

### Notice and Agenda of a Board Workshop

Tuesday, August 30, 2016 at 4:00 p.m.

MEETING LOCATION: District Administration Building

12770 Second Street, Yucaipa

MEMBERS OF THE BOARD: Director Ken Munoz, Division 1

Director Bruce Granlund, Division 2

Director Jay Bogh, Division 3

Director Lonni Granlund, Division 4 Director Tom Shalhoub, Division 5

### I. Call to Order

**II. Public Comments** At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the meeting agenda.

### III. Staff Report

### IV. Presentations

- A. Presentation by the United States Geological Survey Regarding Groundwater Recharge and Future Research of the Yucaipa Basin [Workshop Memorandum No. 16-122 Page 5 of 94]
- B. Overview of the California Drought and Yucaipa Valley Water District's Action Plan Related to the State Water Resources Control Board Water Conservation Restrictions [Workshop Memorandum No. 16-123 Page 6 of 94]

### V. Operational Updates

A. Status Report on the Operation of the Recycled Water Filling Station for Customers of the Yucaipa Valley Water District [Workshop Memorandum No. 16-124 - Page 31 of 94]

### 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. 16-125 Page 35 of 94]
- B. Status Report on the Construction of Interim Recycled Water Booster Station RWB 12.4 [Workshop Memorandum No. 16-126 Page 37 of 94]

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Erin Anton 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 workshop 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 <a href="https://www.yvwd.dst.ca.us">www.yvwd.dst.ca.us</a>

### VII. Development Projects

A. Overview of Development Agreement No. 2016-06 to Provide Sewer Service to Parcel Map No. 19751 (Assessor's Parcel Number 0300-193-27) [Workshop Memorandum No. 16-127 - Page 41 of 94]

### VIII. Administrative Issues

- A. Overview of a Land Lease Agreement with the City of Redlands for a Groundwater Monitoring Facility [Workshop Memorandum No. 16-128 Page 48 of 94]
- B. Overview of a Denial of Claim Related to Driveway Damage from Water Leaks Bob and Barbara Brown [Workshop Memorandum No. 16-129 Page 73 of 94]
- C. Consideration of Changing the Regular Meeting Dates for Yucaipa Valley Water District Board Meetings and Workshops [Workshop Memorandum No. 16-130 Page 84 of 94]

### IX. Director Comments

### X. Adjournment

### **Staff Report**



### **Presentations**





### ucaipa Valley Water District Workshop Memorandum 16-122

Date: August 30, 2016

Subject: Presentation by the United States Geological Survey Regarding

**Groundwater Recharge and Future Research of the Yucaipa Basin** 

The San Bernardino Valley Municipal Water District has been working closely with the United States Geological Survey for several ongoing studies in the Yucaipa Basin. The purpose of the USGS study in the Yucaipa area is to better understand and evaluate the management of local water resources and the use of water imported from northern California.

At the board workshop, Greg Mendez a Hydrologist with the United States Geological Survey will provide information about the unique characteristics of the Yucaipa Basin and ongoing research in our area.



### ucaipa Valley Water District Workshop Memorandum 16-123

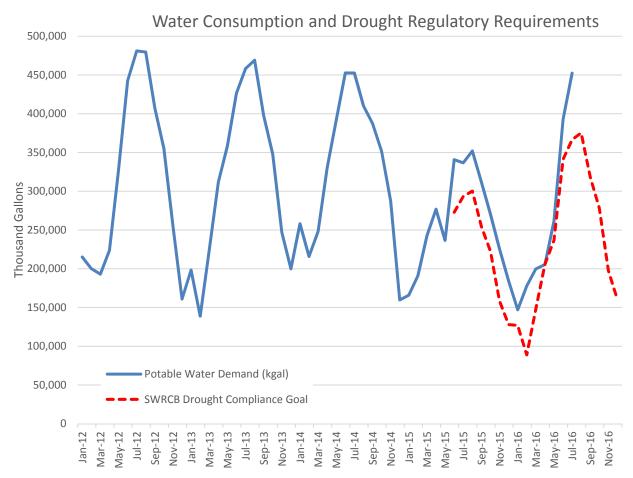
Date: August 30, 2016

Subject: Overview of the California Drought and Yucaipa Valley Water District's

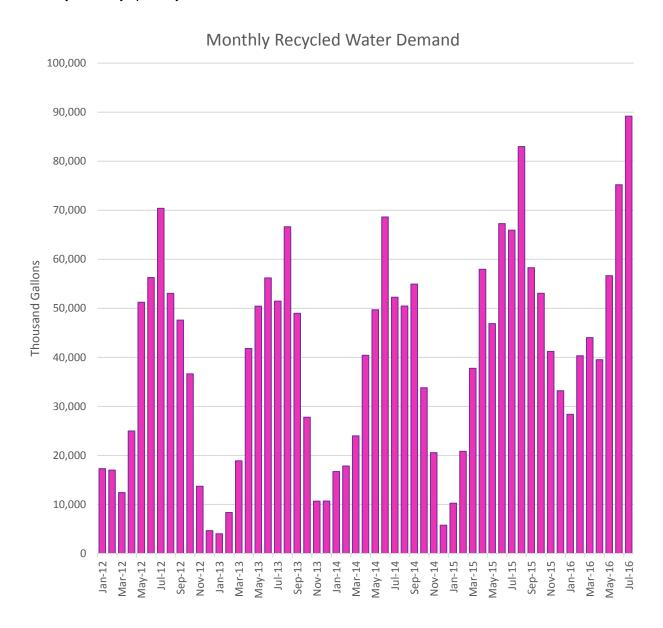
Action Plan Related to the State Water Resources Control Board Water

**Conservation Restrictions** 

On May 5, 2015, the State Water Resources Control Board ("SWRCB") adopted emergency regulations to achieve a 25% statewide reduction in potable urban water use. These stringent water use regulations required the Yucaipa Valley Water District to achieve a 36% reduction from the amount of drinking water produced in 2013. In March 2016, the SWRCB modified the emergency water conservation requirements for Yucaipa Valley Water District to a 34% reduction from the amount of drinking water produced in 2013. In June 2016, the District self-certified a water conservation reduction of 20%. Each level of regulated water conservation requirement is illustrated in the chart below as the red-dashed line.



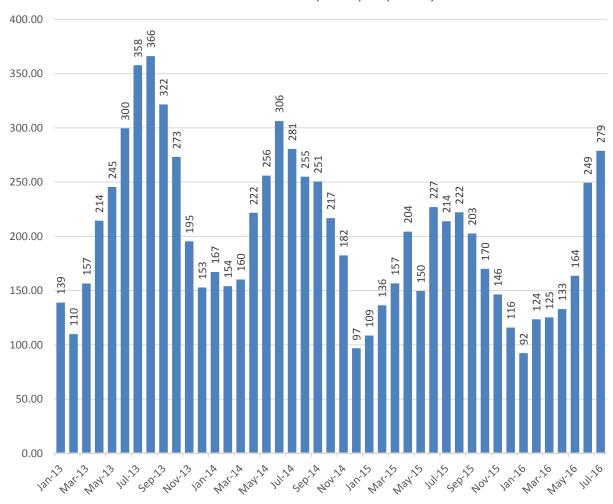
During the current drought, the Yucaipa Valley Water District has been able to increase the amount of recycled water delivered throughout our service area. The chart below shows the monthly delivery quantity to District customers.



The customers of the Yucaipa Valley Water District responded accordingly and significantly reduced the amount of drinking water consumed per person. As shown below, the per capita drinking water consumption dropped significantly from 366 R-GPCD<sup>1</sup> in August 2013 to 222 R-GPCD in August 2015, representing a decrease of 39%. However, due to the hot weather this summer and the eased water conservation requirements statewide, the R-GPCD jumped significantly.

<sup>&</sup>lt;sup>1</sup> R-GPCD - Residential gallons per capita per day.

### Monthly Water Consumption Residential Gallons per Capita per Day





### Self-Certification of Supply Reliability for Three Additional Years of Drought Pursuant to Section 864.5 of Title 23 of the California Code of Regulations for the Yucaipa Valley Water District

### Supporting Analysis and Calculations June 20, 2016

### **Background**

On April 1, 2015, Governor Brown issued Executive Order B-29-15 that directed the State Water Resources Control Board to impose water supplier restrictions to achieve a statewide 25 percent reduction in potable urban usage through February 2016. As a result of this Executive Order, the Yucaipa Valley Water District was required to achieve an emergency water conservation standard of 36% based on a reported Residential Gallons per Capita per Day (R-GPCD) of 265.0 for the period of July 2014 to September 2014. The regulations were approved by the State of California, Office of Administrative Law on May 18, 2015 and required compliance with the emergency water conservation standard through February 2016.

On November 13, 2015, Governor Brown issued Executive Order B-36-15 that directed the State Water Resources Control Board to extend water conservation restrictions until October 31, 2016 if drought conditions persist through January 2016. The State of California, Office of Administrative Law subsequently approved regulations that provided more flexibility to urban water suppliers by considering specific factors that influence water use throughout California. The regulations changed the emergency water conservation standard for the Yucaipa Valley Water District from a 36% conservation standard to a 34% conservation standard based on monthly water use during the same month in Calendar Year 2013.

On May 9, 2016, Governor Brown issued Executive Order B-37-16 that directed the State Water Resources Control Board to extend water conservation restrictions through January 2017 and make adjustments in recognition of the differing water supply conditions throughout California. This Executive Order is based on the likelihood that drought conditions will likely continue for the foreseeable future and additional action by both the State Water Resources Control Board and local water suppliers will be necessary to prevent waste and the unreasonable use of water. Based on the recently released regulations, Urban Water Retail Suppliers are required to develop a localized "stress test" approach to ensure at least a three year supply of water is available to customers under the ongoing drought conditions.

The Yucaipa Valley Water District recognizes the importance of the newly enacted regulations and has based the data sources and calculations on the following requirements and assumptions:

- The current conditions to use in the self-certification calculations are as of October 1, 2016.
- The precipitation in Water Year 2017 mirrors that of Water Year 2013, precipitation in Water Year 2018 mirrors that of Water Year 2014, precipitation in Water Year 2019 mirrors that of Water Year 2015. (Section 864.5(b)(1)). Only precipitation data from the California Data Exchange Center (e.g., <a href="http://cdec.water.ca.gov/cgi-progs/prevprecip/PRECIPOUT">http://cdec.water.ca.gov/cgi-progs/prevprecip/PRECIPOUT</a>), or CIMIS station data or an equivalent source may be used. **Do not average precipitation**.

