



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

**NOTICE AND AGENDA  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
ENGINEERING WORKSHOP**

*This meeting is hereby noticed pursuant to  
California Government Code Section 54950 et. seq. and  
under the provisions of Assembly Bill 361 and BCVWD Resolution 2022-13*

**Thursday, May 26, 2022 - 6:00 p.m.  
560 Magnolia Avenue, Beaumont, CA 92223**

**COVID-19 NOTICE**

**This meeting of the Board of Directors is open to the public who would like to attend in person. COVID-19 safety guidelines are in effect pursuant to the Cal/OSHA COVID-19 Prevention Emergency Temporary Standards and the California Department of Public Health Recommendations**

- **Face coverings are recommended for vaccinated and unvaccinated persons and should be properly worn over the nose and mouth at all times**
- **Maintain 6 feet of physical distancing from others in the building who are not in your party**
- **There will be no access to restrooms in the building**

**TELECONFERENCE NOTICE**

*The BCVWD Board of Directors will attend in person at the BCVWD Administrative Office or via Zoom Video Conference*

*To access the Zoom conference, use the link below:*

<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFZCMGh0YTFIL2tnUGlpU3h0UT09>

*To telephone in, please dial: **(669) 900-9128***

*Enter Meeting ID: **843 1855 9070** Enter Passcode: **113552***

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

*Meeting materials are available on the BCVWD’s website:*

<https://bcvwd.org/document-category/regular-board-agendas/>

## BCVWD ENGINEERING WORKSHOP – MAY 26, 2022

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**Call to Order: President Williams**

Roll Call - Board of Directors

**Pledge of Allegiance: Director Ramirez**

**Invocation: Director Slawson**

**Teleconference Verification**

**Roll Call**

**Public Comment**

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

**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 which are not on the agenda. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting. **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.
  - Item(s) to be removed or continued from the Agenda
  - Emergency Item(s) to be added to the Agenda
  - Changes to the order of the agenda
- 2. Status of Recently Completed and Ongoing District Capital Improvement Projects** (pages 5 - 6)
- 3. BCVWD's 2022-2023 Annual Water Supply and Demand Assessment** (pages 7 - 20)
- 4. California State Water Resources Control Board Meeting Agenda Item 3, "Consideration of a Proposed Resolution Regarding a Drought-Related Emergency Regulation for Water Conservation"** (pages 21 - 35)
- 5. Continued Review of California Drought Conditions, District Urban Water Management Plan and Water Shortage Contingency Plan, BCVWD Resolution 2022-12 Implementing Water Use Restrictions, and Other Drought Response** (pages 36 - 39)

6. **Receive and File: Two-year renewal of Lease Agreement with A-1 Properties for Engineering Office located at 851 E. 6th Street, Beaumont Office** (pages 40 - 50)
7. **Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem** (pages 51 - 56)
8. **Reports for Discussion**
  - a. Directors' Reports

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

    - Beaumont Chamber of Commerce Breakfast on May 13, 2022 (Hoffman, Williams, Slawson, Covington)
    - Bay-Delta Water Tour (Williams, Covington, Slawson)
  - b. Directors' General Comments
  - c. General Manager's Report
  - d. Legal Counsel Report

## 9. Announcements

*Check the meeting agenda for location and/or teleconference information:*

- District offices will be closed Monday, May 30, 2022 in observance of Memorial Day
- Beaumont Basin Watermaster Committee: Wednesday, Jun. 1, 2022 at 11 a.m.
- Finance and Audit Committee Meeting: Thursday, June 2, 2022 at 3 p.m.
- Regular Board Meeting: Wednesday, June 8, 2022 at 6 p.m.
- Personnel Committee Meeting: Tuesday, June 21 at 5:30 p.m.
- Engineering Workshop: Thursday, June 23 at 6 p.m.

## 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 from the District Office at the same time as they are distributed to Board Members, except that if such writings are distributed one hour prior to, or during the meeting, they can be made available in the Board Room at the District Office. Materials may also be available on the District's 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

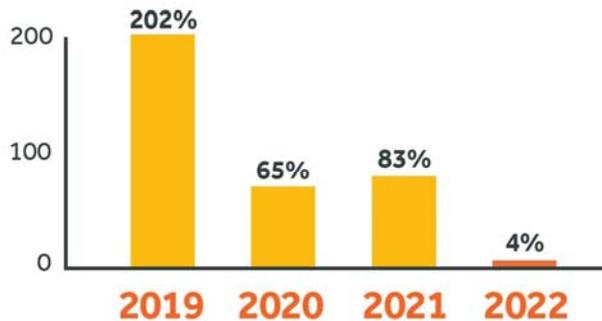
pick one up at the District's Main Office, located at 560 Magnolia Avenue, Beaumont, California, up to 72 hours prior to the Board Meeting.

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

### CERTIFICATION OF POSTING

A copy of the foregoing notice was posted near the regular meeting place of the Board of Directors of Beaumont-Cherry Valley Water District and to its website at least 72 hours in advance of the meeting (Government Code §54954.2(a)).

## CALIFORNIA'S SNOW IS DISAPPEARING



Percent of average snow water equivalent for April 1  
Results from Phillips Station Snow Course

 **SAVE OUR WATER.com**



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 26, 2022**

Item 2

STAFF REPORT

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** **Status of Recently Completed and Ongoing District Capital Improvement Projects**

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**Staff Recommendation**

No recommendation. This item is for discussion purposes only.

**Background**

This Staff Report and associated presentation begins District Staff's discussion with the Board of Directors to generally review the District's recently completed, underway and planned Capital Improvement Plan (CIP) projects. These projects are proposed to be funded by both Capital Reserve Replacement and Capital Facilities (Facilities Fee) Funding Sources.

This Staff Report will also identify as part of the proposed presentation, Staff's proposed plan to outsource components of the required work to improve efficiency of project completion.

Staff plans to review and discuss these activities in the following format:

**Part 1: Review and Discussion of Existing BCVWD Planning and Capital Improvement Plan and Budget Documents:**

1. BCVWD Potable Water System Master Plan – Adopted January 13, 2016
2. BCVWD 10 Year Capital Improvement Plan – Adopted January 2018
3. September 26, 2019 BCVWD Engineering and Operations Departments Preliminary Facilities Needs Analysis and Estimate
4. BCVWD Annual FY Capital Improvement Budgets
  - a. FY 2019
  - b. FY 2020
  - c. FY 2021
  - d. FY 2022

**Part 2: Review and Discussion of Capital Improvement Program Project Status, Current Activity, and Recommended Next Steps:**

1. Completed Projects
2. On-Going Projects
3. Future Projects



## **Summary**

District staff will provide a summary of completed project, on-going projects, and future projects during the Staff presentation regarding this item for review, discussion, and recommendation as it relates to completed, ongoing, and future projects.

Staff would plan to review in-depth any of the reviewed projects at subsequent Board Engineering Workshops for further discussion, with a more detailed status of said project (including design/construction timeline, budget, etc.).

Staff Report prepared by Dan Jagers, General Manager and Daniel Baguyo, Engineering Assistant



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 26, 2022**

Item 3

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **BCVWD's 2022-2023 Annual Water Supply and Demand Assessment**

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**Staff Recommendation**

No recommendation. This item is for discussion purposes only.

**Background**

On March 28, 2022, Governor Gavin Newsom issued Executive Order N-7-22 (See Attachment 2), which sets forth considerations for the State Water Resources Control Board (SWRCB) and requirements of urban suppliers, including the following:

To preserve the State's surface and groundwater supplies and better prepare for the potential for continued dry conditions next year (2022, and potentially 2023), **local water suppliers are directed to execute their urban Water Shortage Contingency Plans (WSCPs)** and agricultural drought plans at a level appropriate to local conditions that takes into account the possibility of a third consecutive dry year.

By May 25, 2022, the State Water Resources Control Board shall consider adopting emergency regulations that include all of the following:

- a. A requirement that each urban water supplier, as defined in section 10617 of the Water Code, shall submit to the Department of Water Resources (DWR) a preliminary Annual Water Supply and Demand Assessment (or Annual Shortage Report) consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the DWR no later than the deadline set by section 10632.1 of the Water Code;
- b. A requirement that **each urban water supplier that has submitted a water shortage contingency plan to the DWR implement, at a minimum the shortage response actions adopted under section 10632 of the Water Code for a shortage level of up to twenty percent (Level 2)**, by a date to be set by the Water Board.

In accordance with the Executive Order, at the April 28, 2022 Board Meeting, the Board of Directors adopted Resolution 2022-12, declaring a Stage 3 Water Shortage (as defined in the District's 2020 Water Shortage Contingency Plan [WSCP]), and implementing certain water use restrictions described in the District's WSCP.



In April 2022, the DWR released the final guidance document to be used by water suppliers for preparing Annual Shortage Reports. In order to prepare the District's Annual Shortage Report, District staff has analyzed its potential water sources for the current/upcoming year (July 2022 – June 2023 per the Water Code), as well as the estimated consumption based on the findings of the 2020 Urban Water Management Plan (UWMP). Staff has prepared a preliminary Annual Shortage Report which is to be submitted via email to DWR by June 1, 2022. The procedures and results of staff's analysis are included herein. See Attachment 1 for the preliminary Annual Shortage Report as it will be submitted to DWR to meet the June 1 deadline.

## **Discussion**

As part of the requirements for Annual Shortage Reports, water suppliers are required by the Water Code to analyze the following:

- i. Current year unconstrained demand
- ii. Current year available supply
- iii. Existing infrastructure capabilities and plausible constraints
- iv. A defined set of locally applicable evaluation criteria that are consistently relied upon for each annual water supply and demand assessment
- v. A description and quantification of each source of water supply

Water suppliers are required to complete five (5) separate submittal tables to be provided to DWR as part of the Annual Shortage Report. The submittal tables are summarized below (note, these are not representative of the tables provided herein):

- Table 1: General Annual Assessment Information
  - Water Supplier's contact information
- Table 2: Water Demands
  - Estimated unconstrained water demands for the upcoming year
- Table 3: Water Supplies
  - Available Water Supplies
- Table 4: Potable and Non-Potable Water Shortage Assessment
  - Uses inputted data from Tables 2 and 3 and calculates the surplus/shortage as a percentage for each month of the upcoming year, and uses said percentage to determine the corresponding Water Shortage Level.
  - Water suppliers have the option to input planned WSCP Actions which result in a quantified supply augmentation and/or demand reduction. Revised surplus/shortages are auto-calculated based on WSCP Actions.

## **Current Year Unconstrained Demand**

As part of the Annual Shortage Report, water suppliers are encouraged to project demands for the upcoming year on a monthly basis in order to reveal any potential shortages throughout the year. Suppliers are given the option to report on a monthly basis (or other time basis as desired), and are given the option to include project water demand by consumer class.



To create an accurate projection of monthly demand by consumer class, District staff analyzed monthly consumption data from July 2017 – June 2021. Each respective consumer class and its “share” of the total monthly water demand was analyzed, and the average monthly “share” of demand by consumer class was used to project what the monthly demand breakdown will be over the upcoming year.

The “share” by consumer class, by month, as percent of total yearly consumption, was applied to an estimated annual consumption (July 2022 – June 2023) of 14,056 acre-feet (AF). This estimated annual consumption was determined based on the previous year’s annual consumption (July 2021 – June 2022; note, demand for January – June 2022 was estimated for the preliminary Annual Shortage Report. Actual consumption data will be included in the Final Annual Shortage Report) plus the yearly incremental increase in demand based on District-wide growth, as determined in the 2020 UWMP.

