



**BEAUMONT-CHERRY VALLEY WATER DISTRICT
AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
560 Magnolia Avenue, Beaumont, CA 92223
Wednesday, November 14, 2018 - 6:00 p.m.**

Call to Order: President Covington

Pledge of Allegiance: Director Slawson

Invocation: Director Hoffman

Roll Call

Public Comment

PUBLIC COMMENT:

At this time, any person may address the Board of Directors on matters within its jurisdiction which are not on the agenda. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the Board meeting. **Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

ACTION ITEMS

Information on the following items is included in the full Agenda Packet.

1. Adjustments to the Agenda

2. Consent Calendar: All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the Board considers the motion unless members of the Board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.

- a. September 2018 Budget Variance Report (pages 4 – 8)
- b. Review of the Quarterly Statement of Cash Flows for September 30, 2018 (page 9)
- c. September 30, 2018 Cash/Investment Balance Report (page 10)
- d. October 2018 Check Register (pages 11 - 27)
- e. October 2018 Invoices Pending Approval (pages 28 - 30)
- f. Minutes of the Special Meeting of October 2, 2018 (pages 31 – 41)
- g. Minutes of the Regular Meeting of October 10, 2018 (pages 42 – 50)
- h. Minutes of the Engineering Workshop of October 25, 2018 (pages 51 – 58)

3. **Consideration and Approval of a Third Amendment to, and Assignment of the Bogart Park Lease and Operating Agreement between Riverside County and BCVWD from Riverside County to BCVRPD; and Consideration of Lease and Operating Agreement between RCRPOSD and BCVRPD** (pages 59 - 175)
4. **Review and Consideration of the East Branch Extension Noble Creek Turnout Upgrade Bid Results and Authorization to Proceed** (pages 176 - 187)
5. **Consideration of Request for Update of “Will Serve Letter” for Previously Approved Development, Tentative Tract 29267, Riverside County Assessor’s Parcel No. 400-250-008, a Portion of Noble Creek Vistas Specific Plan** (pages 188 - 205)
6. **Presentation of Landscape Services Bid Discrepancies and Review and Discussion of Labor Options** (handout)

INFORMATION / DISCUSSION ITEMS

7. **Update: Sites Reservoir, Phase II Participation Agreement** (page 206)
8. **Discussion regarding BCVWD - owned land included in the City of Beaumont’s Rangel Park Development** (pages 207 – 208)
9. **Discussion of BCVWD Remaining 2018 Meeting Schedule and Agendas** (pages 209 – 210)

10. Reports For Discussion

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

11. Announcements

- Engineering Workshop: No Workshop in November due to Thanksgiving
- District Offices will be closed on Thursday, November 22 in observance of Thanksgiving Day
- Personnel Committee meeting: November 26, 2018 at 5:30 p.m.
- ACWA Fall Conference: November 27 – 30
- Beaumont Basin Watermaster Committee: December 5, 2018 at 10 a.m.
- Finance and Audit Committee meeting: December 6, 2018 at 3:00 p.m.
- Regular Board meeting: December 12, 2018 at 6:00 p.m.
- District Offices will be closed on Tuesday, December 25 in observance of Christmas Day
- Engineering Workshop: December 27, 2018 at 6:00 p.m.
- District Offices will be closed on Tuesday, January 1, 2019 in observance of New Year’s Day
- Collaborative Agencies Committee meeting: January 2, 2019 at 5:00 p.m.
(Location: Beaumont-Cherry Valley Recreation and Park District – Noble Creek Community Center, 390 W. Oak Valley Pkwy)

12. Action List for Future Meetings

- Proposition 1 Bond Opportunities
- Proposition 68
- Water supply for BCVWD and the region

13. Adjournment

NOTICES


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

REVISIONS TO THE AGENDA - In accordance with §54954.2(a) of the Government Code (Brown Act), revisions to this Agenda may be made up to 72 hours before the Board Meeting, if necessary, after mailings are completed. Interested persons wishing to receive a copy of the set Agenda may pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 72 hours prior to the Board Meeting.

REQUIREMENTS RE: DISABLED ACCESS - In accordance with §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the District Office, at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. The District Office may be contacted by telephone at (951) 845-9581, email at info@bcvwd.org or in writing at the Beaumont-Cherry Valley Water District, 560 Magnolia Avenue, Beaumont, California 92223.

CERTIFICATION OF POSTING

I certify that on or before Nov. 10, 2018, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).


for Erica Gonzales, Admin Assit.
Yolanda Rodriguez
Director of Finance and Administration

General Ledger
Budget Variance Revenue

User: wclayton
Printed: 10/22/2018 11:39:12 AM
Period 09 - 09
Fiscal Year 2018

Beaumont-Cherry Valley Water District

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



Account Number	Description	Budget	Period Amt	End Bal	Variance	% Avail/ Uncollect
50	GENERAL					
01-50-510-419061	Miscellaneous Income	\$ 200.00	\$ -	\$ 51,092.88	\$ (50,892.88)	-25446.44%
01-50-510-490001	Interest Income - Bonita Vista	\$ 1,995.00	\$ 8.11	\$ 1,648.62	\$ 346.38	17.36%
01-50-510-490011	Interest Income-Fairway Canyon	\$ 57,363.00	\$ -	\$ -	\$ 57,363.00	100.00%
01-50-510-490021	Interest Income - General	\$ 190,000.00	\$ 52,462.21	\$ 618,674.97	\$ (428,674.97)	-225.62%
	Misc Income	\$ 249,558.00	\$ 52,470.32	\$ 671,416.47	\$ (421,858.47)	-169.04%
01-50-510-481001	Fac Fees-Wells	\$ 956,333.00	\$ -	\$ 818,540.80	\$ 137,792.20	14.41%
01-50-510-481006	Fac Fees-Water Rights (SWP)	\$ 605,118.00	\$ -	\$ 550,596.82	\$ 54,521.18	9.01%
01-50-510-481012	Fac Fees-Water Treatment Plant	\$ 454,950.00	\$ -	\$ 389,398.80	\$ 65,551.20	14.41%
01-50-510-481018	Fac Fees-Local Water Resources	\$ 239,577.00	\$ -	\$ 217,991.39	\$ 21,585.61	9.01%
01-50-510-481024	Fac Fees-Recycld Wtr Facilities	\$ 692,551.00	\$ -	\$ 649,476.50	\$ 43,074.50	6.22%
01-50-510-481030	Fac Fees-Transmission (16")	\$ 774,550.00	\$ -	\$ 662,950.40	\$ 111,599.60	14.41%
01-50-510-481036	Fac Fees-Storage	\$ 991,899.00	\$ -	\$ 848,982.40	\$ 142,916.60	14.41%
01-50-510-481042	Fac Fees-Booster	\$ 68,662.00	\$ -	\$ 58,769.20	\$ 9,892.80	14.41%
01-50-510-481048	Fac Fees-Pressure Reducng Stns	\$ 35,072.00	\$ -	\$ 30,018.80	\$ 5,053.20	14.41%
01-50-510-481054	Fac Fees-Misc Projects	\$ 30,626.00	\$ -	\$ 26,213.60	\$ 4,412.40	14.41%
01-50-510-481060	Fac Fees-Financing Costs	\$ 150,662.00	\$ -	\$ 130,662.80	\$ 19,999.20	13.27%
01-50-510-485001	Front Footage Fees	\$ 16,541.00	\$ -	\$ 47,709.00	\$ (31,168.00)	-188.43%
	Non-Operating Revenue	\$ 5,016,541.00	\$ -	\$ 4,431,310.51	\$ 585,230.49	11.67%
01-50-510-410100	Sales	\$ 4,750,617.00	\$ 653,932.85	\$ 3,794,096.42	\$ 956,520.58	20.13%
01-50-510-410151	Agricultural Irrigation Sales	\$ 20,000.00	\$ 6,702.36	\$ 19,878.82	\$ 121.18	0.61%
01-50-510-410171	Construction Sales	\$ 150,000.00	\$ 19,202.70	\$ 111,300.45	\$ 38,699.55	25.80%
01-50-510-413001	Backflow Admin Charges	\$ 41,501.00	\$ 2,557.36	\$ 32,144.04	\$ 9,356.96	22.55%
01-50-510-413011	Fixed Meter Charges	\$ 3,158,771.00	\$ 249,052.22	\$ 2,334,910.81	\$ 823,860.19	26.08%
01-50-510-413021	Meter Fees	\$ 619,974.00	\$ 107,776.00	\$ 574,883.00	\$ 45,091.00	7.27%
01-50-510-415001	SGPWA Importation Charges	\$ 2,160,000.00	\$ 302,475.02	\$ 1,767,682.64	\$ 392,317.36	18.16%
01-50-510-415011	SCE Power Charges	\$ 1,566,443.00	\$ 216,990.27	\$ 1,268,115.78	\$ 298,327.22	19.04%
01-50-510-417001	2nd Notice Penalties	\$ 93,072.00	\$ 8,425.00	\$ 68,400.00	\$ 24,672.00	26.51%
01-50-510-417011	3rd Notice Charges	\$ 32,000.00	\$ 2,595.00	\$ 25,240.00	\$ 6,760.00	21.13%
01-50-510-417021	Account Reinstatement Fees	\$ 35,490.00	\$ 4,550.00	\$ 35,100.00	\$ 390.00	1.10%
01-50-510-417031	Lien Processing Fees	\$ 5,000.00	\$ 800.00	\$ 4,300.00	\$ 700.00	14.00%
01-50-510-417041	Credit Check Processing Fees	\$ 12,000.00	\$ 1,050.00	\$ 8,375.00	\$ 3,625.00	30.21%
01-50-510-417051	Returned Check Fees	\$ 3,000.00	\$ 450.00	\$ 3,130.00	\$ (130.00)	-4.33%
01-50-510-417061	Custmr Damages/Upgrade Charges	\$ 18,819.00	\$ 18,248.90	\$ 48,569.18	\$ (29,750.18)	-158.09%
01-50-510-417071	After Hours Call Out Charges	\$ 1,931.00	\$ 200.00	\$ 1,350.00	\$ 581.00	30.09%
01-50-510-417091	Credit Card Processing Fees	\$ 44,381.00	\$ 3,633.00	\$ 31,507.00	\$ 12,874.00	29.01%
01-50-510-419011	Development Income	\$ 100,626.00	\$ (312.56)	\$ 64,330.14	\$ 36,295.86	36.07%
01-50-510-419021	Recharge Income	\$ 61,140.00	\$ 3,423.84	\$ 27,574.14	\$ 33,565.86	54.90%
	Operating Revenue	\$ 12,874,765.00	\$ 1,601,751.96	\$ 10,220,887.42	\$ 2,653,877.58	20.61%
01-50-510-471001	Rent - 12303 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 1,800.00	\$ 600.00	25.00%
01-50-510-471011	Rent - 13695 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 1,800.00	\$ 600.00	25.00%
01-50-510-471021	Rent - 13697 Oak Glen	\$ 2,400.00	\$ 200.00	\$ 1,800.00	\$ 600.00	25.00%
01-50-510-471031	Rent - 9781 Avenida Miravilla	\$ 2,400.00	\$ 200.00	\$ 1,800.00	\$ 600.00	25.00%
01-50-510-471101	Util - 12303 Oak Glen	\$ 2,273.00	\$ 203.28	\$ 2,202.23	\$ 70.77	3.11%
01-50-510-471111	Util - 13695 Oak Glen	\$ 2,531.00	\$ 671.10	\$ 2,105.17	\$ 425.83	16.82%
01-50-510-471121	Util - 13697 Oak Glen	\$ 3,436.00	\$ 704.07	\$ 2,824.00	\$ 612.00	17.81%
01-50-510-471131	Util - 9781 Avenida Miravilla	\$ 2,737.00	\$ 707.83	\$ 2,488.41	\$ 248.59	9.08%
	Rent/Utilities	\$ 20,577.00	\$ 3,086.28	\$ 16,819.81	\$ 3,757.19	18.26%
Revenue Total		\$ 18,161,441.00	\$ 1,657,308.56	\$ 15,340,434.21	\$ 2,821,006.79	15.53%

General Ledger

Budget Variance Expense

User: wclayton

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Period 09 - 09

Fiscal Year 2018

Beaumont-Cherry Valley Water District

560 Magnolia Avenue
Beaumont CA 92223
(951) 845-9581
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Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
10	BOARD OF DIRECTORS						
01-10-110-500101	Board of Directors Fees	\$ 36,000.00	\$ 2,600.00	\$ 21,000.00	\$ 15,000.00	\$ -	41.67%
01-10-110-500115	Social Security	\$ 2,235.00	\$ 161.20	\$ 1,302.00	\$ 933.00	\$ -	41.74%
01-10-110-500120	Medicare	\$ 525.00	\$ 37.70	\$ 304.50	\$ 220.50	\$ -	42.00%
01-10-110-500145	Workers' Compensation	\$ 520.00	\$ 7.91	\$ 171.14	\$ 348.86	\$ -	67.09%
01-10-110-500175	Seminar & Travel Expenses	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	100.00%
	Board of Directors Personnel	\$ 49,280.00	\$ 2,806.81	\$ 22,777.64	\$ 26,502.36	\$ -	53.78%
01-10-110-550042	Supplies-Other	\$ 400.00	\$ 574.01	\$ 1,184.21	\$ (784.21)	\$ -	-196.05%
	Board of Directors Materials & Supplies	\$ 400.00	\$ 574.01	\$ 1,184.21	\$ (784.21)	\$ -	-196.05%
01-10-110-550012	Election Expenses	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	100.00%
	Board of Directors Services	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -	100.00%
Expense Total	BOARD OF DIRECTORS	\$ 69,680.00	\$ 3,380.82	\$ 23,961.85	\$ 45,718.15	\$ -	0.00%
20	ENGINEERING						
01-20-210-500105	Labor	\$ 391,181.00	\$ 20,540.55	\$ 186,122.06	\$ 205,058.94	\$ -	52.42%
01-20-210-500115	Social Security	\$ 24,489.00	\$ 1,327.86	\$ 11,892.04	\$ 12,596.96	\$ -	51.44%
01-20-210-500120	Medicare	\$ 5,730.00	\$ 310.55	\$ 2,781.25	\$ 2,948.75	\$ -	51.46%
01-20-210-500125	Health Insurance	\$ 43,440.00	\$ 2,328.48	\$ 12,381.73	\$ 31,058.27	\$ -	71.50%
01-20-210-500140	Life Insurance	\$ 1,524.00	\$ 65.32	\$ 378.44	\$ 1,145.56	\$ -	75.17%
01-20-210-500143	EAP Program	\$ 38.00	\$ 4.70	\$ 18.80	\$ 19.20	\$ -	50.53%
01-20-210-500145	Workers' Compensation	\$ 5,842.00	\$ 63.43	\$ 1,893.43	\$ 3,948.57	\$ -	67.59%
01-20-210-500150	Unemployment Insurance	\$ 13,265.00	\$ -	\$ -	\$ 13,265.00	\$ -	100.00%
01-20-210-500155	Retirement/CalPERS	\$ 57,099.00	\$ 2,486.15	\$ 21,088.66	\$ 36,010.34	\$ -	63.07%
01-20-210-500165	Uniforms & Employee Benefits	\$ 50.00	\$ -	\$ -	\$ 50.00	\$ -	100.00%
01-20-210-500170	Education Expenses	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	\$ -	100.00%
01-20-210-500175	Seminar & Travel Expenses	\$ 1,000.00	\$ -	\$ 40.00	\$ 960.00	\$ -	96.00%
01-20-210-500180	Accrued Sick Leave Expenses	\$ 16,230.00	\$ 870.20	\$ 3,202.36	\$ 13,027.64	\$ -	80.27%
01-20-210-500185	Accrued Vacation Expenses	\$ 13,127.00	\$ -	\$ 1,890.60	\$ 11,236.40	\$ -	85.60%
01-20-210-500187	Accrual Leave Payments	\$ 2,657.00	\$ -	\$ 288.00	\$ 2,369.00	\$ -	89.16%
01-20-210-500195	CIP Related Labor	\$ (169,314.00)	\$ (10,902.76)	\$ (102,149.61)	\$ (67,164.39)	\$ -	39.67%
	Engineering Personnel	\$ 410,358.00	\$ 17,094.48	\$ 139,827.76	\$ 270,530.24	\$ -	65.93%
01-20-210-540048	Permits, Fees & Licensing	\$ 2,000.00	\$ -	\$ 1,206.00	\$ 794.00	\$ -	39.70%
	Engineering Materials & Supplies	\$ 2,000.00	\$ -	\$ 1,206.00	\$ 794.00	\$ -	39.70%
01-20-210-550051	Advertising	\$ 3,000.00	\$ -	\$ 600.00	\$ 2,400.00	\$ -	80.00%
01-20-210-580031	Outside Engineering	\$ 57,000.00	\$ -	\$ -	\$ 57,000.00	\$ -	100.00%
01-20-210-580032	CIP Related Outside Engineering	\$ (40,000.00)	\$ -	\$ -	\$ (40,000.00)	\$ -	100.00%
	Engineering Services	\$ 20,000.00	\$ -	\$ 600.00	\$ 19,400.00	\$ -	97.00%
Expense Total	ENGINEERING	\$ 432,358.00	\$ 17,094.48	\$ 141,633.76	\$ 290,724.24	\$ -	67.24%
30	FINANCE & ADMIN SERVICES						
01-30-310-500105	Labor	\$ 963,090.00	\$ 67,180.95	\$ 609,164.71	\$ 353,925.29	\$ -	36.75%
01-30-310-500115	Social Security	\$ 62,324.00	\$ 3,459.70	\$ 38,952.62	\$ 23,371.38	\$ -	37.50%
01-30-310-500120	Medicare	\$ 14,583.00	\$ 1,032.72	\$ 9,751.90	\$ 4,831.10	\$ -	33.13%
01-30-310-500125	Health Insurance	\$ 246,160.00	\$ 14,937.25	\$ 133,823.68	\$ 112,336.32	\$ -	45.64%
01-30-310-500130	CalPERS Health Admin Costs	\$ 2,000.00	\$ 116.66	\$ 1,304.34	\$ 695.66	\$ -	34.78%
01-30-310-500140	Life Insurance	\$ 6,072.00	\$ 314.28	\$ 2,659.68	\$ 3,412.32	\$ -	56.20%
01-30-310-500143	EAP Program	\$ 207.00	\$ 25.85	\$ 101.05	\$ 105.95	\$ -	51.18%
01-30-310-500145	Workers' Compensation	\$ 14,012.00	\$ 211.21	\$ 5,912.79	\$ 8,099.21	\$ -	57.80%
01-30-310-500150	Unemployment Insurance	\$ 32,525.00	\$ -	\$ -	\$ 32,525.00	\$ -	100.00%
01-30-310-500155	Retirement/CalPERS	\$ 156,625.00	\$ 11,539.81	\$ 102,551.95	\$ 54,073.05	\$ -	34.52%
01-30-310-500161	Estim Current Yr OPEB Expenses	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	\$ -	100.00%
01-30-310-500165	Uniforms & Employee Benefits	\$ 750.00	\$ -	\$ 60.74	\$ 689.26	\$ -	91.90%
01-30-310-500170	Education Expenses	\$ 2,000.00	\$ 47.19	\$ 790.48	\$ 1,209.52	\$ -	60.48%
01-30-310-500175	Seminar & Travel Expenses	\$ 15,000.00	\$ 67.79	\$ 7,593.53	\$ 7,406.47	\$ -	49.38%
01-30-310-500180	Accrued Sick Leave Expenses	\$ 27,897.00	\$ 747.65	\$ 15,323.84	\$ 12,573.16	\$ -	45.07%
01-30-310-500185	Accrued Vacation Expenses	\$ 103,444.00	\$ 3,214.44	\$ 20,976.57	\$ 82,467.43	\$ -	79.72%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
01-30-310-500187	Accrual Leave Payments	\$ 40,781.00	\$ -	\$ 26,110.75	\$ 14,670.25	\$ -	35.97%
01-30-310-550024	Employment Testing	\$ 200.00	\$ -	\$ 95.00	\$ 105.00	\$ -	52.50%
01-30-315-500105	Labor	\$ 118,311.00	\$ 9,100.80	\$ 82,476.00	\$ 35,835.00	\$ -	30.29%
01-30-315-500115	Social Security	\$ 7,802.00	\$ 564.60	\$ 5,222.46	\$ 2,579.54	\$ -	33.06%
01-30-315-500120	Medicare	\$ 1,825.00	\$ 132.04	\$ 1,221.35	\$ 603.65	\$ -	33.08%
01-30-315-500125	Health Insurance	\$ 21,720.00	\$ 1,809.52	\$ 16,285.68	\$ 5,434.32	\$ -	25.02%
01-30-315-500140	Life Insurance	\$ 780.00	\$ 41.89	\$ 377.01	\$ 402.99	\$ -	51.67%
01-30-315-500143	EAP Program	\$ 19.00	\$ 2.35	\$ 9.40	\$ 9.60	\$ -	50.53%
01-30-315-500145	Workers' Compensation	\$ 1,709.00	\$ 25.99	\$ 704.47	\$ 1,004.53	\$ -	58.78%
01-30-315-500150	Unemployment Insurance	\$ 4,023.00	\$ -	\$ -	\$ 4,023.00	\$ -	100.00%
01-30-315-500155	Retirement/CalPERS	\$ 11,648.00	\$ 888.07	\$ 6,742.47	\$ 4,905.53	\$ -	42.11%
01-30-315-500175	Seminar & Travel Expenses	\$ 4,000.00	\$ 373.60	\$ 373.60	\$ 3,626.40	\$ -	90.66%
01-30-315-500180	Accrued Sick Leave Expenses	\$ 6,883.00	\$ -	\$ -	\$ 6,883.00	\$ -	100.00%
01-30-315-500185	Accrued Vacation Expenses	\$ 14,648.00	\$ -	\$ 1,706.40	\$ 12,941.60	\$ -	88.35%
01-30-315-500187	Accrual Leave Payments	\$ 7,458.00	\$ -	\$ -	\$ 7,458.00	\$ -	100.00%
01-30-315-500195	CIP Related Labor	\$ (31,855.00)	\$ -	\$ -	\$ (31,855.00)	\$ -	100.00%
	Finance & Admin Services Personnel	\$ 1,956,641.00	\$ 115,834.36	\$ 1,090,292.47	\$ 866,348.53	\$ -	44.28%
01-30-310-550006	Cashiering Shortages/Overages	\$ 50.00	\$ 0.47	\$ 41.01	\$ 8.99	\$ -	17.98%
01-30-310-550018	Employee Medical/First Aid	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	100.00%
01-30-310-550042	Office Supplies	\$ 10,500.00	\$ 494.74	\$ 8,776.58	\$ 1,723.42	\$ -	16.41%
01-30-310-550046	Office Equipment	\$ 40,000.00	\$ 1,419.24	\$ 15,373.00	\$ 24,627.00	\$ -	61.57%
01-30-310-550048	Postage	\$ 50,000.00	\$ 3,962.06	\$ 38,664.28	\$ 11,335.72	\$ -	22.67%
01-30-310-550066	Subscriptions	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	100.00%
01-30-310-550072	Misc Operating Expenses	\$ 1,000.00	\$ -	\$ 3,334.40	\$ (2,334.40)	\$ -	-233.44%
01-30-310-550078	Bad Debt Expenses	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-30-310-550084	Depreciation	\$ 2,554,781.00	\$ 210,911.10	\$ 1,901,884.65	\$ 652,896.35	\$ -	25.56%
01-30-315-501511	Phones - 560 Magnolia	\$ 25,200.00	\$ 3,105.11	\$ 14,444.07	\$ 10,755.93	\$ -	42.68%
01-30-315-501561	Phones - 815 E. 12th	\$ 2,800.00	\$ 307.76	\$ 2,861.71	\$ (61.71)	\$ -	-2.20%
01-30-315-550044	Printing/Toner & Maint	\$ 15,000.00	\$ 1,386.29	\$ 9,820.53	\$ 5,179.47	\$ -	34.53%
	Finance & Admin Services Materials & Supplies	\$ 2,707,531.00	\$ 221,586.77	\$ 1,995,200.23	\$ 712,330.77	\$ -	26.31%
01-30-310-550001	Bank/Financial Service Fees	\$ 42,000.00	\$ 1,200.39	\$ 10,955.03	\$ 31,044.97	\$ -	73.92%
01-30-310-550008	Transaction/Return Fees	\$ 3,000.00	\$ 135.90	\$ 957.41	\$ 2,042.59	\$ -	68.09%
01-30-310-550010	Transaction/Credit Card Fees	\$ 44,381.00	\$ 4,302.22	\$ 31,430.02	\$ 12,950.98	\$ -	29.18%
01-30-310-550014	Credit Check Fees	\$ 12,000.00	\$ 572.70	\$ 4,306.31	\$ 7,693.69	\$ -	64.11%
01-30-310-550030	Membership Dues	\$ 42,000.00	\$ 1,410.00	\$ 27,096.50	\$ 14,903.50	\$ -	35.48%
01-30-310-550036	Notary & Lien Fees	\$ 2,000.00	\$ 90.00	\$ 1,009.00	\$ 991.00	\$ -	49.55%
01-30-310-550051	Advertising	\$ 4,000.00	\$ -	\$ 4,059.00	\$ (59.00)	\$ -	-1.48%
01-30-310-550054	Property, Auto& Gen Liab Insur	\$ 80,000.00	\$ 5,979.74	\$ 54,129.22	\$ 25,870.78	\$ -	32.34%
01-30-310-580001	Accounting & Audit	\$ 35,000.00	\$ 700.00	\$ 26,485.00	\$ 8,515.00	\$ -	24.33%
01-30-310-580011	General Legal	\$ 150,000.00	\$ 4,527.58	\$ 35,417.80	\$ 114,582.20	\$ -	76.39%
01-30-310-580021	IT/Software Support	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
01-30-310-580036	Other Professional Services	\$ 5,000.00	\$ 10,000.00	\$ 11,928.42	\$ (6,928.42)	\$ -	-138.57%
01-30-315-550030	Membership Dues	\$ 2,000.00	\$ -	\$ 217.00	\$ 1,783.00	\$ -	89.15%
01-30-315-580016	Computer Hardware	\$ 20,000.00	\$ -	\$ 8,842.43	\$ 11,157.57	\$ -	55.79%
01-30-315-580021	IT/Software Support	\$ 5,000.00	\$ -	\$ 2,015.17	\$ 2,984.83	\$ -	59.70%
01-30-315-580026	License/Maintenance/Support	\$ 90,000.00	\$ 2,210.12	\$ 56,410.59	\$ 33,589.41	\$ -	37.32%
	Finance & Admin Services	\$ 536,381.00	\$ 31,128.65	\$ 275,258.90	\$ 261,122.10	\$ -	48.68%
Expense Total	FINANCE & ADMIN SERVICES	\$ 5,200,553.00	\$ 368,549.78	\$ 3,360,751.60	\$ 1,839,801.40	\$ -	35.38%
40	OPERATIONS						
410	Source of Supply Personnel						
01-40-410-500105	Labor	\$ 324,448.00	\$ 16,547.38	\$ 146,577.16	\$ 177,870.84	\$ -	54.82%
01-40-410-500110	Overtime	\$ 18,393.00	\$ 227.10	\$ 3,133.44	\$ 15,259.56	\$ -	82.96%
01-40-410-500111	Double Time	\$ 930.00	\$ 245.88	\$ 558.48	\$ 371.52	\$ -	39.95%
01-40-410-500113	Standby/On-Call	\$ 9,050.00	\$ 700.00	\$ 6,250.00	\$ 2,800.00	\$ -	30.94%
01-40-410-500115	Social Security	\$ 21,988.00	\$ 1,118.09	\$ 10,542.92	\$ 11,445.08	\$ -	52.05%
01-40-410-500120	Medicare	\$ 5,148.00	\$ 261.48	\$ 2,472.87	\$ 2,675.13	\$ -	51.96%
01-40-410-500125	Health Insurance	\$ 108,600.00	\$ 5,555.08	\$ 47,852.52	\$ 60,747.48	\$ -	55.94%
01-40-410-500140	Life Insurance	\$ 2,160.00	\$ 81.66	\$ 741.82	\$ 1,418.18	\$ -	65.66%
01-40-410-500143	EAP Program	\$ 76.00	\$ 9.40	\$ 39.44	\$ 36.56	\$ -	48.11%
01-40-410-500145	Workers' Compensation	\$ 23,214.00	\$ 248.25	\$ 7,366.35	\$ 15,847.65	\$ -	68.27%
01-40-410-500150	Unemployment Insurance	\$ 28,734.00	\$ -	\$ 1,744.00	\$ 26,990.00	\$ -	93.93%
01-40-410-500155	Retirement/CalPERS	\$ 75,285.00	\$ 3,860.34	\$ 35,007.41	\$ 40,277.59	\$ -	53.50%
01-40-410-500165	Uniforms & Employee Benefits	\$ 2,200.00	\$ -	\$ 678.83	\$ 1,521.17	\$ -	69.14%
01-40-410-500170	Education Expenses	\$ 3,000.00	\$ 920.00	\$ 2,320.00	\$ 680.00	\$ -	22.67%
01-40-410-500175	Seminar & Travel Expenses	\$ 3,000.00	\$ 466.54	\$ 825.18	\$ 2,174.82	\$ -	72.49%
01-40-410-500180	Accrued Sick Leave Expenses	\$ 9,519.00	\$ 307.00	\$ 5,683.60	\$ 3,835.40	\$ -	40.29%
01-40-410-500185	Accrued Vacation Expenses	\$ 6,355.00	\$ 74.00	\$ 7,211.32	\$ (856.32)	\$ -	-13.47%
01-40-410-500187	Accrual Leave Payments	\$ 6,235.00	\$ -	\$ -	\$ 6,235.00	\$ -	100.00%
01-40-410-500195	CIP Related Labor	\$ (25,000.00)	\$ -	\$ (89.49)	\$ (24,910.51)	\$ -	99.64%

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
01-40-410-550024	Employment Testing	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ -	100.00%
440	Transmission & Distribution Personnel						
01-40-440-500105	Labor	\$ 849,664.00	\$ 44,438.98	\$ 414,798.09	\$ 434,865.91	\$ -	51.18%
01-40-440-500110	Overtime	\$ 36,825.00	\$ 2,500.79	\$ 25,925.30	\$ 10,899.70	\$ -	29.60%
01-40-440-500111	Double Time	\$ 5,000.00	\$ 388.70	\$ 4,152.28	\$ 847.72	\$ -	16.95%
01-40-440-500113	Standby/On-Call	\$ 13,200.00	\$ 1,200.00	\$ 9,275.00	\$ 3,925.00	\$ -	29.73%
01-40-440-500115	Social Security	\$ 57,433.00	\$ 3,150.13	\$ 32,007.96	\$ 25,425.04	\$ -	44.27%
01-40-440-500120	Medicare	\$ 13,439.00	\$ 736.76	\$ 7,470.07	\$ 5,968.93	\$ -	44.41%
01-40-440-500125	Health Insurance	\$ 278,448.00	\$ 15,593.25	\$ 132,578.89	\$ 145,869.11	\$ -	52.39%
01-40-440-500140	Life Insurance	\$ 5,604.00	\$ 218.09	\$ 2,042.69	\$ 3,561.31	\$ -	63.55%
01-40-440-500143	EAP Program	\$ 188.00	\$ 24.97	\$ 95.31	\$ 92.69	\$ -	49.30%
01-40-440-500145	Workers' Compensation	\$ 46,720.00	\$ 479.39	\$ 15,373.21	\$ 31,346.79	\$ -	67.10%
01-40-440-500155	Retirement/CalPERS	\$ 158,746.00	\$ 10,356.37	\$ 89,778.37	\$ 68,967.63	\$ -	43.45%
01-40-440-500165	Uniforms & Employee Benefits	\$ 4,500.00	\$ 464.40	\$ 4,316.08	\$ 183.92	\$ -	4.09%
01-40-440-500170	Education Expenses	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-40-440-500175	Seminar & Travel Expenses	\$ 1,000.00	\$ 34.45	\$ 929.45	\$ 70.55	\$ -	7.06%
01-40-440-500180	Accrued Sick Leave Expenses	\$ 9,260.00	\$ 1,065.18	\$ 11,987.53	\$ (2,727.53)	\$ -	-29.45%
01-40-440-500185	Accrued Vacation Expenses	\$ 20,816.00	\$ 1,215.74	\$ 26,055.67	\$ (5,239.67)	\$ -	-25.17%
01-40-440-500187	Accrual Leave Payments	\$ 28,454.00	\$ -	\$ 22,824.10	\$ 5,629.90	\$ -	19.79%
01-40-440-500195	CIP Related Labor	\$ (57,300.00)	\$ (3,260.20)	\$ (37,823.58)	\$ (19,476.42)	\$ -	33.99%
01-40-440-550024	Employment Testing	\$ 300.00	\$ -	\$ 225.00	\$ 75.00	\$ -	25.00%
450	Inspections Personnel						
01-40-450-500105	Labor	\$ 33,648.00	\$ 1,680.72	\$ 26,565.28	\$ 7,082.72	\$ -	21.05%
01-40-450-500110	Overtime	\$ 18,968.00	\$ 222.00	\$ 12,762.60	\$ 6,205.40	\$ -	32.72%
01-40-450-500115	Social Security	\$ 2,087.00	\$ 118.87	\$ 2,446.69	\$ (359.69)	\$ -	-17.23%
01-40-450-500120	Medicare	\$ 489.00	\$ 27.82	\$ 572.13	\$ (83.13)	\$ -	-17.00%
01-40-450-500125	Health Insurance	\$ 12,588.00	\$ 435.26	\$ 10,929.89	\$ 1,658.11	\$ -	13.17%
01-40-450-500140	Life Insurance	\$ 240.00	\$ 7.88	\$ 134.70	\$ 105.30	\$ -	43.88%
01-40-450-500143	EAP Program	\$ 10.00	\$ 0.65	\$ 1.78	\$ 8.22	\$ -	82.20%
01-40-450-500145	Workers' Compensation	\$ 2,376.00	\$ 27.47	\$ 1,517.84	\$ 858.16	\$ -	36.12%
01-40-450-500155	Retirement/CalPERS	\$ 4,976.00	\$ 501.19	\$ 5,690.58	\$ (714.58)	\$ -	-14.36%
460	Customer Svc & Meter Reading Personnel						
01-40-460-500105	Labor	\$ 146,730.00	\$ 12,779.57	\$ 112,497.51	\$ 34,232.49	\$ -	23.33%
01-40-460-500110	Overtime	\$ 14,102.00	\$ 81.96	\$ 2,289.09	\$ 11,812.91	\$ -	83.77%
01-40-460-500111	Double Time	\$ 1,579.00	\$ 76.36	\$ 615.80	\$ 963.20	\$ -	61.00%
01-40-460-500113	Standby/On-Call	\$ 3,900.00	\$ -	\$ 1,375.00	\$ 2,525.00	\$ -	64.74%
01-40-460-500115	Social Security	\$ 11,267.00	\$ 860.81	\$ 7,831.48	\$ 3,435.52	\$ -	30.49%
01-40-460-500120	Medicare	\$ 2,639.00	\$ 201.28	\$ 1,836.76	\$ 802.24	\$ -	30.40%
01-40-460-500125	Health Insurance	\$ 65,160.00	\$ 4,501.98	\$ 46,272.80	\$ 18,887.20	\$ -	28.99%
01-40-460-500140	Life Insurance	\$ 1,068.00	\$ 53.12	\$ 541.52	\$ 526.48	\$ -	49.30%
01-40-460-500143	EAP Program	\$ 66.00	\$ 7.26	\$ 33.87	\$ 32.13	\$ -	48.68%
01-40-460-500145	Workers' Compensation	\$ 11,484.00	\$ 271.97	\$ 5,494.41	\$ 5,989.59	\$ -	52.16%
01-40-460-500155	Retirement/CalPERS	\$ 39,275.00	\$ 2,919.37	\$ 24,810.87	\$ 14,464.13	\$ -	36.83%
01-40-460-500165	Uniforms & Employee Benefits	\$ 200.00	\$ -	\$ 170.93	\$ 29.07	\$ -	14.54%
01-40-460-500170	Education Expenses	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	100.00%
01-40-460-500175	Seminar & Travel Expenses	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	100.00%
01-40-460-500180	Accrued Sick Leave Expenses	\$ 2,997.00	\$ 490.40	\$ 4,222.66	\$ (1,225.66)	\$ -	-40.90%
01-40-460-500185	Accrued Vacation Expenses	\$ 13,150.00	\$ 453.62	\$ 6,061.42	\$ 7,088.58	\$ -	53.91%
01-40-460-500187	Accrual Leave Payments	\$ 3,221.00	\$ -	\$ -	\$ 3,221.00	\$ -	100.00%
01-40-460-500195	CIP Related Labor	\$ -	\$ -	\$ (6,950.44)	\$ 6,950.44	\$ -	0.00%
01-40-460-550024	Employment Testing	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ -	100.00%
470	Maintenance & General Plant Personnel						
01-40-470-500105	Labor	\$ 31,360.00	\$ 2,693.43	\$ 23,953.24	\$ 7,406.76	\$ -	23.62%
01-40-470-500115	Social Security	\$ 1,947.00	\$ 167.11	\$ 1,487.09	\$ 459.91	\$ -	23.62%
01-40-470-500120	Medicare	\$ 458.00	\$ 39.07	\$ 347.73	\$ 110.27	\$ -	24.08%
01-40-470-500125	Health Insurance	\$ 13,044.00	\$ 932.77	\$ 7,274.03	\$ 5,769.97	\$ -	44.23%
01-40-470-500140	Life Insurance	\$ 216.00	\$ 13.56	\$ 100.56	\$ 115.44	\$ -	53.44%
01-40-470-500143	EAP Program	\$ 38.00	\$ 2.37	\$ 8.20	\$ 29.80	\$ -	78.42%
01-40-470-500145	Workers' Compensation	\$ 2,214.00	\$ 72.05	\$ 1,034.96	\$ 1,179.04	\$ -	53.25%
01-40-470-500155	Retirement/CalPERS	\$ 6,962.00	\$ 392.04	\$ 4,438.16	\$ 2,523.84	\$ -	36.25%
	Operations Personnel	\$ 2,545,291.00	\$ 139,261.16	\$ 1,347,296.41	\$ 1,197,994.59	\$ -	47.07%
410	Source of Supply Materials & Supplies						
01-40-410-501101	Electricity - Wells	\$ 1,566,443.00	\$ 162,193.07	\$ 1,315,857.15	\$ 250,585.85	\$ -	16.00%
01-40-410-501201	Gas - Wells	\$ 225.00	\$ 15.29	\$ 134.12	\$ 90.88	\$ -	40.39%
01-40-410-510011	Treatment & Chemicals	\$ 80,000.00	\$ 2,178.00	\$ 61,813.48	\$ 18,186.52	\$ -	22.73%
01-40-410-510021	Lab Testing	\$ 90,000.00	\$ 3,840.00	\$ 27,885.00	\$ 62,115.00	\$ -	69.02%
01-40-410-510031	Small Tools, Parts & Maint	\$ 3,200.00	\$ 31.75	\$ 1,267.72	\$ 1,932.28	\$ -	60.38%
01-40-410-520021	Maint & Rpr-Telemetry Equip	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	\$ -	100.00%
01-40-410-520061	Maint & Rpr-Pumping Equipment	\$ 125,000.00	\$ 6,050.13	\$ 49,957.76	\$ 75,042.24	\$ 14,277.89	48.61%
01-40-410-550066	Subscriptions	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ -	100.00%
440	Trans & Distribution Materials & Supplies						

Account Number	Description	Budget	Period Amt	End Bal	Variance	Encumbered	% Avail/ Uncollect
01-40-440-510031	Small Tools, Parts & Maint	\$ 6,500.00	\$ 550.31	\$ 5,199.39	\$ 1,300.61	\$ -	20.01%
01-40-440-520071	Maint & Rpr-Pipelines&Hydrants	\$ 60,000.00	\$ 2,740.84	\$ 59,219.16	\$ 780.84	\$ 2,065.63	-2.14%
01-40-440-520081	Maint & Rpr-Pressure Regulatrs	\$ 7,500.00	\$ -	\$ 4,909.37	\$ 2,590.63	\$ -	34.54%
01-40-440-540001	Backflow Devices	\$ 2,500.00	\$ -	\$ 1,986.60	\$ 513.40	\$ -	20.54%
01-40-440-540024	Inventory Adjustments	\$ 3,000.00	\$ -	\$ (161.29)	\$ 3,161.29	\$ -	105.38%
01-40-440-540036	Line Locates	\$ 3,500.00	\$ 219.55	\$ 3,535.19	\$ (35.19)	\$ -	-1.01%
01-40-440-540042	Meters Maintenance & Services	\$ 150,000.00	\$ 8,734.01	\$ 112,770.55	\$ 37,229.45	\$ 2,400.23	23.22%
01-40-440-540078	Reservoirs Maintenance	\$ 30,000.00	\$ 14,548.83	\$ 14,835.98	\$ 15,164.02	\$ -	50.55%
470	Maint & General Plant Materials & Supplies						
01-40-470-501111	Electricity - 560 Magnolia	\$ 20,400.00	\$ 2,295.58	\$ 16,607.74	\$ 3,792.26	\$ -	18.59%
01-40-470-501121	Electricity - 12303 Oak Glen	\$ 2,159.00	\$ 203.28	\$ 2,202.23	\$ (43.23)	\$ -	-2.00%
01-40-470-501131	Electricity - 13695 Oak Glen	\$ 1,848.00	\$ 161.27	\$ 1,139.04	\$ 708.96	\$ -	38.36%
01-40-470-501141	Electricity - 13697 Oak Glen	\$ 2,818.00	\$ 213.32	\$ 1,824.74	\$ 993.26	\$ -	35.25%
01-40-470-501151	Elec - 9781 Avenida Miravilla	\$ 1,834.00	\$ 157.20	\$ 1,390.63	\$ 443.37	\$ -	24.18%
01-40-470-501161	Electricity - 815 E. 12th	\$ 3,000.00	\$ 544.53	\$ 3,658.13	\$ (658.13)	\$ -	-21.94%
01-40-470-501321	Propane - 12303 Oak Glen	\$ 114.00	\$ -	\$ -	\$ 114.00	\$ -	100.00%
01-40-470-501331	Propane - 13695 Oak Glen	\$ 683.00	\$ 509.83	\$ 966.13	\$ (283.13)	\$ -	-41.45%
01-40-470-501341	Propane - 13697 Oak Glen	\$ 618.00	\$ 490.75	\$ 999.26	\$ (381.26)	\$ -	-61.69%
01-40-470-501351	Propane-9781 Avenida Miravilla	\$ 903.00	\$ 550.63	\$ 1,097.78	\$ (194.78)	\$ -	-21.57%
01-40-470-501411	Sanitation - 560 Magnolia	\$ 2,400.00	\$ -	\$ 1,830.74	\$ 569.26	\$ -	23.72%
01-40-470-501461	Sanitation - 815 E. 12th	\$ 4,050.00	\$ -	\$ 2,815.11	\$ 1,234.89	\$ -	30.49%
01-40-470-501471	Sanitation - 11083 Cherry Ave	\$ 3,200.00	\$ 263.54	\$ 2,316.90	\$ 883.10	\$ -	27.60%
01-40-470-501511	Phones - 560 Magnolia	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
01-40-470-501611	Maint & Repair- 560 Magnolia	\$ 18,600.00	\$ 1,355.35	\$ 19,767.32	\$ (1,167.32)	\$ -	-6.28%
01-40-470-501621	Maint & Repair- 12303 Oak Glen	\$ 1,200.00	\$ -	\$ 239.40	\$ 960.60	\$ -	80.05%
01-40-470-501631	Maint & Repair- 13695 Oak Glen	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ -	100.00%
01-40-470-501641	Maint & Repair- 13697 Oak Glen	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
01-40-470-501651	Maint & Rpr-9781 Ave Miravilla	\$ 1,500.00	\$ -	\$ 413.80	\$ 1,086.20	\$ -	72.41%
01-40-470-501661	Maint & Repair- 815 E. 12th	\$ 8,000.00	\$ 397.35	\$ 7,492.59	\$ 507.41	\$ -	6.34%
01-40-470-501691	Maint & Rpr- Bldgds (General)	\$ 8,500.00	\$ 44.50	\$ 6,025.00	\$ 2,475.00	\$ -	29.12%
01-40-470-510001	Auto/Fuel	\$ 75,000.00	\$ 7,237.15	\$ 59,102.14	\$ 15,897.86	\$ -	21.20%
01-40-470-520011	Maint & Rpr-Safety Equipment	\$ 3,000.00	\$ 120.60	\$ 1,585.15	\$ 1,414.85	\$ -	47.16%
01-40-470-520031	Maint & Rpr-General Equipment	\$ 42,500.00	\$ 3,434.25	\$ 33,772.41	\$ 8,727.59	\$ -	20.54%
01-40-470-520041	Maint & Rpr-Fleet	\$ 43,000.00	\$ 1,559.77	\$ 33,529.57	\$ 9,470.43	\$ 72.65	21.86%
01-40-470-520091	Maint & Rpr-Communicatn Equip	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00	\$ -	100.00%
510	General Materials & Supplies						
01-40-510-510031	Small Tools, Parts & Maint	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -	100.00%
	Operations Materials & Supplies	\$ 2,386,095.00	\$ 220,640.68	\$ 1,857,985.99	\$ 528,109.01	\$ 18,816.40	21.34%
410	Source of Supply Services						
01-40-410-500501	State Project Water Purchases	\$ 2,813,692.00	\$ 345,213.00	\$ 2,774,701.00	\$ 38,991.00	\$ -	1.39%
01-40-410-540084	State Mandates & Tariffs	\$ 70,000.00	\$ 2,608.01	\$ 72,219.47	\$ (2,219.47)	\$ -	-3.17%
470	Maintenance & General Plant Services						
01-40-470-540030	Landscape Maintenance	\$ 45,000.00	\$ 393.46	\$ 5,179.69	\$ 39,820.31	\$ -	88.49%
01-40-470-540072	Rechrg Facs, Cnyns&Ponds Maint	\$ 75,000.00	\$ 1,043.23	\$ 35,964.72	\$ 39,035.28	\$ -	52.05%
	Operations Services	\$ 3,003,692.00	\$ 349,257.70	\$ 2,888,064.88	\$ 115,627.12	\$ -	3.85%
Expense Total	OPERATIONS	\$ 7,935,078.00	\$ 709,159.54	\$ 6,093,347.28	\$ 1,841,730.72	\$ 18,816.40	22.97%
50	GENERAL						
01-50-510-540066	Property Damages & Theft	\$ 22,000.00	\$ 9,822.66	\$ 31,845.33	\$ (9,845.33)	\$ -	-44.75%
01-50-510-550040	General Supplies	\$ 12,000.00	\$ 1,719.62	\$ 13,031.51	\$ (1,031.51)	\$ -	-8.60%
01-50-510-550060	Public Education	\$ 5,000.00	\$ -	\$ 840.00	\$ 4,160.00	\$ -	83.20%
	General Materials & Supplies	\$ 39,000.00	\$ 11,542.28	\$ 45,716.84	\$ (6,716.84)	\$ -	-17.22%
01-50-510-550096	Beaumont Basin Watermaster	\$ 42,000.00	\$ -	\$ 24,493.66	\$ 17,506.34	\$ -	41.68%
	General Services	\$ 42,000.00	\$ -	\$ 24,493.66	\$ 17,506.34	\$ -	41.68%
Expense Total	GENERAL	\$ 81,000.00	\$ 11,542.28	\$ 70,210.50	\$ 10,789.50	\$ -	13.32%
Expense Total	ALL EXPENSES	\$ 13,718,669.00	\$ 1,109,726.90	\$ 9,689,904.99	\$ 4,028,764.01	\$ 18,816.40	29.23%

Beaumont-Cherry Valley Water District
Statement of Cash Flows and Reconciliation to Cash Balance and Investment Report (unaudited)
For the Nine Months Ended September 30, 2018 and 2017

YEAR-TO-DATE CASH & INVESTMENT FLOWS

	September 30, 2018	September 30, 2017	
Cash flows from operating activities:			
Receipts from customers	\$ 10,156,126	\$ 9,165,570	
Payments to employees for salaries and benefits	(2,661,872)	(2,595,594)	
Payments to suppliers and service providers	(5,223,768)	(5,283,106)	
Receipt of customer deposits	58,413	38,054	
Net cash provided by operating activities	2,328,899	1,324,924	(1)
Cash flows from capital and related financing activities:			
Acquisition and construction of capital assets	(1,709,558)	(604,089)	(2)
Capital contributions	4,431,311	6,272,287	(1)
Rental income	16,820	14,849	(1)
Net cash provided by capital and related financing activities	2,738,573	5,683,047	
Cash flows from investing activities:			
Interest received	778,006	156,631	(1)
Net increase in cash and cash equivalents	5,845,478	7,164,602	
Cash and investments, beginning of year	51,174,856	38,833,023	
Cash and investments, September 30	<u>\$ 57,020,334</u>	<u>\$ 45,997,625</u>	

RECONCILIATION TO CASH & INVESTMENT BALANCE REPORT

Cash Per Cash Balance & Investment Report:			
General #4152	\$ 1,289,156	\$ 14,897,124	
Ca. State Treasurer's Office: Local Agency Investment Fund	24,412,910	24,069,134	
CalTRUST Short Term Fund	31,272,326	7,013,067	
Total Cash Per Cash Balance & Investment Report:	<u>\$ 56,974,392</u>	<u>\$ 45,979,325</u>	
Adjustments to Reconcile GL to Cash Balance & Investment Report:			
<i>(Timing Differences Between Bank and Book)</i>			
Deposits in transit	\$ 37,832	\$ 22,761	
Outstanding checks and bank debits	(13,203)	(5,861)	
CalTRUST Short Term Fund Cumulative Unrealized Loss	19,913	-	
Petty Cash and Cash on Hand	1,400	1,400	
Total Adjustments:	<u>\$ 45,942</u>	<u>\$ 18,300</u>	
Reconciled Cash and Investments	<u>\$ 57,020,334</u>	<u>\$ 45,997,625</u>	

CASH & INVESTMENT BALANCE CLASSIFICATIONS

Restricted Cash and Investments			
Restricted Cash and Investments - Capital Commitments	\$ 25,318,383	\$ 16,316,100	
Restricted Cash and Investments - Funds Held for Others	3,229,761	2,772,712	
Total Restricted Cash and Investments	<u>\$ 28,548,144</u>	<u>\$ 19,088,812</u>	
Unrestricted Cash and Investments			
Designated:			
Reserve for Operations (3 months of budg. op. expenses)	\$ 2,790,972	\$ 2,252,877	
Emergency Reserve (15% of budg. op. expenses)	1,674,583	1,351,726	
Capital Replacement Reserve	24,006,635	23,304,210	
Total Unrestricted Cash and Investments	<u>\$ 28,472,190</u>	<u>\$ 26,908,813</u>	
Total Cash and Investments	<u>\$ 57,020,334</u>	<u>\$ 45,997,625</u>	

(1) Cash basis accounting, while Budget Variance Reports are accrual basis (timing differences).