State Water Resources Control Board – Self-Certification Statement Yucaipa Valley Water District – June 20, 2016

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- There are no temporary change orders that increase the availability of water to any urban water supplier are issued by the State Water Resources Control Board in the next three years.
- Potable water supply only includes sources of supply available to the supplier that could realistically be
  used for potable drinking water purposes during the time period identified in the regulation.
- If a water source is not of sufficient quality to be realistically treated and use as potable water by the water retailer, it shall not be included as a water supply.
- Consider requirements and assumptions that are used that impact supply reliability, for example, in the
  case of groundwater, if your water agency has its own requirement not to lower the water level of an
  aquifer below a certain amount, provide an explanation in the "Notes and comments".
- Groundwater: use the quantity of groundwater that is accessible, without addition of new wells or completion of treatment projects that would fall outside the three-year projection period (2016-17 through 2018-19).
- If new diversions or treatment equipment or facilities will come on-line between now until the end of Water Year 2019, sufficient evidence must be provided to indicate is it going to be implemented (e.g., funds have been allocated, contract with a builder has been approved).
- If a water supply is dedicated for another purpose (e.g., agriculture) and is therefore committed for another use, it is not available and shall be subtracted for the subtotal of water supplies.
- Identify all sources of data used (e.g., "our water product information is from Supervisor Control and Data Acquisition (SCADA)" and include a link to the source and identify a pinpoint citation to the pertinent information).
- Provide supporting documentation the covers each water source. For example, when the amount of water
  obtained from one river is summed in one number and there are multiple diversion or treatment points,
  then the supporting documentation shall describe each diversion and/or treatment point and the amount
  of water from each that are summed together and equal the amount on the worksheet.
- Recycled water for purple pipe systems is not a potable supply and is not included as a supply on Worksheet 1. You may use the "Notes and Comments" section in this section to describe non-potable recycled water

Given the requirements and assumptions above, the Yucaipa Valley Water District decided to take a conservative approach by adding <u>additional stress to the anticipated water sources of supply</u> thereby implementing a proactive water conservation strategy for our community. Without the certainty of knowing what the future holds for our water resources, it is prudent and reasonable to increase the probability of severe/extreme drought conditions in California.

### **Determine the Annual Total Potable Water Demand**

### Available Water Supplies - Wholesaler Supplied

The Yucaipa Valley Water District relied upon water production data generated monthly by the Water Resources Department to tabulate the amount of potable water production in calendar year 2013 and calendar year 2014. The total amount of potable water produced by the Yucaipa Valley Water District is provided below.

	Potable Water	Potable Water	Calculated Annual
	Production for	Production for	Potable Water
	Calendar Year 2013	Calendar Year 2014	Demand
Potable Water Production (acre feet)	12,040	12,011	12,026

### Estimate the Annual Total Potable Water Supply

The Yucaipa Valley Water District receives imported water from two State Water Contractors: San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency.





Both State Water Contractors have provided the Yucaipa Valley Water District with anticipated water deliveries for Water Years 2017, 2018, and 2019 as shown below:

	San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency	Total Wholesale Supply by Water Year
Water Year 2017 (acre feet)	7,763	500	8,263
Water Year 2018 (acre feet)	4,324	500	4,824
Water Year 2019 (acre feet)	4,997	500	5,497
Total Anticipated Supply (acre feet)	17,084	1,500	18,584

Internet reference for San Bernardino Valley Municipal Water District: <a href="http://www.sbvmwd.com/home/showdocument?id=4188">http://www.sbvmwd.com/home/showdocument?id=4188</a>
Internet reference for San Gorgonio Pass Water Agency: <a href="http://www.sqpwa.com/wp-content/uploads/2016/06/SWRCB-Emergency-conservation-Regs-Three-Year-Projection-June-2016.pdf">http://www.sqpwa.com/wp-content/uploads/2016/06/SWRCB-Emergency-conservation-Regs-Three-Year-Projection-June-2016.pdf</a>

In order to perform the "stress test" of the water supply sources based on the SWRCB criteria outlined above, the Yucaipa Valley Water District reduced the anticipated quantity of imported supply included in SWRCB Worksheet 1: Total Available Water Supply for Individual Water Supplier to represent an average of the lowest two years of imported water projected to be delivered to Yucaipa Valley Water District by the San Bernardino Valley Municipal Water District [7,763 + 4,324 + 4,997 = 17,084 / 3 = 4,661 acre feet per year]. This conservative approach will directly reduce the calculated imported water supply from the San Bernardino Valley Municipal Water District by 3,101 acre feet over the next three years [17,084 – 13,983 = 3,101].

	San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency	Total Wholesale Supply by Water Year
Water Year 2017 (acre feet)	<del>7,763</del> <u>4,661</u>	500	<del>8,263</del> <u>5,161</u>
Water Year 2018 (acre feet)	<del>4,324</del> 4,661	500	<del>4,824</del> 5,161
Water Year 2019 (acre feet)	<del>4,997</del> 4,661	500	<del>5,497</del> 5,161
Total Anticipated Supply (acre feet)	<del>17,08</del> 4 <u>13,983</u>	1,500	<del>18,58</del> 4 <u>15,483</u>

The calculated reduction in imported water does not mean the water supply will not be used by the Yucaipa Valley Water District. Rather, by de-obligating the dependency of 3,101 acre feet of imported water supply, the Yucaipa Valley Water District will purchase this water supply and recharge the local groundwater supply to hedge against unexpected water supply issues during the next three years, or to reduce the impacts of future drought conditions beyond Water Year 2019.

### Available Water Supplies - Surface Water Sources

The Yucaipa Valley Water District receives potable water from the Oak Glen Surface Water Filtration Facility. Based on the SWRCB criteria outlined above, the quantity of potable water for the "Stress test" will be less than the anticipated quantity of potable water received from these surface water sources of supply.

	Anticipated Quantity of Potable Water from the Oak Glen Surface Water Filtration Facility	"Stress Test" Quantity of Potable Water from the Oak Glen Surface Water Filtration Facility
Water Year 2017 (acre feet)	240	220
Water Year 2018 (acre feet)	229	220
Water Year 2019 (acre feet)	234	220
Total Anticipated Supply (acre feet)	703	660

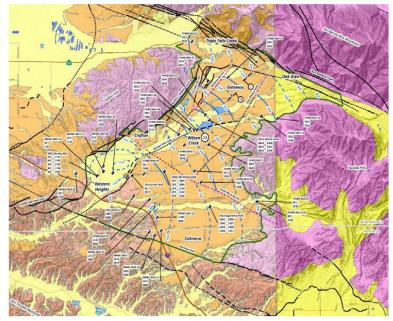
The Yucaipa Valley Water District believes that based on the criteria required for the self-certification, the quantity of water provided by the Oak Glen Surface Water Filtration Facility will be consistent at 220 acre feet per year for the next three water years. The difference between the anticipated quantity of potable water from surface water sources of 43 acre feet [703 acre feet – 660 acre feet = 43 acre feet] will provide additional surface water supplies that can be recharged into the local groundwater supply for future use.

### Available Water Supplies - Local Groundwater Water Sources

The Yucaipa Valley Water District produces groundwater from local groundwater basins. In recent years, the following quantity of local groundwater was produced by the Yucaipa Valley Water District:

- Calendar Year 2013:
  - 7,243 acre feet
- Calendar Year 2014:
  - 9,027 acre feet
- Calendar Year 2015:
  - o 4,905 acre feet

Based on the SWRCB criteria outlined above, the quantity of potable water for the "Stress test" from groundwater sources will be based on the least amount of water received from groundwater sources of supply over the past three years, or 4,905 acre feet per year. By reducing the reliance on local



groundwater supplies for the next three years, the Yucaipa Valley Water District estimates that approximately 1,500 acre feet to 2,000 acre feet of groundwater can be saved each year for future use. The specific quantity depends on the amount of groundwater produced by other water producers that have access to the Yucaipa Groundwater Basins.

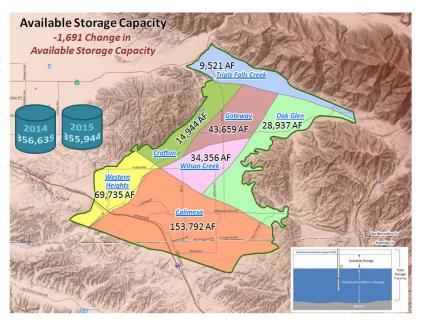
State Water Resources Control Board – Self-Certification Statement Yucaipa Valley Water District – June 20, 2016

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	"Stress Test" Quantity of Treated Water from local groundwater sources
Water Year 2017 (acre feet)	4,905
Water Year 2018 (acre feet)	4,905
Water Year 2019 (acre feet)	4,905
Total Anticipated Supply (acre feet)	14,715

The Yucaipa Valley Water District believes that based on the criteria required for the self-certification, the 4,905 acre feet of groundwater produced per year will result in sustainable groundwater levels and a possibility that groundwater levels may increase throughout the Yucaipa basin area.

The reduction in groundwater production over the past two years has resulted in more groundwater in storage. For example, from calendar year 2014 to calendar year 2015, the change in storage space above the groundwater table decreased from 356,635 acre feet to 355,944 acre feet. This is a good indicator that an additional 1,691 acre feet of groundwater was



saved in the local groundwater basin. Additional information about the Yucaipa Basin area and the reports prepared by the Yucaipa Valley Water District can be downloaded from the following link:

http://documents.yvwd.dst.ca.us/government/california/self-certification/140417 yucaipa sy full report geoscience.pdf

On June 15, 2016, the Yucaipa Valley Water District Board of Directors authorized the continuation and refinement of the original study. Information about the future anticipated scope of work can be downloaded from the following link:

http://documents.yvwd.dst.ca.us/government/california/self-certification/160615 16-058 geoscience.pdf

These reports provide important groundwater monitoring data that will be available to monitor the conditions of the groundwater basins in the future.



### State Water Resources Control Board Posts 36-Month Urban Water Supply Stress Test Submissions

On May 18, the State Water Resources Control Board adopted a statewide water conservation approach that allows urban water suppliers to replace their prior state-assigned percentage target reduction with a localized "stress test" approach based on a showing of whether they have at least a three-year water supply under extended drought conditions.

The revised emergency regulation followed significantly improved water supply conditions in most of the state and recognition that urban water suppliers are now better positioned to respond to drought impacts following their experiences conserving upwards of 24 percent of their water use over the past 13 months than they were in mid-2015.

