



Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399 Phone: (909) 797-5117

Notice and Agenda of a Regular Meeting of the Board of Directors

Wednesday, April 20, 2016 at 6:00 p.m.

- I. **CALL TO ORDER** - Pledge of Allegiance
- II. **ROLL CALL**
- III. **PUBLIC COMMENTS** - At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. **CONSENT CALENDAR** - All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the board considers the motion unless members of the board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.
 - A. Minutes of Meetings
 - 1. Regular Board Meeting - March 16, 2016
 - 2. Board Workshop - March 29, 2016
 - 3. Regular Board Meeting - April 6, 2016
 - 4. Board Workshop - April 12, 2016
 - B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts
 - 2. Ratify General Expenses for March 2016
- V. **STAFF REPORT**
- VI. **DISCUSSION ITEMS**
 - A. Consideration of Development Agreement No. 2016-03 to Provide Sewer Facilities and Service to the Private Development of Tract Map 36818, MBTK Homes, LLC (Assessor's Parcel Numbers 411-150-025, 411-150-026 and 411-150-027) [[Director Memorandum No. 16-038 - Page 74 of 158](#)]
 - RECOMMENDED ACTION: That the Board of Directors approve Development Agreement No. 2016-03 as presented.

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Tysa Baeumel at (909) 797-5117 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 board meeting packet are available for public inspection during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting material is also be available on the District's website at www.yvwd.dst.ca.us

- B. Unaudited Financial Report for the Period Ending on March 31, 2016 [\[Director Memorandum No. 16-039 - Page 89 of 158\]](#)
RECOMMENDED ACTION: That the Board receives and files the unaudited financial report as presented.
- C. Consideration of an Agreement to Purchase Inland Empire Brine Line Capacities from the San Bernardino Valley Municipal Water District [\[Director Memorandum No. 16-040 - Page 119 of 158\]](#)
RECOMMENDED ACTION: That the Board authorizes the General Manager to execute the necessary agreements with the San Bernardino Valley Municipal Water District to secure 0.5 million gallons per day of Pipeline Capacity and 0.3 million gallons per day of Treatment and Disposal Capacity in the Inland Empire Brineline for a sum not to exceed \$3,212,643.
- D. Notice of Completion for the Construction Contract with Dustin Smith Equipment, DSE Grading and Demo for the Demotion of the Building, Basement and Foundation at 35192 Cedar Street Avenue, Yucaipa [\[Director Memorandum No. 16-041 - Page 143 of 158\]](#)
RECOMMENDED ACTION: That the Board authorizes the filing of the Notice of Completion.
- E. Consideration of Resolution No. 2016-14 Authorizing the Installation of Fire Hydrants for Improved Fire Suppression in Public Right-of-Ways to Protect Existing Structures and Customers of the Yucaipa Valley Water District [\[Director Memorandum No. 16-042 - Page 145 of 158\]](#)
RECOMMENDED ACTION: That the Board provides suggested modifications to the draft resolution if needed and then adopts Resolution No. 2016-14.

VII. BOARD REPORTS & DIRECTOR COMMENTS

- A. State of the City of Yucaipa - April 14, 2016
- B. Reports by Board Members

VIII. ANNOUNCEMENTS

- A. April 26, 2016 at 4:00 p.m. - Board Workshop
- B. April 27, 2016 at 5:00 p.m. - San Gorgonio Pass Regional Water Alliance at the City of Banning
- C. April 28, 2016 at 6:00 p.m. - Special Board Meeting at Beaumont Cherry Valley Water District
- D. May 4, 2016 at 6:00 p.m. - Regular Board Meeting
- E. May 10, 2016 at 4:00 p.m. - Board Workshop
- F. May 4, 2016 at 6:00 p.m. - Regular Board Meeting
- G. May 10, 2016 at 4:00 p.m. - Board Workshop
- H. June 1, 2016 at 6:00 p.m. - Regular Board Meeting

IX. CLOSED SESSION

- A. Conference with Real Property Negotiator(s)
Property: Assessor's Parcel Number(s): 409-150-013
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Dfi Properties, LLC
Under Negotiation: Terms of Payment and Price

- B. Conference with Real Property Negotiator(s)
Property: Assessor's Parcel Numbers: 301-201-20, 27 and 28
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Abraham and Nabil Issa
Under Negotiation: Terms of Payment and Price
- C. Conference with Real Property Negotiator(s)
Property: Assessor's Parcel Numbers: 0301-211-020 and 0301-201-030
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Mesa Verde Ventures LLC c/o Betek Corporation
Under Negotiation: Terms of Payment and Price

X. ADJOURNMENT

Consent Calendar



Yucaipa Valley Water District

MINUTES OF A REGULAR BOARD MEETING

March 16, 2016 at 6:00 P.M.

Directors Present:

Lonni Granlund, President
Jay Bogh, Vice President
Bruce Granlund, Director
Ken Munoz, Director
Tom Shalhoub, Director

Staff Present:

Joseph Zoba, General Manager
Jack Nelson, Assistant General Manager
Jennifer Ares, Water Resource Manager
Vicky Elisalda, Controller
John Hull, Public Works Manager
Brent Anton, Engineering Manager
John Wrobel, Regulatory & Environmental Control
Manager

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Linda Shelton, Customer
David Duron, Customer
Richard Siegmund, Customer
Bassam Alzammar, Customer
Jan Leja, Customer

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Director Lonni Granlund at 6:00 p.m. at the Administrative Office Building, 12770 Second Street, Yucaipa, California.

CALL TO ORDER

Director Tom Shalhoub led the pledge of allegiance.

FLAG SALUTE

The roll was called and Director Jay Bogh, Director Bruce Granlund, Director Lonni Granlund, Director Ken Munoz, and Director Tom Shalhoub were present.

ROLL CALL

David Duron provided information about the current conditions of water storage reservoirs in northern California.

PUBLIC COMMENTS

Director Tom Shalhoub moved to approve the consent calendar and Director Ken Munoz seconded the motion to approve the consent calendar.

CONSENT CALENDAR

A. Minutes of Meetings

1. Regular Board Meeting - March 2, 2016
2. Board Workshop - March 8, 2016

B. Payment of Bills

1. Approve/Ratify Invoices for Board Awarded Contracts
2. Ratify General Expenses for February 2016

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Bruce Granlund - Yes
- Director Lonni Granlund - Yes
- Director Ken Munoz - Yes
- Director Tom Shalhoub - Yes

Reports by Board Members

- Director Bruce Granlund reported on the Joint Board meeting held at the Beaumont Cherry Valley Water District held on March 10, 2016.
- Director Lonni Granlund reported on the City of Yucaipa Economic development Advisory Committee meeting.
- Director Tom Shalhoub reported on the West Valley Water District meeting held on March 3, 2016.
- Director Tom Shalhoub reported on the City of Calimesa meeting held on March 7, 2016.
- Director Tom Shalhoub reported on the meeting of the San Geronio Pass Water Agency held on March 7, 2016.

BOARD REPORTS

General Manager Joseph Zoba discussed the following items:

- Operations Manager Bob Wall will be retiring from the Yucaipa Valley Water District on June 5, 2016.
- The Yucaipa Valley Regional Water Filtration Facility is now online and operational for 2016.
- The Yucaipa Valley Water District will be hosting a recycled water training session and community meeting on March 30, 2016.
- Item 7.B. will be removed from the meeting agenda for discussion and consideration.

STAFF REPORT

DISCUSSION ITEMS:

Following a staff presentation by Controller Vicky Elisalda, Director Ken Munoz moved and Director Bruce Granlund seconded a motion to receive and file the audited financial statements.

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Bruce Granlund - Yes
- Director Lonni Granlund - Yes
- Director Ken Munoz - Yes
- Director Tom Shalhoub - Yes

DM 16-032 UNAUDITED FINANCIAL REPORT FOR THE PERIOD ENDING ON FEBRUARY 29, 2016

This agenda item was removed prior to discussion and consideration of any action.

DM 16-033 CONSIDERATION OF DEVELOPMENT AGREEMENT NO. 2016-03 TO PROVIDE

SEWER FACILITIES
AND SERVICE TO THE
PRIVATE
DEVELOPMENT OF
TRACT MAP 36818,
MBTK HOMES, LLC
(ASSESSOR'S
PARCEL NUMBERS
411-150-012, 411-160-
006 AND 411-160-032)

Following a staff presentation by Engineering Manager Brent Anton, Director Ken Munoz moved and Director Tom Shalhoub seconded a motion to adopt Resolution No. 2016-13.

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Bruce Granlund - Yes
- Director Lonni Granlund - Yes
- Director Ken Munoz - Yes
- Director Tom Shalhoub - Yes

DM 16-034
ADOPTION OF
RESOLUTION NO.
2016-13 ADOPTING
THE STANDARD
SPECIFICATIONS FOR
THE DESIGN AND
PROCESSING,
FURNISHING OF
MATERIALS, AND
CONSTRUCTION OF
DRINKING WATER,
RECYCLED WATER
AND SEWER
FACILITIES

Following a staff presentation by Water Resource Manager Jennifer Ares, Director Bruce Granlund moved and Director Tom Shalhoub seconded a motion to adopt Resolution No. 2016-10.

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Bruce Granlund - Yes
- Director Lonni Granlund - Yes
- Director Ken Munoz - Yes
- Director Tom Shalhoub - Yes

DM 16-035
ADOPTION OF
RESOLUTION NO.
2016-10 ADOPTING AN
AMENDMENT TO THE
ENVIRONMENTAL
IMPACT REPORT AND
ENVIRONMENTAL
IMPACT STATEMENT
FOR THE CALIMESA
RECYCLED WATER
CONVEYANCE
PROJECT

This item involved a staff presentation by General Manager Joseph Zoba.

DM 16-036
DISCUSSION
REGARDING
REGIONAL IMPORTED
WATER SUPPLY
ISSUES, GOALS AND
SOLUTIONS IN THE
SAN GORGONIO PASS
AREA

Director Ken Munoz offered to coordinate a tour of the U.S. Pipe plant in northern California for the board members.

DIRECTOR
COMMENTS

Director Lonni Granlund called attention to the announcements listed on the agenda.

ANNOUNCEMENTS

The meeting was adjourned at 6:55 p.m.

ADJOURNMENT

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

March 29, 2016 at 4:00 P.M.

Directors Present:

Lonni Granlund, President
Jay Bogh, Vice President
Bruce Granlund, Director
Tom Shalhoub, Director

Staff Present:

Joseph Zoba, General Manager
Jack Nelson, Assistant General Manager
Vicky Elisalda, Controller
John Hull, Public Works Manager
Kevin King, Operations Manager
John Wrobel, Regulatory & Environmental Control
Manager
Jennifer Ares, Water Resource Manager
Mike Kostelecky, Senior Plant Operator

Directors Absent:

Ken Munoz, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

David Duron, Customer
Richard Siegmund, Customer
Linda Shelton, Customer
Vanessa Register, Customer
Leonard Stephenson, San Gorgonio Pass Water Agency
Gil Navarro, San Bernardino Valley Municipal Water District
David Armstrong, South Mesa Mutual Water Company
Jeff Davis, San Gorgonio Pass Water Agency

- I. Call to Order - 4:00 p.m.
- II. Public Comments - The following comments were provided by individuals in the audience:
 - David Duron provided information about the recent storm events, snow pack information, and sewer improvements by the City of Riverside.
 - Richard Siegmund asked about the status of the engineering guidance documents.
 - Vanessa Register mentioned that there should be clarification in the City of Yucaipa General Plan document about water resources.
- III. Staff Report - General Manager Joseph Zoba discussed the following topics:
 - There will be recycled water training session and community meeting on March 30, 2016.
 - There will be a meeting of retail water suppliers and wholesale water suppliers in the San Gorgonio Pass area on Thursday, March 31, 2016 at 6:00 pm. The meeting will be held at the Beaumont Cherry Valley Water District office in Beaumont.
- IV. Presentations
 - A. Overview of the California Drought and Yucaipa Valley Water District's Action Plan Related to the State Water Resources Control Board Mandatory Restrictions to Achieve a 36% Reduction in Potable Urban Water Use [Workshop Memorandum No. 16-059] - General Manager Joseph Zoba reported on the District's water

- conservation efforts and the steps taken to achieve the required 36% water conservation goal required by the State Water Resources Control Board.
- B. Implementation of a Capacity Fee for New Development by the San Gorgonio Pass Water Agency within the City of Calimesa and Riverside County Portion of the Yucaipa Valley Water District [Workshop Memorandum No. 16-060] - General Manager Joseph Zoba provided nexus information about the imposition of a capacity charge for new development located in both boundaries of the Yucaipa Valley Water District and the San Gorgonio Pass Water Agency.
- C. Presentation of the Regional Water Allocation Agreement for Water Imported by the San Gorgonio Pass Water Agency [Workshop Memorandum No. 16-061] - General Manager Joseph Zoba provided information about the allocation agreement used to distribute imported water within the San Gorgonio Pass Water Agency.
- V. Operational Updates
- A. Purchase of Inland Empire Brineline Pipeline and Treatment Capacity from the San Bernardino Valley Municipal Water District [Workshop Memorandum No. 16-062] - General Manager Joseph Zoba provided an overview of the potential purchase of pipeline, treatment and disposal capacity in the Inland Empire Brineline.
- VI. Capital Improvement Projects
- A. Status Report on the Construction of a 6.0 Million Gallon Drinking Water Reservoir R-12.4 - Calimesa [Workshop Memorandum No. 16-063] - General Manager Joseph Zoba provided an overview of the Reservoir R-12.4 project construction.
- B. Status Report on the Digester Cleaning and Cover Replacement Project at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 16-064] - Operations Manager Kevin King provided an overview of the digester lid coating project.
- VII. Policy Issues
- A. Consideration of Policies Regarding the Purchase of Supplemental Water Supplies for the Yucaipa Valley Water District [Workshop Memorandum No. 16-065] - General Manager Joseph Zoba provided information about the additional purchase of supplemental water to augment local water supplies.
- VIII. Administrative Items
- A. Rental of Bear Valley Mutual Water Company Stock Shares for the 2016 Irrigation Season [Workshop Memorandum No. 16-066] - General Manager Joseph Zoba provided information about the rental of Bear Valley stock for the 2016 irrigation season.
- IX. Director Comments
- No director comments provided.
- X. Adjournment - The meeting was adjourned at 5:45 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

MINUTES OF A REGULAR BOARD MEETING

April 6, 2016 at 6:00 P.M.

Directors Present:

Lonni Granlund, President
Jay Bogh, Vice President
Bruce Granlund, Director
Ken Munoz, Director

Staff Present:

Joseph Zoba, General Manager
Jennifer Ares, Water Resource Manager
Vicky Elisalda, Controller
John Hull, Public Works Manager
Ron McCall, Senior Plant Operator
Mike Kostelecky, Senior Plant Operator

Directors Absent:

Tom Shalhoub, Director

Consulting Staff Present:

David Wysocki, Legal Counsel
John Dietrich, Labor Attorney

Registered Guests and Others Present:

Linda Shelton, Customer
David Duron, Customer
Leonard Stevenson, San Gorgonio Pass Water Agency

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Director Lonni Granlund at 6:00 p.m. at the Administrative Office Building, 12770 Second Street, Yucaipa, California.

CALL TO ORDER

Director Lonni Granlund led the pledge of allegiance.

FLAG SALUTE

The roll was called and Director Jay Bogh, Director Bruce Granlund, Director Lonni Granlund, and Director Ken Munoz were present. Director Tom Shalhoub was absent.

ROLL CALL

David Duron provided information about a future news article to be published in the News-Mirror, the proposed twin tunnel project, and the water rate structure charged by the San Bernardino Valley Municipal Water District.

PUBLIC COMMENTS

All of the items included as part of the consent calendar on the meeting agenda were continued until the next board meeting.

CONSENT CALENDAR

Reports by Board Members

BOARD REPORTS

- Director Bruce Granlund reported on the Community Water Meeting held on March 30, 2016.
- Director Bruce Granlund reported on the Joint Board meeting held at the Beaumont Cherry Valley Water District held on March 31, 2016.

General Manager Joseph Zoba discussed the following items:

STAFF REPORT

- The San Bernardino Valley Municipal Water District met with water retailers and provided an allocation of imported water at various levels of Department of Water Resources Table “A” allocations.
- The Yucaipa Valley Water District is working together with the San Bernardino Valley Municipal Water District for the purchase of additional brineline and treatment capacity.

DISCUSSION ITEMS:

Following a staff presentation by General Manager Joseph Zoba, Director Jay Bogh moved and Director Ken Munoz seconded a motion to approve the rental of Bear Valley Mutual Water Company stock for the 2016 Irrigation Season to Camp Morning Star and Larry Jacinto.

DM 16-037
CONSIDERATION OF
BEAR VALLEY
MUTUAL WATER
COMPANY STOCK
RENTAL
COMMITMENTS FOR
THE 2016 IRRIGATION
SEASON

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Bruce Granlund - Yes
- Director Lonni Granlund - Yes
- Director Ken Munoz - Yes
- Director Tom Shalhoub - Absent

- Director Ken Munoz stated that he was withdrawing as an alternate member of the San Bernardino Valley Municipal Water District Commission on Water Policy. No alternative members were named to the Commission.
- Director Ken Munoz commented on the proposed cost of the Twin Tunnel Project.
- Director Bruce Granlund commented on the State Water Resources Control Board Emergency Regulations related to water conservation.
- Director Bruce Granlund suggested to consolidate the Board Reports and the Director Comments sections of the regular board meetings to the end of the meeting agenda in the future. There was a consensus of the board members to make the suggested change.

DIRECTOR
COMMENTS

Director Lonni Granlund called attention to the announcements listed on the agenda.

ANNOUNCEMENTS

Director Bruce Granlund, Director Lonni Granlund, Director Jay Bogh, Director Ken Munoz were present in closed session with Legal Counsel David Wysocki, Labor Attorney John Dietrich and General Manager Joseph Zoba concerning the following item:

CLOSED SESSION

- A. Conference with Labor Negotiator (Government Code 54957.6)
 District Negotiator: Joseph Zoba, General Manager

Employee Organization: IBEW Local Union 1436-YVWD
Employees Association

The Board of Directors and District staff reconvened out of closed session into open session and Legal Counsel David Wysocki reported that direction was provided to the General Manager but no reportable action was taken in closed session.

The meeting was adjourned at 7:10 p.m.

ADJOURNMENT

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

April 12, 2016 at 4:00 P.M.

Directors Present:

Lonni Granlund, President
Jay Bogh, Vice President
Ken Munoz, Director
Tom Shalhoub, Director

Staff Present:

Joseph Zoba, General Manager
Jack Nelson, Assistant General Manager
Vicky Elisalda, Controller
John Hull, Public Works Manager
Brent Anton, Engineering Manager
Kevin King, Operations Manager
John Wrobel, Regulatory & Environmental Control
Manager
Jennifer Ares, Water Resource Manager
Mike Kostelecky, Senior Plant Operator
Ron McCall, Senior Plant Operator

Directors Absent:

Bruce Granlund, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

David Duron, Customer
Linda Shelton, Customer
Vanessa Register, Customer
Chris Hollenbeck, Customer
Leonard Stephenson, San Gorgonio Pass Water Agency

- I. Call to Order - 4:00 p.m.
- II. Public Comments - The following comments were provided by individuals in the audience:
 - David Duron provided information about how the additional water supply is helping statewide hydroelectric power production.
- III. Staff Report - General Manager Joseph Zoba discussed the following topics:
 - The District staff is in the process of reviewing water consumption information using a new statistical model to illustrate the standard deviation between summer and winter months. This data will be used to determine if a water meter needs to be replaced.
 - There will be a meeting of retail water suppliers and wholesale water suppliers in the San Gorgonio Pass area on Thursday, April 28, 2016 at 6:00 pm. The meeting will be held at the Beaumont Cherry Valley Water District office in Beaumont.
- IV. Presentations
 - A. Overview of the California Drought and Yucaipa Valley Water District's Action Plan Related to the State Water Resources Control Board Mandatory Restrictions to Achieve a 36% Reduction in Potable Urban Water Use [Workshop Memorandum No. 16-067] - General Manager Joseph Zoba reported on the District's water conservation efforts and the steps taken to achieve the required 36% water conservation goal required by the State Water Resources Control Board.
 - B. Presentation of the Regional Water Allocation Agreement for Water Imported by the San Gorgonio Pass Water Agency [Workshop Memorandum No. 16-068] -

General Manager Joseph Zoba provided an overview of the allocation plan for the San Gorgonio Pass area.

- V. Operational Updates
- A. Purchase of Inland Empire Brineline Pipeline and Treatment Capacity from the San Bernardino Valley Municipal Water District [Workshop Memorandum No. 16-069] - General Manager Joseph Zoba provided an overview of the purchase of pipeline, treatment and disposal capacity in the Inland Empire Brineline.
- VI. Capital Improvement Projects
- A. Status Report on the Construction of a 6.0 Million Gallon Drinking Water Reservoir R-12.4 - Calimesa [Workshop Memorandum No. 16-070] - Engineering Manager Brent Anton provided an overview of the Reservoir R-12.4 project construction.
- B. Status Report on the Digester Cleaning and Cover Replacement Project at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 16-071] - Operations Manager Kevin King provided an overview of the digester lid coating project.
- VII. Policy Issues
- A. Consideration of a Policy Regarding the Installation of Fire Hydrants for Additional Fire Suppression in Public Right-of-Ways throughout the Yucaipa Valley Water District [Workshop Memorandum No. 16-072] - General Manager Joseph Zoba provided information about developing a policy for the installation of new fire hydrants for existing structures to improve the overall fire suppression efforts in the water service area.
- VIII. Administrative Items
- A. Review of the Unaudited Financial Report for the Period Ending on March 31, 2016 [Workshop Memorandum No. 16-074] - Controller Vicky Elisalda provided an overview of the Unaudited Financial Report.
- B. Calculation of Water Budgets for Validation of Annual Change in Storage of Groundwater Conditions [Workshop Memorandum No. 16-075] - General Manager Joseph Zoba provided information about conducting annual studies related to the change in storage of water resources in the Yucaipa Management Zone.
- IX. Director Comments
- Director Ken Munoz asked the District staff about the ongoing valve exercise program for the water distribution system. Public Works Manager John Hull provided information about the ongoing maintenance program.
 - Director Tom Shalhoub discussed his viewing of the digester project at the Wochholz Regional Water Recycling Facility.
- X. Adjournment - The meeting was adjourned at 5:20 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

Board Awarded Contracts
Consent Calendar Regular Meeting - April 20, 2016

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	Encumbered Funds - Remaining Contract Amount				
										General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds
Aklufi & Wysocki - FY 2016 Legal Services (Operating)	--	*-5-06-54107	--	--	\$37,538	\$5,175	\$42,713							
DDB Engineering (R-Reserves) Application to DDW for the Recharge at Wilson Creek Basins	15-086	04-19771	--	\$35,900	\$13,833	\$4,208	\$18,041	\$17,859	50%				\$17,859	
Delta Partners \$90,000 per year-LegislativeConsult (exp 12/18) W/S Oper	13-079	*-5-06-54109	--	\$90,000	\$15,000	\$7,500	\$22,500	\$67,500	75%	\$67,500				
Dudek (S-Operating) 2016-Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt Zones	16-009	03-5-06-54109	--	\$95,660	\$13,592	\$14,258	\$27,850	\$67,810	71%	\$67,810				
Dudek (R-Operating) Install Groundwater Observation Wells near San Timoteo Creek	15-098	04-5-06-57030	--	\$59,747	\$5,558	\$1,075	\$6,633	\$53,115	89%	\$53,115				
Dustin Smith Equipment (W-Reserves) Install Groundwater Observation Wells near San Timoteo Creek	16-012	02-10310	--	\$19,900	\$0	\$19,900	\$19,900	\$0	0%	\$0				
Fuel Serv (W/S - 80/20 Operating) Install Fuel Automation System	15-102	0X-5-40-57006	--	\$45,331	\$31,181	\$14,130	\$45,311	\$20	0%	\$20				
Gateway Pacific Contractors, Inc. (Scip Funds) Construction of 6.0 MG Reservoir R-12.4	14-091	SCIP funding	--	\$7,520,080	\$6,002,819	\$140,560	\$6,143,379	\$1,376,701	18%					\$1,376,701
Geoscience (R-Operating) Preparation of a groundwater model for the Gateway Basin CO #1 - preparation of groundwater model		04-5-06-54109		\$51,710	\$40,690	\$0	\$40,690	\$11,020	21%	\$11,020				
	14-070		\$35,320											
	15-010		\$16,390											
Harper & Associates (W-Operating) Engineering, Project Mgmt & Inspection Svcs for coating repairs YVRWFF	15-062	02-5-01-57040	\$16,615	\$16,615	\$13,990	\$0	\$13,990	\$2,625	16%	\$2,625				
J. Colon Coatings (W-Operating) Coating Repairs at YVRWFF CO #1	15-112 16-027	02-5-01-57040	\$61,215 \$2,910	\$64,125	\$60,919	\$0	\$60,919	\$3,206	5%	\$3,206				
Krieger & Stewart Initiate Design of R-12.4 (W-Reserves) TO#4 Revised TO#4, Amendment #2 TO#5- Construction Mgmt Services TO#5, Design R-13.4 and H-2 Reservoirs for JP Ranch 60% R-13.4 and 40% H-2 (Developer Funds) TO#7, Design of a 24" Recycled Water Pipeline TO#7, Amendment #1 Addtl Design Costs	04-164 05-075 14-014 14-092 05-083 05-083 11-091 14-012	65-295	\$74,900 \$600 \$45,000 \$482,500	\$482,500	\$362,621	\$14,997	\$377,618	\$104,882	22%	\$104,882				
	05-083	65-180	\$47,400	\$79,000	\$50,471	\$0	\$50,471	\$28,529	36%					\$28,529
	05-083	65-179	\$31,600											
	11-091	04-9435	\$220,800	\$269,800	\$268,707	\$0	\$268,707	\$1,093	0%				\$1,093	
	14-012		\$49,000											
One Stop Landscape Supply FY 2016 Sludge Hauling\Reuse (Oper)	--	03-5-02-57031	--	--	\$185,574	\$23,948	\$209,521							
Pascal & Ludwig (S-Reserves) Cleaning & replacement of 4 digester covers at WRWRF Additional coating repairs	15-041 16-008	03-14500 03-1400	\$2,175,000 \$67,347	\$2,242,347	\$1,312,710	\$130,000	\$1,442,710	\$799,637	36%			\$799,637		
Platinum Advisors (W/S Operating) FY 2016 Lobbyist N-T-E per month FY 2016 Quarterly Filing & Misc. Expenses	13-080	02-5-06-54109 02-5-06-54109	-- --	-- --	\$45,000 \$125	\$5,000 \$125	\$50,000 \$250							

Board Awarded Contracts
Consent Calendar Regular Meeting - April 20, 2016

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	Encumbered Funds - Remaining Contract Amount				
										General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds
RMC Water & Environment														
TO#25, Digester Cleaning & a Solids Process Cond Assess	12-066	88-12830	\$57,730	\$329,600	\$327,861	\$13,671	\$341,532	(\$11,932)	-4%			(\$11,932)		
TO#25, Amendment #1 (S-Reserves)	13-074	03-502-51003	\$271,870											
TO#26, SRF Mgmt Svcs-Calimesa Regional Recycled Pipeline (R-FCC)	14-023	04-5-06-54109		\$95,692	\$47,811	\$0	\$47,811	\$47,881	50%				\$47,881	
Dewatering Equip Pilot Testing Support Svcs at WRWRF (S-Oper)	15-044	03-5-06-54109		\$45,000	\$38,877	\$0	\$38,877	\$6,123	14%	\$6,123				
Application to DDW for the Recharge at Wilson Creek Basins (R-Resvs)	15-086	04-19771	--	\$131,979	\$39,230	\$25,021	\$64,251	\$67,728	51%				\$67,728	
Separation Processes, Inc. (W-Reserves)														
Design & Construction Supports Servs for NF SCRAM	15-047	02-14500		\$191,820	\$57,966	\$206	\$58,172	\$133,648	70%		\$133,648			
Application to DDW for the Recharge at Wilson Creek Basins (R-Resrvs)	15-086	04-19771	--	\$42,860	\$12,990	\$5,057	\$18,048	\$24,812	58%				\$24,812	
Skydrop Irrigation Controllers (W-Reserves Funds 25% Muni)														
Purchase of Wi-Fi based irrigations controllers	15-043	02-11201	\$250,000	\$550,000	\$449,990	\$0	\$449,990	\$100,010	18%		\$100,010			
Purchase 500 additional controller	16-010	02-11201	\$100,000											
Purchase 1000 additional controllers	16-029	02-11201	\$200,000											
SmartCover Systems (S-Operating)														
Purchase of 9 SmartCover Systems	15-101	03-5-07-51003		\$42,952	\$42,952	\$0	\$42,952	\$0	0%					
Vavrinek, Trine, Day & Company (VTD) (Operating)														
FY 2016 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106	*-5-06-54108		\$23,900	\$0	\$0	\$0	\$23,900	100%	\$23,900				
FY 2017 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106	*-5-06-54108												
FY 2018 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106	*-5-06-54108												
FY 2019 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106	*-5-06-54108												
Weka, Inc. (R-Reserves)														
Construction of NB-12.2 Recycled Water Booster Station	15-091	04-18508	--	\$317,772	\$0	\$0	\$0	\$317,772	100%				\$317,772	
GRAND TOTALS				\$12,559,263	\$9,510,748	\$424,831	\$9,935,579	\$2,926,168	--	\$235,319	\$338,541	\$787,705	\$159,373	\$1,405,230
										\$235,319		\$1,285,619		\$1,405,230
Approval of General Expenses March 2016 (Check Register Attached)														

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/01/2016	25465	ADS, LLC	3,951.00
03/01/2016	25466	Ameripride Uniform Services	512.79
03/01/2016	25467	Applied Best Practices, LLC	302.50
03/01/2016	25468	Redlands Employment Services	1,707.12
03/01/2016	25469	Bear Valley Mutual Water Compa	1,176.00
03/01/2016	25470	California Urban Water Conserv	3,076.51
03/01/2016	25471	Fedex	54.18
03/01/2016	25472	InfoSend, Inc.	3,506.04
03/01/2016	25473	Kelly Services, Inc.	1,069.20
03/01/2016	25474	Krieger & Stewart	111,291.16
03/01/2016	25475	Leroy's Landscape Services	2,955.00
03/01/2016	25476	San Bernardino County Flood Co	1,315.00
03/01/2016	25477	SCE Rosemead	132,471.96
03/01/2016	25478	Southern CA Emergency Medicine	225.00
03/01/2016	25479	South Coast A.Q.M.D.	467.98
03/01/2016	25480	U.S. Postal Service (AMS-TMS)	2,000.00
03/01/2016	25481	Verizon	84.23
03/01/2016	25482	All American Sewer Tools	30,064.96
03/01/2016	25483	Ampak Chemicals, Inc.	4,001.40
03/01/2016	25484	Auto Care Clinic	81.11
03/01/2016	25485	BofA Credit Card	2,668.29
03/01/2016	25486	California Boiler, Inc.	1,020.60
03/01/2016	25487	CHJ Consultants	9,580.25
03/01/2016	25488	Clinical Laboratory of San Ber	8,595.00
03/01/2016	25489	Grainger	765.47
03/01/2016	25490	Alan L. Grubel Automotive Inc.	557.73
03/01/2016	25491	Inland Water Works Supply Co.	5,094.31
03/01/2016	25492	Innerline Engineering	1,750.00
03/01/2016	25493	Nagem, Inc.	2,454.70
03/01/2016	25494	Office Solutions Business Prod	400.63
03/01/2016	25495	P & R Paper Supply Co., Inc.	116.77
03/01/2016	25496	Polydyne Inc.	5,713.20
03/01/2016	25497	Red Alert Special Couriers	344.26
03/01/2016	25498	Safety Kleen Systems, Inc.	144.00
03/01/2016	25499	Schaner's WasteWater Prod., In	2,478.17
03/01/2016	25500	United Rentals Northwest, Inc.	1,655.26
03/01/2016	25501	Calmat Company	7,109.20
03/01/2016	25502	State Water Resources Control	120.00
03/01/2016	25503	Water Environment Federation	297.00
03/01/2016	25504	Geoff Risaliti	164.00
03/01/2016	25505	CAGLE, KELLEY	70.01
03/01/2016	25506	HAIG, TODD	128.35
03/01/2016	25507	HUANG, TONY	84.10
03/01/2016	25508	CHAPPELL, JASON	44.54
03/01/2016	25509	WSR PROPERTY MGMT	64.79
03/01/2016	25510	COOPER, BENJAMIN F	42.43
03/01/2016	25511	Michael J. O'Day	550.00
03/04/2016	25512	PAYROLL CHECK	2,066.56
03/04/2016	25513	PAYROLL CHECK	709.79
03/04/2016	25514	CA-PERS Supplemental Income 45	20,916.38
03/04/2016	25515	WageWorks, Inc.	1,462.27
03/04/2016	25516	Public Employees' Retirement S	22,723.70
03/04/2016	25517	Hong Nelson	125.00
03/04/2016	25518	IBEW Local 1436	252.00
03/04/2016	25519	California State Disbursement	115.38
03/04/2016	25520	California State Disbursement	476.30
03/04/2016	25521	Department of the Treasury - I	125.00
03/04/2016	25522	American Family Life Assurance	2,505.43

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/04/2016	25523	Boot Barn #4	346.38
03/04/2016	25524	Cobb's Printing, LLC	103.68
03/04/2016	25525	CWEA/SSCSC	270.00
03/04/2016	25526	Rodd Greene	601.00
03/04/2016	25527	Tom Shalhoub	52.38
03/04/2016	25528	Robert Hines	601.00
03/04/2016	25529	Aetna Health of California	67,722.00
03/07/2016	25530	AWWA CA-NV (Rancho Cucamonga)	55.00
03/07/2016	25531	Ameripride Uniform Services	536.73
03/07/2016	25532	Redlands Employment Services	948.40
03/07/2016	25533	Association of Environmental P	250.00
03/07/2016	25534	Central Communications	306.31
03/07/2016	25535	Coverall North America, Inc.	1,021.00
03/07/2016	25536	First American Data Tree, LLC	50.00
03/07/2016	25537	Raiset R. Santana and Adriana	72.50
03/07/2016	25538	Kelly Services, Inc.	855.36
03/07/2016	25539	Konica Minolta Business Soluti	2,303.63
03/07/2016	25540	NetComp Technologies, Inc.	39,025.80
03/07/2016	25541	Praxair Inc.	26.32
03/07/2016	25542	SCCI, Inc.	350.00
03/07/2016	25543	South Mesa Water Company	25.00
03/07/2016	25544	Association of San Bernardino	105.00
03/07/2016	25545	U.S. Telepacific Corp	3,870.46
03/07/2016	25546	The Gas Company	897.67
03/07/2016	25547	U.S. Postal Service	480.00
03/07/2016	25548	Underground Service Alert Of S	174.00
03/07/2016	25549	Yucaipa Disposal, Inc.	1,407.16
03/07/2016	25550	City of Yucaipa	41,400.00
03/07/2016	25551	News Mirror Publishing, Inc.	1,347.00
03/07/2016	25552	News Mirror Publishing, Inc.	898.00
03/07/2016	25553	Airgas, Inc.	2,941.12
03/07/2016	25554	All American Sewer Tools	4,409.53
03/07/2016	25555	Aqua-Metric Sales Company	15,318.72
03/07/2016	25556	Bear Communications, Inc.	275.00
03/07/2016	25557	Calolympic Glove & Safety Co.,	215.11
03/07/2016	25558	Crown Ace Hardware - Yucaipa	1,129.60
03/07/2016	25559	Gonzales Environmental Consult	14,756.91
03/07/2016	25560	Harper & Associates Eng., Inc.	2,100.00
03/07/2016	25561	HD Supply Waterworks, Ltd.	2,854.83
03/07/2016	25562	KAD Paving Company	36,800.00
03/07/2016	25563	Kevin E. French	6,436.34
03/07/2016	25564	Lowe's Companies, Inc.	76.79
03/07/2016	25565	Nuckles Oil Company, Inc.	1,057.31
03/07/2016	25566	Nagem, Inc.	53.70
03/07/2016	25567	Office Solutions Business Prod	272.40
03/07/2016	25568	Optics Planet, Inc.	517.89
03/07/2016	25569	R & R Anderson Trucking	2,035.79
03/07/2016	25570	RDO Equipment Co.	252.05
03/07/2016	25571	Riverside Winnelson Company	17,343.32
03/07/2016	25572	ROW Traffic Safety, Inc.	358.02
03/07/2016	25573	Safety Kleen Systems, Inc.	576.74
03/07/2016	25574	YRC, Inc.	286.03
03/07/2016	25575	Standard Insurance Company	2,618.36
03/07/2016	25576	Western Dental Services, Inc.	302.27
03/07/2016	25577	Cypress Insurance Company	15,735.86
03/07/2016	25578	Anthem Blue Cross L and H	379.90
03/07/2016	25579	Standard Insurance Company	3,169.57
03/07/2016	25580	Standard Insurance Vision Plan	672.56

