



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

**NOTICE AND AGENDA**  
**SPECIAL MEETING OF THE BOARD OF DIRECTORS**  
**Wednesday, November 4, 2020 - 6:00 p.m.**

*(Change of Date due to Veteran's Day holiday. There will be no meeting on Nov. 11.)*

**TELECONFERENCE NOTICE**

*This meeting is hereby noticed pursuant to  
California Government Code Section 54950 et. seq. and  
California Governor's Executive Orders N-29-20 and N-33-20*

*The BCVWD Board of Directors will attend via Zoom Video Conference  
To access the Zoom conference, use the link below:*

<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFZCMGh0YTFlL2tnUGlpU3h0UT09>

*To telephone in, please dial: **(669) 900-9128**  
Enter Meeting ID: **843 1855 9070**  
Enter Passcode: **923155***

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

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

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**Call to Order: President Covington**

**Pledge of Allegiance: Director Williams**

**Invocation: Director Slawson**

**Roll Call**

**Teleconference Verification**

**Public Comment**

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

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

## **ACTION ITEMS**

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

- 1. Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda
  
- 2. Consent Calendar:** All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the Board considers the motion unless members of the Board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.
  - a. Minutes of the Regular Meeting of September 24, 2020 (pages 4 - 9)
  - b. Minutes of the Regular Meeting of October 14, 2020 (pages 10 - 21)
  - c. Minutes of the Regular Meeting of October 22, 2020 (pages 22 - 26)
  
- 3. Grant of Right of Entry and Temporary Construction Easement Agreement between the Beaumont-Cherry Valley Water District (Grantor) and the Riverside County Flood Control and Water Conservation District (pages 27 - 36)**
  
- 4. Status of Declared Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07 and Discussion of Lobby Access to Public (No Staff Report)**
  
- 5. Status of Declared Local Emergencies related to Fires**
  - a. **Impact of the Apple Fire pursuant to Resolution 2020-17 (No Staff Report)**
  - b. **Impact of the El Dorado Fire pursuant to Resolution 2020-20 (No Staff Report)**
  
- 6. Consideration and Possible Approval Regarding Proposed Changes to Contract, Salary and / or Fringe Benefits of General Manager (pages 37 - 49)**
  
- 7. Reports For Discussion**
  - a. Ad Hoc Committees
  - b. General Manager
  - c. Directors' Reports
  - d. Legal Counsel Report
  
- 8. Announcements**

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

- District Offices will be closed on Wednesday, Nov. 11, 2020 in observance of Veterans Day
- Engineering Workshop: Thursday, Nov. 19, 2020 at 6:00 p.m. (*Note date change due to holiday*)
- Personnel Committee Meeting: Monday, Nov. 23, 2020 at 5:30 p.m.
- District Offices will be closed on Thursday, Nov. 25, 2020 in observance of Thanksgiving Day
- Association of California Water Agencies Virtual Fall Conference: Dec. 2-3, 2020
- Beaumont Basin Watermaster Committee Meeting: Wednesday, Dec. 2, 2020 at 10 a.m.
- Finance and Audit Committee Meeting: Thursday, Dec. 3, 2020 at 3:00 p.m.
- Regular Board Meeting (Budget Workshop): Thursday, Dec. 3, 2020 at 6:00 p.m. (*Note date change due to holiday schedule*)
- Engineering Workshop: Monday, Dec. 14, 2020 at 6:00 p.m. (*Note date change due to holiday schedule*)

## 9. Action List for Future Meetings

- Water supply for BCVWD and the region
- Reinstatement of fees waived due to COVID-19
- Matrix for delivery of recycled water

## 10. Adjournment

### NOTICES

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

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

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

### CERTIFICATION OF POSTING

I certify that on or before November 1, 2020, a copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).

  
 Digitally signed by Yolanda Rodriguez  
 DN: cn=Yolanda Rodriguez, o=Finance and Administration, ou=Finance and Administration, email=yolanda.rodriguez@bcvwd.org, c=US  
 Date: 2020.10.29 13:39:49 -07'00'

Yolanda Rodriguez  
 Director of Finance and Administrative Services



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

**MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP  
OF THE BOARD OF DIRECTORS  
Thursday, September 24, 2020 at 6:00 p.m.**

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

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**Call to Order: President Covington**

*President Covington began the meeting at 6:03 p.m.*

*Pledge of Allegiance was led by Director Williams.*

*Invocation was given by Director Hoffman.*

**Announcement of Teleconference Participation**

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

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

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

**Roll Call:**

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None.
Staff present:	General Manager Dan Jagers Director of Finance and Administrative Services and Recording Secretary Yolanda Rodriguez Senior Engineer Mark Swanson Assistant Director of Operations James Bean

	Administrative Assistant Brandy Llanes
Legal Counsel	James Markman

Members of the public who registered their attendance: None.

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

President Covington gave instructions regarding how to make a public comment during the meeting.

**Public Comment:** None.

**1. Adjustments to the Agenda:**

General Manager Jagers pointed out a correction on the title of Item 3: *Update regarding District-declared Emergency for Wells 21 and 24.*

**2. City of Beaumont Street Improvement Project and Discussion of Impact to BCVWD Capital Improvement Plan Projects**

Senior Engineer Mark Swanson gave an overview of upcoming projects proposed by the City of Beaumont (City) in the city-wide pavement rehabilitation project. City staff reached out to BCVWD on September 2 and provided information and a schedule on pavement treatments for 2021 and requested response by September 16, Swanson explained. Staff provided information with pipelines in the queue from 2021 to 2024, as the City had recently passed a three to five-year moratorium on pavement impacts.

This work by the City could result in delays for BCVWD projects, he explained. The City expects to start construction in November 2020 and finish by December, Swanson advised. Staff identified capital improvement replacement pipelines, Swanson said, and pointed to projects 0066 and 0067 as the most directly impacted, and 0069 which is just about ready to go to bid. Unfortunately, Swanson noted, the City has just paved 6<sup>th</sup> Street so that project will be put on hold.

The City has been advised of these projects and staff with work with field staff to verify which projects must be completed, Swanson stated. He pointed to Attachment 3 (map) and indicated that staff is asking the City to work with the District on coordination.

These projects are included in the Capital Improvement Program and staff had brought them forward with last year's budget, Swanson noted. He said he hopes to schedule a meeting with the City to coordinate.

Mr. Jagers pointed out that the City notified the District on September 2 and learned that the City was already out to bid on the paving project. The opportunity to coordinate was not realized, he indicated. Jagers detailed his discussion with City Manager Todd Parton and said he identified to Mr. Parton that it was hard for BCVWD to get things done when paving is done ahead of the District's projects.

Jaggers detailed some of the paving work.

President Covington invited public comment. There was none.

Swanson responded to questions from President Covington regarding the map. President Covington asked about potential variance within the City's moratorium. Mr. Swanson said he believed the variance was related to emergency repairs and reminded the Board about the expanded patching requirements. Mr. Jaggers indicated that a future discussion with the City would include applying or relaxing the requirements consistently for all utilities. President Covington encouraged that conversation and asked if the District had made comments when the paving requirements were considered by the City. Mr. Jaggers indicated that it had come up quickly and the District had not provided comments.

Director Ramirez said it seemed there is good movement on this and he appreciated the work of staff.

Director Hoffman asked about water pressure technology that drills underneath the asphalt for installations. Mr. Jaggers explained that the District owns a boring machine but for installation of a water line in these areas its use is not a common practice. It is more cost effective to wait and cut the pavement, he said. Mr. Swanson added that there is risk in that method.

Director Slawson said he is happy that staff is moving lines out of alleys and asked about detail on the moratorium. Mr. Jaggers explained that the City does not want to make an expenditure twice and does not want the roads cut in the interim. Mr. Swanson explained the City's pavement analysis and noted that the reason for the moratorium is because as soon as the pavement is cut into, there are seams which collect water and create potholes. The life of the pavement is diminished, he noted, but as a utility, the District needs to take care of its repairs.

Mr. Covington opined that the requirements for patching are excessive.

### **3. Report regarding Emergency Well Repair Activities**

#### *Update regarding District-declared Emergency for Wells 21 and 24*

Assistant Director of Operations James Bean gave an update on two emergency items ratified by the Board earlier this year. He detailed work done on Well 21 and noted it was placed back in service in July, with no further issues. The total expenditure was \$133,034.57, he said.

Mr. Bean reminded the Board of the issues with Well 24 and detailed the repair work. The work was done quickly, and the well was back in service by June 28, he reported, however an additional problem was subsequently identified and the well has not been running but is available if needed. A Request for Proposal (RFP) will be composed, and the repair work sent out to bid, Bean stated. The total expenditure amounts to \$90,167.13, he advised.

Mr. Jaggers added detail and indicated staff is following the advice of the contractor.

President Covington invited public comment. There was none.

In response to President Covington, Mr. Bean reported the cost of the Well 24 motor was \$47,522, the depth of the pump is around 470 feet and it is pumping around 2,500 gallons per minute (gpm).

Director Ramirez thanked staff for moving things forward. Director Hoffman pointed out that a 600hp motor is rare and asked if the motor being taken out had any value. Mr. Jagers said the District intends to keep the motor as a spare since it is still operational. The motor could be used in place of an 800hp motor, but not a 400hp, Jagers answered.

Director Hoffman asked about maintenance records for wells and vehicles. Mr. Jagers advised that records were well kept until recordkeeping became spotty in the 1990s, and now complete records are kept along with electronic copies for each well. There is a vehicle maintenance program in place, he advised. President Covington suggested a spreadsheet to track activity. Mr. Jagers said staff is working on a complete history for each well and explained a manufacturing defect and repairs in the specific motor.

President Covington indicated he was glad these facilities were online for supply to the fires; Mr. Jagers pointed out they are also supplying Banning.

#### **4. Bogart Park Transition Update and Scheduling of Dedication Plaque Activity**

Mr. Jagers explained that the Beaumont-Cherry Valley Recreation and Park District (BCVRPD) would like to have a dedication event and pointed to the proposed a date.

Mr. Jagers reminded that in December 2018, there was a three-year transition period to move the park management from Riverside County to BCVRPD but in an accelerated timeline, on June 9, 2020 the Riverside County Board of Supervisors approved the transition of ownership.

Areas north of Bogart Park and a bit of the equestrian area did have fire activity, he noted, and there is quite a bit of area that may send mud and debris into the park, Jagers advised. He detailed additional repairs and maintenance at the park. The ponds were available for firefighting activity, Jagers noted.

By consensus, October 8, 2020 at 4 p.m. was chosen as the best available date.

President Covington invited public comment. There was none.

#### **5. Update: Status of Local Emergency regarding the Apple Fire and El Dorado Fire and Anticipated Debris Flow Impacts and Protection Activities pursuant to Resolution 2020-17 and Resolution 2020-20**

Mr. Jagers advised each of the declared local emergency fire events triggers an expenditure allocation of \$250,000 and staff is trying to be very judicious in spending. Ongoing activities include partnering with Riverside County Flood Control for areas on the Noble Creek Recharge Facilities to store equipment and do some material layout while it is collected from the channel, he noted. This will likely be a right of entry agreement that will come later to the Board, Jagers advised.