Table 1 below includes the general procedure for determining the current year unconstrained demand.

**Table 1 – Unconstrained Demand Projection Procedure**

Step	Description
1	Determine total monthly demand for all accounts from 2017 - 2021
2	Analyze each month's percentage of total annual demand from 2017 - 2021
3	Analyze monthly demand for each consumer class from 2017 - 2021
4	Determine each consumer class’s average share (percentage) of total monthly demand (by month 2017 – 2021). For any consumer class for which meters are read on a bi-monthly basis, the bi-monthly demand was divided in half and applied over the two month period in order to analyze realistic monthly use.
5	<b>Total estimated current year unconstrained demand:</b> Use incremental increase in demand based on 2020 UWMP findings and apply increase to unconstrained demands from the previous year (July 2021 - June 2022)
6	<b>Monthly Demand (all Consumer Classes):</b> Based on average (2017 – 2021) monthly percentage of total annual demand, apply percentage for each month to estimated total annual demand. For any consumer class that is measured on a bi-monthly basis, bi-monthly demand is averaged over two months to estimate monthly demand.
7	<b>Monthly Demand (by Consumer Class):</b> Based on estimated monthly demands, apply consumer class percentage to total estimated monthly demand.

Note, any reference to demand in Table 1 above includes both potable and non-potable demand. Estimated Unconstrained demand data is included in Table 2 of Attachment 1.



The District’s estimated unconstrained water demands for July 2022 – June 2023 are summarized in Table 2 below. Data for July 2021 – June 2022 is included for comparison. Note, total demand data for January – June 2022 is estimated at this time, so total potable and non-potable demands are not separated in the Table. This data will be finalized prior to the submittal of the Final Annual Shortage Report.

**Table 2 – Projected Unconstrained Demands, July 2022 – June 2023**

	<b>July 2022 - June 2023 Water Demand, AF</b>	<b>July 2021 - June 2022 Water Demand (Est.), AF</b>
Potable	11,944	
Non-Potable	2,119	
<b>Total</b>	<b>14,063</b>	<b>13,828</b>

The total annual demand data presented in Table 2 may differ from any annual demand information provided previously to the Board, as the District typically analyzes its demands from January – December.

Current Year Available Supply

To estimate available water supply for the upcoming year, District staff analyzed the District’s available supplies to date, estimated how much State Project Water (SPW) may still be delivered by the end of the 2022 calendar year, as well as the estimated water deliveries which may be received from January – June 2023 based on the assumption of an additional dry year.

A summary of the various supply sources available to the District which were analyzed for the Annual Shortage Report are included in Table 3 below.



**Table 3 – Available Water Supply Sources**

Supply Description	Local/ Imported	Potable/ Non- Potable
<b>Edgar Canyon Groundwater:</b> No limit on pumping, long-term average annual yield between 1,100-1,400 AFY. For purposes of the Annual Shortage Report, average monthly yield for 2017 – 2021 was used to project available supplies.	Local	Potable
<b>Beaumont Basin Groundwater (Supply from Storage):</b> Adjudicated groundwater basin, with replenishment requirements. Withdrawal from BCVWD storage account required during dry years.	Local	Potable/ Non- Potable
<b>Beaumont Basin Groundwater (Reallocated Unused Overlier Rights):</b> Allocation determined on an annual basis by Beaumont Basin Watermaster. No replenishment requirement for Unused Overlier rights. Annual allocation for 2022 and 2023 taken from 2021 Beaumont Basin Watermaster Report. Total annual allocation divided evenly over each month.	Local	Potable/ Non- Potable
<b>State Water Project Table A Water:</b> Subject to varying reliability. San Geronio Pass Water Agency (SGPWA) allocation for 100% year is 17,300 AF. BCVWD's share of imported water from SGPWA was historically averaged to be around 96%. For 100% allocation year of SWP water, this would equate to approximately 16,610 AF (96% of 17,300 AF). This is expected to decrease in the future as more suppliers in the region which purchase imported water from SGPWA increase purchases. 5% Year BCVWD Allocation is approximately 680 AF.	Imported	Potable
<b>City of Ventura:</b> Access to City of Ventura's SWP 10,000 AF Allocation. Subject to reliability of SWP. Input data based on 5% SWP Allocation.	Imported	Potable
<b>AVEK-Nickel Water:</b> Access to water from Nickel Farms, by SGPWA deal with Antelope Valley-East Kern Water Agency (AVEK). 1,700 AFY, not subject to SWP reliability (100% annual reliability).	Imported	Potable

Note, water suppliers are encouraged by DWR to input available supplies on a monthly basis. The available monthly supplies for imported water typically vary from year to year, based on SWP, weather, and available capacity in DWR facilities to transport Table A water. The available monthly supplies included in BCVWD's Annual Shortage Report are generalized over a 6 month period, assuming a dry year, and with BCVWD only receiving SWP water during the winter months. Actual availability and timing of imported water may differ from projections provided in the Annual Shortage Report.

The available monthly supplies for local groundwater is more predictable; District staff was able to analyze the monthly production for both Edgar Canyon and the Beaumont Basin from 2017 – 2021 to project the available supplies for the upcoming year.



A summary of the District’s procedures for analyzing the available supply for the upcoming year is included in Table 4 below.

**Table 4 – Supply Projection Procedure**

Step	Description
1	<p>Analyze the Table A Water received to date in 2022 (386 AF). Based on a 5% Allocation for the current water year, the water received to date was subtracted from the total annual allocation. This remaining amount was divided over 3 months (112 AF/month for October – December, assuming no SWP deliveries in the summertime). The same amount (112 AF) was assumed for February – April, assuming no deliveries in January due to SWP facilities maintenance.</p> <p>This step was repeated for all sources which rely on SWP reliability.</p>
2	<p>Analyze monthly groundwater production from Edgar Canyon. Based on monthly data for 2017 – 2021, monthly yield was projected for the upcoming year.</p>
3	<p>Analyze reallocated unused overlie rights for the Beaumont Basin, as determined by the Beaumont Basin Watermaster (1826 AF in 2022 and 1827 AF in 2023). The total reallocated rights were divided evenly over the next 12 months.</p>
4	<p>Determine each consumer class’s average share (percentage) of total monthly demand (by month 2017 – 2021). For any consumer class for which meters are read on a bi-monthly basis, the bi-monthly demand was divided in half and applied over the two month period in order to analyze realistic monthly use.</p>
5	<p>Based on the supply projects as determined in Steps 1 – 4, estimate the required water to be withdrawn from BCVWD’s storage account.</p>

A summary of the District’s projected available supplies is included in Table 5 below.

**Table 5 – Projected Available Supply**

	July 2022 - June 2023 Water Supply, AF
Potable	8,123
Non-Potable	1,391 <sup>1</sup>
<b>Total</b>	<b>9,514</b>

(1) Includes non-potable groundwater from BCVWD Well 26, as well as potable water makeup to the non-potable 2800 pressure zone. Subject to replenishment requirements.



Note, included in the District's total supply is water withdrawn from the District's storage account to meet demands during months which SWP water is not available. This is discussed further below.

Potable/Non-Potable Water Shortage Assessment

Based on the above projections, DWR Submittal Table 4 is auto populated to calculate any surplus or shortage without any WSCP Shortage Response Actions. Water suppliers are then required to analyze the findings of their WSCP, and input quantified supply augmentations or demand reductions based on the actions outlined in the WSCP.

District staff analyzed the possible demand reductions as a result of the water use restrictions implemented by the Board of Directors at the April 28, 2022 Board meeting. District staff estimates that with the current water use restrictions in place, a demand reduction of as much as 30 – 31% may be able to be achieved.

Based on the results of the assessment in DWR Submittal Table 4, the District may experience a water supply shortage of approximately 32% for the upcoming year, which is generally consistent with the estimated supply shortage presented to the Board at the April 28, 2022 Board meeting (staff projected a supply shortage of 33%).

A brief summary of the potable and non-potable shortage assessment is included in Table 6 below.

**Table 6 – Potable and Non-Potable Water Shortage Assessment**

	July 2022 - June 2023 Potable Water Assessment	July 2022 - June 2023 Non-Potable Water Assessment
Anticipated Unconstrained Demand, AF	11,944	2,119
Anticipated Water Supply, AF	8,123	1,391
Surplus (Shortage) w/o WSCP Action, AF	(3,820)	(728)
% Surplus (-% Shortage) w/o WSCP Action	-32%	-34%
Benefit from Demand Reduction Actions, AF	3,562	659
<b>Revised Surplus (Shortage) w/ WSCP Actions, AF</b>	<b>(260)</b>	<b>(70)</b>
<b>Revised % Surplus (-% Shortage) w WSCP Action</b>	<b>-2%</b>	<b>-3%</b>



Note, the above revised surplus or shortage is contingent upon the actual achievement of demand reductions as outlined in the WSCP. Also note, included in the anticipated water supply is water withdrawn from the District's storage account. District staff estimated the monthly volume of water withdrawn from the storage account such that the District would be at an average shortage of 33% of the annual supply. If demand reduction is not achieved to the level as desired by the District, additional water will be required to be withdrawn from the storage account to meet annual demands.

District staff estimates that if demand reductions can be achieved, the District would need to withdraw approximately 2,950 AF from storage for the upcoming assessment year. The actual withdrawal amount also depends on the actual amount of imported water that the District receives over the next year. There is currently 31,633 AF (as of December 2021) in the District's storage account in the Beaumont Basin. District staff estimates that as of May 2022, there may be approximately 28,500 AF in the storage account. Based on District staff's supply and demand analysis, this may decrease to 24,050 AF by the beginning of July 2023, given that demand reduction is achieved.

Any water withdrawn from the storage account will need to be replenished during wet years when supply exceeds demand and SWP reliability is increased.

#### Planned Water Shortage Response Actions

The final component of the Annual Shortage report is a list of each water supplier's planned water shortage response actions, and each action's associated quantified demand reduction/supply augmentation. The shortage response actions outlined in the WSCP and implemented subsequent to the April 28, 2022 Board Meeting are included in Attachment 1.

#### Coordination with SGPWA

District staff has provided the SGPWA with its total annual demands and connections for each year from 2017 – 2021. District staff has also provided the SGPWA with its monthly water demands by consumer class from 2017 – 2021. This information will be utilized by SGPWA in the preparation of its annual shortage report. District staff will continue coordination with the SGPWA in order to ensure consistency between the District's data and the SGPWA's projected supplies and demands for the region.

#### Summary

District staff has prepared the required preliminary Annual Water Supply and Demand Assessment, which is required by the SWRCB to be submitted no later than June 1, 2022. After submitting the preliminary Report, District staff will prepare the Final Annual Shortage Report and bring said report to the Board for final approval and adoption by resolution at the June 8, 2022 Board Meeting or the June 23, 2022 Engineering Workshop. Upon adoption by the Board, District staff will follow DWR requirements to submit the Final Report by July 1, 2022.

After submittal of the Final Report, District staff will continue to closely monitor the drought conditions both locally and at the state level, and provide the Board with information regarding



any major differences between staff's projections and the actual demands and supplies as incorporated in the Final Annual Shortage Report.

Per the DWR website, a summary of all Annual Shortage Reports across the state will be published sometime around October.