The revised regulation requires individual urban water suppliers to self-certify the level of available water supplies they have assuming three additional dry years. Wholesale water agencies were also required to include documentation about how regional supplies would fare under three additional dry years. Both urban water suppliers and wholesale suppliers are required to report the underlying basis for their assertions, and urban water suppliers are required to continue reporting their conservation levels. The State Water Board has not independently verified the information, but reserves the ability to reject certifications later found to be erroneous.

### **Several Benefits to Three Year "Stress Test" Effort**

The purpose of the three-year "stress test" was to acknowledge both the level of water supplies available to different areas, through improved hydrology and/or significant investments in new supplies, e.g., recycled water, groundwater banking, local surface and groundwater storage, desalination, stormwater capture, or other methods. By choosing a three-year conservative planning horizon, the state could step back this year from its unprecedented specific target setting.

Water suppliers that would experience shortage conditions in 2019 under the three-dry-years assumptions must meet a state-imposed conservation standard equal to the shortage level. For example, a supplier with a 12 percent shortage will now have a 12 percent conservation standard. Water suppliers whose submittals show no shortage conditions are limited to their 2013 water use and are encouraged to conserve more.

Submitting a self-certification was optional. Water suppliers that did not submit self-certifications will retain their conservation standard from March 2016, which 32 decided to accept. Others, even if they meet the "stress test," are expected to and have retained either a percentage or other requirement-based conservation program. The State Water Board will continue to monitor and require reporting of water use and conservation results monthly throughout the year.







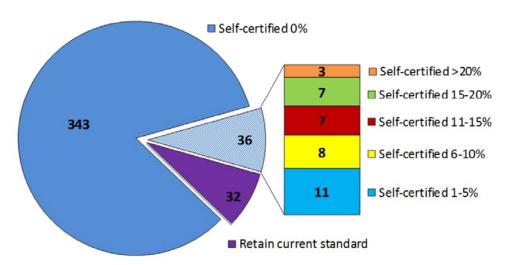
All state-imposed conservation standards will be in place through January 2017, at which point the State Water Board will evaluate water supply conditions and the level of conservation savings and determine whether addition emergency conservation regulations are necessary. Executive Order B-37-16 directs the State Water Board to be prepared to reestablish mandatory conservation levels if conditions warrant.

### **Hundreds of Submitted, Individual Self Certified Tests Reviewed**

State Water Board staff reviewed the self-certification submittals to ensure they were complete, well-documented, and clear. Since the June 22 submission deadline, staff has worked to follow up with suppliers whose self-certifications were inadequate.

Nearly all of the water suppliers that were contacted about an inadequate self-certification furnished additional information. However, nine suppliers' submissions are still inadequate, and these suppliers were issued Informational Orders on August 16, 2016. Those suppliers will have to provide the identified additional information to the State Water Board. Suppliers that do not provide complete self-certifications may have them rejected, and be returned to their March 2016 conservation standard. If a supplier does not respond to an Information Order within 30 days, the supplier may also face monetary penalties.

The majority of suppliers projected sufficient potable water supply under three additional years of drought and passed the "stress test", meaning zero percent state-mandated conservation standard compared to 2013. Thirty-six suppliers identified new conservation standards based on supply shortfall from "stress test" results. Thirty-two urban water suppliers did not submit "stress test" and retain March 2016 conservation standard. The figure below shows the results of the self-certifications and status of conservation standards.



\*The above results include one supplier new to reporting that also submitted "stress test" information, bringing the total number of urban water suppliers to 411.



More than 4.2 million Californians are served by the 68 urban water suppliers that will have a state-mandated conservation standard, either based on the "stress test" results or because suppliers opted to keep their existing conservation standard.

Despite the conservation standard of zero percent, the majority of water suppliers reported water savings in June 2016 compared to June 2013. In the Bay Area, Contra Costa Water District, Dublin San Ramon Services District, and Alameda County Water District are among 17 water suppliers that passed their "stress test" and reported water conservation above 25 percent in June 2016. Additionally, several agencies opted to maintain voluntary conservation standards above the requirements based on the "stress test" results.

The regulation keeps in place the monthly reporting requirements and specific prohibitions against certain water uses. Those prohibitions include watering down a sidewalk with a hose instead of using a broom or a brush, or overwatering a landscape to where water is running off the lawn, over a sidewalk and into the gutter. Prohibitions directed to the hospitality industry also remain in place. Prohibitions against homeowners associations taking action against homeowners during a declared drought remain as well. As directed by Governor Brown's <a href="Executive Order B-37-16">Executive Order B-37-16</a>, the Board will separately take action to make some of these requirements and prohibitions permanent.

The adopted regulation is the result of review of many meetings, written and oral comments from a public workshop on <u>April 20</u> to receive input on conservation needs through the summer and fall, and lessons learned since the Water Board first adopted drought emergency water conservation regulations.

**Governor and Board Actions Achieved Historic Conservation Statewide** In his April 1, 2015 Executive Order, Governor Brown mandated a 25 percent water use reduction by users of urban water supplies across California.

In May 2015, the State Water Board adopted an emergency regulation requiring a cumulative 25 percent reduction in overall potable urban water use over the following 9 months. The May 2015 Emergency Regulation used a sliding scale for setting conservation standards, so that communities that have already reduced their residential gallons per capita per day (R-GPCD) through past conservation had lower mandates than those that had not made such gains since the last major drought. Conservation tiers for urban water suppliers were set between eight percent and 36 percent, based on residential per capita water use for the months of July - September 2014.

During this time, statewide water conservation was <u>unprecedented</u>. In those 10 months alone, the state realized nearly a 24 percent savings in water use as compared to same months in 2013, resulting in some 1.30 million acre-feet of water conserved throughout California, enough to supply 6.5 million people with water for an entire year.



On Feb. 2, 2016, based on Governor Brown's <u>November 2015 Executive Order</u>, the State Water Board approved an updated and extended emergency regulation that continued mandatory reductions through October.

The <u>February 2016 Emergency Regulation</u> responded to calls for continuing the conservation structure that has spurred such dramatic savings, while providing greater consideration of some localized factors that influence water needs around the state: climate differences, population growth and significant investments in new local, drought-resilient water supplies such as potable wastewater reuse and desalination. The February Emergency Regulation was superseded by the Board's May 18 emergency regulation. Under the new reporting structure adopted by the Board May 18, water districts will continue to <u>report water use</u>, but had the option of identifying a new conservation standard based on any shortfall in projected supply over three drought years.

The State Water Board's May 18 emergency regulation responded in part to Governor Brown's May 9, 2016 <a href="Executive Order">Executive Order</a> directing actions aimed at using water wisely, reducing water waste, and improving water use efficiency for the years and decades ahead. The Executive Order, in part, directed the State Water Board to extend the emergency regulations for urban water conservation through the end of January 2017. As called for in his Executive Order, it is anticipated the State Water Board will be working closely with the Department of Water Resources and other agencies to define and establish water efficiency standards for the state to ensure a more reliable water supply and to make state water users more resilient and prepared over the long-term.

(This fact sheet was last updated August 15, 2016)



### **Background**

- Emergency urban water conservation regulation extended and modified in May 2016
- requirements from May 2015 emergency regulation Continued prohibitions and other end-user
- Self-Certification approach for urban water suppliers
- Conservation standard based on "stress-test" of water supply reliability
- Option to keep existing conservation standard

# Self-Certification of Supply Reliability "Stress Test"

- Water supply analysis based on three additional years of drought using 2013-2015 hydrologic conditions
- Use 2013-2014 potable demand levels
- Set conservation standard commensurate with level of shortage at end of third year (2019)
- Wholesale agencies required to provide water availability estimates

### << To add more self-suplied sources, insert as many row System Number\*\* **Projected Supply under "Stress Test"** << Complete groundwater tab Wholesaler information www.wholesaler page Direct Web Link 310.0 700.0 1,910.0 900.0 WY 2018 \* WY 2019 Water Available in 310.0 1,200.0 700.0 2,210.0 User Input or Selection Linked from User Input Worksheet 1: Total available water supply for individual water supplier WY 2017 \* 2,410.0 1,400.0 700.0 310.0 Step 2 of Water Supply Reliability Certification and Data Submission Form \* Any carryover from one year is incorporated in the supply of the following year, as legally allowed. prior years? Select Y/N SUBTOTAL of available supplies (in units selected) (2) Enter information on available water supplies and supplies committed to other uses. << Enter name of urban water supplie << Select units of measure (1) Please select units of measure from the dropdown menu. Readme 1. Worksheet 1 2. Groundwater Wholesaler xx ocal streams Basin xx Surface water: other (describe) WHOLESALER SUPPLIED >> P Surface water: other (describe Surface water: Colorado River Sources of Supply Water Recycling (potable) **Available Water Supplies** User Input Instructions Seawater Desalination Surface water: SWP Surface water: CVP Local Groundwater Other (describe): SELF-SUPPLIED Wholesaler 3 acre feet (AF) Wholesaler 2 Wholesaler 4 Wholesaler 1 Wholesaler 5 Exchanges \_ ▲ ▼

# "Stress Test" Submissions

48 wholesalers provided information

portal/docs/emergency\_reg/wholesale\_websites/wholesale\_websites.pdf http://www.waterboards.ca.gov/water\_issues/programs/conservation\_

- 378 out of 411 urban water suppliers, plus one supplier new to reporting, completed the "stress-test"
- Two aggregated self-certifications:
- San Diego County Water Authority (22 suppliers)
- Water Facilities Authority (5 suppliers; Chino/Ontario area

