instead of washing four loads of laundry in one day, do one or two loads a day. If you're expecting a large crowd, reduce water use for a few days before the guests arrive.
- ✓ Cool hot tub water and drain onto turf or landscaped areas of your property well away from the septic tank, drainfield and house in accordance with local regulations.

Don't

- ✗ Avoid caustic drain openers and cleaners.
- ✗ Avoid water softeners. Some needlessly pump hundreds of gallons of water into the septic system all at once. Water softeners also remove hardness by using a salt to initiate an ion exchange. The backwash to regenerate the softener flushes pounds of this used salt into the septic system. Studies have shown that water softener brine regeneration wastes not only harm the bacteria in the wastewater treatment system, they can also cause the septic tank itself to discharge greater concentrations of solids, grease, and oil into the dispersal field.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

560 Magnolia Ave., Beaumont, CA 92223

EMPLOYMENT AND OCCUPANCY AGREEMENT – AGENCY FACILITIES

This Employment and Occupancy Agreement ("Agreement") is made and executed effective:

Wednesday, January 26, 2022 by and between Beaumont-Cherry Valley Water District, an independent special district of the State of California (BCVWD or "DISTRICT"), and:

REDACT ("EMPLOYEE"), an individual.

PART I - RECITALS

1. BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley and unincorporated areas within Riverside and San Bernardino Counties.
2. For the convenience of the DISTRICT, and in the best interest of the DISTRICT, BCVWD desires to engage the services of EMPLOYEE to perform duties as specified herein including in the Scope of Work with respect to said facilities and associated structures.
3. EMPLOYEE has the experience and qualifications necessary to perform required duties.
4. The purpose of this Agreement is to set forth the terms by which BCVWD has engaged EMPLOYEE to perform various duties at BCVWD's facilities located at:

13697 Oak Glen Rd.

Cherry Valley, CA 92223

and other miscellaneous properties; and the terms and conditions under which EMPLOYEE shall occupy the residential premises owned by BCVWD ("Residence") located at:

13697 Oak Glen Rd., Cherry Valley CA 92223

5. The parties hereby acknowledge that EMPLOYEE shall pay \$585.52 per month which will accrue to pay for major maintenance of the DISTRICT-owned Residence. This amount will increase by an annual escalator equal to the District's cost-of-living wage adjustment up to a maximum adjustment of 3 percent on the first of the month following the 12-month anniversary date of this agreement, and annually thereafter.

PART II - SCOPE OF WORK

1. **Location.** In consideration of occupancy of the DISTRICT-owned Residence ("Residence") at:
13697 Oak Glen Rd., Cherry Valley CA 92223:
2. **Residence.** EMPLOYEE shall reside full-time at the BCVWD above-identified Residence located on BCVWD property as part of the terms of this Agreement.
3. **Services to be Provided**
 - a. Effectively safeguard the DISTRICT property and facilities from trespassers and potential vandalism
 - b. Monitor property and facilities daily
 - c. Respond immediately to facilities nearest the Residence in the event of a natural disaster or other emergency
 - d. Perform the duties as outlined in Exhibit A, Scope of Work
 - e. EMPLOYEE's regular duties, responsibilities, and obligations are defined in, and are hereby incorporated by reference, in the EMPLOYEE's regular Job Classification Specification (job description).

4. Site/Facility Security

EMPLOYEE shall be alert to the fact that Edgar Canyon facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to BCVWD. All activity in and around the streams is prohibited. Guests of the EMPLOYEE are not allowed tours, nor will photography, videography, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than BCVWD management.

5. Compensation and Job Status

- A. EMPLOYEE's employment status under this Agreement shall be at-will and governed by the BCVWD Employees MOU and/or District Policy.
- B. EMPLOYEE shall observe adherence to all BCVWD Employee Rules and Regulations, Policies, and the Policies and Procedures Manual.
- C. EMPLOYEE's regular Job Classification Specification is attached as Exhibit B and such duties are in addition to the Scope of Work (Exhibit A) as the course of regular employment.

PART III - TERMS OF OCCUPANCY OF RESIDENCE

Occupancy by the EMPLOYEE is not a benefit of employment but is required due to the need for oversight of the BCVWD property.

1. Occupancy

- A. A Residence consisting of a 3 bedroom structure and detached garage are located on BCVWD's property in the area where EMPLOYEE performs work for BCVWD.

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- B. EMPLOYEE agrees that they carefully examined the Residence prior to occupancy, including the grounds and all buildings and improvements, and that the facilities are, at the time of this Agreement, in good order and repair, and in a safe and clean condition. EMPLOYEE accepts occupancy of the Residence "as is."
- C. No Residential Tenancy Created. This Agreement does not establish a leasehold interest in the Residence or the property upon which the Residence is situated. This Agreement does not establish a landlord-tenant relationship between EMPLOYEE and BCVWD. The Residence is corporate housing provided to EMPLOYEE under a license as part of the position of EMPLOYEE. To the extent that any rights under California residency laws apply, EMPLOYEE hereby explicitly waives them.
- D. BCVWD recognizes the presence of occupants in said Residence is beneficial to BCVWD in terms of maintenance, security and emergency response. Accordingly, BCVWD shall permit EMPLOYEE and Family Members as defined in the District Residences and Facility Emergency Policy, if any, to occupy said Residence during EMPLOYEE's employment together with an appropriate monthly maintenance fee as well as exchange of the performance of certain associated job duties and activities set forth on Exhibit A – Scope of Work including but not limited to maintaining and securing the Residence in accordance with the terms established herein.
- E. The maximum occupancy of the Residence is two (2) persons per bedroom.
- F. EMPLOYEE may have guests in the Residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. At no time may the maximum occupancy (Section E, above) be exceeded. The same guest(s) or person(s) shall not exceed three (3) stays per year.
- G. Within two (2) days of any change, EMPLOYEE shall advise BCVWD of any additional inhabitants or change of inhabitants at Residence (including family or overnight guests and persons overnighing in any RV parked on the property) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

Occupant List

Date:

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- H. The Residence shall be used as a private dwelling and will be occupied only by those persons named above. The Residence shall not be used for any other purposes without the consent of the General Manager.

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2. Rules.

A. Pets and animals.

- i. Under no circumstances shall EMPLOYEE maintain on the property wild or undomesticated animals, which are deemed as potentially dangerous by BCVWD.
 - ii. All animals in residence on BCVWD property are governed under Title 6 - Animals of the County of Riverside Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the Residence.
 1. Dogs must be properly and currently licensed, vaccinated and in compliance with the ordinances of the County of Riverside or County of San Bernardino.
 2. Proof of required vaccinations must be submitted prior to occupancy.
 - iii. All dogs must be specifically listed for coverage on the required liability insurance policy. Dog breeds disallowed for coverage by the insurer are not allowed on District property.
 - iv. Any animal declared by the County to be a public nuisance, noisy animal, potentially dangerous or dangerous, or vicious animal must be immediately removed from District property.
 - v. Any animal involved in an incident such as a bite or attack must be removed from District property regardless of the outcome or determination of any County investigation or action.
 - vi. All animals approved by BCVWD shall be quartered as deemed appropriate by BCVWD.
 - vii. Pets to be maintained indoors shall be subject to an additional Pet Deposit.
 - viii. Animals not in compliance with the above may be removed by DISTRICT.
- B. Fires. No fires shall be permitted on BCVWD property except in facilities such as wood burning stoves, fireplaces, the existing fire pit, or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no other open fires will be allowed.
- C. EMPLOYEE shall not permit anything dangerous, flammable, or explosive on the DISTRICT Property or within the Residential Unit.
- D. Firearms. Legal firearms/weapons and associated ammunition are permitted on BCVWD property as permitted by law.
- E. EMPLOYEE shall not erect any television or radio antenna, flagpole, or similar structure on the exterior of the Residential Unit or on any other location on the DISTRICT Property without written permission from the General Manager or their designee.
- F. EMPLOYEE shall not allow unlawful use of the DISTRICT Property or Residential Unit.
- G. EMPLOYEE shall not operate or use the DISTRICT Property or Residential Unit in such a manner as to create a nuisance on the property.
- H. EMPLOYEE shall not grow, or allow others to grow, any crops on the DISTRICT Property or within the Residential Unit without prior written permission from the DISTRICT Manager.

- I. EMPLOYEE agrees to comply with all federal, state and local laws, ordinances and rules with regards to illegal drugs or substances.

3. Utilities

- A. Provided by BCVWD free of charge to the Residence:
 - i. Septic tank service and routine related maintenance (normal wear and tear)
 1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.
 2. Employee-Occupant acknowledges receipt of the guide "Dos and Don'ts of the Septic System" and understands the information.
 3. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant.
 - ii. Pest control
 1. Pest control shall be provided upon request as needed for interior of Residence and garage.
 2. Pest control shall be provided upon recommendation by annual inspection as needed.
- B. To be reimbursed to the District upon receipt of bill:
 - i. Propane gas
 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
 - ii. Electricity
 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
- C. To be established and provided by EMPLOYEE at their discretion:
 - i. Telephone service
 - ii. Internet service
 - iii. Television (cable or satellite)
- D. Trash removal: There is no trash pick-up service for the Residence. EMPLOYEE will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.
- E. Water Service: A flat rate for water service will be collected with the monthly maintenance fee, based on eight (8) units of water use including any pass-through charges (imported water, electrical, etc.) and meter fees. The flat rate will be adjusted per any change in BCVWD's approved rates.

4. Maintenance

- A. EMPLOYEE Responsibility

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- a. EMPLOYEE shall maintain cleanliness and order of both the interior and exterior areas of said Residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- b. EMPLOYEE shall maintain the lawn, front and back yards of the Residence as applicable.
- c. EMPLOYEE shall make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - i. Minor repairs would include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, and the like
 - ii. Maintenance of furniture, fixtures and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weather stripping, toilet seats, and the like
- d. Under no circumstances shall EMPLOYEE make any modifications, additions, or improvements of any nature to any BCVWD structure, landscaping or property without first obtaining written authorization from BCVWD.
- e. All permitted modifications, additions, or improvements and any fixtures installed by EMPLOYEE shall be the property of the DISTRICT.
- f. Requests for repair, maintenance items or improvements to the Residence must obtain prior approval in accordance with District Policy (5080 Purchasing).
- g. EMPLOYEE is required to alert BCVWD of defective or dangerous conditions at the property immediately upon discovery.

B. BCVWD Responsibility

- a. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the EMPLOYEE or occupants otherwise beyond normal wear and tear (in which case, EMPLOYEE will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for all interior, exterior and replacements as specified below:
 - i. All Residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. All exterior maintenance, roof repair, wood trim and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to Residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit.

- ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
- x. All requests for maintenance of any of the aforementioned shall be directed to BCVWD, and subsequent follow-up and approval of work shall be solely at the discretion of BCVWD.

5. Unauthorized Individuals/Trespassers

- A. In the event EMPLOYEE encounters or observes trespassers on BCVWD properties, EMPLOYEE shall:
 - (i) Inform said trespasser that they are trespassing on BCVWD property and request they vacate.
 - (ii) If the trespasser refuses to cooperate when asked to vacate, EMPLOYEE shall notify BCVWD management and the Sheriff's Department. Under no circumstance shall EMPLOYEE use force, brandish weapons or provoke violence. BCVWD shall be notified of all incidents involving trespass no later than the next working day.
 - (iii) EMPLOYEE shall not grant access to BCVWD facilities by non-DISTRICT personnel, nor shall EMPLOYEE grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained from the General Manager.

6. Vehicles

All vehicles stored at Residence area must be operable and must meet applicable State of California emissions requirements. BCVWD reserves the right to limit the number of vehicles stored on property if BCVWD deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to BCVWD structures, facilities, or personnel. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

- a. Passenger vehicles and trucks may be parked on the property
- b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, registered domestic partner, or other licensed driver residing on the property and listed on the Occupant List. Valid registration tags must be displayed
- c. No commercial vehicles other than the employee's assigned District vehicle, or other by permission of the General Manager only
- d. RVs

One Recreational Vehicle (RV) of any size may be parked on the property.

The RV may be occupied by no more than two persons on a temporary basis for not more than 14 consecutive days or 30 days total in one calendar year, and no more than two (2) guests at any one time. The same guest(s) or person(s) shall not exceed three (3) stays per year)

The RV must adhere to all applicable County ordinances

The RV must be in in operable condition, currently registered in the State of California with current valid tags displayed

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- e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles

These types of other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street

7. Smoke and Carbon Monoxide Detectors.

EMPLOYEE acknowledges and agrees that smoke and carbon monoxide detectors are in place and are operational. EMPLOYEE agrees to test the smoke and carbon monoxide detectors at least once a month. If the detectors are battery powered, EMPLOYEE agrees to replace the batteries at least annually. If, after replacing the batteries, the smoke and carbon monoxide detectors do not work, EMPLOYEE agrees to inform the DISTRICT immediately. If the detectors are not battery powered, EMPLOYEE agrees to inform the DISTRICT immediately of any malfunction.

8. Demand to Vacate Premises

BCVWD reserves the right to require the EMPLOYEE to vacate the premises in the event of a disaster or life-threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the EMPLOYEE and related occupant(s) of the Residence. EMPLOYEE and any related occupants will, without argument, abandon the property immediately upon the verbal request of the BCVWD General Manager (or designated spokesperson), or a Department Head. EMPLOYEE and related occupants shall not return to the property until authorization is given by any one of the above named BCVWD representatives.

9. Personal Property

- A. EMPLOYEE shall have sole responsibility for the personal contents of the property.
- B. Insurance. EMPLOYEE shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. EMPLOYEE understands, acknowledges and agrees that neither the forgoing assets nor any other property of EMPLOYEE shall be covered under and insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the EMPLOYEE and BCVWD named additional insured.
- C. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain and aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- D. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee
- E. DISTRICT is not responsible for EMPLOYEE'S personal property. In the event that EMPLOYEE'S personal property or equipment on the DISTRICT Property is damaged in any way, irrespective of the cause, DISTRICT shall not be liable therefore. EMPLOYEE does hereby release and waive on behalf of itself and any insurer by subrogation or

during EMPLOYEE's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

13. Assignment of Agreement

Under no circumstance shall the EMPLOYEE assign the terms of this agreement to any other individual. EMPLOYEE shall have no right to assign, or otherwise transfer this Employment and Occupancy Agreement either voluntarily or by operation of law, in whole or in part, nor to sublet or permit occupancy by any party other than EMPLOYEE of all or any part of the premises without the prior written consent of BCVWD in each instance, which consent may be withheld in BCVWD's sole and absolute discretion. Any purported assignment or subletting of BCVWD's interest shall be null and void and shall, at the option of BCVWD, terminate this Employment and Occupancy Agreement.

14. Term of this Agreement

The term of this Agreement shall be for a period of two (2) years from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

15. Default.

A party shall be deemed to be in default under the terms of this Employment and Occupancy Agreement if a party shall fail to promptly perform or observe any covenant, condition or responsibility to be performed by any party under this Employment and Occupancy Agreement within thirty (30) days after written notice from the other party describing in reasonable terms the manner in which such party has failed to perform their obligation under this Employment and Occupancy Agreement and specifying the action that must be taken to cure the claimed nonperformance.

16. Surrender or Abandonment.

If at any time during the Term of this Agreement, EMPLOYEE abandons the DISTRICT Property or any part thereof, DISTRICT automatically obtains possession of the Residential Unit without becoming liable to EMPLOYEE for damages or for any payment of any kind whatever. DISTRICT shall consider any personal property belonging to EMPLOYEE and left on the Property to also have been abandoned, in which case DISTRICT may dispose of all such personal property in any manner DISTRICT shall deem proper and DISTRICT is hereby relieved of all liability for doing so. EMPLOYEE agrees that upon surrender or abandonment, DISTRICT shall not be liable or responsible for storage or disposition of EMPLOYEE'S personal property.

17. Remedies.

In the event of a default by a party, the non-defaulting party without further notice to the defaulting party shall have all available remedies provided by law or equity.

18. General Provisions

- a. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, addresses as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Should BCVWD or EMPLOYEE have a change of address, the other party shall be immediately notified as provided in this paragraph of such change.

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13697 Oak Glen Rd.

Cherry Valley, CA 92223

BCVWD Beaumont-Cherry Valley Water District
 P.O. Box 2037
 Beaumont, CA 92223

- b. No verbal or oral agreement, promises, or understandings shall be binding upon either BCVWD or EMPLOYEE and any modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto.
- c. This Agreement shall be binding on and shall inure to the benefit of heirs, successors, executors, administrators, assigns, and personal representatives of the respective parties.
- d. In the event of litigation arising out of this Agreement, or the performance thereof, the Court shall award attorneys' fees to the justly entitled party.
- e. Should any part, clause, provision or condition of this Agreement be held void, invalid, or inoperative, such invalidity shall not affect any other provision hereof, which shall be effective as though such invalid provisions had not been made.
- f. A party hereto, at any time upon reasonable request of the other party, will execute, acknowledge and deliver all such additional agreements, documents, instruments and all such further assurances and will do or cause to be done further acts and things, in each case, as may be proper or reasonably necessary to carry out the purposes of this Agreement.
- g. This Agreement and performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of California.
- h. No failure by either BCVWD or EMPLOYEE to insist upon strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.
- i. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between BCVWD and EMPLOYEE, and no provisions contained in this Agreement not any acts of the parties shall be deemed to create any relationship between BCVWD and EMPLOYEE other than the relationship of employer and employee.
- j. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is

attached to any other counterpart identical thereto, except having additional signature pages executed by other parties to this Agreement attached hereto.

- k. All of the Recitals are hereby incorporated herein by this reference to the same extent as though herein again set forth in full.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective the date first written above.

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DATED:

1/13/2022


DAN JAGGERS, GENERAL MANAGER

REDACT

EMPLOYEE, _____: I have read and agree to comply with the terms of this Employment and Occupancy Agreement and the Scope of Work (Exhibit A) as may be amended from time to time. I understand that failure to comply with the terms of the Agreement will result in the Agreement being terminated and my having to vacate the DISTRICT-owned Residence.

Upon signing this Agreement, I agree to pay the DISTRICT the first month's (monthly) maintenance fee of \$585.52,

a Security Deposit of \$ 1,756.56, and a Pet Deposit of \$100.00 (if applicable). This Deposit shall be held by the DISTRICT as security for EMPLOYEE'S unpaid monthly maintenance fee, any utilities outstanding, damages and situations beyond normal wear and tear, and the full and timely performance by EMPLOYEE of EMPLOYEE'S obligations under this Agreement, including cleaning, maintaining and repairing the Residence after termination of this Agreement.

I understand and agree to all of the above terms and conditions.

DATED: 1-13-22

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EMPLOYEE - OCCUPANT SIGNATURE

REDACT

PRINT NAME

Residence: 13697 Oak Glen Rd., Cherry Valley CA 92223
(ADDRESS)

FOR OFFICE USE ONLY			
Monies Received			
Security Deposit	Amount	Received By	Date
	\$1,756.56	REDACT	

REDACT

Pet Deposit	Amount	Received By	Date
		REDACT	
Advance (monthly) maintenance fee	Amount		
	\$585.52		

Attachments	Received (Date)	EMPLOYEE Initials
Exhibit A – Scope of Work	REDACT	
Exhibit B - EMPLOYEE's Job Classification Specification		
Exhibit C – BCVWD District Facilities and Emergency Policy		
Exhibit D – List of Residents at Property (to be updated annually)		
Exhibit E – “Dos and Don’ts of the Septic System”		
Documents provided to District	Received (Date)	District acknowledgment
1. Vaccination records of pets to be maintained on the property	REDACT	
2. Liability Insurance declarations page		
3. Personal Property insurance declarations page		



BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT A – SCOPE OF WORK

The duties and responsibilities listed below are intended to provide a representative list of the various types of work that may be performed. Employee-occupants may expect to perform other related similar duties. All items described in this Scope of Work will be conducted in addition to the responsibilities of the employee's regular job description/classification description. Some of the responsibilities include, but are not limited to, the following:

- Provide passive security and safeguard the District's facilities from trespassers and potential vandalism.
 - In the event employee encounters or observes trespassers on BCVWD properties:
 - Inform said trespasser that they are trespassing on BCVWD property and request that they vacate.
 - If the trespasser refuses to cooperate when asked to vacate, notify BCVWD management and the Sheriff's Department. Under no circumstance use force, brandish weapons, or provoke violence. Notify BCVWD of all incidents involving trespass no later than the next working day.
 - Do not grant access to BCVWD facilities to non-District personnel, and do not grant permission to any person(s) to hike on or through BCVWD property unless written permission has been obtained by the General Manager.
- Monitor property and facilities daily.
- Respond immediately to facilities nearest the residence in the event of a natural disaster or other emergency.
- Provide mutual response in conjunction with other public agencies in the event of a major and/or natural disaster.
- Maintain cleanliness and order of both the interior and exterior areas of Residence structures, as well as the surface of the surrounding roadway.
- Maintain the landscaping of the front and back yards of the Residence as applicable.
- Make minor repairs and maintain the property in good order including furnishings, appliances, and fixtures in the Residence.
 - Minor repairs include such tasks as leaky faucets and other water leaks, loose handles, blemishes on walls, etc.
 - Maintenance of furniture, fixtures, and appliances would include such tasks as replacing light bulbs, tightening bolts or screws, repairing tears, proper cleaning, window screens, weatherstripping, toilet seats, etc.
- Test smoke and carbon monoxide detectors at least monthly and replace batteries at least annually.
- Alert District management of defective or dangerous conditions at the property or surrounding area immediately upon discovery.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT B – EMPLOYEE'S JOB CLASSIFICATION SPECIFICATION

Department: Operations

FLSA Status: At-Will Exempt

Range:

Effective Date: December 20, 2011

DIRECTOR OF OPERATIONS

JOB SUMMARY

This exempt at-will class is responsible for planning, organizing, directing and reviewing the activities and operations of the Operations Department including; operation and maintenance of District conveyance, storage, transmission, distribution and treatment facilities; manage District-wide water quality function; coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the General Manager.

Supervision Received and Exercised

Receives direction from the General Manager.

Exercises direct supervision over assigned management, professional and clerical personnel.

DUTIES AND RESPONSIBILITIES

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.

Duties include but are not limited to the following:

1. Provide leadership to the Operations and Maintenance Department to develop, plan and implement departmental goals and objectives
2. Recommend and administer policies and procedures.
3. Coordinate department activities with those of other departments and outside agencies and organizations; provide staff assistance to the General Manager and Board of Directors through the General Manager; prepare and present staff reports and other necessary correspondence.
4. Direct, oversee and participate in the development of the Department's work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
5. Select, train, motivate and evaluate personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement disciplinary procedures consistent with District guidelines.
6. Represent the Department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.
7. Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.