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/07/2016	25581	MetLife Small Business Center	586.82
03/07/2016	25582	Taylor Corporation	118.29
03/14/2016	25583	Aklufi & Wysocki	5,962.50
03/14/2016	25584	Citizens Business Bank	8,525.00
03/14/2016	25585	DDB Engineering Inc.	6,105.00
03/14/2016	25586	Delta Partners, LLC	7,500.00
03/14/2016	25587	Dudek & Associates, Inc	15,149.49
03/14/2016	25588	Fuel Equipment Services, Inc.	31,181.32
03/14/2016	25589	Harper & Associates Eng., Inc.	2,917.50
03/14/2016	25590	J. Colon Coatings, Inc.	60,918.75
03/14/2016	25591	Krieger & Stewart	14,231.00
03/14/2016	25592	One Stop Landscape Supply Inc	21,940.00
03/14/2016	25593	Pacific Hydrotech Corporation	103,464.50
03/14/2016	25594	Pascal & Ludwig Constructors I	161,985.00
03/14/2016	25595	Platinum Advisors, LLC	5,000.00
03/14/2016	25596	RMC Water and Environment	34,888.21
03/14/2016	25597	Sacramento Bank of Commerce	1,813.00
03/14/2016	25598	Security Bank of California	5,794.91
03/14/2016	25599	Skydrop Holdings, LLC	113,400.00
03/14/2016	25600	Weka, Inc.	110,103.25
03/14/2016	25601	Jeremy Costello	97.18
03/14/2016	25602	Ameripride Uniform Services	530.69
03/14/2016	25603	Redlands Employment Services	948.40
03/14/2016	25604	Corelogic, Inc.	330.00
03/14/2016	25605	Incode Division-Tyler Technolo	3,304.91
03/14/2016	25606	InfoSend, Inc.	5,238.90
03/14/2016	25607	Kelly Services, Inc.	1,055.84
03/14/2016	25608	Separation Processes, Inc.	807.00
03/14/2016	25609	Southern CA Emergency Medicine	300.00
03/14/2016	25610	Tattletale Portable Alarm Syst	3,105.00
03/14/2016	25611	Verizon	87.53
03/14/2016	25612	Agriserve Pest Control	16,246.32
03/14/2016	25613	Anthony Joseph Sobral	59.21
03/14/2016	25614	Ampak Chemicals, Inc.	4,001.40
03/14/2016	25615	Cemex Inc. USA	3,189.51
03/14/2016	25616	Victor James Valenti	4,115.61
03/14/2016	25617	Evoqua Water Technologies LLC	1,087.88
03/14/2016	25618	Hemet Valley Tool & Supply	181.83
03/14/2016	25619	Inland Water Works Supply Co.	1,476.99
03/14/2016	25620	Innerline Engineering	5,250.00
03/14/2016	25621	Larry Jacinto Farming, Inc.	900.00
03/14/2016	25622	JB Paving & Engineering, Inc.	1,075.00
03/14/2016	25623	Lowe's Companies, Inc.	1,486.67
03/14/2016	25624	MBC Applied Environmental Scie	3,900.00
03/14/2016	25625	Nuckles Oil Company, Inc.	3,048.20
03/14/2016	25626	Nagem, Inc.	3,200.96
03/14/2016	25627	P & R Paper Supply Co., Inc.	962.42
03/14/2016	25628	Pro-Pipe & Supply, Inc.	55.83
03/14/2016	25629	Riverside Winnelson Company	4.29
03/14/2016	25630	SB CNTY-Fire Protection Distri	356.44
03/14/2016	25631	Steven Enterprises, Inc	3,055.21
03/18/2016	25632	PAYROLL CHECK	2,025.75
03/18/2016	25633	CA-PERS Supplemental Income 45	18,683.44
03/18/2016	25634	WageWorks, Inc.	1,462.27
03/18/2016	25635	Public Employees' Retirement S	22,816.41
03/18/2016	25636	Hong Nelson	125.00
03/18/2016	25637	California State Disbursement	115.38
03/18/2016	25638	California State Disbursement	476.30

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/18/2016	25639	Department of the Treasury - I	125.00
03/21/2016	25640	California Water Environment A	820.00
03/21/2016	25641	Skydrop Holdings, LLC	4,750.00
03/21/2016	25642	RG SNYDER GROUP, INC	1,477.72
03/21/2016	25643	Atkinson, Andelson, Loya, Ruud	1,084.64
03/21/2016	25644	Ralph C. Casas	87.00
03/21/2016	25645	Ameripride Uniform Services	512.79
03/21/2016	25646	Brent Anton	24.28
03/21/2016	25647	Erin Anton	43.72
03/21/2016	25648	Applied Best Practices, LLC	399.50
03/21/2016	25649	Jennifer Ares	60.00
03/21/2016	25650	AT&T Mobility	1,733.58
03/21/2016	25651	Tysa Baeumel	60.00
03/21/2016	25652	Allison Barry	56.13
03/21/2016	25653	CA State Dept of Parks & Recre	2,000.00
03/21/2016	25654	Joan Cadiz	60.00
03/21/2016	25655	Fedex	23.59
03/21/2016	25656	Dan Hohman	60.00
03/21/2016	25657	House Of Quality, Parts Plus	1,264.90
03/21/2016	25658	InfoSend, Inc.	1,982.14
03/21/2016	25659	Kelly Services, Inc.	2,138.40
03/21/2016	25660	J Kevin King	60.00
03/21/2016	25661	Kevin E. French	6,436.34
03/21/2016	25662	Peggy Little	30.09
03/21/2016	25663	Matheson Tri-Gas, Inc	164.73
03/21/2016	25664	Ron McCall	60.00
03/21/2016	25665	Kyle C. Mitchell	60.00
03/21/2016	25666	Brant Musick	46.15
03/21/2016	25667	NetComp Technologies, Inc.	4,650.00
03/21/2016	25668	Sara Onate	28.25
03/21/2016	25669	Matthew Porras	48.56
03/21/2016	25670	VOID CHECK	0.00
03/21/2016	25671	State Water Resources Control	19,254.37
03/21/2016	25672	The Counseling Team Internatio	300.00
03/21/2016	25673	Thaxton Van Belle	60.00
03/21/2016	25674	All American Sewer Tools	302.58
03/21/2016	25675	BofA Credit Card	1,611.29
03/21/2016	25676	Calolympic Glove & Safety Co.,	355.63
03/21/2016	25677	Center Electric	6,669.88
03/21/2016	25678	Jan Brinkman Jr.	545.00
03/21/2016	25679	Dinosaur Tire Inc.	71.25
03/21/2016	25680	Environmental Water Solutions,	3,996.52
03/21/2016	25681	Evoqua Water Technologies LLC	974.44
03/21/2016	25682	Fresno Oxygen	339.07
03/21/2016	25683	G&G Environmental Compliance,I	3,290.68
03/21/2016	25684	Grainger	1,038.33
03/21/2016	25685	Alan L. Grubel Automotive Inc.	393.98
03/21/2016	25686	Hach Company	891.94
03/21/2016	25687	Inland Water Works Supply Co.	17,969.52
03/21/2016	25688	Innerline Engineering	3,500.00
03/21/2016	25689	J.L. Wingert Co.	625.85
03/21/2016	25690	J. Colon Coatings, Inc.	400.00
03/21/2016	25691	JB Paving & Engineering, Inc.	5,825.00
03/21/2016	25692	JCS Welding, Inc.	500.00
03/21/2016	25693	Lowe's Companies, Inc.	4,253.73
03/21/2016	25694	MBC Applied Environmental Scie	1,300.00
03/21/2016	25695	McCall's Meter Sales & Service	1,871.31
03/21/2016	25696	Nuckles Oil Company, Inc.	2,933.47

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/21/2016	25697	Nagem, Inc.	3,043.99
03/21/2016	25698	Odyssey Power Corporation	14,914.70
03/21/2016	25699	Office Solutions Business Prod	115.69
03/21/2016	25700	Q Versa, LLC	21,016.40
03/21/2016	25701	R & R Anderson Trucking	678.19
03/21/2016	25702	Red Alert Special Couriers	344.26
03/21/2016	25703	Riverside Winnelson Company	17.16
03/21/2016	25704	Smart & Final Stores, LLC	167.26
03/21/2016	25705	Kirk S. Cannon	275.00
03/21/2016	25706	HD Supply Facilities Maintenan	557.52
03/21/2016	25707	Wilson Bohannan Company	705.70
03/21/2016	25708	ZEP Manufacturing Company	516.17
03/21/2016	25709	State Water Resources Control	54,277.31
03/21/2016	25710	State Water Resources Control	185,251.30
03/21/2016	25711	American Family Life Assurance	2,505.43
03/21/2016	25712	John Hull	278.33
03/21/2016	25713	YVWD-Petty Cash	346.25
03/21/2016	25714	US Healthworks Medical Group,	329.05
03/21/2016	25715	WageWorks, Inc.	212.75
03/21/2016	25716	San Bdno. Valley Muni. Water D	27,485.76
03/28/2016	25717	State Water Resources Control	230.00
03/28/2016	25718	Ameripride Uniform Services	544.18
03/28/2016	25719	Bay Alarm Company	4,695.09
03/28/2016	25720	Central Communications	270.95
03/28/2016	25721	CHJ Consultants	2,929.50
03/28/2016	25722	Jan Brinkman Jr.	165.00
03/28/2016	25723	Kelly Services, Inc.	1,069.20
03/28/2016	25724	Leroy's Landscape Services	3,195.59
03/28/2016	25725	SCE Rosemead	149,366.80
03/28/2016	25726	U.S. Telepacific Corp	3,926.24
03/28/2016	25727	Verizon	147.81
03/28/2016	25728	Western Municipal Water Distri	1,300.00
03/28/2016	25729	Yucaipa Disposal, Inc.	1,439.51
03/28/2016	25730	Ampak Chemicals, Inc.	4,212.00
03/28/2016	25731	Bob Walker	796.50
03/28/2016	25732	Brenntag Pacific, Inc	7,770.06
03/28/2016	25733	Cemex Inc. USA	1,087.56
03/28/2016	25734	Center Electric	5,618.48
03/28/2016	25735	Clinical Laboratory of San Ber	6,341.50
03/28/2016	25736	Duke's Root Control, Inc.	36,310.42
03/28/2016	25737	Hemet Valley Tool & Supply	320.76
03/28/2016	25738	Inland Water Works Supply Co.	4,215.84
03/28/2016	25739	Microflex Corp #774353	1,685.78
03/28/2016	25740	Patton Sales Corporation	52.16
03/28/2016	25741	Polydyne Inc.	5,713.20
03/28/2016	25742	Rickly Hydrological Co., Inc.	277.04
03/28/2016	25743	Riverside Winnelson Company	2,530.54
03/28/2016	25744	Smart & Final Stores, LLC	168.85
03/28/2016	25745	Steven Enterprises, Inc	1,101.89
03/28/2016	25746	Calmat Company	4,870.12
March 2016 Check Register Total			2,204,611.96

Staff Report



Yucaipa Valley Water District

State Water Resources Control Board

NOTICE OF PROPOSED SETTLEMENT WITH COACHELLA VALLEY WATER DISTRICT

FOR ALLEGED VIOLATIONS ASSOCIATED WITH THE EMERGENCY WATER
CONSERVATION REGULATIONS

WRITTEN COMMENTS DUE NO LATER THAN
12:00 noon on May 2, 2016

On or after May 2, 2016, the State Water Resources Control Board (State Water Board) or its delegee will consider approval of a proposed settlement with the Coachella Valley Water District to resolve an alleged violation associated with Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation). Specifically, the alleged violation involves Coachella Valley Water District's failure to meet its conservation standard.

The Coachella Valley Water District and the Prosecution Team have entered into a tentative settlement for this alleged violation, and have agreed to jointly seek the State Water Board's approval of that settlement through the adoption of a Stipulated Administrative Civil Liability Order. The proposed Order is attached to this notice.

SUBMISSION OF WRITTEN COMMENTS

Interested persons must submit written comments by **12:00 noon on May 2, 2016**. Written comment letters must be submitted to the attention of:

Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
1001 I Street, 24th floor
Sacramento, CA 95814

Comment letters may be submitted to the Clerk of the Board via email at: commentletters@waterboards.ca.gov (15 megabytes, or less, in size) or by fax at (916) 341-5620. Please indicate in the subject line "**Comment Letter – Coachella Valley Water District.**"

Comments may also be hand delivered. Couriers delivering comment letters must check in with lobby security personnel on the first floor of the CalEPA Building at the above address. Questions on comment submittals may be directed to Ms. Townsend, at (916) 341-5600.

Please direct other questions about this notice to Dr. Matthew Buffleben at (916) 341-5891 or Matthew.Buffleben@waterboards.ca.gov.

STATE WATER RESOURCES CONTROL BOARD

Coachella Valley Water District

ORDER WR-2016-00XX (Proposed)

SETTLEMENT AGREEMENT AND STIPULATION FOR ENTRY OF ADMINISTRATIVE CIVIL LIABILITY ORDER

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (hereafter "Stipulated Order" or "Order") is entered into by and between the Director of the State Water Resources Control Board's Office of Enforcement ("State Water Board"), on behalf of the State Water Board Prosecution Staff ("Prosecution Staff") and Coachella Valley Water District ("Settling Respondent" or "CVWD") (collectively "Parties") and is presented to the State Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Government Code section 11415.60.

Section II: RECITALS

WHEREAS, Coachella Valley Water District is alleged to have violated section 865(c)(1) of title 23 of the California Code of Regulations, as described in **EXHIBIT A** to this Stipulated Order; and

WHEREAS, the Parties have engaged in settlement negotiations and agree to fully settle the alleged violations without administrative or civil litigation and by presenting this Stipulated Order to the State Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Government Code section 11415.60. The Prosecution Staff believes that the resolution of the alleged violations is fair and reasonable and fulfills all of its enforcement objectives, that no further action is warranted concerning the specific violations alleged in **EXHIBIT A**, except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public.

Section III: STIPULATIONS

The Parties stipulate to the following:

- 1. Administrative Civil Liability:** Coachella Valley Water District hereby agrees to the imposition of an administrative civil liability totaling \$61,000.

The Parties agree that \$61,000 of the administrative civil liability shall be suspended ("Suspended Liability") pending completion of the water conservation Supplemental Environmental Project (SEP) as set forth herein and **EXHIBIT B.2.1 SEP Descriptions:** Coachella Valley Water District agrees to fund the SEP(s) described below:

CVWD will initiate a Landscaper Certification Program (LCP) for professional landscapers that will focus on water use efficiency. The class will be modeled after an existing course focused on air quality in relation to lawn scalping and re-seeding practices. The certification will be a requirement in order to obtain or renew a professional landscaping business license in any city or county areas in the Coachella Valley.

CVWD will partner with COD, a local community college with an established Landscape Management Program, Coachella Valley Association of Governments (CVAG), and the cities, county and neighboring water districts to implement the course and establish certification criteria for incorporation into each city's business license qualification requirements.

The course will be available online or at a local testing center. It will be available in English and Spanish.

CVWD will develop the curriculum of the LCP using existing staff that hold licenses and certifications in irrigation efficiency, plant water use, horticultural practices, arboriculture, and landscape/golf course irrigation auditing. CVWD will ensure the curriculum is high quality by asking for review from industry educators such as COD instructors or industry professionals. CVWD and COD will work together to create a course and certification based on the developed curriculum. CVWD and CVAG will work with the cities on an amendment to existing ordinances to establish the business license requirement.

2.2 SEP Definitions:

- a. "Designated State Water Board Representative" – the representative from the State Water Board responsible for oversight of the SEPs. That individual is: Jasmine Oaxaca or a person to be designated by the Director of the Office of Enforcement.
- b. "SEP Completion Date" – The date in which the SEP will be implemented in its entirety, while reporting on program success may on an annual basis in subsequent years.

2.3 SEP Completion Date: 4/1/2017 Upon a showing of good cause and upon written agreement of the Parties, the Director of the Office of Enforcement may extend the SEP Completion Date.

2.4 Agreement of Settling Respondent to Fund, Report and Guarantee Implementation of SEP: Coachella Valley Water District represents that: (1) it will fund the SEP in the amounts as described in this Stipulated Order; (2) it will provide certifications and written reports to the Designated State Water Board Representative consistent with the terms of this Stipulated Order detailing the implementation of the SEP; (3) it will guarantee implementation of the SEP identified in **EXHIBIT B** by remaining liable for the Suspended Liability until the SEP is completed and accepted by the State Water Board in accordance with the terms of this Stipulated Order. Coachella Valley Water District agrees that the State Water Board has the right to require an audit of the funds expended by it to implement the SEP.

2.5 SEP Progress Reports: Coachella Valley Water District shall provide monthly reports of progress on the SEP to the Designated State Water Board Representative commencing 30 days after this Stipulated Order becomes effective and continuing through submittal of the final report described below in Paragraph 2.6. If no activity occurred during a particular quarter, a quarterly report so stating shall be submitted.

2.6 Certification of Completion of SEP and Final Reports: On or before the applicable SEP Completion Date, the Settling Respondent shall submit a certified statement of completion of the SEP ("Certification of Completion"). The Certification of Completion shall be submitted under penalty of perjury, to the Designated State Water Board Representative by a responsible corporate official representing the Settling Respondent. The Certification of Completion shall include following:

- a. Certification that the SEP has been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the State Water Board to evaluate the completion of the SEP and the costs incurred by the Settling Respondent.
- b. Certification documenting the expenditures by the Settling Respondent during the completion period for the SEP. In making such certification, Settling Respondent may rely upon tracking systems used in the ordinary course of business that capture employee time, expenditures, and external payments to outside vendors such as environmental and information technology contractors or consultants. The certification need not address any costs incurred by the State Water Board for oversight. The Settling Respondent shall provide any additional information requested by the State Water Board staff which is reasonably necessary to verify SEP expenditures. Expenditures may include those made for the SEP after January 1, 2016, but prior to the formal adoption of this Order.

- c. Certification, under penalty of perjury, that the Settling Respondent followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act. To ensure compliance with CEQA where necessary, the Settling Respondent shall provide the State Water Board with the following documents from the lead agency prior to commencing SEP construction:
 - i. A certification that the SEP does not qualify as a “project” under CEQA.
 - ii. Categorical or statutory exemptions relied upon by the Settling Respondent;
 - iii. Negative Declaration if there are no potentially “significant” impacts;
 - iv. Mitigated Negative Declaration if there are potentially “significant” impacts but revisions to the project have been made or may be made to avoid or mitigate those potentially significant impacts; or
 - v. Environmental Impact Report (EIR)

3. Third Party Financial Audit: In addition to the certification, upon completion of the SEP and at the written request of the Director of the Office of Enforcement, the Settling Respondent, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to Director of the Office of Enforcement providing such party’s(ies’) professional opinion that the Settling Respondent has expended money in the amounts claimed by the Settling Respondent. The audit report shall be provided to the Designated State Water Board Representative within three (3) months of notice from the Director of the office of Enforcement to the Settling Respondent of the need for an independent third party financial audit. The audit need not address any costs incurred by the State Water Board for oversight.

4. State Water Board Acceptance of Completed SEP: Upon the Settling Respondent’s satisfaction of its SEP obligations under this Stipulated Order and completion of the SEP and any audit requested by the State Water Board, the Designated State Water Board Representative shall send the Settling Respondent a letter recognizing satisfactory completion of its obligations under the SEP. This letter shall terminate any further SEP obligations of the Settling Respondent and result in the permanent stay of the Suspended Liability.

5. Failure to Expend all Suspended Administrative Civil Liability Funds on the Approved SEP: In the event that Settling Respondent is not able to demonstrate to the reasonable satisfaction of the Designated State Water Board

Representative that the entire Suspended Liability has been spent to complete the components of the SEP for which the Settling Respondent is financially responsible, Settling Respondent shall pay the difference between the Suspended Liability and the amount the Settling Respondent can demonstrate was actually spent on the SEP, as an administrative civil liability. The Settling Respondent shall pay the additional administrative liability within 30 days of its receipt of notice of the Designated State Water Board Representative's determination that the Settling Respondent has failed to demonstrate that the entire Suspended Liability has been spent to complete the SEP components.

6. Failure to Complete the SEP: If the SEP is not fully implemented by the SEP Completion Date (as defined in Paragraph 2.3) required by this Stipulated Order, the Director of the State Water Board Office of Enforcement shall issue a Notice of Violation. As a consequence, the Settling Respondent shall be liable to pay the entire Suspended Liability or, if shown by Settling Respondent, some portion thereof less the value of the completion of any milestone requirements as determined by the Motion for Payment of Suspended Liability or as agreed in writing by the Parties. Unless otherwise agreed or determined by a Motion for Payment of Suspended Liability, the Settling Respondent shall not be entitled to any credit, offset, or reimbursement from the State Water Board for expenditures made on the SEP prior to the date of receipt of the Notice of Violation. The amount of the Suspended Liability owed shall be determined by agreement of the Parties or, if the Parties cannot reach agreement, via a "Motion for Payment of Suspended Liability" before the State Water Board, or its delegee. Upon a determination by the State Water Board, or its delegee, of the amount of the Suspended Liability assessed, the amount shall be paid to the State Water Board Division of Administrative Services within thirty (30) days after the service of the State Water Board's determination. In addition, the Settling Respondent shall be liable for the State Water Board's reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed amount will satisfy the Settling Respondent's obligations to implement the SEP.

7. Publicity: Should Coachella Valley Water District, or the agents or subcontractors of Coachella Valley Water District publicize one or more elements of the SEP, they shall state in a prominent manner that the project is being funded as part of the settlement of an enforcement action by the State Water Board against Coachella Valley Water District.

8. Compliance with Applicable Laws: Coachella Valley Water District understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in **EXHIBIT A** may subject it to further enforcement, including additional administrative civil liability.

9. Party Contacts for Communications related to Stipulated Order:

For the State Water Board:

Jasmine Oaxaca, PE
Water Resource Control Engineer
Jasmine.Oaxaca@waterboards.ca.gov
(916) 322-5327

For Coachella Valley Water District:

Katie Ruark
Conservation Manager
Coachella Valley Water District
kruark@cvwd.org
(760) 398-2661 ext. 3405

10. Attorney's Fees and Costs: Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

11. Matters Addressed by Stipulation, Release and Covenant Not to Sue Coachella Valley Water District: Upon adoption by the State Water Board, or its delegee, this Stipulated Order represents a final and binding resolution and settlement of all claims, violations or causes of action alleged in this Order or which could have been asserted based on the specific facts alleged in **EXHIBIT A** or this Stipulated Order against Coachella Valley Water District as of the effective date of this Stipulated Order ("Covered Matters"). The State Water Board releases and covenants not to sue Coachella Valley Water District from and against all claims, violations or causes of action alleged in this Order or which could have been asserted based on the specific facts alleged in **Exhibit A** or this Stipulated Order as of the effective date of this Stipulated Order. The provisions of this Paragraph are expressly conditioned on Coachella Valley Water District's completion of the SEP and any audit requested by the State Water Board.

12. Public Notice: Coachella Valley Water District understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the State Water Board, or its delegee. If the State Water Board's Executive Director receives significant new information that reasonably affects the propriety of presenting this Stipulated Order to the State Water Board, or its delegee, for adoption, the Executive Director may unilaterally declare this Stipulated Order void and decide not to present it to the State Water Board, or its delegee. Coachella Valley Water District agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

13. Addressing Objections Raised During Public Comment Period: The Parties agree that the procedure contemplated for the State Water Board's adoption of the settlement by the Parties and review by the public, as reflected in this Stipulated Order, will be adequate. In the event procedural objections are

raised prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

14. No Waiver of Right to Enforce: The failure of the Prosecution Staff or State Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of the Order. The failure of the Prosecution Staff or State Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order.

15. Effect of Stipulated Order: Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Prosecution Staff or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

16. Interpretation: This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. Coachella Valley Water District is represented by counsel in this matter.

17. Modification: This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the State Water Board or its delegee.

18. If Order Does Not Take Effect: In the event that this Stipulated Order does not take effect because it is not approved by the State Water Board, or its delegee, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the State Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

- a. Objections related to prejudice or bias of any of the State Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the State Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or

- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

19. No Admission of Liability: In settling this matter, Coachella Valley Water District does not admit to any of the allegations in **EXHIBIT A**, or that it has been or is in violation of the Water Code, or any other federal, state, or local law or ordinance.

20. Waiver of Hearing: Coachella Valley Water District has been informed of the rights provided by Water Code section 1055 and hereby waives its right to a hearing before the State Water Board prior to the adoption of the Stipulated Order.

21. Waiver of Right to Petition: Coachella Valley Water District hereby waives its right to petition the State Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

22. Respondent's Covenant Not to Sue: Coachella Valley Water District covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any Covered Matter.

23. State Water Board is Not Liable: Neither the State Water Board members nor the State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Settling Respondent, their directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the State Water Board, its members or staff be held as parties to or guarantors of any contract entered into by the Settling Respondent, their directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.

24. Authority to Bind: Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Order.

25. No Third Party Beneficiaries. This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.

26. Effective Date: This Stipulated Order shall be effective and binding on the Parties upon the date the State Water Board, or its delegee, enters the Order.

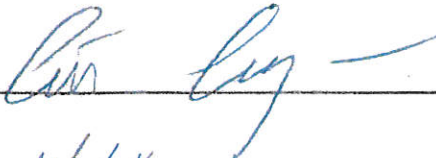
The State Water Board shall notify Coachella Valley Water District within 24 hours of entry of this Stipulated Order.

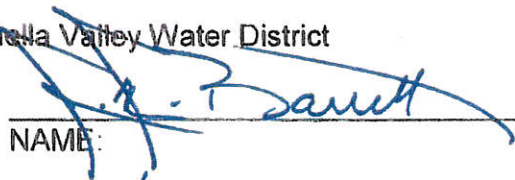
27. Counterpart Signatures: This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

28. Incorporation of Exhibits: Exhibits "A" and "B" are hereby incorporated by reference.

IT IS SO STIPULATED.

Director of the State Water Board Office of Enforcement

By: 
Date: 4/1/14

Coachella Valley Water District
By: 
NAME: _____
Date: 4.08.14

Order of the State Water Board

29. This is an action to enforce the laws and regulations administered by the State Water Board. The State Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.

Pursuant to Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the State Water Resources Control Board.

Christian M. Carrigan
Director, Office of Enforcement

Exhibit A



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

October 29, 2015

(sent via electronic mail and certified mail)

CERTIFIED MAIL

No. 7015 0640 0006 0950 4544

Mr. Jim Barrett
General Manager
Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236
jbarrett@cvwd.org

SUBJECT: ENFORCEMENT ACTION: ISSUANCE OF ADMINISTRATIVE CIVIL LIABILITY COMPLAINT FOR FAILURE TO MEET WATER CONSERVATION STANDARD

Dear Mr. Barrett

On May 5, 2015, the State Water Resources Control Board (State Water Board) adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation became effective on May 18, 2015. Among other things, the Emergency Regulation is designed to achieve the 25 percent statewide potable water usage reduction through February 2016 ordered by Governor Brown in his April 1, 2015 Executive Order.

The Emergency Regulation requires each urban water supplier to “reduce its total potable water production by the percentage identified as its conservation standard.” (Cal. Code Regs., tit. 23, § 865(c)(1).) Coachella Valley Water District has failed to meet its conservation standard. Therefore, I am issuing you the enclosed Administrative Civil Liability Complaint (Complaint) under Water Code sections 1846 and 1055. The proposed civil liability is based on the findings set forth in the enclosed Complaint.

If you have questions, or believe the allegations are erroneous, please contact Dr. Matthew Buffleben at (916) 341-5891, or by email at Matthew.Buffleben@waterboards.ca.gov. Your right to request a hearing to contest the allegations is also described in the Complaint.

Sincerely,

Christian M. Carrigan, Director
Office of Enforcement

Enclosure

FELICIA MARCUS, CHAIR | THOMAS HOWARD, EXECUTIVE DIRECTOR

1001 I Street, Sacramento, CA 95814 | Mailing Address: P.O. Box 100, Sacramento, CA 95812-0100 | www.waterboards.ca.gov

cc: *(via email only)*

Ms. Heather Engel
Coachella Valley Water District
Director of Communications and Conservation
hengel@cvwd.org

State Water Resources Control Board

Ms. Caren Trgovcich
Chief Deputy Director
caren.trgovcich@waterboards.ca.gov

Mr. Eric Oppenheimer, Director
Office of Research, Planning and Performance
eric.oppenheimer@waterboards.ca.gov

Mr. Max Gomberg
Office of Research, Planning and Performance
max.gomberg@waterboards.ca.gov

Dr. Matthew Buffleben, Chief
Special Investigations Unit
Matthew.Buffleben@waterboards.ca.gov

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

OFFICE OF ENFORCEMENT

ADMINISTRATIVE CIVIL LIABILITY COMPLAINT

In the Matter of Urban Water Conservation
by
**COACHELLA VALLEY WATER
DISTRICT**

YOU ARE HEREBY GIVEN NOTICE THAT:

1. The Coachella Valley Water District (Coachella Valley) is alleged to have failed to reduce its total potable water production by 36 percent for each month as compared to the amount used in the same month in 2013, in violation of California Code Regulations, title 23, section 865(c)(10), adopted by the State Water Resources Control Board (State Water Board or Board) pursuant to Water Code section 1058.5.
2. Water Code section 1846, subdivision (a)(2), provides that any person or entity that violates a regulation adopted by the Board may be liable for up to five hundred dollars (\$500) for each day the violation occurs. Water Code section 1846, subdivision (c), provides that civil liability may be imposed administratively by the State Water Board pursuant to Water Code section 1055.
3. Water Code section 1055, subdivision (a), provides that the Executive Director of the Board may issue a complaint to any person or entity on which Administrative Civil Liability (ACL) may be imposed. State Water Board Executive Director Thomas Howard has delegated this authority to Chief Deputy Director Caren Trgovcich, who in turn has delegated the authority to issue a complaint for violation of California Code Regulations, title 23, sections 865(d)(1) to the Director of the State Water Board's Office of Enforcement, Cris Carrigan.

ALLEGATIONS

4. On January 17, 2014, Governor Edmund G. Brown Jr. (Governor Brown) issued Proclamation No. 1-17-2014 (Proclamation), declaring a State of Emergency to exist in California under the Emergency Services Act due to severe drought conditions. The Proclamation, among other things, called on all Californians to reduce their water usage by 20 percent.
5. On April 25, 2014, Governor Brown issued a Proclamation of a Continued State of Emergency due to drought conditions, based on the need to strengthen the state's ability to manage water and habitat effectively in drought conditions.
6. On April 1, 2015, Governor Brown issued Executive Order B-29-15 (Executive Order) to strengthen the state's ability to manage water and habitat effectively in drought conditions. The Executive Order calls on all Californians to redouble their efforts to conserve water, and directs the State Water Board to impose restrictions on urban water suppliers to achieve a statewide 25 percent reduction in potable urban water usage through February 2016.
7. On May 5, 2015, the State Water Board adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation adds a new section to title 23 of the California Code of Regulations intended to safeguard urban water supplies in the event of

continued drought, minimize the potential for waste and unreasonable use of water, and achieve the 25 percent statewide potable water usage reduction ordered by Governor Brown in the Executive Order. The Emergency Regulation was approved by the Office of Administrative Law and became effective on May 18, 2015.

8. The Emergency Regulation requires each urban water supplier to “reduce its total potable water production by the percentage identified as its conservation standard.” California Code Regulations, title 23, section 865(c)(1).
9. Section 865(b)(2) requires urban water suppliers to prepare and submit a monitoring report to the State Water Board by the 15th of each month detailing the total amount of potable water produced compared to the amount produced in the same calendar month in 2013.
10. The drought conditions that formed the basis for the Executive Order and Emergency Regulations continue to exist and will likely continue to exist for the foreseeable future.
11. Coachella Valley has a conservation target, pursuant to section 865(c)(10), of 36 percent savings over its water usage in 2013. As of the date of its last report, Coachella Valley is cumulatively 6.1 percent behind in meeting the applicable conservation standard, which translates to an estimated 1,413,273,685 gallons of water.
12. On July 29, 2015 the State Water Board Office of Enforcement issued a Notice of Violation and an Information Order pursuant to its authority outlined in Section 866(b) of the Emergency Regulations, to determine what actions Coachella Valley had taken to comply with its conservation standard.
13. On August 5, 2015 State Water Board staff met with the District to review its response to the Information Order, discuss its water conservation program, and identify areas of potential water use savings.
14. Water Board staff reviewed the information provided by Coachella Valley in response to the Information Order and have been monitoring ongoing conservation efforts. There are significant deficiencies in Coachella Valley’s conservation program including: failure to issue penalties for water users who waste water or violate the local ordinance, failure to implement its conservation program in a timely fashion, as well as not implementing a water rate structure that fully incentivizes its customers to conserve water.
15. Water Board staff reviewed the urban supplier monthly reports and used two metrics assess the nature and persistence of the water conservation standard violations: 1) monthly and cumulative performance in meeting the numeric conservation standard, and 2) the total volume of water produced by the water supplier above the applicable conservation standard. These metrics were analyzed together to compile a single ranking. Coachella Valley was identified as a water supplier whose violation of the regulation was one of the most severe.
16. The circumstances described above indicate that Coachella Valley has violated section 865(c)(10) by failing to reduce its total potable water production by 36 percent for each month as compared to the amount used in the same month in 2013, or for a total of 122 days from the effective date of the Emergency Regulation on June 1, 2015 and the September 30, 2015 date tabulated in its last report.

PROPOSED CIVIL LIABILITY

17. Water Code section 1846, subdivision (a)(2), provides that any person or entity that violates a regulation adopted by the Bboard may be liable for up to five hundred dollars (\$500) for each day the violation occurs.

18. The evidence provided by Coachella Valley in the monthly reports that are submitted in compliance with Section 865(b)(2) demonstrates that Coachella Valley is in ongoing violation of the Conservation Order, beginning on June 1, through at least September 30th – a total of 122 days.
19. The maximum civil liability for the alleged violations is \$61,000.
20. In determining the amount of civil liability, California Water Code section 1055.3 requires that the State Water Board consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, and any corrective action taken by the violator.
21. In this case, Coachella Valley has consistently failed to meet its conservation standard, even after a Notice of Violation was issued by the State Water Board and a meeting was held with staff to advise about ways the District could meet the applicable standard. Coachella Valley has issued no penalties to its customers, and as such has failed to enforce its own water restrictions put in place to meet the conservation standard. Coachella Valley's violation of the emergency regulation has spanned four months, and is ongoing with little to no change in behavior, regardless of the previous enforcement actions taken and compliance assistance efforts made by the State Water Board.
22. Although not required under Water Code section 1055, State Water Board staff evaluated Coachella Valley's ability to pay the proposed civil liability. Water Board staff reviewed Coachella Valley's ability to satisfy immediate financial obligations by reviewing its financial reports and found the budgetary reserve is more than enough to pay the proposed civil liability.
23. Having taken into consideration the factors described above, the Director for the Office of Enforcement recommends an ACL for violating the emergency regulation of \$61,000. The recommended penalty is based on the circumstances known at this time: Coachella Valley's continued failure to meet its conservation standard despite repeated warnings during extreme ongoing drought conditions, Coachella Valley's ability to pay, and the need to provide a strong disincentive for continued violation by Coachella Valley, its residents and any similarly-situated parties.

RIGHT TO HEARING

24. Coachella Valley may request a hearing on this matter before the State Water Board. Any such request for hearing must be in writing and received or postmarked within 20 days of the date this notice is received. (California Water Code, § 1055, subd. (b).)
25. If Coachella Valley requests a hearing, Coachella Valley will have an opportunity to be heard and to contest the allegations in this Complaint and the imposition of an ACL by the State Water Board. If a hearing is requested, separate notice setting the time and place for the hearing will be mailed not less than 10 days before the hearing date.
26. If Coachella Valley requests a hearing, the State Water Board will consider at the hearing whether to impose the civil liability, and, if so, whether to adjust the proposed liability within the amount authorized by statute. Based on the evidence received at the hearing, the State Water Board may take any appropriate action in accordance with sections 100, 275, and 1050 et seq. of the California Water Code. Any State Water Board order imposing an ACL shall become final and effective upon issuance.
27. If Coachella Valley does not wish to request a hearing, please remit a cashier's check or money order within 20 days of the date of this Complaint for the amount of the ACL set forth above to:

State Water Resources Control Board

Division of Administrative Services
Accounting Branch 1001 I Street, 18th Floor,
Sacramento, CA 95814

28. If Coachella Valley does not request a hearing and does not remit the ACL amount, the State Water Board may seek recovery of the ACL amount as authorized by Water Code section 1055.4., may issue a Cease and Desist Order subjecting Coachella Valley to up to \$10,000 per day in civil liabilities for non-compliance, or may seek any other remedy authorized by law.

STATE WATER RESOURCES CONTROL BOARD



Christian M. Carrigan, Director
Office of Enforcement

Dated: 10/29/2015

Exhibit B

Exhibit B Supplemental Environmental Project

Project Name:

CVWD Water Efficiency Course (the Project)

Project Developed by:

Coachella Valley Water District (CVWD)

Project to be Performed by:

CVWD

Contact:

Katie Ruark
Conservation Manager
Coachella Valley Water District
kruark@cvwd.org
(760) 398-2661 ext. 3405

Compliance with SEP Criteria:

1. Benefit to Water Conservation

CVWD's Project will benefit water conservation by requiring all landscaper contractors who operate within the Coachella Valley to complete an annual water efficiency course. The course will help educate landscape contractors about the best management practices for water use outdoors.

2. SEP is not a pre-existing obligation of CVWD

CVWD is not required to develop, implement or fund the Project by any permit or order or any local, state or federal law because this project was developed exclusively as a Supplemental Environmental Project.

3. No Fiscal Benefit to Water Board

The Project does not provide any fiscal benefit to the Water Board's functions, its members or its staff.

4. Nexus Between Violation and SEP

A nexus exists between CVWD's alleged violation of its urban water conservation standard and the Project because the complaint filed against CVWD was brought

Exhibit B

Supplemental Environmental Project

against the district because of the alleged failure to meet the State Water Resources Control Board's conservation mandates. This program will help CVWD and its customers reduce water use.

Description of Project:

1. The goal(s) of the SEP and detailed plans for achieving the goal(s)

CVWD will initiate a Landscaper Certification Program (LCP) for professional landscapers that will focus on water use efficiency. The class will be modeled after an existing course focused on air quality in relation to lawn scalping and re-seeding practices. The certification will be a requirement in order to obtain or renew a professional landscaping business license in any city or county areas in the Coachella Valley.

CVWD will partner with COD, a local community college with an established Landscape Management Program, Coachella Valley Association of Governments (CVAG), and the cities, county and neighboring water districts to implement the course and establish certification criteria for incorporation into each city's business license qualification requirements.

The course will be available online or at a local testing center. It will be available in English and Spanish.

