



**BEAUMONT CHERRY VALLEY WATER DISTRICT**  
**AMENDED AGENDA**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**560 Magnolia Avenue, Beaumont, CA 92223**  
**Wednesday, January 12, 2011**  
**Regular Session 7:00 p.m.**

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**CALL TO ORDER, PRESIDENT BALL**

**CLOSED SESSION**

Closed Session will begin at 7:00 p.m.

**The Closed Session will be held to confer with Legal Counsel on existing pursuant to subdivision (a) of Government Code Section 54956.9 (Re: Joseph R. Scott, Inc. vs Beaumont Cherry Valley Water District, Superior Court of California, County of Riverside, Case No. RIC 10021518. )**

**REPORT ON CLOSED SESSION BY LEGAL COUNSEL**

**SECOND CALL TO ORDER, PRESIDENT BALL**

**PLEDGE OF ALLEGIANCE, DIRECTOR EARHART**

**INVOCATION, DIRECTOR ROSS**

**ROLL CALL, BLANCA MARIN**

**PUBLIC INPUT**

**PUBLIC COMMENT:** Anyone wishing to address the Board of Directors on any matter not on the agenda of this meeting may do so now. Anyone wishing to speak on an item on the agenda may do so at the time the Board considers that item. All persons wishing to speak must fill out a "Request to Speak" form and give it to the Secretary at the beginning of the meeting. The forms are available on the table at the back of the room. There is a three (3) minute limit on public comments. Sharing or passing time to another speaker is not permitted. Please do not repeat what was said by a previous speaker except to note agreement with that speaker. Thank you for your cooperation.

**ACTION ITEMS**

**1. ADOPTION OF THE AGENDA**

GULDSETH	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

**2. CONSENT CALENDAR:** Matters listed in the Consent Calendar are considered to be routine and will be approved by one motion as recommended. There will be no separate discussion unless Board or Staff Member request separate discussion prior to approval.

- a. December 2010 Bills for Consideration\*\* Page 4
- b. December 2010 Invoices Pending Approval\*\* Page 8
- c. November 2010 Month End Financial Statement\*\* Page 13
- d. Minutes of the Regular Meeting of December 8, 2010\*\* Page 26
- e. Minutes of the Special Meeting of December 18, 2010\*\* Page 30

GULDSETH	M	S	A	N
BALL	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N

**3. ACCEPTANCE AND AWARD OF THE CONTRACT TO MIDORI GARDENS LANDSCAPE COMPANY FOR THE LANDSCAPE MAINTENANCE SERVICES\*\*Page 32**

GULDSETH	M	S	A	N
BALL	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N

**4. REQUEST FROM AIM ALL STORAGE, MIKE GIURBINO OFFERING SETTLEMENT IN THE AMOUNT OF \$20,000 TO CLEAR THE DEBT OF INVOICE 7331 IN THE AMOUNT OF \$38,640.72\*\* Page 57**

GULDSETH	M	S	A	N
BALL	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N

**5. APPROVAL OF THE EXTENSION OF THE FURLOUGH PROGRAM AGREEMENT UNTIL DECEMBER 31, 2011\*\* Page 59**

GULDSETH	M	S	A	N
BALL	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N

**6. RESOLUTION 2011-01, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT COMMENDING STELLA PARKS FOR HER SERVICE AS A DIRECTOR\*\* Page 61**

GULDSETH	M	S	A	N
BALL	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N

**7. RESOLUTION 2011-02, A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT COMMENDING JOHN HALLIWILL FOR HIS SERVICE AS A DIRECTOR\*\* Page 62**

GULDSETH	M	S	A	N
BALL	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N

**8. APPROVAL OF PLAN OF SERVICES FOR THE BEAUMONT UNIFIED SCHOOL DISTRICT\*\* Page 63**

GULDSETH	M	S	A	N
BALL	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N

**9. REPORTS FOR DISCUSSION AND POSSIBLE ACTION**

**(a) Ad hoc Committees**

**(b) General Manager**

- Update on diesel fuel spill incident
- Update on IRS Ruling on District houses
- Report on Health Insurance costs CalPers vs JPIA

**(c) Directors**

- Dr. Blair Ball
- James Earhart
- John Guldseth
- Ken Ross
- Ryan Woll

**(d) Legal Counsel**

**10. ANNOUNCEMENTS**

- A) District will be closed on January 17, 2011 in observance of the Martin Luther King’s Holiday**
- B) Finance & Audit Meeting, February 3, 2011 at 4:00 p.m.**
- C) Regular Board Meeting, February 9, 2011 at 7:00 p.m.**

**11. ACTION LIST**

- \_\_\_\_\_
- \_\_\_\_\_

**12. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL-**

**Closed Session will be held regarding a personnel matter pursuant to Government Code Section 54957- Interim General Manager- Performance Review.**

**13. OPEN SESSION- REPORT ON CLOSED SESSION**

**14. ADJOURNMENT**

GULDSETH	M	S	A	N
EARHART	M	S	A	N
ROSS	M	S	A	N
WOLL	M	S	A	N
BALL	M	S	A	N

\*\* Information included in the agenda packet

**Assistance for the Disabled:** If you are disabled in any way and need accommodation to participate in the meeting, please call Blanca Marin, at (951) 845-9581 Ext. 23 for assistance so the necessary arrangements can be made.

The agenda material for this meeting is available to the public at the District’s Administrative Office which is located at 560 Magnolia Avenue, Beaumont, CA 92223. If any additional material related to an open session agenda item is distributed to all or a majority of the board of directors after this agenda is posted, such material will be made available for immediate inspection at the same location.

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
**Check Register-Summary-Bank**



**AP5090**

**Date :** Dec 30, 2010

**Page :** 1

**Time :** 11:42 am

**Vendor :** A&A FENCE To ZETLMAIER  
**Cheque Dt. :** 01-Dec-2010 To 30-Dec-2010  
**Bank :** 7 - ACCOUNTS PAYABLE

**Seq :** Cheque No.      **Status :** All  
**Medium :** M=Manual C=Computer E=EFT-PA

Check #	Check Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
41535	02-Dec-2010	ALSCO	ALSCO	Issued	367	C	54.60
41536	02-Dec-2010	AQMD	SOUTH COAST AQMD	Issued	367	C	402.21
41537	02-Dec-2010	AVAYA	AVAYA INC	Issued	367	C	132.41
41538	02-Dec-2010	AWWA	AMERICAN WATER WORKS ASSOCIATION	Issued	367	C	1,780.00
41539	02-Dec-2010	B ACE HOME	BEAUMONT DO IT BEST HOME CENTER	Issued	367	C	443.14
41540	02-Dec-2010	BLAWNMOWE	BEAUMONT LAWNMOWER	Issued	367	C	20.71
41541	02-Dec-2010	BSAFE&LOCK	BEAUMONT SAFE & LOCK	Issued	367	C	754.71
41542	02-Dec-2010	BTIRE	BEAUMONT TIRE	Issued	367	C	40.00
41543	02-Dec-2010	CLEANBYDES	CLEAN BY DESIGN INC.	Issued	367	C	1,110.00
41544	02-Dec-2010	CSDA	CALIFORNIA SPECIAL DISTRICTS ASSOCIAT	Issued	367	C	4,456.00
41545	02-Dec-2010	DEPTHEALTH	CA. DEPT OF PUBLIC HEALTH	Issued	367	C	105.00
41546	02-Dec-2010	DEPTHEALTH	CA. DEPT OF PUBLIC HEALTH	Issued	367	C	155.00
41547	02-Dec-2010	DPSI	DPSI	Issued	367	C	190.00
41548	02-Dec-2010	EDISON	SOUTHERN CALIFORNIA EDISON	Issued	367	C	64,494.41
41549	02-Dec-2010	EDISON	SOUTHERN CALIFORNIA EDISON	Issued	367	C	17,151.13
41550	02-Dec-2010	ESBABCOCK	ES BABCOCK	Issued	367	C	1,760.00
41551	02-Dec-2010	FEDEX	FEDEX	Issued	367	C	41.34
41552	02-Dec-2010	HALLIWILLJ	HALLIWILL, JOHN	Issued	367	C	400.00
41553	02-Dec-2010	HASLER	TOTALFUNDS BY HASLER	Issued	367	C	1,000.00
41554	02-Dec-2010	HEMETOIL	HEMET OIL CO	Issued	367	C	424.67
41555	02-Dec-2010	HIGHLANDSP	HIGHLAND SPRINGS EXPRESS LUBE	Issued	367	C	92.31
41556	02-Dec-2010	HUDECS	HUDECS COMPUTER CONSULTING	Issued	367	C	24,526.97
41557	02-Dec-2010	INLANDWATE	INLAND WATER WORKS	Issued	367	C	5,734.72
41558	02-Dec-2010	KATHY DIAZ	KATHLEEN DIAZ,	Issued	367	C	116.14
41559	02-Dec-2010	LUTHERSTRU	LUTHERS TRUCK & EQUIPMENT	Issued	367	C	3,470.03
41560	02-Dec-2010	MARIN, BLA	MARIN, BLANCA	Issued	367	C	115.00
41561	02-Dec-2010	METROCALL	USA MOBILITY WIRELESS INC.	Issued	367	C	25.67
41562	02-Dec-2010	MUNOZJAIME	MUNOZ, JAIME	Issued	367	C	91.33
41563	02-Dec-2010	NAPAAUTOPA	NAPA AUTO PARTS	Issued	367	C	116.19
41564	02-Dec-2010	PATSPOTS	PAT'S POTS	Issued	367	C	310.00
41565	02-Dec-2010	PRESSETER	PRESS ENTERPRISE	Issued	367	C	356.40
41566	02-Dec-2010	PRESTIGEMO	PRESTIGE MOBILE DETAIL	Issued	367	C	288.00
41567	02-Dec-2010	RIOSTONE	RIO STONE BUILDING MATERIALS	Issued	367	C	152.25
41568	02-Dec-2010	STAPLES	STAPLES ADVANTAGE	Issued	367	C	1,396.16
41569	02-Dec-2010	SWRCB	STATE WATER RESOURCES CONTROL BOAI	Issued	367	C	1,452.00
41570	02-Dec-2010	TERMINIX	TERMINIX	Issued	367	C	98.00
41571	02-Dec-2010	VERIZON	VERIZON	Issued	367	C	187.15
41572	02-Dec-2010	VERIZONWIR	VERIZON WIRELESS	Issued	367	C	375.23
41574	16-Dec-2010	ACTIONTRUE	ACTION TRUE VALUE HARDWARE	Issued	373	C	983.86
41575	16-Dec-2010	ALSCO	ALSCO	Issued	373	C	54.60
41576	16-Dec-2010	ARCO	ARCO GASPRO PLUS	Issued	373	C	5,292.55
41577	16-Dec-2010	B ACE HOME	BEAUMONT DO IT BEST HOME CENTER	Issued	373	C	158.14
41578	16-Dec-2010	BLAIRBALL	BALL, BLAIR	Issued	373	C	1,080.00
41580	16-Dec-2010	CR&RINCORP	CR&R INC	Issued	373	C	228.27
41581	16-Dec-2010	EARHART	EARHART, JAMES D.	Issued	373	C	180.00
41582	16-Dec-2010	EDISON	SOUTHERN CALIFORNIA EDISON	Issued	373	C	7,859.98
41583	16-Dec-2010	ESBABCOCK	ES BABCOCK	Issued	373	C	1,805.00
41584	16-Dec-2010	FEDEX	FEDEX	Issued	373	C	22.85
41585	16-Dec-2010	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	373	C	95.67
41586	16-Dec-2010	GASCO	THE GAS COMPANY	Issued	373	C	16.27
41587	16-Dec-2010	HALLIWILLJ	HALLIWILL, JOHN	Issued	373	C	200.00
41588	16-Dec-2010	HIGHLANDSP	HIGHLAND SPRINGS EXPRESS LUBE	Issued	373	C	950.85
41589	16-Dec-2010	HOMEDEPOT	HOME DEPOT CREDIT SERVICES	Issued	373	C	303.11
41590	16-Dec-2010	INLANDWATE	INLAND WATER WORKS	Issued	373	C	1,337.47
41591	16-Dec-2010	JAMESBEAN	BEAN, JAMES	Issued	373	C	130.00
41592	16-Dec-2010	LUTHERSTRU	LUTHERS TRUCK & EQUIPMENT	Issued	373	C	20.44

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Page : 2

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Seq : Cheque No. Status : All  
 Medium : M=Manual C=Computer E=EFT-PA

Check #	Check Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
41593	16-Dec-2010	MACROCOMM	MACRO COMMUNICATIONS	Issued	373	C	150.00
41594	16-Dec-2010	MIKEMCGEOR	MIKE MCGEORGE GOPHER CONTROL	Issued	373	C	349.47
41595	16-Dec-2010	NAPAAUTOPA	NAPA AUTO PARTS	Issued	373	C	14.66
41596	16-Dec-2010	ONLINE INF	ONLINE INFORMATION SERVICES	Issued	373	C	345.90
41597	16-Dec-2010	PACIFICALA	PACIFIC ALARM	Issued	373	C	226.00
41598	16-Dec-2010	PARSONS	PARSONS WATER & INFRASTRUCTURE INC.	Issued	373	C	28,855.10
41599	16-Dec-2010	PERFORMANC	PERFORMANCE METER INC	Issued	373	C	152.25
41600	16-Dec-2010	POUANTHON\	POU, ANTHONY	Issued	373	C	18.47
41601	16-Dec-2010	PRESTIGEMO	PRESTIGE MOBILE DETAIL	Issued	373	C	320.00
41602	16-Dec-2010	RECORDGAZE	THE RECORD GAZETTE	Issued	373	C	116.25
41603	16-Dec-2010	REDWINE	REDWINE AND SHERRILL	Issued	373	C	7,667.50
41604	16-Dec-2010	SAFEGUARD	SAFEGUARD	Issued	373	C	406.45
41605	16-Dec-2010	SGPWA	SAN GORGONIO PASS WATER AGENCY	Issued	373	C	265,646.00
41606	16-Dec-2010	STAPLES	STAPLES ADVANTAGE	Issued	373	C	1,064.30
41607	16-Dec-2010	STELLAPARK	PARKS, STELLA	Issued	373	C	600.00
41608	16-Dec-2010	TERMINIX	TERMINIX	Issued	373	C	49.00
41609	16-Dec-2010	TOMLARA	TOM LARA	Issued	373	C	6,970.00
41610	16-Dec-2010	UNDERGROU	UNDERGROUND SERVICE ALERT	Issued	373	C	96.00
41611	16-Dec-2010	VADIM	VADIM	Issued	373	C	24,605.15
41612	16-Dec-2010	VERIZON	VERIZON	Issued	373	C	327.40
41613	16-Dec-2010	VERIZONIP	VERIZON BUSINESS	Issued	373	C	1,087.95
41614	16-Dec-2010	WASTEMAN	WASTE MANAGEMENT	Issued	373	C	357.65
41615	16-Dec-2010	WELLSFARG	WELLS FARGO REMITTANCE CENTER	Issued	373	C	1,035.21
41616	16-Dec-2010	WILDERMUT	WILDERMUTH ENVIRONMENTAL INC	Issued	373	C	3,015.25
41617	16-Dec-2010	WOLLR000	WOLL, RYAN	Issued	373	C	180.00
41618	16-Dec-2010	XEROX	XEROX CORPORATION	Issued	373	C	1,206.26
41619	16-Dec-2010	Z&LPAVING	Z&L PAVING	Issued	373	C	5,308.68
41620	16-Dec-2010	BRYANWILF	WILFLEY, BRYAN	Issued	375	C	1,682.78
41621	30-Dec-2010	AARONCOUC	COUCH, AARON	Issued	393	C	4.00
41622	30-Dec-2010	AIR&HOSES	AIR & HOSE SOURCE INC.	Issued	393	C	285.95
41623	30-Dec-2010	ALSCO	ALSCO	Issued	393	C	109.20
41624	30-Dec-2010	ANTHONYCO	COVE, ANTHONY	Issued	393	C	130.00
41625	30-Dec-2010	AQMD	SOUTH COAST AQMD	Issued	393	C	804.42
41626	30-Dec-2010	AUTOVALUE	STAR AUTO PARTS	Issued	393	C	20.58
41627	30-Dec-2010	AVAYA	AVAYA INC	Issued	393	C	132.41
41628	30-Dec-2010	B ACE HOME	BEAUMONT DO IT BEST HOME CENTER	Issued	393	C	292.07
41629	30-Dec-2010	BASICCHEM	BASIC CHEMICAL SOLUTIONS LLC	Issued	393	C	5,294.89
41630	30-Dec-2010	BCVWD	BCVWD PETTY CASH	Issued	393	C	158.36
41631	30-Dec-2010	BLAIRBALL	BALL, BLAIR	Issued	393	C	1,080.00
41632	30-Dec-2010	BTIRE	BEAUMONT TIRE	Issued	393	C	346.00
41633	30-Dec-2010	BYRDINDELE	BYRD INC ELECTRONICS	Issued	393	C	523.24
41634	30-Dec-2010	CACHAMBER	CALIFORNIA CHAMBER OF COMMERCE	Issued	393	C	105.29
41635	30-Dec-2010	CLEANBYDES	CLEAN BY DESIGN INC.	Issued	393	C	1,110.00
41636	30-Dec-2010	CONTROLVAL	CONTROL VALVE SYSTEMS INC	Issued	393	C	2,885.75
41637	30-Dec-2010	CUSTOMTROF	CUSTOM TROPHIES	Issued	393	C	28.28
41638	30-Dec-2010	CVNURSERY	CHERRY VALLEY NURSERY	Issued	393	C	4.08
41639	30-Dec-2010	DEPTOFENVI	DEPT OF ENVIRONMENTAL HEALTH	Issued	393	C	688.00
41640	30-Dec-2010	EDISON	SOUTHERN CALIFORNIA EDISON	Issued	393	C	36,731.08
41641	30-Dec-2010	EDISON	SOUTHERN CALIFORNIA EDISON	Issued	393	C	17,772.69
41642	30-Dec-2010	ESBABCOCK	ES BABCOCK	Issued	393	C	4,975.00
41643	30-Dec-2010	FEDEX	FEDEX	Issued	393	C	25.35
41644	30-Dec-2010	FREEMANOFF	FREEMAN OFFICE PRODUCTS	Issued	393	C	2,399.82
41645	30-Dec-2010	GULDSETH	GULDSETH, JOHN	Issued	393	C	400.00
41646	30-Dec-2010	HASLER	TOTALFUNDS BY HASLER	Issued	393	C	2,019.73
41647	30-Dec-2010	HUDECS	HUDECS COMPUTER CONSULTING	Issued	393	C	3,418.00
41648	30-Dec-2010	INLANDWATE	INLAND WATER WORKS	Issued	393	C	7,357.76

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
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Page : 3

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Seq : Cheque No. Status : All  
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Check #	Check Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
41649	30-Dec-2010	KVSPAIN TAN	KV'S PAINT AND DECORATING	Issued	393	C	87.98
41650	30-Dec-2010	LUTHERSTRU	LUTHERS TRUCK & EQUIPMENT	Issued	393	C	4,161.30
41651	30-Dec-2010	MCCROMETEI	MCCROMETER	Issued	393	C	357.41
41652	30-Dec-2010	MELFRED	MELFRED INDUSTRIAL SERVICES INC.	Issued	393	C	150.00
41653	30-Dec-2010	METROCALL	USA MOBILITY WIRELESS INC.	Issued	393	C	25.67
41654	30-Dec-2010	MSTBACKFLO	MST BACKFLOW	Issued	393	C	409.66
41655	30-Dec-2010	NAPAAUTOPA	NAPA AUTO PARTS	Issued	393	C	501.81
41656	30-Dec-2010	PATSPOTS	PAT'S POTS	Issued	393	C	310.00
41657	30-Dec-2010	POUANTHON\	POU, ANTHONY	Issued	393	C	36.47
41658	30-Dec-2010	PRESTIGEMO	PRESTIGE MOBILE DETAIL	Issued	393	C	320.00
41659	30-Dec-2010	QUALITYPLU	QUALITY PLUMBING	Issued	393	C	490.00
41660	30-Dec-2010	ROBERTBELL	ROBERT BELL PHOTOGRAPHY	Issued	393	C	175.00
41661	30-Dec-2010	ROSSK000	ROSS, KEN	Issued	393	C	450.00
41662	30-Dec-2010	RYANHERCO	RYAN HERCO FLOW SOLUTIONS	Issued	393	C	207.24
41663	30-Dec-2010	SAFEGUARD	SAFEGUARD	Issued	393	C	491.36
41664	30-Dec-2010	STAPLES	STAPLES ADVANTAGE	Issued	393	C	911.87
41665	30-Dec-2010	TERMINIX	TERMINIX	Issued	393	C	241.00
41666	30-Dec-2010	VERIZON	VERIZON	Issued	393	C	188.49
41667	30-Dec-2010	VERIZONCRE	VERIZON CREDIT INC.	Issued	393	C	139.29
41668	30-Dec-2010	VERIZONWIR	VERIZON WIRELESS	Issued	393	C	392.15
41669	30-Dec-2010	WIENHOFF D	WIENHOFF DRUG TESTING	Issued	393	C	60.00
41670	30-Dec-2010	WOLLR000	WOLL, RYAN	Issued	393	C	180.00

<b>Total Computer Paid :</b>	<b>605,780.27</b>	<b>Total EFT PAP :</b>	<b>0.00</b>	<b>Total Paid :</b>	<b>605,780.27</b>
<b>Total Manually Paid :</b>	<b>0.00</b>	<b>Total EFT File :</b>	<b>0.00</b>		

134 Total No. Of Cheque(s) ...

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**  
**Check Register-Summary-Bank**