(2) Cash basis accounting, affecting asset accounts that are not reflected in the Budget Variance Reports.



**Beaumont-Cherry Valley Water District
Cash Balance & Investment Report
As of September 30, 2018**

Account Name	Account Ending #	Cash Balance Per Account		Actual % of	Policy % Limit	Maturity	Par Amount	Rate	2018 Interest to Date
		Balance	Prior Month Balance						
General Wells Fargo	4152	\$1,289,156.25	\$1,194,045.72						
	Total Cash	\$ 1,289,156.25	\$ 1,194,045.72						
Investment Summary									
Account Name		Market Value	Prior Month Balance	Total					
Ca. State Treasurer's Office: Local Agency Investment Fund		\$24,412,910.21	\$24,412,910.21	44%	No Limit	Liquid	N/A	2.09	\$278,631.52
CalTRUST Short Term Fund		\$31,272,326.42	\$31,251,052.88	56%	No Limit	Liquid	N/A	2.21	\$393,400.76
Total Investments		\$55,685,236.63	\$55,663,963.09						\$672,032.28
Total Cash & Investments	\$	56,974,392.88	\$	56,858,008.81					

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

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

Accounts Payable

Checks by Date - Detail by Check Date

User: wclayton
Printed: 10/24/2018 8:16 AM

Beaumont-Cherry Valley Water District

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



Check No	Vendor No	Vendor Name	Check Date	Void	Check Amount
Invoice No	Description	Reference	Checks		
ACH	10085	CalPERS Retirement System	10/04/2018		
	76725	PR Batch 00001.10.2018 CalPERS 7% EE Deduction			3,676.50
	76725	PR Batch 00001.10.2018 CalPERS 8% EE Paid			2,063.18
	76725	PR Batch 00001.10.2018 CalPERS 1% ER Paid			165.13
	76725	PR Batch 00001.10.2018 CalPERS 8% ER Paid			1,091.08
	76725	PR Batch 00001.10.2018 CalPERS ER Paid Classic			8,041.16
	76725	PR Batch 00001.10.2018 CalPERS ER PEPA			2,721.35
Total for this ACH Check for Vendor 10085:				0.00	17,758.40
ACH	10087	EDD	10/04/2018		
	1-239-160-128	PR Batch 00001.10.2018 State Income Tax			2,973.35
	1-239-160-128	PR Batch 00002.10.2018 State Income Tax			296.84
	1-239-160-128	PR Batch 00001.10.2018 CA SDI			880.62
Total for this ACH Check for Vendor 10087:				0.00	4,150.81
ACH	10094	U.S. Treasury	10/04/2018		
	13876399	PR Batch 00002.10.2018 Federal Income Tax			638.36
	13876399	PR Batch 00001.10.2018 FICA Employee Portion			5,428.46
	13876399	PR Batch 00002.10.2018 Medicare Employee Portion			42.07
	13876399	PR Batch 00001.10.2018 FICA Employer Portion			5,428.46
	13876399	PR Batch 00001.10.2018 Federal Income Tax			9,026.02
	13876399	PR Batch 00001.10.2018 Medicare Employer Portion			1,389.41
	13876399	PR Batch 00001.10.2018 Medicare Employee Portion			1,389.41
	13876399	PR Batch 00002.10.2018 Medicare Employer Portion			42.07
Total for this ACH Check for Vendor 10094:				0.00	23,384.26
ACH	10141	Ca State Disbursement Unit	10/04/2018		
	EO8YR4L6657	PR Batch 00001.10.2018 Garnishment			266.30
	EO8YR4L6657	PR Batch 00001.10.2018 Garnishment			288.46
Total for this ACH Check for Vendor 10141:				0.00	554.76
ACH	10203	Voya Financial	10/04/2018		
	VB1450 - PP20	PR Batch 00001.10.2018 Deferred Comp			475.00
Total for this ACH Check for Vendor 10203:				0.00	475.00
ACH	10264	CalPERs Supplemental Income Plans	10/04/2018		
	15447118	PR Batch 00001.10.2018 CalPERS 457 %			44.27
	15447118	PR Batch 00001.10.2018 CalPERS 457			1,304.05
Total for this ACH Check for Vendor 10264:				0.00	1,348.32
8152	UB*03123	Arlene Sandoval	10/04/2018		
		Refund Check			127.09
Total for Check Number 8152:				0.00	127.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8153	10000	A C Propane Co	10/04/2018		
	217765	Propane Apr thru Sept 2018 - 13697 Oak Glen Rd			490.75
	217765	Propane Credit Balance - J Bean 13697 Oak Glen Rd			-139.25
	217765	Propane Apr thru Sept 2018 - 13697 Oak Glen Rd			-490.75
	217765	Apply Propane Credit Balance - J Bean 13697 Oak Glen Rd			630.00
	217766	Apply Propane Credit Balance - J Haggin 13695 Oak Glen Rd			630.00
	217766	Propane Apr thru Sept 2018 - 13695 Oak Glen Rd			-509.83
	217766	Propane Apr thru Sept 2018 - 13695 Oak Glen Rd			509.83
	217766	Propane Credit Balance - J Haggin 13695 Oak Glen Rd			-120.17
	217767	Apply Propane Credit Balance - M Morales 9781 Ave Miravilla			630.00
	217767	Propane Apr thru Sept 2018 - 9781 Avenida Miravilla			550.63
	217767	Propane Apr thru Sept 2018 - 9781 Avenida Miravilla			-550.63
	217767	Propane Credit Balance - M Morales 9781 Ave Miravilla			-79.37
Total for Check Number 8153:				0.00	1,551.21
8154	10319	ACWA Joint Powers Insurance Authority	10/04/2018		
	B016	Property/Auto/General Liability Insurance 10/1/2018 - 09/30/2019			4,840.66
	B016	Property/Auto/General Liability Insurance 10/1/2018 - 09/30/2019			53,247.04
Total for Check Number 8154:				0.00	58,087.70
8155	10003	All Purpose Rental	10/04/2018		
	35533	Broom/Broom Handle/Brace - Replacement Unit 5			35.40
Total for Check Number 8155:				0.00	35.40
8156	10283	BCVWD Custodian of Petty Cash	10/04/2018		
	08282018	Lunch Reim-Infrastructure Finance Seminar 8/29 Rodriguez/Clayton			27.79
Total for Check Number 8156:				0.00	27.79
8157	10557	Beaumont Copy & Graphics	10/04/2018		
	8729	Generic Business Cards			57.05
	8729	Business Cards - S Hernandez			29.04
Total for Check Number 8157:				0.00	86.09
8158	10279	C&B Crushing Inc	10/04/2018		
	6530	10 Wheeler Asphalt Dumps - Mains/Service Lines			90.00
	6530	10 Wheeler Asphalt Dumps - Meter Maint			90.00
Total for Check Number 8158:				0.00	180.00
8159	10021	Fedex	10/04/2018		
	6-315-12404	Paperwork for 3 New Trucks Units 35 36 37			26.20
Total for Check Number 8159:				0.00	26.20
8160	10600	Gaucha Gophers & Landscape Management	10/04/2018		
	10022018	NCR 1 Rodent Control - Sept 2018			1,000.00
Total for Check Number 8160:				0.00	1,000.00
8161	10202	Kaboo Leasing Co.	10/04/2018		
	412485	Cut and Weld on Flange - Main Line 9383 06 Rd			440.00
Total for Check Number 8161:				0.00	440.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8162	10408 0577278	Kenny Strickland Inc (12) 5 Gallon Drums Oil - District Wells	10/04/2018		601.16
Total for Check Number 8162:				0.00	601.16
8163	10636 09282018	La Ti Da Studio Headshot for Board Member - L Williams	10/04/2018		60.00
Total for Check Number 8163:				0.00	60.00
8164	10026 515875 RI	McCrometer Inc Repair 2 FH Meters/1 Under Warranty 1 Needed Repairs	10/04/2018		610.09
Total for Check Number 8164:				0.00	610.09
8165	10278	MetLife - Group Benefits	10/04/2018		
	KM05754034 Oct	MetLife Vision Ins Credit Refund Emp V Litka			8.56
	KM05754034 Oct	MetLife Vision Ins Jul 2018 - J Shackelford			8.56
	KM05754034 Oct	MetLife Dental Ins Aug/Sept 2018 - Credit I Garcia			-50.76
	KM05754034 Oct	MetLife Dental Ins Aug/Sept 2018 - Credit J Shackelford			-50.76
	KM05754034 Oct	MetLife Vision Ins Corrections 2018 Summary			-74.06
	KM05754034 Oct	MetLife Vision Ins Jul 2018 - J Shackelford			-8.56
	KM05754034 Oct	MetLife Dental Ins Aug/Sept 2018 - Credit T Lara			-142.16
	KM05754034 Oct	MetLife Vision Ins Oct 2018			176.78
	KM05754034 Oct	MetLife Vision Ins Pending Billing Jul-Oct Sweeny			86.64
	KM05754034 Oct	MetLife Vision Ins Credit Refund Emp E Gonzales			21.66
	KM05754034 Oct	MetLife Vision Ins Aug/Sept 2018 - Credit I Garcia			-17.12
	KM05754034 Oct	MetLife Vision Ins Aug/Sept 2018 - Credit J Shackelford			-17.12
	KM05754034 Oct	MetLife Vision Ins Aug/Sept 2018 - V Litka			17.12
	KM05754034 Oct	MetLife Vision Ins Pending Credit Jul-Oct Becerra			-42.80
	KM05754034 Oct	MetLife Dental Ins Aug/Sept 2018 - V Litka			50.76
	KM05754034 Oct	MetLife Dental Ins Oct 2018			619.46
Total for Check Number 8165:				0.00	586.20
8166	10634 09092018 09232018	Robert Mitchell (15) Truck Washes Sept 2018 (18) Truck Washes Sept 2018	10/04/2018		225.00 310.00
Total for Check Number 8166:				0.00	535.00
8167	10045 R141465 R141466	Pacific Alarm Service Inc Alarm Equip/Rent/Service/Monitor 560 Magnolia Oct 2018 Alarm Equip/Rent/Service/Monitor 11083 Cherry Ave Oct 2018	10/04/2018		368.00 44.50
Total for Check Number 8167:				0.00	412.50
8168	10056 P95935	RDO Equipment Co. Trust# 80-5800 (20) Disking Disks	10/04/2018		1,465.95
Total for Check Number 8168:				0.00	1,465.95
8169	10629 5147267 5147267 5147267	Redlands Ford (1) Bed Liner and Tail Gate Liner - Unit 35 (1) Bed Liner and Tail Gate Liner - Unit 37 (1) Bed Liner and Tail Gate Liner - Unit 36	10/04/2018		245.90 245.91 245.91
Total for Check Number 8169:				0.00	737.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8170	10171 18-242231 18-264408	Riverside Assessor - County Recorder Aug 2018 Lien Fees Aug 2018 Lien Fees	10/04/2018		54.00 36.00
Total for Check Number 8170:				0.00	90.00
8171	10042 07132135000Sept	Southern California Gas Company Monthly Gas Charges 08/24 - 09/24/2018 Sept	10/04/2018		15.29
Total for Check Number 8171:				0.00	15.29
8172	10276 00610763 Oct 2018	Standard Insurance Company Monthly Life & AD&D Insurance Oct 2018	10/04/2018		1,572.28
Total for Check Number 8172:				0.00	1,572.28
8173	10284 920180044 920180044	Underground Service Alert of Southern California 127 New Ticket Charges Sept 2018 Monthly Maintenance Fee Sept 2018	10/04/2018		209.55 10.00
Total for Check Number 8173:				0.00	219.55
8174	10385 5423797	Waterline Technologies, Inc. - PSOC 900 Gallons Chlorine - Well 29	10/04/2018		1,089.00
Total for Check Number 8174:				0.00	1,089.00
Total for 10/4/2018:				0.00	117,227.77
ACH	10288 09142018 09142018 09142018 09142018	CalPERS Health Fiscal Services Division Admin Fee for Health Insurance Oct 2018 Active Employees Health Insurance Oct 2018 B Ortega (Not Invoiced) Oct 2018 Retired Employees Health Insurance Oct 2018	10/08/2018		117.15 46,973.60 -666.80 1,801.20
Total for this ACH Check for Vendor 10288:				0.00	48,225.15
Total for 10/8/2018:				0.00	48,225.15
8175	10048 W1006178 W1006178	Brithinee Electric Bearings/Sight Glass/Oil Fill Plugs/Locknut-Washer - Well 22 Labor - Repair Motor - Well 22	10/11/2018		2,908.88 6,040.72
Total for Check Number 8175:				0.00	8,949.60
8176	10728 WE.18.064-1	Cavanaugh & Associates, P.A. Consulting Service - 2017 AWWA Water Audit Level 1 Validation	10/11/2018		2,500.00
Total for Check Number 8176:				0.00	2,500.00
8177	10614 23487 23487 23492 23492	Cherry Valley Automotive Oil/Oil Filter - OD 64445 Unit 5 Labor - Change/Replace Oil/Filter - OD 64445 Unit 5 Labor - Mount/Balance Tires OD 54743 Unit 17 (4) Tires/Stems OD 54743 Unit 17	10/11/2018		112.43 22.00 82.47 592.09
Total for Check Number 8177:				0.00	808.99
8178	10465 AR824621 AR824621	Image Source Xerox 3610 Usage Charges 10/01 - 10/31/2018 Oct Xerox 3610 Contract Charges 09/01 -09/30/2018 Sept	10/11/2018		65.19 662.83
Total for Check Number 8178:				0.00	728.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8179	10429	Legend Pump & Well Service Inc	10/11/2018		
	55122	Mobilize/Demobilize Well Pump - Well 22			1,800.00
	55122	Pump Depth at 555'/Actual 620' Per Bid - Well 22			1,033.50
	55122	Inspect/Refurbish Existing Pump Discharge Head - Well 22			460.00
	55122	Permit/Insurance/Management - Well 22			2,500.00
	55122	Inspect Pump Column/Tube/Shaft - Well 22			8,820.00
	55122	Preform Video Log/Clarify Water/2 - Well 22			900.00
	55122	Bail Well Clean/8hrs @ 310.00 - Well 22			2,480.00
	55122	Disassemble/Inspect Bowl for Evaluation - Well 22			784.00
	55122	Remove Pumping Unit Bowl/Lakos/Sand Separator - Well 22			840.00
	55122	Pump Installed in 10' Length/18hrs @ 410.00 - Well 22			7,380.00
Total for Check Number 8179:				0.00	26,997.50
8180	10634	Robert Mitchell	10/11/2018		
	10082018	(17) Truck Washes Oct 2018			255.00
Total for Check Number 8180:				0.00	255.00
8181	10102	Pat's Pots	10/11/2018		
	16881	(3) Rentals Portable Toilet 7/3 - 7/30/2018			310.00
	16882	(3) Rentals Portable Toilet 7/31 - 8/27/2018			310.00
	16883	(3) Rentals Portable Toilet 8/28 - 9/24/2018			310.00
	16884	(3) Rentals Portable Toilet 9/25 - 10/22/18			310.00
Total for Check Number 8181:				0.00	1,240.00
8182	10290	San Gorgonio Pass Water Agency	10/11/2018		
	18-00180	1,089 AF @ \$317 for Sept 2018			345,213.00
Total for Check Number 8182:				0.00	345,213.00
8183	10255	Unlimited Services Building Maintenance	10/11/2018		
	0373848-IN	Sept 2018 Janitorial Services 815 E 12th/Palm			150.00
	0373849-IN	Sept 2018 Janitorial Services for 560 Magnolia Ave			845.00
Total for Check Number 8183:				0.00	995.00
8184	10385	Waterline Technologies, Inc. - PSOC	10/11/2018		
	5428071	(900) Gallon Chlorine - Well 29			1,089.00
Total for Check Number 8184:				0.00	1,089.00
8185	10390	Dangelo Company	10/11/2018		
	S1347546.001	(1) 6" x 18" x 6" Hole B/O Spool - Inventory			128.91
	S1347546.001	(1) 6" Flgd 45 - Inventory			86.59
Total for Check Number 8185:				0.00	215.50
8186	10273	Inland Water Works Supply Co.	10/11/2018		
	S1014528.005	(2) 2" Ball Valves - Inventory			310.45
	S1015143.001	(240) Security Seals on Transmitters for Radio Reads - Inventory			50.69
	S1015143.001	(180) Transmitters for Radio Reads - Inventory			14,255.32
	S1015344.003	(4) 10" MJ Sleeves - Inventory			848.98
	S1015846.002	(12) 2" Meter Bolt Sets - Inventory			39.93
	S1015846.002	(10) 6" Red Gaskets - Inventory			42.02
	S1015846.002	(40) 2" Meter Gaskets Drop - Inventory			114.04
	S1015925.001	(200) 1" x 6" Brass Nipples - Inventory			2,587.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	S1015925.001	(50) 1" Lock On - Inventory			5,015.77
	S1015925.001	(60) 1" x 5" U Branch - Inventory			3,928.13
	S1015925.001	(70) 1" Lock Off - Inventory			6,356.82
	S1015925.001	(150) 1" x 2 5/8" Meter Couplings - Inventory			2,304.61
	S1015925.001	(12) 1" Couplings - Inventory			139.39
	S1015925.001	(200) 1" x Close Brass Nipples - Inventory			707.48
	S1015927.001	(150) 1" Check Valves - Inventory			13,621.76
	S1015927.001	(100) 1" Ball Valves - Inventory			3,907.01
Total for Check Number 8186:				0.00	54,229.48
8187	10196	National Meter & Automation, Inc	10/11/2018		
	S1103613.001	(142) 5/8" Meters with Wires - Inventory			20,808.68
	S1103973.005	(46) 5/8" Reg w/Wire - Inventory			3,947.63
	S1105187.001	(48) 1" Badger Meter w/ Wire - Inventory			11,637.00
Total for Check Number 8187:				0.00	36,393.31
8189	UB*03116	Cynthia Allison	10/11/2018		
		Refund Check			158.49
Total for Check Number 8189:				0.00	158.49
8190	UB*03119	Jeanne Burke	10/11/2018		
		Refund Check			186.09
Total for Check Number 8190:				0.00	186.09
8191	UB*03133	Dennis & Pamela Campbell	10/11/2018		
		Refund Check			128.22
		Refund Check			21.72
		Refund Check			41.80
		Refund Check			58.26
Total for Check Number 8191:				0.00	250.00
8192	UB*03124	Lydia Garcia	10/11/2018		
		Refund Check			250.00
Total for Check Number 8192:				0.00	250.00
8193	UB*03122	Ryan Lane	10/11/2018		
		Refund Check			120.15
Total for Check Number 8193:				0.00	120.15
8194	UB*03128	Tanesha Moreno	10/11/2018		
		Refund Check			242.35
Total for Check Number 8194:				0.00	242.35
8195	UB*03115	Natalie Palacios	10/11/2018		
		Refund Check			5.00
Total for Check Number 8195:				0.00	5.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8196	UB*03131	Jolena Perez Refund Check Refund Check Refund Check Refund Check	10/11/2018		7.66 15.55 5.50 15.01
Total for Check Number 8196:				0.00	43.72
8197	UB*03120	Martha Plumley Refund Check	10/11/2018		142.23
Total for Check Number 8197:				0.00	142.23
8198	UB*03118	Neal Prentiss Refund Check	10/11/2018		2.01
Total for Check Number 8198:				0.00	2.01
8199	UB*03126	Juan Ramirez Refund Check	10/11/2018		147.25
Total for Check Number 8199:				0.00	147.25
8200	UB*03127	Robert Rodriguez Refund Check	10/11/2018		1.97
Total for Check Number 8200:				0.00	1.97
8201	UB*03130	Selina Romero Refund Check Refund Check Refund Check Refund Check	10/11/2018		37.34 38.21 13.13 18.31
Total for Check Number 8201:				0.00	106.99
8202	UB*03125	RSI Communities LLC Refund Check	10/11/2018		78.28
Total for Check Number 8202:				0.00	78.28
8203	UB*03132	Philip Samuels Refund Check Refund Check Refund Check Refund Check	10/11/2018		314.80 129.66 44.56 62.10
Total for Check Number 8203:				0.00	551.12
8204	UB*03117	Tawny Solis Refund Check Refund Check Refund Check Refund Check	10/11/2018		10.64 30.94 14.82 24.61
Total for Check Number 8204:				0.00	81.01
8205	UB*03121	Lilian Marie Songcuan Refund Check Refund Check Refund Check Refund Check	10/11/2018		2.76 1.33 0.95 14.72
Total for Check Number 8205:				0.00	19.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8206	UB*03129	Aron Soto Refund Check Refund Check Refund Check Refund Check	10/11/2018		31.30 10.56 35.38 14.73
Total for Check Number 8206:				0.00	91.97
Total for 10/11/2018:				0.00	482,092.79
8188	10287	Bank of the West	10/12/2018		
	10031	Staples Business Advantage Return of (1) Chair - Customer Service			-107.74
	10035	USA Blue Book (5) DPD Dispenser Sample 1000 Test - 12th/Palm (2) Replacement Glass Sample Tube - 12th/Palm			995.67 48.05
	10135	Big Time Design (1) Jacket - Field Staff (4) Pants - Field Staff (12) Long Sleeve Shirts - Field Staff (1) Vest - Field Staff (2) T - Shirts - Field Staff			32.32 94.82 271.53 26.94 38.79
	10147	Online Information Services, Inc 199 Credit Reports Aug 2018			572.70
	10162	In Gear Technology Cables/Ends - Unit 8 Labor Repair/Make Cable - Unit 8			32.32 80.00
	10173	California Society of Municipal Finance Officers CSMFO Conference Jan 2019 Pre-Paid - Y Rodriguez			370.00
	10192	Jaytown Industries Inc 5 Sets - BCVWD Round Decals - Trucks			145.46
	10274	Beaumont Chamber of Commerce Beaumont Chamber of Commerce/Pass Area Region Economic-W Clayton			40.00
	10420	Amazon.com (2) 18 Volt Charger/Battery Combo - Unit 5 17			243.50
	10424	Top-Line Industrial Supply, LLC Nipple/Quick Connection - Unit 8			28.65
	10453	Custom Trophies Name Plate - E Gonzales Name Plate - L Williams			14.01 14.01
	10526	Verizon Monthly Phone Services - Sept 2018			961.67
	10546	Frontier Communications Monthly Fax/Fios - 12th/Palm Sept 2018 Monthly Fax/Fios 560 Magnolia - Sept 2018			307.76 283.98
	10573	O'Reilly Auto Parts Floor Mats - Units 35 36 37			80.78
	10623	WP Engine Monthly Web Hosting - 560 Magnolia Sept 2018			35.00
	10629	Redlands Ford Labor Install Lights/Arrowbar - Unit 35 Lights/Arrowbar - Unit 35			460.00 1,037.40
	10630	FMB Truck Outfitters, Inc Arrow Lights/Flashers - Unit 37 Arrow Lights/Flashers - Unit 36			1,497.40 1,497.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	10692	MMSoft Design Network Monitoring Software - 560 Magnolia Aug 2018			104.71
	10698	D & S Towing Tow - Unit 18			135.00
	10710	The Book Patch Practical Guide Book - Prop 218			47.19
	10724	The Riviera Palm Springs Prepaid Hotel CSMFO Conference Jan 2019 - S Molina/L Gonzales			262.77
		Prepaid Hotel CSMFO Conference Jan 2019 - Y Rodriguez			262.77
		Prepaid Hotel CSMFO Conference Jan 2019 - W Clayton			262.77
	10725	Radisson Hotel Midtown Booking Fee - J Bean			11.38
		Hotel for CC Sepc USC Course 11/5 - 11/9/2018 - J Bean			455.16
	10726	KV's Floor & Home (4) Blinds With Valance - 560 Magnolia Ave			500.00
	10727	Aveta Business Institute California Use Tax - Certificate/Textbook - R Rasha			-4.65
		Lean Six Sigma Black Belt Certification - R Rasha			347.98
		Physical Textbook - R Rasha			25.62
	10729	Baja Miguel's Tri State Seminar/Meal - K Dahlstrom 9/25/18			15.10
	10730	Coronado Cafe Tri State Seminar/Meal - K Dahlstrom 9/26/18			15.05
	10731	Garden Buffet Tri State Seminar/Meal - K Dahlstrom 9/25/18			4.30
Total for Check Number 8188:				0.00	11,547.57
Total for 10/12/2018:				0.00	11,547.57
8207	10697	Fairview Ford Sales, Inc	10/16/2018		
	190042	(1) 2019 F-Series SD F250 4x4 - Board Approved 07.11.2018			30,715.35
Total for Check Number 8207:				0.00	30,715.35
Total for 10/16/2018:				0.00	30,715.35
ACH	10085	CalPERS Retirement System	10/18/2018		
	15422256	PR Batch 00003.10.2018 CalPERS ER PEPRA			2,736.85
	15422256	PR Batch 00003.10.2018 CalPERS 8% EE Paid			2,063.18
	15422256	PR Batch 00003.10.2018 CalPERS 8% ER Paid			1,091.08
	15422256	PR Batch 00003.10.2018 CalPERS ER Paid Classic			8,041.16
	15422256	PR Batch 00003.10.2018 CalPERS 7% EE Deduction			3,690.86
	15422256	PR Batch 00003.10.2018 CalPERS 1% ER Paid			165.13
Total for this ACH Check for Vendor 10085:				0.00	17,788.26
ACH	10087	EDD	10/18/2018		
	1-023-202-624	PR Batch 00003.10.2018 State Income Tax			3,483.63
	1-023-202-624	PR Batch 00003.10.2018 CA SDI			889.46
Total for this ACH Check for Vendor 10087:				0.00	4,373.09
ACH	10094	U.S. Treasury	10/18/2018		
	60504746	PR Batch 00003.10.2018 Federal Income Tax			9,286.01
	60504746	PR Batch 00003.10.2018 FICA Employee Portion			5,623.19
	60504746	PR Batch 00003.10.2018 Medicare Employee Portion			1,441.33
	60504746	PR Batch 00003.10.2018 FICA Employer Portion			5,623.19
	60504746	PR Batch 00003.10.2018 Medicare Employer Portion			1,441.33
Total for this ACH Check for Vendor 10094:				0.00	23,415.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10141 4KEH0AU6657 4KEH0AU6657	Ca State Disbursement Unit PR Batch 00003.10.2018 Garnishment PR Batch 00003.10.2018 Garnishment	10/18/2018		288.46 266.30
Total for this ACH Check for Vendor 10141:				0.00	554.76
ACH	10203 VB1450-PP21	Voya Financial PR Batch 00003.10.2018 Deferred Comp	10/18/2018		475.00
Total for this ACH Check for Vendor 10203:				0.00	475.00
ACH	10264 15469006 15469006	CalPERS Supplemental Income Plans PR Batch 00003.10.2018 CalPERS 457 PR Batch 00003.10.2018 CalPERS 457 %	10/18/2018		1,304.05 44.27
Total for this ACH Check for Vendor 10264:				0.00	1,348.32
ACH	10030 2039374889 Sept 2039374889 Sept 2039374889 Sept 2039374889 Sept 2039374889 Sept 2039374889 Sept 2039374889 Sept 2039374889 Sept	Southern California Edison Electricity 08/22 - 09/21/2018 - 13697 Oak Glen Rd Sept Electricity 05/23 - 06/22/2018 - Wells Sept Electricity 08/22 - 09/21/2018 - 12303 Oak Glen Rd Sept Electricity 08/22 - 09/21/2018 - 13695 Oak Glen Rd Electricity 08/22 - 09/21/2018 - Wells Sept Electricity 08/22 - 09/21/2018 - 815 E 12th Ave Sept Electricity 08/22 - 09/21/2018 - 560 Magnolia Ave Electricity 08/22 - 09/21/2018 - 9781 Avenida Miravilla Sept	10/18/2018		213.32 43.15 203.28 161.27 162,149.92 544.53 2,295.58 157.20
Total for this ACH Check for Vendor 10030:				0.00	165,768.25
ACH	10086 461540	American Family Life Assurance Company of Columbus AFLAC Employee Insurance Sept 2018	10/18/2018		773.28
Total for this ACH Check for Vendor 10086:				0.00	773.28
ACH	10132 3343638 3343703 3346863 3347046	South Coast AQMD Fac ID 140810 Annual Renewal Fees Fac ID 148118 Annual Renew Fees Fac ID 140810 Flat Fee For Prior Year Emissions Fac ID 148118 Flat Fee For Prior Year Emissions	10/18/2018		406.79 406.79 131.79 131.79
Total for this ACH Check for Vendor 10132:				0.00	1,077.16
ACH	10138 HW201 Oct 2018	ARCO Business Solutions ARCO Fuel Charges 09/12 - 10/11/2018 Oct 2018	10/18/2018		6,644.26
Total for this ACH Check for Vendor 10138:				0.00	6,644.26
8208	UB*03145	Jose Arauza Refund Check	10/18/2018		11.37
Total for Check Number 8208:				0.00	11.37
8209	UB*03134	Joyce Bender Refund Check	10/18/2018		80.03
Total for Check Number 8209:				0.00	80.03

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8210	UB*03137	Garrett & Cheryl Caldwell Refund Check Refund Check Refund Check Refund Check	10/18/2018		34.40 16.63 74.85 24.67
Total for Check Number 8210:				0.00	150.55
8211	UB*03140	Israel Charles Refund Check Refund Check Refund Check Refund Check	10/18/2018		74.88 35.88 25.74 61.93
Total for Check Number 8211:				0.00	198.43
8212	UB*03150	Carter Dean Refund Check Refund Check Refund Check Refund Check	10/18/2018		7.87 10.97 16.53 22.89
Total for Check Number 8212:				0.00	58.26
8213	UB*03143	Maureen Gibson Refund Check Refund Check Refund Check Refund Check	10/18/2018		25.81 18.52 105.70 53.88
Total for Check Number 8213:				0.00	203.91
8214	UB*03147	Arthur & Sarin Guerrero Refund Check Refund Check Refund Check Refund Check	10/18/2018		20.63 43.07 25.27 14.81
Total for Check Number 8214:				0.00	103.78
8215	UB*03151	Dolores Haight Refund Check Refund Check Refund Check	10/18/2018		73.50 23.10 32.20
Total for Check Number 8215:				0.00	128.80
8216	UB*03142	Tanya Harrah Refund Check Refund Check Refund Check Refund Check	10/18/2018		50.59 24.24 17.39 40.06
Total for Check Number 8216:				0.00	132.28
8217	UB*03138	Integrity Contractors Inc Refund Check Refund Check	10/18/2018		1,861.86 5.00
Total for Check Number 8217:				0.00	1,866.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8218	UB*03148	Mamco Inc Refund Check	10/18/2018		1,861.43
Total for Check Number 8218:				0.00	1,861.43
8219	UB*03146	Dean McKernan Refund Check	10/18/2018		72.35
Total for Check Number 8219:				0.00	72.35
8220	UB*03144	Peter or Melissa Moreno Refund Check Refund Check Refund Check Refund Check	10/18/2018		70.77 23.94 57.64 33.38
Total for Check Number 8220:				0.00	185.73
8221	UB*03136	James Rollins Refund Check Refund Check	10/18/2018		24.68 8.57
Total for Check Number 8221:				0.00	33.25
8222	UB*03149	Jason Sieg Refund Check	10/18/2018		20.60
Total for Check Number 8222:				0.00	20.60
8223	UB*03141	Danielle Sisk Refund Check	10/18/2018		9.32
Total for Check Number 8223:				0.00	9.32
8224	UB*03139	Cindy Torres Refund Check	10/18/2018		35.20
Total for Check Number 8224:				0.00	35.20
8225	UB*03135	Dennis and Donna Wilcox Refund Check Refund Check Refund Check	10/18/2018		28.80 13.80 9.90
Total for Check Number 8225:				0.00	52.50
8226	10001	Action True Value Hardware	10/18/2018		
	46957	Purple Primer - Unit 19			5.17
	46957	Locktight - Cat Backhoe			8.61
	46957	Teflon Tape - Build Meters			9.87
	46957	Bolt - CAT Backhoe			0.63
	46957	Hose BIBB - Temp Meter/Developers			18.31
	46957	Wooden Stakes - Straw Waddle NCR 1			13.07
	46957	Couplings/Caps/Pipe/Nut/Bolts - 9320 Oak Glen Rd			38.76
	46957	Gallon of Chlorine - Relocate Fire Hydrant			4.29
	46957	Trench Shovel - Unit 10			28.00
	46957	Teflon Tape - Build Meters			2.47
	46957	Cement Glue - Unit 19			6.99
	46957	Round Up - General Clean Up			50.63
	46957	Teflon Tape - Temp Meter/Developer			1.61
Total for Check Number 8226:				0.00	188.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8227	10319	ACWA Joint Powers Insurance Authority	10/18/2018		
	09302018	2018/2019 1st Qtr Workers Comp Rate Adjustment			-235.77
	09302018	2018/2019 1st Qtr Workers Comp Rate Adjustment			-175.51
	09302018	2018/2019 1st Qtr Workers Comp Rate Adjustment			-588.14
	09302018	2018/2019 1st Qtr Workers Comp Rate Adjustment			-5.61
	09302018	2018/2019 1st Qtr Workers Comp Rate Adjustment			-103.99
	09302018	2018/2019 1st Qtr Workers Comp Rate Adjustment			-71.25
	09302018	2018/2019 1st Qtr Workers Comp Rate Adjustment			-21.33
	09302018	2018/2019 1st Qtr Workers Comp			9,191.12
Total for Check Number 8227:				0.00	7,989.52
8228	10144	Alsco Inc	10/18/2018		
	LYUM1299637	Cleaning of Mats & Shop Towels - 12th/Palm Sept 2018			35.10
	LYUM1299639	Cleaning of 3 Office Mtats - 560 Magnolia Sept 2018			34.26
	LYUM1303360	Cleaning of 3 Mats & Shop Towels - 12th/Palm Sept 2018			35.10
	LYUM1303362	Cleaning of 3 Office Mats - 560 Magnolia Sept 2018			34.26
Total for Check Number 8228:				0.00	138.72
8229	10733	Luis Azarcoya	10/18/2018		
	21427000	Issue Refund From Unclaimed Funds			135.00
Total for Check Number 8229:				0.00	135.00
8230	10272	Babcock Laboratories Inc	10/18/2018		
	BI80261	(12) Coliforms Lab Sample - B1-6 B10 H1 I1 I2 M1 N3			480.00
	BI80264	(2) Coliforms Lab Sample Wells - 6 24			80.00
	BI80265	(16) Copper ICPMS Residents			240.00
	BI80265	(16) Lead ICPMS Residents			240.00
	BI80454	(14) Copper ICPMS Residents			210.00
	BI80454	(14) Lead ICPMS Residents			210.00
	BI80859	(12) Coliforms Lab Sample - B7-12 H1 H2 I1 I3 M3 N4			480.00
	BI80887	(3) Coliforms Lab Sample - Wells 6 14 25			120.00
	BI81589	(12) Coliforms Lab Sample - B1-6 B10 H1 I1 I2 M1 N1			480.00
	BI81614	(5) Coliforms Lab Sample Wells - 6 11 12 20 21			200.00
	BI82283	(3) Coliforms Lab Sample Wells 5 6 25			120.00
	BI82284	(12) Coliforms Lab Sample - B7-12 H2 I1 I3 M2 M3 N2			480.00
	BI82867	(1) Trichloropropane - Well 19			100.00
	BJ80083	(4) Coliforms Lab Sample - Well 4A 6 24 29			160.00
	BJ80086	(6) Coliforms B1 B4 B5 B6 B10 H1			240.00
Total for Check Number 8230:				0.00	3,840.00
8231	10271	Beaumont Ace Home Center	10/18/2018		
	18-Sep	Cable Lock - Unit 17			21.32
	18-Sep	C Access Fitting - 9383 Oak Glen Rd			4.84
	18-Sep	Power Strip/Cord/LED Replacement - 560 Magnolia Ave			64.62
	18-Sep	Window Cooler - Replacement Well 21			646.49
	18-Sep	Redi-Mix/Rapid Crete Concrete - Fire Hydrant Relocation 06			162.31
	18-Sep	1Qt Galvanized Funnel - Well 24			5.91
	18-Sep	Utility Knife - Unit 16			11.84
	18-Sep	Pulley/Motor Clamps - Swamp Cooler			16.46
	18-Sep	Wires/Adapters/Tape/Coupling - 9383 Oak Glen Rd			107.50
	18-Sep	Primer/Elbows/Adapters/Pipe - New Chlorinator Well 3			120.57
	18-Sep	Mouse Bars/Refills - District Sites			12.92
	18-Sep	Security Light/Photo Cell - 12th/Palm			81.87
	18-Sep	WD 40/Bungee Cord-5 Gallon Cooler - Unit 16			43.18
	18-Sep	(14) Outdoor GFI Cover/Gang Cover - District Sites			108.01
	18-Sep	20" Matting - Units 35 36 37			81.67
	18-Sep	Straw Waddle - NCR 1			30.16
	18-Sep	Safety Gloves - Unit 10			24.77
	18-Sep	SS Hose - Well 5			17.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	18-Sep	Security Light - 12th/Palm			96.96
	18-Sep	Valve/Steel Clamp - New Chlorinator Well 3			10.86
	18-Sep	Return Items for Electrical Repair 9383 Oak Glen Rd			-34.11
	18-Sep	5 Gallon Cooler - Unit 36			32.31
	18-Sep	(2) Razorback Shovels - Unit 4			80.79
	18-Sep	Flap Disc - District Grinder			6.45
	18-Sep	Tread Locker - Repair Disc on Deer			4.30
	18-Sep	Mapp Pro Fuel - Water Samples			10.76
	18-Sep	Heavy Duty Tape - 560 Magnolia Ave			7.53
	18-Sep	Cooler/Hand Trowel/3 Trench Shovel - Unit 35			80.46
	18-Sep	PVC Cutter - Unit 17			13.24
	18-Sep	Weather Proof Outlet - Well 21			25.85
	18-Sep	Shop Towels/Windex/Simple Green - Unit 10			77.15
	18-Sep	MIP x FIP Bushing - CL2 Leak Well 25			1.07
	18-Sep	Utility Knife - Unit 36			12.92
	18-Sep	Scraper/Flashlight - Unit 17			44.16
	18-Sep	Bolts/Nuts - Repair Disc on Deer			21.20
	18-Sep	Safety Equipment Earmuffs/Rainsuit/Gloves - Field Staff			95.83
	18-Sep	Valve/Washers/Steel Clamp - Chlorinator Well 3			20.12
	18-Sep	Mixing Tube/Deluxe Hats - Unit 32			25.30
Total for Check Number 8231:				0.00	2,194.82
8232	10732 046323000	Scott Benham Issue Refund From Unclaimed Funds	10/18/2018		565.56
Total for Check Number 8232:				0.00	565.56
8233	10019 0092836	C R & R Incorporated Monthly Charges 3 YD Commercial Bin Oct 2018	10/18/2018		263.54
Total for Check Number 8233:				0.00	263.54
8234	10173 200000759 200000761 200000808	California Society of Municipal Finance Officers CSMFO Conference Jan 2019 - L Gonzales CSMFO Conference Jan 2019 - W Clayton CSMFO Conference Jan 2019 - S Molina	10/18/2018		370.00 370.00 370.00
Total for Check Number 8234:				0.00	1,110.00
8235	10249 PMB8390 PMB8390	CDW Government LLC (4) HP SB 800 Towers/Workstation Replacement - 560 Magnolia Ave (8) HP 24" Monitors/Workstation Replacement - 560 Magnolia Ave	10/18/2018		5,780.13 2,782.65
Total for Check Number 8235:				0.00	8,562.78
8236	10112 754362 754362 754363 754363 754364 754364	Cla-Val Labor - Preventative Maint/Replace All Rubber Goods - Champion Preventative Maintenance/Replace All Rubber Goods - Champion Dr Labor - Preventative Maint/Rubber Goods - Rancho & Eucalyptus Preventative Maintenance/Rubber Goods - Rancho & Eucalyptus Preventative Maintenance/Replaced all Parts Lower Edgar Labor - Preventative Maint/Replaced All Parts Lower Edgar	10/18/2018		2,054.00 2,945.45 1,284.00 1,059.50 5,473.38 1,732.50
Total for Check Number 8236:				0.00	14,548.83
8237	10266 16905 16905 16955	Cozad & Fox Inc. 100% Additional Aerial Targets - Noble Tank 100% Expanded Aerial - Noble Tank 100% Additional Topographic/Verification/Reduction - Noble Tank	10/18/2018		768.00 550.00 500.00
Total for Check Number 8237:				0.00	1,818.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8238	10390 S1348883.001	Dangelo Company (3) 6" Blind Flanges - Inventory	10/18/2018		147.68
Total for Check Number 8238:				0.00	147.68
8239	10303 818632226 9871795705 9910257592 9910257592 9910257592 9920964708 9920964716	Grainger Inc (1) Replace Fan Motor for Boosters 21A & B Electrical Panel (3) HP 115V Motor - Well 26 Duplicate Billing Cross Bed Tool Box - Unit 36 Cross Bed Tool Box - Unit 35 (Returned/Damaged) Cross Bed Tool Box - Unit 37 Cross Bed Tool Box - Unit 35 (Returned/Damaged) Cross Bed Tool Box - Unit 35	10/18/2018		143.68 -915.90 451.46 451.47 451.47 -451.47 404.17
Total for Check Number 8239:				0.00	534.88
8240	10052 10036 10036 1012779 8120101 9114205	Home Depot Credit Services Valves/Hammer Arrester/PVC - New Chlorinator Well 3 (8) Contractor Bags - Clean Up District Sites Pipe Wrench/Ratchet/Shovels/Spray Can - Unit 35 Blower Repair - 12th/Palm Mower Repair - 12th/Palm	10/18/2018		25.85 223.86 100.07 73.94 45.00
Total for Check Number 8240:				0.00	468.72
8241	10398 142536 142536 142536	Infosend, Inc Sept 2018 Postage Charges for Utility Billing Sept 2018 Postage Charges for Utility Billing Sept 2018 Supply Charges for Utility Billing	10/18/2018		3,935.86 823.91 703.07
Total for Check Number 8241:				0.00	5,462.84
8242	10273 S1015344.004 S1015344.004 S1015344.004 S1015344.004 S1015344.004 S1015344.004 S1015846.003 S1015846.004 S1015846.005 S1015925.002	Inland Water Works Supply Co. (5) 10".89-11.40 Flex Gaskets - Inventory (10) 10".20-10.55 Flex Gaskets - Inventory (12) 10" Red Rings - Inventory (3) 10" B Barrels - Inventory (7) 10" Black Rings - Inventory (5) 10" A B Barrels - Inventory (3) 6" x 12" 6 Hole B/O Spools - Inventory (8) 2" Meter Bolt Sets - Inventory (3) 6" x 18" 6 Hole B/O Spools - Inventory (138) 1" Brass Couplings - Inventory	10/18/2018		89.76 179.51 291.44 155.22 170.00 413.94 259.76 26.61 332.62 1,602.93
Total for Check Number 8242:				0.00	3,521.79
8243	10296 PCA00077997 PCA00077997	Johnson Machinery Co. (40) Utility Grease - PCA Backhoe (12) Keys - PCA Backhoe	10/18/2018		86.43 68.04
Total for Check Number 8243:				0.00	154.47
8244	10224 0101129 Oct	Legal Shield Monthly Prepaid Legal for Employees Oct 2018	10/18/2018		214.30
Total for Check Number 8244:				0.00	214.30
8245	10350 65324 67559	NAPA Auto Parts Trailer Adapter - Replacement Unit 5 (2) Batteries - Gate/District House	10/18/2018		17.77 274.32
Total for Check Number 8245:				0.00	292.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8246	10196	National Meter & Automation, Inc	10/18/2018		
	S11005188.001	(102) 1" Badger Meter w/Wire - Inventory			24,728.63
	S11005189.001	(102) 1" Badger w/Wire - Inventory			24,728.63
	S1105187.002	(54) 1" Badger w/Wire - Inventory			13,091.63
	S1105404.001	(292) 1" Reg Only w/Wire - Inventory			24,855.77
Total for Check Number 8246:				0.00	87,404.66
8247	10223	Richards, Watson & Gershon	10/18/2018		
	218542	Legal Services Aug 2018 Board Approval 10/10/18			4,527.58
Total for Check Number 8247:				0.00	4,527.58
8248	10095	Riverside County Dept of Waste Resources	10/18/2018		
	201809000339	Weeds/Trash Removal NCR I Sept 2018			393.46
Total for Check Number 8248:				0.00	393.46
8249	10031	Staples Business Advantage	10/18/2018		
	3330275078	100PK Manila Folders - 560 Magnolia Ave			7.43
	3330275078	Roller Pens - 560 Magnolia Ave			12.25
	3330275078	Lithium Battery - 560 Magnolia Ave			7.87
	3330275078	Automatic Pencils - 560 Magnolia Ave			15.86
	3330275078	Cork Board - 560 Magnolia Ave			36.43
	3330275078	Swiffer Refills - 560 Magnolia Ave			15.31
	3330275078	45x53 Floor Mat - 560 Magnolia Ave			70.01
	3330275078	12PK Lette Pads- 560 Magnolia Ave			9.62
	3330275078	(2) 2PK Letter Trays - 560 Magnolia Ave			20.12
	3330275078	12Pk Col-Erasers Pencils - 560 Magnolia Ave			7.98
	3330275078	2" Binder - 560 Magnolia Ave			7.63
	3390275075	Engineering Plotter Paper - 560 Magnolia Ave			90.28
	3390275075	HP 305A BlackToner - 560 Magnolia Ave			90.50
	3390275075	HP CE413AC Magenta Toner - 560 Magnolia Ave			115.28
	3390275077	PFI 107 Yellow Ink - 560 Magnolia Ave			75.41
	3390275077	PFI 107 Cyan Ink - 560 Magnolia Ave			75.42
	3390275077	PFI 107 Magenta Ink - 560 Magnolia Ave			75.41
	3390275077	PFI 107 Black Ink - 560 Magnolia Ave			75.42
	3390275077	(2) PFI 107 Matte Black - 560 Magnolia Ave			150.83
	3390868195	2v1.5 Cork Board - 560 Magnolia Ave			36.84
	3390868195	(3) Index Dividers - 560 Magnolia Ave			23.89
	3390868195	200 Sheet Protectors - 560 Magnolia Ave			8.61
	3390868195	Strips and Combo Hooks - 560 Magnolia Ave			6.13
	3390868195	(2) 1.5 Binders - 560 Magnolia Ave			18.38
Total for Check Number 8249:				0.00	1,052.91
8250	10447	State Water Resources Control Board - DWOC	10/18/2018		
	OP#32608	Renewal Grade 1 Certificate OP#32608 - E Dahlstorm			70.00
	OP#45409	Exam - Renewal Grade 3 Certificate OP#45409 - J McCue			100.00
	OP#45409	Certificate - Renewal Grade 3 Certificate OP#45409 - J McCue			90.00
	OP#45987	Certificate - Renewal Grade 3 Certificate OP#45987 - D Smith			90.00
	OP#45987	Exam - Renewal Grade 3 Certificate OP#45987 - D Smith			100.00
Total for Check Number 8250:				0.00	450.00
8251	10063	The Record Gazette	10/18/2018		
	930032	Notice for Bids - Reservoir Cleaning			400.00
Total for Check Number 8251:				0.00	400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8252	10116	Verizon Wireless Services LLC	10/18/2018		
	9813639516	iPad Charges for Aug 2018			120.03
	9813639516	Cell Phone Charges for Aug 2018			112.28
	9815501590	Cell Phone Charges for Sep 2018			171.76
	9815501590	iPad Charges for Sep 2018			120.03
	9815501590	(5) Upgraded Cell Phone Charges for Sep 2018			405.63
Total for Check Number 8252:				0.00	929.73
8253	10293	Western Dental Services Inc	10/18/2018		
	105714	Western Dental Premiums Oct 2018			172.28
Total for Check Number 8253:				0.00	172.28
Total for 10/18/2018:				0.00	374,904.65
Report Total (118 checks):				0.00	1,064,713.28

