



**REVISED**

**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.*

**Thursday, October 24, 2024 - 6:00 p.m.**  
**560 Magnolia Avenue, Beaumont, CA 92223**

**Teleconference Location for Director Ramirez:**  
**235 South Beach Blvd, Anaheim, CA 92804**

**TELECONFERENCE NOTICE**

*The BCVWD Board of Directors will attend in person at the BCVWD Administrative Office  
and/or via Zoom video teleconference pursuant to Government Code 54953 et. seq.*

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

<https://us02web.zoom.us/j/84318559070?pwd=SXlzMFMZCMGhOYTFlL2tnUGlpU3h0UT09>

*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 on the video call when  
prompted. If dialing in, dial **\*9** to “**Raise Hand**” when prompted*

*BCVWD provides remote attendance options primarily as a matter of convenience to the public. Unless a Board member is attending remotely pursuant to provisions of GC 54953 et. seq., BCVWD will not stop or suspend its in-person public meeting should a technological interruption occur with respect to the Zoom teleconference or call-in line listed on the agenda. Members of the public are encouraged to attend BCVWD meetings in person at the above address, or remotely using the options listed. Members of the Public are not required to provide identifying information in order to attend public meetings. Through the link above, the Zoom platform requests entry of a name and email address, and BCVWD is unable to modify this requirement.*

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

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

## BCVWD ENGINEERING WORKSHOP – OCTOBER 24, 2024

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**Call to Order: Vice President Slawson**

**Pledge of Allegiance: Director Hoffman**

**Invocation: Director Ramirez**

**Announcement and Verification of Remote Meeting Participation (if any) Pursuant to AB 2449 or GC 54953(b)**

Roll Call - Board of Directors

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

**Roll Call  
and Introduction of Staff Members Present**

**Public Comment**

**PUBLIC COMMENT: RAISE HAND OR PRESS \*9 to request to speak when prompted. If you are present in the Board Room, please fill out a Request to Speak card and deliver it to the Recording Secretary.**

At this time, any person may address the Board of Directors on matters within its jurisdiction. However, state law prohibits the Board from discussing or taking action on any item not listed on the agenda. Any non-agenda matters that require action will be referred to Staff for a report and possible action at a subsequent meeting.

**Please limit your comments to three minutes.** Sharing or passing time to another speaker is not permitted.

### **ACTION ITEMS**

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

- 1. Adjustments to the Agenda:** In accordance with Government Code Section 54954.2, additions to the agenda require a 2/3 vote of the legislative body, or if less than 2/3 of the members are present, a unanimous vote of those members present, which makes the determination that there is a need to take action, and the need to take action arose after the posting of the agenda.
  - a. Item(s) to be removed or continued from the Agenda
  - b. Emergency Item(s) to be added to the Agenda
  - c. Changes to the order of the agenda
  
- 2. Elm Avenue Replacement Pipeline Project Cost Update** (pages 6 - 9)

## **BCVWD ENGINEERING WORKSHOP – OCTOBER 24, 2024**

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- 3. Request for “Will Serve Letter” for Riverside County Assessor’s Parcel No. 415-171-034 located on the Southwest Corner of Orange Avenue and 12th Street in the City of Beaumont (pages 10 - 15)**
- 4. Request for Continuation of Service for Riverside County Assessor’s Parcel No. 415-171-035 located on the Southwest Corner of Orange Avenue and 12th Street in the City of Beaumont (pages 16 - 21)**
- 5. Request for “Will Serve Letter” for Riverside County Assessor’s Parcel No. 415-171-036 located on the Southwest Corner of Orange Avenue and 12th Street in the City of Beaumont (pages 22 - 27)**
- 6. Authorize the General Manager to Execute a Contract with Legacy Excavating, Inc. for the B Line Replacement Pipeline Project and Authorize the Expenditure of Additional Funds for Current and Future Soft Costs Associated with the B Line Replacement Pipeline Project (pages 28 - 32)**
- 7. Authorize Additional Funds for the Rehabilitation of the Operations Department building at 12th and Palm (pages 33 - 35)**
- 8. Receive and File: Twelve-month renewal of Lease Agreement with A-1 Properties for Engineering Office located at 851 E. 6th Street, Beaumont (pages 36 - 61)**
- 9. Review of Water Supply Assessment for Water Service for the Proposed 14201 California Avenue Industrial Project located south of 1st Street and west of Interstate Highway 79 (pages 62 - 161)**
- 10. Reports for Discussion and Possible Action**
  - 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.*

    - San Geronio Pass Water Agency meeting on October 9, 2024 (Slawson)
    - Beaumont Chamber of Commerce Good Morning Breakfast on October 11, 2024 (Covington, Hoffman, Slawson, Williams)
  - b. Directors’ General Comments
  - c. General Manager’s Report (page 162)
  - d. Legal Counsel Report

## BCVWD ENGINEERING WORKSHOP – OCTOBER 24, 2024

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### 11. Topic List for Future Meetings

	Item requested	Date of request	Requester
A	Update / presentation on the AMR / AMI project	12/14/22	
B	Presentation on the San Bernardino Valley Resource Conservation District	7/13/22	
C	Presentation on solar power opportunities	12/14/22	Ramirez
D	Sites Reservoir update	2/23/23	
E	Operations Center update		

### 12. Announcements

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

- Collaborative Agencies Committee meeting: Wednesday, Nov. 6 at 5 p.m.
- Finance & Audit Committee meeting: Thursday, Nov. 7 at 3 p.m.
- District offices will be closed on Monday, Nov. 11 in observation of Veterans Day
- Regular Board meeting: Wednesday, Nov. 13 at 6 p.m.
- Personnel Committee meeting: Tuesday, Nov. 19 at 5:30 p.m.
- Engineering Workshop: Thursday, Nov. 21 at 6 p.m. (note date change due to holiday)
- District offices will be closed Thursday, Nov. 28 in observation of Thanksgiving Day
- Beaumont Basin Watermaster Committee: Wednesday, Dec. 4 at 11 a.m.

### 13. Closed Session

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to California Government Code Section 54956.8  
Property: APNs 408-080-009, 408-080-010, 408-080,011, 480-080-012  
Agency Negotiator: Dan Jagers, General Manager  
Under Negotiation: Price and terms of payment
- b. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code Section 54947  
Title: General Manager
- c. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6  
District designated representatives: Dan Jagers, General Manager  
Employee Organization: BCVWD Employee Association and Contract Positions

### 14. Report on Action Taken During Closed Session

**15. Consideration and Possible Action Regarding Proposed Changes to Contract, Salary, and / or Fringe Benefits of General Manager**

**16. 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") during business hours, Monday through Thursday from 7:30 a.m. to 5 p.m. 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 or within 24 hours' 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: <https://bcvwd.gov/>. (GC 54957.5)

**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 Regular Meeting.

**REQUIREMENTS RE: DISABLED ACCESS** - In accordance with Government Code §54954.2(a), and the Americans with Disabilities Act (ADA), 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. Notification of at least 48 hours in advance of the meeting will generally enable staff to make reasonable arrangements to ensure accessibility. The Office may be contacted by telephone at (951) 845-9581, email at [info@bcvwd.gov](mailto:info@bcvwd.gov) 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)).



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 2**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Elm Avenue Replacement Pipeline Project Cost Update

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**Staff Recommendation**

Receive and file the Project Cost Update for the Elm Avenue Replacement Pipeline Project.

**Executive Summary**

The District has identified three (3) pipelines in the 2024-2028 Capital Improvement Budget (CIB) known as the 2023 Water Replacement Pipelines Project. The three (3) pipelines are P-2750-0056 (11th Street), P-2750-0091 (Elm Avenue), and P-2750-0095 (American Avenue). The Elm Avenue Replacement Pipeline Project (P-2750-0091) has since been constructed and inspected by District staff. District staff is now bringing this Project back to the Board to provide a final Project Cost Update. The remaining two (2) pipeline replacement projects (11th Street and American Avenue) are nearing the final phases of design.

**Background**

At the April 27, 2023, Engineering Workshop, the Board of Directors adopted Resolution 2023-12, amending the Capital Improvement Budget to include funds for the Elm Avenue Replacement Pipeline Project. The residents along Elm Avenue had historically been served from a waterline which was located in an existing alley midway between Elm Avenue and Olive Avenue, however several years ago, the pipeline reached the end of its service life and was ultimately abandoned. The services within Elm Avenue were re-connected to an existing waterline within Olive Avenue.

At the July 27, 2023, Engineering Workshop, the Board of Directors authorized the General Manager to execute a Professional Services Agreement with Ludwig Engineering Associates, Inc. for design and engineering services for the 2023 Water Pipelines Project. The 2023 Water Pipelines Project includes waterline replacements for 11th Street, American Avenue, and Elm Avenue. District staff requested the engineering consultant separate the Elm Avenue portion of the project due to time constraints. The 11th Street and American Avenue portions of the Project are near the final phases of design.

At the March 28, 2024, Engineering Workshop, the Board of Directors accepted the findings that the Elm Avenue Replacement Pipeline Project is exempt from the California Environmental Quality Act (CEQA) and directed Staff to file the Notice of Exemption with the Riverside County Clerk-Recorder. The environmental subconsultant of the Project (Tom Dodson & Associates) informed District staff that the Elm Avenue Replacement Pipeline qualifies as a categorical exemption (Class 3).

At the June 27, 2024, Engineering Workshop, the Board of Directors authorized the expenditures of funds for materials and District labor associated with the construction of the Elm Avenue



Replacement Pipeline Project. District staff self-performed the construction of the Elm Avenue Replacement Pipeline to expedite the construction process. This method proved to be successful as the Project remained ahead of City paving activities and coordinated well with the Energy Storage project located to the west.

### **Summary**

Project costs are summarized in Table 1, below:

**Table 1 – Elm Avenue Replacement Pipeline Project Costs**

<i>Description</i>	<i>Elm Avenue Pipeline (P-2750-0091)</i>
Materials Costs <sup>(1)</sup>	\$ 59,340.28
Construction Costs <sup>(2)</sup>	\$ 85,794.89
Soft Costs <sup>(3)</sup>	\$ 47,238.61
<b>Final Project Costs:</b>	<b>\$ 192,373.78</b>
<b>Overall Project Approved Budget<sup>(4)</sup>:</b>	<b>\$ 306,800.00</b>

- (1) Approximately \$46,761.62 of the materials cost was for materials that the District had in inventory from previous projects.
- (2) This represents all incurred construction related costs for the Project and is not expected to increase.
- (3) Consists of Outside Engineering, District Labor (non-construction), and Miscellaneous costs.
- (4) The Board authorized expenditures for an amount not to exceed \$272,500.00 for the construction of the Elm Avenue Replacement Pipeline (June 27, 2024, Engineering Workshop).

District staff identifies that all costs associated with the Project have been fully billed and there are no expected additional costs to be incurred.

### **Attachments**

1. Elm Avenue Location Map (P-2750-0091)
2. Elm Avenue Pipeline Replacement Construction Photos

Staff Report prepared by Evan Ward, Civil Engineering Assistant

## Attachment 1 - Elm Avenue Location Map (P-2750-0091)



## Attachment 2 - Elm Avenue Pipeline Replacement Construction Photos





**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 3**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Request for “Will Serve Letter” for Riverside County Assessor’s Parcel No. 415-171-034 located on the Southwest Corner of Orange Avenue and 12th Street in the City of Beaumont

**Staff Recommendation**

Consider the request for water service “Will Serve Letter” for a property located at **Riverside County Assessor’s Parcel No. (APN) 415-171-034** within the City of Beaumont, subject to payment of all fees to the District and securing all approvals from the City of Beaumont and:

- A. Approve the Application for Water Service and furnish “Will Serve Letter”, or
- B. Deny the Application for Water Service

**Executive Summary**

The Applicant, Devinder Gill, has requested water service from the District for a proposed single-family residence and accessory dwelling unit (ADU) to be constructed near an existing parcel of land located near the southwest corner of Orange Avenue and 12th Street and further identified as Riverside County Assessor’s Parcel No. 415-171-034 located in the City of Beaumont.

**Table 1 – Project Summary**

Applicant	Devinder Gill
Owner / Developer	Devinder Gill
Development Type	Single-Family Residential
Development Name	APN 415-171-034
Annexation Required (Yes/No)	No
Total Water Consumption (EDUs)	1 EDU
Estimated Domestic Water Consumption	1 EDUs
Estimated Irrigation Water Consumption	0 EDUs

**Background**

The subject property fronts 12th Street between Orange Avenue and Beaumont Avenue in the City of Beaumont (see Attachment 1 – APN 415-171-034 Location Map). This parcel is currently within the District’s Service Boundary and there is an existing 24-inch ductile iron pipe (DIP) water main located within 12th Street (across the frontage of the property) that could serve the Project from the District’s 2750 Pressure Zone (PZ).



## **Discussion**

The Applicant plans to construct a single-family residence (approximately 2,583 sq. ft.) and an accessory dwelling unit (approximately 961 sq. ft.) on the parcel identified on the site plan provided by the Applicant (see Attachment 2 – APN 415-171-034 Site Plan). The Applicant subdivided APN 415-171-001 and created three (3) new parcels in 2008, one of which is the subject parcel. The Applicant will need to secure the necessary approvals from the City of Beaumont. The Applicant will be required to connect into the existing 24-inch DIP to serve this Project.

The impact of this residence on the District's water supply system is minimal. The Applicant will be required to pay all applicable District Fees and Deposits, including Capacity Charges, Front Footage Fees, GIS deposits and a non-tract water service installation charge. The Applicant will be required to pay all actual applicable fees in effect at the time of application for service installation.

The final meter size will be determined by the Applicant. Fire Flow requirements will be determined by the City of Beaumont Fire Department and said requirements will dictate actual required Fire Hydrant Fire Flows and residential fire sprinkler requirements for the residence.

## **Conditions**

The Applicant shall conform to all District requirements for water service and all City of Beaumont requirements.

1. The Applicant shall conform to all District requirements and/or all City of Beaumont requirements.
2. The Applicant shall provide District staff with formal documentation from the City which identifies the proposed ADU conforms to ADU requirements.
3. The Applicant shall conform to the current District Regulations Governing Water Service.
4. The Applicant will be required to pay residential front-footage fees for potable water along all property frontages where facilities are currently installed.
5. To minimize irrigation consumption, the District requires the Applicant to conform to the City of Beaumont Landscaping Ordinance pertaining to water efficient landscape requirements and the following:
  - a. Landscaped areas which have turf, shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall, automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
  - b. Landscaping in non-turf areas should be drought-tolerant, consisting of planting materials which are native to the region. Irrigation systems for these areas should be drip or bubbler type.



- c. The Landscaping Ordinance prohibiting turf within the front yards of all residences shall not be modified by the property owner and/or tenant. Specifically, the District will provide water service provided that no turf is installed within the front yard.
  - d. Conversion of drought tolerant landscaping to turf is prohibited.
6. The Applicant shall pay all deposits, fees, and construction and inspection costs related to said service.

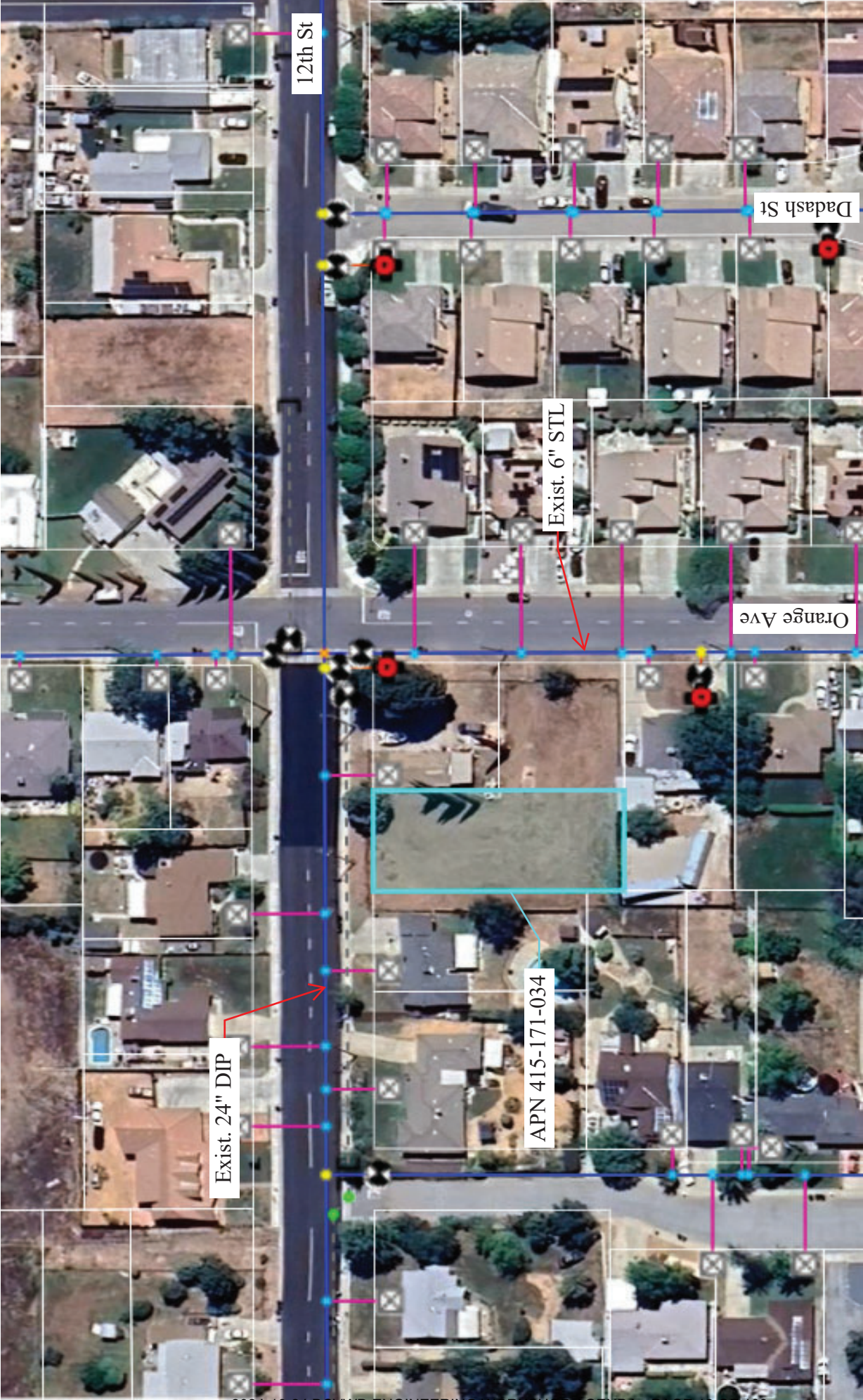
### **Fiscal Impact**

None. All fees and deposits will be paid by the Applicant prior to providing service.

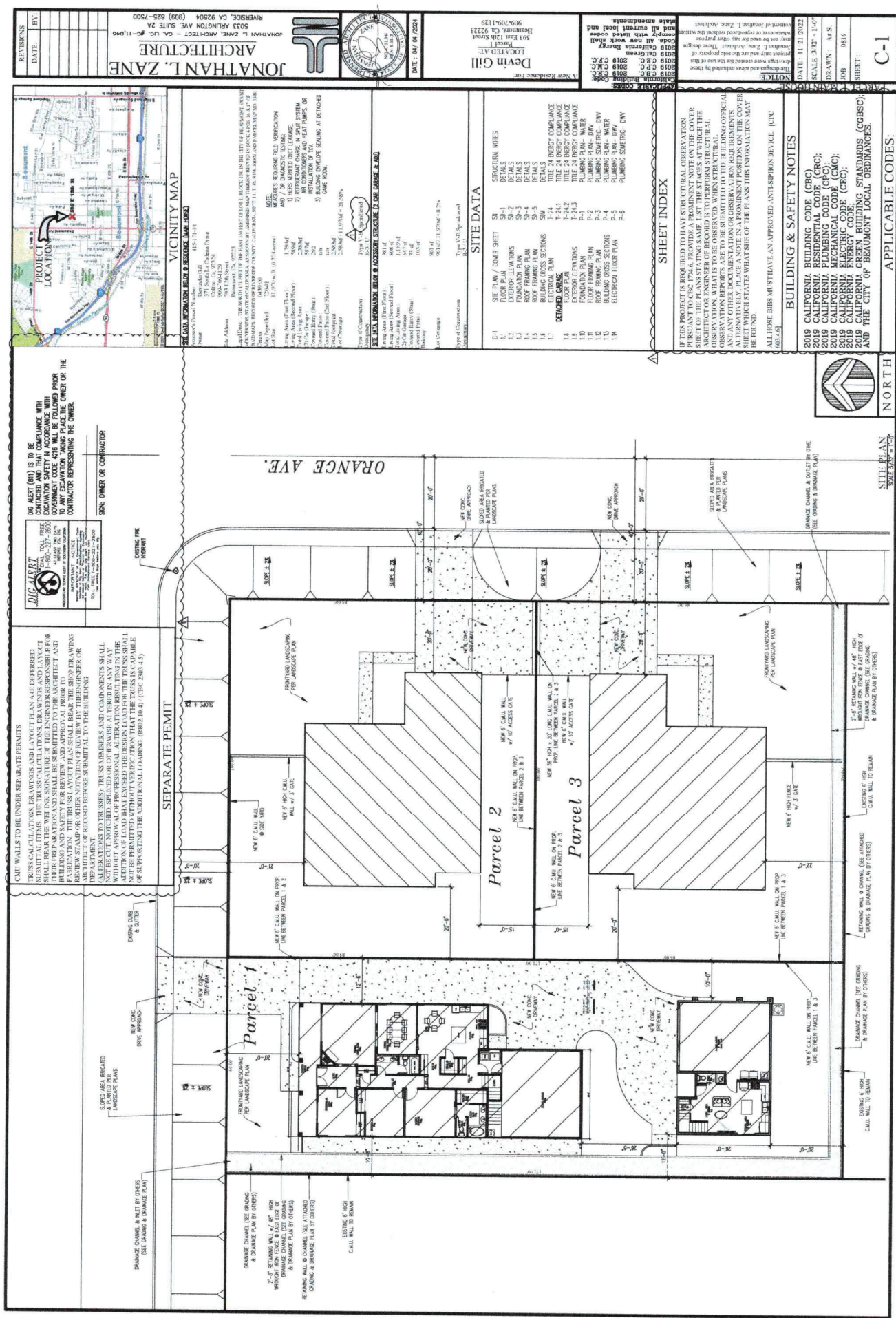
### **Attachments**

- 1. APN 415-171-034 Location Map
- 2. APN 415-171-034 Site Plan
- 3. APN 415-171-034 Will Serve Letter Application

Staff Report prepared by Evan Ward, Civil Engineering Assistant



# Attachment 2 - APN 415-171-034 Site Plan



[www.bcvwd.org](http://www.bcvwd.org)

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**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 4**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Request for Continuation of Service for Riverside County Assessor's Parcel No. 415-171-035 located on the Southwest Corner of Orange Avenue and 12th Street in the City of Beaumont

**Staff Recommendation**

Consider the request for Continuation of Service for a property located at **Riverside County Assessor's Parcel No. (APN) 415-171-035** within the City of Beaumont, subject to payment of all fees to the District and securing all approvals from the City of Beaumont and:

- A. Approve the Request for Continuation of Water Service, or
- B. Deny the Request for Continuation of Water Service

**Executive Summary**

The Applicant, Devinder Gill, has requested water service from the District for a proposed single-family residence to be constructed on an existing parcel of land located on the southwest corner of Orange Avenue and 12th Street and further identified as Riverside County Assessor's Parcel No. 415-171-035 located in the City of Beaumont. There is an existing single-family residence on the parcel that is proposed to be demolished.

**Table 1 – Project Summary**

Applicant	Devinder Gill
Owner / Developer	Devinder Gill
Development Type	Single-Family Residential
Development Name	APN 415-171-035
Annexation Required (Yes/No)	No
Existing Consumption	1 EDU
Estimated Domestic Water Consumption	1 EDUs
Estimated Irrigation Water Consumption	0 EDUs
Total Increase in Water Consumption	0.0 EDUs

**Background**

The subject property fronts Orange Avenue and 12th Street in the City of Beaumont (see Attachment 1 – APN 415-171-035 Location Map). This parcel is currently within the District's Service Boundary and is currently served from an existing 24-inch ductile iron pipe (DIP) water main located within Orange Avenue from the District's 2750 Pressure Zone (PZ). The Applicant subdivided an existing parcel (APN 415-171-001) into three (3) separate parcels in 2008. The existing parcel contained a water service, which was retained on APN 415-171-035 and served



an existing residence, which is proposed to be demolished, and a new single-family residence will be constructed on the parcel.

### **Discussion**

The Applicant plans to demolish the existing single-family residence and construct a new single-family residence (approximately 2,274 sq. ft.) on the parcel identified on the site plan provided by the Applicant (see Attachment 2 – APN 415-171-035 Site Plan). The Applicant will need to secure the necessary approvals from the City of Beaumont. The impact of this residence on the District's water supply system is minimal. The Applicant will be required to pay all applicable District Fees.

The final meter size will be determined by the Applicant. Fire Flow requirements will be determined by the City of Beaumont Fire Department and said requirements will dictate actual required Fire Hydrant Fire Flows and residential fire sprinkler requirements for the residence.

### **Conditions**

The Applicant shall conform to all District requirements for water service and all City of Beaumont requirements.

1. The Applicant shall conform to all District requirements and/or all City of Beaumont requirements.
2. The Applicant shall conform to the current District Regulations Governing Water Service.
3. To minimize irrigation consumption, the District requires the Applicant to conform to the City of Beaumont Landscaping Ordinance pertaining to water efficient landscape requirements and the following:
  - a. Landscaped areas which have turf, shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall, automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
  - b. Landscaping in non-turf areas should be drought-tolerant, consisting of planting materials which are native to the region. Irrigation systems for these areas should be drip or bubbler type.
  - c. The Landscaping Ordinance prohibiting turf within the front yards of all residences shall not be modified by the property owner and/or tenant. Specifically, the District will provide water service provided that no turf is installed within the front yard.
  - d. Conversion of drought tolerant landscaping to turf is prohibited.



### **Fiscal Impact**

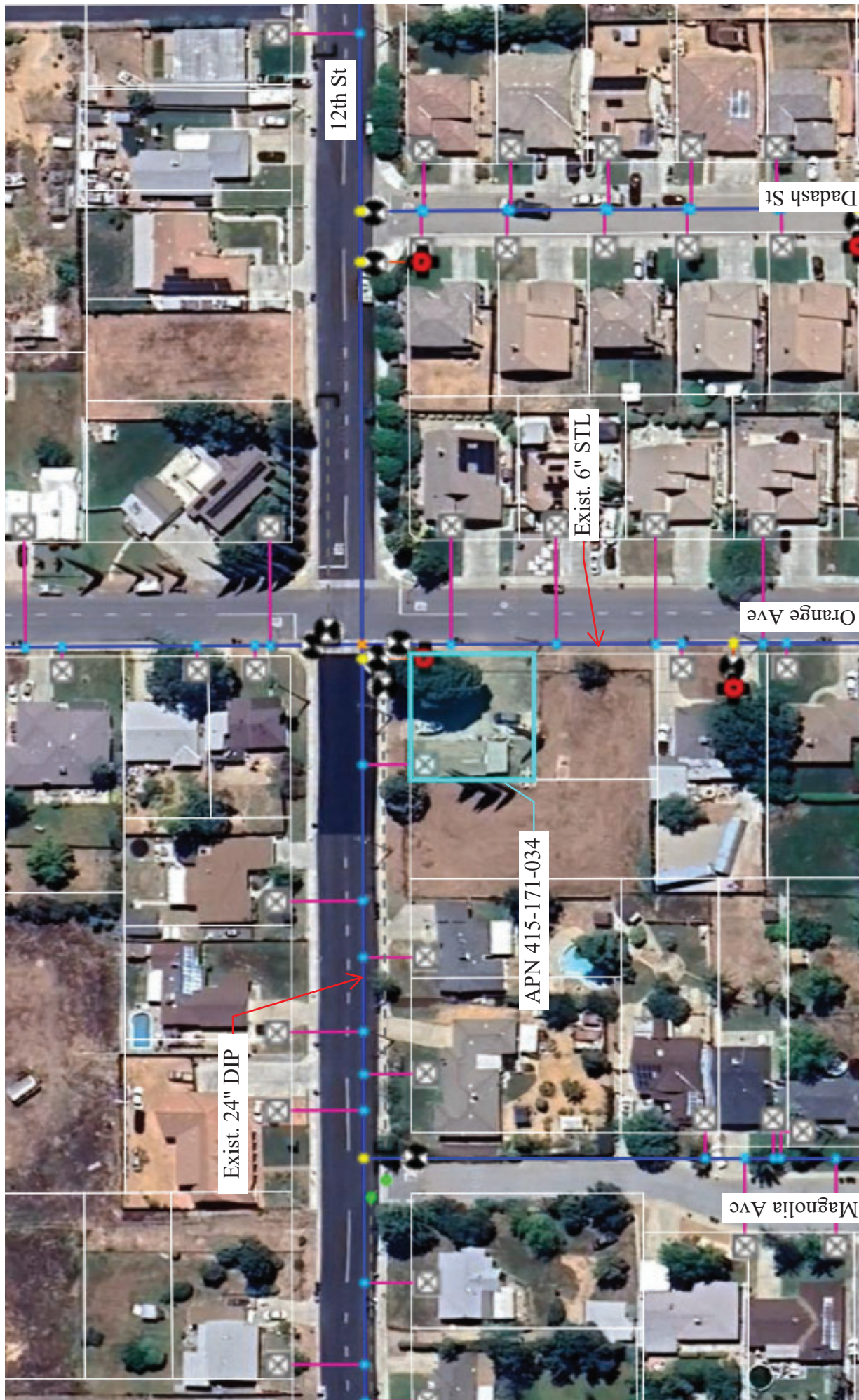
None. All fees and deposits will be paid by the Applicant prior to providing service.

### **Attachments**

1. APN 415-171-035 Location Map
2. APN 415-171-035 Site Plan
3. APN 415-171-035 Will Serve Letter Application

Staff Report prepared by Evan Ward, Civil Engineering Assistant

Attachment 1 - APN 415-171-035 Location Map



[illegible]

# Attachment 3 - APN 415-171-035 Will-Serve Letter Application



## BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue • PO Box 2037

Beaumont, CA 92223-2258

Phone (951) 845-9581

www.bcvwd.org

☒ Will Serve Request      ☐ Water Supply Assessment (SB210)

Applicant Name: Devinder Gill	Contact Phone # [REDACTED]
Mailing Address: [REDACTED]	Fax #: [REDACTED]
City: [REDACTED]	E-mail: [REDACTED]
State & Zip: [REDACTED]	
Service Address: [REDACTED]	
Assessor's Parcel Number (APN), Tract Map No. Parcel Map No.: 415-171-035	
Project Type: <input checked="" type="checkbox"/> Single-Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial/Industrial <input type="checkbox"/> Minor Subdivision (5 lots or less) <input type="checkbox"/> Major subdivision (6+ lots) <input type="checkbox"/> Other	
Site Map Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The letter should be delivered to:

Recipient: Devinder Gill [REDACTED] [REDACTED]
PLEASE CHOOSE ONE: <input checked="" type="checkbox"/> Mail (above address) <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Will pick up

The District reserves the right to impose terms and conditions in Will Serve Letters and/or Water Supply Assessment Reports that take into account water availability issues, conservation issues and the District's existing facilities, all of which impact the District's ability to provide service to the subject property and maintain the District's ability to meet existing water demands.

Devinder Gill  
Applicant's Signature

8/14/24  
Date



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 5**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Request for “Will Serve Letter” for Riverside County Assessor’s Parcel No. 415-171-036 located on the Southwest Corner of Orange Avenue and 12th Street in the City of Beaumont

**Staff Recommendation**

Consider the request for water service “Will Serve Letter” for a property located at **Riverside County Assessor’s Parcel No. (APN) 415-171-036** within the City of Beaumont, subject to payment of all fees to the District and securing all approvals from the City of Beaumont and:

- A. Approve the Application for Water Service and furnish “Will Serve Letter”, or
- B. Deny the Application for Water Service

**Executive Summary**

The Applicant, Devinder Gill, has requested water service from the District for a proposed single-family residence to be constructed on an existing parcel of land located near the southwest corner of Orange Avenue and 12th Street and further identified as Riverside County Assessor’s Parcel No. 415-171-036 located in the City of Beaumont.

**Table 1 – Project Summary**

Applicant	Devinder Gill
Owner / Developer	Devinder Gill
Development Type	Single-Family Residential
Development Name	APN 415-171-036
Annexation Required (Yes/No)	No
Total Water Consumption (EDUs)	1 EDU
Estimated Domestic Water Consumption	1 EDUs
Estimated Irrigation Water Consumption	0 EDUs

**Background**

The subject property fronts Orange Avenue between 11th Street and 12th Street in the City of Beaumont (see Attachment 1 – APN 415-171-036 Location Map). This parcel is currently within the District’s Service Boundary and there is an existing 6-inch steel (STL) water main located within Orange Avenue (across the frontage of the property) that could serve the Project from the District’s 2750 Pressure Zone (PZ).



## **Discussion**

The Applicant plans to construct a single-family residence (approximately 2,274 sq. ft.) on the parcel identified on the site plan provided by the Applicant (see Attachment 2 – APN 415-171-036 Site Plan). The Applicant subdivided an existing parcel (APN 415-171-001) and created three (3) new parcels in 2008, one of which is the subject parcel. The Applicant will need to secure the necessary approvals from the City of Beaumont. The Applicant will be required to connect into the existing 6-inch STL water main to serve this Project.

The impact of this residence on the District's water supply system is minimal. The Applicant will be required to pay all applicable District Fees and Deposits, including Capacity Charges, GIS deposits, Front Footage Fees and a non-tract water service installation charge. The Applicant will be required to pay all actual applicable fees in effect at the time of application for service installation.

The final meter size will be determined by the Applicant. Fire Flow requirements will be determined by the City of Beaumont Fire Department and said requirements will dictate actual required Fire Hydrant Fire Flows and residential fire sprinkler requirements for the residence.

## **Conditions**

The Applicant shall conform to all District requirements for water service and all City of Beaumont requirements.

1. The Applicant shall conform to all District requirements and/or all City of Beaumont requirements.
2. The Applicant shall conform to the current District Regulations Governing Water Service.
3. The Applicant will be required to pay residential front-footage fees for potable water along all property frontages where facilities are currently installed.
4. To minimize irrigation consumption, the District requires the Applicant to conform to the City of Beaumont Landscaping Ordinance pertaining to water efficient landscape requirements and the following:
  - a. Landscaped areas which have turf, shall have "smart irrigation controllers" which use Evapotranspiration (ET) data to automatically control the watering. Systems shall have an automatic rain sensor to prevent watering during and shortly after rainfall, automatically determine watering schedule based on weather conditions, and not require seasonal monitoring changes. Orchard areas, if any, shall have drip irrigation.
  - b. Landscaping in non-turf areas should be drought-tolerant, consisting of planting materials which are native to the region. Irrigation systems for these areas should be drip or bubbler type.
  - c. The Landscaping Ordinance prohibiting turf within the front yards of all residences shall not be modified by the property owner and/or tenant. Specifically, the District will provide water service provided that no turf is installed within the front yard.
  - d. Conversion of drought tolerant landscaping to turf is prohibited.