AP5090

Page : 1

Date : Dec 30, 2010

Time : 9:32 am

Vendor : A&A FENCE To ZETLMAIER

Cheque Dt. : 01-Dec-2010 To 30-Dec-2010

Bank : 10 - CUSTOMER REFUNDS

Seq : Cheque No. Status : All

Medium : M=Manual C=Computer E=EFT-PA

Check #	Check Date	Vendor	Vendor Name	Status	Batch	Medium	Amount
1008	02-Dec-2010	STMP001023	SO. CALIF. GAS CO. ATTN: A/P ML12BO	Issued	368	C	384.37
1009	02-Dec-2010	STMP001024	KOHL'S DEPT STORE #11186 C/O ADVANTAC	Issued	368	C	4,663.30
1010	02-Dec-2010	STMP001025	HOME DEPOT C/O ADVANTAGE IQ - MS222	Issued	368	C	998.51
1011	02-Dec-2010	STMP001026	KOHL'S DEPT STORE #11186 C/O ADVANTAC	Issued	368	C	4,658.18
1012	02-Dec-2010	STMP001027	HOME DEPOT #8987 7 C/O FACILITY IQ-MS22	Issued	368	C	4,660.80
1013	02-Dec-2010	STMP001028	KELLY J. GORDON	Issued	368	C	123.12
1014	16-Dec-2010	STMP001029	84 LUMBER #2131 EXP. A/P BLDG 1	Issued	374	C	1,647.41
1015	30-Dec-2010	BENDEFORGE	DEFORGE, BEN	Issued	392	C	62.97
1016	30-Dec-2010	STMP000547	BACKLUND, KATHLEEN A	Issued	392	C	47.68
1017	30-Dec-2010	STMP000763	MICHAEL SHIN,	Issued	392	C	51.30
1018	30-Dec-2010	STMP001030	MCMILLAN, MICHAEL	Issued	392	C	87.00
1019	30-Dec-2010	STMP001032	YU, THOMAS	Issued	392	C	416.90
1020	30-Dec-2010	STMP001033	NEW WEST REAL ESTATE INC	Issued	392	C	62.01
1021	30-Dec-2010	STMP001034	MASROURI, NAHID	Issued	392	C	17.39
1022	30-Dec-2010	STMP001035	BOCACHICA, VALENCIA	Issued	392	C	17.68
1023	30-Dec-2010	STMP001036	YANG, NOU	Issued	392	C	7.69
1024	30-Dec-2010	STMP001037	WILSONS RENTALS	Issued	392	C	95.00
1025	30-Dec-2010	STMP001038	NOVAK-SMITH MIKE	Issued	392	C	6.32
1026	30-Dec-2010	STMP001039	WILLIAM BROWN (AGENT)	Issued	392	C	7.45
1027	30-Dec-2010	STMP001040	TREND EQUITY CORP	Issued	392	C	4.66
1028	30-Dec-2010	STMP001041	RALSTON, CHERYL	Issued	392	C	6.51
1029	30-Dec-2010	STMP001042	NORRIS GROUP COMMUNITY REINVEST. LP	Issued	392	C	98.32

<b>Total Computer Paid :</b>	<b>18,124.57</b>	<b>Total EFT PAP :</b>	<b>0.00</b>	<b>Total Paid :</b>	<b>18,124.57</b>
<b>Total Manually Paid :</b>	<b>0.00</b>	<b>Total EFT File :</b>	<b>0.00</b>		

22 Total No. Of Cheque(s) ...

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## **Memorandum**

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**Date:** January 12, 2011  
**From:** Anthony Lara, Interim General Manager  
**To:** Board of Directors  
**Subject:** Invoices Pending Payment

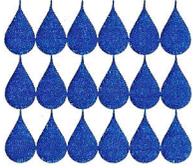
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Attached please find copies of the professional services invoices which are pending payment. Total amount pending approval is \$ **30,378.85**

<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Amount</b>
Charles Fedak & Co	Nov 2010 Serv	\$2,012.00
Charles Fedak & Co	Dec 2010 Serv	\$2,124.00
Parsons	10120047	\$18,702.50
Redwine & Sherrill	1210001	\$7,540.35
<b>Total</b>		<b><u>\$30,378.85</u></b>

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**Recommendation:** That Board approves the invoices as presented.



Charles Z. Fedak, CPA, MBA  
Paul J. Kaymark, CPA

# Charles Z. Fedak & Company

Certified Public Accountants  
An Accountancy Corporation

6081 Orange Avenue  
Cypress, California 90630  
(714) 527-1818  
(562) 598-6565  
FAX (714) 527-9154  
EMAIL czfco@czfcpa.com

December 24, 2010

Ms. Blanca Marin  
Beaumont-Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, CA 92223

Professional services rendered during the month of November 2010:

Progress billing on audit of financial statements of the District for the year ended December 31, 2010.	\$ 1,800.00
Out-of-pocket expenses incurred in connection with the above work performed.	<u>212.00</u>
	<u><b>\$ 2,012.00</b></u>

**30 Days Past Due**



Charles Z. Fedak, CPA, MBA  
Paul J. Kaymark, CPA

# Charles Z. Fedak & Company

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December 24, 2010

Ms. Blanca Marin  
Beaumont-Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, CA 92223

Professional services rendered during the month of December 2010:

Progress billing on audit of financial statements  
of the District for the year ended December 31,  
2010.

\$ 2,000.00

Out-of-pocket expenses incurred in connection  
with the above work performed.

124.00

**\$ 2,124.00**

**DUE AND PAYABLE UPON RECEIPT**

 COPY

MEMORANDUM

November 3, 2010

**TO:** Tony Lara, Interim General Manager  
**FROM:** Steve Gratwick  
**SUBJECT:** Work During Billing Period: 10/30/10 through 11/26/10  
Invoice No. 10120047

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During this past billing period we performed the following tasks:

Task 01000 – General:

- Administration;.....\$542.50
- Spill Prevention, Control, and Countermeasure Plan for Well No. 16;.....\$510.00
- Revisions to Landscape Maintenance Service RFP and Agreement. Prepare and attend pre-proposal meeting and site visit;.....\$3,910.00

Task 89000 – Master Plan Update:

- Update demands and hydraulic model for 2650/2520/2370 Pressure Zones;.....\$1,020.00
- Update demands and hydraulic model for 2750 Pressure Zone;.....\$850.00

Task 10023 – Cherry Tank Site Remediation:

- Finalize work plan and health and safety plan. Coordinate contractor for soil sampling. Field investigation and soil drilling. Prepare soil samples for delivery to lab;.....\$11,870.00

TOTAL \$18,702.50

LAW OFFICES  
**REDWINE AND SHERRILL**  
STATEMENT FOR PROFESSIONAL SERVICES

1950 MARKET STREET  
RIVERSIDE, CALIFORNIA 92501-1720  
TELEPHONE 951-684-2520  
ID # 95-1979827

December 30, 2010

Invoice# 1210001

Beaumont Cherry Valley Water District  
ATTN: Tony Lara  
P. O. Box 2037  
Beaumont, CA 92223

For Services Rendered During December 2010

Legal Fees due for Month	\$ 7,499.00
Costs Advanced for Month	\$ 41.35
<b>CURRENT AMOUNT DUE</b>	<b>\$ 7,540.35</b>

**Beaumont-Cherry Valley Water District**  
**Statements of Revenues, Expenses, and Changes in Net Assets**  
**Unaudited**  
**Through November 30, 2010**

	<u>Actual Current Month</u>	<u>Actual YTD</u>	<u>Adopted Budget</u>	<u>Budget Remaining</u>	<u>Percent to Budget</u>
Operating revenues:					
Water consumption sales	278,684	3,889,764	4,329,564	439,800	89.84%
Water service charges	143,544	1,595,524	1,863,415	267,891	85.62%
Water importation surcharges	81,291	948,165	996,851	48,686	95.12%
Water pumping power surcharges	108,388	1,245,468	1,311,650	66,182	94.95%
Development and installation charges	3,356	224,274	160,000	(64,274)	140.17%
Other charges for services	24,593	324,388	259,000	(65,388)	125.25%
<b>Total operating revenues</b>	<u>639,856</u>	<u>8,227,582</u>	<u>8,920,480</u>	<u>692,898</u>	<u>92.23%</u>
Operating expenses:					
Source of supply	444,537	3,193,915	3,071,820	(122,095)	103.97%
Transmission and distribution	61,687	809,529	1,033,700	224,171	78.31%
Customer accounts	17,724	169,338	183,400	14,062	92.33%
Maintenance & general plant	28,945	281,469	393,400	111,931	71.55%
In-House engineering	7,776	100,226	112,012	11,786	89.48%
Professional services	8,180	201,451	290,000	88,549	69.47%
Administrative	156,457	1,463,742	2,291,300	827,558	63.88%
<b>Total operating expenses</b>	<u>725,307</u>	<u>6,219,669</u>	<u>7,375,632</u>	<u>1,155,963</u>	<u>84.33%</u>
Operating income before depreciation	(85,451)	2,007,912	1,544,848	(463,064)	129.97%
Depreciation	(168,779)	(1,856,572)	(2,025,351)	(168,779)	91.67%
<b>Operating income(loss)</b>	<u>(254,230)</u>	<u>151,340</u>	<u>(480,503)</u>	<u>(631,843)</u>	
Non-operating revenue(expense):					
Interest earnings	1,894	32,945	51,000	18,055	64.60%
Rental income	871	19,936	30,800	10,864	64.73%
Other non-operating revenues	1,302	27,206	15,000	(12,206)	181.38%
Other non-operating expenses	-	84,969	84,969	(0)	
<b>Total non-operating revenues(expenses), net</b>	<u>4,067</u>	<u>(4,883)</u>	<u>11,831</u>	<u>16,714</u>	<u>-41.27%</u>
<b>Net income(loss) before capital contributions</b>	<u>(250,163)</u>	<u>146,458</u>	<u>(468,672)</u>	<u>(615,130)</u>	
Capital contributions:					
Facilities charges	72,402	719,321	272,402	446,919	264.07%
Front footage fees	0	0	0	0	0
<b>Total capital contributions</b>	<u>72,402</u>	<u>719,321</u>	<u>272,402</u>	<u>446,919</u>	
<b>Change in net assets</b>	<u>(177,761)</u>	<u>865,778</u>	<u>(196,270)</u>	<u>1,062,048</u>	

**Beaumont-Cherry Valley Water District**  
**Statements of Revenues, Expenses, and Changes in Net Assets**  
**Detailed**  
**Unaudited Through November 30, 2010**

	<u>Current Month</u>	<u>Actual - YTD</u>	<u>Adopted Budget</u>	<u>Budget Remaining</u>	<u>Percent to Budget</u>
<b>Operating revenues:</b>					
<b>Water consumption sales</b>					
DOMESTIC WATER SALES	273,301	3,685,028	4,074,564	389,536	90.44%
IRRIGATION WATER SALES	2,878	27,759	30,000	2,241	92.53%
CONSTRUCTION WATER SALES	2,506	95,171	125,000	29,829	76.14%
RECHARGE INCOME (CITY OF BANNING)	-	81,805	100,000	18,195	81.81%
<b>Water service charges (meter charge)</b>					
SERVICE CHARGES	143,544	1,595,524	1,863,415	267,891	85.62%
<b>Water importation surcharge</b>					
	81,291	948,165	996,851	48,686	95.12%
<b>Water pumping power surcharge</b>					
	108,388	1,245,468	1,311,650	66,182	94.95%
<b>Development and installation charges</b>					
INSTALLATION CHARGES	-	140,149	100,000	(40,149)	140.15%
DEVELOPMENT INCOME	3,356	84,125	60,000	(24,125)	140.21%
<b>Other charges for services</b>					
REIMB. CUST. DAMAGES/UPGRADES/WELLS	196	108,306	30,000	(78,306)	361.02%
BACKFLOW DEVICES	837	25,100	22,500	(2,600)	111.55%
RETURNED CHECK FEES	220	1,740	3,500	1,760	49.71%
TURN ONS	3,280	31,840	36,000	4,160	88.44%
THIRD NOTICE CHARGE	10,470	75,205	76,000	795	98.95%
PENALTIES	9,590	82,197	91,000	8,803	90.33%
	<u>24,593</u>	<u>324,388</u>	<u>259,000</u>	<u>(65,388)</u>	<u>125.25%</u>
<b>Total operating revenues</b>	<u>639,856</u>	<u>8,227,582</u>	<u>8,920,480</u>	<u>692,898</u>	<u>92.23%</u>
<b>Operating expenses:</b>					
<b>Source of supply</b>					
STATE PROJECT WATER PURCHASED	256,136	1,452,811	570,600	(882,211)	254.61%
HEALTH INSURANCE	4,601	45,341	55,000	9,659	82.44%
RETIREMENT/CALPERS	4,794	54,578	65,000	10,422	83.97%
LABOR	18,212	193,273	275,000	81,727	70.28%
BEREAVEMENT/SEMINAR/JURY DUTY	-	379	1,000	621	37.86%
SICK LEAVE	131	5,694	4,500	(1,194)	126.53%
VACATION	-	4,405	6,000	1,595	73.42%
HOLIDAYS	897	7,019	9,500	2,481	73.89%
LIFE INSURANCE	124	1,256	1,600	344	78.52%
UNIFORMS, EMPLOYEE BENEFITS	-	557	1,000	443	55.71%
TREATMENT & CHEMICALS	5,026	33,837	160,000	126,163	21.15%
LAB TESTING	3,362	46,728	45,000	(1,728)	103.84%
MAINTENANCE EQUIPMENT (PUMPING) 81088	6,728	112,247	160,000	47,753	70.15%
UTILITIES - GAS	14	143	120	(23)	119.49%
UTILITIES - ELECTRIC	132,005	1,206,785	1,700,000	493,215	70.99%
TELEMETRY MAINTENANCE	-	621	6,000	5,379	10.34%
SEMINAR & TRAVEL EXPENSES	-	-	500	500	0.00%
EDUCATION EXPENSES	55	300	1,000	700	30.00%
WORKER'S COMPENSATION INSURANCE	1,666	6,723	10,000	3,277	67.23%
STATE MANDATE CLEAN UP	10,785	21,217	0	(21,217)	0.00%
<b>Total Source of supply</b>	<u>444,537</u>	<u>3,193,915</u>	<u>3,071,820</u>	<u>(122,095)</u>	<u>103.97%</u>
<b>Transmission and distribution</b>					
HEALTH INSURANCE	12,776	127,528	115,000	(12,528)	110.89%
RETIREMENT/CALPERS	8,525	111,262	110,000	(1,262)	101.15%
LABOR	24,205	324,041	370,000	45,959	87.58%

**Beaumont-Cherry Valley Water District**  
**Statements of Revenues, Expenses, and Changes in Net Assets**  
**Detailed**  
**Unaudited Through November 30, 2010**

	<u>Current Month</u>	<u>Actual - YTD</u>	<u>Adopted Budget</u>	<u>Budget Remaining</u>	<u>Percent to Budget</u>
BEREAVEMENT/SEMINAR/JURY DUTY	1,226	3,240	2,400	(840)	135.02%
SICK LEAVE	939	21,244	18,000	(3,244)	118.02%
VACATION	1,799	12,981	24,000	11,019	54.09%
HOLIDAYS	2,369	14,909	24,000	9,091	62.12%
LIFE INSURANCE	238	2,771	3,100	329	89.40%
UNIFORMS, EMPLOYEE BENEFITS	221	2,631	3,200	569	82.21%
SEMINAR & TRAVEL EXPENSES	46	756	1,000	244	75.56%
EDUCATION EXPENSES	105	350	2,000	1,650	17.50%
WORKER'S COMPENSATION INSURANCE	2,829	17,978	15,000	(2,978)	119.86%
MAINT PIPELINE/FIRE HYDRANT	936	31,533	95,000	63,467	33.19%
LINE LOCATES	319	2,251	3,500	1,249	64.33%
MAINT METERS & SERVICES	3,830	109,845	175,000	65,155	62.77%
BACKFLOW DEVICES	-	-	500	500	0.00%
MAINTENANCE RESERVOIRS/TANKS	-	4,452	10,000	5,548	44.52%
MAINTENANCE PRESSURE REGULATORS	-	-	12,000	12,000	0.00%
INSPECTIONS	1,324	20,463	35,000	14,537	58.47%
INVENTORY ADJUSTMENT	-	-	0	0	-
INVENTORY PURCHASE DISCOUNTS	-	(2,030)	(5,000)	(2,970)	40.60%
OBSOLETE OR DAMAGED INVENTORY	-	65	20,000	19,935	0.32%
PROPERTY THEFT	-	3,258	0	(3,258)	-
<b>Total transmission and distribution</b>	<u>61,687</u>	<u>809,529</u>	<u>1,033,700</u>	<u>224,171</u>	<u>78.31%</u>
<b>Customer accounts</b>					
HEALTH INSURANCE	3,470	31,537	34,000	2,463	92.76%
RETIREMENT/CALPERS	2,781	28,675	31,000	2,325	92.50%
LABOR	8,327	86,118	99,000	12,882	86.99%
BEREAVEMENT/SEMINAR/JURY DUTY	-	195	1,000	805	19.54%
SICK LEAVE	1,604	6,057	3,000	(3,057)	201.89%
VACATION	-	5,464	4,000	(1,464)	136.60%
HOLIDAYS	586	4,561	6,500	1,939	70.16%
LIFE INSURANCE	76	707	800	93	88.41%
UNIFORMS, EMPLOYEE BENEFITS	-	587	800	213	73.34%
EDUCATION EXPENSES	-	-	1,000	1,000	0.00%
WORKER'S COMPENSATION	879	5,437	2,300	(3,137)	236.40%
<b>Total customer accounts</b>	<u>17,724</u>	<u>169,338</u>	<u>183,400</u>	<u>14,062</u>	<u>92.33%</u>
<b>Maintenance &amp; general plant</b>					
UTILITIES - DISTRICT PROPERTIES	8,157	78,369	95,400	17,031	82.15%
AUTO/FUEL	5,630	62,501	85,000	22,499	73.53%
SAFETY EQUIPMENT	3,693	5,388	3,000	(2,388)	179.60%
COMMUNICATION MAINTENANCE	-	-	1,000	1,000	0.00%
REPAIR & MAINT OF GEN EQUIPMENT	271	3,853	3,000	(853)	128.44%
REPAIR VEHICLES AND TOOLS	1,639	8,983	40,000	31,017	22.46%
LARGE EQUIPMENT MAINTENANCE	3,470	20,535	35,000	14,465	58.67%
EQUIP. PREVENTATIVE MAINTENANCE	55	62	1,000	938	6.22%
AUTO/EQUIPMENT OPERATION	1,104	19,953	40,000	20,047	49.88%
MAINT GENERAL PLANT (BUILDINGS)	90	2,084	10,000	7,916	20.84%
LANDSCAPE MAINTENANCE	3,450	45,666	50,000	4,334	91.33%
RECHARGE FAC, CANYON & POND MAINTENA	1,386	34,075	30,000	(4,075)	113.58%
<b>Total maintenance &amp; general plant</b>	<u>28,945</u>	<u>281,469</u>	<u>393,400</u>	<u>111,931</u>	<u>71.55%</u>
<b>In-House engineering</b>					

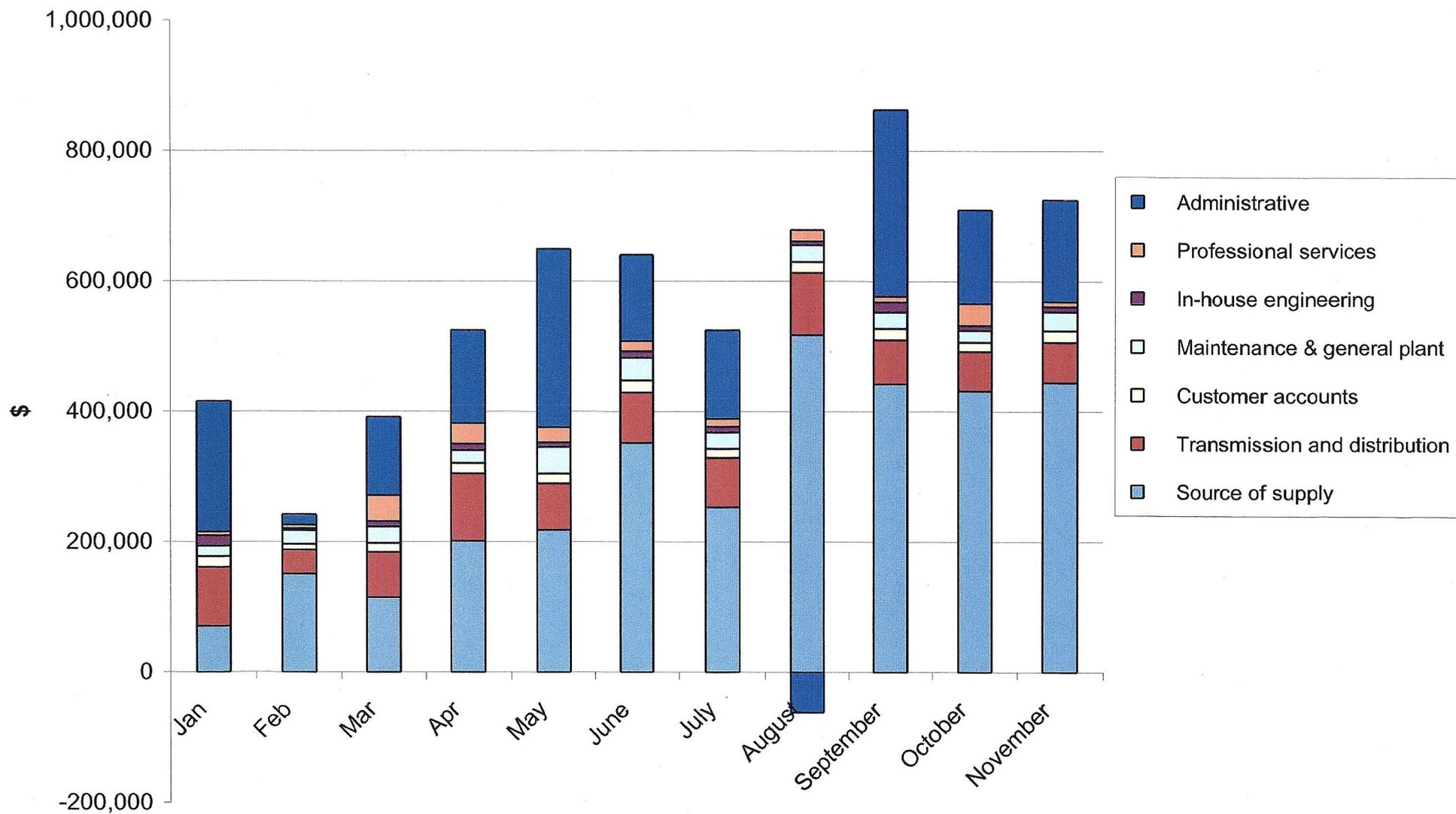
**Beaumont-Cherry Valley Water District**  
**Statements of Revenues, Expenses, and Changes in Net Assets**  
**Detailed**  
**Unaudited Through November 30, 2010**