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8. Ensures compliance with state and federal regulations regarding water quality, employee safety, and environmental issues.
9. Serve as District's Emergency Operations Center Director and assure that emergency planning is up to date.
10. Perform related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Knowledge of:

1. Principles and practices of contemporary water utility operations, management and organization, including treatment processes and construction and maintenance of water facilities and distribution systems.
2. Principles and practices of public administration, including utility financing.
3. Pertinent local, State, and Federal laws, rules and regulations including EPA and DOHS Safe Drinking Water Regulations.
4. Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs.
5. Principles and practices of organization, administration and team-based management.
6. Principles and practices of budget preparation and administration, including procedure and techniques characteristic of utility operations.
7. Working knowledge of the State's Incident Command Structure (ICS).
8. Principles of supervision, training, and performance evaluation.
9. Principles of maintenance management.
10. Principles of labor relations.

Ability to:

1. Plan, direct and control the administration and operations of the Operations and Maintenance Department and manage the water quality function.
2. Plan, direct and control the maintenance of the water system to assure safe and reliable and economic operation of the raw and treated water systems and that facilities are maintained in accordance with the preventative maintenance plan are clean and orderly.
3. On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various personnel rules; and explain and interpret policy.
4. Develop and implement department policies and procedures.
5. Gain cooperation through discussion, persuasion, participation and team processes.
6. Successfully develop, control and administer departmental budget and expenditures.
7. Analyze problems, identify alternative solutions, project consequences or proposed actions and implement recommendations in support of goals.
8. Interpret and apply District policies, procedures, rules and regulations.
9. Communicate clearly and concisely, both orally and in writing.
10. Supervise, train and evaluate assigned personnel.
11. Establish and maintain effective working relationships with those contacted in the course of work.
12. Routinely provide on-call coverage on a 24-hour basis to respond to District emergencies.

Training and Experience:

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

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Education: Equivalent to a Bachelor's degree from an accredited college or university with major coursework in civil engineering, business or public administration or a related field. A Master's degree in business or public administration is highly desirable.

Experience: Eight years of increasingly responsible experience in water utility operations and maintenance, including three years of significant administrative and managerial experience working in a large public agency.

Licenses; Certificates; Special Requirements:

Possession of a valid Professional Engineer Registration and/or Grade IV or higher Water Treatment and Water Distribution certification in the State of California is highly desirable.

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

PHYSICAL AND MENTAL DEMANDS AND WORK ENVIRONMENT

Work is mainly performed in a normal office and meeting room environments. On occasion, the position requires the ability to travel on District business and to visit and inspect District facilities and projects that require traversing uneven or difficult terrain, in all types of weather conditions. The duties of the position require the ability to walk, observe, talk, listen, and operate a computer and telephone. Occasionally, work requires lifting or moving up to 15 pounds. Work hours are irregular and include evening meetings.

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 and information; make arithmetic calculations; analyze and solve customer problems; observe and interpret situations; learn and apply new information; rapidly perform highly detailed work on multiple, concurrent tasks with constant interruptions; interact with others encountered in the course of work and customers who are often upset and dissatisfied.

Work Environment:

Work is mainly performed in a normal office and meeting room environments. On occasion, the position requires the ability to travel on District business and to visit and inspect District facilities and projects that require traversing uneven or difficult terrain, in all types of weather conditions.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT C – DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

POLICY TITLE: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

POLICY NUMBER: 5095

5095.1 **Purpose.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley, and unincorporated areas within Riverside and San Bernardino Counties.

5095.2 **Properties.** District-owned residence properties include 4 separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs, and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.

5095.3 **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.

5095.4 Local Emergencies include:

1. Acts of vandalism
2. Security breaches
3. Power failures
4. Operational failures
5. Floods
6. Fires
7. Earthquakes
8. Monitor damage caused by wildlife
9. Other natural or human-caused emergencies

5095.5 **Regional Emergencies.** It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.

5095.6 **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

5095.7 **Non-Employee Occupancy.**

1. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private or public agency tenant on a 12-month basis at fair market value.
2. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.
3. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

5095.8 **Occupancy of District-Owned Residences.** Occupancy of District-owned residences is provided for the convenience of BCVWD.

1. The Employee-Occupant is required to accept this lodging as a condition of employment.
2. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
3. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise
4. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
5. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence. The monthly maintenance fee will contain an annual escalator equal to the District annual cost-of-living adjustment up to a 3 percent maximum to be triggered at the 12-month anniversary date of the Employment and Occupancy Agreement.
6. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on 3 times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out, unless deductions are necessary for:
 - a. Default on payment of the monthly maintenance fee
 - b. Default on reimbursement for electric or propane service
 - c. Damage in excess of normal wear and tear
 - d. Cleaning due to excessive filth / trash / debris

5095.8 **Responsibilities.**

1. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
2. The primary responsibilities of the Employee-Occupant residing in a District-owned residence include but are not limited to:
 - a. Safeguarding property and facilities from trespassers and potential vandalism
 - b. Monitoring property and facilities daily
 - c. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
3. Management will provide procedures for the Employee-Occupant to follow for situations that may occur, to be included in the Scope of Work document
4. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

5095.9 **Occupancy.**

1. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of BCVWD property.
2. During Employee's employment, Employee-Occupant's immediate family (spouse or Registered Domestic Partner, and their children) may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.
3. Maximum occupancy of District-owned residences is 2 persons per bedroom.

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4. Employee may have guests in the residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than 2 guests at any one time. At no time may the maximum occupancy be exceeded. The same guest(s) or person(s) shall not exceed 3 stays per year.

5. Employee may have up to 2 pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e., horses). Pets to be maintained indoors shall be subject to an additional Pet Deposit.

6. All animals in residence on BCVWD property are governed under Title 6 of the Riverside County Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.

7. Copies of proper vaccination records must be submitted to the District for all animals prior to locating them on the premises.

8. Employee-Occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCVWD as an additional insured.

9. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

a. Passenger vehicles and trucks may be parked on the property.

b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or licensed driver residing on the property. Valid registration tags must be displayed.

c. No commercial vehicles other than the Employee-Occupant's assigned District vehicle, or other by permission of the General Manager only

d. Recreational Vehicles (RVs). One RV of any size may be parked on the property.

i. The RV may be occupied by no more than 2 persons on a temporary basis (not to exceed 14 days in a 30-day period).

ii. The RV must be in compliance with all applicable County ordinances.

iii. The RV must be in operable condition, currently registered in the State of California with current valid registration tags displayed.

e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street.

f. Variances to the above policies may be made at the discretion of the General Manager. All variance requests must be submitted in writing to the General Manager.

5095.10 Utilities.

1. Provided by BCVWD free of charge to the residence:

a. Septic tank service and routine related maintenance (normal wear and tear)

i. Employee-Occupant must acknowledge that the residence is on a septic system and agree to properly use and care for the system including drains and laterals.

ii. Employee-Occupant must acknowledge receipt of the guide "Dos and Don'ts of the Septic System" and understanding of the information

iii. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant

b. Pest Control.

i. Pest control shall be provided upon request as needed for interior of residence and garage.

ii. Pest control shall be provided upon recommendation by annual inspection as needed.

2. To be reimbursed by the Employee-Occupant to the District. Employee shall be responsible for payment within 15 days of presentation of invoice or bill by the District:

a. Propane gas

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- b. Electricity
- 3. To be established and provided by Employee-Occupant at their discretion:
 - a. Telephone service
 - b. Internet service
 - c. Television (cable or satellite)
- 4. Trash removal. There is no trash pick-up service for the residence. Employee-Occupant will be responsible for daily removal of trash to an appropriate waste management site. Residence trash may be disposed of in dumpsters at District facilities.
- 5. Water. A charge equivalent to the cost of 8 units of water representing indoor household use, inclusive of any pass-through charges (imported water, electrical, etc.) and meter fees as adopted by the Board as current rates will be included in the calculation of the monthly maintenance fee.

5095.11 Maintenance: BCVWD responsibility:

- 1. BCVWD shall perform or cause to be performed by a qualified contractor an inspection of the Residence and property to determine any maintenance needs every three years or as determined by the General Manager.
- 2. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:
 - i. All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors, and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. Exterior maintenance: roof repair, wood trim, and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.
 - vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
 - vii. All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
 - viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
 - ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.

5095.12 Insurance.

- 1. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.
- 2. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least 30 days written notice of such revision, cancellation or reduction shall have been given to Employee.
- 3. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee-Occupant as additional insured.

4. Employee-Occupant shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. Employee-Occupant understands, acknowledges and agrees that neither the forgoing assets nor any other property of Employee-Occupant shall be covered under an insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the Employee-Occupant and BCVWD named additional insured.

5095.13 Termination of Employment and Occupancy

1. Employee's right to use and occupy a District-owned residence is a condition of employment, subject to review, and is on a periodic basis.
2. Upon termination of employment, the right is also terminated.
3. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon 45 days' written notice.
4. Vacation of premises will occur on the earlier of:
 - a. 45 days following written notice from BCVWD to vacate the residence; or
 - b. 30 days following the date upon which Employee's employment with BCVWD is terminated.
5. Removal of Employee-Occupant's personal property from residence: Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The Employee-Occupant will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, all personal property will be considered abandoned and will be disposed of. Any fixtures installed by the Employee-Occupant become the property of the District.

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BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT D – LIST OF RESIDENTS AT PROPERTY

Occupant List
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Date:



BEAUMONT-CHERRY VALLEY WATER DISTRICT

EMPLOYMENT AND OCCUPANCY AGREEMENT

EXHIBIT D – DOS AND DON'TS OF THE SEPTIC SYSTEM

CSRD'S ONSITE SEPTIC SYSTEM HOMEOWNERS GUIDE

Do's and Don'ts

What you put into your septic system greatly affects its ability to do its job. Remember, your septic system contains living organisms that digest and treat waste. As a general rule of thumb, do not dispose of anything in your septic system that can just as easily be put in the trash. Your system is not designed to be a garbage can and solids build up in the septic tank that will eventually need to be pumped. The more solids that go into the tank, the more frequently the tank will need to be pumped, and the higher the risk that problems will arise.

By educating everyone in your household about what is and what isn't good for septic systems, you can save a lot of money and headaches, while prolonging the life of your system and the health of your family, property and the environment.



Installation

Do

- ✓ If you're planning an addition that adds more than 15 per cent to your home's floor area, increases the number of bedrooms, or increases the number of plumbing fixtures, you may need to enlarge your septic system.
- ✓ If you plan an addition or renovation that involves an increase in the use of your septic system and a building permit is required for the addition or renovation, the CSRD will require a stamped and signed letter from an Authorized Person stating that the existing septic system is sufficient to accommodate the increase wastewater.
- ✓ Use professional licensed onsite contractors when needed.

Don't

- ✗ Don't expand the size of your residence, add a basement suite, or start a business (e.g. day care) without adjusting the size of your septic system.
- ✗ Don't attempt to install or repair your septic system without the involvement of a Registered Onsite Wastewater Practitioner or a Qualified Professional.
- ✗ Don't make or allow repairs to your septic system without obtaining any required permits.

Your Drainfield: It's not a parking lot!

Do

- ✓ Watch for settlement that might direct water onto the drainfield.
- ✓ Keep the area grassed to promote evaporation and avoid erosion.

Don't

- ✗ Don't allow vehicles to drive over the drainfield area or park on it.
- ✗ Don't plant any trees or shrubs on or near the bed, their roots can clog pipes.
- ✗ Don't drain downspouts, sump pumps, etc. down the septic system.
- ✗ Don't alter drainage features without consideration for impacts to the disposal field.
- ✗ Don't build over the drainfield or cover it with a hard surface such as asphalt, brick or patio stones.
- ✗ Don't excessively water the lawn over the drainfield area.
- ✗ Don't install automatic lawn sprinklers in the area.

System Maintenance

Do

- ✓ Do learn the location of your septic tank and drainfield. Keep a sketch of it handy with your maintenance record for service visits.
- ✓ Do keep your septic tank cover accessible for inspections and pumping. Install risers if necessary.
- ✓ Do have an Authorized Person design a maintenance plan for your system.
- ✓ Do have your septic system inspected annually.
- ✓ Do ensure you have an effluent filter installed on your septic tank to reduce the amount of solids leaving the tank and to increase the life of your system.
- ✓ Do have your septic tank pumped out by an ROWP approximately every three to five years, or as often as is appropriate for your system.
- ✓ Do call a professional whenever you experience problems with your system, or if there are any signs of system failure.
- ✓ Do keep a detailed record of repairs, pumping, inspections, permits issued, and other maintenance activities.

Don't

- ✗ Don't access or enter a septic tank.
- ✗ Don't use septic tank additives.

Waste: Your Septic System is not a garbage can!

Do

- ✓ Dispose of solids appropriately. The only things that should be flushed down the toilet are wastewater and toilet paper.
- ✓ Dispose of chemicals and fuels at approved waste sites.
- ✓ Dispose of grease with the regular garbage. In addition, a grease interceptor between the kitchen sink and the septic tank is often recommended.
- ✓ Use household cleaners such as bleach, disinfectants, and drain and toilet bowl cleaners in moderation and only in accordance with product labels. Overuse of these products can harm your system. See list of alternative cleaners in this guide.
- ✓ Return leftover medications to your pharmacy. Also be aware that human wastes from people on medication (e.g. antibiotics) can affect the performance of your septic system and may require more frequent pumping of your tank.

Don't

- ✗ Do not put cigarette butts, paper towels, sanitary tampons, condoms, disposable diapers, anything plastic or similar non-biodegradables into a septic tank system.
- ✗ Avoid washing food scraps, coffee grinds, and other food items down the drain. Avoid using a garbage disposal to dispose of kitchen wastes. In-sink garbage disposal units can increase sludge accumulation by 40 per cent.
- ✗ Never put oil, gasoline, paint thinners, solvents, photographic chemicals, weed or insect killers down the drain. They can poison your septic system and possibly threaten water supplies for your whole neighbourhood. Even latex paint is unhealthy for your septic system.
- ✗ Don't put cooking grease down the drains. It can solidify and clog pipes.
- ✗ Don't use chemical drain cleaners or chemical-based cleaning products.
- ✗ Don't dispose of pharmaceuticals down your drains or toilets.

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Do's and Don'ts continued

Bathroom

Do

- ✓ Install water-saving toilets or install toilet dam devices to reduce water use per flush. Low-flush toilets use 1.6 gallons per flush compared to the three to five gallons used by conventional toilets.
- ✓ Reduce the number of times you flush your toilet with multiple uses before flushing.
- ✓ Install water-saving features in faucets and shower heads. These devices can reduce water use by up to 50 per cent.
- ✓ Fix all leaking faucets and toilets immediately. A toilet that continues to run after flushing could be wasting 20-40 litres per hour – enough water to fill a swimming pool in a year. Leaks can cost you up to \$240 per year.
- ✓ Take shorter showers. Shortening your shower time to 5 minutes or less can save up to 40 litres of water each time you shower.

Don't

- ✗ Don't let taps flow unnecessarily.
- ✗ Do not let the water run while washing hands, shaving or brushing your teeth. You can save up to 22 litres of water per use!

Kitchen Sink

Do

- ✓ Compost kitchen wastes (organic matter) instead of using a garbage disposal.
- ✓ Scrape dishes into the garbage instead of the sink.
- ✓ Use a drain catcher to stop food bits from going down the drain.

Laundry

Do

- ✓ Buying a new washing machine? Look for appliances that display the Energy Star symbol. Newer energy-efficient clothes washers use 50 percent less water than a standard model. Side-loading machines use up to 40% less water than top-loading machines.
- ✓ Run washing machines and dish washers only with full loads. Alternatively, select the proper load size for your washing machine. Washing small loads of laundry with large quantities of water is a waste of both water and energy.
- ✓ Spread water loading. Instead of washing four loads of laundry in one day, do one or two loads a day. If you're expecting a large crowd, reduce water use for a few days before the guests arrive.
- ✓ Cool hot tub water and drain onto turf or landscaped areas of your property well away from the septic tank, drainfield and house in accordance with local regulations.

Don't

- ✗ Avoid caustic drain openers and cleaners.
- ✗ Avoid water softeners. Some needlessly pump hundreds of gallons of water into the septic system all at once. Water softeners also remove hardness by using a salt to initiate an ion exchange. The backwash to regenerate the softener flushes pounds of this used salt into the septic system. Studies have shown that water softener brine regeneration wastes not only harm the bacteria in the wastewater treatment system, they can also cause the septic tank itself to discharge greater concentrations of solids, grease, and oil into the dispersal field.



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 3

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

**SUBJECT: PUBLIC HEARING NO. 1 - U.S. Census 2020 / Redistricting
Possible Realignment of Director Division Boundaries per Water Code
21065 and Elections Code 22000**

Staff Recommendation

1. Receive the report from Redistricting Insights
2. Conduct a Public Hearing and receive input and feedback on the proposed redistricting maps for Beaumont-Cherry Valley Water District (BCVWD)
3. Identify a preferred map option and direct staff to prepare a resolution for adoption at a future Board meeting, OR

Direct staff as desired

Background

In accordance with Section 21605 of the California Water Code, the Board of Directors shall, by resolution, and after a public hearing, adjust division boundaries of the elected Board of Directors after each federal decennial Census to equalize the population as far as practicable. California Elections Code Section 22000 requires BCVWD to adjust the boundaries of any divisions after each federal decennial census so that the divisions are equal in population and in compliance with federal law.

The deadline for division boundary changes was set by the Legislature as April 17, 2022. The final deadline to submit new division boundary maps to the Riverside County Registrar of Voters (ROV) is 125 days prior to the election (July 6, 2022). BCVWD engaged consultant Redistricting Insights to provide services related to this requirement, including data analysis, boundary map production, and assisting with public input.

Members of the public are being encouraged to participate in the public hearing process and offer feedback on the drawing of boundaries. Comments may be submitted via mail, email, and by using the mapping tool, Dave's Redistricting. A dedicated redistricting page has been added to the BCVWD website, and the process is being promoted through other outreach efforts including notification in local media source(s), public posting, social media, and an email blast.

Summary

For Board consideration, Redistricting Insights has composed several different map options that comply with the applicable federal and state laws.



This public hearing is required per Elections Code 22000 and will serve to allow the public to provide input and feedback on the proposed maps.

The map ultimately adopted by the Board must comply with both state and federal law. Elections Code 22000 requires that director divisions be substantially equal in population and that division boundaries comply with the U.S. Constitution, the California Constitution, and the federal Voting Rights Act. In addition, boundaries shall not be drawn to favor or discriminate against a political party or incumbent. The change of boundaries shall not affect the unexpired term of office of any elected Board member.

Following the public hearing, the Board may identify a preferred map option and/ or give further direction to staff and consultants. The consultant will prepare revised maps based on Board input and will analyze any maps submitted by members of the public prior to the second public hearing on March 9, 2022.

Fiscal Impact

Expense	Detail	Amount
Redistricting Insights	Consulting, map development, assistance with process	\$30,000
CV Strategies	Public outreach	\$9,900
Additional estimated expenses including postage, printing, website		Undetermined

Attachments

1. Notice of Public Hearing

Staff Report prepared by Lynda Kerney, Administrative Assistant



Beaumont-Cherry Valley Water District

560 Magnolia Avenue · Beaumont, CA 92223 · (951) 845-9581 · www.bcvwd.org
NOTICE OF PUBLIC HEARING – FEB. 9, 2022 at 6 P.M.

NOTICE OF PUBLIC HEARING

2020 REDISTRICTING OF DISTRICT DIVISION BOUNDARIES Beaumont-Cherry Valley Water District

Wednesday, February 9, 2022 at 6:00 p.m.

Due to the dangers of COVID-19, this meeting will be held via teleconference only and may be joined via the following link or phone-in:
To access the Zoom conference, use the link below:

<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFZCMGh0YTFlL2tnUGlpU3h0UT09>

*To telephone in, please dial: **(669) 900-9128***

*Enter Meeting ID: **843 1855 9070** Enter Passcode: **113552***

NOTICE IS HEREBY GIVEN that the Beaumont-Cherry Valley Water District (BCVWD) will conduct a public hearing per Elections Code Section 22000 on Wednesday, February 9, 2022 at 6 p.m. via teleconference only at the link and phone-in listed above. The Board of Directors will receive public input on district division boundaries, and will consider and take possible action on draft maps and the redrawing of election district boundaries.

The public may provide comment live via connection using teleconferencing, by emailing comments prior to the close of the public hearing to redistrictinginfo@bcvwd.org, or by mailing correspondence to 560 Magnolia Ave., Beaumont, CA 92223, ATTN: Finance and Administrative Services – Public Comment. Comments must be received by the Recording Secretary prior to the close of the Public Hearing.

The public may also use the redistricting mapping tool, Dave's Redistricting, available here:

<https://davesredistricting.org/join/8bced695-d12e-40e4-89bf-f56388e53bee>

This meeting will be available virtually utilizing the Zoom Video Communications platform pursuant to the District's declaration of local emergency related to COVID-19, Government Code 54950 et. seq. (the Brown Act) and BCVWD Resolution 2022-01.

If you challenge this action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the District at, or prior to, the public hearing.

Related documents, including draft maps, are available on the BCVWD website at <https://bcvwd.org/redistricting>. Documents are also available for public inspection and copying



Beaumont-Cherry Valley Water District

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

NOTICE OF PUBLIC HEARING – FEB. 9, 2022 at 6 P.M.

for the cost of duplication. Although the BCVWD Administrative Office is currently closed to the public due to COVID-19, documents will be made available by appointment at the BCVWD Administrative Office at 560 Magnolia Avenue, Beaumont, CA 92223 between the hours of 7:30 a.m. and 5 p.m., Monday through Thursday. Email redistrictinginfo@bcvwd.org.

This information will be made available in alternative formats upon request, as required by the Americans with Disabilities Act, by contacting the Administrative Assistant at (951) 845-9581. Requests for disability-related modifications or accommodations required to facilitate meeting participation, including requests for auxiliary aids, services or interpreters require different lead times, ranging from five business days to two weeks. Please provide as much advance notice as possible in order to assure availability.

CONTACT: Dr. Kirene Manini (951) 845-9581 redistrictinginfo@bcvwd.org

CERTIFICATION OF POSTING

I, Kirene Manini, PhD, Director of Finance and Administrative Services for the Beaumont-Cherry Valley Water District, hereby certify that a copy of this notice was posted in the window in front of the BCVWD Administrative Office, 560 Magnolia, Beaumont, CA 92223 on Thursday, January 27, 2022.

Kirene Manini, PhD
Director of Finance and Administrative Services



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 4

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Acceptance of Association of California Water Agencies Joint Powers Insurance Authority President's Special Recognition Awards**

Staff Recommendation

No recommendation.

Background

The Beaumont-Cherry Valley Water District is a member of a risk-sharing pool for property, liability, and workers' compensation called ACWA JPIA (the Association of California Water Agencies Joint Powers Insurance Authority). The District participates in two programs: Liability and Property, and Workers' Compensation.

Summary

Each year, the JPIA (Joint Powers Insurance Authority) recognizes members that have a Loss Ratio of 20% or less in either the Liability and Property or Workers' Compensation programs. The Loss Ratio is calculated as the total losses divided by the total premiums (loss ratio = total losses/total premiums).