CVWD will develop the curriculum of the LCP using existing staff that hold licenses and certifications in irrigation efficiency, plant water use, horticultural practices, arboriculture, and landscape/golf course irrigation auditing. CVWD will ensure the curriculum is high quality by asking for review from industry educators such as COD instructors or industry professionals. CVWD and COD will work together to create a course and certification based on the developed curriculum. CVWD and CVAG will work with the cities on an amendment to existing ordinances to establish the business license requirement.

2. Key personnel involved in SEP

CVWD's staff will include:

Director of Communications and Conservation, Heather Engel

Conservation Manager, Katie Ruark

Water Management Supervisor, Don Ackley

3. Plans to continue or maintain the SEP beyond the SEP-funded period

Exhibit B

Supplemental Environmental Project

CVWD plans for a five year life time of the course. The total cost for a five year life time is approximately \$83,400, which exceeds the proposed administrative liability associated with this SEP of \$61,000. The Project will be fully implemented during the first 12 months, and CVWD will report to the State Water Board on program success annually for a total of five years.

4. Documented Support

The following documents supporting the SEP are attached to this exhibit:

- Draft Agreement between College of the Desert and CVWD regarding the development of curriculum and implementation of the class, (Attachment A)
- Draft Agreement with CVAG re business licensing ordinances, (Attachment B)
- Draft contract between CVWD and a web design firm for the full five year duration, (Attachment C) and
- Initial estimate of Course participants, and initial estimate of staff required to handle the estimated volume. (Attachment D)

Project Milestones and Budget:

1. The Project will include the following milestones:

Task	Anticipate Time	Anticipated Schedule
Initial coordinate with CVAD and COD	60 days	January 15-March 15, 2016
Develop curriculum	60 days	February 1-April 1, 2016
Incorporate curriculum into online platform	30 days	April 1-May 1, 2016
Class is available	On-going	May 1, 2016
Coordinate with CVAG and Cities, and propose draft language for ordinances (including city approval)	180 days	April 1-September 1, 2016
Outreach	1 year	April 1, 2016-April 1, 2017
City Staff Training	30 days	August 1-September 1, 2016
Implementation	1 years	September 1, 2016-September 1, 2017

2. CVWD shall submit monthly status reports as further described below in the section entitled “Reports to the State Water Board” on or before the 15th of each month during the first twelve months after adoption of the

Exhibit B

Supplemental Environmental Project

Order until the project is implemented, followed by annual reports for four additional years.

- 3. CVWD shall submit a final report and certification of completion of the implementation of the project as further described in the Settlement Agreement for this matter on: April 1, 2017.**

Project Performance Measures:

CVWD will measure the success of the Project in two ways: 1) By measuring the number of cities that have passed and implemented ordinances requiring landscape contractors to achieve certification before obtaining or a renewing a landscaping business license, and 2) by evaluating the number of participants in the landscaper certification program.

Suspension of \$61,000 in administrative civil penalty shall occur after successful completion of the Project and compliance with the SEP provisions in the Settlement Agreement for this matter, which include the requirement that CVWD demonstrate that it has expended a minimum of \$61,000 to implement the Project.

In the event CVWD does not expend at least \$61,000 on the project, the difference between \$61,000 and the amount expended shall be paid by CVWD to the State Water Resources Control Board Division of Administrative Services.

Reports to the State Water Board:

Each month until the SEP Completion Date, CVWD will provide a monthly progress report to the State Water Board's designated representative in accordance with schedule set forth in the Project Milestones and Budget section above. Each report shall include review of tasks completed and tasks projected, number of program participants, and copies deliverables associated with the program including course materials and outreach collateral.

CVWD will provide a final report and certification of completion in accordance with the Settlement Agreement for this matter.

State Water Resources Control Board

NOTICE OF PROPOSED SETTLEMENT WITH INDIO WATER AUTHORITY

FOR ALLEGED VIOLATIONS ASSOCIATED WITH THE EMERGENCY WATER CONSERVATION REGULATIONS

WRITTEN COMMENTS DUE NO LATER THAN
12:00 noon on May 2, 2016

On or after May 2, 2016, the State Water Resources Control Board (State Water Board) or its delegee will consider approval of a proposed settlement with the Indio Water Authority to resolve an alleged violation associated with Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation). Specifically, the alleged violation involves Indio Water Authority's failure to meet its conservation standard.

The Indio Water Authority and the Prosecution Team have entered into a tentative settlement for this alleged violation, and have agreed to jointly seek the State Water Board's approval of that settlement through the adoption of a Stipulated Administrative Civil Liability Order. The proposed Order is attached to this notice.

SUBMISSION OF WRITTEN COMMENTS

Interested persons must submit written comments by **12:00 noon on May 2, 2016**. Written comment letters must be submitted to the attention of:

Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
1001 I Street, 24th floor
Sacramento, CA 95814

Comment letters may be submitted to the Clerk of the Board via email at: commentletters@waterboards.ca.gov (15 megabytes, or less, in size) or by fax at (916) 341-5620. Please indicate in the subject line "**Comment Letter – Indio Water Authority.**"

Comments may also be hand delivered. Couriers delivering comment letters must check in with lobby security personnel on the first floor of the CalEPA Building at the above address. Questions on comment submittals may be directed to Ms. Townsend, at (916) 341-5600.

Please direct other questions about this notice to Dr. Matthew Buffleben at (916) 341-5891 or Matthew.Buffleben@waterboards.ca.gov.

STATE WATER RESOURCES CONTROL BOARD

Indio Water Authority

ORDER WR-2016-00XX (Proposed)

**SETTLEMENT AGREEMENT AND
STIPULATION FOR ENTRY OF
ADMINISTRATIVE CIVIL LIABILITY
ORDER**

Section I: INTRODUCTION

This Settlement Agreement and Stipulation for Entry of Administrative Civil Liability Order (hereafter "Stipulated Order" or "Order") is entered into by and between the Director of the Office of Enforcement of the State Water Resources Control Board ("State Water Board"), on behalf of the State Water Board Prosecution Staff ("Prosecution Staff") and Indio Water Authority ("Settling Respondent") (collectively "Parties") and is presented to the State Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Government Code section 11415.60.

Section II: RECITALS

WHEREAS, Indio Water Authority is alleged to have violated section 865(c)(1) of title 23 of the California Code of Regulations, as described in **EXHIBIT A** to this Stipulated Order; and

WHEREAS, the Parties have engaged in settlement negotiations and agree to fully settle the alleged violations without administrative or civil litigation and by presenting this Stipulated Order to the State Water Board, or its delegee, for adoption as an Order by settlement, pursuant to Government Code section 11415.60. The Prosecution Staff believes that the resolution of the alleged violations is fair and reasonable and fulfills all of its enforcement objectives, that no further action is warranted concerning the specific violations alleged in **EXHIBIT A**, except as provided in this Stipulated Order, and that this Stipulated Order is in the best interest of the public.

Section III: STIPULATIONS

The Parties stipulate to the following:

- 1. Administrative Civil Liability:** Indio Water Authority hereby agrees to the imposition of an administrative civil liability totaling \$61,000.

- a. The Parties agree that \$61,000 of the administrative civil liability shall be suspended ("Suspended Liability") pending completion of the water conservation Supplemental Environmental Project (SEP) as set forth herein and **EXHIBIT B**.

2.1 SEP Descriptions: Indio Water Authority agrees to fund the SEP(s) described below. IWA's Project will benefit water conservation by enhancing public outreach to all customers with a focus on disadvantaged areas and school education activities, creating an evaporative cooler rebate to incentivize customers to install more water efficient evaporative coolers, developing a customer portal/website to allow our customers to better understand their water usage, budget, and conservation in real-time versus every 30 days.

2.2 SEP Definitions:

- a. "Designated State Water Board Representative" – the representative from the State Water Board responsible for oversight of the SEPs. That individual is: Jasmine Oaxaca, or a person who may subsequently designated by the Director of the Office of Enforcement of the State Water Board.
- b. "SEP Completion Date" – The date in which the SEP will be completed in its entirety.

2.3 SEP Completion Date: 12/30/2016. Upon a showing of good cause and upon written agreement of the Parties, the Executive Officer may extend the SEP Completion Date.

2.4 Agreement of Settling Respondent to Fund, Report and Guarantee Implementation of SEP: Indio Water Authority represents that: (1) it will fund the SEP in the amounts as described in this Stipulated Order; (2) it will provide certifications and written reports to the Designated State Water Board Representative consistent with the terms of this Stipulated Order detailing the implementation of the SEPs; (3) it will guarantee implementation of the SEP identified in **EXHIBITS B** by remaining liable for the Suspended Liability until the SEP is completed and accepted by the State Water Board in accordance with the terms of this Stipulated Order. Indio Water Authority agrees that the State Water Board has the right to require an audit of the funds expended by it to implement the SEP.

2.5 SEP Progress Reports: Indio Water Authority shall provide monthly reports of progress on the SEP to the Designated State Water Board Representative commencing 30 days after this Stipulated Order becomes effective and continuing through submittal of the final report described below in Paragraph 2.6. If no activity occurred during a particular quarter, a quarterly report so stating shall be submitted.

2.6 Certification of Completion of SEP and Final Reports: On or before the applicable SEP Completion Date, the Settling Respondent shall submit a certified statement of completion of the SEPs ("Certification of Completion"). The Certification of Completion shall be submitted under penalty of perjury, to the Designated State Water Board Representative by a responsible corporate official representing the Settling Respondent. The Certification of Completion shall include the following:

- a. Certification that the SEPs have been completed in accordance with the terms of this Stipulated Order. Such documentation may include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the State Water Board to evaluate the completion of the SEPs and the costs incurred by the Settling Respondent.
- b. Certification documenting the expenditures by the Settling Respondent during the completion period for the SEP. In making such certification, Settling Respondent may rely upon tracking systems used in the ordinary course of business that capture employee time, expenditures, and external payments to outside vendors such as environmental and information technology contractors or consultants. The certification need not address any costs incurred by the State Water Board for oversight. The Settling Respondent shall provide any additional information requested by the State Water Board staff which is reasonably necessary to verify SEP expenditures.
- c. Certification, under penalty of perjury, that the Settling Respondent followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act. To ensure compliance with CEQA where necessary, the Settling Respondent shall provide the State Water Board with the following documents from the lead agency prior to commencing SEP construction:
 - i. Categorical or statutory exemptions relied upon by the Settling Respondent;
 - ii. Negative Declaration if there are no potentially "significant" impacts;
 - iii. Mitigated Negative Declaration if there are potentially "significant" impacts but revisions to the project have been made or may be made to avoid or mitigate those potentially significant impacts; or
 - iv. Environmental Impact Report (EIR)

3. Third Party Financial Audit: In addition to the certification, upon completion of the SEP and at the written request of the State Water Board Executive Director, or the Executive Director's delegee, the Settling Respondent, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the State Water Board Executive Director providing such party's(ies') professional opinion that the Settling Respondent has expended money in the amounts claimed by the Settling Respondent. The audit report shall be provided to the Designated State Water Board Representative within three (3) months of notice from the State Water Board Executive Director to the Settling Respondent of the need for an independent third party financial audit. The audit need not address any costs incurred by the State Water Board for oversight.

4. State Water Board Acceptance of Completed SEP: Upon the Settling Respondent's satisfaction of its SEP obligations under this Stipulated Order and completion of the SEP and any audit requested by the State Water Board, the Designated State Water Board Representative shall send the Settling Respondent a letter recognizing satisfactory completion of its obligations under the SEP. This letter shall terminate any further SEP obligations of the Settling Respondent and result in the permanent stay of the Suspended Liability.

5. Failure to Expend all Suspended Administrative Civil Liability Funds on the Approved SEP: In the event that Settling Respondent is not able to demonstrate to the reasonable satisfaction of the Designated State Water Board Representative that the entire Suspended Liability has been spent to complete the components of the SEP for which the Settling Respondent is financially responsible, Settling Respondent shall pay the difference between the Suspended Liability and the amount the Settling Respondent can demonstrate was actually spent on the SEP, as an administrative civil liability. The Settling Respondent shall pay the additional administrative liability within 30 days of its receipt of notice of the Designated State Water Board Representative's determination that the Settling Respondent has failed to demonstrate that the entire Suspended Liability has been spent to complete the SEP components.

6. Failure to Complete the SEP: If the SEP is not fully implemented by the SEP Completion Date (as defined in Paragraph 2.3) required by this Stipulated Order, the Director of the State Water Board Office of Enforcement shall issue a Notice of Violation. As a consequence, the Settling Respondent shall be liable to pay the entire Suspended Liability or, if shown by Settling Respondent, some portion thereof less the value of the completion of any milestone requirements as determined by the Motion for Payment of Suspended Liability or as agreed in writing by the Parties. Unless otherwise agreed or determined by a Motion for Payment of Suspended Liability, the Settling Respondent shall not be entitled to any credit, offset, or reimbursement from the State Water Board for expenditures made on the SEP prior to the date of receipt of the Notice of Violation. The amount of the Suspended Liability owed shall be determined by agreement of the Parties or, if the Parties cannot reach agreement, via a "Motion for Payment of

Suspended Liability” before the State Water Board, or its delegee. Upon a determination by the State Water Board, or its delegee, of the amount of the Suspended Liability assessed, the amount shall be paid to the State Water Board Division of Administrative Services within thirty (30) days after the service of the State Water Board’s determination. In addition, the Settling Respondent shall be liable for the State Water Board’s reasonable costs of enforcement, including but not limited to legal costs and expert witness fees. Payment of the assessed amount will satisfy the Settling Respondent’s obligations to implement the SEP.

7. Publicity: Should Indio Water Authority, or the agents or subcontractors of Indio Water Authority publicize one or more elements of the SEP, they shall state in a prominent manner that the project is being funded as part of the settlement of an enforcement action by the State Water Board against Indio Water Authority.

8. Compliance with Applicable Laws: Indio Water Authority understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in **EXHIBIT A** may subject it to further enforcement, including additional administrative civil liability.

9. Party Contacts for Communications related to Stipulated Order:

For the State Water Board: Jasmine Oaxaca, PE
Water Resource Control Engineer
Jasmine.Oaxaca@waterboards.ca.gov
(916) 322-5327

For Indio Water Authority: Brian Macy, PE
General Manager
bmacy@indio.org
(760) 625-1808

10. Attorney’s Fees and Costs: Except as otherwise provided herein, each Party shall bear all attorneys’ fees and costs arising from the Party’s own counsel in connection with the matters set forth herein.

11. Matters Addressed by Stipulation, Release and Covenant Not to Sue Indio Water Authority: Upon adoption by the State Water Board, or its delegee, this Stipulated Order represents a final and binding resolution and settlement of all claims, violations or causes of action alleged in this Order or which could have been asserted based on the specific facts alleged in Exhibit A or this Stipulated Order against Indio Water Authority as of the effective date of this Stipulated Order (“Covered Matters”). The State Water Board releases and covenants not to sue Indio Water Authority from and against all claims, violations or causes of action alleged in this Order or which could have been asserted based on the specific facts alleged in **Exhibit A** or this Stipulated Order as of the effective date

of this Stipulated Order. The provisions of this Paragraph are expressly conditioned on Indio Water Authority's completion of the SEP and any audit requested by the State Water Board.

12. Public Notice: Indio Water Authority understands that this Stipulated Order must be noticed for a 30-day public review and comment period prior to consideration by the State Water Board, or its delegee. If the State Water Board's Executive Director receives significant new information that reasonably affects the propriety of presenting this Stipulated Order to the State Water Board, or its delegee, for adoption, the Executive Director may unilaterally declare this Stipulated Order void and decide not to present it to the State Water Board, or its delegee. Indio Water Authority agrees that it may not rescind or otherwise withdraw its approval of this proposed Stipulated Order.

13. Addressing Objections Raised During Public Comment Period: The Parties agree that the procedure contemplated for the State Water Board's adoption of the settlement by the Parties and review by the public, as reflected in this Stipulated Order, will be adequate. In the event procedural objections are raised prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

14. No Waiver of Right to Enforce: The failure of the Prosecution Staff or State Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of the Order. The failure of the Prosecution Staff or State Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order.

15. Effect of Stipulated Order: Except as expressly provided in this Stipulated Order, nothing in this Stipulated Order is intended nor shall it be construed to preclude the Prosecution Staff or any state agency, department, board or entity or any local agency from exercising its authority under any law, statute, or regulation.

16. Interpretation: This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party. Indio Water Authority is represented by counsel in this matter.

17. Modification: This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the State Water Board or its delegee.

18. If Order Does Not Take Effect: In the event that this Stipulated Order does not take effect because it is not approved by the State Water Board, or its delegee, the Parties acknowledge that they expect to proceed to a contested

evidentiary hearing before the State Water Board to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

- a. Objections related to prejudice or bias of any of the State Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the State Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or
- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

19. No Admission of Liability: In settling this matter, Indio Water Authority does not admit to any of the allegations in **EXHIBIT A**, or that it has been or is in violation of the Water Code, or any other federal, state, or local law or ordinance.

20. Waiver of Hearing: Indio Water Authority has been informed of the rights provided by Water Code section 1055 and hereby waives its right to a hearing before the State Water Board prior to the adoption of the Stipulated Order.

21. Waiver of Right to Petition: Indio Water Authority hereby waives its right to petition the State Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waives its rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

22. Respondent's Covenant Not to Sue: Indio Water Authority covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any Covered Matter.

23. State Water Board is Not Liable: Neither the State Water Board members nor the State Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Settling Respondent, their directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order, nor shall the State Water Board, its members or staff be held as parties to

or guarantors of any contract entered into by the Settling Respondent, their directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.

24. Authority to Bind: Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Order.

25. No Third Party Beneficiaries. This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.

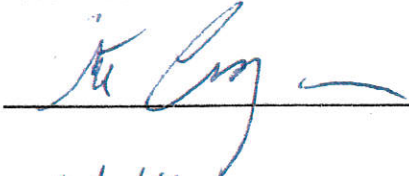
26. Effective Date: This Stipulated Order shall be effective and binding on the Parties upon the date the State Water Board, or its delegee, enters the Order. The State Water Board shall notify Indio Water Authority within 24 hours of entry of this Stipulated Order.

27. Counterpart Signatures: This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

28. Incorporation of Exhibits: Exhibits "A" and "B" are hereby incorporated by reference.

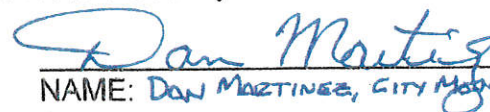
IT IS SO STIPULATED.

State Water Board Prosecution Staff

By: 

Date: 4/11/16

Indio Water Authority

By: 
NAME: DAN MARTINEZ, CITY MANAGER/INDIO EXECUTIVE DIRECTOR

Date: 4-8-16

Order of the State Water Board

29. This is an action to enforce the laws and regulations administered by the State Water Board. The State Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.

Pursuant to Government Code section 11415.60, **IT IS HEREBY ORDERED** on behalf of the State Water Resources Control Board.

Christian M. Carrigan
Director, Office of Enforcement

Exhibit A



EDMUND G. BROWN JR.
GOVERNOR



MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

October 29, 2015

(sent via electronic mail and certified mail)

CERTIFIED MAIL

No. 7015 0640 0006 0950 4568

Mr. Brian Macy
General Manager
Indio Water Authority
83-101 Avenue 45
Indio, CA 92201
bmacy@indio.org

SUBJECT: ENFORCEMENT ACTION: ISSUANCE OF ADMINISTRATIVE CIVIL LIABILITY COMPLAINT FOR FAILURE TO MEET WATER CONSERVATION STANDARD

Dear Mr. Macy:

On May 5, 2015, the State Water Resources Control Board (State Water Board) adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation became effective on May 18, 2015. Among other things, the Emergency Regulation is designed to achieve the 25 percent statewide potable water usage reduction through February 2016 ordered by Governor Brown in his April 1, 2015 Executive Order.

The Emergency Regulation requires each urban water supplier to “reduce its total potable water production by the percentage identified as its conservation standard.” (Cal. Code Regs., tit. 23, § 865(c)(1).) The Indio Water Authority has failed to meet its conservation standard. Therefore, I am issuing you the enclosed Administrative Civil Liability Complaint (Complaint) under Water Code sections 1846 and 1055. The proposed civil liability is based on the findings set forth in the enclosed Complaint.

If you have questions, or believe the allegations are erroneous, please contact Dr. Matthew Buffleben at (916) 341-5891, or by email at Matthew.Buffleben@waterboards.ca.gov. Your right to request a hearing to contest the allegations is also described in the Complaint.

Sincerely,

Christian M. Carrigan, Director
Office of Enforcement

Enclosure

cc: *(via email only)*

Ms. Caren Trgovcich
Chief Deputy Director
caren.trgovcich@waterboards.ca.gov

Mr. Eric Oppenheimer, Director
Office of Research, Planning and Performance
eric.oppenheimer@waterboards.ca.gov

Mr. Max Gomberg
Office of Research, Planning and Performance
max.gomberg@waterboards.ca.gov

Dr. Matthew Buffleben, Chief
Special Investigations Unit
Matthew.Buffleben@waterboards.ca.gov

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

OFFICE OF ENFORCEMENT

ADMINISTRATIVE CIVIL LIABILITY COMPLAINT

In the Matter of Urban Water Conservation
by
INDIO WATER AUTHORITY

YOU ARE HEREBY GIVEN NOTICE THAT:

1. The Indio Water Authority (IWA) is alleged to have failed to reduce its total potable water production by 32 percent for each month as compared to the amount used in the same month in 2013, in violation of California Code Regulations, title 23, section 865(c)(9), adopted by the State Water Resources Control Board (State Water Board or Board) pursuant to Water Code section 1058.5.
2. Water Code section 1846, subdivision (a)(2), provides that any person or entity that violates a regulation adopted by the Board may be liable for up to five hundred dollars (\$500) for each day the violation occurs. Water Code section 1846, subdivision (c), provides that civil liability may be imposed administratively by the State Water Board pursuant to Water Code section 1055.
3. Water Code section 1055, subdivision (a), provides that the Executive Director of the Board may issue a complaint to any person or entity on which Administrative Civil Liability (ACL) may be imposed. State Water Board Executive Director Thomas Howard has delegated this authority to Chief Deputy Director Caren Trgovcich, who in turn has delegated the authority to issue a complaint for violation of California Code Regulations, title 23, sections 865(d)(1) to the Director of the State Water Board's Office of Enforcement, Cris Carrigan.

ALLEGATIONS

4. On January 17, 2014, Governor Edmund G. Brown Jr. (Governor Brown) issued Proclamation No. 1-17-2014 (Proclamation), declaring a State of Emergency to exist in California under the Emergency Services Act due to severe drought conditions. The Proclamation, among other things, called on all Californians to reduce their water usage by 20 percent.
5. On April 25, 2014, Governor Brown issued a Proclamation of a Continued State of Emergency due to drought conditions, based on the need to strengthen the state's ability to manage water and habitat effectively in drought conditions.
6. On April 1, 2015, Governor Brown issued Executive Order B-29-15 (Executive Order) to strengthen the state's ability to manage water and habitat effectively in drought conditions. The Executive Order calls on all Californians to redouble their efforts to conserve water, and directs the State Water Board to impose restrictions on urban water suppliers to achieve a statewide 25 percent reduction in potable urban water usage through February 2016.
7. On May 5, 2015, the State Water Board adopted Resolution 2015-0032, an Emergency Regulation for Statewide Urban Water Conservation (Emergency Regulation) pursuant to Water Code section 1058.5. The Emergency Regulation adds a new section to title 23 of the California Code of Regulations intended to safeguard urban water supplies in the event of continued drought, minimize the potential for waste and unreasonable use of water, and

achieve the 25 percent statewide potable water usage reduction ordered by Governor Brown in the Executive Order. The Emergency Regulation was approved by the Office of Administrative Law and became effective on May 18, 2015.

8. The Emergency Regulation requires each urban water supplier to "reduce its total potable water production by the percentage identified as its conservation standard." California Code Regulations, title 23, section 865(c)(1).
9. Section 865(b)(2) requires urban water suppliers to prepare and submit a monitoring report to the State Water Board by the 15th of each month detailing the total amount of potable water produced compared to the amount produced in the same calendar month in 2013.
10. The drought conditions that formed the basis for the Executive Order and Emergency Regulations continue to exist and will likely continue to exist for the foreseeable future.
11. IWA has a conservation target, pursuant to Section 865(c)(9), of 32 percent savings over its water usage in 2013. As of the date of its last report, IWA is cumulatively 10.4 percent behind in meeting the applicable conservation standard, which translates to an estimated 300,816,000 gallons of water.
12. On August 7, 2015 the State Water Board Office of Enforcement issued a Notice of Violation and an Information Order pursuant to its authority outlined in Section 866(b) of the Emergency Regulations, to determine what actions IWA had taken to comply with its conservation standard. IWA responded to the Information Order on August 14, 2015.
13. Water Board staff reviewed the information provided by IWA in response to the Information Order and have been monitoring ongoing conservation efforts. There are significant deficiencies in IWA's conservation program including: failure to update their water rate structure to include a water conservation incentive, as well as a failure to issue penalties for water users who waste water or violate the local ordinance.
14. Water Board staff reviewed the urban supplier monthly reports and used two metrics assess the nature and persistence of the water conservation standard violations: 1) monthly and cumulative performance in meeting the numeric conservation standard, and 2) the total volume of water produced by the water supplier above the applicable conservation standard. These metrics were analyzed together to compile a single ranking. IWA was identified as a water supplier whose violation of the regulation was one of the most severe.
15. The circumstances described above indicate that IWA has violated section 865(c)(9) by failing to reduce its total potable water production by 36 percent for each month as compared to the amount used in the same month in 2013, or for a total of 122 days from the effective date of the Emergency Regulation on June 1, 2015 and the September 30, 2015 date tabulated in its last report.

PROPOSED CIVIL LIABILITY

16. Water Code section 1846, subdivision (a)(2), provides that any person or entity that violates a regulation adopted by the Board may be liable for up to five hundred dollars (\$500) for each day the violation occurs.
17. The evidence provided by IWA in the monthly reports that are submitted in compliance with Section 865(b)(2) demonstrates that IWA is in ongoing violation of the Conservation Order, beginning on June 1, through at least September 30th – a total of 122 days.
18. The maximum civil liability for the alleged violations is \$61,000.

19. In determining the amount of civil liability, California Water Code section 1055.3 requires that the State Water Board consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the nature and persistence of the violation, the length of time over which the violation occurs, and any corrective action taken by the violator.
20. In this case, IWA has consistently failed to meet its conservation standard, even after a Notice of Violation was issued by the State Water Board. IWA has issued no penalties to its customers, and as such has failed to enforce its own water restrictions put in place to meet the conservation standard. IWA's violation of the emergency regulation has spanned four months, and is ongoing with little to no change in behavior, regardless of the enforcement actions taken by the State Water Board.
21. Although not required under Water Code section 1055, State Water Board staff evaluated IWA's ability to pay the proposed civil liability. Water Board staff reviewed IWA's ability to satisfy immediate financial obligations by reviewing its financial reports and found the budgetary reserve is more than enough to pay the proposed civil liability.
22. Having taken into consideration the factors described above, the Director for the Office of Enforcement recommends an ACL for violating the emergency regulation of \$61,000. The recommended penalty is based on the circumstances known to this time: IWA continued failure to meet its conservation standard despite repeated warnings during extreme ongoing drought conditions, IWA's ability to pay, and the need to provide a strong disincentive for continued violation by IWA, its ratepayers and any similarly-situated parties.

RIGHT TO HEARING

23. IWA may request a hearing on this matter before the State Water Board. Any such request for hearing must be in writing and received or postmarked within 20 days of the date this notice is received. (California Water Code, § 1055, subd. (b).)
24. If IWA requests a hearing, IWA will have an opportunity to be heard and to contest the allegations in this Complaint and the imposition of an ACL by the State Water Board. If a hearing is requested, separate notice setting the time and place for the hearing will be mailed not less than 10 days before the hearing date.
25. If IWA requests a hearing, the State Water Board will consider at the hearing whether to impose the civil liability, and, if so, whether to adjust the proposed liability within the amount authorized by statute. Based on the evidence received at the hearing, the State Water Board may take any appropriate action in accordance with sections 100, 275, and 1050 et seq. of the California Water Code. Any State Water Board order imposing an ACL shall become final and effective upon issuance.
26. If IWA does not wish to request a hearing, please remit a cashier's check or money order within 20 days of the date of this Complaint for the amount of the ACL set forth above to:

State Water Resources Control Board
Division of Administrative Services
Accounting Branch 1001 I Street, 18th Floor,
Sacramento, CA 95814
27. If IWA does not request a hearing and does not remit the ACL amount, the State Water Board may seek recovery of the ACL amount as authorized by Water Code section 1055.4, may issue a Cease and Desist Order subjecting IWA to up to \$10,000 in civil liabilities for each day of non-compliance, or may see any other remedy authorized by law..

STATE WATER RESOURCES CONTROL BOARD



Christian M. Carrigan, Director
Office of Enforcement

Dated: 10/29/2015

Exhibit B

Supplemental Environmental Project

Project Name: Indio Water Authority Conserve MORE (More Outreach, Rebates, and Education) Project; hereafter referred to as the "Project"

Project Developed by: Indio Water Authority (IWA)

Project to be Performed by: Indio Water Authority

Contact: Brian Macy, PE
General Manager

Compliance with SEP Criteria:

1. Benefit to Water Conservation

IWA's Project will benefit water conservation by enhancing public outreach to all customers with a focus on disadvantaged areas and school education activities, creating an evaporative cooler rebate to incentivize customers to install more water efficient evaporative coolers, developing a customer portal/website to allow our customers to better understand their water usage, budget, and conservation in real-time versus every 30 days.

2. SEP is not a pre-existing obligation of IWA

IWA is not required to develop, implement or fund the Project by any permit or order or any local, state or federal law, nor has this program been previously contemplated as a funded program or included in prior IWA budgets, because of the following reasons:

- Public outreach activities utilizing school programs – Since 2011 IWA has been sponsoring LivingWise, an energy efficiency program which includes water conservation targeting kindergarten through 6-grade students. Due to a lack of staff availability and funding, IWA had no plans to enhance outreach activities at local schools.
- Evaporative cooler rebate – IWA offers numerous rebates (turf removal, irrigation equipment, washing machine, and toilet) and felt that the existing rebates were the most appropriate for its customers. Thus, there is no current budget or program for rebates to customers who replace inefficient evaporative coolers with more water-efficient devices.
- Developing a customer portal/website – IWA is in the fourth year of a 5-year meter replacement program which is replacing old manual read meters with new radio-read meters which allows remote meter reading. Remote meter reading is necessary to obtain real-time water usage and get the most out of a customer portal. Due to a lack of funding, the meter replacement program was not

Supplemental Environmental Project

accelerated and the customer portal/website has not been part of current and future capital improvement projects.

3. No Fiscal Benefit to Water Board

The Project does not provide any fiscal benefit to the Water Board's functions, its members or its staff.

4. Nexus Between Violation and SEP

A nexus exists between IWA's violation of its urban water conservation standard and the Project because of the following reasons:

- Public outreach activities utilizing IWA staff – Many of the non-HOA neighborhoods in the City of Indio are disadvantaged areas that are not organized where information can be easily disseminated to its residents. IWA staff will go door-to-door distributing flyers and handouts (in both Spanish and English) promoting IWA water conservation programs. The focus of these "Weekend Walk-Abouts" will be the recently implemented Drought Penalty Surcharge until June 30, 2016 with Customer Portal/AMI added on May 1, 2016 and also continuing until June 30, 2016. The Weekend Walk-Abouts were successful to promote the implementation of watering restrictions in May 2015 when IWA initiated a Stage III – Water Emergency reducing the watering to Tuesday, Thursday, Saturday and Sunday between 6 pm – 6 am.
- Public outreach activities utilizing school programs – By utilizing school programs, IWA will be able to promote water conservation to all ages, demographics, and students who use Spanish as their primary language. IWA will also be able to hold school sponsored events where both students and their parents can attend and learn about water conservation. In the fall of 2016, IWA will initiate a customer portal/website sign-up program through school flyers to be held at local schools. The intent of this sign-up program using school resources and facilities is that parents who may not have transportation resources to attend IWA or City functions will be more willing to attend a school related function.
- Evaporative cooler rebate – Evaporative coolers can use from 20 to 100 gallons of water per day, depending on the size of the swamp cooler and whether or not the water is collected and pumped through the pads more than once. This rebate will promote water conservation by incentivizing IWA customers to purchase more water efficient evaporative coolers.
- Developing a customer portal/website – IWA customers have been asking for more control over their water budgets and usage. Currently, IWA reads a customer's meter once a month. If there is a leak, the customer may not know about it until their bill arrives. A customer portal/website will provide real-time data to the customer such as 15-minute interval flags for leak, tamper, and

Supplemental Environmental Project

reverse flow detection thus allowing the customer to fix the leak within minutes instead of months.

To provide the real-time metering information to the customer portal/website, IWA will be implementing an advanced metering infrastructure (AMI) project consisting of: meter replacement and register upgrades, installation of data collectors, software upgrades, and necessary cloud services. The AMI project will consist of two (2) phases:

- Phase 1 will include the replacement and/or upgrade of approximately 7,000 meters in disadvantaged areas of Indio.
- If the Emergency Conservation Regulations continue through June 2016, IWA will initiate Phase 2 of the AMI project which will replace and/or upgrade the remaining 15,000 meters in the IWA service area.

The AMI project is not part of the SEP, but is necessary to support the SEP. The AMI project scope, budget, and schedule are included with this SEP for informational purposes only.

Description of Project:

1. The goal(s) of the SEP and detailed plans for achieving the goal(s)

The goal of the project is to promote and achieve water conservation goals by enhancing public outreach to all customers with a focus on disadvantaged areas and school education activities, creating an evaporative cooler rebate to incentivize customers to install more water efficient evaporative coolers, developing a customer portal/website to allow our customers to better understand their water usage, budget, and conservation in real-time versus every 30 days.

IWA intends to achieve these goals by:

- Public outreach activities utilizing IWA staff – IWA staff will began Weekend Walk-Abouts which consist of 2-3 teams of two (2) IWA employees interacting with customers within designated non-HOA neighborhoods. Many of the non-HOA neighborhoods in the City of Indio are disadvantaged areas that are not organized where information can be easily disseminated to its residents. IWA staff will go door-to-door distributing flyers and handouts (in both Spanish and English) promoting IWA water conservation programs. The focus of these Weekend Walk-Abouts will be the recently implemented Drought Penalty Surcharge until June 30, 2016 with Customer Portal/Website added on May 1, 2016 and also continuing until June 30, 2016.

The Weekend Walk-Abouts were successful to promote the implementation of watering restrictions in May 2015 when IWA initiated a Stage III – Water

Supplemental Environmental Project

Emergency reducing the watering to Tuesday, Thursday, Saturday and Sunday between 6 pm – 6 am.

- Public outreach activities utilizing school programs
 - Meet with school faculty and staff members and start supporting the following school programs which focus on water conservation:
 - Career Technical Education
 - Freshman Seminar / Success 101
 - Environmental Horticulture Science
 - Nursery Team
 - Hydrology, Landscape & Sustainable Environmental Design
 - Floral Design
 - Future Farmers of America
 - Environmental Design and Gardening
 - Support the District's Science Fair
 - Provide water conservation flyers to students
 - Organize customer portal/website signup meeting at each school and incentivize parents (\$25 gift certificates) to log into the IWA website and establish email or text notifications for water leaks and excess water use

- Evaporative cooler rebate
 - Establish water efficiency goals (such as 5 gallons per ton-hour) and minimum evaporative cooler size for the rebate
 - Establish rebate amount
 - Develop a flyer to explain the evaporative cooler rebate
 - Place flyer on website
 - Distribute evaporative cooler rebate flyer with other rebate flyers at all outreach events
 - Distribute flyer to all IWA customers as a bill insert

- Developing a customer portal/website
 - Develop a Request for Qualifications (RFQ) outlining the requirements of the IWA customer portal/website
 - Select the best qualified firm based on the proposals received
 - Develop a press release and flyer explaining the benefits of the customer portal/website and how to sign-up
 - Distribute customer portal/website flyer at all outreach events
 - Distribute flyer to all IWA customers as a bill insert

2. Key personnel involved in SEP

All IWA staff will participate in this SEP.

- IWA Administration which includes the Water Conservation Programs Coordinator will be responsible for all the outreach activities (Weekend Walk-Abouts and School Activities).

Supplemental Environmental Project

- IWA Engineering Department will be responsible for the technical details of the evaporative cooler rebate flyer and customer portal/website RFQ.
- IWA Customer Service and Finance Department will:
 - be responsible for the customer data to support the customer portal/website
 - attend the necessary training to fully understand the evaporative cooler rebate and customer portal/website in preparation of customer questions
 - processing all evaporative cooler rebates
- IWA Information and Technology Department will be responsible for the connectivity between the water meters, meter data collectors, customer portal/website, software updates, and necessary cloud services.
- IWA Distribution Department will be responsible for Weekend Walk-Abouts which will promote the evaporative cooler rebate and customer portal/website.
- IWA Production Department staff will also have the opportunity to participate in the Weekend Walk-Abouts.

3. Plans to continue or maintain the SEP beyond the SEP-funded period

IWA does plan to continue or maintain elements of the SEP in the following manner:

- Public outreach activities utilizing IWA staff – The Weekend Walk-Abouts will be continued as necessary to promote the customer portal/website through the implementation of the AMI project. The cost of weekend walk-about will be included within ongoing salaries and benefit costs.
- Public outreach activities utilizing school programs – The support of school programs and customer portal/website sign-up program will continue as necessary. The IWA labor costs to support the school programs and customer portal/website sign-up program will be included within ongoing salaries and benefit costs. The funding to support the sign-up incentives (\$25 gift certificates) will be evaluated and continued based on effectiveness and IWA budget constraints.
- Evaporative cooler rebate – The evaporative cooler rebate program will be evaluated and continued based on effectiveness and IWA budget constraints. If evaporative cooler rebate funds remain past December 15, 2016, the funds will be reallocated to other SEP programs (customer portal/website implementation) and the rebate program will be terminated to allow for SEP completion.
- Customer portal/website – Once implemented, the IWA customer portal/website will be continued and budgeted as required as it will be considered an essential function similar to meter reading, water treatment, and billing.