	<u>Current Month</u>	<u>Actual - YTD</u>	<u>Adopted Budget</u>	<u>Budget Remaining</u>	<u>Percent to Budget</u>
HEALTH INSURANCE	374	3,945	4,000	55	98.61%
RETIREMENT/CALPERS	954	11,700	10,000	(1,700)	117.00%
LABOR	5,782	70,732	82,000	11,268	86.26%
BEREAVEMENT/SEMINAR/JURY DUTY	-	295	500	205	59.09%
SICK LEAVE	-	-	2,000	2,000	0.00%
VACATION	-	1,571	3,200	1,629	49.08%
HOLIDAY	274	2,220	3,200	980	69.39%
LIFE INSURANCE	29	315	312	(3)	100.99%
SEMINAR & TRAVEL EXPENSES	-	-	500	500	0.00%
EDUCATION EXPENSE	-	6,847	5,000	(1,847)	136.93%
WORKER'S COMPENSATION	363	2,601	1,300	(1,301)	200.07%
<b>Total in-house engineering</b>	<u>7,776</u>	<u>100,226</u>	<u>112,012</u>	<u>11,786</u>	<u>89.48%</u>
<b>Professional services</b>					
GENERAL LEGAL	7,821	139,330	125,000	(14,330)	111.46%
DEVELOPMENT - REIMB. LEGAL	-	-	1,000	1,000	0.00%
AUDIT	-	18,733	19,000	267	98.59%
ACCOUNTING (NON AUDIT)	-	-	10,000	10,000	0.00%
GENERAL ENGINEERING	-	41,174	120,000	78,826	34.31%
DEVELOPMENT - REIMB. ENGINEERING	359	2,214	5,000	2,786	44.27%
ENGINEERING - PERMITTING (REC WATER)	-	-	10,000	10,000	0.00%
<b>Total professional services</b>	<u>8,180</u>	<u>201,451</u>	<u>290,000</u>	<u>88,549</u>	<u>69.47%</u>
<b>General and administrative</b>					
HEALTH INSURANCE	13,543	131,499	152,000	20,501	86.51%
RETIREMENT/CALPERS	14,777	175,780	221,000	45,220	79.54%
LABOR	56,231	635,134	810,000	174,866	78.41%
BEREAVEMENT/SEMINAR/JURY DUTY	447	1,461	2,500	1,039	58.45%
SICK LEAVE	1,567	26,177	20,000	(6,177)	130.89%
VACATION	348	22,811	38,000	15,189	60.03%
HOLIDAYS	3,338	23,657	39,000	15,343	60.66%
LIFE INSURANCE	391	4,142	5,600	1,458	73.97%
SEMINAR & TRAVEL EXPENSES	268	1,773	5,500	3,727	32.23%
EDUCATION EXPENSES	506	926	1,000	74	92.56%
WORKER'S COMPENSATION INSURANCE	1,570	8,550	8,000	(550)	106.88%
UNEMPLOYMENT INSURANCE	9,000	12,751	14,000	1,249	91.08%
EMPLOYER SHARE FOR RETIRED (CALPERS)	521	5,214	4,500	(714)	115.87%
ADMINISTRATIVE COSTS (CALPERS)	31	1,305	2,000	695	65.24%
BANK CHGS/MONEY MARKET/TRANS. FEES	2,363	21,852	20,000	(1,852)	109.26%
OFFICE SUPPLIES	6,228	40,677	47,500	6,823	85.64%
OFFICE EQUIPMENT/SERVICE AGREEMENTS	6,802	53,990	85,000	31,010	63.52%
OFFICE MAINTENANCE	2,147	12,899	15,000	2,101	85.99%
MEMBERSHIP DUES	8,639	27,912	21,000	(6,912)	132.92%
OFFICE EQUIP.MAINT. & REPAIRS	2,255	2,320	2,000	(320)	116.01%
POSTAGE	5,072	37,854	40,000	2,146	94.64%
SUBSCRIPTIONS	349	4,601	1,600	(3,001)	287.59%
MISCELLANEOUS OPERATING SUPPLIES	94	4,545	15,000	10,455	30.30%
MISCELLANEOUS TOOLS/EQUIPMENT	-	1,929	10,000	8,071	19.29%
EMPLOYEE MEDICAL/FIRST AID	25	368	600	232	61.33%
RANDOM DRUG TESTING	-	75	500	425	15.00%
PROPERTY/AUTO/GEN LIABILITY INSURANCE	7,477	80,729	60,000	(20,729)	134.55%
STATE MANDATES AND TARIFFS	1,854	20,992	27,000	6,008	77.75%

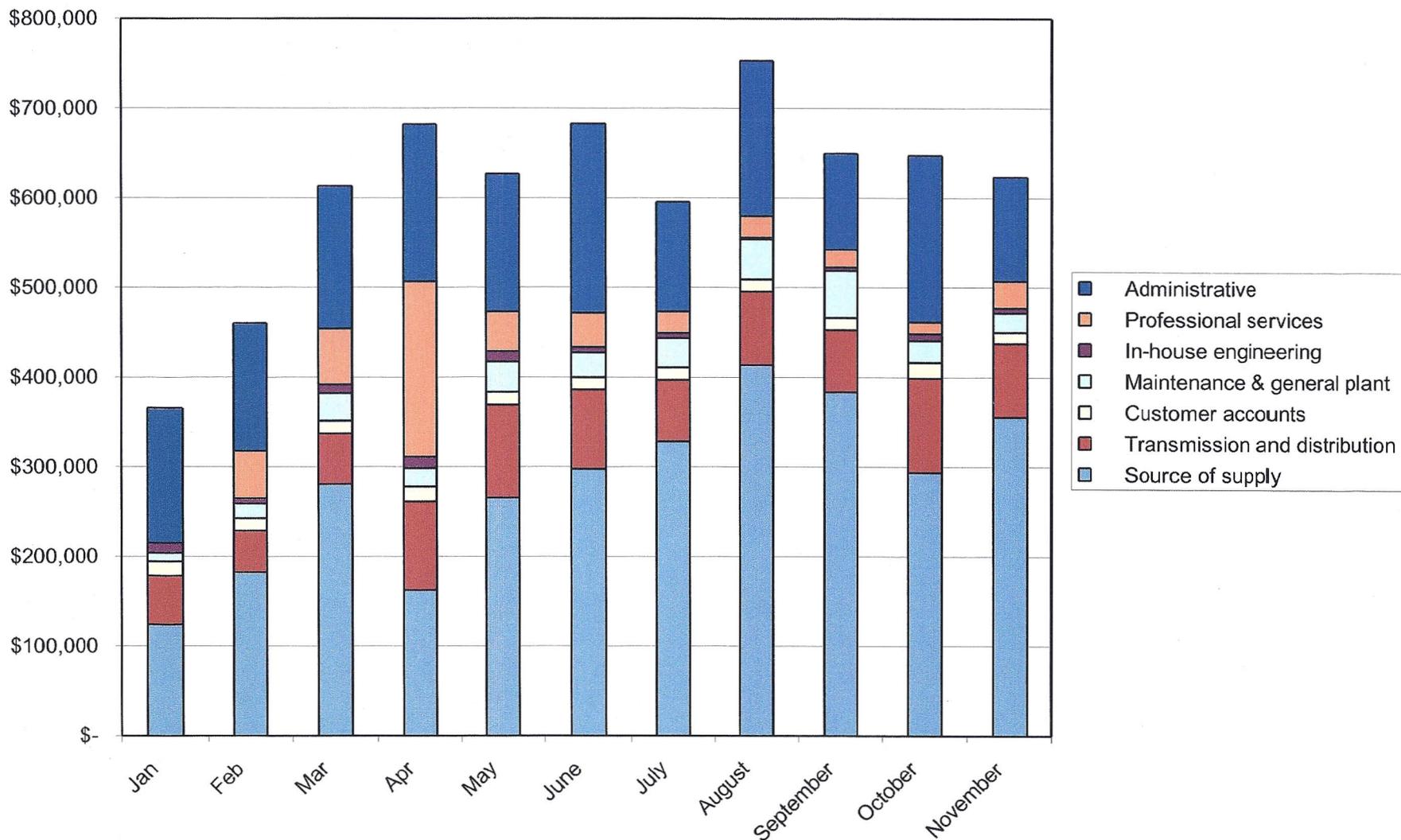
**Beaumont-Cherry Valley Water District**  
**Statements of Revenues, Expenses, and Changes in Net Assets**  
**Detailed**  
**Unaudited Through November 30, 2010**

	<u>Current Month</u>	<u>Actual - YTD</u>	<u>Adopted Budget</u>	<u>Budget Remaining</u>	<u>Percent to Budget</u>
MISCELLANEOUS EXPENSES	5,672	16,323	3,000	(13,323)	544.11%
PUBLIC EDUCATION	-	8,353	10,000	1,647	83.53%
PROPERTY DAMAGE	-	1,848	0	(1,848)	0.00%
IT SUPPORT/SOFTWARE SUPPORT	4,002	41,481	65,000	23,519	63.82%
PRINCIPAL PAYMENT	-	-	470,000	470,000	0.00%
INTEREST EXPENSE	-	-	0	0	0.00%
BAD DEBT EXPENSES	(2,584)	-	1,000	1,000	0.00%
NOTE COST OF ISSUANCE	1,527	12,215	0	(12,215)	-
BOARD OF DIRECTOR FEES	2,000	21,390	40,000	18,610	53.48%
ELECTION EXPENSES	-	205	34,000	33,795	0.60%
<b>Total general and administrative</b>	<u>156,457</u>	<u>1,463,742</u>	<u>2,291,300</u>	<u>827,558</u>	<u>63.88%</u>
Total operating expenses	<u>725,307</u>	<u>6,219,669</u>	<u>7,375,632</u>	<u>1,155,963</u>	<u>84.33%</u>
Operating income before depreciation	(85,451)	2,007,912	1,544,848	(463,064)	129.97%
Depreciation	(168,779)	(1,856,572)	(2,025,351)	(168,779)	91.67%
<b>Operating income(loss)</b>	<u>(254,230)</u>	<u>151,340</u>	<u>(480,503)</u>	<u>(631,843)</u>	<u>-31.50%</u>
Non-operating revenue(expense):					
Interest earnings	1,894	32,945	51,000	18,055	64.60%
Rental income	871	19,936	30,800	10,864	64.73%
Other non-operating revenues	1,302	27,206	15,000	(12,206)	181.38%
Other non-operating Expenses	-	84,969	84,969	(0)	100.00%
Total non-operating revenues(expenses), net	<u>4,067</u>	<u>(4,883)</u>	<u>11,831</u>	<u>16,714</u>	<u>-41.27%</u>
<b>Net income(loss) before capital contributions</b>	<u>(250,163)</u>	<u>146,458</u>	<u>(468,672)</u>	<u>(615,130)</u>	
Capital contributions:					
Facilities charges	72,402	719,321	272,402	446,919	264.07%
Front footage fees	-	-	0	0	0.00%
Total capital contributions	<u>72,402</u>	<u>719,321</u>	<u>272,402</u>	<u>446,919</u>	<u>264.07%</u>
<b>Change in net assets</b>	<u>(177,761)</u>	<u>865,778</u>	<u>(196,270)</u>	<u>1,062,048</u>	<u>-441.12%</u>

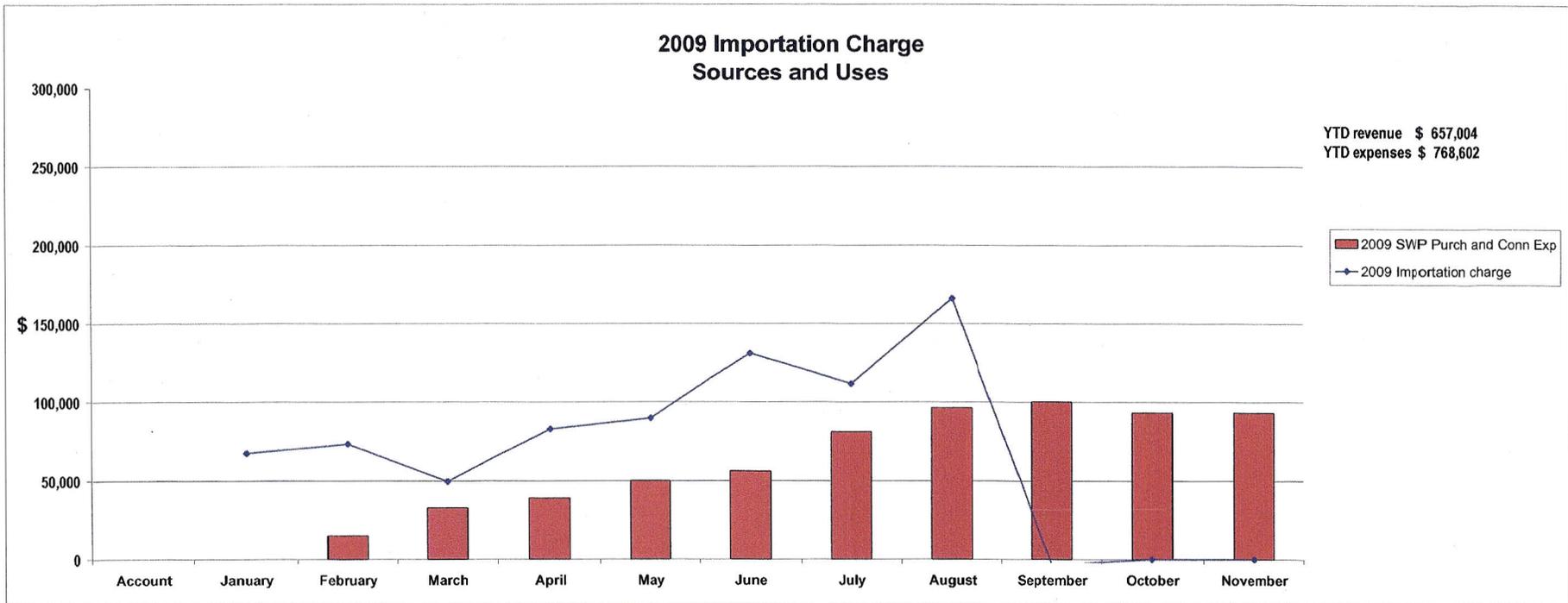
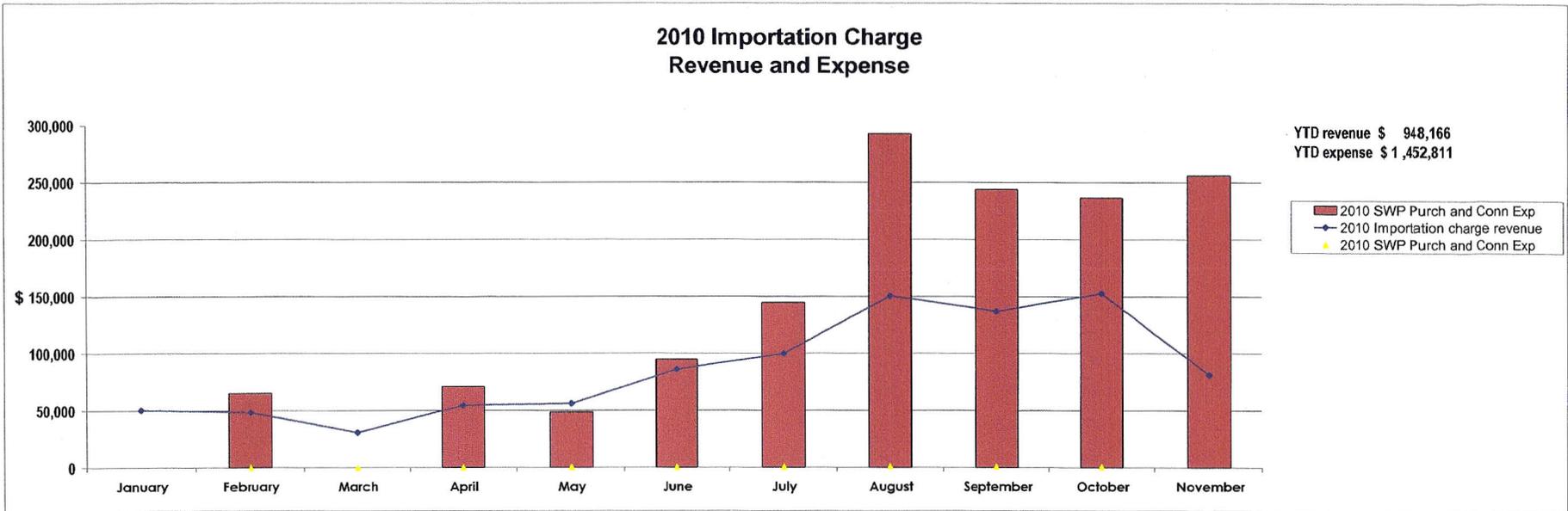
## Operating Expenses by Activity - November 2010



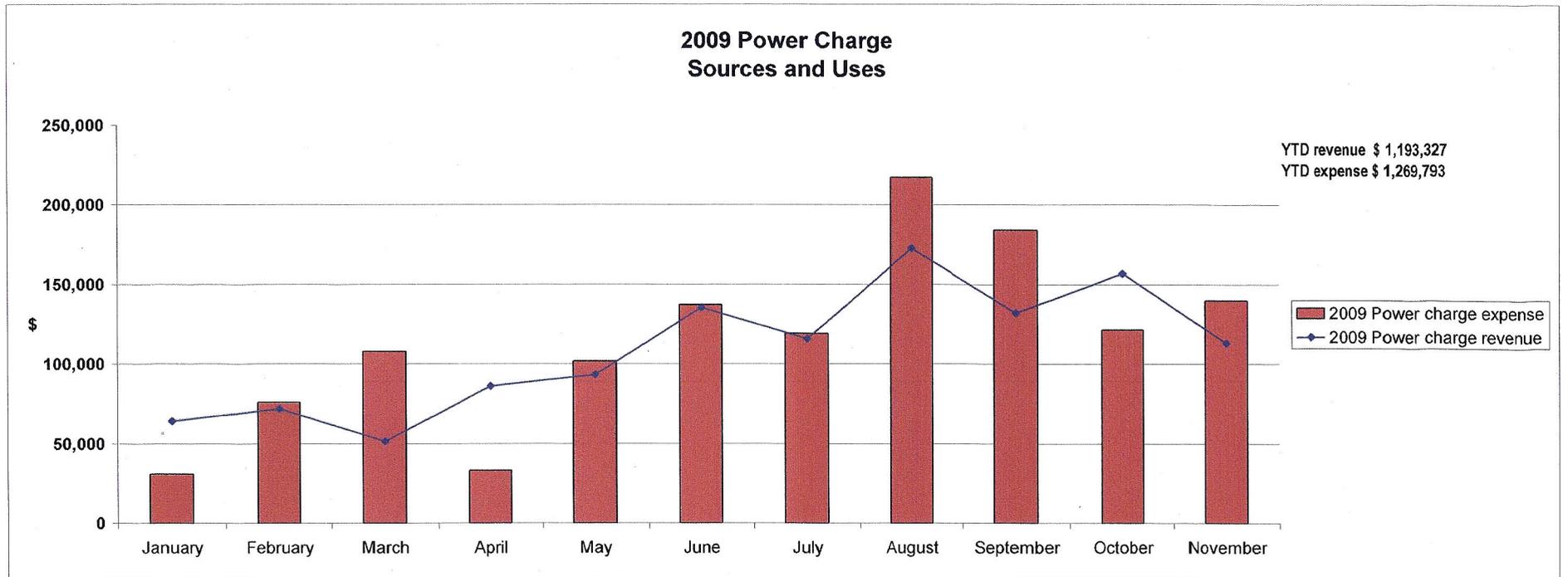
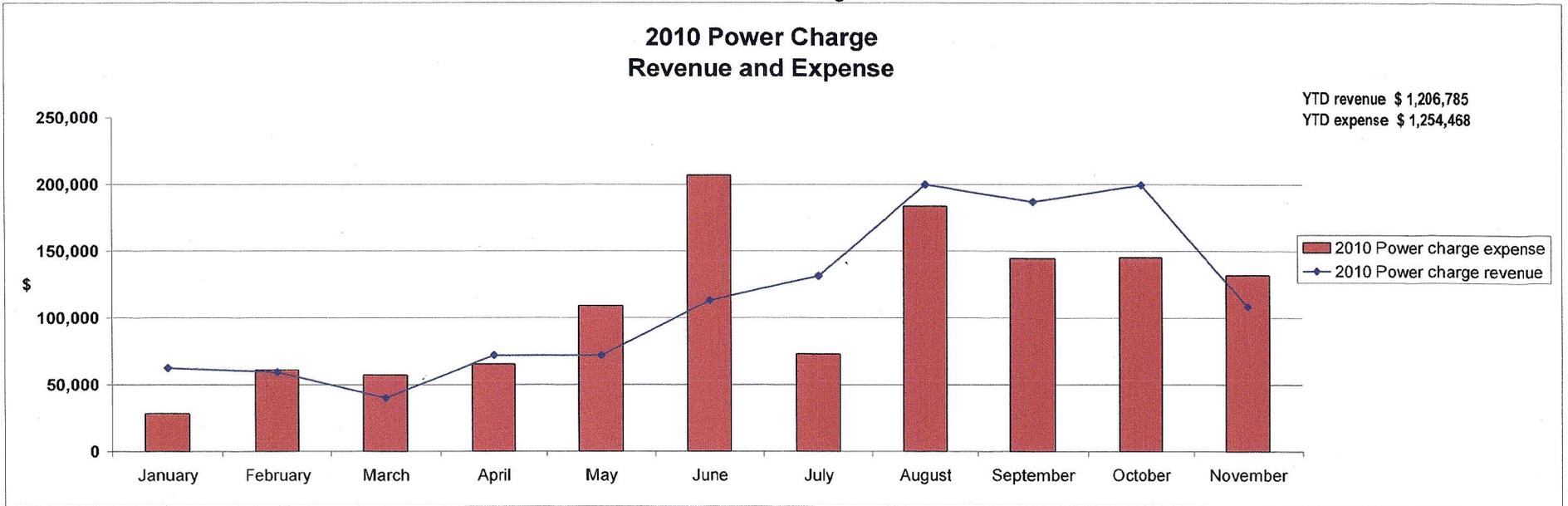
### Operating Expenses by Activity - November 2009