Flood Control has also proposed bollards to be located at Cherry / International Park Road to catch debris, which is critically important for the Vineland Tank facility, Jagers explained. He advised the Board of an existing 1938 easement that lays over the large debris basins at the lower end of Edgar Canyon north of Orchard Street. Flood Control has proposed to capture debris there and remove parts of the berm to avoid failure, Jagers explained. They would also cover some of the ponds and would be responsible for associated costs, Jagers added.

Jagers recommended additional work on two ponds outside the easement to be done by BCVWD. Jagers advised the Board that he has contacted a local grader and identified a few spots to work on at a probable cost of \$15,000 to \$20,000 to direct flow away from District facilities as an item under the local emergency.

Staff will also survey the location of District facilities to assure they can be located if inundated and require digging out. Ongoing work includes moving of trees that were pushed over by Cal FIRE with a rented excavator, Jagers explained.

President Covington invited public comment. There was none.

Covington pointed out that this is an issue that will affect the entire San Geronio Pass and thanked staff for working with other agencies.

#### **6. Update: Status of Local Emergency regarding the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07**

General Manager Jagers advised that the County elevated status to Code Red and more facilities are beginning to open. Staff is actively discussing a way to move toward servicing the public by appointment or an open door while promoting remote work as much as possible. He noted that all tiers of California's system encourage remote working if possible and acknowledged the challenges of safety while serving the public and assured that solutions are being sought.

President Covington invited public comment. There was none.

#### **7. General Manager's Report**

Mr. Jagers advised that another grant application was submitted for AMR/AMI project funding. If successful, it is a 50 percent matching grant.

The notice to proceed from the U.S. Department of the interior was received, and the project is moving forward, he advised.

There is a lot going on and staff is stretched thin, Jagers noted. Field personnel vacancies are going to be filled, followed later by office staffing, he said.

#### **8. Topics for Future Meetings:**

*None added.*

## 9. Announcements

*Pursuant to Governor's Executive Order N-33-20, all BCVWD Board and Committee meetings will be held via teleconference and/or video teleconference until further notice or unless otherwise indicated below. President Covington read the following announcements:*

- Personnel Committee Meeting: Monday, September 28, 2020 at 5:30 p.m.
- Finance and Audit Committee Meeting: Thursday, October 1, 2020 at 3:00 p.m.
- Beaumont Basin Watermaster Committee Meeting: Wednesday, October 7, 2020 at 10 a.m.
- Regular Board Meeting: Wednesday, October 14, 2020 at 6 p.m.
- Engineering Workshop: Thursday, October 22, 2020 at 6 p.m.
- Collaborative Agencies Committee Meeting: Wednesday, November 4, 2020 at 5:00 p.m. (*teleconference pending*)

## 10. Convened in Closed Session: 7:23 p.m.

- a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54947  
Title: General Manager
- b. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to California Government Code Section 54947 (a)  
Consultation with District General Legal Counsel concerning potential debris flow

Reconvened in Open Session: 8:25 p.m.

## 11. Report on Closed Session

*President Covington announced there was no reportable action taken during Closed Session.*

## 12. Adjournment

*President Covington adjourned the meeting at 8:25 p.m.*

ATTEST:

DRAFT UNTIL APPROVED

DRAFT UNTIL APPROVED

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

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



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

**MINUTES OF REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
Wednesday, October 14, 2020 at 6:00 p.m.**

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

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**Call to Order:** *President Covington began the meeting at 6:10 p.m.*

**Pledge of Allegiance:** *Led by Director Slawson*

**Invocation:** *Given by Director Hoffman*

**Announcement of Teleconference Participation**

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

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

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

**Roll Call:**

Directors present:	Covington, Hoffman, Ramirez, Slawson, and Williams (Williams at 6:13 p.m.)
Directors absent:	None
Staff present:	General Manager Dan Jagers Director of Finance and Administrative Services Yolanda Rodriguez Senior Engineer Mark Swanson Assistant Director of Operations James Bean

	Senior Finance and Administrative Analyst William Clayton Human Resources Coordinator Sabrina Foley Administrative Assistant Brandy Llanes
Legal Counsel	James Markman

Members of the public who registered attendance: None.

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

**Public Comment:** None.

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

**2. Consent Calendar:**

*The following Consent Calendar items were approved with one motion:*

- a. August 2020 Budget Variance Report
- b. August 2020 Cash/Investment Balance Report
- c. September 2020 Check Register
- d. September 2020 Invoices Pending Approval
- e. Minutes of the Regular Meeting of August 27, 2020
- f. Minutes of the Regular Meeting of September 9, 2020

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

**3. Resolution 2020-21: Proposed Changes to the District’s Conflict of Interest Code**

Director of Finance and Administrative Services Yolanda Rodriguez explained the background of this action. This is a routine addition of the position of Human Resources Coordinator and the item has been reviewed by legal counsel, she reported.

In response to President Covington, Ms. Rodriguez indicated that the Code is filed bi-annually.

President Covington invited public comment. There was none.

*The Board adopted Resolution 2020-21 amending the Beaumont-Cherry Valley Water District’s Conflict of Interest Code by the following roll call vote:*

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

**4. City of Beaumont Wastewater Treatment Plant Upgrade Status, and Planned Recycled Water Facilities, and Implementation Progress Update**

General Manager Jagers explained that Director Hoffman had requested an update. The City is moving forward with their wastewater treatment plant upgrade and is in the process of testing, Jagers reported. The District is working toward having available recycled water, and Jagers said he hopes the Ad Hoc Water Re-Use Committee will be active again shortly. Setbacks due to COVID-19 conditions followed by the fires and debris preparation has stalled the project a bit, he explained.

Staff expects to return to working on this item at the end of October or beginning of November, Jagers said.

President Covington invited public comment. There was none.

Director Hoffman asked about timing for beginning work on the booster station. Mr. Jagers noted that there was a holdup over the summer regarding a site. District staff moved forward with preliminary layouts and specifications on a site adjacent to the wastewater treatment plant, Jagers said.

In response to Director Hoffman, Mr. Jagers explained that funding for the booster station will come from the \$30 million in restricted funds for facilities related to new development.

President Covington requested a project schedule at the next meeting. Mr. Jagers reminded the Board there is still no agreement and that the design work is being done in house to avoid use of a consultant. He acknowledged there is a time deficit and said he anticipated the building of the booster station in fall 2021 and delivery of recycled water in the spring of 2022.

President Covington asked about use of recycled water. Mr. Jagers explained there are projects outlined in the master plan, but he expects lower demand in the winter. Excess may be returned to the San Timoteo basin, he explained.

Mr. Jagers assured the Board that staff has worked diligently with the City to find solutions.

**5. Resolution 2020-22: Adjustment to the BCVWD Fiscal Year 2020 Operating Budget for Additional Water Supply Purchase**

General Manager Jagers reminded the Board about the past practice for purchasing extra available water, funded out of reserves. He advised there is additional water available this year and recommended a withdrawal from reserves not to exceed \$1.2 million to make an additional water purchase of 3,000 acre-feet (AF) in 2020 for sale in future years.

Jaggers explained this year is a La Nina year, meaning a trend across California that there is less water available resulting in less water from the State Water Project. The San Geronio Pass Water Agency (SGPWA) carried over water that was not delivered in 2019, Jaggers continued. He also noted that there will be potential mud and debris flows that may adversely affect recharge in the spring of 2021.

President Covington acknowledged that if the District has the money, and the water is available, the Board has been proactive in obtaining most water supplies that are available.

President Covington invited public comment. Dr. Blair Ball, Director of the SGPWA, stated the agency would be willing to help the BCVWD serve their customers.

Director Ramirez said it sounds like a move in the right direction. Director Hoffman indicated it seems to be a good move. Director Slawson concurred.

*The Board adopted Resolution 2020-22 authorizing a mid-year adjustment to the Fiscal Year 2020 Operating Budget for State Water Project additional water purchases in an amount not to exceed \$1,200,000 by the following roll call vote:*

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

**6. Resolution 2020-23: Acceptance of Temporary Construction Easement for Oak Valley Parkway Interconnect Relocation east of Highland Springs Avenue at Discovery Way in the City of Banning**

Senior Engineer Mark Swanson said this easement is for a temporary connection to the City of Banning in the area of the new Pardee Atwell development. BCVWD co-owns Wells 24, 25 and 26 with the City of Banning, he reminded. The City is providing water to facilitate the grading needs of the developer, he explained, and BCVWD is delivering the water.

Swanson pointed to a map of the existing 2018 connection at Oak Valley Parkway and Highland Springs and indicated there is a significant amount of grading plus widening of Highland Springs. The existing connection is in the way of the widening work, he noted, and the request was made by Banning to relocate the connection further north. He explained the proposed location on Pardee property resulting in the need for an easement for access to maintain and operate the facility.

General Manager Jaggers added that the procedure for acceptance of easements will be via resolution in order to memorialize it in the minutes.

Director Hoffman asked about the facilities and water use. Mr. Swanson confirmed there will be a backflow device and a meter, and that the water use is between the City of Banning (requestor) and Pardee.

Director Hoffman asked about responsibility for the expense of the facilities; Mr. Swanson said the District has requested that it be borne by the City and Pardee, not BCVWD.

Director Williams commented it seems straightforward; President Covington concurred and stated this is the right path forward.

*The Board adopted Resolution 2020-23 approving and authorizing the General Manager to execute the Acceptance of a Temporary Construction Easement for public utility purposes located east of Highland Springs Avenue at Discovery Way in Banning, CA by the following roll call vote:*

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

**7. 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**

Senior Engineer Swanson explained the location of the tract, southwest of the SGPWA’s ponds. The project has been around for several years, he said and has been part of a larger project. The last renewal was in November 2019 and this now comes back to the Board for consideration, he said.

There are plans in plan check, Swanson reported, and they are in the queue to be reviewed by staff. The Noble Creek Specific Plan dates back to 1999, he noted, and the District issued a “Will-Serve Letter” (WSL) in 1999. He explained the reduction in number of residential lots: one tract will no longer be developed, as it is now the site of the SGPWA ponds. This project renewal is for 274 units, he stated.

In response to President Covington, Mr. Swanson confirmed that of the estimated 572 homes, 240 will be built on this 93-acre parcel.

President Covington invited public comment. There was none.

Mr. Swanson confirmed for Director Williams the location of the proposed 274 homes. President Covington asked about the remaining 293 homes, noting that the identified parcel does not look big enough. Mr. Swanson will research, and this will be handled at the time of their WSL renewal.

Director Ramirez asked if there were any concerns for the future or anything additional that might need to be requested. Mr. Jagers pointed out that this development was subject to an Environmental Impact Report (EIR) challenge which, in the settlement, provided some acreage in the creek bottom for future recharge under ownership of the City of Beaumont and the District’s ability to use it. This project also provides a recycled water fee which will help get recycled water to Noble Creek Park, he said.

