



Yucaipa Valley Water District

Notice and Agenda of a Board Workshop Tuesday, February 22, 2011 at 4:00 p.m.

MEETING LOCATION: District Administration Building
12770 Second Street, Yucaipa

MEMBERS OF THE BOARD: Director Ian Cuthbertson, Division 1
Director Bruce Granlund, Division 2
Director Jay Bogh, Division 3
Director Lonni Granlund, Division 4
Director Hank Wochholz, Division 5

- I. Call to Order
 - II. Public Comments: At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the agenda. To provide comments on specific agenda items, please complete a speaker's request form and provide that form to the Board Secretary prior to the commencement of the Board meeting.
 - III. Staff Comments
 - IV. Workshop Presentations
 - A. Presentation of Issues Related to the Winter Storm Season [[Workshop Memorandum No. 11-023 - Page 3 of 38](#)]
 - V. Capital Improvement Projects
 - A. Proposed Capital Improvement Projects and Related Sequence / Schedule [[Workshop Memorandum No. 11-024 - Page 4 of 38](#)]
 - B. Status Report on the Construction of the Yucaipa Valley Regional Brineline [[Workshop Memorandum No. 11-025 - Page 6 of 38](#)]
 - VI. Administrative Issues
 - A. Discussion Regarding an Amendment to the Oak Glen Creek Basin Operational Plan [[Workshop Memorandum No. 11-026 - Page 11 of 38](#)]
 - B. Discussion Regarding a Modification to Ordinance No. 48-1998 Regarding the Billing of Multiple Meters [[Workshop Memorandum No. 11-027 - Page 34 of 38](#)]
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Any person with a disability who requires accommodation in order to participate in this meeting should telephone Chelsie Fogus at (909) 797-5118, at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the workshop packet are available for public inspection during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting material may also be available on the District's website at www.yvwd.dst.ca.us

- C. Discussion Regarding the Ratification of Modification No. 003 to Cooperative Agreement No. R10AC35R03 for Funding of the Regional Brineline Project from the Bureau of Reclamation [[Workshop Memorandum No. 11-028 - Page 36 of 38](#)]

VII. Closed Session

- A. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9(b)) - One Case
- B. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: IBEW Local Union 14356 - YVWD Employees Association
- C. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Supervisor Bargaining Unit
- D. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Confidential Employee Bargaining Unit
- E. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager
Employee Organization: Exempt Employee Bargaining Unit
- F. Conference with Labor Negotiator (Government Code 54957.6)
Unrepresented Employee: Joseph Zoba, General Manager

VIII. Director Comments

IX. Adjournment



Date: February 22, 2011

Subject: Presentation of Issues Related to the Winter Storm Season

At the regular board meeting on January 5, 2011, the District staff provided an overview of winter storm related damage as a result of the rains in late December 2010 [Director Memorandum 11-005].

For this workshop agenda item, the District staff will be presenting information on status of repairs to our water and sewer infrastructure as well as updated information about various other storm related issues.





Workshop Memorandum 11-024

Date: February 22, 2011

Subject: Proposed Capital Improvement Projects and Related Sequence / Schedule

At the board workshop on February 8, 2011, the District staff provided an overview of our proposed recycled water system enhancements and other related projects necessary for regulatory compliance and salinity control [Workshop Memorandum No. 11-017].

The District staff has prepared the attached schedule of infrastructure improvements necessary to achieve compliance with regulatory salinity requirements as well as provide reliability and security of our water resources. These projects include:

- **Brineline Construction** - Brineline disposal facilities necessary to connect the Wochholz Regional Water Recycling Facility to the Santa Ana Regional Interceptor Brineline (Phases 1, 2 and 3).
- **Wochholz Improved Salinity Effluent (WISE) Project** - Desalinization of recycled water at the Wochholz Regional Water Recycling Facility.
- **Salinity Concentrate Reduction and Minimization (SCRAM) Project** - Desalinization of potable drinking water at the Yucaipa Valley Regional Water Filtration Facility.
- **Recycled Water Reservoir and Booster Station** - Construction of a recycled water reservoir and booster station at the westerly end of County Line Road.
- **Crow Street Pipeline** - Construction of a recycled water pipeline from the Wochholz Regional Water Recycling Facility to the new recycled water reservoir at the westerly end of County Line Road.
- **Southerly Recycled Water Pipeline Facility (BCVWD Integrated Pipeline)** - Recycled water pipelines in Pressure Zone 12 from Avenue L to Cherry Valley Boulevard.
- **Brineline Capacity Enhancement Concentrator** - Construction of a brine disposal concentrator in San Bernardino.

The purpose of this workshop agenda item will be to provide an overview of the proposed projects, schedule for completion and other related issues involved in the completion of these projects.