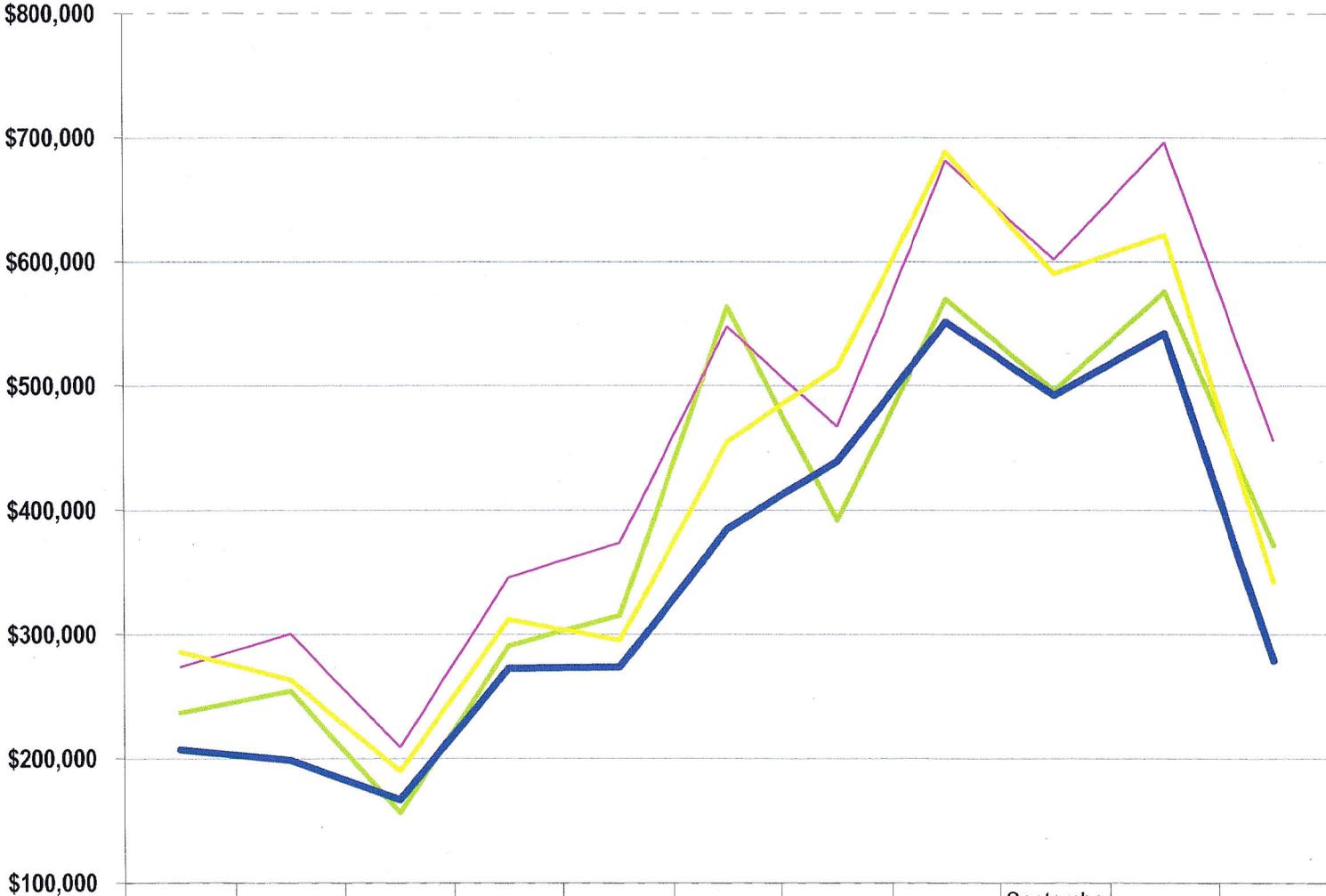
Beaumont Cherry Valley Water District  
Importation Charges



Beaumont Cherry Valley Water District  
Power Charge



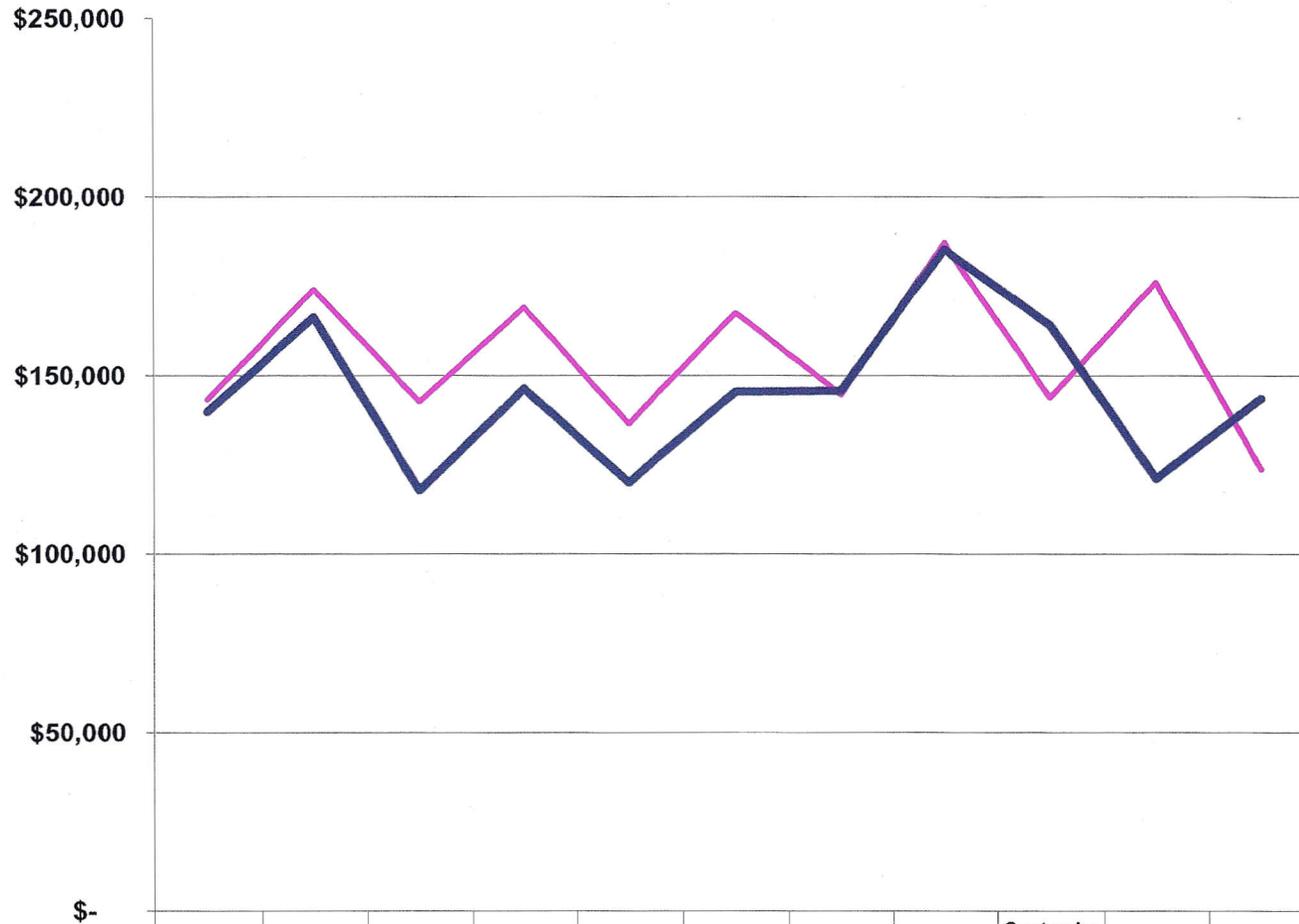
**Water Sales through November 2010**  
**(Includes Domestic, Irrigation and Construction)**



YTD 2009 \$4,222,990  
 YTD 2010 \$3,807,958

	January	February	March	April	May	June	July	August	September	October	November
2009 Water Sales	\$237,096	\$254,377	\$156,457	\$290,514	\$315,088	\$563,788	\$391,872	\$569,972	\$496,153	\$576,060	\$371,611
2009 Consumption	273,769	300,390	209,083	345,681	373,554	547,837	467,401	681,372	601,891	696,096	455,689
2010 Water Sales	\$207,141	\$198,496	\$167,041	\$272,496	\$273,546	\$384,927	\$438,993	\$551,666	\$492,435	\$542,534	\$278,684
2010 Consumption	285,929	263,275	189,765	312,063	295,053	454,978	514,183	688,229	590,243	621,810	342,070

### Meter Charge through November 2010



2009 YTD 1,708,497  
2010 YTD 1,595,523

	January	February	March	April	May	June	July	August	September	October	November
2009 Meter charge	\$143,230	\$174,113	\$142,716	\$169,148	\$136,432	\$167,405	\$144,567	\$187,274	\$143,760	\$176,144	\$123,708
2010 Meter charge	\$139,823	\$166,318	\$117,800	\$146,328	\$119,929	\$145,413	\$145,762	\$185,438	\$164,153	\$121,016	\$143,544

**Beaumont-Cherry Valley Water District**  
**Month-end Financial Statement**  
**Cash and Investments (Unaudited)**  
**As of November 30, 2010**

Cash and cash equivalents	5,570,519
Restricted:	
Debt service	180,519
Construction	<u>53,312</u>
Total	<u><u>5,804,350</u></u>

Cash and cash equivalents consist of the following:

Petty cash	1,400
Deposits with financial institutions	<u>5,569,119</u>
Total cash and cash equivalents	<u><u>5,570,519</u></u>

**Beaumont-Cherry Valley Water District  
Bank of America Note Reconciliation  
30-Nov-10**

Funds received on March 31, 2010	\$4,965,000.00
Add: Interest earned	\$1,620.08
Less: reimbursement for costs incurred on capital projects	
2800 Zone Tank	\$2,344,940.23
24" Recycled - Brookside	\$609,951.29
1 MG Reservoir/Booster	\$63,715.61
24" Recycled - Westerly Loop Phase 4B Ring Ranch Rd	\$1,091,848.91
24" Recycled - Westerly Loop Phase 4A	\$710,929.21
Total	<u>\$91,922.73</u>
	<u>\$4,913,307.98</u>
<b>Capital Project Fund balance</b>	<u><u><b>\$53,312.10</b></u></u>

**RECORD OF THE MINUTES OF THE  
REGULAR BOARD MEETING OF THE  
BOARD OF DIRECTORS OF THE  
BEAUMONT CHERRY VALLEY WATER DISTRICT  
December 8, 2010**

President Ball called the meeting to order at 7:00 p.m., 560 Magnolia Avenue, Beaumont, California.

Director Woll led the Pledge.

Director Ross recited an invocation.

**ROLL CALL, BLANCA MARIN**

Those responding to roll call were President Ball, Vice President Parks and Directors Halliwill, Ross and Woll. Also present at this meeting were Interim General Manager Anthony Lara, Legal Counsel Gil Granito, Controller Amelia Toledo and Executive Assistant Blanca Marin.

**SWEARING-IN OF NEW DIRECTORS, BALL, GULDSETH AND EARHART**

Secretary Woll swore in new directors Ball, Guldseth and Earhart.

**PUBLIC INPUT**

Secretary Woll invited Mr. Halliwill to address the Board on an item in the agenda. He requested adding on page 26 of the agenda regarding the minutes of the last meeting, "as a District official" at the end of his statement regarding the Collaborative Committee. He further indicated that he attended a meeting at the City of Beaumont regarding the recycled water and that at the meeting they also addressed a new fee being imposed on the developers.

**SECOND ROLL CALL**

Those responding to roll call were Directors Ball, Guldseth, Earhart, Ross and Woll.

**OTHERS PRESENT**

John Covington	Morongo Water District
Knute Dahlstrom	BCVWD
Barbara Voigt	SGPWA
Niki Magee	Self
Basin Clinton	Record Gazette
Patsy Reeley	Self
Luwana Ryan	Self
Mr. Flanders	Self
Mrs. Flanders	Self
Ray Morris	SGPWA
Barbara Brown	Self
Karen Earhart	Self
John Halliwill	Self
Cynthia & William Adams	

**ACTION ITEMS**

**1. ADOPTION OF THE AGENDA**

Director Woll moved to accept the agenda as presented. Director Ross seconded. The motion passed unanimously.

**2. REORGANIZATION OF THE BOARD OF DIRECTORS**

• **Nomination and Election of the President**

**Nominee:** Director Ross nominated Director Ball for President, Dr. Ball accepted. Director Woll seconded the nomination. The motion passed unanimously.

• **Nomination and Election of the Vice President**

**Nominee:** Dr. Ball nominated Director Woll for the Vice President seat. Director Woll accepted the nomination. Director Earhart seconded. The motion passed unanimously.

**3. APPOINTMENT OF THE STANDING COMMITTEES**

President Ball requested that Director Earhart and Guldseth provide their work schedules so that an appointment to standing committees is made according to their work schedules.

**4. APPOINTMENT OF DISTRICT TREASURER**

President Ball appointed Director Earhart to the position of District Treasurer. Director Earhart accepted. The appointment was accepted unanimously by the Board.

**5. APPOINTMENT OF DISTRICT SECRETARY**

President Ball appointed Director Ross to the position of District Secretary. Director Ross accepted. The appointment was accepted unanimously by the Board.

**6. CONSENT CALENDAR:** Matters listed in the Consent Calendar are considered to be routine and will be approved by one motion as recommended. There will be no separate discussion unless Board or Staff Member request separate discussion prior to approval.

- a. November 2010 Bills for Consideration\*\*
- b. November 2010 Invoices Pending Approval\*\*
- c. October 2010 Month End Financial Statement\*\*
- d. Minutes of the Regular Meeting of November 10, 2010\*\*

Director Earhart moved to approve the Consent Calendar with the correction on the minutes as requested by member of the public. Director Ross seconded. The motion passed unanimously.

**7. ACCEPTANCE OF THE CONTRACT FOR LANDSCAPING MAINTENANCE SERVICES TO THE APPARENT LOWEST BIDDER**

Interim General Manager reported that the District received five proposals and that Staff was still in the process of reviewing each of them. He indicated that none of the proposals were from local businesses.

After review, the Board tabled this item and requested that Staff present this item at the next board meeting.

**8. APPROVAL OF STAFF'S RECOMMENDATION TO START PROCESSING DIRECTORS' STIPEND THROUGH THE DISTRICT'S PAYROLL SYSTEM EFFECTIVE JANUARY 1, 2011\*\***

Controller Toledo reported that based on the direction of the auditor, effective January 1, 2011 the Board of Directors Stipend will be processed through the District's payroll system. She further answered questions from the Board.

Vice President Woll moved to approve. Director Earhart seconded. The motion passed unanimously.

**9. REPORTS FOR DISCUSSION AND POSSIBLE ACTION**

**(a) Ad hoc Committees**

None.

**(b) General Manager**

- Consideration regarding Resolution Commending Directors for their Years of Service- Lara requested consideration to bring back to the January 2011 meeting a resolution commending directors for their years of service.
- Update on diesel fuel spill incident- Lara reported that work continues on clean-up and that Staff met with County and a fine of \$10, 000 has been paid. Staff is also working with JPIA on coverage of costs.
- 2009 Audit Management Letter (For information only) – Lara reported that the attached information was for information purposes and that Staff will bring this item back at the next board meeting if the board desires to do so. Controller Toledo reported on this item providing an update on the changes of procedures and policies that the District has adopted as recommended by the auditor.

**(c) Directors**

- Dr. Blair Ball- None
- James Earhart- Director Earhart wished everybody a Merry Christmas.
- John Guldseth- None
- Ken Ross- None
- Ryan Woll- None

**(d) Legal Counsel**

Legal Counsel provided an update on Proposition 26 regarding new taxes initiative.

**ANNOUNCEMENTS**

- A) Budget Workshop, December 18, 2010 at 9:00 a.m.**
- B) District will be Closed on December 24, 2010 for the Christmas Celebration**
- C) District will be closed on December 31, 2010 for the New Year's Celebration**
- D) Finance & Audit Meeting, January 6, 2011 at 4:00 p.m.**
- E) Regular Board Meeting, January 12, 2011 at 7:00 p.m.**

**10. ACTION LIST**

- Interim General Manager Lara- Resolution commending Directors Parks and Halliwill
- Interim General Manager Lara- Landscape Maintenance Services lowest responsible bidder, item to be brought back on the next agenda.

**11. ADJOURNMENT**

Director Ross moved to adjourn the meeting at 7:42 p.m. Vice President Woll seconded. The motion passed unanimously.

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Dr. Blair Ball, President of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

Attest:

---

Kenneth Ross, Secretary to the  
Board of Directors of the  
Beaumont Cherry Valley Water District

DRAFT

**RECORD OF THE MINUTES OF THE  
SPECIAL MEETING OF THE  
BOARD OF DIRECTORS OF THE  
BEAUMONT CHERRY VALLEY WATER DISTRICT  
December 18, 2010**

**CALL TO ORDER, PRESIDENT BALL**

President Ball called the meeting to order at 9:05 a.m., 560 Magnolia Avenue, Beaumont, California.

**PLEDGE OF ALLEGIANCE, SECRETARY ROSS**

Secretary Ross led the pledge

**INVOCATION, DIRECTOR EARHART**

Director Earhart recited an invocation.

**ROLL CALL, BLANCA MARIN**

Those responding to roll call were President Ball, Vice President Woll and Directors Guldseth, Earhart and Ross. Also present at this meeting were Interim General Manager Anthony Lara, Superintendant Knute Dahlstrom, District Engineer Joseph Reichenberger and Executive Assistant Blanca Marin.

**Public Present:**

Patsy Reeley	Self
Mr. Flanders	Self
Mrs. Flanders	Self
Niki Magee	Self
Stella Parks	Self
Mrs. Guldseth	Self
Luwana Ryan	Self
Julie Salinas	BCVWD
David Dysart	SGPWA

**PUBLIC INPUT**

There was no public comment.

**ACTION ITEMS**

**1. ADOPTION OF THE AGENDA**

Vice President Woll moved to adopt the agenda as presented. Director Earhart seconded. The motion passed unanimously.

**2. PRESENTATION OF THE 2011 BEAUMONT CHERRY VALLEY WATER DISTRICT BUDGET\*\***

Interim General Manager Anthony Lara provided a report at length on this item requesting to disregard the recommendation made on page 9 of the agenda related to the Finance Department. Several corrections were recommended by the Board.

- A. Staff was directed to review the Furlough Program and to determine if this program should continue for the entire 2011 calendar year.

- B. Staff to research for cost of health insurance comparing CalPers vs ACWA costs.
- C. Staff to create a Reserves line item on the Budget.
- D. Staff needs to amend the Organization Chart to include actual employee titles and also show that Legal Counsel reports to the Board in the chain of command
- E. Staff will segregate Legal Counsel's expenses from General Manager Office's expenses
- F. Staff will separate the Consumption from the Water Sales line
- G. Staff will add an Actual Fund Balance line to the Budget
- H. Staff will add a line for State Project Water numbers
- I. Staff will review and recalculate the Labor and Benefits line items
- J. Staff will modify the GIS RFP requiring all work to be completed for all sections of the District rather than only one section per RFP

President Ball adjourned the meeting to a 15 minute break at 10:35am  
 President Ball reconvened the meeting at 10:50am

President Ball called Niki Magee to address the Board on this item. Ms. Magee requested that the Board review Item 7 of the Budget as it relates to the Agreement between SGPWA and BCVWD to recharge water in BCVWD's Recharge Facility.

**3. APPROVAL OF THE 2011 BUDGET**

Vice President Woll moved to approve the 2011 Budget as amended. Director Guldseth seconded. The motion passed unanimously.

**4. APPROVAL AND AWARD OF THE LANDSCAPE MAINTENANCE SERVICES AGREEMENT TO MIDORI GARDENS LANDSCAPE\*\***

After discussion, Director Earhart moved to table this item until the January Board Meeting. Director Ross seconded. The motion passed unanimously.

President Ball appointed Directors Ross and Earhart to the Finance and Audit Committee.

**5. ADJOURNMENT**

Director Earhart moved to adjourn the Special Meeting. Vice President Woll seconded. The motion passed unanimously.

President Ball adjourned the Special Board Meeting at 11:58 am.

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Dr. Blair Ball, President of the  
 Board of Directors of the  
 Beaumont Cherry Valley Water District

Attest:

---

Kenneth Ross, Secretary to the  
 Board of Directors of the  
 Beaumont Cherry Valley Water District



**Beaumont Cherry Valley Water District  
Regular Meeting of the  
Board of Directors  
January 12, 2011**

**Agenda Matter**

Award of Landscape Maintenance Services Contract

**Background**

On September 8, 2010 the Board of Directors approved a Request for Proposals (RFP) to be issued for landscape maintenance services at various district facilities. An advertisement was posted in two local newspapers and an information packet which included the RFP and scope of work were made available at the district office. On December 8, 2010 the District received proposals from five landscape contractors for the above project.

After review of the five proposals submitted, two of the five proposals have been rejected. The remaining three bid results are as follows:

Midori Gardens	\$68,547.00
Casa Verde Landscape	\$88,656.00
Lawnscape Systems	\$182,256.00

Midori Gardens submitted their proposal in accordance with the RFP and included all addendums with their bid. Staff has verified that the contractors license is active and in good standing and has received a favorable response from two of the three references listed on the proposal.

**Fiscal Impact**

The CY 2011 Operating Budget approved by the Board of Directors on December 18, 2010 includes a budget allocation of \$75,000.00 for landscape maintenance.

**Recommendation**

That the Board of Directors awards a one year contract to Midori Gardens, to perform landscape maintenance services, and authorize the Interim General Manager to execute the contract documents.