5. The Applicant shall pay all deposits, fees, and construction and inspection costs related to said service.

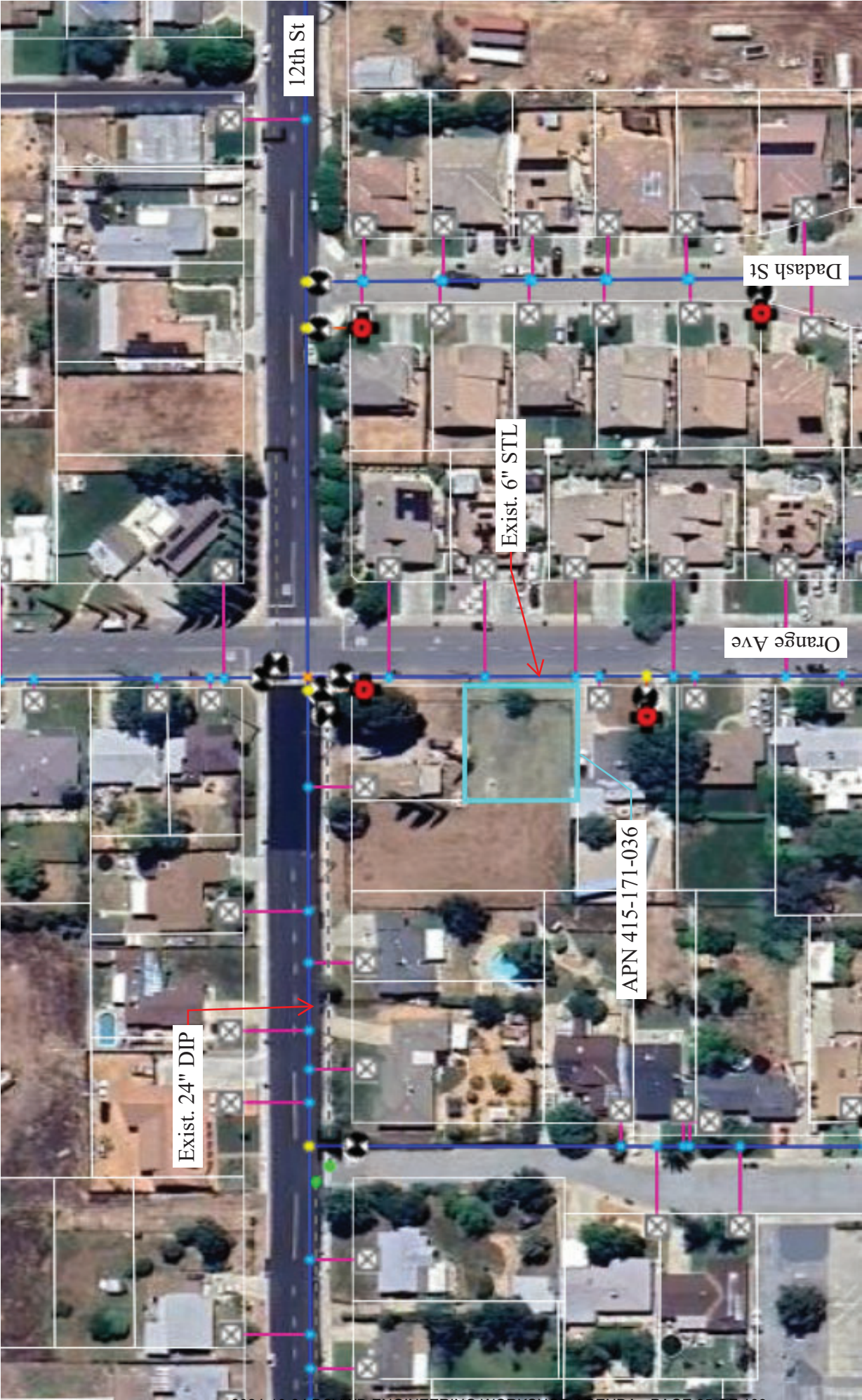
**Fiscal Impact**

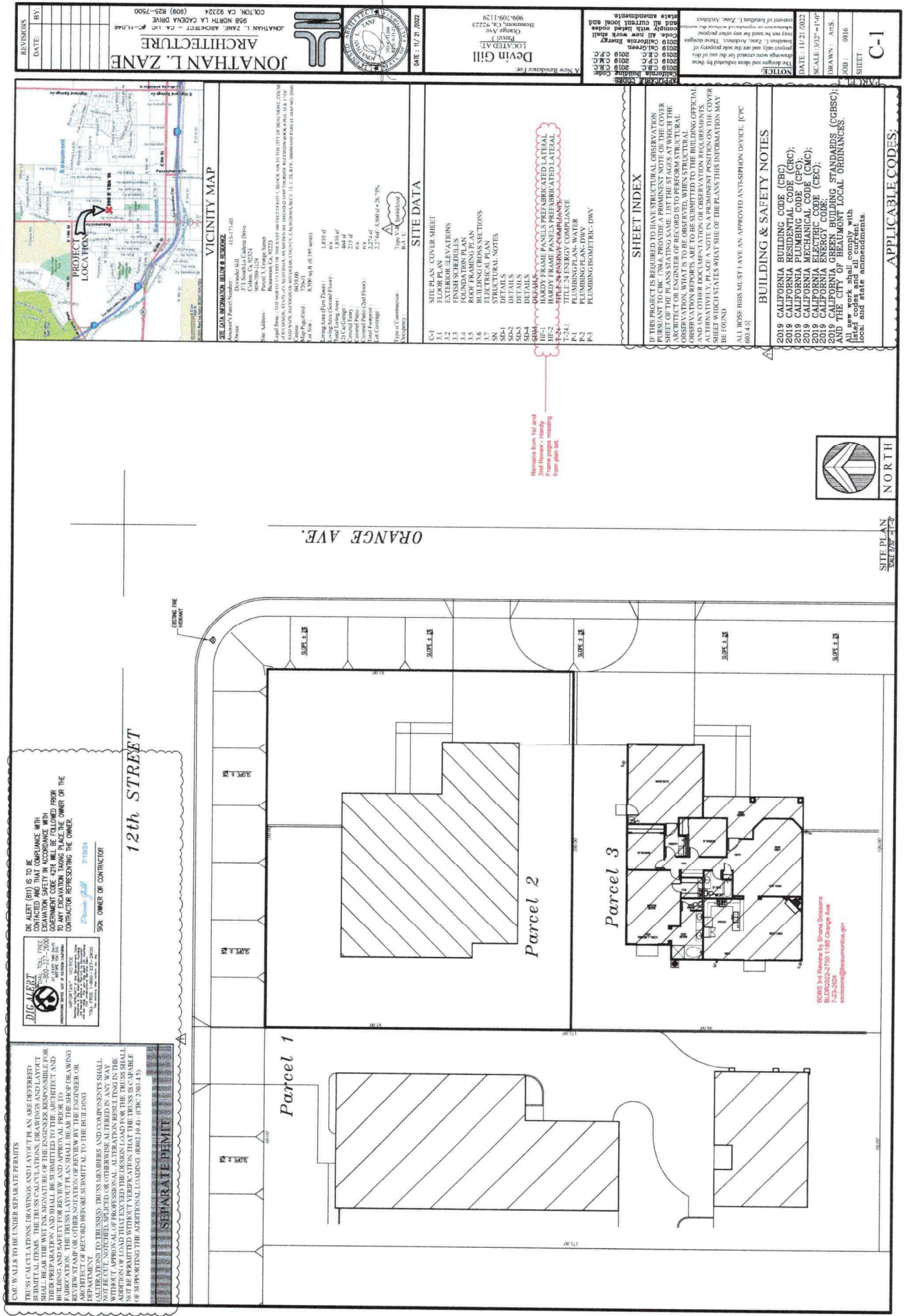
None. All fees and deposits will be paid by the Applicant prior to providing service.

**Attachments**

1. APN 415-171-036 Location Map
2. APN 415-171-036 Site Plan
3. APN 415-171-036 Will Serve Letter Application

Staff Report prepared by Evan Ward, Civil Engineering Assistant





Attachment 3 - APN 415-171-036 Will-Serve Letter Application



BEAUMONT CHERRY VALLEY WATER DISTRICT

560 Magnolia Avenue • PO Box 2037

Beaumont, CA 92223-2258

Phone (951) 845-9581

www.bcvwd.org

☒ Will Serve Request      ☐ Water Supply Assessment (SB210)

Applicant Name: Devinder Gill		Contact Phone # [REDACTED]
Mailing Address: [REDACTED]		Fax #: [REDACTED]
City: [REDACTED]		E-mail: [REDACTED]
State & Zip: [REDACTED]		
Service Address: [REDACTED]		
Assessor's Parcel Number (APN), Tract Map No. Parcel Map No.: 415-171-036		
Project Type: <input checked="" type="checkbox"/> Single-Family <input type="checkbox"/> Multi-Family <input type="checkbox"/> Commercial/Industrial <input checked="" type="checkbox"/> Minor Subdivision (5 lots or less) <input type="checkbox"/> Major subdivision (6+ lots) <input type="checkbox"/> Other		
Site Map Attached: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

The letter should be delivered to:

Recipient: Devinder Gill [REDACTED] [REDACTED]
PLEASE CHOOSE ONE: <input checked="" type="checkbox"/> Mail (above address) <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Fax <input type="checkbox"/> Will pick up

The District reserves the right to impose terms and conditions in Will Serve Letters and/or Water Supply Assessment Reports that take into account water availability issues, conservation issues and the District's existing facilities, all of which impact the District's ability to provide service to the subject property and maintain the District's ability to meet existing water demands.

  
Applicant's Signature

8/14/24  
Date



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 6**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT: Authorize the General Manager to Execute a Contract with Legacy Excavating, Inc. for the B Line Replacement Pipeline Project and Authorize the Expenditure of Additional Funds for Current and Future Soft Costs Associated with the B Line Replacement Pipeline Project**

---

**Staff Recommendation**

1. Authorize the General Manager to execute a contract with Legacy Excavating, Inc. to provide all materials, labor, equipment, and testing necessary to complete construction of the B Line Replacement Pipeline Project in the amount of **\$744,238.05** and authorize **\$74,761.95 (~10% contingencies)** for a total not to exceed amount of **\$819,000.00**.
2. Authorize the General Manager to expend additional funds for current and future anticipated soft costs associated with the Project in an amount not to exceed **\$173,000.00**.

Total project cost of items 1 and 2 is **\$992,000.00**.

**Executive Summary**

The B Line Replacement Pipeline Project (Project) has been identified in the District's Capital Improvement Budget (CIB) since 2020. District staff, along with the Project's engineering consultant (Cozad & Fox, Inc.), have moved this project forward through the design phase. In 2022, the District was selected as a sub-recipient of the American Rescue Plan Act (ARPA) funding as disbursed by the County of Riverside. **This project is scheduled to receive up to approximately \$1.3 million for the construction component.**

District staff, with assistance from the Project consulting team, has addressed the California Environmental Quality Act (CEAQ) and the National Environmental Policy Act (NEPA). On August 30, 2024, District staff solicited a Notice Inviting Bids for the construction of the Project and received five (5) bids from interested contractors who attended the mandatory pre-bid meeting. District staff recommends awarding the contract to Legacy Excavating, Inc. in an amount not to exceed **\$744,238.05** and authorize an additional **\$74,761.95 (~10% contingency)**. District staff also requests that the Board authorize the General Manager to expend an additional **\$178,000.00** for anticipated construction costs associated with the Project.

**Background**

At the February 9, 2022, Regular Board Meeting, the Board authorized the General Manager to enter into contract with Cozad & Fox, Inc. to perform the design and bid phase services for the B Line Replacement Pipeline Project. In 2022, the District was selected as a sub-recipient of ARPA funding as disbursed by the County of Riverside. The B Line Replacement Pipeline Project is scheduled to receive up to approximately \$1.3 million for the construction component of the Project. District staff has taken additional steps to address CEQA and NEPA due to the pipeline



receiving federal funding. On September 13, 2023, the Board of Directors held a public hearing and adopted Resolution 2023-26, adopting the Initial Study Mitigated Negative Declaration / Environmental Assessment and Finding of No Significant Impact for the Project.

### **Discussion**

On August 30, 2024, District staff solicited for construction bids for the B Line Replacement Pipeline Project, as described above. On September 25, 2024, the District received bids for the construction of the Project from five (5) contractors. The results of the bids are indicated in Table 1, below, as follows:

**Table 1 – B Line Replacement Pipeline Project Bid Results**

<b>Bidder (Contractor)</b>	<b>B Line Replacement Pipeline Project Base Bid Amount / Basis of Award</b>	<b>Comment</b>
Big Ben Inc.	\$ 821,259.00	
Genesis Construction	\$ 747,301.00	
Legacy Excavating, Inc.	\$ 744,238.05	<b>Recommended for Award</b>
MCC Pipeline, Inc.	\$ 762,601.21	
RE Chaffee Construction, Inc.	\$ 1,216,776.00	

Note: The contractors have been listed alphabetically.

Based on the above, the apparent low bidder for the Project is Legacy Excavating, Inc. As such, District staff recommends the Board consider the authorization of the General Manager to execute a contract with Legacy Excavating, Inc. to provide all labor, equipment, materials, and testing necessary to complete the construction of the B Line Replacement Pipeline Project in the amount of **\$744,238.05** with authorization of **\$74,761.95** for 10% contingencies.

District staff identifies that there are additional tasks needed to complete the Project. These tasks are generally identified under Table 2 and consist of the following (with estimated amounts):

**Table 2 – Estimated Project Construction Phase Soft Costs**

<b>Description</b>	<b>Amount</b>
Field Inspections (District Labor) <sup>(1)</sup>	\$ 15,000.00
District Engineering Support <sup>(1)</sup>	\$ 7,000.00
Administration and consultant support (ARPA Tracking, Project Management - estimated) <sup>(1)</sup>	\$ 75,000.00
Geotechnical (Compaction) Services <sup>(2)</sup>	\$ 35,000.00
Construction (Survey) Staking <sup>(2)</sup>	\$ 25,000.00
Contingency (10%) <sup>(2)</sup>	\$ 16,000.00
<b>Total Estimated Construction Phase Soft Costs</b>	<b>\$ 173,000.00</b>

1. Proposed to be funded by District
2. Proposed to be funded by ARPA.



### **Fiscal Impact**

A summary of the design phase, bid phase, and upcoming construction phase project costs are described in Table 3, below.

**Table 3 – B Line Replacement Pipeline Project – Estimated Project Costs**

<b>Item</b>	<b>Description</b>	<b>Amount</b>
<b>1</b>	<b>2024 Board Approved Budget (2024-2028 CIB)</b>	<b>\$ 2,098,000.00</b>
<b>2</b>	<b><i>Design and Bid Phase Consultant Costs</i></b>	
	<b>Contracted Consultant Costs<sup>(1)</sup></b>	<b>\$ 131,484.00</b>
<b>3</b>	<b><i>Design and Bid Phase District Soft Costs</i></b>	
	District Labor Costs	\$ 18,966.02
	Miscellaneous Costs <sup>(2)</sup>	\$ 4,222.16
	<b>District Soft Costs</b>	<b>\$ 23,188.18</b>
<b>4</b>	<b><i>Construction Phase Project Costs</i></b>	
	Recommended Contractor Construction Cost <sup>(3)</sup>	\$ 744,238.05
	10% Construction Contingency (Rounded)	\$ 74,761.95
	Future Soft Costs <sup>(4)</sup>	\$ 173,000.00
	<b>Construction Phase Project Cost and Contingencies</b>	<b>\$ 992,000.00</b>
<b>5</b>	<b>Anticipated Total Project Costs<sup>(5)</sup></b>	<b>\$ 1,146,672.18</b>

1. This is the current authorized amount for consultant services for this Project. This is greater than what has been incurred to the District, to date.

2. Includes costs for ordering filing Environmental Documents and publicizing documents.

3. Includes all Contractor Related Costs (Includes Materials).

4. Identified in Table 2, above.

5. Total estimated design, bid, and construction phase project cost. This does not account for APRA funding reimbursement. Original project CIP cost 2024 approved budget of \$2,098,000.00.

The fiscal impact to the District for the B Line Replacement Pipeline Project is estimated to be approximately \$1,124,000.00 (rounded from Table 3, above). ARPA funding reimbursement is anticipated to be \$1,300,000.00.

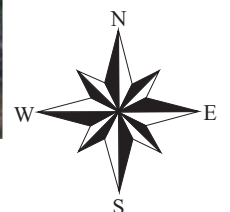
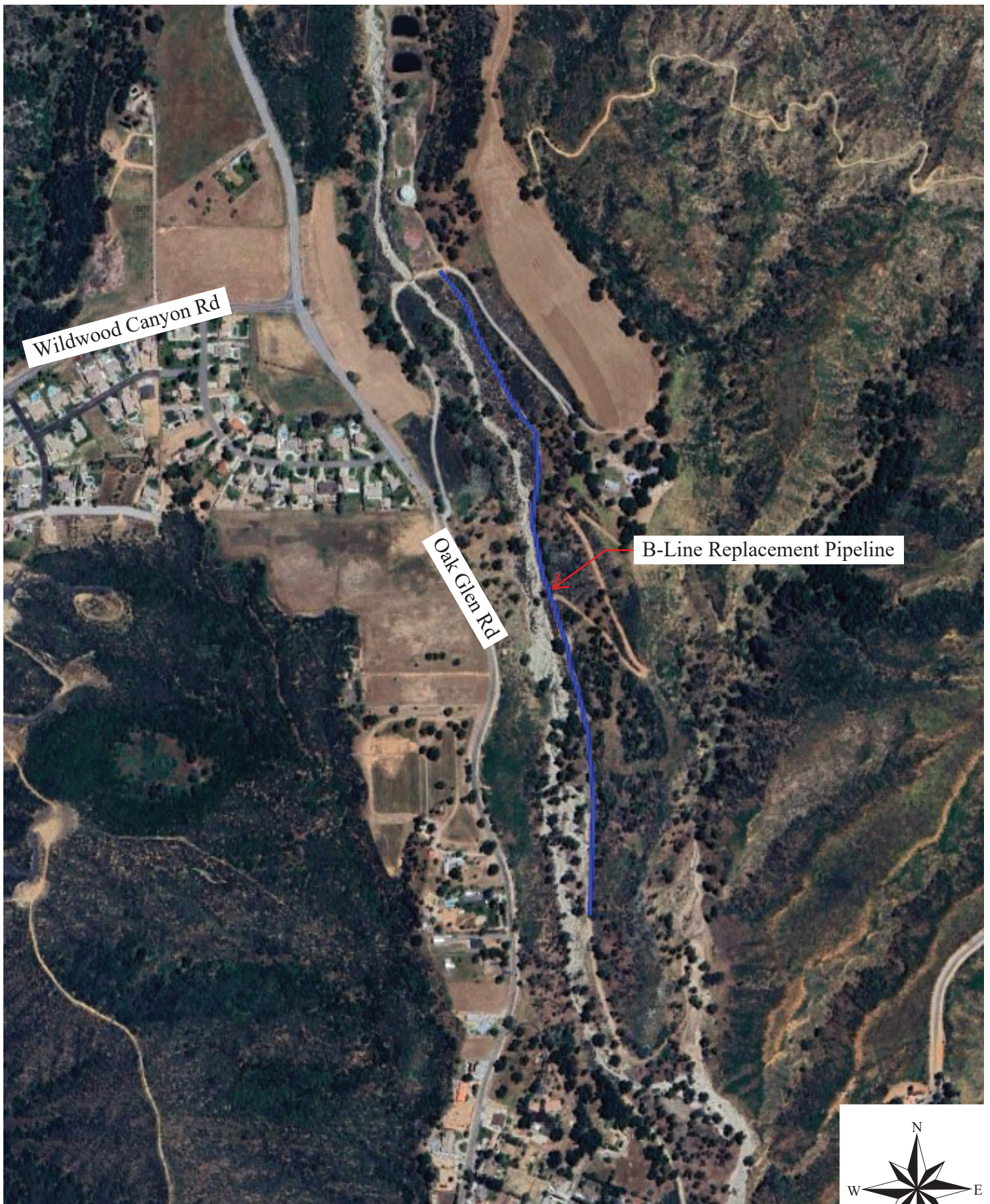
The ARPA funding reimbursement for this Project is for the construction component, only. Therefore, the District anticipates receiving approximately **\$895,000.00** (\$819,000.00 for the contractor construction plus approximately \$76,000.00 construction phase soft costs). Once the ARPA funding reimbursement has been received, the net impact to the District is approximately **\$251,672.18** (\$131,484.00 for design and bid phase consultant costs plus \$23,188.18 for design and bid phase District soft costs and \$97,000.00 for construction phase soft costs). Funding for this Project is proposed to be expended from Capital Replacement Reserves.

### **Attachments**

1. B Line Replacement Pipeline Project Location Map
2. Appendix C of the 2024-2028 Capital Improvement Budget

Staff Report prepared by Evan Ward, Civil Engineering Assistant

# Attachment 1 - B-Line Replacement Pipeline Project Location Map



N.T.S.

# Attachment 2



## Beaumont-Cherry Valley Water District Appendix C 2024 - 2028 Capital Improvement Budget Detail

Engineering Project #	Footnotes	Project Begin Year	Capital Improvement Program	2024 Budget Request	2025 Budget Request	2026 Budget Request	2027 Budget Request	2028 Budget Request	5-Year Budget Total
<b>Portable Pipeline Replacements</b>									
P-2750-0025		2024	Maple Ave., 1st St to 3rd St	-	-	70,800	294,700	-	365,500
P-2750-0035		2025	Allegheny St., 6th to 8th	-	-	-	-	55,300	55,300
P-2750-0045		2025	7th St., California Ave. to Beaumont Ave.	-	-	-	-	117,900	117,900
P-2750-0049		2025	10th St., Palm Ave. to Michigan Ave.	-	53,400	222,300	-	-	275,700
P-2750-0056	(2)	2022	11th Street, Beaumont Avenue to Elm Avenue	1,466,500	-	-	-	-	1,466,500
P-2750-0066		2024	Egan Ave.-Wellwood Ave. Alley, 5th to 8th St	88,500	368,000	-	-	-	456,500
P-2750-0067		2024	Elm Ave.-Wellwood Ave. Alley, 7th St. to 5th St.	37,200	154,600	-	-	-	191,800
P-2750-0068		2024	Elm Ave., 6th to 7th	23,400	97,300	-	-	-	120,700
P-2750-0069	(2)	2017	Egan Ave-California Ave. Alley, 5th to 7th	-	173,500	-	-	-	173,500
P-2750-0070		2026	Twelfth St., Michigan Ave. to Pennsylvania Ave.	-	-	70,600	293,500	-	364,100
P-2750-0091	(4)	2023	Elm Avenue, W 4th Street south	306,800	-	-	-	-	306,800
P-2750-0092	(4)	2023	to end of cul-de-sac	361,000	-	-	-	-	361,000
P-2750-0095	(3)	2022	Michigan Avenue, 5th Street to 6th Street	843,600	-	-	-	-	843,600
P-2750-0096	(4)	2022	American Avenue, 6th Street to 8th Street	61,100	633,100	-	-	-	694,200
P-2750-0097	(4)	2022	2022-2023 Service Replacements	1,147,100	-	-	-	-	1,147,100
P-2750-0098	(6)	2024	5th Street, California Avenue to Michigan Avenue	111,400	463,400	-	-	-	574,800
P-2750-0099	(7)	2024	2023-2024 Service Replacements/Wellwood Ave., B St north to end	144,600	601,500	-	-	-	746,100
P-3040-0010	(4)	2022	Orange Avenue, 6th Street to 8th Street	-	-	-	325,500	1,353,600	1,679,100
P-3040-0019	(4)	2022	Jonathan Ave., Brookside Ave. to Dutton St.	47,700	-	-	-	-	47,700
P-3040-0019a	(4)	2022	Pipeline 6A (Portion of P-3040-0019)	89,300	-	-	-	-	89,300
P-3040-0021		2025	Pipeline 8 (Noble St. to El Monte)	77,100	320,500	-	-	-	397,600
P-3040-0023, 24, 25, 26			Lincoln St., Noble St to West end	-	-	-	-	-	-
P-3330-0003	(3)	2020	2020-2021 Replacement Pipelines	1,463,400	-	-	-	-	1,463,400
P-3620-0009	(8)	2021	Grand Ave., Jonathan Ave. to Bellflower; Cherry Valley Blvd. Bellflower to HS Village 12 in	290,300	-	-	-	-	290,300
P-3040-0027	(8)	2022	Pipeline 7 (Portion of P-3040-0027)	-	-	-	-	-	-
P-3330-0007	(7)	2024	From Avenida Sonrisa, north to Avenida Miravilla through Alley	122,100	507,800	-	-	-	629,900
P-3620-0001	(3)	2021	"B" Line Upper Edgar to upper end of 20" DIP and from lower end 20" DIP to Balance line and Balance Line in Edgar Canyon	2,098,000	-	-	-	-	2,098,000
P-3620-0002	(4)	2024	"A" Line Upper Edgar to split at Apple Tree Lane Tract	-	502,500	2,089,900	-	-	2,592,400
P-3620-0012		2017	Ave Altejo Bella, Ave Miravilla to end of cul-de-sac	349,400	-	-	-	-	349,400
<b>Total Portable Pipeline Replacements</b>				<b>9,128,500</b>	<b>3,875,600</b>	<b>2,453,600</b>	<b>913,700</b>	<b>1,526,800</b>	<b>17,898,200</b>



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 7**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Authorize Additional Funds for the Rehabilitation of the Operations Department building at 12th and Palm

**Staff Recommendation**

Authorize the General Manager to expend an additional **\$27,900.00** for the rehabilitation and restoration work in progress at the District-owned building at 12th and Palm. This will cover labor costs above the estimated amount and ensure the project is completed as scheduled.

**Executive Summary**

The rehabilitation project for the District's field office at 12th and Palm is nearing completion but has exceeded the initial labor estimates. Staff is requesting an additional \$27,900 to cover the labor costs associated with the final stages of construction and additional material costs. With this approval, the total project budget will increase from \$87,100 to \$115,000, including a 5% contingency to accommodate any unforeseen expenses.

**Background**

At the July 10, 2024, Board Meeting, the Board authorized the expenditure of \$87,100 for the rehabilitation of the Operations Department building located at 12th and Palm. This project was necessary due to the building's deteriorated condition, which required extensive repairs, including mold remediation, interior refurbishment, and upgrades to ensure a functional workspace for field staff.

The scope of work included mold remediation, siding replacement, drywall replacement, roofing repair, installing a second restroom, furniture replacement, and reconfiguring the interior space to better meet operational needs. Construction began on July 11, 2024, and as of October 15, 2024, the project is approximately 95% complete. A comparison of Board approved estimates and total project costs as of October 15, 2024, are identified in Table 1 hereafter.

Table 1

Category	Board Approved Estimates	Project to Date (October 15, 2024)
Mold Remediation	\$ 15,800.00	\$ 15,800.00
Materials with 20% Contingency	\$ 31,300.00	\$ 26, 597.43
Office Furniture	\$ 13,000.00	\$ 11,786.11
Labor with 15% Contingency	\$ 27,000.00	\$ 38,563.15
<b>Total</b>	<b>\$ 87,100.00</b>	<b>\$ 92, 746.69</b>



## **Summary**

District field staff has performed the construction work on the building and charged their time to a budget line item reflecting the Board-approved amount. As of October 15, 2024, the project at 12th and Palm is approximately 95% complete. The major tasks—such as mold remediation, materials installation, and office furniture procurement—are either finished or in their final stages. However, the project has exceeded the initially estimated labor hours, and additional funding is required to complete the work.

Additional work required for tee bar and ceiling tile replacement, as well as the installation of a new alarm system for security are required to complete the project. Pending components to complete the project and associated estimated costs are identified in Table 2 below.

Table 2

Description	Estimated Costs
Material	\$ 2,000.00
Ceiling Tiles and Tee Bars	\$ 2,000.00
Alarm System Installation	\$ 2,000.00
Refrigerator	\$ 1,000.00
Microwave	\$ 300.00
Labor	\$ 7,994.00
<b>Total</b>	<b>\$ 15,294.00</b>

This additional \$15,294 in pending costs, along with the overage in labor costs incurred to date, justifies the request for an additional \$27,900 to cover both current expenses and any remaining unforeseen costs. The breakdown ensures the completion of all outstanding tasks and restores the operational functionality of the building for the field staff. Table 3 below identifies the anticipated total project costs.

Table 3

Activity	Estimate	Total
Board-approved budget (July 10, 2024)		\$ 87,100.00
Additional funds requested	\$ 27,900.00	
<b>Total project cost (rounded)</b>		<b>\$ 115,000.00</b>

Staff requests the Board approve an increase in allocation of \$27,900 to cover the cost of the remaining construction work. This brings the total adjusted expense for the project to \$115,000.

## **Fiscal Impact**

The total fiscal impact to the District will be an amount not to exceed \$115,000.00. Funds are available for this repair in Capital Reserve Replacements.

Staff Report prepared by James Bean, Director of Operations

# Attachment 1

Board Approved Estimates	Costs	Project to Date	Costs
Mold Remediation	\$ 15,800.00	Mold Remediation	\$ 15,800.00
Materials With 20% Contingency	\$ 31,300.00	Materials	\$ 26,597.43
Office Furniture	\$ 13,000.00	Office Furniture	\$ 11,786.11
Labor With 15% Contingency	\$ 27,000.00	Labor	\$ 38,563.15

**Total**      \$      **87,100.00**      **Total**      \$      **92,746.69**

Pending Material	Estimated Costs	Pending Labor	Estimated Costs
Materials	\$ 2,000.00	Tommy	\$ 2,918.00
Ceiling Tiles/Tee Bars	\$ 2,000.00	Andrew	\$ 2,848.00
SSD Alarm	\$ 2,000.00	Jaden	\$ 2,228.00
Refrigerator	\$ 1,000.00		
Microwave	\$ 300.00		

**Total**      \$      **7,300.00**      **Total**      \$      **7,994.00**

Analysis			
Total Board Approved Amount	\$ 87,100.00	Total Adjusted Amount	\$ 108,040.69
		5% Contingency (Rounded)	\$ 5,402.00
Total Adjusted Labor for Project	\$ 46,557.15	New Requested Amount (Rounded)	\$ 115,000.00
Total Adjusted Other for Project (Mold, Material, Furniture)	\$ 61,483.54		
Total	\$ 108,040.69		\$ 27,900.00



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 8**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Receive and File: Twelve-month renewal of Lease Agreement with A-1 Properties for Engineering Office located at 851 E. 6th Street, Beaumont

---

**Staff Recommendation**

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

**Executive Summary**

The lease agreement in place for the Engineering Office located at 851 E 6th Street, Beaumont, is set to expire October 31, 2024. Staff negotiated a twelve-month renewal of the lease agreement to continue usage of the facility as the additional space is still needed and has been proven to meet the District needs.

**Background**

In 2019, BCVWD executed a three-year lease agreement for commercial office space at 851 E. 6th Street for the location of the Engineering staff. As the location had proven adequate for the District's needs, staff activated the two-year option for renewal of the lease through May 9, 2024, which was received and filed by the Board of Directors at the May 26, 2022 meeting. In May 2024, staff further extended the lease for an additional six-month period, with the lease agreement extended until October 31, 2024.

The existing business administration facility remains at capacity levels and there continues to be a need for additional facility space for Engineering staff. Various options are under consideration for a long-term solution for facility needs, however, as these options are under review, staff requested from the property management company an additional twelve-month extension on the existing lease agreement.

**Fiscal Impact**

The fiscal impact of the agreement is estimated to be \$36,912, for the twelve-month period.

**Attachments**

1. Lease agreement for November 2024-October 2025
2. Lease agreement for 2022-2024
3. Lease agreement for May -October 2024
4. Lease agreement for 2019-2022

Staff Report prepared by Sylvia Molina, Assistant Director of Finance and Administration

## Item 8 Attachment 1 Placeholder

Agenda Item 8	Receive and File: Twelve-month renewal of Lease Agreement with A-1 Properties for Engineering Office located at 851 E. 6th Street, Beaumont
<b>NOTE:</b>	The executed lease agreement was not provided by the landlord in time for inclusion in the agenda packet

## Attachment 2

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 ☐ PM. Any holding over after  
the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as  
specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other  
terms and conditions of this agreement shall remain in full force and effect.
- ☐ 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, subject to any applicable laws. Such notice may be given on any 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.
- ☒ (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)  
\_\_\_\_\_, or at any other  
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  
☐ 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 [Signature]

Tenant's Initials [Signature]

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**COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)**

First Team Real Estate, 29121 Overland DR. Temecula CA 92591  
John Barker

Phone: 9513942255 Fax  
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**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

Landlord's Initials ( ) ( )

Tenant's Initials ( ) ( )

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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.

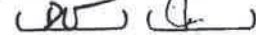
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

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



Tenant's Initials



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## COMMERCIAL LEASE AGREEMENT (CL PAGE 3 OF 6)



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

Tenant's Initials

Landlord's Initials

Tenant's Initials

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**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 ( ) ( )

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Beaumont-Cherry



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

Address 560 Magnolia Ave

City Beaumont

Date \_\_\_\_\_

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 AGREEMENT (CL PAGE 6 OF 6)

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Beaumont-Cherry





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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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CLCA 11/16 (PAGE 1 OF 1)

**COMMERCIAL LEASE CONSTRUCTION ACCESSIBILITY ADDENDUM (CLCA PAGE 1 OF 1)**

First Team Real Estate, 29121 Overland DR. Temecula CA 92591  
John Barker

Phone: 9513942255  
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Fax

Beaumont-Cherry



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## ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. One

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other **Commercial Lease Agreement**  
dated May 10, 2022, on property known as 851 E. 6th. Street, Suite A-3

in which Beaumont-Cherry Valley Water District is referred to as ("Buyer/Tenant")  
and A-1 Financial LLC is referred to as ("Seller/Landlord").

**1. Tenant (Beaumont-Cherry Valley Water District) as part of the initial Lease Agreement dated April 7th. 2022, reserve the right to a Two-year option to continue renting Suite A-3. .**

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date 5/11/22

Buyer/Tenant \_\_\_\_\_

Seller/Landlord Josiah Spively

**Beaumont-Cherry Valley Water District**

**A-1 Financial LLC**

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADDENDUM (ADM PAGE 1 OF 1)



First Team Real Estate, 29121 Overland DR. Temecula CA 92591  
John Barker

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Phone: 9513942255

Fax:

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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: 



## Western Information Office

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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:

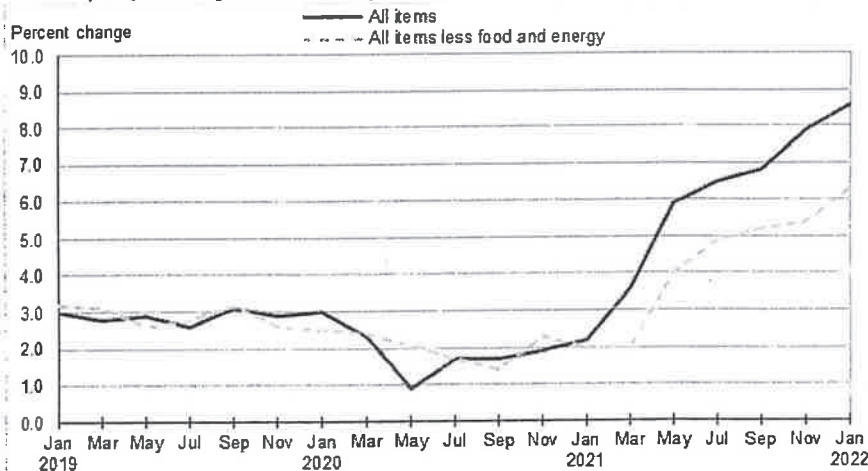
(415) 625-2270

[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](#)

## 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		



## COMMERCIAL LEASE AGREEMENT

(C.A.R. Form CL, Revised 12/23)

Date (For reference only): April 22, 2024

A-1 Financial, LLC / Joanne Lively (Owner, Authorized Broker or Agent, or Property Manager, ("Landlord"))  
and Beaumont Cherry Valley Water District ("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as 851 E. Sixth St. Suite A-3, Beaumont, CA 92223 ("Premises"), which comprise approximately 8,000 % of the total square footage of rentable space in the entire property. See exhibit 1,350 sf for a further description of the Premises.
2. **TERM:** The term begins on (date) May 1, 2024 ("Commencement Date"),

(Check A or B):

- A. ☒ **Lease:** and shall terminate on (date) 10/31/2024 at 12:00 ☒ AM ☐ PM. Any holding after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in **paragraph 2B**. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.

- 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, subject to any applicable laws. Such notice may be given on any date.

- C. **RENEWAL OR EXTENSION TERMS:** TBD OR ☐ See attached addendum.

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.
- ☐ (2) \$ \_\_\_\_\_ 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 4.7% (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) \$2,796.00 per month for the period commencing 05/01/2024 and ending 10/31/2024 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, LLC at (address) Post Office Box 890884, Temecula, CA 82589, or at any other 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 ☐ 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 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.

CL REVISED 12/23 (PAGE 1 OF 7)

Landlord's Initials \_\_\_\_\_ / \_\_\_\_\_ Tenant's Initials DW / \_\_\_\_\_

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 7)



# 7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>05/01/2024</u> To <u>10/31/2024</u>	\$ <u>2,796.00</u>	\$ _____	\$ <u>2,796.00</u>	<u>05/01/2024</u>
B. Security Deposit .....	\$ _____	\$ _____	\$ _____	_____
C. Other: _____	\$ _____	\$ _____	\$ _____	_____
Category _____				
D. Other: _____	\$ _____	\$ _____	\$ _____	_____
Category _____				
E. Total: .....	\$ <u>2,796.00</u>	\$ _____	\$ <u>2,796.00</u>	<u>10/31/2024</u>

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 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 Premises 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.
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.
- 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 of 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.
- B. Tenant OR ☐ (If checked, Landlord) shall keep glass, windows and doors in operable and safe condition.
- C. Landlord OR ☐ (If checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and \_\_\_\_\_  
Air Conditioning (HVAC), Exterior, Electrical, Water Systems
- D. Unless Landlord is indicated above, if Tenant fails to maintain the Premises, or keep it in operable and safe condition, as specified in 17 A-C, Landlord may contract for or perform such services to maintain the Premises, or keep it in operable and safe condition, as specified in 17 A-C, and charge Tenant for Landlord's cost.
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.

CL REVISED 12/23 (PAGE 2 OF 7)

Landlord's Initials \_\_\_\_\_ / \_\_\_\_\_ Tenant's Initials DCS / \_\_\_\_\_

## COMMERCIAL LEASE AGREEMENT (CL PAGE 2 OF 7)

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BCVWD



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 ☒ Anytime ) 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 or 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 Information: names, current phone numbers, email addresses.  
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 would have 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 that 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 guest, (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 \$2,000,000.00 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 \$2,000,000.00, 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.
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, and 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 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:**
- 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 to the Premises are the responsibility of the ☐ Tenant, ☐ Landlord, ☐ Other \_\_\_\_\_.
35. **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 36** below. **Paragraphs 36B and C** apply whether or not the arbitration provision is initialed. 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.**



**36. ARBITRATION OF DISPUTES:**

- A. 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 36B and C 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.
- B. **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.
- C. **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 \_\_\_\_\_ / \_\_\_\_\_ Tenant's Initials DS / \_\_\_\_\_

37. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each on 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.
38. **NOTICE:** Notices may be served by mail, email, or courier at the contact information provided in the signature section for Landlord or Tenant, or at any other location subsequently designated and is deemed effective upon personal receipt by either party or their agent.
39. **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.
40. **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.
41. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:**
- 1) All Terms and Conditions to remain the same as in previous Commercial Lease Agreement <DATED APRIL 7 2022> in regards to: Construction, Tenant Improvements, Maintenance, Keys, Signs, Alarm Systems, Paint Colors, HVAC Systems, Insurance Coverages, and Landlord Approvals of such.
- 2) Tenant (BCVWD / Beaumont Cherry Valley Water District) as part of the initial Lease Agreement, DATED APRIL 7, 2022, reserve the right to a two-year option to continue renting Suite A-3, OR reserve the right to a six-month option to continue renting Suite A-3, as part of this Lease Agreement, DATED April 22, 2024.
- 3) Tenant agrees to allow Real Estate showings of the property to potential Tenants during the Lease Terms stated herein during any six-month (aka: short-term) Lease Agreement period with a 24-hour prior notice of showing.
- 4) Tenant is required to have ONE annual Maintenance/Service Inspection on HVAC unit(s) by May 30th of each year and provide copy of receipt to Landlord.