## **Review Process**

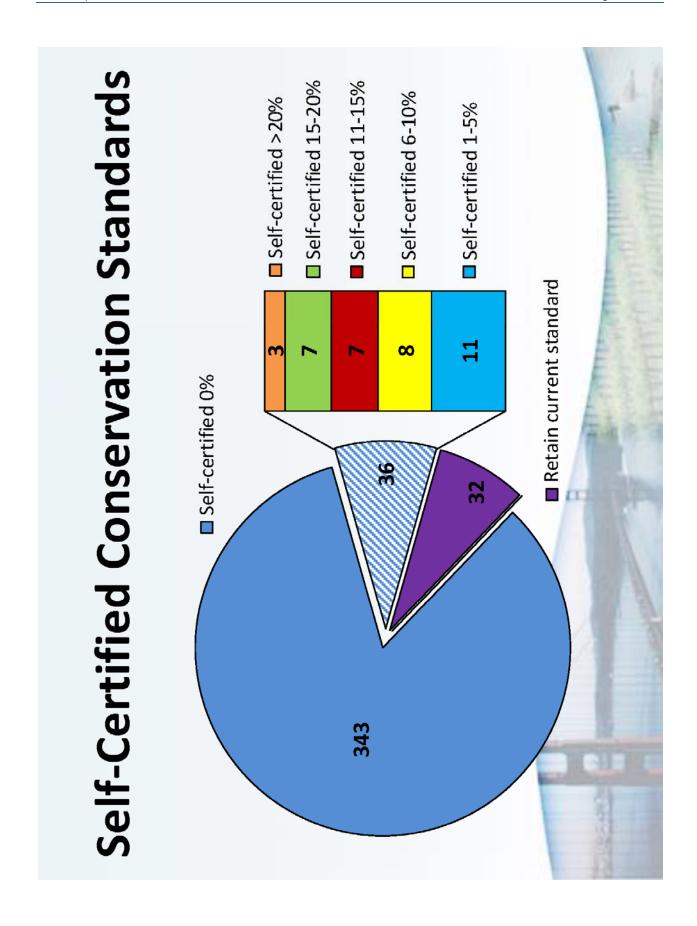
- Outreach to suppliers that did not self-certify
- Review of submissions for completeness and well-documented analysis
- Informal follow-up for required documents and clarifying information
- Nine Information Orders issued to suppliers with incomplete submissions

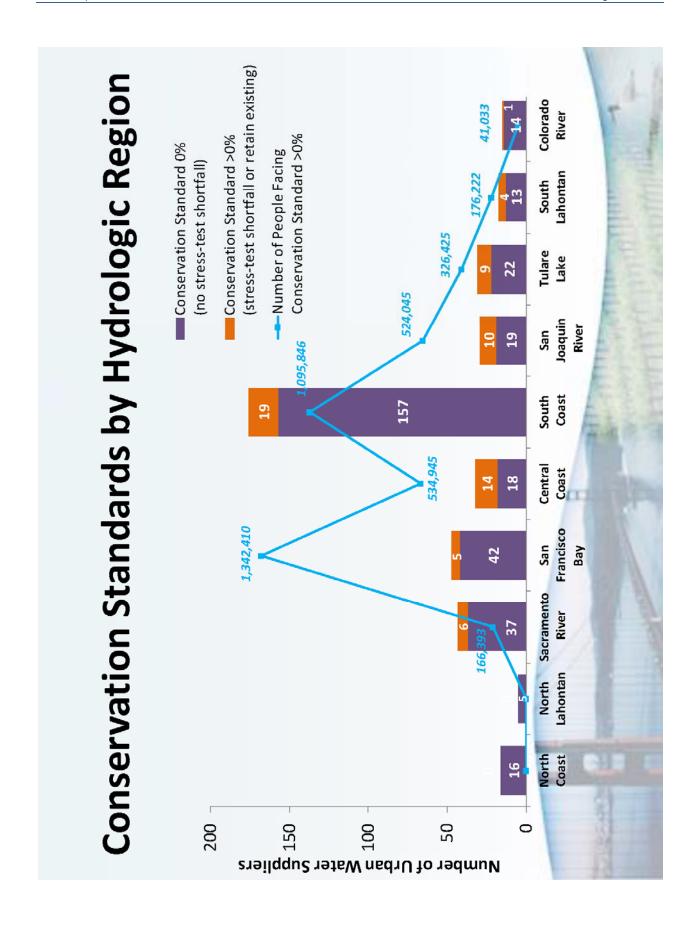
## Review Process

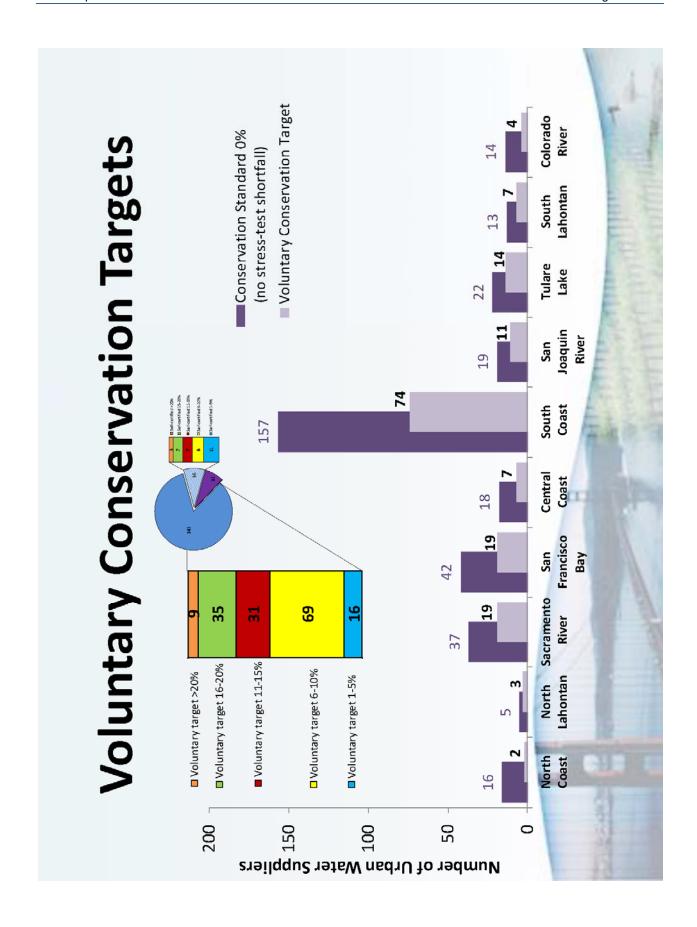
# Examples where follow up was necessary:

- Groundwater availability was unclear
- Calculations did not include supporting documentation
- Water supplier information did not match wholesaler information









### Summary

- 32 suppliers (8 percent) will retain existing standards
- Under three additional years of drought
- 343 suppliers (84 percent) self-certified sufficient supply
- 36 suppliers (8 percent) indicated a supply shortage
- Information Orders to nine suppliers to verify water availability claims or request additional data

### **Next Steps**

- Monitor conservation levels
- Long-term Water Conservation and Efficiency actions
- Board Workshop in October
- Develop permanent water waste prohibitions
- Plan for potential extended emergency regulation to begin February 2017



### **Operational Updates**





### Yucaipa Valley Water District Workshop Memorandum 16-124

Date: August 30, 2016

Subject: Status Report on the Operation of the Recycled Water Filling Station

for Customers of the Yucaipa Valley Water District

On August 5, 2015, the Board of Directors authorized the District staff to proceed with the implementation of a recycled water fill station. On November 2, 2015, the District received a permit to operate the system from the State Water Resources Control Board, Division of Drinking Water.

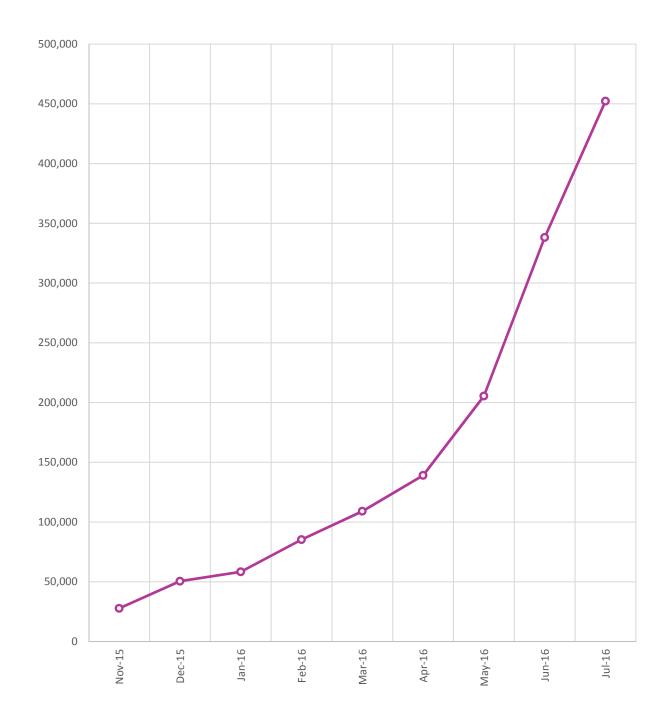
Over the past several months, the District has hosted a series of meetings to train residential customers interested in receiving the recycled water from this facility. The purpose of this workshop item is to provide an update on the operation of the facility.





As of July 30, 2016, the Yucaipa Valley Water District provided 452,000 gallons of recycled water to customers at the recycled water fill station. On Tuesday, August 9, 2016, the 103 trained customers picked up and made use of 500,000 gallons of recycled water!

### Cumulative Quantity of Recycled Water (Gallons)

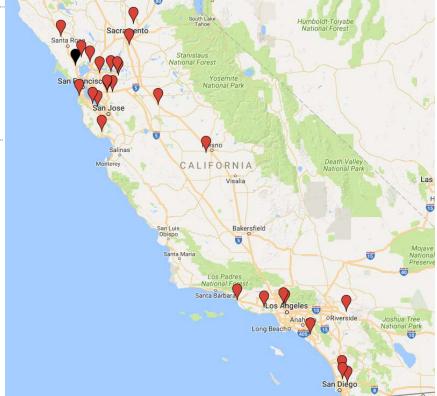




A relatively new website Recycled  $H_2O$  (<a href="http://www.recycledh2o.net/">http://www.recycledh2o.net/</a>) has been created to share information and provide guidance to customers interested in pursuing the use of recycled water for their homes. The District staff will be sending monthly usage information to the operators of the website to maintain an ongoing presence on the site.