AP Checks by Date - Detail by Check Date (10/24/2018 8:16 AM)

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**Beaumont-Cherry Valley Water District
Board of Directors Meeting
November 14, 2018**

Item 2e

STAFF REPORT

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

Staff Recommendation

Approve the pending invoices totaling \$2,665.41.

Background

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

Fiscal Impact

There is a \$2,665.41 impact to the District which will be paid from the 2018 budget.

Attachment(s)

- Richards Watson Gershon Invoice # 218912
- Richards Watson Gershon Invoice # 218913



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

355 South Grand Avenue
40th Floor
Los Angeles, CA 90071-3101

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DAN JAGGERS, GENERAL MANAGER
Beaumont- Cherry Valley Water District
560 Magnolia Avenue
Beaumont, Ca 92223-2258

October 9, 2018
Invoice # 218912

Re: [REDACTED] GENERAL COUNSEL SERVICES

For professional services rendered through September 30, 2018:

Current Legal Fees	\$2,542.50
Current Client Costs Advanced	<u>\$86.11</u>
TOTAL CURRENT FEES AND COSTS	<u>\$2,628.61</u>
Balance Due From Previous Statement	\$4,527.58
TOTAL BALANCE DUE FOR THIS MATTER	<u>\$7,156.19</u>

TERMS: PAYMENT DUE UPON RECEIPT

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Los Angeles, CA 90071-3101

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DAN JAGGERS, GENERAL MANAGER
Beaumont- Cherry Valley Water District
560 Magnolia Avenue
Beaumont, Ca 92223-2258

October 9, 2018
Invoice # 218913

Re: [REDACTED] ADV. PETERS

For professional services rendered through September 30, 2018:

Current Legal Fees	\$36.80
Current Client Costs Advanced	\$0.00
TOTAL CURRENT FEES AND COSTS	<u>\$36.80</u>

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**BEAUMONT-CHERRY VALLEY WATER DISTRICT
MINUTES OF SPECIAL MEETING
OF THE BOARD OF DIRECTORS
560 Magnolia Avenue, Beaumont, CA 92223
Tuesday, October 2, 2018 at 6:00 p.m.**

Call to Order: President Covington

President Covington began the meeting at 6:05 p.m.

Roll Call:

Directors present:	President Covington Directors Hoffman, Slawson, Williams
Directors absent:	Ramirez
Staff present:	General Manager Dan Jagers, Director of Finance and Administration Yolanda Rodriguez, Assistant Director of Operations James Bean, Senior Engineer Mark Swanson, Senior Finance and Administrative Analyst William Clayton, Administrative Assistant Erica Gonzales

Members of the public who registered attendance: Fran Flanders, Dr. Blair Ball, Lona Williams, Jeff, Davis, Trey Sivardd, Jack Williams, and Hank Williams.

Public Comment:

Mr. Jeff Davis, General Manager of the San Geronio Pass Water Agency (SGPWA), advised that he is available for questions during items regarding the SGPWA.

ACTION ITEMS

1. Consideration of Appointment of a Director to the Division 2 Vacancy on the Board of Directors, term ending Dec. 7, 2018

Director of Finance and Administrative Services Yolanda Rodriguez reminded the Board that at its meeting on August 23, 2018 it was voted to fill the vacancy by appointment. Notice of the vacancy was posted and advertised. One application was received from Ms. Lona Williams.

Ms. Williams reviewed her background and responded to director questions. Mr. Jagers added that Ms. Williams is also running unopposed in the November election, and will be appointed in lieu of election.

The Board approved the appointment of Ms. Lona Williams to the Division 2 vacancy by the following vote:

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

2. Consideration of Appointment of Director(s) to serve as an Alternate to Standing and Ad Hoc Committees: Finance and Audit Committee, Personnel Committee, and Bogart Park Ad Hoc Committee

President Covington made the following appointments of committee alternate members:

- *Finance and Audit Committee: Director Williams*
- *Personnel Committee: Director Hoffman*
- *Bogart Park Ad Hoc Committee: President Covington*

3. Consideration of Authorization of General Manager to enter into a Contract for Grant Writing Consulting Services

Director of Finance and Administrative Services Yolanda Rodriguez explained that five proposals were received in response to the RFP. Staff scored the proposals based on technical experience, cost and reference. She said staff is comfortable with the top three and requested direction from the Board.

Mr. Jagers added that the bid platform included some robust activities. The intent will be to negotiate the final contract based on services. The first task is to do an assessment and determine available opportunities, he said.

President Covington commented that this is a lot of money and asked about the other bids. Mr. Jagers said he believes the costs were all similar. President Covington suggested going back to all five respondents with a more detailed scope of work and bringing back results at a future meeting.

Director Slawson noted this is “dipping a toe into a big pool,” and that other agencies have grant writing teams working year round. He was not surprised with the amount of money. Director Hoffman recalled his paperwork-intensive experience with the California Air Resources Board, and noted the work was worth the effort based on the results.

Director Williams asked about the term of the contract and termination clause. Mr. Jagers explained it was bid as a three-year term with a period of analysis then three to four grants per year. Ms. Rodriguez noted there is an option after year one whether to renew.

President Covington requested further information and tabled the item in order to include Director Ramirez in the discussion.

4. Discussion Regarding Early Shutdown of the East Branch Extension

Mr. Jagers explained that the District was notified two weeks ago by the San Geronio Pass Water Agency that there would be a December 2018 shutdown. SGPWA General Manager Jeff Davis advised the San Bernardino Valley Municipal Water District that did not work well for SGPWA or BCWVD. The Yucaipa Valley Water District also required coordination. The December 2018 shutdown was delayed until December of 2019.

Neither will there be a shutdown in February 2019. The District must make a decision as to when to complete the Noble Creek turnout enlargement. Mr. Davis reported that signed drawings have been received from the Department of Water Resources and the project would be advertised this week with potential bid openings and Board consideration in November.

Mr. Jagers advised he has updated the schedule and a one-week or two-week shutdown may be anticipated between February and April. Mr. Jagers noted that BCWVD would not be adversely impacted once the additional recharge capacity is gained; the District will quickly catch up.

BCWVD's facility, Jagers continued, currently has two ponds online, receiving 8,500 gallons per minute.

Director Slawson said he is glad this project is moving forward. President Covington thanked the SGPWA for their work in pushing the shutdown to December 2019.

5. Discussion Regarding the Draft 2018 San Geronio Pass Water Agency Imported Water Rate

Mr. Jagers explained that the SGPWA held its second rate workshop on September 13 addressing a rate recovery item. A three-year model (2019-2021) with a goal to be revenue neutral was presented. The SGPWA Board identified that they wanted to create a method and rate that would work for everyone.

There was significant cost difference between different activities. Mr. Jagers explained that it is hoped to come to a recommendation at the management level to present at a rate workshop. He noted the conversations have so far been positive. The group is meeting bi-weekly in order to move forward quickly.

Mr. Jagers drew attention to a September 19 paper detailing a preliminary examination of the rates.

President Covington asked Mr. Davis for a brief overview of SGPWA's position. Mr. Davis said he has strong direction from the SGPWA Board to capture in the rate only costs directly associated with procuring and delivering water. He explained that the SGPWA sought additional water supplies and identified the reliable Nickel Water supply, which is primarily paid through tax rate.

Mr. Davis indicated the process is just beginning. The model looks at various options, but the additional water supply must be paid for. The law does not allow SGPWA to set a developer fee on its own; it must cooperate with BCWVD or other public agencies to do so therefore it cannot yet be determined whether there will

or will not be a fee. Additionally, if the cost of water is going up, Mr. Davis posited, it may be an incentive for people to conserve.

Director Hoffman indicated that there are longtime area residents who believe rates should stay as low as possible, but acknowledged that everything is going up, so there will be unavoidable additional costs for operations as well as bringing in new water. He hopes the majority of the new residents can absorb a good share or it, but ultimately it is a burden that all will share. President Covington concurred. There are many factors driving the water rate, Covington said, including laws and regulations passed in Sacramento. Director Hoffman added that it is often taken for granted that the water can be trusted to be good, clean and pure.

6. Discussion Regarding Sites Reservoir Phase 2 Participation Agreement

General Manager Jagers advised that at a recent SGPWA meeting a draft copy of the Sites Reservoir Phase 2 participation agreement was presented. He noted that BCWVD has participated for 4,000 AF of the total 14,000 AF of the SGPWA request from the Sites Reservoir.

He reminded the Board of discussions regarding spreading the cost into the rates, and if Sites may become an activity allowed to be funded by the State Water Project as a tax-based strategy. This would have to be supported by the Department of Water Resources, and may be challenged. If allowed, the tax base collected via new and existing residents would help provide a vehicle for funding.

The BCWVD wants to do its part to provide water supply for its ratepayers, and this is a long-term, permanent supply. There is always uncertainty, however, whether the project will be built. Mr. Jagers reiterated the project phases. Once committed to Phase 2, if the agency does not exit at Phase 2A, it is in for the duration paying for project completion, or the expense if the project is not completed.

The project is moving very fast, Jagers noted. He advised that BCWVD would have to make a decision in the next few months as to whether to move forward. There are associated costs. As the final decision point approaches (approximately early January 2019), he suggested requesting a presentation from Mr. Davis to detail options. President Covington asked Mr. Davis for comment.

Mr. Davis echoed Mr. Jagers' advice that final decisions (Board action) must be ready to go by the first half of January, as Phase 2A requires obtaining permits which is a years-long process costing millions. The receipt of Prop. 1 funds triggers a deadline for completion of permits, pressuring officials to make decisions. Financing must be arranged by mid-February. Mr. Davis indicated that there are still many uncertainties related to the project, but if the two agencies stay with it, the community will applaud them in the future. He recommended being prepared to make a decision in early December, holding a special meeting if necessary.

Mr. Davis pointed out the Phase 2 participation agreement in the agenda packet. The SGPWA must have an agreement with BCWVD for participation. The SGPWA has directed the agency's general counsel to draft an agreement between SGPWA and BCWVD, which would be similar to the Phase 2 agreement.

President Covington asked about the spread of costs. Mr. Davis explained it is over three calendar years and four fiscal years, gradually ramping up with the first

payment in January 2020. He said the first payment for the region's share would be roughly \$600,000 to \$650,000. There will also be a cost of \$60 per acre foot when Class 2 shares convert to Class 1.

President Covington confirmed with Mr. Jagers that BCVWD's participation would be \$3.69 million for Phase 2. Mr. Jagers explained the interest only payments and financing bond strategy. If spread over 18,000 connections, it results in \$110 to \$112 per year. However, if the project fails, the BCVWD would still be responsible for \$3.7 million.

Mr. Jagers warned there would be a lot of information at the last minute. This is a fluid project. President Covington expressed concern with spending more than \$3 million with no guarantee and how that cost would be passed on to customers. Mr. Jagers noted that the current facility fee collected for new water is less than what it should be, but staff is waiting for all information in order to make recommendations. This is the cost of bolstering the water portfolio with long-term supply. The District has collected monies to obtain these supplies, which is the cost of doing business; how to distribute the costs if it fails is something to strategize. This is one of the last large reservoir projects with the potential to be built in California, Jagers said, and he believes it is too early to get out. In response to President Covington, Mr. Jagers clarified the interest-only payments and the cost of withdrawal from the project during Phase 2A.

President Covington said he can see the benefit down the road, but wants to understand the risk, and whether he is willing to risk \$3.5 million of ratepayer money to fund the project. Director Slawson pointed out there are others in the risk pool; and although it is scary, it is needed. Director Hoffman expressed concern that decisions are out of the Board's control, and it must be hoped that things happen in a way favorable to the District. The opportunity for potential good is also attractive, balanced with the unnerving, he said.

Director Williams commented on the changing nature of the project and asked about notification of the Phase 2 deadline. Mr. Jagers indicated staff is paying close attention, will keep the Board informed and present all options to be able to make the best decision possible. Mr. Jagers gave the example of the State Water Project: if that project had not been built in the 1960s, where would the region be today? This is the same type of project, he said.

President Covington requested a matrix of milestones and funding deadlines.

7. Discussion regarding Request for Proposals for Public Relations and Outreach Services

Director of Finance and Administrative Services Yolanda Rodriguez requested Board direction. At its September 12 meeting, the Board discussed the benefits of implementing a public relations and outreach program. She pointed out the draft scope of work.

President Covington reminded members that the Board has been discussing this for quite some time. The trend for public outreach seems to be the use of consulting firms. The Board wants to make sure the District's message gets out and President Covington indicated there is value to the District in terms of any Prop. 218 process.

President Covington asked if development of a strategic communication plan would be part of the scope of work. Mr. Jagers said the idea was to generate dialog based on the lengthy list provided. He reminded the Board that Director Ramirez was also interested in this and he is absent.

President Covington stated it is a great scope of work and suggested that when composing the RFP to create alternate bid items for separate dollar amounts from which the Board can choose. With that, he said he felt the project could proceed.

Mr. Jagers explained he spoke to other agencies using PR firms and there are different ways to approach the work. A retainer based plan means the agency is proactively helping, or the District can create a cafeteria style plan as suggested. President Covington compared the District's list to the recent RFP from Yucaipa Valley WD, and Mr. Jagers noted staff had gone through that RFP. Jagers said that ultimately, a minimum service will be needed, and the firm will help define the approach moving forward and deliver a robust message.

Directors Slawson and Hoffman concurred with a cafeteria-style approach. Director Williams pointed out that Spanish marketing collateral would be helpful. President Covington offered the option of hiring a person in-house to do the work if bids come back higher than the Board feels appropriate.

8. Consideration of Well 22 Pumping Facility Improvements

Assistant Director of Operations James Bean updated the Board on the repair and rehabilitation project at Well 22. Staff has identified additional work and upgrades at the facility.

The District entered a contract with Legend Pump and Well for \$74,709. After video inspection of the well, some items on the scope of work were eliminated based on the condition of the well, saving \$20,551. As identified at the Sept. 12 Board meeting, all of the down-hole well equipment was damaged and has reached the end of its service life, Bean explained. Staff solicited an estimate from Legend Pump and Well for the additional work. Mr. Bean explained options and recommended column replacement at \$29,760.

Staff also recommended facility improvements to comply with Department of Water Resources (DWR) standards. For realignment of discharge (also eliminating a confined space entry issue), electrical, and extension of well casing, the estimated cost is \$37,137. At the same time, staff recommended xeriscaping and replacement of 280 feet of fence for \$16,200.

President Covington noted this could be a good start and set a standard for the site improvements at other locations.

In conclusion, Mr. Bean explained the total additional cost for Board consideration is \$181,639, plus the fencing at \$11,200 and xeriscape at \$5,000 and a recommended 10 percent contingency for a total of \$217,623.

Discussion ensued regarding potential use of used column pipe. Directors Slawson and Hoffman supported use of new equipment. Director Williams concurred.

President Covington explained the Board vote would be regarding the increase in contract cost with Legend Pump and Well. Mr. Jagers noted that these costs would be capitalized.

The Board approved proceeding with all of the improvements as listed in the staff report for Well 22, with a 10 percent contingency by the following vote:

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

9. Review and Discussion of Landscape Services Request for Proposals, Bid Results, and Landscaping Strategies Moving Forward

Mr. Jagers explained that development has been consuming the available time of many employees and there is a current near-term need to fix up District property. In addition, the Cal Fire crews that have been used in the past have dwindled. He explained the request for proposal, which included all District property except Edgar Canyon. Two bids were received: \$93,790 and \$246,000.

Staff considered these bids high, and began examining alternative strategies for a hybrid approach. Cal Fire crews are available and do a good job on larger facilities. The cost per day is \$235 for a 14-person crew. The California Conservation Corps cost per person is \$22 per hour, or approximately \$2,200 for a crew of 10. There is also a charge for travel time.

Another alternative is to add facilities maintenance personnel. This would have to be supported as a reorganization with related additional costs. Jagers indicated that funds are available. He expects this to be a one or two year strategy to improve the look of the District in the community, while determining a more long-term solution such as conversation of sites to low maintenance activities. A hybrid solution may be the most feasible.

President Covington pointed out that the 80-acre Noble Creek facility is probably a large portion of the bid. It could probably be managed by Cal Fire when available, but the others are general sites in residential areas. He indicated support for moving forward. Assistant Director of Operations James Bean noted that due to the year-round fire season and fewer crews available, it has been difficult to get Cal Fire here. When they are able to come, they focus on Noble Creek.

President Covington asked about Edgar Canyon. Mr. Bean noted both Cal Fire and CCC are able to do the work. Mr. Jagers noted the alternative solution would be to augment the Cal Fire crew with the CCC for Edgar Canyon. In response to President Covington, Mr. Jagers estimated that the addition of two staff members would be between \$70,000 to \$100,000. Director Slawson asked for clarification. Mr. Jagers reiterated that new development has impacted the workload of staff. When development slows, staff time will be freed for other tasks such as valve maintenance. The District is on a very lean staff but field operations must improve facilities maintenance.

Director Slawson posited that bidder Urban Habitat appears to be the only option, but cautioned that the District must retain a way out in case the work is not satisfactory. He agreed that this work is important. Director Hoffman noted the large difference between the two bids and suggested there may be other companies out there, but which may be currently busy. He also noted the potential difficulty of hiring new staff with an unemployment rate at 4 percent. President Covington advocated hiring locally and reminded that this can be a pathway to a job in the water industry.

President Covington tabled the item to allow staff to bring back options.

10. Discussion regarding Request for Upgrade of Service at 10600 Highland Springs Avenue (Highland Springs Resort)

Senior Engineer Mark Swanson explained that the Resort contacted the District on August 29 and he and Mr. Bean went to the site to understand the pressure problems described by the Resort. The existing meter is located off Chisolm Trail, not on Resort property, with an easement running past a home to the Resort's small facility. Water is received at the north end of the resort into their system.

Staff began research and discovered a letter issued in the late 1980s / early 1990s by former a General Manager stating the Resort was able to use the connection for its needs, and dating it back to the 1950s. Staff has determined that service was provided in 1955 as an emergency service. Nothing has been found beyond that, and currently it appears that based on the resort's consumption, they are using the connection for general domestic use plus fire flow. They were supplementing irrigation with a natural supply as well.

Staff will bring back the issue with a more robust timeline of events to understand what was approved and what is currently being used. Staff anticipates a disconnect between actual use and approved use.

Mr. Jagers advised of concerns. So far, there is a fair amount of literature that suggests this was an emergency-only service, primarily for fire flow. The use converted either with or without approval to the Resort's basic domestic supply. There are fundamental problems with the way it was converted, including meter size and the location of connection to the District's system. Additionally, staff does not believe that facilities fees were paid for the use, and in a recent run of Beaumont customers, the Resort appeared as one of the District's top 20 water consumers.

This is a significant issue, and there is a significant cost to pay the facilities fees today for each dwelling unit, Jagers said. The second problem is fire flow and the needed facilities upgrade to provide it, including potentially increasing storage at the Highland Springs Reservoir to meet requirements.

This is the first introduction for the Board's information, and it will be an ongoing process. President Covington asked if there were fire hydrants on the property. Staff did not have that information. Resort management told staff that in the 1970s one of their main buildings burned down and that triggered the requirement for sprinklers. Now they are asking for domestic use with a larger meter.

In response to President Covington, Mr. Swanson confirmed the Resort is paying the outside meter rate. President Covington suggested that at a minimum, the District should advise the Resort that it is unable to provide required fire flow and will continue research. Director Hoffman suggested requesting input from legal counsel. Director Slawson said he understood the Resort would have a hard time, and looks forward to seeing the solutions. Director Williams concurred.

11. Update: Potrero Bridge Domestic and Recycled Waterlines Status

Mr. Jagers advised that the City has pushed forward the Potrero overpass project. The District advised the developer of a 2.8 million square foot warehouse that water lines would be needed to support his and some of the projects in the south end of the city. The developer prepared plans to include facilities within the bridge. At this point, it is time to make a decision, whether developer funded or not. There is a fair amount of facilities to include in the bridge. The City also has plans for 4th Street improvements, Jagers said.

Mr. Swanson explained the City is the lead agency for the 6-lane bridge project, which will cross the 60 freeway and connect to 4th Street. He explained the construction phases and current status. Construction is on schedule for completion in February 2019. Mr. Swanson described the area and uses.

Within the bridge itself, three water lines are identified: two domestic, one recycled. Coming into the bridge, the cells for the 24-inch transmission mains require some robust design. In addition, there is the City's proposed brine line. SCE and Verizon have indicated that they are also contracted to include facilities. For future development to occur in the area, those transmission lines will be necessary. This helps loop the commercial needs with large fire flow requirements.

Staff has brought this to the Board now as the contractor-required lead time to order the flexible couplings that are in the abutments. The first option is to allow the developer to continue the design plans and have them finish it and the contractor order the materials and get it installed while the bridge deck is open. The other option is on the back side of the abutments, the bridge designer has already designed cutouts so that if something does not go through, it can be added later; however, the contractor does not have scope to make those changes to the original plans. The City has requested the developer provide funding to move this forward. If the developer does not make this happen, the District will have to work with the developer to provide new plans through the District and Cal Trans for boring under the 60.

Mr. Jagers assured the Board that the District is doing its part and has made no guarantee of service to the developer. It has been made clear in the conditions of approval that there is work that must be done related to District activities. A letter was written to the developer in 2016 and has been clear that this is not a District need and is an expense borne by the developer. The developer has indicated he would like to the opportunity to get across the freeway.

12. Discussion regarding Request for Temporary Service to Property located at 37534 Cherry Valley Boulevard in the Community of Cherry Valley

Mr. Jagers explained that the applicants' well ran dry and a five-year temporary service has been requested. The District's regulations allow temporary service, typically for 180 days. The future Sunny Cal development would extend a line

along Cherry Valley Boulevard that could provide some service pressure to the property. There is an existing 2650 pressure zone line but it is not capable of providing service. The applicants have been buying water and filling an existing tank that was part of their well and booster system.

The District could offer the typical temporary service, provide an interim condition, or do the five-year solution, Mr. Jagers posited. The long-term plan would be that when the water line is extended across their property, they could then pick up service. He requested Board direction.

President Covington suggested advising the owners of the LAFCO process (annexation) which is costly, but if they wait for the development to occur, they will be burdened with a reimbursement agreement by the person who paid for the water line down Cherry Valley Boulevard. These are huge expenses, he noted. His advice to the applicants would be to lower the well or drill another well, which would be less expensive than any other option. He said he is not opposed to a six-month extension for a temporary service to allow time to figure out true options and costs. There are not very good options here, he observed.

Mr. Jagers noted that a temporary service does not necessarily incur facilities fees. There would be an out-of-service premium cost plus all installation costs. However, the \$10,122 for service would not be collected. Staff had a frank discussion with the applicants. Mr. Swanson added that they did drill deeper some time ago and understand the cost.

President Covington indicated there does not appear to be information that would allow a variation from the rules and regulations. At the minimum, this will have to come back for Board action, he said. Mr. Jagers reiterated the six-month temporary service with LAFCO annexation process.

Director Slawson asked about the applicants' current water. Mr. Swanson said the applicant stated he is trucking it in on his own. Mr. Jagers assured that the applicant would be required to cover all costs for the temporary meter and service.

Mr. Jagers confirmed that Board direction is to offer the temporary service within current policy and advise the applicants of the LAFCO process to annex. At the end of six months, if the annexation process is ongoing, perhaps the Board would consider an extension, he noted. That would give the Board a basis for a variance to the policy, noted Covington.

Mr. Swanson added that the District would provide water to the property, but facilities to get it to their tank at 2700 feet elevation are the responsibility of the applicant. Mr. Jagers added that they were advised that a backflow device would be needed.

13. Consideration of Scheduling a District Facilities Tour

President Covington noted this event has had setbacks for various reasons. Director Hoffman noted other things are taking priority and the tour is not a priority. President Covington suggested that if an individual director or two directors wanted to see some of the facilities or have a tour it could be scheduled with the general manager.

14. Consideration of Attendance at the Association of California Water Agencies annual Fall Conference in San Diego, Nov. 27 – 30, 2018

Mr. Jagers suggested the upcoming conference in San Diego would be convenient to attend. It is a place for Board or staff to network. He has listened to the SGPWA identify a number of opportunities and strategies they have picked up at these conferences, so there is value, he said.

President Covington added that the ACWA conventions are extremely high level and deal with items affecting the entire state. It is a 30,000-foot view of significant issues and he suggested interested directors choose which days they would like to attend. This is definitely a conference for Board members and being local in San Diego is more convenient than traveling north. Based on policy, any director may attend these conferences, Covington noted.

Director Williams indicated she is interested in attending. Staff will contact Director Ramirez for his interest.

President Covington tabled the item.

15. Update: Status of District Wells, Capital Improvements, and Engineering Projects

General Manager Jagers drew attention to the list and gave highlights. There were no questions from the Board.

16. Update: Legislative Action and Issues Affecting BCVWD

Mr. Jagers drew attention to the report. There were no questions from the Board.

17. General Manager's Report:

Mr. Jagers reported that the recharge facility is running at about 30 percent. There have been some chemical additions by the San Bernardino Valley Municipal Water District that have improved percolation rates.

18. Topics for Future Meetings: None.

19. Adjournment

President Covington adjourned the meeting at 9:07 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

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



**BEAUMONT-CHERRY VALLEY WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
560 Magnolia Avenue, Beaumont, CA 92223
Wednesday, October 10, 2018 at 6:00 p.m.**

Call to Order: President Covington

President Covington began the meeting at 6:05 p.m.

Pledge of Allegiance: Director Williams

Director Williams led the pledge.

Invocation: Vice President Ramirez

Vice President Ramirez gave the invocation.

Roll Call:

Directors present:	President Covington Directors Hoffman, Ramirez, Slawson, Williams
Directors absent:	
Staff present:	General Manager Dan Jagers, Finance and Administrative Analyst Bill Clayton, Senior Engineer Mark Swanson; Assistant Director of Operations James Bean, Administrative Assistant Erica Gonzales
Legal counsel:	James Markman (6:12 p.m.)

Members of the public who registered their attendance: Barbara H. Brown, Fran Flanders, Lloyd White, Ron Duncan, Dr. Blair Ball and Patsy Reeley.

Public Comment: None.

ACTION ITEMS

1. Adjustments to the Agenda:

General Manager Jagers informed the Board that the staff report for Item 7, Well 22, was reissued for clarification.

2. Consent Calendar:

President Covington pulled Item e, the September 12, 2018 minutes, for a separate vote since he was not present for the meeting.

The following Consent Calendar items were approved with one motion:

- a. August 2018 Budget Variance Report
- b. August 30, 2018 Cash/Investment Balance Report
- c. September 2018 Check Register
- d. September 2018 Invoices Pending Approval

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

The Board approved the Minutes of the Regular Meeting of September 12, 2018 by the following vote:

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

3. Review and Consideration of Adjustment of Director Per Diem Fees

General Manager Jagers explained that policy states this should be addressed annually. The last per diem adjustment was in 2007, and the last review (no adjustment) was in 2013. If the Board wishes to adjust the per diem this allows any change to be budgeted for 2019.

Director Hoffman noted there have been no changes for quite some time, but he did not necessarily favor a change.

Beaumont City Council Member Lloyd White asked about how the per diem works. Directors explained the per diem is \$200 per day with a maximum of 10 meetings per month. Council Member White advised that he receives \$400 per month, or \$230 per month after taxes, for his service. He suggested the Board's per diem should be decreased.

President Covington stated that no Board members come close to 10 meetings per month. Two Board meetings per month, plus two to three hours of preparation time, exceed any time compensated. Covington said he wanted the public to understand there is much uncompensated work behind the scenes.

BCVWD policy states that Board per diems will be reviewed every October, Covington said. He believes it should be reviewed every October to let the Board make a decision, even if only a cost of living increase is considered.

Vice President Ramirez thanked Council Member White and other Council and Board members for their hard work, extra hours and meetings.

There was no further discussion. The per diem remains at \$200 per day of service.

4. Resolution 2018-13: Consideration of Proposed Changes to the District's Conflict of Interest Code

General Manager Jagers explained the continuation of the process to add two new positions that require certain reporting. The comment period has expired, and the Board should now consider adoption of the resolution.

Director Ramirez clarified there is no fiscal impact. Director Hoffman asked about the disclosure categories. Mr. Markman explained.

The Board adopted Resolution 2018-13 by the following vote:

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

5. Consideration of Attendance at the Association of California Water Agencies annual Fall Conference in San Diego, Nov. 27 – 30, 2018

Mr. Jagers reminded the Board that this was tabled at the October 2, 2018 Special Meeting. Director Williams had indicated interest in attending the conference.

President Covington noted the online registration deadline is Nov. 9. Beaumont City Council Member Lloyd White advised that the City Council attends the League of Cities conference every year and finds it very valuable.

Director Williams confirmed her interest, and Director Ramirez indicated he is only able to attend on Friday.

The Board approved the attendance of Directors Williams and Ramirez at the Association of California Water Agencies annual Fall Conference in San Diego, Nov. 27 – 30, 2018 by the following vote:

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

6. Consideration of Application for Water Service for Riverside County Assessor's Parcel No. 401-100-009 at 39101 Eucalyptus Lane in the Community of Cherry Valley

Mr. Jagers explained this is a request to add an additional water service to a parcel with existing service. The applicants intend to build a second home. Legal Counsel advised that if the building is under a certain size and considered an accessory building, the District cannot charge additional fees. Staff reviewed

the law and analyzed the application. The proposed structure does fall under the policy requiring a second meter and payment of facilities fees.

The Board approved the application for Water Service for Riverside County Assessor's Parcel No. 401-100-009 at 39101 Eucalyptus Lane in the Community of Cherry Valley by the following vote:

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

7. Consideration and Approval of Necessary Repair and Improvement Work for Well 22 and Related Facilities

President Covington reminded the Board members and audience that there is a revised staff report. General Manager Jagers reminded the Board that costs and work were presented in a PowerPoint at the October 2 meeting. This is to clarify for the record the approval of the work.

The current contract with Legend Well and Pump Services, Inc. will be amended. This authorizes the additional work as outlined in the staff report, for a not-to-exceed amount of \$164,433.83.

The additional work discussed including landscape in the amount of \$53,225.70 is also outlined in the staff report, Jagers said. Vice President Ramirez asked for clarification. President Covington explained some of the work and the need to clarify the previous Board action.

Vice President Ramirez asked about previous work with Legend Well and Pump Services and any history of change orders. Mr. Jagers noted Legend has been the low bidder on the District's last four projects and work has come in within contingency. Staff feels the experience with Legend has been reasonable and cost effective.

The Board authorized an amendment to the contract with Legend Well & Pump Services, Inc., previously approved on July 26, 2018 for a total contract amount of \$164,433.83, and fund expenditures for necessary repair and improvements for Well 22 and related facilities in the amount of \$53,225.70 for a total project budget of \$217,659.53 by the following vote:

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

8. Discussion Regarding the Draft 2018 San Geronio Pass Water Agency Imported Water Rates

General Manager Jagers presented a PowerPoint and refreshed the Board members about the discussion at the October 2 Special Meeting. The SGPWA is moving forward with a number of rate options. The preliminary rate model was presented at a SGPWA workshop on September 13. There is a managers meeting tomorrow at the SGPWA to discuss these items. Mr. Jagers emphasized the importance of understanding how this works. He advised that the current budget for water purchases is \$2.8 million annually. If the SGPWA rate increases, it could mean a substantial increase in the District's costs, up to \$9 million.

Mr. Jagers presented some history and explained the recharge activities in the adjudicated Beaumont Basin.

He updated the Board on the plans for the Noble Creek turnout enlargement. A decision will be made with SGPWA on an actual construction date based on shutdown.

Mr. Jagers presented an overview of the amount of recharge through 2018, totaling 149,948 acre-feet inclusive of participating agencies. The rates seem to have supported the recharge activity, he indicated, and he explained the distribution of water received by agency. President Covington asked whether the Yucaipa Valley Water District's share goes directly to the filtration plant; Mr. Jagers answered that it does.

Director Hoffman asked about the 10,623 acre-feet of State Water Project water imported by the SGPWA, which was not recharged into the Beaumont Basin. Mr. Jagers explained it was recharged above the adjudicated basin boundary, but it appears the water was accounted for in the model for the Watermaster. Some or all of it came in as underflow, and pushed into the basin, he surmised. The true hydrogeological boundary may be different than the adjudicated boundary, Jagers said. What was not consumed by the overlies would have been redistributed to the appropriators (the water retailers).

Mr. Jagers reiterated that he believes this increased the safe yield by about 1,000 acre-feet. President Covington added that every drop of water recharged is showing the benefits today; this is just an accounting issue.

Mr. Jagers pointed out that BCWVD has encumbered \$24,230,000 for imported water over the last decade. President Covington clarified this is a pass-through cost. Mr. Jagers answered that the pass-through charge is stable so ratepayers are not surprised by sudden increases. Analysis shows that collection is currently a bit short, and a rate study will be needed to adjust it, Jagers added. The BCWVD rates expired in 2015, and staff will be bringing forward an RFP for a rate study per Board direction. In response to President Covington, Mr. Jagers responded that the RFP is prepared and almost ready to come to the Board.

Mr. Jagers continued. The 2017 Nickel Water purchase consumed a payment overage paid by the districts. The SGPWA initial model showed a three-year recovery of \$1.7 million which creates a condition where there is a lot of water to sell, but the replenishment need is less than what is available for sale. Recovery over a compressed period results in someone paying a premium to buy that water.

Mr. Jagers said he has suggested a longer recovery period, and the actual need projected (with recycled water available around 2020) to decline by 1,200 acre feet. He explained the upcoming water orders and noted there are discussions about potentially putting the cost of the Nickel Water in a capacity fee.

He explained the need for water in context of the Sites Reservoir and California Water Fix. A funding strategy is needed. BCVWD has actually bought water forward for security for a few years. He reiterated that if the SGPWA rate is at \$317 per acre-foot, the cost of BCVWD's water order is \$5.07 million, but if the rate increases to \$610 that totals \$9.76 million – a potential difference of \$4.7 million. This could mean a substantial cost increase to existing ratepayers. Another consideration is paying \$22 million on the tax side to fund the future water supply opportunity for the community. A large rate increase beyond the control of the District over a span of a couple of years makes conjunctive use more challenging as it dwindles the District's reserve.

Mr. Jagers pointed out the need for partnership for the benefit of the community.

Jagers offered the option of drawing from storage to offset while adjusting rates. President Covington observed that water from northern California would continue to become more expensive; and at \$610 per acre-foot, BCVWD does not have a funding mechanism for that amount of water purchase for 2019. By the time a Prop. 218 adjustment might be approved, it would be late 2019, so the District is already four years in arrears. For the District to purchase a large amount of water at double the cost without a funding mechanism, is not the best opportunity, Covington stated.

Vice President Ramirez asked about the potential for added ad valorem tax. Mr. Jagers noted that tax is to pay for the debt service on the State Water Project, so is not available for the District. He said it would likely be difficult to get a new tax passed, however a capacity fee may be an option.

Mr. Jagers advised that the managers have increased meetings to twice a week to step up efforts to confront the issues.

Director Williams asked about the amount of water currently in storage. Mr. Jagers stated that at the end of 2017, the District had 32,500 acre feet. He believes the District will be at 36,000 AF at the end of this year.

Vice President Ramirez pointed out that the need for more water is due to new housing. He suggested focusing more efforts on capacity fees being passed on to the new housing, rather than spread to customers who have already been paying. He indicated he favors Mr. Jagers' idea of reducing the imported water order, especially with the recharge basins, use of wells, recycled water and stormwater capture. The City creates CFDs for new housing, that concept must transfer over to the water district as an option on the table.

President Covington added that the SGPWA has not adopted a capacity fee but they are redrafting it. This would come in at about the same time the water rate study is done. He agreed that a portion of the burden must be paid by the people building the homes, not by those living here.

President Covington asked about potential purchase of other agencies' surplus water. Mr. Jagers said he reached out to South Mesa and Banning. Both have considered selling some water.

Director Hoffman offered a 2019 rough cost per month per dwelling unit based on 17,500 current services of \$25.27 for the replenishment cost at \$610 per AF. With additional water, it could be as high as \$46.47 if the burden is shared equally. He said he believes however, that the larger burden should be on the newer units. Mr. Jagers noted that the District collects a new water fee, which is not currently correct and must be revised. He pointed out the constraints on the SWP. The region paid for 17,300 AF of supply through taxes but that has been diminished to 10,380 over time due to a number of things including environmental judgments. He advocated a more equitable burden. Jagers also pointed out the potential for the Sites Reservoir to be funded by tax base. Longtime homeowners pay a lesser tax base than buyers of new homes, which add more due to assessed value.

The ultimate solution would be a water portfolio strategy that is holistic and complete and can be defended in court, Jagers said.

Director Slawson opined that new homes have always paid their fair share of capacity fees. He said he would be in favor of any fees that are fair. Developers have always come to the community to build homes and they pay for schools and infrastructure and help the community by increasing property value, which helps buy more water.

9. Reports For Discussion

a. Ad Hoc Committees:

Bogart Park Ad Hoc Committee: Director Hoffman said the Committee is awaiting a response from the County regarding the transfer of the lease. Mr. Jagers added that the County and the Beaumont-Cherry Valley Recreation and Parks District have determined the County wants to be out in three years and they would like to assign the lease and allow them to work with BCVWD. This has not yet been resolved in enough detail to report.

Director Hoffman also pointed out that maintenance of roads must be determined. Director Ramirez noted there is good spirit on the committee, and a resolution is developing. The road maintenance could come with assistance of Cal Fire.

Ad Hoc Committee on Water Re-Use: Director Slawson indicated there are many questions about fees. There is also discussion about revisiting conservation efforts.

b. General Manager:

Mr. Jagers updated the Board on the grant writing RFP and preparation of an RFP for the public relations activities. Staff has done one press release this month and there are two in draft.

He advised that the Ad Hoc Committee on Recycled Water is considering potential meeting dates and polled Directors Hoffman and Slawson: October

15 was determined. Mr. Jagers noted that the City's Public Works Director recently left but there has been some activity in partnership with the District including a timeline and booster station. Staff has also drafted an MOU.