*The Board approved 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) (Noble Creek Vistas Specific Plan) within the City of Beaumont, subject to payment of all fees to the District and securing all approvals from the City of Beaumont by the following roll call vote:*

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

**8. Noble Creek Recharge Facility – Phase I Fencing Project – Notice of Completion**

Mr. Swanson provided background on the contract with Red Hawk Services for \$84,150 and the change order in the amount of \$7,021. The contractors have performed their part, he said, and on September 21, staff performed a field walk and created a short punch list, Swanson continued. This is the Notice of Completion with acknowledges, from the District’s side, that the project is complete and allows the retention amount to be paid, Swanson explained.

The total fiscal impact was \$91,171.97, Swanson reported.

Mr. Jagers clarified the change order for addition of some line poles, a man-gate and realignment of a portion of the fence.

President Covington invited public comment. There was none.

Director Ramirez commented that some contractors bid low in anticipation of adding change orders, but he is confident that under the leadership of Mr. Jagers that this was not the case here.

Director Hoffman noted that the workmanship and materials look good and the District received its money’s worth. Director Slawson added that it looks like a nice, completed project.

*The Board accepted the Notice of Completion for the Noble Creek Recharge Facility Phase I fencing project by the following roll call vote:*

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

**9. Consideration of Vote for Regular Alternate Member for the Riverside Local Agency Formation Commission**

Mr. Jagers pointed out that Director Hoffman’s name is not on the ballot although the Board did vote to nominate him. He apologized on behalf of staff for omitting to transmit the form to the Riverside Local Agency Formation Commission (LAFCO). He introduced the ballot.

President Covington noted the nine candidates. Mr. Markman indicated it takes three votes to support somebody and opined it is next to impossible to rank the candidates as requested. Mr. Jagers reviewed the ballot.

*The Board approved a vote for the following ranking as identified by Director Hoffman:*

1. Szabadi
2. Skerbelis
3. Shorr
4. Bissell
5. Pastor
6. Canero
7. Hoetger
8. Alexander
9. Gin

*by the following roll call vote:*

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

**10. Resolution 2020-24: Amendment to the Beaumont-Cherry Valley Water District Organizational Chart and 2020 Salary Schedule**

General Manager Jagers advised that this was included in the adopted FY 2020 budget and requested the Board make the change. President Covington reported that this item was discussed at the September 28, 2020 meeting of the Personnel Committee.

After robust discussion, the Personnel Committee recommended a title of Director of Information Technology (IT) which is more commensurate with the current duties of the IT Manager, Covington explained. The Committee believed that Chief Technology Officer was too advanced based on the District’s current staffing levels, he said.

Director Williams commented that it is good to get employee titles aligned with their tasks and pay. The District has a great staff, and they should be compensated accordingly, she noted.

Director Ramirez said he appreciated the great summary of the Personnel Committee discussion.

The Board adopted Resolution 2020-24 revising the Beaumont-Cherry Valley Water District 2020 Salary Schedule and Organizational Chart to change the title of Information Systems Manager to Director of Information Technology by the following roll call vote:

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

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

Director of Finance and Administrative Services Yolanda Rodriguez reviewed the report. She pointed to a total of \$111,374 in fees written off as of September 29, 2020 and a total of 51 payment plans requested.

A total of 356 accounts would have been shut off if not for the Governor’s moratorium on shut offs, Rodriguez explained. The number of accounts with balances as of September 29 is not much different than those of last year, she noted.

The total number of District accounts is currently 19,710, she noted. As of September 29, 8,815 of those are paid in full. Mr. Jagers added that the number is at half due to the bi-monthly billing cycle.

Director Ramirez commended Yolanda for providing the information and advised that he was signing off from the meeting.

*Director Ramirez left the meeting at 7:25 p.m.*

Ms. Rodriguez continued with the comparison of cash flow from 2019 to 2020. She noted an increase of \$1.3 million in customer receipts. She explained that the revenue loss is minimal compared to what is being received and reminded the Board of the rate increase. She reiterated the explanations for the large expenditures including imported water purchases.

Under capital-related activities, Rodriguez noted expenditures of \$1.2 million mostly related to the AMR/AMI metering project, and deposits of \$3 million due to increased development activity.

As of September 24, 2020, total cash and investments is \$64.9 million in 2020 compared to September 30, 2019 at \$60 million.

Restricted cash for capital commitments has increased \$4.4 million over 2019, she noted. Unrestricted cash and investments show good reserves in place, Rodriguez explained. The District is still in good standing despite the recession and the COVID-19 situation, she assured.

President Covington asked about the Total Revenue Loss figures and Ms. Rodriguez indicated they are cumulative from January.

President Covington asked about current prohibitions on collecting the credit card processing fee. Mr. Markman indicated the Board can charge the fee. Covington suggested a future Board discussion on reinstating the fee, as it has been 7 months without collecting.

The inactivation fee and the late notification fee are also being waived; Covington noted. Ms. Rodriguez indicated there is no inactivation fee because customers cannot be shut off, and the late notification fee is also being waived. In response to President Covington, Ms. Rodriguez confirmed that these fees can be tabulated on the customers' bills when they will have to resume payment. Director Hoffman added that in addition to the \$1.75 credit card processing fee, the vendor also usually charges a 2 to 2.5 % fee and that money is out of the pocket of the District unless recouped. Ms. Rodriguez explained the \$1.75 is what the District is charged by the bank. She reported that staff believes this is being undercharged and is part of the Miscellaneous Fees study in progress.

President Covington agreed this is good information and indicated he may ask to see a condensed version on a three-month or six-month basis.

## **12. Status of Local Emergency regarding the Impact of the Respiratory Illness Pandemic COVID-19 pursuant to Resolution 2020-07 and Discussion of Lobby Access to Public**

General Manager Jagers acknowledged the interest of the Board in providing public access to the lobby. He noted the County's color code tier system and said that at the state level it is encouraged to work remotely. As a public service activity, he continued, what is enough for public service is to be balanced with keeping people safe and moving forward.

Mr. Jagers asked for Board direction regarding public access.

President Covington noted that a lot has been learned over the last several months and other public agencies are opening lobbies with reduced or staggered staff and reduced hours. He said he would like to see the lobby open to some degree to bring back customers with safeguards in place.

Director Slawson said he had wanted to wait until others re-opened first and would like to see what the City of Beaumont is doing. He pointed out that Eastern Municipal Water District (EMWD) has been open for a while with limited number of people in the building and said he is now willing to consider a re-opening.

Director Hoffman concurred with President Covington. He said he believes the District should be able to have its Board meetings in the Board Room where there is opportunity for social distancing.

Director Williams suggested that part-time a couple of days a week may be a good start for opening. She pointed out that some office personnel may have childcare issues. She suggested rotating staff.

In response to President Covington, Counsel Markman explained that open Board meetings are allowed. Mr. Jagers added that there is social distancing criteria and said that if it is a desire of the Board, staff can move forward. President Covington suggested that attendance would be left up to the individual Board members whether in person or virtual. He directed staff to focus on the Board meetings in

the meeting room and work on an approach to re-opening the lobby and asked for a report back.

Mr. Jagers suggested a soft opening of a couple of days a week with limited hours to evaluate situations before fully opening. He noted concerns due to limited staff due to the size of the organization and avoiding unintended consequences such as staff members utilizing sick time or taking leave due to childcare challenges. He indicated staff will work on a plan.

### **13. Status of Local Emergency regarding the Impact of the Apple Fire pursuant to Resolution 2020-17**

Mr. Jagers pointed out that each of the emergencies affect each other and the response is combined.

Jagers said staff continues to bolster the eastern side of the District in anticipation of activity running out of Noble Creek. He reminded the Board about previously discussed Riverside County Flood Control proposed flood protection activities on District property south of the Bogart Park entrance and advised that a right of entry is moving forward. Comments from District Counsel were delivered back to Flood Control, and they concur, he advised.

### **14. Status of Local Emergency regarding the Impact of the El Dorado Fire pursuant to Resolution 2020-20**

Mr. Jagers reported that a local area grading contractor was hired, and earthen berms were created to better convey debris flows in areas of risk. There is additional work to be done by BCVWD crews, he added.

Staff is working with Flood Control and the San Geronio Pass Water Agency, Jagers stated. He described additional work.

### **15. Reports For Discussion**

#### **a. Ad Hoc Committees:**

Director Williams reported that the Ad Hoc Communications Committee meeting was postponed.

#### **b. General Manager**

Mr. Jagers presented a PowerPoint and reviewed the District's recent activities including the Bogart Park plaque dedication.

He noted that the Riverside County has identified significant numbers of evacuation areas encompassing quite a bit of Cherry Valley. Problems are anticipated and the District will most likely be affected, Jagers advised. He detailed additional work and stressed the partnership with Flood Control.

Staff is also working on the 2021 budget, the AMR/AMI project, capacity charges (facilities fees) study and miscellaneous fee study, developer support, and the CIP projects, Jagers advised.

Jagers noted the need to drill wells 1A and 2A as soon as possible. The intent is to bring back a bid in the near future, he said.

Temporary staff members are working out well and the hiring of additional staff is moving forward, Jagers reported, including for support for the AMR/AMI project. Hiring had been stalled due to funding concerns, he noted.

Jagers advised that as much water is being recharged as possible before it starts raining and indicated he was glad the purchase of additional water was approved.

The State Water Project east branch is scheduled to be shut down in January 2021 for maintenance, he reported.

Jagers presented the recharge activity report. Currently, about 8,176.5 AF has been added to date, he said.

Jagers told the Board that extractions from the Beaumont Basin in 2020 are more than in 2018 and 2019. He noted that the District has been feeding water to the City of Banning on an emergency basis due to power outages; they are entitled to it, he explained. Production is not out of line given people staying at home and using more water, Jagers noted. From Edgar Canyon, he continued, production is running a little above average. Staff is monitoring.

Jagers reported damage to the new Noble Creek fence by a falling tree limb and that a couple of locks were cut. President Covington suggested “no trespassing” signs. Mr. Jagers said anti-cut locks were also considered but a concern of field staff is that if something cannot be cut, the fence may be cut instead resulting in a larger repair.

c. Directors’ Reports:

Director Williams and President Covington commented on the Bogart Park plaque dedication and their history with the Park.

d. Legal Counsel Report: None.

## 16. Announcements

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

- Engineering Workshop: Thursday, October 22, 2020 at 6:00 p.m.
- Collaborative Agencies Committee Meeting: Wednesday, November 4, 2020 at 5:00 p.m. (*in-person meeting at Beaumont Library; also available via Zoom*)
- Regular Board Meeting: Wednesday, November 4, 2020 at 6 p.m. (*Note date change due to holiday*)
- Finance and Audit Committee Meeting: Thursday, November 5, 2020 at 3:00 p.m.