The members with this distinction receive the "President's Special Recognition Award" for each program that they qualify in. BCVWD has qualified for both participating programs for the period of July 2017 to June 2020.

Fiscal Impact

No fiscal impact.

Attachments

1. ACWA JPIA President's Letter, November 3, 2021
2. President's Special Recognition Award, Liability and Property
3. President's Special Recognition Award, Workers' Compensation

Staff Report prepared by Sabrina Foley



YOUR BEST PROTECTION

ACWA JPIA

P. O. Box 619082
Roseville, CA 95661-9082

phone
916.786.5742
800.231.5742

www.acwajpia.com

President

E.G. "Jerry" Gladbach

Vice President

Tom Cuquet

Chief Executive Officer

Walter "Andy" Sells

Executive Committee

Fred Bockmiller

Tom Cuquet

David Drake

E.G. "Jerry" Gladbach

Brent Hastey

Melody A. McDonald

Randall Reed

J. Bruce Rupp

Pamela Tobin

Core Values

- People
- Service
- Integrity
- Innovation

November 03, 2021

Beaumont-Cherry Valley Water District (B016)
P.O. Box 2037
Beaumont, CA 92223-0937

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Beaumont-Cherry Valley Water District (B016) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2022.

Sincerely,

E.G. "Jerry" Gladbach
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Beaumont-Cherry Valley Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Workers' Compensation Program for the period 07/01/2017 - 06/30/2020
announced at the Board of Directors' Meeting in Pasadena.*



December 15, 2021

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Beaumont-Cherry Valley Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Property Program for the period 04/01/2017 - 06/30/2020
announced at the Board of Directors' Meeting in Pasadena.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



December 15, 2021



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 5

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Resolution 2022-__ Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Reinstatement of Service Disconnections Waived during the District Local Emergency under Resolution 2020-09**

Staff Recommendation

Adopt Resolution 2022-__ Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Service Disconnections as Waived during the District Local Emergency under Resolution 2020-09.

Background

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

On April 2, 2020, in response to the COVID-19 pandemic, California Governor Gavin Newsom issued Executive Order N-42-20 restricting water disconnections. Per Executive Order N-08-21 issued June 30, 2021, this moratorium was to be lifted as of September 30, 2021. On September 23, 2021, the Governor signed Senate Bill 155 which extended the moratorium to December 31, 2021, or until a customer defaults on an established payment plan, but no earlier than December 31, 2021.

As the moratorium has expired, many water districts have reinstated their water service shutoff policies to collect on past due balances.

The Temporary Regulations in Resolution 2020-09 included compliance with the State's moratorium on water service disconnections. This temporary regulation is proposed to be discontinued, as the State moratorium expired on December 31, 2021:

Section 5 – Disconnection

- a. No water service will be disconnected during the period of District Local Emergency.*

Should it be desired, the Board may reinstate the District's regular policy regarding disconnection of water service as found in Rules and Regulations Part 6.



Fiscal Impact

The fiscal impact to the District of continuing to waive the Account Reinstatement fees based on the Governor's Executive Order N-28-20 will be a loss of revenue of \$50 for each account, for each occurrence.

Between 2018 and 2019, these fees averaged \$3,950 per month. However, the pandemic reflects a sharp increase in accounts past due for non-payment of water service. From February 2020 to November 2021, the number of accounts that would have otherwise been eligible for disconnection for non-payment was almost four times pre-pandemic counts. The average revenue loss in fees per month was \$16,900, for a total loss during this timeframe of \$372,150.

As of January 31, 2022, there are 1,018 Active accounts with past due balances over 60 days. If said accounts were charged an Account Reinstatement fee, the fiscal impact would be \$50,900 in revenue. The District anticipates an influx of payment plan requests once the Resolution is rescinded, which would reduce the actual fiscal impact to closer to the pre-pandemic monthly average of \$3,950.

Attachments

- Proposed Resolution 2022-__ Rescinding Temporary Regulations Regarding Customer Account Billing and Collections Related to Service Disconnections Waived during the District Local Emergency under Resolution 2020-09
- Resolution 2020-09
- District Rules and Regulations Part 6

Staff Report prepared by Lynda Kerney, Administrative Assistant and Sylvia Molina, Senior Accountant

RESOLUTION 2022-__

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BEAUMONT-CHERRY VALLEY WATER DISTRICT RESCINDING
TEMPORARY REGULATIONS REGARDING CUSTOMER
ACCOUNT BILLING AND COLLECTIONS RELATED TO
REINSTATEMENT OF SERVICE DISCONNECTIONS WAIVED
DURING THE DISTRICT LOCAL EMERGENCY UNDER
RESOLUTION 2020-09**

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

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

WHEREAS Resolution 2020-09 provided for the waiver of certain fees and provided a moratorium on service disconnections in compliance with the Governor’s Executive Order, which expired on December 31, 2021 with the signing of SB 155; and

WHEREAS, Beaumont-Cherry Valley Water District (BCVWD), along with many public water utilities reinstated late payment fees and credit card processing fees in 2021; and

WHEREAS, the Board of Directors finds and determines that the ability to disconnect water service due to nonpayment is of vital importance to the District, the Board deems it to be in the best interests of the District that the temporary regulation be rescinded,

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

1. The Temporary Regulations Regarding Customer Service Account Billing and Collections as enumerated in Resolution 2020-09 Exhibit B, Section 5 is hereby rescinded effective March 1, 2022, and
2. The standing provisions of the District’s Regulations Governing Water Service – Part 6: Customer Account Billing and Collections as adopted via Resolution 2019-17 on December 18, 2019 as related to Service Discontinuation / Disconnection will rule.

ADOPTED this _____ day of _____, 2022 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Signatures on next page

ATTEST:

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

Director David Hoffman, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District

DRAFT

RESOLUTION 2020-09

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

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

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

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

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

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

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

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

WHEREAS, the Board of Directors finds and determines that:

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

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

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

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

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

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

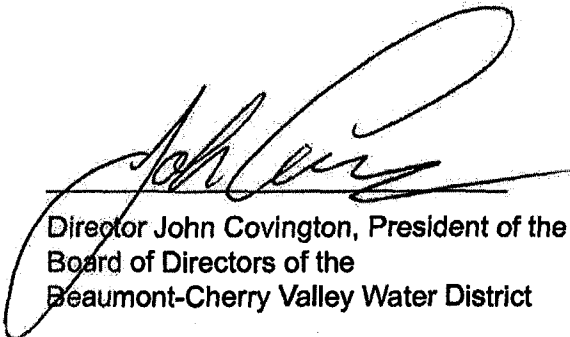
AYES: Covington, Hoffman, Ramirez, Slawson, Williams

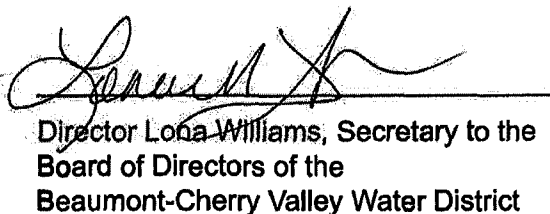
NOES:

ABSTAIN:

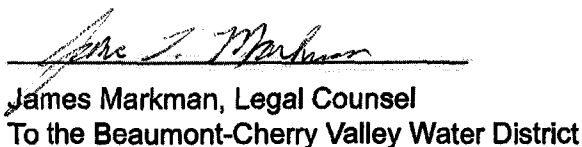
ABSENT:

ATTEST:


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


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

APPROVED AS TO FORM:


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

Attachments:

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

BCVWD RESOLUTION 2020-08 - ADOPTED 2020-03-26 - PAGE 2 OF 11



BEAUMONT-CHERRY VALLEY WATER DISTRICT

EXHIBIT A

TEMPORARY REGULATIONS REGARDING CUSTOMER ACCOUNT BILLING AND COLLECTIONS

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

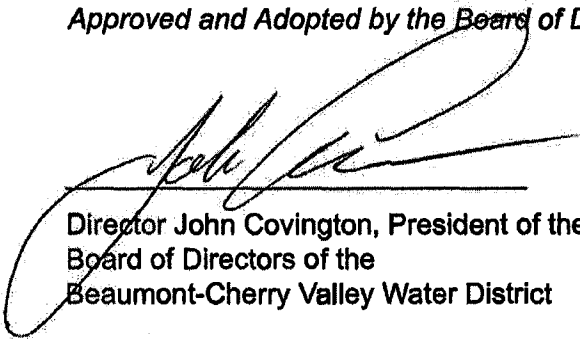
1. The main office facility shall be closed to the public and reassessed on a week-by-week basis by the General Manager and President of the Board of Directors. The BCVWD website will list office hours and closure information for ratepayers.
2. During the District Local Emergency, the on-line and phone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

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


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

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

ATTEST:



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



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

6-1 GENERAL PROVISION: The Board of Directors shall establish rates and charges for services provided by the Beaumont-Cherry Valley Water District as identified in Part 5 of the District's Regulations Governing Water Service and as provided for herein. The customer (consumer) and/or property owner is liable for all services subsequent to the date stipulated on the application and until such time as the customer (consumer) makes a formal request to the District to discontinue the service. A person or entity taking possession of premises and using water from an active connection without having made application to the District for water service shall be liable for the water delivered from the date of the last recorded reading.

6-1.1 CHARGES: Water charges shall begin when a water service connection is installed and the meter is set, or an existing service is requested to be turned on, unless the water is otherwise requested by the customer (consumer) to be left shut off when the service connection is ordered or installed. Thereafter, the District may transfer to the account which is established for such service, in accordance with California State Water Code Section 22282.1, any delinquent and/or unpaid charges from other closed or open accounts which are held by the customer (consumer) and/or property owner with the District.

6-2.1 RENDERING OF THE BILL: The regular billing period will be bi-monthly except all large-volume commercial and other accounts designated by the District, which will be billed monthly.

6-2.1.2 INFORMATION ON BILL: The bill will be in the form of a statement showing one (1) or more of the following: charge for water used, service charge, other charges, and a total amount due. In addition, the bill will show the customer's (consumer's) account number, the date of billing, the service location and the address to which the bill was mailed.

6-2.2 PERSON TO BE BILLED: Charges will be billed to the customer (consumer) noted in the application submitted in accordance with Part 4 of the District's Regulations Governing Water Service. The customer (consumer) shall notify the District of any change in ownership or occupancy of the premises at least three (3) calendar days prior to such change.

6-2.3 OPENING AND CLOSING BILLS: Opening and closing bills for less than the normal billing period shall consist of charges for actual water consumption and a proration of the availability charge.

6-2.4 PAYMENT OF BILLS: Bills for metered water service shall be rendered at the end of each billing period and are due and payable within fifteen (15) calendar days of issuance of said bill by the District. On the sixteenth (16th) day, any unpaid balance will be considered past due and delinquent. Delinquent accounts are hereafter identified as any account that remains unpaid without having established an alternative payment plan, an arrangement that extends into the next billing period and is signed by the customer (consumer), by close of business fifteen (15) calendar days after issuance of the water bill. Although the account is considered delinquent, a fifteen (15) calendar-day payment grace period will be granted automatically before the first penalty is imposed. A penalty will be imposed on any unpaid balance on the thirty-first (31st) calendar day after issuance of the water

bill. The penalty imposed will be from the latest Resolution containing the Schedule of Administrative Cost Recoveries adopted by the Board of Directors (Attachment A).

All forms of cash payments, including checks and preauthorized withdrawals are accepted for payment. The District may accept credit cards as payment for bills as a convenience to customers (consumers). The District will charge a credit card processing fee as prescribed in the latest Resolution containing the Schedule of Administrative Cost Recoveries adopted by the Board of Directors (Attachment A).

6-2.5 ADJUSTMENT OF BILL: A bill based upon an estimated reading may be adjusted at the customer's (consumer's) request. All other adjustments will be made per Part 12-2 of the District's Regulations Governing Water Service. A request for adjustment must be made in writing stating the basis upon which the adjustment should be made. Within fifteen (15) calendar days after receipt of the request for adjustment, the District will notify the consumer of the findings.

6-2.6 DISPUTED BILLS AND APPEAL:

If a customer (consumer) disputes the water bill and exercises their right to appeal to the District, the District will not disconnect water service for non-payment while the appeal is pending, however, additional fees provided for herein will continue to apply.

Any customer in receipt of a notice of impending service discontinuation may appeal the delinquent rate, charge, or fee giving rise to the discontinuation notice, unless an appeal of the same rate, charge, or fee has previously been received and resolved. The customer shall file the appeal within fifteen (15) calendar days of receiving the disputed bill or by the due date printed on the original statement. The customer (consumer) may deliver a written notice of appeal on a form provided by the District that explains the basis for the appeal, including an explanation of any alleged errors in the District's billing practices. The appeal will be reviewed, heard, and resolved in accordance with the following procedure:

- a. The billing division supervisor shall review the appeal form and all materials submitted in support of the appeal and shall issue a tentative decision regarding the appeal within fifteen (15) calendar days from the date of receipt of the appeal.
- b. The billing division supervisor shall mail the tentative decision to the appellant.
- c. The customer has fifteen (15) business days from the date of the decision to accept the tentative decision or request a meeting/appointment with the billing division supervisor.
- d. If a meeting/appointment is requested, the billing division supervisor shall schedule and hold a meeting/appointment within thirty (30) calendar days.
- e. At least ten (10) business days prior to the meeting/appointment, written notice of the date and time of the meeting/appointment shall be mailed to the customer.

- f. At the conclusion of the hearing, the billing division supervisor shall have fifteen (15) business days to issue a final, written decision justifying their decision. The billing division supervisor may grant the appeal and adjust or rescind the delinquent rate, charge, or fee under the following circumstances:
 - i. The rate, charge, or fee was erroneously calculated and therefore imposed in error due to a meter defect, accounting mistake, or other reason;
 - ii. In the interest of fairness or justice, extraordinary circumstances merit an adjustment or rescission of the rate, charge, or fee.
- g. Such decision shall be mailed to the appellant.
- h. The customer may appeal an adverse determination by the billing division supervisor to the finance and administrative services department supervisor.

6-2.7 DELINQUENT TENANTS AND/OR LANDLORDS: Delinquent charges or penalties for water service accumulated by a tenant in the tenant's name shall be collected from the tenant and not from any subsequent tenant. If a tenant fails to pay such charges or penalties, the property owner shall become responsible for the unpaid balance.

The following provisions apply where the District furnishes service through a master meter, or furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in California Health & Safety Code Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record. In addition to providing notice to the property owner consistent with Section 6.2-11 if this Policy, the District will implement the following measures:

At least ten (10) calendar days prior to discontinuing service, the District will make a good faith effort to inform the residential occupants in writing that the dwelling unit's account is delinquent and that service will be terminated. The written notice will inform the occupants that they may become a customer of record and accept bills for the unit's water service and that the occupants will not be held responsible for delinquent amounts owed by the existing customer of record. The written notice shall be in English and in the languages listed in Civil Code section 1632.

The District is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of applicable law and the District's rules. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the District's General Manager, or if there is a physical means legally available to the District of selectively terminating service to those residential occupants who have not met the requirements of the District's rules, the District shall make service available to those residential occupants who have met those requirements.

Notwithstanding the foregoing, if the dwelling unit is a detached single-family dwelling unit, then the District will: (1) give notice to the occupant of service discontinuation at least ten (10) calendar days prior to the proposed discontinuation; and (2) require the occupant to verify that the delinquent account customer was the landlord, manager, or agent of the dwelling unit. Verification may include a lease or rental agreement, rent receipts, or other government document.

6-2.8 LATE FEES: A delinquency notice shall be mailed to customers (consumers) and/or property owners with an unpaid account balance thirty (30) calendar days from the date of bill issuance. Said delinquency notice shall indicate the amount which must be paid. The District will impose late fees as prescribed in the latest Resolution containing the Schedule of Administrative Cost Recoveries adopted by the Board of Directors (Attachment A).

6-2.9 SMALL BALANCE ACCOUNTS: Any balance on a bill of \$10 or less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action. Any payment on the account will first be applied to balances carried over before being applied to newly billed charges.

6-2.10 WAIVER OF LATE FEES: At the request of the customer (consumer), the District may waive the late fee if approved by the District, on a case-by-case basis, and the customer has not been assessed a late fee for delinquent payment in the preceding 12 months.

If any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares that his or her household's annual income is less than 200 percent of the federal poverty level, then the District will waive interest charges on delinquent bills once every 12 months.

6-2.11 WRITTEN DISCONNECTION NOTICE: The District will not discontinue water service for non-payment until payment by the customer (consumer) has been delinquent for a minimum of sixty (60) calendar days. The District will make a reasonable, good faith effort to contact the customer in writing at least thirty (30) calendar days before discontinuation of water service for non-payment. The written disconnection notice will be mailed to the mailing address designated on the account. If the mailing address and the address of the property to which water service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant." The written disconnection notice will include:

- Customer's (Consumer's) name and address
- Amount that is delinquent
- Date by which payment (or, if approved in accordance with Part 6-2.14, an alternative payment plan) is required to avoid discontinuation of service
- Description of the process to apply for a deferred, reduced, or alternative payment plan in accordance with Parts 6-2.14 and 6-2.15, including an amortization of the delinquent residential service charges, consistent with this Policy
- Description of the process to apply for an extension of time to pay for the delinquent service rate charge

- Description of the process to dispute or appeal a bill in accordance with Part 6-2.6
- District phone number and a web link to the District's customer (consumer) account billing and collections policy

If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a written notice of discontinuance for non-payment.

Residential service shall not be terminated for nonpayment:

- Until a payment by a customer (consumer) has been delinquent for a minimum of sixty (60) calendar days
- During the pendency of an investigation by the District of a customer (consumer) dispute or complaint
- During any appeal of the District's decision to discontinue service
- When the customer has been granted an extension
- If all the following conditions are met (the "Need-Based Exemption"):
 - The customer (consumer), or the customer's tenant, submits the certification of a primary care provider that discontinuation of residential service will be life threatening or pose a serious threat to the health and safety of a resident of the premises serviced by the delinquent account;
 - The (customer) consumer declares that they are financially unable to pay for residential water service within the normal billing cycle, as demonstrated by a self-certification of qualifying as a "Low-Income Customer" whereby:
 - Any member of the household being a current recipient of CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, or Children; or
 - The household's annual income being less than 200 percent of the federal poverty level; and
 - The Customer is willing to enter into an alternative payment plan, an amortization agreement, or a plan for deferred payment, with respect to all delinquent charges over a period determined by the District based on the circumstances of the case

6-2.12 SPECIAL CONSIDERATIONS FOR LOW-INCOME CUSTOMERS

For a Low-Income Customer that qualifies for the Need-Based Exemption, the District will offer one or more of the following options for repayment of the delinquent rate, charge, or fee: (1) amortize the unpaid balance; (2) participate in an alternative payment schedule; (3) a partial or full reduction of the unpaid balance financed without an additional charges to other ratepayers; or (4) temporarily defer payment. The terms of the payment option will be in accordance with Parts 6-2.14 and 6-2.15 of this Policy and are expected to result in repayment within twelve (12) months, unless additional time is required to avoid undue hardship. If the customer breaches the agreed upon plan or does not pay their current residential services charges for sixty (60) calendar days or more, then service may be discontinued no sooner than five (5) business days after the

District posts a final notice of intent to discontinue service in a prominent and conspicuous location at the customer's property.

6-2.13 TEN-DAY NOTICE OF TERMINATION

The District will make a reasonable, good faith effort to notify the customer (consumer) by phone ten (10) business days in advance of disconnection of water service for non-payment. The District will specifically do the following: (1) offer to provide a copy of this Policy; (2) offer options to avert the service discontinuation, including alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance; and (3) explain the process to request a review and/or appeal of the delinquent service rate, charge, or fee. The District assumes no responsibility for contact information that has not been kept up-to-date by the customer (consumer) and/or owner.

6-2.14 ALTERNATIVE PAYMENT PLANS:

Any customer (consumer) who is unable to pay for service within the current billing period may request that an alternative payment plan be considered by the District to avoid late fees or disruption of service. The current billing period is defined as beginning on the date of bill issuance. As there may be multiple billing periods open, new bills issued do not supersede bills issued for previous water service. A new bill does not extend the due date(s) of any previously unpaid balance(s). The District will consider all circumstances surrounding the request and make a determination as to whether the payment plan is warranted.

A payment plan will set forth a payment schedule for the unpaid balance over a period defined by the District. The payments will not be combined with the customer's (consumer's) regular bill. The customer (consumer) must comply with the terms of the payment plan and remain current as charges accrue in each subsequent billing period. The customer (consumer) may not request a further payment plan for any subsequent unpaid charges while paying delinquent charges pursuant to a payment plan. Failure to comply with the terms of the payment plan will result in a ten-day notice of termination pursuant to Part 6-2.13.

6-2.15 DEFERRED OR REDUCED PAYMENT PLANS

The District may allow customers to defer or reduce delinquent rates, charges, or fees in accordance with the terms of this Part. The billing division supervisor is authorized to determine which of the payment options, described in 6-2.12 the customer undertakes and may set the parameters of that payment option provided that the repayment of any remaining outstanding balance occurs within 12 months. The District may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case. The District may approve a partial or full reduction of the unpaid balance to customers (consumers) meeting the "Need-Based Exemption" criteria detailed in Section 6-2.11, so long as that reduction is financed without additional charges to other ratepayers.

6-2.16 DISCONNECTION DEADLINE:

A residential customer may call the following phone number during normal business hours to discuss options to avert a service discontinuation: 951-845-9581. All delinquent water service charges and associated fees must be received by the District by 5:00 p.m. on the day specified in the written disconnection notice. Any account delinquent after

said deadline will be inactivated in the District's billing system and subject to disconnection of water service with applicable charges/fees.

6-2.17 DISCONNECTION OF WATER SERVICE FOR NON-PAYMENT:

The District will disconnect water service by turning off, and in some cases locking off, the meter. The customer (consumer) will be notified pursuant to Parts 6-2.11 and 6-2.13 and charged a fee to re-establish service in the billing system. Any meter turned off will remain in the off position until payment is received in full, including all assessed fees.

6-2.18 RE-ESTABLISHMENT OF WATER SERVICE:

The District will promptly provide information regarding the procedures for restoring service to customers once their service is discontinued, including the payment of applicable reconnection service fees. For Low-Income Customers, the reconnection service fee will not exceed the District's actual cost to reconnect water service, up to a maximum of \$50 for reconnection during normal business hours and \$150 during nonoperational hours. The fee may be annually adjusted for changes in the Consumer Price Index beginning January 1, 2021.

In order to resume or continue service that has been disconnected for non-payment, the customer (consumer) must pay all outstanding charges. The District will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of business following payment, so long as said payment is received during normal business hours. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer (consumer).