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

42. **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.
43. **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.
44. **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.



45. **AGENCY CONFIRMATION:** The following agency relationships are hereby confirmed for this transaction:

Listing Agent: No Agency (Print Firm Name) is the agent of (check one):  
☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.  
Selling Agent: No Agency (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 and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by other; (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.

46. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in paragraphs 47 or 48 appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

47. **Tenant agrees to rent the Premises on the above terms and conditions.**

A. ☒ **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See paragraph 46 for additional items.
- (3) The name(s) of the Legally Authorized Signer(s) is: Daniel Jaggars, General Manager.
- (4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- (5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

**B. TENANT SIGNATURE(S):**

(Signature) By, [Signature] Date: 5/6/2024  
Printed name of Tenant: Beaumont Cherry Valley Water District  
☒ Printed Name of Legally Authorized Signer: Daniel Jaggars Title, if applicable, General Manager  
Address 560 Magnolia Ave. City Beaumont State CA Zip 92223  
Telephone (951)845-9581 Text \_\_\_\_\_ E-mail dan.jaggars@bcvwd.org

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_  
Printed name of Tenant: \_\_\_\_\_  
☒ Printed Name of Legally Authorized Signer: General Manager Title, if applicable, \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☒ **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 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) Daniel Jaggars, BCVWD  
Guarantor [Signature] Date 5/6/2024  
Address 560 Magnolia Ave. City Beaumont State CA Zip 92223  
Telephone (951)845-9581 E-mail dan.jaggars@bcvwd.org



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

A. ☒ **ENTITY LANDLORD:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Landlord is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 46** for additional items.

(3) The name(s) of the Legally Authorized Signer(s) is: Joanne Lively, Landlord, Owner

(4) If a trust, identify the Landlord as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: \_\_\_\_\_

B. **LANDLORD SIGNATURE(S):**

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Landlord: A-1 Financial, LLC / Joanne Lively

☒ Printed Name of Legally Authorized Signer: Joanne Lively Title, if applicable, Owner

Address PO Box 890884 City TEMECULA State CA Zip 92589

Telephone (951)699-4556 Text (951)541-6458 E-mail jolively48@gmail.com

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of Landlord: \_\_\_\_\_

☒ Printed Name of Legally Authorized Signer: Landlord, Owner Title, if applicable, \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Text \_\_\_\_\_ E-mail \_\_\_\_\_

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

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

Real Estate Broker (Tenant Brokerage Firm) No Agency Lic. # \_\_\_\_\_

By (Agent) \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Landlord Brokerage Firm) No Agency Lic. # \_\_\_\_\_


By (Agent) \_\_\_\_\_ Lic. # \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Landlord's Initials \_\_\_\_\_ / \_\_\_\_\_ Tenant's Initials DKT

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REAL ESTATE BUSINESS SERVICES, LLC.  
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525 South Virgil Avenue, Los Angeles, California 90020

CL REVISED 12/23 (PAGE 7 OF 7)

**COMMERCIAL LEASE AGREEMENT (CL PAGE 7 OF 7)**

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BCVWD





# COMMERCIAL LEASE AGREEMENT

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

## Attachment 4

Date (For reference only): April 23, 2019

A-1 Financial LLC

("Landlord") and

Beaumont-Cherry Valley Water District

("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 1, 2019 ("Commencement Date").  
(Check A or B):

☒ A. Lease: and shall terminate on (date) April 30, 2022 at 12:00 ☒ AM ☐ PM. Any holding over after  
the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as  
specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other  
terms and conditions of this agreement shall remain in full force and effect.

☐ 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, subject to any applicable laws. Such notice may be given on any date.

☒ C. RENEWAL OR EXTENSION TERMS: See attached addendum Addendum One dated April 23 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.  
☒ (2) \$2,025.00 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)  
\_\_\_\_\_, or at any other  
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  
☐ 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 \$2,025.00 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 TKS



## 7. PAYMENTS:

		TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>05/01/2019</u> To <u>05/31/2019</u>	Date Date	\$ <u>2,025.00</u>	\$ _____	\$ <u>2,025.00</u>	<u>04/26/2019</u>
B. Security Deposit		\$ <u>2,025.00</u>	\$ _____	\$ <u>2,025.00</u>	<u>04/26/2019</u>
C. Other: _____	Category	\$ _____	\$ _____	\$ _____	
D. Other: _____	Category	\$ _____	\$ _____	\$ _____	
E. Total:		\$ <u>4,050.00</u>	\$ _____	\$ <u>4,050.00</u>	

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, \$ \_\_\_\_\_ 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: Inspection shall occur upon execution of lease. 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

Landlord's Initials ( ) ( )

Tenant's Initials DA ( ) ( )

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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 ( ) ( )

Tenant's Initials DT ( ) ( )

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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 \_\_\_\_\_ / Tenant's Initials DK / \_\_\_\_\_

Landlord's Initials ( ) ( )

Tenant's Initials DK ( ) ( )

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Beaumont-Cherry



Premises: 851 E. 6th. St Beaumont, Ca. 92223 Suite A-3

Date April 23, 2019

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 (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 marquees. 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)

Addendum One dated April 23, 2019. "Lease is final contingent of City of Beaumont approval of occupancy"

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 BA ( ) ( )

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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 \_\_\_\_\_ Date \_\_\_\_\_

Beaumont-Cherry Valley Water District

(Print name)

Address 560 Magnolia Ave. City Beaumont State Ca. Zip 92223

Tenant [Signature] Date 5/9/2019

Daniel K. Jaggars

(Print name)

Address 560 Magnolia City Beaumont State CA Zip 92223

☒ **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 \_\_\_\_\_ Date \_\_\_\_\_

(owner or agent with authority to enter into this agreement) A-1 Financial LLC

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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 AGREEMENT (CL PAGE 6 OF 6)

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Beaumont-Cherry





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## ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. One

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other Commercial Lease Agreement

dated April 23, 2019, on property known as 851 E. 6th. Street, Suite A-3  
Beaumont, CA 92223

in which Beaumont-Cherry Valley Water District is referred to as ("Buyer/Tenant")  
and A-1 Financial LLC is referred to as ("Seller/Landlord").

1. Tenant (Beaumont-Cherry Valley Water District) as part of the initial Lease Agreement dated April 23, 2019 reserve the right to a Two-year option to continue renting Suite A-3.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 5/9/2019

Date \_\_\_\_\_

Buyer/Tenant [Signature]  
Beaumont-Cherry Valley Water District

Seller/Landlord A-1 Financial LLC

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADDENDUM (ADM PAGE 1 OF 1)



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Beaumont-Cherry



**Beaumont-Cherry Valley Water District  
Regular Board Meeting  
October 24, 2024**

**Item 9**

**STAFF REPORT**

**TO:** Board of Directors

**FROM:** Dan Jagers, General Manager

**SUBJECT:** Review of Water Supply Assessment for Water Service for the Proposed 14201 California Avenue Industrial Project located south of 1st Street and west of Interstate Highway 79

---

**Staff Recommendation**

No recommendation. For discussion only.

**Executive Summary**

In March, 2024, District staff received a formal request to prepare a Water Supply Assessment (WSA) for the 14201 California Avenue Industrial Project (Project), which is located south of 1st Street and west of Interstate Highway 79. The Project site location is not within the current District Boundary; however, the Project site location is within the District's Sphere of Influence. The WSA ultimately indicates that there is ample supply to serve this Project. Table 1, below, provides a brief summary of the proposed Project.

**Table 1: Project Summary**

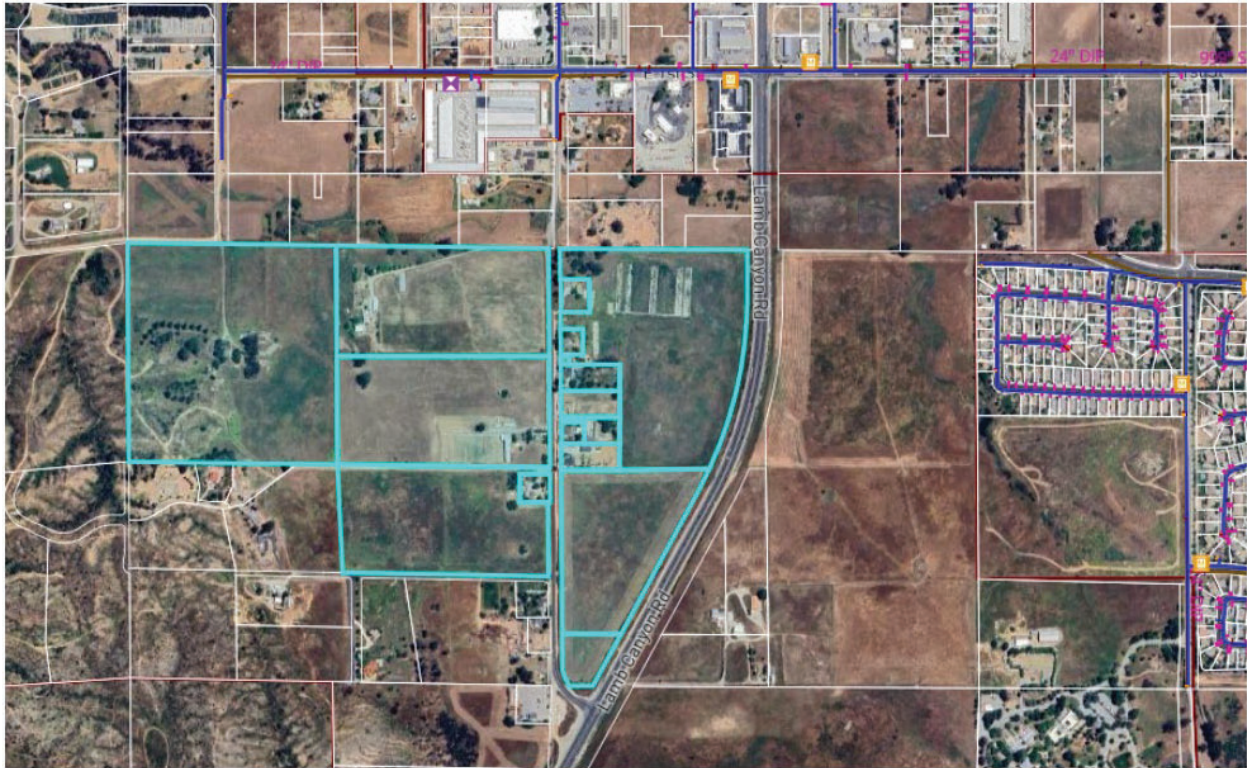
Applicant/Developer	Inland Harbor, LLC
Development Type	Industrial
Development Name	14201 California Avenue
Annexation Required (Yes/No)	Yes – Requires Annexation
Total Water Consumption	115 EDUs
Estimated Domestic Water Consumption	51 EDUs
Estimated Irrigation Water Consumption	64 EDUs

**Background**

In March 2024, District staff received a formal request to prepare a Water Supply Assessment for a project identified as the 14201 California Avenue Industrial Project. The Project is located south of 1st Street and west of Interstate Highway 79. The Project is not within the District's Service Boundary; however, the Project is within the District's Sphere of Influence. It is the District's understanding that the Applicant (Inland Harbor, LLC) is currently working with the City of Beaumont (City) and plans to contact the Riverside Local Agency Formation Committee (LAFCO) to undergo annexation into the City and the District (approximately 129.1 acres of land, shown in Figure 1 herein). The purpose of this Staff Report is for review and discussion of the WSA prepared by District staff for the forementioned Project.



**Figure 1: 14201 California Avenue Project Location**



### **Discussion**

The proposed 14201 California Avenue Project consists of approximately 129.1 gross acres of land over multiple parcels. The affected parcels, which are shown in Figure 1, are described further in Table 2, below.

**Table 2 – 14201 California Avenue Assessor Parcel Numbers**

Parcel No.	APN No.	Parcel No.	APN No.	Parcel No.	APN No.	Parcel No.	APN No.
1	421-090-003	5	421-090-021	9	421-110-004	13	421-110-021
2	421-090-004	6	421-110-001	10	421-110-006	14	421-110-024
3	421-090-005	7	421-110-002	11	421-110-017	15	421-110-029
4	421-090-011	8	421-110-003	12	421-110-018	16	421-110-030

The Project's water demands for the proposed Project have been estimated based upon similar industrial projects. The estimated water demand for the Project is approximately 62.8 acre-feet per year (AFY). This consists of approximately 27.8 AFY water demand for potable water use and 35.0 AFY water demand for non-potable water use.



**Table 3: 14201 California Avenue Estimated Water Demand**

Phase	Building	Land Use	Building Area (SF)	Potable Water Demand (AFY)	Non-Potable Water Demand (AFY)
1	3	Warehouse	374,248	4.3	4.1
		Office	6,000		
	4	Warehouse	346,496	3.9	4.1
		Office	6,000		
	5	Warehouse	180,841	2.1	3.0
		Office	10,000		
	6	Warehouse	135,899	1.6	5.0
		Office	6,000		
	7	Warehouse	74,699	0.9	2.8
		Office	6,000		
2	1	Warehouse	948,780	10.7	12.0
		Office	10,000		
	2	Warehouse	366,646	4.2	4.2
		Office	6,000		
TOTAL			2,477,609	27.8	35.1

Note: 1 EDU = 487 gal/day (BCVWD 2020 UWMP)

The WSA ultimately identifies that there is sufficient water supply to serve this Project. The WSA analyzes the District demands versus supplies in normal and dry year conditions, which coincides with the District Urban Water Management Plan (UWMP). The WSA references the District 2020 UWMP and the San Geronio Pass Water Agency (SGPWA) 2020 UWMP to determine the available water sources to the District. District staff has also included available water sources from the City of Ventura and Casitas Municipal Water District exchange agreement.

The District is currently working with the Developer's consultant to determine the infrastructure required to supply the demands for the Project. There is an existing 24-inch ductile iron pipe (DIP) domestic water main which terminates approximately 380 linear feet (LF) south of the intersection of 1st Street and California Avenue. There is also an existing 24-inch DIP domestic water main which terminates at the southerly end of Manzanita Parkway on the east side of Interstate Highway 79 which could service this Project as a secondary source to provide redundancy.

District staff has also identified an existing 24-inch DIP non-potable water main located within the California Avenue and 1st Street intersection and a 24-inch DIP non-potable water main within Manzanita Parkway which could service the Project's non-potable water demands. The total estimated water demands for this Project are further described in the WSA (see Attachment 1 – Water Supply Assessment for 14201 California Avenue).

District staff identifies that the purpose of this Staff Report is for discussion purposes only. Subsequent to discussion with the Board and public comment, District staff understands that the Applicant may return to the Board at a later date to request approval for the WSA as discussed herein, as well as to request a Will-Serve Letter for provision of water service.



District staff further identifies that additional review of the Applicant's proposed connection to the existing system in the vicinity of the Project will be required. District staff has continued to work with the Developer's engineer to determine the most feasible system to provide the required Project demands and the required fire flow as determined by the Fire Department.

District staff has informed the Developer that a Plan of Service will be required for annexation into the District service area through Riverside LAFCO. It is District staff's understanding that the City will act as the lead agency for the Project's annexation proceedings.

### **Fiscal Impact**

There is no fiscal impact to the District.

### **Attachments**

1. Water Supply Assessment for the 14201 California Avenue

Staff Report prepared by Evan Ward, Civil Engineering Assistant

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

560 MAGNOLIA AVENUE  
BEAUMONT, CALIFORNIA 92223  
[www.bcvwd.gov](http://www.bcvwd.gov)

**DRAFT**

**WATER SUPPLY ASSESSMENT**

for  
**14201 CALIFORNIA AVENUE**  
City of Beaumont, CA

OCTOBER 2024



*Prepared by*

**BEAUMONT-CHERRY VALLEY WATER DISTRICT**

560 MAGNOLIA AVENUE  
BEAUMONT, CALIFORNIA 92223  
(951) 845-9581

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## 1. Introduction

The 14201 California Avenue Project (Project) is proposed to be constructed in the City of Beaumont (City), CA on an approximately 110 gross acre site, south of Highway 60 and west of Highway 79. The Project is anticipated to be constructed in two (2) phases:

- Phase 1 – Five (5) industrial buildings with a combined floor area of 1,146,183 square feet and a combined landscaped area of 506,002 square feet over a land area of 62.68 acres.
- Phase 2 – Two (2) industrial buildings with a combined floor area of 1,331,426 square feet and a combined landscaped area of 433,661 square feet over a land area of 66.39 acres.

In the above phasing, the landscaped areas are proposed to be irrigated with non-potable water. The Project is proposed to dedicate new streets in the east-west direction north of the existing Relay Drive. The Project is proposed to be located between Relay Drive and a newly dedicated street on both the east and west sides of California Avenue. The Project site is located within the Beaumont-Cherry Valley Water District (BCVWD) sphere of influence but not within the BCVWD service boundary. **Currently, only a portion of the Project has been annexed into the City and no portion of the Project has been annexed into BCVWD.** An Environmental Impact Report (EIR) will need to be completed to comply with the California Environmental Quality Act (CEQA), as required by the Riverside Local Agency Formation Commission (Riverside LAFCO). Upon the Project obtaining a Will-Serve Letter from the BCVWD Board of Directors, a Plan of Service (POS) will need to be completed prior to submittal to Riverside LAFCO.

## **2. Water Supply Assessment (WSA) Legislative Requirements**

There were two Senate Bills, passed in 2001, to advance water supply planning efforts in California and provide the foundation for developing comprehensive water policies to meet future water needs by integrating water supply and land use planning. These were Senate Bill 221 and Senate Bill 610, (SB 221 and SB 610, respectively). The intent was to provide additional assurance that new projects could have a reliable water supply and the impact of the new developments on existing water users, i.e., those relying on common water sources, and decision makers, were adequately informed of the proposed project's water use, the impacts, and plans to maintain supplies.

### **2.1. Senate Bill 221 (SB 221)**

SB 221 applies to residential subdivisions and is chaptered in Government Code §65867.5 *et seq.* which states:

*(c) A development agreement that includes a subdivision, as defined in Government Code §666473.7, shall not be approved unless the agreement provides that any tentative map prepared for the subdivision will comply with the provisions of §666473.7. Government Code §666473.7 states:*

*(a)(1) For purposes of this section, the following definitions apply:*

*“Subdivision” means a proposed residential development of more than 500 dwelling units, except that for a public water agency that has fewer than 5,000 service connections, “subdivision” means any proposed residential development that would account for an increase of 10 percent or more in the number of the public water system’s existing service connections.*

*(b)(1) The legislative body of a city or county or the advisory agency, to the extent that it is authorized by local ordinance to approve, conditionally approve, or disapprove the tentative map, shall include as a condition in any tentative map that includes a subdivision, a requirement that a sufficient water supply shall be available. Proof of the availability of a sufficient water supply shall be requested by the subdivision applicant or local agency and shall be based on written verification from the applicable water supply system within 90 days of a request.*

*(i) Government Code §666473.7 shall not apply to any residential project proposed for a site that is within an urbanized area and has previously been developed for urban uses, or where the immediate contiguous properties surrounding the residential project site area, or previously have been, developed for urban uses, or housing projects that*

*are exclusively for very low and low-income households.*

*(a)(2) "Sufficient water supply" means the total water supplies available during normal, single- dry, and multiple-dry years within a 20-year projection that will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including but not limited to agricultural and industrial uses.*

This does not mean that 100 percent of the development's unrestricted water demand must be met 100 percent of the time, nor does it mean the new development may not have an impact on the service level of existing customers. A "sufficient water supply" may be found to exist for a proposed subdivision and for existing customers, even where a drought-induced shortage will be known to occur, as long as a minimum water supply can be estimated and planned for during a record drought.

## **2.2. Senate Bill 610 (SB 610)**

SB 610, chaptered in Water Code §10910 *et seq.*, requires a city or county that determines a "Project," as defined in Water Code §10912, is subject to the California Environmental Quality Act (CEQA), the city or county must identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment (WSA), except as otherwise specified. Water Code §10912 defines a "Project" as any of the following:

- (1) A proposed residential development of more than 500 dwelling units.*
- (2) A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet (sq. ft.) of floor space.*
- (3) A proposed commercial office building employing more than 1,000 persons or having more than 250,000 sq. ft. of floor space.*
- (4) A proposed hotel or motel, or both having more than 500 rooms.*
- (5) A proposed industrial, manufacturing, or processing plant, or industrial park planned to*
- (6) house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 sq. ft. of floor area.*
- (7) A mixed-use project that includes one or more of the projects specified in this subdivision.*
- (8) A project that would demand an amount of water equivalent to, or greater than, the amount*

*of water required by a 500 dwelling unit project<sup>1</sup>.*

The basic question to be answered in the WSA is:

*Will the water supplier's total projected water supplies during normal, dry, and multiple dry years during a 20-year projection meet the projected water demand of the proposed project, in addition to the water supplier's existing and planned future uses, including agricultural and manufacturing uses?*

The WSA, under SB 610, is to include the following, if applicable to the supply conditions:

1. Water supply entitlements, water rights or water service contracts shall be demonstrated by supporting documentation such as the following:
  - a. Written contracts or other proof of entitlement to an identified water supply.
  - b. Copies of capital outlay program for financing the delivery of a water supply that has been adopted by the public water system.
  - c. Federal, state, and local permits for construction of necessary infrastructure associated with delivering the water supply.
  - d. Any necessary regulatory approvals that are required to be able to convey or deliver the water supply.
2. Identification of other public water systems or water service contract holders that receive a water supply or have existing water supply entitlements, water rights, or water service contracts, to the same source of water as the public water system.
3. If groundwater is included for the supply of a proposed project, the following additional information is required:
  - a. Description of groundwater basin(s) from which the proposed project will be supplied. Adjudicated basins must have a copy of the court order or decree adopted and a description of the amount of groundwater the public water system has the legal right to pump. For non-adjudicated basins, information on whether the California Department of Water Resources has identified the basin as over drafted or has projected that the basin will become over drafted if present management conditions continue, in the most current bulletin of the Department of Water Resources that characterizes the condition of the basin, and a detailed description of the efforts being undertaken in the basin to eliminate the long-term overdraft.
  - b. Description and analysis of the amount and location of groundwater pumped by the

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<sup>1</sup> The water use for one dwelling unit depends on regional climate and varies from agency to agency.

- public water system for the past five (5) years from any groundwater basin from which the proposed project will be supplied. Analysis should be based on information that is reasonably available, including, but not limited to, historic use records.
- c. Description and analysis of the amount and location of groundwater projected to be pumped by the public water system from any groundwater basin from which the proposed project will be supplied. Analysis should be based on information that is reasonably available, including, but not limited to, historic use records.

### 2.3. Summary

The Senate bills are quite similar; SB 221 applies to proposed residential subdivisions over 500 dwelling units or a subdivision project that proposes 10 percent of the number of existing agency water connections whichever is smaller; SB 610 to other types of large projects or mixed-use projects. Both require documentation of water supply and demand under normal, dry and multiple dry year scenarios to accommodate the project plus existing and known planned projects. Both rely on the agency's Urban Water Management Plan (UWMP) for support.

Based on the description in the introduction, the proposed 14201 California Avenue Project **requires a water supply assessment pursuant to both SB 221 under Government Code §65867.5 et seq. and SB 610 under Section 10912 (a) (2).** The Proposed industrial contains more than 650,000 sf of floor area.

### **3. Urban Water Management Planning Act**

#### **3.1. Background**

The California Water Code requires that all urban water suppliers within the state, serving over 3,000 acre-feet (AF) of water annually (1 AF = 325,829 gallons) or having at least 3,000 service connections, to prepare Urban Water Management plans (UWMPs) on a five-year, ongoing basis demonstrating their continued ability to provide water supplies for current and future expected development under normal, single dry, and multiple dry year scenarios. The Urban Water Management Planning Act was enacted in 1983 and amendments were made periodically since then. The Act also requires imported water suppliers to prepare UWMPs. Water Code sections §10610 through §10656 detail the information that must be included in the plans. These plans also require the assessment of urban water conservation measures and wastewater recycling. They also require, pursuant to §10632, a water shortage contingency plan, outlining how the municipal water provider will manage water shortages of up to 50 percent of their normal supplies in a given year.

An UWMP is a planning tool that provides general guidance to water management agencies. It provides managers and the public with high altitude overview on a number of water supply issues facing the agency. It is not a substitute for project-specific planning documents, nor was it intended to be when mandated by the State Legislature. When specific projects are chosen to be implemented, detailed project plans are prepared, environmental analysis, if required, is prepared, and financial and operational plans are developed.

“An UWMP is intended to function as a planning tool to guide broad-perspective decision making” by water agency managers and directors<sup>2</sup>. It should not be viewed as an exact blueprint for supply and demand management. Water management in California is not a matter of certainty and planning projections may change in response to a number of factors. “Long-term water planning involves expectations and not certainties. The State Supreme Court has recognized the uncertainties inherent in long-term land use and water planning and observed that the generalized information required ...in the early stages of the planning process are replaced by firm assurances of water supplies at later stages.”<sup>3</sup> It is appropriate to look at the UWMP as a general planning framework, not a specific action plan. It is an effort to generally answer a series of planning questions including:

- What are the potential sources of supply and what is the reasonable probable yield from

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<sup>2</sup> Sonoma County Water Coalition v. Sonoma County Water Agency (2010) 189 Cal. App.

<sup>4th</sup> 33, 39, taken from SGPWA 2015 UWMP.

<sup>3</sup> Ibid

them?

- What is the probable demand, given a reasonable set of assumptions about growth and implementation of good water management practices?
- How well do supply and demand figures match up, assuming that the various probable supplies will be pursued by the implementing agency?

Based on the answers to these questions, the implementing agency will pursue feasible and cost-effective options and opportunities to meet demands.

The Urban Water Management Planning Act requires the supplier to document water supplies available during normal, single dry, and multiple dry water years over a 20-year projection and the existing and projected future water demand during a 20-year projection. The Act requires that the projected supplies and demands be presented in 5-year increments for the 20-year projection period.

Like SB 221 and SB 610, specific levels of supply reliability are not mandated (i.e., whether a specific level of demand can be met over a designated frequency); rather, the law provides that it is a local policy decision of the water provider as part of the planning process. As provided for in the law, this WSA can rely on the data in the latest UWMP in assessing the water demand of the proposed project relative to the overall increase in demands expected by BCVWD.

### **3.2. San Geronio Pass Water Agency 2020 UWMP**

The 14201 California Avenue Project is located within the service area of the San Geronio Pass Water Agency (SGPWA or Pass Agency). BCVWD provided data to SGPWA on BCVWD's projected demands so the SGPWA could prepare their UWMP. Because the California Department of Water Resources (DWR) required the imported water suppliers to submit their UWMPs earlier than the retail agencies, BCVWD made some preliminary estimates of their demand over the 20-year projection period and provided the projections to SGPWA. These preliminary estimates deviated slightly from the actual demands in BCVWD's 2020 UWMP.

**Table 3-1 – Project Total Water Supply for SGPWA Region through 2045 (AFY)**

Service Area Water Supply to Meet Demands	2025	2030	2035	2040	2045
City of Banning	9,473	10,198	10,853	11,565	12,278
Beaumont Cherry Valley	14,963	16,160	17,515	18,710	19,693
Yucaipa Valley WD (Riverside Portion)	1,509	1,841	2,174	2,507	2,839
South Mesa WC (Riverside Portion)	1,032	1,084	1,138	1,196	1,196
High Valley WD	3,400	3,600	3,900	4,100	4,300
Cabazon County WD					
Mission Springs (SGPWA area)					
Other SGPWA service area not served by named retailers					
<b>Total SGPWA Boundary Supply to meet Demands</b>	<b>30,400</b>	<b>32,900</b>	<b>35,600</b>	<b>38,100</b>	<b>40,300</b>

Note:

1. Table 3-1 is taken from Table 3-16 in the SGPWA 2020 UWMP.
2. The supply totals necessary to meet demands in the table above are rounded to the nearest 100.

In Chapter 1 of the SGPWA's 2020 UWMP, the UWMP stated the following.

*"It is important to note that this UWMP [SGPWA 2020 UWMP] has been completed to address regional resource management and does not address the particular conditions of any specific retail water agency or entity within the SGPWA service area. The retail urban water suppliers within SGPWA service area are preparing their own separate UWMPs where required, though SGPWA has facilitated coordination among the retailers to assure consistency."*

BCVWD recognizes and acknowledges the disclaimer statement within the 2020 Urban Water Management Plan prepared by the SGPWA related to regional planning. While the UWMP prepared by the SGPWA "...does not address the particular conditions of any specific retail water agency..." BCVWD relies upon the policies and practices of the SGPWA as a foundation for regional water supply solutions. In other words, while the SGPWA's regional planning document does not address local water conditions, BCVWD does rely upon the policies of the SGPWA to provide comprehensive regional solutions related to the use of imported water in the SGPWA area. As an example of the policies and practices adopted by the SGPWA and relied upon by BCVWD include, but are not limited, to the following:

- San Geronio Pass Water Agency, Ordinance No. 8, An Ordinance Establishing Rules and Regulations for SGPWA Water Service, February 7, 2005;
- San Geronio Pass Water Agency Strategic Plan, May 2012;
- San Geronio Pass Water Agency, Resolution No. 2014-02, A Resolution of the San Geronio Pass Water Agency Establishing a Policy for Meeting Future Water Demands, February 18, 2014;

- San Geronio Pass Water Agency, Ordinance No. 10, Ordinance Establishing Water Shortage Plan, July 21, 2014;
- San Geronio Pass Water Agency, Resolution No. 2015-05, Resolution of the Board of Directors of the San Geronio Pass Water Agency to Adopt Facility Capacity Fees for Facilities and Water, July 27, 2015;
- San Geronio Pass Water Agency, State of the Supply PowerPoint Presentation, September 30, 2016;
- San Geronio Pass Water Agency, Ordinance No. 13, An Ordinance Amending Rules and Regulations Regarding Authorization for Service, June 5, 2017.

### 3.3. BCVWD's 2020 UWMP

There were some minor differences between the projections in BCVWD's 2020 UWMP and the projections provided to SGPWA for their 2020 UWMP. These differences stemmed from the need for BCVWD to provide preliminary demand projections early on so the SGPWA could meet their prescribed deadline.

BCVWD's demands for imported water are presented in BCVWD's 2020 UWMP (Table 6-24) and are repeated in Table 3-2 below. Table 3-2 shows the actual imported water demand to meet the potable water demand plus the banking water demand to ensure drought-proofing of future development. If imported water is not available in a given year, no banking will occur. But when imported water is available, any deficiencies from previous years would be "carried over" and "made up." As can be seen, there is a slight difference between the demands in Table 3-2 versus those shown above in Table 3-1.

**Table 3-2 BCVWD Imported Water Needs from BCVWD 2020 UWMP**

	2025	2030	2035	2040	2045
BCVWD Drinking Water Demand, AFY	9,144 <sup>2</sup>	9,546 <sup>2</sup>	9,966	10,717	11,281
Banking Demands, AFY	1,500	1,200	1,000	1,000	1,000
<b>Total BCVWD Imported Water Demand, AFY</b>	<b>10,644</b>	<b>10,746</b>	<b>10,966</b>	<b>11,717</b>	<b>12,281</b>

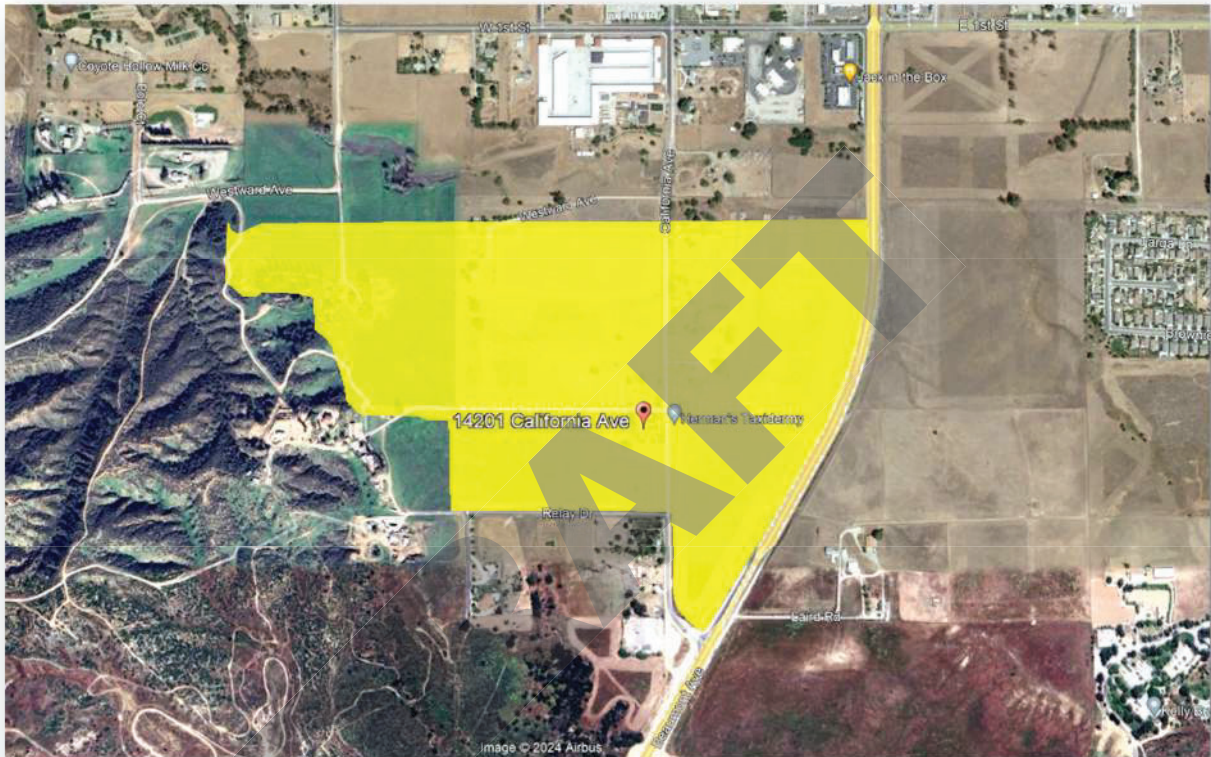
Note:

1. Taken from the BCVWD 2020 UWMP, Table 6-24
2. Includes imported water for non-potable water system since non-potable water system is supplied with potable groundwater.

#### **4. 14201 California Avenue Development Project Description**

The 14201 California Avenue Project is commercial/industrial (5,622,303 square feet) project located in the City of Beaumont on approximately 129.07 gross acres, south of Highway 60 and west of Highway 79. The project is primarily located in Section 16, T3S, R1W, SBB&M.

**Figure 1**  
**14201 California Avenue Project General Location**



##### **4.1. Proposed Project Estimated Water Demand**

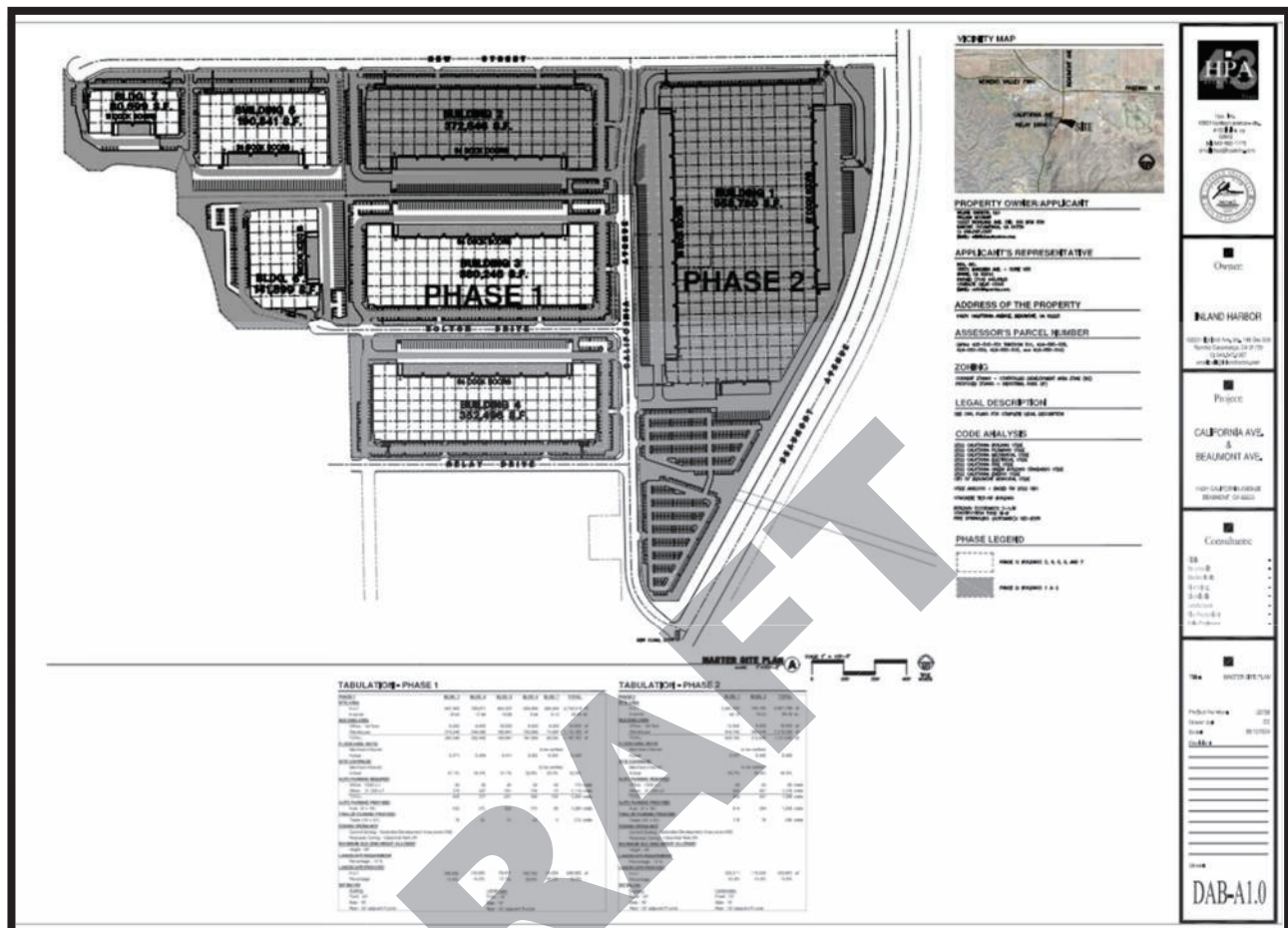
The current plan for the proposed project is Industrial. Phase 1 consists of five proposed industrial buildings which are approximately 265,904 to 807,565 square feet with the land area of 62.68 acres and 506,002 square feet of landscaping area. Phase 2 consists of three proposed industrial buildings which are approximately 794,195 to 2,097,593 square feet with the land area of 66.39 acres and 433,661 square feet of landscaping area.