### **Attachments**

1. Preliminary Beaumont-Cherry Valley Water District Annual Water Supply and Demand Assessment (2022-2023)

Staff Report prepared by Daniel Baguyo, Engineering Assistant

Attachment 1 -  
 Beaumont-Cherry Valley Water District Annual Water  
 Supply and Demand Assessment (2022-2023)

**Table 1. Annual Assessment Informatio**

Annual Assessment Information (Required)	
<b>Year Covered By This Shortage Report</b>	
Start: July 1,	2022
End: June 30,	2023
<b>Supplier's Annual Assessment Planning Cycle</b>	
Start Month:	JULY
End Month:	JUNE
<b>Data Reporting Interval Used:</b> MONTHLY	
<b>Volume Unit for Reported Supply and Demand:</b> <i>(Must use the same unit throughout)</i> AF	
<b>Water Supplier's Contact Information</b>	
Water Supplier's Name:	BEAUMONT-CHERRY VALLEY WATER DISTRICT
Contact Name:	MARK SWANSON
Contact Title:	DIRECTOR OF ENGINEERING
Street Address:	560 MAGNOLIA AVENUE
ZIP Code:	92223
Phone Number:	951-845-9581
Email Address:	mark.swanson@bcvwd.org
<b>Report Preparer's Contact Information</b> <i>(if different from above)</i>	
Preparer's Organization Name:	
Preparer's Contact Name:	
Phone Number:	
Email Address:	
<b>Supplier's Water Shortage Contingency Plan</b>	
<b>WSCP Title</b>	Beaumont-Cherry Valley Water District Water Shortage Contingency Plan
<b>WSCP Adoption Date</b>	8/26/2021
<b>Other Annual Assessment Related Activities (Optional)</b>	
<b>Activity</b>	<b>Timeline/ Outcomes / Links / Notes</b>
Annual Assessment/ Shortage Report Title:	Optional
Annual Assessment / Shortage Report Approval Date:	MM/DD/YYYY
Other Annual Assessment Related Activities:	Optional
<i>(Add rows as needed)</i>	

= From prior table  
 = Auto calculated

Table 2: Water Demands <sup>1</sup>															
Use Type	Start Year: 2022		Volumetric Unit Used <sup>2</sup> : AF												
Drop-down list May select each use multiple times These are the only Use Types that will be recognized by the WUedata online submittal tool (Add additional rows as needed)	Additional Description (as needed)	Level of Treatment for Non-Potable Supplies Drop-down list	Projected Water Demands - Volume <sup>3</sup>												Total by Water Demand Type
			Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
<b>Demands Served by Potable Supplies</b>															
Single Family			987	930	1231	914	968	704	698	541	574	482	656	699	9384
Multi-Family			22	55	25	49	19	47	17	44	17	39	17	45	396
Commercial	Commercial/Institutional		123	183	148	170	115	122	72	96	65	84	63	144	1385
Industrial			14	23	15	20	13	14	14	18	16	14	13	26	200
Landscape			23	26	22	20	15	11	13	10	9	7	16	26	198
Agricultural irrigation			6	6	11	11	7	7	3	3	2	2	3	3	64
Other Potable	Construction Grading Water		28	42	30	25	29	17	17	33	15	19	20	42	317
															0
															0
															0
<b>Total by Month (Potable)</b>			1203	1265	1482	1209	1166	922	834	745	698	647	788	985	11944
<b>Demands Served by Non-Potable Supplies</b>															
Commercial	Commercial/Institutional - Non-Potable		0.30	0.31	0.35	0.50	0.34	0.36	0.31	0.21	0.27	0.20	0.35	0.43	4
Landscape			261	286	293	258	180	141	110	93	87	58	142	206	2115
															0
															0
															0
<b>Total by Month (Non-Potable)</b>			261	286	293	259	180	141	110	93	87	58	142	206	2119
Notes: List considered factors impacting demands															
<sup>1</sup> Projections are based on best available data at time of submitting the report and actual demand volumes could be different due to many factors. <sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent. <sup>3</sup> When opting to provide other than monthly volumes (bi-monthly, quarterly, or annual), please see directions on entering data for Projected Water Demand in the Table Instructions.															

Optional (for comparison purposes)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Last year's total demand													0
Two years ago total demand													0
Three years ago total demand													0
Four years ago total demand													0

= From prior tables  
 = Auto calculated

**Table 3: Water Supplies<sup>1</sup>**

Water Supply		Start Year		Volumetric Unit Used <sup>2</sup>												AF	Water Quality	Total Right of Safe Yield* (optional)
Drop-down List May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool (Add additional rows as needed)	Additional Detail on Water Supply	Projected Water Supplies - Volume <sup>3</sup>														Drop-down List		
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total by Water Supply Type				
<b>Potable Supplies</b>																		
Groundwater (not desal.)	Edgar Canyon Groundwater - No limit on pumping, typical yield between 1100-1400 AFY	114	105	97	106	101	100	92	92	95	121	132	125	1280				
Purchased/Imported Water	Table A Allocation (5%)	0	0	0	112	112	112	0	112	112	112	0	0	672				
Purchased/Imported Water	Ventura (5%)	0	0	0	40	40	40	0	40	40	40	40	0	280				
Purchased/Imported Water	Nickel Water (Dry Year Supply Based on 2020 UWMP)	0	0	0	191	191	191	0	191	191	191	191	0	1337				
Groundwater (not desal.)	Adjudicated Beaumont Basin Groundwater - Reallocated Unused Overlier Rights	152	152	152	152	152	152	152	152	152	152	152	152	1824				
Supply from Storage	Adjudicated Beaumont Basin Groundwater	500	600	715	175	125	0	265	0	0	0	0	350	2730				
														0				
														0				
														0				
														0				
<b>Total by Month (Potable)</b>		766	857	964	776	721	595	509	587	590	616	515	627	8123		0		
<b>Non-Potable Supply</b>																		
Groundwater (not desal.)	Adjudicated Beaumont Basin Groundwater (BCVWD Well 26)	140	161	151	138	115	58	61	54	34	71	90	98	1171				
Supply from Storage	Adjudicated Beaumont Basin	25	20	35	25	0	35	10	5	20	0	5	40	220				
														0				
														0				
														0				
<b>Total by Month (Non-Potable)</b>		165	181	186	163	115	93	71	59	54	71	95	138	1391		0		
Notes: List hydrological and regulatory conditions, infrastructure capabilities, and plausible constraints which may impact the water supplies																		
<sup>1</sup> Projections are based on best available data at time of submitting the report and actual supply volumes could be different due to many factors.																		
<sup>2</sup> Units of measure (AF, CCF, MG) must remain consistent.																		
<sup>3</sup> When opting to provide other than monthly volumes (bi-monthly, quarterly, or annual), please see directions on entering data for Projected Water Supplies in the Table Instructions.																		

Optional (for comparison purposes)	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
eAR Reported Total Water Supplies													0

= Auto calculated	
= From prior tables	
= For manual input	

Table 4(P): Potable Water Shortage Assessment <sup>1</sup>													Start Year: 2022		Volumetric Unit Used <sup>2</sup> :				AF	
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun <sup>3</sup>	Total							
Anticipated Unconstrained Demand	1202.6	1265.0	1482.0	1209.0	1166.0	922.0	834.0	745.0	698.0	647.0	788.0	985.0	11943.62							
Anticipated Total Water Supply	766.0	857.0	964.0	776.0	721.0	595.0	509.0	587.0	590.0	616.0	515.0	627.0	8123.00							
Surplus/Shortage w/o WSCP Action	-436.6	-408.0	-518.0	-433.0	-445.0	-327.0	-325.0	-158.0	-108.0	-31.0	-273.0	-358.0	-3,820.6							
% Surplus/Shortage w/o WSCP Action	-36%	-32%	-35%	-36%	-38%	-35%	-39%	-21%	-15%	-5%	-35%	-36%	-32%							
State Standard Shortage Level	4	4	4	4	4	4	4	3	2	1	4	4	4							
Planned WSCP Actions																				
Benefit from WSCP: Supply Augmentation													0.0							
Benefit from WSCP: Demand Reduction	372.0	358.0	463.0	348.0	365.0	266.0	260.0	210.0	215.0	185.0	245.0	275.0	3562.0							
Revised Surplus/Shortage with WSCP	-64.6	-50.0	-55.0	-85.0	-80.0	-61.0	-65.0	52.0	107.0	154.0	-28.0	-83.0	-258.6							
% Revised Surplus/Shortage with WSCP	-5%	-4%	-4%	-7%	-7%	-7%	-8%	7%	15%	24%	-4%	-8%	-2%							

<sup>1</sup>Assessments are based on best available data at time of submitting the report and actual volumes could be different due to many factors.  
<sup>2</sup>Units of measure (AF, CCF, MG) must remain consistent.  
<sup>3</sup>When optional monthly volumes aren't provided, verify Tables 2 and 3 use the same columns for data entry and are reflected properly in Table 4 and make sure to use those same columns to enter the benefits from Planned WSCP Actions. Please see directions on the shortage balancing exercise in the Table Instructions. If a shortage is projected, the supplier is highly recommended to perform a monthly analysis to more accurately identify the time of shortage.

= Auto calculated	
= From prior tables	
= For manual input	

Table 4(NP): Non-Potable Water Shortage Assessment <sup>1</sup>													Start Year: 2022		Volumetric Unit Used <sup>2</sup> :				AF	
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun <sup>3</sup>	Total							
Anticipated Unconstrained Demand: Non-Potable	261.3	286.3	293.4	258.5	180.3	141.4	110.3	93.2	87.3	58.2	142.4	206.4	2,118.93							
Anticipated Total Water Supply: Non-Potable	165.0	181.0	186.0	163.0	115.0	93.0	71.0	59.0	54.0	71.0	95.0	138.0	1,391.0							
Surplus/Shortage w/o WSCP Action: Non-Potable	-96.3	-105.3	-107.4	-95.5	-65.3	-48.4	-39.3	-34.2	-33.3	12.8	-47.4	-68.4	-727.9							
% Surplus/Shortage w/o WSCP Action: Non-Potable	-37%	-37%	-37%	-37%	-36%	-34%	-36%	-37%	-38%	22%	-33%	-33%	-34%							
Planned WSCP Actions																				
Benefit from WSCP: Supply Augmentation													0.0							
Benefit from WSCP: Demand Reduction	80.0	90.0	90.0	80.0	55.0	45.0	35.0	30.0	27.0	18.0	45.0	64.0	659.0							
Revised Surplus/Shortage with WSCP	-16.3	-15.3	-17.4	-15.5	-10.3	-3.4	-4.3	-4.2	-6.3	30.8	-2.3	-4.4	-68.9							
% Revised Surplus/Shortage with WSCP	-6%	-5%	-6%	-6%	-6%	-2%	-4%	-5%	-7%	53%	-2%	-2%	-3%							

<sup>1</sup>Assessments are based on best available data at time of submitting the report and actual volumes could be different due to many factors.  
<sup>2</sup>Units of measure (AF, CCF, MG) must remain consistent.  
<sup>3</sup>When optional monthly volumes aren't provided, verify Tables 2 and 3 use the same columns for data entry and are reflected properly in Table 4 and make sure to use those same columns to enter the benefits from Planned WSCP Actions. Please see directions on the shortage balancing exercise in the Table Instructions. If a shortage is projected, the supplier is highly recommended to perform a monthly analysis to more accurately identify the time of shortage.