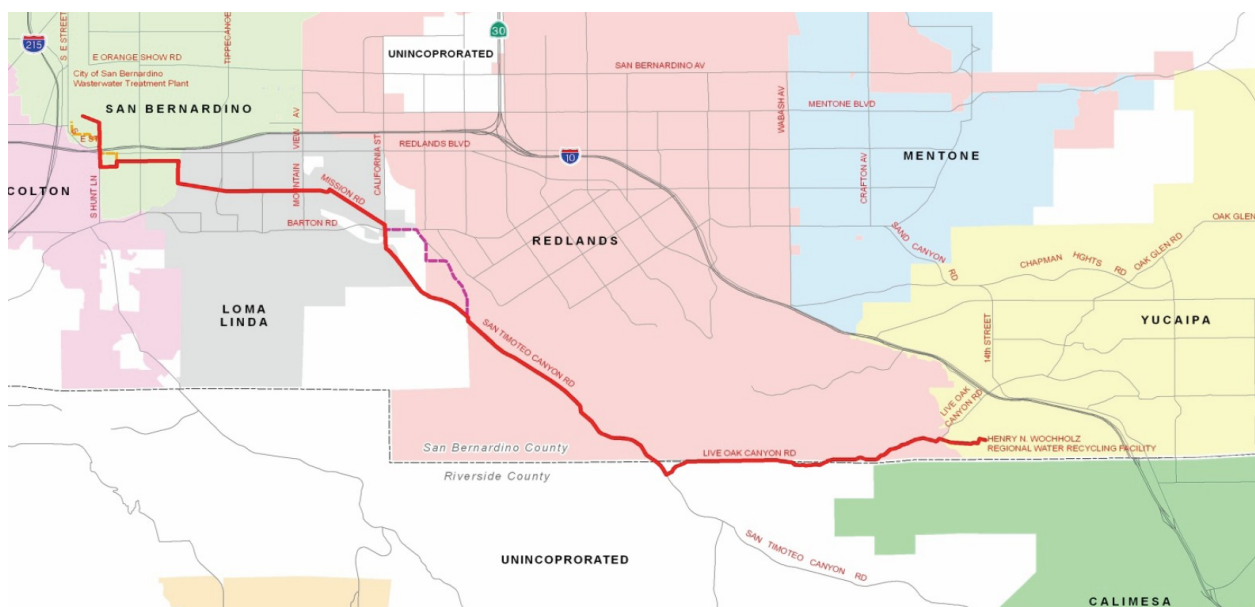
Date: February 22, 2011

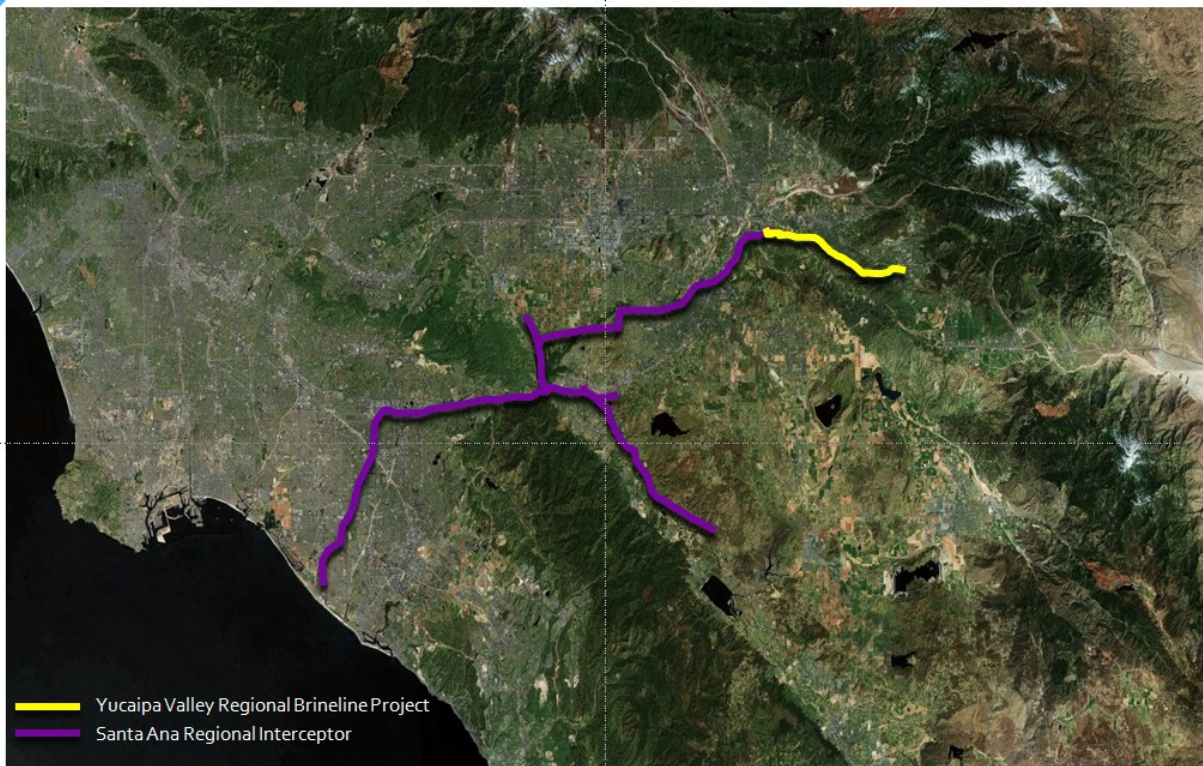
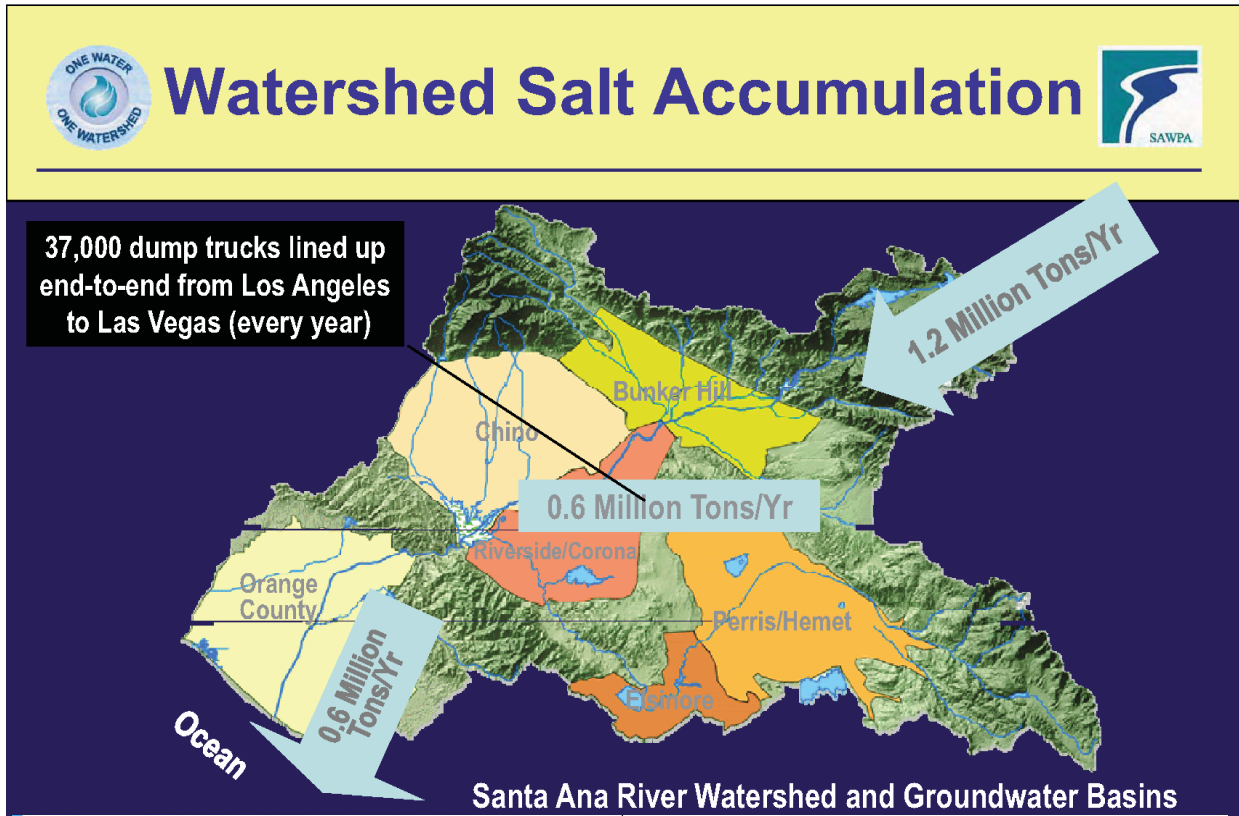
Subject: Status Report on the Construction of the Yucaipa Valley Regional Brineline

Yucaipa Valley Water District is in the process of constructing the Yucaipa Valley Regional Brineline in order to produce recycled water that complies with groundwater basin objectives as established by the Regional Water Quality Control Board. In order to comply with these limits, the District is required to add a reverse osmosis process to the wastewater treatment plant. This will enable the District to remove salts and minerals from depositing in to the groundwater basin. The proposed reverse osmosis system will produce salt water, referred to as “brine”, that must be sent to the Pacific Ocean so it does not impact any fresh water supplies downstream of the Yucaipa Valley.

The Yucaipa Valley Regional Brineline Project consists of a 15-mile pipeline through which the District can safely and effectively dispose of the salt water produced. This pipeline will commence at the Wochholz Regional Water Recycling Facility and terminate at an existing brineline near the I-215 and I-10 Interchange. At this point the existing brineline extends another 73 miles traversing San Bernardino, Riverside and Orange counties to Orange County Sanitation District Wastewater Treatment Plant No. 2 in Huntington Beach, where the salt water is treated with domestic sewage and then sent to the ocean or reclaimed by Orange County Water District.

During this agenda item, the District staff will be providing an update of the construction status of the Yucaipa Valley Regional Brineline Project.