**VENDOR:** Midori Gardens  
**CONTRACT No.:** \_\_\_\_\_

**MAINTENANCE SERVICES AGREEMENT**  
**BETWEEN THE BEAUMONT CHERRY VALLEY WATER DISTRICT**  
**AND**  
**MIDORI GARDENS**

**THIS MAINTENANCE SERVICES AGREEMENT** ("Agreement") is made and entered into on \_\_\_\_\_, 20 \_\_\_\_\_ (the "Effective Date") by and between the **BEAUMONT CHERRY VALLEY WATER DISTRICT**, ("District") and **MIDORI GARDENS** ("Contractor") (District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties").

**RECITALS**

- A. WHEREAS**, District owns and operates certain facilities, located throughout its service area ("Facilities") and;
- B. WHEREAS**, District requires a contractor with the requisite knowledge, skill, ability and expertise to provide the necessary maintenance services for the Facilities in all areas where the specialized services of Contractor are appropriate; and
- C. WHEREAS**, Contractor represents to District that it is fully qualified and available to provide Landscape Maintenance services for District's Facilities ("Services"); and
- D. WHEREAS**, it has been determined that it is in the best interests of District to enter into the Agreement hereinafter contained.

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants herein contained, the Parties hereto agree as follows:

**AGREEMENT**

**1.0. SCOPE OF WORK / TERMS AND CONDITIONS**

The specific services and related materials and supplies to be provided by Contractor are called out in the Scope of Work attached as Attachment "A" and incorporated herein by reference. Contractor shall perform all work necessary to complete the Services detailed in Attachment "A" and shall furnish all labor, materials, equipment, supplies and incidentals,

except those which are designated to be furnished by District. All work under this Agreement shall be done in a workmanlike fashion and Contractor represents that it is competent to provide the Services required under this Agreement in a manner acceptable to District and in conformity with the requirements of this Agreement.

1.1. Project Manager. Contractor acknowledges that continuous and effective communication between District, Contractor, and other contractors (as appropriate) is necessary to the successful completion of the Services. Contractor's primary contact with District shall be through District's Operations Superintendent. District's primary contact with Contractor shall be through the Contractor's Representative, designated on Contractor's Proposal for Schedule of Services attached as Attachment "B" and incorporated herein by reference.

1.2. Term and Termination. The base term of this Agreement shall be from the Effective Date to December 31, 2012, with District holding an option to renew this Agreement for two (2) additional one (1) year option terms provided District gives Contractor written notice of such extension no later than fifteen (15) days prior to the expiration of the base term and, if exercised, the first and second option terms.

1.2.1. Price Adjustment. The price established by this Agreement may be adjusted at the start of each option term and shall be valid until the start of the next option term, if any. The adjustment may allow for either an increase or decrease in the original service cost. However, an increase shall not exceed the Riverside County area Consumer Price Index (CPI) increase for the year in which the Agreement is up for extension. If a Party desires an adjustment for an option term, that Party must send written notice to the other Party no later than ninety (90) days prior to the expiration of the base term, the first option term, or the second option term, as the case may be, with the proposed adjustment for the option term. Upon receipt of the notice(s), the Parties shall negotiate a possible adjustment for the option term.

1.2.2. Time Adjustment. The time for performance of any Services under this Agreement may be extended, in the reasonable discretion of the District, based on unavoidable disruption of work due to strikes, lockouts, government acts, acts of God and other similar conditions shown by the Contractor to be beyond the control of the Contractor.

1.2.3. Termination by District. District may terminate this Agreement at any time upon ten (10) days written notice to Contractor. Should District exercise the right to terminate this Agreement, District shall pay Contractor for any Services satisfactorily completed prior to the date of termination, based upon Contractor's Fee Schedule. Provided however, that if the District terminates this Agreement due to what it, in its sole discretion, has determined to be unsatisfactory performance by the Contractor, and if the District is required to undertake completion of said work or to retain a new Contractor to perform said work, the Contractor shall be liable to the District for any additional costs and expenses thereby incurred.

1.2.4 Termination by Contractor. Contractor may terminate this Agreement upon ten (10) days written notice to District in the event of substantial failure by District to perform in accordance with the terms hereof through no fault of Contractor; or in the event District fails to

pay Contractor in accordance with the terms in Section 2.0; or if Contractor's Services hereunder are suspended for a period of time greater than ninety (90) days through no fault of Contractor.

1.2.5. Withholding Payment. In the event District has reasonable grounds to believe Contractor will be materially unable to perform the Services under this Agreement, or if District becomes aware of a potential claim against Contractor or District arising out of Contractor's negligence, intentional act or breach of any provision of this Agreement, including a potential claim against Contractor by District, then District may, to the fullest extent allowed by law, withhold payment of any amount payable to Contractor that District determines is related to such inability to complete the Services, negligence, intentional act, or breach.

## **2.0. COMPENSATION**

As compensation for performance of the Services specified under the Scope of Work (Attachment "A"), District shall pay Contractor an amount not to exceed that contained in Contractor's Proposal for Schedule of Services (Attachment "B"). Costs or expenses not designated or identified in the Proposal shall not be reimbursable unless otherwise provided in this Agreement or agreed to by District in writing.

2.1 Invoicing. Contractor shall submit an invoice within ten (10) days after the end of each month during the term of this Agreement describing the Services performed for which payment is requested. District shall review and approve all invoices prior to payment. District shall pay approved invoices within thirty (30) days of receipt. Contractor agrees to submit additional documentation to support the invoice if requested. If District does not approve an invoice, District shall send a notice to Contractor setting forth the reason(s) the invoice was not approved. Contractor may re-invoice District to cure the defects identified by District. The revised invoice will be treated as a new submittal. District's determinations regarding verification of Contractor's performance, accrued reimbursable expenses, if any, and percentage of completion shall be binding and conclusive. Contractor's time records, invoices, receipts and other documentation supporting the invoices shall be available for review by District upon reasonable notice and shall be retained by Contractor for three (3) years after the termination of this Agreement.

2.2 Extra Services. Before performing any Services outside the scope of this Agreement ("Extra Services"), Contractor shall submit a written request for approval of such Extra Services and receive written approval from District. District shall have no responsibility to compensate Contractor for any Extra Services provided by Contractor without such prior written approval.

## **3.0. SAFETY**

Contractor shall execute the Services so as to avoid injury or damage to any person or property. Contractor shall be solely and completely responsible for the safety of all Contractor personnel during performance of Services and while on or near District Facilities. Contractor shall fully comply with all state, federal and other laws, rules, regulations and orders relating to safety of the public and workers, including State of California, Department of Industrial Relations

(Cal/OSHA) requirements and the District's own safety rules, during performance of Services under this Agreement.

#### **4.0. INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the District, its directors, officers, agents, consultants, employees, and authorized volunteers (the "Indemnified Parties") from and against any and all actions, agreements, attorneys' fees, causes of action, claims, contracts, costs, covenants, damages, debts, demands, expenses, judgments, lawsuits, liabilities, liens, losses, obligations, orders, and rights of whatever kind or nature in law, equity or otherwise, which arise out of or are in any way connected with the Contractor's (or any of its subcontractors, consultants or its independent contractors) performance of the Services under the Agreement (collectively, the "Claims"), save and except such Claims that are determined by a court of competent jurisdiction to have arisen from the active negligence or willful misconduct of an Indemnified Party.

The Contractor, at its own expense, cost, and risk, shall defend at the District's request any and all Claims that may be brought or instituted against any of the Indemnified Parties, and shall pay or satisfy any judgment that may be rendered against any of the Indemnified Parties in any action, suit or other proceedings as a result thereof and shall reimburse District or its directors, officers, employees, and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify, defend and hold harmless pursuant to this Indemnification section is separate and distinct from its obligations to provide insurance pursuant to the Insurance Requirements section. Compliance with the requirements set forth under the Insurance Requirements section shall not relieve Contractor of its obligation under this Indemnification section. The Contractor shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of the Contractor's performance or non-performance of the Services hereunder, and shall not tender such claims to District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity. Without limiting the generality of the foregoing in this Section 4.0, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties against Claims arising from or in any way connected to:

4.1 The negligence or willful misconduct of the Contractor or its shareholders, directors, officers, partners, members, managers, agents, employees, engineers, consultants, contractors, or subcontractors;

4.2 The death of or bodily injury to any person, regardless of whether that death or injury occurs at on or off of any property of the District;

4.3 Injury to property, loss of property, or theft of property, regardless of whether that injury, loss or theft occurs on or off of any property of the District; or

4.4 Any other loss, damage or expense sustained by the Contractor.

## **5.0. PREVAILING WAGES**

The Contractor hereby acknowledges Division 2, Part 7, Chapter 1 of the Labor Code of California (Labor Code Sections 1720 et seq.) and especially Article 2 (Wages); and Article 3 (Working Hours), thereof. In accordance with Section 1773 of the Labor Code, the Board of Directors of the District has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those contained in that certain document entitled PREVAILING WAGE SCALE, copies of which are maintained at the District's principal office, and are available to any interested party on request. The Contractor shall forfeit as a penalty to the District fifty dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates set forth in the PREVAILING WAGE SCALE for any Services done under contract by him or by any Subcontractor under him, in violation of the provisions of the Labor Code and in particular, Section 1775 and also Sections 1770-1780 thereof, inclusive.

5.1. In accordance with Section 1773.1 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Services as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.

5.2. The Contractor is aware of and will comply with the provisions of Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section.

5.3. Pursuant to Labor Code Section 1810, the parties stipulate hereby that eight hours of labor constitutes a legal day's work hereunder

5.4. Pursuant to Labor Code Section 1813, the parties stipulate hereby that the Contractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

5.5 The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to Section 1777.5, the Contractor stipulates that it will be responsible for obtaining compliance therewith on the part of any and all Subcontractors employed by him or her in connection with this Contract.

## **6.0. CONTRACTOR'S LICENSE CLASSIFICATION**

In accordance with the provisions of California Public Contract Code Section 3300, and California Business and Professions Code Section 7059, the District: (a) requires that the

Contractor, as of the date this Agreement is awarded to the Contractor, possess the following license classification or classifications: A **C27 – Landscaping Contractor**, and (b) has determined that if the license classification is that of a "specialty contractor" (as defined in California Business and Professions Code Section 7058), the specialty contractor's license so specified shall, at a minimum, constitute a majority of the Services called for by this Agreement.

### **7.0. EQUAL OPPORTUNITY**

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment in a manner that would violate state or federal law.

### **8.0. INSURANCE REQUIREMENTS**

Prior to execution of this Agreement, and at any time thereafter on request, Contractor shall provide executed certificates of insurance and policy endorsements acceptable to District evidencing the required coverage and limits for each insurance policy. Each insurance policy shall be primary insurance as respects District, its affiliated organizations and its and their respective officers, directors, trustees, employees, agents, consultants, attorneys, volunteers and successors and assigns (collectively, the "Covered Parties") for all liability arising out of the activities performed by or on behalf of Contractor any insurance, pool coverage, or self-insurance maintained by Covered Parties shall be excess of Contractor's insurance and shall not contribute to it.

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the Covered Parties or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to loss. Contractor waives its right of recovery against the Covered Parties for damages covered by insurance required by this Agreement. Contractor shall require similar written express waivers and insurance clauses from each of its subcontractors. The insurer issuing the Workers' Compensation insurance shall amend its policy to waive all rights of subrogation against the Covered Parties.

Each insurance policy shall provide, or be endorsed to provide, that coverage shall not be cancelled except after thirty (30) days prior written notice by U.S. Mail (ten (10) days for non-payment of premium) has been given to District. Unless otherwise approved by District, each insurance provider shall be authorized to do business in California and have an A.M. Best rating (or equivalent) of not less than "A.IX." Contractor shall provide and maintain at all times during the performance of this Agreement the following insurance: (1) Commercial General Liability ("CGL") insurance; (2) Automobile Liability insurance; (3) Workers' Compensation and Employer's Liability insurance.

The Covered Parties are to be included as insureds on all third party liability policies, including automobile and general liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the Covered Parties.

8.1 Commercial General Liability. Each CGL policy shall be as broad as ISO Occurrence Form No. CG 0001, or equivalent, including completed operations coverage, with no explosion, collapse or underground damage exclusions (XCU). Defense costs must be paid in addition to limits. Each CGL policy shall have liability coverage limits of at least \$1,000,000 per occurrence for bodily injury, personal injury and property damage, and either at least (a) \$2,000,000 general aggregate applied separately to the Project; or at least (b) \$5,000,000 general aggregate limit for all operations. CGL insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available.

8.2 Automobile Liability. Each Automobile Liability policy shall be as broad as ISO Form No. CA 0001, or equivalent, covering Automobile Liability, Code 1 (any auto) or in the alternative, owned or scheduled autos plus non-owned and hired autos. The policy shall have limits of at least \$1,000,000 per accident combined single limit. Automobile Liability insurance and endorsements shall be kept in force at all times during the performance of this Agreement and all coverage required herein shall be maintained after the term of this Agreement so long as such coverage is reasonably available.

8.3 Workers' Compensation/Employer's Liability. Contractor shall cover or ensure the existence of coverage under the applicable laws relating to Workers' Compensation insurance, all of their employees employed directly by them or through subcontractors at all times in carrying out the Services contemplated under this Agreement, in accordance with the "Workers' Compensation and Insurance Act" of the California Labor Code and any amendatory Acts. Contractor shall provide Employer's Liability insurance, including an "all states" endorsement, with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

By Contractor's signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with such provisions before commencing Services under this Agreement. Upon the request of District, subcontractor must provide certificates of insurance evidencing such coverage.

## **9.0. INDEPENDENT CONTRACTOR**

The Parties agree that the relationship between District and Contractor is that of an independent contractor and Contractor shall not, in any way, be considered to be an employee or agent of District. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of District. District will not be legally or financially responsible for any damage or loss that may be sustained by Contractor because of any act, error, or omission of Contractor, nor shall Contractor make any claim against District arising out of any such act, error, or omission.

9.1. Taxes and Benefits. Contractor shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance Contractor, as an independent contractor, is responsible for paying under federal, state or local law. Contractor is not eligible to receive Workers' Compensation, medical, indemnity or retirement benefits through District, including but not limited to enrollment in CalPERS. Contractor is not eligible to receive overtime, vacation or sick pay

9.2. Permits and Licenses. Contractor shall procure and maintain all permits, and licenses and other government-required certification necessary for the performance of its Services, all at the sole cost of Contractor. None of the items referenced in this section shall be reimbursable to Contractor under the Agreement.

9.3. Methods. Contractor shall have the sole and absolute discretion in determining the methods, details and means of performing the Services required by District. Contractor shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and work necessary for the successful completion of the Services to be performed under this Agreement. District shall not have any right to direct the methods, details and means of the Services; however, Contractor must receive prior written approval from District before assigning or changing any assignment of Contractor's project manager or key personnel and before using any subcontractors or subcontractor agreements for Services or materials under this Agreement and any work authorizations.

**10.0. NOTICES**

Any notice may be served upon either Party by delivering it in person, or by depositing it in a U.S. Mail Deposit Box with the postage thereon fully prepaid, and addressed to the Party at the address set forth below:

District: Anthony Lara  
Interim General Manager  
Beaumont Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, California 92223

Contractor: Naga Hamamoto  
President  
Midori Gardens  
3231 S. Main Street  
Santa Ana, California 92707

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

### **11.0. ASSIGNMENT**

Neither Contractor nor District may assign or transfer this Agreement, or any part thereof, without the prior written consent of the other Party, which shall not be unreasonably withheld.

### **12.0. ATTORNEY'S FEES**

In the event of any action arising out of, or in connection with, this Agreement, or the Services to be performed hereunder, the prevailing Party shall be entitled to have and recover, in addition to damages, injunctive relief or other remedy, its reasonable costs and expenses, including without limitation, its attorney's fees.

### **13.0. BINDING ARBITRATION**

Within thirty (30) days after service of a civil action on either Party arising out of, or in connection with, this Agreement, either Party may elect to submit the action to binding arbitration before the Judicial Arbitration and Mediation Service ("JAMS"), located in Orange County. The Parties agree that upon an election to arbitrate, any civil action filed will be stayed until arbitration proceedings have concluded. Upon submission of the matter to JAMS, the submitting Party shall obtain from JAMS a list of three (3) arbitrators, selected by JAMS, and serve said list upon the other Party. In the event that there are more than two parties to the action, the number of arbitrators selected and included in the list shall be increased by two for each additional party involved. Upon service of the selected list of arbitrators, each party shall have twenty (20) days to eliminate two arbitrators from the list and return it to JAMS, with the selected arbitrator being the remaining name on the list. Should more than one name remain on the list, JAMS will select the arbitrator from the names remaining on the list. Arbitration shall be scheduled for hearing on the merits no later than six (6) months after the date the arbitrator is selected. All parties shall be permitted to conduct discovery as provided by the current rules of the California Code of Civil Procedure. All costs of JAMS or of the arbitrator for services shall be divided equally among the Parties, unless otherwise ordered by the arbitrator. In an arbitration to resolve a dispute under this provision, the arbitrator's award shall be supported by law and substantial evidence.

### **14.0. WARRANTY**

Contractor warrants that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional rendering the same or similar services.

### **15.0. FORCE MAJEURE**

Upon written notice by the owing Party, the respective duties and obligations of the Parties hereunder (except District's obligation to pay Contractor such sums as may become due from time to time for services rendered by it) shall be suspended while and so long as performance thereof is prevented or impeded by strikes, disturbances, riots, fire, governmental action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the reasonable control of the Party from whom the affected performance was due.

## **16.0. ENTIRE AGREEMENT**

This Agreement, and all Attachments, represent the entire and integrated agreement between District and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both District and Contractor.

## **17.0. GENERAL COMPLIANCE WITH LAW**

17.1. Contractor is required to have a business license issued by the City of Beaumont to perform all Services required by this Agreement.

17.2. All Services performed and materials supplied in the execution of this Agreement shall comply with applicable laws, standards, codes and regulations governing such materials, items and work. All material is guaranteed to be as specified in the Scope of Work. Any alteration or deviation from the specifications, which involve extra costs, will be executed only by written order as specified in Section 2.2, which will specifically state the change in the specifications and the additional charges to be incurred.

17.3. Federal Law 29 CFR 1919.1220 (FED OSHA) and State Law, Title 8, California Code of Regulations (CCR) § 5194, established the "HAZARD Communication Standard" which requires that individuals (employees) working in an area where hazardous substances are being used are to be informed of any potential dangers associated with working in that area. If applicable to Contractor (see Attachment -A"), it is the responsibility of Contractor to read and acknowledge receipt of District's information packet before the start of any scheduled Services. Furthermore, all applicable information regarding hazardous substances and conditions must be made available to all Contractor employees.

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

**BEAUMONT CHERRY VALLEY WATER DISTRICT**

(Signature) \_\_\_\_\_  
Anthony Lara  
Interim General Manager

(Contractor – Firm Name) \_\_\_\_\_ MIDORI GARDENS \_\_\_\_\_

By (Name) \_\_\_\_\_ Naga Hamamoto \_\_\_\_\_

(Title) \_\_\_\_\_ President \_\_\_\_\_

(Signature) \_\_\_\_\_

Attachments: Attachment A: Scope of Work  
Attachment B: Proposal for Schedule of Services

**ATTACHMENT A**

**SCOPE OF WORK**

## SECTION 1: SCOPE OF WORK

FOR

### LANDSCAPE MAINTENANCE SERVICES

The Beaumont Cherry Valley Water District has several facilities located around its service area that require various degrees of landscape maintenance. In the past most of this work was handled either by District staff or on an “as needed basis” from our current contractor. The District has decided that all of the landscape maintenance should be handled by a single contractor under a single contract. This scope of work will provide the landscape contractor with an understanding of what each of the District’s site work requirements are and a time frame for completing these tasks.

The District’s Point of Contact is:

Steve Gratwick  
Project Manager  
Parsons  
Email: [stephen.gratwick@parsons.com](mailto:stephen.gratwick@parsons.com)  
(626) 440-6024

A non-mandatory Pre-Proposal Conference and Site Walk will be conducted by the District to acquaint potential Bidders with existing conditions at each of the sites. Attendees to the Pre-Proposal Conference and Site Walk will meet at 10:00 am on **November 24, 2010** at the District’s main office at 560 Magnolia Avenue, City of Beaumont.

The District has sixteen (16) sites that are listed below. Each of these sites has various tasks that must be performed during the periods that are listed with each site.

Contractor shall furnish all labor, materials, tools, equipment, and any other resources necessary for:

1. Irrigation system care and adjustments;
2. Lawn care;
3. Shrub, vine, and ground cover care and trimming;
4. Tree care and pruning;
  - a. All trees shall be shaped and provide proper clearance for vehicles and sightline.
5. Clean-up;
6. Weed control; Only State Certified personnel shall be allowed to spray weeds.
7. Fertilizing, insecticides, and herbicides, with cost of materials included;
8. Hauling and disposal.

Further, the following work and provision of the following materials will constitute Extra Services under the Landscape Maintenance Services Agreement:

1. Irrigation repairs, parts and labor (piping 2” and larger)
2. Plant replacement: replacing 1-gallon, 5-gallon, 15-gallon and 24” box size plants.
3. Tree trimming
4. Mulch replenishment.
5. These and all other extra work and materials shall be approved by the Beaumont Cherry Valley Water District prior to providing the services or materials.

All work must be completed within the given time frame for contractor to receive payment for services. Further, work that is missed must be completed within three days of contractor being notified that work was missed.

**THERE SHALL BE NO PRE-EMERGENT USED ON DISTRICT FACILITIES.**

**Site #1 - Recharge Ponds and Recreation Facility - 39451 Cherry Valley Boulevard**

Note: Contractor shall not use any chemical weed killer solution for weed control on pond slopes, walkway paths, and surrounding areas.

Work Schedule: Daily.

- Task 1 – Clean trash cans and dog disposal stations.
- Task 2 – Clean picnic areas of litter.
- Task 3 – Litter removal.

Work Schedule: Weekly.

- Task 1 - Cut and edge turf.
- Task 2 – Remove weeds from slopes of ponds.
- Task 3 – Clear weeds in landscape and picnic areas.
- Task 4 – Maintain gravel paths and turn-around areas.

Work Schedule: Monthly.