Table 5: Planned Water Shortage Response Actions			July 1, 2022		to June 30, 2023	
Anticipated Shortage Level Drop-down List of State Standard Levels (1 - 6) and Level 0 (No Shortage)	ACTIONS: Demand Reduction, Supply Augmentation, and Other Actions. (Drop-down List) These are the only categories that will be accepted by the WUedata online submittal tool. Select those that apply.	Is action already being implemented? (Y/N)	How much is action going to reduce the shortage gap?		When is shortage response action anticipated to be implemented?	
			Enter Amount	(Drop-down List) Select % or Volume Unit	Start Month	End Month
<i>Add additional rows as needed</i>						
All	Improve Customer Billing	Yes	1	%		
All	Expand Public Information Campaign	Yes	1	%		
All	Landscape - Restrict or prohibit runoff from landscape irrigation	Yes	2	%		
All	Other - Prohibit use of potable water for washing hard surfaces	Yes	2	%		
All	Other - Require automatic shut of hoses	Yes	2	%		
2	CII - Lodging establishment must offer opt out of linen service	Yes	2	%		
2	CII - Restaurants may only serve water upon request	Yes	2	%		
2	Water Features - Restrict water use for decorative water features, such as fountains	Yes	1	%		
3	Landscape - Limit landscape irrigation to specific days	Yes	15	%		
3	Other	Yes	3	%		
4	Landscape - Limit landscape irrigation to specific days	No		%		
5	Other water feature or swimming pool restriction	No		%		
5	Water Features - Restrict water use for decorative water features, such as fountains	No		%		
5	Other - Prohibit use of potable water for construction and dust control	No		%		
5	Other - Prohibit vehicle washing except at facilities using recycled or recirculating water	No		%		
5	CII - Other CII restriction or prohibition	No		%		
6	Moratorium or Net Zero Demand Increase on New Connections	No		%		
NOTES: Other: Expand public awareness programs to schools; Level 3 Landscape Restrictions - Limit landscape irrigation to 3 days per week; Level 4 Landscape Restrictions - Limit landscape irrigation to 1 day per week; Other water feature or swimming pool restriction: Filling of new pools prohibited, topping off or refilling of existing pools with cover allowable						



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 26, 2022**

Item 4

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** California State Water Resources Control Board Meeting Agenda Item 3, *“Consideration of a Proposed Resolution Regarding a Drought-Related Emergency Regulation for Water Conservation”*

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**Staff Recommendation**

Staff to provide recommendation based on the outcome of the State Water Resources Control Board May 24, 2022 Board Meeting. Direct staff as desired.

**Background**

At its meeting of April 28, 2022, the Board of Directors adopted Resolution 2022-12, implementing water use restrictions (Level 3 [30 percent reduction in water supplies]) as outlined in the Water Shortage Contingency Plan and as mandated by the State Water Resources Control Board through the Governor’s Executive Order N-7-22.

**Summary**

District staff anticipates that the State Water Resources Control Board (SWRCB) will consider and most likely take action at its May 24, 2022 Board Meeting on Agenda Item 3 “Consideration of a Proposed Resolution Regarding a Drought-Related Emergency Regulation for Water Conservation” (Attachment 1) to adopt the emergency regulation reduce water demands and improve water conservation.

The proposed SWRCB Resolution, should it be adopted, would remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions.

With the adoption of Resolution 2022-12, the District has positioned itself to generally align with the proposed SWRCB Resolution to reduce water demand and improve water conservation.

District Staff recommends the Board of Directors review the attached proposed SWRCB Resolution and Emergency Regulation and specifically identifies that the following items within that text are worth further review and discussion. Said text is as follows:

9. [SaveWater.CA.Gov](https://www.savewater.ca.gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Board and relevant local water supplier.



14. The emergency regulation exempts suppliers from enforcing connection moratoria, if their Level 2 demand management actions call for them, because new residential connections are critical to addressing the state's housing supply shortage. However, the Board recognizes connections for other projects may not be appropriate given the shortage conditions and urges water suppliers to carefully evaluate new development projects for their water use impacts.

16. The Board directs staff to consider the following in pursuing any enforcement of section 996, subdivision (e): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.

- (e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
- (2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

At the April 28, 2022 District Board Meeting, District staff identified some uncertainties with the position of the SWRCB from the Governor's March 28, 2022 Executive Order (N-7-22). Based on the attached and above information identified by the SWRCB, District staff believes that further discussion is needed to determine whether or not the considerations set forth in Resolution 2022-12 will achieve the State's required water demand reductions and improved water conservation measures.

Subsequent to further Board discussion and Direction, Staff may propose to revise and/or amend the District's Resolution 2022-12 and bring those revisions to the Board for further consideration.

### **Fiscal Impact**

All potential fiscal impacts will be analyzed and presented to the Board upon results of the analysis.

### **Attachments**

1. California State Water Resources Control Board Meeting Agenda (May 24, 2022) Item 3
  - a. Staff report
  - b. Resolution
  - c. Proposed Regulations
2. BCVWD Resolution 2022-12, April 28, 2022

## **Item 4 - Attachment 1a**

**STATE WATER RESOURCES CONTROL BOARD  
BOARD MEETING SESSION  
OFFICE OF RESEARCH PLANNING AND PERFORMANCE  
MAY 24, 2022**

### **ITEM 3**

#### **SUBJECT**

CONSIDERATION OF A PROPOSED RESOLUTION REGARDING A DROUGHT-RELATED EMERGENCY REGULATION FOR WATER CONSERVATION

#### **DISCUSSION**

On April 12, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, Governor Newsom proclaimed states of emergency that continue today and exist across all the counties of California, due to extreme and expanding drought conditions.

On March 28, 2022, in Executive Order N-7-22, the Governor affirmed that the orders and provisions contained in the four Proclamations from 2021 remain in full force and effect, except as modified by those Proclamations, and called on all Californians to reduce water use and directed specific State agencies to take actions in support of water conservation. Immediate action is needed to ensure water suppliers and all Californians are taking sufficient actions to conserve water and preserve the State's water supply.

Executive Order N-7-22 directs the State Water Board to consider adopting an emergency regulation by May 25, 2022, that requires urban water suppliers to submit preliminary supply and demand assessments to the Department of Water Resources by June 1, 2022; that requires urban water suppliers to implement Level 2 demand reduction actions by a date determined by the State Water Board; and that defines "non-functional turf" and bans the irrigation of non-functional turf in commercial, industrial, and institutional sectors. Emergency regulations adopted under Water Code section 1058.5 may remain in effect for up to one year, unless rescinded earlier, or extended by the State Water Board.

#### **POLICY ISSUE**

Should the State Water Board adopt the proposed resolution and accompanying regulation?

**FISCAL IMPACT**

Reduced water sales due to demand reductions, and increased communication costs may lead to one-time fiscal impacts for the water sector, statewide, of approximately \$400 million.

**REGIONAL BOARD IMPACT**

None.

**STAFF RECOMMENDATION**

Staff recommends that the State Water Board adopt the proposed resolution adopting the emergency regulation.

# DRAFT Item 4 - Attachment 1b

## STATE WATER RESOURCES CONTROL BOARD RESOLUTION NO. 2022-

### TO ADOPT AN EMERGENCY REGULATION TO REDUCE WATER DEMAND AND IMPROVE WATER CONSERVATION

#### WHEREAS:

1. On April 21, May 10, July 8, and October 19, 2021, Governor Newsom issued proclamations that a state of emergency exists statewide due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. These proclamations urge Californians to reduce their water use.
3. On March 28, 2022, Governor Newsom signed an Executive Order directing the State Water Resources Control Board (State Water Board or Board) to consider adopting emergency regulations to increase water conservation. The Executive Order includes a request that the Board require urban water suppliers to implement Level 2 of their water shortage contingency plans, establish water shortage response actions for urban water suppliers that have not submitted water shortage contingency plans, taking into consideration model actions that the Department of Water Resources, and establish a ban on the irrigation of non-functional turf by entities in the commercial, industrial, and institutional sectors.
4. Many Californians and urban water suppliers have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought requires additional conservation actions from urban water suppliers, residents, and the commercial, industrial, and institutional sectors.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend limited water supplies through this summer and into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers added flexibility to manage their systems effectively over time. The more water that is conserved now, the less likely it is that a community will experience dire shortages that may require water rationing or other emergency actions.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for irrigation of lawns and outdoor landscaping irrigation. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

# DRAFT

7. The use of potable water to irrigate turf on commercial, industrial, or institutional properties that is not regularly used for human recreational purposes or for civic or community events can be reduced in commercial, industrial, and institutional areas to protect local water resources and enhance water resiliency.
8. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](http://SaveOurWater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
9. [SaveWater.CA.Gov](http://SaveWater.CA.Gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Board and relevant local water supplier.
10. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
11. On March 28, 2022, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
12. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
13. On May 13, 2022, the State Water Board issued public notice that it will consider the adoption of the regulation at the Board’s regularly scheduled May 24, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
14. The emergency regulation exempts suppliers from enforcing connection moratoria, if their Level 2 demand management actions call for them, because new residential connections are critical to addressing the state’s housing supply shortage. However, the Board recognizes connections for other projects may not be appropriate given the shortage conditions and urges water suppliers to carefully evaluate new development projects for their water use impacts.

# DRAFT

15. Disadvantaged communities may require assistance responding to Level 2 conservation requirements, including irrigation restrictions, temporary changes to rate structures, and prohibited water uses. State shortage contingency plans aimed at increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation. This assistance should include but not be limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
16. The Board directs staff to consider the following in pursuing any enforcement of section 996, subdivision (e): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
17. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 16. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

## THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 996, as appended to this resolution as an emergency regulation that applies to urban water suppliers, as defined by Water Code section 10617.
2. State Water Board staff shall submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

## **D R A F T**

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulation.
6. The State Water Board directs staff to allow urban water suppliers to include information on efforts to maintain trees through the monthly conservation reporting form that urban water suppliers submit to the Board.
7. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

### **CERTIFICATION**

The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on May 24, 2022.

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Jeanine Townsend  
Clerk to the Board

**PROPOSED EMERGENCY REGULATION TEXT**

*Version: May 13, 2022*

**Title 23. Waters**

**Division 3. State Water Resources Control Board and Regional Water Quality Control Boards**

**Chapter 3.5. Urban Water Use Efficiency and Conservation**

**Article 2. Prevention of Drought Wasteful Water Uses**

§ 996. Urban Drought Response Actions

(a) As used in this section:

(1) “Commercial, industrial and institutional” refers to commercial water users, industrial water users, and institutional water users as respectively defined in Water Code, section 10608.12, subdivisions (e), (i), and (j), and includes homeowners’ associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities’ members or separate interests.

(2) “Common interest development” has the same meaning as in section 4100 of the Civil Code.

(3) “Community service organization or similar entity” has the same meaning as in section 4110 of the Civil Code.

(4) “Homeowners’ association” means an “association” as defined in section 4080 of the Civil Code.

(5) “Non-functional turf” means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events. Non-functional turf does not include sports fields and turf that is regularly used for human recreational purposes or for civic or community events.

(6) “Separate interest” has the same meaning as in section 4185 of the Civil Code.

(7) “Turf” has the same meaning as in section 491.

(8) “Urban water supplier” has the same meaning as Water Code section 10617.

(9) “Water shortage contingency plan” means the plan required by Water Code section 10632.