4. Documented Support

IWA met with Desert Sands Unified School District (DSUSD) on January 13, 2016 to discuss: existing school water conservation activities, how IWA can support and

Supplemental Environmental Project

enhance those activities, IWA's desire to hold educational activities for parents, and school flyers IWA would like to participate in. Later that morning, we received an email supporting our efforts as well as a list of water conservation school activities and DSUSD's Flyer Distribution Requests Form.

Project Milestones and Budget:

1. The Project will include the following milestones:

See Attachment A: Schedule

- 2. IWA shall submit monthly status reports as further described below in the section entitled "Reports to the State Water Board" on or before the 15th of each month until the Project is complete.**
- 3. IWA shall submit a final report and certification of completion as further described in the Settlement Agreement for this matter on: December 30, 2016.**

Project Performance Measures:

IWA will measure the success of the Project by water conservation through its new evaporative cooler rebate and customer portal/website.

- Evaporative cooler rebate – A typical evaporative cooler will consume 20 to 100 gallons of water per day, if it is maintained properly. An evaporative cooler that is in disrepair, or improperly maintained might waste more than 1,000 gallons per day¹. As part of this SEP, the measurable goal will be the removing 25 evaporative coolers that are in disrepair, or improperly maintained. Removing 25 evaporative coolers will conserve up to approximately 3,000,000 gallons/year.
- Customer portal/website – Approximately 1,200 customers are registered for e-billing. We would expect the same 1,200 customers to re-register for the customer portal/website. As part of this SEP, the measurable goal will be to enlist an additional 400 customers through our Public Outreach Activities (weekend walk-about and school activities).

4. The Project will have the following budget:

The SEP budget will be based on the administrative civil penalty amount of \$61,000. However, IWA will be supporting the SEP with other related activities such as: drought penalty outreach, contract services, AMI, and state reporting in the amount of \$1,939,000 (see Attachment B – Budget).

¹ "Evaporative Cooling Introduction" (Alliance for Water Efficiency, 2010), <http://www.allianceforwaterefficiency.org>

Supplemental Environmental Project

Suspension of \$61,000 in administrative civil penalty shall occur after successful completion of the Project and compliance with the SEP provisions in the Settlement Agreement for this matter, which include the requirement that IWA demonstrate that it has expended a minimum of \$61,000 to implement the Project.

The difference between \$61,000 and the suspended amount shall be paid by IWA to the State Water Resources Control Board Division of Administrative Services.

Reports to the State Water Board:

The City will provide a monthly progress report to the State Water Board's designated representative in accordance with schedule set forth in the Project Milestones and Budget section above. Each report shall include:

- Executive Summary
- Report Status
 - Work performed during the reporting period
 - Major accomplishments
 - Any issues or concerns that may affect the schedule or budget and include recommendations on how to correct the matter(s)
 - Activities planned for the next reporting period
- Cost Information
 - Costs incurred during progress period for IWA Employees, Consultants, and Equipment
 - Project Budget Summary
 - Tasks
 - SEP Cost
 - IWA Cost
 - Total Cost
- Schedule Information
 - Project schedule showing actual progress versus planned progress
 - Delays due to unforeseen circumstances
 - Revised project schedule (if necessary)
- Backup Materials
 - Coversheet/Summary
 - Backup Material

IWA will provide a final report and certification of completion of the SEP in accordance with the Settlement Agreement for this matter.

Discussion Items





Date: April 20, 2016

Prepared By: Brent Anton, Engineering Manager

Subject: Consideration of Development Agreement No. 2016-03 to Provide Sewer Facilities and Service to the Private Development of Tract Map 36818, MBTK Homes, LLC (Assessor's Parcel Numbers 411-150-025, 411-150-026 and 411-150-027)

Recommendation: That the Board of Directors approve Development Agreement No. 2016-03 as presented.

The proposed sewer only development consists of a proposed 27 unit, single family residential development on approximately 6.90 acres, located on the west side of 4th Street between Flordason Drive and Rogers Court, north of Avenue L in the City of Calimesa.

The District staff has been working with the property owner for the preparation of a development agreement. The specific conditions of service for this project are included in Part G of the attached agreement.



YVWD AGREEMENT NO. 2016-03

**AGREEMENT TO PROVIDE SEWER FACILITIES AND SERVICE
TO THE
PRIVATE DEVELOPMENT OF TRACT MAP 36818**

This Agreement is made and effective this 20th day of April, 2016, by and between the YUCAIPA VALLEY WATER DISTRICT, a public agency ("DISTRICT") and MBTK Homes, LLC ("DEVELOPER"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Contact information for the parties is as follows:

DISTRICT:
Yucaipa Valley Water District
12770 Second Street
Post Office Box 730
Yucaipa, California 92399-0730
Attn: Joseph B. Zoba, General Manager
Telephone: (909) 797-5119
Facsimile (909) 797-6381

DEVELOPER:
MBTK Homes, LLC
11154 Walnut Avenue
Redlands, California 92374
Attn: Mark Buoye
Telephone: (909) 499-8353
Facsimile:

PROJECT OVERVIEW

This "Sewer Only" development consists of 27 single family residential units on approximately 6.90 acres. This project consists of APN 411-150-027 for the project site development and APNs 411-150-025 and 411-150-026 for existing service corrections, which are located on the west side of 4th Street between Flordason Drive and Rogers Court, north of Avenue L in the City of Calimesa, Riverside County. The proposed development of the Property will not include phased construction. (see "Attachment A – Project Overview Map")

The Yucaipa Valley Water District has been involved in the review process for this project and has established the following development related project files: P-65-305, Work Order 65-20857

RECITALS

WHEREAS, DEVELOPER desires to develop its Property situated within the service area of the DISTRICT, and

WHEREAS, DEVELOPER proposes to develop the DEVELOPER's Property in the manner generally proposed and in accordance with the currently approved maps and construction drawings reviewed by the Yucaipa Valley Water District at this time, and

WHEREAS, DEVELOPER desires to obtain water (as used herein, "water" includes, but is not limited to, recycled water where applicable) and sewer service from the DISTRICT for its development in accordance with the DISTRICT's Rules, Regulations and Policies; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the DISTRICT will provide water and sewer service to the DEVELOPER's Property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the DEVELOPER and the DISTRICT agree as follows:

PART A: THE FACILITIES

1. General Description.

a. The DEVELOPER proposes to develop its Property as provided on the approved development construction drawings approved by the DISTRICT (the "Approved Plans" as defined in Paragraph 3(a) of this Agreement) which includes water and sewer facilities ("Facilities" or "Facility") necessary to serve the Property.

b. Ownership, Operation and Maintenance: Once constructed and accepted by the DISTRICT, title to the facilities (and associated right-of-way) shall be conveyed by the DEVELOPER to the DISTRICT, and the DISTRICT shall operate and maintain the facilities and shall provide water and sewer service to the DEVELOPER's Property in accordance with the DISTRICT's Rules, Regulations and Policies and the provisions of this Agreement.

PART B: DESIGN AND CONSTRUCTION

2. Licensed Professionals. All work, labor and services performed and provided in connection with (for example) the preparation of surveys and descriptions of real property and right-of-ways, the preparation of construction specifications, plans and drawings, and the construction of all Facilities, shall be performed by, or under the direction of, professionals appropriately licensed by the State of California and in good standing. In the event the

DISTRICT reasonably determines after conferring with the DEVELOPER that other licensed professionals are required in order to satisfy the obligations of the DEVELOPER hereunder, the DEVELOPER shall promptly retain such professionals at its sole cost and expense.

3. Plan Acceptance; Facility Acceptance.

a. The DISTRICT shall within 30 calendar days of receipt respond to all plans and specifications ("Plans") related to the construction of the Facilities. Upon its final review and approval of the Plans, the DISTRICT shall sign the construction drawings ("Approved Plans") indicating such approval ("Plan Acceptance"). Plans are subject to an annual review by the District and modifications may be required by the DISTRICT to conform to revised construction standards.

b. The DEVELOPER shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance. In the event the DEVELOPER fails or refuses to obtain the DISTRICT's Plan Acceptance, the DISTRICT may refuse, in its sole discretion and without liability to the DEVELOPER, to issue its Facility Acceptance (as that term is defined below) as to such Facility when completed.

c. The DEVELOPER shall not deviate from any Approved Plans and/or specifications without the DISTRICT's prior written approval.

d. All construction work shall be inspected on a timely basis by DISTRICT personnel and/or by DISTRICT's consultants at the sole cost of the DEVELOPER. The DEVELOPER acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Approved Plans, or (ii) standard practices, qualities and standards in the industry, as reasonably determined by the DISTRICT, shall be replaced, repaired or corrected at DEVELOPER's sole cost and expense.

e. In the event the DEVELOPER's contractor proposes to work overtime and beyond normal business hours, the DEVELOPER shall obtain the DISTRICT's approval at least 24 hours in advance so that inspection services may be appropriately scheduled. The DEVELOPER shall be solely responsible for paying all costs and expenses associated with such inspection services.

f. The DISTRICT shall promptly upon request of DEVELOPER cause the final inspection of a Facility which DEVELOPER indicates is completed. If the DISTRICT finds such Facilities to have been completed in conformance with the Approved Plans for which a Plan Acceptance has been issued, then DISTRICT shall issue to DEVELOPER its letter ("Facility Acceptance") indicating satisfactory completion of the Facility and DISTRICT's acceptance thereof. Neither inspection nor issuance of the Facility Acceptance shall constitute a waiver by DISTRICT of any claims it might have against DEVELOPER for any defects in the work performed, the materials provided, or the Facility constructed arising during the one year warranty period provided for under Paragraph 8 of this Agreement.

4. Project Coordination and Designation of DEVELOPER's Representative.

a. The DEVELOPER shall be solely responsible for coordinating the provision of all work, labor, material and services associated with the planning, design and construction of the water and sewer Facilities required for the DEVELOPER's Property. The DEVELOPER shall be solely responsible for compliance with all applicable federal, state and local safety rules and regulations, and shall conduct periodic safety conferences as required by law and common sense.

b. Prior to proceeding with any Facility construction, the DEVELOPER shall schedule and conduct a preconstruction conference with the DISTRICT's General Manager and the DISTRICT Engineer and/or their designees or agents. In the event the DEVELOPER fails or refuses to conduct any such conference, the DISTRICT may refuse, in its sole discretion, to accept the Facilities constructed by the DEVELOPER.

c. The DISTRICT and the DEVELOPER hereby designate the individual identified on page 1 of this Agreement as the person who shall have the authority to represent the DISTRICT and DEVELOPER in matters concerning this Agreement. In order to ensure maximum continuity and coordination, the DISTRICT and DEVELOPER agree not to arbitrarily remove or replace the authorized representative, but in the event of a substitution, the substituting Party shall promptly advise the other Party of such substitution, in writing.

5. DISTRICT's Right to Complete Facilities. The DISTRICT is hereby granted the unqualified right to complete, construct or repair all or any portion of the water and/or sewer Facilities, at DEVELOPER's sole cost and expense in the event there is a threat to the public's health, safety or welfare.

6. Construction of Connections to DISTRICT Facilities. Unless otherwise agreed to in writing by the DISTRICT, the DISTRICT shall furnish all labor, materials and equipment necessary to construct and install connections between the DEVELOPER's Facilities and the DISTRICT's water, recycled water, and sewer systems. All costs and expenses associated therewith shall be paid by the DEVELOPER.

7. Compliance With Law and DISTRICT Regulations. The DEVELOPER hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, and the DISTRICT'S Rules, Regulations and Policies in effect at the time of construction. The DEVELOPER shall strictly comply with all applicable law, rules and regulations, concerning the provision of services, materials and the payment of wages. The DEVELOPER shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the DISTRICT against any liability arising from DEVELOPER's violation of any such law, rule or regulation.

8. DEVELOPER's Warranties. The DEVELOPER shall unconditionally guaranty, for a period of one year following the DISTRICT's Facility Acceptance thereof, any and all materials and workmanship, at the DEVELOPER's sole cost and expense. The provision of temporary water service through any of the DEVELOPER's Facilities, prior to DISTRICT's acceptance of same, shall not nullify nor diminish the DEVELOPER's warranty obligation, nor shall the DEVELOPER's warranty obligation be voided if the DISTRICT determines, in its sole discretion,

to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure continuity of water or sewer service. The DISTRICT shall notify DEVELOPER of such emergency repairs.

9. Testing and Disinfection. Upon approval by the DISTRICT, the DEVELOPER, at its sole cost and expense, shall undertake and satisfactorily complete a testing program, including without limitation, compaction, cleaning, video and air testing, and pressurized and disinfection testing, for all Facilities prior to acceptance by the DISTRICT, and to disinfect all water Facilities in accordance with the DISTRICT's procedures and other applicable laws, rules and regulations.

10. Bond Requirements. The DEVELOPER shall provide to the DISTRICT, in a form satisfactory to the DISTRICT, the following bonds:

a. A Performance and Warranty Bond. A performance bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of any and all construction work to be conducted or performed under this Agreement. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than fifty percent (50%) of the total cost of any and all construction performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of acceptance thereof by the DISTRICT.

b. A Labor and Materials Payment Bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 9550 and following.

c. Miscellaneous Bond Requirements. All bonds required by this Section 10 shall be provided to the DISTRICT within sixty (60) days of the date that this Agreement was approved by the DISTRICT's Board of Directors. All bonds required by this section are subject to the approval as to form and content by the General Manager and DISTRICT's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.

PART C: TITLE TO FACILITIES; OPERATION

11. Title to Facilities and Right-of-Way.

a. Provided that the DEVELOPER's Facilities are designed and constructed as required hereunder and the DISTRICT proposes to issue its Facility Acceptance, the DEVELOPER shall, concurrently with the DISTRICT's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the DISTRICT, free and clear of any and

all liens and encumbrances except those that are expressly agreed to by the DISTRICT. The DISTRICT may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the DISTRICT shall assume the responsibility of operating and maintaining the Facilities, subject to the DEVELOPER's warranty as provided herein. The DEVELOPER acknowledges and agrees that the DISTRICT shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions imposed by this Agreement hereunder are satisfied and title to the Facilities has been conveyed and delivered to the DISTRICT in recordable form.

b. A form for the *Grant of Easement and Rights-of-Way and Bill of Sale of the Facilities* is available from the District upon request.

12. Risk of Loss. Until such time as acceptance thereof by the DISTRICT, and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the DISTRICT in recordable form, the DEVELOPER shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities. In the event DEVELOPER believes the loss and/or damages arose from or are related to acts performed by the DISTRICT, this provision does not preclude DEVELOPER's insurance carrier from seeking indemnity and/or reimbursement from the DISTRICT.

13. Conditions Precedent to the Provision of Water and Sewer Service. Unless the DISTRICT otherwise agrees in writing, the DISTRICT shall not be obligated to provide any water and/or sewer service to the DEVELOPER's Property or any part thereof, including model homes, until Facility Acceptance by the DISTRICT and DEVELOPER conveys to the DISTRICT the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and appurtenant Facilities, the DISTRICT shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the DISTRICT shall be in accordance with its Rules, Regulations and Policies and shall be comparable in quality of service to that provided all similarly situated customers.

PART D: FEES AND CREDITS

14. DEVELOPER's Fees, Charges, Costs and Expenses. The DEVELOPER shall be solely responsible for the payment to the DISTRICT of all fees, charges, costs and expenses related to this development.

a. DEVELOPER Cash Account Deposit: The DEVELOPER shall deposit with the DISTRICT, to be held in a Cash Account administered by the DISTRICT, the sum of 10% of the construction costs as an initial deposit within 10 business days following the DISTRICT's approval of this Agreement. The DEVELOPER acknowledges and hereby agrees that the DISTRICT is authorized, from time-to-time, to reimburse itself from the funds on deposit. The District shall provide a monthly accounting of how funds were disbursed. The DEVELOPER further agrees to periodically replenish within 30 calendar days upon the date an invoice is issued by the DISTRICT, the Cash Account in order to maintain a minimum amount as specified by the DISTRICT. The DISTRICT will not release any buildings for occupancy unless there is a balance

of at least \$1,000 in the Cash Account. Should any unexpended funds remain in the Cash Account upon termination of this Agreement, then such funds shall be reimbursed to the DEVELOPER within 90 days.

b. Current Fees and Charges: In the event of a change in the DISTRICT's schedule of fees and charges as stated in DISTRICT's existing Resolution 07-2007 adopted on March 8, 2007, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the DISTRICT, the DEVELOPER shall pay, when due, the then-current amount of the applicable fee or charge.

i. The DEVELOPER shall pay for the purchase of a quantity of imported water pursuant to the Sustainability Policy adopted by the Board of Directors as a Resolution No. 11-2008 on August 20, 2008. The imported water rate shall be the rate in effect at the time water is secured from the San Geronio Pass Water Agency. Imported water for compliance with the Yucaipa Valley Water District's Sustainability Policy may be pre-paid to lock in the Development Sustainability fee or purchased prior to the issuance of building permits and pay the fee in effect at that time.

15. DISTRICT Financial Participation; Credits. The DISTRICT may agree to participate in certain facilities for this Project. Any participation or financial contribution to construct the water and wastewater infrastructure associated with this project is contained in Part G - Special Conditions of this Agreement.

PART E: PERMITS AND DOCUMENTATION

16. Permits, Licenses and CEQA Documentation. The DEVELOPER shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The DEVELOPER shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the DEVELOPER shall furnish to the DISTRICT all relevant environmental documentation and information. The DEVELOPER, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges to the DEVELOPER'S entitlements including permits, licenses and CEQA documents.

17. Documents Furnished by the DEVELOPER. The DEVELOPER shall furnish to the DISTRICT project documentation as required by the District specified below, within the time periods specified. Each and every document submittal shall consist of a fully executed original or certified copy (in recordable form, if applicable) and four copies.

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Labor and Materials Bond	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction

Soil Compaction Tests	Prior to Acceptance
Grant of Easements and Rights-of-Way	Prior to Acceptance
Warranty Bond	Prior to Acceptance and Recording
Bill of Sale	Prior to Acceptance
List of Approved Street Addresses and Assessor Parcel Numbers	Prior to Setting Meter
Notice of High/Low Water Pressure	Prior to Setting Meter
Notice of Water Pumping Facility	Prior to Construction
Mechanic's Lien Releases	Upon Request of District

NOTE: The DEVELOPER hereby acknowledges and agrees that the foregoing list is not intended to be exclusive; therefore, the DISTRICT reserves the right to request, from time-to-time, additional documents or documentation.

PART F: INSURANCE AND INDEMNIFICATION

18. Indemnification and Hold Harmless. The DEVELOPER and the DISTRICT agree that the DISTRICT should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance by DEVELOPER of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the DISTRICT, except for liability attributable to the DISTRICT's intentional and/or negligent acts. DEVELOPER acknowledges that the DISTRICT would not enter into this Agreement in the absence of this commitment from the DEVELOPER to indemnify and protect the DISTRICT as set forth here.

Therefore, the DEVELOPER shall defend, indemnify and hold harmless the DISTRICT, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the DISTRICT, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the performance by DEVELOPER of this Agreement. All obligations under this provision are to be paid by the DEVELOPER as incurred by the DISTRICT. Notwithstanding the foregoing, the DEVELOPER shall have no obligation to defend, indemnify or hold harmless the DISTRICT, its employees, agents or officials from any liability arising, in whole or in part, from the DISTRICT'S intentional and/or negligent acts.

19. Insurance. The DEVELOPER agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the DEVELOPER uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the DEVELOPER agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the DEVELOPER and maintained on behalf of the DISTRICT and in accordance with the requirements set forth herein.

a. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all

regard to any notice provisions. The DEVELOPER agrees to provide complete certified copies of policies to the DISTRICT within 10 days of the DISTRICT's request for such copies.

iv. In the event of any loss that is not insured due to the failure of the DEVELOPER to comply with these requirements, the DEVELOPER agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the DISTRICT, or the DISTRICT's officials, employees and agents as a result of such failure.

v. The DEVELOPER agrees not to attempt to avoid its defense and indemnity obligations to the DISTRICT and its employees, agents and officials by using as defense the DEVELOPER's statutory immunity under workers' compensation and similar statutes.

PART G: SPECIAL CONDITIONS

20. The following conditions, being contained herein, will be required by the District in order to receive water, recycled water and sewer service for the Project.

a. Potable Water Related Facilities: This project is within the South Mesa Water Company service boundary. This project will not be required to construct potable water facilities for the Yucaipa Valley Water District.

b. Recycled Water Related Facilities: This project is within the South Mesa Water Company service boundary. This project will not be required to construct recycled water facilities for the Yucaipa Valley Water District.

c. Wastewater Related Facilities: The DEVELOPER shall bring the existing DISTRICT A.D.-11 Easement 14-P up to current DISTRICT standards of 20-feet in width and provide an all-weather drivable surface over the existing sewer mainline along the western property line of Tract Map 36818. The DEVELOPER shall also construct a new sewer mainline into and through Tract Map 36818 sufficient to serve the proposed project from the existing DISTRICT sewer system from DISTRICT A.D.-11 Easement 14-P. The DEVELOPER shall also provide new sewer easements as necessary for service.

i. The DEVELOPER shall provide adequate vehicular access across each new parcel, including the north and south property lines of Tract Map 36818, proposed along DISTRICT A.D.-11 Easement 14-P.

ii. The DEVELOPER shall provide either a removable panel or lockable gate for access at each proposed parcel line across DISTRICT A.D.-11 Easement 14-P, to provide for adequate access of DISTRICT vehicles and equipment.

iii. The DEVELOPER shall construct new sewer laterals for Lots 1, 2 and 3 off of the existing public sewer main within Buena Vista Court to provide for sewer service. The DEVELOPER shall also construct new sewer laterals for Lots 14, 15 and 16 off of the existing public

sewer main within 4th Street to provide for sewer service.

iv. The DEVELOPER has split the two existing homes upon the parent APN of 411-160-032 into two new parcels, APN's 411-150-025 and 411-150-026. This was completed by way of a lot line adjustment of the original APN's of 411-150-012, 411-160-006 and 411-160-032, Riverside County Recorder's Office, Document 2015-0015112.

The parent APN of 411-160-032 had one existing sewer lateral shown on DISTRICT Sewer Map A.D.-11, Sheet 10 of 26 that served both homes. The current location of the existing sewer lateral must be potholed and verified by the DEVELOPER to identify which of the two new parcels it resides upon (APN 411-150-025 or 411-150-026). The DEVELOPER shall then construct a new sewer lateral to serve the property that is found to not have a lateral and the site plumbing of both parcels shall be corrected so that each parcel is achieving sewer service through their own sewer lateral to the public sewer main and in no way sharing a common sewer lateral. **This order of work shall take place prior to any site work to correct and protect the sewer service of existing DISTRICT customers.**

v. The DISTRICT has identified sewer mainline deficiencies downstream of the Project in the City of Calimesa. To secure the appropriate funding for the upgrade of these sewer mainline facilities, the DEVELOPER shall pay to the DISTRICT a fee of \$1,500 per Equivalent Dwelling Unit for the construction of upgraded sewer mainline facilities. This fee shall be paid prior to the issuance of building permits.

d. Previously Constructed Facilities: The DEVELOPER shall protect the existing sewer mainline in place at all times. If, at any time, there is an actual or potential conflict with the proposed development of Tract Map 36818, including but not limited to site drainage and storm water flow control, the DEVELOPER shall be required to show and provide adequate protection or adjustment of the existing sewer facilities to be approved by the DISTRICT prior to construction of the proposed remediation.

e. The DISTRICT shall require all outstanding invoices related to the Project to be paid prior to releasing each lot for occupancy.

PART H: MISCELLANEOUS

21. Term and Termination of Agreement.

a. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:

i. Within 10 business days of the effective date of this Agreement if the DEVELOPER fails or refuses to make the Cash Account deposit, or if the Cash Account is not

replenished to a positive balance after the issuance of an invoice by the DISTRICT for a period of 75 calendar days; or

ii. Within 12 months of the effective date of this Agreement, if the initial construction contemplated hereunder has not commenced within such time; or

iii. Immediately, upon abandonment by the DEVELOPER of the DEVELOPER's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or to fail to improve the Property in a manner consistent with the proposed development plan; and/or

iv. Within 45 days of the date of the issuance of a Notice of Default by the DISTRICT to the DEVELOPER in the event the DEVELOPER fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

b. Any termination of this Agreement shall not be construed as a waiver of any claim the DISTRICT may have against the DEVELOPER or that the DEVELOPER may have against the DISTRICT.

c. In the event of termination, and in order to counteract any threat to the public's health, safety or welfare, the DISTRICT shall have the right, without liability to complete, at the DEVELOPER's non-reimbursable expense, all or a portion of the Facilities constructed pursuant to this Agreement on the condition that a claim has been made against the performance bond issued by the DEVELOPER for this Property.

d. Notwithstanding the foregoing, the Indemnification clauses contained herein shall survive the termination of this Agreement.

22. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.

23. Amendment; Assignment.

a. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement of the DISTRICT and the DEVELOPER, in writing signed by both Parties. The DISTRICT and the DEVELOPER further agree that to the extent this Agreement does not address all aspects of the DEVELOPER's Property, the Parties shall meet and confer and negotiate in good faith, and execute a written amendment or supplement to this Agreement.

b. Assignment. This Agreement shall not be assigned, whether in whole or in part.

24. Force Majeure. If either the DISTRICT or the DEVELOPER is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or

regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.

25. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

26. Waiver. No waiver by either Party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.

27. Severance. If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.

28. DISTRICT's Disclaimer. Utilizing fees and Facilities provided to the DISTRICT by the DEVELOPER, the DISTRICT will supply potable water, recycled (non-potable) water, and wastewater collection and treatment services to the DEVELOPER's Property and development thereon. However, the DISTRICT shall not be obligated to utilize public funds to subsidize the DEVELOPER's Project. The DISTRICT shall not be required to authorize the issuance of grading, building or occupancy permits during the period of time that the Board of Directors have declared a 20% reduction or greater of overall water use for a portion or all of the DISTRICT's service area. The DISTRICT agrees, however, to make every effort to minimize drought impacts.

29. Preparation of This Agreement. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

30. Alternative Dispute Resolution.

a. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____

By: _____
Lonni Granlund, Board President

DEVELOPER:

Dated: _____

By: _____

Print Name

Print Title



Date: April 20, 2016

Prepared By: Vicky Elisalda, Controller
Peggy Little, Administrative Supervisor

Subject: Unaudited Financial Report for the Period Ending on March 31, 2016

Recommendation: That the Board receives and files the unaudited financial report as presented.

The following unaudited financial report has been prepared by the Administrative Department for your review. The report has been divided into six sections to clearly disseminate information pertaining to the financial status of the District. Please remember that the following financial information has not been audited.

Cash Fund Balance Report

[Detailed information can be found on page 5 to 6 of 30]

The Cash Fund Balance Report provides a summary of how the total amount of funds maintained by financial institutions is distributed throughout the enterprise and non-enterprise funds of the District. A summary of the report is as follows:

Fund Source	Operating Funds	Restricted Funds	Total Funds
Water Division	\$6,183,839.50	\$1,765,908.56	\$7,949,748.06
Sewer Division	\$12,275,540.89	(\$5,017,582.61)	\$7,257,958.28
Recycled Water Division	<u>\$2,358,509.58</u>	<u>\$372,767.32</u>	<u>\$2,731,276.90</u>
Total	\$20,817,889.97	(\$2,878,906.73)	\$17,938,983.24

Most of the funds reflected in the Cash Fund Balance Report are designated for specific purposes and are therefore restricted, either by law or by District policy.

Check Register

[Detailed information can be found on pages 7 to 11 of 30]

The check register lists each check processed during the month of March 2016. The District processed 282 checks during the month of March for a total sum of \$2,204,611.96. All checks are reviewed by District staff for accuracy and completeness, and usually signed by the General Manager and one Director, but may be signed by two Directors.

The Controller will make any check, invoice or supporting documentation available for review to any board member upon request.

Financial Account Information

[Detailed information can be found on pages 12 to 15 of 30]

The District currently deposits all revenue received into the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills and for the transfer of LAIF funds. The US treasury notes and bills are booked at cost.

The LAIF investment account is a pooled money account administered by the State of California. Additional information on the LAIF account is provided below in the investment summary report.

Investment Summary

[Detailed information can be found on pages 16 to 17 of 30]

The investment summary report illustrates the District's investments in US treasury notes and bills in addition to the investments held by the Local Agency Investment Fund or LAIF. The yields for the treasury notes and bills are provided for each individual transaction. The historical annual yield for funds invested with LAIF is also provided.

Separate pooled money investment reports prepared by the State of California are maintained by the District and available for review.

Monthly Revenue Allocation

[Detailed information can be found on pages 18 to 20 of 30]

During the month of March 2016 the District's deposit checking account received a sum total of \$2,136,702.82 in revenues from the following categories:

- A total of \$1,475,368.44 was received from 14,359 customers for utility bill payments. This is the total amount of utility bill payments received from water, sewer and recycled services.
- A total of \$3,274.50 was received for construction meter deposits, customer deposits and internet fee payments.
- A total of \$396,146.09 was received from miscellaneous water related activities (other than utility bill charges).
- A total of \$206,800.00 was received from miscellaneous sewer related activities (other than utility bill charges).
- A total of \$55,113.79 was received from miscellaneous recycled related activities (other than utility bill charges).
- The District's general checking account (page 13 of 30) received one ACH deposit for San Bernardino Property Taxes in the amount of \$46,063.99. The District has received \$1,710,954.45 (60%) of the allocated \$2,843,308.96 property taxes for FY 2016.

Fiscal Year 2016 Budget Status

[Detailed information can be found on pages 21 to 30 of 30]

The revenue and expense budget status for the 2016 Fiscal Year is provided for your review.

**Summary of Revenue Budget
As of March 31, 2016 (71% of Budget Cycle)**

<u>Division</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Water	13,412,500	695,784	7,678,503	57.25%
Sewer	11,820,000	936,178	7,943,310	67.20%
Recycled Water	537,250	25,163	285,354	53.11%
District Revenue	25,769,750	1,657,125	15,907,167	61.73%

**Summary of Water Budget
As of March 31, 2016 (71% of Budget Cycle)**

<u>Department</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Water Resources	5,050,200	377,992	3,193,716	63.24%
Public works	2,385,800	187,041	1,574,127	65.98%
Administration	3,682,486	245,016	2,933,348	79.66%
Long Term Debt	2,294,014	0	2,294,014	100.00%
Asset Acquisition	0	0	24,945	0.00%
TOTAL	13,412,500	810,049	10,020,150	74.71%

**Summary of Sewer Budget
As of March 31, 2016 (71% of Budget Cycle)**

<u>Department</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Treatment	3,789,816	196,768	2,519,203	66.47%
Administration	3,151,840	169,704	2,253,898	71.51%
Environmental Control	982,300	122,341	750,149	76.37%
Long Term Debt	3,896,044	258,783	3,831,725	98.35%
Asset Acquisition-Palmer	0	0	72,645	0.00%
TOTAL	11,820,000	747,596	9,427,620	79.76%

**Summary of Recycled Water Budget
As of March 31, 2016 (71% of Budget Cycle)**

<u>Department</u>	<u>Budget Amount</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Percentage</u>
Administration	537,250	33,603	461,643	85.93%
TOTAL	537,250	28,006	198,923	37.03%
District Expenses	25,769,750	1,585,651	19,646,693	76.24%

Investment Policy Disclosure

The District is currently compliant with the portfolio of its Investment Policy and State Law.

The District is using Sandy Gage with Merrill Lynch Wealth Management (Bank of America Corporation) for Treasury investments. The District expects to meet its expenditure requirements for the next six months.

Questions or Comments

If you have any questions about a particular budget account, please do not hesitate to contact the Controller directly. If you need additional information, the members of the Administrative Department would be happy to provide you with any detailed information you may desire.

Cash Fund Balance Report - March 2016

Water Division	GL#	Balance
*ID 1 Construction Funds	02-10216	\$ 293,145.85
*ID 2 Construction Funds	02-10217	\$ 80,409.31
*FCC - Debt Service YVRWFF Phase I	02-10401	\$ (80,707.96)
*FCC - Future YVRWFF Phase II & III	02-10403	\$ 331,935.99
*FCC - Recycled System	02-10410	\$ (1,000,941.90)
*FCC - Booster Pumping Plants	02-10411	\$ 543,214.08
*FCC - Pipeline Facilities	02-10412	\$ (329,867.36)
*FCC - Water Storage Reservoirs	02-10413	\$ 1,928,720.55
Depreciation Reserves	02-10310	\$ 1,045,505.82
Infrastructure Reserves	02-10311	\$ 2,646,687.00
Sustainability Fund	02-10313	\$ 763,259.56
Rate Stabilization Fund	02-10314	\$ 500,209.14
Imported Water Fund - MUNI	02-10315	\$ (383,014.53)
Imported Water Fund - SGPWA	02-10316	\$ 811,963.84
Operating Funds:		\$ 799,228.67
Total Water Division		\$ 7,949,748.06

Sewer Division	GL#	Balance
*SRF Reserve Fund - Brineline	03-10218	\$ 637,449.00
*SRF Reserve Fund - WISE	03-10219	\$ 184,928.00
*SRF Reserve Fund - R 10.3	03-10220	\$ 51,531.00
*SRF Reserve Fund - Crow St	03-10221	\$ 19,255.00
*FCC - Debt Service WWTP Expansion & Upgrade	03-10405	\$ 1,178,991.75
*FCC - Future WWTP Expansion	03-10407	\$ 1,022,216.66
*FCC - Sewer Interceptors	03-10415	\$ (994,738.75)
*FCC - Lift Stations	03-10416	\$ 252,011.93
*FCC - Effluent Disposal Facilities	03-10417	\$ (1,730,552.13)
*FCC - Salt Mitigation Facilities	03-10418	\$ (5,638,675.07)
Project Fund - Encumbered	03-10215	\$ 219,000.00
Depreciation Reserves	03-10310	\$ 3,018,252.31
Infrastructure Reserves	03-10311	\$ 3,786,290.00
Rate Stabilization Fund	03-10314	\$ 1,464,394.90
Operating Funds:		\$ 3,787,603.68
Total Wastewater Division		\$ 7,257,958.28

Recycled Water Division	GL#	Balance
*FCC - Recycled System	04-10410	\$ 44,297.10
*FCC - Booster Pumping Plants	04-10411	\$ 47,330.54
*FCC - Pipeline Facilities	04-10412	\$ 141,510.43
*FCC - Water Storage Reservoirs	04-10413	\$ 139,629.25
Project Fund - Encumbered	04-10215	\$ 200,000.00
Depreciation Reserves	04-10310	\$ 51,064.84
Infrastructure Reserves	04-10311	\$ 246,671.00
Operating Funds:		\$ 1,860,773.74
Total Recycled Water Division		\$ 2,731,276.90

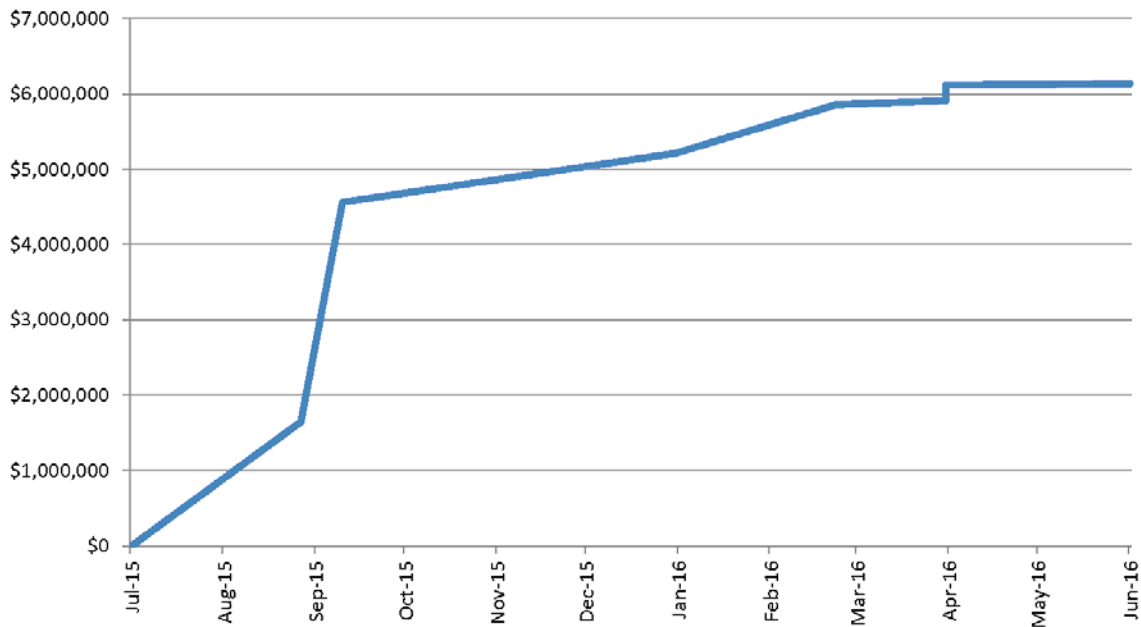
DISTRICT TOTAL \$ 17,938,983.24

*=Restricted Funds

Cash Fund Balance Report - March 2016

Pending Financial Obligations for Fiscal Year 2015/16				
Due Date	Fund	Description	Term of Obligation	Amount
08/27/2015	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 1,646,177.19
09/10/2015	Sewer	SRF Payment - WRWRF	2009-2028	\$ 2,923,688.75
12/31/2015	Sewer	SRF Payment - Yucaipa Regional Brineline	2013-2032	\$ 649,273.50
02/23/2016	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 640,556.25
03/31/2016	Sewer	SRF Payment - Recycled Reservoir R-10.3	2014-2033	\$ 54,277.31
03/31/2016	Sewer	SRF Payment - Desalinization at WRWRF	2014-2033	\$ 185,251.30
03/31/2016	Sewer	SRF Payment - Crow Street/Recycled Booster B-12.1	2016-2035	\$ 19,254.37
06/01/2016	Sewer	SBVMWD - Inland Empire Brineline Payment	2013-2016	\$ 20,000.00
Total				\$ 6,138,478.67