Yucaipa Valley Regional Water Supply Renewal Project









Date: February 22, 2011

Subject: Discussion Regarding an Amendment to the Oak Glen Creek Basin Operational Plan

On November 7, 2007, the Board of Directors approved an agreement with the San Bernardino County Flood Control District, City of Yucaipa and the Inland Empire Resource Conservation District for the construction of the Oak Glen Creek Basins [Director Memorandum No. 07-107]. An Operational Plan for the basins was completed in October 2009 and approved by staff members from each agency.

On February 2, 2011, the District received information from San Bernardino County regarding a request to modify a provision in the operational plan whereby the middle basin would retain about 25,000 cubic yards of soil until June 30, 2012. This soil was expected to be removed by June 30, 2011, but delays associated with the Pendleton Road project by the City of Yucaipa necessitate the extension of time.

The Yucaipa Valley Water District has not initiated extensive use of the Oak Glen Creek basins for recharge purposes, so the proposed extension of time is not expected to impact our operations. Following the removal of the soil, the District will review the modifications needed to the basin inlets/outlets to enhance natural and artificial water capture and recharge activities. With this time extension, the District staff does not anticipate recharging significant quantities of water at this location until 2013.

A copy of the operational plan associated with the Oak Glen Creek Basin Project is attached for your review.

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • LAND DEVELOPMENT & CONSTRUCTION • OPERATIONS
SOLID WASTE MANAGEMENT • SURVEYOR • TRANSPORTATION



COUNTY OF SAN BERNARDINO

825 East Third Street • San Bernardino, CA 92415-0835 • (909) 387-8104
Fax (909) 387-8130

GRANVILLE M. "BOW" BOWMAN, P.E., P.L.S.
Director of Public Works

January 26, 2011

RECEIVED

FEB 02 2011

**YUCAIPA VALLEY
WATER DISTRICT**

Bill Hemsley, Director of Public Works/City Engineer
City of Yucaipa
34272 Yucaipa Boulevard
Yucaipa, CA 92399-9950

Dear Mr. Hemsley,

Re: Response to Request for Deadline Extension of Oak Glen Creek Basins

The San Bernardino County Flood Control District (District) has reviewed your request per your letter dated December 8, 2010 to extend the completion by one year the removal of approximately 25,000 cubic yards of soil from Basin No. 2 per section I-9 *Excess Soil and Rock Material* of the Operational Plan. The District has no objections to your request and pursuant to section VII *Plan Amendments*, upon approval by the other party (Yucaipa Valley Water District) the new completion date will be June 30, 2012.

Please forward documentation from Yucaipa Valley Water District regarding its acceptance of the extended deadline.

Should you have any further questions or concerns, please contact Harold Zamora at (909) 387-8120.

Sincerely,

KEVIN BLAKESLEE, P.E.
Deputy Director of Public Works, Flood Control

KB:MLW:HZ:bas

cc: Melissa Walker, Chief, Flood Control Planning Division
Harold Zamora, PWE III, Flood Control Planning Division
Joe Zoba, Yucaipa Valley Water District
John Hull, Yucaipa Valley Water District
Reading File

GREGORY C. DEVEREAUX
Chief Executive Officer

Board of Supervisors			
BRAD MITZELFELT	First District	NEIL DERRY	Third District
JANICE RUTHERFORD	Second District	GARY C. OVITT	Fourth District
JOSIE GONZALES			Fifth District





December 8, 2010

San Bernardino County Flood Control District
825 East Third Street
San Bernardino, CA 92415-0835

Attention: Mr. Kevin Blakeslee
Deputy Director

Re: Oak Glen Creek Basins – Operational Plan

Dear Kevin,

During the construction of the Oak Glen Creek Basins project, approximately 25,000 cubic yards of soil was left in Basin No. 2. This soil is intended to be used to construct a road fill as part of the improvement of Pendleton Road as it crosses Oak Glen Creek approximately one half mile east of the Basins project.

The Operational Plan that was approved for Oak Creek Basins contemplated the removal of this soil by June 30, 2011. The City was unable to commence design of the project until it received approval from Caltrans, which has now been accomplished. The City awarded a contract to Stantec Consulting Services, Inc. in November for the design of the road crossing improvements. Unfortunately, with design just commencing on the road project, it will not be possible for the City to remove the material from the Basin No. 2 by the above date and respectfully asks for your consideration in extending the completion date for this work to June 30, 2012.

Thank you for your consideration. If you have any further questions or require further information, please call at (909) 797-2489, Ext 253.

Bill Hemsley,
Director of Public Works/City Engineer

City of Yucaipa
34272 Yucaipa Boulevard, Yucaipa, CA 92399-9950
909/797-2489 ♦ FAX 909/790-9203 ♦ e-mail: city@yucaipa.org

OAK GLEN CREEK BASINS**OPERATIONAL PLAN****10/15/09**OCT 2 2009
YUCAIPA VALLEY
WATER DISTRICT

An Agreement (County Contract No. 08-30) among the Yucaipa Valley Water District (YVWD), the San Bernardino County Flood Control District (SBCFCD), and the City of Yucaipa (CITY), the Parties, was effected January 8, 2008 providing for the design, construction, operation and maintenance of the Oak Glen Creek Basins Project. This Agreement set forth a cooperative arrangement for the purpose of providing enhanced flood control capabilities, passive recreational opportunities, habitat replacement and mitigation, and groundwater recharge for the benefit of the Yucaipa community.

Agreement, Section V., "Maintenance and Ongoing Operations," Subsection 14 "Coordination of Field Operations," required the preparation and approval by the parties of an operational plan for the Project prior to completion of construction. This operational plan is not intended to alter any conditions of the Agreement, but to enhance and further define the roles and responsibilities of the parties in the long term and ongoing operation and maintenance of the facilities constructed by the Project, including the costs to the individual parties in carrying out their respective roles and responsibilities. Some of the provisions of the Agreement are reiterated in this plan. Should any conflict arise between the provisions of this operational plan and the agreement provisions, the Agreement provisions shall take precedence.

This operational plan will become effective upon the approval and execution by an appropriately designated representative of each of the parties to the Agreement. At such time, the SBCFCD will take over the improvements constructed by the Project with the exception of the specific portions of the facilities described in this plan. The constructed improvements are shown on the Record Drawings for the Oak Glen Creek Basins entitled "Grading, Storm Drain, Landscape and Irrigation Plans," Drawing Nos. CO.01 through C1.15, Sheets 1 through 20 of 34 and "Landscape Improvement Plans," Drawing Nos. LC.01 through LD.02, Sheets 1 through 13 of 13. These constructed improvements are further identified on Exhibit "A".

This plan includes definition in the following areas:

I. Maintenance and Ongoing Operations

- Maintenance of basins.
- Maintenance of recreational amenities.
- Maintenance of landscaping and irrigation system.
- Maintenance of educational signage.
- Groundwater recharge of supplemental waters.
- Agency coordination of maintenance activities.
- Damages to facilities.
- Future modifications to facilities and encroachments.
- Excess earth material and rock

II. Monitoring

- Water recharge – Supplemental water and native storm water.
- Rainfall, stream flow and water levels.
- Sediment deposition and removal.
- Water quality.
- Habitat establishment.