- (b) Each urban water supplier shall submit to the Department of Water Resources a preliminary annual water supply and demand assessment consistent with section 10632.1 of the Water Code no later than June 1, 2022, and submit a final annual water supply and demand assessment to the Department of Water Resources no later than the deadline set by section 10632.1 of the Water Code.
- (c) (1) Each urban water supplier that has submitted a water shortage contingency plan to the Department of Water Resources shall implement by June 10, 2022, at a minimum, the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten to twenty percent (Level 2).
- (2) Notwithstanding subdivision (1), urban water suppliers shall not be required to implement new residential connection moratoria pursuant to this section.
- (d) Each urban water supplier that has not submitted a water shortage contingency plan to the Department of Water Resources shall, by June 10, 2022, and continuing until the supplier has implemented the demand reduction actions identified in the supplier's water shortage contingency plan adopted under Water Code 10632 for a shortage level of ten to twenty percent (Level 2), implement at a minimum the following actions:
- (1) Initiate a public information and outreach campaign for water conservation and promptly and effectively reach the supplier's customers, using efforts such as email, paper mail, bill inserts, customer app notifications, news articles, websites, community events, radio and television, billboards, and social media.
- (2) Implement and enforce a rule or ordinance limiting landscape irrigation to no more than two days per week and prohibiting landscape irrigation between the hours of 10:00 a.m. and 6:00 p.m.
- (3) Implement and enforce a rule or ordinance banning, at a minimum, the water uses prohibited by section 995. Adoption of a rule or ordinance is not required if the supplier has authority to enforce, as infractions, the prohibitions in section 995 and takes enforcement against violations.
- (e) (1) To prevent the unreasonable use of water and to promote water conservation, the use of potable water is prohibited for the irrigation of non-functional turf at commercial, industrial, and institutional sites.
- (2) Notwithstanding subdivision (e)(1), the use of water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need.

- (f) The taking of any action prohibited in subdivision (e) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.
- (g) A decision or order issued under this section by the Board, or an officer or employee of the Board, is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, and 4185, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, 1122, 10608.12, 10617, 10632, and 10632.1, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

## Item 4 - Attachment 2

### RESOLUTION 2022-12

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT AUTHORIZING THE IMPLEMENTATION OF WATER USE RESTRICTIONS AND RESCINDING RESOLUTION 2016-05

**WHEREAS**, on October 19, 2021, California Governor Gavin Newsom extended an emergency proclamation of drought across Riverside County, and on March 28, 2022, issued Executive Order N-7-22 directing the State Water Resources Control Board (SWRCB) to consider adopting emergency drought regulations by May 25, 2022, which would be intended to safeguard urban water supplies as the drought continues, minimize the potential for waste and unreasonable use of water, and to achieve a statewide potable water usage reduction; and

**WHEREAS**, on January 4, 2022, the SWRCB adopted Emergency Regulations which prohibit certain uses of potable water; and

**WHEREAS**, the State Water Project has informed the State Water Contractors that the 2022 water supply allocation will be just 5 percent; and

**WHEREAS**, the Board of Directors finds that:

1. The drought conditions which formed the basis of Governor Newsom's declarations of emergency continue to exist and there is need for District customers to use water efficiently and increase conservation efforts
2. The conditions of a Water Shortage Level 3 exist as outlined in the Water Shortage Contingency Plan adopted by the Board with Resolution 2021-14 on August 26, 2021
3. Implementation of water usage restrictions is in the best interests of the District to preserve storage supplies in the Beaumont Basin

**NOW THEREFORE, BE IT RESOLVED** by the Board of Directors of the Beaumont-Cherry Valley Water District that:

1. Implementation of emergency water use regulations was previously adopted by the Board of Directors with Resolution 2016-05 which shall be rescinded by the adoption of this resolution.
2. A Water Shortage Level 3 of the District's Water Shortage Contingency Plan is declared.
3. The water conservation measures identified in Attachment A to this resolution are mandatory and violations are subject to penalties, fees, and remedies as described herein.
4. All persons using water provided by the Beaumont-Cherry Valley Water District shall comply with the restrictions as defined in Section 3 of Attachment A to this resolution herein, except where recycled water or other non-potable water is used.
5. The provisions of this resolution will remain in effect until rescinded by declaration of the Board of Directors

ADOPTED this 28 day of April, 2022, by the following vote:

AYES: Williams, Covington, Stawson, Hoffman

NOES:

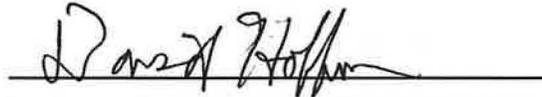
ABSTAIN: Ramirez

ABSENT:

ATTEST:



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



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

Attachment A:  
Water Shortage Level 3

ATTACHMENT A  
WATER SHORTAGE LEVEL 3

**SECTION 1: MANDATORY PROHIBITIONS ON WATER WASTE**

Under the Emergency Regulations adopted on January 4, 2022 (effective January 18, 2022), by the State Water Resources Control Board the following are prohibited:

1. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.
2. Use of a hose dispensing potable water for car washing without a shutoff nozzle
3. The application of potable water to sidewalks, driveways, and other impervious surface(s)
4. The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public
5. Use of potable water for decorative fountains, or the filling or topping off lakes or ponds
6. Application of water to irrigate turf and ornamental landscapes during and within 48 hours of measurable rainfall of at least one fourth of one inch of rain

**SECTION 2: WATER USE RESTRICTIONS**

1. Residential lawn watering, parks, sports parks, schools, and ornamental (non-functional) turf on street median/parkway landscape watering is restricted between the hours of 8:00 p.m. and 8:00 a.m., three (3) days per week from May through October
  - a. Monday, Wednesday, and Friday for "odd" addresses
  - b. Tuesday, Thursday, and Sunday for "even" addresses
  - c. Meter accounts that do not have a physical address shall conform with the irrigation schedule of "odd" addresses
2. Residential lawn watering, parks, sports parks, schools, and ornamental (non-functional) turf on street median/parkway landscape watering is restricted between the hours of 8:00 p.m. and 8:00 a.m., two (2) days per week from November through April
  - a. Monday and Friday for "odd" addresses
  - b. Tuesday and Saturday for "even" addresses
  - c. Meter accounts that do not have a physical address shall conform with the irrigation schedule of "odd" addresses
3. Restaurants and other food service establishments may only serve water to customers upon request
4. Lodging facilities must provide guests with the option of opting out of linen services (daily laundering). Lodging facilities to display the option to opt out clearly in each room
5. Pools
  - a. No filling of new swimming pools
  - b. Topping off existing pools is permitted

- c. Homeowners Association (HOA) and other community pools shall implement necessary protocols to minimize the draining and refilling of their respective pools
6. Issuance of construction meters shall be conditionally allowed under the following:
- a. Activities related to rough grading shall be subject to Board Approval.
    - i. Applicant shall identify to staff grading duration, approximate quantity of water needed and conditions for which the Board of Directors is to consider.
  - b. Frequency of monitoring shall be determined on a case-by-case basis as determined by actual consumption requirements.

### SECTION 3: PENALTIES, FEES, AND REMEDIES

The following financial penalties will be imposed a when a customer violates the mandatory restrictions set forth in Sections 1 and 2 above:

1. First Violation – Written Notice

Any notice required by this proposed Resolution may include, for example and not by way of limitation, the following information:

- a. The water conservation stage and restrictions that are in effect
  - b. Actions required for compliance in order to prevent future violation
  - c. Penalties and enforcement actions which may be imposed for future violations
2. Second violation: A penalty will be imposed in an amount equal to 10 percent of the customer's current water bill
3. Third violation: A penalty will be imposed in an amount equal to 20 percent of the customer's current water bill
4. Fourth Violation: A penalty will be imposed in an amount equal to 30 percent of the customer's current water bill
5. Fifth Violation (and any subsequent violation): A penalty will be imposed in an amount equal to 50 percent of the customer's current water bill

In the event of any violation after the fifth violation, the Board of Directors, may determine, in its reasonable discretion, that the continued violation of restrictions set forth in the Resolution warrant the initiation of procedures for the suspension or termination of water service pursuant to Part 15 of the District's Regulations Governing Water Service.



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 26, 2022**

Item 5

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Continued Review of California Drought Conditions, District Urban Water Management Plan and Water Shortage Contingency Plan, BCVWD Resolution 2022-12 Implementing Water Use Restrictions, and Other Drought Response

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**Staff Recommendation**

None. Direct staff as desired.

**Summary**

At its meeting of April 28, 2022, the Board of Directors adopted Resolution 2022-12, implementing water use restrictions as outlined in the Water Shortage Contingency Plan and as mandated by the State Water Resources Control Board.

**News**

**Gov. Newsom pushes need for conservation during visit to SoCal water recycling facility**

*"We're experiencing things we've never experienced," he said*

ABC 7 Los Angeles 5/17/2022

<https://abc7.com/gavin-newsom-drought-event-water-recycling-facility/11861328/>

**California is in a water crisis, yet usage is way up. Officials are focused on the wrong problem, advocates say.**

CNN 5/15/2022

<https://edition.cnn.com/2022/05/15/us/california-water-usage-increase-drought-climate/index.html>

**Facing a new climate reality, Southern California lawns could wither**

*The region's adopted unprecedented water conservation measures to cope with its relentless drought, sparking a backlash*

The Washington Post 5/9/2022

<https://www.washingtonpost.com/climate-environment/2022/05/09/california-drought-lawns-climate-change/>

**Newsom announces plan to address California drought**

Fox 11 Los Angeles 5/17/2022

<https://news.yahoo.com/newsom-announces-plan-address-california-003903330.html>

**California braces for extreme summer drought after dismal wet season**

*Reservoirs and snowpack are wildly below average, causing officials to enact water restrictions*

The Washington Post 5/11/2022

<https://www.washingtonpost.com/weather/2022/05/11/california-drought-summer-restrictions-snowpack/>



## **Big Water Abusers Ignored as California Drought Persists**

*As the California drought continues, Governor Newsom must move beyond voluntary measures and reign in California's largest water abusers*

Food & Water Watch 5/17/2022

<https://www.foodandwaterwatch.org/2022/05/17/big-water-abusers-ignored-as-california-drought-persists/>

## **Resources**

Save Our Water

(Social media posts, posters, etc.)

<https://saveourwater.com/en/Partner-Toolkit>

Pacific Institute – California Drought Conditions and Impacts

<https://www.californiadrought.org/>

California Water Watch

<https://cww.water.ca.gov/>

California Drought Action

<https://drought.ca.gov/>

CalMatters Water and Drought Tracker

<https://calmatters.org/california-drought-monitor/>

USDA Natural Resources Conservation Service

Snow maps, etc.

