



## Staff Report

**TO:** City Council  
**FROM:** Elizabeth Gibbs, City Manager  
Darron Usher, Principal Management Analyst  
**DATE** June 3, 2025  
**SUBJECT:** Approval of Agreement with Varco & Rosenbaum for Specialized Legal Services

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**Description** Request to approve a professional services agreement with Varco & Rosenbaum, Attorneys at Law, to provide specialized legal services for an amount not to exceed \$150,000.

**Background and Analysis:**

On March 3, 2025, City staff was notified of a major sewer mainline failure in the Fairway Canyon community caused by slope erosion behind Hogan Drive homes. The incident led to a manhole collapse and a subsequent 15-inch sewer mainline failure, resulting in a raw sewage spill and the need for emergency response measures.

On March 4, 2025, City Council adopted a Resolution declaring a local emergency and authorized the City Manager to take necessary action, which authorized emergency expenditures in an amount not to exceed \$500,000. City Council directed staff to provide ongoing reports at each subsequent City Council meeting under California Public Contract Code Section 22050, and authorized the City Manager to take all necessary actions to mitigate further damage and ensure public health and safety. The Department of Wastewater, with the assistance of local contractors, have been able to mitigate the emergency over the past two months and is finalizing a closeout resolution.

The City of Beaumont received a Notice of Violation from the Santa Ana Regional Water Quality Control Board on May 7, 2025, regarding recent issues with site compliance and stormwater discharge (Attachment B). The notice highlights the need for immediate and ongoing legal support to ensure compliance with state water quality regulations and to avoid potential fines or enforcement actions.

To address this and other specialized legal needs, staff is seeking to retain Varco & Rosenbaum, a law firm with expertise in municipal law, including environmental compliance, code enforcement, and nuisance abatement (Attachment A). This

agreement would allow the firm to assist in reviewing the violation, providing legal counsel on response strategies, and representing the City in any required proceedings or negotiations with the Regional Water Board.

In addition, Varco & Rosenbaum will support City departments with general municipal legal services such as:

- Advising on code enforcement and nuisance abatement matters.
- Providing legal opinions related to administrative and environmental compliance.
- Drafting enforcement notices, legal filings, and correspondence.
- Representing the City in administrative hearings and court, if necessary.
- Training staff on enforcement practices and legal procedures.

This agreement is essential to strengthen the City's compliance capacity and protect its interests in regulatory and legal proceedings.

**Fiscal Impact:**

The agreement is for an amount not to exceed \$150,000. These legal expenses will be pulled from 100-1300-7068-000S based on services provided.

The estimated cost to prepare this staff report was \$400.

**Recommended Action:**

Approve the agreement with Varco & Rosenbaum for an amount not to exceed \$150,000 and;

Authorize the City Manager to execute the agreement.

**Attachments:**

- A. Agreement & Scope of Work
- B. Notice of Violation from Santa Ana Regional Water Quality Control Board

**ATTORNEYS AT LAW**

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**S.WAYNE ROSENBAUM**

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ENVIRONMENTAL  
LAW GROUP LLP  
Varco & Rosenbaum

May 30, 2025

**Via Email Only**

Elizabeth Gibbs, City Manager  
City of Beaumont  
Beaumont Civic Center  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223  
E: egibbs@beaumontca.gov

Re: Engagement for Legal Services

Dear Ms. Gibbs:

Effective June 3, 2025, Varco & Rosenbaum Environmental Law Group LLP (“ELG”) is pleased to represent the City of Beaumont (“Client”) in matters relating to an enforcement action by the Santa Ana Regional Water Quality Control Board (Region 8) alleging a sanitary sewer spill caused by a slope failure. This letter will set out the formal terms of this firm’s representation of Client and will serve as the agreement by which we will be engaged to represent Client after we have all signed this letter agreement. Unless we enter into a new agreement in writing, this letter will govern all future services we may perform for Client, including new matters that Client requests we handle in the future.

Our experience has shown that the attorney-client relationship works best when there is a mutual understanding about fees, expenses, billing, and payment terms. Therefore, the purpose of this letter is to explain our billing policies and procedures. You are encouraged to discuss with us any questions you have about these policies and procedures. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between Client and the firm.

Client agrees to be truthful with ELG and not withhold information. Further Client agrees to cooperate, to keep ELG informed of any information or developments relevant to the representation, to abide by this agreement, to pay ELG’s bills on time, and to keep ELG advised of any changes to your address, telephone number or email.