III. Inspection of Facilities / Reporting**IV. Costs****V. Resolution of Conflicts****VI. Notices****VII. Plan Amendments****I. Maintenance and Ongoing Operations****1. Basin Maintenance**

- a. SBCFCD will operate and maintain the Basin improvements with the exception of those items listed in the following sections: Maintenance of Recreational Amenities; Maintenance of Landscaping and Irrigation Systems; Maintenance of Educational Signage; and Ground Water Recharge of Supplemental Waters.
- b. Maintenance activities will include activities normally required to operate and maintain flood control facilities, but not limited to, the following: sedimentation removal, maintenance and repair of basin slopes and bottoms, levees, access roads including pipe gates, grouted and un-grouted rock, soil cement, culverts and conduits, headwalls, catwalks, water control gates, down drains, chain link fencing, and slough walls; weed abatement; vector control; pest management; debris removal; trash removal from basin; graffiti removal from basin; and installation of warning or regulatory signage.
- c. SBCFCD will obtain any necessary approvals, permits, and/or agreements from agencies, other than the Parties to the subject Agreement that may be needed to carry out any of its maintenance activities.
- d. SBCFCD will be responsible for all costs associated with its maintenance activities under this section.
- e. The SBCFCD will maintain these basins as a part of group of flood control basins already in its system. Specific emergency or regular maintenance work shall be prioritized among similar work in the other basins in the system and scheduled and performed accordingly at the discretion of SBCFCD. If the basin still functions as intended for flood control purposes and does not present significant danger to life and property, then the District does not consider the situation an emergency.

- f. The CITY will operate and maintain Storm Drain Lines “H” and “I” and will be responsible for all costs associated with the operation and maintenance of the line.
 - g. Storm Drain Lines “C”, “D”, and “F” and appurtenances, including water control gates, headwalls, and catwalks, will be utilized for both flood control and ground water recharge purposes. The costs associated with the operation and maintenance of these storm drain lines will be shared by SBCFCD and YVWD on a pro rata basis according to the level of use as determined jointly by SBCFCD and YVWD.
2. Maintenance of Recreational Amenities
- a. CITY will operate and maintain those recreational amenities constructed with the Basin improvements including the following: recreational trails; trails fencing; trails signage; paved parking lot; rest areas nos. 1,2, and 3; seat wall; equestrian hitching posts and the removal of litter and graffiti resulting from trails usage.
 - b. The recreational trails include (a) 10-foot wide trails intended for trails use only and (b) joint use of maintenance access roads. The 10-foot wide trails are shown on the construction plans. One of these trails is located on the downstream face of Basin No 2 levee and along the northerly side of the project between the levees for Basin No. 2 and Basin No. 3. The other 10-foot wide trail provides access to Rest Area No. 3, southeast of Basin No. 3.
 - c. The maintenance access roads around the perimeter of Basin No. 1, along the southerly side of Basin No. 2, and along the southerly, easterly and northerly sides of Basin No. 3 and also the maintenance road extending north and east from Basin No. 3 to Fremont Street will also be used as recreational trails. The CITY may, if necessary, provide maintenance for trail purposes on these access roads in addition to maintenance that may be performed by SBCFCD during its Basin maintenance activities.
 - d. City will maintain the drain located at the southwest corner of the paved parking lot consisting of an 8-in diameter p.v.c. drain line, and an 18-in by 18-in grated inlet and a grouted stone outlet splash pad.
 - e. CITY may limit or reroute trails use to allow for maintenance activities by any of the Parties.
 - f. CITY will be responsible for limiting or prohibiting trails use during storm periods.
 - g. CITY will obtain any necessary approvals, permits, and/or agreements from agencies, other than the Parties to the Agreement that may be needed to carry out any of its maintenance activities under this section.
 - h. CITY will be responsible for all costs associated with its maintenance activities.
3. Maintenance of Landscaping and Irrigation Systems
- a. CITY will operate and maintain the landscaping and irrigation systems constructed or installed with the Basin improvements as shown on the “Landscape Improvement Plans” including the following: irrigation system; trees, shrubs, and groundcovers; and both irrigated and non-irrigated hydro-seed. The City will

- perform this maintenance with its own staff or may contract with a landscape contractor to perform the maintenance.
- b. CITY will obtain any necessary approvals, permits, and/or agreements from agencies, other than the Parties to the Agreement that may be needed to carry out any of its maintenance activities.
 - c. CITY will be responsible for all costs associated with its maintenance activities under this section.

4. Maintenance of Educational Signage

- a. CITY will operate and maintain educational signage and/or kiosks, constructed or installed with the Basin improvements.
- b. CITY will be responsible for all costs associated with its maintenance activities under this section.
- c. CITY may from time to time desire to revise or upgrade signs or to provide additional educational signs.
- d. SBCFCD and/or YVWD may provide additional educational signage at their individual respective costs.

5. Ground Water Recharge of Supplemental Waters

The YVWD's primary goal is to maximize the capture and recharge of storm and supplemental water. The primary goal of the SBCFCD is to provide flood protection. The recharge interests of the YVWD are sometimes in conflict with the flood control function of the recharge basins. The plan of operation described herein recognizes the difference between recharge and flood control and provides for the restoration of the flood control function of the basins prior to significant storm events. In general, for the purposes of recharge basin operation, a significant storm event is defined as having intensities of more than 0.3 inches per hour or more than 2.0 inches per 24 hours per the National Weather Service Forecast.

- a. YVWD will own, operate and maintain systems and appurtenances constructed within the Basin improvements that are necessary to deliver Supplemental Water directly to Basins Nos. 2 and 3 including the following: Storm Drain Line "A," consisting of a 42 inch diameter reinforced concrete pipe and outlet structure in Basin No. 3; and Water Pipe Line "G," consisting of a 24 inch diameter reinforced concrete pipe, two water control boxes, and four water control gates delivering water to Basins Nos. 2 and 3. These facilities are shown on the attached Exhibit "A" and on project plans, Drawing Nos. C1.05 and C1.07.
- b. YVWD will, prior to planned delivery of Supplemental Water to the Basins, obtain all necessary approvals, permits, and agreements that may be required by other agencies, other than the Parties to the agreement, and shall be in full compliance with the terms and conditions of same.

- c. YVWD will not be restricted at any time from the emergency use of overflow facilities related to the operation and maintenance of the Yucaipa Valley Regional Water Filtration Facility, or in the emergency delivery of overflows to the Basins through Storm Drain Line "A" and/or Water Pipe Line "G."
- d. YVWD may operate the 36" water control sluice gates located within Basins No. 1, No. 2, and No.3 on respective Storm Drain Lines "C", "D", and "F", and also the stop logs located at the entrance to the 11 ft X 11 ft reinforced concrete box culvert, RCB, in Basin No. 3 to facilitate ground water recharge operations.
- e. YVWD will be responsible for operation and maintenance of those portions of the Basins that may be adversely affected by recharge or necessary to provide for efficient recharge including those areas in contact with recharge water, but not limited to, basin bottoms, basin side slopes, culverts, conduits, water control sluice gates, stop logs and spillage ways. In addition to damages to the Basin facilities, other examples of adverse affects may include additional vegetal growth requiring removal, the need for additional vector or pest control, and the need to remove debris or sediment from basin floors to improve percolation.
- f. YVWD will be responsible for all costs associated with its maintenance activities under the section.
- g. Basin operation for purpose of groundwater recharge will consist of three operating modes. These will be Conservation Mode, Storm Preparation Mode, and Storm Mode, which are described as follows:
 - i. Conservation Mode. During Conservation Mode, the basins are operated to recharge of supplemental water and/or storm water. The maximum volume of supplemental water that can be stored in the basins is equal to the estimated volume of water that can be reasonably recharged or discharged over a 5-day period. This maximum volume may be adjusted from time to time with the concurrence of the Parties. During Conservation Mode, YVWD will perform inspections and operate the basins. YVWD will perform regular inspections and patrols to verify no people or animals are entering the water.
 - ii. Storm Preparation Mode. Storm Preparation Mode represents the transition period necessary to prepare the basins for Storm Mode. Storm Preparation Mode begins when the YVWD and SBCFCD determines that a storm has been forecasted of relative strength and severity whereby the Conservation Mode operations would impact the flood control capability of the basins. The 7-day area forecast is obtained from the website of the National Weather Service Forecast Office in San Diego, CA (www.wrh.noaa.gov/total_forecast) and will be monitored by all Parties. Upon a determination, the YVWD will cease all supplemental water deliveries to the basins five days prior to the predicted storm event.