<https://www.nrcs.usda.gov/wps/portal/nrcs/site/ca/home/>

NOAA / National Integrated Drought Information System

Snow Drought: Data and maps

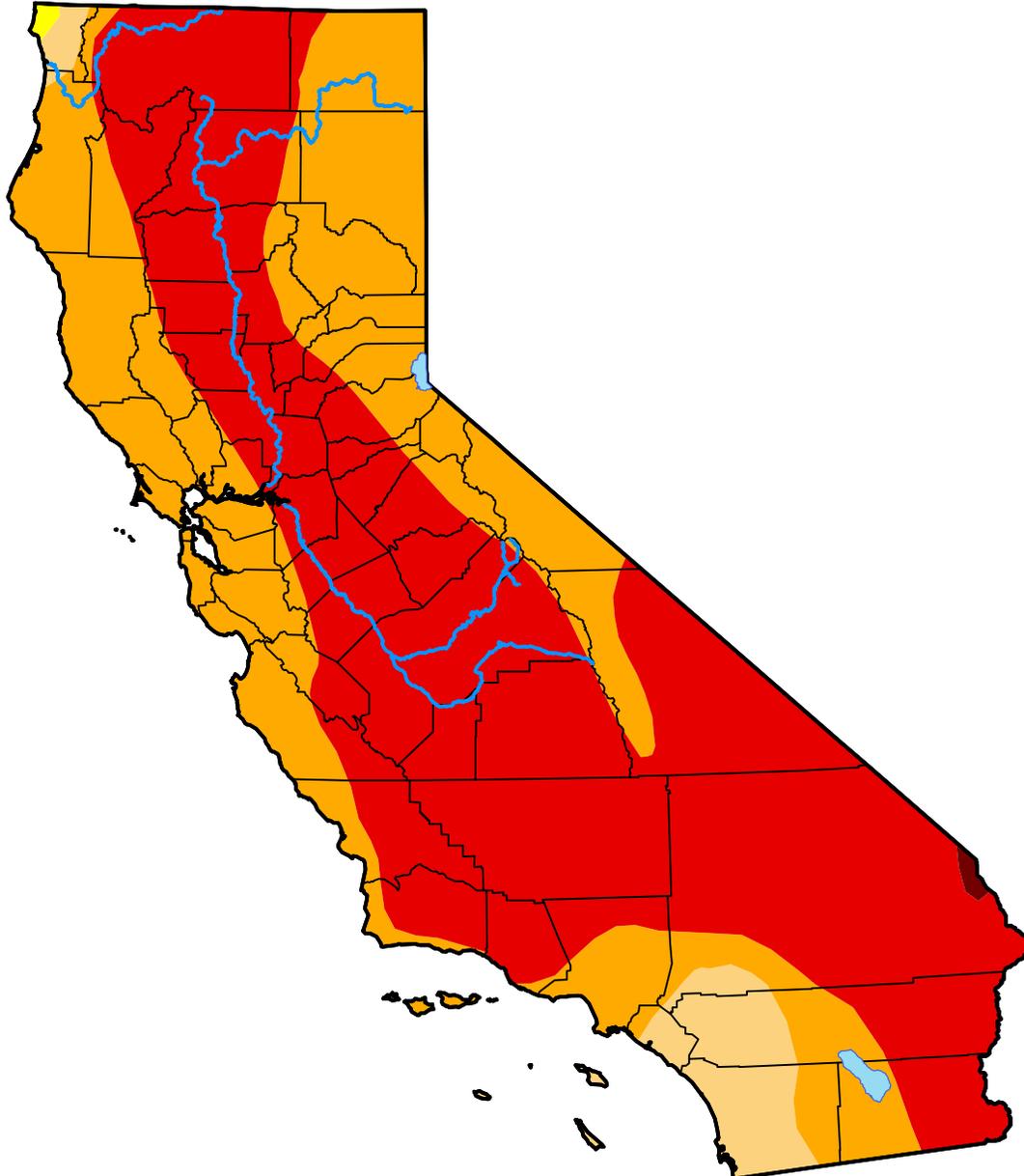
<https://www.drought.gov/topics/snow-drought>

## **Attachments**

1. California Drought Monitor Map – May 17, 2022
2. Reservoir Conditions – May 17, 2022

# U.S. Drought Monitor California

**May 17, 2022**  
(Released Thursday, May. 19, 2022)  
Valid 8 a.m. EDT



*Drought Conditions (Percent Area)*

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	0.00	100.00	99.86	95.14	59.81	0.18
<b>Last Week</b> <i>05-10-2022</i>	0.00	100.00	99.86	95.14	59.81	0.00
<b>3 Months Ago</b> <i>02-15-2022</i>	0.00	100.00	99.57	66.39	1.39	0.00
<b>Start of Calendar Year</b> <i>01-04-2022</i>	0.00	100.00	99.30	67.62	16.60	0.84
<b>Start of Water Year</b> <i>09-28-2021</i>	0.00	100.00	100.00	93.93	87.88	45.66
<b>One Year Ago</b> <i>05-18-2021</i>	0.00	100.00	100.00	94.31	73.33	15.91

***Intensity:***

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

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

***Author:***

Richard Heim  
NCEI/NOAA



**droughtmonitor.unl.edu**

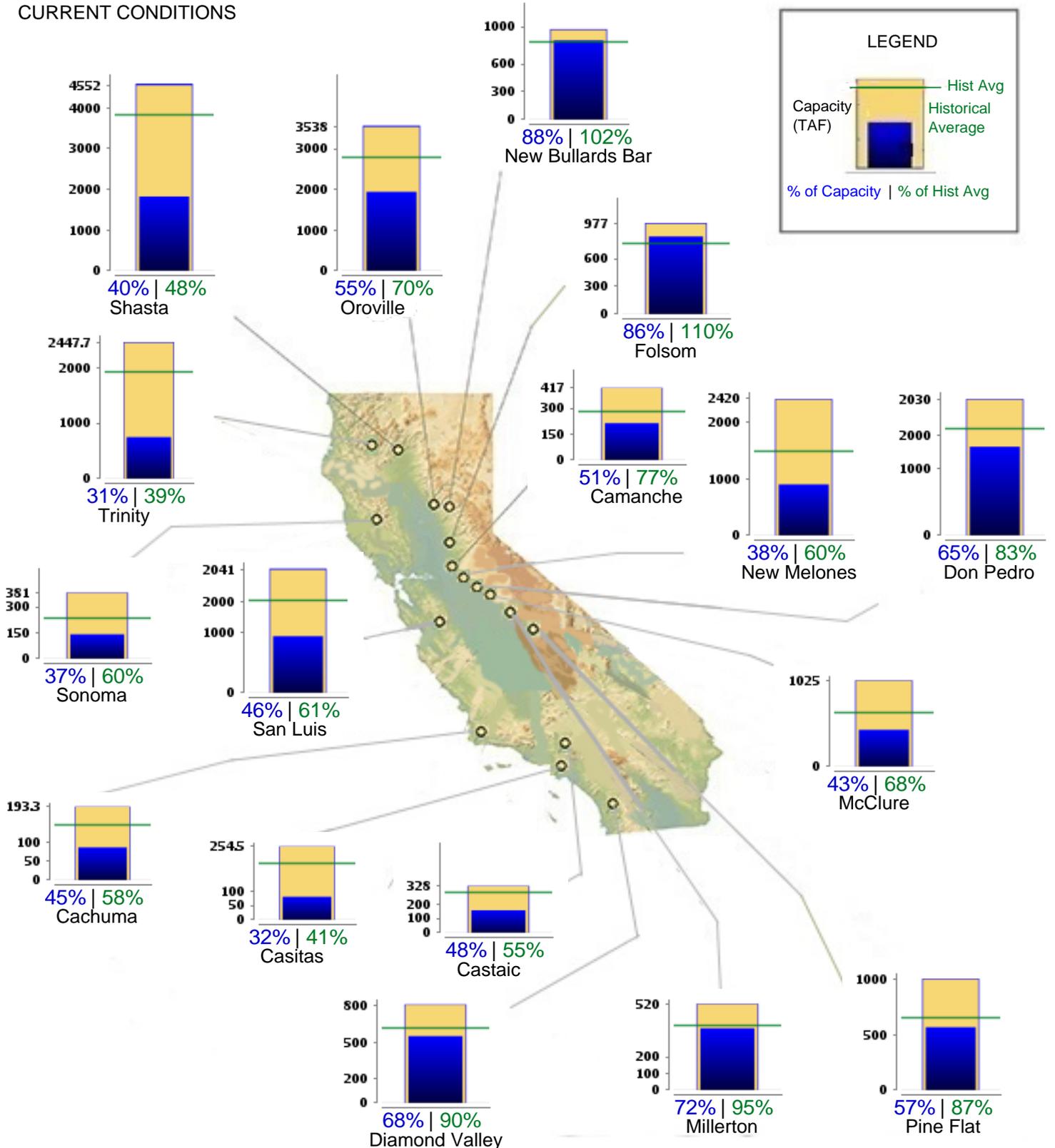


# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - May 17, 2022

### CURRENT CONDITIONS



Updated 05/18/2022 04:48 PM



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 26, 2022**

Item 6

**STAFF REPORT**

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** Receive and File: Two-year renewal of Lease Agreement with A-1 Properties for Engineering Office located at 851 E. 6th Street, Beaumont

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**Staff Recommendation**

Receive and file the lease agreement for 851 E. 6th Street, Suite A-3, Beaumont, CA for the Engineering Office.

**Background**

In 2019, BCVWD executed a three-year lease agreement for commercial office space at 851 E. 6<sup>th</sup> Street for location of the Engineering staff. The location has proven adequate for the District's current needs, and staff has activated the two-year option for renewal of the lease through May 9, 2024.

The terms have been corrected as noted at the May 11, 2022 Board meeting.

**Fiscal Impact**

Per the terms of the lease agreement, an escalator of 8.7 percent was activated based on the Cost of Living Index. The new monthly lease payment is \$2,317.96. This was approved by the Board as part of the adoption of the Fiscal Year 2022 budget (Resolution 2021-25).

**Attachments:**

1. Executed lease agreement

Staff Report prepared by Lynda Kerney, Administrative Assistant

COPY



CALIFORNIA ASSOCIATION OF REALTORS®

COMMERCIAL LEASE AGREEMENT (C.A.R. Form CL, Revised 12/15)

Date (For reference only): April 7, 2022

A-1 Financial LLC
Beaumont-Cherry Valley Water District

(Landlord) and (Tenant) agree as follows:

1. PROPERTY: Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 851 E. 6th St Beaumont, Ca. 92223 Suite A-3 (Premises), which comprise approximately 14.000 % of the total square footage of rentable space in the entire property. See exhibit for a further description of the Premises.

2. TERM: The term begins on (date) May 10, 2022 (Commencement Date), (Check A or B):

- A. Lease: and shall terminate on (date) May 9, 2024 at 12:00 AM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy...
B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date...
C. RENEWAL OR EXTENSION TERMS: See attached addendum Addendum One dated May 10 2019

3. BASE RENT:

- A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):
(1) \$ per month, for the term of the agreement.
[X] (2) \$2,317.96 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers (CPI) for Riverside County (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
(3) \$ per month for the period commencing and ending and \$ per month for the period commencing and ending and \$ per month for the period commencing and ending.
(4) In accordance with the attached rent schedule.
(5) Other:
B. Base Rent is payable in advance on the 1st (or ) day of each calendar month, and is delinquent on the next day.
C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. RENT:

- A. Definition: (Rent) shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
B. Payment: Rent shall be paid to (Name) A-1 Financial P.O. Box 890884, Temecula Ca. 92584 at (address) location specified by Landlord in writing to Tenant.
C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. EARLY POSSESSION: Tenant is entitled to possession of the Premises on If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. SECURITY DEPOSIT:

- A. Tenant agrees to pay Landlord \$ as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED: ) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds (NSF) fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
C. No interest will be paid on security deposit, unless required by local ordinance.