**FEES FOR PROFESSIONAL SERVICES**

Our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on your behalf. In special circumstances, which will be discussed with you and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client. ELG acknowledges that the amount billed to Client in this matter is not to exceed \$150,000 without further written authorization by Client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on your behalf. While S. Wayne Rosenbaum will be primarily responsible for the handling of this matter, other attorneys, paralegals, and staff members

may be assigned tasks from time to time as necessary. Client agrees to pay for time spent at the hourly rates reflected on the attached rate sheet. The scheduled rates are subject to change upon 30 days written notice to you.

#### **FEES FOR OTHER SERVICES, COSTS AND EXPENSES**

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include, but are not limited to, mileage at the IRS Standard Mileage Rate, extraordinary telephone and document delivery charges, copying charges at \$0.15 per copy, computer research, court filing fees and other court related fees, and expenditures including court reporting and transcription fees. No separate charge is made for secretarial or word processing services.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and may include costs of other professionals and experts. These are out-of-pocket charges, and we need to have sufficient funds on hand from Client to pay them when due. We will advise you from time to time when we expect items of significant cost to be incurred, and it is required that Client send us advances to cover those costs within ten (10) days of ELG's request.

#### **MONTHLY INVOICES AND PAYMENT**

Monthly invoices will be provided to Client and will reflect both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on Client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter. Our fees are not contingent upon any aspect of the matter. All billings are due and payable within ten (10) days of presentation unless the full amount is covered by the balance of a retainer held in our trust account. Invoices can be paid by check, e-check, or credit card. All credit card payments are subject to a service charge. Failure to pay invoices on a timely basis subjects Client to discontinuance of legal services at the option of ELG. In any event, if a bill is not paid within 30 days, a late charge of 1½% per month on the unpaid balance shall be added to the balance owed, commencing with the next statement and continuing until paid.

Client agrees that all disputes regarding the payment of ELG's fees and costs will be subject to the arbitration and mediation procedures set forth in California Business & Professions Code section 6200.

#### **CLIENT APPROVAL NECESSARY FOR SETTLEMENT**

ELG will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

#### **CONSENT TO USE OF EMAIL AND CLOUD SERVICES**

To provide Client with efficient and convenient legal services, ELG will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve,

there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents. In addition, ELG uses cloud computing services with servers located in a facility other than ELG's office. Some of ELG's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents, and information pertinent to the Client's matter stored through such a cloud-based service.

#### **INSURANCE COVERAGE**

As a matter of professional responsibility, we are required to disclose that this firm carries errors and omissions insurance covering the scope of services we will be providing to you.

#### **TERMINATION**

Client may terminate our services at any time and will be responsible to us only for the payment of fees and costs accrued but not yet paid, plus reasonable fees and costs incurred by us in transferring the case to your new counsel. We reserve the right to terminate our services for good cause, or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which ELG may withdraw are: failure to pay monthly invoices as submitted; failure to provide any requested retainer; failure to cooperate with ELG in this matter; or in the event we determine we cannot continue to represent Client for ethical or practical concerns. If we terminate our services, Client would be required to pay any balance due and reasonable fees and costs incurred by this firm in transferring the case to another attorney.

#### **CONCLUSION OF SERVICES**

When ELG's services conclude, whether by completing the services covered by this agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent ELG has not otherwise delivered it or disposed of it consistent with Client's directions, ELG will retain the case file for a period of three (3) years after which ELG is authorized by this agreement to have the case file destroyed. If Client would like ELG to maintain Client's case file for more than three (3) years after the conclusion of ELG's services for Client on a given matter, a separate written agreement must be made between ELG and Client, which may provide for Client to bear the cost of maintaining the file. In the event Client requests that ELG transfer possession of Client's case file to Client or a third party, ELG is authorized, but not required, to retain copies of the case file at ELG's expense. The case file includes Client materials and property as defined in Rule 1.16(e)(1) of the California Rules of Professional Conduct.

#### **DISCLAIMER OF GUARANTEE AND ESTIMATES**

Nothing in this Agreement and nothing in ELG's statements to Client will be construed as a promise or guarantee about the outcome of the matter. ELG makes no such promises or guarantees. ELG's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises


City of Beaumont  
May 30, 2025  
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or guarantees. Any deposits made by Client, or estimate of fees given by ELG, are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

We are pleased that you have selected ELG to provide representation in this matter, and we look forward to a long and valued relationship with you. If this letter agreement meets with your approval, please sign and date it, and return the original to us. If you have any questions about this letter, or any matter relating to our engagement, please do not hesitate to call.