Forty-eight hours prior to the predicted storm event, the YVWD and SBCFCD will coordinate to take steps necessary to prepare the basins for the anticipated strength and severity of the predicted storm event(s).

Such steps may include the need to open the outlet gates at the basins to drain them and fully restore their flood capacity. The SBCFCD will notify the YVWD when the significant storm forecast is withdrawn and thus allow the YVWD to return to Conservation Mode. The return to Conservation Mode may also be conditioned on the available storage in the basins and the prospect of additional storm activity.

- iii. Storm Mode: Storm Mode commences with the initiation of significant rainfall and continues until the SBCFCD has determined, at its discretion, that it is appropriate to return to one of the other three Modes listed in this section. During significant storms, the SBCFCD will, in accordance with its Emergency Operations Manual, establish varying phases of activity.

6. Agency Coordination of Maintenance Activities

- a. No permit fees will be assessed among the Parties for maintenance activities on the Basins.
- b. It is in the best interest of the Parties that maintenance activities be scheduled and coordinated so that any adverse impacts to individual agency uses of the facilities are minimized.
- c. The Parties will meet on a quarterly basis to review and coordinate maintenance activities planned for the quarter that may result in all or portions of the Basin facilities from being utilized for their intended operational purposes and also to coordinate the discharges of Supplemental Waters into the Basins for ground water recharge.
- d. As the public will be utilizing the trails for walking, jogging, hiking, biking and equestrian activities, it is of high importance that maintenance activities affecting all or a portion of the trails be scheduled so the adequate rerouting or cessation of trails uses can be arranged by the CITY to accommodate the maintenance activities.
- e. SBCFCD will notify YVWD and CITY of pending storm or emergency activities that may affect the use of the Basin facilities.
- f. YVWD will provide as much advance notice as possible to SBCFCD and CITY of any possible need to discharge any unforeseen emergency overflows in excess of 20 cfs from the adjacent Filtration Facility or as soon as possible following an emergency discharge in excess of 20 cfs.
- g. Notice shall be provided forty-eight hours prior to initiating maintenance activities by any of the parties to the other parties.
- h. A coordination meeting will be scheduled by the CITY with the YVWD and SBCFCD annually to confirm primary contact information, share anticipated operational plans, distribute reporting information as required by section II.6.a, and conduct an inspection of facilities pursuant to Section III.1.b.

7. Damages to Facilities

- a. Under no circumstances shall the use of the Project facilities by any PARTY result in damage or degradation to the Project facilities owned by the other PARTIES hereto. Joint periodic inspections by the PARTIES to this agreement shall be made if one or more of the PARTIES report the Project facilities have received damage or are experiencing degradation. The purpose of the joint inspection will be to agree upon whether the work performed under this Agreement has caused the damage or degradation to the Project facilities and to agree upon the corrective action needed to repair the damage or degradation. Once agreement has been reached, documentation shall be prepared identifying the damage or degradation and the responsible PARTY, along with the agreed corrective action. The responsible PARTY shall pay all costs for the corrective action. During the Rainy Season, should the SBCFCD discover that its Project facilities have been damaged and require emergency corrective repair work in order to safely capture and detain storm water runoff, SBCFCD will document the cause and extent of damage (e.g., through the use of photos, reports, field surveys etc.) and shall proceed to make the necessary emergency corrective repairs. As soon as practicable following the discovery that such Facilities require emergency corrective work, SBCFCD shall inform YVWD or the CITY for the costs associated therewith. The SBCFCD will not be responsible for replacing landscaping and/or trail facilities if they are damaged during emergency maintenance activities, but will protect these to the greatest extent practicable during these activities.

8. Future Modifications to Facilities and Encroachments

- a. Where YVWD or the CITY desires to provide subsequent reasonable improvements within SBCFCD Facilities, they shall submit plans, specifications and other items required for permit application for SBCFCD review and approval. The approving PARTY thereafter agrees to review such improvements and to issue any necessary permits or provide reason for denial in an expeditious manner, and YVWD or the CITY agrees to assume all costs in connection therewith. With the SBCFCD's concurrence, YVWD may contract with any other public or private entity or entities to provide such improvements. Whenever YVWD or the CITY contracts with others to perform work within SBCFCD owned lands, they shall ensure that the contractors comply with the terms and conditions of this Agreement and any relevant permits including permits issued by SBCFCD prior to and during entry upon such lands.
- b. The PARTIES hereto shall not authorize or permit encroachment by others upon the Project lands owned by the other PARTIES except for the public use of the passive recreational opportunities identified within this Agreement or unless agreed upon by each PARTY.

9. Excess Soil and Rock Material

- a. Upon completion of the construction of the initial Basins improvement project, approximately 25,000 cubic yards of excess soil remained within Basin No. 2 and will require removal to complete the construction of the Basin per the approved improvement plans. This excess soil is delineated on the attached copy of construction record drawing C1.02. The CITY will arrange for the removal of this material to the lines and grades shown on the plans by hauling and incorporating the soil as fill in an upcoming project to improve the Pendleton Road crossing of Oak Glen Creek located approximately one-half mile easterly of the Basins project. This removal work will be accomplished on or before June 30, 2011.
- b. Excess soil and rock material generated during the excavation of the Basins project remains in four stockpile areas within and upstream of Basin No. 3 and will remain for use by the CITY and/or SBCFCD. These stockpile areas are delineated on the attached copy of construction record drawing C1.03. The CITY is responsible for the ultimate removal of this rock material, which will be removed on or before June 30, 2011, if not removed sooner by the CITY and/or SBCFCD.

II. Monitoring and Measurement

1. Groundwater Recharge and Water Levels

- a. YVWD will be responsible for the accounting of all Supplemental Water recharged at the Project, and will provide that information to all PARTIES on an annual basis.
- b. YVWD will maintain a sonic water meter to record the amount of Supplemental Water recharged to the Basins. The meter will be located in a manhole at the free surface structure on the Yucaipa Valley Regional Water Filtration Facility property.

2. Rainfall and Stream Flow

SBCFCD currently operates and maintains an ALERT (Automated Local Evaluation in Real Time) data acquisition system. On site sensors, when installed, will monitor both rainfall and water levels in the basins. The data will be recorded and stored in a database, and made available for use on the internet. Data is pushed up to the internet in approximately 15 to 30 minutes intervals after acquisition.