6-2.19 RE-ESTABLISHMENT OF WATER SERVICE AFTER BUSINESS HOURS:

Service restored after normal business hours, weekends, or holidays will be charged an after-hours re-establishment fee. Service will not be restored after regular business hours unless the customer (consumer) has been informed of the after-hours re-establishment fee and has signed the District's After hours Reestablishment Agreement acknowledging the fee and agreeing to pay the subject fee. The after-hours reestablishment fee is in addition to the regular re-establishment fee and the late fees for a delinquent account. District staff responding to service calls are not permitted to collect payment but will review the process requirements with the customer (consumer).

6-2.20 NOTIFICATION OF DISPOSITION OF RETURNED PAYMENT:

Upon receipt of notification of a returned payment (i.e. insufficient funds) for water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer (consumer) by phone of the returned payment. A 48-hour written notice of termination of service due to a returned payment will be generated and left at the residence.

Water service will be disconnected if the amount of the returned payment and the returned payment fee are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned payment and to pay the returned payment fee must be paid for restoration of service. Additional fees may be applied to the account, including but not limited to, re-establishment and after-hours re-establishment fees.

If the District receives three or more returned payments from the same customer (consumer) within a 12 month period, the account will be placed on a "cash payment only" status until further notice.

6-2.21 SERVICE CHARGES FOR VIOLATIONS:

If water service is discontinued for violation of any of the District's rules, regulations, resolutions or ordinances, service shall not be re-instituted until the violations have been corrected and all applicable service charges and fees as provided for herein are paid in full.

6-2.22 PARTIAL PAYMENTS: A partial payment of a delinquent account may be accepted and credited to a customer's (consumer's) account, but such partial payment shall not be cause for removing the account from a delinquent status and shall not preclude the meter from being turned off for delinquency. To avoid a disconnection, the balance must be paid in full by the disconnection deadline OR a payment arrangement must be in place.

6-2.23 AUTHORIZATION FOR CONTINUANCE OF SERVICE FOR DELINQUENT ACCOUNTS: The District may authorize continuation of service to a delinquent account if a payment plan satisfactory to the District has been established.

6-3.1 LIEN AGAINST PROPERTY FOR NON-PAYMENT: Any unpaid debt will be deemed a lien against the real property to which service is rendered as specified herein and in accordance with applicable law. The District is authorized to file a lien against the real property serviced with the Assessor-Clerk- Recorder of the County of Riverside for any charges sixty (60) calendar days delinquent. The District may charge a lien processing fee as prescribed in the latest Resolution containing the Schedule of Administrative Cost Recoveries adopted by the Board of Directors (Attachment A).

6-3.2 COLLECTION OF DELINQUENT AND UNPAID CHARGES: The County Assessor-Clerk-Recorder shall include the amount of charges of unpaid bills as a lien against the debtor's property until the unpaid charges are collected. A release of a lien will be filed with the County Assessor-Clerk-Recorder once the District recovers all funds due including any and all administrative cost recovery fees assessed and the account is brought current.

6-3.3 SUIT: All unpaid bills including penalties provided herein may be collected by suit. Defendant (customer [consumer] and/or property owner) shall pay all costs of suit in any judgment rendered in favor of the District including reasonable attorney's fees.

6-3.4 BANKRUPTCY: A customer (consumer) and/or property owner who files for bankruptcy and names the District as a creditor shall, as a condition to continued water service, make a cash deposit within twenty (20) calendar days of such filing in an amount equal to the security deposit collected in accordance with Part 4-1.5.



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 6

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: Revenues and Expenses Related to District Residences in Relation to the Approved Employment and Occupancy Agreements

Staff Recommendation

No recommendation, informational only.

Background

At the October 13, 2021 meeting, the Board of Directors for the Beaumont-Cherry Valley Water District (District) amended the District’s policies and procedures manual with revisions to the District Residences and Facility Emergency Policy.

The Finance and Administrative Services department tracks revenue and expenses related to the residences and has been requested to provide the information on a semi-annual basis to the Board. This report includes the security deposits outlined by the employee occupancy agreements for each property.

Table 1 – Revenue and Expenses related to District Residences as of 12/31/2021

Property	Maintenance Fees Collected as of 12/31/2021	District Expenses Incurred as of 12/31/2021	Totals Maintenance Budget as of 12/31/2021 (Collected - Expenses)
A	29,700.00	16,899.37	12,800.63
B	29,800.00	10,719.26	19,080.74
C	29,800.00	7,357.65	22,442.35
D	30,400.00	5,602.29	24,797.71
	\$ 119,700.00	\$ 40,578.57	\$ 79,121.43

Table 2 – Anticipated Revenues for 2022

Property	Employee Deposit (maintenance fees for 3 months)	Anticipated Maintenance Fee Collection in 2022
A	1,443.75	5,373.96
B	1,756.56	6,538.31
C	1,564.05	5,821.74
D	2,490.48	9,270.12
	\$ 7,254.84	\$ 27,004.13



Table 3 – Combined Table 1 and 2 with Anticipated Expenses for 2022

Property	Total Available Maintenance Fee Budget Through 2022	Anticipated Expenses for 2022	Actual Expenses incurred in 2022	Remaining Balance
A	\$ 19,618.34	Unknown at This Time	\$ -	\$ 19,618.34
B	\$ 27,375.61	Unknown at This Time	\$ -	\$ 27,375.61
C	\$ 29,828.14	Portion of Not to Exceed Amount of \$89,000	\$ -	\$ 29,828.14
D	\$ 36,558.31	Portion of Not to Exceed Amount of \$89,000	\$ -	\$ 36,558.31
	\$ 113,380.40			\$ 113,380.40

Fiscal Impact

The fiscal impact to the District should be net zero over time as the collected fees are calculated to cover all ongoing housing maintenance activities.

Staff Report prepared by Finance division



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2021**

Item 7

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Grant Activity Quarterly Update

Staff Recommendation

No recommendation, for informational purposes only.

Background

The District published a Request for Proposals for grant writing services on July 3, 2018 to identify potential grant funding opportunities. Based on the bid process, the District entered into a contract with Townsend Public Affairs for grant writing services. During the contract period, the District was awarded by the Bureau of Reclamation (BOR) the Water Sustain and Manage America's Resources for Tomorrow (WaterSMART): Water and Energy Efficiency Grant (WEEG) for \$1.5 million, was awarded a JPIA Risk Control Grant for \$10,000, and hosted site visits from a local Assemblyperson and Senator to expand the District's regional presence. The contract with Townsend Public Affairs expired October 31, 2021.

Currently, the District advertised a Request For Proposal (RFP) in the Record Gazette on February 4 and 11, 2022 for a Grant Writing Services Consultant. The RFP is scheduled to accept proposals until March 10, 2022.

Grant Funding Updates

- ***BOR WaterSMART: Water and Energy Efficiency Grant***
 - ***Project:*** Automatic Meter Read/Advanced Metering Infrastructure Deployment Program
 - ***Award:*** \$1.5 million; cost-sharing grant of at least 50%
 - ***Estimated Project Cost:*** \$5.51 million
 - ***Project Timeframe:*** September 2019 – October 2022
 - ***Summary:*** Implementation of the conversion from manual read meters to radio read meters. The project would replace all of the District's 19,000+ water meters with real-time 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 distribution system.
 - ***Status:*** The project has recently been impacted by delays in the receipt for materials, specifically the transmitting devices that are required for the automatic reads. Staff has continued with meter upgrades and the installation of the wiring mechanism needed in anticipation of the device deliveries, which have an estimated delivery date of late February. District staff has been in contact with the BOR, who are aware of the industrywide impacts of COVID-19 on material



deliveries. A project extension is not required at this time, but staff will be evaluating that possibility as the year progresses.

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

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	51	190	6,242	32%
Oct 2020-Dec 2020	19,690	30	10	898	7,180	36%
Jan 2021-Mar 2021	19,743	53	4	1,994	9,231	47%
Apr 2021-Jun 2021	19,840	97	15	1,597	10,940	55%
Jul 2021-Sept 2021	19,995	155	8	1,870	12,973	65%
Oct 2021- Dec 2021	20,095	100	11	638	13,722	68%



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 ⁽²⁾
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
Apr 2021-Jun 2021	\$427,098	\$213,549	\$35	\$213,584
Jul 2021-Sept 2021	\$564,757	\$282,378	\$10	\$282,388
Oct 2021- Dec 2021	\$247,968	\$123,984	\$1	\$123,985
Total Allowable	\$2,142,738	\$1,071,367	\$209	\$1,071,576

- (1) Administrative costs associated with the project are considered by the BOR as de-minimus as they are 50% of 10% of the cost base
- (2) Per the agreement with the BOR, 27% of funds can be requested concurrent to the expenses incurred up to a maximum of 50% of the total project costs

Table 4 - Anticipated Costs for January - March 2022

Item	Description	Cost
1	Materials ⁽³⁾ (meters, transmitters, registers, supplies)	\$ 600,000
2	Labor Costs (includes deminimis)	\$ 75,000
3	IT Tower and Readers	\$ 295,000
Total Estimated Project Costs		\$ 970,000

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

- **JPIA Risk Control Program**

- **Project:** Communication Upgrade Project (general application)
- **Award:** \$10,000
- **Estimated Project Cost:** \$12,407; for initial purchases
- **Project Timeframe:** Ongoing
- **Summary:** The grant program promotes the implementation of best practices that will prevent or mitigate losses in the JPIA's Liability, Property, and Worker's Compensation Programs. The Apple Fire of 2020 highlighted cell phone communication challenges in remote areas for staff addressing an emergency situation and limitations on truck-to-truck radio communications. The same challenges were seen during the El Dorado Fire in September of 2020. In each scenario, more reliable equipment would have allowed staff to communicate reliably with each other as well as with emergency services. The grant is intended to be used for the initial purchase of handheld radios that will be deployed to all field staff, management, HR and the District main office. Redundancy and additional radios will be ongoing, as needed.



- **Status:** The initial purchases of the equipment was completed in 2021 and was distributed to staff in January 2022 as intended.

- **California Water and Wastewater Arrearage Payment Program, funded by the State Water Resources Control Board using federal ARPA funds**
 - **Project:** Outstanding Utility Billing charges from March 3, 2020 to June 15, 2021
 - **Award:** \$165,760.55
 - **Estimated Project Cost:** \$14,141
 - **Project Timeframe:** December 2021 to June 2022
 - **Summary:** The program provides funds for community water systems that have accrued residential and commercial customer arrearages during the COVID-19 pandemic relief period of March 3, 2020 to June 15, 2021. The District evaluated all accounts with balances over 60 days past due and identified 729 accounts that met the program criteria. Participating water systems are required to allocate the payments as bill credits to the account, notify the customers of the credit and funding source, and follow guidelines regarding payment plan options before the discontinuation of water service for non-payment.
 - **Status:** The District was awarded the full request amount of \$165,760.55, which was received January 25, 2022. The credits have been applied to the accounts as directed and notices were mailed to customers, with payment plan options provided for those with balances that were ineligible based on the program guidelines. Excess credits for accounts that paid in full, or partially, during the grant review period will be credited back to the State Water Resources Control Board within 6 months. The grant reporting required for the program include statistics based on the balances applied as well as the response to the payment plan options, anticipated to be completed early March 2022.

Table 5 - Water Arrearages Payment Program Application Request

District Cost	Qty of accounts	Amount
Eligible Residential ⁽¹⁾	713	151,912.37
Eligible Commercial ⁽¹⁾	16	9,020.20
Admin Costs requested		4,827.98

Application Request 165,760.55

⁽¹⁾ Costs ineligible include those before March 3, 2020, those after June 15, 2021, deposits, penalties, and bank fees associated with returned payments.

Table 6 - District Estimated Project Costs

District Cost	Qty of accounts	District Costs
Est. Penalty waivers	665	13,645.00
Est. Printing/Mailing ⁽²⁾	729	496.00

Estimated Project Cost 14,141.00

⁽²⁾ Notification of credit, available local resources, and payment plan option, as required by grant.



- **County of Riverside: Lift to Rise**
 - **Project:** Outstanding Utility Billing charges (general application)
 - **Award:** Varies, based on tenant requests directly to County of Riverside
 - **Estimated Project Cost:** None to District
 - **Project Timeframe:** Estimated December 2022
 - **Summary:** The County of Riverside partnered with SoCal United Way to fund the Lift to Rise program, which offers emergency rental assistance, including utilities, to eligible renters. Renters individually request assistance through the program, which confirms the requests with the District on a case-by-case basis. The management, approval process, and reporting are all independent from the District. If a payment is approved by the program administrators, a payment is directly issued to the District on behalf of the customer, and applied. Beginning January 2022, due to additional funding to the program, renters can also request 3 additional months of services to be funded on their behalf.
 - **Status:** The District responds to all requests within 48 hours and has seen 100% of the submitted requests funded within 30 days.

Table 7 - Emergency Rental Assistance Program Requests and Status

Year	Balance	Amount Requested	Submitted	Approved	Approved Amount	Remit Confirme	Batch	Received
2021	444.06	444.06	5/27/2021	5/31/2021	444.06	6/9/2021	00223.06.202	444.06
2021	105.63	105.63	6/24/2021	6/28/2021	105.63	7/7/2021	00156.07.202	105.63
2021	4709.91	4,709.91	6/24/2021	6/28/2021	4,623.65	7/7/2021	00156.07.202	4,623.65
2021	510.48	510.48	6/24/2021	6/28/2021	510.48	7/7/2021	00156.07.202	510.48
2021	795.2	735.05	7/22/2021	8/2/2021	735.05	8/4/2021	00158.08.202	735.05
2021	1609.41	1,609.41	8/24/2021	9/15/2021	1,609.41	9/23/2021	00204.09.202	1,609.41
2021	331.73	331.73	9/21/2021	9/30/2021	331.73	10/6/2021	00120.10.202	331.73
2021								
2021								
2021								
2022	328.65	328.65	1/26/2022					
2022	368.8	368.8	1/26/2022					
2022	876.25	876.25	1/26/2022					
		\$10,019.97			\$8,360.01			\$8,360.01

Staff Report prepared by Sylvia Molina, Senior Accountant



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 8

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Selection of Consultant for the Design and Engineering Services for the “B” Line Pipeline Replacement Project

Staff Recommendation

Authorize the General Manager to negotiate the final project engineering scope of services and subsequent execution of a Professional Services Agreement with Cozad & Fox, Inc., for design and engineering services for the “B” Line Pipeline Replacement Project in a not to exceed amount of **\$132,000.00** (\$119,984.00 for services and 10% approximate contingency of \$12,016.00).

Background

From December 3, 2021 to January 25, 2022, the District solicited a Request for Proposals (RFP) for the Design and Engineering Services for the “B” Line Pipeline Replacement Project (“B” Line Project), which includes the replacement of approximately 3,000 linear feet (LF) of aging 10” riveted-steel waterline with 12” ductile iron pipe (DIP) or 12” high density polyethylene pipe (HDPE) on District property in Edgar Canyon. Please see Attachment 1 for a location map of the identified project. Said project was identified in the District’s 2017-2026 Capital Improvement Program, and is budgeted for in Appendix C of the District’s 2022-2026 Capital Improvement Budget (Attachment 2).

The following is a list of specific tasks included in the requested design and engineering services for the project:

1. Project Coordination
2. Preliminary Engineering Evaluation and Design
3. Environmental Research/Documentation
4. Permit Compliance
5. Surveying
6. Geotechnical Investigation
7. Preparation of Final Plans, Specifications, and Engineer’s Estimate
8. Bid Phase Services
9. Construction Phase Services
10. Project Management and Administration

On January 25, 2022, the District received proposals in response to the RFP for the “B” Line Project as identified above. The following list sets forth the four (4) firms who responded to the solicitation (listed alphabetically):

- Albert A. Webb Associates
- CASC Engineering & Consulting, Inc.
- Cozad & Fox, Inc.
- TKE Engineering, Inc.



Each firm separately submitted their technical proposals, which includes the proposed scope of work, project schedule, and a statement of the firms' qualifications; and their project fee proposals, which includes each firm's fee for the design and engineering services as requested. Each proposal was evaluated separately by three (3) District staff members.

Technical proposals were reviewed first, based on the following criteria:

- Past performance and experience of the team members on similar projects
- Familiarity with and capacity of firms to handle all aspects of the work identified in the proposed project scope
- Team's ability to complete the project within the proposed time frame
- Project elements: The proposed project approach, scope, schedule, manner, and thoroughness in which it is presented in the proposal
- Firm's experience, stability, financial responsibility, past performance on similar projects, and staff availability

$$1. \quad \left(\frac{\text{Proposal Technical Score}}{\text{Highest Proposal Technical Score}} \right) \times (\text{Technical Score Weight}[80\%])$$

Technical scores were assigned a weighted percentage score based on the average technical score (as determined by the three District staff reviewers) for each firm compared to the highest average score of all firms. The technical scores affect the firm's overall score by a factor of 80% (highest technical score receives a weighted technical score of 80%, and each subsequent technical score is weighted accordingly relative to decreasing technical score).

Fee proposals were then reviewed, and overall firm scores were formulated based on the following procedure:

$$2. \quad \left(\frac{\text{Lowest Fee Proposal Total}}{\text{Firm Fee Proposal Total}} \right) \times (\text{Service Cost Weight}[20\%])$$

Fee proposal scores were assigned a weighted percentage score based on the fee proposal for each firm compared to the lowest fee proposal of all firms. The fee proposal scores affect the firms overall score by a factor of 20% (lowest fee proposal receives a weighted fee score of 20%, and each subsequent fee score is weighted accordingly relative to increasing fee proposal).

Overall scores from each of the four (4) firms are summarized in Table 1 below:



Table 1: Consultant Weighted Scores

	Final Weighted Score			
	WEBB	TKE	CASC	Cozad & Fox
Proposal Technical Score	81.7	78.0	86.0	80.3
*Weighted Technical Score	76%	73%	80%	75%
Fee Proposal	\$254,116.00	\$199,900.00	\$187,357.00	\$119,984.00
**Weighted Fee Proposal Score	9%	12%	13%	20%
Total Weighted Score	85.4%	84.6%	92.8%	94.7%

*Technical Score weight = 80%

**Service Cost weight = 20%

Summary

District staff reviewed and evaluated the submitted proposals and that review and selection process identified **Cozad & Fox, Inc.** as the highest-ranking proposer. The proposal review process included scoring of the technical merits of each proposal (80% weight in overall score) and the firm’s respective fee proposal (20% weight in overall score).

District staff recommends that **Cozad & Fox, Inc.** be awarded the contract for Engineering Services for the “B” Line Project due to overall proposal ranking which considered their technical capabilities and proposed cost. The proposed design phase engineering services are estimated to be completed within eight (8) months.

District staff identifies that Cozad & Fox, Inc. currently holds two separate contracts for District projects: the Noble Tank II Project (T-3040-0001), and the 2020-2021 Replacement Pipelines Project (P-3620-0023, -0024, -0025, -0026, P-3330-0003, P-3620-0009).

Design for the Noble Tank II Project is substantially complete and pending approval from the County of Riverside. District staff anticipates soliciting bids for construction for the Noble Tank II Project within the next month. Design for the 2020-2021 Pipelines is underway, and District staff has received submittals for a 65% design for the Project. Staff anticipates design completion for the 2020-2021 Pipelines Project over the next 3-4 months.

District staff recommends awarding the contract for Engineering Services for the “B” Line Pipeline Replacement Project to Cozad & Fox, Inc., and maintains that the design will be completed satisfactorily within the desired project time frame.



Fiscal Impact:

The “B” Line Pipeline Replacement Project overall planning costs set forth in Appendix C of the 2022-2026 Capital Improvement Budget is as follows:

Project Number	Project Description	2022 - 2026 CIP Budget Amount
P-3620-0001	“B” Line Upper Edgar to upper end of 20” DIP and from lower end 20” DIP to Balance line and Balance Line in Edgar Canyon	\$2,104,900.00

The overall project costs (including design services) are proposed to be funded from the Capital Replacement reserve budget.