- Task 1 – Keep walkways clear. Trim ground cover to both sides of edge of walkway.
- Task 2 – Maintain proper irrigation operation.
- Task 3 – Keep ditches, V-ditches free and clear of debris.
- Task 4 – Keep under-drains free and clear of debris.

Work Schedule: Quarterly: March, May, July, and September.

- Task 1 – Fertilize turf areas.
- Task 2 – Check and/or restake trees as needed.

Work Schedule: Semiannual: March, and September.

- Task 1 – Trim bushes/shrubs within recreational facility and along Beaumont Avenue adjacent to the recharge ponds facility.

**Site # 2 - 2650 Zone Reservoir - 37628 Cherry Valley Boulevard**

Work Schedule: Monthly.

- Task 1 – Maintain proper irrigation operation.
- Task 2 – Keep V-Ditches free and clear of debris.
- Task 3 – Litter removal.

Work Schedule: Quarterly: March, May, July, and September.

- Task 1 - Cut grass and weeds on top and slopes of reservoir.
- Task 2 – Spray for weeds around trees along east and south fence lines.
- Task 3 – Trim around vaults and manholes.
- Task 4 - Cut weeds one foot back both sides of access road to top of tank.
- Task 5 - Cut weeds inside and five (5) feet back from outside of perimeter fence, except along west fence line.
- Task 6 – Check and/or restake trees as needed.

**Site #3 - 2800 Zone Recycled Water Tank - 39500 Grand Avenue**

Work Schedule: Quarterly: March, May, July, and September.

- Task 1 – Clear and spray for weeds inside fenced area of tank site.
- Task 2 – Keep V-Ditches free and clear of debris.
- Task 3 - Keep under drain inlets free and clear of debris.

**Site #4 - Vineland Tanks - 39657 Vineland Avenue**

Work Schedule: Monthly.

- Task 1 – Maintain proper irrigation operation.

Work Schedule: Quarterly: March, May, July, and September.

- Task 1 – Clear and spray for weeds inside fenced area of tank site.
- Task 2 – Keep under drain inlets free and clear of debris.
- Task 3 – Keep V-Ditches free and clear of debris.
- Task 4 – Clear and spray for weeds ten (10) feet from outside of north and east fence lines.
- Task 5 – Check and/or restake trees as needed.

**Site #5 – Cherry Tanks - 11083 Cherry Avenue**

Work Schedule: Quarterly: March, May, July, and September.

- Task 1 – Clear and spray for weeds inside fenced area of tank site.
- Task 2 – Keep under drain inlets free and clear of debris.
- Task 3 – Check and/or restake trees as needed.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim hedge and bamboo along inside of south fence line.

**Site #6 – 12<sup>th</sup> Street and Palm Avenue Operations Center - 815 12<sup>th</sup> Street**

Work Schedule: Weekly.

Task 1 - Cut and edge turf.

Task 2 – Blow entrance driveway along 12<sup>th</sup> Street.

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Fertilize turf areas.

Task 2 – Clear and spray for weeds inside fenced area of site.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim hedge, both sides of fence along east, north, and west fence lines.

Task 2 – Trim hedge along inside of south fence line.

**Site #7 – Well No. 2 - 1185 Michigan Avenue**

Work Schedule: Weekly.

Task 1 - Cut and edge turf.

Task 2 – Blow entrance driveway along Michigan Avenue.

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Fertilize turf areas.

Task 2 – Clear and spray for weeds inside fenced area of site.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim hedge, both sides of fence along east, north, and west fence line.

Task 2 – Trim hedge along inside of south fence line.

**Site #8 – Well No. 3 - 1153 Michigan Avenue**

Work Schedule: Weekly.

Task 1 - Cut and edge turf.

Task 2 – Blow entrance driveway along Michigan Avenue.

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Fertilize turf areas.

Task 2 – Clear and spray for weeds inside fenced area of site.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim hedge, both sides of fence along east fence line.

Task 2 – Trim hedge along inside of north fence line.

**Site #9 – Well No. 16 - 39636 Vineland Avenue**

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Task 2 – Litter removal.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Clear and spray for weeds inside fenced area of site.

Task 2 - Clear and spray for weeds outside of easterly fence line to access road.

Task 3 – Check and/or restake trees as needed.

**Site #10 – Well No. 22 - 980 Oak Valley Parkway**

Work Schedule: Weekly.

Task 1 - Cut and edge turf.

Task 2 – Blow entrance driveway along Oak Valley Parkway.

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Task 2 – Litter removal.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Fertilize turf areas.

Task 2 – Clear and spray for weeds inside fenced area of site.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim hedge, both sides of fence along south, west, and east fence line.

Task 2 – Trim hedge along inside and along top of block wall of north fence line.

**Site #11 – Well No. 23 and Maintenance Building - 39500 Brookside Avenue**

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Task 2 – Litter removal.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Clear and spray for weeds inside fenced area of site.

Task 2 – Clear and spray for weeds outside of fenced area within landscape area and to right-of-way of Brookside Avenue.

Task 3 – Clear and spray for weeds around District maintenance building to bottom of slope and minimum 50 feet behind building.

Task 4 – Check and/or restake trees as needed.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim vines along chain link fence. Shape per Owner’s instructions.

Task 2 – Trim bushes/shrubs.

**Site #12 – Well No. 24 - 38001 Brookside Avenue**

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Task 2 – Litter removal.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Clear and spray for weeds inside fenced area of site.

Task 2 - Clear and spray for weeds outside north fence along Brookside Avenue.

Task 3 – Check and/or restake trees inside fenced area and outside of fence along Brookside Avenue.

**Site #13 – Well No. 25 - 1415 Starlight Avenue**

Work Schedule: Weekly.

Task 1 – Blow entrance driveway along Starlight Avenue.

Work Schedule: Monthly.

Task 2 – Litter removal.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Clear and spray for weeds inside fenced area of site.

**Site #14 – Well No. 26 - 1091 Carnation Lane**

Work Schedule: Weekly.

Task 1 - Cut and edge turf.

Task 2 – Blow entrance driveway along Carnation Lane.

Task 3 – Blow access road.

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Task 2 – Litter removal.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Fertilize turf areas.

Task 2 – Keep under drain inlets free and clear of debris.

Task 3 – Clean and spray for weeds outside of fence at well site entrance.

Task 4 – Clear and spray for weeds inside block wall area of site.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim bushes/shrubs.

**Site #15 – Well No. 29 - 37251 Cherry Valley Boulevard**

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Clear and spray for weeds inside fenced area of site.

Task 2 – Keep under drain inlet free and clear of debris.

Note: Cattle roam freely. Ensure gate along Cherry Valley Blvd. is closed and locked.

**Site #16 – District Headquarters - 560 Magnolia Avenue**

Work Schedule: Monthly.

Task 1 – Maintain proper irrigation operation.

Work Schedule: Quarterly: March, May, July, and September.

Task 1 – Clear and spray for weeds in planter areas and around site.

Work Schedule: Semiannual: March, and September.

Task 1 – Trim bushes/shrubs.

**General Description of Services:**

(1) Irrigation system care:

A. Every month, check all drip irrigation for leaks, clogs, sticking valves, while system is running.

B. Every quarter, check and clean all drip filters.

C. Every quarter or more often, reset controller schedule for seasonal conditions. As plants mature, adjust schedule for decreased water needs.

D. Bubblers for trees in lawn areas may not be needed as trees grow.

(2) Turf care:

A. Mow and edge weekly.

B. Fertilize every 120 days during growing season.

C. Control weeds weekly.

(3) Shrub and ground cover care:

A. Fertilize every three months with balanced fertilizer until shrubs and ground covers fill in.

B. Plants that die or lose more than 30% of their original leaves shall be replaced within 7 days. Replacement plants will be paid as an extra.

C. Do not shear shrubs.

D. Trim ornamental grasses annually.

(4) Tree care:

A. Stakes for trees shall be checked and removed when the tree is self-supporting. Adjust tree ties and stakes as needed for proper support

B. Trees, which die or lose more than 30% of their original leaves, shall be replaced within 7 days. Notify owner as to cause of decline. Replacement of trees will be paid as an extra.

C. Trimming of trees in all areas shall be on a as need basis. No topping is allowed. Trimming of trees will be paid as an extra.

(5) Clean-up:

A. All litter shall be removed weekly.

B. The entire project site shall be maintained in a neat and presentable condition.

(6) Weed Control:

A. Contractor will remove weeds in the course of performing other tasks listed above as they area found.

B. Areas of note are the lawn area, planter and shrub areas, and all areas that face streets.

(7) Fertilizers, insecticides:

Fertilize turf and shrub areas with balanced fertilizer. Do not fertilize ornamental grasses.

Contractor is responsible for detecting turf and plant diseases and pests as soon as their presence is manifested. Contractor shall take immediate action to identify the disease and/or pest and apply such remedies as are necessary to control the problem. Contractor shall remove all rodents, taking control measures immediately upon discovery.

(8) Hauling and disposal:

A. All trimmings and debris shall be removed from the site and disposed of by the contractor.

Additionally, contractor will furnish to the District a schedule for the year and the dates that the contractor will perform all work as listed in this scope of work. If the contractor wishes to adjust schedule they must do so in writing and by calling the District to inform them of new dates and times.

**ATTACHMENT B**

**PROPOSAL FOR SCHEDULE OF SERVICES**

**SECTION 3**  
**PROPOSAL**  
**FOR**  
**LANDSCAPE MAINTENANCE SERVICES**

Beaumont Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, California 92223

The undersigned Contractor submits the following Proposal for calendar year 2011 Landscape Maintenance Services after carefully examining the Request for Proposal ("RFP"). The contract term will be for a period of two years from the date of a signed Agreement. Contractor proposes and agrees to furnish all labor, materials, equipment, tools, transportation and other resources necessary to perform the services described in the Scope of Work, Section 1 to this RFP ("Services"), for the Beaumont Cherry Valley Water District ("Owner") during the term of the Landscape Maintenance Services Agreement ("Agreement") to be awarded pursuant to this RFP.

For Contractor's performance of the Services, Contractor proposes the following costs:

- (1) A fixed "not to exceed" cost for the first month of Services are provided, which shall cover Services for every BCVWD site indentified in the Scope of Work, irrespective of which month the Services commence, and shall include Contractor's nonrecurring startup costs for extra work and materials required to get the sites current and initiate the scheduled maintenance described in the Scope of Work.
  - Cost for Initial Month of Services: \$ 9,000.00
  
- (2) A fixed monthly "not to exceed" cost for all Services required during the months of January, February, April, June, August, October, November, and December as described in the Scope of Work. This proposed cost is for a single month of the Services so described.
  - Monthly Cost for January, February, April, June, August, October, November, and December Services: \$ 4,695.35

(3) A fixed monthly "not to exceed" cost for all Services required during the months of March and September, as described in the Scope of Work. This proposed cost is for a single month of the Services so described.

• Monthly Cost for March and September Services: \$ 8,568.47

(4) A fixed monthly "not to exceed" cost for all Services required during the months of May and July, as described in the Scope of Work. This proposed cost is for a single month of the Services so described.

• Monthly Cost for May and July Services: \$ 6,924.02

All amounts shall be invoiced to Owner as required in the Agreement, subject to the "not to exceed" amount stated in this Proposal.

Add. No. 2 TOTAL ANNUAL COST (Not Including Bid Item No. 1): \$ 68,547.78

THE CONTRACTOR UNDERSTANDS AND AGREES THAT:

1. All prices are to include sales tax and delivery of contractor furnished materials to the Sites.
2. The Contractor is responsible for all words and figures inserted in this proposal, and Owner will in no way be responsible for any errors or omissions in the preparation of this proposal.
3. Contractor should take note that this Proposal is a prevailing wage job and all costs must be in compliance with State Labor Code as listed in the Agreement.
4. If requested by the Owner, the Contractor shall furnish a notarized financial statement, references, and other information sufficiently comprehensive to permit an appraisal of its current financial condition.

NOW, THEREFORE, in compliance with the RFP and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, proposes to perform the Services for the prices set forth herein.

Contractor – Firm Name: Midori Gardens

Printed Name: Al Gamatero

Title: Controller

Signature:  Date: 12-8-10

Business Address: 3231 S. Main Street

Santa Ana, CA 92707



**Beaumont Cherry Valley Water District  
Regular Meeting of the  
Board of Directors  
January 12, 2011**

**Agenda Matter**

Settlement Request from Aim All Storage

**BACKGROUND**

Staff is currently in the process of reconciling developer files for projects that have been completed over the past ten years. As part of this process staff has issued invoices to collect outstanding funds owed to the district. While reviewing the file for Aim All Storage, staff determined that an engineering deposit was not collected to cover the costs associated with design review and approval, construction inspection and any other engineering costs arising out of the project.

The total amount owed to the district for engineering services related to the project mentioned above total \$38,604.72. The developer has requested a settlement for a reduced amount of \$20,000.00 (Attached).

**RECOMMENDATION**

Staff recommends that since the district has incurred the costs mentioned above, the Board of Directors deny the request for reduced settlement.

Aim All Storage  
859 Desert Lawn Drive  
Beaumont Ca. 92223

December 27, 2010

Beaumont Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, Ca. 92223

Board of Directors,

Aim All Storage I-10, LLC is offering a settlement in the amount of \$20,000.00 to clear the debt of invoice 7331.

Letter dated October 12, 2010 from the office of Beaumont Cherry Valley Water District states the amount owed on this invoice is \$ 38,640.72. In this letter the Water District claims these charges are for engineering cost dating back to the year 2006. Aim All Storage I-10, LLC opened for business in January 2008 and has been served by the water district since December 2007. The Beaumont Cherry Valley Water District first invoice for facility fees was not until September 2008, now 2 years and 11 months later the water district is invoicing again for facility fees, the delay in billing does not seem to be fair.

No deposit was required at the time Aim All Storage obtained our permits.

Aim All Storage installed a 24" main line on San Timoteo Canyon Road it measured 1,100 lineal feet also 16" water main on Desert Lawn Drive that was 2,700 lineal feet. Aim All Storage I-10, LLC went the extra mile and incurred extra expense's in putting in facilities for the district, which the customer is customarily reimbursed for over time, which Aim All Storage I-10, LLC had to absorb on its own. The 16" pipe material \$ 392,019.96 and the 24" cost was \$387,969.00 for a total of \$779,988.96

Total reimbursement from Beaumont Cherry Valley Water District was \$40,000.00 for the material.

Aim All Storage I-10, LLC feels in light of the circumstances the equitable solution is for the district to discount its 2006 invoice of engineering fees.

We respectfully request that this offer is presented to your Board of Directors at your next meeting on January 12, 2011

Michael Giurbino

**AGREEMENT  
REGARDING FURLOUGH PROGRAM**

This Agreement is entered into effective Monday, April 1, 2010 by and between Beaumont Cherry Valley Water District, hereinafter referred to as the "District", and the Beaumont Cherry Valley Water District Employees Association, hereinafter referred to as the "Association".

**RECITALS**

Whereas, the District and the Association entered into a Memorandum of Understanding (hereafter "MOU") which sets forth a termination of December 31, 2008. A copy of the MOU is attached hereto marked Exhibit "A"; and

Whereas, the parties subsequently entered into an agreement (hereafter "Extension Agreement") effective December 16, 2009 which extended the termination date to June 30, 2010. A copy of the Extension Agreement is attached hereto marked Exhibit "B";

NOW, THEREFORE, the parties agree to the following:

1. Effective April 12, 2010, and terminating December 31, 2011. The implementation of a Furlough Program is implemented is defined as follows.

Normal Work Day: The Normal Work day is nine and one half (9.5) hours of work plus an unpaid one half (0.5) hour lunch break followed by fourteen (14) hours of rest for all employees;

Overtime: Employees shall be compensated at the rate of time and one half their standard hourly rate for all hours worked in excess of forty (40) in a normal work week. Employees shall be compensated at their normal rate of pay for the first two (2) hours of overtime in a regular work week, which will equal forty (40) hours of straight time. Employees working more than twelve (12) consecutive hours shall be compensated at twice their normal rate of pay for all hours worked in excess of twelve (12) consecutive hours;

Paid Time Off: Vacation and Sick leave will be charged at the rate of nine and one half (9.5) hours per day unless stated otherwise on the employee time sheet.

2. Notwithstanding anything to the contrary in the MOU, the terms of this Agreement shall supersede the MOU.

BEAUMONT CHERRY VALLEY WATER DISTRICT:

By: \_\_\_\_\_  
Dr. Blair Ball, President

\_\_\_\_\_  
Anthony Lara, Interim General Manager

BEAUMONT CHERRY VALLEY WATER DISTRICT EMPLOYEES ASSOCIATION:

By: EMPLOYEE REPRESENTATIVES:

---

---

---

**RESOLUTION 2011-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT  
COMMENDING DIRECTOR PARKS  
FOR HER YEARS OF DEDICATED SERVICE AS A DIRECTOR**

**WHEREAS**, the Beaumont Cherry Valley Water District is a public agency pursuant to the California State Water Code commencing at 20500, and

**WHEREAS**, the Board of Directors of the District are elected from the registered voters that reside in the District, and

**WHEREAS**, Directors of the Board are required to give considerable personal time to perform in the position of Director, and

**WHEREAS**, Stella Parks dedicated herself to service in the position of Director on the Board of Directors since 2002, and

**WHEREAS**, through Mrs. PARKS' diligence and guidance in working with other Directors and employees of the Beaumont Cherry Valley Water District, the water system was upgraded to the benefit of the community, and

**WHEREAS**, the improvements made to the Beaumont Cherry Valley water system during Mrs. Parks. tenure will serve the community for many decades to come, and

**WHEREAS**, the Board of Directors wishes to commend Mrs. Parks for her years of dedicated service to the Beaumont Cherry Valley Water District and her dedication to the community in which she has served.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Beaumont Cherry Valley Water District desires by this Resolution to commend Mrs. Parks and does hereby pay tribute to her for her dedicated service to the Board of Directors and employees of the Water District, as well as to the people of the Beaumont-Cherry Valley area.

**ADOPTED**, This 12 day of January, 2011

ATTEST:

\_\_\_\_\_  
Dr. Blair Ball, President of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

\_\_\_\_\_  
Kenneth Ross, Secretary to the  
Board of Directors of the  
Beaumont Cherry Valley Water District

**RESOLUTION 2011-02**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE BEAUMONT CHERRY VALLEY WATER DISTRICT  
COMMENDING DIRECTOR HALLIWILL  
FOR HIS TIME OF DEDICATED SERVICE AS A DIRECTOR**

**WHEREAS**, the Beaumont Cherry Valley Water District is a public agency pursuant to the California State Water Code commencing at 20500, and

**WHEREAS**, the Board of Directors of the District are elected from the registered voters that reside in the District, and

**WHEREAS**, Directors of the Board are required to give considerable personal time to perform in the position of Director, and

**WHEREAS**, John Halliwill dedicated himself to service in the position of Director on the Board of Directors since March 2010, and

**WHEREAS**, through Mr. Halliwill diligence and guidance in working with other Directors and employees of the Beaumont Cherry Valley Water District, the water system was upgraded to the benefit of the community, and

**WHEREAS**, the improvements made to the Beaumont Cherry Valley water system during Mr. Halliwill's tenure will serve the community for many decades to come, and

**WHEREAS**, the Board of Directors wishes to commend Mr. Halliwill for his time of dedicated service to the Beaumont Cherry Valley Water District and his dedication to the community in which he has served.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Beaumont Cherry Valley Water District desires by this Resolution to commend Mr. Halliwill and does hereby pay tribute to him for his dedicated service to the Board of Directors and employees of the Water District, as well as to the people of the Beaumont-Cherry Valley area.

**ADOPTED**, This 12 day of January, 2011

ATTEST:

\_\_\_\_\_  
Dr. Blair Ball, President of the  
Board of Directors of the  
Beaumont Cherry Valley Water District

\_\_\_\_\_  
Kenneth Ross, Secretary to the  
Board of Directors of the  
Beaumont Cherry Valley Water District



**Beaumont Cherry Valley Water District  
Regular Meeting of the  
Board of Directors  
January 12, 2011**

**BACKGROUND**

At the regular board meeting of November 10, 2010, the Board of Directors approved a Will Serve letter to be issued to the Beaumont Unified School District (School District). The will serve letter was issued in accordance with District Policies in order to begin annexation proceedings for the two parcels intended for the School District's administration building and athletic complex.

Part of the annexation application to LAFCO is the Plan of Services (attached) which describes the services to be provided to the property by the District and the City of Beaumont and must be approved by the agencies prior to moving forward.

**FISCAL IMPACT**

None, all expenses related to this project shall be paid by the applicant.

**RECOMMENDATION**

That the Board of Directors approve and authorize the Interim General Manager to execute the attached Plan of Services.

Plan for the Provision of Public Services for the  
Annexation of the Proposed Beaumont Unified  
School District Sports Complex and  
Administration Center into the City of  
Beaumont and the Beaumont-Cherry Valley  
Water District Service Area

September 2010

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## **Plan of Services Approval by the City of Beaumont**

Approved by the City of Beaumont as to the Provision of Services by the City.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
Alan C. Kapanicas  
City Manager

## **Plan of Services Approval by the Beaumont–Cherry Valley Water District**

Approved by the Beaumont–Cherry Valley Water District as to the Provision of Services by the Water District.

---

(date)

---

Anthony Lara  
Interim General Manager

## **I. INTRODUCTION**

This document is part of the application from the City of Beaumont to the Riverside County Local Agency Formation Commission (LAFCO) for the annexation of two parcels of land intended for the development of Beaumont Unified School District's (BUSD) sports complex and administration center.

LAFCO uses a plan of services to evaluate the ability of an agency to provide services in a cost-effective manner and the benefit to be received by the area relative to alternative public agency frameworks.

To accommodate the proposed uses, the subject property will have to be annexed into the City of Beaumont and into the Beaumont-Cherry Valley Water District (hereinafter "Water District"). The Plan of Services describes the services that both the City and the Water District would provide.

### **A. Requested Action**

To accommodate the proposed use as a sports complex and administration center, LAFCO would have to approve a series of actions, all of which are part of the single application:

1. Detach the subject property from the Cherry Valley Unincorporated Community.
2. Detach the subject property from the Riverside County Waste Resources Management District.
3. Amend the City's Sphere of Influence to include the subject property.
4. Annex the subject property into the City.
5. Annex the subject property into the Water District.