### Recycled Water Fill Stations

- Central Contra Costa Sanitary District
- City of Brentwood
- City of Fresno
- City of Livermore
- P Delta Diablo Sanitary District
- Dublin San Ramon Services District: Ple...
- Dublin San Ramon Services District: Dub...
- ▼ Ironhouse Sanitary District
- North Marin Water District
- City of Healdsburg
- Scotts Valley Water District
- ∇ Las Virgenes Triunfo Joint Powers Aut...
- Sonoma Valley County Sanitation District
- Olivehain Municipal Water District
- ▼ Irvine Ranch Water District
- Padre Dam Municipal Water District
- Sacramento Regional County Sanitation.
- North Coast County Water District
- Yucaipa Valley Water District
- City of Roseville
- City of Ventura
- City of American Canyon
- City of Palo Alto
- Los Angeles Department of Water & Po...
- City of Tulock
- City of San Diego
- Redwood City Public Works
- Burbank Water & Power



### **Capital Improvement Projects**

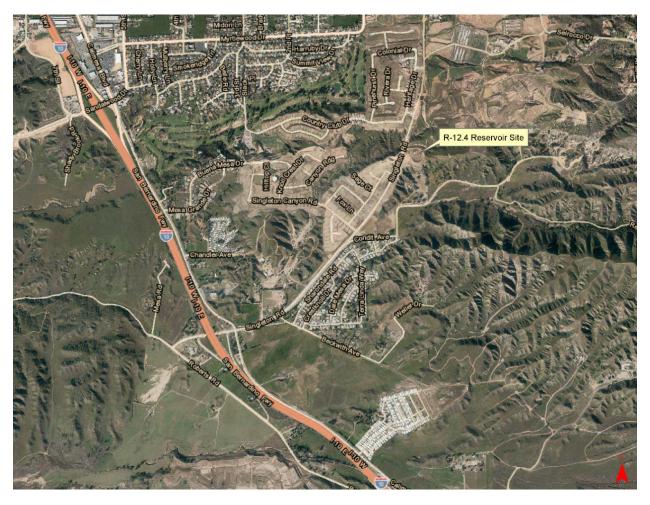


Date: August 30, 2016

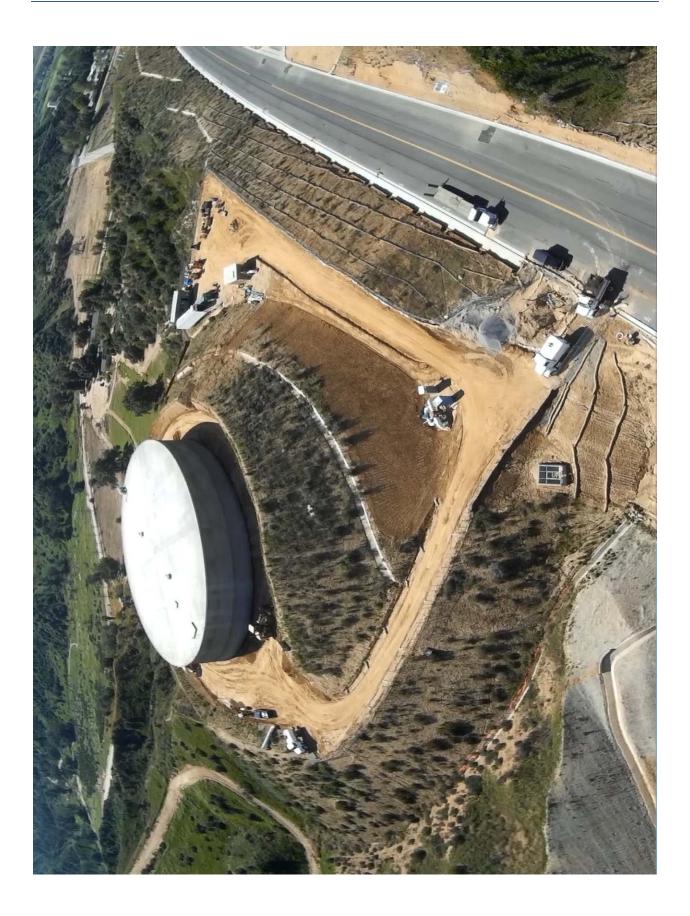
Subject: Status Report on the Construction of a 6.0 Million Gallon Drinking

Water Reservoir R-12.4 - Calimesa

At the regular meeting on July 16, 2014, the Board authorized the solicitation of bids for the construction of a 6.0 Million Gallon R-12.4 Reservoir located on Singleton Road in Calimesa [Director Memorandum No. 14-060]. On November 19, 2014, the Board of Directors awarded the construction contract for the reservoir facility to Gateway Pacific Contractors [Director Memorandum No. 14-091].



The purpose of this agenda item is to provide an update on the progress of the reservoir construction project.





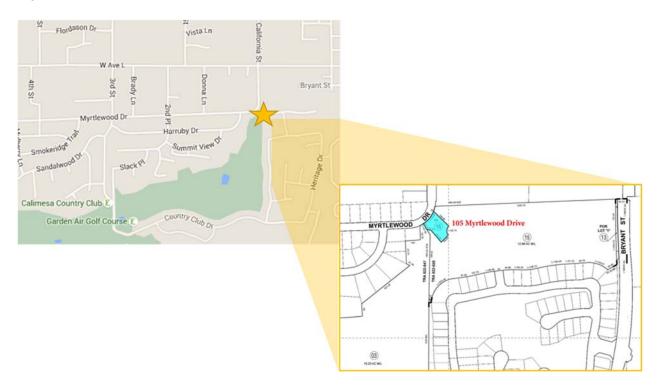
### Yucaipa Valley Water District Workshop Memorandum 16-126

Date: August 30, 2016

**Subject:** Status Report on the Construction of Interim Recycled Water Booster

Station RWB - 12.4

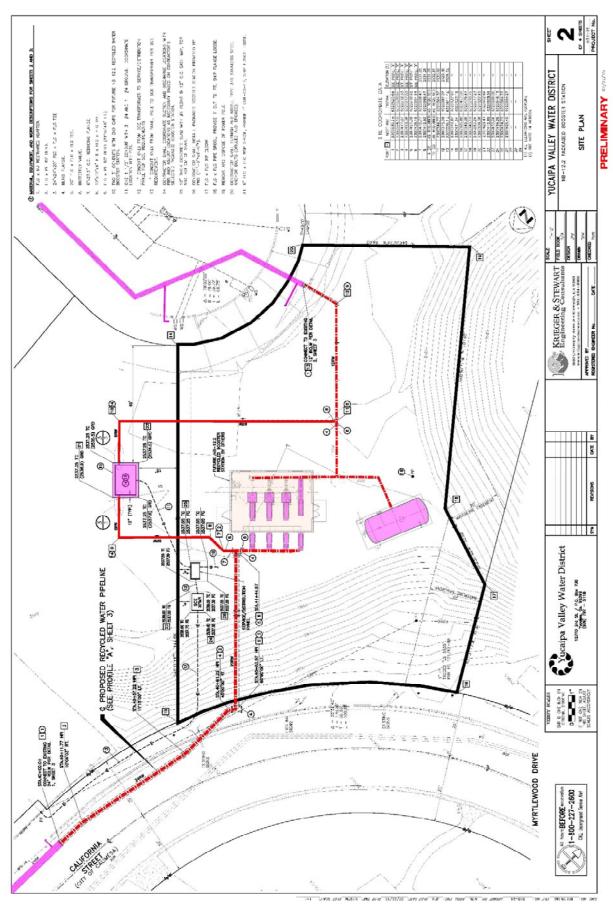
On August 5, 2015, the Board of Directors authorized the District staff to solicit bids for the construction of an interim recycled water booster station at the intersection of Myrtlewood Drive and California Street. The project includes the construction of a 300 gallon per minute prepackaged booster station, approximately 200 linear feet of 24", 20" and 12" piping and electrical work.



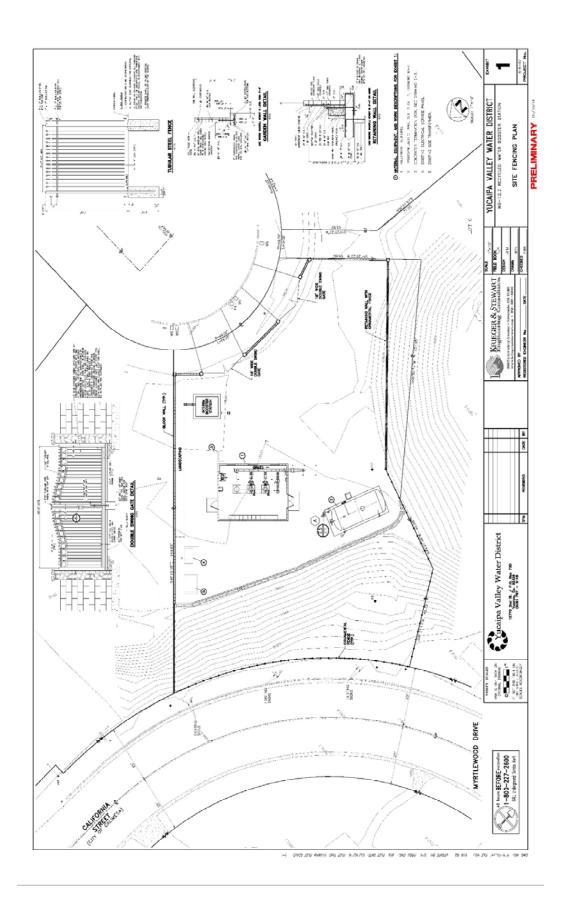
On October 7, 2015, the Board of Directors approved a contract with Weka, Inc. to construct the facility for a sum not to exceed \$317,772.

On May 18, 2016, the Board of Directors authorized the solicitation of bids for security fencing around the site [Director Memorandum No. 16-046].

The purpose of this agenda item is to provide an update on the status of this project.



Yucaipa Valley Water District - August 30, 2016 - Page 38 of 94



# **Development Projects**





### Yucaipa Valley Water District Workshop Memorandum 16-127

Date: August 30, 2016

Subject: Overview of Development Agreement No. 2016-06 to Provide Sewer

Service to Parcel Map No. 19751 (Assessor's Parcel Number 0300-193-

27)

The proposed development consists of a two lot subdivision with the development of a 2,736 square foot architectural design studio/office and a 2,280 square foot warehouse garage on one lot, and the development of a 4,949 square foot office and warehouse building and a 3,960 square foot warehouse building on the second lot through a total of three phases. The project (APN 0300-193-27) is located on the south side of Avenue E, between Dunlap Boulevard and 18<sup>th</sup> Street in the City of Yucaipa, San Bernardino County.