A statistical summary of the proposed Project development is included in Table 4-1 as follows:

**Table 4-1 – 14201 California Avenue Proposed Project Plan Statistical Summary**

14201 California Avenue Project Summary Table					
Project Phase	Building No.	Building Area (SF)	Landscaped Area (SF)	Total Area (SF)	Total Area (ac)
I	Building 3	380,248	108,500	807,565	18.54
	Building 4	352,496	110,000	759,671	17.44
	Building 5	190,841	79,477	464,307	10.66
	Building 6	141,899	132,725	433,068	9.94
	Building 7	80,699	75,300	265,904	6.10
<b>Total Phase I</b>		<b>1,146,183</b>	<b>506,002</b>	<b>2,730,515</b>	<b>62.68</b>
II	Building 1	958,780	320,311	2,097,593	48.15
	Building 2	372,646	113,350	794,195	18.23
<b>Total Phase II</b>		<b>1,331,426</b>	<b>433,661</b>	<b>2,891,788</b>	<b>66.39</b>
<b>Project Total</b>		<b>2,477,609</b>	<b>939,663</b>	<b>5,622,303</b>	<b>129.07</b>

**Figure 2**  
**14201 California Avenue Site Plan**



For Full Size Site Plan, please see Appendix "B"

**Table 4-2 – 14201 California Avenue Proposed Commercial/Industrial Potable and Non-Potable Water Demand**

Phase	Building	Land Use	Bldg Area (SF) <sup>(1)</sup>	Employee Count <sup>(2)</sup>	Landscape Area (SF) <sup>(3)</sup>	Indoor Water Demand		Outdoor Water Demand Factor <sup>(4)</sup>		Indoor Water Demand		Outdoor Irrigation Demand		Total Water Consumption		Total Water Consumption	
						Factor	gpd/emp	Demand Factor <sup>(4)</sup>	gal/Ac/Yr	Demand	gpd	Demand	gpd	gpd	gpd	gpd	gpd
I	III	Warehouse	374,248	253	108,500	15	gpd/emp	530,000	gal/Ac/Yr	3,802	gpd	3,617	gpd	7,419	gpd	15	EDUs
		Office	6,000														
	IV	Warehouse	346,496	235	110,000	15	gpd/emp	530,000	gal/Ac/Yr	3,525	gpd	3,667	gpd	7,192	gpd	15	EDUs
		Office	6,000														
	V	Warehouse	180,841	127	79,477	15	gpd/emp	530,000	gal/Ac/Yr	1,908	gpd	2,649	gpd	4,558	gpd	9	EDUs
		Office	10,000														
II	VI	Warehouse	135,899	95	132,725	15	gpd/emp	530,000	gal/Ac/Yr	1,419	gpd	4,424	gpd	5,843	gpd	12	EDUs
		Office	6,000														
	VII	Warehouse	74,699	54	75,300	15	gpd/emp	530,000	gal/Ac/Yr	807	gpd	2,510	gpd	3,317	gpd	7	EDUs
		Office	6,000														
	I	Warehouse	948,780	639	320,311	15	gpd/emp	530,000	gal/Ac/Yr	9,588	gpd	10,677	gpd	20,265	gpd	42	EDUs
		Office	10,000														
II	Warehouse	366,646	248	113,350	15	gpd/emp	530,000	gal/Ac/Yr	3,726	gpd	3,778	gpd	7,505	gpd	15	EDUs	
	Office	6,000															
TOTAL			2,477,609	1652	939,663					24,776	gpd	31,323	gpd	56,099	gpd	115	EDUs

Notes:

- (1) Based on latest Site Plan
- (2) Based on recent water demand prepared by BCVWD for similar warehouse development projects, which estimates 1 employee per 1,500 sf of warehouse/office space.
- (3) Landscape Area provided by latest Site Plan.
- (4) Based on outdoor water demand factor used for previous landscape demands and Water Supply Assessments.

Table 4-2 was used to calculate a total estimated water demand (build-out) at 14201 California Avenue of 56,099 gpd, or 63 AFY. Based on BCVWD equivalent dwelling unit usage of 0.546 AFY per equivalent dwelling unit, this equates to 115 EDUs. Of the total water demand, the non-potable water demand for outdoor irrigation is estimated to be 35 AFY, or approximately 56 percent of the total demands of the Project.

## **5. BCVWD Water System**

BCVWD owns and operates the water system which would serve the 14201 California Avenue development project. BCVWD was first formed in April 1919, to provide domestic and irrigation water to the developing community of Beaumont and the surrounding area. BCVWD was originally named the Beaumont Irrigation District. In 1973, the name was changed to the Beaumont-Cherry Valley Water District. Sometime after that the hyphen was dropped from the name. However, even though the name has changed, the BCVWD's authority comes from the Irrigation District Law of the State of California.

BCVWD owns approximately 1,524 acres of watershed land north of Cherry Valley along the Little San Geronio Creek (also known as Edgar Canyon) and Noble Creek. There are two stream diversion locations within Little San Geronio Creek that are in the Department of Water Resources, Division of Water Rights, database. The diversions have pre-1914 recorded water rights amounting to 3,000 miners inch hours (MIH) or approximately 45,000 acre-feet per year (AFY) of right for diversion of water for domestic and irrigation uses. However, BCVWD has never had a demand that requires such large quantities of water supply; and the watersheds may not be capable of supplying such quantities during an average year. The creeks/canyons have been used for water development via diversions for irrigation and domestic service since the latter part of the 1800s. Currently, BCVWD diverts water from Little San Geronio Canyon Creek into a series of ponds adjacent to the creek where it percolates and recharges the shallow aquifers in the Canyon. BCVWD's wells located in Edgar Canyon provide a significant portion of BCVWD's water supply.

Figure 3 shows BCVWD's present Service Boundary and Sphere of Influence (SOI). BCVWD's present service area covers approximately 28 square miles, virtually all of which is in Riverside County and includes the City of Beaumont and the community of Cherry Valley. BCVWD-owned watershed land extends across Riverside County line into San Bernardino County where BCVWD operates a number of wells and several reservoirs.

BCVWD's SOI, or ultimate service planning area, encompasses an area of approximately 37.5

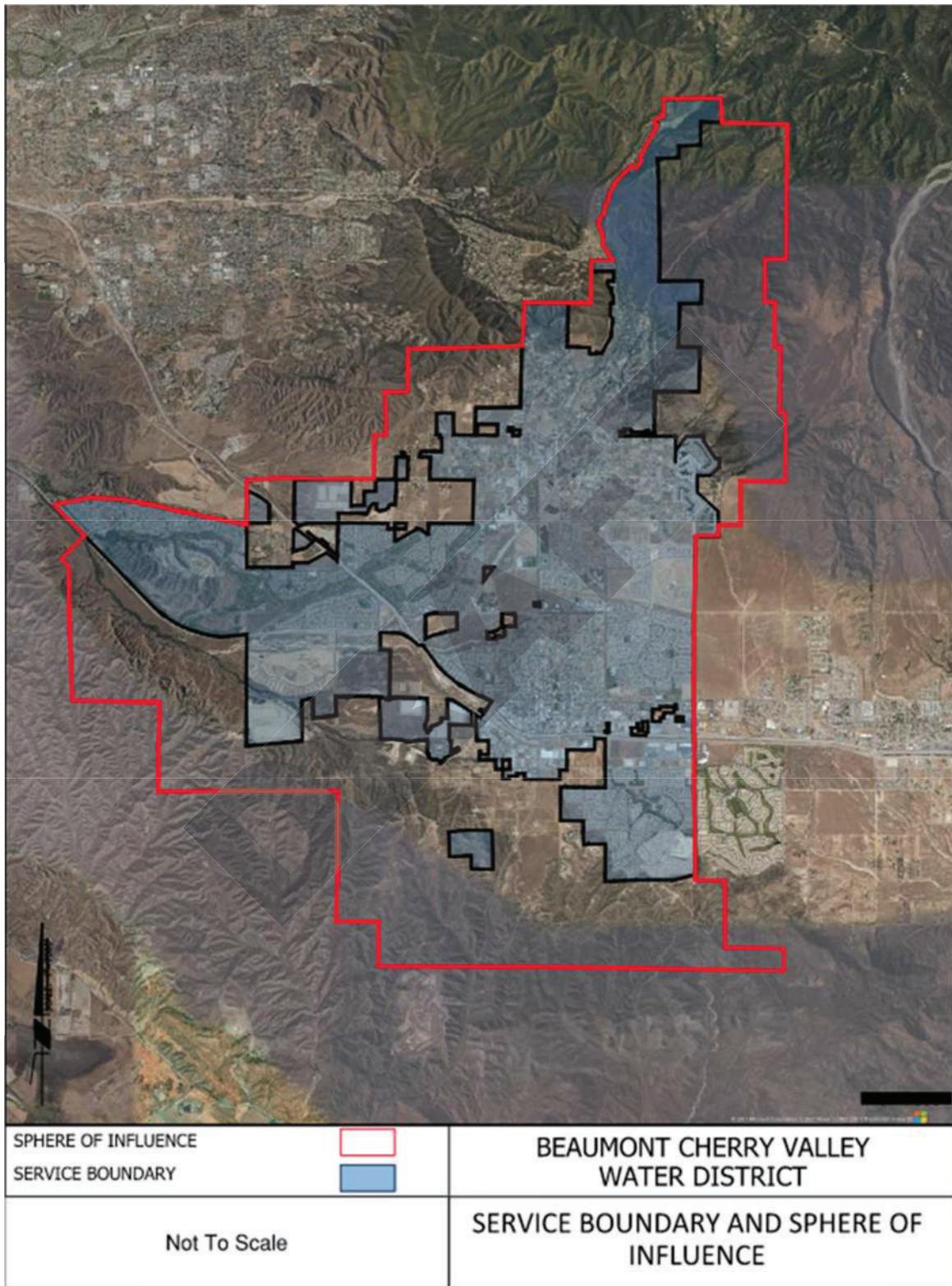
square miles (14.3 sq. mi. are in the City of Beaumont). This SOI was established by the Riverside and San Bernardino County Local Agency Formation Commissions (LAFCOs). SOIs are established as a planning tool and help establish agency boundaries and avoid problems in service, unnecessary duplication of costs, and inefficiencies associated with overlapping service.

BCVWD's SOI is bounded on the west and north by the Yucaipa Valley Water District (YVWD) and on the east by the City of Banning. The northerly boundary of Eastern Municipal Water District (EMWD) is BCVWD's southerly SOI boundary. BCVWD's SOI in Little San Geronio Canyon follows Oak Glen Road. The area west of Oak Glen Road is within YVWD's SOI, and the area east of Oak Glen Road is within BCVWD's SOI.

The service area ranges in elevation from 2,300 feet above mean sea level in Fairway Canyon area of Beaumont on the southwestern boundary, to 2,900 feet in Cherry Valley, and to over 4,000 feet in the upper reaches of the SOI.

The area serves primarily as a "bedroom" community for the Riverside/San Bernardino Area and the communities east of Los Angeles County along the I-10 corridor.

**Figure 3**  
**BCVWD Boundary and Sphere of Influence**



### 5.1. Overview of BCVWD's Water System and Operation

BCVWD owns and operates both a potable and non-potable water distribution system. BCVWD provides water and irrigation water to users through the potable water system. BCVWD provides non-potable water for landscape irrigation of parks, playgrounds, school yards, street medians and common areas through its non-potable (recycled) water system.

Table 5-1 presents BCVWD 2023 potable and non-potable water connections and pumping amounts. The number of connections was 5,600 in year 2000, before the housing boom that encompassed Western Riverside County and particularly Beaumont.

**Table 5-1 – BCVWD Potable and Non-potable Water Connections and Deliveries  
2023**

	Potable Water	Non-Potable Water	Total
Number of Connections <sup>(a)</sup>	21,117	425	21,542
Average Annual, MGD <sup>(b)</sup>	10.4	1.1	11.5
Maximum Day, MGD <sup>(b)</sup>	20.3	4.1	N/A
Total Demand, AF <sup>(c)</sup>	9,807	1,604	11,411

Notes:

- (a) Taken from Actual BCVWD Consumption Data.
- (b) Taken from Actual BCVWD Production Data.
- (c) The Total Demand shown does not include system losses.

### 5.2. Potable Water System

BCVWD's potable water system is supplied by wells in Little San Geronio Creek (Edgar Canyon) and the Beaumont Basin (sometimes called the Beaumont Storage Unit or the Beaumont Management Zone). The District has a total of 24 wells (1 well is a standby). One of the wells, Well 26, can pump into either the potable water or the non-potable water system. Currently, it is pumping into the non-potable water system.

The Beaumont Basin is adjudicated and managed by the Beaumont Basin Watermaster. BCVWD augments its groundwater supply with imported State Project Water from the SGPWA which is recharged at BCVWD's recharge facility at the intersection of Brookside Avenue and Beaumont Avenue. The Beaumont Basin Adjudication requires that the extracted amount of water from the Basin must be replaced.

Wells in Edgar Canyon have limited yield, particularly in dry years, and take water from shallow alluvial and fractured bedrock aquifers. Wells in the Beaumont Basin are large capacity and pump from deep aquifers – some as deep as 1,500 ft below the ground surface. The Edgar Canyon

wells are very inexpensive to operate and are the preferred source due to there being no replenishment requirement like the Beaumont Basin; however, those wells are not able to meet the current average day demand. The Edgar Canyon wells pump to a gravity transmission main that extends the full length of the District-owned properties in Edgar Canyon. The transmission main connects to the distribution system in Cherry Valley. Water from the Edgar Canyon Wells, which is not used in the developed areas adjacent to Edgar Canyon or Cherry Valley, is transferred to lower pressure zones serving the City of Beaumont. The Edgar Canyon Wells provide about 15 to 20 percent of the total annual supply; the rest is pumped from wells in the Beaumont Basin supplemented by recharged imported water.

BCVWD has two active stream diversion locations within Little San Geronio Creek (Edgar Canyon) that are in the State Water Resources Control Board, Division of Water Rights database (S014351, S014352). The diversions have pre-1914 recorded water rights amounting to 3,000 miner's inch hours (MIH) or approximately 45,000 AFY of right for diversion of water for domestic and irrigation uses. These date back to the early history of the District. However, the District has never had a demand that requires such large quantities of water supply; and the watersheds may not be capable of supplying such quantities during an average year. At the present time, the District currently diverts streamflow in Edgar Canyon to a series of percolation ponds which recharge the shallow wells in Edgar Canyon. This water is then extracted for domestic purposes.

BCVWD's total well capacity (Edgar Canyon and Beaumont Basin) is about 27.5 mgd with the largest well out of service, which is greater than the current 20.3 mgd maximum day demand. The District has 11 pressure zones and 14 reservoirs (tanks) ranging in size from 0.5 MG to 5 MG. Total storage is approximately 22 MG –just over two average days or one maximum day. The reservoirs provide gravity supply to their respective pressure zones. The BCVWD's potable system is constructed such that any higher zone reservoir can supply water on an emergency basis to any lower zone reservoir. There are booster pumps in the system to pump water up from a lower pressure zone to a higher pressure zone also.

The transmission system in the main pressure zones is comprised of 24-in diameter pipelines (there are some 30-in diameter pipelines at some reservoirs). The bulk of the transmission system is ductile iron pipe with cement mortar lining and was installed in the last 10 to 15 years. There are a number of small distribution lines (4-in and smaller) that are gradually being replaced over time with minimum 8-in diameter ductile iron pipe. All developments, since the early 1980s, have installed mortar lined, ductile iron pipe. The distribution system is capable of providing over 4,000 gallons per minute (gpm) fire flow in the industrial/commercial areas of the service area.

### **5.3. Imported Water and Recharge Facilities**

Around 2001, BCVWD began investigating an 80-acre site on the east side of Beaumont Avenue between Brookside Avenue and Cherry Valley Boulevard as a location for a facility to recharge captured storm flow and imported water. After extensive hydrogeologic investigations, including pilot testing, the District eventually purchased the site (known as the Oda Property) and developed Phase 1 of the recharge facility on the westerly half of the site. The Phase 1 facilities were completed and went online in late summer 2006. Phase 2 of the recharge facility was completed in 2014. The 80-acre site has excellent recharge capabilities with long-term percolation rates around 7 to 10 acre-ft/acre/day, with proper maintenance.

The District completed construction of a 24-in pipeline from the SGPWA turnout on East Branch Extension (EBX) of the State Water Project to the District's recharge facilities in 2006. A metering station was installed at the turnout at Noble Creek and Vineland Avenue and BCVWD began taking imported water deliveries from SGPWA for recharge in September of 2006. In 2019, the EBX facility was expanded to allow for additional imported water capacity. Since its operation in 2006 through the end of 2023, nearly 131,136 acre-ft (about 42.7 billion gallons) of imported water have been recharged. As of the end of 2023, BCVWD has 32,884 acre-ft "banked" in the Beaumont Basin; this is more than a two-year supply. From 2020 to 2022, the region experienced a severe drought which required the District to extract supplies from its storage account. Due to an abundance of rainfall and snowfall in 2023, the District had the opportunity to recharge water supplies in the Beaumont Basin. As of the end of 2023, BCVWD has 32,884 acre-feet in its storage account.

The District also recently worked with Riverside County Flood Control and Water Conservation District to complete the construction of the MDP Line 16 Project, which will allow the District to capture and recharge stormwater at the Phase 2 recharge facilities. The expected volume of stormwater able to be recharged is approximately 250 AFY. Construction is expected to be completed in 2024.

### **5.4. Non-potable (Recycled) Water System**

Currently, BCVWD has over 40 miles of non-potable water transmission and distribution pipelines (6-in and larger) in-place. This construction has been ongoing since about 2002. A 24-in diameter ductile iron pipeline forms a loop around the City of Beaumont. The system includes a 2 million gallon recycled (non-potable) water reservoir which provides gravity storage and pressurization for the system. The 2 MG non-potable water reservoir is configured to receive potable water or untreated State Project Water (SPW) through air gap connections. The non-potable water system

can have a blend of recycled water, imported water, non-potable groundwater, and potable water. The 2 MG reservoir is located at the District's groundwater recharge facility at Beaumont Avenue between Brookside Avenue and Cherry Valley Boulevard. There are about 350 existing irrigation connections to the recycled water system receiving about 1,600 acre-ft of water based on 2023 water meter records (in 2022, the non-potable water demand was 1,750 acre-ft). The effects of increased development in the District's service area impacted the non-potable system, also.

A large part of the non-potable water system is currently supplied from Well 26 and supplemented with potable water which is introduced into the 2 MG non-potable water tank through an air gap connection. The non-potable water system in the Tournament Hills and Fairway Canyon area is currently supplied with potable water through temporary interconnections between the potable and non-potable water system.

BCVWD is currently working with the City of Beaumont to secure recycled water for use in the non-potable water system. The City recently completed the expansion and upgrade of its existing wastewater treatment facility to bring it to 6 MGD capacity and will be installing a new membrane bioreactor (MBR) treatment unit followed by reverse osmosis membrane treatment. A brine line from the treatment plant to the Inland Empire Brine Line (IEBL) in San Bernardino was constructed in 2020. Upon the availability of recycled water from the City, the non-potable system will be completely severed from the potable system.

A memorandum of understanding between BCVWD and the City for recycled water purchase and use was signed in July 2019 and the City and BCVWD are in the process of finalizing an agreement for purchase of recycled water through an ad-hoc committee consisting of City Council members and BCVWD Board Members.

The Regional Water Quality Control Board (RWQCB) has ordered the City to be in compliance with the maximum benefit provisions, which include providing recycled water for beneficial use, by November 30, 2020. Construction completion has been delayed due to wet weather and the Covid-19 virus shutdown.

When the demand for recycled water for landscape irrigation is less than the supply available (winter months), BCVWD may ultimately recharge surplus recycled water at BCVWD's groundwater recharge facility or some alternative facility with appropriate treatment and permits. Recycled water use and recharge is permitted by the Beaumont Basin Adjudication.

## **6. Updated Water Demands in San Geronio Pass Area**

In 2018, BCVWD developed a series of White Papers (White Papers No. 1 through 7) that evaluated water supply, water demands, current and future water supply costs, funding requirements and funding strategies considering both BCVWD's service area and the SGPWA as a whole. These White Papers were presented at BCVWD Board Meetings and elsewhere. The purpose of the White Papers was to assess the water supply situation vis-à-vis the growth in demand. The results of this series of White Papers indicated that the regional imported water demands in BCVWD's 2020 UWMP and the SGPWA 2020 UWMP may be overstated, primarily because of over-aggressive growth in demand, and limited consideration of recent state-mandated conservation and indoor water use requirements.

### **6.1. Regional Water Supply and Demand Spreadsheet Models**

BCVWD, in cooperation with the other major retailers, developed a Regional Water Demand Spreadsheet or Workbook which included a separate worksheet for each of the three major retailers in the SGPWA service area: BCVWD, City of Banning, and Yucaipa Valley Water District (YVWD)/City of Calimesa. The other water supply agencies, e.g., Cabazon Water District, High Valleys Water District, etc. that are not currently receiving imported water from SGPWA were also included, based on data in SGPWA's 2020 UWMP.

The spreadsheet model allows the water agency to input (and adjust):

- New EDU Water Demand, AFY/EDU
- Existing EDU Water Demand, AFY/EDU
- Infill EDUs/year
- Commercial & Institutional EDUs/yr, %Residential EDUs
- Commercial & Institutional EDUs, Minimum EDUs/yr
- Water Conservation, % Reduction on Existing Demands
- Water Conservation, % Reduction on New Demands
- 2020 Year Ending Potable Water Demand, AF
- Beaumont Basin Groundwater Storage Account Maximum, AF
- Beaumont Basin Groundwater Storage Account 2023 Ending Balance, AF

The demand worksheets included the major development projects in each of the retailer's service

areas, based on data in specific plans, water supply assessments, regional water resource planning studies, and other sources. The spreadsheets allow the water supply agencies to input their own development rates, on a year by year basis, to adjust anticipated housing startups, build-out years for large developments, and the amount of in-fill development and commercial/institution development; adjust unit water demands for new and existing housing, and account for any anticipated conservation for new and existing demands, among other items. Each water supplier could adjust their imported water banking requirements and evaluate the impact of their strategies on their own Beaumont Basin storage accounts over time. Table 6-1, below, displays the water supply demands for the different SGPWA service areas.

**Table 6-1: Projected Total Water Supply for SGPWA Region through 2045 (AFY)**

Service Area Water Supply to Meet Demands	2025	2030	2035	2040	2045
City of Banning	9,473	10,198	10,853	11,565	12,278
Beaumont Cherry Valley	14,963	16,160	17,515	18,710	19,693
Yucaipa Valley WD (Riverside Portion)	1,509	1,841	2,174	2,507	2,839
South Mesa WC (Riverside Portion)	1,032	1,084	1,138	1,196	1,196
High Valley WD					
Cabazon County WD					
Mission Springs (SGPWA area)	3,400	3,600	3,900	4,100	4,300
Other SGPWA service area not served by named retailers					
<b>Total SGPWA Boundary Supply to meet Demands</b>	<b>30,400</b>	<b>32,900</b>	<b>35,600</b>	<b>38,100</b>	<b>40,300</b>

Note:

1. Taken from Table 3-16 in the SGPWA 2020 UWMP
2. The supply totals necessary to meet demands shown in the table above are rounded to the nearest 100.

The spreadsheet provides a graph of the agency's annual groundwater storage account balance which is automatically updated with any input change. The purpose is to allow the agencies to model, on a year by year basis, various imported water purchase and banking strategies vis-à-vis available imported water from SGPWA. Adjustments can be made to water demands using conservation factors on new and existing (older) housing units; water supply sources can include groundwater, recharged recycled water (indirect potable reuse), and captured storm water.

Beaumont Basin Watermaster's redistribution of unused overlie rights and forbearance water are included in the model.

The worksheets were reviewed by the retail water agency managers for reasonableness of growth taking into account the housing market and absorption capacity of the SGPWA service area. These spreadsheets, and their criteria are described in detail in White Paper No. 6, and summarized below:

Separate spreadsheet models have been developed for:

- BCVWD
- City of Banning, including Banning Heights Mutual Water Company, High Valleys Water District
- YVWD (Summerwind Ranch and Mesa Verde Area)
- All combined

#### 6.1.1 City of Banning

Major development projects in the City of Banning which are included in the Regional Spreadsheet Model are shown in Table 6-2.

**Table 6-2 – Major Development Projects in City of Banning**

Project Name	Project EDU's	Estimated Start-up Year	Build-out Years
Butterfield Ranch (Atwell)	4,862	2020	30
Rancho San Gorgonio	3,385	2019	18

The data in Table 6-2 is taken from the water supply spreadsheets; these and other projects have been delayed. As a result, the water supply spreadsheets most likely overestimate the near-term water demands.

Butterfield Ranch (Atwell by Pardee) was projected to start in 2015 and extend for 30 years to buildout in 2045 per the Project's Water Supply Assessment (WSA). The project recently started grading operations and currently is selling homes to be occupied in 2020. Butterfield Ranch proposes 4,862 EDUs, calculating to an average of 160 EDUs per year over the 30-year build-out period. Rancho San Gorgonio is planned for 3,385 EDUs and was initially projected to start in 2017 and be fully built out by 2034 (17 years) per the Project's WSA (about 200 EDUs per year average over the build-out period).

The City of Banning has firm groundwater supplies from the Banning Storage Unit, Banning Bench Storage Unit, Cabazon Storage Unit, and Banning Canyon Storage Unit totaling 7,017 AFY<sup>4</sup>.

In addition, in accordance with the Adjudication, the City of Banning is entitled to 31.43% of the unused overlie pumping rights in the Beaumont Storage Unit. Watermaster developed estimates for years 2023 through 2028 and are included in the spreadsheet. The amount of unused pumping

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<sup>4</sup> Table 3.4 in Banning 2020 UWMP.

rights varies from year to year, depending on hydrologic conditions and other factors, and is evaluated by Watermaster annually. The Draft 2023 Annual Watermaster Report indicates that Banning's reallocated unused overlier pumping amount for 2023 is 1,408 AFY, slightly less than that reported in the City's 2020 UWMP. As some of the overlying parties develop their properties, the overlier rights will be used by the potable water and recycled water supplying agency and will no longer be available for reallocation. As a result, the total amount subject to reallocation will decrease over time.

The City of Banning has 47,651 AF banked in their Beaumont Basin Storage account at the end of 2023 per Watermaster. For the period 2008 through 2023, the City of Banning has recharged an average of 936 AFY of SPW in BCVWD's recharge facility. The City can store up to 80,000 AF.

Table 6-3 presents a summary on the Supply-Demand Spreadsheet Model for the City of Banning. Table 6-3 was based on the following criteria:

- Average consumption rate of last 10 years: 234 gallons per capita per day
- Consumption Rate in 2001: 363 gpcd
- Consumption Rate in 2020: 247 gpcd
- Approximate "passive" savings over past 20 years: 6 gpcd per year

This was reviewed by the City of Banning. Table 6-3 indicates that the City of Banning has adequate local supply until 2045.

**Table 6-3 – Summary of Spreadsheet Supply-Demand Model for City of Banning (AF)**

Demand or Supply	Year				
	2025	2030	2035	2040	2045
<b>Population</b>					
Water Service Area Population	38,180	45,235	52,290	59,345	66,400
Consumption Rate (GPCD)	222	211	201	191	181
<b>Supply</b>					
Groundwater Pumped (Total)	8,508	8,574	8,595	8,542	8,476
Pumped from Beaumont Basin Storage Account	999	2,126	3,156	4,128	4,991
<b>Total Anticipated Use of Supplies</b>	<b>9,507</b>	<b>10,700</b>	<b>11,751</b>	<b>12,670</b>	<b>13,467</b>
Total Available Supply, AFY	56,358	52,388	44,066	33,124	21,098
<b>Demand</b>					
<b>Total Estimated Demand</b>	<b>9,507</b>	<b>10,701</b>	<b>11,751</b>	<b>12,670</b>	<b>13,467</b>
<b>Supply/Demand Comparison</b>					
Supply-Demand (Difference)	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	46,851	41,687	32,315	20,454	7,631

Note:

(1) Taken from City of Banning 2020 UWMP Table 7.1

### 6.1.2 YVWD/City of Calimesa

To develop the spreadsheet for YVWD, several references were reviewed for YVWD's water supply and projected demands within their service area lying within the SGPWA boundaries:

- 2020 SGPWA UWMP
- 2020 Integrated Regional Urban Water Management Plan Part 2 – Chapter 11

Water supply sources for these projects are:

- Reallocated unused overlie pumping rights in the Beaumont Basin
- Oak Valley Partners' earmarked transfer right
- Banked groundwater from storage
- Imported Water from SGPWA
- Treated potable water from the YVWD's Regional Water Treatment Plant

In accordance with the Adjudication, YVWD's share (13.58%) of the reallocated unused overlie pumping right was determined by Watermaster for 2023 through 2028 and reported in the 2023 Draft Watermaster annual report. To project the amount available under more long-term conditions, BCVWD made an evaluation of a fully developed condition of the developable overlie parcels as shown on the worksheet in the spreadsheet.

YVWD calculates water use projections by calculating actual 2020 water use and projecting planned development projects estimates to extrapolate annual projections to 2045. For the 2020 YVWD UWMP, water use projections also considered codes, ordinances and land use plans in order to refine the estimates.

YVWD has groundwater banked in the Beaumont Basin; at the end of 2023, per Watermaster, the amount in storage was 16,855.30 AF. YVWD has a 50,000 AF storage account.

Table 6-4 presents a summary on the Supply-Demand Spreadsheet Model for YVWD in the SGPWA service area, i.e., principally the City of Calimesa. Table 6-4 indicates that YVWD, in SGPWA service area has sufficient local supply to meet demands until 2045.

**Table 6-4 - Summary of Spreadsheet Supply-Demand Model for YVWD (City of Calimesa)**

Demand or Supply	Year				
	2025	2030	2035	2040	2045
Total Supplies (AF)	59,180	65,400	72,700	78,950	85,300
Total Demand (AF)	16,288	15,826	15,430	15,072	14,746
Difference (AF)	42,892	49,574	57,270	63,879	70,554

Note:

(1) Taken from YVWD 2020 UWMP Table 11-28

### 6.1.3 BCVWD

#### 6.1.3.1 City of Beaumont – Cherry Valley Growth and Development

Historic and current populations for the District's service area were extracted from the District's 2020 UWMP are presented in Table 6-5 (Table 3-4 from the BCVWD 2020 UWMP) as the District is still awaiting the results of the 2020 census. There were some adjustments to account for the latest census data. The data in Table 6-5 came from several sources:

- 1980 and 1990 populations and household information – U.S. Census Bureau, 2000 Census of Population and Housing, Population and Housing Unit Counts, PHC-3-6, California,

Washington D.C., 2003. This data was used for the City of Beaumont. Data for Cherry Valley for this period was estimated.

- 2000, and 2010, 2015, and 2019 population and household information – U.S. Census Bureau American Fact Finder for Beaumont, CA and Cherry Valley CDP5, CA.
- 2020 Population- Estimated for Cherry Valley based on historic growth from 2018. Estimate for the City of Beaumont based on housing completions from City Planning Department, Major Project Status for period 2010 through 20196, and District staff discussions with various developers regarding construction progress for major projects in the District's service area (ongoing projects discussed herein).

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<sup>5</sup> CDP = Census-designated place

<sup>6</sup> City of Beaumont Major Project Status Table and Map, December 16, 2019.

**Table 6-5: Historical Population and Housing**

	1980	1990	2000	2005	2010	2015	2020
<b>City of Beaumont</b>							
Population	6,818	9,685	11,384	19,105	36,877	43,370	51,647
Households	2,852	3,718	3,881	6,307	11,801	12,759	
People/Household	2.39	2.60	2.93	3.03	3.12	3.18	
Housing Units			4,258	6,949	12,908	13,563	
Occupied Housing Units			3,881	6,307	11,801	12,759	
<b>Cherry Valley</b>							
Population	5,012	5,945	5,891	6,126	6,362	6,595	7,610
Households	2,023	2,530	2,310	2,416	2,612	2,692	
People/Household	2.48	2.35	2.55	2.54	2.44	2.45	
Housing Units			2,627	2,750	2,874	2,903	
Occupied Housing Units			2,434	2,523	2,612	2,692	
<b>Total</b>							
Population	11,830	15,630	17,275	25,231	43,239	49,965	59,258
Households	4,875	6,248	6,191	8,723	14,413	15,451	
People/Household	2.43	2.5	2.79	2.89	3.00	3.23	
Housing Units			6,885	9,699	15,782	16,466	
Occupied Housing Units			6,315	8,830	14,413	15,451	

**Notes**

(1) Taken from Table 3-4 in the 2020 BCVWD UWMP.

Figure 4 shows the population growth in the City of Beaumont and Cherry Valley from 1980 to 2020. The population after 2015 was estimated as described for Table 6-5.

The data in Table 6-5 and Figure 4 shows a very rapid growth for the City of Beaumont between the years 2000 to 2020. Nearly 2/3 of this growth occurred between 2000 and 2010 based on building permits issued by the City of Beaumont. The high rate of growth decreased after 2010 following the economic turndown in the U.S. and California in 2008 which continued for several years. The rate of growth in the District's service area has increased again after 2015 after the start of the economic recovery. The population in Cherry Valley remained relatively constant since 1990. The community of Cherry Valley did not experience the same growth spurt that occurred in the City of Beaumont and other areas in Western Riverside County.

**Figure 4: Historical Population Growth in District**

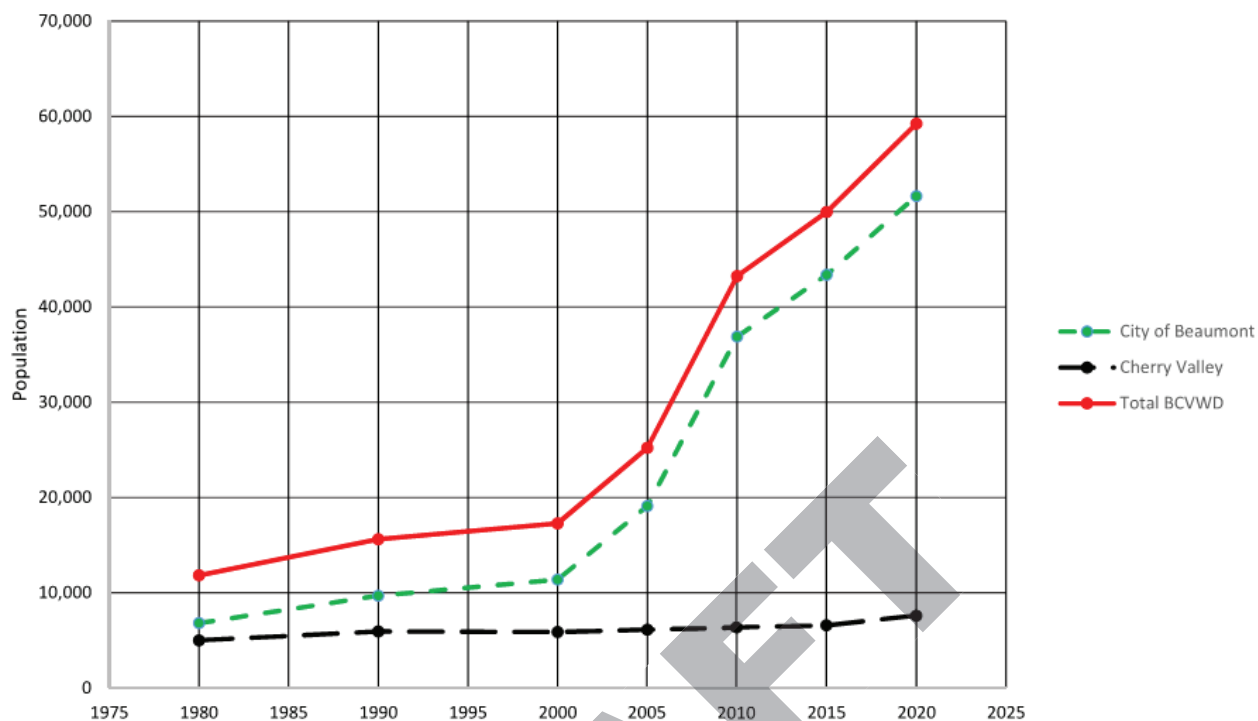
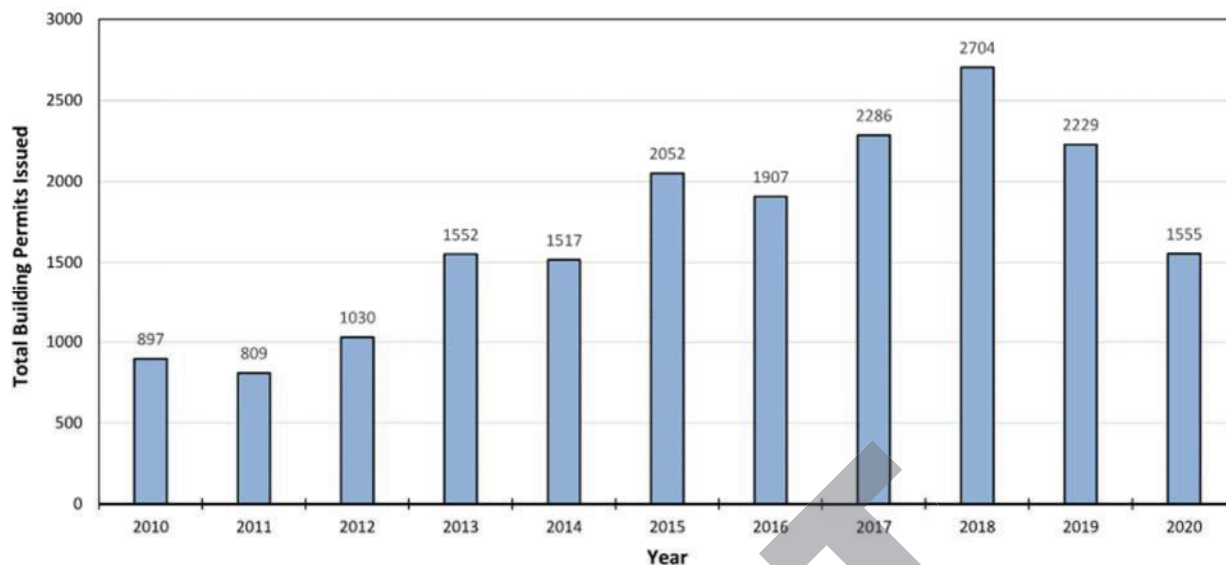


Figure 5 shows the number of single-family home building permits issued in the City of Beaumont for the year 2010 through 2019 (February 2020). BCVWD projects that approximately 500 single family home building permits were issued in 2020. Although not shown in Figure 5, the permits started picking up in 1999-2000 and reached their peak in 2005 with nearly 2,300 new home permits issued for that year. The number of permits for new homes declined to a low of 169 in 2011. Over the last 10 years (2011-2020), permit averaged 450 per year; over the last 5 years (2016-2020), permits averaged 541 per year. The 20-year average has been 693 per year. Future growth will likely be in the range of 350 to 650 permits per year, although some developers have projected slightly higher amounts in their build-out forecasts.