3. Sediment Deposition and Removal

- a. SBCFCD will track quantities of material removed from the Basins during their maintenance operations and will report removal quantities to YVWD and to the City at the conclusion of each fiscal year.
- b. SBCFCD will include the Basins in its annual inventory of basins by aerial photography which shall be made available to the parties upon request..

- c. YVWD, with District approval, may remove sediment from the Basins to facilitate water recharge. YVWD will measure and track quantities of material removed from the Basins during its maintenance operations and report the removal quantities to the CITY and to SBCFCD at the conclusion of each calendar year.
- d. CITY will provide appropriate haul routes and traffic control requirements for soil material trucked out of the Basins.

4. Water Quality (Surface and Groundwater)

- a. CITY will sample water pursuant to the National Pollutant Discharge Elimination System (NPDES) storm water program. First flush samples will be taken during storm events at the following two locations: (1) At Pendleton Street (located upstream of Basin project and (2) at the downstream end of a box culvert passing underneath Bryant Street. Samples will be tested for suspended solids, inorganics, nitrates, pesticides, and ph.
- b. YVWD will sample supplemental water discharged by YVWD into the basins for total dissolved solids and other Maximum Benefit monitoring requirements as required by the Regional Water Quality Control Board. Water samples will be tested consistent with water quality permits obtained by YVWD.
- c. YVWD will sample and test water wells located downstream or westerly of the Basin project and more specifically identified as Well No. 44 (located at 11402 Bryant) and Well No. 46 (located at 11611 Second Street) as part of YVWD's normal well measurement activities.

5. Habitat Establishment

- a. CITY will monitor and assess progress of establishment of landscaping and revegetation.
- b. CITY will replace, supplement and/or modify landscaping and vegetation as necessary to promote and assure establishment.

6. Annual Summary of Monitoring and Measurement

- a. CITY will prepare an annual (calendar year) summary of the monitoring and measurement data gathered by each Party and will provide each Party a copy of the summary by February 1st of the following year.

III. Inspection of Facilities / Meetings

1. Individual Inspection

- a. Each Party will perform periodic inspections of their respective responsible portions of the Basin facilities at least on an annual basis and shall record notes of their inspections.
- b. The Parties will jointly meet quarterly and, if necessary, the Parties can meet jointly to inspect any field condition that may require such inspection.

IV. Cost Tracking and Invoicing

1. The Parties to the Agreement shall track annual costs of performing maintenance and operations activities on the Basins project each fiscal year, July 1st through June 30th.
2. The annual costs shall be provided to the other Parties prior to September 30th of each fiscal year.
3. As stated in earlier sections of this plan, each Party is responsible for the costs associated with their respective maintenance and operations activities. However, there may be instances where one of the Parties performs maintenance work that should be shared with one or more of the other Parties. In these instances, the Party incurring the maintenance costs should prepare a billing invoice with adequate backup justification for the shared costs, including data that would support the cost share amounts between or among the Parties.

V. Resolution of Conflict

1. The Parties intend to operate and maintain the Basin project in a spirit of mutual cooperation. Should conflict arise on any matter, the Parties will meet and confer as necessary to work out a mutually agreeable solution to the conflict.

VI. Notices

1. All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, certified, with first class postage fully prepaid, addressed as follows:

San Bernardino County Flood Control District
825 East Third Street
San Bernardino, CA 92415-0835

Yucaipa Valley Water District
12770 2nd Street
Yucaipa, CA 92399

City of Yucaipa
34272 Yucaipa Boulevard
Yucaipa, CA 92399

2. Each of the Parties shall provide one or more contact names, phone numbers and e-mail addresses for maintenance and emergency activities.

VII. Plan Amendments

1. All modifications, additions or amendments to this Plan shall be in writing and agreed upon by the Parties.

IN WITNESS WHEREOF, the Parties acknowledge the terms of this Operational Plan for the Oak Glen Creek Basins effective with the date of the last signatory.

City of Yucaipa

By Bill Hemsley Date 10/15/09
Bill Hemsley,
Director of Public Works/City Engineer

Yucaipa Valley Water District

By Joe Zoba Date 10/15/09
Joe Zoba
General Manager

By John Hull Date 10/15/2009
John Hull
Public Works Manager

San Bernardino County Flood Control District

By Granville M. "Bow" Bowman Date 10/21/09
Granville M. "Bow" Bowman
Flood Control Engineer

OAK GLEN CREEK BASINS

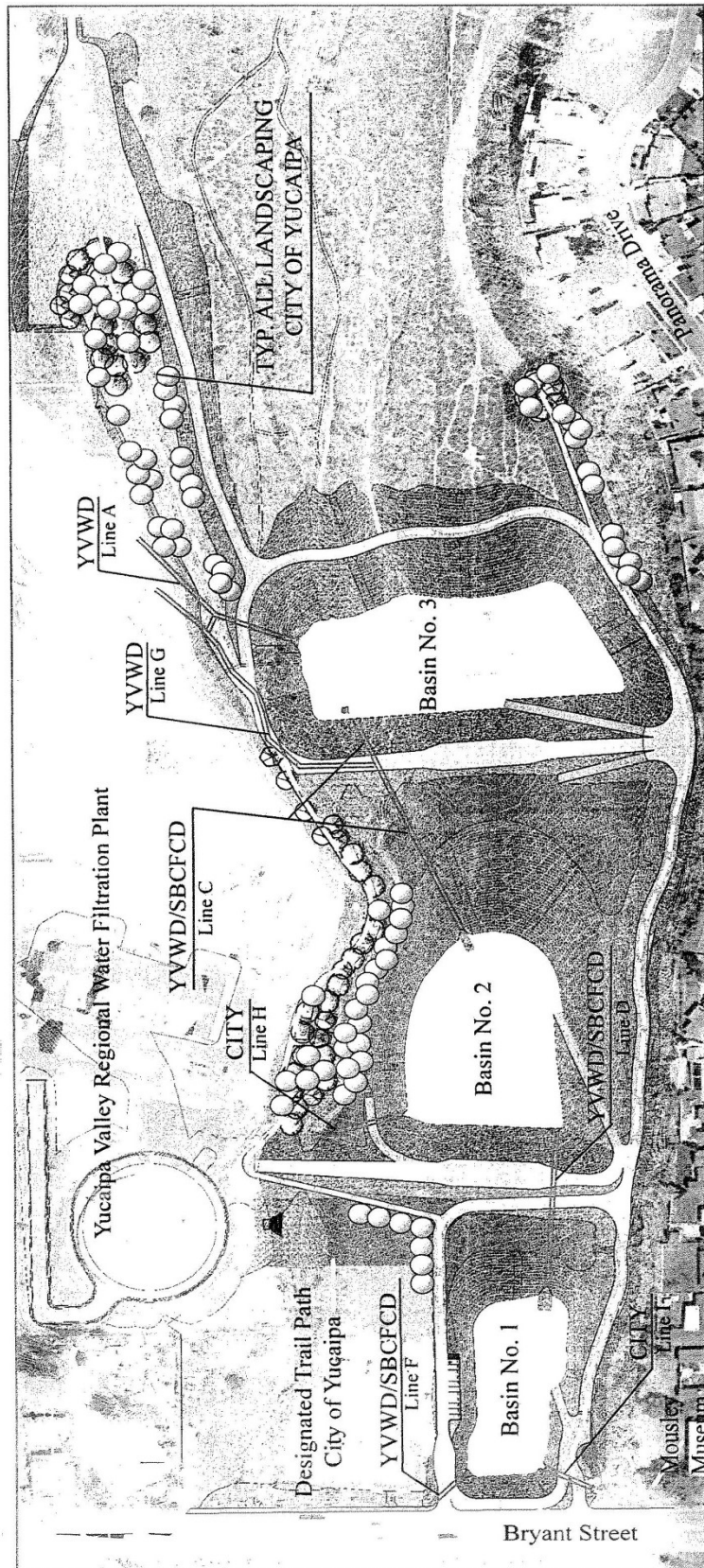


EXHIBIT "A"



Yucaipa Valley Water District

Director Memorandum 09-012

Date: February 4, 2009 **Job:** Not Applicable
Prepared By: Joseph Zoba, General Manager **G/L:** Not Applicable
Subject: Oak Glen Creek Basins Improvement Project - Amendment No. 1
Recommendation: That the Board approves Amendment No. 1 as presented.