Mr. Jagers also reported the District is considering hiring a PR firm to assist with positioning for a Prop. 218 study as well as other work. He presented some options to get the District's message out: Google targeting of a press release, and an agenda item of things of interest to the Board for dialogue. President Covington said monthly highlights of the agenda items would be appropriate.

General Manager Jagers advised that 20 cfs is being delivered at the recharge facilities. Phase 1 has no water, Phase 2 is using ponds 3 and 4 (30 to 35 percent of capacity). He reiterated the addition of chemicals upstream, which has had a positive impact on the BCVWD facility. Recharge was 1,145 AF in September at Noble Creek. Production was 1,368 AF out of Beaumont Basin wells and 114 AF from the canyon wells. He said he expects the RFPs for wells 10 and 18 to come to the Board in the near future.

Vice President Ramirez requested director comments to be included in press releases. He advocated providing press releases to the Press Enterprise and the Record Gazette. Mr. Jagers indicated a release was sent last month to both papers announcing the appointment of Director Williams. He emphasized there is much activity at the District.

c. Directors' Reports:

Director Slawson said he attended a western regional flood conference. Jason Uhley from Riverside County Flood Control gave a presentation regarding capturing flood flows to recharge the basins. This is a new concept, he said, and named the project with BCVWD as something that can work for the benefit of all.

Director Hoffman noted the cash balance and investment report shows interest this year to date is around \$628,000; substantially higher than in previous years.

d. Legal Counsel Report: None.

10. Announcements

President Covington read the following announcements:

- Bogart Park Ad Hoc Committee meeting: October 15, 2018 at 5:45 p.m.
- Engineering Workshop: October 25, 2018 at 6:00 p.m.
- Finance and Audit Committee meeting: November 1, 2018 at 3:00 p.m.
- Collaborative Agencies Committee meeting: November 7, 2018 at 5:00 p.m. (*Location: Beaumont-Cherry Valley Recreation and Park District – Noble Creek Community Center, 390 W. Oak Valley Pkwy*)
- District Offices will be closed on Monday, November 12 in observance of Veteran's Day
- Regular Board meeting: November 14, 2018 at 6:00 p.m.
- Engineering Workshop: No Workshop in November due to Thanksgiving
- District Offices will be closed on Thursday, November 22 in observance of Thanksgiving Day
- Personnel Committee meeting: November 26, 2018 at 5:30 p.m.

- ACWA Fall Conference: November 27 – 30
- Beaumont Basin Watermaster Committee: December 5, 2018 at 10 a.m.

11. Action List for Future Meetings

- Proposition 1 Bond Opportunities
- Proposition 68
- Water supply for BCVWD and the region

12. Adjournment: 7:50 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

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



**BEAUMONT-CHERRY VALLEY WATER DISTRICT
MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP
OF THE BOARD OF DIRECTORS
560 Magnolia Avenue, Beaumont, CA 92223
Thursday, October 25, 2018 at 6:00 p.m.**

Call to Order: President Covington

President Covington began the meeting at 6:07 p.m.

Roll Call:

Directors present:	Directors Covington, Hoffman, Williams
Directors absent:	Ramirez, Slawson
Staff present:	General Manager Dan Jagers, Director of Finance and Administrative Services Yolanda Rodriguez, Senior Finance and Administrative Analyst William Clayton; Assistant Director of Operations James Bean, Senior Engineer Mark Swanson, Administrative Assistant Erica Gonzales

Members of the public who registered their attendance: Fran Flanders, Judy Bingham, Kyla Brown, Libi Uramovic.

Public Comment: None.

ACTION ITEMS

1. Consideration of Authorization of General Manager to enter into a Contract for Grant Writing Consulting Services

Director of Finance and Administrative Services Yolanda Rodriguez reminded the Board this item was before them at the October 2 meeting, and more information was requested. Based on ratings of experience, references and cost, staff recommends Townsend Public Affairs, but Ms. Rodriguez indicated staff is comfortable with any of the top three. Mr. Jagers indicated that additional research was done regarding fee structures.

Townsend offers a \$4,000 per month flat fee but is willing to invoice per grant at \$150 per hour, Ms. Rodriguez explained. Mr. Jagers indicated staff would negotiate certain activities regarding the approach on a per grant basis and any preliminary work to identify grant opportunities.

President Covington asked about assistance with any post-award administration and compliance. Mr. Rodriguez said her understanding is that Townsend initially would handle submission of the grant application, all follow-ups, and train staff to keep up requirements for long-term management. There are current BCVWD staff members who are experienced with grant management, she said.

Director Williams asked about the comprehensive follow up on unsuccessful applications, and whether staff would be included; Ms. Rodriguez said they would. Director Williams asked about success rate in percentage terms. Ms. Rodriguez

said they did not provide that information. Director Hoffman voiced concern regarding unknown return on investment. He stressed consistent feedback on what is being accomplished. President Covington added there are no guarantees with grants. The annual cost of \$48,000 as opposed to the spending of the Capital Improvement Plan, it does not compare, he said. Director Hoffman acknowledged the need for specialized experience, but emphasized being conscious of any return and follow up.

Mr. Jagers gave examples of areas where costs could be offset.

The Board approved a contract with Townsend Public Affairs for grant writing services for a three-year term (renewable each year) and not-to-exceed amount of \$144,000 by the following vote:

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

2. Update: Bogart Park Lease Agreement

Ms. Kyla Brown, Assistant Parks Director of the Riverside County Regional Park and Open Space District (County) provided an update on the status of negotiations with the Beaumont-Cherry Valley Recreation and Park District (RPD) and the involvement of the BCVWD. She reminded the Board about the BCVWD-owned land of Bogart Park leased by the County and presented some history.

The County had sought a local provider to operate the park more efficiently and a task force recommended a multi-agency agreement. The Ad Hoc Committee, including Ms. Brown and representatives from BCVWD and BCVRPD has met over the past year resulting in a desire for the RPD to assume responsibility for the park via a lease and operating agreement and transition agreement, and assignment of the remaining 12 years of the County's lease of BCVWD land to the RPD.

Operations could be transferred in January. Staff is now seeking input and guidance from the Board as to how it desires to proceed. Concurrence from the BCVWD is necessary to effect the assignment and assumption agreement.

Director Hoffman advised the Board that the Ad Hoc Committee has discussed concerns about access to the BCVWD facilities on the property as well as potential facilities to develop in the future. Those will be indicated in the lease. Mr. Jagers added that the BCVRPD felt they needed three years to transition and develop an action plan. The assignment of the lease would cover the remaining 12 years, and an extension would have to be considered by BCVWD separately.

Mr. Jagers noted that most of the District's concerns have been addressed. Still to be resolved is a closeout clause if the BCVRPD decides later not to pursue. The interest before the Board at this time is submission of these documents to legal counsel, he said. The agreements would then be brought back at the Nov. 14 meeting for approval to move forward.

Director Hoffman added some detail regarding the lease. Ms. Brown clarified that the lease in place between the County and BCVWD transfer entirely to the RPD, including access to the District's facilities. President Covington noted that BCVWD

is not a signatory to the lease and operating agreement, it is between the County and the RPD. The Water District would be a signatory to the assignment and assumption agreement, he said.

Ms. Williams noted a jumbled paragraph and clarified that if the land is to be used for any other intent than a park, it must be decided by the voters. The RPD must be so advised. She asked about the District's easements, and Mr. Jagers clarified. President Covington asked about Section 4; Ms. Brown said she believes it is BCVWD property.

By consensus, the Board directed staff to move the documents to legal counsel and agendize the approval for Nov. 14.

3. Discussion and Consideration Regarding the Draft 2018 Imported Water Rate Analysis for the San Geronio Pass Water Agency

General Manager Jagers reminded the Board of earlier discussions of the new San Geronio Pass Water Agency proposed imported water rates between \$468 to \$689 per acre-foot, and potential variations between. The plan places the burden of the rate on the near-term purchasers, he said. The Board of the Yucaipa Valley Water District discussed this issue a couple of weeks ago and produced a letter to the SGPWA that set forth some of the ideas to consider as rate options. Mr. Jagers recommended a similar letter from the BCVWD.

Mr. Jagers explained there is about 10,000 acre-feet of recharge water in the Basin now, and explained average year supply. The SGPWA plan creates a condition where the compressed cost recovery may result in less water purchased. He reminded the Board that the BCVWD practices conjunctive use – when it is a wet year, the District purchases more water for recharge, and in a dry year it is sold, to average out. He suggested asking the SGPWA to share the burden of conjunctive use through its rate structure.

He presented a draft letter and explained key points including a plan for smooth rate recovery rather than a compressed three-year payback. It appears the Nickel water was paid in advance and staff will follow up. Mr. Jagers stated that the SGPWA is making some deals that could create a burden for the BCVWD, as the goal is to buy 10- to 15,000 acre-feet if the cost is reasonable, so storage can continue to be increased in preparation for any drought. The short-term compression of the payback for 2018 creates a burden that BCVWD may not want to absorb.

President Covington asked about the Taussig study. Mr. Jagers indicated the presentation at the SGPWA workshop was a three-year outlook: 2019 – 2021. He also noted that in the rate model the BCVWD was assumed to purchase 16,280 acre-feet; however the water order was made with the caveat that if the rate increases, the BCVWD's water order may be adjusted down.

Director Williams concurred with the content of the letter.

Director Hoffman clarified that the SGPWA is financially committed to purchasing the Nickel Water, and BCVWD has shown interest in ordering, but also has the caveat to reduce the order depending on cost. Mr. Jagers explained the obligation to the Nickel Water deal. Director Hoffman asked about delivery capacity to receive

the water; Jagers indicated that currently the District does not have the capacity, but with the new SGPWA facility and the potential facility upgrade, the capacity would be available. He noted the potential for hydraulic constraint.

The Board approved executing correspondence addressed to the Board of Directors of the San Geronio Pass Water Agency by the following vote:

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

- 4. Water Re-Use 2x2 Committee Update and BCVWD implementation status**
- a. City of Beaumont / BCVWD Ad Hoc Recycled Water Committee Status Report No. 1**
 - b. Recycled Water implementation schedule**
 - c. Booster Station Facilities preliminary schedule**

Ms. Judy Bingham pointed out an invitation from the City of Beaumont for a groundbreaking at the wastewater treatment plant, but there is no mention of recycled water, she said. She warned that the City may not be reliable and the BCVWD should be cautious. She said she does not believe there will be recycled water. She also asked if President Covington intended to recuse himself due to the City's promise of recycled water to the Morongo tribe.

Ms. Bingham also voiced concern about the potential location of storage tanks near Bolo Court.

General Manager Jagers briefed the Board on the meeting of the 2x2 Committee. The Committee identified a need for a memorandum of understanding prior to expending funds. The City anticipated completion of the wastewater treatment plant (WWTP) expansion by March of 2020; a booster station must be designed, bid and built. Mr. Jagers said this is a two-year project, which he feels is already behind schedule.

A meeting has been scheduled for Nov. 8 to discuss an MOU. The BCWVD still has much work to do to prepare to connect to their supply of recycled water and begin delivering it, including approval from the Division of Drinking Water and training staff. President Covington suggested the completion of the WWTP in 16 months is ambitious; the contract was just awarded. He pointed out the infrastructure needed to bring the recycled water to the BCWVD system and needed financing, concurring that there is a lot of work ahead.

President Covington stressed that he wants to make sure the District has done everything needed to push this forward as quickly as possible. Mr. Jagers listed some of the planning challenges and activities necessary and said he created a schedule and forwarded it to the City. He gave detail on some of the WWTP facilities.

Ms. Bingham read a passage from city documents regarding sale of water and said she hoped the District was aware of a 1993 contract between the City and the District that gave BCWVD all the recycled water in exchange for unlimited will-

serve letters. She said she hopes the cost does not spill over onto the ratepayers. President Covington said he understood the contracts to have been voided by the City Council in 2012. He assured Ms. Bingham there is no signed agreement between the City and the Tribe.

Director Hoffman asked if facilities fees have been set aside for funding the booster station. Mr. Jagers explained the facilities fee component for recycled water collects about \$53 million, which includes funds for booster stations. There is also a facilities fee update in progress, he advised. Director Hoffman asked about cost estimates, and Mr. Jagers explained he arrived at a cost estimate based on recent construction by other agencies.

5. Update: East Branch Extension – Noble Turnout Upgrade Status Report

Mr. Jagers reiterated that the SGPWA recently received signed plans from the Department of Water Resources and put the project out to bid. He received a set of plans and asked for all billing to assemble a cost of \$243,000 to bring to the Board for authorization.

The bid opening will be next week, but enough has changed that the cost must be accurately assessed. Mr. Jagers reviewed the changes, including the size of vaults. He now estimates the cost to be more like \$420,000 including engineering fees. It is important to move this along, he said, and avoid “sticker shock” at the end. Real numbers will be available next week. The SGPWA has a hard cost to date of \$35,640 plus a contract with Engineering Resources of Southern California for \$42,000 to complete it.

Mr. Jagers explained he also budgeted some funds for legal work to complete the agreements. He intends to bring back the bids, and an agreement with SGOWA will need to be executed to move into construction.

There will be no shutdown until December 2019, and Jagers anticipates construction to begin in April or May 2019. President Covington asked about completion date, and Mr. Jagers estimated two to three weeks. He expects water delivery to be caught up in a matter of weeks.

6. Update: Potential Security Strategies for the Noble Creek Recharge Facility Phase I

Mr. Jagers explained that a RFP has been prepared for building the facilities but there have been some developments since the Board approved moving forward.

The SGPWA is considering using chain link fence and wrought iron at their facility along Beaumont Avenue. Mr. Jagers created some drawings and figures of the fence panels and explained detail of the installation. He noted concerns about serviceability over time and suggested waiting to see the outcome of the SGPWA's project.

Director Hoffman noted there are a number of District projects that are higher priority and suggested it should be pursued but not on an aggressive basis. President Covington pointed to the options and costs presented previously. He suggested staff obtain estimates on chain link and look at color or coating options with wire across the top.

President Covington noted that he has observed people in the area at night. Director Hoffman requested specifications on gauge of the wire and diameter of posts and any upgrades. Mr. Jagers indicated the District is using a robust public works specification.

7. Well Facilities Above Ground Improvements

General Manager Jagers noted that concerns for well improvements are aesthetics, sound attenuation, security, and mitigating impacts on surrounding residences.

There are currently four well drilling projects underway, which will turn into well-equipping projects, he said. Jagers gave an overview of existing District well facilities.

Mr. Jagers described a number of the District's older wells which were built in the 1930s to 1950s and then resided in fields, but development has now occurred around them and they are noisy at night.

Jagers shared photos and described the design and workings of other facilities on which he had worked, as examples of potential design for rehab or upgrade of BCVWD's wells. He requested the Board concur on a general design or style to create the footprint of the building in which to locate the well.

Mr. Jagers explained that wellhead improvements must be identified, and general pumping facility concepts must be finalized, then wellhead construction will come back to the Board for review and comment. Staff will begin designing footprints for to fit current and future well activities including consideration of some Chromium 6 options to assure facilities can accommodate treatment.

President Covington suggested staff consider whatever is most cost effective and makes the most sense for operations. There will be variations needed for different sites depending on well equipment, he said. Covington also stressed low maintenance design, such as steel frame and metal buildings. A block building may be more appropriate when mitigating noise, or use of sound insulation, he suggested. Mr. Jagers concurred that within the City, a masonry wall and removable metal frame roof structure would be appropriate. President Covington indicated that expenditure of \$50,000 to \$80,000 for a low maintenance building that serves its purpose would be acceptable. President Covington indicated it would be acceptable to use a quality metal Borga type of building. Mr. Jagers will bring back costs.

Director Hoffman concurred with Covington and noted there are many options. President Covington noted the District is likely exempt from County of Riverside ordinance prohibiting metal buildings on lots smaller than one or two acres. He agreed the District must be sensitive in residential areas but current facilities look rough, and anything greater than what is now there is an improvement.

Director Williams asked about required insulation for noise level. Mr. Jagers described the foam panels and the sound attenuation study. Even those items can get expensive, he explained. President Covington suggested contacting vendors for prices on metal buildings. Mr. James Bean pointed out that the corrosion of metal buildings can be very aggressive due to the chemicals used. Director

Hoffman pointed out that some of that damage may be due to humidity; Bean concurred.

8. Discussion regarding Upcoming Press Release Opportunities

Mr. Jagers reminded the Board that Director Ramirez had indicated a desire to collect dialogue from the Board members on upcoming items. Of note now is the recycled water activity, Jagers said. A press release has been drafted, and the City improved and generalized it.

The next press release will focus on treatment plant expansion.

President Covington suggested the topic of Bogart Park. Director Hoffman suggested the increase in return on investments; Mr. Jagers noted that this is the District's fiduciary duty.

9. Update: Status of District Wells, Capital Improvements, and Engineering Projects

Senior Engineer Mark Swanson updated the Board on Line MD-16. He has communicated with Riverside County Flood Control and the MOU is in progress. Flood Control has been at a standstill, focused on their facilities needs due to the Holy Fire this summer. Mr. Jagers added that staff has expressed to Flood Control that before significant expenditures are made by the District the MOU must be in place.

Mr. Swanson updated the Board on activity on the pipeline project with Michael Baker and Associates, and the tanks project with Cozad and Fox.

President Covington asked about the status and timeline on two wells being drilled. Mr. Jagers noted that the plans are under review. His goal is to get the wells going as fast as possible and a bid package ready in the first couple of months of 2019.

President Covington asked about the pipeline project. Mr. Swanson and Mr. Jagers responded. The tank drawings are complete and there are some changes to be made for cost effectiveness.

10. Update: Legislative Action and Issues Affecting BCVWD

Mr. Swanson noted a few changes to the report: The federal Water Infrastructure Act was signed on October 12; the Energy and Water Appropriations bill was signed by the President on September 21.

Staff will try to research AB 2370 was signed indicating any day care facility registered with the state, built prior to 2010, is required to test for lead in faucets every five years. Mr. Swanson noted there is question as to whether the day care facility pays for and does the testing, or the District does the testing and is reimbursed. The State is working on a plan, and staff will advise the Board if there is a fiscal impact to the District.

Also signed into law at the end of September were microplastics and discontinuation of water service, but neither affect the Districts at this time, Swanson said.

President Covington asked about the status of Chromium 6; Mr. Jagers and Mr. Swanson answered they have seen nothing.

11. Reports For Discussion

- a. Ad Hoc Committees
 - o Bogart Park AD Hoc Committee: *Nothing further.*
 - o Ad Hoc Committee for Water Re-Use: *Nothing further.*
- b. General Manager

Mr. Jagers advised the Board about the City's Groundbreaking event on October 31 at 10 a.m. This is important to the District, and he plans to attend. This coincides with the 10 a.m. SGPWA bid opening for the Noble Creek facility; a BCVWD staff member will attend.

12. Topics for Future Meetings: *None.*

13. Adjournment

President Covington adjourned the meeting at 8:27 p.m.

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

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



**Beaumont-Cherry Valley Water District
Regular Board Meeting
November 14, 2018**

Item 3

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: **Consideration and Approval of a Third Amendment to, and Assignment of the Bogart Park Lease and Operating Agreement between Riverside County and BCVWD from Riverside County to BCVRPD; and Consideration of Lease and Operating Agreement between RCRPOSD and BCVRPD**

Staff Recommendation

1. Approve a Third Amendment to the Lease and Operating Agreement between Riverside County and BCVWD to be assigned to BCRPD and BCVWD; **and**
2. Approve the Assignment & Assumption Agreement of the current Lease and Operating Agreement between Riverside County and Beaumont-Cherry Valley Water District (BCVWD) to Beaumont-Cherry Valley Recreation and Park District (BCVRPD) and BCVWD; **and**
3. Direct staff to advise the Riverside County Board of Supervisors of the approval.

Background

Pursuant to BCVWD's 2017 Memorandum of Intent with the Riverside County Regional Park and Open Space District (RCRPOSD) and the BCVRPD regarding transfer of the current lease of Bogart Park property owned by BCVWD from the RCRPOSD to the BCVRPD, the Bogart Park Ad Hoc Committee was established on January 10, 2018. The Committee has met monthly and has been successful in addressing and mitigating various issues and concerns of all parties, resulting in the final draft lease agreement herewith.

Riverside County Supervisor, Marion Ashley will be retiring upon the expiration date of his current term, January 1, 2019. Supervisor Ashley would very much like to conclude this project prior to his retirement. This requires that the associated Agreements be finalized prior to the Riverside County Board of Supervisor's meeting on December 11, 2018 (it is anticipated that the December 18 meeting will be canceled).

At the BCVWD Engineering Workshop on October 25th, the Board was presented with a draft Lease and Operating Agreement for discussion. The recommended course of action is to move forward with a Lease and Operating Agreement between RCRPOSD and BCVRPD to transition the County-owned portion of Bogart Park from RCRPOSD to BCVRPD over a three year period. This action would also necessitate the assignment of the existing BCVWD and Riverside County Lease Agreement for the District-owned land from Riverside County to BCVRPD. (This existing lease expires in October, 2030.)

After the October 25th BCVWD Engineering Workshop discussion, the documents provided by RCRPOSD were forwarded to BCVWD's legal counsel for review. Counsel advised that a



third amendment to the original 1931 Lease and Operating Agreement between Riverside County and BCVWD would be prudent to modernize the insurance and indemnification language in order to ensure protection of BCVWD from liability. This amendment is attached and upon consideration and approval, will become part of the Lease Agreement between Riverside County and BCVWD that will be assigned to BCVRPD.

RCRPOSD identifies that once the Lease and Operating Agreement between RCRPOSD and BCVRPD **and** the Assignment & Assumption Agreement are finalized and approved, BCVWD and BCVRPD would then be able to negotiate a replacement or extension to the reassigned Lease and Operating Agreement of BCVWD property which expires in October, 2030 without involvement from RCRPOSD.

Summary

BCVWD staff identifies that the draft Assignment and Assumption Agreement should be considered for approval at this time by the Board of Directors in order to be forwarded to Riverside County to meet their timeline requirement for the December 11, 2018 Board of Supervisors meeting Agenda. The approval of said Agreement should include the previously mentioned "Third Amendment."

Fiscal Impact

To be determined upon finalization of the Lease and Operating Agreement between RCRPOSD and BCVRPD, the Assignment & Assumption Agreement between BCVWD and BCVRPD, and a new Lease Agreement between BCVWD and BCVRPD.

Attachment(s)

- A. Final Lease and Operating Agreement between RCRPOSD and BCVRPD, and the Conveyance Agreement between RCRPOSD and BCVRPD
- B. Final Assignment & Assumption Agreement of the current Lease and Operating Agreement between RCRPOSD and BCVWD to BCVRPD and BCVWD
- C. Third Amendment to the Lease and Operating Agreement between Riverside County and BCVWD to be assigned to BCVRPD.

Staff Report prepared by Lynda Kerney, Administrative Assistant and Erica Gonzales, Administrative Assistant

LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (“Agreement”) is made by and between Riverside County Regional Park & Open-Space District (“RivCoParks”), a special district in the State of California and the Beaumont Cherry Valley Recreation & Park District (“BCVRPD”), a special district in the State of California, sometimes referred to herein as a “Party” and jointly as the “Parties”, with reference to the following:

RECITALS

WHEREAS, RivCoParks is the owner of record of approximately 78.25 acres of land identified as Assessor’s Parcel Number 401-210-011 (“Property”) and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, which is depicted in Exhibit “A”, attached and incorporated herein by reference;

WHEREAS, the Beaumont Cherry Valley Water District (“District”) is the owner of record of approximately 229.77 acres of land identified as Assessor’s Parcel Numbers 401-180-001 and 401-210-010, which is depicted in Exhibit “A”, attached hereto and incorporated herein by reference (“District’s Property”), also known as a portion of Bogart Park;

WHEREAS, the Property, originally named International Park, was dedicated on October 18, 1931, and renamed on May 27, 1957, shall be used for park or open-space purposes;

WHEREAS, the Riverside County Parks Department (“County”) is the lessee of District’s Property pursuant to that certain lease dated October 5, 1931, which is set to expire October 5, 2030;

WHEREAS, the County and BCVRPD have support of the District to enter into an Assignment & Assumption agreement for BCVRPD to assume the County’s lease of the District’s Property for the remaining lease term of 12 years;

WHEREAS, BCVRPD and District intend to negotiate a separate long-term lease of the District's Property;

WHEREAS, the residents living within the community around of Beaumont-Cherry Valley are in need of park space and associated services;

WHEREAS, RivCoParks desires to assist in providing a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, the mission of BCVRPD is to enrich and fulfill the lives of community members by providing parks, park facilities, and recreational programs of outstanding quality;

WHEREAS, the mission of BCVRPD further endeavors to meet the needs of its growing community by acquiring, constructing, improving, maintaining, and operating recreation centers throughout the community;

WHEREAS, BCVRPD desires to provide a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, these associated services consist of day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, special events, and security (together "Programs and Services");

WHEREAS, RivCoParks has acquired furniture, fixtures and equipment ("Equipment") for the Property in support of providing Programs and Services; and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions by which RivCoParks will assist in providing Programs and Services to the community of Beaumont-Cherry Valley by facilitating the transfer of the Property to BCVRPD, and BCVRPD to provide continued Programs and Services to the community of Beaumont-Cherry Valley;

NOW THEREFORE, the Parties hereby enter into this Agreement and agree to the following:

COVENANTS

ARTICLE I

PROPERTY AND TERM

1.1 Effective Date. The “Effective Date” of this Agreement is the date the Parties sign the Agreement. However, if the Parties sign the Agreement on more than one date, then the last date the Agreement is signed shall be the “Effective Date”.

1.2 Term. The term of this Agreement shall be for a term of three (3) years (“Term”) commencing on the Effective Date as defined in Section 1.1 and expiring 3 years thereafter.

1.3 Acceptance of Property. BCVRPD accepts the Property in an “as-is” and a “where is” condition based solely on BCVRPD’s own studies and investigations on the Effective Date of this Agreement.

ARTICLE II

RENT, TAXES AND UTILITIES

2.1 Rent. BCVRPD shall operate the Property and manage the Equipment in a manner providing at least the level of access and Programs and Services as currently provided by RivCoParks during the Term of this Agreement. Without limitation of the foregoing, BCVRPD shall provide the same or reasonably similar access to amenities and recreation opportunities as RivCoParks provided in RivCoParks’s operation of the Property, shall maintain a high level of customer service, shall operate the Property, and shall provide Programs and Services to the community, in lieu of payment of rent by legal tender for the Property.

2.2 Taxes and Assessments. During the term of this Agreement, BCVRPD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Property, improvements to the Property, or personal property owned by BCVRPD and located on or in the Property to the extent that such taxes, assessments and charges are not inconsistent with RivCoParks’s exempt status under the Internal Revenue Code. BCVRPD understands and agrees

that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

2.3 Utilities. During the term of this Agreement, BCVRPD further agrees to pay, or cause to be paid, all utilities used upon the Property including without limitation including water, gas, heat, light, power, telephone service, refuse collection and removal, security and/or fire alarm monitoring or related fees, and all other services supplied to the Property.

ARTICLE III

USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS

3.1 Limitations on Use. The Property shall be operated by BCVRPD for the sole purpose of operating a park and related services, including the provisions of Programs and Services, for the community and for the benefit of residents and the general population of the unincorporated community of Cherry Valley and surrounding areas which may include, but is not limited to: day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, and special events, security, and Programs and Services as set forth in the Recitals of this Agreement.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by RivCoParks, BCVRPD agrees and covenants not to place or allow to be placed any deed of trust, mortgage, or any other type of security lien upon the Property during the term of this Agreement without the written consent of RivCoParks, which consent shall be in RivCoParks's absolute discretion.

3.3 Maintenance of the Property. BCVRPD shall, at its reasonable sole cost and expense, maintain, or cause to be maintained the Property, including but not limited to the mechanical, electrical, plumbing, and all operating systems of the Property including the parking lot and landscaping in good condition and repair for the purposes in Section 3.1 above and in accordance with all applicable laws, including without limitation such zoning, safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding

upon RivCoParks . RivCoParks shall pay to BCVRPD the amounts according to the payment schedule outlined in Exhibit “B”, to assist with the expenses related to maintaining the Property.

3.5 Furniture, Fixtures and Equipment. RivCoParks and BCVRPD agree and acknowledge that RivCoParks has provided and installed Equipment at the Property as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit “C” attached hereto and incorporated herein. BCVRPD shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

3.6 Compliance with Laws and Restrictions. BCVRPD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. BCVRPD further agrees to use the Property in material compliance with all laws now in force or which may hereafter be in force relative to its use and operation of the Property, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

3.7 Obligations. BCVRPD shall be obligated to provide Programs and Services to the community and the citizens of Riverside County including but not limited to all programs and services set forth in the Recitals and section 3.1 of this Agreement. General hours of operation are as follows:

Camping: Thursday through Sunday

Day Use: Thursday through Monday, 7 AM to sunset

The above hours are general only and subject to change. Hours may be adjusted by BCVRPD to reflect the needs of the community.

ARTICLE IV

FINANCING AND CONTRACTING WITH THIRD PARTIES

4.1 Contracting with Third Parties. BCVRPD, in BCVRPD’s discretion, may enter into agreements and contracts in connection with the uses required to be performed, as set forth in Section 3.1 above on the Property; provided however, that all agreements or contracts in which

a third party would be permitted to exclusively occupy a portion of the Property shall be subject to the prior approval by RivCoParks in RivCoParks' reasonable discretion. All such agreements and contracts shall contain provisions necessary to protect RivCoParks, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the Property as a result of such third parties actions. Any contract or other agreement entered into by BCVRPD affecting or related to the Property as contemplated by this Section 4.1 shall include a provision that gives RivCoParks the right to terminate such contract or other agreement in the event that this Agreement is terminated early or the Parties do not finalize and complete the Conveyance and defined in section 9.1 below.

4.2 No Assignment or Sublease. BCVRPD shall not assign this Agreement or sublease the Property without the written consent of RivCoParks. Such consent shall be in the sole and absolute discretion of RivCoParks and may be conditioned at the sole and absolute discretion of RivCoParks. In the event that BCVRPD subleases the Property, BCVRPD shall be required to have a sublease agreement executed between BCVRPD and the other party(ies), and as part of said agreement, require said party(ies) to procure a standard commercial liability policy in the amount of \$1,000,000 naming BCVRPD, and RivCoParks as additional insureds. A copy of such sublease agreement shall be provided to RivCoParks for RivCoParks's review and approval.

ARTICLE V

INSURANCE

5.1 Insurance. Without limiting or diminishing the BCVRPD's obligation to indemnify or hold RivCoParks harmless as set forth in section 10.1, BCVRPD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

(a). Workers' Compensation: If the BCVRPD has employees as defined by the State of California, the BCVRPD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers'

Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of RivCoParks, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b). Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of BCVRPD's performance of its obligations hereunder. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c). Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BCVRPD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(d). General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The BCVRPD's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RivCoParks, and at the election of the County of Riverside's Risk Manager, BCVRPD's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with RivCoParks, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) BCVRPD shall cause BCVRPD's insurance carrier(s) to furnish RivCoParks with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to RivCoParks prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RivCoParks receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. BCVRPD shall not commence operations until RivCoParks has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the BCVRPD's insurance shall be construed as primary insurance, and RivCoParks' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, RivCoParks reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the BCVRPD has become inadequate.

6) BCVRPD shall pass down the insurance obligations contained herein to all tiers of BCVRPD's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) BCVRPD shall notify RivCoParks of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION

DURING TERM OF AGREEMENT

6.1 Restoration of Property. If during the term of this Agreement, the Property is materially damaged such that BCVRPD is unable to provide the Programs and Services, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, RivCoParks shall have the option, but shall not be obligated to make the repairs necessary to restore RivCoParks's owned Property and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage provided that RivCoParks determines in its sole discretion, that if it is not feasible to do so,

RivCoParks shall have the right to terminate this Agreement. Damages to the District Property shall be restored at the discretion of the District.

ARTICLE VII

DEFAULT AND TERMINATION

7.1 Events of Default. Subject to the cure provisions set forth in Section 7.2, the following events if uncured shall be a default (“Event of Default”):

(a) Failure of BCVRPD to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the uses outlined in Section 3.1 as described above;

(b) Failure of RivCoParks to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the payment provisions outlined in Section 3.4 as described above;

(b) The subjection of any material right or interest of BCVRPD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with BCVRPD’s ability to comply with the required uses set forth in Section 3.1 above in the Property.

(c) In the event the Property becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents as adjudicated by the final judgment of a court of competent jurisdiction.

7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default, the non-defaulting party shall provide written notice of default to the alleged defaulting party. Each notice of default shall specify in detail the alleged “Event of Default” and the intended remedy. The alleged defaulting party shall have thirty (30) days after notice is delivered (see Section 11.3: Notices, below) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as the alleged defaulting party commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by BCVRPD continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, RivCoParks may at its election terminate this Agreement by giving BCVRPD written notice of termination. Upon the giving of notice of termination, all BCVRPD's rights in the Property and improvements shall terminate. Promptly after notice of termination, BCVRPD shall surrender and vacate the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. In the event a default by RivCoParks continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, BCVRPD may at its election, continue this Agreement, terminate this Agreement by giving RivCoParks written notice of termination, and/or accelerate the Conveyance (defined herein) to occur on a date set by BCVRPD.

7.4 Early Termination Without Cause by BCVRPD. BCVRPD may also terminate this Agreement without cause by giving written notice to RivCoParks at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, BCVRPD must surrender the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. Upon early termination by BCVRPD without cause, BCVRPD shall refund the payment made by RivCoParks to BCVRPD for the current calendar year according to the payment schedule outlined in Exhibit "B", prorated up to the date of termination based on a 365-day calendar year.

ARTICLE IIX

ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. BCVRPD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Property that could result in destruction of habitat or the contamination or pollution of said Property. BCVRPD shall at all times comply with all applicable federal, state,

and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. BCVRPD shall not use or allow anyone else to use the Property to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term “hazardous material” means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. BCVRPD shall immediately notify RivCoParks in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against BCVRPD alleging environmental damage. BCVRPD shall indemnify and hold RivCoParks harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by BCVRPD or any person or entity under its control. RivCoParks represents and warrants to BCVRPD that, to the best of RivCoParks’s knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement. In the event that BCVRPD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement, then BCVRPD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and RivCoParks shall indemnify, defend and hold harmless BCVRPD from any and all liability of any type related thereto, including attorney’s fees.

ARTICLE IX

SURRENDER AND DISPOSITION OF PROPERTY

9.1 Conveyance of Property. Ninety (90) days prior to the expiration of the Agreement, the Parties shall each execute and deliver to the other the donation agreement (“Donation Agreement”) in substantially the same form as the attached Exhibit “D”, and the grant deed (“Grant Deed”) in substantially the same form as the attached Exhibit “E”, each effective as of the expiration of the Agreement. The duly executed, delivered, and accepted Donation Agreement and Grant Deed will be collectively referred to as (the “Conveyance”).

9.2 Use Restriction. The Donation Agreement and Grant Deed shall both include a use restriction that states the following: “The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.” BCVRPD and RivCoParks hereby declare that it is their express intent that such restriction shall run with the land and shall bind all successors in title to the Property.

9.3 Surrender of Property. In the event this Agreement is terminated pursuant to Sections 7.3 or 7.4, BCVRPD shall surrender the Property to RivCoParks and all improvements and Equipment in a good and clean condition, reasonable wear and tear excepted, and all improvements constructed on the Property by BCVRPD (other than trade fixtures or other removable fixtures) shall become the property of RivCoParks at no cost or expense to RivCoParks.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by BCVRPD. BCVRPD shall defend, indemnify, and hold RivCoParks harmless from, and reimburse RivCoParks for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by BCVRPD or any

third party of the Property or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, BCVRPD shall defend, indemnify, and hold RivCoParks harmless from any breach or default in the performance of any obligation to be performed by BCVRPD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of BCVRPD, or any officer, agent, employee, guest, or invitee of BCVRPD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 Indemnification by RivCoParks. RivCoParks shall defend, indemnify, and hold BCVRPD and its directors, officers, employees and agents harmless from, and reimburse BCVRPD for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, (i) the use by RivCoParks or any third party of the Property or any facilities located thereon arising prior to the Effective Date, (ii) any claims arising from the presence, discharge or release of hazardous materials occurring prior to the Effective Date, or (iii) any breach or default in the performance of any obligation to be performed by RivCoParks under this Agreement or any violation of governmental law or regulation, or any intentional misconduct or negligence of RivCoParks, or any officer, agent, employee, guest, or invitee of RivCoParks, regardless of whether such intentional misconduct or negligence was active or passive.

10.2 Duties: In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, the claiming party shall notify the other party in writing promptly and, if such event involves the claim of any third person, the other party shall assume all expenses with

respect to, the defense, settlement, adjustment, or compromise of any claim, provided that such claiming party may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and the other party shall obtain the prior written approval of such claiming party, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. The other party shall reimburse such claiming party or any third party (including officers, directors, and employees of such claiming party) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

11.2 Severability. Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intent of this Agreement.

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

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally

recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to RivCoParks, addressed to: Regional Park & Open-Space District
County of Riverside
4600 Crestmore Road
Riverside, CA 92509
ATTN: Assistant Parks Director - Parks

If to BCVRPD, addressed to: Duane Burk
General Manager
Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
Beaumont, CA 92223

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. RivCoParks and BCVRPD agree that the Agreement has been entered into at Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the state of California, in Riverside, California.

11.7 Attorney's Fees. In the event of any litigation between RivCoParks and BCVRPD to enforce any of the provisions of this Agreement or any right of either party hereto, Parties will be responsible for paying their own costs and expenses, including attorney's fees.

11.8 Relationship to BCVRPD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of RivCoParks and BCVRPD. BCVRPD is an Independent Contractor.

11.9 Binding on Successors. The terms, covenants, and Agreements contained herein shall bind and inure to the benefit of RivCoParks, BCVRPD, and each of their successors and permitted assigns.

11.10 Amendment. This Agreement shall not be modified or amended without the written consent of both BCVRPD and RivCoParks incorporated in a written amendment to the Agreement.

11.11 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.12 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVCOPARKS

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: _____
Chairman, Board of Directors

Dated: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Wesley Stanfield
Deputy County Counsel

BCVRPD

BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT

By: _____

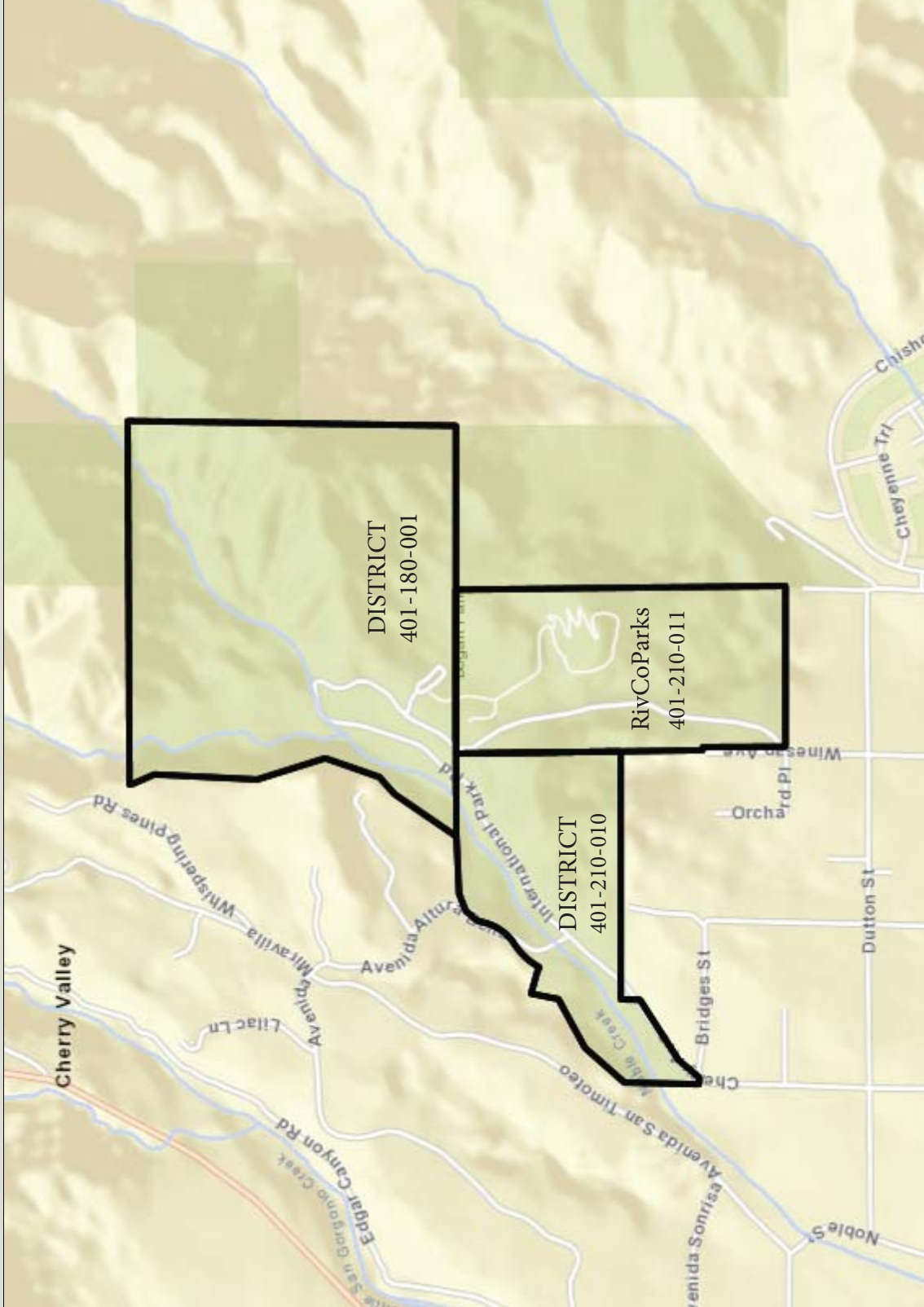
Name: _____

Title: _____

Dated: _____

Exhibit A

Bogart Park Lease & Operating Agreement



- Legend**
- Blue Line Streams
 - City Areas
 - World Street Map

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes
401-210-011; 401-210-010; 401-180-001



0 1, 3,009 Feet 503

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© Riverside County GIS

EXHIBIT "B"

Payment Schedule:

Year 1: January 1, 2019 \$100,000

Year 2: January 1, 2020 \$100,000

Year 3: January 1, 2021 \$100,000

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

4) Equestrian Area - the asphalt paving ends and the dirt road beings through the campsites fitted with horse corrals, a watering trough, firepits, and seating areas.

Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

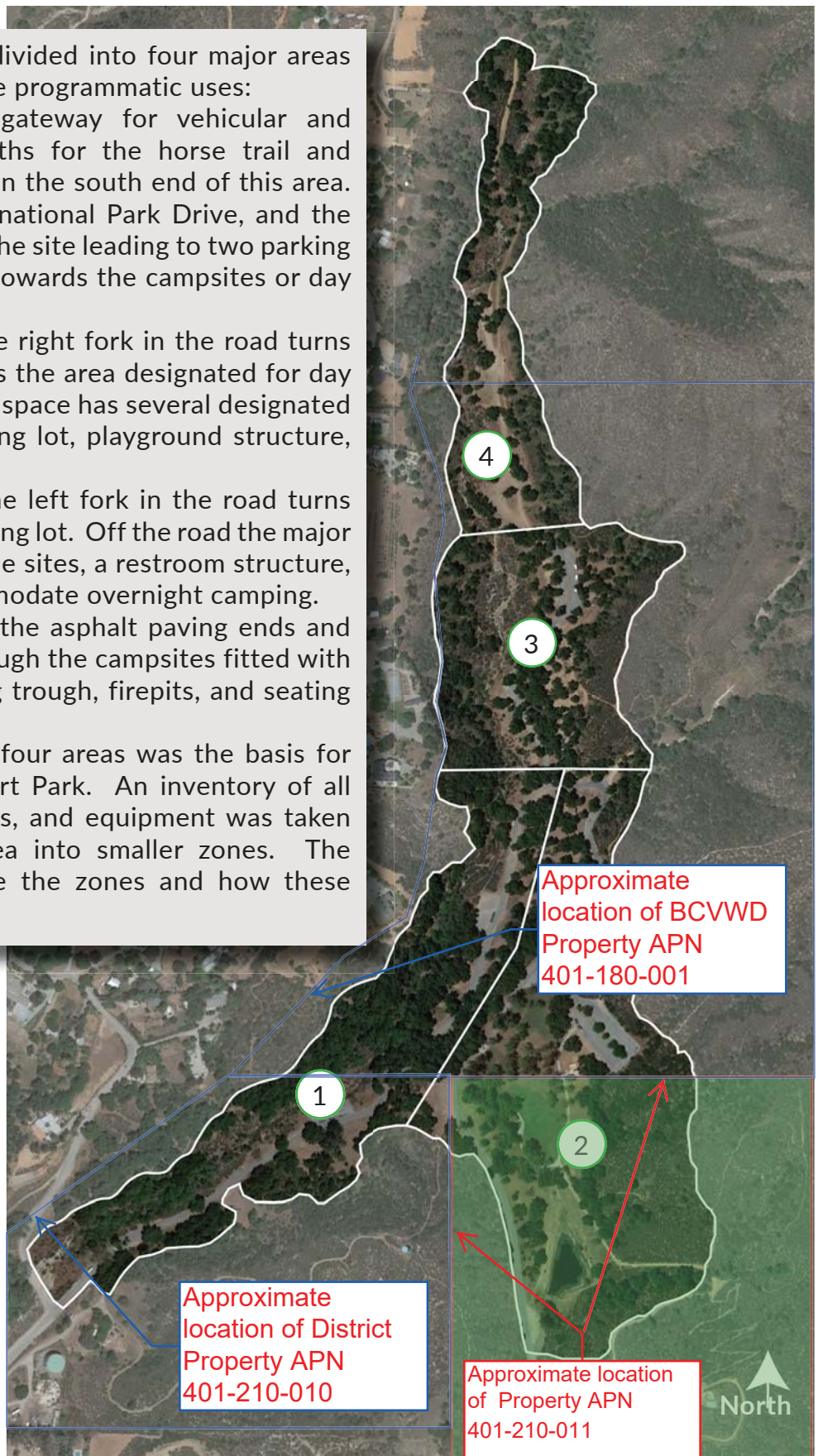
① **Entrance**

② **Day Use Area**

③ **Camping Area**

④ **Equestrian Area**

Note: Equipment subject to the Lease & Operating Agreement is located on Property in a portion of Area 2.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
- 3 - Acceptable condition, functional with no safety hazards
- 2 - Unacceptable, may be functional but in need of maintenance
- 1 - Hazardous, in need of immediate repair, at risk of safety hazards

Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

In the assessment of the amenities condition in Bogart Park, most are in acceptable or like new condition. The problems that have been identified with the amenities that are in need of repair are minor maintenance; however other features and areas have more severe environmental problems with erosion control and sediment deposition (on sidewalks, drives, and in parking lots).