- District Offices will be closed on Wednesday, Nov. 11 in observance of Veterans Day
- Engineering Workshop: Thursday, November 19, 2020 at 6:00 p.m. (*Note date change due to holiday*)
- Association of California Water Agencies Virtual Fall Conference: Dec. 2-3

**17. Action List for Future Meetings:**

Water Supply for the region  
 Reinstatement of fees waived due to COVID-19  
 Matrix for delivery of recycled water

**18. Convened in Closed Session: 8:13 p.m.**

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

Reconvened in Open Session: 8:37 p.m.

*Director Hoffman left the meeting at 8:37 p.m.*

**19. Report on Closed Session**

*President Covington announced there was no reportable action taken during Closed Session.*

**20. Adjournment**

*President Covington adjourned the meeting at 8:38 p.m.*

ATTEST:

*DRAFT UNTIL APPROVED*

*DRAFT UNTIL APPROVED*

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

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



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

**MINUTES OF REGULAR MEETING – ENGINEERING WORKSHOP  
OF THE BOARD OF DIRECTORS**  
Thursday, October 22, 2020 at 6:00 p.m.

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

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**Call to Order: President Covington**

*President Covington began the meeting at 6:04 p.m.*

*Pledge of Allegiance was led by President Covington.*

*Invocation was given by Director Ramirez.*

**Announcement of Teleconference Participation**

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

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

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

**Roll Call:**

Directors present:	Covington, Hoffman, Ramirez, Slawson, Williams
Directors absent:	None.
Staff present:	General Manager Dan Jagers Director of Finance and Administrative Services and Recording Secretary Yolanda Rodriguez Senior Engineer Mark Swanson Assistant Director of Operations James Bean

	Administrative Assistant Brandy Llanes
Legal Counsel	James Markman

Members of the public who registered their attendance: None.

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

**Public Comment:** None.

- 1. Adjustments to the Agenda:** None.
- 2. Consideration of Attendance at the Association of California Water Agencies Annual Fall Conference (Virtual) December 2 – 3, 2020**

General Manager Jagers asked if any Board members were interested in attending, or having staff attend. He pointed out that a virtual conference is more cost effective, with no needed hotel rooms. The registration fee is \$375, and director per diems would apply, he noted.

President Covington, Director Williams, Director Slawson and Director Ramirez indicated interest.

- 3. Report City of Beaumont Wastewater Treatment Plant Upgrade Status, and Planned Recycled Water Facilities, and Implementation Progress Update**

General Manager Jagers advised that the City of Beaumont has installed all system components, the permit for discharge has been obtained from the Regional Water Quality Control Board, and the process of Title 22 water production is slated to begin by the end of the year. BCVWD staff has been working in parallel, Jagers noted.

Mr. Jagers reviewed the tasks related to the project. He noted that the City has obtained the change permit from the Division of Water Rights, is finalizing the commissioning of the wastewater treatment plant, and has completed the Brine Line phases 1 and 2.

BCVWD staff worked with City staff to finalize a hydraulically sufficient site for the pumping plant and storage activity, Jagers reported. Preliminary design work has begun, he advised. Jagers explained details of the construction on the pumping plant.

Jagers reminded the Board that there is not yet an agreement in place, but staff has moved forward on items to compress the design schedule. The Memorandum of Understanding between the City of Beaumont and BCVWD was completed in June 2019 and the District made an application for a grant and for a State Revolving Fund loan, but was unsuccessful, Jagers explained. The Agreement was stalled at the City due to COVID-19, so the District produced a draft a few weeks ago, he noted. Once legal counsel has reviewed, it will be taken to the City, Jagers advised.

Activities to come include staff training, workshops for BCVWD customers, finalizing the recycled water use regulations, site supervisor training, developing recycled water user agreements, field-verifying potable and non-potable water main maps, cross-connection testing, development of plans for recycled water use area signage, preparation of Title 22 engineering report for the recycled water distribution, and application for the general water reclamation permit, Jagers advised. He assured the Board that large expenditures go hand in hand with the agreement with the City.

Jagers estimated that the pumping facility design could be completed in the spring of 2021 and constructed in the spring or summer of 2022.

Staff has begun compression of the design phase for the booster station, Jagers indicated. A staff position has been budgeted but has been on hold due to COVID, he explained. The consulting fees may range from \$400,000 to \$800,000 which would be funded via capacity charges (facilities fees) paid by developers, as it is a new water supply source, he advised.

Jagers stated that delivery of recycled water into the system is achievable in the 2021 to 2022 time frame.

President Covington asked about coordination with the City of Beaumont. Mr. Jagers explained that when COVID-19 became an issue, interaction was suspended, and activity has stalled a little bit. Other delay issues were related to ownership of the recycled water and crafting of the agreement, he said.

Director Slawson wondered if the Title 22 water to be delivered starting in December would just flow down the creek until BCVWD is ready to receive it. Mr. Jagers acknowledged and estimated a year or two before it could be accepted. There will be a period when it is discharged and not used. Jagers noted it would not hurt to see 6 months of operation to ensure that BCVWD is comfortable with the quality of water produced.

In response to Director Hoffman, Mr. Jagers explained that 35 to 40% of the total water used is delivered to meters owned by the City. Another 35 to 40% goes to the Four Seasons community which has a lot of open space and more irrigation than average, he continued. Sundance, Three Rings Ranch, and Fairway Canyon also get recycled water, he said. Director Hoffman pointed out that summer consumption of recycled water is 6 times more than in wintertime; Jagers confirmed and noted that newer construction under new landscape laws is changing that. He pointed out other developments will be coming online such as the Beaumont Sports Park and Noble Creek Park. He noted that the schools have opportunity for recycled water connection but currently there is varied use.

Director Hoffman reminded that he is on the Ad Hoc Water Re-Use Committee and pointed out that what is to be paid to the City for purchase of the water is still unresolved. Mr. Jagers acknowledged that that is part of the reason the agreement is stalled although there has been discussion with the City Manager.

Director Hoffman suggested it would be beneficial to the Board to become more educated on potential costs and what might be a reasonable amount to pay for recycled water purchased from the City. He noted that the San Timoteo Canyon has been receiving some discharged water and this may need to continue. He suggested that excess recycled water in the wintertime may be used for recharge.

President Covington indicated agreement with Hoffman and asked about development of the rate. Mr. Jagers noted that the recently-adopted rate structure has a component for a recycled water pass-through charge. The City is in the process of completing a wastewater treatment master plan which will help understand the cost components, he added. Jagers detailed the crafting of the rate and said he has heard there may be an increase in expected costs.

President Covington asked if the pass through rate included the permitting cost. Mr. Jagers said such cost would be covered under capacity charges (facilities fees) deposits as it includes a recycled water component. Mr. Jagers suggested review of the draft implantation plan at an upcoming meeting.

Director Williams asked for a copy of the presentation.

President Covington invited public comment. There was none.

#### **4. Legislative Update**

President Covington acknowledged the report. Director Hoffman asked if there were any items that jumped out. Mr. Swanson explained the report preparation process and noted that if something pops up staff forwards it to the relevant department. He reminded the Board about support and opposition letters.

President Covington noted that some items at the federal level will affect the states such as a revision to the lead and copper rule and improved consumer confidence reports. He pointed out the state authority for Mandatory Assessment for Consolidation of Water Systems and a potential federal moratorium on water disconnects for lack of payment. He indicated that the District should comment on those issues.

#### **5. General Manager's Report**

Mr. Jagers reported that this week, staff with legal counsel executed a temporary construction easement with Riverside County Flood Control. He detailed some of the work completed and in progress and said that comment from the public is anticipated.

Jagers advised that there are equestrian trails on District property that may need to have access limited during the Flood Control construction period.

Mr. Jagers reminded the Board that water deliveries have been at 31 cfs and delivery is expected to be complete November 16. The San Geronio Pass Water Agency (SGPWA) indicated additional carry over for next year, he reported, and reviewed the available water which results in a 1,300 AF holdback in the next year.

Jagers provided detail on the Flood Control plans. He noted that reports have been completed on the Apple Fire and El Dorado Fire. Jagers answered questions from President Covington about debris flow meetings.

#### **6. Topics for Future Meetings:**

*None added.*

## 7. Announcements

*Pursuant to Governor's Executive Order N-33-20, all BCVWD Board and Committee meetings will be held via teleconference and/or video teleconference until further notice or unless otherwise indicated below. President Covington read the following announcements:*

- Collaborative Agencies Committee Meeting: Wednesday, Nov. 4, 2020 at 5:00 p.m. (*in-person meeting at Beaumont Library; also available via Zoom*)
- Regular Board Meeting: Wednesday, Nov. 4, 2020 at 6 p.m. (*Note date change due to holiday*)
- Finance and Audit Committee Meeting: Thursday, Nov. 5, 2020 at 3:00 p.m.
- District Offices will be closed on Wednesday, Nov. 11, 2020 in observance of Veterans Day
- Engineering Workshop: Thursday, Nov. 19, 2020 at 6:00 p.m. (*Note date change due to holiday*)
- Personnel Committee Meeting: Monday, Nov. 23, 2020 at 5:30 p.m.
- Association of California Water Agencies Virtual Fall Conference: Dec. 2-3, 2020

Mr. Jagers added that there is a meeting of the San Geronio Pass Water Alliance on Wednesday, October 28.

## 8. Convened in Closed Session: 7:09 p.m.

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

Reconvened in Open Session: 8:15 p.m.

## 9. Report on Closed Session

*President Covington announced there will be an amendment to the General Manager's contract that will come back to the Board of Directors for approval at the November 4, 2020 Board meeting.*

## 10. Adjournment

*President Covington adjourned the meeting at 8:15 p.m.*

ATTEST:

DRAFT UNTIL APPROVED

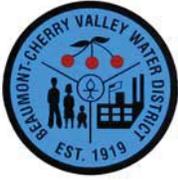
DRAFT UNTIL APPROVED

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

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



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
November 4, 2020**

Item 3

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Grant of Right of Entry and Temporary Construction Easement Agreement between the Beaumont-Cherry Valley Water District (Grantor) and the Riverside County Flood Control and Water Conservation District**

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**Staff Recommendation**

Receive and file the Right of Entry and Temporary Construction Easement Agreement between the Beaumont-Cherry Valley Water District (Grantor) and the Riverside County Flood Control and Water Conservation District (District) dated October 22, 2020.

**Background**

On July 31, 2020, the Apple Fire broke out in the foothills above Beaumont and burned a total of 33,424 acres. This was closely followed by the El Dorado Fire which started on September 5, 2020 and burned 22,680 acres across Cherry Valley and onto District property.

A team of experts from State and Federal agencies evaluated the soil impacts following the fires. The USDA Forest Service Burned Area Report<sup>1</sup> indicates that more than 60% of the San Geronio headwaters watershed was burned, and significant portions of Little San Geronio Creek and other areas that require emergency stabilization. The report identified that 28% of the fire area has severe soil erosion hazard, and another 54% of the area was classified as moderate.

Recently burned areas are at a greater risk of mudflows and flash floods. Fires eliminate vegetation that can hold soil and rocks in place and charred ground may be unable to absorb water.