### **B. Site Description**

The subject property is on the northwest corner of Brookside Avenue and Mountain View Avenue, immediately west of Beaumont High School. The high school is entirely within the City of Beaumont, but the 40.5-acre subject property is in unincorporated Riverside County, outside of Beaumont's sphere of influence. Figure 1 shows the subject property's general location and Figure 2 shows the boundaries of the subject property.

The subject property is rectangular and encompasses approximately 40.5 acres. The center portion of the site is undeveloped and was previously used as a borrow pit for gravel and sand. The BUSD maintenance and operations department is on the western side of the subject property at 38900 Brookside Avenue. The subject property constitutes parcels identified as Assessor's Parcel Numbers (APNs) 405-240-003/004. The subject property, for purposes of annexation into the City of Beaumont and the Water District, also includes the portions of the rights-of-way for Brookside and Mountain View avenues adjacent to the two parcels, from the centerline to the edge of the parcels. The portions of the two rights-of-way on the opposite side of the centerline are already within the boundaries of the City and the Water District.

The City of Beaumont currently encompasses about 26 square miles of land area. The subject property, at approximately 40.5 acres, represents a 0.24 percent increase in the geographical size of the City.

### **C. Project Description**

The Beaumont Unified School District proposes to develop the district-owned 38-acre property with a new administration facility and sports complex. The BUSD proposes to utilize approximately 34.5 acres for the development of a sports complex, including a stadium and additional sports fields. The new stadium will host football games and other sporting events currently held at the existing sports stadium at the old high school at 1591 Cherry Avenue in Beaumont. With approximately 5,000 seats, the new stadium would have about twice the seating capacity of the old stadium.

On the remaining 3.5 acres, the BUSD proposes to replace the existing maintenance facility with a new administration center, including a maintenance and operations facility. Approximately 55 BUSD employees would be relocated to this new facility from various satellite sites. Figure 3 shows the proposed site plan.

### **D. Existing Plan and Zoning**

Riverside County currently has jurisdiction over the general plan and zoning designations for the subject property.

The current Riverside General Plan designates the subject property and the parcels to its north and west as RC-VLDR, very low-density residential. The parcels to the south and east of the subject property are located in the City of Beaumont. The City's General Plan designates the parcels to the south as single-family residential and the parcels to the east (the high school site) as public facilities.

The current Riverside County Zoning Ordinance designates the subject property as A-1-1, light agriculture. The ordinance also designates as A-1-1 the parcels to the east and north of the subject property, with the exception of the two eastern-most parcels on the north side of the subject property; these are designated as R-A-1, residential agriculture. The City's Zoning Ordinance currently includes the parcels to the south of the subject property in a specific plan and designates the parcels to the east as public facilities. The City has prezoned the subject property as PF, public facilities.

Figure 4 shows the existing general plan designations for the subject property and adjacent parcels and Figure 5 shows the current zoning districts.

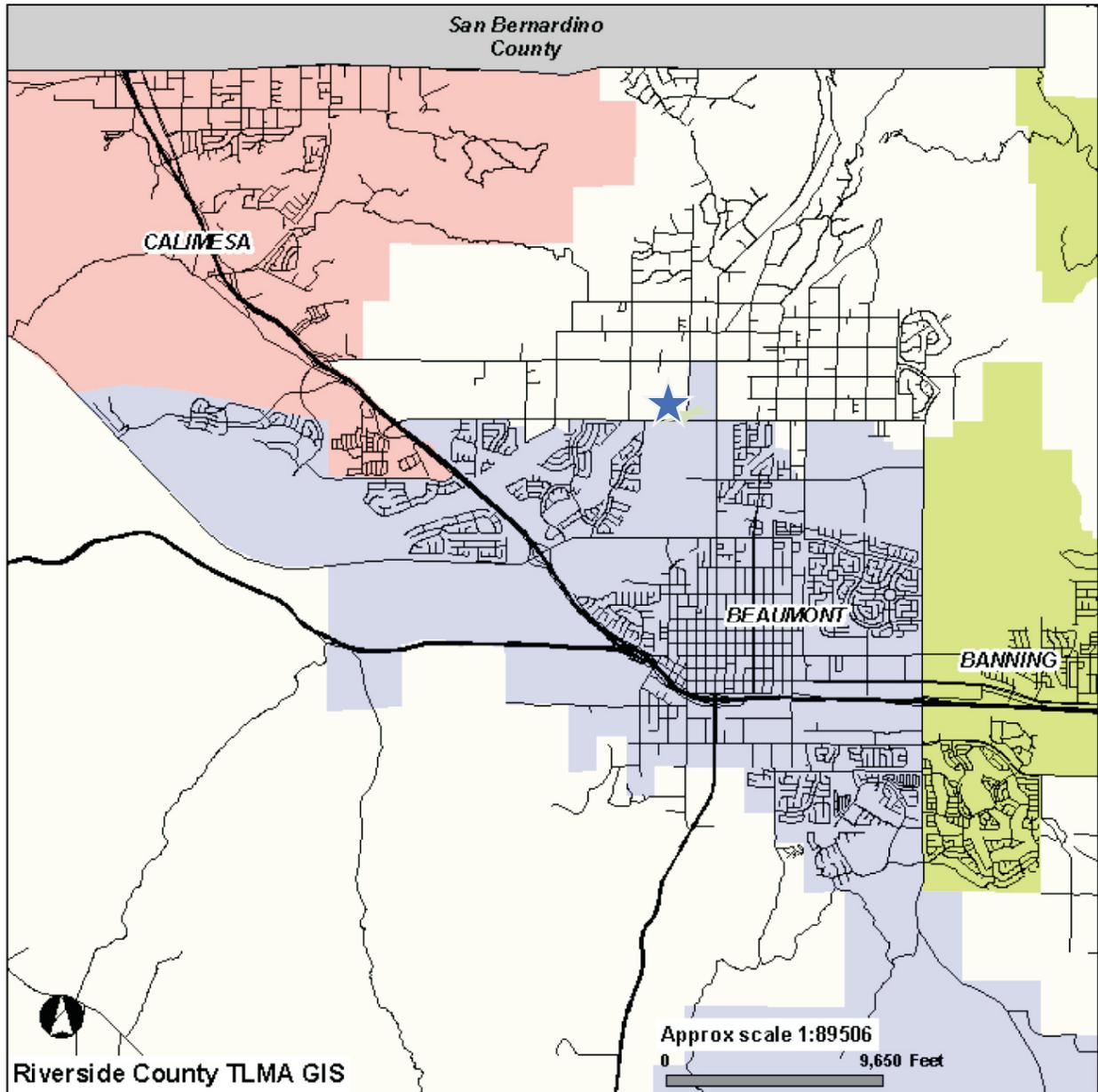
### **E. Implications for Service Provision**

The proposed annexations differ from conventional annexations for new development.

First, BUSD already owns the property, and it is exempt from paying property taxes. There will be no loss or gain of property tax revenues for any taxing entities.

Second, the proposed development is part of the BUSD's larger project to replace the former high school with a new and larger high school. The proposed project thus represents, not a completely new demand for services, but a slowly increasing demand for services above what was previously provided for the high school and the BUSD's operations.

Figure 1. Regional Location



**LEGEND**

HIGHWAYS  
 CALIMESA

STREETS  
 Project Site

BANNING

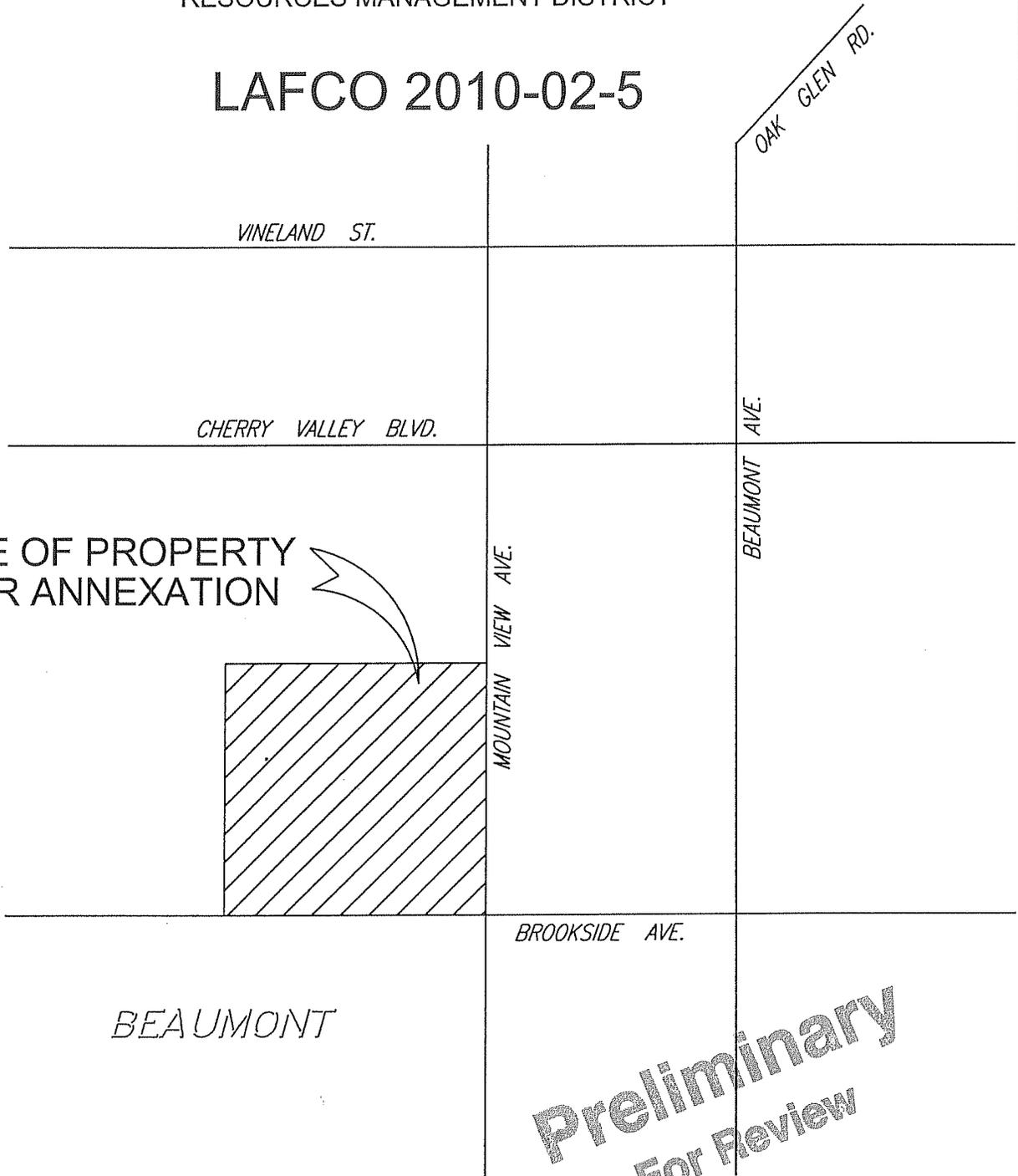
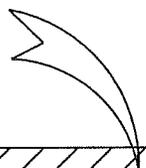
BEAUMONT

**EXHIBIT A**  
 REORGANIZATION TO INCLUDE ANNEXATION 2 TO THE CITY OF BEAUMONT  
 AND CONCURRENT DETACHMENT FROM THE RIVERSIDE COUNTY WASTE  
 RESOURCES MANAGEMENT DISTRICT

**LAFCO 2010-02-5**



**SITE OF PROPERTY  
 FOR ANNEXATION**



**Preliminary  
 For Review**

**VICINITY MAP**

NO SCALE  
 THOMAS BROS. M.B. PG. 690, H5



Prepared by HILLWIG-GOODROW, INC.:  
 31407 Outer Hwy. 10, Redlands, CA 92373  
*Alan C. Hillwig* 8/26/10  
 ALAN C. HILLWIG, PLS 5137 DATE  
 LICENSE EXPIRES: 6-30-11 (888) 626-5137

SCALE: N.T.S.
FILE NO.: 228-077
DATE: AUG. 26, 2010
SHEET <u>1</u> OF <u>2</u>

# EXHIBIT A

REORGANIZATION TO INCLUDE ANNEXATION 2 TO THE CITY OF BEAUMONT  
AND CONCURRENT DETACHMENT FROM THE RIVERSIDE COUNTY WASTE  
RESOURCES MANAGEMENT DISTRICT

LOT 2

LAFCO 2010-02-5

S89°46'11"E 1320.01'

LOT 1

R.S. 13/52

BLOCK 9

CHERRY VALLEY WEST ADDITION

MB 6/36

30'

N01°28'18"E 1322.10'



LOT 7

APN 405-240-003

N01°28'18"E

LOT 8

APN 405-240-004

N01°28'18"E 1321.90'

MOUNTAIN VIEW AVENUE

**Preliminary  
For Review**

— ANNEXATION BOUNDARY  
- - - EXISTING CITY BOUNDARY

☉ BROOKSIDE AVENUE

30'

30'

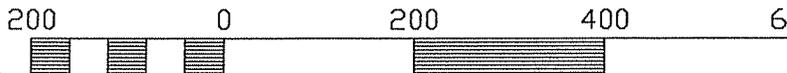
28

27  
POB

N89°46'43"W 1320.01'

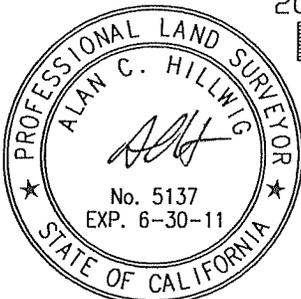
33

34



Scale: 1" = 200'

T. 2 S., R. 1 W.



Prepared by HILLWIG-GOODROW, INC.:  
31407 Outer Hwy. 10, Redlands, CA 92373

*Alan C. Hillwig* 8/26/10  
ALAN C. HILLWIG, PLS 5137 DATE  
LICENSE EXPIRES: 6-30-11 (888) 626-5137

SCALE: 1" = 200'

FILE NO.: 228-077

DATE: AUG. 26, 2010

SHEET 2 OF 2

# EXHIBIT A

## REORGANIZATION TO INCLUDE ANNEXATION 2 TO THE CITY OF BEAUMONT AND CONCURRENT DETACHMENT FROM THE RIVERSIDE COUNTY WASTE RESOURCES MANAGEMENT DISTRICT

### LAFCO 2010-02-5

*A PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED MORE PARTICULARLY AS FOLLOWS:*

*BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 28, SAID CORNER BEING ON THE EXISTING BOUNDARY OF THE CITY OF BEAUMONT AND THE CENTERLINE INTERSECTION OF BROOKSIDE AVENUE AND MOUNTAIN VIEW AVENUE, AS SHOWN ON THE MAP OF THE CHERRY VALLEY WEST ADDITION, FILED IN MAP BOOK 6, PAGE 36, RECORDS OF SAID COUNTY;*

*THENCE NORTH 89°46'43" WEST ALONG THE CENTERLINE OF SAID BROOKSIDE AVENUE, A DISTANCE OF 1320.01 FEET, TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF LOT 7, BLOCK 9, OF SAID CHERRY VALLEY WEST ADDITION;*

*THENCE NORTH 01°28'18" EAST ALONG THE SOUTHERLY PROLONGATION AND WESTERLY LINE OF SAID LOT 7, A DISTANCE OF 1322.10 FEET, TO THE NORTHWEST CORNER OF SAID LOT 7;*

*THENCE SOUTH 89°46'11" EAST ALONG THE NORTHERLY LINE OF SAID LOT 7 AND NORTHERLY LINE OF LOT 8, BLOCK 9, OF SAID CHERRY VALLEY WEST ADDITION, AND ALONG THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 8, A DISTANCE OF 1320.01 FEET, TO THE CENTERLINE OF SAID MOUNTAIN VIEW AVENUE;*

*THENCE SOUTH 01°28'18" WEST ALONG THE CENTERLINE OF SAID MOUNTAIN VIEW AVENUE, A DISTANCE OF 1321.90 FEET, TO THE POINT OF BEGINNING.*

*AREA = 40.05 ACRES, MORE OR LESS*

**Preliminary  
For Review**



Prepared by HILLWIG-GOODROW, INC.:  
31407 Outer Hwy. 10, Redlands, CA 92373

ALAN C. HILLWIG, PLS 5137  
LICENSE EXPIRES: 6-30-11

DATE  
(888) 626-5137

SCALE: N/A

FILE NO.: 228-077

DATE: AUG. 26, 2010

SHEET 1 OF 1

CERTIFICATION FOR BOUNDARY DESCRIPTIONS

THE ATTACHED LEGAL DESCRIPTION AND SUPPORTING MAP(S) TITLED:

REORGANIZATION TO INCLUDE ANNEXATION 2 TO THE CITY OF BEAUMONT AND CONCURRENT  
DETACHMENT FROM THE RIVERSIDE COUNTY WASTE RESOURCES MANAGEMENT DISTRICT

ARE ACCURATE AND HAVE BEEN PREPARED IN COMPLIANCE WITH THE STANDARDS OF THE  
RIVERSIDE LOCAL AGENCY FORMATION COMMISSION AND THE STATE BOARD OF EQUALIZATION (SBE).  
IF ANY DEFECT IN THE ATTACHED IS FOUND WITHIN ONE YEAR OF FILING WITH THE STATE BOARD  
OF EQUALIZATION (SBE), OR, WITHIN ONE YEAR OF LAFCO APPROVAL FOR PROPOSALS WHICH DO  
NOT REQUIRE FILING WITH THE SBE, WE WILL MAKE ALL REQUIRED CORRECTIONS IN A TIMELY  
MANNER AT OUR OWN COST.

HILLWIG-GOODROW, INC.  
NAME OF FIRM

BY: Alan C. Hillwig  
ALAN C. HILLWIG

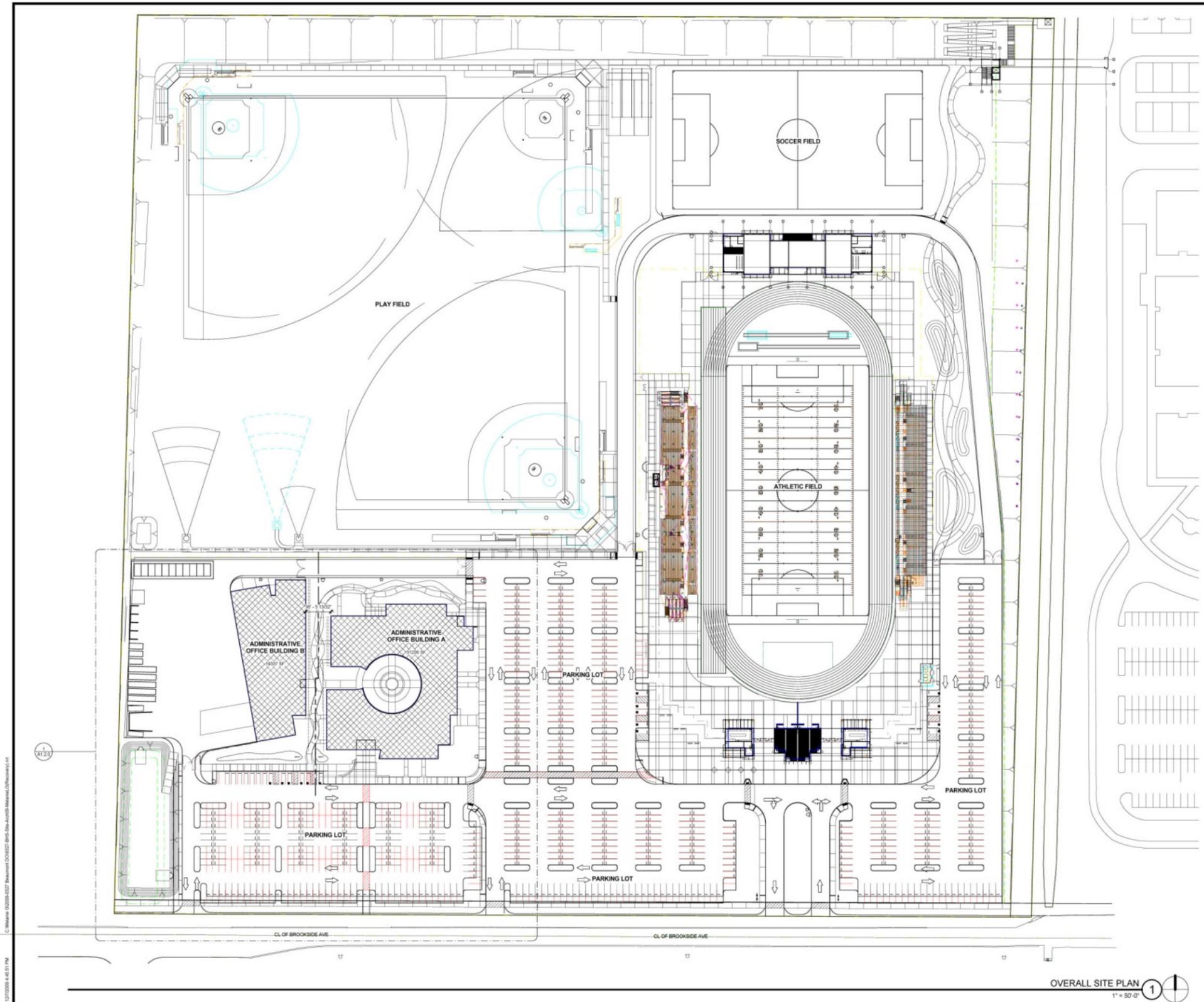
PRESIDENT / CEO  
TITLE

AUGUST 26, 2010  
DATE



**Preliminary  
For Review**

Figure 3. Proposed Site Plan



**NTD**  
ARCHITECTURE

955 Overland Court, Suite 100  
San Diego, California 92173  
619.444.2145

www.ntd.com

San Diego • Los Angeles • Auburn • Visalia • Salinas • Phoenix • Tucson

REVISIONS

SEAL

AGENCY REVIEW

IDENTIFICATION STAMP  
DIVISION OF THE STATE ARCHITECT  
OFFICE OF REGULATION SERVICES

APPL # \_\_\_\_\_

AC \_\_\_\_\_ FLS \_\_\_\_\_ SS \_\_\_\_\_

DATE \_\_\_\_\_

PROJECT: BEAUMONT UNIFIED SCHOOL DISTRICT  
EDUCATION SUPPORT  
FACILITIES

DRAWING TITLE

OVERALL SITE PLAN

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
			Author	2009-0327-00
			Checked by	
			Checker	12/04/09
			DRAWING NO.	