On November 7, 2007, the Yucaipa Valley Water District approved an Agreement for the design, construction, operation and maintenance of the Oak Glen Creek Basins Improvement. The District is a project partner with San Bernardino County Flood Control District, the Inland Empire Resource Conservation District and the City of Yucaipa.

The attached Amendment No. 1 provides an additional \$500,000 in funding from the San Bernardino County Flood Control District to complete the construction of the basins.



San Bernardino County
Flood Control District

F A S

STANDARD CONTRACT

OFFICIAL USE ONLY

<input type="checkbox"/>	New	Vendor Code	SC	Dept.	A	Contract Number	
<input checked="" type="checkbox"/>	Change					08-30 A-1	
<input type="checkbox"/>	Cancel						
Flood Control District				Dept.	Orgn.	Contractor's License No.	
Public Works				097	097		
Flood Control District Representative				Telephone		Total Contract Amount	
Melissa Walker				387-8120		\$1,884,000	
Contract Type							
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
				\$1,384,000	\$500,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
RFL	093	093	200	2445	14F02210	\$500,000	
Project Name			Estimated Payment Total by Fiscal Year				
Oak Glen			FY	Amount	I/D	FY	Amount
Basin Improvements			08/09	\$500,000			

THIS AGREEMENT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the SBCFCD, and

Name City of Yucaipa hereinafter called CITY

Address 34272 Yucaipa Blvd

Yucaipa CA 92399

Telephone 909-797-2489 Federal ID No. or Social Security No.

Name Yucaipa Valley Water District hereinafter called YVWD

Address 12770 Second Street

Yucaipa CA 92399

Telephone 909-797-5117 Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

On January 8, 2008 the Board of Directors approved Agreement No. 08-30 with the City of Yucaipa and the Yucaipa Valley Water District to construct, operate, and maintain the Oak Glen Creek Basin Project for the purpose of providing enhanced flood control capabilities, passive recreational opportunities, habitat mitigation, and assisting the YVWD in developing adequate groundwater recharge capabilities to meet the future needs of the Yucaipa community.

This Amendment No. 1 to Agreement No. 08-30 provides the additional funding needed to cover the costs of construction for the basins. The total additional cost is \$500,000 and has been approved by the Flood Control Zone 3 Advisory Committee.

RECEIVED

MAR 13 2009

YUCAIPA VALLEY
WATER DISTRICT

Page 1 of 4

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**AMENDMENT NO. 1
OAK GLEN CREEK BASINS IMPROVEMENT PROJECT**

WHEREAS, the PARTIES agree to amend Section 12(c) of the original AGREEMENT No. 08-30 dated January 8, 2008, as follows:

The SBCFCD has allocated an additional \$500,000 in Fiscal Year 2008-09 for the construction phase of the PROJECT.

This amendment increases the flood control contract amount from \$1,384,000 to \$1,884,000.

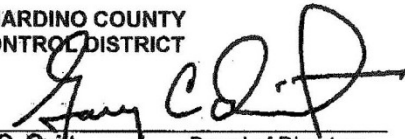
This AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of all PARTIES.

The AGREEMENT may be signed in counterparts, each of which shall constitute an original.

All other terms and conditions of the original AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, this AGREEMENT Amendment No. 1 has been fully executed on behalf of the San Bernardino County Flood Control District, the Yucaipa Valley Water District, and the City of Yucaipa by their duly authorized representatives.

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**



Gary C. Oviatt Board of Directors

Dated: MAR 03 2009

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By  Agre

Ann Agre Secretary
 AI

Approved as to Legal Form

Chris Mihel
County Counsel
Date 2/11/09

Reviewed by Contract Compliance

David R. Doubled
Date 2/11/09

Presented to Board of Directors for Signature

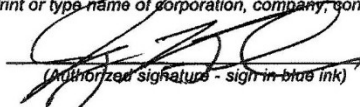
Vanessa Chen
Department Head
Date 2/10/09

**AMENDMENT NO. 1
OAK GLEN CREEK BASINS IMPROVEMENT PROJECT**

IN WITNESS WHEREOF, this AGREEMENT Amendment No. 1 has been fully executed on behalf of the San Bernardino County Flood Control District, the Yucaipa Valley Water District, and the City of Yucaipa by their duly authorized representatives.

YUCAIPA VALLEY WATER DISTRICT

(Print or type name of corporation, company, contractor, etc.)

▶ 
(Authorized signature - sign in blue ink)

Name Jay Bogh Jay Bogh
(Print or type name of person signing contract)

Title President, Board of Directors

Dated: 02/04/2009
(Print or Type)

Address 12770 Second Street
Yucaipa CA 92399

Approved as to Legal Form	Attested by Notary
▶ _____ Legal Counsel	▶ _____ Notary
Date _____	Date _____

**AMENDMENT NO. 1
OAK GLEN CREEK BASINS IMPROVEMENT PROJECT**


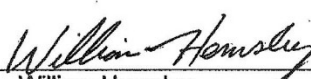
IN WITNESS WHEREOF, this AGREEMENT Amendment No. 1 has been fully executed on behalf of the San Bernardino County Flood Control District, the Yucaipa Valley Water District, and the City of Yucaipa by their duly authorized representatives.

CITY OF YUCAIPA


By its Authorized Representatives:

 _____	1-25-09 _____	_____	_____
Dick Riddell, Mayor	Date		Date

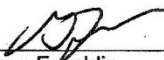
ATTEST:

 _____	1/21/09 _____	 _____	1/16/09 _____
Jennifer Shankland, General Services/ City Clerk City of Yucaipa	Date	William Hemsley, Director of Public Works/City Engineer	Date

APPROVED AS TO FORM:

 _____	_____
City Attorney City of Yucaipa	Date

APPROVED AS TO
CONTENT:

 _____	_____
Greg Franklin Administrative Services Officer City of Yucaipa	Date



Date: February 22, 2011

**Subject: Discussion Regarding a Modification to Ordinance No. 48-1998
Regarding the Billing of Multiple Meters**

On February 10, 1998, the Board of Directors conducted a public hearing and adopted Ordinance No. 48-1998 updating the rules and regulations related to potable water service for the Yucaipa Valley Water District [Director Memorandum No. 98-012]. The District staff has started a review of the Ordinance to address changes over the years. A modified ordinance is expected to be produced in the next few months.

During our review, it became apparent that a modification of Section 11.08 should be considered prior to the full revision of the ordinance. Specifically, Section 11.08 of Ordinance No. 48-1998 states that the District will not combine utility bills for separate meters on the same property. This provision was most likely related to the limited capability of the UNIX-based billing system and the small postcard bills used by the District at the time.