The Report describes some danger from damaging rainstorms that could result in catastrophic runoff: "Two common storm types that could cause significant damage within the burn area are monsoonal thunderstorms and storms related to atmospheric rivers. Short duration, high intensity storms (such as a monsoonal thundershowers) frequently trigger debris flows. The second storm type is a long duration storm, commonly linked to atmospheric rivers."

**Summary**

In ongoing reports to the Board related to local declarations of emergency (Resolutions 2020-17 – Apple Fire and 2020-20 – El Dorado Fire), at its meeting of October 14, 2020 and previous meetings, the General Manager described to the Board ongoing collaboration with the Riverside County Flood Control District (Flood Control) related to preparation for potential debris flow impacts in the event of rain, and advised that this agreement would be moving forward quickly.

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<sup>1</sup> [https://inciweb.nwcg.gov/photos/CABDF/2020-08-09-2259-Apple-PostFire-BAER/related\\_files/pict20200810-143118-0.pdf](https://inciweb.nwcg.gov/photos/CABDF/2020-08-09-2259-Apple-PostFire-BAER/related_files/pict20200810-143118-0.pdf)



To protect BCVWD facilities and the community, Flood Control and BCVWD are engaged in various activities to manage or control debris flow. These activities take place on BCVWD property located in three general areas described further in said agreement and it is in the best interest of BCVWD to provide access to Flood Control to perform needed work. This Agreement formalizes the collaboration between the agencies and allows access to Flood Control to continue its work.

As part of the combined proactive response to mitigate potential impacts, Flood Control has identified three areas of significant projects located on and next to BCVWD property as follows:

1. Noble Creek (south of Bogart Park) for the installation of debris capturing structures (currently under construction)
2. Little San Geronio Creek Spreading Basins (Near Orchard Avenue at Little San Geronio Creek for revisions to the existing basins to improve debris capturing activities and installation K-rail and “Hesco” flood control management containers which have been installed to manage debris flow and improve direction of out of channel flood flows back into the streambed..
3. Beaumont Bridge – Noble Creek Crossing (north of Brookside Avenue). Work to be performed includes flood fighting at the Beaumont Avenue Bridge and use of BCVWD to store equipment and manage removed debris prior to disposal of same.

### **Fiscal Impact**

There will be minor costs for review of the Agreement by District Legal Counsel and staff interaction with Flood Control Staff.

### **Attachments**

Right of Entry and Temporary Construction Easement Agreement

BEAUMONT-CHERRY VALLEY WATER DISTRICT,  
(herein referred to as "Grantor")  
and

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,  
a body politic  
(herein referred to as "DISTRICT")

Project: Emergency Work along Noble  
Creek and Little San Geronio Creek  
Project Nos. 5-0-00020 and 5-0-00010  
APNs: 401-142-036, 401-210-010,  
403-200-007, 401-060-020, 401-060-017,  
401-131-006, 401-110-029, 403-261-024,  
403-262-010, 403-262-011 and 403-252-023

RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

RECITALS

- A. Grantor is the owner of certain real properties located in the city of Beaumont and in the County of Riverside, State of California, with Assessor's Parcel Numbers 401-142-036, 401-210-010, 403-200-007, 401-060-020, 401-060-017, 401-131-006, 401-110-029, 403-261-024, 403-262-010, 403-262-011 and 403-252-023 ("Property") and has the right to grant to DISTRICT permission to enter upon and use the Property.
- B. DISTRICT desires to obtain Grantor's permission, and Grantor desires to accommodate DISTRICT's request to enter upon and use the Property on a temporary basis for all purposes necessary to facilitate and accomplish the staging, construction and maintenance of emergency measures to protect the public from increased flood and debris risk following the Apple and El Dorado Fires.
- C. The DISTRICT understands that this right to use the Property is non-exclusive, and the Grantor may still use the property for any purposes deemed necessary by the Grantor. If Grantor has need to use the Property in such manner or time as would conflict with the rights granted to the DISTRICT, the Grantor and the DISTRICT intend to coordinate as needed to minimize delays or disruption.

NOW, THEREFORE, Grantor and DISTRICT do hereby agree as follows:

- 1. The non-exclusive right is hereby granted to DISTRICT to enter upon and use the Property for all purposes necessary to facilitate and accomplish the staging, temporary storage of debris, construction of flood prevention structures and associated features, and maintenance and grading of the Property to assist with flood protection as deemed necessary to protect the public. Activities may include but are not limited to those listed in the table below. Grantor shall grant no rights to third parties that are inconsistent with the reasonable exercise by DISTRICT of its rights under this Agreement.

The activities of District hereunder shall occur as located in specific portions of the Property.

EXHIBIT	AREA REQUIRED	ACTIVITY/WORK
A	<ul style="list-style-type: none"> <li>• Full APN 401-142-036 (15.67 Acres)</li> <li>• Partial APN 401-210-010 (approx. 5.60 Acres)</li> </ul>	Ingress and egress, construction, maintenance of bollards, staging area for temporary debris storage/removal, and regrading/restoring existing creek to original condition (as far as possible).
B	<ul style="list-style-type: none"> <li>• Partial APN 403-200-007 (approx. 4.95 Acres)</li> </ul>	Ingress and egress, staging area for temporary debris storage/removal, grading as necessary to facilitate the above-described work, and regrading to restore the parcel to the original condition following completion of activities.
C	Full APNs: <ul style="list-style-type: none"> <li>• 401-060-020</li> <li>• 401-060-017</li> <li>• 401-131-006</li> <li>• 401-110-029</li> <li>• 403-261-024</li> <li>• 403-262-010</li> <li>• 403-262-011</li> <li>• 403-252-023</li> </ul>	Ingress and egress, grading to create weir structures/openings between recharge basins, concrete structures with bollards located at weir structures, deployment of flood barriers (K-rails, HESCO bags), construction of small ditches/berms to drain overflows back into the creek, staging area, temporary storage and removal of debris, and grading as necessary to restore the parcel to the original condition.

2. Notices: The Parties agree to the following minimum noticing requirements with respect to use of the Property.

DISTRICT shall provide written or oral notice to Grantor at least forty-eight (48) hours prior to the initial mobilization onto the Property. During periods of active use of the site by DISTRICT, Grantor agrees to notify DISTRICT at least 48 hours prior to any planned activities by Grantor on the site, to allow coordination of the activities and to minimize delays and/or interference with each other.

Notices shall be sent to:

BEAUMONT-CHERRY VALLEY WATER DISTRICT:  
 Daniel K. Jaggars  
 General Manager  
 951.845.9581  
 Dan.jaggars@bcvwd.org

DISTRICT:  
 Claudio M. Padres  
 Chief of Design and Construction Division  
 951.955.8170  
 cmpadres@rivco.org

3. Term: The rights granted herein may be exercised by DISTRICT for a period of sixty (60) months ("Term") commencing upon the completion of said forty-eight (48) hour notice period. The five (5) year term is due to post-fire potential for debris flow. Extensions of this term beyond 60-months may be granted in 12-month increments upon written approval by both Parties.
4. It is understood that DISTRICT may enter upon Grantor's Property where appropriate or designated for the purpose of attaining access for staging, construction and maintenance to and from the Temporary Construction Easement Area (TCE Area). This access may necessitate temporary removal or relocation of existing fencing, addition of gates, grading of access or similar measures. DISTRICT agrees to ensure that the site is secured during use to a similar level as exists prior to DISTRICT's use of the Property.
5. Condition upon Expiration: At the termination of the period of use of Grantor's land by DISTRICT but before its relinquishment to Grantor, debris generated by DISTRICT's use will be removed, fencing or other property will be restored, and the surface will be graded to restore the Property, as near as feasible, to the original and neat condition. If DISTRICT desires to continue to maintain flood control structures on the Property following the term of this Agreement, DISTRICT understands that additional agreements or easements will need to be acquired from Grantor.
6. The DISTRICT shall indemnify and hold harmless Grantor and its directors, officers and employees from and against all liabilities, including, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to, reasonable attorneys' fees, that arise from any activities performed by DISTRICT within any portion of Grantor's land (collectively, "Claims").  
  
 Grantor shall indemnify and hold harmless DISTRICT and its Board of Supervisors, directors, officers and employees from and against all liabilities, including, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, that arise from any activities performed by Grantor within any portion of the Property (collectively, "Claims").
7. Grantor hereby warrants that they are the owners of the Property described above and that they have the right to grant DISTRICT permission to enter upon and use the Property. Grantor further agrees to indemnify DISTRICT and its respective directors, Board of Supervisors, elected and appointed officials, employees, agents, representatives, successors and assigns from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses, including, without limitation, attorneys' fees, whatsoever arising from or caused in whole or in part, directly or indirectly, by any breach of Grantor's

representations, warranties or covenants provided in this Agreement, and by the use of the Property by Grantor.

8. This Agreement is the result of negotiations between the Parties hereto. Each party acknowledges that in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein and is a complete and exclusive statement of the terms and conditions thereof. This Agreement shall not be changed, modified or amended except upon the written consent of the Parties hereto.
9. This Agreement supersedes any and all other prior agreements or understanding, oral or written, in connection thereunder.
10. Grantor and their assigns and successors in interest shall be bound by all the terms and conditions contained in this Agreement. Shall Grantor sell the land, Grantor shall no longer be bound by all terms and conditions in this Agreement. The new Grantor shall be bound by all terms and conditions in this Agreement.
11. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto hereby waive all provisions of law providing for a change of venue of such proceedings to any other county.

[Signature provisions on next page]

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. No obligation other than those set forth herein will be required.