Attachments:

Attachment 1 – “B” Line Pipeline Replacement Project Map

Attachment 2 - Appendix C of the 2022-2026 Capital Improvement Budget

Staff Report prepared by Daniel Baguyo, Civil Engineering Assistant



Attachment 1

"B" Line Pipeline Replacement Project Location Map



Attachment 2



**Beaumont-Cherry Valley Water District
2022-2026 Capital Improvement Budget
Appendix C
2022 - 2026 Capital Improvement Budget Detail**

Engineering Project #	Footnotes	Capital Improvement Program	Estimated Carry Over 2021 Budget	2022 Budget Request	2023 Budget Request	2024 Budget Request	2025 Budget Request	2026 Budget Request	5-Year Budget Total
Potable Infrastructure Projects									
EOC-001		BCVWD EOC Staffing and Space Requirements	1,000,000	-	\$ 760,000	\$ -	\$ -	\$ -	1,760,000
DPX-001		Disaster Preparedness Equipment	466,100	-	233,100	233,100	-	-	932,300
WR-SITES-Reser		Investment in Sites Reservoir Project	93,700	400,000	519,600	866,100	1,039,300	1,385,700	4,304,400
		2020 Capacity Charge Study	47,800	-	-	-	-	-	47,800
	(1)	Well Eyewash Station Additions	41,200	-	-	-	-	-	41,200
	(2)	Climate Control for High Horsepower Electrical Buildings	57,500	-	-	-	-	-	57,500
	(2)	Arc Flash Study & Improvement Project	67,500	-	-	-	-	-	67,500
M-0000-0001	(1)	800HP Spare Motor	44,900	-	-	-	-	-	44,900
M-0000-0002		Chlorination Retrofit At Misc. Wells (6 Well Sites)	71,500	-	-	-	-	-	71,500
BP-2750-0001		2750 Zone to 2850 Zone Booster Pump Station	-	-	1,195,800	2,917,000	-	-	4,112,800
M-2750-0001		2850/2750 Pressure Reducing Station & Piping (Cherry Reservoir)	-	-	61,100	-	-	-	61,100
TM-2750-0001	(3)	Cherry Reservoir 1 & 2 Exterior Recoat and Retrofit	-	500,000	-	-	-	-	500,000
W-2750-0001	(4)	Replacement for Well 2	1,796,400	-	2,304,400	2,511,100	-	-	6,611,900
W-2750-0002	(4)	2750 Zone Well in Noble Creek Regional Park	2,115,000	-	541,800	5,119,000	-	-	7,775,800
W-2750-0005	(4)	Replace 2750 Zone Well 1	1,668,200	-	2,771,200	-	-	-	4,439,400
BP-2850-0001		2850 Zone to 3040 Zone Booster Pump Station	-	419,200	3,906,400	-	-	-	4,325,600
TM-2850-0001	(3)	Vineland 1 Exterior Recoat and Retrofit	-	250,000	-	-	-	-	250,000
W-2850-0001	(4)	New Beaumont Basin Well on Pardee Sundance Site	-	-	2,291,900	559,100	5,541,000	-	8,392,000
W-2850-0006		Re-equip Well 23	-	-	-	-	522,300	589,800	1,112,100
BP-3040-0001		3040 to 3330 Booster Pump Station at Noble Tank	-	-	244,100	1,137,200	1,217,300	-	2,598,600
M-3040-0002		Noble Booster Pump and Motor(Spare Pump & Motor)	25,300	-	-	-	-	-	25,300
T-3040-0001 Tank	(4)	2 MG 3040 Zone Tank	3,168,700	-	711,400	-	-	-	3,880,100
T-3040-0001 PZ Pipeline	(4)	Pressure Zone Pipeline	1,047,800	-	235,100	-	-	-	1,282,900
TM-3040-0001	(2)	Highland Springs Reservoir Recoat & Retrofit	402,200	-	-	-	-	-	402,200
PR-3330-0001		3330 to 3150 Lower Mesa, Noble Regulator	-	-	-	88,100	-	-	88,100
TM-3330-0001		Lower Edgar Reservoir Recoat & Retrofit	402,200	-	-	-	-	-	402,200
PR-3620-0001	(2)	3620 to 3330 Fisher Pressure Regulator	50,300	-	-	-	140,500	-	190,800
BP-HS-0001		Add 3rd Booster Pump and Fire Pump at HS Hydropneumatic	-	-	-	-	-	293,200	293,200
WR	(4)	Grand Avenue Storm Drain	2,686,700	-	2,861,000	-	-	-	5,547,700
Total Potable Infrastructure Projects			15,253,000	1,569,200	18,636,900	13,430,700	8,460,400	2,268,700	59,618,900



Beaumont-Cherry Valley Water District
2022-2026 Capital Improvement Budget
Appendix C
2022 - 2026 Capital Improvement Budget Detail

Engineering Project #	Footnotes	Capital Improvement Program	Estimated Carry Over 2021 Budget	2022 Budget Request	2023 Budget Request	2024 Budget Request	2025 Budget Request	2026 Budget Request	5-Year Budget Total
Potable Pipeline Replacements									
P-2750-0025		Maple Ave., 1st St to 3rd St	-	\$ -	64,500	268,200	-	-	332,700
P-2750-0035		Allegheny St., 6th to 8th	-	-	-	-	50,300	209,400	259,700
P-2750-0036		Michigan St., 6th to 8th	-	-	96,600	401,900	-	-	498,500
P-2750-0045		7th St., California Ave. to Beaumont Ave.	-	-	-	-	107,300	446,400	553,700
P-2750-0049		10th St., Palm Ave. to Michigan Ave.	-	-	-	-	53,400	222,300	275,700
P-2750-0050		Orange Ave., 8th St to 10th st	-	-	-	-	129,800	540,000	669,800
P-2750-0056	(3)	11th Street, Beaumont Avenue to Elm Avenue	-	275,500	1,145,800	-	-	-	1,421,300
P-2750-0057		Magnolia Ave., 7th to 8th	-	-	-	-	39,200	163,200	202,400
P-2750-0058		Wellwood Ave., B St north to end	-	-	-	-	10,700	44,700	55,400
P-2750-0064	(5)	Antonell Court, Pennsylvania Ave. to Cherry Ave.	-	-	-	-	-	-	-
P-2750-0066		Egan Ave.-Wellwood Ave. Alley, 5th to 8th St	-	-	85,800	356,700	-	-	442,500
P-2750-0067		Elm Ave.-Wellwood Ave. Alley, 7th St. to 5th St.	-	-	36,000	149,900	-	-	185,900
P-2750-0068		Elm Ave., 6th to 7th	-	-	22,700	94,300	-	-	117,000
P-2750-0069	(2)	Egan Ave-California Ave. Alley, 5th to 7th	151,000	-	-	-	-	-	151,000
P-2750-0092	(3)	Michigan Avenue, 5th Street to 6th Street	-	67,200	311,400	-	-	-	378,600
P-2750-0087		Beaumont 5th to 6th (Abandon pipeline)	-	-	-	-	44,500	-	44,500
P-3040-0007		Lincoln St. Cherry Ave to Jonathan Ave	-	-	-	-	95,100	395,500	490,600
P-3040-0010		Jonathan Ave., Brookside Ave. to Dutton St.	-	-	-	-	305,700	1,271,500	1,577,200
P-3040-0023,24,25,26									
P-3330-0003									
P-3620-0009	(6)	2020-2021 Replacement Pipelines	-	304,200	1,265,300	-	-	-	1,569,500
P-3040-0023	(6)	Bing Pl	20,700	(20,700)	-	-	-	-	-
P-3040-0024	(6)	Lambert Pl	20,700	(20,700)	-	-	-	-	-
P-3040-0025	(6)	Star Ln, Sky Ln, and View Dr	-	-	-	-	-	-	-
P-3040-0026	(6)	Utica Way, Vineland St to View Dr.	36,700	(36,700)	-	-	-	-	-
P-3040-0027		Grand Ave., Jonathon Ave. to Bellflower; Cherry Valley Blvd. Bellflower to HS Village 12 in	197,900	-	864,300	-	-	-	1,062,200
P-3330-0003	(5)	Avenida Sonrise	103,200	(103,200)					
P-3620-0001		"B" Line Upper Edgar to upper end of 20" DIP and from lower end 20" DIP to Balance line and Balance Line in Edgar Canyon	400,900	1,704,000	-	-	-	-	2,104,900
P-3620-0002		"A" Line Upper Edgar to Split at Apple Tree Lane Tract	-	-	-	487,000	2,025,500	-	2,512,500
P-3620-0009	(6)	Ave. Miravilla, End of 12-in to Whispering Pines	30,400	(30,400)	-	-	-	-	-
P-3620-0012	(4)	Ave Altejo Bella, Ave Miravilla to end of cul-de-sac	221,700	-	-	-	-	-	221,700
P-3620-0015	(4)	Appletree Ln, B line to Oak Glen Rd	669,500	-	-	-	-	-	669,500
Total Potable Pipeline Replacements			1,851,700	2,140,200	3,892,400	1,758,000	2,861,500	3,293,000	15,796,800



Beaumont-Cherry Valley Water District
2022-2026 Capital Improvement Budget
Appendix C
2022 - 2026 Capital Improvement Budget Detail

Engineering Project #	Footnotes	Capital Improvement Program	Estimated Carry Over 2021 Budget	2022 Budget Request	2023 Budget Request	2024 Budget Request	2025 Budget Request	2026 Budget Request	5-Year Budget Total
IT Network Infrastructure Projects									
IT-NETW-0006	(7)	Workstation Replacement project	(15,900)	33,900	18,000	18,000	18,000	18,000	90,000
IT-NETW-0011		Server Room Uninterrupted Power Source	-	50,900	-	-	-	-	50,900
IT-NETW-0013		Servers and Related Equipment (4 per year, 3 year life, \$15K per server)	60,000	60,000	60,000	60,000	60,000	60,000	360,000
IT-NETW-0014		Network Infrastructure and Equipment (Network Switches, Firewall Appliances, SAN Storage, Tape/Backup Storage, Power Capacity)	-	-	-	85,000	-	-	85,000
Total IT Network Infrastructure Projects			44,100	144,800	78,000	163,000	78,000	78,000	585,900
IT SCADA Infrastructure Projects									
IT-SCAD-0002		Wonderware SCADA Phase 2 Project	268,500	-	89,500	-	-	-	358,000
IT-SCAD-0003		Wonderware SCADA Phase 3 Project	153,700	-	51,200	-	-	-	204,900
IT-SCAD-0004		AMR / AMI Deployment Project	648,700	3,345,700	-	-	-	-	3,994,400
IT-SCAD-0005		New Development Meters	187,100	-	457,700	356,000	293,200	378,700	1,672,700
IT-SCAD-0007		Back- End SCADA Software and Equipment	30,000	-	30,000	30,000	30,000	30,000	150,000
Total IT SCADA Infrastructure Projects			1,288,000	3,345,700	628,400	386,000	323,200	408,700	6,380,000
IT/Field Operations/Administration Projects									
IT-ADMN-0001		Laser-Fishe Digitized Fileroom Project	-	33,200	33,200	-	-	-	66,400
IT-ADMN-0002	(1)	Board Room Audio / Video System	115,400	-	-	-	-	-	115,400
IT-ADMN-0003		Front Office Space Reconfiguration & Furniture Replacement	23,700	-	-	-	-	-	23,700
Total IT Field Operations/Administration Projects			139,100	33,200	33,200	-	-	-	205,500
Vehicles & Equipment									
VE-TRUK-0002		2018 Ford F150 Reg Cab (Oct, 2017) Unit #34	-	-	-	-	-	-	-
VE-TRUK-0003		2018 Ford F-150 Reg Cab (Sept, 2018) Unit #35	-	-	-	-	-	26,000	26,000
VE-TRUK-0004		2018 Ford F250 Reg Cab 4 X 4 (Aug, 2017) Unit #33	-	-	-	-	33,200	-	33,200
VE-TRUK-0005		2018 Ford F250 Reg Cab 4 X 4 (Aug, 2017) Unit #32	-	-	-	-	38,200	-	38,200
VE-TRUK-0006		2018 Ford F-150 Reg Cab (Sept, 2018) Unit #36	-	-	-	-	-	26,000	26,000
VE-TRUK-0007		2018 Ford F-150 Reg Cab (Sept, 2018) Unit #37	-	-	-	-	-	26,000	26,000
VE-TRUK-0010		2018 Ford F-250 Super Cab XL 4x4 (Oct, 2018) Unit #38	-	-	-	-	-	43,600	43,600
VE-TRUK-0012		2008 Ford F450 (Dec, 2008) Unit #5	75,000	-	-	-	-	-	75,000



**Beaumont-Cherry Valley Water District
2022-2026 Capital Improvement Budget
Appendix C
2022 - 2026 Capital Improvement Budget Detail**

Engineering Project #	Footnotes	Capital Improvement Program	Estimated	2022 Budget	2023 Budget	2024 Budget	2025 Budget	2026 Budget	5-Year Budget
			Carry Over 2021 Budget	Request	Request	Request	Request	Request	Total
VE-TRUK-0013		2008 Ford F-550 1 Ton Truck w/ 3/4 Ton Dump Bed (Apr, 2009) Unit #12	-	71,000	-	-	-	-	71,000
VE-TRUK-0014		2011 Ford F350 (Jan, 2011) Unit #17 (Appropriately Sized F-450)	-	60,000	-	-	-	-	60,000
VE-TRUK-0015		GIS / Muck Truck (Freightliner Diesel) (May, 2004) Unit #8	-	207,300	-	-	-	-	207,300
VE-TRUK-0016		Chevrolet Colorado 4X4	35,000	-	-	-	-	-	35,000
VE-TRUK-0017		Chevrolet Colorado 4X4 (Recycled Water)	35,000	-	-	-	-	-	35,000
VE-TRUK-0018	(3)	2012 Ford F-350 Super Duty Unit #4 (Appropriately Sized F-450)	-	60,000	-	-	-	-	60,000
VE-HEAV-0002	(5)	2007 John Deere Backhoe 310SG (Aug, 2009)	-	-	-	-	-	-	-
VE-HEAV-0003	(3)	Large Trailer for Heavy Equipment Transport	-	20,000	-	-	-	-	20,000
VE-EQIP-0001		Air Compressor (May, 1998)	-	19,800	-	-	-	-	19,800
VE-EQIP-0002		Ingersoll Rand Air Compressor (Dec, 2008)	-	-	-	19,800	-	-	19,800
VE-EQIP-0003		Water Buffalo (Feb, 2018)	-	-	-	-	-	10,000	10,000
Total Vehicles & Equipment			145,000	438,100	-	19,800	71,400	131,600	805,900
Non-Potable Infrastructure Projects									
NEO-0000-0001	(8)	Recycled Water Conversion and Implementation	520,100	171,700	-	-	-	-	691,800
NPR-2600-0001		2600 to 2400 Non-potable Water Pressure Regulator	-	-	-	-	-	173,400	173,400
NBP-2600-0003		2800 Zone Non-potable Booster at COB Treatment Plant	881,200	-	7,329,600	1,597,100	-	-	9,807,900
NP-2600-0001	(2)	24" San Timoteo Rd, Palmer to Tukwet Canyon	1,177,400	-	1,275,800	1,316,400	1,604,300	-	5,373,900
NP-2600-0002		12" Tukwet Canyon, Champions to SuncaI Tract	-	-	-	-	615,900	-	615,900
NP-2600-0003	(2)	18" Tukwet Canyon, SuncaI Tract to San Timoteo	301,600	-	326,800	337,200	411,000	-	1,376,600
NP-2600-0004	(2)	18" San Timoteo Canyon, Tukwet Canyon to end of Existing NP	392,100	-	424,900	438,400	534,200	-	1,789,600
NP-2600-0017		12" Sun Cal Tract, Oak Valley Pkwy North to Tukwet Canyon Rd.	-	-	1,191,900	-	-	-	1,191,900
NPR-2600-0002		2600 to 2520 Non-potable Water Pressure Regulator	-	-	-	-	-	173,400	173,400
NPR-2600-0002		2600 Zone Non-potable Regulation and Metering Station	-	-	210,500	-	-	251,900	462,400
NT-2600-0001		3 MG 2600 Zone Non-potable Water Tank	-	-	1,083,500	4,506,300	-	-	5,589,800
NWR-2600-0002	(2)	San Timoteo Creek Non-potable Extraction Wells	840,800	-	-	-	969,900	1,000,800	2,811,500
NP-2800-0001		24" In Sunny-Cal, Cherry Valley Blvd to Brookside Ave.	-	-	-	-	-	368,800	368,800
NP-2800-0012		30" COB WWTP SITE, from 2600 to 2800 Zone Booster Pump (NPB 2600-0003) to 4th	-	-	274,700	1,142,500	-	-	1,417,200
NP-2800-0014		12" Highland Springs Ave, 2nd St to 1st St	-	-	-	119,500	-	-	119,500



Beaumont-Cherry Valley Water District
2022-2026 Capital Improvement Budget
Appendix C
2022 - 2026 Capital Improvement Budget Detail

Engineering Project #	Footnotes	Capital Improvement Program	Estimated	2022 Budget	2023 Budget	2024 Budget	2025 Budget	2026 Budget	5-Year Budget
			Carry Over 2021 Budget	Request	Request	Request	Request	Request	Total
NP-2800-0016	(5)	12" Sundance TR, Cougar Way South to Park circle	-	-	-	-	-	-	-
NP-2800-0017	(5)	12" Sundance TR, Park circle to Highland Springs Ave.	-	-	-	-	-	-	-
NP-2800-0018	(5)	8" Sundance TR, Cougar Way South to Park square	-	-	-	-	-	-	-
NP-2800-0019	(9)	8" Sundance TR, Mary lane, Tioga Tr West	173,200	(173,200)	-	-	-	-	-
NPR-2800-0001		2800 to 2600 Non-potable Water Pressure Regulator	-	241,300	-	-	-	273,500	514,800
NPT-2800-001		Raw Water Filter System at 2800 PZ Tank	-	-	-	318,300	-	-	318,300
NT-2800-0001		2MG Non-potable 2800 Zone Tank	-	-	-	434,400	4,047,300	-	4,481,700
Total Non-Potable Infrastructure Projects			4,286,400	239,800	12,117,700	10,210,100	8,182,600	2,241,800	37,278,400
Total Capital Improvement Program			\$ 23,007,300	\$ 7,911,000	\$ 35,386,600	\$ 25,967,600	\$ 19,977,100	\$ 8,421,800	\$ 120,671,400

Footnotes

- (1) Project completed in 2022 with unspent budget remaining
- (2) Project was initially budgeted for 2021 but will not be initiated until 2023 or later
- (3) New project for 2022
- (4) Project is ongoing
- (5) Project complete
- (6) Project is ongoing, all have been reconciled as one project
- (7) Unspent funds from Workstation Replacement project for 2020 were not carried over to 2021, causing the negative carryover for 2021
- (8) Non-Potable Infrastructure Project Recycled Water Conversion and Implementation was originally estimated to cost \$534,000, with a revised estimated cost of \$691,800
- (9) Pipeline Project 8" Sundance TR, Mary lane, Tioga Tr West, budgeted for 2021, will not be constructed



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 9

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Riverside Local Agency Formation Commission (LAFCO) Call for Nominations for a Special District Member**

Staff Recommendation

Consider nomination of an individual for appointment to the Riverside LAFCO as Special District Member.

Background

Riverside LAFCO is a regulatory agency in California with county-wide jurisdiction, established by the State Legislature in 1963 and governed by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et. seq.) LAFCO was established to coordinate logical and timely changes in local government boundaries, discourage urban sprawl and encourage orderly and efficient provision of services, such as water, sewer, and fire protection. while agricultural lands are protected. Riverside LAFCO is a state-mandated legislative agency and is independent of county government. More information is available on the website: lafco.org.

The Board of Supervisors chooses two of its members to serve on LAFCO. The Council of Mayors chooses two members of city councils to serve as LAFCO members. **The presiding officers of independent special districts in the County select two members.** The six county, city and special district LAFCO members choose the public member.

Summary

Riverside LAFCO has issued a call for nominations for the above-named position. The Board of Directors may nominate a candidate for potential appointment to a vacancy. The Riverside LAFCO Special District member must be a board member from any district with the majority of its assessed value within the County of Riverside.

If the Board votes to nominate a candidate, the District recording secretary will prepare the form and deliver it to LAFCO prior to the close of the nomination period on March 2, 2022.

The terms of LAFCO members are four years and until appointment of a successor or reappointment of the incumbent. The term of this position expires May 6, 2026.

Fiscal Impact:

If the Board member nominated by BCVWD is elected to the position, there will be a fiscal impact to be determined. Director per diem for the special district Board member would not be paid by BCVWD.

Attachment(s): LAFCO Notice dated January 31, 2022

Report prepared by Lynda Kerney, Administrative Assistant



via electronic mail

January 31, 2022

CALL FOR NOMINATIONS FOR A SPECIAL DISTRICT MEMBER
OF THE RIVERSIDE LOCAL AGENCY FORMATION COMMISSION

To the Special District Selection Committee (Presiding Officers of Independent Special Districts of Riverside County c/o District Clerks):

As you were recently notified (see attached letter), we are commencing the appointment process for a Regular Member of the Riverside Local Agency Formation Commission (LAFCO). I have determined that a physical meeting of the Special District Selection Committee (SDSC) is not feasible at this time. Therefore, selection proceedings will be conducted by electronic mail (e-mail). Specifically, the position is as follows:

Regular Special District Member - must be a board member from a *district in the western portion of the County* (any district with the majority of its assessed value west of the intersection of Interstate 10 and Highway 111).

Terms of LAFCO Members are four years and until appointment of a successor or reappointment of the incumbent. The term of this position will run until May 6, 2026.

The nomination period for the two positions will begin on Monday, January 31, 2022 and close on Wednesday, March 2, 2022. Any member of the Special District Selection Committee (presiding officer or an alternate board member designated by the governing body) may nominate a member of the legislative body of an independent special district board to fill the position, consistent with the geographic requirements noted above.

All nomination forms must be signed and dated by the presiding officer, or the designee of your District Board of Directors. Once complete, please scan the signed form and email it to Rebecca Holtzclaw at rholtzclaw@lafco.org. **Nominations must be received in our office by 5 p.m., Wednesday, March 2, 2022.**

Following the nomination period, ballots and voting instructions will be sent to SDSC members. However, if only one candidate is nominated, that candidate will be deemed selected with no further proceedings.

If you have any questions, please contact our office.

Sincerely,

Gary Thompson
Executive Officer

cc: Special District Managers

Att: 2022 Nomination Form
Notice of Election_dated 1-10-2022 (copy)
Seating Process



COPY

via electronic mail

January 10, 2022

Notice to all Special District Board Presiding Officers c/o District Clerks:

Later this month, we will begin the process of selecting a Special District Member for Riverside Local Agency Formation Commission (LAFCO). The purpose of this letter is to inform all districts of the process in advance in order to avoid any confusion. Historically, the Special District Selection Committee (SDSC) has conducted its elections at a physical meeting in conjunction with a dinner meeting hosted by the Special District Association of Riverside County. Due to cost and logistics, it has been determined such a physical meeting is not entirely feasible. Therefore, this next election (and likely subsequent elections) will be conducted by electronic mail (e-mail), as explained below, and as was conducted for the most recent Special District Election.

Specifically, the election will be for one LAFCO position as follows: a Regular Special District Member *from the western portion of the County* (any district with the majority of its assessed value west of the intersection of I-10 and Highway 111). Presiding officers from all Districts are eligible to vote for the position. The term of the incumbent, Phil Williams, the western District Member expires on May 2, 2022. However, by statute the incumbent will continue to serve until a successor is appointed, if necessary. The new term will run through May 4, 2026.

The SDSC is comprised of the presiding officers of each independent special district of Riverside County. In approximately 2 weeks, Riverside LAFCO will transmit a formal call for nominations to SDSC members, in care of each District's Clerk. The District Clerks are responsible for transmitting the nomination package to the Board Presiding Officer. Formal nominations must be submitted by SDSC members (i.e., presiding officers) or designated alternates (see below). The nomination period will be approximately 30 days. If only one candidate is nominated, that candidate will be deemed appointed. After nominations are received, an emailed ballot will be sent to the voting member, in care of the District Clerks, to cast a vote.

If the presiding officer is unable to submit a nomination or vote, the governing body of the District may designate another board member to act in place of the presiding officer. District managers or other staff members may not nominate candidates or vote. Please note that neither nominations nor votes of the presiding officer require action of the governing body. Board members designated by their governing body to vote in place of the presiding officer should provide that authorization (in the form of a resolution or minute order) to LAFCO no later than the time the ballot is cast. Ballots will be due approximately 30 days from receipt.

Note: *there are 55 voting districts in Riverside County. To meet the 50% + 1 quorum requirement for this election, we need at least 29 ballots returned from SDSC members for the election to be valid.*

Again, in order to expedite this process, please ensure this information is passed to your Presiding Officer when received. Please contact Rebecca Holtzclaw at rholtzclaw@lafco.org with any questions or concerns.

Sincerely,

Gary Thompson
Executive Officer

cc: District General Managers

**SPECIAL DISTRICT SELECTION COMMITTEE
2022 NOMINATION FORM**

I, _____ of the _____
Print Name of Presiding Officer or alternate* Name of District

hereby nominate(s) the following individual(s) for the position of:

Regular Special District Member of the Riverside Local Agency Formation Commission - Western Area. The term of this position will run until May 6, 2026.

Nominee: _____

District: _____

I hereby certify that I am the presiding officer of the above-named district or alternate designated by the governing body*.

Signature Date

*If an alternate has been designated by the governing body, please provide a resolution or minute order documenting the action.

Note: Nomination forms are due no later than Wednesday, March 2, 2022.
Please scan and email this form to rholtzclaw@lafco.org.



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 10

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: **Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem**

Staff Recommendation

Evaluate director attendance at upcoming events for possible pre-approval or approval after attendance for compensation and / or expense reimbursement pursuant to Policies 4060 and 4065 and vote to pre-approve any selected activities.