The District staff suggests modifying this provision by resolution and receiving authorization to revise our utility bill to provide for multiple meters on one invoice. Multiple meters are common for commercial business fire services and properties receiving recycled water.

A copy of the proposed resolution will be provided at the workshop.

11.05 Owner Liability: The property owner remains responsible for all charges owed to the District whether or not the property owner actually lives on the premises, or signs the application for water service form.

11.06 Billing Period: The regular billing period will be on a monthly basis.

11.07 Meter Reading: Meters will be read as nearly as possible on the same day of each month. Billing periods containing less than twenty-seven (27) days or more than thirty-three (33) days will be prorated.

11.08 Billing of Separate Meters Not Combined: Separate bills will be rendered for each meter installation. The District may, for its own convenience, consider each register of compound meters as a separate service and bill each as provided for herein.

11.09 Opening and Closing Bills: Opening and closing bills for less than the normal billing period shall be prorated as to water usage only. If the total period for which service is rendered is less than one month, the bill shall not be less than the monthly minimum charge applicable. Closing bills may be estimated by the District for the final period as an expediency to permit the customer to pay the closing bill at the time service is discontinued.

11.10 Payment of Bills: Bills for metered water service shall be rendered at the end of each billing period and are due and payable prior to the beginning of the next billing period. The



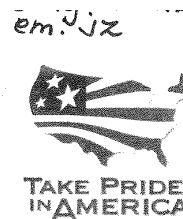
Date: February 22, 2011

Subject: Discussion Regarding the Ratification of Modification No. 003 to Cooperative Agreement No. R10AC35R03 for Funding of the Regional Brineline Project from the Bureau of Reclamation

In September 2010, Modification No. 002 to the ARRA Agreement with the Bureau of Reclamation was executed obligating \$75,000 of administrative funds to the District's funding agreement. The attached Modification No. 003 deobligates \$16,000 to provide additional administrative support to the District's Project.



SCANNED
United States Department of the Interior



BUREAU OF RECLAMATION
Southern California Area Office
27708 Jefferson Ave., Suite 202
Temecula, CA 92590-2628

IN REPLY REFER TO:

SCAO-2000
ADM-13.00

RECEIVED

FEB 16 2011

FEB 14 2011

YUCAIPA VALLEY
WATER DISTRICT

Mr. Joseph B. Zoba
General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

Subject: Modification No. 003, Cooperative Agreement No. R10AC35R03, Yucaipa Valley Regional Brine Line Project, Phases I, II and III

Dear Mr. Zoba:

When the subject agreement was executed, Reclamation withheld \$149,785 to cover our administrative costs. In September, Reclamation obligated \$75,000 of the administrative funds to the agreement in order to avoid the possibility of losing the funds when the work is completed. This obligation was performed with the understanding that funds would be deobligated as needed to cover our actual administrative costs. The funds that we had retained have now been exhausted, and therefore we need to deobligate \$16,000 in order to provide additional administrative funds.

Enclosed are the original and two duplicate originals of Modification No. 003 to the subject cooperative agreement which will deobligate the \$16,000. A total of \$4,196,000 will remain available for work performed under the agreement, including \$59,000 of administrative funds. If the modification is satisfactory, please execute all three copies on behalf of the Yucaipa Valley Water District, and return all documents to this office. An executed duplicate original will be returned for your files.

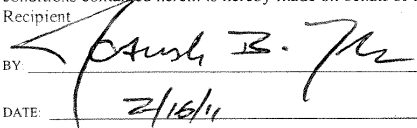
If you have any questions, please contact me at 951-695-5310.

Sincerely,

Dennis D. Wolfe
Area Engineer

Enclosure

UNITED STATES DEPARTMENT OF THE INTERIOR ORIGINAL
 BUREAU OF RECLAMATION
 ASSISTANCE AGREEMENT

1A. AGREEMENT NUMBER R10AC35R03	1B. MOD NUMBER 003	2. TYPE OF AGREEMENT [] GRANT [X] COOPERATIVE AGREEMENT	3. CLASS OF RECIPIENT Special District Government
4. ISSUING OFFICE (NAME, ADDRESS) SCAO-2000 Southern California Area Office Bureau of Reclamation 27708 Jefferson Avenue, Suite 202 Temecula, CA 92590		5. RECIPIENT (NAME, ADDRESS, TELEPHONE) Yucaipa Valley Water District 12770 Second Street Yucaipa, CA 92399 909-797-5117	
		<i>EIN #:</i> 95-2742131	<i>County:</i> San Bernardino
		<i>DUNS #:</i> 076060508	<i>Congress. Dist:</i> CA- 041
6. ADMINISTRATIVE POINT OF CONTACT (NAME, ADDRESS, TELEPHONE, E-MAIL) Dennis D. Wolfe, SCAO-2000 Bureau of Reclamation 27708 Jefferson Avenue, Suite 202 Temecula, CA 92590 Phone: 951-695-5310, E-mail: dwolfe@usbr.gov		7. RECIPIENT PROJECT MANAGER (NAME, ADDRESS, TELEPHONE, E-MAIL) Brent Anton Yucaipa Valley Water District 12770 Second Street Yucaipa, CA 92399 Phone: 909-797-5118, E-mail: banton@yvwd.dst.ca.us	
8. GRANTS OFFICER TECHNICAL REPRESENTATIVE (NAME, ADDRESS, TELEPHONE, E-MAIL) Dennis D. Wolfe, SCAO-2000 Bureau of Reclamation 27708 Jefferson Avenue, Suite 202 Temecula, CA 92590 Phone: 951-695-5310, E-mail: dwolfe@usbr.gov		9A. INITIAL AGREEMENT EFFECTIVE DATE: March 29, 2010	9B. MODIFICATION EFFECTIVE DATE: See Block 17A
10. COMPLETION DATE August 31, 2012			
11. PROGRAM STATUTORY AUTHORITY Section 1655 Title XVI of Pub. L. 102-575, as amended			CFDA 15.504
12. FUNDING INFORMATION	<u>RECIPIENT/OTHER</u>	<u>RECLAMATION</u>	13. REQUISITION NUMBER 11350100026
Total Estimated Amount of Agreement	\$17,314,251	\$4,286,785	14A. ACCOUNTING AND APPROPRIATION DATA Cost Authority: 121-2009-6000-195-00-0-0 Cost Center: 3501000 Object Code: 411C
This Obligation	\$16,000	(\$16,000)	
Previous Obligation	\$17,389,036	\$4,212,000	
Total Obligation	\$17,405,036	\$4,196,000	
Cost-Share %	75%	25%	14B. TREASURY ACCOUNT FUNDING SYMBOL 14-0681
15. PROJECT TITLE AND BRIEF SUMMARY OF PURPOSE AND OBJECTIVES OF PROJECT The agreement titled Yucaipa Valley Regional Brineline Project, Phases I, II, and III is modified as follows: 1. This is a funding change as shown in Block 12. 2. In the third paragraph of Section I.4, the amount of funds that Reclamation has available for this agreement is changed to \$4,196,000.			
16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named Recipient BY:  DATE: 2/16/11		17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Bureau of Reclamation BY: _____ DATE: _____	
16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER Joseph B. Zoba General Manager 909-797-5117 <input type="checkbox"/> Additional signatures are attached		17b. NAME OF GRANTS OFFICER William J. Steele Grants Officer	