**Figure 5: Growth in Beaumont as Shown by Single Family Home Building Permits**



BCVWD uses Equivalent Dwelling Units (EDUs) to project water demands, water supply needs, and estimated population growth in the service area. Review of the City of Beaumont's Major Project Status Report listed five (5) projects that were currently under development (on-going construction). These are listed in Table 6-6 below. It appears there are about 3,155 EDUs in the current on-going projects yet to be constructed as of February 2021. It is important to note that the 14201 California Avenue project was not included in the City of Beaumont's Project Status Report or General Plan at the time the District's UWMP was written.

Table 6-7 presents a list of other projects in various stages of approval for the City of Beaumont. The total number EDUs is estimated to about 9,200.

**Table 6-6: Projects within BCVWD Service Area Under Construction**

Development Name	Total Anticipated EDU's	Estimated Housing Units Yet to be Constructed (Feb. 2021) <sup>16</sup>	Estimated Build-out Year
Sundance	4,450	808	2027
Fairway Canyon SCPGA	3,300	1,650	2035
Olivewood (Heartland)	981	697	2030
Hidden Canyon Industrial Park (Beaumont Distribution Center)	Industrial	-	2021
Sundance Corporate Center	Commercial	-	2021
<b>Totals</b>	<b>8,731</b>	<b>3,155</b>	

Note:

1. Taken from Table 3-6 in the BCVWD 2020 UWMP

The housing units yet to be constructed in Table 6-6 plus the EDUs in the other projects in Table 6-7 total about 12,400 EDUs in the City of Beaumont. This would result in an increase in population of about 35,000 people based on 3.28 people per EDU (average density for the City of Beaumont). This would bring the total Beaumont population to about 95,000. Based on the estimated build-out year for each project in Table 6-7, this population would not occur until after 2045.

**Table 6-7: Other Projects within BCVWD Service Area or Sphere of Influence**

Development Name	Total Probable EDU's	Estimated Build-out Year	Status (April 2021)
Beaumont Industrial Park (Industrial) <sup>1,2</sup>	70	2040	
Beaumont Downtown District	900	Unknown	
Beaumont Village (Mixed Use) <sup>1,2</sup>	2350	Unknown	
Beaumont Pointe (Jack Rabbit Trail – Commercial/Industrial) <sup>1</sup>	221	2027	
CJ Foods (Industrial)	225	2023	Incremental EDU increase per year, beginning 2018 and ending in 2023
Dowling Orchard (Industrial) <sup>1,2</sup>	50	Unknown	
Potrero Logistics (Hidden Canyon II) <sup>1,2</sup>	59	2031	
I-10 & Oak Valley Parkway (Commercial) <sup>1</sup>	200	2035	
Kirkwood Ranch	391	2040	Specific Plan (1991), Tent. Tract Map 27357 Approved
Loma Linda/BUSD (Commercial/Industrial) <sup>1,2</sup>	100	2040	
MCM Chicken Ranch (Industrial) <sup>1,2</sup>	50	2045	
Noble Creek Vistas (Tract 29522)	298	Unknown	
Noble Creek Meadows (Tract 29267)	274	2025	
Oak Creek Village*(Commercial) <sup>1,2</sup>	100	Unknown	
Oak Valley Parkway/Oak View Drive (Commercial) <sup>1,2</sup>	75	Unknown	
Olivewood (Commercial) <sup>1,2</sup>	40	2035	
Potrero Creek Estates <sup>1,2</sup>	700	Unknown	Specific Plan (1989)
Riedman Properties (Merlin Properties)	140	2035	

Note:

1. Taken from Table 3-7 in the BCVWD 2020 UWMP

**Table 6-7 Cont.: Other Projects within BCVWD Service Area or Sphere of Influence**

Development Name	Total Probable EDU's	Estimated Build-out Year	Status (April 2021)
SDC Fairway Canyon Commercial <sup>1,2</sup>	75	Unknown	
Sunny Cal Egg Ranch	529	2040	
Taurek	244	Unknown	
Legacy Highlands (Residential, Commercial, Industrial) <sup>2</sup>	2,542	Unknown	
Tournament Hills Phase 3, (TM 36307)	284	2028	Tract 36307, Amendment to Oak Valley Specific Plan Approved
Oak Valley Towncenter (NW Corner Beaumont Avenue & Oak Valley Parkway)	60	2030	
Manzanita (Tract 32850)	95	2035	
Xenia Apartments <sup>3</sup>	100	2029	
<b>Totals</b>	<b>9,272</b>		

(1) Commercial/Industrial "EDUs" determined based on 0.546 AFY/EDU, or approximately 487 gal/EDU/day.

(2) District staff estimated EDUs due to project not fully entitled.

Note:

1. Taken from Table 3-7 in the BCVWD 2020 UWMP.

**Table 6-8: Summary of New EDUs in BCVWD Service Area**

	Cumulative New EDUs					
	2020	2025	2030	2035	2040	2045
<b>Beaumont</b>	1947	4026	6293	8732	10693	12502
<b>Cherry Valley</b>	14	40	97	158	228	262
<b>Total</b>	1961	4066	6390	8889	10922	12764
<b>Average New EDUs/year</b>	654	421	465	500	406	368

Note:

1. Taken from Table 3-8 in the BCVWD 2020 UWMP

Based on the past history of building permits in the City of Beaumont, presented previously in Figure 5, an average of 470 EDUs per year for the period 2020 through 2045 shown in Table 6-8 is believed to be a reasonable market assimilation rate for the area. Table 6-9 shows the growth in population for Beaumont, Cherry Valley and BCVWD, as a whole, based on the anticipated EDU growth shown in Table 6-8.

**Table 6-9: Current and Projected Population in BCVWD Service Area**

	Based on Expected EDU Growth in Table 3-8					
	2020	2025	2030	2035	2040	2045
<b>Beaumont</b>	51,647	58,467	65,901	73,901	80,335	86,266
<b>Cherry Valley</b>	7,610	7,682	7,838	8,005	8,197	8,290
<b>Total</b>	59,258	66,149	73,739	81,906	88,532	94,556

Note:

1. Taken from Table 3-9 in the BCVWD 2020 UWMP

The growth in EDUs in Table 6-9 was the basis for projecting the water demand in the 2020 UWMP and is presented in future sections of this WSA addendum.

The BCVWD service area build-out or “saturation” population was determined using the City of Beaumont’s Zoning Map and Table 3.2a from the City’s General Plan (2020) to determine the total areas of the various zoning categories in the District’s SOI. Actual GIS data was obtained from the City and integrated into the District’s GIS system to determine the land uses within the District’s SOI. The zoning designation includes a range of dwelling units/acre. Table 3.2 from the City’s General Plan Update includes the estimated number of residential units per land use category.

A similar approach was used for Cherry Valley, only the data from Riverside County General Plan, Pass Area Land Use Plan was used<sup>7</sup>. Again, the GIS data set was obtained from the County and integrated into the District's GIS system to determine the land use category areas within the District's SOI.

BCVWD believes the build-out population for the SOI will increase from that presented in the 2015 UWMP, but the increase is yet to be determined. Build-out will not occur until sometime after 2045. Build-out population is valuable to determine ultimate water demands and ultimate facility requirements.

#### 6.1.3.2 Supply Demand Model for BCVWD

BCVWD's current and future water sources can be summarized in the Table below and as described below. As noted in Table 6-14 of this document, the total BCVWD demand is less than the total available supply showing BCVWD will have sufficient water supplies for the Project under normal operating conditions.

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<sup>7</sup> The Pass Area Land Use Plan, December 6, 2016. (Part of the Riverside County General Plan)

**Table 6-10: Current and Future Water Sources Available to BCVWD**

Water Source	Current	Future
Groundwater, Edgar Canyon	•	•
Groundwater stored in the Beaumont Basin	•	•
Imported Water purchased through SGPWA	•	•
Recycled water for landscape irrigation		■
Recycled water for groundwater recharge from the City of Beaumont		Potential
Storm Water Capture and Recharge from Edgar Canyon, Noble Creek and other local watershed		■
Urban Storm Runoff captured in detention and water quality basins		■
Captured, nitrate-contaminated shallow groundwater from Edgar Canyon to supplement non-potable water system		Potential
Singleton Basin groundwater		Potential
San Timoteo Basin groundwater to supplement non-potable water system		■
Joint Projects with Other Agencies with Exchanges		Potential
Sites Reservoir		Potential

• Firm, existing source ■ Firm, future source

Note:

1. Taken from Table 6-1 in the BCVWD 2020 UWMP

BCVWD's source of supply consists of:

- **Edgar Canyon (Little San Gorgonio Creek) Groundwater** – BCVWD has long-term records on pumping. From 1957 to 2020, a period of 64 years, the average production from the Edgar Canyon Wells is 1,881 AFY. However, prior to 1983, the ability to utilize the water pumped from Edgar Canyon was limited due to a lack of sufficient conveyance capacity to deliver water from Edgar Canyon to Cherry Valley and Beaumont. In 1983, the District installed the 14-in Edgar Canyon Transmission Main which enabled larger quantities of water to be conveyed from Edgar Canyon to Cherry Valley and Beaumont. From 1983 to 2020, a period of 38 years, the average amount pumped was 2,073 AFY. This is far more indicative of Edgar Canyon's ability to produce water. As shown in Table

6-7 in the BCVWD 2020 UWMP the Edgar Canyon Wells produced about 10% of the District's annual demand (potable and non-potable) in 2020.

- **Beaumont Basin**

- **Overlier Potable and Non-Potable Water Forbearance** – is credited to a water supplier by Watermaster for any potable and/or recycled water provided to an overlying party or an overlying party's land. The overlier forbears pumping the equivalent amount of water supplied and the appropriator then has the right to pump the volume of water forgone by the overlier. This is done through the Beaumont Basin Watermaster who transfers forgone water to the appropriator's groundwater storage account on an annual basis.
- **Reallocated Unused Overlier Pumping Rights** – All of the "safe yield" from the Beaumont Basin is allocated to the overlying parties (overliers). Each overlier was given a share of the safe yield and was allowed to pump no more than five times that share in any five-year period. Most, if not all, of the overlies do not pump their entire share of the safe yield. The amount of groundwater not produced by an overlying party shall be available for allocation to appropriators in accordance with their percentage shares of unused safe yield stated in the Adjudication Exhibit C<sup>8</sup>. BCVWD's share is 42.51% of the unused overlier pumping rights. The Beaumont Basin Watermaster administers this reallocation and transfers the appropriate amounts into the appropriators' storage accounts on an annual basis.
- **Return Flow Credits** – Return flow is defined as the portion of water which is applied to the land which is not evaporated or evapo-transpired and which ultimately percolates (returns) to the groundwater table and which can be re-extracted for use. Return flows originate from irrigation of agricultural land and lawns and landscaped areas in rural and urban settings and from deep percolation of septic tank effluent in unsewered areas, e.g., Cherry Valley. In most adjudicated groundwater basins, credit is given to the supplier of water which is used on land overlying the groundwater basin and which percolates back or "returns" to the groundwater. Watermaster provided annual return flow estimates from various land uses in Table 3 of the Safe Yield Report and were used in estimating current and future return flow credits.

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<sup>8</sup> Beaumont Basin Watermaster Rules and Regulations, Article 7.8

- **Storm Water** – Stormwater capture plays a significant role in BCVWD’s local water resources supply development. Diverted stormwater is/will be routed to percolation ponds capable of recharging the groundwater basins. The District currently has stormwater diversion located in the Upper and Middle of Edgar Canyon.
- **Potential Stormwater Capture Projects** – The District has a number of potential stormwater capture projects as summarized in Table 6-11 with their potential estimated stormwater capture flows shown in Table 6-12.

**Table 6-11: Potential Stormwater Capture Projects**

Project	Brief Description
Soft plug in Noble Creek at BCVWD Groundwater Recharge Facility	Large flows which would bypass the spreading basins at the mouth of Edgar Canyon (Figure 6-10 above) could still be captured. Provide “soft plug” in lined portion of Noble Creek channel and divert flows into BCVWD’s recharge facility. (Note that only extreme flows actually make it out of the canyon). Estimated Yield – 500 AFY.
Stormwater Capture Noble Creek	Noble Creek flows could be desilted on property owned by BCVWD (15.7 acres) along Noble Creek upstream of Noble St and west of Cherry Ave. Unfortunately, this area is not over the Beaumont Basin, but the property could be used for desilting basins with the desilted water released back into Noble Cr. and recaptured at a soft plug in the lined channel and diverted into the District’s recharge site. Estimated Yield = 400 AFY.
Marshall Creek s/o Elm to I-10	There is a significant amount of urban runoff from the developed area east of Beaumont Ave, between Oak Valley Parkway and Brookside Ave. which could be captured in the soft bottom of Marshall Creek using training dikes to prevent the water from going under the I-10 bridge. There is about 300 ac of urban drainage. Estimated Yield = 150 AFY.
Beaumont MDP Line 16	Approximately 517 acres of area could be intercepted by a storm drain along Grand Ave. and conveyed to the District’s Recharge facility. This water is relatively free of sediments and runoff is generated with even the slightest amount of rainfall. Refer to Table 6-11 for estimates of stormwater capture.
Sundance Urban Runoff	Eighth St., Cherry Ave., and Starlight Ave. Basins capture runoff from the Sundance development. These basins capture runoff effectively, but percolation needs to be improved. Refer to Table 6-11 for estimates of stormwater capture.

Note:

1. Taken from Table 6-8 in the BCVWD 2020 UWMP.

**Table 6-12: Summary of the Urban Runoff Drainage Areas and Retention Basin Volumes**

Facility	Drainage Area, acres	Basin Volume, acre-ft
Beaumont MDP Line 16	517	90
Cherry Ave Basin	426	240
Eighth St. Basin	475	128
Starlight Basin	250	32

Note:

1. Taken from Table 6-11 in the BCVWD 2020 UWMP.

- **Non-Potable Groundwater**

- **Mouth of Edgar Canyon (Potential)** – High nitrate groundwater located at the mouth of Edgar Canyon can supplement the recycled water/non-potable water system flow in the summer, high demand months, making well water available for potable water use. BCVWD believes as much as 300 AFY can be captured and reused.
- **San Timoteo Creek (Potential)** – San Timoteo Canyon Extraction Wells to capture groundwater from the Beaumont Basin flowing into San Timoteo Canyon and also to capture City of Beaumont wastewater flow discharged to Cooper's Creek once the water has percolated and is no longer available for habitat maintenance. It is estimated that 400 to 800 AFY can be captured and put into the recycled water/non-potable water system to meet summertime demands.

- **Recycled Water** – The District is currently in the process of finalizing its Non-Potable Water Master Plan, which includes more current non-potable system facility requirements and recycled water supply projections. The non-potable/recycled water supply data provided in this WSA addendum are consistent with the District's 2020 UWMP. The non-potable/recycled water supply projections are considered draft as of the date of approval of this Addendum 1. Data from the BCVWD 2020 UWMP is used for consistency.

BCVWD is currently working with the City of Beaumont to distribute Title 22 recycled water produced at the City of Beaumont's Treatment Plant No. 1. Phase 1 of the City's wastewater treatment plant construction has been completed, increasing the rated capacity from 4 MGD to 6 MGD. Process upgrades include redundant coarse screens, a grit removal system, a flow equalization basin, a fine screen system, an activated sludge process coupled with a new MBR system followed by a partial RO, and a new UV disinfection system. The City submitted a Title 22

Recycled Water Engineering Report to the Santa Ana Regional Water Board in September 2019 and is awaiting formal comment. Another component to the treatment facility upgrades is the construction of a 12-inch diameter gravity pipeline from the Beaumont WWTP to the nearest connection point in the Inland Empire Brine Line (IEBL) to dispose of the brine waste generated by the upgraded treatment facility. Construction of the brine line was completed around early 2020 and is approximately 23 miles long.

BCVWD continues to work with the City relative to recycled water. Historically, the City of Beaumont's effluent has experienced TDS concentrations of about 400 mg/L, which is an excess of the Regional Board's Maximum Benefit Water Quality Objectives for the Beaumont Basin. With the implementation of the reverse osmosis system, the recycled water from the City will be treated to a high-level and should have no issue in achieving the Maximum Benefit Water Quality Objectives.

Table 6-13 below lists the estimated recycled water produced, the recycled water that must be reserved for habitat mitigation (1.8 mgd), and the net amount of recycled water available for recycling. Please note that not all the wastewater can be recycled due to onsite recycled water demands and reject water from the reverse osmosis process.

**Table 6-13: Recycled Water Available from City of Beaumont's WWTP**

Year	2020	2025	2030	2035	2040	2045
City of Beaumont Population	51,663	59,261	67,104	74,891	79,522	81,513
Wastewater Generation Flow Rate, gpcd	70	67.5	65	65	62	60
Wastewater Flow, mgd	3.62	4	4.36	4.87	4.93	4.89
Environmental Mitigation Flow, mgd	1.8	1.8	1.8	1.8	1.8	1.8
Wastewater Available for Recycling, mgd	1.82	2.2	2.56	3.07	3.13	3.09
Estimated amount which can be recycled, mgd	1.45	1.8	2.13	2.58	2.64	2.6
Estimated amount which can be recycled, AFY	1,630	2,017	2,381	2,892	2,955	2,915
Estimated amount which can be recycled, AF/month	136	168	198	241	246	243
Estimated amount which can be recycled, gal/min	1,020	1,260	1,480	1,800	1,840	1,810

Notes

1. The City of Beaumont population growth is less aggressive than shown in tables presented in Section 3 of the BCVWD 2020 UWMP to be conservative in the amount of recycled water available.
2. Table taken from Table 6-15 in the BCVWD 2020 UWMP.

- **Imported Water from SGPWA** – The amount of imported water which BCVWD is able to purchase and recharge is only the amount left over after YVWD, the City of Banning, and others have purchased the amount each needs to meet their demands and banking. The amount available from the SGPWA collectively is discussed later in this WSA. BCVWD has entered into an agreement, and participated financially, with the SGPWA for a share of the yield from the Sites Reservoir Project. This is discussed later in this WSA.

For the normal year, there is more than enough supply to meet the demand and BCVWD can bank water in the Beaumont Basin, which will be needed during dry periods. As noted in Table 6-14 below, demand totals include BCVWD's need include banking imported water to ground water storage for drought proofing. Any additional supply available after all demands have been satisfied would be recharged and added to BCVWD's storage account. Due to this Project's demands having not been accounted for in the BCVWD 2020 Urban Water Management Plan, the demands in the table below have been increased to include the demands of the proposed Project (14201 California Avenue) and reflect that there is adequate water supply.

A summary of the Water Supply Assessment for an average year is indicated below in Table 6-14.

**Table 6-14: Water Supply Assessment for Normal Year Conditions**

	YEAR				
	2025	2030	2035	2040	2045
<b>DEMAND</b>					
Potable Water Demand, AFY	13,224	14,280	15,419	16,313	17,110
Drought Proofing, AFY	1,500	1,200	1,000	1,000	1,000
Supplemental Water to Non-Potable System, AFY	276	246	-	-	-
Non-Potable Water Demand, AFY	1,992	2,210	2,513	2,596	2,613
<b>Total Water Demand, AFY</b>	<b>16,992</b>	<b>17,936</b>	<b>18,932</b>	<b>19,909</b>	<b>20,723</b>
<b>LOCAL SUPPLY</b>					
Potable Groundwater					
Edgar Canyon, AFY	2,073	2,073	2,073	2,073	2,073
Beaumont Basin Groundwater Available					
Overlier Potable Forebearance, AFY	-	67	264	384	384
Overlier Non-Potable Forebearance, AFY	471	480	1,123	1,158	1,158
Reallocation of Unused Overlier Rights, AFY	1,322	1,286	1,165	1,099	1,099
Return Flow Credits, AFY	280	514	868	922	1,155
Storm Water, AFY	185	535	535	535	535
Non-Potable Groundwater					
Mouth of Edgar Canyon, AFY	-	-	300	300	300
San Timoteo Creek, AFY	-	-	600	600	600
Recycled Water Available, AFY	2,017	2,381	2,892	2,955	2,915
<b>Subtotal Local Supply, AFY</b>	<b>6,348</b>	<b>7,335</b>	<b>9,820</b>	<b>10,027</b>	<b>10,220</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (58%), AFY	7,877	7,184	6,653	5,860	5,248
Yuba Accord, AFY	182	166	154	135	121
AVEK Nickel, AFY	1,335	1,217	1,127	993	889
Ventura, AFY	4,553	4,153	3,845	3,387	-
SGPWA Carryover Water, AFY	2,368	2,159	2,000	1,761	1,577
Sites Reservoir, AFY	-	-	3,037	5,623	7,911
Additional SWP Transfers/Exchanges, AFY	455	415	385	339	303
<b>Subtotal Imported Supply (Normal Conditions), AFY</b>	<b>16,769</b>	<b>15,295</b>	<b>17,200</b>	<b>18,098</b>	<b>16,050</b>
<b>Total Supply, AFY</b>	<b>23,118</b>	<b>22,631</b>	<b>27,020</b>	<b>28,125</b>	<b>26,270</b>
From (To) Banked Beaumont Basin Storage, AF	(6,126)	(4,695)	(8,089)	(8,216)	(5,547)

Note:

1. Modified Table 7-8 from the BCVWD 2020 UWMP to include Ventura Water
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

## 6.2. Summary of Member Agency Imported Water Demands on SGPWA

Table 6-15 includes a projected amount of imported water for member agencies in SGPWA that are not currently taking SPW. These amounts were taken from SGPWA's 2020 UWMP. BCVWD believes these amounts are conservative considering the growth rates in the SGPWA Area.

**Table 6-15 - Regional Summary of Spreadsheet Supply-Demand Model for SGPWA**

Demand or Supply	Year				
	2025	2030	2035	2040	2045
Potable Water Demand, Banning, YVWD (Calimesa), BCWD Potable & Non-Potable, AFY	39,094	40,600	42,050	43,388	44,473
Local Supply, Banning, YVWD (Calimesa), BCVWD, AFY	26,005	26,094	27,671	26,934	26,203
Imported Water Demand, AFY	19,277	19,262	22,530	24,733	23,880
Total Imported and Local Supply, AFY	45,282	45,356	50,201	51,667	50,083
Total to (from) Regional Groundwater Storage, AF	6,188	4,756	8,151	8,279	5,610
SGPWA Imported Water Demands for those agencies not currently taking imported water, from SGPWA 2020 UWMP, AFY	3,400	3,600	3,900	4,100	4,300
<b>Total Imported Water Demand, AFY</b>	<b>22,677</b>	<b>22,862</b>	<b>26,430</b>	<b>28,833</b>	<b>28,180</b>

Note:

1. Taken data from Tables 6-3, 6-4, and 6-14.

## 7. SGPWA Available Imported Water

In November of 1962, SGPWA entered a State Water Project water service contract (SWP Contract) with the State of California Department of Water Resources (DWR). The SWP Contract authorized DWR to deliver SWP water to SGPWA under certain terms and conditions.

SGPWA also acquires water supplies through contracts with other agencies and annual water transfers and exchanges. SGPWA annually acquires Yuba Accord water as well as water under the Nickel Agreement. SGPWA may also acquire water through an agreement with San Bernardino Valley Municipal Water District (SBVMWD) as well as annual transfers and exchanges with other SWP contractors. In the future, SGPWA will acquire water through the Sites Reservoir Agreement. All these additional supplies, beyond SGPWA's SWP supply, are discussed in the following sections.

SGPWA's delivery of supplemental water includes both delivery to water filtration facilities and groundwater recharge basins to assist with the management of groundwater in the SGPWA service area. Whether by direct delivery, in-lieu recharge, or direct recharge, the SGPWA plays a critical role in the local management of groundwater and surface water resources.

### 7.1. State Water Project Overview

The State Water Project (SWP) is the largest state-built, multi-purpose water project in the country. It was authorized by the California State Legislature in 1959, with the construction of most facilities completed by 1973. Today, the SWP includes 28 dams and reservoirs, 26 pumping and generating plants, and approximately 660 miles of aqueducts.

The primary water source for the SWP is the Feather River, a tributary of the Sacramento River. The water flowing in the Feather River is captured by the SWP in Oroville dam and reservoir.

Water storage released from Oroville Dam flows down natural river channels to the Sacramento-San Joaquin River Delta (Delta). While some SWP supplies are pumped from the northern Delta into the North Bay Aqueduct or diverted by SWP contractors upstream, the vast majority of SWP supplies are pumped from the southern Delta into the 444-mile-long California Aqueduct. The California Aqueduct conveys water along the west side of the San Joaquin Valley to the Edmonston Pumping Plant, where water is pumped over the Tehachapi Mountains. From there the California Aqueduct divides into the East and West Branches. SGPWA takes its SWP deliveries from the East Branch, which was completed in 2003. Phase 2 of the East Branch Extension was completed in 2018 which increased the capacity of the supplemental water supplies and allowed the SGPWA to take the Agency's official maximum allotment of State Project Water.

SGPWA delivers its SWP supplies, along with other water supplies, to recharge local groundwater basins through transmission pipelines and recharge systems as well as some delivery to Yucaipa Valley Water District.

SGPWA is one of 29 water agencies that have a SWP Contract with DWR. Each SWP contractor's SWP Contract contains a "Table A Annual Amounts" (Table A) which lists the contracted maximum amount of water an agency may receive under its contract. Table A is also used in determining each contractor's share of the total SWP water supply DWR determines to be available each year. The total planned annual delivery capability of the SWP and the sum of all contractors' maximum Table A amounts was originally 4.23 million acre-feet. The initial SWP storage and conveyance facilities were designed to meet contractors' water demands with the construction of additional storage facilities planned as demands increased. However, few additional SWP storage facilities have been constructed since the early 1970s and a portion of the original conveyance design was never completed. SWP conveyance facilities were generally designed and have been constructed to deliver Table A to all contractors. The maximum Table A of all SWP contractors now totals about 4.133 million AF. SGPWA manages its SWP supplies to maximize the availability of these supplies to its retail customers. In this way, SGPWA seeks to optimally manage its Table A wet year supplies, acquire additional SWP supplies through Article 21 conditions (SWP surplus conditions), access Advanced Table A supplies, and potentially exchange Table A supplies with other SWP contractors. All of these actions improve the long-term reliability of Table A supplies.

### 7.1.1 **Table A Allocations**

SGPWA's Table A Annual Amount is 17,300 acre-feet per year up through the 2045 UWMP planning horizon. SGPWA's Table A represents a maximum contract amount that could be available each year assuming that the SWP could deliver 100% contract supplies to all SWP contractors. Though not shown on Table 7-1, 2023 was a 100% allocation year. Prior to 2023, the last 100% allocation year occurred in 2006. Currently, the Table A Allocation for 2024 is 40%. SGPWA's SWP Contract has numerous components that allow SGPWA to manage and control the annually available SWP water supplies.

More often than not, actual SWP allocations are less than 100% SGPWA's Table A Annual Amount. Annual SWP percentage Table A allocations fluctuate based upon hydrology, water storage, and regulatory criteria in the Delta. Table 7-1 below shows the SGPWA Table A Annual Amount from 2010 through 2020, the SWP allocation percentage, and the final available Table A allocation from 2010-2020. During this period, the SGPWA received on average 8,335 acre-feet, or about 48% of the Table A contract amount. It is important to recognize that this period included a significant and recent drought event.

**Table 7-1: SWP Table A Allocations and Deliveries**

Year	SWP Contract Table A	Percent Allocation	Allocation Amount
2010	17,300	50%	8,650
2011	17,300	80%	13,840
2012	17,300	65%	11,245
2013	17,300	35%	6,055
2014	17,300	5%	865
2015	17,300	20%	3,460
2016	17,300	60%	10,380
2017	17,300	85%	14,705
2018	17,300	35%	6,055
2019	17,300	75%	12,975
2020	17,300	20%	3,460

Notes

1. Taken from Table 3-1 in the 2020 SGPWA UWMP.

DWR has projected that it is less likely that 100% allocation years will occur on a regular basis in the future. In August 2020, DWR finalized the "2019 SWP Delivery Capability Report" (DCR) that outlined the probable future water supply allocations for the SWP system. The DCR showed

variations in future Table A deliveries based upon hydrological and regulatory conditions. These conditions are summarized in Table 7-2 below along with SGPWA's corresponding Table A amount.

**Table 7-2: SWP Estimated Table A Deliveries from DCR (values in acre-feet)**

	Long Term Average		Single Dry Year (1977)		Dry Periods							
					2 Year Drought (1976-1977)		4-Year Drought (1931-1934)		6-Year Drought (1987-1992)		6 Year Drought (1929-1934)	
2017 Report	2,571	62%	336	8%	1,206	29%	1,397	34%	1,203	29%	1,408	34%
2019 Report	2,414	58%	288	7%	1,311	32%	1,228	30%	1,058	26%	1,158	28%

Notes

1. Taken from Table 3-2 in the 2020 SGPWA UWMP

As shown in Table 7-2, DWR's long-term average reliability shows a downward trend from 62% in the 2017 SWP DCR to 58% in the 2019 DCR. DWR attributes this downward trend to climatological and hydrological factors that impact precipitation patterns and snowfall accumulation above its main SWP facility, Lake Oroville. In this way, SGPWA characterizes its average normal year SWP water supply through 2045 as 58% of its Table A Annual Amount in accordance with the DCR. Thus, from 2025 through 2045, SGPWA's projected Table A final available allocation will be 58% of 17,300 acre-feet or 10,034 acre-feet per year. Importantly, SGPWA anticipates years where its Table A Allocation exceeds the average normal year delivery of 58%. In these years, SGPWA will capture and store the surplus water assets.

The single dry year characterization and five consecutive dry year characterization for the SWP supplies are also an important consideration in SGPWA's UWMP. The 2017 and 2019 DCR represent the single driest year as 1977 with an 8% SWP allocation estimate in 2017 DCR and a 7% SWP allocation estimate in 2019 DCR. The single lowest historical SWP allocation occurred in 2014 at 5%, and this 5% allocation is also representative of the 2021 Table A Allocation. As such, to be conservative in its projections, SGPWA will use 5% of 17,300 acre-feet or 865 acre-feet per year as the single dry year allocation through 2045 as depicted in Table 7-3.

**Table 7-3: SWP Future Table A Projected Water Year Deliveries During Single and Multi-Year Drought Conditions (AFY)**

Table A	Year Type	Amount
	Normal	10,034
	Single Dry Year	865
Multi-Year Drought	Year 1	6,055
	Year 2	865
	Year 3	865
	Year 4	3,460
	Year 5	6,055

Notes

1. Taken from Table 3-3 in the 2020 SGPWA UWMP

The 2019 DCR also identifies various drought periods for purposes of characterizing SWP allocation percentages that would accompany those drought periods. The averaging of the allocations over the course of the drought period is not representative of SGPWA drought planning purposes. SGPWA will use the following drought characterization for its short-term and long-term planning: year 1 at 35%; year 2 at 5%; year 3 at 5%; year 4 at 20%; and year 5 at 35%. SGPWA examined the historical record and determined that there was no representative five consecutive year historical SWP delivery dry period that adequately reflects a potential future five-year critical drought condition that could drastically reduce SWP supply deliveries for SGPWA's service area. As such, taking a more conservative planning approach, SGPWA created a more restrictive dry year characterization that adequately represents a critical drought over five consecutive years. In this dry year modeled sequence, two consecutive critically dry years are bounded by Table A allocations that are reflected in the recent historical record. Table 7-4 shows the normal year, single dry year, and five consecutive dry years planned SWP Table A Allocation for San Geronio Pass Water Agency through 2045.

**Table 7-4: Future SWP Allocations by Year Type Through 2045 (AFY)**

Total Supply		2025	2030	2035	2040	2045
Normal		10,034	10,034	10,034	10,034	10,034
Single Dry Year		865	865	865	865	865
Multi-Year Drought	Year 1	6,055	6,055	6,055	6,055	6,055
	Year 2	865	865	865	865	865
	Year 3	865	865	865	865	865
	Year 4	3,460	3,460	3,460	3,460	3,460
	Year 5	6,055	6,055	6,055	6,055	6,055

Notes

1. Taken from Table 3-4 in the 2020 SGPWA UWMP

### 7.1.2 Table A Carryover Water

SGPWA's SWP Contract allows it to forego use of its allocated SWP Table A supply and retain a portion of that allocated supply in storage for future use. This retained supply is termed "Carryover" and is governed under Article 56 of SGPWA's SWP contract. Carryover water is water that is released from Oroville dam and reservoir, re-diverted at the Delta, and then stored in San Luis Reservoir – an off-stream reservoir located just outside the City of Santa Nella at the junction of Interstate 5 and California State Highway 152. San Luis Reservoir is jointly owned and operated by the state and federal governments and all SWP contractors may use the storage facility to manage Carryover water supplies. In short, the San Luis Reservoir receives, regulates, and stores exported water derived from the State Water Project and Federal Central Valley Project.

The amount of water that SGPWA may carryover in any given year is subject to a set of rules that implicate all SWP contractors throughout California. In brief, SGPWA delivers its Table A supplies to Carryover in San Luis Reservoir with an expectation that it will be able to divert all or a portion of these supplies in a subsequent year. In the event that water supplies are abundant, San Luis Reservoir may "spill." When San Luis Reservoir reaches a "spill" stage, DWR releases SGPWA's Carryover in accordance with the aforementioned rules as they apply in the context of all entities with stored water in San Luis Reservoir. Nevertheless, over the last 10 years SGPWA has retained a portion of its Table A Allocation as Carryover even in the driest years and continues to maintain a Carryover balance. Table 7-5 shows SGPWA's Carryover balance from 2010 through 2020.

**Table 7-5: SGPWA Historic SWP Carryover Storage and Use (AFY)**

Year	Source	Available Carryover
2010	97-12 Historic Delivery Database	2,719
2011	97-12 Historic Delivery Database	4,535
2012	97-12 Historic Delivery Database	4,956
2013	Finalization Report	5,277
2014	Finalization Report	5,264
2015	Finalization Report	954
2016	Finalization Report	936
2017	Finalization Report	1,700
2018	Finalization Report	5,159
2019	Finalization Report	2,668
2020	Finalization Report	4,211

Notes

1. Taken from Table 3-5 in the 2020 SGPWA UWMP

The Carryover supplies noted in Table 7-5 combine a number of water management factors that impact SGPWA's overall water supply availability. For example, where SGPWA is able to acquire additional water assets in normal and wet year types, SGPWA may carryover SWP supplies to water shortage years for use. Moreover, where SGPWA may acquire alternative supplies through transfers and exchanges, even in the driest years, the Agency may then manage its supply portfolio to preserve Carryover supplies for later use. For instance, in 2015, the SGPWA stored 954 acre-feet of water supplies as Carryover when SWP allocations were at the lowest historical allocation on record – five percent (5%) – in the 2014 water year (see Table 7-1). Similarly, in 2015 – a 20% allocation year – SGPWA was able to carryover 936 acre-feet of water into the 2016 water year by acquiring alternative supplies and flexibly managing regional supplies in coordination with the retail agencies. SGPWA's management actions coordinated the Agency's available water supply portfolio in these years with the regional retail agencies water supply portfolios and water conservation efforts in order to preserve SWP supplies for future uses.

The SGPWA will have access to its Table A Carryover supplies in future years based upon the hydrological and regulatory conditions. The Table A Carryover supplies result from a number of variables that are tied to the SWP Table A annual percent allocation, operations in San Luis Reservoir, and water supply management by SGPWA throughout its service area. In wet years, SGPWA carries over substantial supplies that are considered in the annual carryover numbers.