The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 2

Property and District Property (See Page 1 map herein for division)

Existing Equipment located on Property.



Areas 1-7 (approximate): Equipment located within Property.

- 1 Bogart Park Rear Gate
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 2 Park Pond
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 3 Pond Bridge Area
 - Pond Bridge
 - Trails
 - Amenities
- 4 Day Use Parking
 - Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- 5 Restroom
 - Restroom Bldg
 - Garden Wall
 - Amenities
- 6 Picnic Areas
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains
- 7 Playground
 - Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- 8 Day Use Large Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

- 9 Large Group Area A
 - Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

Areas 8 and 9 (approximate): Equipment located within District Property.

DONATION AGREEMENT

THIS DONATION AGREEMENT ("**Agreement**") is made this ____ day of _____, 2018 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Donor**") and the BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California, ("**BCVRPD**"). Donor and BCVRPD are sometimes individually referred to as "Party" and collectively as "**Parties**."

RECITALS

WHEREAS, Donor is the owner of certain real property located in Riverside County, State of California, consisting of approximately 78.25 acres of land identified as Assessor's Parcel Number 401-210-011 ("Property") and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, and as depicted on Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**");

WHEREAS, BCVRPD desires to acquire the interests in the Property for the purpose of operating and maintaining it as Bogart Park which is maintained as a public park and open-space within Riverside County.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, BCVRPD and Donor agree as follows:

1. Dedication of Property. Donor shall offer to dedicate the Property to Parks and Parks shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to BCVRPD on January 1, 2022 ("**Date of Transfer**"), by execution and delivery of a grant deed in the form attached hereto as Exhibit "B", and incorporated herein by reference. BCVRPD shall pay the cost of recording the deed, and any title policy it elects to purchase.
2. BCVRPD shall agree to continue to use the Property for park and open-space purposes and shall not convey the Property without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.
3. Obligations of Donor.
 - 3.1. Fee Interest. Upon acceptance by BCVRPD, Donor shall convey, assign and transfer its fee interest in the Property to BCVRPD, subject to all matters of record or which would be determined based on a survey or inspection

of the Property. BCVRPD obligation to accept the Property shall be subject to BCVRPD's determination that the condition of the Property is acceptable to it, in BCVRPD's sole discretion.

3.2. Representations and Warranties of Donor. Donor represents and warrants to BCVRPD that:

3.2.1. No Other Agreements, Undertakings or Tenancies. Donor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of BCVRPD, except as may be required to maintain the Property; and

3.2.2. Disclosure. Donor has disclosed to BCVRPD all information, records, and studies in Donor's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. Donor does not make any representation or warranty regarding the contents or findings of such materials.

3.2.3 Notice of Changes. Donor shall promptly notify BCVRPD of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If BCVRPD reasonably concludes that a fact materially and adversely affects the Property, BCVRPD shall have the option, as its sole remedy, to terminate this Agreement by delivering written notice to Donor and Escrow Agent. If BCVRPD terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow.

4. Real Estate Taxes, Bonds, and Assessments. To the extent that property taxes are assessed against the Property, real property taxes and assessments shall be prorated as of the Closing Date based on the most current real property tax bill available. Donor may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been paid by it, since it is exempt from payment of such taxes. BCVRPD further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund.

5. Possession. Possession of the Property shall be delivered to BCVRPD at the Date of Transfer.

6. Acceptance. The acceptance of the Property by BCVRPD and the Date of Transfer are subject to the satisfaction of the following prior to execution of this Agreement:

(i) BCVRPD's approval of the condition of the Property and title to the Property;

(ii) The representations and warranties of Donor set forth in in this Agreement shall be true and accurate as of the Date of Transfer;

(iii) Donor's timely performance of all obligations under this Agreement;

(iv) No adverse material change shall have occurred with respect to the condition of the Property.

7. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when personally delivered; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Donor: Riverside County Regional Park and Open Space District
Attn: Kyla Brown, Assistant Parks Director
4600 Crestmore Road
Riverside, CA 92509

Phone: (951) 955-4310

With copy to: Office of County Counsel
Attn: Synthia M. Gunzel, Chief Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Phone: (951) 955-6300

To BCVRPD: Beaumont Cherry Valley Recreation & Park District
Attn: Duane Burk, General Manager
390 W. Oak Valley Parkway
Beaumont, CA 92223

Notices shall be deemed effective upon receipt or rejection only. Either party may change its address for notice by giving notice of the change of address in accordance with the terms of this section.

8. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written,

in connection therewith. No provision contained herein shall be construed against BCVRPD solely because it prepared this Agreement in its executed form.

10. Binding Effect on Donor. This Agreement is not binding on Donor until Donor's board of directors has adopted a resolution approving the transaction contemplated hereby.

11. Binding Effect on BCVRPD This Agreement is not binding until approved and executed by the Chairman of the Board of Directors of BCVRPD.

12. No Obligation to Return Property. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by BCVRPD, BCVRPD shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of BCVRPD.

13. Form 8283 Pursuant to BCVRPD's Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, BCVRPD agrees to cooperate with Donor to acknowledge receipt of the donation of the Property by signing Internal Revenue Form 8283 (Non-Cash Charitable Contributions and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donor within thirty business (30) days after BCVRPD's receipt of such forms from Donor. Notwithstanding the foregoing, BCVRPD makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall BCVRPD endorse or otherwise acknowledge any valuation of the Property for tax purposes, it being understood that the Donor has obtained its own appraisals and tax advice for such purposes.

14. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

14. Authority. Subject to the terms and conditions herein, each individual executing this Agreement on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Agreement is binding upon said entity in accordance with its terms.

[Signatures on the following pages]

IN THE WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

Date: _____, 2018

BCVRPD:

BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a
special district in the State of California

By: _____
Its: President

APPROVED AS TO FORM:

By: _____

Date: _____, 2018

PARKS:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT, a park
and open-space district created pursuant
to the California Public Resources Code,
Division 5, Chapter 3, Article 3

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____

Deputy County Counsel

EXHIBIT “A”
[Attached]

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD SURVEY DESCRIPTION HERE.

EXHIBIT "B"

GRANT DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Beaumont Cherry Valley Recreation
& Park District
390 W. Oak Valley Parkway
Attn: Duane Burk, General Manager
Phone: (951) 845-9555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ _____

[computed on full value of property conveyed, OR
]

[computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
]

[unincorporated area; [] City of _____
]

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Grantor**"),

Does hereby grant to

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California,

all that certain real property in the County of Riverside, State of California, described on Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

Signature Page and Notary Acknowledgement is attached to a document entitled ***Grant Deed***.

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3,

By: _____
Its: Chairman, Board of Directors

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

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD LEGAL SURVEY DESCRIPTION HERE.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") entered into this _____ day of _____, 20____ ("Effective Date") by and between County of Riverside, a political subdivision of the State of California ("Assignor"), and the Beaumont Cherry Valley Recreation and Parks District, a special district in the State of California ("Assignee"). ASSIGNOR, and ASSIGNEE are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, the Assignor and Beaumont Cherry Valley Water District ("District") entered into that certain Lease Agreement dated October 5, 1931 ("Original Lease") and that certain First Amendment to Lease dated May 19, 1998 ("First Amendment") and that certain Second Amendment to Lease dated August 26, 2003 whereby the Parties agreed to terms and conditions for the use and operation of Assessor Parcel Numbers 401-210-010 and 401-180-001, located at 9600 Cherry Ave, Cherry Valley, California (hereinafter collectively the Original Lease, First Amendment, and Second Amendment are collectively referred to as the "Lease"), which is attached as Exhibit "A", incorporated herein by reference; and

WHEREAS, Assignor desires to assign to the Assignee and the Assignee desires to assume from the Assignor all of Assignor's rights, benefits, duties, responsibilities and obligations in the Lease;

WHEREAS, on August 7, 2018 the District issued a Memorandum regarding the Bogart Park Land Lease Agreement Review – Parcel Description Analysis clarifying the Park boundaries and assessor parcel numbers associated with the Original Lease, which is attached as Exhibit "B", and incorporated herein by reference;

WHEREAS, Assignee and the Riverside County Regional Park & Open-Space District ("RivCoParks") are entering into a separate Lease & Operating Agreement for management of RivCo Parks owned APN 401-210-011, a copy of which is attached as Exhibit "C";

WHEREAS, Assignor and Assignee agree and acknowledge that certain furniture, fixtures and equipment exist for the operation of the Lease property (the "Equipment") as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit "D" attached hereto and incorporated herein, and further that Assignee shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

WHEREAS, on January 1, 1975, the Beaumont Water District officially adopted the name Beaumont-Cherry Valley Water District, which is attached as Exhibit "E", and incorporated herein by reference;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and the Assignee hereby agree as follows:

1. Assignment and Assumption. Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, benefits, duties, responsibilities and obligations in and to the Lease to Assignee. The Assignee hereby accepts and assumes all of Assignor's rights, benefits, duties, responsibilities and obligations under the Lease attached as Exhibit "A" and shall be bound by all the terms and conditions thereof.

2. Effective Date. The Effective Date of this Agreement shall be the date upon which this Assignment is fully executed by Assignee and Assignor. In the event that this Assignment is not fully executed, then this Assignment and Assumption Agreement shall be null and void.
3. Successors-In-Interests and Assigns. The Agreement shall be binding upon and inure to the benefit Assignor and Assignee, and to their respective successors-in-interests and assigns.
4. Authority of Parties. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the Party on whose behalf he or she signs this Agreement.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.
6. Complete Agreement. This Agreement and all exhibits referred to in this Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the assignment between the parties. This Agreement supersedes any prior understandings between the parties, whether oral or written.

[Signature Provisions on Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

ASSIGNOR:
County of Riverside, a political subdivision
of the State of California

ASSIGNEE:
Beaumont Cherry Valley Recreation
and Parks District

By: _____

Chairman
Board of Directors

By: _____

Duane Burk
General Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____

Wesley Stanfield
Deputy County Counsel

CONSENT OF DISTRICT

District hereby consents to the above Assignment and to the agreement by Assignee to assume all the rights, benefits, duties, responsibilities and obligations as set forth in the Lease, and release Assignors from all duties and obligations under the Lease. District acknowledges Assignee as the new party to the Lease to be operative upon the Effective Date of this Assignment.

Beaumont Cherry Valley Water District

By: _____

John Covington
Board President

Dated: _____

EXHIBIT A

“LEASE”
Consisting of:

Lease of Bogart Park

And

First Amendment to Lease with Bogart Park

And

Second Amendment to Lease with Bogart Park

Exhibit A

LEASE

THIS AGREEMENT, made this 5th day of October, 1931 by and between the Beaumont Irrigation District, an irrigation district duly organized and existing under provisions of an act of the Legislature of the State of California, as approved March 31, 1897, and the acts amendatory and supplementary thereto, FIRST PARTY, hereinafter termed "Lessor", and the County of Riverside, State of California, SECOND PARTY, hereinafter termed "Lessee",

WITNESSETH: That the said Party of the First Part does, by these presents, demise and lease unto the said Party of the Second Part, for a term of ninety-nine years from the date hereof that certain real property located in Riverside County, State of California, the location thereof being shown in red on the blue-print map attached hereto and made a part hereof, together with the appurtenances thereto appertaining, and more particularly described as follows, to-wit:

~~Undivided one half ($\frac{1}{2}$) of the South half ($S\frac{1}{2}$) of the N. E. $\frac{1}{4}$ and the W $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Section 14, T. 2S., R. 1W., S. B. B. & M., Riverside County, California, containing 160.0 acres, more or less.~~

The N.E. $\frac{1}{4}$ of Section 23, T. 2S., R. 1W., S. B. B. & M., Riverside County, California, containing 160.0 acres, more or less. All that part of the N.W. $\frac{1}{4}$ of Sec. 23, T. 2S., R. 1W., S. B. B. & M., Riverside County, California, not contained in the map of the Subdivision La Mesa Miravella as recorded in the Recorder's Office of Riverside County, California, in Book 6 of Maps at Page 79, containing 25.0 acres, more or less.

The E. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Sec. 23, T. 2S., R. 1W., S. B. B. & M., Riverside County, California, containing 20 acres, more or less.

All that part of the W. $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$, the N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of the S.W. $\frac{1}{4}$ of Section 23, T. 2S., R. 1W., S. B. B. & M., Riverside County, California, not contained in the map of the Subdivision of La Mesa Miravilla, recorded in the Recorder's Office of Riverside County, California, in Book 6 of Maps at Page 79, and excepting therefrom 0.82 acres conveyed by deed to M. L. Davidson dated November 5th, 1918, containing 49.58 acres, more or less.

The several parcels of land as hereinbefore described comprise ~~254.58~~ acres, more or less.

1 This agreement is made on the following terms and con-
2 ditions:

3 FIRST. The premises hereby let by the Lessor are to be
4 used specifically by the Lessees for public park purposes and not
5 otherwise.

6 SECOND. The Lessee hereby acknowledges the title of the
7 Lessor in and to the said described premises and agrees never to
8 assail or resist said title, other than as limited by this agree-
9 ment.

10 THIRD. The Lessee shall not assign or transfer this agree-
11 ment, in whole or in part, or permit any other person to use the
12 right or privilege hereby given without the written consent of the
13 Lessor first had and obtained.

14 FOURTH. The Lessee will fully pay for all materials joined
15 or affixed to said premises by or upon the authority of said Lessee,
16 and pay in full all persons that perform labor upon said premises
17 for the said Lessee and will not permit or suffer any Mechanic's
18 Liens or Materialmen's Liens of any kind or nature to be enforced
19 against said premises for any work done or materials furnished
20 thereon at the Lessee's instance or request.

21 FIFTH. The Lessor hereby agrees that the heretofore des-
22 cribed lands shall be in full charge and care coming under direct
23 supervision of the County Board of Supervisors of Riverside County,
24 California, the same being the Lessee, so long as the same are main-
25 tained and used for public park purposes, subject to water right
26 reservations, reservations for the development of water, the laying
27 and maintaining of water lines either above or beneath the soil
28 surface and such other necessary works as pertain to waterworks,
29 together with the further reservation of all mineral and mining
30 rights on or attaching to said premises.

31 SIXTH. The Lessee hereby agrees to use said premises here-
32 by let during the term of said lease for public park purposes only

1 and further agrees that the said First Party, its employees or
2 agents, shall at all times have free entrance and access to said
3 premises for the purpose of doing any and all necessary labor,
4 work, or things in connection with the reservations herein reserved
5 by the said First Party.

6 SEVENTH. It is hereby understood and agreed by and between
7 the said Lessor and Lessee that the said Lessee shall have the right
8 and authority to erect and/or construct any improvements, buildings,
9 or structures which the said Lessee may desire and which are incidental
10 and reasonable to the occupancy of said premises for public
11 park purposes so long as said Lessee does not create or permit to
12 exist a condition of waste upon said premises and so long as said
13 improvements, buildings or structures do not interfere with the
14 maintenance and operation of the water rights and mineral rights
15 herein reserved by the said First Party. And it is further understood
16 by and between the said Lessor and the said Lessee that the
17 said Lessee during the term of this lease shall keep and protect
18 the said Lessor free from any damage or loss as the result of the
19 occupancy of the said Lessee of the devised premises for public
20 park purposes.

21 EIGHTH. The terms and conditions of this agreement shall
22 inure to the benefit of and be binding upon the heirs, executors,
23 administrators, successors and assigns of the parties hereto, except
24 that in case any court of competent jurisdiction adjudges
25 that the making of this lease was in excess of the legal rights of
26 the Beaumont Irrigation District so to do then in that event the
27 Lessor may without liability cancel such lease or for any violation
28 of the covenants or conditions may terminate the estate hereby created
29 and granted to the said Lessee with the further understanding
30 that in the event of such termination as herein provided for the
31 said Lessee shall have the right thereupon to remove from said
32 premises any buildings or structures placed thereupon by the said

1 Lessee and in so doing the said Lessee shall save and protect the
2 said Lessor from any damages in the removal thereof.
3
4

5 BEAUMONT IRRIGATION DISTRICT

6 By

E. Morillas
President

7
8 ATTEST

E. Watt
Secretary

9
10 COUNTY OF RIVERSIDE

11 By

J. L. Fanning
Chairman of the Board of
Supervisors of Riverside
County, California.

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*Approved
as to form
and content
W. H. H. H. H.*

SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

304
A



April 28, 1998

FROM: Parks Director

SUBJECT: AMENDMENT TO BOGART PARK LEASE - Supervisorial District III

RECOMMENDED MOTION: That the Board of Supervisors approve the first Amendment to the lease between the County and Beaumont-Cherry Valley Water District for Bogart Park.

INFORMATION: The County currently leases certain real property from Beaumont-Cherry Valley Water District ("District") which property is used for recreational purposes as Bogart County Park.

The lease agreement was executed in 1931 for a term of 99 years. The District's insurance carrier would like to update and amend the agreement to add a risk transfer provision that requires the County to indemnify and hold the Beaumont-Cherry Valley Water District harmless for acts committed by County. The County is also required to obtain a policy of general liability insurance of not less than \$1 million. The new indemnification and insurance provisions are mutual.

(Continued)

COUNTY COUNSEL

MAY 04 1998

By: *Andrew V. Ubro*

FINANCIAL DATA: NOT APPLICABLE

CURRENT YEAR COST \$

ANNUAL COST: \$

NET COUNTY COST -0-

IN CURRENT YEAR BUDGET: YES ___ NO ___

BUDGET ADJUSTMENT: YES ___ NO ___ FOR FY: _____

SOURCE OF FUNDS:

C.A.O. RECOMMENDATION:

APPROVE

[Signature]

Executive Officer Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Mullen, seconded by Supervisor Wilson and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable, Wilson and Mullen
Noes: None
Absent: None
Date: May 19, 1998
xc: Parks, Co. Co., Auditor

Gerald A. Maloney
Clerk of the Board
By: *[Signature]*
Deputy

3.26

FIRST AMENDMENT TO BOGART PARK LEASE

The parties hereto have previously made and entered into a lease of certain real property situated generally in the County of Riverside, State of California, known as Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly organized and existing under provision of an act of the Legislature of the State of California, is the Lessor in said Lease and the County of Riverside, a political subdivision of the State of California, is Lessee thereunder.

Lessor and Lessee hereby amend the Bogart Park Lease as follows:

NINTH-Indemnification, Lessor

To the fullest extent permitted by law, Lessor shall indemnify and hold harmless the Lessee and its officers, directors, employees, or volunteers from and against all claims, liability, damages, losses and expenses (including attorney's fees and costs of defense) for injury or damage to persons or property arising out of or in any way connected with the ownership, condition, use, occupancy or the exercise by Lessor of any of the rights granted herein, of the described lands without limitation, except for the sole negligence or willful misconduct of the Lessee. Lessee shall not be liable to Lessor for damage or injury done to any of the facilities placed on the premises by Lessor, including any of Lessor's property, used in connection with its operations thereon. Lessor's obligation to indemnify shall not be restricted to insurance proceeds.

TENTH-Indemnification, Lessee

To the fullest extent permitted by law, Lessee shall indemnify and hold harmless the Lessor and its officers, directors, employees, or volunteers from and against all claims, liability, damages, losses and expenses (including attorney's fees and costs of defense) for injury or damage to persons or property arising out of or in any way connected with the condition, use, occupancy or the exercise

is imposed, \$2 million. Lessee's officers, directors, employees and volunteers shall be included as additional insureds for the liabilities assumed in paragraph ten. Lessee, its officers, directors, employees or volunteers shall be named as additional insureds using the ISO CG 2026 or equivalent additional insured endorsement.

BEAUMONT-CHERRY VALLEY
WATER DISTRICT (Lessor)

By: Peter A. Grimes
Peter A. Grimes, Interim Presiding Officer

ATTEST: Jo Ellen Seick
Jo Ellen Seick,
Secretary

COUNTY OF RIVERSIDE (Lessee)

By: John F. Tavaglione
Chairman, Board of Supervisors
JOHN F. TAVAGLIONE
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST: MAY 19 1998

GERALD A. MALONEY
Clerk of the Board

By: Samuel Long
Deputy

[SEAL]

FORM APPROVED
COUNTY COUNSEL

MAY 04 1998
By: Gordon V. Woo

f:\jmlattach2\138

5/19/98 3.26

157
SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Parks Department

SUBMITTAL DATE: July 15, 2003

SUBJECT: SECOND AMENDMENT TO BOGART LEASE – District V

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Second Amendment to Lease between the County of Riverside and Beaumont-Cherry Valley Water District for Bogart Park;
2. Authorize the Chairman to execute four (4) copies of the Second Amendment;
3. Direct the Clerk of the Board to return four (4) copies of the amendment to the Parks Department for further processing; and
4. Authorize the Parks Director to execute and administer same in accordance with its terms and conditions.

BACKGROUND: The County currently leases certain real property from the Beaumont-Cherry Valley Water District (BCVWD) ("District") for recreational purposes at Bogart County Park. The Lease Agreement was executed in 1931 for a term of 99 years. On May 19, 1998, M.O. 3.26, your honorable Board approved the First Amendment to the Bogart Lease to add a risk transfer provision that required the County to indemnify and hold the BCVWD harmless for acts committed by the County.

(continued on page 2)

386- Second Amendment to Bogart Lease

Attachment: Second Amendment to Lease

BCVWD, Cedar

Paul Frandsen
Paul Frandsen, Parks Director

FINANCIAL DATA: Not applicable

CURRENT YEAR COST \$

ANNUAL COST: \$

NET COUNTY COST \$

IN CURRENT YEAR BUDGET: \$

BUDGET ADJUSTMENT FY: \$

SOURCE OF FUNDS:

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

St. Siggins

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Wilson, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Venable and Wilson

Noes: None

Absent: Ashley

Date: August 26, 2003

xc: Parks, Co.Co., Auditor

Nancy Romero
Nancy Romero
Chair to the Board
By *[Signature]*
Deputy

Prev. Agn. ref.

Dist. V

AGENDA NO. 7

20

Policy

Consent

Per Executive Office:

Subject: SECOND AMENDMENT TO BOGART LEASE

(Continued from Page 1)

The BCVWD insurance carrier would like to update and amend the First Amendment to modify indemnification language with a mutual hold harmless/indemnification provision between the Parks Department and BCVWD.

County Risk Management and County Counsel have reviewed the Second Amendment and approved it as to form.

1
2 **SECOND AMENDMENT TO BOGART PARK LEASE**

3 **HOLD HARMLESS AND INDEMNIFICATION**

4 **(Terms and Conditions Ninth and Tenth)**

5 The parties hereto have previously made and entered into a lease of certain real
6 property situated generally in the County of Riverside, State of California, known as
7 Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly
8 organized and existing under provisions of an act of the Legislature of the State of
9 California, is the Lessor in said Lease and the County of Riverside, a political
10 subdivision of the State of California, is Lessee thereunder.

11 Lessor and Lessee hereby amend the Bogart Park Lease terms and conditions
12 Ninth and Tenth as follows:

13 Beaumont-Cherry Valley Water District, its directors, officers, employees and
14 representatives (collectively hereinafter: "District") shall indemnify and hold harmless
15 the County of Riverside, its agencies, Districts, Special Districts and Departments, their
16 respective directors, officers, Board of Supervisors, elected and appointed officials,
17 employees, agents and representatives (collectively hereinafter: "County") from any
18 liability whatsoever, including but not limited to property damage, bodily injury or death
19 of any person, that arises out of the District's operation of, maintenance, repair or
20 replacement, and/or transportation to or from the District's facilities of equipment located
21 on the property leased by the District to the County, commonly known as Bogart Park.
22 District shall defend, at its sole expense, all claims, actions, proceedings and suits, in
23 law or in equity, and shall pay all costs and fees including but not limited to attorney
24 fees, cost of investigation, settlements or awards, arising out of the District's operation
25 of, maintenance, repair or replacement, and/or transportation to or from the District's
26 facilities of equipment at Bogart Park.

27 The County shall indemnify and hold harmless the District from any liability
28 whatsoever, including but not limited to property damage, bodily injury or death of any

1 person, that arises out of the County's use, operation or maintenance of Bogart Park,
2 including County's active or passive negligence or negligence per se. County shall
3 defend, at its sole expense, all claims, actions, proceedings and suits, in law or equity,
4 and shall pay all costs and fees including but not limited to attorney fees, cost of
5 investigation, settlements or awards, arising out of the County's use, operation or
6 maintenance of Bogart Park.

7 With respect to any action or claim subject to indemnification herein by either
8 party, the indemnifying party shall, at its sole cost, have the right to retain counsel of its
9 own choice and shall have the right to adjust, settle, or compromise any such action or
10 claim without the prior consent of the other party; provided, however, that any such
11 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
12 the party's obligation to indemnify the other party as set forth herein. The indemnifying
13 party's obligation to defend, indemnify and hold harmless the other party shall be
14 subject to the indemnified party having given the indemnifying party written notice as
15 soon as practicable of a claim or an incident that may give rise to a claim, or of the
16 commencement of any related action, and will provide information and reasonable
17 assistance. The indemnifying party's obligation hereunder shall be satisfied when the
18 indemnitor has provided to the indemnified party a copy of a dismissal or release that
19 relieves the indemnified party from any liability for said action or claim.

20 In the event there is conflict between this clause and California Civil Code
21 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
22 interpretation shall not relieve Beaumont-Cherry Valley Water District from indemnifying
23 the County to the fullest extent allowed by law.

24 //

25 //

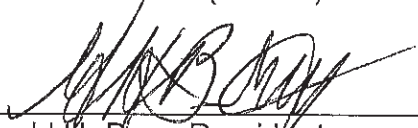
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1 Dated: AUG 26 2003

BEAUMONT-CHERRY VALLEY
WATER DISTRICT (Lessor)

4 By: 
5 Gerald H. Brey, President
6 Board of Directors

7 ATTEST:


8 C. J. Butcher, Secretary

9
10 COUNTY OF RIVERSIDE (Lessee)

11 By: 
12 John Tavaglione, Chairman
13 Board of Supervisors

14 ATTEST:

15 Nancy Romero
16 Clerk of the Board

17 By: 

18 Deputy

19
20 FORM APPROVED
21 COUNTY COUNSEL

AUG 18 2003

22 BY 
23 ASSISTANT COUNTY COUNSEL

24
25 wordocs/Att-386 2nd Amendment Bogart Lease
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Exhibit B

BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue
Beaumont, CA 92223
(951)-845-9581

August 7, 2018

MEMORANDUM

TO: Board of Directors
FROM: Daniel K. Jagers, General Manager
SUBJECT: Beaumont-Cherry Valley Water District
Bogart Park Land Lease Agreement Review – Parcel Description
Analysis

District Staff has identified a discrepancy in the boundary description on the original 1931 Lease Agreement between Beaumont-Cherry Valley Water District and Riverside County. The purpose of this Technical Memorandum is to set forth the findings of District Staff after further investigation of this issue.

Boundary Analysis

Figure 1 (attached) shows the parcels referred to in the Lease Agreement and their recorded acreage according to the County Assessor-Clerk-Recorder. A detailed parcel breakdown of the map attached to the Lease Agreement between Beaumont-Cherry Valley Water District and Riverside County is attached as in Figure 2. The lease agreement identified the total acreage as **254.58** acres. However, the total acreage associated with all of the BCVWD parcels, according to the County Assessor-Clerk-Recorder is **381.70** acres. District Staff has reviewed the Lease Agreement in order to resolve this discrepancy.

30 | The several parcels of land as hereinbefore described comprise
31 | ~~254.58~~ acres, more or less.
32 | 254.58
1.

The Lease Agreement is attached as Exhibit A. On page 1 in the Lease Agreement lines 17-19, outlining BCVWD parcels 3 and 4 from Figure 1, have been omitted. This omission indicates that these BCVWD parcels (160 acres total as identified in the Lease Agreement) were not included in the lease. These Parcels are shown in red in Figure 2 (attached).

17 Undivided one half (1/2) of the South half (1/2) of the
 18 N. E. 1/4 and the W. 1/2 of the S. E. 1/4 of Section 14, T. 29.,
 19 R. 1W., S. B. B. & N., Riverside County, California, con-
 taining 100.0 acres, more or less.

District compared the acreages reported in the Land Lease Agreement and by the County Assessor-Clerk-Recorder for the remaining parcels. A comparison of the acreages reported by each source is attached as Exhibit B. There were minor differences in acreage for each parcel, summing to a total difference of 8.07 acres. The Lease Agreement uses language which allows for small differences in the acreage depending on the true area of the various sections of land. District Staff believe these discrepancies do not actually indicate a problem with the defined boundaries in the agreement.

However, District Staff believe there is a grammatical error in one of the boundary descriptions. In order to properly describe the land shown in the map attached to the lease agreement, a comma should be added and the word "of" should be omitted as shown below in red.

26 All that part of the W. 1/2 of the N. E. 1/4 or the S. W. 1/4, the
 27 N. W. 1/4 of the S. W. 1/4, ~~or~~ the N. W. 1/4 or the S. W. 1/4 of the S. W. 1/4
 28 of Section 23, T. 29., R. 1W., S. B. B. & N., Riverside County,
 29 California, not contained in the map of the subdivision of La
 30 Mesa Miravilla, recorded in the Recorder's Office of Riverside
 County, California, in book 6 of Maps at Page 79, and except-
 ing therefrom 0.32 acres conveyed by deed to L. L. Davidson
 dated November 5th, 1918, containing 49.58 acres, more or less.

District Staff also noted that according to the description in the Lease Agreement APN's 401-210-005 and 401-210-006 were included as a part of parcel 1D. These parcels in question are shown in a map attached as Figure 2. The parcels appear to be part of the area included in the lease but are currently owned by private entities, not the District. This issue will have to be resolved moving forward.

Figure 1
BCVWD and RIV CO Parcels

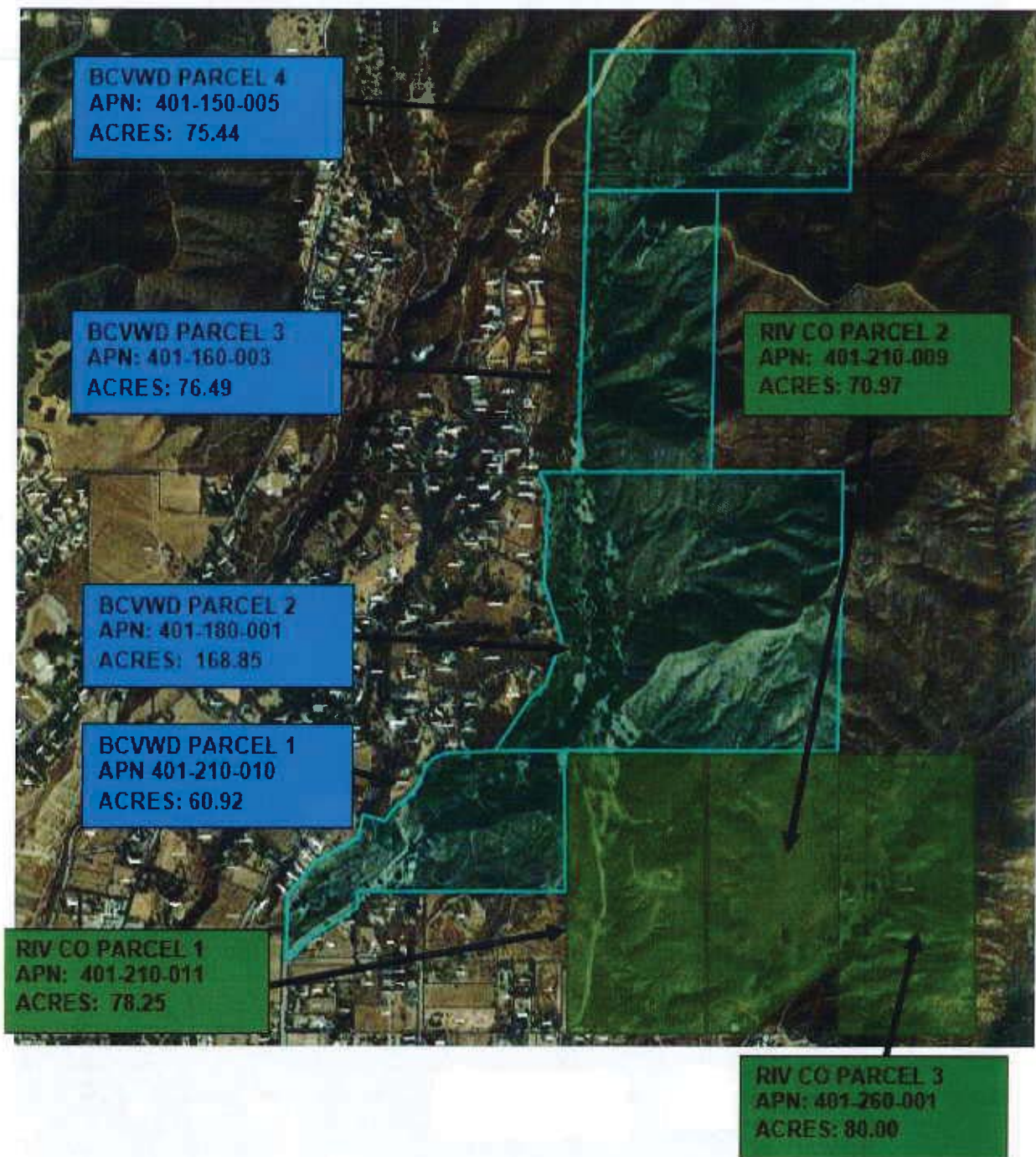


Figure 2
Parcels as Defined in Lease Agreement

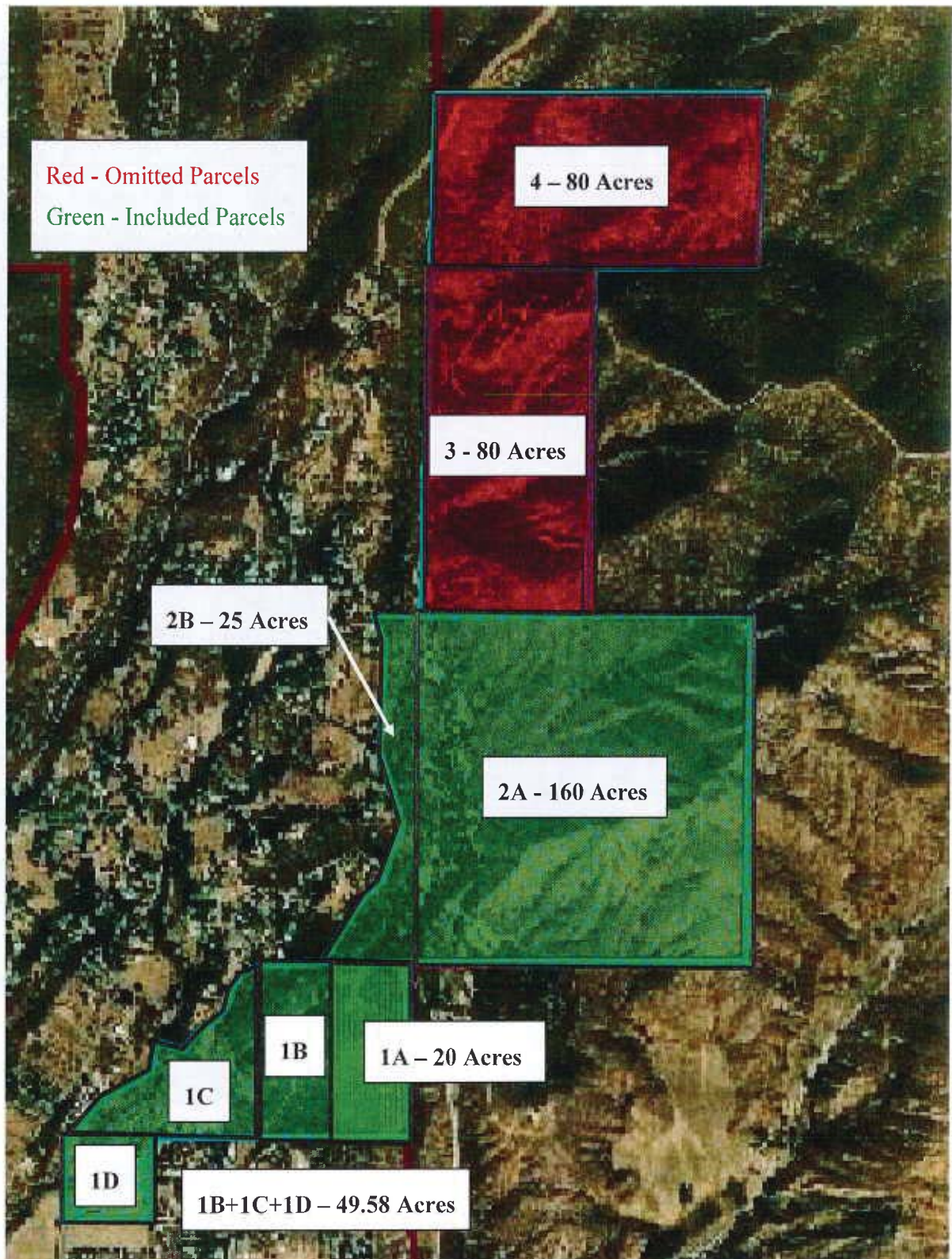


Figure 3
Privately Owned Parcels Potentially Included in Lease



Exhibit A

Land Lease Agreement

L E A S E

THIS AGREEMENT, made this 5th day of October, 1931 by and between the Beaumont Irrigation District, an irrigation district duly organized and existing under provisions of an act of the Legislature of the State of California, as approved March 31, 1897, and the acts amendatory and supplementary thereto, FIRST PARTY, hereinafter termed "Lessor", and the County of Riverside, State of California, SECOND PARTY, hereinafter termed "Lessee",

WITNESSETH: That the said Party of the First Part does, by these presents, demise and lease unto the said Party of the Second Part, for a term of ninety-nine years from the date hereof that certain real property located in Riverside County, State of California, the location thereof being shown in red on the blue-print map attached hereto and made a part hereof, together with the appurtenances thereto appertaining, and more particularly described as follows, to-wit:

Omitted Parcels 3 and 4

Undivided one half (1/2) of the South half (1/2) of the N. E. 1/4 and the W. 1/2 of the S. E. 1/4 of Section 14, T. 28., R. 1W., S. B. B. & M., Riverside County, California, containing 100.0 acres, more or less.

The N. E. 1/4 of Section 23, T. 28., R. 1W., S. B. B. & M., Riverside County, California, containing 100.0 acres, more or less. All that part of the N. E. 1/4 of Sec. 23, T. 28., R. 1W., S. B. B. & M., Riverside County, California, not contained in the map of the Subdivision La Mesa Miravilla as recorded in the Recorder's Office of Riverside County, California, in Book 6 of Maps at Page 79, containing 25.0 acres, more or less.

Parcel 2A

The E. 1/2 of the N. E. 1/4 of the S. E. 1/4 of Sec. 23, T. 28., R. 1W., S. B. B. & M., Riverside County, California, containing 20 acres, more or less.

Parcel 2B

Parcel 1A

Parcel 1B

Parcel 1C

Parcel 1D

All that part of the W. 1/2 of the N. E. 1/4 of the S. E. 1/4, the N. W. 1/4 of the S. E. 1/4 or the N. W. 1/4 of the S. W. 1/4 of the S. E. 1/4 of Section 23, T. 28., R. 1W., S. B. B. & M., Riverside County, California, not contained in the map of the Subdivision La Mesa Miravilla, recorded in the Recorder's Office of Riverside County, California, in Book 6 of Maps at Page 79, and excepting therefrom 0.32 acres conveyed by deed to L. L. Davidson dated November 5th, 1910, containing 49.58 acres, more or less.

The several parcels of land as hereinbefore described comprise 254.58

1 This agreement is made on the following terms and con-
2 ditions:

3 FIRST. The premises hereby let by the Lessor are to be
4 used specifically by the Lessee for public park purposes and not
5 otherwise.

6 SECOND. The Lessee hereby acknowledges the title of the
7 Lessor in and to the said described premises and agrees never to
8 assail or resist said title, other than as limited by this agree-
9 ment.

10 THIRD. The Lessee shall not assign or transfer this agree-
11 ment, in whole or in part, or permit any other person to use the
12 right or privilege hereby given without the written consent of the
13 Lessor first had and obtained.

14 FOURTH. The Lessee will fully pay for all materials joined
15 or affixed to said premises by or upon the authority of said Lessee,
16 and pay in full all persons that perform labor upon said premises
17 for the said Lessee and will not permit or suffer any Mechanic's
18 Liens or Materialmen's Liens of any kind or nature to be enforced
19 against said premises for any work done or materials furnished
20 thereon at the Lessee's instance or request.

21 FIFTH. The Lessor hereby agrees that the heretofore des-
22 cribed lands shall be in full charge and care coming under direct
23 supervision of the County Board of Supervisors of Riverside County,
24 California, the same being the Lessee, so long as the same are main-
25 tained and used for public park purposes, subject to water right
26 reservations, reservations for the development of water, the laying
27 and maintaining of water lines either above or beneath the soil
28 surface and such other necessary works as pertain to waterworks,
29 together with the further reservation of all mineral and mining
30 rights on or attaching to said premises.

31 SIXTH. The Lessee hereby agrees to use said premises here-
32 by let during the term of said lease for public park purposes only

1 and further agrees that the said First Party, its employees or
2 agents, shall at all times have free entrance and access to said
3 premises for the purpose of doing any and all necessary labor,
4 work, or things in connection with the reservations herein reserved
5 by the said First Party.

6 SEVENTH. It is hereby understood and agreed by and between
7 the said Lessor and Lessee that the said Lessee shall have the right
8 and authority to erect and/or construct any improvements, buildings,
9 or structures which the said Lessee may desire and which are incidental
10 and reasonable to the occupancy of said premises for public
11 park purposes so long as said Lessee does not create or permit to
12 exist a condition of waste upon said premises and so long as said
13 improvements, buildings or structures do not interfere with the
14 maintenance and operation of the water rights and mineral rights
15 herein reserved by the said First Party. And it is further understood
16 by and between the said Lessor and the said Lessee that the
17 said Lessee during the term of this lease shall keep and protect
18 the said Lessor free from any damage or loss as the result of the
19 occupancy of the said Lessee on the devised premises for public
20 park purposes.

21 EIGHTH. The terms and conditions of this agreement shall
22 inure to the benefit of and be binding upon the heirs, executors,
23 administrators, successors and assigns of the parties hereto, except
24 that in case any court of competent jurisdiction adjudges
25 that the making of this lease was in excess of the legal rights of
26 the Beaumont Irrigation District so to do then in that event the
27 Lessor may without liability cancel such lease or for any violation
28 of the covenants or conditions may terminate the estate hereby created
29 and granted to the said Lessee with the further understanding
30 that in the event of such termination as herein provided for the
31 said Lessee shall have the right thereupon to remove from said
32 premises any buildings or structures placed thereupon by the said

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Lessee and in so doing the said Lessee shall save and protect the
said Lessor from any damages in the removal thereof.

BEAUMONT IRRIGATION DISTRICT

By

E. Morcos

President

Attest

G. Gantt

Secretary

COUNTY OF RIVERSIDE

By

J. L. ...

Chairman of the Board of
Supervisors of Riverside
County, California.