**Payment Schedule and Cash Flow Requirements
for Fiscal Year 2015-2016**



Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/01/2016	25465	ADS, LLC	3,951.00
03/01/2016	25466	Ameripride Uniform Services	512.79
03/01/2016	25467	Applied Best Practices, LLC	302.50
03/01/2016	25468	Redlands Employment Services	1,707.12
03/01/2016	25469	Bear Valley Mutual Water Compa	1,176.00
03/01/2016	25470	California Urban Water Conserv	3,076.51
03/01/2016	25471	Fedex	54.18
03/01/2016	25472	InfoSend, Inc.	3,506.04
03/01/2016	25473	Kelly Services, Inc.	1,069.20
03/01/2016	25474	Krieger & Stewart	111,291.16
03/01/2016	25475	Leroy's Landscape Services	2,955.00
03/01/2016	25476	San Bernardino County Flood Co	1,315.00
03/01/2016	25477	SCE Rosemead	132,471.96
03/01/2016	25478	Southern CA Emergency Medicine	225.00
03/01/2016	25479	South Coast A.Q.M.D.	467.98
03/01/2016	25480	U.S. Postal Service (AMS-TMS)	2,000.00
03/01/2016	25481	Verizon	84.23
03/01/2016	25482	All American Sewer Tools	30,064.96
03/01/2016	25483	Ampak Chemicals, Inc.	4,001.40
03/01/2016	25484	Auto Care Clinic	81.11
03/01/2016	25485	BofA Credit Card	2,668.29
03/01/2016	25486	California Boiler, Inc.	1,020.60
03/01/2016	25487	CHJ Consultants	9,580.25
03/01/2016	25488	Clinical Laboratory of San Ber	8,595.00
03/01/2016	25489	Grainger	765.47
03/01/2016	25490	Alan L. Grubel Automotive Inc.	557.73
03/01/2016	25491	Inland Water Works Supply Co.	5,094.31
03/01/2016	25492	Innerline Engineering	1,750.00
03/01/2016	25493	Nagem, Inc.	2,454.70
03/01/2016	25494	Office Solutions Business Prod	400.63
03/01/2016	25495	P & R Paper Supply Co., Inc.	116.77
03/01/2016	25496	Polydyne Inc.	5,713.20
03/01/2016	25497	Red Alert Special Couriers	344.26
03/01/2016	25498	Safety Kleen Systems, Inc.	144.00
03/01/2016	25499	Schaner's WasteWater Prod., In	2,478.17
03/01/2016	25500	United Rentals Northwest, Inc.	1,655.26
03/01/2016	25501	Calmat Company	7,109.20
03/01/2016	25502	State Water Resources Control	120.00
03/01/2016	25503	Water Environment Federation	297.00
03/01/2016	25504	Geoff Risaliti	164.00
03/01/2016	25505	CAGLE, KELLEY	70.01
03/01/2016	25506	HAIG, TODD	128.35
03/01/2016	25507	HUANG, TONY	84.10
03/01/2016	25508	CHAPPELL, JASON	44.54
03/01/2016	25509	WSR PROPERTY MGMT	64.79
03/01/2016	25510	COOPER, BENJAMIN F	42.43
03/01/2016	25511	Michael J. O'Day	550.00
03/04/2016	25512	PAYROLL CHECK	2,066.56
03/04/2016	25513	PAYROLL CHECK	709.79
03/04/2016	25514	CA-PERS Supplemental Income 45	20,916.38
03/04/2016	25515	WageWorks, Inc.	1,462.27
03/04/2016	25516	Public Employees' Retirement S	22,723.70
03/04/2016	25517	Hong Nelson	125.00
03/04/2016	25518	IBEW Local 1436	252.00
03/04/2016	25519	California State Disbursement	115.38
03/04/2016	25520	California State Disbursement	476.30
03/04/2016	25521	Department of the Treasury - I	125.00
03/04/2016	25522	American Family Life Assurance	2,505.43

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/04/2016	25523	Boot Barn #4	346.38
03/04/2016	25524	Cobb's Printing, LLC	103.68
03/04/2016	25525	CWEA/SSCSC	270.00
03/04/2016	25526	Rodd Greene	601.00
03/04/2016	25527	Tom Shalhoub	52.38
03/04/2016	25528	Robert Hines	601.00
03/04/2016	25529	Aetna Health of California	67,722.00
03/07/2016	25530	AWWA CA-NV (Rancho Cucamonga)	55.00
03/07/2016	25531	Ameripride Uniform Services	536.73
03/07/2016	25532	Redlands Employment Services	948.40
03/07/2016	25533	Association of Environmental P	250.00
03/07/2016	25534	Central Communications	306.31
03/07/2016	25535	Coverall North America, Inc.	1,021.00
03/07/2016	25536	First American Data Tree, LLC	50.00
03/07/2016	25537	Raiset R. Santana and Adriana	72.50
03/07/2016	25538	Kelly Services, Inc.	855.36
03/07/2016	25539	Konica Minolta Business Soluti	2,303.63
03/07/2016	25540	NetComp Technologies, Inc.	39,025.80
03/07/2016	25541	Praxair Inc.	26.32
03/07/2016	25542	SCCI, Inc.	350.00
03/07/2016	25543	South Mesa Water Company	25.00
03/07/2016	25544	Association of San Bernardino	105.00
03/07/2016	25545	U.S. Telepacific Corp	3,870.46
03/07/2016	25546	The Gas Company	897.67
03/07/2016	25547	U.S. Postal Service	480.00
03/07/2016	25548	Underground Service Alert Of S	174.00
03/07/2016	25549	Yucaipa Disposal, Inc.	1,407.16
03/07/2016	25550	City of Yucaipa	41,400.00
03/07/2016	25551	News Mirror Publishing, Inc.	1,347.00
03/07/2016	25552	News Mirror Publishing, Inc.	898.00
03/07/2016	25553	Airgas, Inc.	2,941.12
03/07/2016	25554	All American Sewer Tools	4,409.53
03/07/2016	25555	Aqua-Metric Sales Company	15,318.72
03/07/2016	25556	Bear Communications, Inc.	275.00
03/07/2016	25557	Calolympic Glove & Safety Co.,	215.11
03/07/2016	25558	Crown Ace Hardware - Yucaipa	1,129.60
03/07/2016	25559	Gonzales Environmental Consult	14,756.91
03/07/2016	25560	Harper & Associates Eng., Inc.	2,100.00
03/07/2016	25561	HD Supply Waterworks, Ltd.	2,854.83
03/07/2016	25562	KAD Paving Company	36,800.00
03/07/2016	25563	Kevin E. French	6,436.34
03/07/2016	25564	Lowe's Companies, Inc.	76.79
03/07/2016	25565	Nuckles Oil Company, Inc.	1,057.31
03/07/2016	25566	Nagem, Inc.	53.70
03/07/2016	25567	Office Solutions Business Prod	272.40
03/07/2016	25568	Optics Planet, Inc.	517.89
03/07/2016	25569	R & R Anderson Trucking	2,035.79
03/07/2016	25570	RDO Equipment Co.	252.05
03/07/2016	25571	Riverside Winnelson Company	17,343.32
03/07/2016	25572	ROW Traffic Safety, Inc.	358.02
03/07/2016	25573	Safety Kleen Systems, Inc.	576.74
03/07/2016	25574	YRC, Inc.	286.03
03/07/2016	25575	Standard Insurance Company	2,618.36
03/07/2016	25576	Western Dental Services, Inc.	302.27
03/07/2016	25577	Cypress Insurance Company	15,735.86
03/07/2016	25578	Anthem Blue Cross L and H	379.90
03/07/2016	25579	Standard Insurance Company	3,169.57
03/07/2016	25580	Standard Insurance Vision Plan	672.56

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/07/2016	25581	MetLife Small Business Center	586.82
03/07/2016	25582	Taylor Corporation	118.29
03/14/2016	25583	Aklufi & Wysocki	5,962.50
03/14/2016	25584	Citizens Business Bank	8,525.00
03/14/2016	25585	DDB Engineering Inc.	6,105.00
03/14/2016	25586	Delta Partners, LLC	7,500.00
03/14/2016	25587	Dudek & Associates, Inc	15,149.49
03/14/2016	25588	Fuel Equipment Services, Inc.	31,181.32
03/14/2016	25589	Harper & Associates Eng., Inc.	2,917.50
03/14/2016	25590	J. Colon Coatings, Inc.	60,918.75
03/14/2016	25591	Krieger & Stewart	14,231.00
03/14/2016	25592	One Stop Landscape Supply Inc	21,940.00
03/14/2016	25593	Pacific Hydrotech Corporation	103,464.50
03/14/2016	25594	Pascal & Ludwig Constructors I	161,985.00
03/14/2016	25595	Platinum Advisors, LLC	5,000.00
03/14/2016	25596	RMC Water and Environment	34,888.21
03/14/2016	25597	Sacramento Bank of Commerce	1,813.00
03/14/2016	25598	Security Bank of California	5,794.91
03/14/2016	25599	Skydrop Holdings, LLC	113,400.00
03/14/2016	25600	Weka, Inc.	110,103.25
03/14/2016	25601	Jeremy Costello	97.18
03/14/2016	25602	Ameripride Uniform Services	530.69
03/14/2016	25603	Redlands Employment Services	948.40
03/14/2016	25604	Corelogic, Inc.	330.00
03/14/2016	25605	Incode Division-Tyler Technolo	3,304.91
03/14/2016	25606	InfoSend, Inc.	5,238.90
03/14/2016	25607	Kelly Services, Inc.	1,055.84
03/14/2016	25608	Separation Processes, Inc.	807.00
03/14/2016	25609	Southern CA Emergency Medicine	300.00
03/14/2016	25610	Tattletale Portable Alarm Syst	3,105.00
03/14/2016	25611	Verizon	87.53
03/14/2016	25612	Agriserve Pest Control	16,246.32
03/14/2016	25613	Anthony Joseph Sobral	59.21
03/14/2016	25614	Ampak Chemicals, Inc.	4,001.40
03/14/2016	25615	Cemex Inc. USA	3,189.51
03/14/2016	25616	Victor James Valenti	4,115.61
03/14/2016	25617	Evoqua Water Technologies LLC	1,087.88
03/14/2016	25618	Hemet Valley Tool & Supply	181.83
03/14/2016	25619	Inland Water Works Supply Co.	1,476.99
03/14/2016	25620	Innerline Engineering	5,250.00
03/14/2016	25621	Larry Jacinto Farming, Inc.	900.00
03/14/2016	25622	JB Paving & Engineering, Inc.	1,075.00
03/14/2016	25623	Lowe's Companies, Inc.	1,486.67
03/14/2016	25624	MBC Applied Environmental Scie	3,900.00
03/14/2016	25625	Nuckles Oil Company, Inc.	3,048.20
03/14/2016	25626	Nagem, Inc.	3,200.96
03/14/2016	25627	P & R Paper Supply Co., Inc.	962.42
03/14/2016	25628	Pro-Pipe & Supply, Inc.	55.83
03/14/2016	25629	Riverside Winnelson Company	4.29
03/14/2016	25630	SB CNTY-Fire Protection Distri	356.44
03/14/2016	25631	Steven Enterprises, Inc	3,055.21
03/18/2016	25632	PAYROLL CHECK	2,025.75
03/18/2016	25633	CA-PERS Supplemental Income 45	18,683.44
03/18/2016	25634	WageWorks, Inc.	1,462.27
03/18/2016	25635	Public Employees' Retirement S	22,816.41
03/18/2016	25636	Hong Nelson	125.00
03/18/2016	25637	California State Disbursement	115.38
03/18/2016	25638	California State Disbursement	476.30

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/18/2016	25639	Department of the Treasury - I	125.00
03/21/2016	25640	California Water Environment A	820.00
03/21/2016	25641	Skydrop Holdings, LLC	4,750.00
03/21/2016	25642	RG SNYDER GROUP, INC	1,477.72
03/21/2016	25643	Atkinson, Andelson, Loya, Ruud	1,084.64
03/21/2016	25644	Ralph C. Casas	87.00
03/21/2016	25645	Ameripride Uniform Services	512.79
03/21/2016	25646	Brent Anton	24.28
03/21/2016	25647	Erin Anton	43.72
03/21/2016	25648	Applied Best Practices, LLC	399.50
03/21/2016	25649	Jennifer Ares	60.00
03/21/2016	25650	AT&T Mobility	1,733.58
03/21/2016	25651	Tysa Baeumel	60.00
03/21/2016	25652	Allison Barry	56.13
03/21/2016	25653	CA State Dept of Parks & Recre	2,000.00
03/21/2016	25654	Joan Cadiz	60.00
03/21/2016	25655	Fedex	23.59
03/21/2016	25656	Dan Hohman	60.00
03/21/2016	25657	House Of Quality, Parts Plus	1,264.90
03/21/2016	25658	InfoSend, Inc.	1,982.14
03/21/2016	25659	Kelly Services, Inc.	2,138.40
03/21/2016	25660	J Kevin King	60.00
03/21/2016	25661	Kevin E. French	6,436.34
03/21/2016	25662	Peggy Little	30.09
03/21/2016	25663	Matheson Tri-Gas, Inc	164.73
03/21/2016	25664	Ron McCall	60.00
03/21/2016	25665	Kyle C. Mitchell	60.00
03/21/2016	25666	Brant Musick	46.15
03/21/2016	25667	NetComp Technologies, Inc.	4,650.00
03/21/2016	25668	Sara Onate	28.25
03/21/2016	25669	Matthew Porras	48.56
03/21/2016	25670	VOID CHECK	0.00
03/21/2016	25671	State Water Resources Control	19,254.37
03/21/2016	25672	The Counseling Team Internatio	300.00
03/21/2016	25673	Thaxton Van Belle	60.00
03/21/2016	25674	All American Sewer Tools	302.58
03/21/2016	25675	BofA Credit Card	1,611.29
03/21/2016	25676	Calolympic Glove & Safety Co.,	355.63
03/21/2016	25677	Center Electric	6,669.88
03/21/2016	25678	Jan Brinkman Jr.	545.00
03/21/2016	25679	Dinosaur Tire Inc.	71.25
03/21/2016	25680	Environmental Water Solutions,	3,996.52
03/21/2016	25681	Evoqua Water Technologies LLC	974.44
03/21/2016	25682	Fresno Oxygen	339.07
03/21/2016	25683	G&G Environmental Compliance, I	3,290.68
03/21/2016	25684	Grainger	1,038.33
03/21/2016	25685	Alan L. Grubel Automotive Inc.	393.98
03/21/2016	25686	Hach Company	891.94
03/21/2016	25687	Inland Water Works Supply Co.	17,969.52
03/21/2016	25688	Innerline Engineering	3,500.00
03/21/2016	25689	J.L. Wingert Co.	625.85
03/21/2016	25690	J. Colon Coatings, Inc.	400.00
03/21/2016	25691	JB Paving & Engineering, Inc.	5,825.00
03/21/2016	25692	JCS Welding, Inc.	500.00
03/21/2016	25693	Lowe's Companies, Inc.	4,253.73
03/21/2016	25694	MBC Applied Environmental Scie	1,300.00
03/21/2016	25695	McCall's Meter Sales & Service	1,871.31
03/21/2016	25696	Nuckles Oil Company, Inc.	2,933.47

Check Register - March 2016

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
03/21/2016	25697	Nagem, Inc.	3,043.99
03/21/2016	25698	Odyssey Power Corporation	14,914.70
03/21/2016	25699	Office Solutions Business Prod	115.69
03/21/2016	25700	Q Versa, LLC	21,016.40
03/21/2016	25701	R & R Anderson Trucking	678.19
03/21/2016	25702	Red Alert Special Couriers	344.26
03/21/2016	25703	Riverside Winnelson Company	17.16
03/21/2016	25704	Smart & Final Stores, LLC	167.26
03/21/2016	25705	Kirk S. Cannon	275.00
03/21/2016	25706	HD Supply Facilities Maintenanc	557.52
03/21/2016	25707	Wilson Bohannan Company	705.70
03/21/2016	25708	ZEP Manufacturing Company	516.17
03/21/2016	25709	State Water Resources Control	54,277.31
03/21/2016	25710	State Water Resources Control	185,251.30
03/21/2016	25711	American Family Life Assurance	2,505.43
03/21/2016	25712	John Hull	278.33
03/21/2016	25713	YWWD-Petty Cash	346.25
03/21/2016	25714	US Healthworks Medical Group,	329.05
03/21/2016	25715	WageWorks, Inc.	212.75
03/21/2016	25716	San Bdn. Valley Muni. Water D	27,485.76
03/28/2016	25717	State Water Resources Control	230.00
03/28/2016	25718	Ameripride Uniform Services	544.18
03/28/2016	25719	Bay Alarm Company	4,695.09
03/28/2016	25720	Central Communications	270.95
03/28/2016	25721	CHJ Consultants	2,929.50
03/28/2016	25722	Jan Brinkman Jr.	165.00
03/28/2016	25723	Kelly Services, Inc.	1,069.20
03/28/2016	25724	Leroy's Landscape Services	3,195.59
03/28/2016	25725	SCE Rosemead	149,366.80
03/28/2016	25726	U.S. Telepacific Corp	3,926.24
03/28/2016	25727	Verizon	147.81
03/28/2016	25728	Western Municipal Water Distri	1,300.00
03/28/2016	25729	Yucaipa Disposal, Inc.	1,439.51
03/28/2016	25730	Ampak Chemicals, Inc.	4,212.00
03/28/2016	25731	Bob Walker	796.50
03/28/2016	25732	Brenntag Pacific, Inc	7,770.06
03/28/2016	25733	Cemex Inc. USA	1,087.56
03/28/2016	25734	Center Electric	5,618.48
03/28/2016	25735	Clinical Laboratory of San Ber	6,341.50
03/28/2016	25736	Duke's Root Control, Inc.	36,310.42
03/28/2016	25737	Hemet Valley Tool & Supply	320.76
03/28/2016	25738	Inland Water Works Supply Co.	4,215.84
03/28/2016	25739	Microflex Corp #774353	1,685.78
03/28/2016	25740	Patton Sales Corporation	52.16
03/28/2016	25741	Polydyne Inc.	5,713.20
03/28/2016	25742	Rickly Hydrological Co., Inc.	277.04
03/28/2016	25743	Riverside Winnelson Company	2,530.54
03/28/2016	25744	Smart & Final Stores, LLC	168.85
03/28/2016	25745	Steven Enterprises, Inc	1,101.89
03/28/2016	25746	Calmat Company	4,870.12
March 2016 Check Register Total			2,204,611.96

Financial Account Information - March 2016

DATE	DESCRIPTION	Deposit Checking	General Checking	Investment Checking	Treasuries at cost	LAIF Invest. Fund	TOTAL ACTIVITY
02/29/2016	bal forward	451,025.24	30,000.00	24,782.97	501,504.84	17,313,426.79	18,320,739.84
2/29	rev retained in MM				(2,019.52)		(2,019.52)
03/01/2016	Deposit	7,313.45					7,313.45
	Website-1/14/16 not posted	90.85					90.85
	Credit Card-2/29	956.62					956.62
	Credit Card-3/1	2,356.58					2,356.58
	Electronic	20,665.00					20,665.00
	Website-3/1	6,236.02					6,236.02
	Website-3/2	209.63					209.63
	Website-3/2	867.71					867.71
	ETS Fees	(1,508.17)					(1,508.17)
	ETS Fees	(1,399.71)					(1,399.71)
03/02/2016	Deposit	46,345.38					46,345.38
	Credit Card-3/1	676.55					676.55
	Credit Card-3/2	7,029.57					7,029.57
	Electronic	19,808.65					19,808.65
	Website-3/2	2,811.87					2,811.87
	Website-3/3	213.23					213.23
	Website-3/3	271.26					271.26
3/4/16-PR	Federal Taxes		(49,493.55)				(49,493.55)
3/4/16-PR	State Taxes		(7,754.60)				(7,754.60)
3/4/16-PR	PR Direct Deposit		(116,051.96)				(116,051.96)
3/4/16-PR	VOYA 457		(8,270.90)				(8,270.90)
	TRF#1406 - PR	(181,571.01)	181,571.01				0.00
03/03/2016	Deposit	52,505.82					52,505.82
	Credit Card-3/2	1,337.25					1,337.25
	Credit Card-3/3	2,850.77					2,850.77
	Electronic	13,945.60					13,945.60
	Website-3/3	2,959.03					2,959.03
	Website-3/4	273.19					273.19
	Website-3/4	838.52					838.52
	ACH pmts	47,251.43					47,251.43
03/04/2016	Deposit	40,857.44					40,857.44
	Deposit - M/C	13,688.36					13,688.36
	Deposit - M/C	10,067.00					10,067.00
	Credit Card-3/3	984.22					984.22
	Credit Card-3/4	2,343.23					2,343.23
	Electronic	15,677.85					15,677.85
	Website-3/4	2,817.65					2,817.65
	Website-3/5 - dup pymt on web	61.58					61.58
	Website-3/5	138.35					138.35
	Website-3/5	1,476.63					1,476.63
	Website-3/6	63.23					63.23
	Website-3/6	1,380.22					1,380.22
	Website-3/7	218.73					218.73
	Website-3/7	773.04					773.04
	Analysis Fee Reversal	100.00					100.00
	Cks. #25465-25529		(473,500.45)				(473,500.45)
	TRF#1407 - AP	(473,500.45)	473,500.45				0.00
03/07/2016	Deposit	81,427.84					81,427.84
	Credit Card-3/4	441.50					441.50
	Credit Card-3/7	4,454.03					4,454.03
	Electronic	14,698.90					14,698.90

Financial Account Information - March 2016

DATE	DESCRIPTION	Deposit Checking	General Checking	Investment Checking	Treasuries at cost	LAIF Invest. Fund	TOTAL ACTIVITY
02/29/2016	bal forward	451,025.24	30,000.00	24,782.97	501,504.84	17,313,426.79	18,320,739.84
3/7	Website-3/7	3,249.75					3,249.75
	Website-3/8	107.16					107.16
	Website-3/8	355.34					355.34
03/08/2016	Deposit	8,390.57					8,390.57
	Deposit - DR Horton	564,108.00					564,108.00
	Credit Card-3/7	574.11					574.11
	Credit Card-3/8	2,014.19					2,014.19
	Electronic	20,241.67					20,241.67
	Website-3/8	3,727.67					3,727.67
	Website-3/9	767.36					767.36
03/09/2016	Deposit	37,439.16					37,439.16
	Credit Card-3/8	1,386.50					1,386.50
	Credit Card-3/9	5,027.83					5,027.83
	Electronic	7,610.94					7,610.94
	Website-3/9	3,308.98					3,308.98
	Website-3/10	84.38					84.38
	Website-3/10	524.09					524.09
	Cks. #25530-25582		(230,056.17)				(230,056.17)
	TRF#1408 - AP	(230,056.17)	230,056.17				0.00
03/10/2016	Deposit	20,308.04					20,308.04
	Deposit - M/C	21,742.60					21,742.60
	Credit Card-3/9	731.33					731.33
	Credit Card-3/10	1,891.12					1,891.12
	Electronic	7,580.70					7,580.70
	Website-3/10	2,382.61					2,382.61
	Website-3/11	1,231.38					1,231.38
	ACH pmts	44,335.31					44,335.31
03/11/2016	Deposit	39,425.02					39,425.02
	Credit Card-3/10	703.06					703.06
	Credit Card-3/11	1,715.44					1,715.44
	Electronic	12,018.70					12,018.70
	Website-3/11	2,191.99					2,191.99
	Website-3/12	1,743.63					1,743.63
	Website-3/13	1,885.13					1,885.13
	Website-3/14	2,435.17					2,435.17
	Deposit - SBC Tax		46,063.99				46,063.99
	TRF#1409 - to Dep Ck	46,063.99	(46,063.99)				0.00
03/14/2016	Deposit	52,918.30					52,918.30
	Credit Card-3/11	926.19					926.19
	Credit Card-3/14	2,388.97					2,388.97
	Electronic	10,210.20					10,210.20
	Website-3/14	10,522.06					10,522.06
	Website-3/15	404.28					404.28
03/15/2016	Deposit	8,163.52					8,163.52
	Credit Card-3/14	2,681.32					2,681.32
	Credit Card-3/15	1,685.73					1,685.73
	Electronic	18,385.73					18,385.73
	Website-3/15	1,941.62					1,941.62
	Website-3/16	76.82					76.82
	Website-3/16	537.11					537.11
	ACH pmts	58,173.83					58,173.83
	TRF#1410 - LAIF to Inv Ck			500,000.00		(500,000.00)	0.00

Financial Account Information - March 2016

DATE	DESCRIPTION	Deposit Checking	General Checking	Investment Checking	Treasuries at cost	LAIF Invest. Fund	TOTAL ACTIVITY
02/29/2016	bal forward	451,025.24	30,000.00	24,782.97	501,504.84	17,313,426.79	18,320,739.84
03/16/2016	Deposit	45,657.87					45,657.87
	Credit Card-3/15	335.07					335.07
	Credit Card-3/16	1,715.35					1,715.35
	Electronic	10,688.52					10,688.52
	Website-3/16	3,060.77					3,060.77
	Website-3/17	87.56					87.56
	Website-3/17	1,264.09					1,264.09
	TRF#1411-Inv Ck to Dep Ck	500,000.00		(500,000.00)			0.00
03/17/2016	Deposit	21,081.13					21,081.13
	Credit Card	2,638.18					2,638.18
	Electronic	10,795.78					10,795.78
	Website-3/17	1,449.15					1,449.15
	Website-3/18	557.38					557.38
03/18/2016	Federal Taxes		(47,542.22)				(47,542.22)
03/19/2016	State Taxes		(7,603.70)				(7,603.70)
03/20/2016	PR Direct Deposit		(113,005.76)				(113,005.76)
03/21/2016	VOYA 457		(7,380.90)				(7,380.90)
	Ck#25583-25639		(826,168.20)				(826,168.20)
	TRF#1412 - AP & PR	(1,001,700.78)	1,001,700.78				0.00
03/18/2016	Deposit	14,299.82					14,299.82
	Deposit - Starbucks Calimesa	24,262.00					24,262.00
	Deposit - Muni Rebates	17,803.80					17,803.80
	Deposit - M/C	1,232.69					1,232.69
	Credit Card-3/17	608.31					608.31
	Credit Card-3/18	3,147.39					3,147.39
	Electronic	13,646.12					13,646.12
	Website-3/18	2,441.65					2,441.65
	Website-3/19	112.45					112.45
	Website-3/19	2,016.18					2,016.18
	Website-3/20	2,057.26					2,057.26
	Website-3/21	530.64					530.64
03/21/2016	Deposit	48,577.89					48,577.89
	Credit Card-3/18	903.59					903.59
	Credit Card-3/21	2,531.74					2,531.74
	Electronic	11,602.33					11,602.33
	Website-3/21	1,980.19					1,980.19
	Website-3/22	206.49					206.49
	Website-3/22	306.84					306.84
03/22/2016	Deposit	7,502.05					7,502.05
	Credit Card-3/21	510.86					510.86
	Credit Card-3/22	2,379.12					2,379.12
	Electronic	17,190.89					17,190.89
	Website-3/22	2,108.03					2,108.03
	Website-3/23	176.87					176.87
	Website-3/23	747.65					747.65
	ACH pmts	40,233.93					40,233.93
	Ck#25640-25716		(422,534.57)				(422,534.57)
	TRF#1413 - AP	(422,534.57)	422,534.57				0.00
03/23/2016	Deposit	29,376.24					29,376.24
	Credit Card-3/22	1,074.66					1,074.66
	Credit Card-3/23	4,972.34					4,972.34
	Electronic	10,733.07					10,733.07

Financial Account Information - March 2016

DATE	DESCRIPTION	Deposit Checking	General Checking	Investment Checking	Treasuries at cost	LAIF Invest. Fund	TOTAL ACTIVITY
02/29/2016	bal forward	451,025.24	30,000.00	24,782.97	501,504.84	17,313,426.79	18,320,739.84
3/23	Website-3/23	2,987.40					2,987.40
	Website-3/24	385.09					385.09
03/24/2016	Deposit	12,084.78					12,084.78
	Credit Card-3/23	1,130.07					1,130.07
	Credit Card-3/24	2,459.78					2,459.78
	Electronic	6,977.14					6,977.14
	Website-3/24	2,952.10					2,952.10
	Website-3/25	541.97					541.97
03/25/2016	Deposit	24,500.77					24,500.77
	Credit Card-3/24	790.32					790.32
	Credit Card-3/25	1,966.42					1,966.42
	Electronic	12,264.96					12,264.96
	Website-3/25	2,219.21					2,219.21
	Website-3/26	59.83					59.83
	Website-3/26	1,621.53					1,621.53
	Website-3/27	940.61					940.61
	Website-3/28	80.00					80.00
	Website-3/28	567.54					567.54
	ACH pmts	68,797.34					68,797.34
03/28/2016	Deposit	75,096.68					75,096.68
	Credit Card-3/25	547.28					547.28
	Credit Card-3/28	3,939.07					3,939.07
	Electronic	12,395.08					12,395.08
	Website-3/28	2,423.98					2,423.98
	Website-3/29	231.58					231.58
03/29/2016	Deposit	7,680.67					7,680.67
	Deposit - Riv Tax Ck	477.34					477.34
	Deposit - M/C	8,650.37					8,650.37
	Credit Card-3/28	568.86					568.86
	Credit Card-3/29	1,789.39					1,789.39
	Electronic	16,317.02					16,317.02
	Website-3/29	1,914.69					1,914.69
	Website-3/30	27.59					27.59
	Website-3/30	662.29					662.29
	Ck#25717-25746		(252,352.57)				(252,352.57)
	TRF#1414-AP	(252,352.57)	252,352.57				0.00
03/30/2016	Deposit	31,566.80					31,566.80
	Credit Card-3/29	522.78					522.78
	Credit Card-3/30	4,893.82					4,893.82
	Electronic	6,283.05					6,283.05
	Website-3/30	2,082.41					2,082.41
	Website-3/31	883.43					883.43
03/31/2016	Deposit	17,508.87					17,508.87
	Credit Card-3/30	1,071.15					1,071.15
	Credit Card-3/31	1,970.17					1,970.17
	Electronic	7,488.17					7,488.17
	Website-3/31	2,170.09					2,170.09
	Website-4/1	571.87					571.87
	March '15 NSF's	(600.87)					(600.87)
3/31	retained in MM				2,019.54		2,019.54
TOTALS		569,268.62	30,000.00	24,782.97	501,504.86	16,813,426.79	17,938,983.24

Investment Summary - March 2016

U.S. TREASURIES						
Quantity	Description	Cusip	Maturity Date	Yield	Cost of Purchase	Market Value
500,000	US Treasury Bill	912796HT9	June 2, 2016	0.020%	499,485.32	499,865.00
500,000			Total Values		499,485.32	499,865.00

Money Market Account Activity-Beginning Balance	2,019.52
3/31/16 - Dividend/Interest	0.02
Income	0.02
Intra-Bank Transfers to/from Investment Checking	0.00
Fund Transfers	0.00
Cusip Maturity	0.00
Redemptions	0.00
Cusip Purchase	0.00
Purchases	0.00
 Ending Balance - Money Market	 2,019.54
 US Treasury Securities Investment Principal	 499,485.32
 Total Assets	 501,504.86

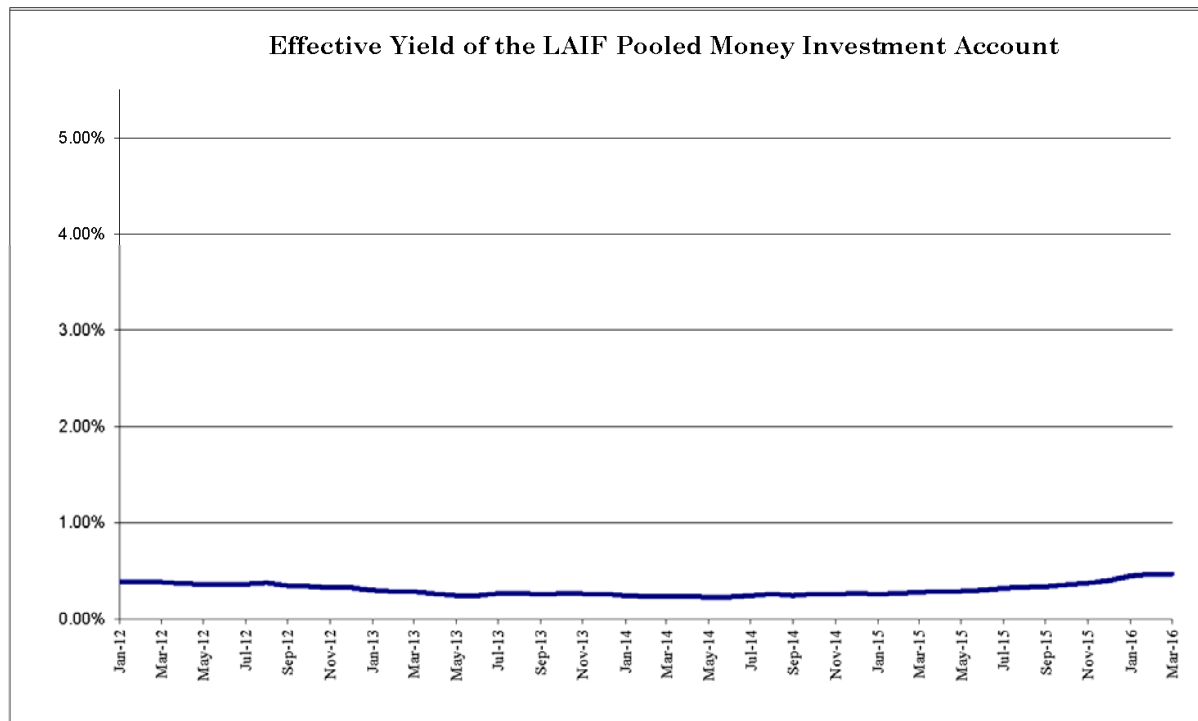
Investment Summary - March 2016

LOCAL AGENCY INVESTMENT FUND

PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2015	(\$525,000.00)	\$0.00	\$12,375.46	\$19,103,970.94
August 31, 2015	(\$3,000,000.00)	\$0.00	\$0.00	\$16,103,970.94
September 30, 2015	\$0.00	\$0.00	\$0.00	\$16,103,970.94
October 31, 2015	\$0.00	\$0.00	\$14,537.81	\$16,118,508.75
November 30, 2015	\$0.00	\$0.00	\$0.00	\$16,118,508.75
December 31, 2015	\$0.00	\$0.00	\$0.00	\$16,118,508.75
January 31, 2016	\$0.00	\$1,180,000.00	\$14,918.04	\$17,313,426.79
February 28, 2016	\$0.00	\$0.00	\$0.00	\$17,313,426.79
March 31, 2016	(\$500,000.00)	\$0.00	\$0.00	\$16,813,426.79
April 30, 2016	\$0.00	\$0.00	\$0.00	\$16,813,426.79
May 31, 2016	\$0.00	\$0.00	\$0.00	\$16,813,426.79
June 30, 2016	\$0.00	\$0.00	\$0.00	\$16,813,426.79

L.A.I.F. INCOME SUMMARY

<u>INCOME RECEIVED</u>	<u>CURRENT QUARTER</u>	<u>FY YEAR-TO-DATE</u>
\$14,918.04	\$14,918.04	\$41,831.31



Daily Deposit Allocation - March 2016

DATE	Description	Qty	DEPOSIT CHECKING DEPOSITS	AR Mail & Counter	AR Payment Centers	AR Credit Card	AR Electronic Rapid Pay	AR Web Site	AR ACH Auto Pay	AR TOTAL	AR Water Fees & Deposits	Water Allocation	Sewer Allocation	Recycled Allocation	RECAP TOTAL
03/01/2016	Mail & Counter	118	7,313.45	7,313.45						7,313.45					7,313.45
	Credit Cards	32	3,313.20			3,313.20				3,313.20					3,313.20
	Electronic	309	20,665.00				20,665.00			20,665.00					20,665.00
	Website - 1/14/16	1	90.85	90.85						90.85					90.85
	Website - 75 fees	82	7,313.36					7,182.11		7,182.11	131.25				7,313.36
03/02/2016	Mail & Counter	316	46,345.38	46,345.38						46,345.38					46,345.38
	Credit Cards	64	7,706.12			7,706.12				7,706.12					7,706.12
	Electronic	281	19,808.65				19,808.65			19,808.65					19,808.65
	Website - 40 fees	41	3,226.36					3,226.36		3,226.36	70.00				3,296.36
03/03/2016	Mail & Counter	357	52,505.82	52,505.82						52,505.82					52,505.82
	Credit Cards	35	4,188.02			4,188.02				4,188.02					4,188.02
	Electronic	204	13,945.60				13,945.60			13,945.60					13,945.60
	Website - 46 fees	47	4,070.74					3,990.24		3,990.24	80.50				4,070.74
	ACH payment	504	47,251.43						47,251.43	47,251.43					47,251.43
03/04/2016	Mail & Counter	329	40,857.44	39,357.44						39,357.44	1,500.00				40,857.44
	Deposit - M/C	-	13,688.36							0.00	13,688.36				13,688.36
	Deposit - M/C	-	10,067.00							0.00		10,067.00			10,067.00
	Credit Cards	25	3,327.45			3,327.45				3,327.45					3,327.45
	Electronic	245	15,677.85				15,677.85			15,677.85					15,677.85
	Website	79	6,867.85					6,729.60		6,729.60	138.25				6,867.85
dup.pmt	Website	1	61.58	61.58						61.58					61.58
03/07/2016	Mail & Counter	646	81,427.84	81,427.84						81,427.84					81,427.84
	Credit Cards	51	4,895.53			4,895.53				4,895.53					4,895.53
	Electronic	204	14,698.90				14,698.90			14,698.90					14,698.90
	Website	43	3,712.25					3,637.00		3,637.00	75.25				3,712.25
03/08/2016	Mail & Counter	97	8,390.57	8,390.57						8,390.57					8,390.57
	Deposit - DR Horton	-	564,108.00							0.00	324,845.00		194,420.00	44,843.00	564,108.00
	Credit Cards	24	2,588.30			2,588.30				2,588.30					2,588.30
	Electronic	283	20,241.67				20,241.67			20,241.67					20,241.67
	Website-37 fees	39	4,485.03					4,430.28		4,430.28	64.75				4,485.03
03/09/2016	Mail & Counter	281	37,439.16	37,439.16						37,439.16					37,439.16
	Credit Cards	53	6,414.33			6,414.33				6,414.33					6,414.33
	Electronic	113	7,610.94				7,610.94			7,610.94					7,610.94
	Website-42 fees	44	3,917.45					3,843.95		3,843.95	73.50				3,917.45
03/10/2016	Mail & Counter	155	20,308.04	20,308.04						20,308.04					20,308.04
	Deposit - M/C	-	21,742.60							0.00		17,583.60	4,159.00		21,742.60
	Credit Cards	20	2,622.45			2,622.45				2,622.45					2,622.45
	Electronic	106	7,580.70				7,580.70			7,580.70					7,580.70
	Website	38	3,613.99					3,547.49		3,547.49	66.50				3,613.99
	ACH payment	570	44,335.31					44,335.31		44,335.31					44,335.31
03/11/2016	Mail & Counter	154	39,425.02	39,425.02						39,425.02					39,425.02
	Credit Cards	29	2,418.50			2,418.50				2,418.50					2,418.50
	Electronic	133	12,018.70				12,018.70			12,018.70					12,018.70
	Website	75	8,255.92					8,124.67		8,124.67	131.25				8,255.92
03/14/2016	SB Property Tax	-	-							0.00		(4,448.59)			0.00
	Mail & Counter	373	52,918.30	52,918.30						52,918.30					52,918.30
	Credit Cards	33	3,315.16			3,315.16				3,315.16					3,315.16
	Electronic	144	10,210.20				10,210.20			10,210.20					10,210.20
	Website - 31 fees	34	10,926.34					10,872.09		10,872.09	54.25				10,926.34