Accordingly, water years 2013 through 2017 above are representative of a five-year Carryover supply availability for SGPWA – and include 2014 and 2015 two of the driest years on record. Furthermore, SGPWA conservatively estimates future Carryover supplies in a normal year to be approximately 5,200 acre-feet similar to 2013, 2014, and 2018 and carryover in a single dry year to be just over 900 acre-feet like 2015 and 2016. These supplies are estimated based upon typical SWP management in a normal year in context of SGPWA's total water supply portfolio. The future normal year Carryover supply represents approximately half of SGPWA's normal year carryover number as noted in Table 7-5 but other years represent Carryover supplies that may result from additional SGPWA multi-year management actions that allow Carryover supplies to be available in these year types. Table 7-6 shows the Carryover supplies through 2025 and Table 7-7 shows the representative Table A Carryover supplies through 2045.

**Table 7-6: Carryover Supplies Through 2025 (AFY)**

Carryover	Year Type	Amount
	Normal	3,000
	Single Dry Year	936
Multi-Year Drought	Year 1	3,000
	Year 2	2,500
	Year 3	954
	Year 4	936
	Year 5	1,700

Notes

1. Taken from Table 3-6 in the 2020 SGPWA UWMP

**Table 7-7: Future Available Table A Carryover Supplies (AFY)**

Year Type	2025	2030	2035	2040	2045
Normal	3,000	3,000	3,000	3,000	3,000
Single Dry Year	936	936	936	936	936
Multi-Year Drought	Year 1	3,000	3,000	3,000	3,000
	Year 2	2,500	2,500	2,500	2,500
	Year 3	954	954	954	954
	Year 4	936	936	936	936
	Year 5	1,700	1,700	1,700	1,700

Notes

1. Taken from Table 3-7 in the 2020 SGPWA UWMP

### 7.1.3 Delta Conveyance Project Future SWP Increment

The Delta Conveyance Project, if implemented, would increase the future reliability of SGPWA water supplies derived from the SWP. Consistent with Executive Order N-10-19, in early 2019,

the state announced a new single tunnel project, which proposed a set of new diversion intakes along Sacramento River in the north Delta for SWP. In 2019, the California Department of Water Resources (DWR) initiated planning and environmental review for a single tunnel Delta Conveyance Project (DCP) to protect the reliability of State Water Project (SWP) supplies from the effects of climate change and seismic events, among other risks. DWR's current schedule for the DCP environmental planning and permitting extends through the end of 2024. DCP will potentially be operational no later than 2040 following extensive planning, permitting, and construction.

SGPWA anticipates that the DCP will increase access to water assets by providing conveyance opportunities that are currently unavailable. SGPWA recently increased its investment in the DCP from 1.22% to 2% of project capacity in order to improve future conveyance actions related to its water asset portfolio. As such, the DCP investment should provide better access to SWP supplies in normal and wet years as well as opportunities to deliver alternative planned supplies as they become available to SGPWA

## **7.2. SGPWA Additional Imported Water Supplies**

SGPWA has numerous other current and future water assets besides its Table A Annual Amount and Table A carryover supplies. These supplies are derived from the following items: Yuba Accord, Nickel Agreement, San Bernardino Valley Municipal Water District Agreement, Sites Reservoir Agreement, and Ventura Water Agreement. These additional water sources are more fully described below.

### **7.2.1 Yuba Accord Water**

In 2008, SGPWA entered into the Yuba Accord Agreement and has amended the agreement several times through 2014. The Yuba Accord Agreement allows SGPWA to purchase water from Yuba County Water Agency through its contractual arrangement with DWR that permits 21 SWP contractors (including SGPWA) and the San Luis and Delta-Mendota Water Authority regular access to the supply. Yuba Accord water comes from the Yuba River, located north of the Delta, and the water purchased under this agreement is subject to losses associated with transporting it to SGPWA's service area. While the amount of this water varies each year depending on hydrologic conditions, the Agency anticipates receiving an average future amount of approximately 300 AFY. The Agency recently signed an extension to this agreement allowing it to purchase this water well into the future. Table 7-8 shows the last five years of Yuba Accord water supplies coming to SGPWA. Table 7-9 shows the normal, single dry, and five consecutive dry year water supplies available under the Yuba Accord.

**Table 7-8: Last Five Years of Yuba Accord Water Deliveries (AFY)**

Year	Yuba Accord Deliveries
2015	0
2016	0
2017	0
2018	124
2019	0
2020	406

Notes:

1. Taken from Table 3-8 in the 2020 SGPWA UWMP

**Table 7-9: Yuba Accord Future Water Deliveries in all Year Types (AFY)**

Yuba Accord Supply		2025	2030	2035	2040	2045
Normal		400	400	400	400	400
Single Dry Year		100	100	100	100	100
Multi-Year Drought	Year 1	300	300	300	300	300
	Year 2	100	100	100	100	100
	Year 3	100	100	100	100	100
	Year 4	200	200	200	200	200
	Year 5	300	300	300	300	300

Notes:

1. Taken from Table 3-9 in the 2020 SGPWA UWMP

### 7.2.2 Nickel Agreement

SGPWA signed an agreement with Antelope Valley – East Kern Water Agency (AVEK) on July 7, 2017 (hereafter called “Nickel Agreement”). The Nickel Agreement entitles SGPWA to purchase 1,700 acre-feet of AVEK water each year under a take or pay provision. The AVEK water is non-project water that is provided by the Kern County Water Agency. The Nickel Agreement expires in 2036 and SGPWA has a right of first refusal for an additional 20-year term. AVEK is required to deliver 100% of the supply in all years. Table 7-10 shows SGPWA Nickel Agreement water deliveries since 2017.

**Table 7-10: Nickel Agreement Water Deliveries since 2017 (AFY)**

Year	Nickel Agreement Deliveries
2017	1,700
2018	1,700
2019	1,700
2020	1,700

Notes:

1. Taken from Table 3-10 in the 2020 SGPWA UWMP

SGPWA may consider the Nickel Agreement water supply always available in normal, single dry, and five consecutive dry years. The Nickel Agreement is a take or pay contract with no shortage provision that obligates AVEK to deliver the water in all year types. Table 7-11 shows the SGPWA Nickel Agreement future water supply availability.

**Table 7-11: Nickel Agreement Future Water Deliveries in all Year Types (AFY)**

Nickel Agreement Deliveries		2025	2030	2035	2040	2045
Normal		1,700	1,700	1,700	1,700	1,700
Single Dry Year		1,700	1,700	1,700	1,700	1,700
Multi-Year Drought	Year 1	1,700	1,700	1,700	1,700	1,700
	Year 2	1,700	1,700	1,700	1,700	1,700
	Year 3	1,700	1,700	1,700	1,700	1,700
	Year 4	1,700	1,700	1,700	1,700	1,700
	Year 5	1,700	1,700	1,700	1,700	1,700

Notes:

1. Taken from Table 3-11 in the 2020 SGPWA UWMP.

### 7.2.3 San Bernardino Valley Municipal Water District Agreement

SGPWA entered the Surplus Water Sale Agreement with San Bernardino Valley Municipal Water District Surplus Water Sale Agreement (SBVMWD Agreement) in June of 2018. SBVMWD is a SWP contractor that holds an entitlement to 102,600 acre-feet under its Table A Annual Amount in its 1960 SWP contract. The SBVMWD Agreement entitles SGPWA to purchase up to 5,000 acre-feet of SWP entitlement each year with SBMVWD's express concurrence. The SBVMWD Agreement expires on December 31, 2032, and there is no right of renewal. Nevertheless, SGPWA anticipates renewing this contract. The amount of water available under the contract varies each year and is subject to the "sole discretion" of SBVMWD whether the water will be

made available for SGPWA to purchase. The water supply under this agreement may be available depending upon SBVMWD's supply availability determination. The SGPWA is not incorporating this potential supply into its water supply reliability determinations for all year types but considers the supply a component of its available transfer and exchange supplies and, when acquired, may be incorporated into its groundwater storage facilities.

#### **7.2.4 Sites Reservoir Agreement**

SGPWA signed the Sites Reservoir Agreement in 2019. Sites Reservoir is a proposed new 1,500,000 acre-feet off-stream storage reservoir in northern California near Maxwell. Sacramento River flows will be diverted during excess flow periods and stored in the off-stream reservoir and released for use in the drier periods. Sites Reservoir is expected to provide water supply, environmental, flood, and recreational benefits. The proponents of Sites Reservoir include 30 entities including several individual SWP Public Water Agencies (PWAs). Sites Reservoir is expected to provide approximately 240 TAF of additional deliveries on average to participating agencies under existing conditions. Sites Reservoir is currently undergoing environmental planning and permitting. Full operations of the Sites Reservoir are estimated to start by 2029 following environmental planning, permitting, and construction. Sites was conditionally awarded \$816 million from the California Water Commission for ecosystem, recreation, and flood control benefits under Proposition 1. Reclamation has also invested in Sites Reservoir and has allocated \$13.7 million in 2021 for the project. Both SGPWA and Beaumont Cherry Valley Water District have purchased shares in Sites Reservoir, 10,000 shares and 4,000 shares respectively, that would augment supplies in the San Geronio Pass Water Agency service area. Table 7-12 shows the future availability of Sites Reservoir water in the SGPWA's service area and incorporates both the SGPWA and Beaumont Cherry Valley potential supplies. Other stakeholders with investments in Sites Reservoir have accounted for available supplies in 2035 as well.

**Table 7-12 Future Availability of Sites Reservoir Water (AFY)**

Sites Reservoir		2025	2030	2035	2040	2045
Normal		0	0	10,000	12,000	15,000
Single Dry Year		0	0	10,000	12,000	15,000
Multi-Year Drought	Year 1	0	0	10,000	12,000	15,000
	Year 2	0	0	10,000	12,000	15,000
	Year 3	0	0	10,000	12,000	15,000
	Year 4	0	0	10,000	12,000	15,000
	Year 5	0	0	10,000	12,000	15,000

Notes:

1. Taken from Table 3-12 in the 2020 SGPWA UWMP.

### **7.2.5 Ventura Water**

In 2022, SGPWA entered into a 20-year Agreement with the City of San Buenaventura (Ventura) and the Casitas Municipal Water District (Casitas). Together, the City of Ventura and the Casitas Municipal Water District have a combined Table A water allocation of 20,000 acre-feet. Ventura and Casitas do not plan to take direct delivery of their respective Table A water. The Ventura Water Agreement allows SGPWA to purchase water from Ventura and Casitas through its contractual arrangement. Of the 20,000 acre-feet total Table A allocation, the agreement allows for SGPWA to receive up to 10,000 acre-feet in addition to the existing 17,300 acre-feet Table A allocation for SGPWA.

### **7.2.6 Water Transfers and Exchanges**

SGPWA also engages in water transfers and exchanges involving its SWP assets and other contractors' SWP water assets. Historically, SGPWA has both received and delivered water through these transfers and exchanges with various agencies throughout California. These transfers are essentially spot market transfers where short-term opportunities are identified and then actions taken for acquisition. These transfers help support management of SGPWA's and the retail agencies' water supply portfolios. Future SGPWA transfers and exchanges depend upon the allocations available to SGPWA and other water purveyors. As noted in Section 7.2.1., SGPWA has regularly acquired Yuba Accord water through its transfer and exchange activities. In addition, the State Water Contractors collectively develop annual water transfer and exchange programs to develop transferable supplies and negotiate transfer terms. SGPWA regularly participates in SWC's transfer programs. SGPWA seeks to augment potential opportunities for exchanges and transfers with SWP contractors and alternative transfer opportunities like the SWC

annual transfer program. Table 7-13 shows the planned future SWP and other water transfer opportunities that could be available for SGPWA.

**Table 7-13 SGPWA Future Transfers and Exchanges (AFY)**

Target Supply	2025	2030	2035	2040	2045
State Water Project	500	1,000	1,000	1,000	1,000
Additional Supplies	600	1,100	1,600	2,100	2,600
Total Transfers	1,100	2,100	2,600	3,100	3,600

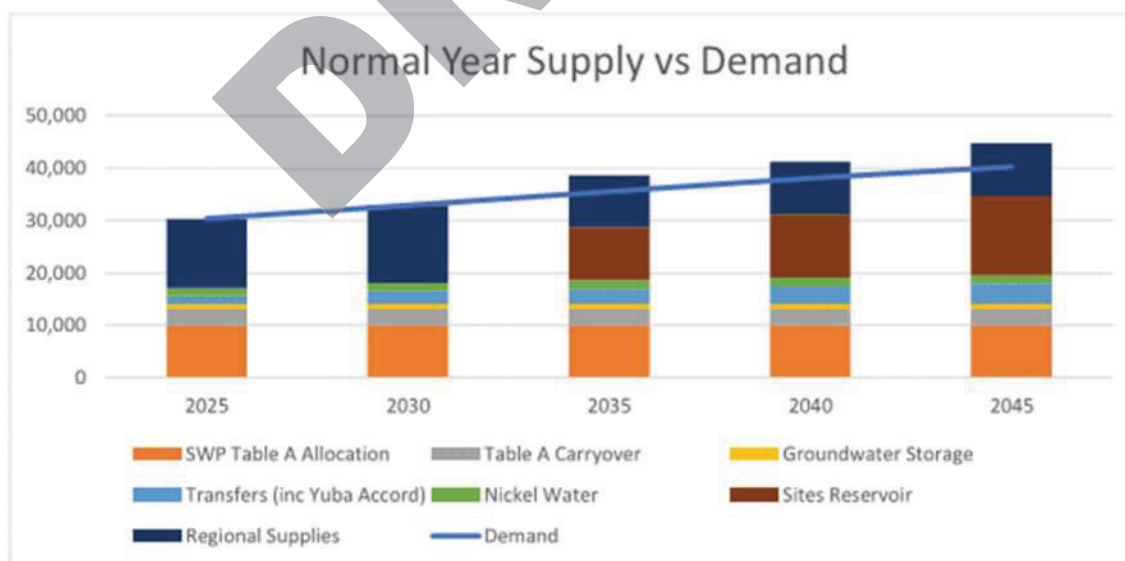
Notes:

1. Taken from Table 3-13 in the 2020 SGPWA UWMP.

### 7.3. Summary of Available Imported Water Supplies

As shown in Figure 6, SGPWA has reliable water supplies through the 2045 planning horizon. SGPWA has assessed the available SWP supplies, imported supplies, and locally available managed water supplies to assess regional water supply reliability through this planning horizon. In addition, SGPWA engages in annual water transfers and exchanges and stores water both within SGPWA's service area boundaries and outside its boundaries to address variable water conditions. Together, these supplies make up SGPWA's regional water asset portfolio that is actively managed by coordinated actions between SGPWA and the regional retail agencies to ensure long-term reliability.

**Figure 6: SGPWA's Water Service Reliability through 2045 (AFY)**

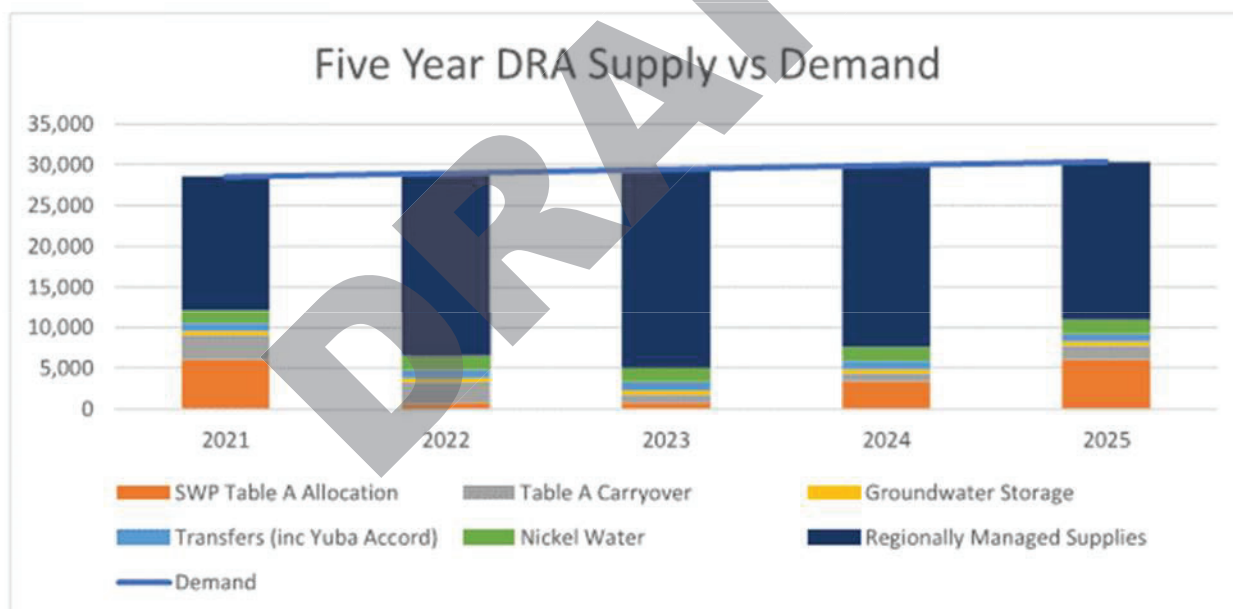


Notes

1. Taken from Figure ES-2 from the 2020 SGPWA UWMP.

SGPWA also coordinates management of its water supplies with the retail agencies to address projected dry conditions. Specifically, SGPWA and the retail agencies capture and store surplus imported water in normal and wet years in order to use the stored water assets to meet regional demands in dry years. Moreover, the retail agencies rely upon locally managed water supplies, including native groundwater, recycled supplies, surface water assets, and return flows, to meet their annual demands. These actions stabilize annual fluctuations in recurring imported supplies that may not meet regional demands under certain dry conditions. Figure 7 shows a water reliability assessment for a drought lasting five consecutive years where the retail agencies in SGPWA service area use stored water and regionally managed supplies to offset fluctuations in its SWP supplies. In summary, SGPWA's diverse surface water supply portfolio, combined with its coordinated management of regionally managed surface and groundwater resources with retail purveyors, provide stable and reliable water supplies to meet SGPWA's current and 2045 future water demands in its service area.

**Figure 7: SGPWA's Drought Risk Assessment from 2021 through 2025 (AFY)**



Notes

1. Taken from Figure ES-3 from the 2020 SGPWA UWMP.

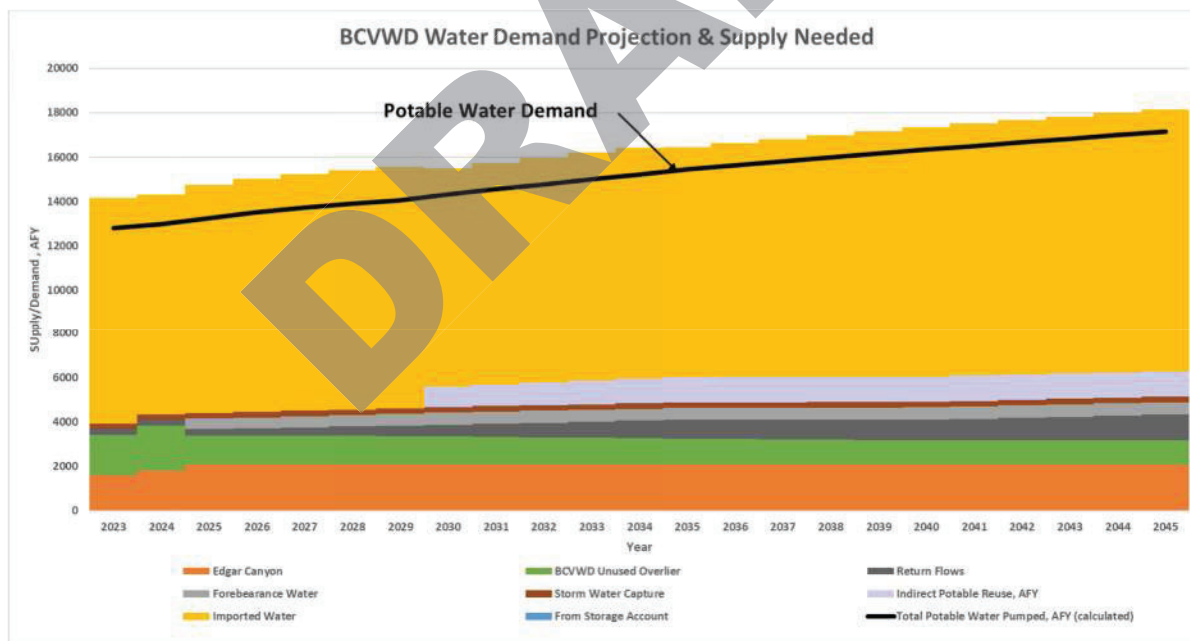
## 8. Water Supply and Demand for BCVWD

Section 6.1.3 presented the water demand and water supply requirements, including imported water, under average hydrologic conditions for BCVWD. Section 7 quantified the imported water demands on the SGPWA from BCVWD and the other member agencies of the SGPWA. As presented in Section 7, SGPWA will have enough, or has made commitments for or taken steps

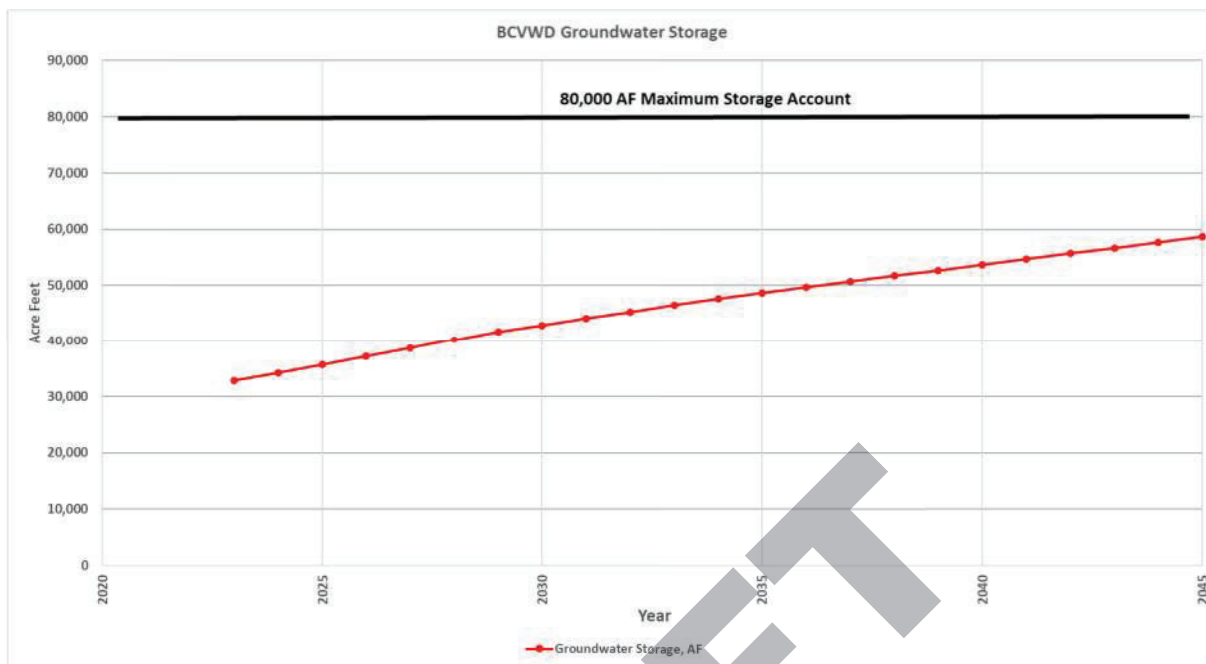
to acquire, imported water supply to meet its needs to year 2045 and beyond. Since BCVWD's demands and imported water requirements are included in SGPWA's demands, including imported water, it can be concluded that BCVWD has sufficient supply and imported water to meet demands beyond 2045 under average demand and supply conditions.

It should be pointed out that 28.6% of the Sites Reservoir Project yield, (4,000 AFY/14,000 AFY) shown in Figure 7 above, is committed to BCVWD by virtue of BCVWD's financial commitment to the Sites Reservoir Project Phase 1 and Phase 2 - 2019. Figure 8 shows BCVWD's demand is less than the available supply. Figure 8 is based on the data in Table 6-16. Figure 9 shows the accumulated volume in BCVWD's Beaumont Basin groundwater storage account. By 2045, the storage account is significantly full (58,700 AF in storage). Figure 9 has been updated to account for the loss of storage due to the drought from 2020 – 2022. Table 6-16 indicates that BCVWD's imported water demand will be 10,440 AFY in 2045; this means that BCVWD is projected to have 7.1 years of imported water demand in storage which can be used to supply water during drought periods even if no SPW is available.

**Figure 8: BCVWD's Water Supply and Demand Projection to 2045**



**Figure 9: BCVWD's Groundwater Storage Balance to 2045**



## 9. Water Supply Single and Multiple Dry Period Analysis

### 9.1. Constraints on Water Sources

A detailed description of BCVWD's current and future water sources are described previously in Section 6 of this WSA. Table 9-1, below shows a summary of BCVWD's current and future water sources and identifies the factors that affect the specific source's consistency of supply. Climate affects the amount of water available from most of the sources; there are some legal constraints on the Beaumont Groundwater Basin Source due to the Adjudication and contractual and environmental constraints on the imported State Project Water.

**Table 9-1: Factors Resulting in Inconsistency of Supply**

Water Supply Source	Cause of Inconsistent Supply				Additional Information
	Legal	Environmental	Water Quality	Climate	
Edgar Canyon Groundwater				X	
Beaumont Basin Groundwater Appropriator Rights	X				(1)
Beaumont Basin Groundwater Unused Overlier Rights	X			X	(2)
Imported State Project Water	X	X		X	(3)
Recycled Water				X	(4)
Stormwater Capture and Percolation				X	
Urban Runoff Capture and Percolation				X	
Nitrate-contaminated Groundwater from mouth of Edgar Canyon				X	

(1) After 2014, the Appropriator production rights are zero per Adjudication

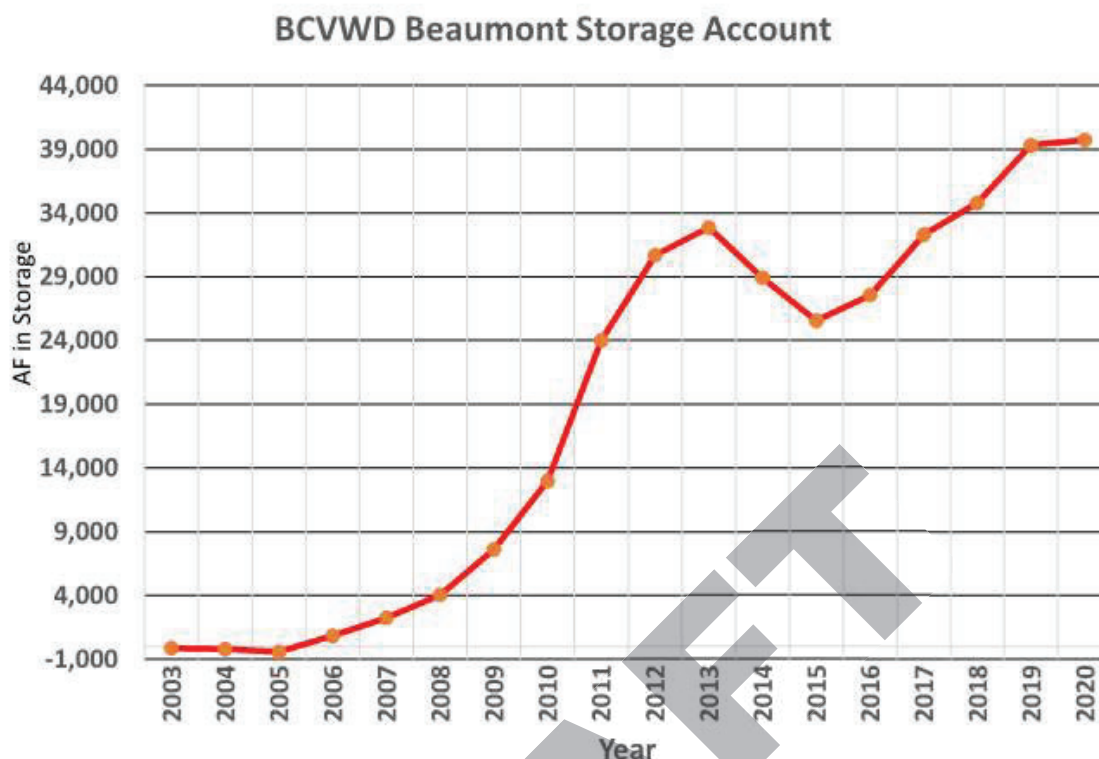
(2) Reallocation of Overlier pumping rights are variable. Estimated to drop to 200 AFY by 2045.

(3) SWP reliability discussed in text. 10% of Table A is available 100% of the time; adjusted per draft allocation agreement.

(4) Recycled water is not subject to any significant variations; but some drought period reductions in flow are experienced – maybe 10%. Domestic water restrictions typically have the greatest impact on outdoor water use.

The District relies on groundwater banking within the Beaumont Basin during wet periods to supply demands during specified dry periods. Complementing the large storage capacity is the fact that percolation and recharge occur at relatively high rates making it very easy to “bank” water in the Beaumont Basin. Figure 10 below shows the amount of water BCVWD has accumulated in its storage account since 2003. Please note that imported water began to be recharged in 2006.

**Figure 10 – BCVWD’s Beaumont Basin Storage Amount**



Notes

1. Taken from Figure 7-1 in the BCVWD 2020 UWMP

With the ability to bank water and the large “underground” reservoir, BCVWD and its neighboring agencies can withstand extended periods of drought without severe restrictions. At the end of 2020, for example, BCVWD had 39,750 AF in storage. This amount in BCVWD’s storage account has seen an increase of about 14,182 AF since 2015. BCVWD can store up to 80,000 AF in the Beaumont Basin managed by the Watermaster.

In Table 9-2 below (Table 6-24 in the 2020 BCVWD UWMP) a quantity of BCVWD-purchased imported water was identified as “From SGPWA for Banking.” This varied from 1,000 AFY to 1,500 AFY and is over and above the amount of imported water needed to meet demands. The purpose of this “banking water” is to build up BCVWD’s Beaumont Basin Groundwater Storage Account to be used as reserve for drought periods when adequate SPW is not available.

SGPWA is to supply the imported water requested in Table 9-2 below to meet BCVWD’s needs plus the anticipated SPW for banking. If, in any year(s), either of these quantities cannot be supplied for any reason, the accumulated shortfall is expected to be delivered to BCVWD by SGPWA as soon as possible once imported water is available. In this way, BCVWD will be able to keep adequate water in storage for current (2020) needs and accommodate growth in BCVWD’s service area. BCVWD anticipates banking around 28,500 AF of water over the next 25

years, which would bring BCVWD's storage account to about 68,250 AF. This is over 3 years of SPW requirements to meet 2045 demands with no SPW for over 3.5 years. The following subsections quantify the variability in BCVWD's water sources.

DRAFT

Table 9-2: BCVWD Water Supplies – Projected

DWR Table 6-9 Retail: Water Supplies — Projected		Projected Water Supply * Report To the Extent Practicable									
Water Supply	Additional Detail on Water Supply	2025		2030		2035		2040		2045 (opt)	
Drop down list <small>May use each category multiple times. These are the only water supply categories that will be recognized by the WUEdata online submittal tool</small>		Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)	Reasonably Available Volume	Total Right or Safe Yield (optional)
Add additional rows as needed											
Groundwater (not desalinated)	Little San Geronio Canyon	2,070	2,200	2,070	2,200	2,070	2,200	2,070	2,200	2,070	2,200
Groundwater (not desalinated)	Beaumont Basin (Reallocated unused overlie rights)	1,322		1,286		1,165		1,099		1,099	
Groundwater (not desalinated)	Beaumont Basin total forbearance water	471		547		1,387		1,542		1,542	
Groundwater (not desalinated)	Return flows	280		514		868		922		1,155	
Stormwater Use	Beaumont MDP Line 16	185		185		185		185		185	
Stormwater Use	Misc. Stormwater	0		350		350		350		350	
Purchased or Imported Water	From SGPWA for Replenishment of Beaumont Basin (Potable water)	8,868		9,300		9,966		10,717		11,281	
Recycled Water	From City of Beaumont for Landscaping	2,017		2,381		2,892		2,955		2,915	
Purchased or Imported Water	To supplement Non-Potable Water Supply (Purchased for Replenishment)	276		246		0		0		0	
Groundwater (not desalinated)	Non-Potable Groundwater at Mouth of Edgar Canyon	0		0		300		300		300	
Groundwater (not desalinated)	Non-Potable Groundwater along San Timoteo Creek	0		0		600		600		600	
Purchased or Imported Water	From SGPWA for Banking	1,500		1,200		1,000		1,000		1,000	
Purchased or Imported Water	Additional Imported Water Available from SGPWA	1,572		396		2,389		2,994		3,769	
Total Imported Water Required		18,561	2,200	18,475	2,200	23,172	2,200	24,734	2,200	26,266	2,200
Total Imported Water Available to BCVWD from SGPWA (See Table 7-8)		10,644		10,746		10,966		11,717		12,281	
		12,216		11,142		13,355		14,711		16,050	
*Units of measure (AF, CCF, MG) must remain consistent throughout the UWMP as reported in Table 2-3.											
NOTES:											

## 9.2. Regional Supply Reliability

BCVWD has a very diverse water portfolio that allows it to maintain a reliable water supply to its current and future customers. The existing sources include:

- Unadjudicated groundwater from the Little San Geronio Creek (Edgar Canyon)
- Adjudicated groundwater from the Beaumont Basin
- Stormwater capture in Edgar Canyon (Little San Geronio Creek) and recharge in percolation ponds in Upper and Middle Canyon and at the Canyon mount in recently added desilting and recharge basins.
- Non-potable groundwater supplying the existing non-potable water system
- Imported State Project Water from SGPWA
- AVEK-Nickel Water leased through SGPWA
- Yuba Accord water purchased through SGPWA

Potential Future Sources include the following and were described in Section 6.1.3.2 in this WSA Addendum.

- Recycled water from the City of Beaumont for landscape irrigation and with advanced treatment for indirect potable reuse (groundwater recharge).
- Improved recharge of captured urban runoff from Sundance development
- Non-potable groundwater from the mouth of Edgar Canyon
- Non-potable groundwater from San Timoteo Creek
- Stormwater capture and recharge via the MDP Line 16 Storm Drain (cost shared with RCFC&WCD, SAWPA grant and preparing for construction)
- Stormwater capture from Noble and Marshall Creek
- Additional urban runoff capture and recharge from developing areas

BCVWD's water management strategy since its formation has always been to maximize local water resources including local groundwater and capture and percolate surface flows in Little San Geronio Creek for subsequent extraction in the District's Edgar Canyon wells. With the development that occurred starting about year 2000, BCVWD began installation of a non-potable water system with the intent of using recycled water from the City of Beaumont. Currently (2020), the water demand in the non-potable system is about 12% of the total water demand. This demand is being partially met by non-potable groundwater. When recycled water becomes available, the District's non-potable demand will be primarily met with recycled water. Any additional non-potable demands will be met with non-potable groundwater.

As discussed above, BCVWD has an 80,000 AF storage account in the Beaumont Basin to purchase and store imported water when available in ample supply during wet years. In addition to SGPWA's Table A amount, there are two other sources of imported water over and that are available and are discussed within Section 7 above:

- Article 21 Water
- Turn-Back Pool Water

### **9.3. Water Service Reliability Assessment**

The amount of water available during the dry periods from BCVWD's water sources are presented below.

#### **9.3.1 Groundwater**

##### **9.3.1.1 Beaumont Basin**

The Beaumont Basin is managed by the Beaumont Basin Watermaster. In any given year, BCVWD can pump out its stored (banked) water. The storage is replenished, at least partially, every year by forbearance water, reallocated unused Overlying Party pumping rights, return flows, and imported water, when available. The amount of imported water that can be recharged in any year depends on DWR's SWP allocation and varies from year to year. The amount of unused Overlying Party rights is based on a 5-year moving average and could decrease slightly during drought periods as the Overlying Parties use more well water to compensate for the lack of rainfall. The forbearance water and return flows will also decrease during dry periods as users reduce water consumption.

Table 9-3 below (Table 7-2 in the BCVWD 2020 UWMP) shows the estimated amount of water credited to BCVWD by Watermaster for a single or multiple dry year analysis. For the dry year analysis, it was estimated that there would be a 15% conservation effect; in other words, for dry year analysis, only 85% of average annual forbearance, reallocated Overlying Party rights, etc. would be available. In Table 9-3, the 15% reduction factor is also applied to the recycled forbearance water to account for a potential reduction in treated wastewater due to water conservation effects. This is believed to be conservative.

Return flow credits, included in Table 9-3 below, were not applied with a 15% reduction factor as return flows are dependent upon the conservation factors in effect during the year for which credits are given.

**Table 9-3 Summary of BCVWD's Beaumont Basin Storage Credits<sup>1,2</sup>**

Item	2025	2030	2035	2040	2045
Total Return Flow Credits, Reallocated Unused Overlie Rights, and Forbearance Water from Table 6-10, AFY	2,073	2,346	2,820	2,963	3,196
Expected Ground Water Available for Dry Year Analysis, AFY	1,804	2,065	2,483	2,583	2,816

Note

1. Taken from Table 7-2 in the BCVWD 2020 UWMP.
2. Reference Table 6-10 included in the table above should reference to Table 7-8 in the 2020 BCVWD UWMP.

## Edgar Canyon

Groundwater from Edgar Canyon is affected to some degree by climate change. The average annual extraction from Edgar Canyon is 2,073 AFY based on records from 1983-2020. During that period of time, the minimum extracted was 1,117 AFY, which occurred in 1991. This can be considered the "Single Dry Year Water Available." The 2-year, 3-year, 4-year, 5-year and 6-year moving averages for the extractions from 1983 -20 were determined and are presented in Table 9-4 (Table 7-3 in the BCVWD 2020 UWMP) along with the Base Period for moving averages.