SAMPLE MOTION:

I move that the Board pre-approve the attendance of all directors at these events for purposes of per diem and reimbursement of associated reasonable and necessary expenses per District policy: ____ (list events)

Background

Event attendance is governed by BCVWD Policies and Procedures Manual Part II Policy 4060 Training, Education and Conferences, and Part II Policy 4065 Remuneration / Director Per Diem Fees. Per Government Code 53232.3(d), Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Directors desiring to attend events not specifically enumerated and preauthorized by BCVWD policy should obtain pre-approval via vote of the Board in order to receive a per diem and/or expense reimbursement.

Upcoming Events

For registration of attendance at any event, Board members should contact the Administrative Assistant.

Activities and events that are, may already be, or can be voted as pre-approved for per diem and/or expense reimbursement for attendance:

1 - NEW EVENTS

DATE / TIME	EVENT	DIRECTOR INTEREST	
Mar. 14 1 - 2 p.m.	CSDA Webinar : Board Member & District Liability Issues \$ FREE Having a complete understanding of the potential liability issues in your district can prevent problems in the future and even assist with efficiency and communication protocol. This webinar is a discussion of the legal role of the Board in the management and operation of a public agency and the role of individual Board Members acting within the course and scope of the official duties.	COVINGTON	HOFFMAN
APPROVAL		RAMIREZ	SLAWSON
Preapproved (Table A, 8)		WILLIAMS	

DATE / TIME	EVENT	DIRECTOR INTEREST	
Mar. 30-31 9 to 12 p.m.	CSDA Virtual Workshop: Rate Setting Under Propositions 218 and 26 \$175 Proposition 218 and 26 established legal framework and constraints for public agencies when fees and charges, including property-related fees, capacity and connection fees, and other miscellaneous fees. This workshop will focus on the legal and practical requirements for rate-setting, including on overview of the relevant provisions of Proposition 218 and 26, updates on recent court cases and legislation.	COVINGTON	HOFFMAN
APPROVAL		RAMIREZ	SLAWSON
Preapproved (Table A, 8)		WILLIAMS	

2 - ON CALENDAR

DATE / TIME	EVENT	DIRECTOR INTEREST	
Fri Feb. 11 7:30- 9:00 a.m.	Beaumont Chamber of Commerce Breakfast Speaker: Dr. Della Condon – How to be a Superior Manager and Maximize your Greatest Asset Sand Trap – 892 W. Oak Valley Parkway \$22 per person Reservation deadline: Jan. 5 Please advise the Administrative Assistant 8 days in advance if you would like to attend. The Breakfasts are the second Friday of each month. Speakers vary, but information is not generally available in a timely manner	COVINGTON	HOFFMAN
APPROVAL		RAMIREZ	SLAWSON
Preapproved (Table A, 5)		WILLIAMS	

DATE / TIME	EVENT	DIRECTOR INTEREST	
Feb. 16-17 2022	Urban Water Institute's Spring Water Conference Hilton Palm Springs Changed to Virtual Registration deadline was 2/5/22 https://www.urbanwater.com/program-information-topics/	COVINGTON NO	HOFFMAN NO
APPROVAL		RAMIREZ	SLAWSON YES
Preapproved (Table A, 17)		WILLIAMS YES	

DATE / TIME	EVENT	DIRECTOR INTEREST	
April 3 to 6, 2022	California Special Districts Association (CSDA) 2022 Special District Leadership Academy Embassy Suites, San Diego Bay \$600 per person + hotel, meals, per diem Reservation deadline: March 3 (early bird price) Comprehensive Governance Leadership Conferences for Elected and Appointed Directors/Trustees	COVINGTON	HOFFMAN
APPROVAL		RAMIREZ	SLAWSON
Preapproved (Table A, 13)		WILLIAMS YES	
2022 detail information not yet posted: https://sdla.csda.net/home			

Fiscal Impact: The fiscal impact will depend on the number of directors attending an event and the event costs.



**Beaumont-Cherry Valley Water District
Regular Board Meeting
February 9, 2022**

Item 11

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Consideration of 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

None. Direct staff as desired.

News:

Maps show dramatic change in California snowpack after dry January

The new figures reveal a staggering reversal from the end of December

KTLA 5 News 2/1/2022

<https://ktla.com/news/california/maps-reveal-dramatic-change-in-california-snowpack-after-dry-january/>

California drought: Sierra Nevada snowpack falls below average after dry January

Very dry January shuts off rain and snow; raising drought concerns

The Mercury News 1/31/2022

January 2022 ends as one of the driest on record for much of Northern California

The new figures reveal a staggering reversal from the end of December

ABC 10 News Sacramento 1/31/2022

<https://www.abc10.com/article/weather/january-2022-one-of-driest-on-record-for-much-of-northern-california/103-5341658f-cdb5-4294-bf1f-4af5e4af795a>

What a dry January means for California's drought

Low levels of precipitation in what is usually a rainy month are dashing hopes of reversing the drought

New York Times 1/21/2022

<https://www.nytimes.com/2022/01/21/us/california-drought-rainfall.html>

Resources

National Groundwater Awareness Week:

March 6 - 12, 2022

<https://www.ngwa.org/get-involved/groundwater-awareness-week/groundwater-awareness-week-2022>

State Water Board Draft Emergency Regulations Prohibiting Wasteful Water Use

https://www.waterboards.ca.gov/water_issues/programs/conservation_portal/emergency_regulation.html



USDA Natural Resources Conservation Service
Snow maps, etc.

<https://www.nrcs.usda.gov/wps/portal/nrcs/site/ca/home/>

NOAA / National Integrated Drought Information System
Snow Drought: Data and maps

<https://www.drought.gov/topics/snow-drought>



NATIONAL GROUNDWATER AWARENESS WEEK

March 6-12, 2022

Attachments

1. Current Reservoir Conditions – February 1, 2022
2. California Drought Monitor Map – January 27, 2022
3. Statewide Snow Water Content – February 1, 2022
4. BCVWD Water Shortage Contingency Plan
5. Resolution 2014-05
6. BCVWD Rules and Regulations Part 5 – Drought Surcharges
7. State Water Resources Control Board Resolution 2022-0002 – Emergency Regulation to Supplement Voluntary Water Conservation

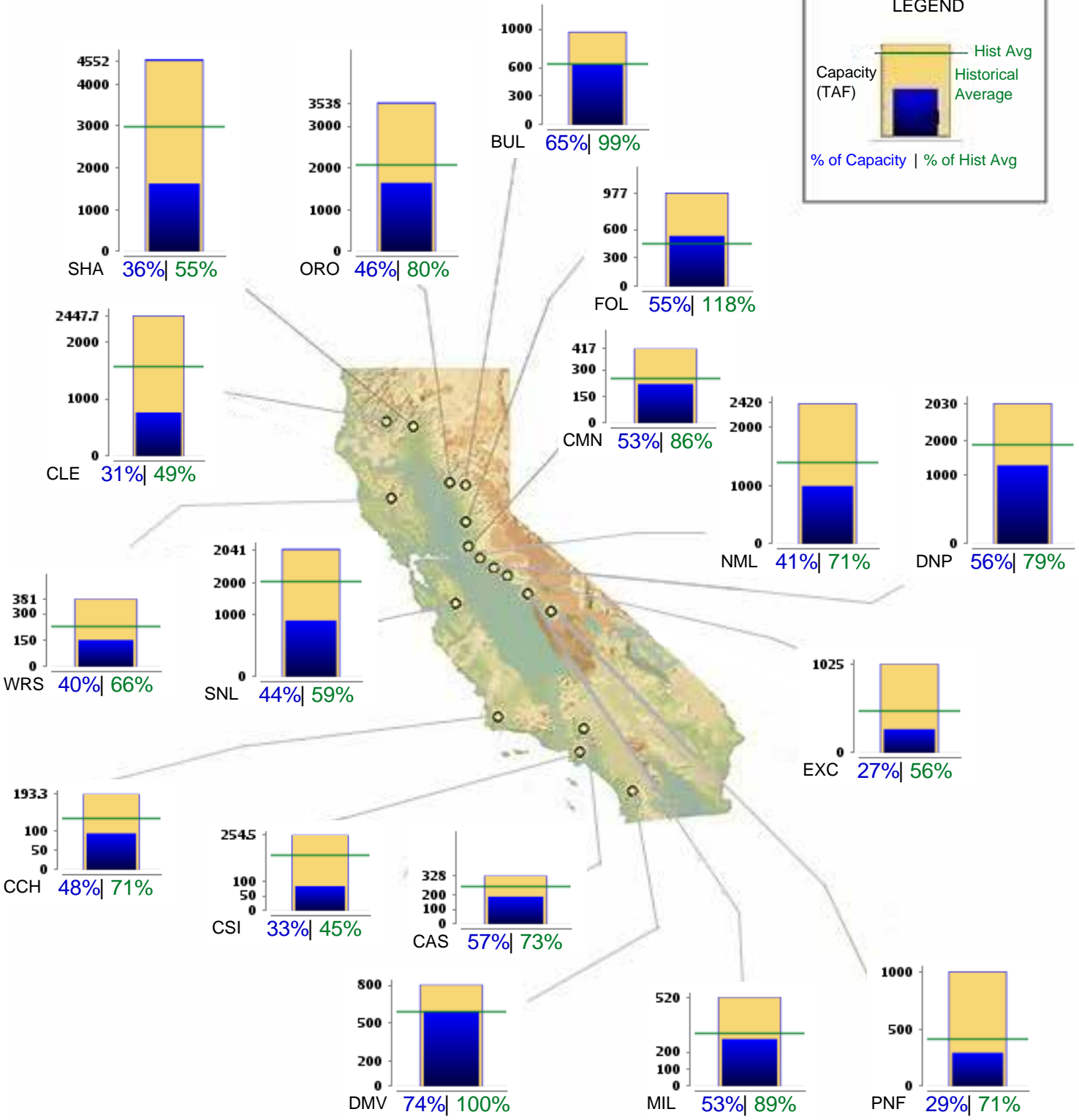
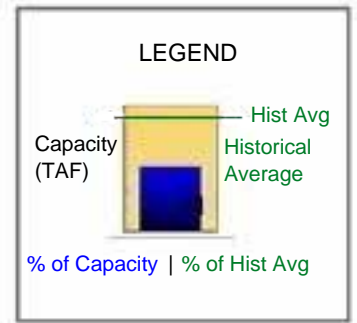


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

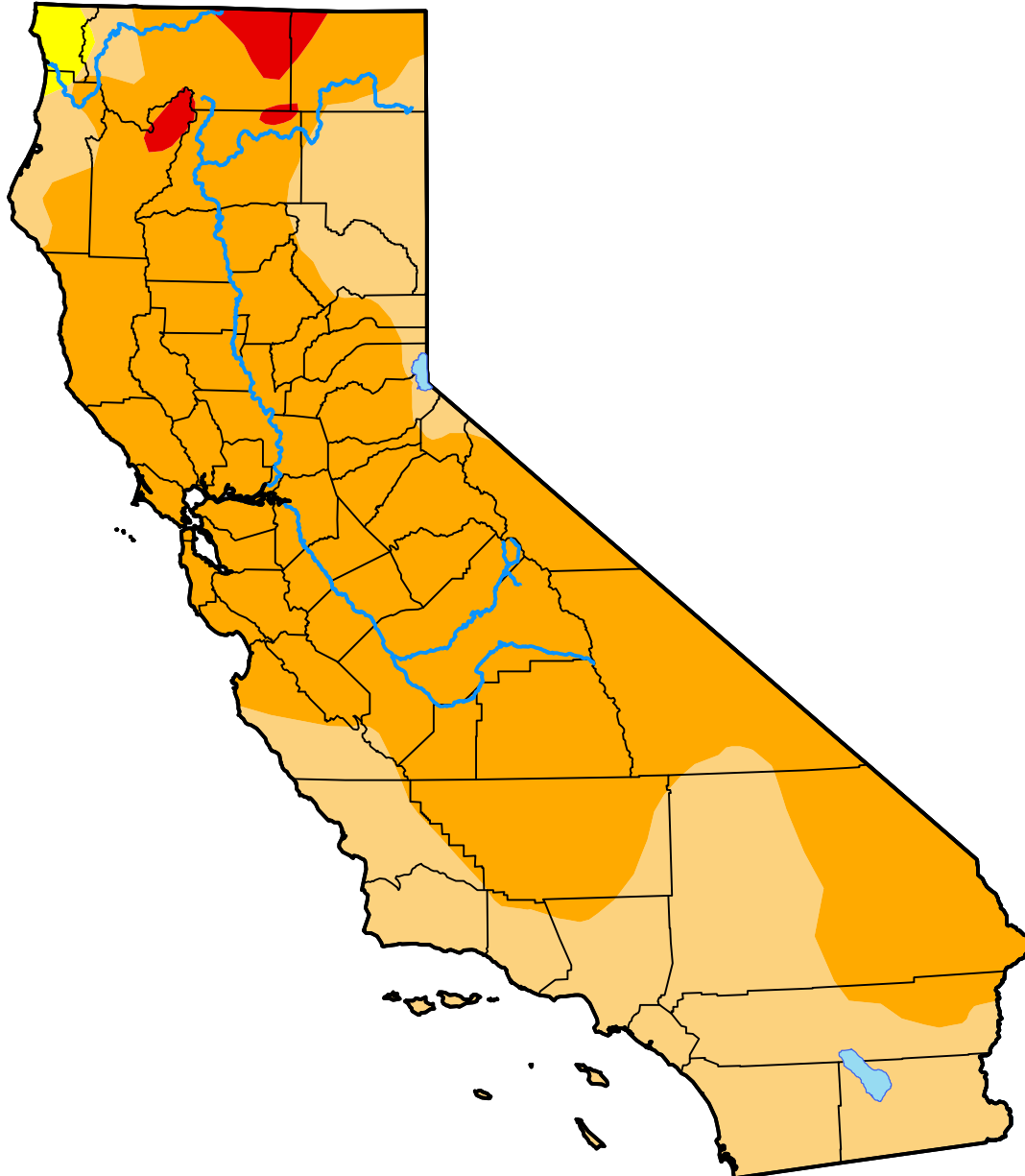
Midnight - February 1, 2022

CURRENT CONDITIONS



U.S. Drought Monitor California

January 25, 2022
(Released Thursday, Jan. 27, 2022)
Valid 7 a.m. EST



Drought Conditions (Percent Area)

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
Current	0.00	100.00	99.25	66.39	1.39	0.00
Last Week <i>01-18-2022</i>	0.00	100.00	99.25	66.39	1.39	0.00
3 Months Ago <i>10-26-2021</i>	0.00	100.00	100.00	93.81	83.33	38.74
Start of Calendar Year <i>01-04-2022</i>	0.00	100.00	99.30	67.62	16.60	0.84
Start of Water Year <i>09-28-2021</i>	0.00	100.00	100.00	93.93	87.88	45.66
One Year Ago <i>01-26-2021</i>	0.00	100.00	95.20	75.74	39.46	3.86

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:

Brad Rippey
U.S. Department of Agriculture

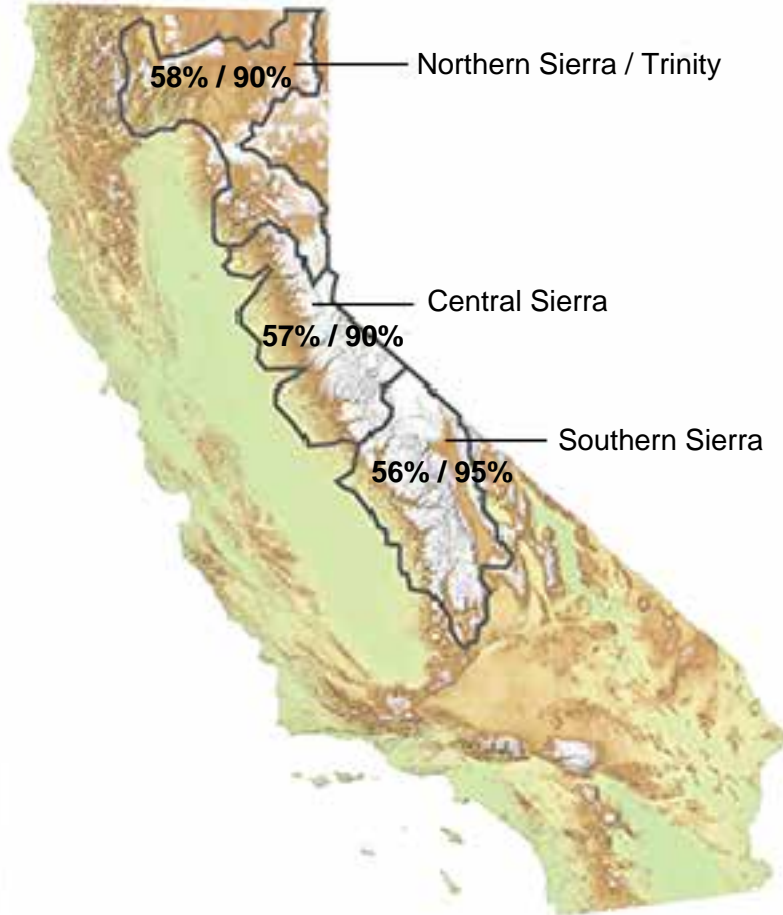




STATEWIDE SNOW WATER CONTENT

CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of February 1, 2022	
Number of Stations Reporting	30
Average snow water equivalent (Inches)	16.8
Percent of April 1 Average (%)	58
Percent of normal for this date (%)	90

CENTRAL	
Data as of February 1, 2022	
Number of Stations Reporting	42
Average snow water equivalent (Inches)	16.7
Percent of April 1 Average (%)	57
Percent of normal for this date (%)	90

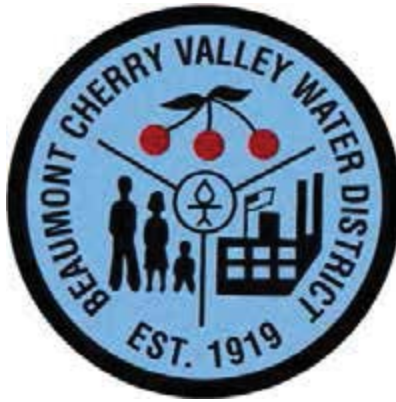
SOUTH	
Data as of February 1, 2022	
Number of Stations Reporting	31
Average snow water equivalent (Inches)	14.0
Percent of April 1 Average (%)	56
Percent of normal for this date (%)	95

STATE	
Data as of February 1, 2022	
Number of Stations Reporting	103
Average snow water equivalent (Inches)	15.9
Percent of April 1 Average (%)	57
Percent of normal for this date (%)	92

Statewide Average: 57% / 92%

Data as of February 1, 2022

Water Shortage Contingency Plan



Beaumont-Cherry Valley Water District

July 2021

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Water Shortage Contingency Plan

Overview

The Beaumont Cherry Valley Water District (BCVWD or District) has prepared this Water Shortage Contingency Plan (WSCP) in order to prepare for and respond to potential water supply shortages and constraints in accordance with recent changes to the California Water Code's (CWC) Urban Water Management Planning Act. Good planning and preparation can help maintain reliable supplies and reduce the impacts of supply interruptions.

This Plan describes BCVWD's water shortage contingency planning, and replaces the WSCP which was adopted with BCVWD's 2015 UWMP update on January 11, 2017. The planning includes staged (six stages or shortage levels) responses to a water shortage, such as a drought, that occurs over a period of time, as well catastrophic supply interruptions, which occur suddenly.

1 Water Supply Reliability Analysis

CWC 10632

(a) (1) The analysis of water supply reliability conducted pursuant to Section 10635.

1.1 BCVWD Water Supply Portfolio

BCVWD's overall water supply portfolio includes imported State Project Water (SPW) (recharged and/or taken from banked storage), groundwater from Little San Geronio Creek (Edgar Canyon) and the Beaumont Basin, and non-potable groundwater from the Beaumont Basin. The District has a total of 24 wells (1 well is a standby). One of the wells, Well 26, can pump into either the potable water or the non-potable water system. Currently, it is pumping into the non-potable water system. The Beaumont Basin is adjudicated and managed by the Beaumont Basin Watermaster. BCVWD augments its groundwater supply with imported SPW (or other sources) from the San Geronio Pass Water Agency (SGPWA) which is recharged at BCVWD's recharge facility.

The wells in Edgar Canyon provide about 15-20% percent of the total annual supply; the rest is pumped from wells in the Beaumont Basin supplemented by recharged imported water. BCVWD's total well capacity (Edgar Canyon and Beaumont Basin) is about 27.5 mgd with the largest well out of service, which is greater than the current 21.6 mgd maximum day demand (2020).

With the majority of the District's water supply sourced from the SPW (or other sources), the District's supply is subject to varying reliability dependent upon climate conditions in the State. As indicated above, the District purchases imported water from the SGPWA. One of the State's water contractors, SGPWA has a contract with DWR for a maximum total volume of 17,300

acre-feet per year (AFY). Typically, SGPWA can rely on an allocation from the SWP of about 58% of its max contract amount, or 10,034 AF. Of this amount, BCVWD may purchase its share, which is based on the proportion of SPW purchased by other retailers in the SGPWA's service area. The SGPWA is also actively seeking additional opportunities for water transfers or exchanges from other agencies which have a surplus in supply. Any supply secured by SGPWA additional to its Table A Allocation would also be able to be purchased by BCVWD based on the proportion of volume purchased by other retailers in the area.

In the future, the District plans to utilize recycled water from the City of Beaumont to meet most of the landscape irrigation demands, which are currently served with potable water. The District also intends to supplement its supply with captured and recharged stormwater, through various projects within the District as well as a joint project with RCFC&WCD (MDP Line 16).

1.2 Past, Current, and Projected Demand

The District provides potable and non-potable water to a total of approximately 19,215 residential, commercial, industrial, institutional and agricultural accounts in the City of Beaumont and the unincorporated community of Cherry Valley in Riverside and San Bernardino Counties. The bulk of the District's total demand is residential demand (in 2020, single family residential water demand made up approximately 70% of the total demand). Approximately 11% of the District's demand for 2020 was from commercial, industrial, and institutional accounts (CII). Non-potable landscape irrigation demands made up approximately 12% of the District's total demand. In 2020, the District's total water demand (potable and non-potable) was 13,818 AF. This demand includes metered data only and miscellaneous losses.

The current estimated population served by the District is 59,000. The City of Beaumont is currently experiencing rapid growth and is expected to nearly double in population by 2045. Cherry Valley, however, is not anticipated to be subject to substantial growth. Based on the projected populations in the District's service area, it is estimated that the total (potable, non-potable and recycled) water demands will increase to about 20,660 AFY by 2045 (including estimated losses). This results in an increase in demand of about 30% over the next 25 years.