*Approved
as to form
and content
District Attorney*

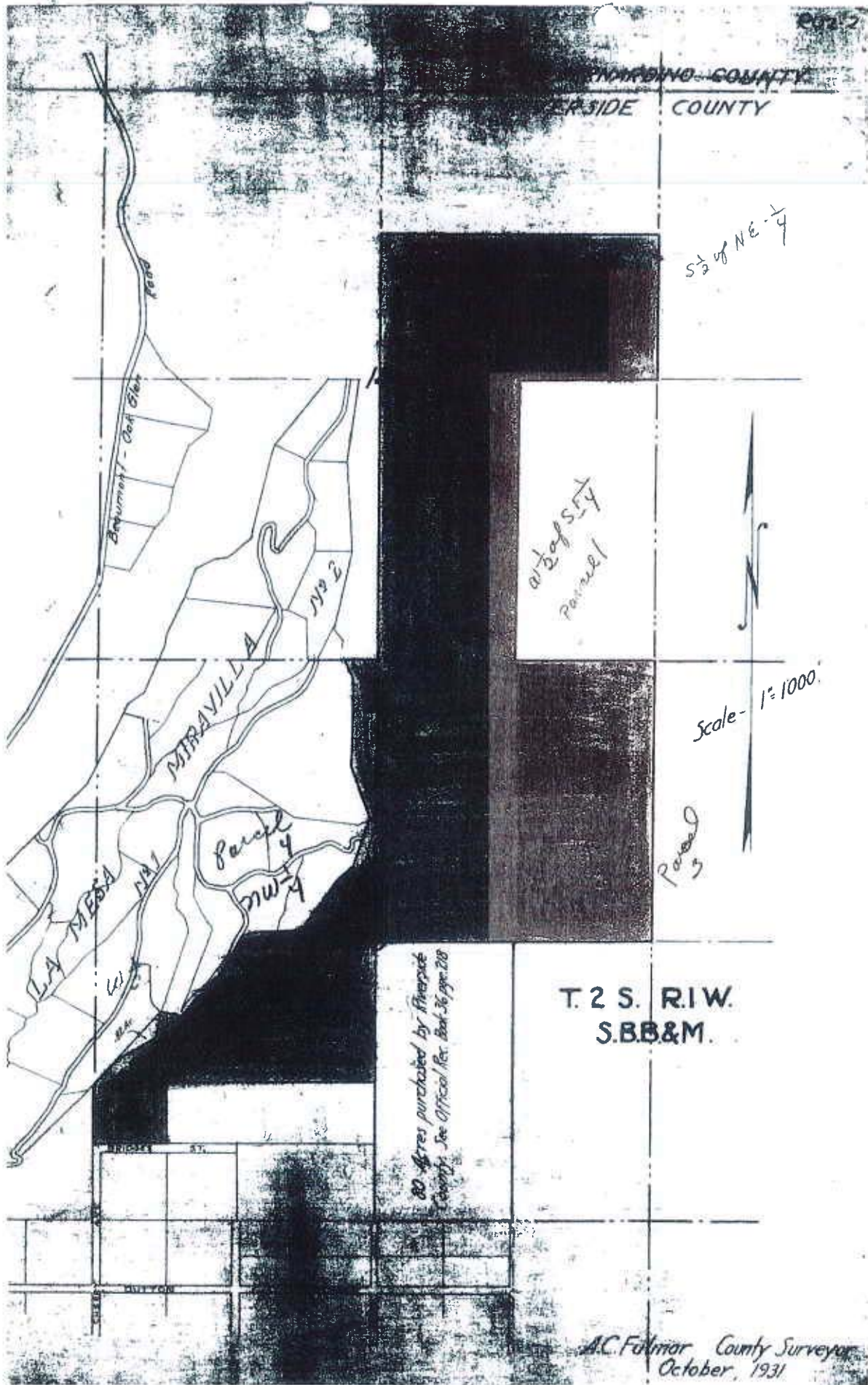


Exhibit B

Acreage Study

Exhibit B
BCVWD
Bogart Park Acreage Analysis

Section 23			
Parcel #	Size		Difference
	Agreement	County Record	
2	160	168.85	16.15
	25		
1	20	60.92	8.66
	49.58		
Total	254.58	229.77	24.81

Parcel Acreage Calculations
 Prepared By: KEJ

Page 1

8/7/2018

LEASE AND OPERATING AGREEMENT

This Lease and Operating Agreement (“Agreement”) is made by and between Riverside County Regional Park & Open-Space District (“RivCoParks”), a special district in the State of California and the Beaumont Cherry Valley Recreation & Park District (“BCVRPD”), a special district in the State of California, sometimes referred to herein as a “Party” and jointly as the “Parties”, with reference to the following:

RECITALS

WHEREAS, RivCoParks is the owner of record of approximately 78.25 acres of land identified as Assessor’s Parcel Number 401-210-011 (“Property”) and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, which is depicted in Exhibit “A”, attached and incorporated herein by reference;

WHEREAS, the Beaumont Cherry Valley Water District (“District”) is the owner of record of approximately 229.77 acres of land identified as Assessor’s Parcel Numbers 401-180-001 and 401-210-010, which is depicted in Exhibit “A”, attached hereto and incorporated herein by reference (“District’s Property”), also known as a portion of Bogart Park;

WHEREAS, the Property, originally named International Park, was dedicated on October 18, 1931, and renamed on May 27, 1957, shall be used for park or open-space purposes;

WHEREAS, the Riverside County Parks Department (“County”) is the lessee of District’s Property pursuant to that certain lease dated October 5, 1931, which is set to expire October 5, 2030;

WHEREAS, the County and BCVRPD have support of the District to enter into an Assignment & Assumption agreement for BCVRPD to assume the County’s lease of the District’s Property for the remaining lease term of 12 years;

WHEREAS, BCVRPD and District intend to negotiate a separate long-term lease of the District's Property;

WHEREAS, the residents living within the community around of Beaumont-Cherry Valley are in need of park space and associated services;

WHEREAS, RivCoParks desires to assist in providing a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, the mission of BCVRPD is to enrich and fulfill the lives of community members by providing parks, park facilities, and recreational programs of outstanding quality;

WHEREAS, the mission of BCVRPD further endeavors to meet the needs of its growing community by acquiring, constructing, improving, maintaining, and operating recreation centers throughout the community;

WHEREAS, BCVRPD desires to provide a park space and associated services that are in the vital and best interest of the residents of the Beaumont-Cherry Valley area;

WHEREAS, these associated services consist of day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, special events, and security (together "Programs and Services");

WHEREAS, RivCoParks has acquired furniture, fixtures and equipment ("Equipment") for the Property in support of providing Programs and Services; and

WHEREAS, the purpose of this Agreement is to outline the terms and conditions by which RivCoParks will assist in providing Programs and Services to the community of Beaumont-Cherry Valley by facilitating the transfer of the Property to BCVRPD, and BCVRPD to provide continued Programs and Services to the community of Beaumont-Cherry Valley;

NOW THEREFORE, the Parties hereby enter into this Agreement and agree to the following:

COVENANTS

ARTICLE I

PROPERTY AND TERM

1.1 Effective Date. The “Effective Date” of this Agreement is the date the Parties sign the Agreement. However, if the Parties sign the Agreement on more than one date, then the last date the Agreement is signed shall be the “Effective Date”.

1.2 Term. The term of this Agreement shall be for a term of three (3) years (“Term”) commencing on the Effective Date as defined in Section 1.1 and expiring 3 years thereafter.

1.3 Acceptance of Property. BCVRPD accepts the Property in an “as-is” and a “where is” condition based solely on BCVRPD’s own studies and investigations on the Effective Date of this Agreement.

ARTICLE II

RENT, TAXES AND UTILITIES

2.1 Rent. BCVRPD shall operate the Property and manage the Equipment in a manner providing at least the level of access and Programs and Services as currently provided by RivCoParks during the Term of this Agreement. Without limitation of the foregoing, BCVRPD shall provide the same or reasonably similar access to amenities and recreation opportunities as RivCoParks provided in RivCoParks’s operation of the Property, shall maintain a high level of customer service, shall operate the Property, and shall provide Programs and Services to the community, in lieu of payment of rent by legal tender for the Property.

2.2 Taxes and Assessments. During the term of this Agreement, BCVRPD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Property, improvements to the Property, or personal property owned by BCVRPD and located on or in the Property to the extent that such taxes, assessments and charges are not inconsistent with RivCoParks’s exempt status under the Internal Revenue Code. BCVRPD understands and agrees

that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

2.3 Utilities. During the term of this Agreement, BCVRPD further agrees to pay, or cause to be paid, all utilities used upon the Property including without limitation including water, gas, heat, light, power, telephone service, refuse collection and removal, security and/or fire alarm monitoring or related fees, and all other services supplied to the Property.

ARTICLE III

USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS

3.1 Limitations on Use. The Property shall be operated by BCVRPD for the sole purpose of operating a park and related services, including the provisions of Programs and Services, for the community and for the benefit of residents and the general population of the unincorporated community of Cherry Valley and surrounding areas which may include, but is not limited to: day use visitation for self-directed recreation, camping, fishing, hiking, horseback riding, cycling, and special events, security, and Programs and Services as set forth in the Recitals of this Agreement.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by RivCoParks, BCVRPD agrees and covenants not to place or allow to be placed any deed of trust, mortgage, or any other type of security lien upon the Property during the term of this Agreement without the written consent of RivCoParks, which consent shall be in RivCoParks's absolute discretion.

3.3 Maintenance of the Property. BCVRPD shall, at its reasonable sole cost and expense, maintain, or cause to be maintained the Property, including but not limited to the mechanical, electrical, plumbing, and all operating systems of the Property including the parking lot and landscaping in good condition and repair for the purposes in Section 3.1 above and in accordance with all applicable laws, including without limitation such zoning, safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding

upon RivCoParks . RivCoParks shall pay to BCVRPD the amounts according to the payment schedule outlined in Exhibit “B”, to assist with the expenses related to maintaining the Property.

3.5 Furniture, Fixtures and Equipment. RivCoParks and BCVRPD agree and acknowledge that RivCoParks has provided and installed Equipment at the Property as documented in the 2016 Bogart Park Assessment Report and set forth in Exhibit “C” attached hereto and incorporated herein. BCVRPD shall, at its sole cost and expense, be responsible for all necessary maintenance and, repair of the Equipment.

3.6 Compliance with Laws and Restrictions. BCVRPD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. BCVRPD further agrees to use the Property in material compliance with all laws now in force or which may hereafter be in force relative to its use and operation of the Property, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

3.7 Obligations. BCVRPD shall be obligated to provide Programs and Services to the community and the citizens of Riverside County including but not limited to all programs and services set forth in the Recitals and section 3.1 of this Agreement. General hours of operation are as follows:

Camping: Thursday through Sunday

Day Use: Thursday through Monday, 7 AM to sunset

The above hours are general only and subject to change. Hours may be adjusted by BCVRPD to reflect the needs of the community.

ARTICLE IV

FINANCING AND CONTRACTING WITH THIRD PARTIES

4.1 Contracting with Third Parties. BCVRPD, in BCVRPD’s discretion, may enter into agreements and contracts in connection with the uses required to be performed, as set forth in Section 3.1 above on the Property; provided however, that all agreements or contracts in which

a third party would be permitted to exclusively occupy a portion of the Property shall be subject to the prior approval by RivCoParks in RivCoParks' reasonable discretion. All such agreements and contracts shall contain provisions necessary to protect RivCoParks, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the Property as a result of such third parties actions. Any contract or other agreement entered into by BCVRPD affecting or related to the Property as contemplated by this Section 4.1 shall include a provision that gives RivCoParks the right to terminate such contract or other agreement in the event that this Agreement is terminated early or the Parties do not finalize and complete the Conveyance and defined in section 9.1 below.

4.2 No Assignment or Sublease. BCVRPD shall not assign this Agreement or sublease the Property without the written consent of RivCoParks. Such consent shall be in the sole and absolute discretion of RivCoParks and may be conditioned at the sole and absolute discretion of RivCoParks. In the event that BCVRPD subleases the Property, BCVRPD shall be required to have a sublease agreement executed between BCVRPD and the other party(ies), and as part of said agreement, require said party(ies) to procure a standard commercial liability policy in the amount of \$1,000,000 naming BCVRPD, and RivCoParks as additional insureds. A copy of such sublease agreement shall be provided to RivCoParks for RivCoParks's review and approval.

ARTICLE V

INSURANCE

5.1 Insurance. Without limiting or diminishing the BCVRPD's obligation to indemnify or hold RivCoParks harmless as set forth in section 10.1, BCVRPD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

(a). Workers' Compensation: If the BCVRPD has employees as defined by the State of California, the BCVRPD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers'

Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of RivCoParks, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b). Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of BCVRPD's performance of its obligations hereunder. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c). Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BCVRPD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name RivCoParks, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Boards of Directors, employees, elected or appointed officials, agents or representatives as Additional Insured.

(d). General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County of Riverside's Risk Manager. If the County of Riverside's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The BCVRPD's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County of Riverside's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to RivCoParks, and at the election of the County of Riverside's Risk Manager, BCVRPD's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with RivCoParks, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) BCVRPD shall cause BCVRPD's insurance carrier(s) to furnish RivCoParks with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County of Riverside's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to RivCoParks prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless RivCoParks receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. BCVRPD shall not commence operations until RivCoParks has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the BCVRPD's insurance shall be construed as primary insurance, and RivCoParks' insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, RivCoParks reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the BCVRPD has become inadequate.

6) BCVRPD shall pass down the insurance obligations contained herein to all tiers of BCVRPD's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) BCVRPD shall notify RivCoParks of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

ARTICLE VI

DAMAGE OR DESTRUCTION

DURING TERM OF AGREEMENT

6.1 Restoration of Property. If during the term of this Agreement, the Property is materially damaged such that BCVRPD is unable to provide the Programs and Services, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, RivCoParks shall have the option, but shall not be obligated to make the repairs necessary to restore RivCoParks's owned Property and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage provided that RivCoParks determines in its sole discretion, that if it is not feasible to do so,

RivCoParks shall have the right to terminate this Agreement. Damages to the District Property shall be restored at the discretion of the District.

ARTICLE VII

DEFAULT AND TERMINATION

7.1 Events of Default. Subject to the cure provisions set forth in Section 7.2, the following events if uncured shall be a default (“Event of Default”):

(a) Failure of BCVRPD to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the uses outlined in Section 3.1 as described above;

(b) Failure of RivCoParks to perform or observe any material provisions or condition of this Agreement, including, but not limited to, compliance with the payment provisions outlined in Section 3.4 as described above;

(b) The subjection of any material right or interest of BCVRPD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with BCVRPD’s ability to comply with the required uses set forth in Section 3.1 above in the Property.

(c) In the event the Property becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents as adjudicated by the final judgment of a court of competent jurisdiction.

7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default, the non-defaulting party shall provide written notice of default to the alleged defaulting party. Each notice of default shall specify in detail the alleged “Event of Default” and the intended remedy. The alleged defaulting party shall have thirty (30) days after notice is delivered (see Section 11.3: Notices, below) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the thirty (30) day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional 90 days) so long as the alleged defaulting party commences the cure within the thirty (30) day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by BCVRPD continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, RivCoParks may at its election terminate this Agreement by giving BCVRPD written notice of termination. Upon the giving of notice of termination, all BCVRPD's rights in the Property and improvements shall terminate. Promptly after notice of termination, BCVRPD shall surrender and vacate the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. In the event a default by RivCoParks continues uncured for a period of thirty (30) days following written notice, and unless a longer cure period is provided pursuant to Section 7.2, in addition to the rights and remedies provided by law or equity, BCVRPD may at its election, continue this Agreement, terminate this Agreement by giving RivCoParks written notice of termination, and/or accelerate the Conveyance (defined herein) to occur on a date set by BCVRPD.

7.4 Early Termination Without Cause by BCVRPD. BCVRPD may also terminate this Agreement without cause by giving written notice to RivCoParks at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, BCVRPD must surrender the Property and all improvements and Equipment in good and clean condition, reasonable wear and tear excepted. Upon early termination by BCVRPD without cause, BCVRPD shall refund the payment made by RivCoParks to BCVRPD for the current calendar year according to the payment schedule outlined in Exhibit "B", prorated up to the date of termination based on a 365-day calendar year.

ARTICLE IIX

ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. BCVRPD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Property that could result in destruction of habitat or the contamination or pollution of said Property. BCVRPD shall at all times comply with all applicable federal, state,

and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. BCVRPD shall not use or allow anyone else to use the Property to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term “hazardous material” means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. BCVRPD shall immediately notify RivCoParks in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against BCVRPD alleging environmental damage. BCVRPD shall indemnify and hold RivCoParks harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by BCVRPD or any person or entity under its control. RivCoParks represents and warrants to BCVRPD that, to the best of RivCoParks’s knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement. In the event that BCVRPD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the effective date of this Agreement, then BCVRPD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and RivCoParks shall indemnify, defend and hold harmless BCVRPD from any and all liability of any type related thereto, including attorney’s fees.

ARTICLE IX

SURRENDER AND DISPOSITION OF PROPERTY

9.1 Conveyance of Property. Ninety (90) days prior to the expiration of the Agreement, the Parties shall each execute and deliver to the other the donation agreement (“Donation Agreement”) in substantially the same form as the attached Exhibit “D”, and the grant deed (“Grant Deed”) in substantially the same form as the attached Exhibit “E”, each effective as of the expiration of the Agreement. The duly executed, delivered, and accepted Donation Agreement and Grant Deed will be collectively referred to as (the “Conveyance”).

9.2 Use Restriction. The Donation Agreement and Grant Deed shall both include a use restriction that states the following: “The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.” BCVRPD and RivCoParks hereby declare that it is their express intent that such restriction shall run with the land and shall bind all successors in title to the Property.

9.3 Surrender of Property. In the event this Agreement is terminated pursuant to Sections 7.3 or 7.4, BCVRPD shall surrender the Property to RivCoParks and all improvements and Equipment in a good and clean condition, reasonable wear and tear excepted, and all improvements constructed on the Property by BCVRPD (other than trade fixtures or other removable fixtures) shall become the property of RivCoParks at no cost or expense to RivCoParks.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by BCVRPD. BCVRPD shall defend, indemnify, and hold RivCoParks harmless from, and reimburse RivCoParks for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by BCVRPD or any

third party of the Property or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, BCVRPD shall defend, indemnify, and hold RivCoParks harmless from any breach or default in the performance of any obligation to be performed by BCVRPD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of BCVRPD, or any officer, agent, employee, guest, or invitee of BCVRPD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, RivCoParks or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 Indemnification by RivCoParks. RivCoParks shall defend, indemnify, and hold BCVRPD and its directors, officers, employees and agents harmless from, and reimburse BCVRPD for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, (i) the use by RivCoParks or any third party of the Property or any facilities located thereon arising prior to the Effective Date, (ii) any claims arising from the presence, discharge or release of hazardous materials occurring prior to the Effective Date, or (iii) any breach or default in the performance of any obligation to be performed by RivCoParks under this Agreement or any violation of governmental law or regulation, or any intentional misconduct or negligence of RivCoParks, or any officer, agent, employee, guest, or invitee of RivCoParks, regardless of whether such intentional misconduct or negligence was active or passive.

10.2 Duties: In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, the claiming party shall notify the other party in writing promptly and, if such event involves the claim of any third person, the other party shall assume all expenses with

respect to, the defense, settlement, adjustment, or compromise of any claim, provided that such claiming party may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and the other party shall obtain the prior written approval of such claiming party, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. The other party shall reimburse such claiming party or any third party (including officers, directors, and employees of such claiming party) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

11.2 Severability. Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intent of this Agreement.

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

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally

recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to RivCoParks, addressed to: Regional Park & Open-Space District
County of Riverside
4600 Crestmore Road
Riverside, CA 92509
ATTN: Assistant Parks Director - Parks

If to BCVRPD, addressed to: Duane Burk
General Manager
Beaumont-Cherry Valley Recreation & Park District
390 W. Oak Valley Parkway
Beaumont, CA 92223

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Jurisdiction and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of California. RivCoParks and BCVRPD agree that the Agreement has been entered into at Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the state of California, in Riverside, California.

11.7 Attorney's Fees. In the event of any litigation between RivCoParks and BCVRPD to enforce any of the provisions of this Agreement or any right of either party hereto, Parties will be responsible for paying their own costs and expenses, including attorney's fees.

11.8 Relationship to BCVRPD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of RivCoParks and BCVRPD. BCVRPD is an Independent Contractor.

11.9 Binding on Successors. The terms, covenants, and Agreements contained herein shall bind and inure to the benefit of RivCoParks, BCVRPD, and each of their successors and permitted assigns.

11.10 Amendment. This Agreement shall not be modified or amended without the written consent of both BCVRPD and RivCoParks incorporated in a written amendment to the Agreement.

11.11 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.12 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

RIVCOPARKS

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: _____
Chairman, Board of Directors

Dated: _____

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____
Wesley Stanfield
Deputy County Counsel

BCVRPD

BEAUMONT CHERRY VALLEY
RECREATION & PARK DISTRICT

By: _____

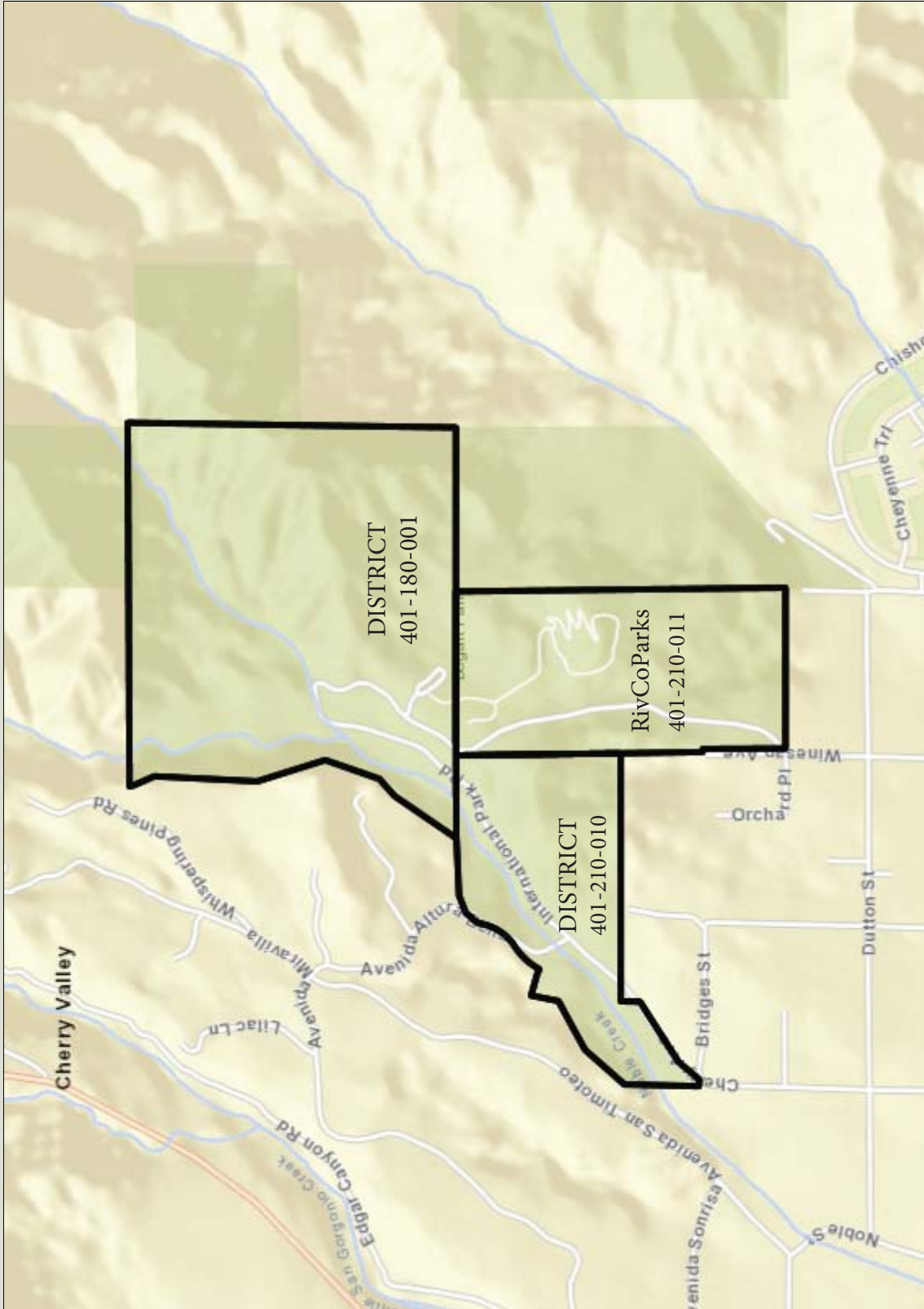
Name: _____

Title: _____

Dated: _____

Exhibit A

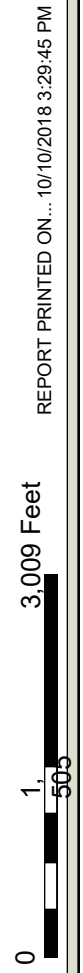
Bogart Park Lease & Operating Agreement



- Legend**
- Blue Line Streams
 - City Areas
 - World Street Map

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes
401-210-011; 401-210-010; 401-180-001



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REPORT PRINTED ON... 10/10/2018 3:29:45 PM

EXHIBIT "B"

Payment Schedule:

Year 1: January 1, 2019 \$100,000

Year 2: January 1, 2020 \$100,000

Year 3: January 1, 2021 \$100,000

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

4) Equestrian Area - the asphalt paving ends and the dirt road beings through the campsites fitted with horse corrals, a watering trough, firepits, and seating areas.

Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

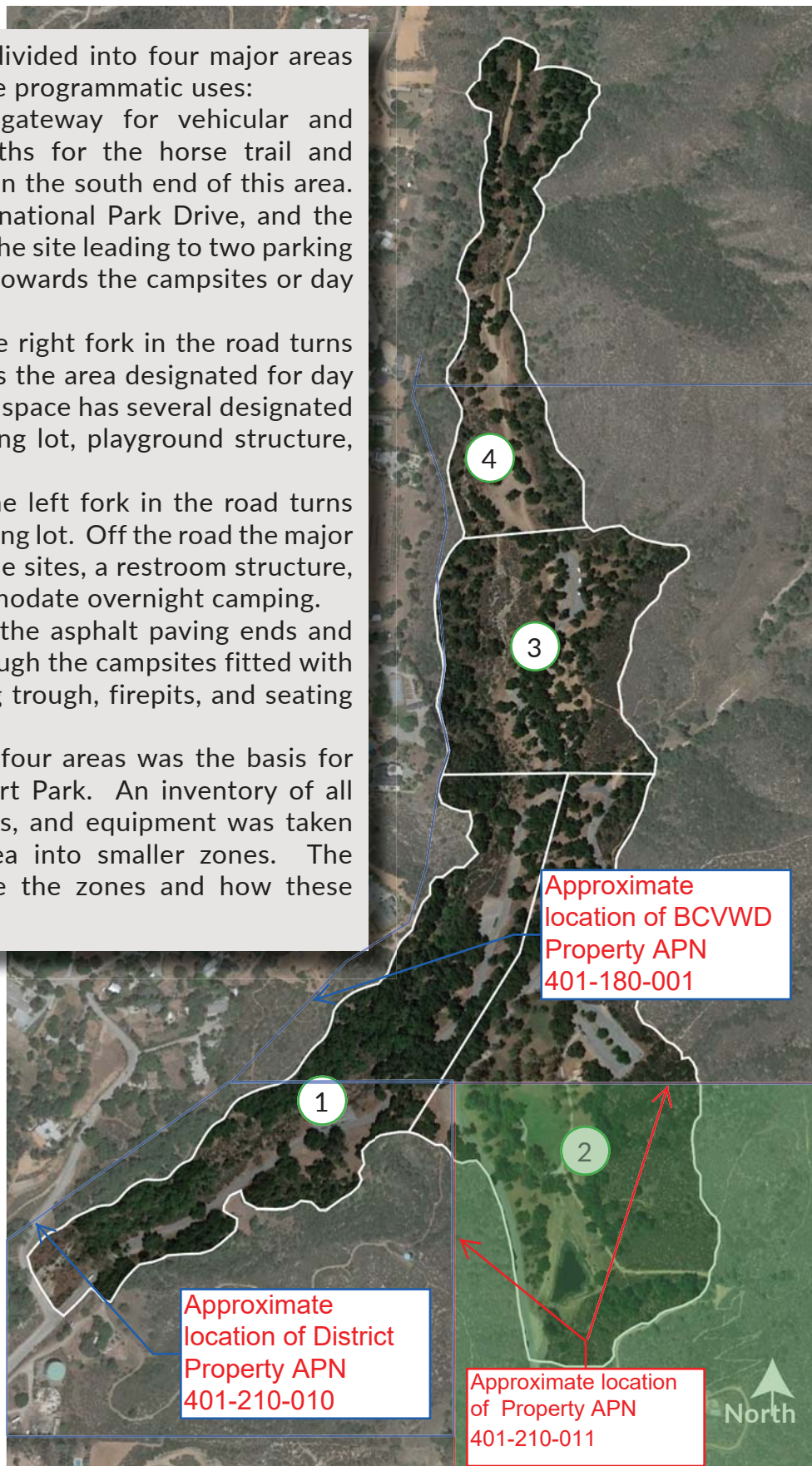
1 **Entrance**

2 **Day Use Area**

3 **Camping Area**

4 **Equestrian Area**

Note: Equipment subject to the Lease & Operating Agreement is located on Property in a portion of Area 2.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
- 3 - Acceptable condition, functional with no safety hazards
- 2 - Unacceptable, may be functional but in need of maintenance
- 1 - Hazardous, in need of immediate repair, at risk of safety hazards

Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

In the assessment of the amenities condition in Bogart Park, most are in acceptable or like new condition. The problems that have been identified with the amenities that are in need of repair are minor maintenance; however other features and areas have more severe environmental problems with erosion control and sediment deposition (on sidewalks, drives, and in parking lots).

The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

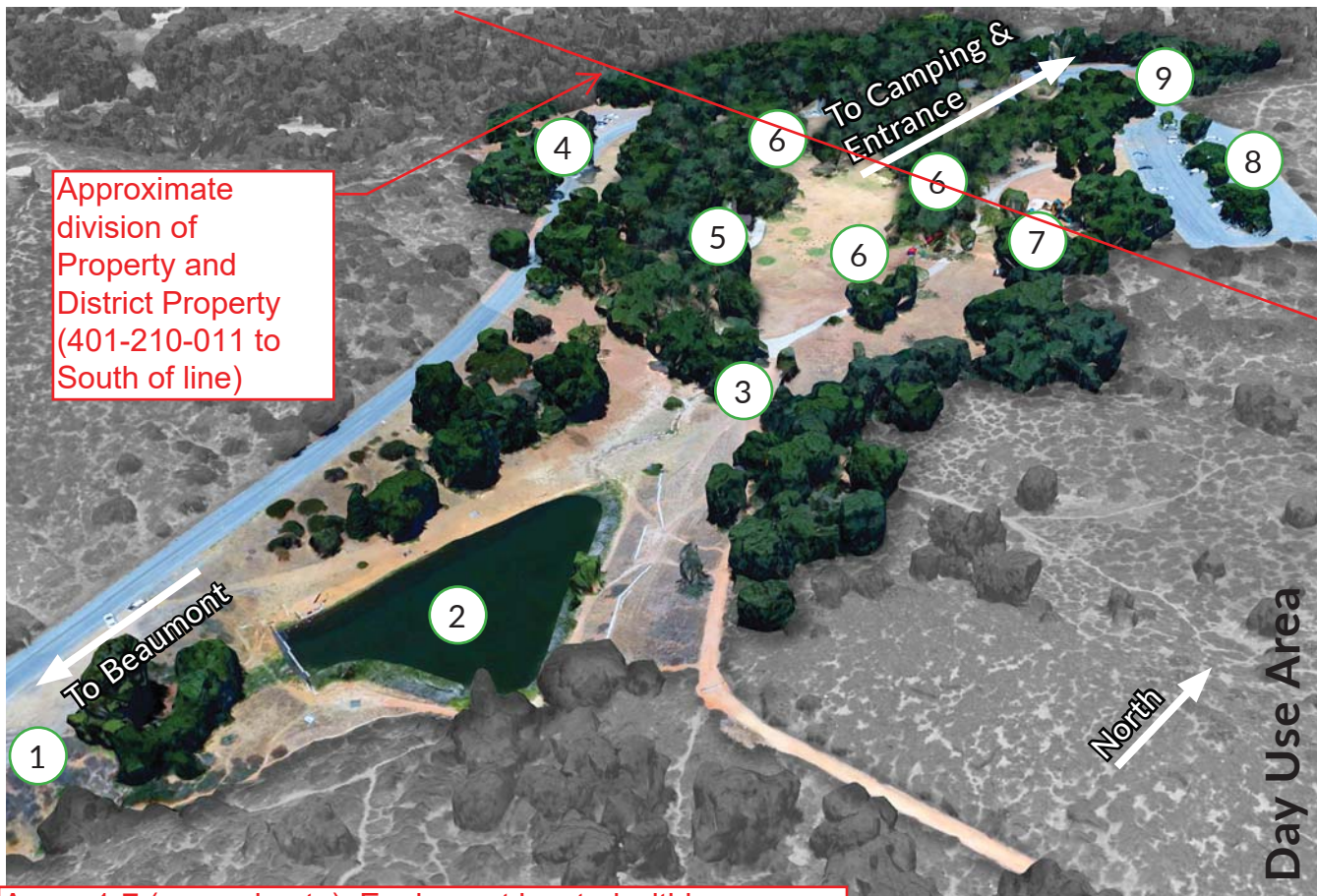
Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 2

Property and District Property (See Page 1 map herein for division)

Existing Equipment located on Property.



Areas 1-7 (approximate): Equipment located within Property.

- 1 Bogart Park Rear Gate
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 2 Park Pond
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
- 3 Pond Bridge Area
 - Pond Bridge
 - Trails
 - Amenities
- 4 Day Use Parking
 - Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- 5 Restroom
 - Restroom Bldg
 - Garden Wall
 - Amenities
- 6 Picnic Areas
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains
- 7 Playground
 - Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- 8 Day Use Large Parking Lot
 - Parking Lot
 - Signage
 - Amenities
 - Bollards

- 9 Large Group Area A
 - Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

Areas 8 and 9 (approximate): Equipment located within District Property.

DONATION AGREEMENT

THIS DONATION AGREEMENT ("**Agreement**") is made this ____ day of _____, 2018 by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Donor**") and the BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California, ("**BCVRPD**"). Donor and BCVRPD are sometimes individually referred to as "Party" and collectively as "**Parties**."

RECITALS

WHEREAS, Donor is the owner of certain real property located in Riverside County, State of California, consisting of approximately 78.25 acres of land identified as Assessor's Parcel Number 401-210-011 ("Property") and located at 9600 International Park Road, Cherry Valley, CA 92223 also known as a portion of Bogart Park, and as depicted on Exhibit A, attached hereto and by this reference incorporated herein (the "**Property**");

WHEREAS, BCVRPD desires to acquire the interests in the Property for the purpose of operating and maintaining it as Bogart Park which is maintained as a public park and open-space within Riverside County.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, BCVRPD and Donor agree as follows:

1. Dedication of Property. Donor shall offer to dedicate the Property to Parks and Parks shall accept the offer of dedication of the Property, or interest therein, upon the terms and conditions set forth in this Agreement. The Property shall be conveyed to BCVRPD on January 1, 2022 ("**Date of Transfer**"), by execution and delivery of a grant deed in the form attached hereto as Exhibit "B", and incorporated herein by reference. BCVRPD shall pay the cost of recording the deed, and any title policy it elects to purchase.
2. BCVRPD shall agree to continue to use the Property for park and open-space purposes and shall not convey the Property without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.
3. Obligations of Donor.
 - 3.1. Fee Interest. Upon acceptance by BCVRPD, Donor shall convey, assign and transfer its fee interest in the Property to BCVRPD, subject to all matters of record or which would be determined based on a survey or inspection

of the Property. BCVRPD obligation to accept the Property shall be subject to BCVRPD's determination that the condition of the Property is acceptable to it, in BCVRPD's sole discretion.

3.2. Representations and Warranties of Donor. Donor represents and warrants to BCVRPD that:

3.2.1. No Other Agreements, Undertakings or Tenancies. Donor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of BCVRPD, except as may be required to maintain the Property; and

3.2.2. Disclosure. Donor has disclosed to BCVRPD all information, records, and studies in Donor's possession in connection with the Property, including any reports or studies concerning Hazardous Substances. Donor does not make any representation or warranty regarding the contents or findings of such materials.

3.2.3 Notice of Changes. Donor shall promptly notify BCVRPD of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. If BCVRPD reasonably concludes that a fact materially and adversely affects the Property, BCVRPD shall have the option, as its sole remedy, to terminate this Agreement by delivering written notice to Donor and Escrow Agent. If BCVRPD terminates this Agreement pursuant to this Section, Escrow Agent shall cancel the Escrow.

4. Real Estate Taxes, Bonds, and Assessments. To the extent that property taxes are assessed against the Property, real property taxes and assessments shall be prorated as of the Closing Date based on the most current real property tax bill available. Donor may seek reimbursement from the Riverside County Tax Assessor's office for any property taxes that have been paid by it, since it is exempt from payment of such taxes. BCVRPD further agrees to cooperate with Donor to provide any necessary information to the Assessor's office in connection with such request for refund.

5. Possession. Possession of the Property shall be delivered to BCVRPD at the Date of Transfer.

6. Acceptance. The acceptance of the Property by BCVRPD and the Date of Transfer are subject to the satisfaction of the following prior to execution of this Agreement:

(i) BCVRPD's approval of the condition of the Property and title to the Property;

(ii) The representations and warranties of Donor set forth in in this Agreement shall be true and accurate as of the Date of Transfer;

(iii) Donor's timely performance of all obligations under this Agreement;

(iv) No adverse material change shall have occurred with respect to the condition of the Property.

7. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) when personally delivered; or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by name and addressed to the party or persons intended, as follows:

To Donor: Riverside County Regional Park and Open Space District
Attn: Kyla Brown, Assistant Parks Director
4600 Crestmore Road
Riverside, CA 92509

Phone: (951) 955-4310

With copy to: Office of County Counsel
Attn: Synthia M. Gunzel, Chief Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, CA 92501
Phone: (951) 955-6300

To BCVRPD: Beaumont Cherry Valley Recreation & Park District
Attn: Duane Burk, General Manager
390 W. Oak Valley Parkway
Beaumont, CA 92223

Notices shall be deemed effective upon receipt or rejection only. Either party may change its address for notice by giving notice of the change of address in accordance with the terms of this section.

8. Amendment. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.

9. Entire Agreement. This Agreement is the result of negotiations between the Parties and is intended by the Parties to be a final expression of their understanding with respect to the matters herein contained. This Agreement supersedes any and all other prior agreements and understandings, oral or written,

in connection therewith. No provision contained herein shall be construed against BCVRPD solely because it prepared this Agreement in its executed form.

10. Binding Effect on Donor. This Agreement is not binding on Donor until Donor's board of directors has adopted a resolution approving the transaction contemplated hereby.

11. Binding Effect on BCVRPD This Agreement is not binding until approved and executed by the Chairman of the Board of Directors of BCVRPD.

12. No Obligation to Return Property. Notwithstanding any other provision of this Agreement or any other agreement between any of the Parties hereto, once the Property is conveyed to and accepted by BCVRPD, BCVRPD shall have no obligation to return the Property to the Donor under any circumstances, except in the sole and exclusive discretion of BCVRPD.

13. Form 8283 Pursuant to BCVRPD's Policies and Procedures for Execution of IRS Form 8283 for Bargain Sales and Donations, BCVRPD agrees to cooperate with Donor to acknowledge receipt of the donation of the Property by signing Internal Revenue Form 8283 (Non-Cash Charitable Contributions and any other tax-related forms or documents reasonably requested by Donor and to return any such forms to Donor within thirty business (30) days after BCVRPD's receipt of such forms from Donor. Notwithstanding the foregoing, BCVRPD makes no representation or warranty to Donor regarding the tax attributes of this transaction, nor shall BCVRPD endorse or otherwise acknowledge any valuation of the Property for tax purposes, it being understood that the Donor has obtained its own appraisals and tax advice for such purposes.

14. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

14. Authority. Subject to the terms and conditions herein, each individual executing this Agreement on behalf of his or her respective party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of such entity, and that upon full execution and delivery this Agreement is binding upon said entity in accordance with its terms.

[Signatures on the following pages]

IN THE WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly-authorized representatives on the date and year set forth below.

Date: _____, 2018

BCVRPD:

BEAUMONT-CHERRY VALLEY
RECREATION & PARK DISTRICT, a
special district in the State of California

By: _____
Its: President

APPROVED AS TO FORM:

By: _____

Date: _____, 2018

PARKS:

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT, a park
and open-space district created pursuant
to the California Public Resources Code,
Division 5, Chapter 3, Article 3

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: _____

Deputy County Counsel

EXHIBIT “A”
[Attached]

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD SURVEY DESCRIPTION HERE.

EXHIBIT "B"

GRANT DEED

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Beaumont Cherry Valley Recreation
& Park District
390 W. Oak Valley Parkway
Attn: Duane Burk, General Manager
Phone: (951) 845-9555

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ _____

[computed on full value of property conveyed, OR
]

[computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,
]

[unincorporated area; [] City of _____
]

GRANT DEED

RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3, ("**Grantor**"),

Does hereby grant to

BEAUMONT-CHERRY VALLEY RECREATION & PARK DISTRICT, a special district in the State of California,

all that certain real property in the County of Riverside, State of California, described on Exhibit "A", attached hereto and incorporated herein by reference ("**Property**").

SUCH CONVEYANCE IS MADE SUBJECT TO ALL MATTERS OF RECORD OR WHICH WOULD BE DISCOVERED BY A SURVEY OR INSPECTION OF THE PROPERTY, AND THE FOLLOWING RESTRICTIONS, WHICH SHALL BE BINDING ON GRANTEE AND ALL SUCCESSORS AND ASSIGNS OF GRANTEE:

The Property shall be used for park and open-space purposes and shall not be conveyed without the consent of a majority of the voters of the BCVRPD District at an election called and conducted by the Board of BCVRPD pursuant to Public Resource Code section 5540, or unless otherwise permitted by law.

Signature Page and Notary Acknowledgement is attached to a document entitled ***Grant Deed***.

GRANTOR:

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3,

By: _____
Its: Chairman, Board of Directors

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

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain real property in the County of Riverside, State of California, more particularly described as follows:

APN: 401-210-011

NEED TO ADD LEGAL SURVEY DESCRIPTION HERE.

Physical Assessment

Bogart Park can be divided into four major areas based on their respective programmatic uses:

1) Entrance - the gateway for vehicular and pedestrian, and the paths for the horse trail and mountain bike trail are on the south end of this area. The connection to International Park Drive, and the road that leads through the site leading to two parking lots before splitting off towards the campsites or day use area.

2) Day Use Area - the right fork in the road turns south and heads towards the area designated for day use activities. This open space has several designated group areas, a full parking lot, playground structure, and a pond.

3) Camping Area - the left fork in the road turns north and leads to a parking lot. Off the road the major camping area has multiple sites, a restroom structure, and amenities to accommodate overnight camping.

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Distinguishing these four areas was the basis for the assessment of Bogart Park. An inventory of all site amenities, structures, and equipment was taken dividing each major area into smaller zones. The following pages indicate the zones and how these areas were divided.

1 **Entrance**

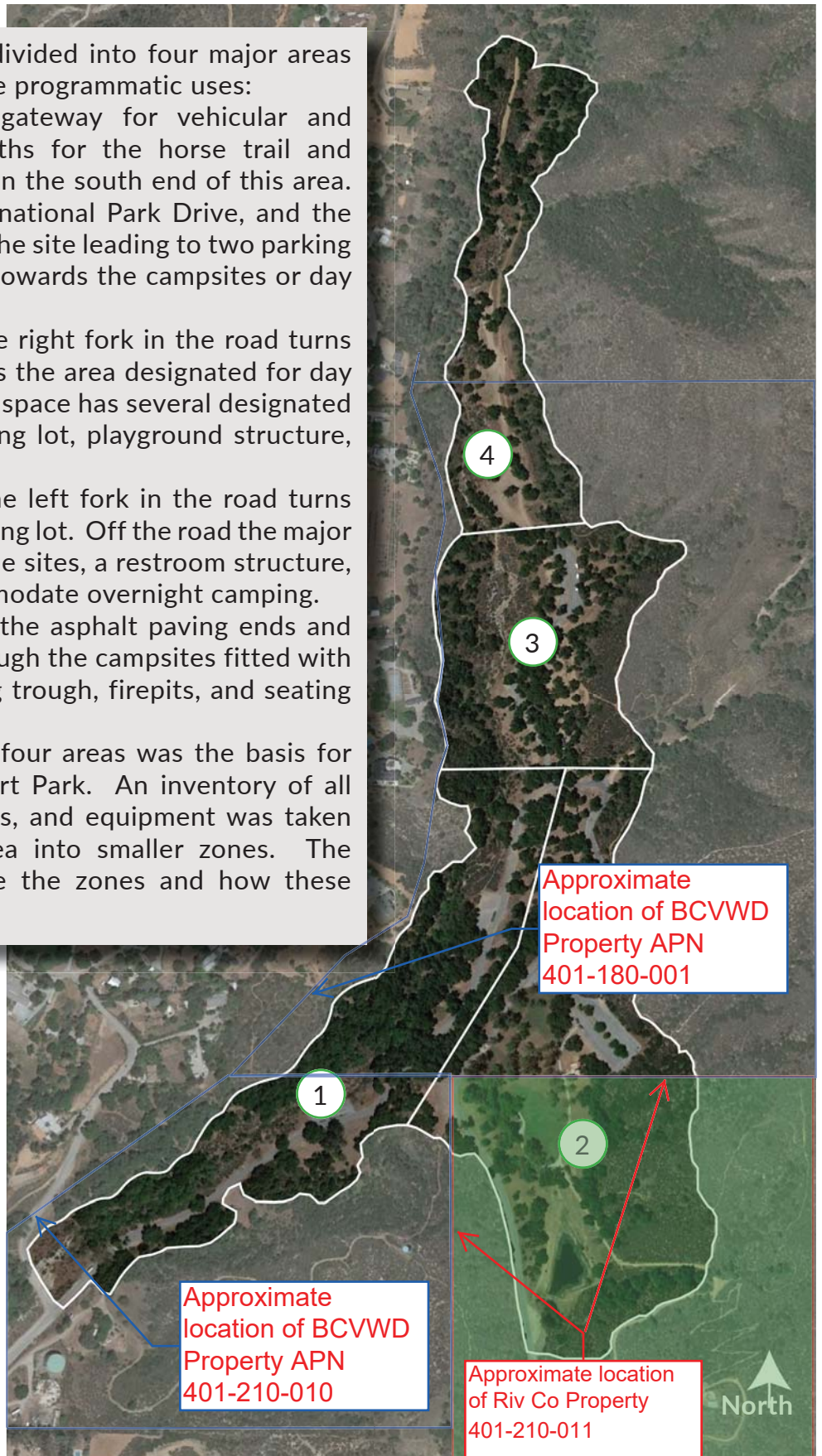
2 **Day Use Area**

3 **Camping Area**

4 **Equestrian Area**

Note: Riv Co. Park Facilities are located on BCVWD lease property in Areas 1, 3, and 4

A portion of Park Facilities in Area 2 are also located on BCVWD lease property.