**Table 9-4 Groundwater Available from Edgar Canyon for Single and Multiple Dry Year Analysis**

Drought Condition (Base Years)	Average Available over the Drought Period, AFY
Single Dry Year (1991)	1,117
2 Consecutive Dry Years (1990 – 91)	1,173
3 Consecutive Dry Years (1989 – 91)	1,230
4 Consecutive Dry Years (1989 – 92)	1,267
5 Consecutive Dry Years (1988 – 92)	1,305
6 Consecutive Dry Years (1987 – 92)	1,367

Note

1. Taken from Table 7-3 in the BCVWD 2020 UWMP.

### 9.3.2 Imported Water

The amount of imported water available from the SGPWA via the State Water Project is very climate dependent. A spreadsheet was developed using the 2019 DWR Delivery Capability Report simulation data (1922 to 2003) for SGPWA to develop an estimate of the delivery capability for the single dry year and multiple dry year reliability analysis. The 2-, 3-, 4-, 5-, and 6-year moving averages of annual estimated delivery allocations were determined for the period 1922-2003. A summary of the Table A delivery percentages is shown in Table 9-5 (Table 7-4 in the BCVWD 2020 UWMP).

**Table 9-5 SGPWA SWP Delivery Capability as Percent of Table A**

Year	Long-term Average		Single Dry Year (1977)		Dry Periods							
					2-Year Drought (1976-1977)		4-Year Drought (1931-1934)		6-Year Drought (1987-1992)		6-Year Drought (1929-1934)	
2017 Report	2,571	62%	336	8%	1,206	29%	1,397	34%	1,203	29%	1,408	34%
2019 Report	2,414	58%	288	7%	1,311	32%	1,228	30%	1,058	26%	1,158	28%

Note

1. Taken from Table 7-4 in the BCVWD 2020 UWMP.

The percentages in Table 9-3 were compared to actual SWP delivery allocations for the period 1922 to 2020. The allocations found in BCVWD's analysis of available data are indicated below:

Minimum year	5% (2015, 2020)
Minimum 2 consecutive years	12.5% (2014 - 2015)
Minimum 3 consecutive years	18% (1990 – 1992)
Minimum 4 consecutive years	26% (1988 – 1991)
Minimum 5 consecutive years	24% (1988 – 1992)
Minimum 6 consecutive years	25% (1987 – 1992)

As can be seen, the actual minimum single dry year and minimum 2 consecutive dry years are less than those from the 2019 DWR SWP Delivery Capability Report. For the reliability analysis in this 2020 UWMP and this WSA, the allocation percentages in Table 9-6 (Table 7-5 in the BCVWD 2020 UWMP) will be used.

**Table 9-6 SGPWA SWP Delivery Capability as Percent of Table A (Used for Reliability Analysis)**

Dry Year(s)	Single	2-Year	3-Year	4-Year	5-Year	6-Year
Table A Annual Delivery Average Over the Drought Period, %	5	12.5	18	26	24	25

Note

1. Taken from Table 7-5 in the BCVWD 2020 UWMP.

For the reliability analysis, the percentages in Table 9-6 will be applied to BCVWD's estimated available imported water supplies for any particular dry year period. The results of the reliability analysis are presented in Tables 9-11 through 9-16.

By Resolution 2015-05, the SGPWA Board of Directors established an obligation to meet the future water supply needs of the region, including BCVWD. BCVWD can rely on the SGPWA to secure and deliver the imported water needed to meet BCVWD's current and future demands as set forth in this 2020 UWMP and subsequent UWMP updates in concert with DWR's Delivery Capability Reports.

### 9.3.3 Recycled Water

Recycled water is planned to be consistently available; although during droughts, consumers are more aware of water conservation and reduce their indoor water consumption. They are more aware of the need to do only full loads of laundry, full loads for the dishwasher etc. Agencies, including the City of Beaumont, have observed a reduction in wastewater flows during the current drought.

BCVWD is counting on one source of recycled water, the City of Beaumont. For a single dry year, an estimate of 90% of the normal, average recycled water will be available. As the drought becomes more pervasive, the amount of recycled water is estimated to reduce further to 85% of normal. Table 9-7 provides an estimate of the available recycled water during extended dry periods. The amount of recycled water under normal conditions is shown in the updated Section 6 above.

**Table 9-7 Estimated Recycled Water Available During Extended Dry Periods**

		Year				
		2025	2030	2035	2040	2045
City of Beaumont Recycled Water Available (AFY)	% Available	2017	2381	2892	2955	2915
Single Dry Year	90%	1820	2150	2610	2660	2630
2-Years	85%	1720	2030	2460	2520	2480
3-Years	85%	1720	2030	2460	2520	2480
4-Years	85%	1720	2030	2460	2520	2480
5-Years	85%	1720	2030	2460	2520	2480
6-Years	85%	1720	2030	2460	2520	2480

Notes:

1. Taken from Table 7-6 in the BCVWD 2020 UWMP.
2. The District is currently in the process of finalizing its Non-Potable Water Master Plan, which includes more current non-potable system facility requirements and recycled water supply projections. The non-potable/recycled water supply data provided in this WSA addendum are consistent with the District's 2020 UWMP. The non-potable/recycled water supply projections are considered draft as of the date of approval of this Addendum 1. Data from the BCVWD 2020 UWMP is used for consistency.

### 9.3.4 Storm Water and Urban Runoff Reliability (Potential Projects).

Storm water and Urban Runoff quantities are very dependent on rainfall. Review of the rainfall record at Beaumont for the period 1888 – 2006 resulted in the data shown in Table 9-8 (Table 7-7 in the BCVWD 2020 UWMP). To determine the multiple dry year rainfall as a percent of the

average rainfall, the 2-, 3-, 4-, 5- and 6-year moving averages of the annual rainfall was determined.

**Table 9-8 Estimated Storm Water Available During Extended Dry Periods**

Dry Year (s)	Normal	Single	2 - Year	3 - Year	4 - Year	5 - Year	6 - Year
% of Annual Average		36%	45%	52%	52%	61%	63%
Facility	Estimated Average Annual Stormwater Capture, AFY						
MDP Line 16	185	66	83	96	96	113	117
Misc. Urban Runoff Basins	350	126	158	182	182	213	222
<b>Total Stormwater Capture</b>	<b>535</b>	<b>192</b>	<b>241</b>	<b>279</b>	<b>278</b>	<b>325</b>	<b>339</b>

Notes:

1. Taken from Table 7-7 in the BCVWD 2020 UWMP.

#### 9.4. Drought Risk Assessment

A conservative approach was taken when considering the amount of imported supply BCVWD could expect in future conditions. BCVWD has included in its anticipated imported water supplies from the anticipated Table A Allocation available (using percentages described previously in Table 9-6), as well as additional potential sources of imported water identified in SGPWA's 2020 UWMP (June 2021). In any given year, when the demand for imported water exceeds the available supply, it is reasonable to assume that the imported water will be allocated by SGPWA in proportion to each member agency's fraction of the total imported water demand without banking. A summary of the expected allocation percentages for each agency is indicated in Table 9-9, below. Percentages as indicated were determined based on a series of White Papers (White Papers No. 1 through 7) that evaluated water supply and demand for the major retailers in the SGPWA service area.

**Table 9-9 Member Agency's Percent of Available Imported Water When Demand Exceed Supply**

Agency	Year				
	2025	2030	2035	2040	2045
City of Banning	0.0%	0.0%	0.0%	5.6%	5.6%
YVWD/Calimesa	7.0%	7.3%	7.9%	8.1%	8.5%
BCVWD	78.5%	71.6%	66.3%	58.4%	52.3%
Other Member Agencies	14.5%	21.1%	25.8%	27.9%	33.6%
Total	100%	100%	100%	100%	100%

**Notes:**

1. Taken from Table 7-9 in the BCVWD 2020 UWMP.

In the future, other SGPWA water retailers will require greater supplies of imported water to meet growing demands. As a result, the allocation percentages described above will continue to change. BCVWD expects to update these percentages after the adoption of the 2020 UWMP updates for the other member agencies in the SGPWA service area.

For the Single Dry Year, potable and non-potable water demands in Table 9-11 (Table 7-11 in the BCVWD 2020 UWMP) did not reflect any conservation. For 2 consecutive dry years through 6 consecutive dry years, demand reductions for potable and non-potable water were included. The estimated demand reductions (as percent) that could be seen during various multiple dry years are indicated below in Tables 9-12 through 9-16 (Tables 7-12 through 7-16 in the BCVWD 2020 UWMP).

**Table 9-10 Estimated Demand Reductions During Various Dry Year Periods**

Dry Year Analysis Period	Demand Reductions
Single Dry Year	0%
2 Consecutive Dry Years	10%
3 Consecutive Dry Years	20%
4 Consecutive Dry Years	25%
5 Consecutive Dry Years	30%
6 Consecutive Dry Years	40%

**Notes:**

1. Taken from Table 7-10 in the BCVWD 2020 UWMP.

This is a reasonable assumption since there would be adequate time to implement the potential water use restrictions identified in Section 10 for a dry period lasting longer than a single year.

Tables 9-11 through 9-16 present the water service reliability assessment for single through 6 consecutive dry years. Due to this Project's demands having not been accounted for in the BCVWD 2020 Urban Water Management Plan, the demands in Tables 9-11 – 9-16 below have been increased to include the demands of the proposed Project (14201 California Avenue) and reflect that there is adequate water supply.

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**Table 9-11 Water Service Reliability Assessment for Single Dry Year**

	YEAR				
	2025	2030	2035	2040	2045
<b>DEMAND</b>					
Potable Water Demand, AFY	13,224	14,280	15,419	16,313	17,110
Supplemental Water to Non-Potable System, AFY	276	246	228	278	328
Non-Potable Water Demand, AFY	1,992	2,210	2,513	2,596	2,613
<b>Total Water Demand, AFY</b>	<b>15,492</b>	<b>16,736</b>	<b>18,160</b>	<b>19,187</b>	<b>20,051</b>
<b>LOCAL SUPPLY</b>					
Groundwater					
Edgar Canyon, AFY	1,117	1,117	1,117	1,117	1,117
Beaumont Basin Groundwater Available					
Overlier Potable Forebearance, AFY	-	67	264	384	384
Overlier Non-Potable Forebearance, AFY	471	480	523	558	558
Reallocation of Unused Overlier Rights, AFY	1,322	1,286	1,165	1,099	1,099
Return Flow Credits, AFY	280	514	868	922	1,155
Storm Water, AFY	66	192	192	192	192
Recycled Water Available, AFY	1,820	2,150	2,610	2,660	2,630
<b>Subtotal Local Supply, AFY</b>	<b>5,076</b>	<b>5,805</b>	<b>6,739</b>	<b>6,932</b>	<b>7,135</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (5%), AFY	679	619	573	505	452
Yuba Accord, AFY	16	14	13	12	10
AVEK Nickel, AFY	1,335	1,217	1,127	993	889
Ventura, AFY	393	358	332	292	-
SGPWA Carryover Water, AFY	204	186	172	152	136
Sites Reservoir, AFY	-	-	286	571	1,143
Additional SWP Transfers/Exchanges, AFY	39	36	33	29	26
<b>Subtotal Imported Supply, AFY</b>	<b>2,665</b>	<b>2,431</b>	<b>2,537</b>	<b>2,554</b>	<b>2,657</b>
<b>Total Supply, AFY</b>	<b>7,742</b>	<b>8,236</b>	<b>9,276</b>	<b>9,487</b>	<b>9,792</b>
From Banked Beaumont Basin Storage, AF	7,750	8,500	8,884	9,700	10,258

**Notes:**

1. Modified Table 7-11 from the BCVWD 2020 UWMP to include Ventura Water.
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

**Table 9-12 Water Service Reliability Assessment for 2 Consecutive Dry Years**

	YEAR				
	2025	2030	2035	2040	2045
<b>DEMAND</b>					
Potable Water Demand, AFY	13,224	14,280	15,419	16,313	17,110
Supplemental Water to Non-Potable System, AFY	276	246	228	278	328
Non-Potable Water Demand, AFY	1,992	2,210	2,513	2,596	2,613
Total Water Demand, AFY	15,492	16,736	18,160	19,187	20,051
<b>Total Water Demand (10% Demand Reduction), AFY</b>	<b>13,943</b>	<b>15,062</b>	<b>16,344</b>	<b>17,268</b>	<b>18,046</b>
<b>LOCAL SUPPLY</b>					
Groundwater					
Edgar Canyon, AFY	1,173	1,173	1,173	1,173	1,173
Beaumont Basin Available, AFY					
Overlier Potable Forebearance, AFY	-	60	237	346	346
Overlier Non-Potable Forebearance, AFY	424	432	471	502	502
Reallocation of Unused Overlier Rights, AFY	1,190	1,157	1,049	989	989
Return Flow Credits, AFY	280	514	868	922	1,155
Storm Water, AFY	241	241	241	241	241
Recycled Water, AFY	1,720	2,030	2,460	2,520	2,480
<b>Subtotal Local Supply , AFY</b>	<b>5,028</b>	<b>5,607</b>	<b>6,499</b>	<b>6,693</b>	<b>6,886</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (12.5%), AFY	1,698	1,548	1,434	1,263	1,131
Yuba Accord, AFY	39	36	33	29	26
AVEK Nickel, AFY	1,335	1,217	1,127	993	889
Ventura, AFY	981	895	829	730	-
SGPWA Carryover Water, AFY	510	465	431	380	340
Sites Reservoir, AFY	-	-	286	571	1,143
Additional SWP Transfers/Exchanges, AFY	98	90	83	73	65
<b>Subtotal Imported Supply, AFY</b>	<b>4,661</b>	<b>4,251</b>	<b>4,222</b>	<b>4,039</b>	<b>3,594</b>
<b>Total Supply, AFY</b>	<b>9,689</b>	<b>9,858</b>	<b>10,721</b>	<b>10,732</b>	<b>10,481</b>
From Banked Beaumont Basin Storage, AF	4,254	5,204	5,623	6,536	7,565
<b>Total Withdrawn from Storage during Dry Period, AF</b>	<b>8,507</b>	<b>10,408</b>	<b>11,245</b>	<b>13,072</b>	<b>15,130</b>

**Notes:**

1. Modified Table 7-12 from the BCVWD 2020 UWMP to include Ventura Water.
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

**Table 9-13 Water Service Reliability Assessment for 3 Consecutive Dry Years**

	YEAR				
	2025	2030	2035	2040	2045
<b>DEMAND</b>					
Potable Water Demand, AFY	13,224	14,280	15,419	16,313	17,110
Supplemental Water to Non-Potable System, AFY	276	246	228	278	328
Non-Potable Water Demand, AFY	1,992	2,210	2,513	2,596	2,613
Total Water Demand, AFY	15,492	16,736	18,160	19,187	20,051
<b>Total Water Demand (20% Demand Reduction), AFY</b>	<b>12,393</b>	<b>13,389</b>	<b>14,528</b>	<b>15,349</b>	<b>16,041</b>
<b>LOCAL SUPPLY</b>					
Groundwater					
Edgar Canyon, AFY	1,230	1,230	1,230	1,230	1,230
Beaumont Basin Available, AFY					
Overlier Potable Forebearance, AFY	-	54	211	308	308
Overlier Non-Potable Forebearance, AFY	377	384	418	446	446
Reallocation of Unused Overlier Rights, AFY	1,058	1,028	932	880	880
Return Flow Credits, AFY	280	514	868	922	1,155
Storm Water, AFY	241	241	241	241	241
Recycled Water, AFY	1,720	2,030	2,460	2,520	2,480
<b>Subtotal Local Supply , AFY</b>	<b>4,906</b>	<b>5,481</b>	<b>6,361</b>	<b>6,546</b>	<b>6,739</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (18%), AFY	2,444	2,230	2,065	1,819	1,629
Yuba Accord, AFY	57	52	48	42	38
AVEK Nickel, AFY	1,335	1,217	1,127	993	889
Ventura, AFY	1,413	1,289	1,193	1,051	-
SGPWA Carryover Water, AFY	735	670	621	547	490
Sites Reservoir, AFY	-	-	286	571	1,143
Additional SWP Transfers/Exchanges, AFY	141	129	119	105	94
<b>Subtotal Imported Supply, AFY</b>	<b>6,125</b>	<b>5,586</b>	<b>5,458</b>	<b>5,128</b>	<b>4,282</b>
<b>Total Supply, AFY</b>	<b>11,030</b>	<b>11,067</b>	<b>11,819</b>	<b>11,674</b>	<b>11,021</b>
From Banked Beaumont Basin Storage, AF	1,363	2,321	2,709	3,676	5,020
<b>Total Withdrawn from Storage during Dry Period, AF</b>	<b>4,089</b>	<b>6,964</b>	<b>8,126</b>	<b>11,027</b>	<b>15,059</b>

**Notes:**

1. Modified Table 7-13 from the BCVWD 2020 UWMP to include Ventura Water.
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

**Table 9-14 Water Service Reliability Assessment for 4 Consecutive Dry Years**

	YEAR				
	2025	2030	2035	2040	2045
<b>DEMAND</b>					
Potable Water Demand, AFY	13,224	14,280	15,419	16,313	17,110
Supplemental Water to Non-Potable System, AFY	276	246	228	278	328
Non-Potable Water Demand, AFY	1,992	2,210	2,513	2,596	2,613
Total Water Demand, AFY	15,492	16,736	18,160	19,187	20,051
<b>Total Water Demand (25% Demand Reduction), AFY</b>	<b>11,619</b>	<b>12,552</b>	<b>13,620</b>	<b>14,390</b>	<b>15,038</b>
<b>LOCAL SUPPLY</b>					
Groundwater					
Edgar Canyon, AFY	1,267	1,267	1,267	1,267	1,267
Beaumont Basin Available, AFY					
Overlier Potable Forebearance, AFY	-	50	198	288	288
Overlier Non-Potable Forebearance, AFY	353	360	392	418	418
Reallocation of Unused Overlier Rights, AFY	992	964	874	825	825
Return Flow Credits, AFY	280	514	868	922	1,155
Storm Water, AFY	241	241	241	241	241
Recycled Water, AFY	1,720	2,030	2,460	2,520	2,480
<b>Subtotal Local Supply , AFY</b>	<b>4,853</b>	<b>5,426</b>	<b>6,300</b>	<b>6,481</b>	<b>6,674</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (26%), AFY	3,531	3,221	2,982	2,627	2,352
Yuba Accord, AFY	82	74	69	61	54
AVEK Nickel, AFY	1,335	1,217	1,127	993	889
Ventura, AFY	2,041	1,862	1,724	1,518	-
SGPWA Carryover Water, AFY	1,061	968	896	790	707
Sites Reservoir, AFY	-	-	286	571	1,143
Additional SWP Transfers/Exchanges, AFY	204	186	172	152	136
<b>Subtotal Imported Supply, AFY</b>	<b>8,253</b>	<b>7,528</b>	<b>7,256</b>	<b>6,712</b>	<b>5,282</b>
<b>Total Supply, AFY</b>	<b>13,107</b>	<b>12,954</b>	<b>13,557</b>	<b>13,193</b>	<b>11,956</b>
From Banked Beaumont Basin Storage, AF	(1,488)	(402)	63	1,197	3,082
<b>Total Withdrawn from Storage during Dry Period, AF</b>	<b>(5,951)</b>	<b>(1,610)</b>	<b>253</b>	<b>4,790</b>	<b>12,329</b>

**Notes:**

1. Modified Table 7-14 from the BCVWD 2020 UWMP to include Ventura Water.
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

**Table 9-15 Water Service Reliability Assessment for 5 Consecutive Dry Years**

	YEAR				
	2025	2030	2035	2040	2045
<b>DEMAND</b>					
Potable Water Demand, AFY	13,224	14,280	15,419	16,313	17,110
Supplemental Water to Non-Potable System, AFY	276	246	228	278	328
Non-Potable Water Demand, AFY	1,992	2,210	2,513	2,596	2,613
Total Water Demand, AFY	15,492	16,736	18,160	19,187	20,051
<b>Total Water Demand (30% Demand Reduction), AFY</b>	<b>10,844</b>	<b>11,715</b>	<b>12,712</b>	<b>13,431</b>	<b>14,036</b>
<b>LOCAL SUPPLY</b>					
Groundwater					
Edgar Canyon, AFY	1,305	1,305	1,305	1,305	1,305
Beaumont Basin Available, AFY					
Overlier Potable Forebearance, AFY	-	47	185	269	269
Overlier Non-Potable Forebearance, AFY	330	336	366	390	390
Reallocation of Unused Overlier Rights, AFY	926	900	816	770	770
Return Flow Credits, AFY	280	514	868	922	1,155
Storm Water, AFY	241	241	241	241	241
Recycled Water, AFY	1,720	2,030	2,460	2,520	2,480
<b>Subtotal Local Supply , AFY</b>	<b>4,801</b>	<b>5,373</b>	<b>6,241</b>	<b>6,417</b>	<b>6,610</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (24%), AFY	3,259	2,973	2,753	2,425	2,171
Yuba Accord, AFY	75	69	64	56	50
AVEK Nickel, AFY	1,335	1,217	1,127	993	889
Ventura, AFY	1,884	1,718	1,591	1,402	-
SGPWA Carryover Water, AFY	980	894	827	729	653
Sites Reservoir, AFY	-	-	286	571	1,143
Additional SWP Transfers/Exchanges, AFY	188	172	159	140	126
<b>Subtotal Imported Supply, AFY</b>	<b>7,721</b>	<b>7,043</b>	<b>6,807</b>	<b>6,316</b>	<b>5,032</b>
<b>Total Supply, AFY</b>	<b>12,523</b>	<b>12,415</b>	<b>13,048</b>	<b>12,733</b>	<b>11,642</b>
From Banked Beaumont Basin Storage, AF	(1,678)	(700)	(336)	698	2,394
<b>Total Withdrawn from Storage during Dry Period, AF</b>	<b>(8,392)</b>	<b>(3,501)</b>	<b>(1,678)</b>	<b>3,491</b>	<b>11,968</b>

**Notes:**

1. Modified Table 7-15 from the BCVWD 2020 UWMP to include Ventura Water.
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

**Table 9-16 Water Service Reliability Assessment for 6 Consecutive Dry Years**

	YEAR				
	2025	2030	2035	2040	2045
<b>DEMAND</b>					
Potable Water Demand, AFY	13,224	14,280	15,419	16,313	17,110
Supplemental Water to Non-Potable System, AFY	276	246	228	278	328
Non-Potable Water Demand, AFY	1,992	2,210	2,513	2,596	2,613
Total Water Demand, AFY	15,492	16,736	18,160	19,187	20,051
<b>Total Water Demand (40% Demand Reduction), AFY</b>	<b>9,295</b>	<b>10,042</b>	<b>10,896</b>	<b>11,512</b>	<b>12,031</b>
<b>LOCAL SUPPLY</b>					
Groundwater					
Edgar Canyon, AFY	1,367	1,367	1,367	1,367	1,367
Beaumont Basin Available, AFY					
Overlier Potable Forebearance, AFY	-	40	158	231	231
Overlier Non-Potable Forebearance, AFY	283	288	314	335	335
Reallocation of Unused Overlier Rights, AFY	793	771	699	660	660
Return Flow Credits, AFY	280	514	868	922	1,155
Storm Water, AFY	241	241	241	241	241
Recycled Water, AFY	1,720	2,030	2,460	2,520	2,480
<b>Subtotal Local Supply , AFY</b>	<b>4,684</b>	<b>5,251</b>	<b>6,107</b>	<b>6,275</b>	<b>6,468</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (25%), AFY	3,395	3,097	2,867	2,526	2,262
Yuba Accord, AFY	79	72	66	58	52
AVEK Nickel, AFY	1,335	1,217	1,127	993	889
Ventura, AFY	1,963	1,790	1,658	1,460	-
SGPWA Carryover Water, AFY	1,021	931	862	759	680
Sites Reservoir, AFY	-	-	286	571	1,143
Additional SWP Transfers/Exchanges, AFY	196	179	166	146	131
<b>Subtotal Imported Supply, AFY</b>	<b>7,987</b>	<b>7,285</b>	<b>7,032</b>	<b>6,514</b>	<b>5,157</b>
<b>Total Supply, AFY</b>	<b>12,671</b>	<b>12,537</b>	<b>13,139</b>	<b>12,789</b>	<b>11,625</b>
From Banked Beaumont Basin Storage, AF	(3,376)	(2,495)	(2,243)	(1,276)	406
<b>Total Withdrawn from Storage during Dry Period, AF</b>	<b>(20,258)</b>	<b>(14,972)</b>	<b>(13,459)</b>	<b>(7,658)</b>	<b>2,434</b>

**Notes:**

1. Modified Table 7-16 from the BCVWD 2020 UWMP to include Ventura Water.
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

In all of the assessments, water must be extracted from BCVWD's Beaumont Basin Storage Account. Tables 9-11 through 9-16 clearly indicate the importance of maintaining substantial amounts of water in the storage account. The total amount required to be withdrawn from banked

storage will increase if conservation measures and restrictions described in Section 10 cannot be achieved. If no conservation occurs (worst case, conservative), BCVWD will need to maintain about 12,000 AF in its storage account to meet the demands during a 5 consecutive year dry period.

A summary of the available supplies expected during a 5-year drought, beginning in 2020 are summarized in Table 9-17 (Table 7-17 in the BCVWD 2020 UWMP) below. The results of the Drought Risk Assessment above assume that the demand reductions and conservation measures described in Section 12 (Section 8 in the BCVWD 2020 UWMP) are achieved.

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**Table 9-17 5-Year Drought Risk Assessment**

	YEAR				
	2021	2022	2023	2024	2025
<b>DEMAND</b>					
Potable Water Demand, AFY	12,412	12,604	12,787	12,980	13,500
Non-Potable Water Demand, AFY	1,642	1,664	1,686	1,731	1,992
Total Water Demand, AFY	14,054	14,268	14,473	14,711	15,492
Demand Reduction (%)	0%	10%	20%	25%	30%
<b>Total Water Demand (Including Reductions), AFY</b>	<b>14,054</b>	<b>12,841</b>	<b>11,578</b>	<b>11,033</b>	<b>10,844</b>
<b>LOCAL SUPPLY</b>					
Groundwater					
Edgar Canyon, AFY	1,117	1,173	1,232	1,267	1,305
Beaumont Basin Available, AFY					
Overlier Potable Forebearance, AFY	-	-	-	-	-
Overlier Non-Potable Forebearance, AFY	-	-	-	-	330
Reallocation of Unused Overlier Rights, AFY	2,025	1,826	1,827	2,017	926
Return Flow Credits, AFY	235	246	258	269	280
Storm Water, AFY	-	185	185	185	241
Recycled Water, AFY		1,520	1,580	1,650	1,720
<b>Subtotal Local Supply , AFY</b>	<b>3,377</b>	<b>4,950</b>	<b>5,082</b>	<b>5,388</b>	<b>4,802</b>
<b>BCVWD's Share of Imported Supply</b>					
Table A Allocation (%), AFY	5%	12.5%	18%	26%	24%
Table A Allocation , AFY	679	1,698	2,444	3,531	3,259
Yuba Accord, AFY	16	39	57	82	75
AVEK Nickel, AFY	1,335	1,335	1,335	1,335	1,335
Ventura, AFY	393	981	1,413	2,041	1,884
SGPWA Carryover Water, AFY	204	510	735	1,061	980
Sites Reservoir, AFY	-	-	-	-	-
Additional SWP Transfers/Exchanges, AFY	39	98	141	204	188
<b>Subtotal Imported Supply, AFY</b>	<b>2,665</b>	<b>4,661</b>	<b>6,125</b>	<b>8,253</b>	<b>7,721</b>
<b>Total Supply, AFY</b>	<b>6,042</b>	<b>9,611</b>	<b>11,207</b>	<b>13,641</b>	<b>12,523</b>
From Banked Beaumont Basin Storage, AF	8,012	3,230	372	(2,608)	(1,679)
<b>Total Withdrawn from Storage during Dry Period, AF</b>	<b>8,012</b>	<b>11,242</b>	<b>11,614</b>	<b>9,006</b>	<b>7,327</b>

**Notes:**

1. Modified Table 7-17 from the BCVWD 2020 UWMP to include Ventura Water.
2. The demands in the above table have been updated to include the demands for the 14201 California Ave. Project.

## **10. Water Shortage Contingency Plan**

As a companion to the BCVWD 2020 UWMP and required by the State, the District prepared and approved the BCVWD 2020 Water Shortage Contingency Plan (WSCP) as a strategic planning process to prepare for and respond to water shortages. As part of this new requirement, BCVWD will assess each year's water supplies to determine if there was a water volume shortage for that year. Based on the water shortage, the District may implement one of the six water conservation levels (shown in Table 10-1 below), as defined in the District's WSCP, to encourage or require water conservation among its service area. The 14201 California Avenue Development will be subject to these water conservation levels as dictated by BCVWD.

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**Table 10-1 Water Shortage Contingency Levels**

<b>DWR Table 8-1 Water Shortage Contingency Plan Levels</b>		
<b>Shortage Level</b>	<b>Percent Shortage Range</b>	<b>Shortage Response Actions (Narrative description)</b>
1	Up to 10%	Up to 10% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes voluntary public demand reduction of 10%, and community outreach encouraging conservation.
2	Up to 20%	Up to 20% reduction in normal, "long term" water supply (including conjunctive use water in storage); includes any actions from Shortage Level 1. Response actions include mandatory 10% reduction - Increased public outreach, restaurants serve water upon request, lodging must offer opt out of linen services
3	Up to 30%	Up to 30% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1 and 2. Response actions include mandatory 20% reduction - limit landscape irrigation to certain number of days per week
4	Up to 40%	Up to 40% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1, 2 and 3. Response actions include mandatory 25% reduction - limit irrigation of lawns to once a week except for lawns and turf irrigate with recycled water, restrict water use for decorative water features, limit filling of pools only to cases where appropriate cover is in place
5	Up to 50%	Up to 50% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1 - 4. Response actions include mandatory 30% reduction - prohibit filling of swimming pools, washing of automobiles only limited to facilities using recycled water, prohibit potable water use for construction activities, industrial water users required to reduce water use (food processing, concrete mixing plant)
6	>50%	Greater than 50% reduction in normal, "long term" water supply (including conjunctive use water in storage); response actions includes any actions from Shortage Levels 1 - 5. Response actions include mandatory 30% reduction - prohibit landscape irrigation except for irrigation with use of recycled water, industrial water users required to further reduce water use (food processing, concrete mixing plant)
<b>NOTES:</b>		

Notes:

1. Taken from Table 8-1 in the BCVWD 2020 UWMP.

## 11. Conclusion

1. The projected water demand from the 14201 California Avenue Development project is 56,099 gpd (63 AFY) of which 31,323 gpd (35 AFY) is outdoor, non-potable water use. This equates to approximately 0.5% of the District existing water demand for 2025.
2. The 14201 California Avenue development project was **not** included in the list of planned development projects in BCVWD's 2020 UWMP. To clarify, when the District was preparing the basis for future water demands within the District's service area in the BCVWD's 2020 UWMP, the District utilized the potable water demands from various projects within the District's Sphere of Influence. Because the project was not identified at the time of the District's Urban Water Management Plan, there would be an increase in projected water demands.
3. BCVWD prepared a series of White Papers which analyzed the regional (SGPWA) imported water supply requirements and funding requirements. These White Papers are referenced within this WSA. The basis for the White Papers was a regional spreadsheet demand model, developed by BCVWD, which was reviewed by the City of Banning and YVWD.
4. The White Papers indicate that SGPWA can obtain sufficient imported water supply to supplement local supplies to meet regional needs including BCVWD's needs. The White Papers also indicated that adequate funding is available to implement the imported water projects currently planned for the short and long terms.
5. As reflected in Tables 9-11 – 9-17, Ventura Water adds an additional 10,000 acre-feet of available Table A water to the available supplies. These additional available water supplies ensure the District has the capabilities to provide adequate water supply until the construction of the Sites Reservoir project.
6. BCVWD prepared and adopted a Potable Water Master Plan which identified water needs and facility needs to build-out. The BCVWD 2020 UWMP identified recycled water from the City of Beaumont for non-potable water irrigation with a plan for the recharge of surplus recycled water with appropriate treatment and permits. The City and BCVWD signed a Memorandum of Understanding (MOU) in 2019 which began the process of an agreement for purchase of recycled water by BCVWD. In addition, storm water capture and other local water resource projects were identified. One of these projects, MDP-Line 16, (Grand

Avenue Storm Drain) was recently constructed by the Riverside County Flood and Water Conservation District and BCVWD. The storm drain will be partially funded through a grant from the Santa Ana Watershed Project Authority.

7. SGPWA and BCVWD have made financial commitments to the Sites Reservoir project Phase 1 studies and will commit funds to Phase 2.
8. Adequate water supply exists, or is planned, for the 14201 California Avenue development project to 2045 and beyond as outlined in Section 9. BCVWD can meet the Project needs as well as BCVWD's existing demands and the demands of the other planned developments within BCVWD's service area which are listed in the 14201 California Avenue WSA.
9. Multiple dry-year reliability analysis demonstrates that BCVWD will be able to meet its existing demands and the demands of the other planned developments within its service area which were listed in the 14201 California Avenue WSA. BCVWD will supplement its existing supply sources during these dry periods with banked water in BCVWD's Beaumont Basin Groundwater Storage Account, and implement its Water Shortage Contingency Plan, when appropriate.
10. Pursuant to §10910 of the California Water Code (SB 610) and information provided in the 14201 California Avenue WSA, BCVWD has determined that currently available and planned supplies are sufficient to meet the water demands of the proposed 14201 California Avenue project in addition to the existing and other planned project demands during normal, single dry and multiple dry years over the next 20 years, as outlined in Sections 6 through 9 in this WSA.
11. Pursuant to the California Government Code Section 66473.7, (SB 221) BCVWD has determined that it has sufficient and adequate water supply available to serve the long-term needs of the 14201 California Avenue development in addition to the existing and other planned project demands during normal, single dry and multiple dry years over the next 20 years, as outlined in Sections 6 through 9.

## **12. References**

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White Paper No 2, Role of Groundwater Storage and Banking in Meeting State Project Water (SPW) Requirements for SGPWA and BCVWD, prepared by BCVWD, November 15, 2017.

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Appendix F, San Geronio Pass Water Agency 2020 UWMP

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**Appendix “A”**

**2020 BCVWD Urban Water Management Plan**

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**Appendix “B”**  
**Site Plan (Full Size)**

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**Appendix “C”**  
**ROW Landscape Exhibit**

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**Appendix “D”**  
**2020 SGPWA Urban Water Management Plan**

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## Item 10c

# BEAUMONT-CHERRY VALLEY WATER DISTRICT GENERAL MANAGER'S REPORT

**DATE:** October 2024  
**TO:** Board of Directors  
**FROM:** Dan Jagers, General Manager

TABLE A - REPORT HIGHLIGHTS	REPORT PAGE #
HR Activity	2
Water Production	3
2024 Goals update	4

## HUMAN RESOURCES

**Policies and Procedures:** To date, ongoing revisions of Personnel policies are at 96% completion ensuring District policies remain up-to-date and in line with industry standards. Following 100 percent completion, a regular routine review of policies will begin, in order to ensure that District policies and procedures align with current law and industry best practices. Staff continues to optimize collaboration and streamlining processes while upholding quality standards.

**Recruitment Success Across Teams.** The District has a record-breaking average time to fill of 18 days, a record short time frame in recent history. This success demonstrates the newly implemented more efficient recruitment processes and ensures minimal disruption to departmental operations that ultimately saves the District its financial resources.

**Employee Health and Safety Focus:** For the month of September, there were still zero workplace injury claims, which underscores the company's strong commitment to maintaining a safe and healthy work environment. This reflects the diligent efforts of staff in adhering to ergonomic and safety guidelines, ensuring the proper setup of workstations, following equipment safety protocols, and staying compliant with all health and safety regulations.

**Training Compliance:** Plans are underway to implement CERT (Community Emergency Response Team) training for both field and office employees, aimed at enhancing their emergency preparedness and response capabilities. This training initiative is expected to be fully completed by the end of the year, equipping staff with vital skills to handle emergencies effectively and ensuring a safer, more resilient workplace.

This report highlights the ongoing efforts to optimize personnel management, streamline recruitment processes, and prioritize employee well-being and safety.

<b>TABLE B – HR Activity as of September 30, 2024</b>	
Total Current Employees (Excluding Board Members)	47
Full-Time Employees	45
Part-Time	1
Temporary	1
Interns	0
Separations / Retirements	0
Retired Employee(s)	0
New Hires	0
Recruitments in progress	0

## OPERATIONS

Rash of recent backflow device thefts: The District's Cross-Connection Specialist/Non-Potable Water Supervisor is collaborating with the Beaumont Police Department to identify the serial numbers of stolen backflow devices and to provide support in the investigation as needed. Backflow thefts have significantly decreased in recent weeks as the investigation continues.

Well 1A and 2A redrill project: This project has been put on hold pending a review of a neighboring agency's efforts on a new well drilling project to better understand zone testing results related to Chromium VI mitigation. Staff has received the zone testing data and is collaborating with the well drilling contractor to ensure that the Well 1A and 2A redrill project proceeds with a clear understanding of the Chromium VI data collection. Mobilization of the well drilling equipment has started. . District staff is working with the City of Beaumont to determine options for flushing the wells due to the ongoing construction of Stewart Park.

Noble Pipeline (Cherry Avenue & International Park): The project consists of construction of approximately 2,250 LF of 24" ductile iron and 134 LF of 30" ductile iron pipe. The District's contractor (MCC Equipment Rentals) has begun work on this project with District staff providing inspection and support activities. This project is funded by District Capital Expansion funds and an ARPA grant and is anticipated to be completed by late November.

"B" Line Upper Edgar Transmission Pipeline Project: The project consists of construction of approximately 3,000 LF of 12" ductile iron pipe which will replace an old 10" riveted steel pipeline within Edgar Canyon, below the Upper Edgar Storage Tank. Bids have been received and a recommendation to award a contract is presented in the October 24, 2024 Engineering Workshop Agenda. This project is funded by District Capital Replacement Reserve funds and ARPA grant.