Landlord's Initials

Tenant's Initials

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COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

**7. PAYMENTS:**

	<u>TOTAL DUE</u>	<u>PAYMENT RECEIVED</u>	<u>BALANCE DUE</u>	<u>DUE DATE</u>
A. Rent: From _____ To _____ Date Date	\$ _____	\$ _____	\$ _____	_____
B. Security Deposit .....	\$ _____	\$ _____	\$ _____	_____
C. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total: .....	\$ _____	\$ _____	\$ _____	_____

8. **PARKING:** Tenant is entitled to \_\_\_\_\_ unreserved and 3 reserved vehicle parking spaces. The right to parking  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: Interior of Suite A-3 only. The right to additional storage space  is  is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$20.00 per day as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: \_\_\_\_\_  
Items listed as exceptions shall be dealt with in the following manner: \_\_\_\_\_

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are, now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant. Electricity, Cleaning, Alarm, Internet, telephone

**14. PROPERTY OPERATING EXPENSES:**

A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real property taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. \_\_\_\_\_

OR B.  (If checked) Paragraph 14 does not apply.

15. **USE:** The Premises are for the sole use as Beaumont Cherry Valley Water District Offices. No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

**17. MAINTENANCE:**

A. Tenant OR  (If checked, Landlord) shall professionally maintain the Premises including ~~heating, air conditioning, electrical, plumbing and water systems~~, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.

B. Landlord OR  (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and Air Conditioning (HVAC), Exterior, Electrical, Water Systems

*INTERIOR*

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

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COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 6)



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or  Any time) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or  \_\_\_\_\_) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) Contact person name and current phone numbers.

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of the Premises. If total or partial destruction or damage occurs as a result of an act of Tenant or Tenant's guests, (i) only Landlord shall have the right, at Landlord's sole discretion, within 30 days after such total or partial destruction or damage to treat the lease as terminated by Tenant, and (ii) Landlord shall have the right to recover damages from Tenant.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and trade fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry (i) liability insurance in an amount of not less than \$Two Million and (ii) property insurance in an amount sufficient to cover the replacement cost of the property if Tenant is responsible for maintenance under paragraph 17B. Tenant's insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ Two Million, plus property insurance in an amount sufficient to cover the replacement cost of the property unless Tenant is responsible for maintenance pursuant to paragraph 17B. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials [Signature]

Tenant's Initials [Signature]



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:** Landlord states that the Premises  has, or  has not been inspected by a Certified Access Specialist. If so, Landlord states that the Premises  has, or  has not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53.

35. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 35B(2) below. Paragraphs 35B(2) and (3) apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 35B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.

(2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

(3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Landlord's Initials [Signature] Tenant's Initials RLS

Landlord's Initials [Signature]

Tenant's Initials RLS



36. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

37. **NOTICE:** Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:

Landlord: A-1 Financial P.O. Box 890884, Temecula Ca. 92584

Tenant: Beaumont-Cherry Valley Water District

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

38. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

39. **INDEMNIFICATION:** Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

40. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** 1. Any structural alterations must be done by a licensed contractor and a plot plan submitted to the Landlord for approval prior to the commencement of work. 2. Anything permanently attached to walls and removed by the tenant shall be required to be patched and painted. 3. Tenant shall maintain interior items (Leasehold improvements) including plumbing, electrical, and pest control, except sewer. (see item 17-A) 4. Any needed repairs stemming from or caused by the tenant (As determined in writing by the vendor) shall be billed to Tenant and payable with the following month's rent. 5. A security deposit may be used to restore the unit to rentable condition if required. 6. Any re-key by Tenant shall be at Tenants expense and must be re-keyed to master and a copy provided to the Landlord. Call for our locksmith's number. 7. Signage is Tenants responsibility and must conform in size and color to all building signs. Black lettering on monument and Brown and Cream on all building markees. Any additional signage requires prior Landlords consent and City approval if applicable. 8. If suite alarm is desired and is strongly recommended, please contact Pacific Alarm at (951)-845-1666. Robert can meet with you for a free estimate of the cost. The building is alarmed only for HVAC units and each unit for fire. The general price is approximately \$40.00 per month to give you an idea of the cost of individual alarms. 9. The contents of your suite are not covered by our insurance. It is recommended to add this coverage to the two million dollars of liability which is mandatory with A-1 Financial LLC to be an additional loss payee. The proof of insurance is due within 45 days of lease renewal or beginning of occupancy. 11. Plans for proposed Tenant build-out to be given to Landlord for approval prior to the start of any construction.

The following ATTACHED supplements/exhibits are incorporated in this agreement:  Option Agreement (C.A.R. Form OA)

41. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A.

42. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

43. **BROKERAGE:** Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 43.

44. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:  
Listing Agent: \_\_\_\_\_ (Print Firm Name) is the agent of (check one):  
 the Landlord exclusively; or  both the Tenant and Landlord.  
Selling Agent: \_\_\_\_\_ (Print Firm Name) (if not same as Listing Agent) is the agent of (check one):  
 the Tenant exclusively; or  the Landlord exclusively; or  both the Tenant and Landlord.  
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )



Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant [Signature] Date 5/2/2022  
Beaumont-Cherry Valley Water District DANIEL K. JAGGERS  
(Print name)  
Address 560 Magnolia Ave. City Beaumont State Ca. Zip 92223

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
(Print name)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) Beaumont-Cherry Valley Water District  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
Address 560 Magnolia Ave City Beaumont State Ca. Zip 92223  
Telephone (951)845-9581 Fax (951)845-0159 E-mail dan.jaggars@bcvwd.org

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord [Signature] Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement) A-1 Financial LLC  
Address PO BOX 840884 City TEMECULA State CA Zip 92584

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
(owner or agent with authority to enter into this agreement)  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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**COMMERCIAL LEASE CONSTRUCTION  
ACCESSIBILITY ADDENDUM**  
(C.A.R. Form CLCA 11/16)

This is an addendum to the Commercial Lease Agreement (lease) dated April 7, 2022  
in which A-1 Financial LLC is referred to as "Landlord"  
and Beaumont-Cherry Valley Water District is referred to as "Tenant".  
Paragraph 34 of the lease is deleted in its entirety and replaced by the following:

**Paragraph 34. CONSTRUCTION-RELATED ACCESSIBILITY STANDARDS:**

- A. Landlord states that the Premises  have, or  have not been inspected by a Certified Access Specialist (CASp).
- B. If the Premises have been inspected by a CASp,
- (1) Landlord states that the Premises  have, or  have not been determined to meet all applicable construction-related accessibility standards pursuant to Civil Code Section 55.53. Landlord shall provide Tenant a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) as specified below.
  - (2)  (i) Tenant has received a copy of the report at least 48 hours before executing this lease. Tenant has no right to rescind the lease based upon information contained in the report.
- OR  (ii) Tenant has received a copy of the report prior to, but no more than, 48 hours before, executing this lease. Based upon information contained in the report, Tenant has 72 hours after execution of this lease to rescind it.
- OR  (iii) Tenant has not received a copy of the report prepared by the CASp prior to execution of this lease. Landlord shall provide a copy of the report prepared by the CASp (and, if applicable a copy of the disability access inspection certificate) within 7 days after execution of this lease. Tenant shall have up to 3 days thereafter to rescind the lease based upon information in the report.
- C. If the Premises have not been inspected by a CASp or a certificate was not issued by the CASp who conducted the inspection,  
"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."
- D. Notwithstanding anything to the contrary in paragraph 17, 18, 19 or elsewhere in the lease, any repairs or modifications necessary to correct violations of construction related accessibility standards are the responsibility of Tenant,  Landlord,  Other \_\_\_\_\_.

Tenant (Signature) [Signature] Date 5/2/2022

Tenant (Print name) Beaumont-Cherry Valley Water District

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Print name) \_\_\_\_\_

Landlord (Signature) [Signature] Date 5/11/2022

Landlord (Print name) A-1 Financial LLC

Landlord (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Landlord (Print name) \_\_\_\_\_

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COPY

## Annual Rent Increase Letter

Date: 04/05/2022

Attn: Accounts Payable

RE: Change in Rent Notice per lease agreement

Tenant's name: Beaumont-Cherry Valley Water District

Please be advised that effective 05/01/2022 the monthly rent for the premises

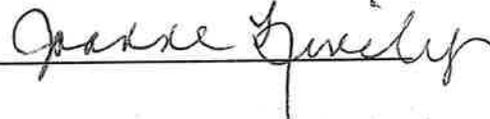
Located at 851 E. Sixth St, Beaumont, Ca. 92223 Suite A-3 where you are currently a tenant will be increased to \$2,317.96 per month, payable in advance on/or before the 1<sup>st</sup> of each month. This amount is calculated based on the 12 month increase of the CPI of 8% (eight percent)

This is a change of \$183.32 from your previous rent of \$2,134.64 per month. All other terms of your tenancy as outlined in your lease, and any addendums will remain in effect. I appreciate your consideration in this matter. Feel free to contact me with any questions or concerns.

Consumer price index print out attached.

Sincerely,

Landlord/Property manager : A-1 Financial (951)699-4556

Signature: 



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## Consumer Price Index, Riverside Area – January 2022

Area prices were up 1.5 percent over the past two months, up 8.6 percent from a year ago

Prices in the Riverside area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 1.5 percent for the two months ending in January 2022, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) Regional Commissioner Chris Rosenlund noted that the January increase was influenced by higher prices for household furnishings and operations and shelter. (Data in this report are not seasonally adjusted. Accordingly, bi-monthly changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 8.6 percent. (See [chart 1](#) and [table A](#).) Food prices rose 5.8 percent. Energy prices jumped 35.3 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy rose 6.3 percent over the year. (See [table 1](#).)

### News Release Information

22-220-SAN  
Thursday, February 10, 2022

### Contacts

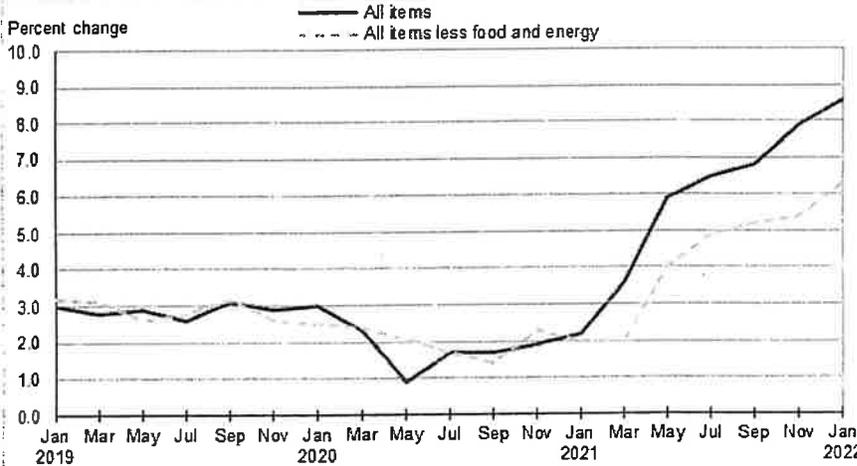
**Technical information:**  
(415) 625-2270  
[BLInfoSF@bls.gov](mailto:BLInfoSF@bls.gov)  
[www.bls.gov/regions/west](http://www.bls.gov/regions/west)

**Media contact:**  
(415) 625-2270

### PDF

[PDF version](#)

**Chart 1. Over-the-year percent change in CPI-U, Riverside-San Bernardino-Ontario, CA, January 2019–January 2022**



Source: U.S. Bureau of Labor Statistics.