Date: 10-22-2020  
(date to be filled in by General Manager-Chief Engineer)

MAILING ADDRESS OF DISTRICT:

1995 Market Street  
Riverside, CA 92501

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT,  
a body politic**

By:   
JASON E. UHLEY  
General Manager-Chief Engineer

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By:   
for SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

MAILING ADDRESS OF GRANTOR:

560 Magnolia Avenue  
Beaumont, CA 92223

GRANTOR:

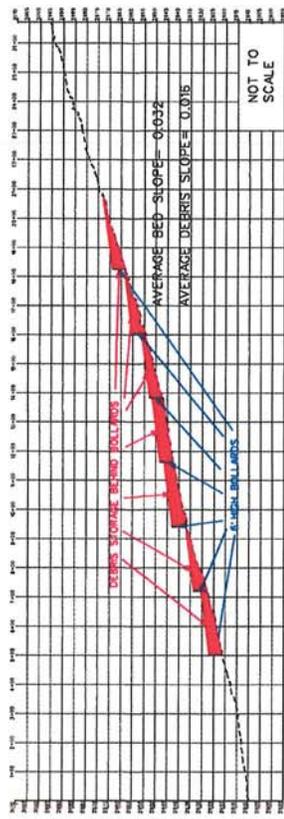
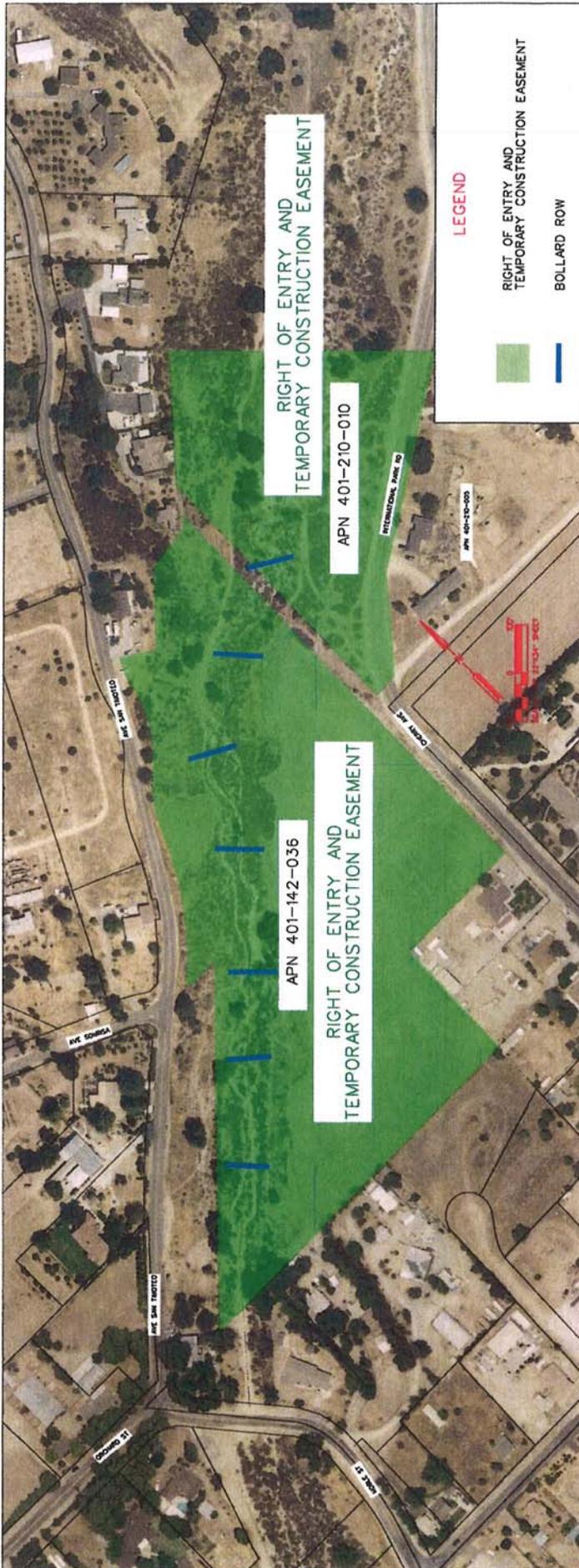
**BEAUMONT-CHERRY VALLEY WATER  
DISTRICT**

By: 

Date: 10/21/2020

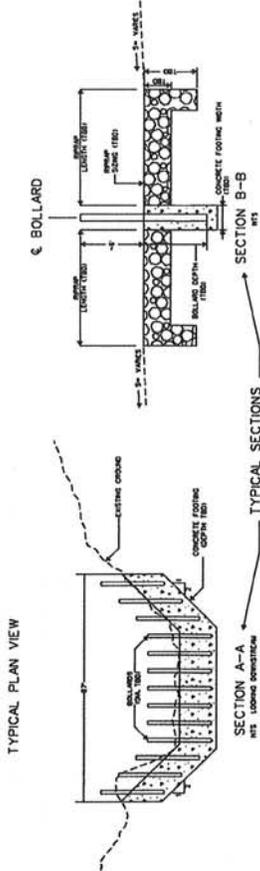
Project: Nobel Creek and Little San Geronio Creek  
Project Nos. 5-0-00020 and 5-0-00010  
APNs: 401-142-036, 401-210-010,  
403-200-007, 401-060-020, 401-060-017,  
401-131-006, 401-110-029, 403-261-024,  
403-262-010, 403-262-011 and 403-252-023

MH:rlp  
10/21/20



DEBRIS HAS A MAXIMUM STORAGE HEIGHT EQUAL TO THE BOLLARD HEIGHTS, +6  
 LENGTH BETWEEN FIRST AND LAST BOLLARDS: 1325 FEET  
 ELEVATION DIFFERENCE OF EXISTING GROUND: 42 FEET  
 BOLLARD ROW SPACING ~221 FEET

PRELIMINARY  
 SUBJECT TO REVISION



NOTE: DEBRIS CAPTURE STRUCTURES/DIMENSIONS SUBJECT TO CHANGE/NOT FINAL

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT	PROJECT NO. 5-0-00020-00
APPLE FIRE UPPER NOBLE CREEK	DRAWN BY: J. SHIM
EXHIBIT A	DATE: 09/22/2020



BEAUMONT AVE

CHERRY VALLEY BLVD

APN 403-200-007

BROOKSIDE AVE

**LEGEND**

STORM DRAIN INLETS AND OUTLETS  
TO BE PROTECTED IN PLACE

RIGHT OF ENTRY AND  
TEMPORARY CONSTRUCTION EASEMENT

PROPERTY LINES



RIVERSIDE COUNTY FLOOD CONTROL  
AND  
WATER CONSERVATION DISTRICT

BEAUMONT BRIDGE/NOBLE CREEK  
FLOOD FIGHTING AREA

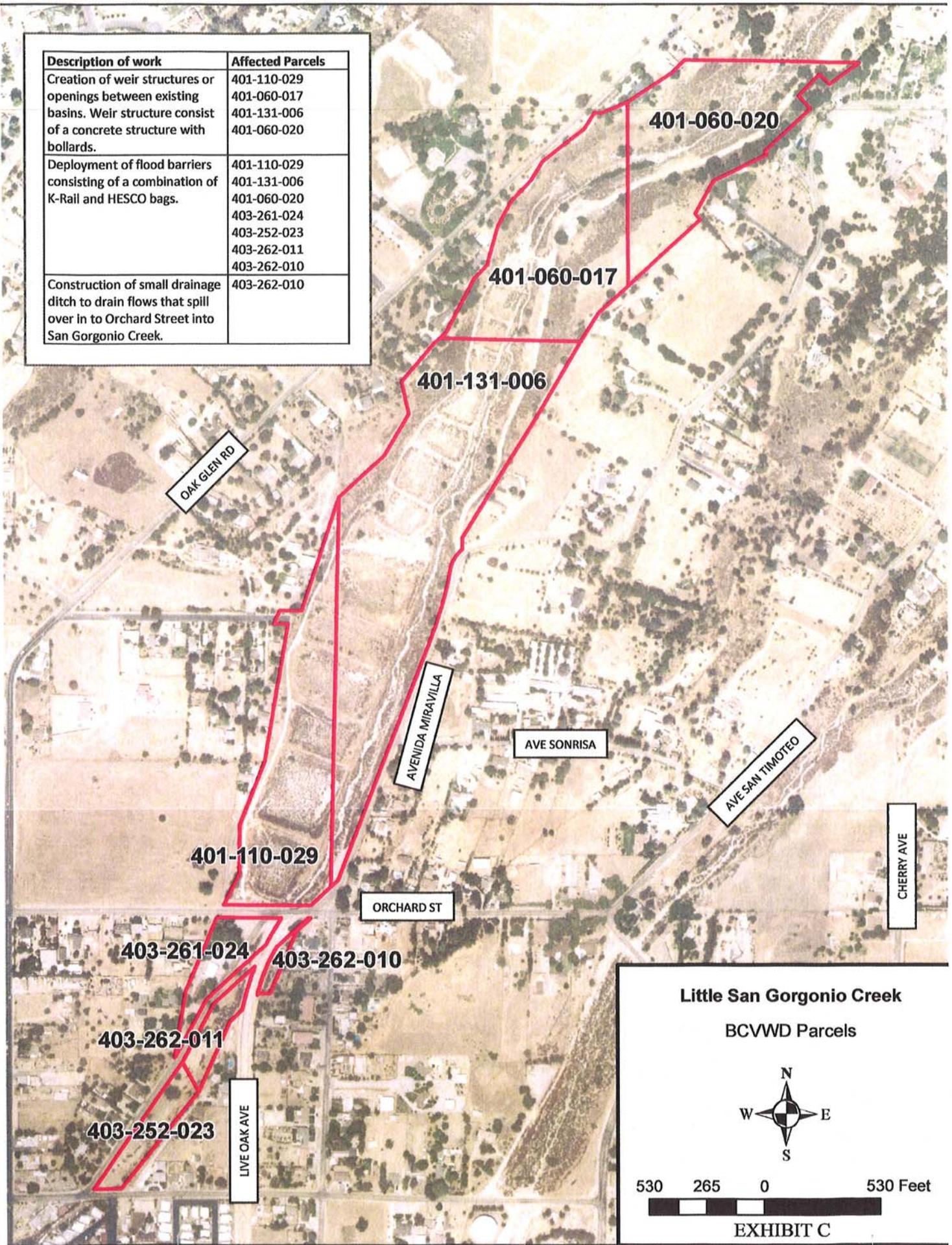
EXHIBIT B

PROJECT NO.  
5-0-00020

DRAWN BY: J. SHIM

DATE 09/30/2020

Description of work	Affected Parcels
Creation of weir structures or openings between existing basins. Weir structure consist of a concrete structure with bollards.	401-110-029 401-060-017 401-131-006 401-060-020
Deployment of flood barriers consisting of a combination of K-Rail and HESCO bags.	401-110-029 401-131-006 401-060-020 403-261-024 403-252-023 403-262-011 403-262-010
Construction of small drainage ditch to drain flows that spill over in to Orchard Street into San Gorgonio Creek.	403-262-010



**Little San Gorgonio Creek**  
BCVWD Parcels

**EXHIBIT C**



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
November 4, 2020**

Item 6

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Consideration and Possible Approval Regarding Proposed Changes to Contract, Salary and / or Fringe Benefits of General Manager**

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**Staff Recommendation**

If desired, consider and approve:

1. The first amendment to the contract of General Manager Daniel K. Jagers
2. A Cost of Living Adjustment and / or Merit Increase in Salary

**Background**

The BCVWD General Manager was hired and the Board approved the original employment contract at its meeting of October 11, 2017. The term of the initial Agreement was for 3 years with an automatic renewal on anniversary date upon the same terms and conditions for successive 3-year terms.

**Summary**

1. First Amendment to Contract

The General Manager and District Legal Counsel have prepared the attached amendment to the General Manager's Employment Agreement for Board review, consideration and possible approval. Said amendment proposes two areas of revision to the existing contract as follows:

- a. The change in timing of the General Manager's annual evaluation and definition of performance objectives from January to October is recommended to facilitate the BCVWD annual budget process.
  - b. A section on availability of a 401(a) Deferred Compensation Plan is also recommended to be added.
2. Consideration of a Cost of Living Adjustment and Merit Increase in Salary

The Consumer Price Index for all Urban Consumers August 2019 to August 2020 indicates an increase of 1.3%. All BCVWD regular employees will receive this COLA adjustment in 2021 per the Employee Memorandum of Understanding. The Board may consider adjusting the salary of the General Manager to mirror the employees' increase.