1.3 Normal and Dry Year Reliability Analysis

As part of the District's 2020 UWMP update, an analysis was performed to assess the potential water supplies available over the next 25 years under normal conditions, as well as the condition of a single and multiple dry years. The single and five consecutive dry year analysis was based primarily on historical SPW deliveries to BCVWD, as imported water makes up the majority of the District's supply. The District also considered how single or five consecutive dry years would affect projected stormwater capture efforts, as well as the availability of recycled water. Please see Section 8 of the District's 2020 UWMP for the methodologies used to prepare this assessment.

Table 1 below indicates the District’s projected supplies and demands over the next 25 years under normal (average) conditions.

Table 1 – Normal Year Supply and Demand Comparison

Table 1: Normal Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045
Supply totals, AF	18,561	18,475	23,172	24,734	26,266
Demand total, AF	16,929	17,873	18,869	19,846	20,660
Surplus (shortfall), AF	1,632	602	4,303	4,888	5,606
NOTES: (1) Demand totals includes all potable and non-potable demand, plus any recycled water demand from golf courses. Totals also include imported water supplies (demands) for additional groundwater banking.					

As can be seen in Table 1, the District can anticipate a surplus in supply over the next 25 years. It is noted that included in the demand totals is the District’s need for additional imported water for drought proofing. Any additional surplus would also be added to the District’s storage account in the Beaumont Basin.

Table 2 below indicates the District’s projected supplies and demands over the next 25 years under single dry year conditions.

Table 2 – Single Dry Year Supply and Demand Comparison

Table 2: Single Dry Year Supply and Demand Comparison					
	2025	2030	2035	2040	2045
Supply totals, AF	7,349	7,878	8,944	9,195	9,792
Demand totals, AF	15,429	16,673	18,097	19,124	19,988
Surplus (shortfall), AF	(8,080)	(8,795)	(9,153)	(9,929)	(10,196)
NOTES: (1)The difference between the Supply and Demand will be supplemented with water from the Beaumont Basin. (2) Demand totals do not include additional groundwater banking.					

During single dry year conditions, it is expected that the District's supply will need to be supplemented with water from the storage account in the Beaumont Basin. It is noted that there will be no additional demands for groundwater banking during dry years.

In the analysis of the District's water service reliability, the projected supplies and demands were for multiple dry years were also considered. Please see Table 3 below.

Table 3 – Multiple Dry Years Supply and Demand Comparison

Table 3: Multiple Dry Years Supply and Demand Comparison						
		2025	2030	2035	2040	2045
First year	Supply totals	7,349	7,878	8,944	9,195	9,792
	Demand totals	15,429	16,673	18,097	19,124	19,988
	Difference	(8,080)	(8,795)	(9,153)	(9,929)	(10,196)
Second year	Supply totals	8,099	8,409	9,093	8,978	8,933
	Demand totals	13,886	15,006	16,287	17,212	17,989
	Difference	(5,787)	(6,597)	(7,194)	(8,234)	(9,056)
Third year	Supply totals	8,741	8,979	9,600	9,400	9,295
	Demand totals	12,343	13,338	14,478	15,299	15,990
	Difference	(3,602)	(4,359)	(4,878)	(5,899)	(6,695)
Fourth year	Supply totals	9,800	9,939	10,478	10,161	9,970
	Demand totals	11,572	12,505	13,573	14,343	14,991
	Difference	(1,772)	(2,566)	(3,095)	(4,182)	(5,021)
Fifth year	Supply totals	9,471	9,631	10,184	9,891	9,721
	Demand totals	10,800	11,671	12,668	13,387	13,992
	Difference	(1,329)	(2,040)	(2,484)	(3,496)	(4,271)
NOTES: The difference between the Supply and Demand will be supplemented with water from the Beaumont Basin.						

During single dry year conditions, it is expected that the District's supply will need to be supplemented with water from the storage account in the Beaumont Basin. It is noted that there will be no additional demands for groundwater banking during dry years.

In the analysis of the District's water service reliability, the projected supplies and demands were for multiple dry years were also considered. Please see Table 3 below.

In Section 8 of the 2020 UWMP, the District also prepared a Drought Risk Assessment, which analyzes the supplies and demands over the next 5 years, assuming that 2021 is the first year of a five consecutive year drought. In the Drought Risk Assessment supply augmentation

benefits and the reduction savings benefits outlined in this WSCP hereon are assumed. Please see Table 4 below:

Table 4 – Drought Risk Assessment

Drought Risk Assessment Water Use/Supplies	Demand and Supplies (AFY)				
	2021	2022	2023	2024	2025
Total Water Use	14,054	14,268	14,473	14,648	15,429
Total Supplies	5,650	8,630	9,794	11,600	10,639
Surplus (shortfall) w/o WSCP Action	(8,404)	(5,638)	(4,679)	(3,048)	(4,790)
Planned WSCP Actions					
WSCP - supply augmentation benefit	8404	4211	1784	0	161
WSCP - use reduction savings benefit	0	1,427	2,895	3,662	4,629
Revised Surplus	0	0	0	614	0
Resulting % Use Reduction from WSCP Action	0%	10%	20%	25%	30%

2 Annual Water Supply and Demand Assessment Procedures

Each water supplier is now required to submit an Annual Water Supply and Demand Assessment (Annual Assessment) starting July 1, 2022.

CWC 10632

(a)(2) The procedures used in conducting an annual water supply and demand assessment that include, at a minimum, both of the following:

(A) The written decision-making process that an urban water supplier will use each year to determine its water supply reliability.

(B) The key data inputs and assessment methodology used to evaluate the urban water supplier's water supply reliability for the current year and one dry year, including all of the following:

(i) Current year unconstrained demand, considering weather, growth, and other influencing factors, such as policies to manage current supplies to meet demand objectives in future years, as applicable.

(ii) Current year available supply, considering hydrological and regulatory conditions in the current year and one dry year. The annual supply and demand assessment may consider more than one dry year solely at the discretion of the urban water supplier.

(iii) Existing infrastructure capabilities and plausible constraints.

(iv) A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment.

(v) A description and quantification of each source of water supply.

CWC 10632.1.

An urban water supplier shall conduct an annual water supply and demand assessment pursuant to subdivision (a) of Section 10632 and, on or before July 1 of each year, submit an annual water shortage assessment report to the department with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan. An urban water supplier that relies on imported water from the State Water Project or the Bureau of Reclamation shall submit its annual water supply and demand assessment within 14 days of receiving its final allocations, or by July 1 of each year, whichever is later.

2.1 Decision-Making Process

The Annual Assessment that is to be submitted to DWR every year would be brought to the BCVWD Board of Directors (Board) prior to submittal for DWR consideration. BCVWD will assess each year's imported and local supplies as well as potable and non-potable demands based on its final SWP allocation, additional available imported water exchanges or transfers through SGPWA, climate, and local groundwater conditions, as determined by the Beaumont Basin Watermaster.

Based on the foregoing, BCVWD will assess the water shortage level for that year and determine the most appropriate response action(s) to encourage water conservation among its customers. BCVWD will ensure that the Annual Assessment will be submitted to the Board to allow adequate time for review and comment prior to the required DWR submittal date of July 1st (or 14 days after notification of final SWP Allocation, whichever is later), for the assessment.

A summary of the District's proposed decision-making process for preparing and adopting the Annual Assessment is indicated in Table 5 below:

Table 5 – Annual Water Supply and Demand Assessment Decision Making Process

	Activity
December - April	Annual water supply and demand review
April - May	Prepare Annual Water Supply and Demand Assessment based on findings of supply and demand review. Present Assessment to General Manager for review.
May	Public notification of the intent to adopt Annual Water Supply and Demand Assessment at the June Board of Directors meeting.
June	Presentation of findings in the Annual Water Supply and Demand Assessment and necessary shortage response actions to the Board of Directors for Approval by Resolution.
July 1st (or 14 days from Notification of Final Allocation, whichever is later)	Submittal of final adopted Annual Water Supply and Demand Assessment to the State of California Department of Water Resources.

2.2 Data Inputs and Methodologies

As required by the Water Code, the District will evaluate its available water supply reliability assuming current conditions for that year, as well as a single dry year. The data inputs and methodologies which will be used to formulate a recommendation regarding the District's supply reliability and any necessary response actions are included below:

- **Water Supply:** The District will analyze groundwater production records and final SWP allocations available for the current year, and compare projected supplies to historical averages.
- **Unconstrained Demands:** The District will analyze consumption data for the current year, and based on supply assess whether any or which shortage response action(s) are appropriate to encourage water conservation. For the upcoming year the District will utilize data from the 2020 UWMP update, as well as any newly available data regarding water consumption and population growth to project anticipated unconstrained demands.
- **Single Dry Year Demands:** Similarly, the District will compare current year consumption data with historical demand data for a single dry year, and project demands for the upcoming year.

- Infrastructure: The District will assess the current operating conditions of its wells and booster pumps, and recharge facilities and determine whether any maintenance will be scheduled or would likely be scheduled for the upcoming year. The District would coordinate any findings from analysis for available supplies with potential shortfalls in groundwater production if maintenance is required.

3 Six Standard Water Shortage Stages

CWC 10632 (a)(3)

(A) Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage. Urban water suppliers shall define these shortage levels based on the suppliers' water supply conditions, including percentage reductions in water supply, changes in groundwater levels, changes in surface elevation or level of subsidence, or other changes in hydrological or other local conditions indicative of the water supply available for use. Shortage levels shall also apply to catastrophic interruption of water supplies, including, but not limited to, a regional power outage, an earthquake, and other potential emergency events.

(B) An urban water supplier with an existing water shortage contingency plan that uses different water shortage levels may comply with the requirement in subparagraph (A) by developing and including a cross-reference relating its existing categories to the six standard water shortage levels.

The District proposes a six-stage plan of action in the event of an extended drought condition or loss of supply. The action levels for each stage are presented in the subsections that follow (summarized in Table 6), and the water supply reduction stages are provided in Table 8-1. These stages could be implemented as a result of BCVWD water shortages, including reduction in imported water allocation, or mandatory water conservation targets by the Governor's office.

Table 6 (DWR Submittal Table 8-1) – Water Shortage Contingency Plan Levels

DWR Table 8-1 Water Shortage Contingency Plan Levels		
Shortage Level	Percent Shortage Range	Shortage Response Actions (Narrative description)
1	Up to 10%	Up to 10% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes voluntary public demand reduction of 10%, and community outreach encouraging conservation.
2	Up to 20%	Up to 20% reduction in normal, "long term" water supply (including conjunctive use water in storage); includes any actions from Shortage Level 1. Response actions include mandatory 10% reduction - Increased public outreach, restaurants serve water upon request, lodging must offer opt out of linen services
3	Up to 30%	Up to 30% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1 and 2. Response actions include mandatory 20% reduction - limit landscape irrigation to certain number of days per week
4	Up to 40%	Up to 40% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1, 2 and 3. Response actions include mandatory 25% reduction - limit irrigation of lawns to once a week except for lawns and turf irrigate with recycled water, restrict water use for decorative water features, limit filling of pools only to cases where appropriate cover is in place
5	Up to 50%	Up to 50% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1 - 4. Response actions include mandatory 30% reduction - prohibit filling of swimming pools, washing of automobiles only limited to facilities using recycled water, prohibit potable water use for construction activities, industrial water users required to reduce water use (food processing, concrete mixing plant)
6	>50%	Greater than 50% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1 - 5. Response actions include mandatory 30% reduction - prohibit landscape irrigation except for irrigation with use of recycled water, industrial water users required to further reduce water use (food processing, concrete mixing plant)
NOTES:		

These stages and the percent reductions in demand are based on BCVWD's experience during the state mandated water conservation program targets comparing 2020 with a similar period in

2015, where BCVWD was able to reduce consumption by 24.3% for the period May 2015 through April 2016. This was done through the restrictions in Board of Directors Resolution 2015-05, which limited watering to two days per week due to mandatory reductions in the District's demands of 36% (when compared to 2013 water usages).

In establishing the "Stages," BCVWD has the advantage of the Beaumont Basin, its large storage capacity for banked water, and BCVWD's 80,000 AF storage account. BCVWD currently has 39,750 AF in storage, despite an average SWP allocation of only 43% for the period 2017 through 2020 (approximately 15% difference from normal, "long-term" supply). BCVWD's plan is to purchase additional imported water (when available in advance of annual need (i.e., conjunctive use purchases)) over the amount needed to meet annual demands to add to the storage account balance each year, including making up for any shortfall(s) that may occur during dry years. This results in a conjunctive use activity and hence the averaged annual water supply approach outlined herein and as identified in Table 6, above.

4 Shortage Response Actions

CWC 10632

(a)(4) Shortage response actions that align with the defined shortage levels and include, at a minimum, all of the following:

(A) Locally appropriate supply augmentation actions.

(B) Locally appropriate demand reduction actions to adequately respond to shortages.

(C) Locally appropriate operational changes.

(D) Additional, mandatory prohibitions against specific water use practices that are in addition to state-mandated prohibitions and appropriate to the local conditions.

(E) For each action, an estimate of the extent to which the gap between supplies and demand will be reduced by implementation of the action.

4.1 Shortage Level 1 (Potential Shortage – Voluntary Reduction)

Shortage Level 1 occurs when:

- Up to a 10% reduction in normal (average), “long-term” averaged supply occurs
- Imported water supplies (SWP allocation and other imported supplies) averages approximately 48% of regional annual supply requirements (water orders) over a two-year (or longer) period

The District declares a water shortage and imposes voluntary water conservation. In this shortage level, the District shall notify all its customers that water use reduction is highly encouraged. The District will recommend a voluntary 10% water use reduction based on an established base year to be determined by the District at the time Stage 1 is implemented. At the same time, the District shall implement its own public awareness program to encourage the efficient use of water. This will be accomplished by bill stuffers, website information, and social media postings.

4.2 Shortage Level 2 (Minor Shortage – Mandatory Reduction)

Shortage Level 2 occurs when:

- Up to a 20% reduction in normal (average), “long-term” averaged supply occurs
- Imported water supplies (SWP allocation and other imported supplies) averages between a minimum of 38% up to 48% over a three-year (or longer) period.

During Stage 2, all efforts to encourage conservation would remain in effect, however a 10% reduction in demand would be mandatory. Public outreach continues to occur, however an increase in public awareness is achieved through coordination with the City of Beaumont, Riverside County, and SGPWA. In addition, restaurants are required to only serve water to patrons upon request, and lodging facilities must allow guests to opt out of linen services.

4.3 Shortage Level 3 (Moderate Shortage – Mandatory Reduction)

Shortage Level 3 occurs when:

- Up to a 30% reduction in normal (average), “long-term” averaged supply occurs
- Imported water supplies (SWP allocation and other imported supplies) averages between a minimum of 28% up to a 38% over a three-year (or longer) period

Restrictions up to Shortage Level 3 will still be mandatory. At this point, the District will initiate water restrictions similar to Resolution 2015-05 and require a 20% reduction in demand from an established base year. In this stage, the District will impose restrictions similar to Resolution 2015-05: but limit lawn watering to two times per week (assigned days based on street address) and no filling of new swimming pools. Topping off swimming pools is permitted. No new construction meters will be approved. Use of recycled or non-potable water for construction activities will be encouraged. The District may adopt financial incentives to encourage efficient water use. Public awareness programs will expand to schools.

4.4 Shortage Level 4 (Severe Shortage – Mandatory Reduction)

Shortage Level 4 occurs when:

- Up to a 40% reduction in normal (average), “long-term” averaged supply occurs
- Imported water supplies (SWP allocation and other imported supplies) averages between a minimum of 18% and 28%, over a three-year (or longer) period

Restrictions up to Shortage Level 4 will still be mandatory. In this shortage level, the District will impose restrictions similar to Resolution 2015-05 to require a 25% reduction in demand, but make more stringent including limiting lawn watering to once a week except for lawns and turf irrigated with recycled or non-potable water. No filling of swimming pools; topping off swimming pools may be permitted. Hand watering of plantings is permitted two days per week if using a hose with a shut-off nozzle. Restrict water use for decorative water features. The District may adopt financial incentives to encourage efficient water use. Stricter enforcement penalties will be developed. At this Stage, the District will appoint a Water Conservation Advisory Committee. This committee will comprise of officials from the District, the City of Beaumont, and the Cherry Valley community. Public awareness in schools will continue. District staff will work with high water using commercial/retail and industrial facilities to develop programs to reduce water use.

4.5 Shortage Level 5 (Critical Shortage – Mandatory Reduction)

Shortage Level 5 occurs when:

- Up to a 50% reduction in normal (average), “long-term” averaged supply occurs
- Imported water supplies (SWP allocation and other imported supplies) averages between a minimum of 8% up to 18%, over a four-year (or longer) period, or

Restrictions up to Shortage Level 5 will still be mandatory. In this shortage, the District will impose restrictions similar to Resolution 2015-05 but prohibit lawn watering except for lawns and turf irrigated with recycled or non-potable water. No filling of swimming pools; topping off only permitted on covered pools. Hand watering of plantings is permitted one day per week, if using a hose with a shut-off nozzle. Washing of automobiles limited only to facilities using recycled water. Use of potable water for construction will be prohibited; only recycled or non-potable water may be used for construction activities, as determined by the Board of Directors. Trucking recycled water may be necessary for grading and construction activities. The District will adopt financial incentives to encourage efficient water use. Stricter enforcement penalties will be developed. The Water Conservation Advisory Committee will continue to function. This committee will comprise of officials from the District, the City of Beaumont, and the Cherry Valley community. Public awareness in schools will continue. District staff will work with high water using commercial/retail and industrial facilities to develop programs to reduce water use.

4.6 Shortage Level 6 (Extreme Shortage – Mandatory Reduction)

Shortage Level 6 occurs when:

- A greater than 50% reduction in normal (average), “long-term” averaged supply occurs
- Imported water supplies (SWP allocation and other imported supplies) averages less than 8%, over a four-year (or longer) period, or

Restrictions up to Shortage Level 6 will still be mandatory. In this shortage level, the District will impose restrictions similar to Resolution 2015-05. No topping off swimming pools. Use of potable water for construction will be prohibited; only recycled or non-potable water may be used for construction activities, as determined by the Board of Directors. Trucking recycled water may be necessary for grading and construction activities. “Will serve” letters or annexations will not be approved by the Board of Directors. The District will adopt financial incentives to encourage efficient water use. Stricter enforcement penalties will be developed. The Water Conservation Advisory Committee will continue to function. This committee will comprise of officials from the District, the City of Beaumont, and the Cherry Valley community. Public awareness in schools will continue. District staff will work with high water using commercial/retail and industrial facilities to develop programs to further reduce water use.

5 Impacts of Shortage Level Response Actions

Table 7, below quantifies the percent of demand reduction for each shortage response action in relation to its associated shortage taken.

Table 7 (DWR Submittal Table 8-2) – Demand Reduction Actions

DWR Table 8-2: Demand Reduction Actions				
Shortage Level	Demand Reduction Actions <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUdata online submittal tool. Select those that apply.</i>	How much is this going to reduce the shortage gap? <i>Include units used (percentage)</i>	Additional Explanation or Reference <i>(optional)</i>	Penalty, Charge, or Other Enforcement? <i>For Retail Suppliers Only</i> <i>Drop Down List</i>
<i>Add additional rows as needed</i>				
All	Improve Customer Billing	1%	Continue to provide customers with detailed breakdowns of water use and encourage water use efficiency	No
All	Expand Public Information Campaign	1%		
All	Landscape - Restrict or prohibit runoff from landscape irrigation	2-5%	Part of BCVWD's Water Waste Provisions	No
All	Other - Prohibit use of potable water for washing hard surfaces	2-5%	Part of BCVWD's Water Waste Provisions - prohibits watering of concrete	No
All	Other - Require automatic shut of hoses	2-5%		No
2	CII - Lodging establishment must offer opt out of linen service	2-5%		No
2	CII - Restaurants may only serve water upon request	2-5%		No
2	Water Features - Restrict water use for decorative water features, such as fountains	1-3%		No
3	Landscape - Limit landscape irrigation to specific days	10-15%	2 days per week	Yes
3	Other	5%	Public awareness programs expanded to schools	No
4	Landscape - Limit landscape irrigation to specific days	5-10%	1 day per week, addition 5-10% reduction in shortage gap	Yes
5	Pools - Allow filling of swimming pools only when an appropriate cover is in place.	1-2%	Topping off existing pools with cover	No
5	Water Features - Restrict water use for decorative water features, such as fountains	1-2%		No
5	Other - Prohibit use of potable water for construction and dust control	5-15%	Dependent upon size of construction operations and duration of construction	Yes
5	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	10-15%		Yes
5	CII - Other CII restriction or prohibition	10-15%	Work with high demand commercial/industrial water users to reduce water use	Yes
6	Moratorium or Net Zero Demand Increase on New Connections	10-20%	Dependent upon development conditions, Board of Directors to suspend approval of "Will Serve Letters"	Yes

NOTES:

5.1 Supply Augmentation

Table 8 (DWR Submittal Table 8-3) – Supply Augmentation

DWR Table 8-3: Supply Augmentation and Other Actions			
Shortage Level	Supply Augmentation Methods and Other Actions by Water Supplier <i>Drop down list</i> <i>These are the only categories that will be accepted by the WUedata online submittal tool</i>	How much is this going to reduce the shortage gap? <i>Include units used (volume type or percentage)</i>	Additional Explanation or Reference <i>(optional)</i>
<i>Add additional rows as needed</i>			
All	Expand Public Information Campaign	1-5%	
All	Improve Customer Billing	1-5%	
All	Other Actions (describe)	5-10%	Continue to work with to install drought tolerant, low water using plantings
2 - 6	Stored Emergency Supply	25-50%	BCVWD has the ability to withdraw groundwater from its storage account in the Beaumont Basin.
4	Other Purchases	5-10%	Work with SGPWA to obtain additional imported water supply
NOTES:			

Table 8 presents some consumption reduction methods, separate from the restrictions and prohibitions, presented previously.

- **Expand Public Information** – BCVWD should work with SGPWA and the other retailers in the San Gorgonio Pass to develop a consistent, region-wide message that could include regular articles in the local newspapers, displays at major events, low water using garden workshops, etc. Expand into the schools and service clubs. Work with the high-volume water users in the commercial/retail/industrial area to determine if there are water reduction opportunities.
- **Improved Customer Billing** – Continue providing customers with their historic usage for the past year in graphical format (bar charts) with target levels for water conservation. Provide data on other typical customers in the District’s service area.
- **Rebates for Irrigation Efficiency Improvements** – BCVWD should work with SGPWA to provide rebates to improve irrigation efficiency including drip systems and smart controllers. Replacement of spray nozzles with rotating nozzles reduces water consumption significantly and prevents overspray.
- **Rebates for Turf Replacement** – BCVWD should work with SGPWA to provide rebates to convert turf areas to low water using drought tolerant plantings.
- **Other Methods Not on DWR’s List:**
 - Work further with the City of Beaumont, County of Riverside, and developers to install drought tolerant, low water using plantings in common areas and street medians. Reduce turf and planted areas in new home construction.