[View Chart Data](#)

*Handwritten calculations:*

$$\begin{aligned} & \$2,134.64 \text{ Current} \\ & \times 8.6\% \text{ CPI} \\ & \hline & 183.37 \end{aligned}$$

$$\begin{aligned} & \$2,134.64 \\ & - 183.37 \\ & \hline & \$2,317.96 \end{aligned}$$

*New Assessment*

### Food

Food prices advanced 1.2 percent for the two months ending in January. (See [table 1](#).) Price changes for food at home sub-categories were mixed, with an overall increase of 1.5 percent. Prices for food away from home advanced 0.9 percent for the same period.

Over the year, food prices rose 5.8 percent. Prices for food at home rose 7.2 percent, influenced by higher prices for meats, poultry, fish, and eggs (11.7 percent) and other food at home (10.5 percent). Since a year ago, prices for food away from home increased 4.2 percent.

### Energy

The energy index advanced 2.3 percent for the two months ending in January. The increase was mainly due to higher prices for natural gas service (12.0 percent). Prices for electricity advanced 2.6 percent, and prices for gasoline rose 0.8 percent for the same period.

Energy prices jumped 35.3 percent over the year, largely due to higher prices for gasoline (42.8 percent). Prices paid for natural gas service increased 31.3 percent, and prices for electricity increased 24.4 percent during the past year.

### All items less food and energy

The index for all items less food and energy rose 1.4 percent in the latest two-month period. Higher prices for household furnishings and operations (8.3 percent) and shelter (0.8 percent) were partially offset by lower prices for education and communication (-1.3 percent) and new vehicles (-1.1 percent).

Over the year, the index for all items less food and energy rose 6.3 percent. Components contributing to the increase included used cars and trucks (38.6 percent), household furnishings and operations (11.4 percent), and shelter (5.5 percent). Partly offsetting the increases was a price decrease in recreation (-1.0 percent).

**Table A. Riverside-San Bernardino-Ontario, CA, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted**

Month	2019		2020		2021		2022	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
January	0.4	3.0	0.5	3.0	0.9	2.2	1.5	8.6
March	0.7	2.8	0.0	2.3	1.3	3.6		
May	1.2	2.9	-0.2	0.9	2.0	5.9		
July	-0.1	2.6	0.7	1.7	1.3	6.5		



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
May 26, 2022**

Item 7

STAFF REPORT

**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** **Consideration of Attendance at Upcoming Events and Authorization of Reimbursement and Per Diem**

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**Staff Recommendation**

Evaluate director attendance at upcoming events for possible pre-approval or approval after attendance for compensation and / or expense reimbursement pursuant to Policies 4060 and 4065 and vote to pre-approve any selected activities.

**SAMPLE MOTION:**

*I move that the Board pre-approve the attendance of all directors at these events for purposes of per diem and reimbursement of associated reasonable and necessary expenses per District policy: \_\_\_\_ (list events)*

**Background**

Event attendance is governed by BCVWD Policies and Procedures Manual Part II Policy 4060 Training, Education and Conferences, and Part II Policy 4065 Remuneration / Director Per Diem Fees. Per Government Code 53232.3(d), Directors will either prepare a written report for distribution to the Board or make a verbal report during the next regular meeting of the Board. Directors desiring to attend events not specifically enumerated and preauthorized by BCVWD policy should obtain pre-approval via vote of the Board in order to receive a per diem and/or expense reimbursement.

**Upcoming Events**

*For registration of attendance at any event, Board members should contact the Administrative Assistant.*

Activities and events that are, may already be, or can be voted as pre-approved for per diem and/or expense reimbursement for attendance:

## 1 - NEW EVENTS

DATE / TIME	EVENT	DIRECTOR INTEREST	
Thur. June 9 11:30 am – 1:00 pm	<b>BIA Riverside Chapter Government Affairs Luncheon Riverside- Location to be announced</b> \$ Unknown Special guest speaker Karen Spiegel Riverside County Supervisor District 2. Join us for the County Update. The Building Industry of Southern California-Riverside County Chapter has been home to the highest residential construction volume on the West Coast. BIA promotes home ownership and home building. Space is limited and no further information is provided at this time.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>REQUIRES VOTE</b>		WILLIAMS	

DATE / TIME	EVENT	DIRECTOR INTEREST	
Fri. June 24 10:30 am – 5:00 pm	<b>ACWA Region 9 Program Wilson Creek Winery, Temecula, Ca</b> \$90 This year the region will host a program to discuss the unique challenges and opportunities of the inland region. Panel discussions will highlight the importance of the region's agricultural community, efficiency improvements and accomplishments, and how demand for water will be met in the future.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>Preapproved</b> (Table A Line 2)		WILLIAMS	

## 2 - ON CALENDAR

DATE / TIME	EVENT	DIRECTOR INTEREST	
June 2-5	<b>102<sup>nd</sup> Annual Cherry Festival Stewart Park – 985 Orange Avenue, Beaumont</b> \$ Fees and Times Vary by Date June 2-5, 2022 Thursday through Sunday For more than 100 years, the Cherry Festival has been the biggest community event in Beaumont. Virtually the entire community participates in the four-day celebration, which features games, rides booths, music, entertainment, and the best food.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		RAMIREZ	SLAWSON
<b>REQUIRES VOTE</b>		WILLIAMS	

DATE / TIME	EVENT	DIRECTOR INTEREST	
Thursday June 23 4:00 - 9:00 pm	<b>NOTE : This event conflicts with the Engineering Workshop</b> <b>Western Riverside Council of Governments General Assembly and Leadership Conference</b> (see attachment) Pechanga Resort and Casino (Temecula, 44 miles) \$ 175 4-6 pm Pre Dinner-Reception 6-9 pm General Assembly. Speaker Steve Wozniack, Co-Founder Apple Computer WRCOG has hosted this conference for 31 years to bring the region's elected officials, business owners, and community leaders together to network and vision cast for the upcoming year.	COVINGTON	HOFFMAN
<b>APPROVAL</b>		<b>RAMIREZ YES</b>	SLAWSON
<b>Approved by vote 5/11</b>		WILLIAMS	

DATE / TIME	EVENT	DIRECTOR INTEREST	
Fri. Aug. 12 8:00 am – 1:00 pm	<b>Building Industry Association 16<sup>th</sup> Annual Southern California Water Conference</b> <b>Double Tree Hotel – 222 N Vineyard Ave Ontario, Ca</b> \$99.00	<b>COVINGTON</b> <b>YES</b>	HOFFMAN NO
<b>APPROVAL</b>	Planning for Resiliency Adle Hagekhalil General Manager of Metropolitan Water District of Southern California Topics include resilience in the delta, water conserving, building for drought and every drop counts. The goal is to increase of the issues water agencies faces and showcases how they are responding.	RAMIREZ NO	<b>SLAWSON</b> <b>YES</b>
<b>Preapproved</b> (Table A Line 6)		WILLIAMS MAYBE	

DATE / TIME	EVENT	DIRECTOR INTEREST	
August 22-25	<b>NOTE : This event conflicts with the Engineering Workshop</b> <b>CSDA 2022 Annual Conference &amp; Exhibitor Showcase</b> <b>Palm Desert</b> \$650 Early Bird Registration August 22-25, 2022 Monday through Thursday	COVINGTON MAYBE	HOFFMAN NO
<b>APPROVAL</b>	Come together with our Special District leaders from across the state to meet with industry suppliers, hear the best in Special District topics with over 30 breakout session options, network with your peers, and more at the leadership conference for Special Districts.	RAMIREZ MAYBE	<b>SLAWSON</b> <b>YES</b>
<b>Preapproved</b> (Table A Line 8)		WILLIAMS MAYBE	

DATE / TIME	EVENT	DIRECTOR INTEREST	
August 24-26	<b>NOTE : This event conflicts with the Engineering Workshop</b> <b>Urban Water Institute's 29 Annual Water Conference</b> <b>San Diego</b> \$525 Early Bird Registration August 24-26, 2022 Wednesday through Friday	COVINGTON MAYBE	HOFFMAN NO
<b>APPROVAL</b>	The Urban Water Institute will host its Annual Water Conference, being held at San Diego Mission Bay Resort on August 24-26, 2022. No further details are available at the moment.	RAMIREZ MAYBE	SLAWSON NO
<b>Preapproved</b> (Table A Line 17)		WILLIAMS MAYBE	

**Fiscal Impact:**

The fiscal impact will depend on the number of directors attending an event and the event costs.

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**From:** ACWA Region Events <events@acwa.com>  
**Sent:** Tuesday, May 10, 2022 3:49 PM  
**To:** K  
**Subject:** \*EXTERNAL\*ACWA Region 9 Program - Registration Open!



[View in browser](#)



## ACWA Region 9 Program

### Southern California Inland Region Challenges: Appeal, Growth, and Supply

Friday, June 24, 2022  
10:30 a.m. – 5:00 p.m.  
Wilson Creek Winery, Temecula, CA

[REGISTER NOW](#)

ACWA Region 9 is one of California's fastest developing areas and a reliable water supply is critical to the region's continued prosperity. The region's water agencies continue their collaborative efforts to implement innovative new ways to meet the needs of water users.

This year the region will host a program to discuss the unique challenges and opportunities of the inland region. Panel discussions will highlight the importance of the region's agricultural community, efficiency improvements and accomplishments, and how demand for water will be met in the future. In addition to two panels and a keynote address, the event will include lunch and an afternoon reception. Wilson Creek Winery will be open late that evening, and guests are welcome to stay to enjoy live music, food and wine.



**KEYNOTE SPEAKER:** Jennifer Hernandez

Green Jim Crow  
The Impact of California’s Climate Policies on Civil Rights,  
Racial Equity, and Expansion of Critical Water  
Infrastructure

Jennifer Hernandez has practiced land use and  
environmental law for more than 30 years, and leads  
Holland & Knight’s West Coast Land Use and  
Environmental Group.

**QUESTIONS:** Contact **Sarah Hodge**, Regional Affairs Representative, at  
[sarahh@acwa.com](mailto:sarahh@acwa.com) or (916) 441-4545.

This event is underwritten and hosted by the ACWA Region 9 Board 2022-2023

**Chair:** Harvey Ryan, Elsinore Valley Municipal Water District • **Vice Chair:** G. Patrick O’Dowd, Salton Sea Authority  
**Board Members:** Luis Cetina, Cucamonga Valley Water District; Brenda Dennstedt, Western Municipal Water  
District; Norma Sierra Gallindo, Imperial Irrigation District; Carol Lee Gonzales – Brady, Rancho California Water  
District; James Morales, Jr., East Valley Water District

MY ACWA      EVENTS      REGIONS

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# BIA RIVERSIDE CHAPTER GOVERNMENT AFFAIRS LUNCHEON

THURSDAY, JUNE 9, 2022 | 11:30AM - 1:00PM  
RIVERSIDE - LOCATION TO BE ANNOUNCED



Special Guest Speaker  
**KAREN SPIEGEL**

RIVERSIDE COUNTY  
SUPERVISOR  
DISTRICT 2

*JOIN US FOR A COUNTY UPDATE*

**RSVP REQUIRED  
TO ATTEND**

DUE TO LIMITED CAPACITY.

PLEASE EMAIL  
[CCARTER@BIASC.ORG](mailto:CCARTER@BIASC.ORG)  
TO RESERVE YOUR SPOT.



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