Pursuant to Section 6.1 of the General Manager's Employment Agreement, the Board of Directors may consider making reasonable adjustments to the annual salary of Employee



as the Board may deem appropriate. The General Manager's last raise was in January, 2019 at a rate of 5%.

**Fiscal Impact**

To be determined based on Board direction.

**Attachments**

Proposed First Amendment to Employment Agreement for General Manager Daniel K. Jagers

Current General Manager contract dated October 11, 2017

BCVWD 2020 Salary Matrix

**FIRST AMENDMENT TO  
EMPLOYMENT AGREEMENT BETWEEN  
BEAUMONT-CHERRY VALLEY WATER DISTRICT AND  
DANIEL K. JAGGERS**

**THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT** (this “First Amendment”) is made and entered into as of October 14 or 22, 2020 (“Effective Date”), by and between **BEAUMONT-CHERRY VALLEY WATER DISTRICT** (hereinafter referred to as “District”) and Daniel K. Jagers (hereinafter referred to as “Jagers” or “Employee”).

Except as modified in this First Amendment, the Employment Agreement originally dated October 12, 2017 (“Agreement”) between the District and the General Manager shall remain in full force and effect.

The parties to this First Amendment agree to the following changes and additions:

**Replace Section 6.1 in its entirety with the following:**

**6.1 Performance Evaluation - Merit Adjustment.** On or about ~~January-October~~ of each year, commencing ~~January-October 2020~~2019, the District’s Board of Directors shall evaluate the performance of Employee and other relevant factors and shall consider making reasonable adjustments to the annual salary of Employee as the Board may deem appropriate, in accordance with such evaluation. The District Board of Directors shall meet and confer with Employee in regard to such evaluation and the conclusions to be reached therefrom. Salary adjustments, if any, shall be effective the following ~~February~~January. However, it is understood that the District makes no commitment to increase or otherwise adjust Employee salary at any particular time on any regular basis. Failure of the Board to conduct regularly scheduled performance evaluations shall not prohibit the Board from terminating this Agreement in accordance with Section 14.2.

**Replace Section 6.2 in its entirety with the following:**

**6.2 Performance Objectives.** On or about ~~January-October~~ of each year, commencing ~~January-October 2020~~2018, the Board of Directors and Employee shall define goals and performance objectives that they determine necessary for the proper operation of the District and for the attainment of the Board of Director’s policy objectives, and shall establish a relative priority among those various goals and objectives which shall be reduced to writing. Such goals and objectives shall reasonably be attainable within the time limitations, as specified, and the annual capital budgets and operating appropriations approved by the Board of Directors.

**Add Section 6.11 as follows:**

**6.11 401(a) Deferred Compensation Plan.** The District will adopt and establish a qualified pension plan pursuant to Section 401(a) of the Internal Revenue Code for the benefit of the Employee. The District will not make contributions to said 401(a) pension plan, however, the District will be responsible for all expenses associated with said 401(a) pension plan during the term of this Agreement, including but not limited to administrative services fees and commissions.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective October, 14 or 22, 2020.

**JAGGERS**

\_\_\_\_\_  
Daniel K. Jagers

**DISTRICT**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

By \_\_\_\_\_  
John Covington, President

By \_\_\_\_\_  
David Hoffman, Vice President

**EMPLOYMENT AGREEMENT BETWEEN  
BEAUMONT-CHERRY VALLEY WATER DISTRICT AND  
DANIEL K. JAGGERS**

**THIS EMPLOYMENT AGREEMENT** (this "Agreement") is made and entered into as of October 11, 2017 ("Effective Date"), by and between **BEAUMONT-CHERRY VALLEY WATER DISTRICT** (hereinafter referred to as "District") and Daniel K. Jagers (hereinafter referred to as "Jagers" or "Employee").

**RECITALS**

A. **WHEREAS**, the District is a local public agency organized and operating pursuant to Division 11 of the California Water Code; and

B. **WHEREAS**, on or about October 11, 2017, the District's Board of Directors appointed Jagers as the District's General Manager; and

C. **WHEREAS**, the Employee is familiar with the position's legal requirements, industry standards, and responsibilities; and

D. **WHEREAS**, the Employee represents and warrants that he has the skills and ability to serve in such position and wishes to accept such employment; and

E. **WHEREAS**, the District's Board of Directors wishes to engage the services of Employee as the General Manager of the District and to induce Employee to remain in such a position and to enter into an Employment Agreement with Jagers on the terms and conditions provided herein;

**NOW, THEREFORE**, the parties agree as follows:

**AGREEMENT**

**1.0 Incorporation of Recitals.** The Recitals set forth above are hereby made a part of this Agreement and are incorporated herein as though set forth in full by this reference.

**2.0 Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and this Agreement shall supersede all prior agreements between the parties on this subject matter.

**3.0 Employment.** The District hereby employs Jagers who accepts such employment, to serve as its General Manager. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties and such legally permissible further duties and functions as shall from time to time be assigned by the Board of Directors. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirement. Employee agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with industry standards of the profession. Employee shall also comply with

District Policy and Procedures manual (including any future updates as approved by Board), which also includes conflict of interest policy, ethics provisions, and shall attend ethics classes every other year or as required by law. Without limiting the generality of the foregoing, Employee understands and agrees that this position is an exempt, salaried, full time position (40 hours per week minimum) with regular required office hours as provided for in this Agreement, including time outside normal business office hours such as attending Board and other agency meetings. Employee shall not be entitled to additional compensation for such time. Employee shall begin his employment as General Manager on October 11, 2017 and shall continue until said employment is terminated as provided herein. Employee agrees and understands that he will report for work as necessary regardless of regularly scheduled hours, scheduled leave, or holidays.

**4.0 Term and Renewal.** This Agreement shall be effective as of October 11, 2017. The term of this Agreement shall be for three (3) years through October 10, 2020, unless sooner terminated or extended by the parties as set forth in this Agreement.

**4.1 Extensions.** Effective on the anniversary date of this Agreement, it shall be automatically renewed upon the same terms and conditions for successive three (3) year terms unless otherwise terminated pursuant to Section 14.0

**5.0 At-Will.** It is expressly understood that Employee in his capacity as General Manager is a contracted employee serving at the pleasure of the Board, subject to termination pursuant to the terms of this Agreement, and with no right to any hearing or appeal, including any so called *Skelly* conference, other than the rights expressly provided in this Agreement. Jagers' employment with District is "at-will", which means that either Jagers or District may terminate this Agreement, and Jagers' employment, at any time, with or without cause. Any modification of the "at-will" nature of the employment relationship must be in writing and executed by both Jagers and the District's Board of Directors.

**6.0 Compensation. Initial Annual Compensation.** Jagers shall be paid an annual base salary of \$196,356.00. Said compensation shall be paid in equal bi-weekly payments.

**6.1 Performance Evaluation - Merit Adjustment.** On or about January of each year, commencing January 2019, the District's Board of Directors shall evaluate the performance of Employee and other relevant factors and shall consider making reasonable adjustments to the annual salary of Employee as the Board may deem appropriate, in accordance with such evaluation. The District Board of Directors shall meet and confer with Employee in regard to such evaluation and the conclusions to be reached therefrom. Salary adjustments, if any, shall be effective the following February. However, it is understood that the District makes no commitment to increase or otherwise adjust Employee salary at any particular time on any regular basis. Failure of the Board to conduct regularly scheduled performance evaluations shall not prohibit the Board from terminating this Agreement in accordance with Section 14.2.

**6.2 Performance Objectives.** On or about January of each year, commencing January 2018, the Board of Directors and Employee shall define goals and performance objectives that they determine necessary for the proper operation of the District and for the attainment of the Board of Director's policy objectives, and shall establish a relative priority among those various goals and objectives which shall be reduced to writing. Such goals and objectives shall reasonably be attainable within the time limitations, as specified, and the annual capital budgets and operating appropriations approved by the Board of Directors.

**6.3 Overtime Pay.** As an exempt managerial employee, under no circumstances will Employee be entitled to any overtime pay regardless of the number of hours he may work in any work week.

**6.4 Incentive Pay.** Following Employee's annual performance evaluation, Employee may be eligible for a discretionary bonus between zero (0%) and ten (10%) of Employees base salary. The factors or criteria considered for the bonus will be developed by the Board of Directors following discussions and input from the General Manager on an annual basis. The District shall endeavor to provide the factors well in advance before the scheduled annual performance review.

**6.5 Benefits.** Employee will be entitled to and receive the following fringe benefits: The District shall provide Employee with a District cell phone, computer and/or other electronic devices as shall be authorized by the Board. All reasonable expenses concerning such electronic devices will be the responsibility of the District. All electronic communications and files or documents stored on all District devices are the sole property of District and said materials shall be conveyed to the District upon termination of this agreement. The District reserves the rights to examine, monitor, or review any electronic material. The District shall reimburse Employee for any use of his personal vehicle in conjunction with conducting the business of the District at standard IRS mileage rates when District vehicle is not available. The District shall furnish Employee with a moderately equipped vehicle for all related District business, including travel to and from Employee's residence. The District shall supply all fuel and maintenance as required under normal vehicle operations. Other than deminimis use while commuting to or from work or during work hours, the Employee shall not use said District vehicle for any personal business and shall not transport anyone not conducting District business.

**6.6 Holidays, Vacation, and Sick Leave.** Employee shall be entitled to eleven (11) District observed Holidays per year. Employee shall accrue Sick Leave based on 1 day per month, and vacation pay at 15 days per year. After five years of employment, employee shall accrue vacation pay at the rate of 20 days per year. Employee's presently accrued leave and tenure as a District employee shall apply to the computation of allowed leave and vacation pay pursuant to this section 6.6.

**6.7 Other Leave.** Employee will be allotted Management Leave at Forty (40) hours per year on the anniversary date of the Agreement to be scheduled and used throughout the year. These days do not accrue, and are not subject to carry over, however, they can be cashed out upon notice from Employee. Bereavement leave will be given of up to four days upon the death of any immediate family member as defined in District's policies. Employee shall have the option to convert his accrued leave to cash (with the exception of sick leave, to be paid at the time of retirement only at 50% cash value) at any time during the term of this Agreement. All unused accrued leave balances other than for sick leave shall be paid off upon voluntary or involuntary termination of employment at Employee then existing salary.

**6.8 California Public Employees Retirement System.** Employee will be entitled to and participate in the California Public Employees Retirement System (PERS). Benefits provided shall include (1) 2.7% at age 55 formula with all prior years of service recognized (California Government Code Section 21354.5), (2) One-year final compensation (California Government Code Section 20042), and (3) Post Retirement Survivor Allowance (California Government Code Sections 21624, 21626, & 21628). Employee shall pay the employee portion for retirement benefits as amended from time to time. The District has an established 457 plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Employee may participate in such 457 Plan with his own funds, as he may determine from time to time. The District will contribute one dollar (\$1) for every one dollar that Employees contributes up to a total of \$5,000 per year.