- Convert existing street median and common area turf areas to drought tolerant, low water using plantings.
- Begin using recycled water for landscape irrigation. This method has the greatest potential for reducing potable water use in the BCVWD service area.
- Restrict construction water use to non-potable water.
- Implement more tiers in the rate structure to reflect the cost for purchase of imported water as a result of higher use.

6 Operational Changes

One of the water conservation measures that can be used to reduce water loss is implementing automatic meter readings. With the use of automatic meters, water leaks would be easy to locate as the water meter would continuously run throughout the night. This knowledge would allow District staff to inform the residents of the situation and further actions could then be taken to fix the leak and ultimately, conserve water. Currently (2020), BCVWD is working through a Capital Improvement Project which includes installing automatic meters throughout the service area, but has not been fully converted.

The District currently does not perform extensive main flushing or any hydrant flow testing; there is minimal need to adjust District operations to conserve water unmetered water.

7 Emergency Response Plan

The most recently published Emergency Response Plan (ERP) is from 2011. Currently (2020), District staff is in the process of updating this ERP to define procedures for modern emergencies, as well as assessing the District's plan for responding to catastrophic water supply interruption. The 2011 ERP defines the procedures that District staff is to complete in the case of various emergencies including, but not limited to:

- Medical Emergencies
- Flooding
- Snow/Ice Damage
- Earthquakes
- Hurricanes/Tornados

The District performs routine maintenance and assessment of the operating conditions off all its facilities, in order to ensure minimal opportunities for supply shortages or supply interruptions. As the District continues to grow, it will continue to refine its maintenance procedures to continue to provide reliable supplies to its customers.

8 Seismic Risk Assessment and Mitigation Plan

CWC 10632.5

- (a) *In addition to the requirements of paragraph (3) of subdivision (a) of Section 10632, beginning January 1, 2020, the plan shall include a seismic risk assessment and mitigation plan to assess the vulnerability of each of the various facilities of a water system and mitigate those vulnerabilities.*
- (b) *An urban water supplier shall update the seismic risk assessment and mitigation plan when updating its urban water management plan as required by Section 10621.*
- (c) *An urban water supplier may comply with this section by submitting, pursuant to Section 10644, a copy of the most recent adopted local hazard mitigation plan or multihazard mitigation plan under the federal Disaster Mitigation Act of 2000 (Public Law 106-390) if the local hazard mitigation plan or multihazard mitigation plan addresses seismic risk.*

8.1 BCVWD Facilities

The center of the District's service area is located approximately 8 to 10 miles south of the San Andreas Fault. If a major earthquake were to occur along the San Andreas Fault in the Pass area, many of the BCVWD's facilities could be affected.

In order to minimize possible damage due to a significant earthquake, the District's Cherry Tanks, Upper Edgar Tank, Taylor Tank, the Vineland Tanks and the Hannon Tank are all equipped with flexible connectors (EBBA Iron Flex-tends) for movement during an earthquake. Upper Edgar, Cherry Tank III, Vineland II and III, and Taylor Tank are all anchored to their ring wall foundation and have been designed to resist seismic shaking. These are all relatively new tanks constructed since the year 2000 and designed and constructed to recent AWWA standards. These tanks should be capable of resisting significant earthquake shaking. BCVWD's other tanks were designed according to AWWA standards in effect at the time they were constructed; but over time the design standards have improved and become more stringent. The greatest vulnerability will be with the older steel tanks located in the northern part of the District's service area in Cherry Valley.

Experience with other earthquakes, e.g., Landers, magnitude 7.3 (1992), has shown steel water tanks survive but do suffer some minor structural damage. Observations of some of the water tanks showed the inlet/outlet piping sheared off and some "elephant footing" of the side wall occurred but the tanks remained intact. This is what would be expected with BCVWD's older tanks. The newer tanks should survive with little or no damage. The older tanks should be able to be put back into service within a week, if not sooner.

Wells and well pumps could be damaged during a very severe earthquake but they should be able to be returned to service within a month depending on the availability of replacement parts and equipment to repair the pumps.

Piping breaks could be expected to occur, but these can be repaired quickly. BCVWD has an inventory of repair clamps, fittings and pipe as well as staff and equipment to make these repairs.

BCVWD has also constructed emergency “interties” at various locations along Highland Springs Road so that water can be supplied in either direction between the City of Banning and BCVWD.

9 Communication Protocols

CWC 10632 (a)(5)
Communication protocols and procedures to inform customers, the public, interested parties, and local, regional, and state governments, regarding, at a minimum, all of the following:

(A) Any current or predicted shortages as determined by the annual water supply and demand assessment described pursuant to Section 10632.1.

(B) Any shortage response actions triggered or anticipated to be triggered by the annual water supply and demand assessment described pursuant to Section 10632.1.

(C) Any other relevant communication

The communication protocol procedure currently relies in the 2011 ERP. After BCVWD has completely assessed the situation and determined that further actions are to be put into effect, coordinating with the public and other entities are the next steps to be taken. In the near future, BCVWD will use the Annual Assessment that is to be reported to DWR as a tool to address each year’s supplies and demands to help determine the appropriate response. In the most recent drought, each BCVWD resident was mailed letters informing them of the issues and the steps that need to be taken to conserve water. For future emergencies, the residents will be emailed the water conservation letters along with their bill to reduce costs. The public information that is to be sent out will be a notice informing them of the situation (e.g. the shortage level the District is currently in), the steps that BCVWD is taking to conserve water, and the steps that each resident should follow to do their part in reducing the water demand.

The District is also actively providing information on its website for public consumption to inform customers of ways to reduce consumption, as well as to update them in the case of an emergency as determined by the State or by the Board of Directors.

A summary of the District’s communication protocols is included in Table 9 below.

Table 9 – Communication Protocols

Stage of Assessment	Summary	Communication Method
Water Shortage Announcement	District staff will notify the public, neighboring Cities/Agencies, and other interested parties of the findings in the Annual Water Supply and Demand Assessment. Notification will be presented prior to the June Board of Directors meeting during which the Assessment will be presented and adopted.	Press Release, Websites, Social Media, Water Bill Inserts
Water Shortage Level Declaration	Occurs following the adoption of the Annual Water Supply and Demand Assessment.	Press Release, Websites, Social Media, Board of Directors Meeting
Water Shortage Response Actions	Occurs continuously following the adoption of the Assessment. Response actions remain in effect until such time that it is determined that the Water Shortage Level status has changed.	Press Release, Websites, Social Media, Board of Directors Meeting

10 Compliance and Enforcement

CWC 10632 (a)(6)

For an urban retail water supplier, customer compliance, enforcement, appeal, and exemption procedures for triggered shortage response actions as determined pursuant to Section 10632.2.

BCVWD does not have a standard enforcement procedure during “normal” supply years, however, does have a plan that adjusts rates during drought declarations and also for enforcing water conservation measures during the periods of a drought. BCVWD is currently in the process of converting over standard water meters to automatic meters. This would allow District staff to determine what residents may have water leaks and address the issues in a timely manner. It would also allow District staff to enforce the demand reduction actions that require residents to only water on certain days of the week. The severity of the enforcement would increase as the Shortage Levels increase. Many of the water reduction actions such as requiring customers repair leaks in a timely manner and restricting water use for decorative fountains would require further actions by the District to enforce. Discussions on how to enforce demand reduction actions such as these are still in discussion to determine the most efficient method. The repercussions that are to take place are listed below under Legal Authorities for first-, second-, and third-time offenders.

11 Legal Authorities

CWC 10632 (a)(7)

(A) A description of the legal authorities that empower the urban water supplier to implement and enforce its shortage response actions specified in paragraph (4) that may include, but are not limited to, statutory authorities, ordinances, resolutions, and contract provisions.

(B) A statement that an urban water supplier shall declare a water shortage emergency in accordance with Chapter 3 (commencing with Section 350) of Division 1. [see below]

(C) A statement that an urban water supplier shall coordinate with any city or county within which it provides water supply services for the possible proclamation of a local emergency, as defined in Section 8558 of the Government Code. Water Code Section Division 1, Section 350

Declaration of water shortage emergency condition. The governing body of a distributor of a public water supply, whether publicly or privately owned and including a mutual water company, shall declare a water shortage emergency condition to prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection.

BCVWD has provisions within its Rules and Regulations to establish charges for excessive water use. Currently, the District has a 3-tiered rate structure. For single family residences the tier structure ranges from 0 – 16 HCF (Tier 1), 17-34 HCF (Tier 2) and greater than 34 HCF (Tier 3). The unit price for water use increases with each tier. For multi-family residential, the unit price is a single set rate with no tier structure. BCVWD could increase these charges, initiate consumption surcharges for excessive use to cover the additional cost of imported replacement water, and/or provide for additional tiers upon proper notification and following the procedures established by Proposition 218. This is not something that can be done on short notice, however.

BCVWD has “water waster” provisions in Part 15 of its Rules and Regulations.

“15-1 PROHIBITION OF WATER WASTER – No person, firm, or corporation shall use, deliver, or apply waters received from this District in any manner that causes the loss, waste, or the applications of water for unbeneficial purposes. Within the meaning of this Regulation, any waters that are allowed to escape, flow, and run into areas which do not make reasonable beneficial use of such water, including but not limited to streets, gutters, drains, channels, and uncultivated lands, shall be presumed to be wasted contrary to the prohibitions of these Rules and Regulations.

1) Upon the first failure of any person, firm, or corporation to comply, this District shall serve or mail a warning notice upon any person determined to be in violation of these Rules and Regulations.

2) Upon the second failure of any person, firm, or corporation to so comply, the water charges of any such consumer shall be doubled until full compliance with these Rules or Regulations has been established to the satisfaction of the Board of Directors of the District.

3) Upon the third failure of any person, firm, or corporation to so comply, the District shall terminate water service to any connection through which waters delivered by the District are wasted in violation of these Rules and Regulations.”

In Resolution 2016-05, there was a list of financial penalties for violation of the water restrictions in the Resolution.

- Upon the first failure of any person, firm, or corporation to comply, the District shall serve or mail a warning notice upon any person determined to be in violation of the District’s Rules and Regulations.
- Upon the second failure of any person, firm, or corporation to so comply, the water charges of any such customer shall be doubled until full compliance with the District’s Rules and Regulations has been established to the satisfaction of the Board of Directors of the District.
- Upon the third failure of any person, firm, or corporation to so comply, the District shall terminate water service to any connection through which waters delivered by the District are wasted in violation of the District’s Rules and Regulations.

11.1 Water Shortage Contingency Resolution

Resolution No. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT (DISTRICT) ADOPTING WATER USE RESTRICTIONS TO PROTECT THE WATER SYSTEM AND RATEPAYERS OF BEAUMONT-CHERRY VALLEY WATER DISTRICT

WHEREAS, the District’s Operations Policies and Procedures Manual, Part III, Section 1.E., District Emergency Declaration allows the General Manager, in consultation with the Board of Directors President, the ability to declare a “District Emergency” with ratification by the Board of Directors within fourteen days (14) at a regular, special or emergency Board meeting; and

WHEREAS, the District is experiencing water shortages of significant impact which results in a District emergency relating to water supply, therefore;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors that full support is given to the General Manager to make the appropriate recommendations which may include increased restrictions on watering days and hours, restrictions on washing vehicles, etc., restrictions on large water users, restrictions on flushing of water lines, restrictions on the filling of swimming pools, and increases in the current penalties for not complying with water conservation restrictions for the duration of the emergency, and urge full support and cooperation from the ratepayers of the District.

ADOPTED this ____ day of _____, _____, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

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

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

12 Financial Consequences of WSCP

CWC 10632 (a)(8)

A description of the financial consequences of, and responses for, drought conditions, including, but not limited to, all of the following:

(A) A description of potential revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(B) A description of mitigation actions needed to address revenue reductions and expense increases associated with activated shortage response actions described in paragraph (4).

(C) A description of the cost of compliance with Chapter 3.3 (commencing with Section 365) of Division 1. [retail urban suppliers only]

Rather than identify the financial impacts of each prohibition on BCVWD’s financial position, the impacts will be assessed on a “percent reduction in water demand” basis.

The District’s current water rate structure includes a service (meter) charge (bimonthly, regardless of how much water is used), and a 3-tiered commodity. For single family residences the tier structure ranges from 0 – 16 HCF (Tier 1), 17-34 HCF (Tier 2) and greater than 34 HCF (Tier 3). The unit price for water use increases with each tier. For multi-family residential, the unit price is a single set rate with no tier structure. This accounts for the generally lower family incomes in multi-family residences. In addition, there is a power surcharge and an imported water surcharge per 100 cu ft of water used.

During times of drought, the revenue from the commodity charge and the power and imported water surcharges would be reduced by an amount equal to the water conservation effort. The meter charge would not be affected. But, the reduction in water consumption will also reduce the power consumption needed to pump and produce water and reduce the need for imported water, essentially balancing out the reduction in imported water surcharge revenue.

To further offset any revenue losses, the District also has a drought surcharge policy in place. Please see Figure 1 below:

Figure 1 – BCVWD Drought Surcharge Policy

5-1.4 DROUGHT SURCHARGES				
<p>In the event that the District activates water supply drought rates, customers will be notified in advance of the below surcharges. Drought rates are generally triggered by the declaration of a specific water shortage by the California Department of Water Resources, or alternatively, by the District’s Board of Directors.</p> <p>The Surcharge Rate below is additive to the current Commodity Rate, per unit of water, at the date of presentation. The Surcharge Rate in effect is dependent on the drought stage declared.</p>				
	Stage 1	Stage 2	Stage 3	Stage 4
Reduction in Use	10%	20%	30%	40%
Surcharge	\$0.17	\$0.36	\$0.60	\$0.92

Although the District is proposing 6 Shortage Levels as part of the WSCP, the existing drought surcharges can still be applied. For example, “Stage 1” in the District’s drought surcharges policy correlates to a 10% reduction in use; the drought surcharge identified would be applied to Shortage Level 1 previously described in this section.

For 2020, the adopted budget estimated \$3.4 million in fixed meter (service) charges and \$5.2 million in water sales revenue including agricultural water sales and construction water sales (commodity charge). Water importation surcharges were budgeted at \$3.5 million and SCE power surcharge at \$1.6 million. So total “variable” revenue would be approximately \$13.68 million. The fixed meter (service) charges would not be affected by a reduction in water sales. All the other revenues and expenses would be.

Assuming a water reduction of 25% is required for a 2-month long-term interruption, the annual reduction would be $(2/12) * 25\%$ or 4.2%. The resultant loss in water sales revenue would be \$575,000, i. e, $0.042 * \$13.68$ million; the reduction, electricity and imported water purchase would be \$215,000. The net would be an annual loss of revenue of \$360,000.

A 50% reduction in water demand for a period of 1 month would result in a similar net annual revenue loss of \$360,000.

The costs above do not include additional staff overtime that may be required providing notifications, production, publication, and mailing of notices, updates, water conservation messages, inspection, and enforcement. An estimate of \$25,000 for each “event” is reasonable to cover these costs. The total annual impact could be in the \$225,000 to \$250,000 range.

The BCVWD audited Financial Report for 2020 showed BCVWD with over \$176.4 million in net assets of which \$29.1 million was in unrestricted funds. The impact of a net \$175,000 loss due to a water reduction of 25% over a 2-month period (or 50% for a 1-month period), or even another 10% reduction on an annual basis will not affect BCVWD’s operation. The \$476,000 is less than 4% of the District’s unrestricted cash assets. As a result, no special action is needed.

13 Monitoring, Reporting, and WSCP Refinement Procedures

CWC 10632 (a)(9)

For an urban retail water supplier, monitoring and reporting requirements and procedures that ensure appropriate data is collected, tracked, and analyzed for purposes of monitoring customer compliance and to meet state reporting requirements.

CWC 10632 (a)(10)

Reevaluation and improvement procedures for systematically monitoring and evaluating the functionality of the water shortage contingency plan in order to ensure shortage risk tolerance is adequate and appropriate water shortage mitigation strategies are implemented as needed.

When the higher Shortage levels are declared, the demand will be closely monitored by District staff on a month-to-month basis to compare the projected water reduction with the actual values. If the District staff finds that the demand reduction actions are not meeting the projected volumes, it will be reassessed and brought to the Board to determine if a higher Shortage Level should be put into effect. There will need to be a few months in between announcing the different shortage levels as it is expected to take some time before the results are shown, however, District staff will be monitoring it closely.

14 Special Water Feature Distinction

CWC 10632 (b)

For purposes of developing the water shortage contingency plan pursuant to subdivision (a), an urban water supplier shall analyze and define water features that are artificially supplied with water, including ponds, lakes, waterfalls, and fountains, separately from swimming pools and spas, as defined in subdivision (a) of Section 115921 of the Health and Safety Code.

In Table 6, swimming pools are separate and distinct from “water features.” Water features include decorative ponds, water hazards on golf courses, artificial waterfalls, and fountains. Golf course water hazard ponds that serve as irrigation reservoirs or balancing ponds, supplied with private wells are not covered by BCVWD’s water restrictions. BCVWD water restrictions do not apply to water features supplied by private wells.

Stock ponds for animal watering are not covered under the swimming pool or water feature restrictions. Recycled and non-potable water may be used without restriction in water features and ponds if approved for use.

15 Plan Adoption, Submittal and Availability

CWC 10632 (c)

The urban water supplier shall make available the water shortage contingency plan prepared pursuant to this article to its customers and any city or county within which it provides water supplies no later than 30 days after adoption of the water shortage contingency plan.

The District's WSCP will be adopted following the same process as the District's 2020 UWMP update. Both the WSCP and the UWMP will be adopted by the Board of Directors, submitted to DWR for review, and implemented.

The District has scheduled a public hearing for review of the 2020 UWMP, which includes the WSCP, on July 22, 2021. At such time the Board of Directors may direct District staff to make appropriate changes and/or corrections based on public comment, or make a motion to adopt the UWMP and the WSCP. The District will make the adopted WSCP available to the public on the District's website no later than 30 days after it is adopted.

The District will notify the public of any amendments made to the WSCP after it has been formally adopted by the Board.

RESOLUTION 2014-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF BEAUMONT-CHERRY VALLEY WATER DISTRICT PRECLUDING THE APPROVAL OF A REQUEST FOR THE ISSUANCE OF ANY WILL SERVE LETTER UNDER THE CIRCUMSTANCES STATED HEREIN SUBJECT TO THE EXCEPTIONS STATED HEREIN

WHEREAS, This Board has discussed and desires to adopt a policy which will suspend the issuance of will serve letters which will add demand to the District's water supplies not previously considered and approved by this Board during conditions specified herein.

WHEREAS, This policy is intended to avoid requiring conservation by presently served ratepayers in order to protect available supplies while simultaneously creating new demand on those supplies and to preserve the rights of persons who have relied on the issuance of a will serve letter by annexing to the District or paying fees or constructing infrastructure in consideration of the issuance of a will serve letter.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Beaumont-Cherry Valley Water District declares the following:

1. Subject to the exceptions stated in Paragraph 2 below, this Board shall not issue a will serve letter when:
 - (a) A condition of drought exists in the State of California as declared by the Governor of the State of California,
 - (b) There is in effect mandatory conservation measures applicable to the District's ratepayers imposed directly by the State of California, or imposed by implementation of District conservation measures in accordance with the District's Urban Water Management Plan and
 - (c) The quantity of the District's ready to deliver water supplies is less than a projected demand of five years based on the District's then current annual demand.
2. The following applications shall be excepted from the prohibition of the issuance of will serve letters stated in Paragraph 1 of this Resolution:
 - (a) An application for residential or commercial water use reasonably estimated to constitute an annual demand equal to or less than 2 (two) EDU's;
 - (b) An application for service to property as to which a will serve letter previously has been issued and the recipient of that letter or his or her successor in interest has relied on the letter in paying fees to the District, annexing the subject property to the District or constructing District infrastructure in order to provide service to the subject property.
3. The District Secretary shall certify the adoption of this Resolution.

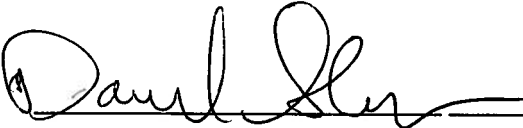
ADOPTED AND APPROVED this 8th day of October, 2014



Chairman

I, Daniel Slawson, Secretary of the Beaumont-Cherry Valley Water District Board of Directors, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Beaumont-Cherry Valley Water District Board of Directors, held on the 8th day of October, 2013, by the following vote:

AYES:	3	BOARDMEMBERS:	Ross, Guldseth, Ball
NOES:	1	BOARDMEMBERS:	Slawson
ABSENT:	1	BOARDMEMBERS:	Woll (vacant seat)
ABSTAINED:	0	BOARDMEMBERS:	

ATTEST:  Secretary

5-1.4 DROUGHT SURCHARGES

In the event that the District activates water supply drought rates, customers will be notified in advance of the below surcharges. Drought rates are generally triggered by the declaration of a specific water shortage by the California Department of Water Resources, or alternatively, by the District's Board of Directors.

The Surcharge Rate below is additive to the current Commodity Rate, per unit of water, at the date of presentation. The Surcharge Rate in effect is dependent on the drought stage declared.

	Stage 1	Stage 2	Stage 3	Stage 4
Reduction in Use	10%	20%	30%	40%
Surcharge	\$0.17	\$0.36	\$0.60	\$0.92

5-1.2.3 ESTIMATING WATER USAGE – Where a meter is damaged or is not operational, and the District is unable to accurately read the meter, the water usage will be determined on the basis of past meter readings or it will be estimated as described below.

- 1) An estimate of water delivered based upon the prior use during the same season of the year for the property or upon a reasonable comparison with the use of other consumers receiving the same class of service during the same period and under similar circumstances and conditions; or
- 2) The average meter reading for the four (4) preceding months adjusted for seasonal variation, if prior year reads for the same season are unavailable.

5-1.4 MINIMUM CLOSING BILL – The closing bill will be based upon charges applicable on the date service is discontinued. The service charge will be pro-rated based on the final date of service, along with all consumption related charges.

5-2 WATER SERVICE INSTALLATION CHARGE – The charges for the installation of a service connection at all locations are determined from time to time by the Board of Directors and a schedule of those charges are listed below:

METER SIZE	NON-TRACT (Short Side)	NON-TRACT (Long Side)	IN-TRACT
5/8" X 3/4"	\$4,783	\$8,213	\$986
3/4"	\$4,845	\$8,159	\$1,048
1"	\$4,862	\$8,292	\$1,082
1-1/2"	\$5,587	\$9,503	\$784
2"	\$5,780	\$9,580	\$977

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign (SaveOurWater.com), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. SaveWater.CA.Gov is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

CERTIFICATION


The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo
Board Member Sean Maguire
Board Member Laurel Firestone
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

ADOPTED TEXT OF EMERGENCY REGULATION

Title 23. Waters

Division 3. State Water Resources Control Board and Regional Water Quality Control Boards

Chapter 3.5. Urban Water Use Efficiency and Conservation

Article 2. Prevention of Drought Wasteful Water Uses

§ 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.

(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.