Assessment Summary

In order to create a uniform method of assessing the physical amenities of Bogart Park, a numeric scale (1-5) was developed to assign a condition to each individual amenity:

- 5 - New, zero imperfections
- 4 - Like new, received recent repair/maintenance
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Using this criteria, each item within Bogart Park was assessed and organized into the different physical location (Entrance, Day Use, Camping, Equestrian) and then again into the different zones within each area (Appendix D-G).

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The entrance and entry drive area does not have many amenities. The equipment is in acceptable condition, and while the parking lots along the main drive do have some sediment deposition, they are still functional.

The Day Use Area boasts the most physical amenities of any of the areas, most of which are in good condition. Most of the picnic tables are not mounted to the ground, and have migrated into groups throughout the day use areas leaving the barbecue pits isolated. The playground equipment is in good condition and the pond and its surroundings add an additional enhancement to the amenities surrounding them.

While the Camping Area provides a rural camping experience, the amenities provided are in good condition. For the most part, each campsite provides a fire pit, a picnic table, and a barbecue pit.

Similar to the Camping Area, the Equestrian area offers horse-centric amenities including a watering trough, hitching posts, and horse corrals. With one exception, all of the horse corrals are in good condition and the campsites offer the same amenities as the Camping Area.



AREA 1
BCVWD Lease Property
Existing Improvements located on
BCVWD Lease Property

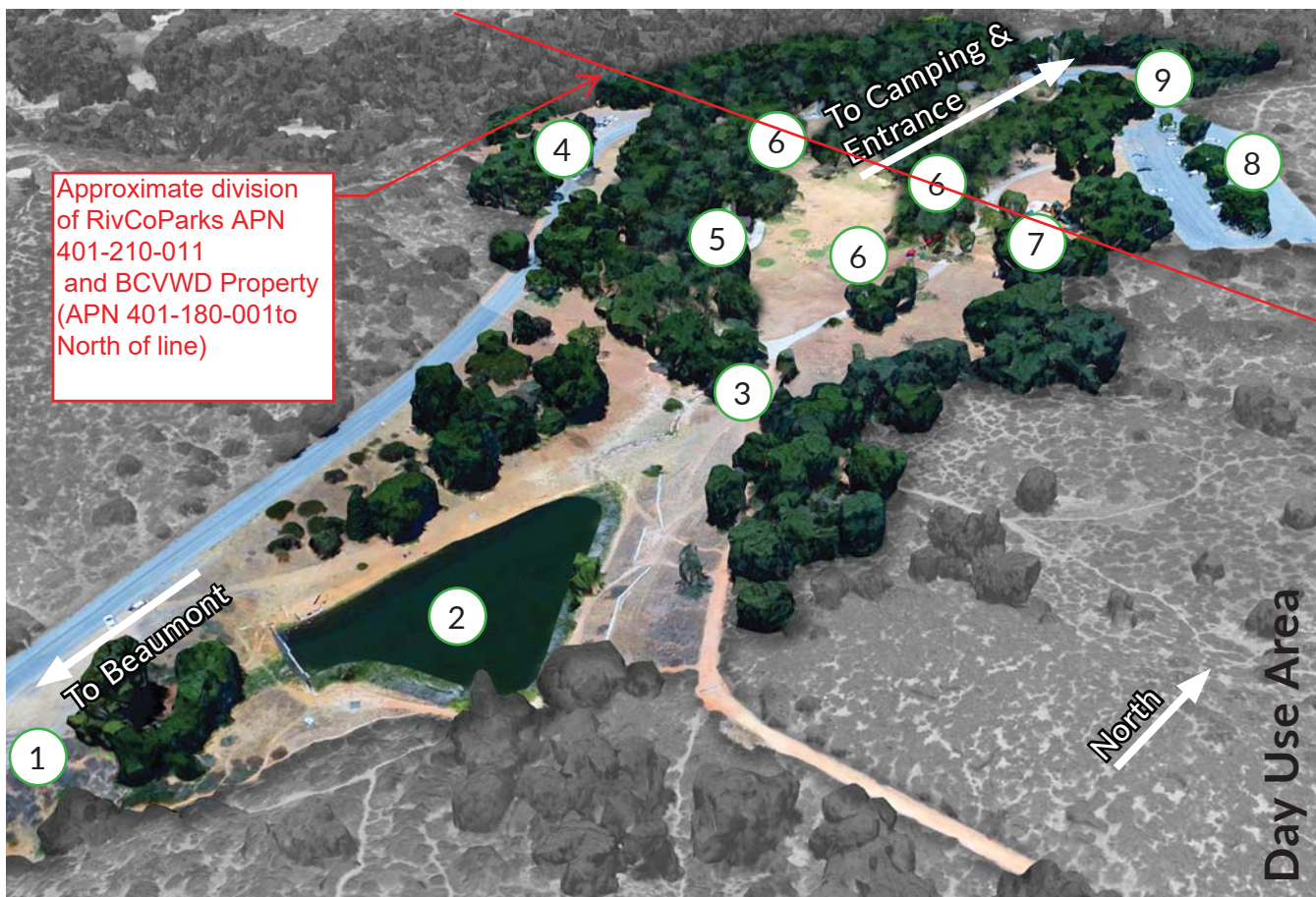


- | | |
|---|--|
| <p>1 <u>Bogart Park Entry Gate</u></p> <ul style="list-style-type: none"> -Guard Shack -Electronic Gate -Entry/Exit Boom Gates -Signage | <p>5 <u>Creek</u></p> <ul style="list-style-type: none"> -Trails -Amenities -Drainage |
| <p>2 <u>Bogart Horse/Bike/Pedestrian Entry</u></p> <ul style="list-style-type: none"> -Signage -Trail | |
| <p>3 <u>Pine Parking Lot</u></p> <ul style="list-style-type: none"> -Asphalt -Wheel Stops -Parking Stalls -Signage/ADA | |
| <p>4 <u>Oak Parking Lot</u></p> <ul style="list-style-type: none"> -Asphalt -Wheel Stops -Parking Stalls -Signage/ADA | |

AREA 2

RivCoParks Property and BCVWD Lease Property (See Page 1 map herein for division)

Existing Improvements located on BCVWD Lease Property



- 1 Bogart Park Rear Gate
- Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads

- 2 Park Pond
- Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads

- 3 Pond Bridge Area
- Pond Bridge
 - Trails
 - Amenities

- 4 Day Use Parking
- Parking Lot
 - Signage
 - Amenities
 - Bollards
 - Horseshoe Pits

- 5 Restroom
- Restroom Bldg
 - Garden Wall
 - Amenities

- 6 Picnic Areas
- Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- 7 Playground
- Playground Equipment
 - Picnic Tables
 - Trash Receptacles
 - BBQ Pits
 - Water Fountains

- 8 Day Use Large Parking Lot
- Parking Lot
 - Signage
 - Amenities
 - Bollards

- 9 Large Group Area A
- Shade Structures
 - Picnic Tables
 - Trash Receptacles
 - Activity Stations
 - BBQ Pits
 - Restroom Building
 - Stairs
 - Garden Walls
 - Electrical

AREA 3
 BCVWD Lease Property
 Existing Improvements located on
 BCVWD Lease Property



- | | |
|---|---|
| <p>① <u>Main Camping Area</u></p> <ul style="list-style-type: none"> -Vehicular Gates -Fencing -Pedestrian Entry -Horse Entry/Trail -Roads | <p>⑤ <u>Camping Parking Lot</u></p> <ul style="list-style-type: none"> -Parking Lot -Signage -Amenities -Bollards |
| <p>② <u>Secondary Camping Area</u></p> <ul style="list-style-type: none"> -Picnic Tables -Fire Pits -BBQ Pits -Campsites | |
| <p>③ <u>Creekside Camping</u></p> <ul style="list-style-type: none"> -Picnic Tables -Fire Pits -BBQ Pits -Campsites | |
| <p>④ <u>Restroom</u></p> <ul style="list-style-type: none"> -Restroom Building -Amenities -Garden Walls -Activity Station | |

AREA 4
BCVWD Lease Property
Existing Improvements located on
BCVWD Lease Property



- 1 Main Equestrian Camping Area
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Dirt Roads
 - Outhouses
- 2 Group Camping Site
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Roads
 - Fire Pit
 - Outhouses
- 3 Equestrian Trail sites
 - Vehicular Gates
 - Fencing
 - Pedestrian Entry
 - Horse Entry/Trail
 - Dirt Roads

Review of the Existing Facilities

The park is in fair condition, though there are a number of issues that need to be addressed; none are major or disabling as a rural rustic park. It should be pointed out that the roadways and parking areas that are constructed in asphalt will need to be resurfaced in some areas and rebuilt in a majority of the areas. The issue of erosion is pervasive throughout the parking, trails and pond areas. Measures should be taken to reduce the impact of this occurrence. The examples range from nuisance conditions such as silt on the asphalt roads and parking to collapsed trails and silt draining in to the pond. This report addresses these issues in broad strokes, however an action plan should be developed to tackle individual problem areas in detail with very specific solutions.



Stone on wall in need of repair/
replacement.



Access gate in need of repair.



Vehicular gate in need of repair.



Example of the pavement and curb with
erosion control repairs that are required.



Typical impact from trail erosion.



Stone wall eroding with soil in need of repair or replacement.



Example of the damage done to asphalt parking lot/curbs from adjacent trees, this will need to be rebuilt.



In need of sanding and a fresh coat of paint.



The base of the landing requires fill soil.



This fire pit is in need of repairs to the outside ring.



An example of extreme trail erosion.



A more typical example of trail erosion.



Erosion into the pond.



An example of extreme trail erosion.



An example of a typical '3' picnic table.



A restroom in good condition.



A picnic table in need of repair.



A picnic table and water fountain that are in acceptable condition.



Light erosion and sediment deposition on a roadway.



Severe erosion conditions on the edge of a parking lot/curb.



Sediment filled irrigation control box.



Erosion surrounding a parking lot in need of repair.



Cobble stairs in good condition, but sediment/erosion issues on the road below.



Erosion/drainage issues along the dirt roads.



Erosion/drainage issues along the dirt roads.



Erosion around the base of a barbecue pit.

Beaumont-Cherry Valley Water District

Background

In March of 1919, the Beaumont Irrigation District was formed under the Wright Act of 1897. In the early 1970's, for political reasons, the district changed its name to the Beaumont-Cherry Valley Water District (BCVWD). However, the district today is still the original irrigation district. The district is governed by a 5-member Board of Directors. The 1999/2000 budget is \$1,902,000. The BCVWD is debt free.

Findings

1. Following the December 6, 1999, board meeting, five senior employees resigned. Additionally, three senior supervisory employees were laid off in February 2000, due to a reorganization.
2. In February 1998, an inspection of the Upper Edgar Reservoir revealed that the 500,000-gallon water tank had not been inspected, properly maintained, or cleaned in many years. There were dead rodents, leaves, pine needles, and other debris detected. Also, there was an oily film floating on the surface of the water. Following cleaning, the inspection/cleaning team suggested that the reservoir be inspected again in 2001.
3. The Board of Directors passed a budget measure in the summer of 1999 allowing for the construction of a new 1.2 million-gallon reservoir. In December 1999, or early January 2000, the board rescinded the previous approval of the 1.2 million-gallon tank and approved a smaller 750 thousand gallon tank. A larger tank is necessary in order to allow for both growth and fire fighting within the Edgar Canyon.
4. At the present time, there are both an 8-inch and a 3-inch water line running directly under two homes within the district which is in violation of State Codes and County Ordinances. There have been breaks in the water lines in the yards of both homes. This is a potentially dangerous situation, since the water lines are over twenty years old and could break at anytime.
5. Funds have been used indiscriminately to cover obligations. There are no reserves or operating budget on the books, meaning that there is basically only a General Fund.
6. On January 15, 2000, a proposed operating budget for the year 2000, with projected income of \$2,408,000 and operating expenses of \$1,902,000, was approved.

Recommendations to:

The Beaumont-Cherry Valley Water District Board of Directors

1. Conduct an independent study to ensure that the staffing level meets the district's needs.

2. Re-inspect the Upper Edgar Reservoir in February 2001.
3. Inspect all reservoirs on a five-year rotational basis, and clean if necessary, in accordance with the California Water Code.
4. Reconsider the construction of the 1.2 million-gallon reservoir in the Upper Edgar Canyon.
5. Immediately reroute the 8-inch and 3-inch water lines to comply with State Codes and County Ordinances.
6. Conduct an independent audit to establish and correct reserves applicable to different funds.

CONSENT OF DISTRICT

District hereby consents to the above Assignment and to the agreement by Assignee to assume all the rights, benefits, duties and responsibilities and obligations as set forth in the Lease, and release Assignors from all duties and obligations under the Lease. District acknowledges Assignee as the new party to the Lease to be operative upon the Effective Date of this Assignment and the full execution of the Third Amendment to Bogart Park Lease attached hereto as Exhibit “F”.

Beaumont-Cherry Valley Water District

By: _____ Dated: _____
John Covington
Board President

**THIRD AMENDMENT TO
BOGART PARK LEASE
(Terms and Conditions Eleventh and Twelfth)**

The parties hereto have previously made and entered into a lease of certain real property situated generally in the County of Riverside, State of California, known as Bogart Park. The Beaumont-Cherry Valley Water District, an irrigation district duly organized and existing under provisions of an act of the Legislature of the State of California is the Lessor in said Lease and the County of Riverside, a political subdivision of the State of California ("County") is Lessee thereunder.

County intends to enter into an "Assignment and Assumption Agreement" with the Beaumont-Cherry Valley Recreation and Parks District ("BCVRPD") whereby BCVRPD assumes and discharges the rights, benefits, duties and responsibilities of Lessee under the Bogart Park Lease. Further, County and BCVRPD are considering a further and permanent transfer of County's Lessee position under that lease pursuant to a Donation Agreement. Accordingly, the Bogart Park Lease, as previously twice amended is further amended to add the following provisions to the Bogart Park Lease to supersede any inconsistent provisions of the Bogart Park Lease and to be effective so long as the BCVRPD has the authority and is required to discharge the rights, benefits, duties, and responsibilities of the Lessee under the Bogart Park Lease:

ELEVENTH

11.1 Insurance: Without limiting or diminishing the BCVRPD's obligation to indemnify or hold Lessor harmless as set forth in section 12.1, BCVRPD shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

(a) Workers' Compensation: If the BCVRPD has employees as defined by the State of California, the BCVRPD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of Lessor, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which

may arise from or out of BCVRPD's performance of its obligations hereunder. Policy shall name Lessor and its directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then BCVRPD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name Lessor and its directors, officers, Board of Directors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(d) General Insurance Provisions - All lines:

(1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A:VIII (A:8) unless such requirements are waived, in writing, by the Lessor's Board of Directors or General Manager. If Lessor waives a requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

(2) The BCVRPD's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of Lessor's Board of Directors or General Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to Lessor, and at the election of Lessor, BCVRPD's carriers shall either 1) reduce or eliminate such self-insured retention as respects this Agreement with Lessor, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

(3) BCVRPD shall cause BCVRPD's insurance carrier(s) to furnish Lessor with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by Lessor's General Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written

notice shall be given to Lessor prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless Lessor receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. BCVRPD shall not commence operations until Lessor has been furnished original Certificate(s) of Insurance and certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the Parties hereto that the BCVRPD's insurance shall be construed as primary insurance, and Lessor's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the permitted use, Lessor reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if in the Lessor's General Manager's reasonable judgment, the amount or type of insurance carried by the BCVRPD has become inadequate.

6) BCVRPD shall pass down the insurance obligations contained herein to all tiers of BCVRPD's vendors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to Lessor.

8) BCVRPD shall notify Lessor of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement within ten (10) days of receipt of notice thereof.

TWELFTH

12.1 Indemnification by BCVRPD. BCVRPD shall defend, indemnify, and hold Lessor harmless from, and reimburse Lessor for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by BCVRPD or any third party of the Property or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the

breach of this Agreement or violation of applicable laws by Lessor or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, BCVRPD shall defend, indemnify, and hold Lessor harmless from any breach or default in the performance of any obligation to be performed by BCVRPD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of BCVRPD, or any officer, agent, employee, guest, or invitee of BCVRPD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, Lessor or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective of this Agreement.

12.2 Lessor's Duties: In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, Lessor shall notify BCVRPD in writing promptly and, if such event involves the claim of any third person, BCVRPD shall assume all expenses with respect to, the defense, settlement, adjustment, or compromise of any claim, provided that Lessor may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and BCVRPD shall obtain the prior written approval of Lessor, which shall not be unreasonably withheld before entering into any settlement, adjustment or compromise of such claim. BCVRPD shall reimburse Lessor or any third party (including officers, directors, and employees of Lessor) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

12.3 Survival of Indemnification Requirements: All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

Dated: _____ BEAUMONT-CHERRY VALLEY WATER DISTRICT

Attest: _____ By: _____

Dated: _____ BEAUMONT-CHERRY VALLEY RECREATION
AND PARKS DISTRICT

Attest: _____ By: _____



**Beaumont-Cherry Valley Water District
Regular Board Meeting
November 14, 2018**

Item 4

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: Review and Consideration of the East Branch Extension Noble Creek Turnout Upgrade Bid Results and Authorization to Proceed

Staff Recommendation

Review and consideration of East Branch Extension Noble Creek Turnout Upgrade Bid Results and Consider the following options for proceeding:

- Option 1: Authorization for the SGPWA to proceed with construction and engineering support services at a cost not to exceed \$527,640 and authorize an additional BCVWD contingency reserve of \$52,764 for a total not to exceed amount of \$580,404.
- Option 2: Request that the SGPWA reject all bids and re-bid project during a more favorable construction climate when effects of market supplies are better understood.

Background

The San Geronio Pass Water Agency advertised the construction project for the East Branch Extension Noble Creek Turnout Upgrade from 20 CFS to 34 CFS in October 2018 and on October 31, 2018, six proposals were received and opened. The bids results are set forth in Table 1 below.

**Table 1
EAST BRANCH EXTENSION NOBLE CREEK TURNOUT UPGRADE BID RESULTS**

CONTRACTOR	TOTAL BID
ProCraft Construction (Apparent Low Bidder)	\$433,000
TE Roberts Inc.	\$467,550
Elco Contractors	\$509,000
Gwenco Construction Engineering	\$526,000
NorStar Plumbing & Engineering	\$550,000
TK Construction	\$578,000

The bidding results received by the SGPWA were higher than either the SGPWA or District Staff anticipated. In fact, bids received were more than double the original preliminary costs estimate prepared by the SGPWA's consultant of \$162,000 (\$243,000 with estimated design and project contingencies), as well as much greater than the District staff construction cost estimate of \$330,000 (with 10% contingency) provided by District Staff at the October 25, 2018 Engineering Workshop. The District's \$330,000 cost also included additional engineering and other soft cost of \$96,640, for a total estimated project cost of \$424,640.



At this point if the project were to move forward, District Staff anticipates the total project cost would be as set forth in Table 2, hereafter.

**TABLE 2
REVISED CONSTRUCTION, ENGINEERING, AND CONSTRUCTION COSTS
FOR PROPOSED NOBLE CREEK EBX TURNOUT UPGRADES**

ITEM	DESCRIPTION	ESTIMATED COST
1	Project Construction Cost	\$433,000
	Subtotal Construction	\$433,000
3	Previously Completed SGPWA Eng. And Legal	\$35,640
4	Ongoing Estimated SGPWA Eng. Costs	\$43,500
5	Ongoing Estimated SGPW DWR and Legal Costs	\$10,500
6	Ongoing BCVWD Legal and Admin. Costs	\$5,000
	Subtotal Engineering and Other Costs	\$94,640
	Total Project Construction and Engineering Cost	\$527,640
	Construction Contingency (10%)	\$43,300
	Engineering and Other Cost Contingency (10%)	\$9,464
	Total Project Contingencies (10%)	\$52,764
	Total Project Construction and Contingencies (10%)	\$580,404

The SGPWA's General Manager, Jeff Davis informed District Staff that during the SGPWA's discussion with Bidders, it was identified that the bids for the facilities construction were higher than they might otherwise be due to the uncertainty of the materials and equipment supply market and the inability of those bidders to secure fixed pricing for materials of construction for greater than a two week period. Mr. Davis also informed Staff that Bidders identified bid prices were further affected adversely by the uncertainty of costs of supplies which may be affected by tariffs imposed on steel materials.

While it is important that the District move forward with the 20 CFS to 34 CFS upgrades to the Noble Creek turnout in the near future in order to maximize the opportunity to provide water to BCVWD and its rate payers, it is also important that the Board discuss and consider if the bids received reasonably reflect the cost associated with the facilities upgrades or if said upgrades are artificially inflated due to market uncertainty.



To that point, District Staff also requested the SGPWA's Mountain View Turnout bid results so District Staff could review cost for a similar facility (bid earlier this year) in conjunction with the recently received bids with the Board as we make the decision on how to proceed. The SGPWA's Mountain View EBX Construction Project bid results are attached for reference.

While this facility upgrade is necessary for future drought proofing activities through conjunctive use of the Beaumont Groundwater Basin, an important item to consider while moving forward is that the SGPWA is in the process of finalizing construction of their adjacent Fiesta Recharge Facilities and associated Mountain View Turnout. Once constructed, the SGPWA will have the ability to provide additional recharge capacity that was not available when the District Noble Creek Turnout Upgrade project began in 2016.

To understand the importance in completing the proposed turnout upgrades, between the date of October 17, 2016 when the Technical Memorandum was received by the District from the SGPWA and October 16, 2018, the District has lost the opportunity for recharge at the higher flow rate for approximately 730 days. Based on the District's desired 14 CFS flow rate increase (20 CFS to 34 CFS) this lost opportunity equates to a recharge capacity loss of approximately 9,290 acre feet of water annually.

Further project history was reviewed by District Staff at the October 25, 2018 BCVWD Engineering Workshop and copies of that Staff Report will be available at the Board Meeting for reference as necessary.

Fiscal Impact:

The fiscal impact to the District associated with this work will be paid for by Facilities Fees collected for new development.

Attachments

1. SGPWA EBX Noble Upgrade- (BCVWD) Bid Results from Apparent Low Bidder (ProCraft Construction)
2. Approved for Construction Drawings – Noble Creek EBX Upgrades September 2018
3. SGPWA EBX Mountain View Turnout Bid Results (ProCraft Construction)

Prepared by Dan Jaggars, General Manager/Erica Gonzales, Administrative Assistant

BID FORM

NAME OF BIDDER: Pro-Craft Construction, Inc.

The undersigned Bidder hereby declares that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Work:

CONSTRUCTION OF

NOBLE CREEK EBX UPGRADES

and all appurtenances therefor, in strict conformance with the Contract Documents and the Plans and Specifications prepared by the Engineer/Architect, for the price(s) shown on the following pages. The total price for each Bid Schedule stated in this Proposal for all Bid Items is based on the estimated quantities indicated in the Plans and Specifications, and shall include all items necessary to complete the Work.

BID SCHEDULE

CONSTRUCTION OF

NOBLE CREEK EBX UPGRADES

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
1.	Initial Mobilization, Bonds, Insurance, Project Management, and Demobilization	Lump Sum	1	\$ <u>13,000.⁰⁰</u>	\$ <u>13,000.⁰⁰</u>
2.	Furnish traffic control including preparing and submitting all traffic control plans, installing any signs, delineators, arrow boards, and flagmen	Lump Sum	1	\$ <u>5,000.⁰⁰</u>	\$ <u>5,000.⁰⁰</u>
3.	Prepare and file necessary permit registration documents to the State Water Resources Control Board including a Stormwater Pollution Prevention Plan (SWPPP).	Lump Sum	1	\$ <u>4,500.⁰⁰</u>	\$ <u>4,500.⁰⁰</u>

BID SCHEDULE

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
4.	Demolish, remove, salvage, and protect-in-place various materials, equipment and systems, as shown on the Drawings; complete job in place.	Lump Sum	1	\$ <u>45,000.⁰⁰</u>	\$ <u>45,000.⁰⁰</u>
5.	Furnish and install all 30-inch PVC piping including valves, fittings, restraints, and all related appurtenances (NOT associated with the Meter and Flow Control facilities), as shown on the Drawings; complete job in place.	Lump Sum	1	\$ <u>130,000.⁰⁰</u>	\$ <u>130,000.⁰⁰</u>
6.	Furnish and install the Meter and Flow Control facilities including vault structures, 24-inch DI Piping, valves, fittings and restraints, and all associated appurtenances as shown on the Drawings; complete job in place.	Each	2	\$ <u>112,000.⁰⁰</u>	\$ <u>224,000.⁰⁰</u>
7.	Reinstall and reconnect all Electrical and Control System conduits and conductors, as shown on the Drawings; complete job in place.	Lump Sum	1	\$ <u>6,000.⁰⁰</u>	\$ <u>6,000.⁰⁰</u>
8.	Repair and restore roadway per Riverside County Transportation Department permit requirements and Special Provision (any work in County right-of-way and associated with EBX vault in Orchard Street).	Lump Sum	1	\$ <u>5,500.⁰⁰</u>	\$ <u>5,500.⁰⁰</u>

Bidders must provide pricing for every bid item.

BID SCHEDULE

BASE BID PRICE (BASED ON BID SCHEDULE TOTAL OF UNIT PRICES):

\$ 433,000.⁰⁰
Total Bid Price in Numbers

FOUR HUNDRED THIRTY THREE THOUSAND DOLLARS
Base Bid Price in Written Form

The estimated quantities for unit price items are for bidding purposes only and the Agency makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the item cost set forth for a unit price item, the item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, the Agency may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by the Agency from measured quantities of work performed.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the Agency which cannot be withdrawn for the number of calendar days stated in the Notice Inviting Bids from the bid opening, or until a Contract for the Work is fully executed by the Agency and a third party, whichever is earlier.

BID SCHEDULE

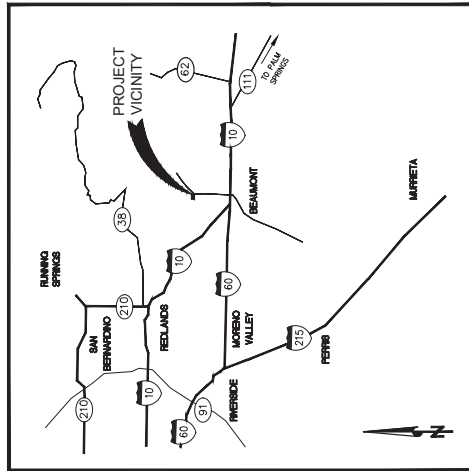
SAN GORGONIO PASS WATER AGENCY NOBLE CREEK EBX UPGRADES SEPTEMBER 2018



LIST OF DRAWINGS

SHEET	DWG NO.	TITLE
1	T-1	GENERAL TITLE SHEET
2	D-1	DEMOLITION DEMOLITION PLAN
3	C-1	CIVIL CONSTRUCTION PLAN
4	C-2	PROFILE & DNR NOTES

REFERENCE - 2009 RECORD DRAWINGS
SITE PLAN DWG C-2; SHEET 3 OF 10
P.L.O. PLAN DWG E-1; SHEET 5 OF 10
ELEC. PLAN DWG E-2; SHEET 5 OF 10
ELEC. DETAILS DWG E-3; SHEET 6 OF 10



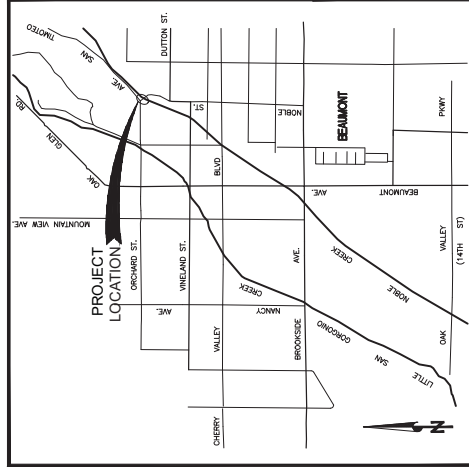
VICINITY MAP
NOT TO SCALE

BOARD OF DIRECTORS

DAVID FENN	PRESIDENT (AT LARGE No.2)
RON DUNCAN	VICE PRESIDENT (DIVISION 1)
LEONARD STEPHENSON	TREASURER (DIVISION 5)
DR. BLAIR BALL	DIRECTOR (DIVISION 4)
DAVID CASTALDO	DIRECTOR (AT LARGE No.1)
STEVE LEHTONEN	DIRECTOR (DIVISION 3)
MIKE THOMPSON	DIRECTOR (DIVISION 2)

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS PROJECT IS THE CENTERLINE OF NOBLE STREET TAKEN AS NORTH 39°03'06" WEST (NO REFERENCE).



LOCATION MAP
NOT TO SCALE



JEFFREY W. DAVIS, PE
SAN GORGONIO PASS WATER AGENCY
GENERAL MANAGER / CHIEF ENGINEER
08/21/18
DATE

BENCHMARK:

CITY OF BEAUMONT BENCHMARK NO. 05A.B2 (1982)
BRASS CAP STAMPED "CITY E.M. 5" IN TOP OF CURB AT THE S.E. CORNER OF BEAUMONT AVENUE AND 14TH STREET (NOW OAK VALLEY PARKWAY), 59 FEET SLY AND 33 FEET ELY OF CENTERLINE INTERSECTION, AND 2 FEET SLY OF B.C.E.
ELEVATION: 2631.267 (NGVD29)

REV	DATE	REVISION	APPROV'D

1861 W. Redlands Blvd., Bldg 7B
Redlands, CA 92373
Tel: (909) 890-0955
F: (909) 890-0955

ENSC
Engineering Resources of Southern California

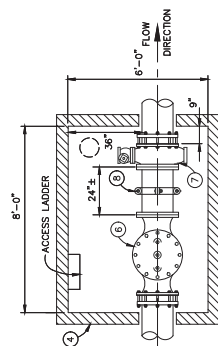
BY: *Carl J. Smith*
DATE: AUGUST 21, 2018

SAN GORGONIO PASS WATER AGENCY
1210 Beaumont Ave.
Beaumont, CA 92223
Phone (951) 845-2577
Fax (951) 845-0281

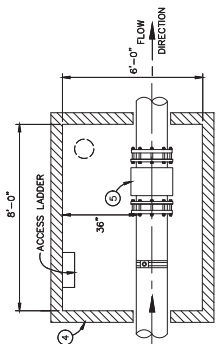
SAN GORGONIO PASS WATER AGENCY
NOBLE CREEK EBX UPGRADES
TITLE SHEET
DRAWING NO. T-1
SHEET 1
OF 4 SHEETS

ABBREVIATIONS / ACRONYMS

ABANDON	ABANDON
APN	ASSESSOR PARCEL NUMBER
BCVWD	BEAUMONT-CHERRY VALLEY WATER DISTRICT
BLD	BLIND
CPL	COUPLING
DN	DOWN
DWR	DEPARTMENT OF WATER RESOURCES (CALIFORNIA)
EBX	EAST BRANCH EXTENSION (STATE WATER PROJECT)
ECC	ECCENTRIC
EX	EXISTING
FLG	FLANGE
HDPE	HIGH DENSITY POLYETHYLENE
HPI	HORIZONTAL POINT OF INFLECTION
MH	MANHOLE
NCV	NORMALLY CLOSED VALVE
OH	OVERHEAD
R	PROPERTY LINE
POC	POINT OF CONNECTION
PP	POWER POLE
RS	RECORD OF SURVEY (MAP)
R/W	RIGHT-OF-WAY
SOPWA	SAN GORGONIO PASS WATER AGENCY
TYP	TYPICAL
VPI	VERTICAL POINT OF INFLECTION
WS	WATER SERVICE



FCV VAULT DETAIL A
SCALE: 3/8"=1'-0"



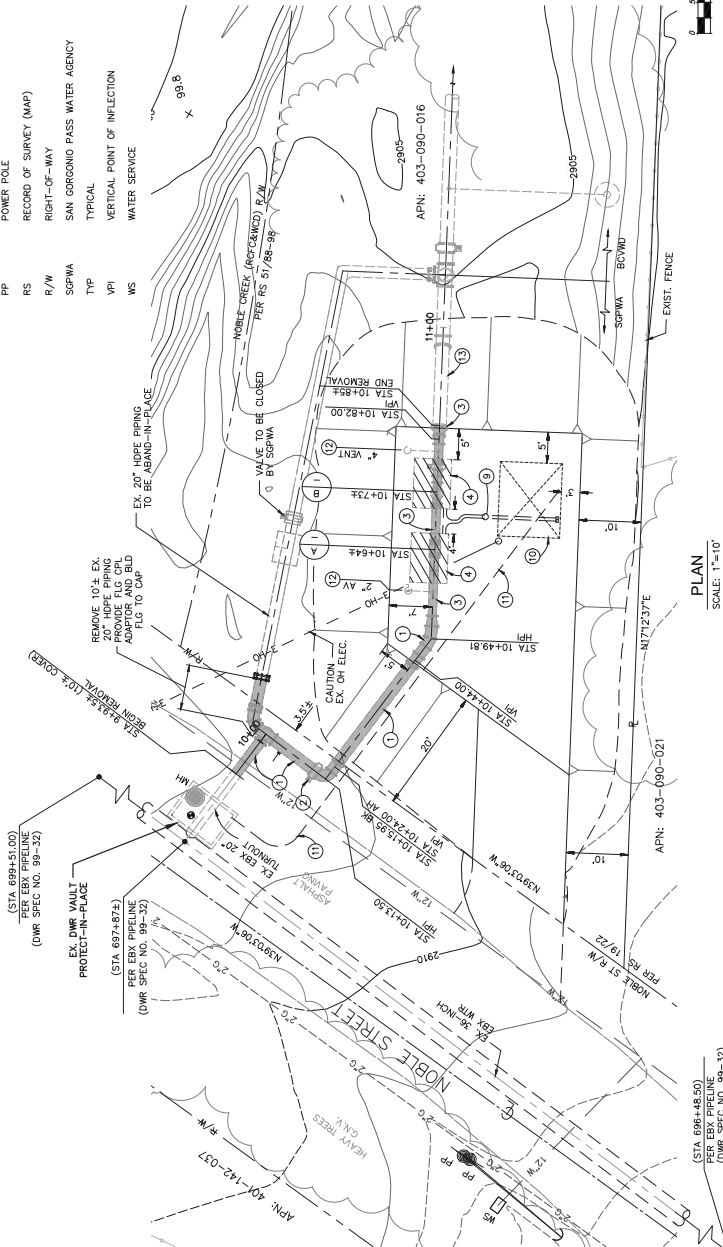
FCV VAULT DETAIL B
SCALE: 3/8"=1'-0"

DEMOLITION NOTES:

1. REMOVE & DISPOSE OF 20" C-905 PVC PIPE & ASSOCIATED FITTINGS.
2. REMOVE & SALVAGE 20" FLG BUTTERFLY VALVE.
3. REMOVE & DISPOSE OF 16" C-905 PVC PIPE & ASSOCIATED FITTINGS.
4. REMOVE & SALVAGE 8"x6"x6" CONCRETE VAULT & HATCH.
5. REMOVE & SALVAGE 16" MAGNETIC FLOW METER.
6. REMOVE & SALVAGE 16" CL-A-VAL FLOW CONTROL VALVE.
7. REMOVE & SALVAGE 16" FLG BUTTERFLY VALVE.
8. REMOVE & SALVAGE FLG D.I. SPOOL & VICTAULIC COUPLING.
9. PULL CONDUCTORS BACK TO PANEL AND REMOVE NECESSARY SECTIONS OF EXISTING CONDUIT.
10. PROTECT-IN-PLACE EXISTING CONTROL BUILDING.
11. PROTECT-IN-PLACE EXISTING BURIED FIBER OPTIC SYSTEM (TWO-Z' CONDUIT W/ CABLES).
12. REMOVE & SALVAGE NOTED APPURTENANCE.
13. PROTECT-IN-PLACE EXISTING 24" C-905 PVC PIPING.

NOTE:

1. PIPE & FITTINGS BETWEEN STA 9+93.54 (BEGIN REMOVAL) AND THE EXISTING 24" C-905 PVC PIPING SHALL BE DEMOLISHED & SLURRY. REMOVE AND DISPOSE OF AS REQUIRED FOR NEW WORK.



SAN GORGONIO PASS WATER AGENCY

SAN GORGONIO PASS WATER AGENCY

BY: *[Signature]*

DATE: AUGUST 21, 2018

1861 W. Redlands Blvd, Bldg 7B
Redlands, CA 92373
F: (909) 880-0995

DESIGN BY: ETH
DRAWN BY: MWP
CHECKED BY: ETH
DATE: 8/2018

REVISION

APPROVED

DATE

REVISION

DATE

REVISION

DATE

REVISION

DATE

REVISION

NOBLE CREEK EBX UPGRADES
DEMOLITION PLAN

D-1

2

OF 4 SHEETS

FILE NO.

DRAWING NO.

SHEET:

2

OF 4 SHEETS

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DRAWING NO.

SHEET:

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A SEVEN (7) DAY ADVANCE NOTIFICATION IS REQUIRED PRIOR TO STARTING WORK WITHIN DEPARTMENT OF WATER RESOURCES RIGHT OF WAY. CONTACT THE DEPARTMENT OF WATER RESOURCES, DIVISION OF ENGINEERING, ENCROACHMENT PERMIT SECTION, SACRAMENTO, CALIFORNIA AT (800) 600-4397. THE APPROPRIATE DWR FIELD DIVISION SHALL BE SIMULTANEOUSLY NOTIFIED AT (651) 944-8500.

2. EXCEPT AS OTHERWISE PROVIDED HEREIN, MEASURES SHALL BE TAKEN BY THE CONTRACTOR TO PROTECT IN PLACE, ALL STATE WATER PROJECT FACILITIES AND UTILITIES, INCLUDING BUT NOT LIMITED TO, POWER LINES, TELEPHONE LINES, CABLES AND CATHODIC PROTECTION SYSTEMS, THE PERMITS, AND CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE AGENCIES AND LOCAL GOVERNMENTS FOR ANY DAMAGE TO SWP FACILITIES AND APPURTENANCES AS A RESULT OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMEDIATION BY DNR OR ITS WATER CONTRACTORS, INCLUDING POWER, REGULATION, MUNICIPAL AND INDUSTRIAL WATER SUPPLY, AND COMMUNICATION LOSSES.
3. ALL TRENCH EXCAVATION SHALL COMPLY WITH THE MOST CURRENT OCCUPATIONAL SAFETY AND HEALTH REGULATIONS. EXCAVATION DEPTHS GREATER THAN 6 FEET SHALL BE PLACED IN NO GREATER THAN 4-INCH LIFTS IF HAND COMPACTED OR NO GREATER THAN 8-INCH LIFTS IF POWER COMPACTED. TRENCH BACKFILL WITHIN DEPARTMENT OF WATER RESOURCES DIVISION SHALL BE COMPACTED TO 95 PERCENT RELATIVE COMPACTION (ASTM D1557).
4. COMMUNICATION AND CONTROL CABLES CONNECTED WITH THE OPERATION OF THE STATE WATER PROJECT ARE BURIED ALONG EITHER OR BOTH SIDES OF THE ADJACENT/ADJOINING PROPERTY. ANY CABLES THAT CROSS UNDER OR OVER ANY EXCAVATION IN THIS AREA, THE CABLE(S) SHALL BE LOCATED AND EXPOSED BY POT-HOLING IN THE PRESENCE OF A DEPARTMENT OF WATER RESOURCES FIELD DIVISION REPRESENTATIVE CALL SOUTHERN FIELD DIVISION (601) 944-8500 AT LEAST SEVEN (7) FEET BEFORE ANY EXCAVATION IS MADE. THE CABLE(S) SHALL BE DONE USING HAND-HELD TAPPING

[illegible]

ERSI INC.
Engineering Resources of Southern California

1861 W. Redlands Blvd, Bldg 78
Redlands, Ca. 92373
P: (909) 890-1255
F: (909) 890-0995



BY: Paul S. Hensel

DATE: AUGUST 21, 2018

**SAN GORGONIO PASS
WATER AGENCY**

1210 Beaumont Ave.
Beaumont, CA. 92223
Phone (951) 845-2577
Fax (951) 845-0281

SAN GORGONIO PASS WATER AGENCY
Serving the San Geronimo Area

N GORGONIO PASS WATER AGENCY
NOBLE CREEK EBX UPGRADES
PROFILE & DWR NOTES

DRAWING NO.	C-2	SHEET:	4
FILE NO.		OF 4 SHEETS	

A. BID SCHEDULE

BID SCHEDULE I - MOUNTAIN VIEW EBX CONNECTION

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
101.	Initial Mobilization, Bonds, Insurance, Project Management, and Demobilization	Lump Sum	1	\$ <u>20,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
102.	Furnish traffic control including preparing and submitting all traffic control plans, installing all signs (including 2 public information signs), delineators, arrow boards, and flagmen	Lump Sum	1	\$ <u>7,500.⁰⁰</u>	\$ <u>7,500.⁰⁰</u>
103.	Prepare and file necessary permit registration documents to the State Water Resources Control Board including preparing a Stormwater Pollution Prevention Plan (SWPPP)	Lump Sum	1	\$ <u>20,000.⁰⁰</u>	\$ <u>20,000.⁰⁰</u>
104.	Perform the specified grading and site work including all clearing and grubbing, as shown on the Drawings, including fencing, any remedial work and material import; complete job in place	Lump Sum	1	\$ <u>82,000.⁰⁰</u>	\$ <u>82,000.⁰⁰</u>
105.	Furnish and install all pressure piping systems including valves, fittings, restraints, all related appurtenances, and connections (NOT associated with the Meter and Flow Control facilities), as shown on the Drawings; complete job in place	Lump Sum	1	\$ <u>165,000.⁰⁰</u>	\$ <u>165,000.⁰⁰</u>
106.	Furnish and install Meter and Flow Control facilities including vault structures and all associated appurtenances as shown on the Drawings; complete job in place	Each	2	\$ <u>43,500.⁰⁰</u>	\$ <u>87,000.⁰⁰</u>
107.	Furnish and install all gravity drain systems including piping, catch basins, all related appurtenances, and connections to RCFC&WCD channel, as shown on the Drawings; complete job in place	Each	2	\$ <u>47,000.⁰⁰</u>	\$ <u>94,000.⁰⁰</u>
108.	Furnish and install drywell drain system and all related appurtenances,	Lump Sum	1	\$ <u>15,000.⁰⁰</u>	\$ <u>15,000.⁰⁰</u>

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
	as shown on the Drawings; complete job in place				
109.	Furnish and install Electrical, and Control System Equipment including all conduit, fiber optic cables, conductors, as shown on the Drawings, and off-loading and setting the Prefabricated Building and any coordination with Owner; complete job in place	Lump Sum	1	\$ <u>115,000.⁰⁰</u>	\$ <u>115,000.⁰⁰</u>
110.	Repair and restore roadway per RCTD permit requirements and Special Provision (any work in County right-of-way and associated with EBX vault in Orchard Street)	Lump Sum	1	\$ <u>5,500.⁰⁰</u>	\$ <u>5,500.⁰⁰</u>

Bidders must provide pricing for every bid item.

NET PRICE FOR BID SCHEDULE I (SUM OF BID ITEMS 101-110):

\$ 611,000.⁰⁰
Net Bid Schedule I Price in Numbers

SIX HUNDRED ELEVEN THOUSAND DOLLARS
Net Bid Schedule I Price in Written Form

BID SCHEDULE II

BEAUMONT AVENUE RECHARGE FACILITY BASINS

No.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM COST
201.	Initial Mobilization	Lump Sum	1	\$ <u>90,000.⁰⁰</u>	\$ <u>90,000.⁰⁰</u>
202.	Clearing and Miscellaneous Work	Lump Sum	1	\$ <u>40,000.⁰⁰</u>	\$ <u>40,000.⁰⁰</u>
203.	Water Pollution Control	Lump Sum	1	\$ <u>65,000.⁰⁰</u>	\$ <u>65,000.⁰⁰</u>



**Beaumont-Cherry Valley Water District
Regular Board Meeting
November 14, 2018**

Item 5

STAFF REPORT

TO: Board of Directors

FROM: Dan Jagers, General Manager

SUBJECT: **Consideration of a Request for Update of “Will Serve Letter” for Previously Approved Development – Tract 29267 (Riverside County Assessor’s Parcel No. 400-250-008 – a portion of Noble Creek Vistas Specific Plan) located in the City of Beaumont**

Staff Recommendation

Consider the request for update of “Will Serve Letter” for an existing ongoing development located between Oak Valley Parkway and Brookside Avenue and west of Beaumont Avenue, identified as **Tract 29267 (Riverside County Assessor’s Parcel No. 400-250-008)** within the City of Beaumont, subject to payment of all fees to the District and securing all approvals from the City of Beaumont and:

- A. Approve the request for update of “Will Serve Letter” for Water Service for a term of one year or;
- B. Deny the request for update of “Will Serve Letter” for Water Service

Background

The applicant, Noble Creek Meadows, LLC, has requested an update of “Will Serve Letter” for Tentative Tract Map (TTM) 29267 (Noble Creek Meadows) for specific project location and proposed configuration.