Field Office Rehabilitation Project: Rehabilitation efforts at the 12th and Palm Field Office are ongoing. Mold mitigation, performed by an external vendor, has been completed, followed by mold testing. The external siding and trim have been replaced, painted, and an additional weather barrier wrap has been installed behind the panels to prevent future vulnerabilities and potential leaks. A second restroom has been constructed along with complete rehabilitation of the existing restroom. Drywall and insulation have been installed, textured and painted. Flooring has been replaced and furniture has been ordered. Staff anticipate completion of the project in the coming weeks.

Leaks repaired: July 2024: Seven main line leaks and zero service line leaks were addressed.

TABLE C – Groundwater Production

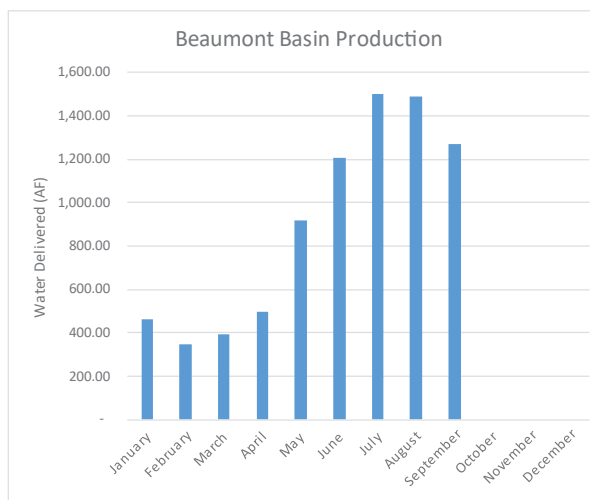


TABLE D – Groundwater Production

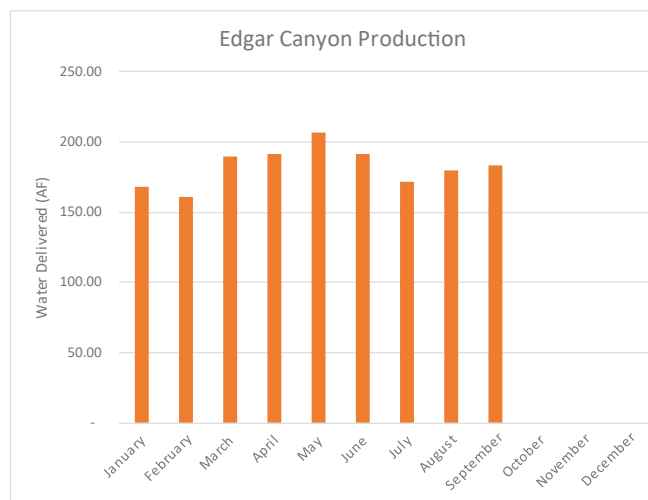
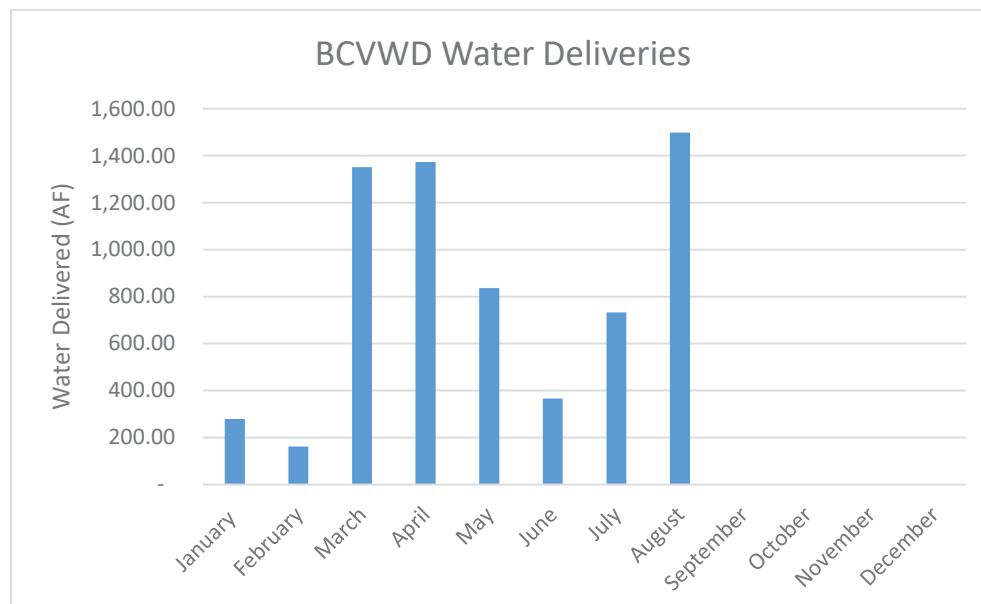


TABLE E – Total Monthly Imported Water Delivery



## EXECUTIVE OFFICE

Riverside County Grand Jury: On June 10, 2024, the Riverside County Grand Jury released a report on the county's 226 special districts, titled "Riverside County Special Districts: Obscure Local Government." The report found that districts "remain largely unnoticed, operate with inadequate oversight, and serve residents who have limited knowledge about their governance ..." BCVWD did not receive timely notice of the availability of this report and therefore did not respond during the comment period which ended Sept. 10. View the report here:

[Grand Jury Report](#)

TABLE F – Goals for 2024

	Goal	Status
1	Improve customer communication and service	<b>Accomplished</b> The efforts of employees were recognized and celebrated during the week of Oct. 7 - 10: Water Professionals Week AND Customer Service Week
2	Adhere to State and Federal drinking water standards, focusing on regulatory water quality sampling	<b>On target</b> Samples taken so far in 2024 are in compliance with drinking water standards. Sampling will continue through 2024 and beyond.
3	Upgrade infrastructure	<b>CIP Projects Accomplished or in progress in 2024:</b> <ul style="list-style-type: none"><li>• Elm Avenue Replacement Pipeline</li><li>• 5th Street &amp; Michigan Replacement Pipeline</li><li>• 3040 Pressure Zone Cherry Ave / International Park Road Transmission Pipeline</li><li>• </li><li>• 2022-2023 Service Replacements</li><li>• Pennsylvania widening - facilities relocation</li></ul>
4	Complete deployment of the AMR / AMI project	<b>Accomplished</b> Final grant report submitted and accepted.
5	Advance Capital Improvement Projects	<b>Accomplished. Advancements made on:</b> <ul style="list-style-type: none"><li>• Wells 1A and 2A replacement</li><li>• Replacement pipeline projects</li><li>• Service Lateral replacements</li><li>• Noble Tank No. 2</li><li>• B Line Upper Edgar Transmission Pipeline</li><li>• Potable Pressure Zone 2850 to 3040 Booster Station</li><li>• Well Feasibility and Siting Study completed</li></ul>

TABLE G - General Manager's activity status

A - DISTRICT HAPPENINGS		
A1	AMR / AMI Project  SUPPORTS GOAL 4	The Operations staff and IT department have successfully transitioned all Automatic Meter Reading (AMR) meters to network mode, enabling meter readings directly through the Automated Meter Infrastructure (AMI) system. Operations and IT are working on the reprogramming of repeaters and collectors to increase output power further extending the range for each station. These upgrades will undergo further testing as new collector and repeater facilities are brought online.
A2	Cost of Service Study (Water Resources Economics)	See update on page 1, and related article, Attachment 2
A3	Capacity Charges Study (Raftelis)  SUPPORTS GOAL 7	Staff identified that there is some remaining work to do in order to provide complete data to Raftelis. Staff is working through the forecasted future water demands and analyzing the impacts from Making Conservation a Way of Life along with other items like Chromium 6 and Sites Reservoir.
A4	Operations Center  SUPPORTS GOALS 1 AND 7	Staff continues to search for appropriate solutions based on Board direction. Purchase of a large lot is in progress for future development into needed operations space.
A5	Well drilling 1A and 2A  SUPPORTS GOALS 3 AND 7	Project is ongoing. Mobilization and drilling efforts are anticipated to begin by the end of October. See detail earlier in this report.
A6	Cherry Valley Boulevard Temporary Services  SUPPORTS GOAL 1	The Board approved the CEQA Notice of Exemption at the 7/25/24 meeting and the LAFCO annexation process for each property is in motion. Staff is working on the draft LAFCO application packages, then scheduling meetings with the property owners in the next few weeks.
A7	Policies and Procedures Manual	<p>The revisions to the Policy Manual are almost 100 percent complete.</p> <p>Starting in 2021, the Personnel Committee began meeting monthly rather than bi-monthly, due to the workload of producing policy revisions. With the revisions now close to completion, staff may recommend returning to a bi-monthly schedule for 2025 and beyond.</p> <p>The Personnel Committee reviewed policy recommendations at the 10/15 meeting, and two were recommended to move forward to the full Board.</p> <p>Preliminary analysis and drafts are in process for Administrative policies slated for possible update. These are not HR-related so will come directly to the Board.</p>

		<p>A first draft of revision of the following policies (as requested by Director Williams) has been prepared and is being reviewed internally:</p> <p>Policy 4060 Training, Education and Conferences  Policy 4065 Remuneration / Director per diem fees  Part II Section 14 – Payment of Expenses  Part II Section 15 – Expenditure Reimbursement</p> <p>Staff may recommend the 2025 Board President establish an ad hoc committee to review Manual Part II in entirety and make recommendations to the Board.</p>
A8	2024-2025 Informal Compensation Review	Human Resources, in collaboration with the Finance Department and the GM, is currently undertaking an internal compensation review as mandated by Article 39 of the 2022-2026 Memorandum of Understanding (MOU).
<b>B - LOCAL AGENCY HAPPENINGS</b>		
B1	<p>City of Beaumont – Cooperative Agreement (encroachment permit / paving)</p> <p>SUPPORTS GOALS 3 AND 7</p>	The cooperative agreement has been executed and is now in effect. BCVWD is moving forward with 45 to 50 open encroachment permits that require paving. The paving will be done under the new standard and the District's paving contractor price is approximately \$80,000. This represents a savings over what would have been the cost without the co-op agreement.
B2	<p>City of Beaumont – Recycled Water Agreement</p> <p>SUPPORTS GOALS 1, 3, &amp; 7</p>	The City is producing a term sheet to be submitted to BCVWD.
B3	City of Beaumont Landscape Ordinance	Staff is working internally on revised language to further expand on the District's position related to turf conversion and is formulating a letter to be disseminated to HOAs and/or homeowners who have homes that were constructed after a certain date which disallowed turf conversion.
B4	Beaumont Basin Watermaster (BBWM)	District staff handled two Public Information Act requests for the BBWM. The Safe Yield redetermination report will be presented for final approval at the December 4 meeting. The safe yield for the period 2023 to 2032 is 7,100 acre-feet per year.
<b>C - CALIFORNIA HAPPENINGS</b>		
C1	<p>SWRCB Chromium 6 MCL update</p> <p>SUPPORTS GOAL 2</p>	Hexavalent Chromium Maximum Contaminant Level (MCL) of 10 ug/L became effective October 1, 2024. According to California Code of Regulations, title 22, section 64432, (a copy of the regulation is linked here: <a href="#">Final Regulation Text (ca.gov)</a> ) each community and nontransient-noncommunity water system must initiate monitoring within six months of the October 1, 2024, effective date. Initial monitoring consists of one hexavalent chromium sample from all active groundwater and surface water sources. The samples must be analyzed by a certified lab using either analytical method 218.6 or 218.7. If a source sample result is above the MCL, the water system must initiate quarterly monitoring for that source. Standby sources must also be sampled.

C2	Zero Emission Trucks – Advanced Clean Fleet rules  SUPPORTS GOAL 2	No new information.
C3	AB 1668 and SB 606: Making Conservation a California Way of Life (MCAcWL)	At its meeting of October 16, the California Water Commission considered regulations for a new Model Water Efficient Landscape Ordinance (MWELO), intended to work with the MCAcWL. The presentation can be viewed here: <a href="#">MWELO Presentation</a> And the draft regulation can be found here: <a href="#">MWELO draft regulation</a>
C4	Sites Reservoir <a href="https://sitesproject.org/">https://sitesproject.org/</a>	A joint meeting has been scheduled on Nov. 19 for the Sites ad hoc Committee (both SGPWA and BCVWD).  The Sites Project Authority announced its first land purchase of 816 acres west of Maxwell, CA. The latest Sites Status Report is attached herewith (Attachment 5)  A handful of native American tribes have voiced opposition in the public hearings for water rights to the Sites Reservoir. The concerns focus on sacred sites and cultural impacts. View the hearings on the SWRCB YouTube channel: <a href="https://www.youtube.com/@swrcbadministrativehearing728">https://www.youtube.com/@swrcbadministrativehearing728</a>
C5	State Water Project (SWP)	A SWP Operations and Planning Update was presented to the California Water Commission on October 16. View the PowerPoint presentation here: <a href="https://cwc.ca.gov/-/media/CWC-Website/Files/Documents/2024/10_October/October2024_Item_13_Attach_3_SWP_DWROps_Final.pdf">https://cwc.ca.gov/-/media/CWC-Website/Files/Documents/2024/10_October/October2024_Item_13_Attach_3_SWP_DWROps_Final.pdf</a>  From the L.A. Times 10/2/2024: DWR officials have decided to curtail additional water flows intended to support endangered fish in the Delta this fall. Article: <a href="https://www.latimes.com/environment/story/2024-10-02/california-water-flow-requirement-debate">https://www.latimes.com/environment/story/2024-10-02/california-water-flow-requirement-debate</a>  See also Attachment 3 – article from ACWA
C6	Delta Conveyance Project (DCP)	On Oct. 1, Director of the California Department of Water Resources (DWR) Karla Nemeth, attended a roundtable at East Valley Water District and discussed the importance of investing in the DCP. EMWD press release, here: <a href="https://www.emwd.org/news/states-top-water-manager-urges-solutions-delta-conveyance-regional-roundtable">https://www.emwd.org/news/states-top-water-manager-urges-solutions-delta-conveyance-regional-roundtable</a>  The Delta Stewardship Council released the Delta plan Five-Year Review 2024, available here: <a href="https://deltacouncil.ca.gov/pdf/delta-plan/2024-09-26-2024-five-year-review.pdf">https://deltacouncil.ca.gov/pdf/delta-plan/2024-09-26-2024-five-year-review.pdf</a>  The DWR released a draft Implementation Plan and Guidelines for the DCP's Community Benefits Program. The program includes a Delta Community Fund, Economic

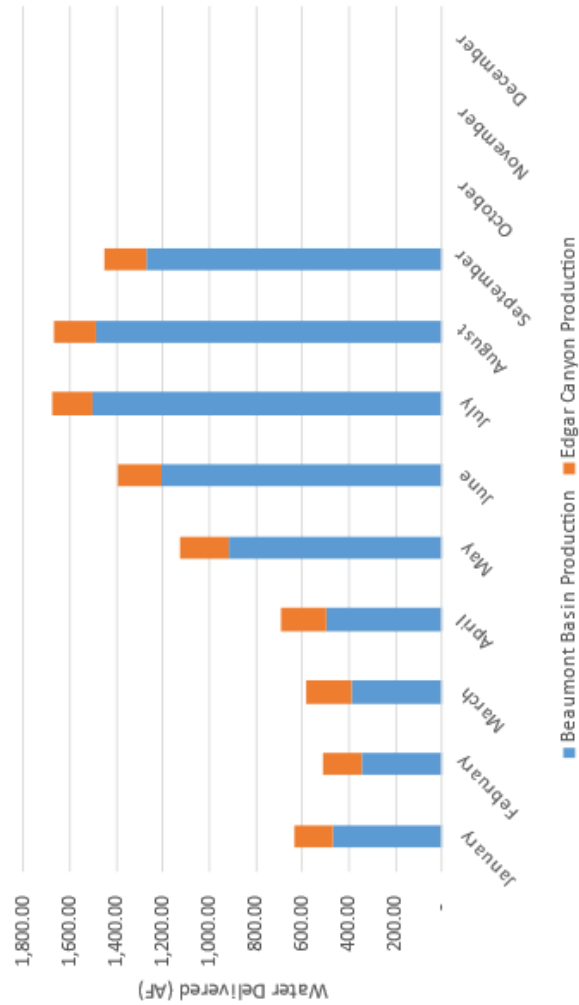
		Development, Integrated Benefits, and Community Benefits Agreements. Read the draft here: <a href="https://water.ca.gov/Programs/State-Water-Project/Delta-Conveyance/Community-Benefits-Program">https://water.ca.gov/Programs/State-Water-Project/Delta-Conveyance/Community-Benefits-Program</a>
C7	State Water Resources Control Board (SWRCB)	Like BCVWD, the State Water Resources Control Board (SWRCB) is required to adopt fees to recover costs incurred to operate water rights and water quality programs. At its meeting of Sept. 18, the SWRCB approved rate increases in a new 2024-2025 fee schedule. Increases to fees for public water systems, groundwater recharge permits, NPDES stormwater, wastewater discharge permits, and a 50 percent increase in water rights fees were included.

#### ATTACHMENTS

1. BCVWD Water Report – October 2024
2. Best, Best & Kreiger article: “The Shifting Landscape of Water Rate Setting” 10/8/2024
3. Association of California Water Agencies Water News: “DWR previews new water year” 9/26/2024
4. NY Times article of interest: “Amid Sewage Spills and Rising Prices...” 10/14/2024
5. Sites Reservoir Authority Monthly Status Summary – September 2024

WATER REPORT - OCTOBER 2024																																																																
WATER CONNECTION SUMMARY					<div><div>Total Groundwater Production</div><table><thead><tr><th>Month</th><th>Beaumont Basin Production (AF)</th><th>Edgar Canyon Production (AF)</th><th>Total (AF)</th></tr></thead><tbody><tr><td>January</td><td>440.00</td><td>100.00</td><td>540.00</td></tr><tr><td>February</td><td>350.00</td><td>100.00</td><td>450.00</td></tr><tr><td>March</td><td>300.00</td><td>150.00</td><td>450.00</td></tr><tr><td>April</td><td>450.00</td><td>150.00</td><td>600.00</td></tr><tr><td>May</td><td>800.00</td><td>200.00</td><td>1,000.00</td></tr><tr><td>June</td><td>1,000.00</td><td>200.00</td><td>1,200.00</td></tr><tr><td>July</td><td>1,400.00</td><td>200.00</td><td>1,600.00</td></tr><tr><td>August</td><td>1,400.00</td><td>200.00</td><td>1,600.00</td></tr><tr><td>September</td><td>1,400.00</td><td>200.00</td><td>1,600.00</td></tr><tr><td>October</td><td>1,400.00</td><td>200.00</td><td>1,600.00</td></tr><tr><td>November</td><td>1,400.00</td><td>200.00</td><td>1,600.00</td></tr><tr><td>December</td><td>1,400.00</td><td>200.00</td><td>1,600.00</td></tr></tbody></table></div>								Month	Beaumont Basin Production (AF)	Edgar Canyon Production (AF)	Total (AF)	January	440.00	100.00	540.00	February	350.00	100.00	450.00	March	300.00	150.00	450.00	April	450.00	150.00	600.00	May	800.00	200.00	1,000.00	June	1,000.00	200.00	1,200.00	July	1,400.00	200.00	1,600.00	August	1,400.00	200.00	1,600.00	September	1,400.00	200.00	1,600.00	October	1,400.00	200.00	1,600.00	November	1,400.00	200.00	1,600.00	December	1,400.00	200.00	1,600.00
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Annual Total	529	884	628	291																																																												
Avg / Mo.	44.1	73.7	52.3	72.8																																																												
Total connections (unaudited)				20,809	21,437	21,728																																																										
2024 WATER PRODUCTION TOTALS (ACRE-FEET)																																																																
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total																																																			
Beaumont Basin Production	465.85	347.59	391.98	500.63	920.46	1,206.10	1,502.64	1,491.33	1,271.74	-	-	-	8,098.32																																																			
Edgar Canyon Production	168.10	160.96	189.98	191.48	206.46	191.79	172.25	180.32	183.78	-	-	-	1,645.12																																																			
Total Groundwater Production	633.95	508.55	581.96	692.11	1,126.92	1,397.89	1,674.89	1,671.65	1,455.52	-	-	-	9,743.44																																																			

Total Groundwater Production



■ Beaumont Basin Production ■ Edgar Canyon Production



## Attachment 2

Legal Alerts | 10/08/2024

# The Shifting Landscape of Water Rate Setting

## New legislative developments for a post-*Coziahr* world.

The landscape for water rate setting in California is quickly evolving, and public agencies face growing challenges adjusting to new and complex standards when establishing or increasing water fees and charges. For example, in *Coziahr v. Otay Water District*, the San Diego Court of Appeal recently struck down Otay Water District's tiered water rates, suggesting increased scrutiny on evidence supporting tiered water rates, and further ruled that substantial refunds are available in a Proposition 218 case. The Riverside Court of Appeal is set to hear a similar case concerning San Diego's water rates.

These cases, in addition to other recent and pending opinions, are part of a growing universe of rate cases that continue to evolve the rate-setting environment for public agencies in California. Partly in response to these challenges, Governor Newsom recently signed three new bills governing rate-setting under Proposition 218. The laws come at a critical time to bolster the ability of public agencies to establish and defend vital revenue streams for property-related services.

BBK will host a webinar series titled "The Shifting Landscape of Water Rate Setting – Proposition 218 Compliance after *Coziahr*" in the month of November to dive more deeply into the implications of these developments. Learn more about the webinar.

In the meantime, below is a brief summary of the new laws that serves as an important reference for rate-setting entities.

**AB 1827 – Recovering Incremental Costs for Water Use:** Proposition 218 prohibits water providers from imposing fees for water service that exceed the proportional cost of service to a parcel. Courts interpret this restriction to allow public agencies to allocate incremental costs associated with high water use to tiered water rates or fixed charges, provided such rate structures are supported by evidence. AB 1827 codifies this authority, providing specifically that agencies can consider the higher water usage demand of parcels, maximum potential water use, and projected peak water usage to allocate such costs. Public agencies must continue to justify these incremental costs with evidence of higher usage and increased burden.

**AB 2257 – Administrative Exhaustion Procedure:** California law requires that a litigant first exhaust administrative remedies prior to suing a public agency. However, California courts have previously held that Proposition 218's notice and public hearing requirements are not themselves an adequate remedy, such that a litigant is not required to object during the notice and public hearing process in order to satisfy exhaustion requirements. AB 2257 incorporates these lessons by establishing an independent administrative remedy that must be exhausted prior to any Proposition 218 litigation.

AB 2257's protections only extend to agencies that choose to meet certain specified requirements and procedures, including:

- The agency must make the proposed rates available at least 45 days prior to the deadline for a property owner to submit objections, and provide notice of the administrative remedy procedure in the public hearing notice.
- The agency must post evidence supporting the rates on the agency's website, and mail it to a property owner upon request.
- The agency must provide property owners with a minimum of 45 days in which to submit a written objection alleging noncompliance with Proposition 218.
- The agency must respond in writing to each written objection prior to the close of the public hearing during which the agency considers adopting the fee or assessment in question.

If an agency complies with the requirements of AB 2257, a potential litigant may only bring litigation after timely submission of a written objection. Further, AB 2257 limits any litigation to the administrative record of the proceedings, which avoids costly discovery and the addition of extra-record evidence.

**SB 1072 – Remedies:** Proposition 218 does not specify a refund procedure in the event of a violation. However, California courts have previously found that a litigant can obtain a refund for amounts paid in violation of Proposition 218. When a refund is awarded, agencies must generally pass this cost through to all rate payers as part of the agency's cost of service.

SB 1072 seeks to rectify the pass-through cost by providing that an agency must instead credit ratepayers in the amount attributable to the Proposition 218 violation at any subsequent adoption of rates. Thereby reducing the agency's revenue requirement and the amount collected from ratepayers. SB 1072 applies to water, sewer, and solid waste rates.

The bills described above are important developments that attempt to balance the importance and cost of public utility services with the public's right to participate in the rate-setting process and challenge property-related fees. For additional information or to discuss how these developments may impact your agency please contact your BBK attorney. Additionally, be sure to register for our webinar series entitled "The Shifting Landscape of Water Rate Setting – Proposition 218 Compliance After *Coziahr*" for a deeper dive on these bills with industry leaders. Register for the webinar.

*Disclaimer: BBK Legal Alerts are not intended as legal advice. Additional facts, facts specific to your situation, or future developments may affect subjects contained herein. Seek the advice of an attorney before acting or relying upon any information herein.*



# DWR PREVIEWS NEW WATER YEAR

**BY DEPARTMENT OF WATER RESOURCES SEP 26, 2024 WATER NEWS**

SACRAMENTO – The Department of Water Resources (DWR) today previewed the new Water Year which starts on October 1 by highlighting preparations for more extreme weather events this season following a record hot summer across much of California and a looming La Niña pattern.

Over the past decade, climate extremes have posed significant challenges to water managers, especially the extreme hot and dry conditions that frequently persist well past summer months and into the fall. California is seeing that right now with above-average temperatures forecast into October and no rain in the current forecast. At the same time, the water that California does receive will arrive from more powerful storms, and hotter temperatures will mean less winter precipitation falls as snow and more will arrive as rain, increasing flood risk.

“California has experienced the full range of climate challenges in recent years from extreme drought to severe flooding and we will be seeing more of that in the future,” said DWR Director Karla Nemeth. “To meet these dramatic challenges, California is starting this water year with more accurate forecasting and additional investments in flood protection and groundwater recharge.”

DWR and partner agencies are making California more climate resilient, taking actions to protect and boost California’s water supplies by taking an all-of-the-above approach to creating a resilient water supply in the face of a changing climate.

Investments in Forecast Informed Reservoir Operations and improved data collection on hydrological conditions across the state through DWR’s \$7 million California Stream Gage Improvement Program (CalSIP) will allow California to incorporate the best available science and data into its water management decisions.

California is also investing in protecting Californians from extreme weather events. Floodplain restoration and flood infrastructure projects such as the Lookout Slough Tidal Habitat Restoration and Flood Improvement Project and the Lower Elkhorn Basin Levee Setback Project will work with nature to improve wildlife habitat while reducing flood risk to hundreds of thousands of Californians.

California is also starting this water year with significant progress in bringing groundwater basins across the state closer to long-term sustainability, protecting drinking water supplies against the impacts of climate change. Last winter, DWR launched the Flood Diversion and Recharge Enhancement Initiative, which supports local groundwater recharge efforts that increase the volume

Privacy - Terms

of flood flows diverted from local waterways to recharge areas and expand local capacity to divert and receive future flood flows. DWR has invested over \$100 million in groundwater recharge projects since the Sustainable Groundwater Management Act was signed into law in 2014.

While Lake Oroville, the State Water Project's largest reservoir, is currently 101 percent of average for this date, the latest outlook from NOAA's Climate Prediction Center shows a 71 percent chance of La Niña conditions emerging this fall. While seven of the 10 La Niña events this century resulted in dry years, research also suggests that even as the climate grows hotter and drier overall, the precipitation that California does receive will arrive in stronger storms, increasing the risk from flooding.

"California experienced record heat and dry conditions this summer, drying out the landscape and putting our hydrology behind before the water year even starts," said State Climatologist Dr. Michael Anderson. "While there is still a lot of uncertainty around how La Niña could impact the state this year, we know we can count on it to include extreme conditions."

The record dry conditions this summer broke multiple records across the state for consecutive days of triple digit temperatures. In the critically important Sierra Nevada watersheds, precipitation this fall will be vitally important to ensure the winter snowpack can translate into runoff that fills our reservoirs, which provides a third of the water used in California.

In addition to today's preview of the new Water Year, DWR will also release the 2024 Annual Water Supply and Demand Assessment Summary Report on Monday, September 30. The summary report, which includes water shortage information at the supplier level, as well as regional and statewide analyses of water supply conditions, finds that all suppliers have assessed that they will have adequate supplies to meet demand in the coming year.

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The New York Times

<https://www.nytimes.com/2024/10/14/business/uk-thames-water-sewage-crisis.html>**Attachment 4**

# *Amid a Water Crisis, England Asks: Who Should Be in Charge?*

Four decades after privatization, calls to nationalize the water industry have swept across England and Wales amid sewage spills and rising household bills.



Listen to this article · 9:03 min [Learn more](#)

**By Eshe Nelson** Photographs by **Sam Bush**

Reporting from London and Henley-on-Thames, England

Oct. 14, 2024

On its journey to the North Sea, the River Thames runs through Henley, a picturesque middle-class town about 35 miles west of London. The river is central to the town's identity, which is known for its annual royal regatta and for being the location of the first boat race between Oxford and Cambridge Universities.

Long a source of pride, the river is now a source of alarm.

“In the last two years, it’s just got worse and worse and worse,” said Laura Reineke, 51, a Henley resident who started a local swimming group, the Henley Mermaids.

The water is “murkier, and if you do see vegetation on the bottom, it’s covered in sewage fungus,” she said. While swimming in the Thames, she added, the group has also seen sanitary products caught in the plants, colostomy bags and what appear to be excrement marks on swans.

Nearby, wastewater treatment plants for Thames Water, England’s largest water company, sometimes dispose sewage into the river and local streams, drawing complaints from Henley residents.

Thames Water is not alone. The 10 water utilities in England and Wales, which were privatized in 1989 during a wave of deregulation and free-market liberalization, have become a target of public ire over polluted waterways and rising household bills.

The number of people getting sick from the water is growing, according to data collected by campaign groups and hospital admissions. Surfers Against Sewage, a nonprofit group that tracks water quality around Britain, said more than 1,900 people reported getting ill after entering the water last year, nearly triple the number from previous year. But this was likely just “a glimpse into the true scale” of the problem because it included only reports submitted to the group, it said.



A stream leading from Henley into the Thames. Water utilities have become a target of public ire over polluted waterways.

As anger grows, Henley has become one of the loudest cries in nationwide calls to bring the country's water companies back into public ownership. "Privatization has been a calamity, and in particular in the water industry," said Jo Robb, 47, a district councilor and a member of the Henley Mermaids.

Across England and Wales, insufficient investment in the sewage infrastructure and the water supply has led to a crisis that has been brewing for years. Now, more people are putting the blame on the ownership of the water utilities, which are regional monopolies, predominantly owned by multinational conglomerates and asset managers, including sovereign wealth funds and pension funds. Critics argue that shareholders in the water companies have received billions of pounds in dividends since privatization but failed to put enough money back into the water system while piling up debt.

In June, the Henley Town Council called for the nationalization of Thames Water, which serves about 16 million people, saying the company's track record has been "beyond concerning."

To activists, Thames Water is an ideal starting point to nationalize water utilities because the company is in the most financial distress.

Thames Water, which has debt of about £15 billion, or \$20 billion, said it would run out of cash by May if it was unable to raise more equity. Its shareholders, who own the company through Kemble Water Holdings, include a Canadian pension fund, Abu Dhabi's sovereign wealth fund and a British pension plan for university staff, and they have been reluctant to inject fresh cash amid clashes with regulators over how much to raise customers' bills.

Thames Water faces regulatory fines that will add to its burden. Last month, the country's Water Services Regulation Authority, known as Ofwat, said it intended to fine the company £104 million, a record amount, for spilling untreated wastewater and causing environmental harm, in part because it had not upgraded sewage plants.

The issue intensified in recent years, as more Britons flocked to the waterways after being isolated for pandemic lockdowns. They began to track the extent to which water companies had released sewage near beaches and rivers. In Henley, Dave Wallace, 54, is among a growing class of citizen scientists tracking pollution.



Water is collected from the Thames for analysis. Dave Wallace, a local resident, checked the sample with a phosphate and nitrate testing kit.

“I know too much to swim here,” Mr. Wallace said, standing on a bank of the Thames near Henley in late August, before he dipped a metal canister into the river. He collected a water sample to run tests for phosphates, nitrates and E. coli, something he has been doing at least weekly for the past two years.

Thames Water has said it is planning to upgrade the Henley sewage center by the end of 2026. More broadly, a company spokeswoman said, it had submitted “an ambitious business plan” to Ofwat that would “help us address an aging asset base, climate change and population growth.”

Thames Water might be the starkest example of the crisis, but anger is felt around the country, from Windermere in the Lake District to Brighton’s beaches on the south coast. Regulators are investigating all of the water and wastewater companies in England and Wales over concerns about their releasing sewage outside of exceptional circumstances, such as storms, and for not accurately reporting the pollution. The regulator has warned several of them about the state of their finances.

The average utility bill in England and Wales is £441 a year, higher than some of their European neighbors, like France, but lower than others, such as Norway. Ofwat has proposed increasing consumers’ bills by more than a fifth on average over the next five years.

“People instinctively understand — they can see when they’re being ripped off,” said Clive Lewis, a member of Parliament who has called for public ownership of the water companies. “They can see when things aren’t working.”

When the British government, under Margaret Thatcher, privatized water utilities, it went further than many other countries had. The water and sewage assets were transferred to companies with limited liability and cleared of debt. Shares were floated on the stock exchange, but most of the companies are now privately held, a relatively rare ownership model, though some countries or cities have contracts with private companies for the management of the water systems.

Since privatization, companies have invested £130 billion into the water and sewage system, according to Ofwat, improving leaks and supply disruptions. But they have accumulated about £64 billion in debt, the regulator said, and paid out £53 billion in dividends, according to its latest data from 2023.

The water companies rebut the accusation that shareholder payouts are to blame for insufficient investment. Rather, it is because water bills are too low and have been “artificially suppressed” by Ofwat, said Stuart Colville, the deputy chief executive of Water UK, an industry group.

Charging customers even more would allow water companies to double their investment, to £105 billion, in the next five years, the group said, enabling them to reduce pollution and protect future water supplies, such as building new reservoirs.

“It is not the case that shifting to a publicly owned model in England would improve results,” Mr. Colville said. It would cause disruption and competition for capital, he said, adding that England’s history with public ownership and comparisons with international ownership models suggest nationalization would not improve the situation.

But there is a renewed interest in public ownership. The new government led by the Labour Party has said it will put rail services back into public hands and is setting up a publicly owned energy company.

More than 80 percent of Britons said water companies should be run in the public sector, according to a poll in July. In Scotland and Northern Ireland, the water companies are owned by their governments. In 2001, one of Wales’s water companies became a nonprofit organization.



A stream close to the treatment plant in Henley-on-Thames.



The water in the river is “murkier,” Ms. Reineke said.

However, the British government has said it is not in favor of nationalizing England's water companies.

“Nationalization, which some have advocated, would cost billions of pounds and take years to unpick the current ownership model, leaving sewage pollution in the meantime to get worse and halt the much needed investment,” Steve Reed, the secretary of state for the Department of Environment, Food and Rural Affairs, said in a recent speech.

There is disagreement about how much nationalization would cost, but one estimate, using Ofwat's capital value for the water industry, pegs the public bill to compensate shareholders and debt holders at £99 billion. Given that Britain's public finances are already stretched and the government has warned of a “painful” budget next month, this move seems unlikely.



Britons returned to the country's waterways after pandemic lockdowns were lifted.

That has not deterred the calls for nationalization. As Mr. Reed was meeting with the investors in water companies last month, more than 80 lawmakers met in the Houses of Parliament with campaigners, including the Henley Mermaids.

“We need to adapt our water supplies, and that means investment,” said Mr. Lewis, the lawmaker who helped organize the event. It can't be “siphoned off into private shareholding.”

**Eshe Nelson** is a reporter based in London, covering economics and business news for The New York Times.

**Sites Reservoir Project Monthly Status Report (September)**

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**Monthly Status Summary:**

The development of the Sites Project continues to make progress in the critical areas, including the following activities:

**Engineering:**

- Prepared and submitted a reservoir construction application with the Division of Safety of Dams.
- Continued planning and coordination of Golden Gate Dam value engineering activities.
- Continued development of engineering Opinion of Probable Construction Cost Estimate.

**Coordination with Reclamation:**

- Meetings with Reclamation and DWR to discuss technical aspects of coordinating operations continue.
- The State Water Contractors are providing comments on the Operations Coordination Agreement through DWR.
- Technical discussions with Reclamation involving the technical aspects of the Partnership Agreement (which is the Federal equivalent to the B&O) continue.
- Ongoing coordination with Reclamation on schedule and timing for signing the ROD.

**Environmental Planning and Permitting:**

- Ongoing CEQA litigation support, as needed.
- Continued efforts on testimony, supporting documentation, and preparation for cross-examination for water right hearing. Completion of the water right hearing site visit.
- Continued meetings with Reclamation & USFWS on the Project's Construction Biological Opinion.
- Continued meetings with the Army Corps of Engineers and EPA to resolve comments on the Section 404 permit.
- Continued meetings with CDFW staff on responding to additional information requests for the Project's Operations ITP application.
- Continued coordination with CDFW on the Revised Construction ITP and Master Streambed Alteration Agreement.
- Continued coordination with design and engineering team on Project Delivery planning.

Preparer:	JB, KS, AF, CH, HL, JS, LWH, JR	Authority Agent:	AF, KS, JR	Approver:	Brown	Page:	1	of	2
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## Monthly Status Report Continued

### Operations:

- Continued effort to transition Sites into the CalSim 3 model platform.
- Continued effort on additional modeling in CalSim II for the Operations ITP analysis.
- Continued effort to develop Sites Operations Plan Version 2.1.

### Partner Engagement, Public Outreach & Real Estate:

- Organized a Maxwell Community Project Update Meeting for September 12, 2024.
- Planning for a Virtual Town Hall in 2024 and future 2024 LCWG meetings.
- Continued ongoing coordination with landowners who are part of the Early Acquisition Program.
- Continued coordination with landowners to discuss Temporary Right Of Entry for geotechnical, biological, environmental and cultural field activities and other real estate actions.

### Program Management & Administration:

- Continued coordination with the Environmental Protection Agency on Water Infrastructure Financing and Innovation Act (WIFIA) Master Agreement Loan document development.