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



AGREEMENT NO. 2016-06

## AGREEMENT TO PROVIDE WATER AND SEWER SERVICE TO THE PRIVATE DEVELOPMENT OF PARCEL MAP NUMBER 19751

This Agreement is made and effective this \_\_7th\_ day of \_\_September\_\_\_, 2016, by and between the YUCAIPA VALLEY WATER DISTRICT, a public agency ("DISTRICT") and \_\_(Darryl Cartozian) \_\_("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:**

DKC Architects, Inc. 1461 Ford Street, Suite 103

Redlands, California 92373 Attn: Darryl Cartozian Telephone: (909) 798-7900 E-Mail: darryl@dkcarch.com

#### **PROJECT OVERVIEW**

This development consists of a two lot subdivision with the development of a 2,736 square foot architectural design studio/office and a 2,280 square foot warehouse garage on one lot, and the development of a 4,949 square foot office and warehouse building and a 3,960 square foot warehouse building on the second lot through a total of three phases. The project consists of APN 0300-193-27 which is located on the south side of Avenue E, between Dunlap Boulevard and 18<sup>th</sup> Street in the City of Yucaipa, San Bernardino County.

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-65-314/Work Order 65-21980.

#### AGREEMENT

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

- 1. During the course of construction, all construction work of the Facilities to be conveyed to, and owned and operated by the DISTRICT ("Facilities"), will be inspected by DISTRICT personnel and/or by DISTRICT's consultants at the sole cost of the DEVELOPER. The DEVELOPER acknowledges that the DISTRICT's inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with 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.
- 2. The DEVELOPER hereby agrees that Facilities shall be planned, designed and constructed, at its sole cost and expense, in accordance with all applicable laws, rules, regulations and policies, including the DISTRICT's Design Manual and Construction Guidelines, 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.
- 3. Prior to proceeding with any construction, the DEVELOPER shall schedule and conduct a preconstruction conference with the DISTRICT's Engineer and/or designees or agents.
- 4. <u>Ownership; Operation and Maintenance</u>: 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 will operate and maintain the Facilities and will provide service to the DEVELOPER's Property in accordance with the DISTRICT's rules and regulations and the provisions of this Agreement.
- a. <u>General Grading and Construction Water Needs</u>: All construction water needs must be obtained from the Western Heights Water Company.
- b. <u>Potable Water</u>: All potable water needs must be obtained from the Western Heights Water Company.
- c. <u>Recycled Water</u>: All landscape irrigation water needs must be obtained from the Western Heights Water Company.
- d. <u>Sewer:</u> The existing lateral off of the 10-inch sewer mainline in Avenue E to APN: 0300-193-27 will be retained by the future Phase III.
  - i. A new commercial lateral (6-inch) will be required to be installed off the 10-inch sewer mainline in Avenue E to serve Phase I and II at the DEVELOPERS expense.
  - The sewer front footage fees for each lot will be due at the time of Building Permit.

- 5. The DEVELOPER shall be solely responsible for the payment to the DISTRICT of all fees, charges, costs and expenses related to this development. In the event of a change in the DISTRICT's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full.
- 6. The DEVELOPER and the DISTRICT agree that the DISTRICT, its employees, agents and officials, shall be fully protected and indemnified from any loss, injury, damage, claim, fine, penalty, 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. 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 herein.
- 7. 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 (6<sup>th</sup>) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, as follows:
  - a. Upon expiration of the recorded map regardless of the decision to extend the expiration date by the land use authority; or
  - b. Immediately, upon abandonment by the DEVELOPER of the DEVELOPER's project and/or the work hereunder; or
  - c. 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.

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 the DEVELOPER, to complete, at the DEVELOPER's non-reimbursable expense, all or a portion of the Facilities constructed pursuant to this Agreement.

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

- 8. This Agreement may be amended in writing signed by both parties.
- 9. However, this Agreement shall not be assignable.
- 10. 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, and either party is intended to be the agent, employee or partner of the other. This Agreement is only for the benefit of the parties to this Agreement, their successors and assigns. No other person or entity shall be entitled to rely on any matter set forth in this Agreement.
- All disputes related to this Agreement shall first be submitted to non-binding mediation.

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

	DEVELOPER	YUCAIPA VALLEY WATER DISTRICT
Ву		Ву
	Print Name	Print Name
		Board President
	Title	Title
		Yucaipa Valley Water District
	Company	Agency

Attachment A - Project Overview Map -1 345 NO. 725 49% 0305~157~98 MGZON G. BRODES 5778 GM-104 1,70 **TENTATIVE PARCEL MAP NO. 19751** M POINT ANN, CADO-191-08 CANO SUNGEY SR. AS PENNE B. SPR. RW-10M BASIS OF BEARINGS CANTERING OF ACTIVE 'E', RETINEN CURLUP MENIC MO THE STILLE, ECHANIC BEING MOTS'S YET'S THE THE BEST SHOTH PROJECT DESCRIPTION

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## **Administrative Issues**





### ucaipa Valley Water District Workshop Memorandum 16-128

Date: August 30, 2016

Subject: Overview of a Land Lease Agreement with the City of Redlands for a

**Groundwater Monitoring Facility** 

On November 4, 2016 the Board of Directors authorized the District staff to contract with Dudek to install groundwater observation wells in the San Timoteo area to characterize the stream patterns [Director Memorandum No. 15-098]. This will involve the installation of cluster wells to allow the District to effectively monitor the groundwater levels throughout San Timoteo. Each well will be instrumented with a pressure transducer to measure the groundwater levels. The water level data will be used to evaluate the relationship between flows in the creek and the local water table.

Several locations have been evaluated to determine the best location for the cluster wells. The City of Redlands has a suitable location downstream of Live Oak Canyon Road.

The attached Land Lease Agreement is required by the City of Redlands to utilize the property for the installation and monitoring of the wells.

#### YUCAIPA VALLEY WATER DISTRICT MONITORING WELL

#### LAND LEASE AGREEMENT

This Monitoring Well Land Lease Agreement (this "Lease") is made and entered into this 20th day of September, 2016 (the "Effective Date"), by and between the City of Redlands, a municipal corporation ("Landlord"), and Yucaipa Valley Water District, a municipal corporation ("Tenant"). Landlord and Tenant are sometimes individually referred to herein as a "Party," and together as the "Parties."

#### **PREAMBLE**

- A. Landlord, for and in consideration of the rent to be paid by Tenant and for the covenants and provisions to be kept and performed by Tenant under this Lease, hereby leases to Tenant for Tenant's sole use, and Tenant agrees to lease from Landlord two approximately four (4) square foot portions (collectively the "Sites" or individually the "Site") of Landlord's real property (the "Property") with Assessor's Parcel No. 0294091620000 located in Redlands, California, 92373, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. A copy of the plan of development of the Sites to be leased by Tenant pursuant to this Lease is attached hereto as Exhibit "B" and incorporated herein by this reference.
- B. The Sites are to be used for one cluster of shallow groundwater observation wells ("Wells") installed for the purpose of collecting information on the interaction between surface water and groundwater to help Tenant assess the potential impacts of its water discharge to San Timoteo Creek (the well cluster is comprised of two individual wells, one drilled to a depth of ten (10) feet below ground level and the other drilled to a depth of twenty (20) feet below ground level). All information collected by Tenant shall be regularly shared with the City of Redlands.

#### AGREEMENT

- Section 1. <u>Drilling Permit</u>. Tenant shall apply for and obtain from Landlord a Drilling Permit, pursuant to the Redlands Municipal Code, Chapter 13.42, "Well Drilling" prior to commencing construction of the Wells. Landlord will cooperate with Tenant in the processing of the Drilling Permit.
- Section 2. Sites Change. If, after the execution hereof, Tenant and Landlord desire to change the location(s) of the Site(s) on the Property, said change in Site(s) location(s) may be made only upon the mutual written consent of the Parties, in which event final approval of the new Site(s) location(s) within the Property shall be made by Tenant and Landlord. Any such agreed upon new Site(s) location(s) on the Property shall be evidenced by an amendment to this Lease.

#### Section 3. Term.

A. Tenant hereby agrees to lease the Sites from Landlord for the rent of Five Hundred Dollars (\$500.00) per year payable within forty-five (45) days of the Effective Date of

this Lease (thereafter payable annually on the anniversary of this Lease) for a term of five (5) years. Rent shall be paid to the City of Redlands or to such other person as Landlord may, from time to time designate by written notice delivered to Tenant. If Tenant fails to receive approval of a Drilling Permit from Landlord, or if Tenant fails to make application for a Drilling Permit within twelve (12) months of the Effective Date of this Lease, this Lease shall immediately terminate with no liability or responsibility by either Landlord or Tenant as to the other and any rent paid by Tenant shall be refunded to Tenant.

B. The Term of this Lease shall be automatically extended for four (4) additional five (5) year terms (each a "Renewal Term") unless this Lease is terminated as otherwise provided for herein. Rent shall be increased at the commencement of each Renewal Term by Twenty Five Percent (25%) of the rent in effect for the previous Term or Renewal Term.

#### Section 4. Use of Sites.

A. Subject to the conditions set forth in the Drilling Permit attached hereto and incorporated herein by reference as Exhibit C, during the Term of this Lease, the Sites shall be used by Tenant for the purpose of drilling, installing, removing, replacing, maintaining, repairing, modifying and operating, at its sole expense, the Wells. Landlord hereby grants Tenant a license for ingress and egress to and from the Property twenty-four (24) hours per day, seven (7) days a week. Tenant acknowledges that the Landlord's primary use of that portion of the San Timoteo Creek, including the Well Sites, is as a nature preserve and agrees to utilize the least intrusive means of accessing and constructing the Wells as is reasonably feasible as more particularly described in the "Well Cluster Construction Summary" included in Exhibit "B." Access shall be over or along an existing unpaved access road (not maintained by Landlord) extending from the nearest public right-of-way, to the Sites and includes use of that road as a temporary staging area during drilling and maintenance operations.

- B. All information collected by Tenant under this agreement relating to water conditions in the San Timoteo Creek shall be shared with Landlord. Such data shall be submitted to Landlord in a summary report prepared by Tenant on a quarterly basis. Reports may be sent by email or other electronic methods.
- <u>Section 5.</u> <u>As Is Condition</u>. Except as otherwise expressly stated herein, Tenant is leasing the Sites in "as is" condition and Landlord does not represent that the Sites are suitable for Tenant's intended use. Tenant is responsible to undertake such due diligence as it deems necessary to determine the condition and suitability of the Sites.
- Section 6. <u>Title and Quiet Possession</u>. Landlord represents and agrees that: (a) it is the owner of the Property; (b) it has the right to enter into this Lease; (c) the person signing this Lease has the authority to sign on behalf of Landlord; and (d) Tenant is entitled to access to and use of the Sites as provided herein throughout the Term of this Lease, as may be extended. Notwithstanding the foregoing, in the event of any situation that poses an emergency (i.e., an immediate threat of substantial harm to persons and/or property) which requires entry onto the Sites by Landlord, Landlord may enter the Sites and take such actions as are required to protect individuals or personal property from such substantial harm or damage; provided, however, that promptly and no later than twenty-four (24) hours after Landlord's entry onto the Site(s), Landlord

shall give Tenant telephonic and written notice of Landlord's entry onto the Site(s). In connection with Landlord's entry, Landlord will use reasonable efforts to minimize any disruption to Tenant's operations at the Property or use of the Sites. Landlord covenants that, so long as Tenant timely pays the rent and performs its covenants under this Lease, Tenant shall have use of the Sites for the purposes described herein.