On October 11, 2017, the Board approved the request for an update of “Will Serve Letter” for Noble Creek Meadows (a portion of the Noble Creek Vistas Specific Plan).

The Applicant is currently moving forward with project development and has therefore requested an updated “Will Serve Letter” to confirm that water supply will be provided by the District.

The Project (TTM 29267) is located between Oak Valley Parkway and Brookside Avenue and west of Beaumont Avenue within the City of Beaumont, CA. This project is more specifically identified as Riverside County Assessor’s Parcel No. (APN) 400-250-008 and as shown on TTM 29267 Revision No. 1 (attached).

The District issued a “Will Serve Letter” for the Noble Creek Specific Plan Project on April 30, 1999 (attached for reference). The District’s original “Will Serve Letter” for the Noble Creek’s Specific Plan and the subsequent Plan of Service prepared by the District for the Noble Creek Vistas project dated December 12, 2002 which included three (3) separate developments (Tentative Tracts) identified as follows:



Tentative Tract Map No.	Number of Residential Lots Originally Proposed	Current Number of Residential Lots Anticipated
28988	201	No Development (Proposed SGPWA Recharge Basins)
29267	333	274
29522	298	298 (Estimated)
Total Lots	832	572 (Estimated)

TTM 29267 (Noble Creek Meadows) was part of the larger specific plan (Noble Creek Vistas Specific Plan [NCVSP]) which was approved by the City of Beaumont in 2005. The original project scope of the approved Specific Plan has changed since the initial approval. Specifically, the land proposed for TTM 28988 (the Fiesta Development Company portion of the original project) was purchased by the San Geronio Pass Water Agency for groundwater recharge and will no longer be developed as residential. This purchase results in a reduction of approved single family homes related to the overall Specific Plan.

The District prepared a "Plan of Service" for Noble Creek Vistas in December 2002, originally envisioning 965 residential units, 20 acres of middle school and 50 acres of open space for the entire project area (three tracts). The NCVSP has been reduced in size, and is currently listed as 648 units (demand inclusive of parks and landscaping) in the District's 2013 Urban Water Management Plan update, which is still current.

During the project development process, the Noble Creek Vistas Specific Plan Environmental Impact Report was challenged in court and as part of the "Settlement Agreement" with Cherry Valley Pass Acres and Neighbors and the Cherry Valley Environmental Planning Group, the project developers were required to provide 15 acres of land along and adjacent to Noble Creek in the vicinity of the project to the City of Beaumont with the intent that the District would use the area as spreading grounds.

The developer shall work cooperatively with the District to ensure flood and erosion protection needed for the development functions effectively with the future planned District water spreading operations.

Finally, TTM 29267 is within the District's Service Area Boundary and was included in an annexation of a larger set of land parcels related to the Noble Creek Vistas Specific Plan that were annexed into the District's Service Area Boundary under LAFCO Annexation 2005-51-5 in 2007.

Since the original project was previously provided a "Will Serve Letter" from the District, the project site was annexed into the District's Service Area Boundary, District engineering and plan check fees were paid by the Developer, and land was provided to the City for District use as spreading areas (recharge areas), TTM 29267 appears to qualify for exemption from prohibition of issuance of an updated "Will Serve Letter" under Resolution 2014-05 Item 2 (b) (attached for reference).

Upon Board approval of the updated "Will Serve Letter," District staff will commence updating the existing project Plan of Service to provide for revised project development conditions and required District facilities necessary to support the proposed project development. The Applicant will be required to complete final plan preparation in accordance with the updated Plan of Service,



current District standards in accordance with the current Noble Creek Vistas Specific Plan requirements, payment of all District fees, and securing all final approvals from the District and the City of Beaumont.

The requested "Will Serve Letter" update will require domestic (potable) water service and non-potable (recycled) water service as part of the development. However, the Applicant will need to secure the final project approvals from the District and the City of Beaumont for the project development area prior to construction.

Conditions:

Prior to final project development the following conditions must be met:

1. The Applicant shall enter into a water facilities extension agreement and pay all fees associated with the domestic and non-potable water services for the proposed development. The Applicant shall also pay all fees related to extension of facilities and fire service facilities including any facilities improvements that may be necessary to meet property service requirements and/or the City of Beaumont fire protection conditions and/or fire flow requirements.
2. The Applicant shall pay front footage fees along all property frontages where facilities are currently installed.
3. The Applicant shall connect to the recycled water system for irrigation supply. To minimize the use of potable water, the District requires the applicant conform to the City of Beaumont Landscaping Ordinances and Zoning Requirements and/or County of Riverside Landscaping Ordinances (as applicable) which pertain to water efficient landscape requirements and the following:
 - a. Landscaped areas which have turf shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall and automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
 - b. Landscaping in non-turf areas should be drought tolerant consisting of planting materials. Irrigation systems for these areas should be drip or bubbler type.
4. The Applicant shall prepare plans in accordance with District Standards showing all required domestic water system and non-potable water system improvements. Said plans shall be approved by the District prior to construction.
5. The Applicant shall conform to all District requirements and all City of Beaumont requirements.



Fiscal Impact:

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

Attachments:

April 30, 1999 Will Serve Letter
July 12, 2017 Staff Report
Tentative Tract Map 29267 – Revision No. 1
Resolution 2014-05

Prepared by Aaron Walker

T.12

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DIRECTORS

Gary McKenzie

President

Dave Andrews

Vice President

William Hurlbirt

David L. Sumner

Joseph Voigt

P.O. Box 2037

560 Magnolia Avenue

Beaumont, California 92223-2258

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OFFICERS

Jo Ellen Seick

Secretary of the Board

Dave L. Sumner

Treasurer

J.C. Reichenberger

Parsons Engineering Science

Engineer

Jeffry Ferre

General Counsel

April 30, 1999

Mr. Jon Petke
The Planning Associates
3151 Airway Avenue, Suite R-1
Costa Mesa CA 92626

Dear Mr. Petke:

At the April 28, 1999, Special Meeting of the Board of Directors of the Beaumont-Cherry Valley Water District the request for a letter of intent to provide water service to the Noble Creek Specific Plan was considered and approved. Water service will be provided after completion of annexation proceedings with the Local Agency Formation Commission, execution of an annexation agreement and execution of a facilities construction agreement. Water service will be provided to the project property subject to all District rules and regulations as they are now written and any future amendments to said rules and regulations. Service will also be subject to all requirements of the Board of Directors, District Engineer, and/or General Manager and suitable financial arrangements being satisfied.

Thank you, Mr. Petke, for the presentation you made to the Board of Directors. As we have discussed, the District's Engineer will begin analyses of the project's water demands. The engineering deposit required to be posted at this time is \$5,000. This deposit will be applied to preliminary administrative and engineering costs for the project. If more funds are required they will be requested by the District. Any funds remaining after the project is completed will be reimbursed.



**Beaumont-Cherry Valley Water District
Regular Board Meeting
October 11th, 2017**

DATE: October 4, 2017

TO: Board of Directors

FROM: Daniel K. Jagers, General Manager

SUBJECT: Consideration of Request for Second Update of "Will Serve Letter" for Previously Approved Development – Tentative Tract 29267 (Riverside County Assessor's Parcel No. 400-250-008) - a Portion of Noble Creek Vistas Specific Plan)

Recommendation:

Approve request for update of "Will Serve" letter for Tentative Tract Map (TTM) 29267 (Riverside County Assessor's Parcel No.'s 400-250-008) which is a portion of Noble Creek Vistas Specific Plan previously approved by the District.

Background:

Refer to the Applicant's (Noble Creek Meadows, LLC) attached request on September 13, 2017 for a second update of "Will Serve" letter for Noble Creeks Meadows (TTM 29267, Revision No. 1) and TTM 29267 for specific project location and proposed configuration.

In the applicant's request it was stated that the Board was presented the request for an update of "Will Serve" Letter on May 13, 2015.

The Applicant is currently moving forward with project development and has therefore requested an updated "Will Serve" letter to confirm water supply will be provided by the District.

The Project (TTM 29267) is located between Oak Valley Parkway and Brookside Avenue and west of Brookside Avenue within the City of Beaumont, CA. This project is more specifically identified as Riverside County Assessor's Parcel No. (APN) 400-250-008 and as shown on Tentative Tract Map (TTM) 29267 Revision No. 1 (attached).

The District issued a "Will Serve" letter for the Noble Creek Specific Plan Project on April 30, 1999 (attached for reference). The District's original "Will Serve" letter for the Noble Creek Specific Plan and subsequent District prepared Plan of Service for the Noble Creek Vistas Project dated December 12, 2002 included three (3) separate developments (Tentative Tracts) identified as follows:



Tentative Tract Map No.	Number of Residential Lots Proposed	Current Number of Residential Lots Anticipated
28988	201	No Development (Proposed SGPWA Recharge Basins)
29267	333	275
29522	298	298 (Estimated)
Total Lots	832	572 (Estimated)

TTM 29267 (Noble Creek Meadows) was part of the larger specific plan (Noble Creek Vistas Specific Plan [NCVSP]) which was approved by the City of Beaumont around 2005/2006. The original project scope of the approved Specific Plan has changed since initial approval. Specifically, the land proposed for TTM 28988 (the Fiesta Development Company portion of the original project) was purchased by the San Geronio Pass Water Agency for groundwater recharge and will no longer be developed as residential. This purchase results in a reduction of approved single family homes related to overall Specific Plan.

The District prepared a “Plan of Service” for Noble Creek Vistas in December 2002, originally envisioning 965 residential units, 20 acres of middle school and 50 acres of open space for the entire project area (three tracts). The NCVSP has been reduced in size, and is currently listed as 648 units (demand inclusive of parks and landscaping) in the District’s 2013 Urban Water Management Plan update, which is still current.

During the project development process, the Noble Creeks Vista Specific Plan Environmental Impact Report was challenged in court and as part of the “Settlement Agreement” with Cherry Valley Pass Acres and Neighbors and the Cherry Valley Environmental Planning Group, the project developers were required to provide 15 acres of land along and adjacent to Noble Creek in the vicinity of the project to the City of Beaumont with the intent that the District would use the area as spreading grounds.

Upon Board approval of the updated “Will Serve” letter, District Staff will commence updating the previously prepared “Plan of Service” in order to provide necessary project requirements. District Staff will also require that the developer work cooperatively with the District to ensure flood and erosion protection needed for the development functions effectively with the future planned District water spreading operations.

Finally, TTM 29267 is within the District’s Service Area Boundary and was included in an annexation of a larger set of land parcels related to the Noble Creek Vistas Specific Plan that were annexed into the District’s Service Area Boundary under LAFCO Annexation 2005-51-5 in 2007.

Based upon the fact that the original project was previously provided a “Will Serve Letter” from the District, the project site was annexed into the District’s Service Area Boundary, District engineering and plan check fees were paid by the Developer, and land was provided to the City for District use as spreading areas (recharge areas), TTM 29267 appears to qualify for exemption from prohibition of issuance of an updated “Will Serve” letter under Resolution 2014-05 Item 2 (b) (attached for reference).

Upon Board approval of the updated “Will Serve” letter, District Staff will commence updating the existing project Plan of Service to provide for revised project development conditions and required District facilities necessary to support the proposed project development. The Applicant will be required to complete final plan preparation in accordance with the updated Plan of Service, current District standards, and in accordance with the current Noble Creek Vistas



Specific Plan requirements, payment of all District fees, and securing all final approvals from the District and the City of Beaumont.

The requested "Will Serve Letter" update will require domestic (potable) water service and non-potable (recycled) water service as part of the development. However, the Applicant will need to secure the final project approvals from the District and the City of Beaumont for the project development area prior to construction.

Conditions:

Prior to final project development the following conditions must be met:

1. The Applicant shall enter into a water facilities extension agreement and pay all fees associated with the domestic and non-potable water services for the proposed development. The Applicant shall also pay all fees related to extension of facilities and fire service facilities including any facilities improvements that may be necessary to meet property service requirements and/or the City of Beaumont fire protection conditions and/or fire flow requirements.
2. The Applicant shall pay front footage fees along all property frontages where facilities are currently installed.
3. The Applicant shall connect to the recycled water system for irrigation supply. To minimize the use of potable water, the District requires the applicant conform to the City of Beaumont Landscaping Ordinances and Zoning Requirements and/or County of Riverside Landscaping Ordinances (as applicable) which pertains to water efficient landscape requirements and the following:
 - a. Landscaped areas which have turf shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall and automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
 - b. Landscaping in non-turf areas should be drought tolerant consisting of planting materials. Irrigation systems for these areas should be drip or bubbler type.
4. The Applicant shall prepare plans in accordance with District Standards showing all required domestic water system and non-potable water system improvements. Said plans shall be approved by the District prior to construction.
5. The Applicant shall conform to all District requirements and all City of Beaumont requirements.

Fiscal Impact:

There will be no fiscal impact to the District as all the fees and deposits will be paid for by the Applicant.

Prepared by Daniel K. Jagers, General Manager



**Beaumont-Cherry Valley Water District
Regular Board Meeting
May 13th, 2015**

DATE: April 29, 2015

TO: Board of Directors

FROM: Eric Fraser, General Manager

SUBJECT: Consideration of Request for Update of "Will Serve" Letter for Previously Approved Development – Tentative Tract 29267 (Riverside County Assessor's Parcel No. 400-250-008) - a Portion of Noble Creek Vistas Specific Plan

Recommendation:

Approve request for update of "Will Serve" letter for Tentative Tract Map (TTM) 29267 (Riverside County Assessor's Parcel No.'s 400-250-008) which is a portion of Noble Creek Vistas Specific Plan previously approved by the District.

Background:

Refer to the Applicant's (Noble Creek Meadows, LLC) attached request for updated "Will Serve" letter for Noble Creeks Meadows (TTM 29267, Revision No. 1) and TTM 29267 for specific project location and proposed configuration.

The Applicant is currently moving forward with project development and has therefore requested an updated "Will Serve" letter to confirm water supply will be provided by the District.

The Project (TTM 29267) is located between Oak Valley Parkway and Brookside Avenue and west of Brookside Avenue within the City of Beaumont, Ca. This project is more specifically identified as Riverside County Assessor's Parcel No. (APN) 400-250-008 and as shown on Tentative Tract Map (TTM) 29267 Revision No. 1 (attached).

The District issued a "Will Serve" letter for the Noble Creek Specific Plan Project on April 30, 1999 (attached for reference). The District's original "Will Serve" letter for the Noble Creek Specific Plan and subsequent District prepared Plan of Service for the Noble Creek Vistas Project dated December 12, 2002 included three (3) separate developments (Tentative Tracts) identified as follows:

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TTM 29267 (Noble Creek Meadows) was part of the larger specific plan (Noble Creek Vistas Specific Plan [NCVSP]) which was approved by the City of Beaumont around 2005/2006. The original project scope of the approved Specific Plan has changed since initial approval. Specifically, the land proposed for TTM 28988 (the Fiesta Development Company portion of the original project) was purchased by the San Geronio Pass Water Agency for groundwater recharge and will no longer be developed as residential. This purchase results in a reduction of approved single family homes related to overall Specific Plan.

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Upon Board approval of the updated "Will Serve" letter, District Staff will commence updating the previously prepared "Plan of Service" in order to provide necessary project requirements. District Staff will also require that the developer work cooperatively with the District to ensure flood and erosion protection needed for the development functions effectively with the future planned District water spreading operations

Finally, TTM 29267 is within the District's Service Area Boundary and was included in an annexation of a larger set of land parcels related to the Noble Creek Vistas Specific Plan that were annexed into the District's Service Area Boundary under LAFCO Annexation 2005-51-5 in 2007.

Based upon the fact that the original project was previously provided a "Will Serve Letter" from the District, the project site was annexed into the District's Service Area Boundary, District engineering and plan check fees were paid by the Developer, and land was provided to the City for District use as spreading areas (recharge areas), TTM 29267 appears to qualify for exemption from prohibition of issuance of an updated "Will Serve" letter under Resolution 2014-05 Item 2 (b) (attached for reference).

Upon Board approval of the updated "Will Serve" letter, District Staff will commence updating the existing project Plan of Service to provide for revised project development conditions and required District facilities necessary to support the proposed project development. The Applicant will be required to complete final plan preparation in accordance with the updated Plan of Service, current District standards, and in accordance with the current Noble Creek Vistas Specific Plan requirements, payment of all District fees, and securing all final approvals from the District and the City of Beaumont.



The requested "Will Serve Letter" update will require domestic (potable) water service and non-potable (recycled) water service as part of the development. However, the Applicant will need to secure the final project approvals from the District and the City of Beaumont for the project development area prior to construction.

Conditions:

Prior to final project development the following conditions must be met:

1. The Applicant shall enter into a water facilities extension agreement and pay all fees associated with the domestic and non-potable water services for the proposed development. The Applicant shall also pay all fees related to extension of facilities and fire service facilities including any facilities improvements that may be necessary to meet property service requirements and/or the City of Beaumont fire protection conditions and/or fire flow requirements.
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 - b. Landscaping in non-turf areas should be drought tolerant consisting of planting materials. Irrigation systems for these areas should be drip or bubbler type.
4. The Applicant shall prepare plans in accordance with District Standards showing all required domestic water system and non-potable water system improvements. Said plans shall be approved by the District prior to construction.
5. The Applicant shall conform to all District requirements and all City of Beaumont requirements.

Fiscal Impact:

There will be no fiscal impact to the District as all the fees and deposits will be paid for by the Applicant.

Prepared by Daniel K. Jagers, Director of Engineering

**Hanshaw Development Company
4438 E. Wickham
Orange, CA 92867**

April 29, 2015

Dan Jagger
BCVWD
560 Magnolia Avenue
Beaumont, CA 92223

Dan,

At this time, I am requesting that the District provide an updated "Will Serve Letter" related to property that I am in escrow to purchase in the City of Beaumont.

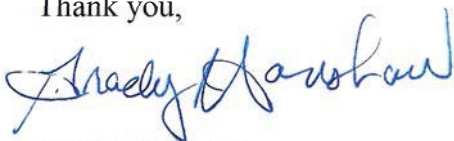
These properties are: identified as Riverside County Assessor's Parcel Numbers (APN #'s) 419-260-057 and 419-260-059 and are further identified as Parcels 1 and 3 in the San Geronio Village Specific Plan; and Parcel's 1 and 3 on Parcel Map 35266 (attached for reference).

I understand that these two parcels were part of three parcels which were provided a "Will Serve" Letter dated April 30, 2007 by the District when the Kohl's parcel (third parcel) located between 1st Street and 2nd Street was developed. I also understand this property was annexed into the District's Service Area Boundary under LAFCO Annexation 1985-107-3 in 1986.

Based upon discussions with District Staff, I also understand that some front footage fees and some (partial) Facilities Fees were paid for these three Parcels. I also understand that some additional Front Footage Fees and Facilities Fees related to the two parcels in question may still be due. Based upon the fact that these three parcels were previously provided a "Will Serve Letter" from the District, the project site was annexed into the District's Service Area Boundary, and some project fees were paid, we believe that the properties in question (APN #'s) 419-260-057 and 419-260-059 qualify for exemption from the District's Resolution 2014-05 and therefore the District board may provide an updated "Will Serve" letter for these parcels.

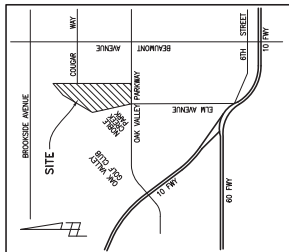
Once again, I wish to confirm that the District will provide service to the two parcels that I am purchasing and planning to develop prior to closing escrow on said parcels. Please schedule this request for the District to issues an updated "Will Serve" letter for the BCVWD Board Agenda on May 14th.

Thank you,



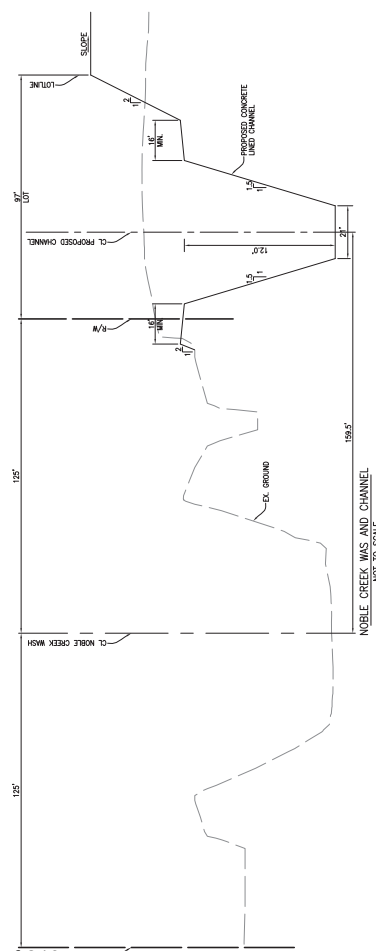
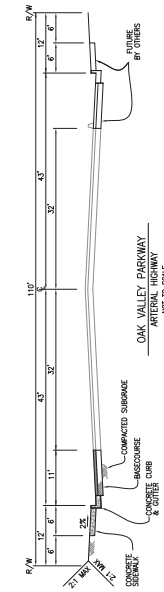
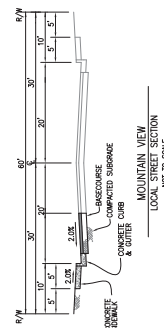
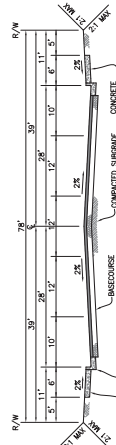
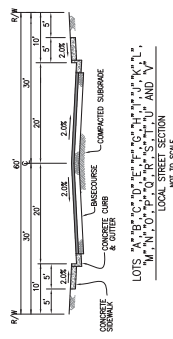
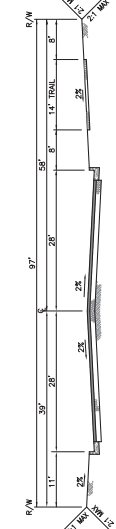
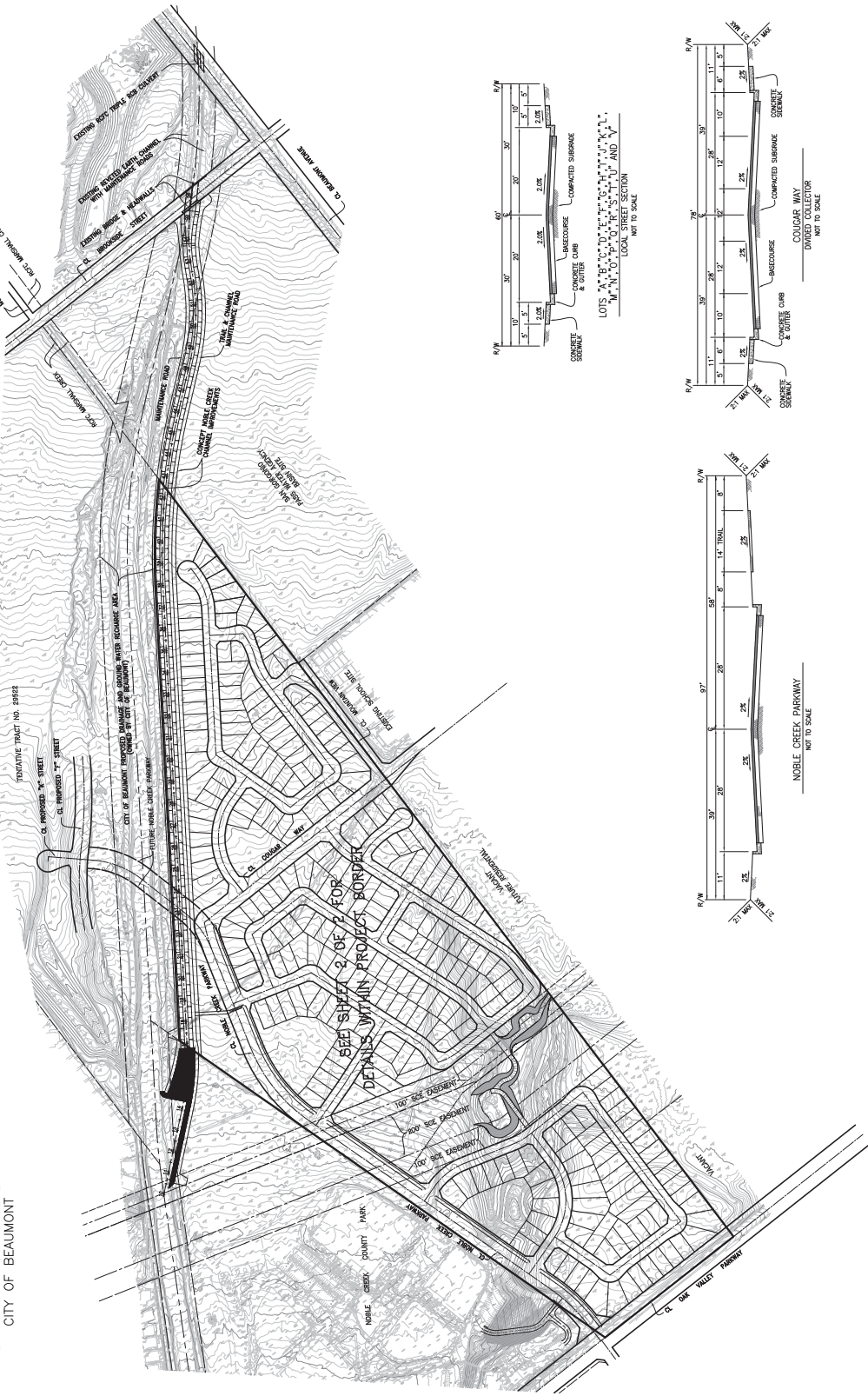
Grady Hanshaw
President, Hanshaw Development Co.

REVISION NO. 1 TENTATIVE TRACT NO. 29267 CITY OF BEAUMONT



VICINITY MAP
NOT TO SCALE

- LEGEND**
- EXISTING CONTOUR
 - PROPOSED LANE (EXTERIOR ONLY)
 - LOT SIZE IN SQUARE FEET
 - SLOPE DIRECTION & PERCENT
 - FURNISHED GRADE & GRADE BREAK
 - FURNISHED GRADE & HIGH POINT



APPROVAL OF REVISION NO. 1

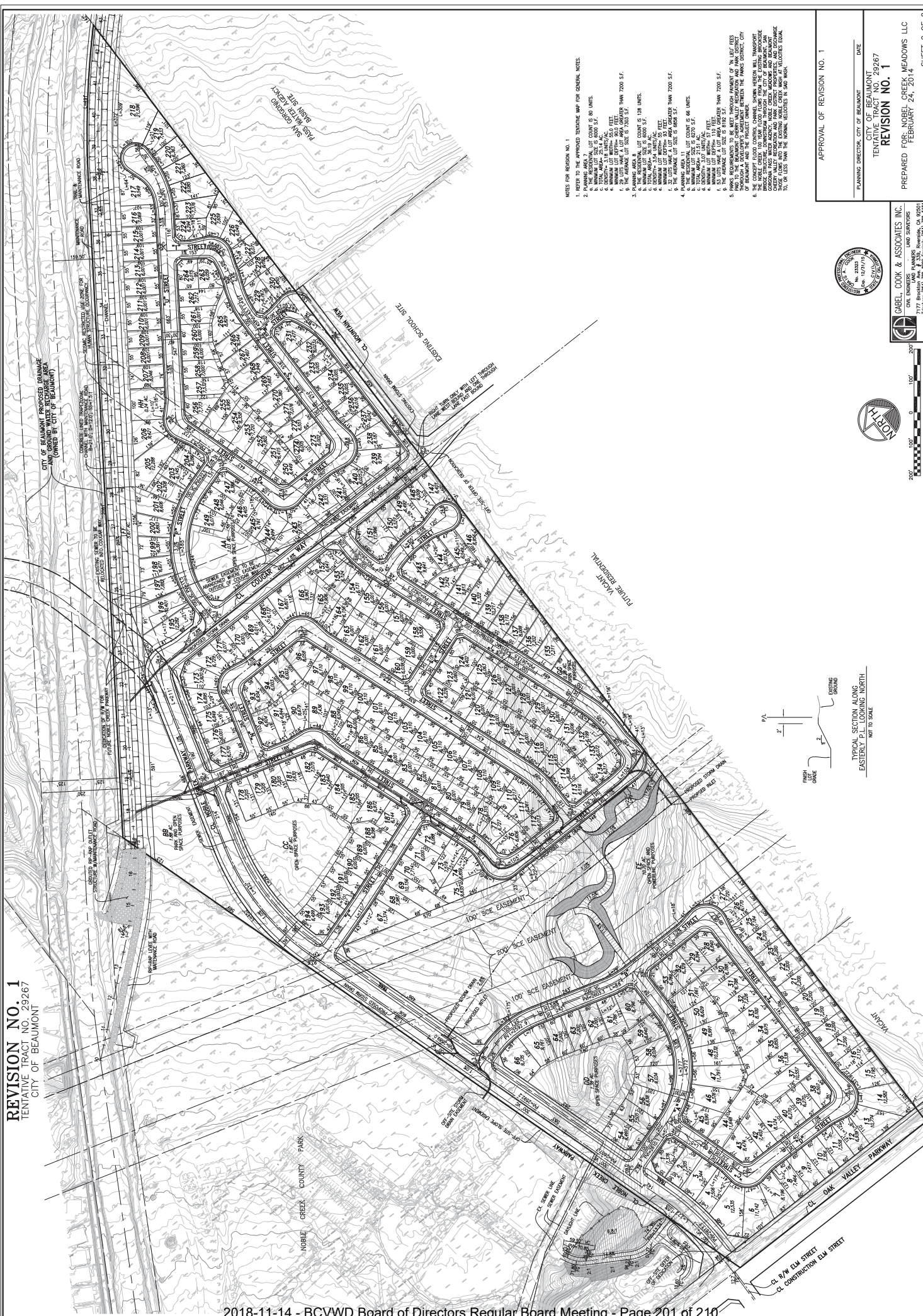
PLANNING DIRECTOR, CITY OF BEAUMONT

CITY OF BEAUMONT
TENTATIVE TRACT NO. 29267
REVISION NO. 1
PREPARED FOR: NOBEL CREEK MEADOWS, LLC
FEBRUARY 24, 2014



GABRIEL COOK & ASSOCIATES, INC.
CIVIL ENGINEERS, PLANNERS, LAND SURVEYORS
1177 Broadway Ave. # 330, Roseville, CA 95751
Telephone (916) 786-0066, Fax (916) 786-0068

REVISION NO. 1
TENTATIVE TRACT NO. 29267
CITY OF BEAUMONT

[illegible]

APPROVAL OF REVISION NO. 1

PLANNING DIRECTOR, CITY OF BEAUMONT DATE: _____

CITY OF BEAUMONT
TENTATIVE TRACT NO. 29267
REVISION NO. 1

PREPARED FOR: NOBEL CREEK MEADOWS
FEBRUARY 24, 2014

GABEL, COOK & ASSOCIATES INC.
CIVIL ENGINEERS LAND PLANNERS
LAND SURVEYORS
7177 Brockton Ave. # 339, Riverside, CA 92501



TYPICAL SECTION ALONG
EASTERLY P.L. LOOKING NORTH

NOT TO SCALE

F.1e

BEAUMONT-CHERRY VALLEY WATER DISTRICT

DIRECTORS

Gary McKenzie

President

Dave Andrews

Vice President

William Hurlbirt

David L. Sumner

Joseph Voigt

P.O. Box 2037

560 Magnolia Avenue

Beaumont, California 92223-2258

Telephone 909-845-9581

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OFFICERS

Jo Ellen Seick

Secretary of the Board

Dave L. Sumner

Treasurer

J.C. Reichenberger

Parsons Engineering Science

Engineer

Jeffry Ferre

General Counsel

April 30, 1999

Mr. Jon Petke
The Planning Associates
3151 Airway Avenue, Suite R-1
Costa Mesa CA 92626

Dear Mr. Petke:

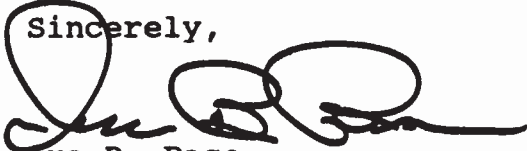
At the April 28, 1999, Special Meeting of the Board of Directors of the Beaumont-Cherry Valley Water District the request for a letter of intent to provide water service to the Noble Creek Specific Plan was considered and approved. Water service will be provided after completion of annexation proceedings with the Local Agency Formation Commission, execution of an annexation agreement and execution of a facilities construction agreement. Water service will be provided to the project property subject to all District rules and regulations as they are now written and any future amendments to said rules and regulations. Service will also be subject to all requirements of the Board of Directors, District Engineer, and/or General Manager and suitable financial arrangements being satisfied.

Thank you, Mr. Petke, for the presentation you made to the Board of Directors. As we have discussed, the District's Engineer will begin analyses of the project's water demands. The engineering deposit required to be posted at this time is \$5,000. This deposit will be applied to preliminary administrative and engineering costs for the project. If more funds are required they will be requested by the District. Any funds remaining after the project is completed will be reimbursed.

April 30, 1999
Page Two

Please feel free to call the office should you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ira B. Pace', written over the word 'Sincerely,'.

Ira B. Pace
Interim General Manager

c: Ernie Egger

RESOLUTION 2014-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF BEAUMONT-CHERRY VALLEY WATER DISTRICT PRECLUDING THE APPROVAL OF A REQUEST FOR THE ISSUANCE OF ANY WILL SERVE LETTER UNDER THE CIRCUMSTANCES STATED HEREIN SUBJECT TO THE EXCEPTIONS STATED HEREIN

WHEREAS, This Board has discussed and desires to adopt a policy which will suspend the issuance of will serve letters which will add demand to the District's water supplies not previously considered and approved by this Board during conditions specified herein.

WHEREAS, This policy is intended to avoid requiring conservation by presently served ratepayers in order to protect available supplies while simultaneously creating new demand on those supplies and to preserve the rights of persons who have relied on the issuance of a will serve letter by annexing to the District or paying fees or constructing infrastructure in consideration of the issuance of a will serve letter.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Beaumont-Cherry Valley Water District declares the following:

1. Subject to the exceptions stated in Paragraph 2 below, this Board shall not issue a will serve letter when:
 - (a) A condition of drought exists in the State of California as declared by the Governor of the State of California,
 - (b) There is in effect mandatory conservation measures applicable to the District's ratepayers imposed directly by the State of California, or imposed by implementation of District conservation measures in accordance with the District's Urban Water Management Plan and
 - (c) The quantity of the District's ready to deliver water supplies is less than a projected demand of five years based on the District's then current annual demand.
2. The following applications shall be excepted from the prohibition of the issuance of will serve letters stated in Paragraph 1 of this Resolution:
 - (a) An application for residential or commercial water use reasonably estimated to constitute an annual demand equal to or less than 2 (two) EDU's;
 - (b) An application for service to property as to which a will serve letter previously has been issued and the recipient of that letter or his or her successor in interest has relied on the letter in paying fees to the District, annexing the subject property to the District or constructing District infrastructure in order to provide service to the subject property.
3. The District Secretary shall certify the adoption of this Resolution.

ADOPTED AND APPROVED this 8th day of October, 2014

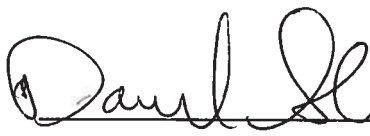


Chairman

I, Daniel Slawson, Secretary of the Beaumont-Cherry Valley Water District Board of Directors, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the Beaumont-Cherry Valley Water District Board of Directors, held on the 8th day of October, 2013, by the following vote:

AYES: 3	BOARDMEMBERS: Ross, Guldseth, Ball
NOES: 1	BOARDMEMBERS: Slawson
ABSENT: 1	BOARDMEMBERS: Woll (vacant seat)
ABSTAINED: 0	BOARDMEMBERS:

ATTEST:



Secretary



**Beaumont-Cherry Valley Water District
Regular Board Meeting
November 14, 2018**

Item 7

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Update: Sites Reservoir, Phase II Participation Agreement

Staff Recommendation

No recommendation. Information only.

Summary

At the San Geronio Pass Water Agency (SGPWA) Regular Board meeting on November 5, 2018, in the General Manager's Report, Jeff Davis provided an update regarding the Sites Reservoir Committee. At the most recent meeting, Sites Committee members discussed the Sites Reservoir Phase 2 Participation Agreement and voted to move the Phase 2 commitment deadline from February 1, 2019 to April 1, 2019.

District Staff understands that the Committee further voted to provide a Phase 2 commitment period of one year with an annual re-commitment option to be made each following year for entities who wish to continue with Sites Reservoir participation. Staff understands entities wishing to continue participating in the Sites Reservoir Phase 2 Participation Agreement will be required to re-commit on or before April 1, 2020 to participate the following year of Phase 2 activities (required to maintain water supply opportunity in Sites Reservoir Project).

The intent of this annual participation agreement is to provide an exit strategy for a participant who agrees to first year participation and does not participate in the second year of Phase II. Based upon discussions, the intent is that said participant would only be liable for costs incurred in the year of participation.

This extension and restructuring of the Agreement parameters will not result in any delay to the project and should provide more opportunity for participants to minimize cost exposures as the project further refines and actual project yields and associated cost become more defined.

Fiscal Impact

To be determined.

Report prepared by Dan Jagers, General Manager



**Beaumont-Cherry Valley Water District
Regular Board Meeting
November 14, 2018**

Item 8

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Discussion regarding BCVWD-owned land included in City of Beaumont's Rangel Park Development

Staff Recommendation

No recommendation. Discussion only.

Background

Rangel Park is located on land comprised of four (4) parcels. Records obtained from the Riverside County Assessor's office identify that three (3) of those parcels are owned by the City of Beaumont and one (1) is owned by Beaumont-Cherry Valley Water District (BCVWD), as identified in Figure 1. At some point in the past, the City of Beaumont improved the BCVWD-owned parcel to include a playground, restroom facilities, water fountain, picnic tables and benches, and portable toilets and currently operate and maintain these facilities as part of Rangel Park. The City of Beaumont-owned parcels comprise the Valdivia Baseball Field.

The City of Beaumont has indicated that they have applied for grant funding to improve lighting at the park and would like to secure ownership of BCVWD's parcel. District Staff has met with City of Beaumont Staff to discuss options for a possible land exchange and further identifies the City of Beaumont owns several parcels that could serve BCVWD as possible future well sites.

City of Beaumont staff has indicated they would procure title reports for the four (4) Rangel Park parcels and various City of Beaumont-owned parcels throughout the city in order to proceed with discussion regarding proposed land exchange options with the District in further detail.

Fiscal Impact

The fiscal impact is currently unknown to the District.

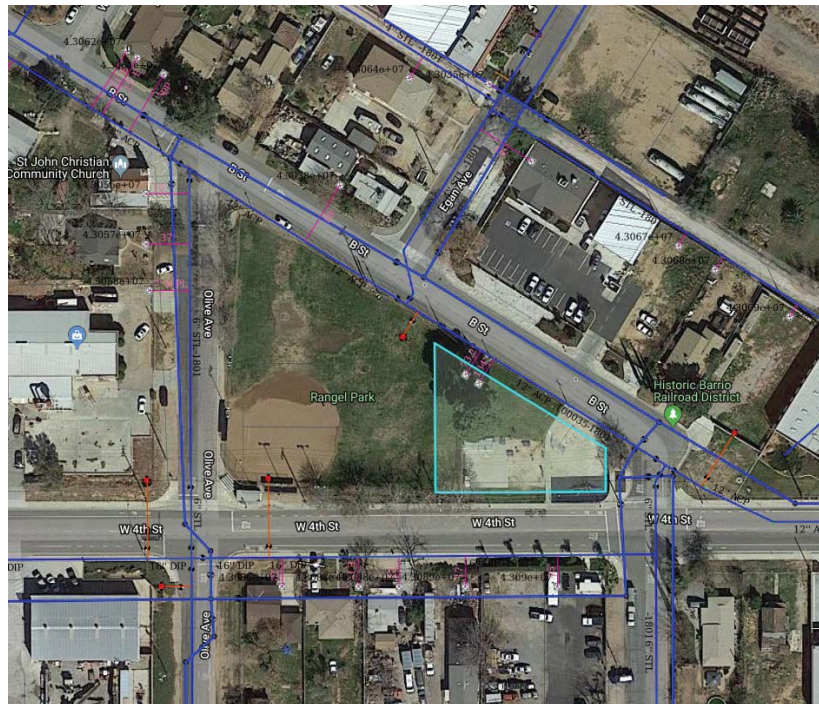
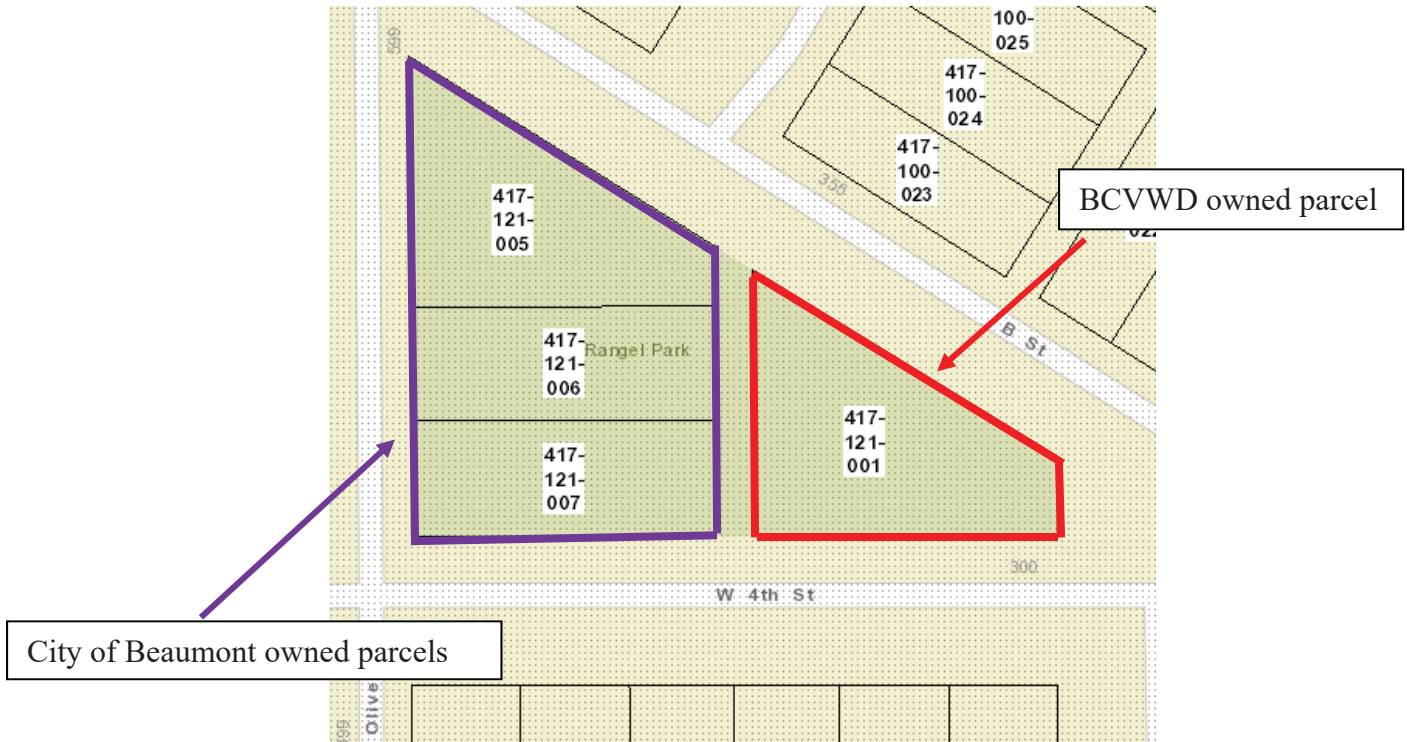
Attachments

Figure 1 – Rangel Park Site Map

Report prepared by Erica Gonzales, Administrative Assistant



Figure 1
Rangel Park Site Map





**Beaumont-Cherry Valley Water District
Regular Board Meeting
November 14, 2018**

Item 9

STAFF REPORT

TO: Board of Directors
FROM: Dan Jagers, General Manager
SUBJECT: Remaining 2018 Meeting Schedule and Agendas

Staff Recommendation

Option 1. Amend the remaining 2018 meeting schedule:

- a. Cancel the December 27, 2018 Engineering Workshop; and / or
- b. Call a Special Meeting for a Budget Workshop in the first week of December 2018.

Option 2. Leave the remaining 2018 meeting schedule as is:

- a. December 12, 2018 Regular Meeting
- b. December 27, 2018 Engineering Workshop.

Summary

Beaumont-Cherry Valley Water District's Budget must be adopted before January 1, 2019, therefore the Board must prepare to adopt said budget at the December 12, 2018 Regular meeting or hold a Special meeting before January 1, 2019. In order to allow staff to present a Draft 2019 Budget and sufficient time to respond to Board questions and / or make any changes as directed by the Board, staff recommends scheduling a Budget Workshop Special Meeting during the first week of December 2018.

In addition, staff recommends the Board consider canceling the Engineering Workshop scheduled on December 27, 2018. This meeting occurs two days following the Christmas Day holiday, which may not accommodate all Directors' schedules.

Fiscal Impact

In the event of no additional meetings, there will be no fiscal impact to the District.

Attachments

December 2018 calendar

Report prepared by Erica Gonzales, Administrative Assistant

December 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12 Regular Meeting at 6 p.m.	13	14	15
16	17	18	19	20	21 - Winter Solstice	22
23	24	25 - Christmas	26	27 Engineering Workshop at 6 p.m.	28	29
30	31 - New Year's Eve					
Created at www.CalendarHome.com !						