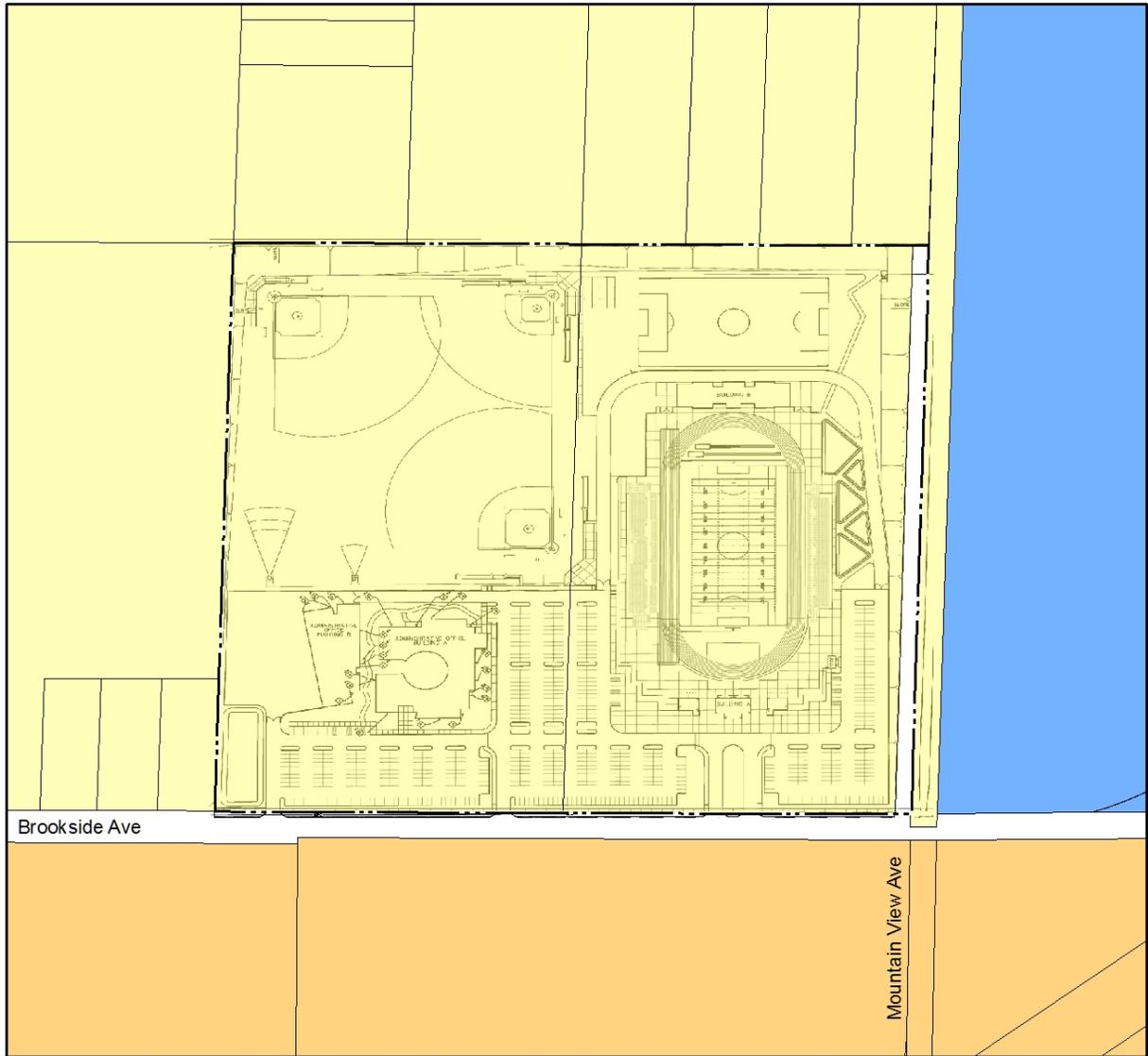
A1.1.0

OVERALL SITE PLAN

1" = 50'-0"



Figure 4. Current General Plan Designations



-  Project Boundary
- Riverside County General Plan
-  RC-VLDR
- City of Beaumont General Plan
-  Single-Family Residential
-  Public Facilities

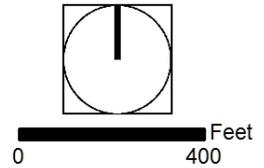
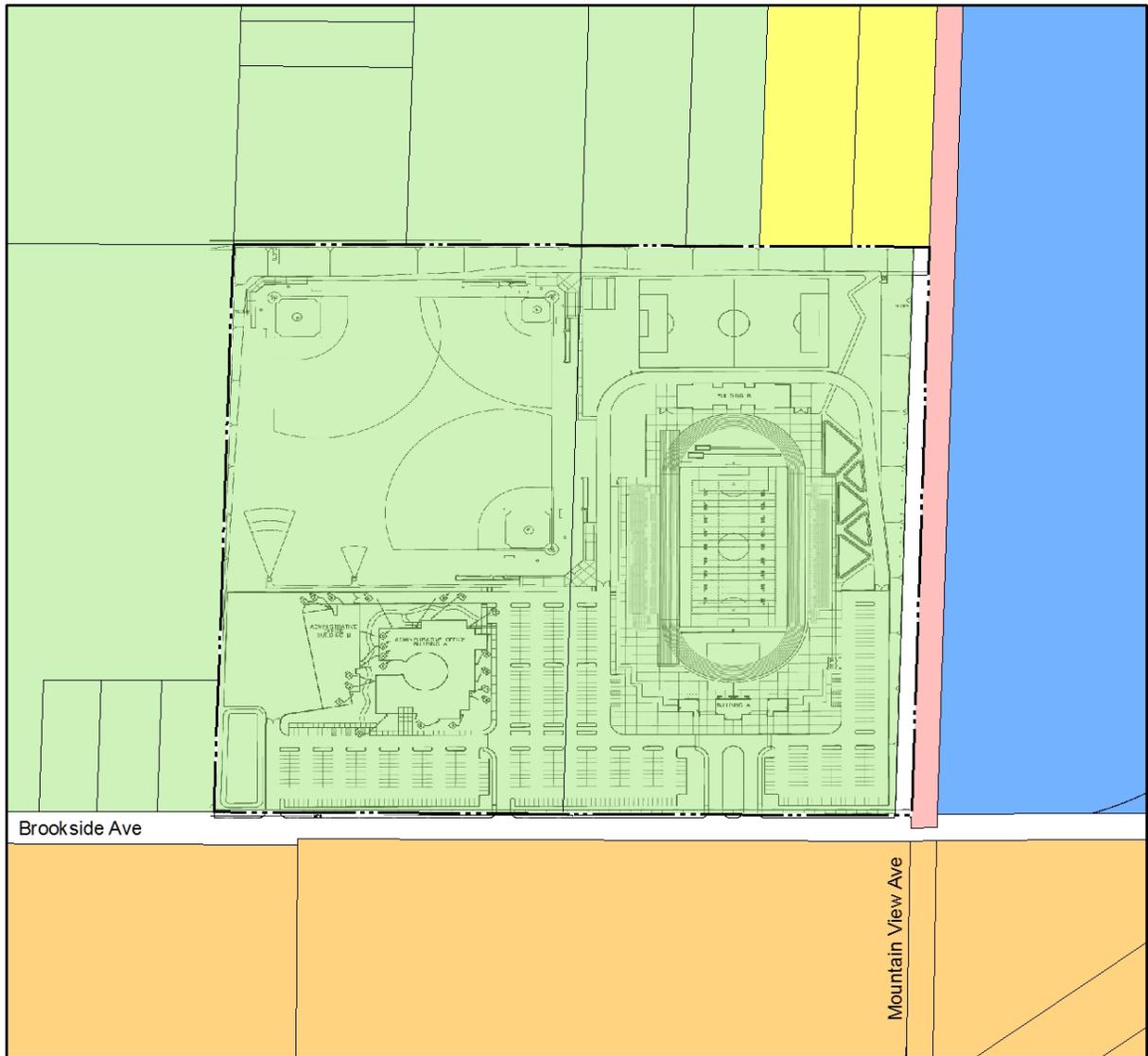


Figure 5. Current Zoning Districts



Project Boundary

Riverside County Zoning

A-1-1

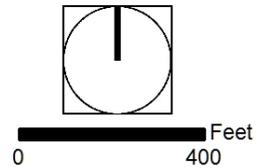
R-A-1

C-1/C-P

City of Beaumont Zoning

SPA

PF



## II. CHANGES IN SERVICE PROVISION

Figure 6 shows the current public service providers for the subject property and the responsible public service provider upon LAFCO's approval of the annexations and other requested actions. LAFCO uses the Plan of Services to determine whether the affected agencies have the capacity to provide necessary public services. It is not a fiscal analysis of the proposed project. Thus, the Plan of Services addresses only those services where the provider would change upon annexation.

The remainder of this section briefly describes the changes in service providers. Where the provider would change upon annexation, the discussions also assess the impact of the proposed annexation on the capacity of the new service providers to provide the necessary services.

**Figure 6. Current and Proposed Providers of Public Services**

<b>Service</b>	<b>Current Provider</b>	<b>Provider after Annexation</b>
Animal control	Riverside County Department of Animal Services	City of Beaumont Animal Care Services Department
Fire protection	Riverside County Fire Department	City of Beaumont (contract with Riverside County Fire Department)
Law enforcement	Riverside County Sheriff's Department	City of Beaumont Police Department
Library services	Beaumont Library District	Beaumont Library District
Parks and recreation	Beaumont-Cherry Valley Recreation and Park District	City of Beaumont and Beaumont-Cherry Valley Recreation and Park District
Roads and circulation	Riverside County Transportation Department	City of Beaumont
Solid waste	Riverside County Waste Management Resources Management District	City of Beaumont (contract with Waste Management, Inc.)
Stormwater drainage	Riverside County Flood Control and Water Conservation District	City of Beaumont and Riverside County Flood Control and Water Conservation District
Waste water collection and treatment	None	City of Beaumont
Water supply	None	Beaumont-Cherry Valley Water District

### A. Animal Control

The Riverside County Department of Animal Services currently provides animal control services for the subject property. These services include:

1. **Clinic Services:** spaying and neutering; vaccinations; low-cost rabies clinics; microchipping; quarantine of animals; euthanizing.
2. **Field Services:** stray, injured, and dead animal complaints; animal turn-in; cruelty investigations; barking dog complaints; leash law violations; rabies reports; bite reports and quarantines; potentially dangerous, dangerous, and vicious dog hearings; dog license inspection/collect fees; kennel license requests/inspections; emergency response and investigations; subpoenas for records.
3. **Shelter Services:** adoptions; animal turn-in; animal behavior classes; upkeep of impounded animals; and animal records.

Upon annexation, the City of Beaumont's Animal Care Services Department will provide animal control services for the subject property. The Department enforces state and local animal laws and regulations, including licensing of animals. When necessary, the Department utilizes the services of the Coachella Valley Animal Shelter, operated by Riverside County Animal Services, or the Ramona Humane Society in San Jacinto.

The proposed annexation would increase the City's size by 0.24 percent. In the fiscal year ended June 30, 2009 (FY09), the City spent \$274,565 on animal control. A 0.24 percent increase would equal \$659.

## **B. Fire Protection**

The Riverside County Fire Department currently provides fire protection services for the subject property. Upon annexation, the City of Beaumont would provide fire protection services through its contract with the Riverside County Fire Department. Thus, the capacity to provide fire protection services and the level of service would not change upon annexation, only the means of paying for the service.

These fire stations currently provide and, upon annexation, would continue to provide fire protection services for the subject property:

1. **Cherry Valley.** The closest fire station and first responder is Station #22, Cherry Valley Fire Station, approximately 1.5 miles away at 10055 Avenida Mira Villa, Cherry Valley. This station houses one Type 1 engine and one county medic engine.
2. **Beaumont.** The next closest station and second responder is Station 66, Beaumont City Fire Station, approximately 2.8 miles away at 628 Maple Street, Beaumont. This station houses two Type 1 engines, one rescue squad, one breathing support unit, and one 1,800-gallon water tender.
3. **Calimesa.** The next closest station and third responder is Station #22, Calimesa Fire Station, approximately 13 miles away at 906 Park Ave., Calimesa. This station houses one engine and one rescue squad.

As stated above, the facilities and personnel that provide fire protection services would not change with annexation. Based on the City's FY09 expenditures for fire protection, the increased land area could add \$2,797 to the cost to provide fire protection services. The actual costs will depend on the contract that the City negotiates with the Riverside County Fire Department.

## **C. Law Enforcement**

The Riverside County Sheriff's Department currently provides law enforcement services for the subject property. The department provides these services from the Cabazon Station, approximately 15.5 miles away at 50290 Main Street in Cabazon. This station serves the contract City of Calimesa, the unincorporated pass area around Beaumont and Banning, and the unincorporated areas of Cabazon, Cherry Valley, Poppet Flats, San Gorgonio, San Timoteo Canyon, Twin Pines, and Whitewater.

LAFCO's 2006 Municipal Services Review (MSR) for unincorporated areas indicated that this station had average response times of 8.08 minutes for priority one calls, 11.92 minutes for priority two, and 17.34 minutes for priority three. Riverside County's level of service standard for law enforcement calls for 1.2 full-time deputies per 1,000 residents, although the 2006 MSR found staffing to be 1 deputy per 1,000 residents.

Upon annexation, the City of Beaumont Police Department would provide law enforcement services for the subject property. The City's police department is approximately 2.7 miles away at 550 E. Sixth Street, Beaumont. The department currently has 57 full-time sworn deputies, about 1.7 per 1,000 residents. LAFCO's 2006 MSR found that the Department averaged approximately four minutes for all calls for service. With more sworn deputies per 1,000 population and lower average response times, the City of Beaumont should provide better law enforcement services for the subject property.

The old stadium, the old high school, and the new high school are in the City of Beaumont. The Beaumont Police Department currently staffs the High School Resource Officer Program. The resource officers use flex time on home football game days so they can be onsite for the football games. The BUSD pays for any extra officers that are needed. Thus, the primary use of the new sports complex—home football games—would not impose additional costs on the City's police department, even with the expansion in seating capacity.

#### **D. Library Services**

The Beaumont Library District currently provides library services for the subject property, and it would also be the service provider upon annexation. Because there is no change in service provider, the Plan of Services does not assess the provision of library services.

#### **E. Parks and Recreation**

The Beaumont-Cherry Valley Recreation and Park District currently provides park and recreation services for the subject property. This district provides services to most of the City of Beaumont, part of Calimesa, and surrounding unincorporated areas. This district operates the following facilities:

1. **Noble Creek Community Center and Park.** Approximately 60 acres and about 2 miles away at 38900 Oak Valley Parkway, Beaumont.
2. **The Grange Community Center.** Approximately 1 acre and about 1 mile away at 10478 Beaumont Avenue, Cherry Valley.
3. **The Woman's Club.** Approximately ½ acre in size and about 2.6 miles away, at 306 East 6th Street, Beaumont.

In addition to operating these facilities, this district provides numerous recreation programs and services, including: senior programs, special events, child care programs, field trips, summer camp, craft shows, theater groups, karate, yoga, dancing, music, gymnastics, dog obedience, movies, volleyball, remote control cars, and basketball.

Upon annexation, the Beaumont-Cherry Valley Recreation and Park District would continue to provide parks and recreation services for the subject property. In addition, the City of Beaumont's Community Services Department would also provide parks and recreation services for the subject property. The City operates the following recreation facilities:

1. **Beaumont Sports Park.** Approximately 25 acres with adult and youth soccer fields, little league baseball field, youth flag football fields, and restrooms. Located less than ½ mile away at the southeast corner of Brookside and Beaumont Avenues.
2. **Stewart Park.** Approximately 15 acres with community swimming pool, pavilion, and restrooms. Located about 2.5 miles away, between 8th and 11th Streets and Orange and Maple Avenues.

3. **Three Rings Ranch Community Park.** Approximately 7 acres with half-basketball court, baseball field, tot lot, and playground. Located about 2.8 miles away at Claiborne Avenue East and Brookside Lane.
4. **Oak Valley Community Park.** Approximately 6 acres, with two half-basketball courts, and a tot lot. Located about 1.5 miles away, at Oak Valley Parkway and Oak View Drive.
5. **Rangel Park.** Approximately 4 acres with baseball field, full basketball court, restrooms, tot lot, and a playground. Located about 3.2 miles away at 4th and B Streets.
6. **Other Community Parks.** Includes DeForge, Seneca Springs, Trevino, Mt. View, Wild Flower, Palmer, Stetson, Shadow Hill, and Sunny Hills.

Because the proposed development for the subject property would not add any new housing or population to the City, it would not create any new demands for parks and recreation services. Furthermore, because the BUSD maintains joint use agreements, the proposed development could improve the provision of recreation facilities for both the Beaumont-Cherry Valley Recreation and Park District and the City of Beaumont.

## **F. Roads and Circulation**

The Riverside County Transportation Department currently provides roads and circulation services for the subject property. The department provides planning, design, funding, construction, operations, and maintenance for all roads, bridges, and transportation facilities for over 2,500 miles of roads within the unincorporated area of the county.

Upon annexation, the City of Beaumont Department of Public Works would provide roads and circulation services for the subject property. Specifically, the proposed annexation would add approximately 1,320 linear feet of Beaumont Avenue to the City's jurisdiction. The portion of the right-of-way south of the centerline is already within the City boundary, and the annexation would add the portion north of the centerline.

The City currently maintains approximately 133 miles of roads. The proposed annexation would increase the amount of maintained road area by 0.09 percent. In FY09 the City spent \$1,335,482 on street maintenance and street lighting. A 0.09 percent increase in cost would equal \$1,255.

## **G. Solid Waste**

The Riverside County Waste Management Department currently provides solid waste disposal services for the subject property, and it would be the service provider after annexation.

The department operates three regional Class III municipal solid waste landfills: Lamb Canyon, El Sobrante, and Badland. The waste hauler could use any of the three landfills, but would most likely use Lamb Canyon because it is the closest.

The Lamb Canyon Landfill encompasses 1,189 acres, of which 144.6 acres are permitted for waste disposal. The landfill is currently permitted to receive 5,000 tons per day of solid waste for disposal and has a remaining disposal capacity of approximately 9.2 million tons a day. The disposal capacity is estimated to last until approximately 2020. The department did not contest the stadium and administration center project's Initial Study finding that the project would have a less than significant impact to landfill capacity.

Because there would be no change in the service provider for solid waste disposal, the Plan of Services provides no further assessment of this service.

The requested action would detach the subject property from the Riverside County Waste Resources Management District as part of the annexation to the City of Beaumont. Upon annexation, the City would have responsibility for the collection of solid waste. The City currently has a franchise agreement with Waste Management. The BUSD will directly pay Waste Management Inc, for the cost of collection solid waste for the subject property and transporting the waste to the landfill. Part of that payment is the tipping fee for Riverside County Waste Management Department's costs to operate the landfill. The requested action would thus impose no additional cost on the City for solid waste collection.

## **H. Stormwater Drainage**

The Riverside County Flood Control District currently provides stormwater drainage services for the subject property. This district's primary facilities relative to the subject property are the Mountain View Channel, which runs north to south along the subject property's eastern boundary, and the Nobel Creek Channel, which runs northeast to southwest, traversing Brookside Avenue between the subject property and Beaumont Avenue.

Upon annexation, this district would still operate these regional stormwater drainage services for the subject property, but the City of Beaumont would take on responsibility for local stormwater drainage. The proposed annexation, however, would impose no new service demands on the City because the site can be drained directly to the Flood Control District's regional Mountain View Channel regional stormwater drainage facility.

## **I. Wastewater Collection and Treatment**

Currently, there is no public wastewater collection and treatment service provided for the subject property. Upon annexation, the City of Beaumont would provide wastewater collection and treatment services for the subject property.

An 8-inch underground sewer line runs east to west within Brookside Avenue to the south of the high school. The sewer line currently serves only the high school and is expected to have sufficient capacity to serve the subject property. The District's engineer is in the process of providing the detailed sewer capacity analysis requested by the City.

The District will be responsible for any capital costs to tie into the existing sewer line. The City pays for the costs of operations of the waste water collection and treatment system through user fees. The District will thus directly pay for the cost for the services provided.

The City's current wastewater treatment plant currently has a capacity of 4 million gallons per day (MGD). The City is currently in the design phase for a project to expand the plant's capacity to 8 MGD. The City envisions completing the design phase by late 2011, with construction to start thereafter. Because the stadium and administration center project is an expansion of an existing use for which the City already provides wastewater treatment and because the plant's capacity will double in the next few years, the City will have sufficient wastewater treatment capacity to serve the subject property.

## **J. Water Supply**

It appears that the Beaumont-Cherry Valley Water District already provides water to the existing maintenance facility on the subject property. The subject property is not, however, within the service area boundary of the Water District. The proposed annexation includes annexation into the Water District's service area boundary.

Because the BUSD will relocate existing employees from within the Water District's service area to the new administration center, and because the sports complex is a relocation and expansion of the existing BUSD sports facilities in the Water District's service area, it is anticipated that the project will result in a slight increase in water consumption. The Initial Study determined that the project would have a less than significant impact on water supplies.

The BUSD will be responsible for any capital costs to tie into the existing water distribution system. Because the Water District pays for operation costs with user fees, the BUSD will directly pay for the cost of services provided.

## **K. Utility Providers**

In addition to the public service providers under the jurisdiction of LAFCO, other utilities also provide service to the subject property. The Plan of Services does not assess the capacity of these utilities.

The subject property lies within the service territory of Southern California Edison for electric power. The proposed annexation would not change the provider for electric service.

The subject property lies within the service territory of Southern California Gas Company for natural gas delivery. The proposed annexation would not change the provider for natural gas service.

The subject property lies within the service territory of Verizon for telephone service. The proposed annexation would not change the provider for telephone service.