Section 7. Assignment. Tenant shall not sell, assign or transfer this Lease or sublet all or any portion of the Sites to any other party without the prior written consent of Landlord. In the event that Tenant attempts any assignment, transfer or subletting requiring Landlord's consent without Landlord's prior written consent, such action shall be null and void. No change of control of Tenant or transfer upon dissolution of Tenant shall constitute an assignment hereunder.

<u>Section 8.</u> <u>Notices</u>. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

<u>Tenant</u>: <u>Landlord</u>:

Yucaipa Valley Water District 12770 Second Street Yucaipa, CA 92399 City of Redlands Municipal Utilities Department P.O. Box 3005 Redlands, CA 92373

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

<u>Section 9.</u> <u>Improvements.</u> Tenant may, at its sole expense, make any improvements on the Sites permitted by the Drilling Permit, as may be amended or renewed. Tenant may make substitutions, replacements, upgrades and modifications to its Wells; provided, however, that such improvements remain within the physical parameters of the Sites and do not violate the provisions of the Drilling Permit.

Section 10. Compliance with Laws. Tenant shall comply with all applicable laws relating to Tenant's use of the Sites. In addition, during the Term, Landlord shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws").

#### Section 11. <u>Termination.</u>

A. Notwithstanding Section 3 above, either Party may terminate this Lease at any time upon thirty (30) days prior notice to the other Party.

- B. Upon termination, all prepaid rent, as prorated by use, shall be returned to Tenant, up to a maximum of six (6) months of the then-current rent. Tenant shall be allowed to remove all of its personal property and return the Sites to their pre-Lease condition.
- C. Removal/Restoration. Tenant shall, within ninety (90) days of expiration, cancellation or termination of this Lease implement a mutually agreed upon method of abandoning the Wells including restoring the Property to as close to its condition on the Effective Date of this Lease as is reasonably possible. Tenant will not be required to remove from the Property any portion of the Wells existing more than four (4) feet below the ground.

#### Section 12. Default.

- A. If either Party is in default under this Lease for a period of: (a) fifteen (15) days following receipt of notice of default from the non-defaulting Party with respect to a default which may be cured solely by the payment of money; or (b) thirty (30) days following receipt of notice of default from the non-defaulting Party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting Party may pursue any remedies available to it against the defaulting Party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting Party commences action to cure the default within such thirty day period and proceeds with due diligence to fully cure the default, and cures no later than ninety (90) days from the notice of default.
- B. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies and meeting the obligations established in Section 11 Paragraph "C". The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefore. In the event of a default by either Party with respect to a material provision of this Lease, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Lease and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Sites are located; provided, however, Landlord shall use reasonable efforts to mitigate its damages in connection with a default by Tenant. If Tenant so performs any of Landlord's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by Tenant shall immediately be owing by Landlord to Tenant, and Landlord shall pay to Tenant upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if Landlord does not pay Tenant the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from Landlord, Tenant may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to Landlord until the full undisputed amount, including all accrued interest, is fully reimbursed to Tenant.
- <u>Section 13.</u> <u>Indemnity</u>. Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or

arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. Further, Tenant shall defend, and indemnify Landlord against, all claims arising out of the drilling, installation, operation, use, maintenance, repair, removal or presence of Tenant's Wells. The obligations under this Section shall survive the expiration or termination of this Lease.

Hazardous Substances. Landlord represents that no substance, chemical or Section 14. waste (collectively, "Hazardous Substance") exists on or under the Property including the Sites, that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any such Hazardous Substance on the Sites in violation of any applicable Law. Landlord and Tenant shall each hold the other harmless and indemnify the other from, and assume all duties, responsibility and liability at its sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to the indemnifying Party's failure to comply with any environmental or industrial hygiene Law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, except to the extent such noncompliance is caused by the other Party. Landlord shall hold harmless, indemnify and defend Tenant for all claims or losses, including all costs and expenses, relating to any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused solely by Tenant, in which event Tenant shall hold harmless, indemnify and defend Landlord for all costs and expenses, including reasonable attorneys' fees for said sole negligence of Tenant. The obligations under this Section shall survive the expiration of termination of the Lease.

#### Section 15. Insurance.

(1) Tenant shall procure and maintain commercial general liability C. insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage liability, with a certificate of insurance to be furnished to Landlord prior to Tenant's occupancy of the Sites. Such policy of insurance shall be additionally endorsed to cover work done within fifty (50) feet of a railroad. (2) Tenant shall also procure and maintain owned, non-owned and hired vehicles insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury liability and property damage liability, with a certificate of insurance and endorsement to be furnished prior to Tenant's occupancy of the Sites. (3) Tenant shall also procure and maintain commercial umbrella/excess liability insurance with limits of not less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage liability. (4)(i) Landlord shall be named as an additional insured under the insurance policies required of Tenant, (ii) and such insurance shall be primary with respect to Landlord and non-contributing to any insurance or self-insurance maintained by Landlord as with respect to any liability from Tenant's negligence or intentional misconduct. (iii) Such policy shall provide that cancellation will not occur without at least thirty (30) days prior written notice to Landlord. (5) Insurance

requirements shall be reviewed by Landlord and adjusted by Landlord, on every five-year anniversary date of this Lease, to insure that the insurance maintained by Tenant is in amounts consistent with prudent practice for cities. Tenant shall provide any new certificates of insurance with new limits of liability coverage within thirty (30) days of notice by Landlord to Tenant. Notwithstanding anything to contrary, such limits may be satisfied by a combination of primary and umbrella policies. (6) Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

- B. <u>Workers' Compensation and Employer's Liability.</u> Tenant shall procure and maintain Workers' Compensation and Employer's Liability insurance in accordance with statutory coverage limits throughout the Term of this Lease in accordance with the laws of the State of California, with an insurance carrier acceptable to Landlord.
- Section 16. Maintenance. Tenant shall be responsible for repairing and maintaining the Wells and any other improvements installed by Tenant at the Sites in a proper operating and safe condition; provided, however, if any such repair or maintenance is required due to acts of Landlord, its agents or employees, Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain and repair all other portions of the Property of which the Sites are a part in a proper operating and reasonably safe condition and otherwise in compliance with applicable Law.
- Section 17. <u>Limitation of Liability</u>. Except for indemnification pursuant to Section 13, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

#### Section 18. Miscellaneous.

- A. This Lease applies to and binds the successors and assigns of the Parties to this Lease if, and only if, the Lease is transferred in accordance with the provisions of section 7;
- B. This Lease shall be governed by and construed in accordance with the laws of the State of California:
- C. This Lease (including the Exhibits) constitutes the entire agreement of the Parties as to the subject matter hereof, and supersedes all prior written and verbal agreements, representations, promises and understandings between the Parties. Any amendments to this Lease shall be in writing and executed by the Parties;
- D. If any provision of this Lease is determined by a court of competent jurisdiction invalid or unenforceable, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable will not be affected and each provision of this Lease will be valid and enforceable to the fullest extent permitted by law unless such invalidity or unenforceability materially affects the purpose and reasons of the Parties for entering into this Lease; and

- E. In the event any action is commenced to enforce or interpret any of the terms or conditions of this Lease the prevailing Party shall, in addition to costs and any other relief, be entitled to recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party at rates prevailing in San Bernardino County, California.
- Subordination and Non-Disturbance. At Landlord's option, this Lease shall Section 19. be subordinate to any mortgage or other security interest given by Landlord which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Sites as long as Tenant is not in default of this Agreement. Landlord and Tenant shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Property is encumbered by a mortgage or other security interest, Landlord will, immediately after this Lease is executed, obtain and furnish to Tenant, a non-disturbance agreement from for each such mortgage or other security interest in recordable form. In the event that Landlord defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, Tenant, may, at its sole option and without obligation, cure or correct Landlord's default and upon doing so, Tenant shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and Tenant shall be entitled to deduct and setoff against all rents that may otherwise become due under this Lease the sums paid by Tenant to cure or correct such defaults.
- <u>Section 20.</u> <u>Destruction of Sites.</u> If the Site(s) or Property are destroyed, or damaged so as to hinder Tenant's effective use of the Site(s), Tenant may elect to terminate this Lease as of the date of the damage or destruction by so notifying Landlord no more than thirty (30) days following the date of damage or destruction.
- Section 21. Condemnation. If a condemning authority takes all or a portion of the Property, which taking renders the Site(s) unsuitable for Tenant's use, then Tenant may terminate this Lease as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each Party shall be entitled to make a claim against the condemning authority for just compensation. Sale of all or part of the Site(s) to a purchaser with the power of eminent domain in the face of exercise of such power shall be treated as a taking by the condemning authority. In the event of such taking, Landlord shall promptly reimburse Tenant any Rent prepaid by Tenant. Furthermore, Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking, provided that no such award to Tenant shall reduce any award to Landlord.
- Section 22. Pre-Construction Testing. Tenant shall have the right (but not the obligation) at any time following the full execution of this Lease, to enter the Sites for the purposes of making necessary inspections and engineering surveys (and soil tests where applicable) and other reasonably necessary tests (collectively, "Tests") to determine the suitability of the Sites for the Wells and for the purpose of preparing for the construction of the Wells. During any Tests or pre-construction work, Tenant will have insurance as set forth in this Lease. Tenant will notify Landlord of any proposed Test or pre-construction work and will coordinate the scheduling of the

same with Landlord. If Tenant determines that the Site(s) are unsuitable for Tenant's contemplated use, then Tenant will notify Landlord and this Lease will terminate.

Section 23. Rights Upon Sale. Should Landlord, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than Tenant, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Tenant, such sale or grant of an easement or interest therein shall be under and subject to this Lease and any such purchaser or transferee shall recognize Tenant's rights hereunder under the terms of this Lease. To the extent that Landlord grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by Tenant, Landlord thereby assigns this Lease to said third party but Landlord shall not be released from its obligations to Tenant under this Lease, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Lease.