Daily Deposit Allocation - March 2016

DATE	Description	Qty	DEPOSIT CHECKING DEPOSITS	AR Mail & Counter	AR Payment Centers	AR Credit Card	AR Electronic Rapid Pay	AR Web Site	AR ACH Auto Pay	AR TOTAL	AR Water Fees & Deposits	Water Allocation	Sewer Allocation	Recycled Allocation	RECAP TOTAL
03/15/2016	Mail & Counter	97	8,163.52	8,163.52						8,163.52					8,163.52
	Credit Cards	30	4,367.05			4,367.05				4,367.05					4,367.05
	Electronic	242	18,385.73				18,385.73			18,385.73					18,385.73
	Website	33	2,555.55					2,497.80		2,497.80					2,555.55
	ACH payment	647	58,173.83						58,173.83	58,173.83					58,173.83
03/16/2016	Mail & Counter	308	45,657.87	45,657.87						45,657.87					45,657.87
	Credit Cards	21	2,050.42			2,050.42				2,050.42					2,050.42
	Electronic	149	10,688.52				10,688.52			10,688.52					10,688.52
	Website	37	4,412.42					4,331.92		4,331.92	80.50				4,412.42
03/17/2016	Mail & Counter	206	21,081.13	21,081.13						21,081.13					21,081.13
	Credit Cards	26	2,638.18			2,638.18				2,638.18					2,638.18
	Electronic	150	10,795.78				10,795.78			10,795.78					10,795.78
	Website	26	2,006.53					1,961.03		1,961.03	45.50				2,006.53
03/18/2016	Mail & Counter	167	14,299.82	14,299.82						14,299.82					14,299.82
	Deposit - Starbucks Call	-	24,262.00							0.00		16,041.00	8,221.00		24,262.00
	Deposit - Muni Rebates	-	17,803.80							0.00		17,803.80			17,803.80
	Deposit - M/C	-	1,232.69							0.00		1,003.90		228.79	1,232.69
	Credit Cards	27	3,755.70			3,755.70				3,755.70					3,755.70
	Electronic	208	13,646.12				13,646.12			13,646.12					13,646.12
	Website	87	7,158.18					7,005.93		7,005.93	152.25				7,158.18
03/21/2016	Mail & Counter	442	48,577.89	48,577.89						48,577.89					48,577.89
	Credit Cards	40	3,435.33			3,435.33				3,435.33					3,435.33
	Electronic	161	11,602.33				11,602.33			11,602.33					11,602.33
	Website	30	2,483.52					2,441.02		2,441.02	52.50				2,483.52
03/22/2016	Mail & Counter	99	7,502.05	7,502.05						7,502.05					7,502.05
	Credit Cards	36	2,889.98			2,889.98				2,889.98					2,889.98
	Electronic	230	17,190.89				17,190.88			17,190.88					17,190.89
	Website	34	3,032.95					2,973.05		2,973.05	59.50				3,032.95
	ACH payment	528	40,233.93						40,233.93	40,233.93					40,233.93
03/23/2016	Mail & Counter	263	29,376.24	29,376.24						29,376.24					29,376.24
	Credit Cards	56	6,047.00			6,047.00				6,047.00					6,047.00
	Electronic	123	10,733.07				10,733.07			10,733.07					10,733.07
	Website	29	3,372.49					3,321.74		3,321.74	60.75				3,372.49
03/24/2016	Mail & Counter	157	12,084.78	12,084.78						12,084.78					12,084.78
	Credit Cards	29	3,589.85			3,589.85				3,589.85					3,589.85
	Electronic	100	6,977.14				6,977.14			6,977.14					6,977.14
	Website - 27 fees	28	3,494.07					3,446.82		3,446.82	47.25				3,494.07
03/25/2016	Mail & Counter	144	24,500.77	24,500.77						24,500.77					24,500.77
	Credit Cards	29	2,756.74			2,756.74				2,756.74					2,756.74
	Electronic	166	12,264.96				12,264.96			12,264.96					12,264.96
	Website	67	5,488.72					5,371.47		5,371.47	117.25				5,488.72
	ACH payment	612	68,797.34						68,797.34	68,797.34					68,797.34
03/28/2016	Mail & Counter	355	75,096.68	74,620.37						74,620.37		476.31			75,096.68
	Credit Cards	44	4,486.35			4,486.35				4,486.35					4,486.35
	Electronic	163	12,395.08				12,395.08			12,395.08					12,395.08
	Website	31	2,655.56					2,601.31		2,601.31	54.25				2,655.56
03/29/2016	Mail & Counter	105	7,680.67	7,680.67						7,680.67					7,680.67
	Deposit - Riv Tax Ck	-	477.34							0.00				477.34	477.34
	Deposit - M/C	-	8,650.37							0.00				8,650.37	8,650.37
	Credit Cards	28	2,358.25			2,358.25				2,358.25					2,358.25
	Electronic	200	16,317.02				16,317.02			16,317.02					16,317.02
	Website - 30 fees	32	2,604.57					2,562.07		2,562.07	52.50				2,604.57

Daily Deposit Allocation - March 2016

DATE	Description	Qty	DEPOSIT CHECKING DEPOSITS	AR Mail & Counter	AR Payment Centers	AR Credit Card	AR Electronic Rapid Pay	AR Web Site	AR ACH Auto Pay	AR TOTAL	AR Water Fees & Deposits	Water Allocation	Sewer Allocation	Recycled Allocation	RECAP TOTAL
03/30/2016	Mail & Counter	247	31,566.80	31,566.80						31,566.80					31,566.80
	Credit Cards	41	5,416.60			5,416.60				5,416.60					5,416.60
	Electronic	92	6,283.05				6,283.05			6,283.05					6,283.05
	Website	35	2,965.84					2,904.59		2,904.59	61.25				2,965.84
03/31/2016	Mail & Counter	167	17,508.87	17,508.87						17,508.87					17,508.87
	Credit Cards	28	3,041.32			3,041.32				3,041.32					3,041.32
	Electronic	102	7,488.17				7,488.17			7,488.17					7,488.17
	Website	33	2,741.96					2,684.21		2,684.21	57.75				2,741.96
Mar-16	Utility Pmt Cntr-254			(17,300.11)	17,300.11					0.00					0.00
	March '16 NSF's			(600.87)						(600.87)					(600.87)
SB tax-each	\$46,063.99 (3/11)									0.00					0.00
	TOTALS	14,359	2,136,702.82	714,751.84	17,300.11	87,621.83	297,226.07	99,676.75	258,791.84	1,475,368.44	3,274.50	396,146.09	206,800.00	55,113.79	2,136,702.82

TOTAL # AR PAYMENTS 14,359
 PERCENT OF TOTAL RECEIVED 100%

FY 2016 - Water Revenue

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
02-40010	Sales - Water	6,165,000	1,109,101	1,221,596	205,429	196,497	299,211	3,031,835	49.18%
02-40011	Sales - Construction Water	20,000	2,524	2,898	370	9	332	6,133	30.67%
02-40012	Sales - Imported Water (SGPWA)	250,000	55,743	42,198	7,645	7,645	11,036	124,267	49.71%
02-40013	Sales - Imported Water (MUNI)	850,000	138,543	173,669	30,695	28,948	43,568	415,424	48.87%
02-40014	Sales Disc.-Multi Units Usage Chrg.	(130,000)	(22,065)	(27,748)	(6,846)	(6,673)	(8,775)	(72,107)	55.47%
02-40015	Water Wholesale Revenue	70,000	13,653	13,068	101,521	0	10,345	138,586	197.98%
02-40016	Service Establishment Fee	3,000	1,475	1,025	25	425	625	3,575	119.17%
02-41000	Service Demand Charges	3,000,000	564,332	767,214	256,287	256,307	256,593	2,100,734	70.02%
02-41001	Fire Service Standby Fees	25,000	5,186	7,904	3,155	3,001	3,251	22,497	89.99%
02-41003	Construction Service Charge	14,000	2,433	3,712	1,090	902	1,260	9,398	67.13%
02-41005	Sales Disc.-Multi Units Service Chrg.	(120,000)	(25,302)	(34,129)	(11,376)	(11,376)	(11,376)	(93,561)	77.97%
02-41010	Unauthorized Use of Water Charge	2,000	0	0	0	0	0	0	0.00%
02-41110	Meter/Lateral installation	35,000	21,050	14,250	0	6,375	8,625	50,300	143.71%
02-41112	Fire Flow Test Fees	3,500	900	1,200	450	225	0	2,775	79.29%
02-41113	Disconnect/Reconnect Fees	130,000	31,365	30,150	11,515	7,915	10,890	91,835	70.64%
02-41121	Penalty - Late Charges	150,000	32,104	31,201	10,577	8,600	5,769	88,251	58.83%
02-42123	Management & Accounting Fees	160,000	39,994	40,002	13,334	13,334	13,334	119,998	75.00%
02-41124	Bad Debt	(20,000)	0	0	0	0	0	0	0.00%
02-43010	Interest Earned	15,000	4,066	8,697	6,588	0	0	19,352	129.01%
02-43110	Property Tax - Unsecured	110,000	6,630	92,686	(2,060)	89	257	97,602	88.73%
02-43120	Property Tax - Secured	2,400,000	0	1,152,334	98,121	62,276	36,851	1,349,582	56.23%
02-43130	Tax Collection - Prior	15,000	0	4,973	3,717	553	4,336	13,578	90.52%
02-43140	Other Taxes	185,000	(17)	13,789	71,072	199	650	85,693	46.32%
02-49150	Revenue - Misc. Non-Operating	80,000	19,002	19,035	22,422	3,297	9,003	72,758	90.95%
	WATER OPERATING REVENUE	13,412,500	2,000,718	3,579,721	823,732	578,548	695,784	7,678,503	57.25%
	Grants	0	0	41,089	0	0	0	41,089	
02-89901	Facility Capacity Charges	0	657,307	653,843	0	229,126	296,516	1,836,792	
02-89902	Sustainability	0	75,517	104,435	881	14,970	46,304	242,107	
	TOTAL WATER REVENUE	13,412,500	2,733,543	4,379,088	824,613	822,644	1,038,603	9,798,491	

FY 2016 - Sewer Revenue

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
03-40016	Sales - Establish Service Fee	500	0	0	25	0	0	25	5.00%
03-41000	Sales - Sewer Charges	11,675,000	2,170,394	2,843,289	938,575	932,687	945,907	7,830,852	67.07%
03-41005	Sales Disc-Multi Units Service Chrg.	(200,000)	(42,030)	(54,733)	(18,239)	(18,221)	(18,253)	(151,475)	75.74%
03-41110	Meter/Lateral Installation	1,000	0	0	950	0	0	950	95.00%
03-41121	Penalty - Late Charges	150,000	30,703	31,228	11,102	12,369	8,345	93,747	62.50%
03-41124	Bad Debt	(20,000)	0	0	0	0	0	0	0.00%
03-42122	Revenue - Other Operating	2,000	465	180	360	180	180	1,365	68.25%
03-43010	Interest Earned	15,000	4,062	8,696	6,713	0	0	19,471	129.81%
03-43110	Property Tax - Unsecured	10,000	0	10,000	0	0	0	10,000	100.00%
03-43120	Property Tax - Secured	125,000	0	125,000	0	0	0	125,000	100.00%
03-43130	Tax Collection - Prior	10,000	0	10,000	0	0	0	10,000	100.00%
03-43140	Other Taxes	1,500	0	1,500	0	0	0	1,500	100.00%
03-49150	Misc. Non-Oper Revenue	50,000	1,875	0	0	0	0	1,875	3.75%
	SEWER OPERATING REVENUE	11,820,000	2,165,469	2,975,160	939,487	927,015	936,178	7,943,310	67.20%
	Grants	0	0	0	0	0	0	0	
03-89901	Facility Capacity Charges	0	480,333	482,441	3,979	139,757	176,620	1,283,130	
03-89903	Contrib Capital-Front Footage Fees	0	0	0	12,841	0	0	12,841	
03-89905	Contrib Capital-Infrastructure	0	0	34,500	0	0	30,000	64,500	
	TOTAL SEWER REVENUE	11,820,000	2,645,802	3,492,101	956,307	1,066,772	1,142,798	9,303,781	

FY 2016 - Recycled Revenue

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
04-40010	Sales - Recycled Water	450,000	108,101	92,169	4,477	5,545	20,295	230,587	51.24%
04-40011	Sales - Construction Water	10,000	1,270	1,660	373	26	395	3,722	37.22%
04-41000	Sales - Service Demand Chrg.	42,500	7,403	9,557	3,231	3,249	3,496	26,936	63.38%
04-41003	Const. Water Minimum Chrg.	5,000	428	656	214	193	221	1,711	34.22%
04-41110	Meter/Lateral installation	1,500	0	325	0	0	750	1,075	71.67%
04-41121	Penalty - Late Charges	500	254	91	8	13	6	371	74.24%
04-41122	Revenue - Other Operating	250	0	0	0	0	0	0	0.00%
04-43010	Interest Earned	8,000	0	1,460	1,492	0	0	2,952	36.90%
04-43110	Property Tax - Unsecured	1,000	0	1,000	0	0	0	1,000	100.00%
04-43120	Property Tax - Secured	15,000	0	15,000	0	0	0	15,000	100.00%
04-43130	Property Tax - Prior	1,000	0	1,000	0	0	0	1,000	100.00%
04-43140	Property Tax - Other	1,000	0	1,000	0	0	0	1,000	100.00%
04-49150	Misc. Non-Operating Revenue	1,500	0	0	0	0	0	0	0.00%
	RECYCLED OPERATING REVENUE	537,250	117,454	123,917	9,794	9,026	25,163	285,354	53.11%
	Grants	0	0	0				0	
04-89901	Facility Capacity Charges	0	5,800	16,434	9,667	0	54,135	86,036	
	TOTAL RECYCLED REVENUE	537,250	123,254	140,351	19,461	9,026	79,298	371,390	

FY 2016 - Water Expenses

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
02-5-01-50010	Labor-Water Resources	884,000	172,040	220,087	63,221	61,226	60,815	577,389	65.32%
02-5-01-50011	Labor Credit	0	0	0	0	0	0	0	
02-5-01-50013	Benefits-Fica	63,000	14,123	17,906	5,234	5,080	5,030	47,373	75.19%
02-5-01-50014	Benefits-Life Insurance	3,200	845	841	297	287	287	2,556	79.88%
02-5-01-50016	Benefits-Health\Defrid Comp	145,000	43,006	44,264	14,533	14,533	14,533	130,868	90.25%
02-5-01-50017	Benefits-Disability Insurance	11,000	2,521	2,789	899	880	874	7,963	72.39%
02-5-01-50019	Benefits-Workers Compensation	42,000	7,989	8,950	4,013	9,659	0	30,611	72.88%
02-5-01-50021	Benefits-PERS	47,000	10,205	13,447	3,831	3,831	3,784	35,099	74.68%
02-5-01-50022	Benefits-PERS-Employer	100,000	10,954	14,317	4,091	4,091	4,042	37,495	37.49%
02-5-01-50023	Benefits-Uniforms	3,500	765	2,343	231	215	514	4,068	116.23%
02-5-01-50024	Benefits-Vacation & Sick Pay	7,500	1,577	1,945	821	821	595	5,758	76.78%
02-5-01-50025	Benefits-Boot Allowance	2,000	594	200	0	194	200	1,188	59.42%
02-5-01-51003	R&M - Structures	275,000	26,103	76,854	7,357	3,271	46,861	160,447	58.34%
02-5-01-51011	R&M - CLA Valves	10,000	0	1,885	205	1,869	0	3,960	39.60%
02-5-01-51140	General Supplies & Expenses	2,000	234	221	0	0	516	971	48.56%
02-5-01-51210	Utilities - Power Purchases	1,650,000	425,299	244,007	105,479	66,085	81,487	922,357	55.90%
02-5-01-51211	Utilities - Electricity & Fuel	5,000	1,199	1,332	504	408	378	3,820	76.41%
02-5-01-51316	Imported Water Purchases	1,100,000	261,701	267,090	1,786	0	74,000	604,578	54.96%
02-5-01-54019	Licenses & Permits	25,000	3,133	2,808	708	0	1,300	7,949	31.79%
02-5-01-54110	Laboratory Services	75,000	7,873	33,062	4,999	4,192	1,170	51,295	68.39%
02-5-01-57040	YVRWFF Operating Expense	600,000	166,177	172,600	31,665	105,924	81,608	557,973	93.00%
	WATER RESOURCE TOTALS	5,050,200	1,156,338	1,126,947	249,874	282,564	377,992	3,193,716	63.24%
02-5-03-50010	Labor-Public Works	1,042,800	141,364	243,045	78,510	80,049	75,990	618,957	59.36%
02-5-03-50011	Labor Credit	0	(1,076)	(8,808)	0	(811)	(1,819)	(12,513)	
02-5-03-50013	Benefits-Fica	92,000	11,609	19,771	6,528	6,642	6,328	50,878	55.30%
02-5-03-50014	Benefits-Life Insurance	7,000	1,117	1,169	867	596	596	4,346	62.08%
02-5-03-50016	Benefits-Health\Defrid Comp	300,000	60,987	76,514	35,279	27,116	33,854	233,749	77.92%
02-5-03-50017	Benefits-Disability Insurance	16,500	2,427	3,225	1,516	1,294	1,258	9,720	58.91%
02-5-03-50019	Benefits-Workers Compensation	45,000	7,989	8,950	4,013	9,659	9,600	40,211	89.36%
02-5-03-50021	Benefits-PERS	73,000	10,109	11,230	3,371	3,281	3,193	31,183	42.72%
02-5-03-50022	Benefits-PERS Employer	160,000	10,344	16,476	5,341	5,243	5,224	42,628	26.64%
02-5-03-50023	Benefits-Uniforms	6,000	808	5,008	441	397	828	7,482	124.70%
02-5-03-50024	Benefits-Vacation & Sick Pay	4,000	729	1,260	243	243	243	2,719	67.97%
02-5-03-50025	Benefits-Boot Allowance	3,500	330	3,014	175	0	0	3,519	100.54%
02-5-03-51001	R & M - Vehicles & Equipment	150,000	59,574	27,747	16,440	44,482	12,734	160,977	107.32%
02-5-03-51011	R&M - Valves	10,000	0	0	1,319	901	402	2,622	26.22%
02-5-03-51020	R&M - Pipelines	275,000	51,027	54,906	20,996	59,165	22,419	208,515	75.82%
02-5-03-51021	R&M - Service Lines	100,000	20,528	18,972	12,323	8,297	4,024	64,143	64.14%
02-5-03-51022	R&M - Fire Hydrants	25,000	1,294	4,969	7,686	12,797	5,183	31,929	127.71%
02-5-03-51030	R&M - Water Meters	75,000	25,996	31,106	3,397	12,258	7,503	80,260	107.01%
02-5-03-51092	Equipment Credits	0	(417)	(5,929)	0	(991)	(564)	(7,899)	
02-5-03-51140	General Supplies & Expenses	1,000	115	490	0	53	43	702	70.18%
	PUBLIC WORKS TOTALS	2,385,800	404,855	513,116	198,446	270,670	187,041	1,574,127	65.98%

FY 2016 - Water Expenses

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
02-5-06-50010	Labor-Administration	705,000	131,473	160,578	47,076	47,066	47,435	433,628	61.51%
02-5-06-50011	Labor Credit	0	2,252	2,925	0	0	0	5,177	
02-5-06-50012	Director Fees	19,000	3,216	4,379	871	1,900	2,463	12,829	67.52%
02-5-06-50013	Benefits-Fica	47,500	10,307	11,835	4,246	4,295	4,366	34,850	73.37%
02-5-06-50014	Benefits-Life Insurance	3,200	662	690	232	225	225	2,033	63.54%
02-5-06-50016	Benefits-HealthDefrd Comp	165,000	37,111	42,287	13,571	13,428	13,725	120,122	72.80%
02-5-06-50017	Benefits-Disability Insurance	7,500	1,626	1,397	647	638	641	4,949	65.98%
02-5-06-50019	Benefits-Workers Compensation	15,750	2,000	2,781	1,000	3,000	2,000	10,781	68.45%
02-5-06-50021	Benefits-PERS	40,286	8,944	11,681	3,337	3,337	3,303	30,602	75.96%
02-5-06-50022	Benefits PERS Employer	85,000	9,152	11,952	3,415	3,415	3,410	31,344	36.88%
02-5-06-50023	Uniforms	2,000	293	604	93	87	514	1,591	79.56%
02-5-06-50024	Benefits-Vacation & Sick Pay	10,000	3,009	3,365	1,090	715	715	8,893	88.93%
02-5-06-50025	Benefits-Boots	1,000	0	0	0	179	0	179	17.86%
02-5-06-51003	R&M - Structures	20,000	1,068	18,961	13,062	6,698	1,265	41,054	205.27%
02-5-06-51091	Expense Credits (overhead)	0	(236)	(3,672)	0	(606)	(843)	(5,359)	
02-5-06-51120	Safety Equipment/Supplies	25,000	6,668	5,418	2,472	854	2,525	17,938	71.75%
02-5-06-51125	Petroleum Products	125,000	23,609	19,638	5,166	2,037	5,101	55,550	44.44%
02-5-06-51130	Office Supplies & Expenses	30,000	7,581	6,840	1,775	1,912	4,670	22,777	75.92%
02-5-06-51140	General Supplies & Expenses	30,000	2,241	12,104	5,927	1,591	825	22,888	75.63%
02-5-06-51199	Disaster Incidences	0	0	0	0	0	0	0	
02-5-06-51211	Utilities - Electricity	28,000	9,190	6,562	1,889	1,669	1,760	21,070	75.25%
02-5-06-51213	Utilities - Natural Gas	3,000	83	630	455	282	0	1,450	48.34%
02-5-06-54002	Dues & Subscriptions	10,000	1,346	10,249	3,330	492	953	16,369	163.69%
02-5-06-54005	Computer Expenses	65,000	16,704	31,032	1,439	12,958	11,389	73,522	113.11%
02-5-06-54010	Postage	6,000	1,769	1,554	161	1,553	35	5,071	84.52%
02-5-06-54011	Printing & Publications	7,500	446	0	0	449	0	895	11.94%
02-5-06-54012	Education & Training	15,000	1,754	587	2,530	441	277	5,590	37.27%
02-5-06-54013	Utility Billing Expenses	130,000	35,943	34,268	13,509	12,083	5,304	101,106	56.17%
02-5-06-54014	Public Relations	9,000	467	1,090	249	0	0	1,807	20.07%
02-5-06-54016	Travel Related Expenses	10,000	411	583	494	567	31	2,106	21.06%
02-5-06-54017	Certifications & Renewals	6,000	730	2,207	470	595	175	4,177	69.61%
02-5-06-54020	Meeting Related Expenses	6,000	667	1,736	435	188	154	3,181	53.01%
02-5-06-54024	Utilities - Waste Disposal	2,750	530	594	177	322	209	1,832	66.61%
02-5-06-54025	Utilities - Telephone	42,000	10,117	10,261	3,406	3,462	2,403	29,649	70.59%
02-5-06-54099	Conservation & Rebates	0	32,162	87,981	177,346	90,561	(12,886)	375,163	
02-5-06-54104	Contractual Services	65,000	27,284	31,292	12,749	6,872	4,771	82,967	127.64%
02-5-06-54107	Legal	45,000	8,523	7,650	1,575	3,542	3,000	24,290	53.98%
02-5-06-54108	Audit & Accounting	16,000	8,775	1,710	0	0	0	10,485	65.53%
02-5-06-54109	Professional Fees	150,000	38,660	27,584	7,161	18,660	3,572	95,625	63.75%
02-5-06-55500	Depreciation Reserves	200,000	49,997	50,001	16,667	16,667	16,667	149,999	75.00%
02-5-06-56001	Infrastructure Replacement	1,265,000	315,249	316,248	105,416	105,416	105,416	948,745	75.00%
02-5-06-57030	Insurance	105,000	24,981	24,984	8,328	8,328	8,328	74,949	71.38%
02-5-06-57090	Regulatory Compliance	55,000	2,561	1,073	700	600	1,133	6,067	11.03%
02-5-06-57096	Regulatory Related Expenses	0	0	0	0	0	0	0	
02-5-06-57099	Beaumont Basin Watermaster	60,000	0	25,451	0	20,170	(14)	45,607	76.01%
02-5-06-57199	Suspense	0	0	(12,755)	12,755	0	0	0	
	ADMINISTRATION TOTALS	3,682,486	840,324	976,132	475,220	396,657	245,016	2,933,348	79.66%

FY 2016 - Water Expenses

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
02-5-40-57201	Debt Srv-Series 2015A Princ.(25009)	980,000	980,000	0	0	0	0	980,000	100.00%
02-5-40-57402	Interest-Long-Term Debt Bonds	1,314,014	673,457	0	0	640,556	0	1,314,014	100.00%
	40 - Debt	2,294,014	1,653,457	0	0	640,556	0	2,294,014	100.00%
02-5-40-57001	Asset Acq. - Water Resources	0	0	0	0	0	0	0	--
02-5-40-57003	Asset Acq. - Public works	0	0	0	0	0	0	0	--
02-5-40-57006	Asset Acq. - Admin (fuel master)	0	0	0	24,945	0	0	24,945	--
	40 - Capital Outlay	0	0	0	24,945	0	0	24,945	--
			4,054,974	2,616,195				10,020,150	
	TOTAL WATER EXPENSES	13,412,500	4,054,974	2,616,195	948,486	1,590,446	810,049	10,020,150	74.71%

FY 2016 - Sewer Expenses

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
03-5-02-50010	Labor-S Treatment	985,300	158,574	218,569	66,092	60,831	61,621	565,687	57.41%
03-5-02-50013	Benefits-Fica	75,000	12,943	17,857	5,394	4,988	5,049	46,231	61.64%
03-5-02-50014	Benefits-Life Insurance	5,000	942	920	313	310	310	2,796	55.93%
03-5-02-50016	Benefits-HealthDefrld Comp	200,000	47,536	41,887	15,010	15,010	15,010	134,452	67.23%
03-5-02-50017	Benefits-Disability Insurance	15,000	2,472	2,784	949	887	904	8,007	53.38%
03-5-02-50019	Benefits-Workers Compensation	45,000	7,989	8,950	4,013	9,988	4,000	34,940	77.64%
03-5-02-50021	Benefits-PERS	60,000	10,655	13,810	3,935	3,749	3,857	36,006	60.01%
03-5-02-50022	Benefits-PERS Employer	130,000	11,483	14,689	4,197	4,197	4,117	38,681	29.75%
03-5-02-50023	Benefits-Uniforms	4,500	968	2,431	261	226	389	4,276	95.03%
03-5-02-50024	Benefits-Vacation & Sick Pay	5,000	897	1,129	323	323	323	2,994	59.88%
03-5-02-50025	Benefits-Boot Allowance	2,400	714	724	0	0	0	1,437	59.89%
03-5-02-51003	R&M - Structures	225,000	137,313	142,410	32,097	2,071	9,189	323,081	143.59%
03-5-02-51010	R&M - Automation Control	65,000	3,298	10,929	5,320	9,115	7,665	36,326	55.89%
03-5-02-51106	Chemicals	490,000	81,393	75,581	34,905	19,966	13,927	225,771	46.08%
03-5-02-51111	Propane	5,000	2,357	20,067	0	2,020	0	24,443	488.87%
03-5-02-51115	Laboratory Supplies	30,000	8,856	5,452	2,051	915	1,859	19,133	63.78%
03-5-02-51140	General Supplies & Expenses	1,000	88	352	0	350	0	790	78.96%
03-5-02-51210	Utilities - Power Purchases	830,000	266,263	193,803	66,105	59,372	59,170	644,713	77.68%
03-5-02-54110	Laboratory Services	115,000	13,357	26,421	10,496	11,569	14,118	75,960	66.05%
03-5-02-57031	Sludge Disposal	300,000	68,598	69,550	25,487	21,940	22,000	207,574	69.19%
03-5-02-57034	Brine Operating Expenses	201,616	133	29,840	128	82,542	(26,741)	85,904	42.61%
TREATMENT TOTALS		3,789,816	836,828	898,153	277,075	310,379	196,768	2,519,203	66.47%

FY 2016 Sewer Expenses

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
03-5-06-50010	Labor-Administration	660,000	121,015	147,941	43,591	43,580	43,949	400,076	60.62%
03-5-06-50011	Labor Credit	0	2,252	2,925	0	0	0	5,177	
03-5-06-50012	Directors Fees	19,000	3,216	4,379	871	1,900	2,463	12,829	67.52%
03-5-06-50013	Benefits-Fica	43,000	9,417	10,747	3,949	3,998	4,070	32,181	74.84%
03-5-06-50014	Benefits-Life Insurance	3,600	650	609	222	214	214	1,909	53.02%
03-5-06-50016	Benefits-HealthDefrd Comp	145,000	33,900	38,943	12,119	12,198	12,496	109,656	75.62%
03-5-06-50017	Benefits-Disability Insurance	7,500	1,504	1,351	611	603	607	4,675	62.34%
03-5-06-50019	Benefits-Workers Compensation	27,500	2,000	2,781	1,000	3,000	2,000	10,781	39.20%
03-5-06-50021	Benefits-PERS	36,000	8,290	10,826	3,093	3,093	3,059	28,361	78.78%
03-5-06-50022	Benefits PERS Employer	75,000	8,483	11,078	3,165	3,165	3,160	29,052	38.74%
03-5-06-50023	Benefits-Uniforms	2,000	205	443	70	61	485	1,263	63.13%
03-5-06-50024	Benefits-Vacation & Sick Pay	10,000	3,009	3,365	1,090	715	715	8,894	88.94%
03-5-06-50025	Benefits-Boot Allowance	1,740	0	0	0	0	0	0	0.00%
03-5-06-51120	Safety Equipment/Supplies	10,000	1,706	2,256	2,959	75	24	7,021	70.21%
03-5-06-51125	Petroleum Products	22,500	4,621	3,000	1,268	3,413	1,000	13,301	59.12%
03-5-06-51130	Office Supplies	4,000	2,282	878	19	29	429	3,637	90.94%
03-5-06-51140	General Supplies & Expenses	17,500	851	9,099	5,780	103	571	16,405	93.74%
03-5-06-51199	Disaster Repairs (lift station 2)	0	33,643	3,307	0	0	0	36,949	
03-5-06-54002	Dues & Subscriptions	10,000	1,240	4,816	3,544	164	328	10,091	100.91%
03-5-06-54003	Management & Admin Services	160,000	39,994	40,002	13,334	13,334	13,334	119,998	75.00%
03-5-06-54005	Computer Expenses	95,000	20,363	30,278	2,442	12,308	13,527	78,919	83.07%
03-5-06-54011	Printing & Publications	1,500	413	81	0	0	0	494	32.93%
03-5-06-54012	Education & Training	7,000	917	473	2,508	659	158	4,714	67.35%
03-5-06-54014	Public Relations	7,500	467	825	0	0	0	1,293	17.24%
03-5-06-54016	Travel Related Expenses	5,000	1,217	899	494	648	16	3,274	65.47%
03-5-06-54017	Certifications & Renewals	5,000	406	2,478	496	471	230	4,081	81.62%
03-5-06-54019	Licenses & Permits	50,000	10,929	44,018	2,000	1,315	0	58,262	116.52%
03-5-06-54020	Meeting Related Expenses	5,000	538	1,588	59	124	95	2,405	48.10%
03-5-06-54024	Utilities - Waste Disposal	12,500	3,161	3,161	1,054	1,198	1,054	9,628	77.02%
03-5-06-54025	Utilities - Telephone	20,000	4,032	4,294	1,432	1,404	927	12,089	60.44%
03-5-06-54030	Drinking Water	1,000	297	210	65	58	87	718	71.78%
03-5-06-54104	Contractual Services	30,000	16,251	19,495	7,126	3,240	1,131	47,242	157.47%
03-5-06-54107	Legal	45,000	3,760	5,325	3,300	3,167	3,000	18,552	41.23%
03-5-06-54108	Audit & Accounting	16,000	8,775	1,710	0	0	0	10,485	65.53%
03-5-06-54109	Professional Fees	150,000	50,662	73,851	22,459	6,250	3,916	157,137	104.76%
03-5-06-55500	Depreciation Reserves	500,000	124,997	125,001	41,667	41,667	41,667	374,999	75.00%
03-5-06-56001	Infrastructure Replacement	800,000	200,007	200,010	66,670	66,670	6,667	540,024	67.50%
03-5-06-57030	Insurance	105,000	24,981	25,572	8,328	8,328	8,328	75,538	71.94%
03-5-06-57030	Regulatory Compliance	42,000	1,790	0	0	0	0	1,790	4.26%
	ADMINISTRATION TOTALS	3,151,840	752,240	838,016	256,787	237,151	169,704	2,253,898	71.51%

FY 2016 - Sewer Expenses

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
03-5-07-50010	Labor-Environmental Control	310,000	82,457	106,626	37,119	36,410	35,734	298,346	96.24%
03-5-07-50011	Labor Credit	0	(310)	(916)	0	0	0	(1,225)	
03-5-07-50013	Benefits-Fica	28,000	6,482	8,417	2,889	2,834	2,782	23,404	83.59%
03-5-07-50014	Benefits-Life Insurance	2,000	426	423	297	203	203	1,551	77.56%
03-5-07-50016	Benefits-HealthDefrd Comp	75,000	26,352	27,806	12,449	12,863	12,456	91,926	122.57%
03-5-07-50017	Benefits-Disability Insurance	4,500	1,175	1,377	613	513	507	4,186	93.02%
03-5-07-50019	Benefits-Workers Compensation	30,000	2,394	3,354	1,500	5,832	3,000	16,080	53.60%
03-5-07-50021	Benefits-PERS	20,000	4,823	6,414	1,495	1,823	1,703	16,258	81.29%
03-5-07-50022	Benefits-PERS Employer	45,000	4,935	6,563	2,284	2,279	2,275	18,337	40.75%
03-5-07-50023	Benefits-Uniforms	2,000	320	1,681	132	128	156	2,417	120.85%
03-5-07-50024	Benefits-Vacation & Sick Pay	2,000	463	590	365	365	365	2,149	107.44%
03-5-07-50025	Benefits-Boot Allowance	800	157	199	0	168	0	524	65.49%
03-5-07-51003	R&M - Structures	270,000	31,041	42,778	13,816	14,642	49,620	151,897	56.26%
03-5-07-51140	General Supplies & Expenses	1,000	34	326	497	0	0	857	85.67%
03-5-07-51241	Lift Station #1	85,000	17,711	15,665	3,299	3,249	8,196	48,120	56.61%
03-5-07-51242	Lift Station #2	15,000	4,874	5,345	1,076	1,010	887	13,192	87.94%
03-5-07-51243	Lift Station #3	5,000	780	1,577	221	228	185	2,991	59.81%
03-5-07-51244	Lift Station #4	20,000	7,700	15,007	4,386	1,055	465	28,614	143.07%
03-5-07-51248	Lift Station #8	3,000	145	154	52	45	44	440	14.66%
03-5-07-54109	Professional Fees	60,000	6,662	13,120	2,871	2,048	2,578	27,278	45.46%
03-5-07-54110	Laboratory Services	4,000	0	1,623	0	0	1,185	2,808	70.20%
	ENVIRONMENTAL CONTROL TOTAL	982,300	198,623	258,130	85,360	85,695	122,341	750,149	76.37%
03-5-40-57202	Debt Service - Principal - WRWRF	2,097,629	2,097,629	0	0	0	0	2,097,629	100.00%
03-5-40-57203	Debt Service - Principal - Brineline	401,939	0	401,939	0	0	0	401,939	100.00%
03-5-40-57204	Debt Service - Principal - WISE	125,600	0	0	0	0	125,283	125,283	99.75%
03-5-40-57205	Debt Service - Principal - R 10.3	36,663	0	0	0	0	36,691	36,691	100.08%
03-5-40-57206	Debt Service - Principal - Crow & B12-1	18,357	0	0	0	0	13,795	13,795	75.15%
03-5-40-57403	Debt Service - Interest	1,215,856	826,039	247,335	0	0	83,013	1,156,388	95.11%
	40 - Debt	3,896,044	2,923,669	649,274	0	0	258,783	3,831,725	98.35%
03-5-40-57002	Asset Acq. - Treatment	0	0	0	0	0	0	0	
03-5-40-57006	Asset Acq. - Admin (fuel master)	0	0	0	6,236	0	0	6,236	
03-5-40-57007	Asset Acq. - EC (ADS flow monitors & smart covers)	0	0	66,409	0	0	0	66,409	
	40 - Capital Outlay	0	0	66,409	6,236	0	0	72,645	
	TOTAL SEWER EXPENSES	11,820,000	4,711,360	2,709,981	625,458	633,225	747,597	9,427,620	79.76%