Yours very truly,

VARCO & ROSENBAUM  
ENVIRONMENTAL LAW GROUP LLP



S. Wayne Rosenbaum

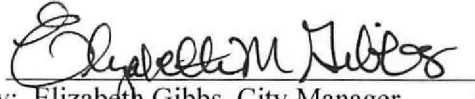
SWR/mt  
Enclosure

**AGREED AND ACCEPTED:**  
City of Beaumont, CA

Dated: \_\_\_\_\_

6/6/25

By: Elizabeth Gibbs, City Manager



Cc: John O. Pinkney ([pinkney@sbemp.com](mailto:john.pinkney@sbemp.com))  
Shannon Doyle ([sdoyle@beaumontca.gov](mailto:shannon.doyle@beaumontca.gov))

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ENVIRONMENTAL  
LAW GROUP LLP  
Varco & Rosenbaum

# Varco & Rosenbaum Environmental Law Group LLP Rate Sheet 2025

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Suzanne R. Varco, partner	\$650.00 per hour
S. Wayne Rosenbaum, partner	\$650.00 per hour
Associate Attorney	\$490.00 per hour
Law Clerk	\$270.00 per hour
Paralegal	\$250.00 per hour



## Santa Ana Regional Water Quality Control Board

March 26, 2025

Thaxton Van Belle  
General Manager of Utilities  
City of Beaumont  
550 E 6<sup>th</sup> Street  
Beaumont, CA 92223  
[tvabelle@beaumontca.gov](mailto:tvabelle@beaumontca.gov)

**NOTICE OF VIOLATION – CITY OF BEAUMONT, UNAUTHORIZED DISCHARGE OF UNTREATED SEWAGE, WASTE DISCHARGE REQUIREMENTS AND MASTER RECYCLING PERMIT, ORDER NO. R8-2022-0042 AND STATEWIDE SANITARY SEWER SYSTEMS GENERAL ORDER NO. 2022-0103-DWQ**

Dear Mr. Van Belle:

On March 2, 2025, the City of Beaumont (Discharger) experienced a sewage overflow, which resulted in a discharge of untreated sewage. As a result of this unauthorized discharge of raw sewage, the City of Beaumont violated prohibitions outlined in the Waste Discharge Requirements and Master Recycling Permit, Order No. R8-2022-0042 (NPDES Order) and the Statewide Sanitary Sewer Systems General Order No. 2022-0103-DWQ (General Order).

On Monday, March 3, 2025, at 12:52 PM, Santa Ana Water Board staff received an email notification from the California Governor's Office of Emergency Services (CalOES), with the associated notification number, CalOES#25-1088. According to the CalOES report, on Monday March 3, 2025, the City of Beaumont experienced a sanitary sewer overflow when a manhole was destroyed due to soil erosion on the slope of the drainage conveyance system along Tukwet Canyon Golf Course.

Following notification of the spill, Santa Ana Water Board staff conducted an inspection of the spill site on March 3 and 6, 2025. During the inspections, the City of Beaumont staff showed Santa Ana Water Board staff the bypass system, soil conditions of the drainage channel along the Tukwet Canyon Golf Course, and location where a road closure sign had been posted. According to the Certified Spill Report dated March 18, 2025, the bypass system was installed at 5:08 PM on March 3, 2025, ending the spill. Based on further clarification received during the site inspections, the City of Beaumont staff did not receive notification of the spill until Monday morning on March 3, 2025, however the spill was initially observed by golf course staff as early as Sunday morning

KRISTINE MURRAY, CHAIR | JAYNE JOY, EXECUTIVE OFFICER

on March 2, 2025. The Discharger estimates approximately 61,200 gallons of sewage was discharged from the 12-inch gravity main line considering the observed peak flow.

As a result of this unauthorized release of raw sewage (untreated wastewater), the City of Beaumont has violated Discharge Prohibitions III.A and III.B of the NPDES Order, and Prohibition 4.2 of General Order. These violations are discussed in detail below.

**Prohibition III.A of the NPDES Order states,**

*"The discharge of wastewater at a location or in a manner different from those described in this Order is prohibited."* The wastewater discharge cited in this letter occurred at a location along the City of Beaumont's gravity sewer line, which is not an authorized discharge point under the Order and, therefore, the City of Beaumont has violated Prohibition III.A of the NPDES Order.