**6.9 Life Insurance.** The District shall pay all applicable premiums and provide term life insurance equivalent to the total annual salary as described in this Agreement. The District shall also provide accidental death and dismemberment insurance and long-term disability insurance in coverage amounts equivalent to that afforded to any other District employee.

**6.10 Health Insurance.** The District shall pay the entire monthly health insurance premium for Employee and his eligible dependents as determined by the District. A choice of plans provided by PERS shall be available to Employee.

**7.0 State Disability Insurance.** Employee shall pay the entire State Disability Insurance premium.

**8.0 Business Expenses.** The District shall reimburse Employee for all reasonable business expenses incurred in connection with District business. Such expenses include but are not limited to expenses incurred in the attendance of regional, state and national conferences, seminars, hearings, and/or meetings that are devoted to matters that relate to the duties of the General Manager as approved by the Board of Directors. A monthly expense claim shall be submitted to the Board for review and subsequent approval. Such expenses also include Employee dues for membership in professional organizations, professional certification, and the associated educational requirements for obtaining and/or maintaining those certifications as approved by Board.

**9.0 Medical Examination.** If an annual or pre-employment medical examination is required, said examination shall be made by a licensed physician mutually approved by the District and Employee. Prior to such examination, the Board shall provide a list of the physical requirements and essential functions of the General Manager position for presentation to the examining physician. The physician shall provide to the District a written statement setting forth whether or not Employee meets such physical requirements and/or any limitations on Employee's ability to perform the physical requirements and/or essential functions of the position, but shall otherwise keep confidential and shall not provide to the District any other information concerning Employee. The cost of said medical examination and report shall be paid for by the District.

**10.0 Bonding.** The District shall bear the full cost of any fidelity or other bonds required of Employee, in the performance of his duties as General Manager.

**11.0 Indemnification.** To the full extent of the law, including, but not limited to the California Torts Claims Act (California Government Code Section, 810 et seq.), the District shall defend and indemnify Employee against any and all losses sustained by Employee in direct consequence of the discharge of the General Manager's duties within the scope of his employment; provided that no indemnification shall be made for the gross negligence or willful misconduct of Employee. These provisions shall survive the termination of this Agreement.

**12.0 General Manager and Board of Directors Responsibilities.** The General Manager shall be the Chief Executive Officer of the District. As such, the General Manager shall have the responsibility for implementing Board of Directors' policy, whereas the Board of Directors shall retain the responsibility for formulating and adopting said policies.

**13.0 Duties.**

**13.1 Business Duties.** The General Manager shall perform such duties as prescribed in the District's Job Description for the position of General Manager and as may be required of him by the District's Board of Directors. The General Manager is the chief executive officer of the District, responsible directly to the District's Board of Directors. The General Manager shall be responsible to the District's Board of Directors for the operation of the District's functions and facilities; plan and carry out all construction work when authorized by the District's Board of Directors necessary or proper to carry out the purposes of the District; make such recommendations to the District's Board of Directors concerning the affairs of the District as may seem desirable to him; prepare and submit to the District's Board of Directors an annual budget and such reports as may be required by the District's Board of Directors.

**13.2 Personnel Matters.** The General Manager shall have the additional responsibility of organizing, reorganizing and arranging the staff of the District in such a way that in his judgment best serves the District. The General Manager shall have such responsibility in all personnel matters, including selection, assignment, transfer and termination of employees in accordance with the District's personnel rules and regulations. Members of the Board of Directors, individually and collectively, will promptly refer all

criticisms, complaints and suggestions called to their attention to the General Manager for review and action as the General Manager deems appropriate.

**13.3 Board Review Period.** In order to allow for a fair and objective assessment of the performance of the General Manager, the District agrees not to initiate termination of Jagers' employment within sixty (60) days following any District general or special election, or change in membership of the Board of Directors. If additional Board membership change occurs within the original 60 day period, there will be no time extension to the termination process.

**13.4 Other Duties.** The General Manager (or his designee) shall: (1) review all policies proposed to the Board of Directors and make appropriate recommendations to the Board; (2) advise the Board of Directors of possible source of funds that might be available to implement present or contemplated District programs or services; (3) maintain and improve his professional competence by available means, including subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities; (4) establish and maintain an appropriate community relations program; and (5) serve as liaison between the Board of Directors and as its designated representative with respect to all labor negotiations, and make recommendations to the Board of Directors concerning those matters. Notwithstanding that a designee of the General Manager may perform such duties, the General Manager shall be the person ultimately responsible to the Board of Directors for the proper implementation of the duties and responsibilities described herein.

**13.5 District Business Commitment.** The General Manager will devote his full time and best efforts to performing his duties and to the District's business affairs. No personal or private business shall be conducted on District time or in the capacity of General Manager.

**13.6 Community and Professional Commitment.** The expenditure of reasonable amounts of time not in conflict with the District's needs and interests, for educational, charitable, community and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent. This agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs outside of the required work hours as defined in this Agreement for those activities that do not materially interfere with the services required under this Agreement or create conflicts of interest.

#### **14.0 Termination of Employment**

**14.1 By Jagers.** Jagers may terminate this Agreement upon giving thirty (30) days written notice to the District's Board of Directors.

**14.2 By District.** As noted in Section 5.0, Jagers' employment herein is "at-will". Accordingly, the Board of Directors by three-fifths (3/5) vote may terminate this Agreement, and Jagers' employment at any time with or without cause. Employee shall be granted 3 months of base salary and 3 months of the continuance of health benefits upon a vote

of the Board of Directors terminating this Agreement. The payment under this subsection is subject to, and in accordance with, the provisions of California Government Code Sections 53260 and 53261. In exchange for the severance pay provided herein, Jagers hereby expressly waives any and all rights he may have under any applicable law, District policy or other, to challenge or appeal his termination in any way.

**15.0 Notices.** Any notice to be given hereunder by either party to the other party shall be in writing and may be transmitted by personal delivery or mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the following respective addresses:

District:

Board of Directors  
Beaumont-Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, CA 92223-2258

General Manager

Mr. Daniel Jagers  
Current Address (as on File in Employees  
Personnel File)

**16.0 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in Riverside County, California and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

**17.0 Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the District's successor agency or entity as the case may be.

**18.0 Severability.** If any term, provision, or part of this Agreement is found by a court to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and parts of this Agreement shall nevertheless remain in full force and effect as long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. On such determination that any term, provision, or part of this Agreement is invalid, illegal, or incapable of being enforced, this Agreement shall be deemed to be modified so as to effect the parties' original intent as closely as possible to the end that the transactions contemplated by this Agreement and the terms and provisions of this Agreement are fulfilled to the greatest extent possible.

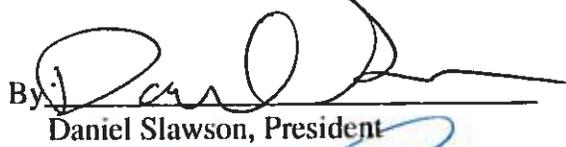
IN WITNESS WHEREOF, the parties have executed this Agreement effective October, 11, 2017.

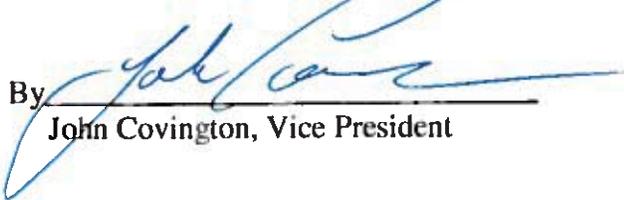
**JAGGERS**

  
Daniel K. Jagers

**DISTRICT**

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

By   
Daniel Slawson, President

By   
John Covington, Vice President

## 2020 Salary Schedule

<b>Beaumont-Cherry Valley Water District Salary Schedule</b>							
<b>Effective: January 1, 2020</b>	<b>Hourly Rates</b>					<b>Annual Range</b>	
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>		
<b>Classification</b>							
Account Clerk I	23.56	24.74	25.98	27.28	28.64	49,004.80	59,571.20
Accountant III	34.83	36.57	38.40	40.32	42.34	72,446.40	88,067.20
Accounting Technician	26.39	27.71	29.10	30.55	32.08	54,891.20	66,726.40
Administrative Assistant	21.95	23.05	24.20	25.41	26.68	45,656.00	55,494.40
Assistant Director of Operations	41.63	43.71	45.90	48.19	50.60	86,590.40	105,248.00
Civil Engineering Assistant	33.65	35.33	37.10	38.95	40.90	69,992.00	85,072.00
Customer Service Representative I	17.42	18.29	19.20	20.16	21.17	36,233.60	44,033.60
Customer Service Representative II	20.48	21.50	22.58	23.71	24.90	42,598.40	51,792.00
Customer Service Representative III	26.00	27.30	28.67	30.10	31.60	54,080.00	65,728.00
Director of Engineering	71.52	75.10	78.85	82.79	86.93	148,761.60	180,814.40
Director of Finance and Administrative Services	62.00	65.10	68.35	71.77	75.36	128,960.00	156,748.80
Director of Operations	60.55	63.58	66.76	70.10	73.61	125,944.00	153,108.80
Engineering Intern	14.80	15.54	16.32	17.14	18.00	30,784.00	37,440.00
Field Superintendent	41.63	43.71	45.90	48.19	50.60	86,590.40	105,248.00
General Manager	contract rate increased by COLA				105.50		219,440.00
Grade Checker (1000 HR)	28.79	30.23	31.74	33.33	35.00	59,883.20	72,800.00
Heavy Equipment Operator (1000 HR)	31.27	32.83	34.47	36.19	38.00	65,041.60	79,040.00
Human Resource Coordinator	26.00	27.30	28.67	30.10	31.60	54,080.00	65,728.00
Information Systems Manager	49.98	52.48	55.10	57.85	60.74	103,958.40	126,339.20
Production Maintenance I	20.90	21.94	23.04	24.19	25.40	43,472.00	52,832.00
Production Maintenance II	25.62	26.90	28.24	29.65	31.13	53,289.60	64,750.40
Production Supervisor	33.82	35.51	37.29	39.15	41.11	70,345.60	85,508.80
Recycled Water Supervisor	33.49	35.16	36.92	38.77	40.71	69,659.20	84,676.80
Senior Accountant	36.57	38.40	40.32	42.34	44.46	76,065.60	92,476.80
Senior Engineer	57.77	60.66	63.69	66.87	70.21	120,161.60	146,036.80
Sr. Finance and Administrative Analyst	40.75	42.79	44.93	47.18	49.54	84,760.00	103,043.20
Transmission & Distribution Supervisor	33.49	35.16	36.92	38.77	40.71	69,659.20	84,676.80
Water Utility Person I	18.31	19.23	20.19	21.20	22.26	38,084.80	46,300.80
Water Utility Person II	21.53	22.61	23.74	24.93	26.18	44,782.40	54,454.40
Water Utility Person III	24.21	25.42	26.69	28.02	29.42	50,356.80	61,193.60
Board of Directors	\$200 per day for meeting attendance in accordance with District rules						