FY 2016 - Recycled Expenses

ACCOUNT#	DESCRIPTION	BUDGET	Qtr 1 Totals	Qtr 2 Totals	Jan '16	Feb '16	Mar '16	Year to Date	Percentage YTD
04-5-06-50010	Labor-Recycled Water	226,630	45,474	53,323	13,862	15,883	15,469	144,011	63.54%
04-5-06-50012	Director Fees	2,500	0	2,500	0	0	0	2,500	100.00%
04-5-06-50013	Benefits-FICA	5,000	3,609	3,765	1,169	1,337	1,301	11,181	223.62%
04-5-06-50014	Benefits-Life Insurance	250	(6)	(8)	(2)	(2)	(2)	(20)	-7.89%
04-5-06-50016	Benefits-Health & Def Comp	15,000	6,356	6,835	2,105	2,281	2,281	19,858	132.39%
04-5-06-50017	Benefits-Disability Insurance	500	409	324	138	157	153	1,181	236.16%
04-5-06-50019	Benefits-Workers Compensation	3,000	394	1,175	197	697	500	2,962	98.75%
04-5-06-50021	Benefits-PERS Employee	2,200	327	427	122	56	464	1,396	63.46%
04-5-06-50022	Benefits-PERS Employer	5,000	335	437	125	228	646	1,771	35.42%
04-5-06-50023	Benefits-Uniforms	200	178	925	62	58	71	1,293	646.57%
04-5-06-50024	Benefits-Vacation & Sick Pay	500	81	140	84	84	27	415	83.08%
04-5-06-50025	Benefits-Boots	250	0	0	0	0	0	0	0.00%
04-5-06-51003	R & M-Structures	50,000	3,377	16,192	72	164	0	19,805	39.61%
04-5-06-51020	R & M-Pipelines	7,500	0	1,840	1,087	24	0	2,951	39.35%
04-5-06-51021	R & M-Service Lines	15,000	701	498	0	0	0	1,199	7.99%
04-5-06-51022	R & M-Fire Hydrants	5,000	0	0	0	0	0	0	0.00%
04-5-06-51030	R & M-Meters	1,500	5,701	18,918	924	68	222	25,833	1722.20%
04-5-06-51140	General Supplies & Expenses	250	58	496	1,275	24	71	1,923	769.36%
04-5-06-51210	Utilities-Power Purchases	77,720	586	864	288	268	268	2,275	2.93%
04-5-06-54002	Dues & Subscriptions	4,000	40	412	3,104	0	0	3,556	88.90%
04-5-06-54005	Computer Expense	5,000	355	5,865	0	0	0	6,220	124.39%
04-5-06-54011	Printing & Publications	1,000	122	0	0	449	0	571	57.15%
04-5-06-54012	Education & Training	3,500	185	1,295	465	47	68	2,060	58.86%
04-5-06-54014	Public Relations	3,500	104	769	0	0	0	873	24.95%
04-5-06-54016	Travel Related Expenses	2,000	0	1,914	110	1,524	278	3,827	191.34%
04-5-06-54017	Certifications & Renewals	250	0	0	0	800	0	800	320.00%
04-5-06-54019	Licenses & Permits	2,500	0	31,564	0	0	0	31,564	1262.55%
04-5-06-54020	Meeting Related Expenses	250	30	184	0	63	112	390	155.87%
04-5-06-54025	Telephone	750	419	419	140	140	0	1,118	149.06%
04-5-06-54010	Contractual Services	1,500	2,718	52	824	17	0	3,611	240.75%
04-5-06-54107	Legal	1,000	788	2,513	188	338	300	4,125	412.50%
04-5-06-54108	Audit & Accounting	0	1,950	380	0	0	0	2,330	
04-5-06-54109	Professional Fees	25,000	32,090	52,084	29,262	6,105	6,000	125,540	502.16%
04-5-06-54110	Laboratory Services	1,000	0	0	0	0	0	0	0.00%
04-5-06-55500	Depreciation	8,000	1,970	2,010	670	670	670	5,990	74.88%
04-5-06-57030	Infrastructure Replacement	25,000	6,249	6,249	2,083	2,083	2,083	18,747	74.99%
04-5-06-57040	Regulatory Compliance	25,000	27	5,446	1,558	136	2,620	9,786	39.14%
04-5-06-57040	Environmental Compliance	10,000	0	0	0	0	0	0	0.00%
			114,624	219,809	59,910	33,697	33,603	461,643	
	TOTAL RECYCLED EXPENSES	537,250	114,624	219,809	59,910	33,697	33,603	461,643	85.93%



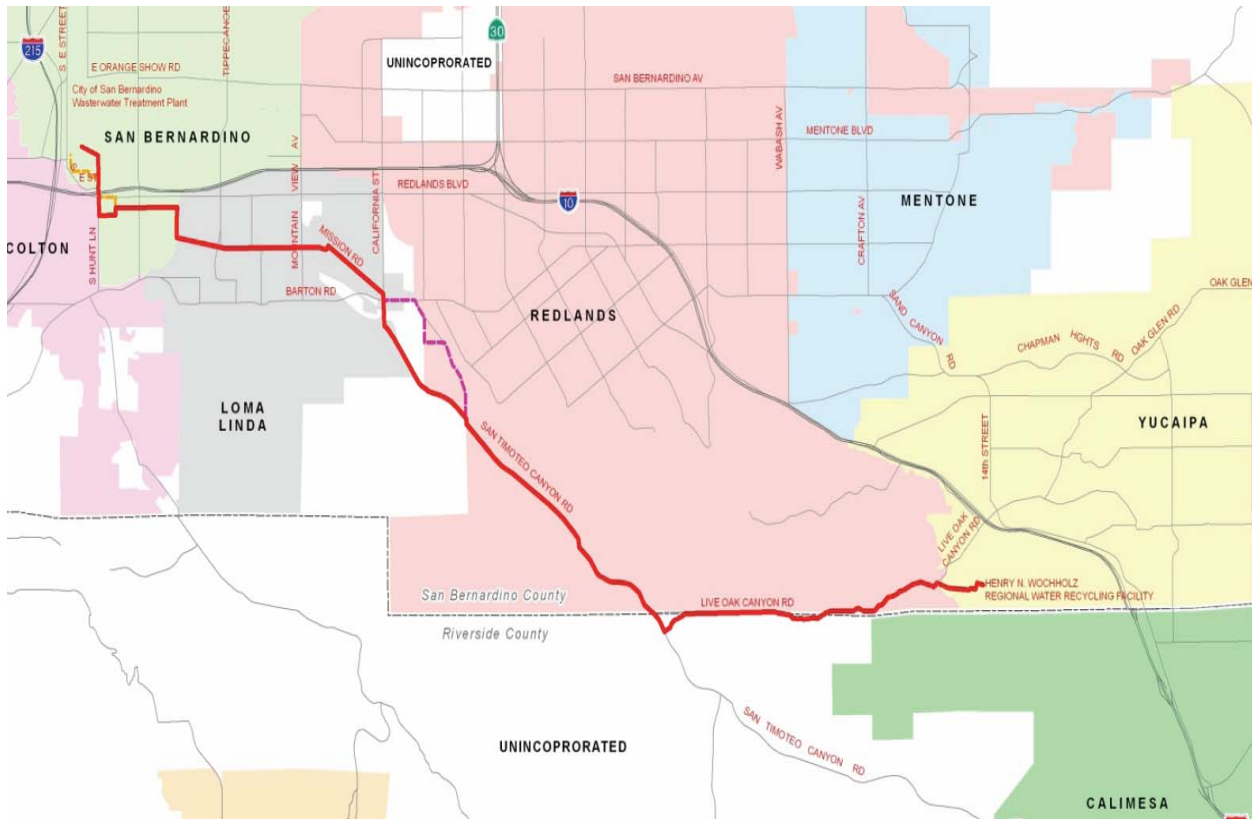
Date: April 20, 2016

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of an Agreement to Purchase Inland Empire Brine Line Capacities from the San Bernardino Valley Municipal Water District

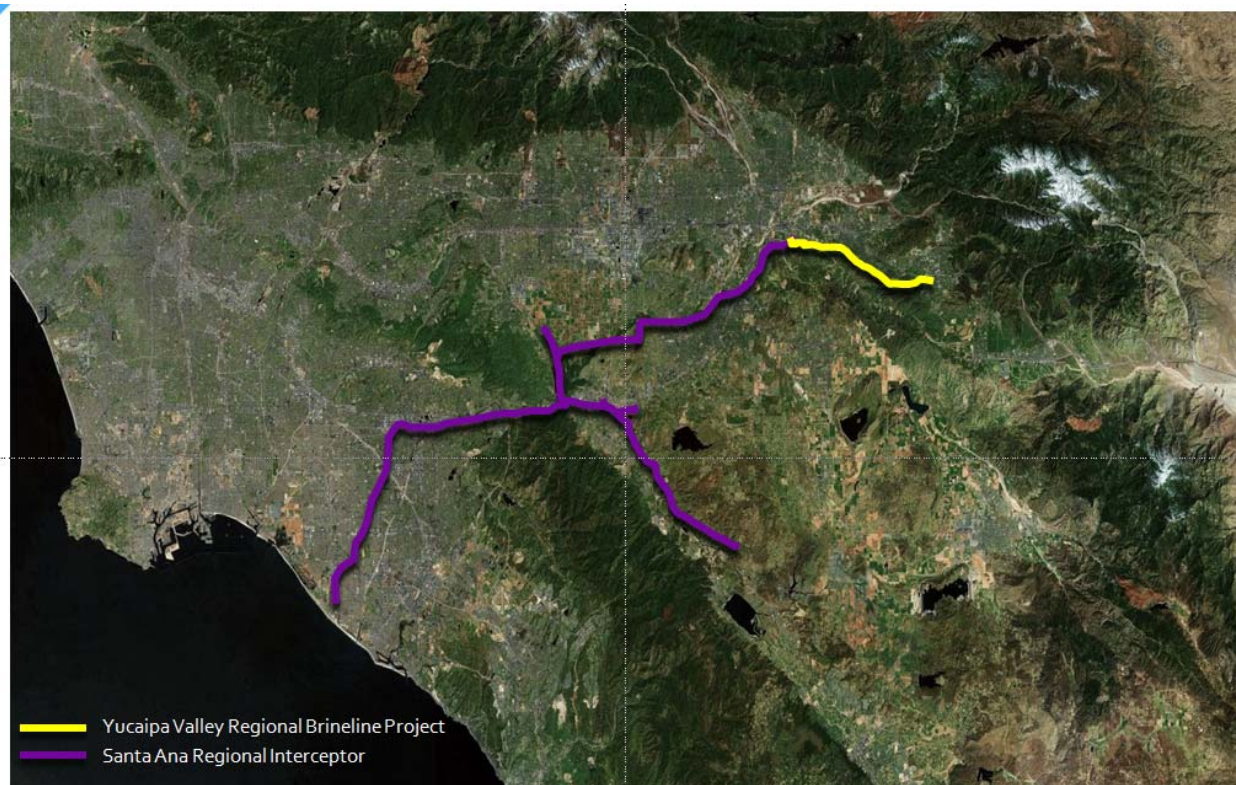
Recommendation: That the Board authorizes the General Manager to execute the necessary agreements with the San Bernardino Valley Municipal Water District to secure 0.5 million gallons per day of Pipeline Capacity and 0.3 million gallons per day of Treatment and Disposal Capacity in the Inland Empire Brineline for a sum not to exceed \$3,212,643.

In 2013, the Yucaipa Valley Water District completed the construction of the Yucaipa Valley Regional Brineline which extends the Inland Empire Brineline from San Bernardino to the Wochholz Regional Water Recycling Facility.



The Yucaipa Valley Regional Brineline is a critical component of the reverse osmosis treatment process at the Wochholz Regional Water Recycling Facility. The brineline is needed to comply

with the water quality objectives set by the Santa Ana Regional Water Quality Control Board for the use of recycled water in Yucaipa and Calimesa. The reverse osmosis treatment process enables the District to remove salts and minerals from the recycled water supply which results in an exceptionally pure quality recycled water source. The non-reclaimable waste produced from the reverse osmosis system, referred to as brine or reverse osmosis concentrate, must be conveyed in a pipeline to lower portions of the Santa Ana Watershed for treatment so it does not degrade fresh water resources throughout the watershed.



Yucaipa Valley Regional Water Supply Renewal Project

In order to utilize the Inland Empire Brinline, the project partners need to purchase and maintain ownership of two primary components: pipeline capacity and treatment capacity. Sufficient pipeline capacity is needed to convey the brine solution through the Santa Ana Regional Interceptor, or Inland Empire Brinline shown in purple above. Sufficient treatment capacity is also required to provide treatment to the brine solution in treatment facilities owned and operated by the Orange County Sanitation District.

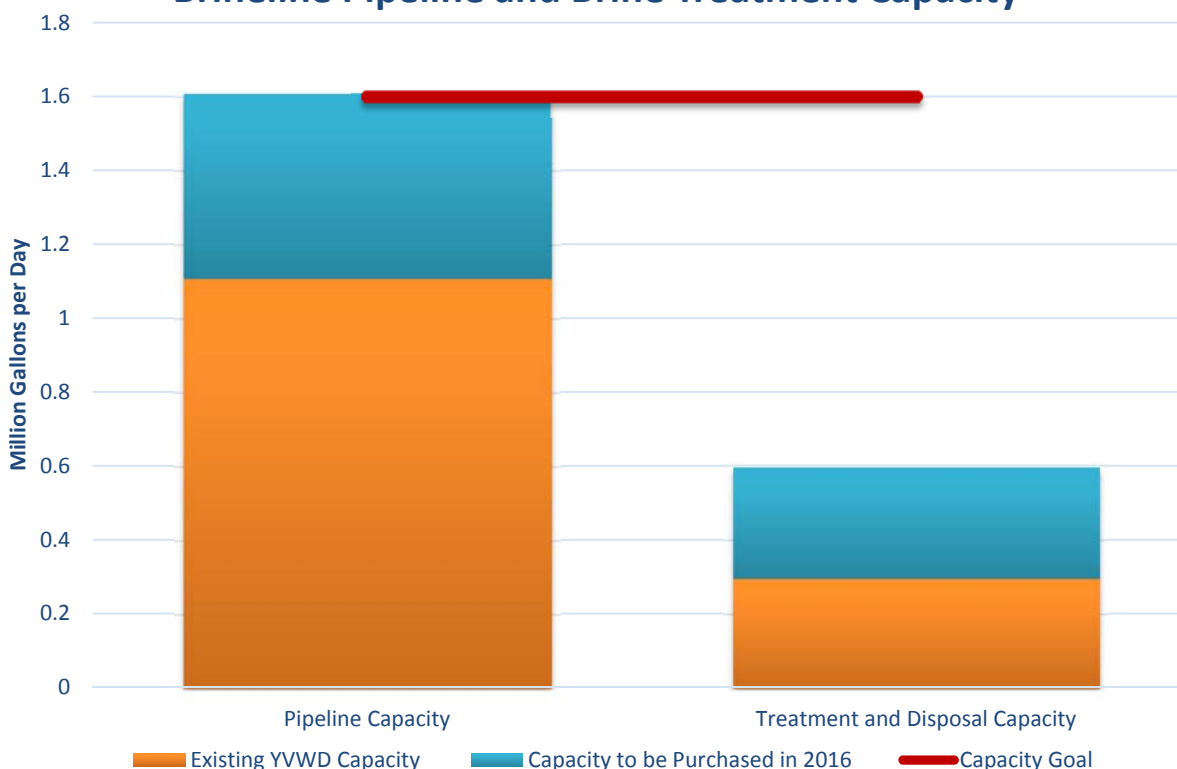
In 1993 the District purchased our original 0.108 million gallons per day of brinline pipeline capacity. A second purchase of pipeline capacity was secured in 2006 providing an additional 1.0 million gallons per day for a total of 1.108 million gallons per day of brinline pipeline capacity in the Inland Empire Brinline.

In 2013, the Yucaipa Valley Water District purchased 0.295 million gallons per day of treatment and disposal capacity in the Orange County Sanitation District's facilities.

Ultimately, the Yucaipa Valley Water District will need about 1.6 million gallons per day of both brineline pipeline and brine treatment/disposal capacity for use by our customers in the City of Yucaipa and the City of Calimesa.

The Yucaipa Valley Water District has been working with the San Bernardino Valley Municipal Water District for the purchase of an additional 500,000 gallons per day of brineline pipeline capacity and 300,000 of brine treatment and disposal capacity. This purchase is expected to complete the brineline pipeline capacity needs of the Yucaipa Valley Water District. However, as treatment technology changes the Board of Directors might find that it is more economical to purchase additional capacity rather than reduce the volume of brine by concentrating the discharge.

Brineline Pipeline and Brine Treatment Capacity



The Agreement for Yucaipa Valley Water District to Purchase Inland Empire Brineline Capacities from the San Bernardino Valley Municipal Water District is attached for your review.

On Tuesday, April 19, 2016, the San Bernardino Valley Municipal Water District will be presented with details of the proposed transaction that will involve the purchase of capacity from Enertech. A copy of the San Bernardino Valley Municipal Water District board memorandum is attached for your review to provide a better overview of the entire transaction.

Funds for this purchase are provided by the Wastewater Division Infrastructure Reserves (Fund 03-10311) and will be replenished by future development from Facility Capacity Charge Salt Mitigation Facilities (Fund 03-10418).

**Agreement for Yucaipa Valley Water District
to Purchase Inland Empire Brine Line Capacities from
the San Bernardino Valley Municipal Water District**

This Purchase Agreement (“Purchase Agreement”) is made this ___ day of _____ 2016 (“Effective Date”), by and between San Bernardino Valley Municipal Water District, a municipal water district (“Valley District”), and the Yucaipa Valley Water District (“YVWD”), a county water district. Valley District and YVWD are sometimes collectively referred to as the “Parties” and individually as “Party.”

RECITALS

- A. On June 22, 1993, Valley District and Santa Ana Watershed Project Authority (“SAWPA”) entered into that certain SARI Capacity Agreement (“SAWPA Agreement”), which is hereby incorporated by reference, granting Valley District the right to acquire a certain amount of pipeline capacity use right and treatment and disposal rights in the Inland Empire Brine Line system (“Brine Line”), formerly known as the Santa Ana Regional Interceptor (“SARI”).
- B. Valley District owns a certain amount of Brine Line pipeline capacity use right pursuant to the SAWPA Agreement, a portion of which Valley District is willing to sell to YVWD, as an eligible discharger located within Valley District’s boundaries.
- C. YVWD is interested in purchasing from Valley District a discharge right allocation for a maximum of 0.300 million gallons per day (“MGD”) (i.e., 300,000 gallons per day) of non-reclaimable wastewater into the Brine Line and a treatment and disposal allocation of 0.300 MGD with a maximum wastewater quantity of 30 mg/l Biochemical Oxygen Demand (“BOD”) and 30 mg/l Total Suspended Solids (“TSS”). The discharge right allocation and the treatment and disposal allocation are collectively referred to as the “Capacity Rights.”
- D. The purchase price for capacity in the Brine Line is Three Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$3,750,000.00) per MGD as established by SAWPA Resolution 295, dated July 8, 1997.
- E. EnerTech Environmental California, LLC, a California limited liability company (EnerTech), which is in bankruptcy proceedings, owns pipeline capacity and treatment and disposal capacity in the Brine Line which it would like to sell.
- F. EnerTech owes Valley District accumulated fees associated with its ownership of capacities in the Brine Line. Valley District wishes to recover the fees owed by EnerTech.
- G. Valley District desires to purchase the pipeline capacity and the treatment and disposal capacity from EnerTech (EnerTech Capacities), less the fees owed by EnerTech.

- H. Valley District desires to sell YVWD the EnerTech Capacities along with 0.20 MGD of available pipeline capacity owned by Valley District, at the price paid for both, as described on Exhibit "A" attached to this Agreement.
- I. YVWD agrees to purchase and assume from Valley District the pipeline capacity and the treatment and disposal capacity, upon the terms and conditions contained in this Purchase Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing facts and mutual covenants and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agreed as follows:

1. Purchase of Capacity Rights. Subject to the terms and conditions of this Purchase Agreement, Valley District agrees to grant, sell, transfer and assign to YVWD, and YVWD agrees to purchase, acquire, assume and accept from Valley District 300,000 gallons per day of both pipeline capacity and treatment and disposal capacity and an additional 200,000 gallons per day of pipeline capacity (collectively "Capacity Rights"), including all obligations related thereto.
2. Purchase Price. Subject to the additional costs required under this Purchase Agreement, the purchase price of the Capacity Rights shall be Three Million Two Hundred Twelve Thousand Six Hundred Forty-Three and 50/100 Dollars (\$3,212,643.00), subject to any amendments or adjustments to SAWPA Resolution 295 ("Purchase Price"). Use of the Capacity Rights shall not occur until Valley District has completed the purchase from the Creditors of Enertech and until the full payment of the Purchase Price is received from YVWD by Valley District. YVWD acknowledges that the Purchase Price does not cover other costs or annual fees for use or operation of the Brine Line system, which may be imposed by Orange County Sanitation District ("OCSD") or SAWPA from time to time.
3. Additional Costs. In addition to the payment of the Purchase Price contemplated under Section 2, YVWD will be responsible for the timely payment of all other costs, fees and expenses, (whether fixed, use-based, or otherwise) including, without limitation, operation, repair, maintenance and replacement costs imposed by OCSD, SAWPA, Valley District, or the SAWPA Agreement, as amended, regarding the use and operation of the Brine Line system. The payment of any additional fees and costs shall be made within thirty (30) days of YVWD's receipt of an invoice from Valley District.
4. Compliance. YVWD shall at all times comply with all quality standards and requirements for the discharge of non-reclaimable wastewater into the Brine Line system mandated by applicable ordinances, rules, regulations, orders, permits or agreements, including without limitation, the SAWPA Agreement, as those items may be amended or supplemented from time to time, which are issued or executed by the OCSD, SAWPA, Valley District or any other rule making agency or authority. Further, YVWD agrees to comply with all federal and state law, rule or regulation regarding or relating to the actions contemplated by this Purchase Agreement. Upon

- use of the Capacity Rights, YVWD will be deemed to have knowledge of, and hereby acknowledges compliance with all applicable ordinances, rules, regulations, orders and permits, including any amendments thereto, affecting or relating to YVWD's use or rights to the Brine Line system.
5. Discharge Permit. Prior to utilizing the Capacity Rights, YVWD will be required to amend its discharge permit and obtain the same from SAWPA and to make such necessary arrangements with Valley District and SAWPA for the point of delivery of such discharge and for payment of the costs of installation and maintenance of facilities, if any, in connection therewith.
 6. Default. In the event YVWD fails to pay any amounts owed when due, or if YVWD otherwise fails to comply or perform its obligations under this Purchase Agreement or under any ordinances, rules, regulations, orders or permits of OCSD, SAWPA, Valley District or any other agency or authority with jurisdiction over use of the Brine Line contemplated herein, Valley District shall provide YVWD with written notice of such default. Upon receipt of the default notice, YVWD shall have thirty (30) days to cure a default for failure to pay any amounts owed ("Cure Period"). If YVWD fails to cure the default within the applicable Cure Period, Valley District may exercise any and all rights available in law or in equity, or as otherwise available under any applicable ordinances, rules, regulations, orders or permits.
 7. Indemnification. YVWD hereby indemnifies, defends and holds Valley District harmless from and against any and all claims, penalties, losses, costs, interest, damages, liability, demands, and expenses (including attorneys' fees and costs) arising from or relating to any breach by YVWD of the terms of this Purchase Agreement.
 8. Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Purchase Agreement, the prevailing party in such action will be entitled to reasonable attorneys' fees and costs in addition to any other relief the prevailing party may be entitled.
 9. Assignment. This Purchase Agreement may not be assigned by YVWD without the prior written consent of Valley District, which consent shall not be unreasonably withheld.
 10. Succession. This Purchase Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each Party.
 11. Entire Agreement. This Purchase Agreement, including any exhibits and schedules hereto, contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter. The captions in this Purchase Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Purchase Agreement.

- 12. Modifications. This Purchase Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it in whole or in part unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.
- 13. Counterparts. This Purchase Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 14. Risks of the Brine Line. The Brine Line system is a large non-reclaimable wastewater pipeline constructed in various types of terrain and environments and subject to the risk of curtailment, outages, or interruptions due to washout, earthquake, treatment plant requirements, regulatory prohibition or restrictions, or the like, and the Capacity Rights provided herein is purchased subject to such risks.

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement to be effective as of the date first set forth above.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, A MUNICIPAL WATER DISTRICT

By: _____

Name: _____

Its: _____

YUCAIPA VALLEY WATER DISTRICT, A COUNTY WATER DISTRICT

By: _____

Name: Lonni Granlund

Its: Board President

EXHIBIT "A"
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
SALE PRICE FOR BRINE LINE CAPACITIES

DATE	DESCRIPTION	PIPELINE CAPACITY	TREATMENT AND DISPOSAL CAPACITY	TOTAL AMOUNT PAID
05/01/16	220,000 gallons per day (gpd) Pipeline Capacity and Treatment Capacity with a maximum wastewater quality of 30 mg/l Biochemical Oxygen Demand (BOD) and 30 mg/l Total Suspended Solids (TSS). Originally acquired by EnerTech.	825,000.00	1,084,183.00	1,909,183.00
05/01/16	80,000 gallons per day (gpd) Pipeline Capacity and Treatment Capacity with a maximum wastewater quality of 30 mg/l Biochemical Oxygen Demand (BOD) and 30 mg/l Total Suspended Solids (TSS). Originally acquired by EnerTech.	300,000.00	253,460.00	553,460.00
05/01/16	200,0000 gallons per day (gpd) Pipeline Capacity	750,000.00	n/a	750,000.00
		<u>1,875,000.00</u>	<u>1,337,643.00</u>	<u>3,212,643.00</u>



DATE: April 19, 2016

TO: Board of Directors

FROM: Bob Tincher, Manager of Water Resources

SUBJECT: Proposed Purchase and Sale of Inland Empire Brine Line Capacities

This item was considered at a Board workshop held on April 11, 2016. Those Board members in attendance requested that it be forwarded to the Board for consideration including the condition that Yucaipa Valley Water District sign the proposed agreement with Valley District before Valley District executes the agreements.

Yucaipa Valley Water District would like to purchase additional Inland Empire Brine Line (Brine Line) pipeline capacity and treatment and disposal capacity. EnerTech, a company that essentially filed for bankruptcy protection, would like to sell their pipeline capacity and treatment and disposal capacity (EnerTech Capacities). EnerTech also owes Valley District \$277,065.35 in accumulated fees associated with its EnerTech Capacities. To recover these fees, Valley District would like to purchase the EnerTech Capacities, less the amount of the fees owed to Valley District, and then sell the EnerTech Capacities to YVWD. YVWD would also like to purchase 0.20 MGD of Valley District's pipeline capacity. The net result of the transaction would be that Valley District would recover the fees that are owed by EnerTech and would receive

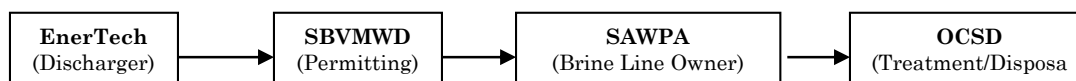
the proceeds from the sale of 0.20 MGD of its pipeline capacity, as summarized in the below table:

Description	Purchase from EnerTech	Sale to YVWD
EnerTech Pipeline Capacity, 0.30 MGD	(1,125,000.00)	1,125,000.00
EnerTech Treatment and Disposal Capacity, 0.30 MGD	(1,337,643.00)	1,337,643.00
Valley District Pipeline Capacity, 0.20 MGD		750,000
Less fees owed (to date)	\$277,065.35	
TOTAL	(\$2,185,577.65)	\$3,212,643.00

The amount of fees owed by EnerTech will be reconciled the day the transaction is completed, as described in the attached agreement which was prepared by House Counsel. Staff recommends approval of this transaction subject to YVWD signing the agreement with Valley District before Valley District executes the agreements to complete this transaction.

Background

The below diagram illustrates payment relationships for Brine Line pipeline capacity, treatment and disposal service, and the contractual relationship between each participant:



In June of 2013, Valley District received notice that one of the Brine Line dischargers in its service area, EnerTech Environmental California, LLC (EnerTech), executed a general assignment for the benefit of creditors (Assignment). An Assignment is a less expensive alternative to bankruptcy. At the time Valley District learned of the Assignment, EnerTech owed Valley District over \$100,000 in fees. House legal

counsel, Bruce Varner, immediately submitted a claim for payment of these fees which were never paid and have continued to accrue annually per Valley District's agreement with EnerTech.

In August 2013, EnerTech approached Valley District about the possibility of selling its Brine Line pipeline capacity and treatment and disposal capacity (Brine Line capacity). While Valley District itself does not have a direct use for Brine Line capacity, Valley District was aware that YVWD was interested purchasing additional Brine Line capacity. Valley District staff saw this possible transaction as an opportunity to recover the fees owed Valley District by EnerTech.

YVWD currently owns 1.108 MGD of pipeline capacity and .295 MGD of treatment and disposal capacity and would like to own 1.6 MGD of both. YVWD would like to purchase the EnerTech Capacities, excepting the amount EnerTech paid for extra "strength" (70 mg/l each BOD and TSS), along with an additional 0.20 MGD of pipeline capacity from Valley District. This transaction would increase YVWD's ownership to 1.608 MGD of pipeline capacity and .595 MGD of treatment and disposal capacity.

Assuming this transaction is approved, the amount of remaining pipeline capacity owned by Valley District would be 0.148 MGD. Valley District no longer owns treatment and disposal capacity.

Staff Recommendation: Authorize staff to enter into (1) an agreement with the Assignee representing EnerTech to purchase the EnerTech Capacities for an amount of \$2,185,577.65 and (2) an agreement to sell the EnerTech Capacities, along with 0.20 MGD of Valley District's pipeline capacity, to YVWD for a total amount of \$3,212,643.00, for a net gain of \$1,027,065.35. Valley District's execution of these agreements is conditioned upon YVWD first executing its agreement with Valley District.

Attachments

1. Agreement for San Bernardino Valley District to Purchase Brine Line Capacities from the Creditors for EnerTech
2. Agreement for Yucaipa Valley Water District to Purchase Inland Empire Brine Line Capacities from the San Bernardino Valley Municipal Water District

**AGREEMENT FOR SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
TO PURCHASE BRINE LINE CAPACITIES FROM THE CREDITORS FOR ENERTECH**

This Purchase Agreement (“Agreement”) is made and entered into as of _____, 2016 (“Effective Date”), by and between San Bernardino Valley Municipal Water District, a California municipal water district (“Valley District”), and California Assignments, LLC (“Assignee”), by and through Development Specialists, Inc., its sole and managing Member, solely in its capacity as assignee for the benefit of creditors of EnerTech Environmental California, LLC, a California limited liability company (“EnerTech”). Valley District and Assignee are sometimes collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

A. Valley District and EnerTech are parties to that certain Santa Ana Regional Interceptor (SARI) Discharge Agreement, dated October 17, 2007 (“Original Discharge Agreement”), wherein EnerTech purchased from Valley District a Discharge Right Allocation for discharging a maximum of 0.220 million gallons per day (“MGD”) (i.e., 220,000 gallons per day) of non-reclaimable industrial wastewater into the SARI pipeline and a Treatment and Disposal Allocation of 0.220 MGD with a maximum wastewater quantity of 30 mg/l Biochemical Oxygen Demand (“BOD”) and 30 mg/l Total Suspended Solids (“TSS”), subject to the terms and payment of additional variable costs associated with the operations, maintenance and repair costs set forth in the Original Discharge Agreement.

B. In October 2010, Valley District and EnerTech entered into Amendment No. 1 to the Original Discharge Agreement (“Amendment No. 1”), wherein EnerTech purchased from Valley District an additional 70 mg/l of BOD treatment and disposal right allocation in the SARI System for a total of 100 mg/l of BOD right allocation for 0.22 MGD of flow.

C. On February 2, 2011, Valley District and EnerTech entered into Amendment No. 2 to the Original Discharge Agreement (“Amendment No. 2”), wherein EnerTech purchased from Valley District an additional 70 mg/l of TSS treatment and disposal right allocation in the SARI System for a total of 100 mg/l of TSS right allocation for 0.22 MGD of flow.

D. On November 15, 2011, Valley District and EnerTech entered into Amendment No. 3 to the Original Discharge Agreement (“Amendment No. 3,” and collectively with the Original Discharge Agreement, Amendment No. 1 and Amendment No. 2, the “Discharge Agreement”), wherein EnerTech purchased from Valley District an additional 80,000 gpd of pipeline capacity and treatment and disposal capacity in the SARI System for a total capacity right of 300,000 gpd with a maximum wastewater quality of 73.4 mg/l BOD and 73.4 mg/l TSS.

E. On October 5, 2012, EnerTech and Assignee entered into a General Assignment for the Benefit of Creditors Agreement (the “General Assignment”), whereby EnerTech transferred ownership of all its respective rights, titles and interests in tangible and intangible assets (“Assets”) to Assignee, and in so doing has also designated Assignee to act, pursuant to California law, as the Assignee for the Benefit of Creditors of EnerTech.

F. The purchase price for capacity in the Brine Line is Three Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$3,750,000.00) per MGD as established by Santa Ana Watershed Project Authority (“SAWPA”) Resolution 295, dated July 8, 1997.

G. The purchase price for treatment and disposal capacity shall be the amount paid by EnerTech in the Original Agreement and Amendment No. 1, Amendment No. 2 and Amendment No. 3.

H. Valley District desires to purchase from Assignee the Discharge Right Allocation and a portion of the Disposal Right Allocation described in the Discharge Agreement, and assume all treatment and disposal capacity and all other rights and privileges granted to EnerTech under the Discharge Agreement and transferred to Assignee pursuant to the General Assignment, including, without limitation, the assets listed on Exhibit “A” (collectively, the “Capacity”).

I. Assignee desires to sell and assign to Valley District, and Valley District desires to purchase and assume from Assignee, the Capacity of Assignee under the Discharge Agreement, which will be terminated at the Closing (defined below).

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the promises set forth below and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement of Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, including the prior written consent of SAWPA as detailed in Section 10 below, Assignee agrees to grant, sell, assign, transfer, deliver and convey to Valley District, and Valley District agrees to purchase, acquire, assume and accept the assignment from Assignee, all of Assignee’s right, title and interest in and to the Capacity, including the rights of Assignee under the Discharge Agreement. The Capacity will be granted, sold, assigned, transferred, delivered and conveyed to Valley District on the Closing Date (defined below).

2. Purchase Price. In consideration of the sale, transfer, conveyance and assignment of the Capacity to Valley District at the Closing Date and such other conditions in this Agreement being satisfied, Valley District agrees to pay on the Closing Date, Two Million Four Hundred Sixty-Two Thousand Six Hundred Forty-Three and 00/100 Dollars (\$2,462,643.00), less the outstanding unpaid fees as of March 2016 due under the Discharge Agreement by EnerTech to Valley District in the sum of Two Hundred Seventy Seven Thousand Sixty-Five and 35/100 Dollars (\$277,065.35) (“Current Fees,”) as more fully detailed in Exhibit “B” attached hereto), for a total purchase price of Two Million Eight Hundred Forty-Three Thousand Eight Hundred Thirty-Seven and 10/100 Dollars (\$2,185,577.65) (the “Purchase Price”), not including any monthly fees that may accumulate between the signing of this agreement and the Closing Date.

3. Payment of the Closing Purchase Price. On the Closing Date, Valley District shall deliver to Assignee the Purchase Price, less the Holdback (defined below) and any monthly fees accumulated as of the Closing Date other than the Current Fees, in full by wire transfer

of immediately available funds to bank account(s) designated by Assignee through written instructions provided to Valley District before the Closing.

4. Holdback. An amount equal to five percent (5%) of the Purchase Price ("Holdback") shall be paid to Assignee one hundred eighty (180) days following the Closing, subject to the payment conditions set forth herein. The Holdback shall be used to pay for any claims, actions, encumbrances, fines or expenses (whether actual or threatened) of any kind ("Claims") related to ownership of the Capacity by EnerTech and Assignee. Valley District shall provide Assignee written notice of any Claim within five (5) days of receipt of such Claim. Upon receipt of the notice of Claim, Assignee shall have five (5) days to respond to Valley District in writing indicating whether Assignee will fully satisfy or defend the Claim or if Assignee will not cure the Claim. If Assignee notifies Valley District that it will satisfy or defend the Claim, it shall have a reasonable amount of time to take appropriate steps to resolve the Claim. If Assignee elects not to cure or defend the Claim, Valley District shall have the right to use all or any portion of the Holdback to satisfy the Claim. Valley District's sole and exclusive recourse and remedy to satisfy a Claim or to recover for breach of any representations or warranties made by Assignee herein shall be the Holdback pursuant to this Section 4. At the end of the Holdback period, the remaining balance of the Holdback, if any, shall be paid to Assignee in accordance with the same payment procedures set forth in Section 3.