**Prohibition III.B of the NPDES Order states,**

*"The bypass or overflow of untreated wastewater or wastes to surface waters or surface water drainage courses is prohibited, except as allowed in Standard Provision I.G. of Attachment D, Federal Standard Provisions."* The wastewater discharge cited in this letter occurred at a location along the City of Beaumont's gravity sewer line, which constitutes a bypass and an overflow of untreated wastewater into a drainage conveyance system along the Tukwet Canyon Golf Course and therefore, the City of Beaumont has violated Prohibition III.B of the NPDES Order.

**Prohibition 4.2 of General Order states,**

*"Any discharge from a sanitary sewer system, discharged directly or indirectly through a drainage conveyance system or other route, to waters of the State is prohibited."* The wastewater discharge cited in this letter occurred at a location along City of Beaumont's gravity sewer main, which ultimately discharged into the drainage conveyance system along Tukwet Canyon Golf Course, and therefore, has violated Prohibition 4.2 of General Order.

The magnitude of this unauthorized release of untreated wastewater and circumstances that caused the unauthorized release pose a major threat to receiving water quality, groundwater, and public health. Therefore, please submit a corrective action plan (CAP) detailing how the City of Beaumont's unauthorized release of untreated wastewater will be addressed by **April 30, 2025**. The CAP must include a detailed description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, interim actions being implemented to ensure integrity of bypass system during storm events, and estimated timelines for implementation of the corrective action. Based on an email from City of Beaumont staff on March 19, 2025, the Morongo Band of Mission Indians is the property owner of the golf course and the land surrounding the spill site. Additionally, the City of Beaumont has a utility easement for the construction and maintenance of the sewer line that crosses through the golf course. While the City of Beaumont believes it is the property owner's responsibility to maintain their property, including the slopes of the drainage conveyance system, the

City of Beaumont remains responsible for maintaining the sewer line. Therefore, the CAP should also include additional sewer maintenance and inspection measures in an area vulnerable to soil erosion, and planned steps or actions that will be taken to prevent recurrence of noncompliance.

Please note that the City of Beaumont is required to also report the violations discussed in this letter in the cover letter for the self-monitoring reports to be submitted for the period of March 2025 to the Santa Ana Water Board, as required under section X.B.7.b. in Attachment E of the NPDES Order. Lastly, note that the City of Beaumont is also required to submit a Spill Technical Report for Category 1 spills within **45 days** of the spill end date under Section 3.1.3 of Attachment E1 of the General Order. The Spill Technical report is due by **April 17, 2025**.

Please be advised that failure to provide the requested CAP by the assigned due date may lead to further enforcement action. We also request an in-person meeting with your team, to be scheduled for early May 2025, to discuss your proposed corrective action.

Failure to comply with the NPDES Order, General Order, or the Clean Water Act may result in the imposition of administrative civil liability. Pursuant to California Water Code sections 13385 and 13350, the Santa Ana Water Board may assess an administrative civil liability in an amount not to exceed \$10,000 for each day of violation and/or \$10 for each gallon discharged and not cleaned up over 1,000 gallons. The Santa Ana Water Board may also refer this matter to the Attorney General's Office. Issuance of this Notice of Violation does not limit our ability to take additional enforcement measures for this or other violations at the City of Beaumont's facilities. The Santa Ana Water Board may also consider other enforcement options including the issuance of cleanup and abatement orders or a time schedule order.

If you have any questions regarding this letter, please contact me at (951) 782-4997 or at [Keith.Person@waterboards.ca.gov](mailto:Keith.Person@waterboards.ca.gov) or Kayla Kawamura-Chan at (951) 782-4303 or at [Kayla.Kawamura@waterboards.ca.gov](mailto:Kayla.Kawamura@waterboards.ca.gov).

Sincerely,

**Keith Person**  
Digitally signed by Keith Person  
Date: 2025.03.26 11:51:01  
-07'00'

Keith Person, P.E.  
Recycled Water Section Supervisor  
Santa Ana Regional Water Quality Control Board

Enclosure: Attachment A – Map of Spill Flow Path

cc: City of Beaumont - Jerome Moledor ([jmoledor@beaumontca.gov](mailto:jmoledor@beaumontca.gov))  
Inland Empire WaterKeeper- Garry Brown ([Garry@coastkeeper.org](mailto:Garry@coastkeeper.org))  
State Water Board, Office of Enforcement - Perry Elerts  
([perry.elerts@waterboards.ca.gov](mailto:perry.elerts@waterboards.ca.gov))

CIWQS ID# 631243

**ATTACHMENT A- MAP OF SPILL FLOW PATH<sup>1</sup>**



<sup>1</sup> Map uploaded by the City of Beaumont within the Certified Spill Report.