5. Valley District's Representations and Warranties. Valley District hereby represents and warrants to Assignee that all of the following statements are true, accurate and correct as of the Effective Date and will be correct and complete as of the Closing Date as though made then:

a. Valley District is a California municipal water district, duly organized and validly existing under the laws of the State of California. Valley District has all necessary power and authority to enter into this Agreement and all other documents that Valley District is required to execute and deliver hereunder and holds all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefor; and

b. Valley District has all requisite power and authority to perform its obligations hereunder. The execution, delivery and performance by Valley District of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Valley District. This Agreement, when executed and delivered by Valley District, will be duly and validly executed and delivered and will be the valid and binding obligations of Valley District, enforceable against Valley District, except as limited by applicable bankruptcy, moratorium and other laws of general application affecting enforcement of creditors' rights generally. Neither the execution and delivery of this Agreement by Valley District, nor the performance by Valley District of its obligations under this Agreement, will (i) result in a material violation or breach of, or permit any third party to rescind any term or provision of, or constitute a default under, any loan, note, indenture, mortgage, deed of trust, security agreement or material contract, license, lease or other agreement to which Valley District is a party or by which Valley District is currently bound, or (ii) to the best of Valley District's knowledge, violate any law, statute, rule or regulation or order, writ, judgment, injunction or decree of any court, administrative agency or government body applicable to Valley District.

6. Assignee's Representations and Warranties. Assignee hereby represents and warrants to Valley District that all of the following statements are true, accurate and correct as of the Effective Date and will be correct and complete as of the Closing Date as though made then:

a. Assignee is a California limited liability company, duly organized and validly existing under the laws of the State of California. Assignee has all necessary power and authority to enter into this Agreement and all other documents that Assignee is required to execute and deliver hereunder and holds all permits, licenses, orders and approvals of all federal, state and local governmental or regulatory bodies necessary and required therefor;

b. Assignee has all requisite power and authority to perform its obligations hereunder. The execution, delivery and performance by Assignee of this Agreement, and the consummation of all the transactions contemplated hereby, have been duly and validly authorized by Assignee. This Agreement, when executed and delivered by Assignee, will be duly and validly executed and delivered and will be the valid and binding obligations of Assignee, enforceable against Assignee, except as limited by applicable bankruptcy, moratorium and other laws of general application affecting enforcement of creditors' rights generally;

c. To the best of Assignee's knowledge, no consents, licenses, approvals or authorizations of, or registrations or declarations with, any governmental authority, bureau, agency or commission, or any third party, are required to be obtained (other than the SAWPA Consent and the Lender Release) or made by Assignee in connection with the execution, delivery, performance, validity and enforceability of this Agreement; and

d. The Lender Lien (defined below) is the only lien, encumbrance or security interest on the Capacity of which Assignee is aware, and as of the Closing Date Assignee shall have acquired the Lender Release. If any Claims on the Capacity arise between the Effective Date and the Closing Date, then Assignee shall obtain a release or pay such Claims; provided however, that the Holdback shall be the sole and exclusive source of recovery to resolve such Claims, and it should be used pursuant to the terms and conditions set forth in Section 4.

7. AS-IS Transaction. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 6 OF THIS AGREEMENT, ASSIGNEE MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE CAPACITY OR THE DISCHARGE AGREEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, ASSIGNEE HAS NOT GIVEN, WILL NOT BE DEEMED TO HAVE GIVEN AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE CAPACITY. ACCORDINGLY, THE CAPACITY SHALL BE TRANSFERRED TO VALLEY DISTRICT AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

8. Mutual and General Release. Except for rights and obligations arising or preserved under this Agreement, upon the Closing Date, Valley District, on the one hand, and Assignee, on the other hand hereby withdraw, release, remise, forgive, acquit, settle, compromise and

forever discharge their respective shareholders, members, affiliates, agents, representatives, professionals, successors and assigns (and with respect to the Valley District's release of Assignee, also including the Trustee, the Bondholders and Development Specialists, Inc.), from any and all claims, demands, debts, liabilities, contracts, obligations, accounts, torts, causes of action, or claims for relief of whatever kind or nature, whether known or unknown or suspected or unsuspected by the releasing party, which this same releasing party may have, claim to have, or have at any time heretofore had or claimed to have had, or that may hereafter accrue against any of these released parties by reason of any transaction, occurrence, act, or omission alleged in, arising from, related to or connected with the Discharge Agreement or any other business dealings, by whomever asserted, whether at this time known or suspected, unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, that may presently exist or arise in the future, in law or in equity

9. Waiver of California Civil Code § 1542. It is further understood and agreed by the Parties that all rights under section 1542 of the California Civil Code, and any similar law of any state or territory of the United States, are hereby waived as to claims which those parties released do not know or suspect to exist at the time they execute this Agreement. This section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

10. Consent of SAWPA. Valley District's rights and obligations with respect to the Capacity are governed by SAWPA under the SARI Capacity Agreement dated June 6, 2006, by and between Valley District and SAWPA, and as such, Valley District's obligations hereunder are conditioned upon the written consent of SAWPA approving the sale and transfer contemplated in this Agreement (the "SAWPA Consent").

11. Release of Lender's Lien. Valley District's obligations hereunder are conditioned upon Assignee securing release of all liens (the "Lender Release") encumbering the Capacity asserted by Deutsche Bank National Trust Company, solely in its capacity as trustee (the "Trustee") pursuant to that certain Indenture of Trust, dated as of March 1, 2007 (as amended, the "Indenture") for the benefit of itself and the Bondholders (as defined in the Indenture) (the "Lender Lien"). Notwithstanding the foregoing, the Lender Lien shall attach to the proceeds of the sale.

12. Closing. The closing of the transaction contemplated by this Agreement ("Closing") shall occur (a) five (5) days from the receipt by Valley District and Assignee of SAWPA's written consent to the transaction contemplated herein; and (b) concurrently upon Valley District's receipt of the Lender Release ("Closing Date"); provided, however, that if the Closing Date has not occurred on or before June 1, 2014, either Valley District or Assignee may terminate this Agreement by providing written notice to the other Party.

13. Termination of Discharge Agreement. As of the Closing Date, the Parties hereby acknowledge and agree that the Discharge Agreement shall be terminated and discharged, and shall be of no further force or effect.

14. [Reserved]

15. Expenses. Each of the Parties hereto shall bear its own expenses (including without limitation attorneys' fees) in connection with the negotiation and consummation of the transaction contemplated hereby. For the avoidance of any doubt, nothing in this Section 15 alters any separate fee or indemnification arrangement between the Trustee and the Bondholders.

16. [Reserved]

17. Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the Parties.

18. Notices. Any notice pursuant to this Agreement shall be given in writing by: (a) personal delivery; (b) reputable overnight delivery service with proof of delivery; (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested; or (d) electronic mail or legible facsimile transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as a Party may designate by written notice sent in accordance with this Section. Notices sent in accordance with this Section shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of electronic mail or facsimile transmission, as of the date of the electronic mail or facsimile transmission provided that an original of such electronic mail or facsimile is also sent to the intended addressee by means described in clauses (a), (b), or (c) above. Unless changed, the addresses for notices given pursuant to this Agreement are as follows:

If to Assignee:

California Assignments, LLC,
Wells Fargo Center
333 South Grand Avenue Suite 4070
Los Angeles, CA 90071-1544
Attention: Matt Sorenson
Telephone: 213-617-2717
Email: msorenson@dsi.biz

With copy to:

Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd., Suite 1300
Los Angeles, CA 90067
Attention: Jeff N. Pomerantz and Teddy M. Kapur
Telephone: 310-277-6910
Email: jpomerantz@pszjlaw.com and tkapur@pszjlaw.com

If to Valley District:

San Bernardino Valley Municipal Water District

380 East Vanderbilt Way
San Bernardino, California 92408
Attn: Douglas D. Headrick, General Manager

With copy to:

Varner & Brandt LLP
3750 University Avenue, Suite 610
Riverside, California 92501
Attn: Bruce D. Varner, Esq.
Telephone No. (951) 274-7777
Facsimile No. (951) 274-7770
Email: bruce.varner@varnerbrandt.com

If to the Trustee:

Deutsche Bank National Trust Company
100 Plaza One, 6th Floor
Mail Stop JCY03-0699
Jersey City, NJ 07311-3901
Attention: Stanley Burg, Vice President
Email: stan.burg@db.com

With copy to:

Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, New York 10036
Attention: Leo T. Crowley, Peter Baumgaertner, and Margot Erlich
Telephone: (212) 858-1000
Fax: (212) 858-1500
Email: leo.crowley@pillsburylaw.com, peter.baumgaertner@pillsburylaw.com, and
margot.erlich@pillsburylaw.com

With an additional copy to Bondholders:

O'Melveny & Meyers LLP
400 South Hope Street
Los Angeles, CA 90071
Attention: Evan Jones
Telephone: 213-430-6236
Email: ejones@omm.com

19. Entire Agreement. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the Parties pertaining to such subject matter. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

20. Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify, or discharge it in whole or in part unless such executory agreement is in writing and is signed by the Parties against whom enforcement of any waiver, change, modification, or discharge is sought.

21. Further Assurances. Each Party agrees that it will execute and deliver such other documents and take such other action, whether before or after Closing, as may be reasonably requested by the other Party to consummate the transaction contemplated by this Agreement, provided, however that Assignee shall not be required to incur any material costs in connection with its obligations under this Section 21. The provisions of this Section shall survive Closing.

22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any Party.

23. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State in California. The exclusive venue for any legal action arising out of this Agreement shall be in San Bernardino County, California. Valley District and Assignee agree that the provisions of this Section survive the Closing or any termination of this Agreement.

24. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Assignee, the Trustee (for its benefit and the benefit of the Bondholders) and Valley District only and are not for the benefit of any other party; and, accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

25. Counterparts. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

26. Electronic Signatures. In order to expedite the transaction contemplated by this Agreement, signatures may be delivered by facsimile or electronic means. Assignee and Valley District hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

District,

Valley District:

San Bernardino Valley Municipal Water
a California municipal water district

By: _____
Name: _____
Its: _____

Assignee:

California Assignments, LLC,
in its sole and limited capacity as assignee for
the benefit of creditors of EnerTech
Environmental California, LLC,

By: Development Specialists, Inc.
Its: Sole and Managing Member

By: _____
Name: Matthew P. Sorenson
Its: Vice President

EXHIBIT "A"
Capacity

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AMOUNT PAID BY ENERTECH FOR BRINE LINE CAPACITY**

<u>DATE</u>	<u>DESCRIPTION</u>	<u>PIPELINE CAPACITY</u>	<u>TREATMENT AND DISPOSAL CAPACITY</u>	<u>TOTAL AMOUNT PAID</u>
10/18/2007	220,000 gallons per day (gpd) with a maximum wastewater quality of 30 mg/l Biochemical Oxygen Demand (BOD) and 30 mg/l Total Suspended Solids (TSS).	825,000.00	1,084,183.00	1,909,183.00
10/15/2010	70 mg/l of BOD Treatment and Disposal Capacity in the Brine Line System		338,083.00	338,083.00
2/28/2011	70 mg/l of TSS Treatment and Disposal Capacity in the Brine Line System		207,270.50	207,270.50
12/12/2011	80,000 gallons per day (gpd) Pipeline Capacity and Treatment and Disposal Capacity	300,000.00	253,460.00	553,460.00
		<u>1,125,000.00</u>	<u>1,882,996.50</u>	<u>3,007,996.50</u>

AFTER AMENDMENT THREE:

Total amount owned by Enertech is 300,000 gpd Pipeline Capacity and Treatment and Disposal Capacity with a maximum wastewater quality of 73.4 mg/l BOD and 73.4 mg/l TSS.

EXHIBIT "B"
Current Fees

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVOICES FOR ENERTECH ENVIRONMENTAL CALIFORNIA LLC
FEES ASSOCIATED WITH THE INLAND EMPIRE BRINE LINE**

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT
6/30/2012	2422	CORRECTION BILLING - 12/11 - 6/12	1,920.80
6/30/2012	2412	APR 2012 - JUNE 2012 SERVICES	32,534.59
9/7/2012	2423	JULY 2012 SERVICES	11,612.15
9/7/2012	2424	AUGUST 2012 SERVICES	12,154.13
11/9/2012	2435	SEPTEMBER 2012 SERVICES	8,136.13
11/9/2012	2436	OCT 1 - 4, 2012 SERVICES	1,601.79
			<u>67,959.59</u>
2/8/2013	2484	OCT 5 - DEC 31, 2012	18,716.76
6/14/2013	2508	JAN - MAR 2013	12,280.80
6/14/2013	2509	APR - JUNE 2013 - FIXED FEES	11,998.80
		JULY - SEPT 2013 - FIXED FEES	13,270.50
		OCT 2013	4,423.50
		NOV 2013	4,423.50
		DEC 2013	4,423.50
		JAN 2014	4,423.50
		FEB 2014	4,423.50
		MAR 2014	4,423.50
		SAMPLING FEES - JULY 2010 - DEC 2012	13,392.00
			<u>96,199.80</u>
		TOTAL	<u>164,159.45</u>

CONTINUED MONTHLY FEES

FIXED PIPELINE CAPACITY FEES	1,461.00
FIXED TREATMENT CAPACITY FEES	<u>2,962.50</u>
	<u><u>4,423.50</u></u>



Date: April 20, 2016

Prepared By: Jack Nelson, Assistant General Manager

Subject: Notice of Completion for the Construction Contract with Dustin Smith Equipment, DSE Grading and Demo for the Demotion of the Building, Basement and Foundation at 35192 Cedar Street Avenue, Yucaipa

Recommendation: That the Board authorizes the filing of the Notice of Completion.

At the regular meeting on February 3, 2016, the Board awarded a construction contract to Dustin Smith Equipment, DSE Grading and Demo for a sum not to exceed \$19,900 for demotion of the building, basement and foundation at 35192 Cedar Street Avenue, Yucaipa (APN 0303-232-17). [Director Memorandum No. 16-012].

The project is now complete and there are no change orders. Therefore, staff recommends that the Notice of Completion be filed for this project.

Record Without Fee
Per Govt. Code 6103

Recording Requested By:
Yucaipa Valley Water District

And When Recorded Mail To:
Yucaipa Valley Water District
P.O. Box 730
Yucaipa, CA 92399

SPACE ABOVE THIS LINE FOR RECORDERS USE

NOTICE OF COMPLETION

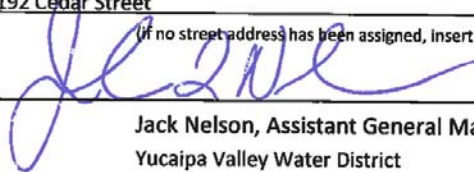
Project Number/CMMS Number: WO 65-17469
Director Memorandum Number for Authorization: DM 16-012
Director Memorandum Number for Notice of Completion: DM 16-041

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.
Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest in the property hereinafter described:
2. The full name of the owner is Yucaipa Valley Water District
3. The full address of the owner is 12770 Second Street, Yucaipa, CA 92399
4. The Nature of the Interest or Estate of the Undersigned is: In Fee
5. A work performed hereinafter described was completed on March 30, 2016. The work done was: Demolition of Building, Basement & Foundation
6. The name of the contractor for such work was: Dustin Smith Equipment, DSE Grading and Demo
February 3, 2016
(Date of Contract)
7. The property on which said work was complete in the City of Yucaipa
County of San Bernardino, State of CA, and is described as APN: 0303-232-17
8. The street address of said property is 35192 Cedar Street

(if no street address has been assigned, insert "none")

Dated April 14, 2016


Jack Nelson, Assistant General Manager
Yucaipa Valley Water District

Verification

I, the undersigned, say: I am the General Manager of the Declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the comments thereof; the same is true to my knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on April 20, 2016 at Yucaipa, CA.

Joseph B. Zoba, General Manager
Yucaipa Valley Water District



Date: April 20, 2016

Prepared By: Joseph Zoba, General Manager

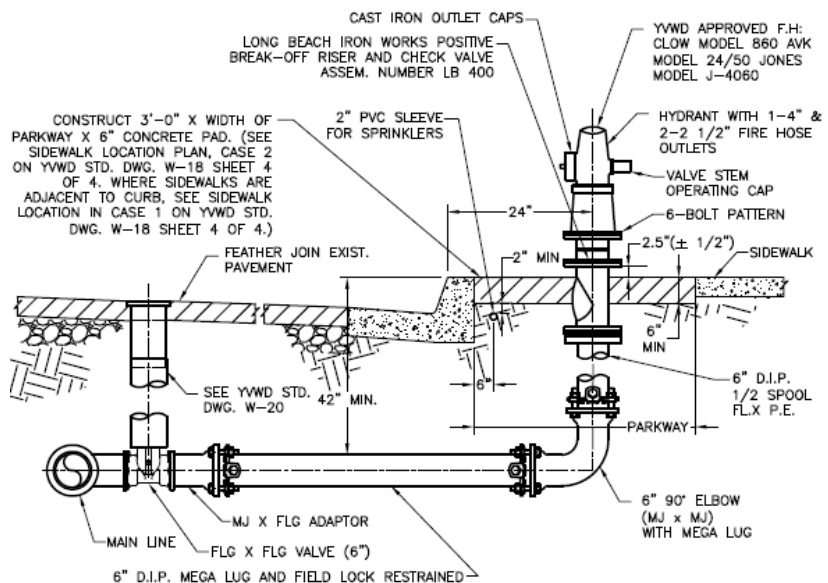
Subject: Consideration of Resolution No. 2016-14 Authorizing the Installation of Fire Hydrants for Improved Fire Suppression in Public Right-of-Ways to Protect Existing Structures and Customers of the Yucaipa Valley Water District

Recommendation: That the Board provides suggested modifications to the draft resolution if needed and then adopts Resolution No. 2016-14.

The Yucaipa Valley Water District works closely with our customers when new fire hydrants are required by the Fire Marshal to protect existing structures. Typically, when an addition, alteration, enlargement or reconstruction of a structure equals or exceeds 50% of the existing structure, the Fire Marshal will review the spacing of existing fire hydrants to make sure all existing and proposed structures are properly protected.

If a new fire hydrant is required on-site to protect the structures, the cost of the infrastructure is the responsibility of the property owner. However, if a new fire hydrant is required in the public right-of-way, then there is a greater benefit to the public and neighbors. In this case, the cost of installing a new fire hydrant to reduce the gap between existing fire hydrants may not be the sole responsibility of the property owner since there is a benefit to others in the community.

At the board workshop on April 12, 2016, the District staff discussed the concept of helping to facilitate the installation of fire hydrants in areas where the distance between fire hydrants impedes the ability of the fire department to properly respond to fires. The attached policy authorizes the District staff to reduce the distance between fire hydrants when structural improvements are proposed by a private property owner. The District would require a letter from the Fire Marshal documenting the need for an additional fire hydrant and information about the proposed structural improvement. Based on this information, the District staff would plan, design, and install a new fire hydrant consistent with the current fire hydrant standard.



The draft resolution includes several exceptions that have been designed to reduce manipulation of the proposed policy that may result in 'gaming the system', or providing a gift of public funds. The specific exceptions in the draft resolution are provided below.

This resolution does not obligate or commit the Yucaipa Valley Water District to incur expenses or provide funding for the following:

- a. Installation of on-site fire suppression hydrants or sprinklers;*
- b. Fire hydrants required for new single lot or multiple lot developments;*
- c. Fire hydrants required for existing structures or new development on parcels that do not receive drinking water service from the Yucaipa Valley Water District;*
- d. Drinking water distribution system improvements required for increased flow (pipelines/boosters) and/or storage (reservoirs) for fire suppression; and*
- e. Recycled water system improvements;*
- f. Any expenses incurred by property owners or contractors; and*
- g. Fire suppression required for improvements and/or projects associated with public agencies or institutions that directly or indirectly have fire authority such as the County of San Bernardino, County of Riverside, City of Yucaipa, or the City of Calimesa.*

The District staff encourages comments to the proposed resolution as part of your consideration prior to adoption.

RESOLUTION NO. 2016-14**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT
AUTHORIZING THE INSTALLATION OF FIRE HYDRANTS FOR IMPROVED FIRE
SUPPRESSION IN PUBLIC RIGHT-OF-WAYS TO PROTECT EXISTING
STRUCTURES AND CUSTOMERS OF YUCAIPA VALLEY WATER DISTRICT**

Whereas, the Yucaipa Valley Water District is a special district (Gov. Code §56036) formed as a County Water District (Water Code §30000) for the local performance of governmental and proprietary functions within specific boundaries.

Whereas, the Yucaipa Valley Water District maintains and operates drinking water, sewer, recycled water and brineline related infrastructure that is necessary to protect public health, safety and property in the region; and

Whereas, the requirements related to the specific location and distance between fire hydrants in public right-of-ways have changed over the past several decades due to improved public policies administered by the local fire marshals; and

Whereas, the Board of Directors of the Yucaipa Valley Water District recognize that the installation of fire hydrants may be required by the fire marshal as a result of improvements to existing structures, yet the installation of newly required, off-site fire hydrants (installed in the public right-of-way) directly benefit the community.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED, that the Board of Directors of the Yucaipa Valley Water District hereby authorizes the General Manager as follows:

1. In cases whereby the Fire Marshal requires in writing the installation of a new fire hydrant in the public right-of-way to protect an existing structure as a result of a room addition or similar structural improvement on a private property, the General Manager is authorized to direct the Yucaipa Valley Water District staff members to install a new fire hydrant(s) in the public right-of-way to reduce the spacing between existing fire hydrants for the benefit of the community.
2. This resolution does not obligate or commit the Yucaipa Valley Water District to incur expenses or provide funding for the following:
 - a. Installation of on-site fire suppression hydrants or sprinklers;
 - b. Fire hydrants required for new single lot, or multiple lot developments;
 - c. Fire hydrants required for existing structures or new development on parcels that do not receive drinking water service from the Yucaipa Valley Water District;
 - d. Drinking water distribution system improvements required for increased flow (pipelines/boosters) and/or storage (reservoirs) for fire suppression; and
 - e. Recycled water system improvements;
 - f. Any expenses incurred by property owners or contractors; and
 - g. Fire suppression required for improvements and/or projects associated with public agencies or institutions that directly or indirectly have fire authority such as the

County of San Bernardino, County of Riverside, City of Yucaipa, or the City of Calimesa.

3. The implementation of this policy is expected to be site specific and the execution of the policy by the General Manager is understood to be dynamic given a wide variety of potential situations. Therefore, there shall be no precedence established at any time for any reason and the Board of Directors of the Yucaipa Valley Water District reserve the right to retroactively/proactively change, modify, or rescind this resolution at any time at their sole discretion.

PASSED, APPROVED and ADOPTED this 20th day of April 2016.

YUCAIPA VALLEY WATER DISTRICT

ATTEST:

Lonni Granlund, President Board of Directors

Joseph B. Zoba, General Manager

DRAFT

Board Reports & Director Comments



Yucaipa Valley Water District

Director Comments



Yucaipa Valley Water District



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

Service Area Size: 40 square miles (sphere of influence is 68 square miles)

Elevation Change: 3,140 foot elevation change (from 2,044 to 5,184 feet)

Number of Employees: 5 elected board members
62 full time employees

Operating Budget: Water Division - \$13,397,500
Sewer Division - \$11,820,000
Recycled Water Division - \$537,250
Total Annual Budget - \$25,754,750

Number of Services: 12,434 water connections serving 17,179 units
13,559 sewer connections serving 20,519 units
64 recycled water connections

Water System: 215 miles of drinking water pipelines
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
12,000 ac-ft annual water demand (3.9 billion gallons)
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

Sewer System: 8.0 million gallon treatment capacity - current flow at 4.0 mgd
205 miles of sewer mainlines
5 sewer lift stations
4,500 ac-ft annual recycled water prod. (1.46 billion gallons)

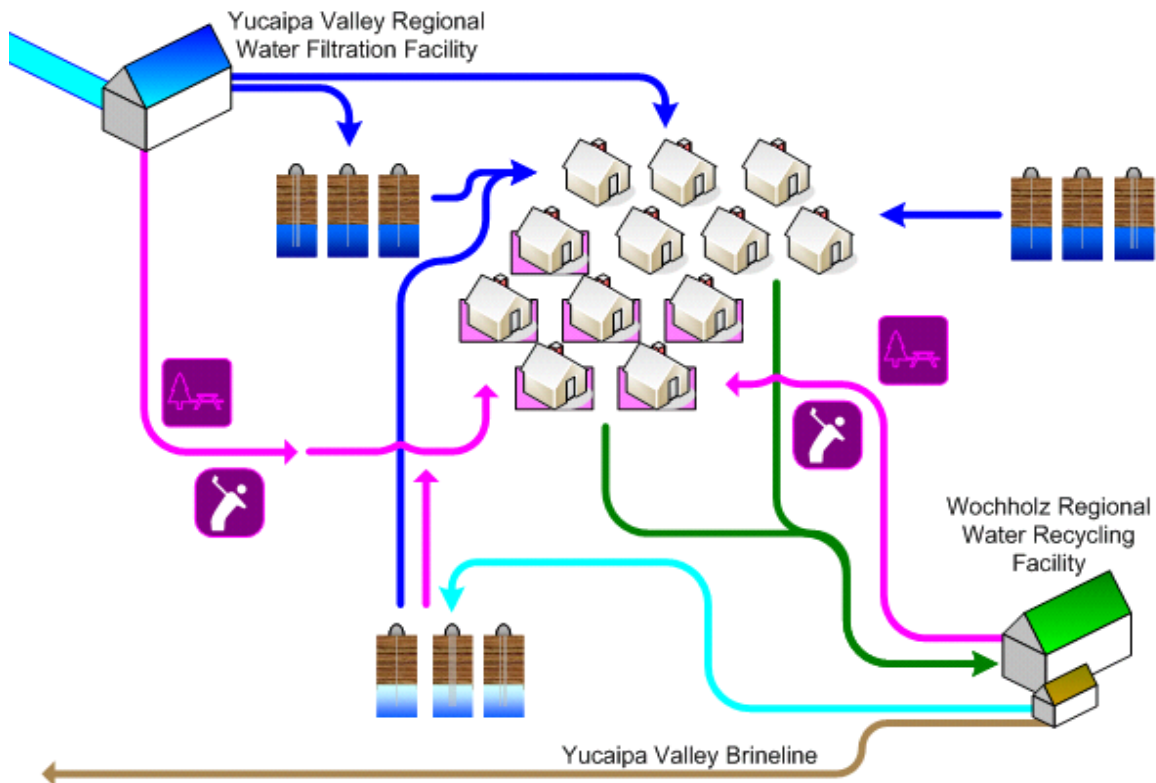
Recycled Water: 22 miles of recycled water pipelines
5 reservoirs - 12 million gallons of storage
1,200 ac-ft annual recycled demand (0.4 billion gallons)

Brine Disposal: 2.2 million gallon desalination facility at sewer treatment plant
1.108 million gallons of Inland Empire Brine Line capacity
0.295 million gallons of treatment capacity in Orange County

State Water Contractors: San Bernardino Valley Municipal Water District
San Geronimo Pass Water Agency



Sustainability Plan: A Strategic Plan for a Sustainable Future: The Integration and Preservation of Resources, adopted on August 20, 2008.





THE MEASUREMENT OF WATER PURITY

One part per hundred is generally represented by the percent (%).
This is equivalent to about fifteen minutes out of one day.

One part per thousand denotes one part per 1000 parts.
This is equivalent to about one and a half minutes out of one day.

One part per million (ppm) denotes one part per 1,000,000 parts.
This is equivalent to about 32 seconds out of a year.

One part per billion (ppb) denotes one part per 1,000,000,000 parts.
This is equivalent to about three seconds out of a century.

One part per trillion (ppt) denotes one part per 1,000,000,000,000 parts.
This is equivalent to about three seconds out of every hundred thousand years.

One part per quadrillion (ppq) denotes one part per 1,000,000,000,000,000 parts.
This is equivalent to about two and a half minutes out of the age of the Earth (4.5 billion years).





GLOSSARY OF COMMONLY USED TERMS

Every profession has specialized terms which generally evolve to facilitate communication between individuals. The routine use of these terms tends to exclude those who are unfamiliar with the particular specialized language of the group. Sometimes jargon can create communication cause difficulties where professionals in related fields use different terms for the same phenomena.

Below are commonly used water terms and abbreviations with commonly used definitions. If there is any discrepancy in definitions, the District's Regulations Governing Water Service is the final and binding definition.

Acre Foot of Water - The volume of water (325,850 gallons, or 43,560 cubic feet) that would cover an area of one acre to a depth of 1 foot.

Activated Sludge Process – A secondary biological sewer treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen, and consume dissolved nutrients in the wastewater.

Annual Water Quality Report - The document is prepared annually and provides information on water quality, constituents in the water, compliance with drinking water standards and educational material on tap water. It is also referred to as a Consumer Confidence Report (CCR).

Aquifer - The natural underground area with layers of porous, water-bearing materials (sand, gravel) capable of yielding a supply of water; see Groundwater basin.

Backflow - The reversal of water's normal direction of flow. When water passes through a water meter into a home or business it should not reverse flow back into the water mainline.

Best Management Practices (BMPs) - Methods or techniques found to be the most effective and practical means in achieving an objective. Often used in the context of water conservation.

Biochemical Oxygen Demand (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

Biosolids – Biosolids are nutrient rich organic and highly treated solid materials produced by the sewer treatment process. This high-quality product can be used as a soil amendment on farm land or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

Catch Basin – A chamber usually built at the curb line of a street, which conveys surface water for discharge into a storm sewer.

Capital Improvement Program (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

Collector Sewer – The first element of a wastewater collection system used to collect and carry wastewater from one or more building sewer laterals to a main sewer.

Coliform Bacteria – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere and is generally used as an indicator of sewage pollution.

Combined Sewer Overflow – The portion of flow from a combined sewer system, which discharges into a water body from an outfall located upstream of a wastewater treatment plant, usually during wet weather conditions.

Combined Sewer System– Generally older sewer systems designed to convey both sewage and storm water into one pipe to a wastewater treatment plant.

Conjunctive Use - The coordinated management of surface water and groundwater supplies to maximize the yield of the overall water resource. Active conjunctive use uses artificial recharge, where surface water is intentionally percolated or injected into aquifers for later use. Passive conjunctive use is to simply rely on surface water in wet years and use groundwater in dry years.

Consumer Confidence Report (CCR) - see Annual Water Quality Report.

Cross-Connection - The actual or potential connection between a potable water supply and a non-potable source, where it is possible for a contaminant to enter the drinking water supply.

Disinfection By-Products (DBPs) - The category of compounds formed when disinfectants in water systems react with natural organic matter present in the source water supplies. Different disinfectants produce different types or amounts of disinfection byproducts. Disinfection byproducts for which regulations have been established have been identified in drinking water, including trihalomethanes, haloacetic acids, bromate, and chlorite

Drought - a period of below average rainfall causing water supply shortages.

Dry Weather Flow – Flow in a sanitary sewer during periods of dry weather in which the sanitary sewer is under minimum influence of inflow and infiltration.

Fire Flow - The ability to have a sufficient quantity of water available to the distribution system to be delivered through fire hydrants or private fire sprinkler systems.

Gallons per Capita per Day (GPCD) - A measurement of the average number of gallons of water use by the number of people served each day in a water system. The calculation is made by dividing the total gallons of water used each day by the total number of people using the water system.

Groundwater Basin - An underground body of water or aquifer defined by physical boundaries.

Groundwater Recharge - The process of placing water in an aquifer. Can be a naturally occurring process or artificially enhanced.

Hard Water - Water having a high concentration of minerals, typically calcium and magnesium ions.

Hydrologic Cycle - The process of evaporation of water into the air and its return to earth in the form of precipitation (rain or snow). This process also includes transpiration from plants, percolation into the ground, groundwater movement, and runoff into rivers, streams and the ocean; see Water cycle.

Infiltration – Water other than sewage that enters a sewer system and/or building laterals from the ground through defective pipes, pipe joints, connections, or manholes. Infiltration does not include inflow. See *Inflow*.

Inflow - Water other than sewage that enters a sewer system and building sewer from sources such as roof vents, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm drains and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include infiltration. See *Infiltration*.

Inflow / Infiltration (I/I) – The total quantity of water from both inflow and infiltration.

Mains, Distribution - A network of pipelines that delivers water (drinking water or recycled water) from transmission mains to residential and commercial properties, usually pipe diameters of 4" to 16".

Mains, Transmission - A system of pipelines that deliver water (drinking water or recycled water) from a source of supply the distribution mains, usually pipe diameters of greater than 16".

Meter - A device capable of measuring, in either gallons or cubic feet, a quantity of water delivered by the District to a service connection.

Overdraft - The pumping of water from a groundwater basin or aquifer in excess of the supply flowing into the basin. This pumping results in a depletion of the groundwater in the basin which has a net effect of lowering the levels of water in the aquifer.

Peak Flow – The maximum flow that occurs over a specific length of time (e.g., daily, hourly, instantaneously).

Pipeline - Connected piping that carries water, oil or other liquids. See Mains, Distribution and Mains, Transmission.

Point of Responsibility, Metered Service - The connection point at the outlet side of a water meter where a landowner's responsibility for all conditions, maintenance, repairs, use and replacement of water service facilities begins, and the District's responsibility ends.

Potable Water - Water that is used for human consumption and regulated by the California Department of Public Health.

Pressure Reducing Valve - A device used to reduce the pressure in a domestic water system when the water pressure exceeds desirable levels.

Pump Station - A drinking water or recycled water facility where pumps are used to push water up to a higher elevation or different location.

Reservoir - A water storage facility where water is stored to be used at a later time for peak demands or emergencies such as fire suppression. Drinking water and recycled water systems will typically use concrete or steel reservoirs. The State Water Project system considers lakes, such as Shasta Lake and Folsom Lake to be water storage reservoirs.

Runoff - Water that travels downward over the earth's surface due to the force of gravity. It includes water running in streams as well as over land.

Sanitary Sewer System - Sewer collection system designed to carry sewage, consisting of domestic, commercial, and industrial wastewater. This type of system is not designed nor intended to carry water from rainfall, snowmelt, or groundwater sources. See *Combined Sewer System*.

Sanitary Sewer Overflow – Overflow from a sanitary sewer system caused when total wastewater flow exceeds the capacity of the system. See *Combined Sewer Overflow*.

Santa Ana River Interceptor (SARI) Line – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the sewer treatment plant operated by Orange County Sanitation District.

Secondary Treatment – Biological sewer treatment, particularly the activated-sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

Supervisory Control and Data Acquisition (SCADA) - A computerized system which provides the ability to remotely monitor and control water system facilities such as reservoirs, pumps and other elements of water delivery.

Service Connection - The water piping system connecting a customer's system with a District water main beginning at the outlet side of the point of responsibility, including all plumbing and equipment located on a parcel required for the District's provision of water service to that parcel.

Sludge – Untreated solid material created by the treatment of sewage.

Smart Irrigation Controller - A device that automatically adjusts the time and frequency which water is applied to landscaping based on real-time weather such as rainfall, wind, temperature and humidity.

Special District - A political subdivision of a state established to provide a public services, such as water supply or sanitation, within a specific geographic area.

Surface Water - Water found in lakes, streams, rivers, oceans or reservoirs behind dams.

Total Suspended Solids (TSS) – The amount of solids floating and in suspension in water or sewage.

Transpiration - The process by which water vapor is released into the atmosphere by living plants.

Trickling Filter – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in primary treated sewage as it trickles over them.

Underground Service Alert (USA) - A free service that notifies utilities such as water, telephone, cable and sewer companies of pending excavations within the area (dial 8-1-1 at least 2 working days before you dig).

Urban Runoff - Water from city streets and domestic properties that typically carries pollutants into the storm drains, rivers, lakes, and oceans.

Valve - A device that regulates, directs or controls the flow of water by opening, closing or partially obstructing various passageways.

Wastewater – Any water that enters the sanitary sewer.

Water Banking - The practice of actively storing or exchanging in-lieu surface water supplies in available groundwater basin storage space for later extraction and use by the storing party or for sale or exchange to a third party. Water may be banked as an independent operation or as part of a conjunctive use program.

Water cycle - The continuous movement water from the earth's surface to the atmosphere and back again; see Hydrologic cycle.

Water Pressure - Pressure created by the weight and elevation of water and/or generated by pumps that deliver water to the tap.

Water Service Line - The pipeline that delivers potable water to a residence or business from the District's water system. Typically the water service line is a 1" to 1½" diameter pipe for residential properties.

Watershed - A region or land area that contributes to the drainage or catchment area above a specific point on a stream or river.

Water Table - The upper surface of the zone of saturation of groundwater in an unconfined aquifer.

Water Transfer - A transaction, in which a holder of a water right or entitlement voluntarily sells/exchanges to a willing buyer the right to use all or a portion of the water under that water right or entitlement.

Water Well - A hole drilled into the ground to tap an underground water aquifer.

Wetlands - Lands which are fully saturated or under water at least part of the year, like seasonal vernal pools or swamps.

Wet Weather Flow – Dry weather flow combined with stormwater introduced into a combined sewer system, and dry weather flow combined with infiltration/inflow into a separate sewer system.





COMMONLY USED ABBREVIATIONS

AQMD	Air Quality Management District
BOD	Biochemical Oxygen Demand
CARB	California Air Resources Board
CCTV	Closed Circuit Television
CWA	Clean Water Act
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
FOG	Fats, Oils, and Grease
GPD	Gallons per day
MGD	Million gallons per day
O & M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
POTW	Publicly Owned Treatment Works
PPM	Parts per million
RWQCB	Regional Water Quality Control Board
SARI	Santa Ana River Inceptor
SAWPA	Santa Ana Watershed Project Authority
SBVMWD	San Bernardino Valley Municipal Water District
SCADA	Supervisory Control and Data Acquisition system
SSMP	Sanitary Sewer Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
TMDL	Total Maximum Daily Load
TSS	Total Suspended Solids
WDR	Waste Discharge Requirements
YVWD	Yucaipa Valley Water District