<u>Section 24.</u> <u>Survival.</u> The provision of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

<u>Section 25.</u> <u>Captions.</u> The captions contained in this Lease are inserted for convenience only and are not intended to be part of the Lease. They shall not affect or be utilized in the construction or interpretation of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their seals the day and year first above written.

CITY OF REDLANDS, a municipal corporation	YUCAIPA VALLEY WATER DISTRICT, a municipal corporation
By:Paul Foster,	By:
Mayor, City of Redlands	Title:
Date:	Date:

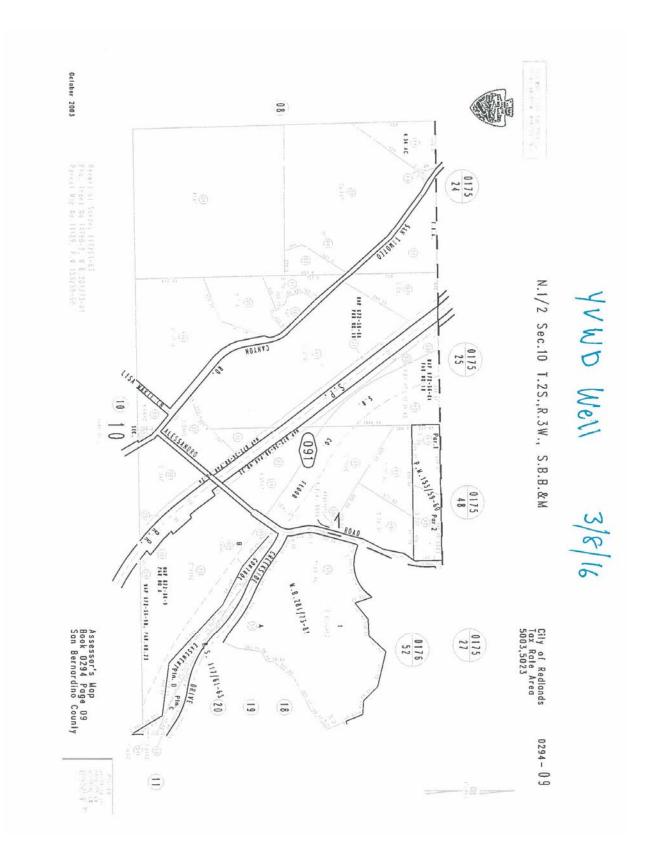
# EXHIBIT "A" TO YUCAIPA VALLEY WATER DISTRICT MONITORING WELL LAND LEASE AGREEMENT

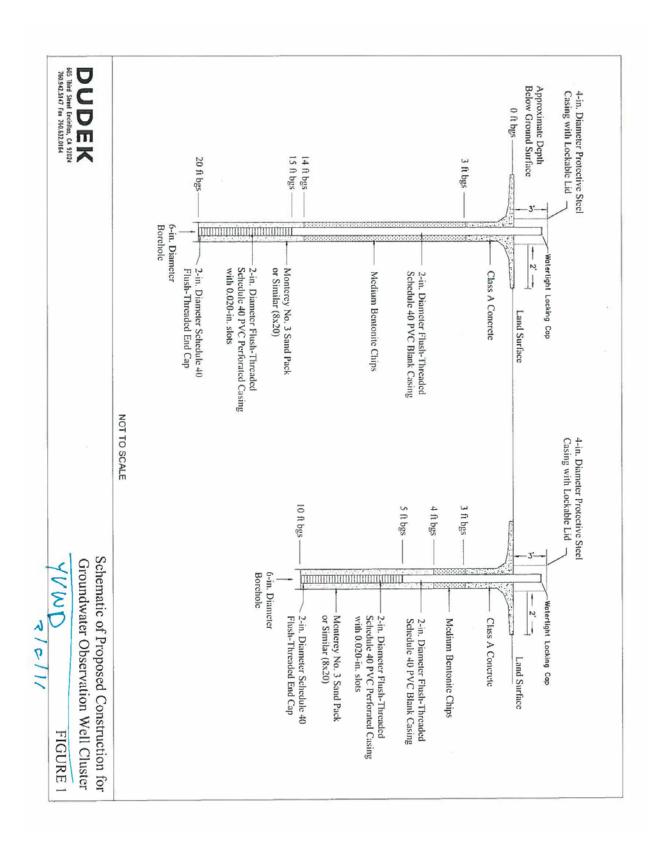
The Real Property situated in the City of Redlands, County of San Bernardino, State of California, described as follows:

PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10, ALONG WITH THAT PORTION OF THE SOUTHEAST ONE-OUARTER OF THE SOUTHWEST ONE-OUARTER OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, BEING ALSO A PORTION OF PARCELS 6 AND 7 AS SHOWN BY RECORD OF SURVEY RECORDED IN BOOK 22, PAGES 67 THROUGH 70. INCLUSIVE. RECORDS OF SURVEYS. DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH ONE-OUARTER CORNER OF SAID SECTION 10 BEING THE NORTHWEST CORNER OF PARCEL 1 OF PARCEL MAP 11189, RECORDED IN BOOK 153, PAGES 59 AND 60, OF PARCEL MAPS, THENCE ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 10 SOUTH 00 DEG 39' 23" EAST A DISTANCE OF 1046.44 FEET TO THE SOUTHWESTERLY LINE OF THE SAN BERNARDINO FLOOD CONTROL DISTRICT 200.00 FOOT WIDE RIGHT-OF-WAY AS DESCRIBED BY DEED RECORDED MAY 11, 1955 IN BOOK 3641, PAGE 548 OF OFFICIAL RECORDS, AS SHOWN BY SAN BERNARDINO FLOOD CONTROL DISTRICT RIGHT-OF-WAY MAP OF SAN TIMOTEO CREEK, FILE NO. 3.401, DRAWINGS 5A, 5B AND 5C, AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1500.00 FEET, A RADIAL BEARING TO SAID POINT BEING SOUTH 36 DEG 29' 43" WEST; THE FOLLOWING FOUR (4) COURSES ARE ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30 DEG 25' 36" A DISTANCE OF 796.57 FEET; THENCE NORTH 23 DEG 04' 41" WEST A DISTANCE OF 432.48 FEET: THENCE NORTH 08 DEG 28' 24" WEST A DISTANCE OF 27.11 FEET TO THE NORTH LINE OF SAID SECTION 10: THENCE CONTINUING NORTH 08 DEG 28' 24" WEST A DISTANCE OF 65.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY. HAVING A RADIUS OF 1500.00 FEET, A RADIAL BEARING TO SAID POINT BEING NORTH 66 DEG 17' 07" EAST: THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07 DEG 18' 12", A DISTANCE OF 191.20 FEET TO A LINE PARALLEL WITH AND 235.43 FEET NORTH OF SAID NORTH LINE OF SECTION 10; THENCE ALONG SAID PARALLEL LINE NORTH 89 DEG 39' 54" EAST A DISTANCE OF 739.71 FEET TO THE EAST LINE OF THE SOUTHWEST ONE-OUARTER OF SAID SECTION 3; THENCE ALONG SAID EAST LINE SOUTH 01 DEG 45' 01" EAST A DISTANCE OF 235.43 FEET TO THE TRUE POINT OF BEGINNING

# EXHIBIT "B" TO YUCAIPA VALLEY WATER DISTRICT MONITORING WELL LAND LEASE AGREEMENT

(Plans/drawings/maps dated and identified with Site Name: describing the leased Sites and location and details of proposed monitoring wells consisting of 6 pages attached hereto.)





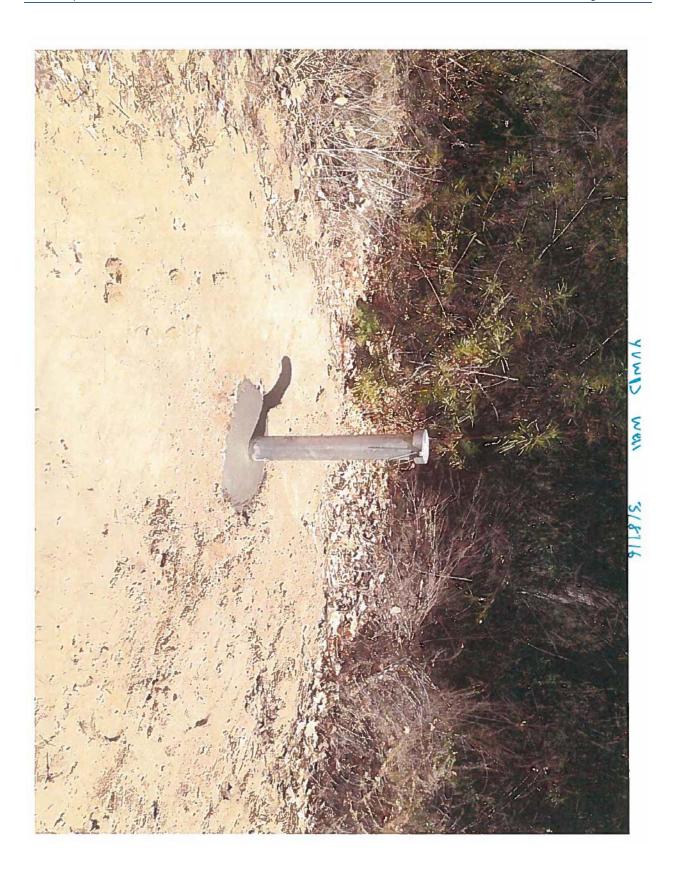
YVWD 3/8/16

#### Brief Summary of Approach and Construction of Shallow Groundwater Well Clusters at San Timoteo Creek

Three groundwater observation well clusters are proposed to be installed in riparian habitat areas adjacent to San Timoteo Creek. Each well cluster will consist of two wells with one completed at a depth of 20 feet below ground surface (bgs) and the other completed at 10 feet bgs. The goal of each well cluster is to obtain water level data to estimate the vertical hydraulic gradient near the creek and characterize the surface water and groundwater interaction between San Timoteo Creek and the underlying groundwater. Yucaipa Valley Water District (YVWD) has selected three primary locations to install the well clusters and two alternative locations should any of the primary locations not become accessible. Pacific Drilling Co., of San Diego, California (C-57 Lic. #681380), acting as a sub-consultant to Dudek, will be tasked with drilling and constructing the observation wells. The three primary well cluster locations are only accessible by foot, so Pacific Drilling will use a tri-pod drilling apparatus to drill and install each well. The tri-pod drilling apparatus uses an 11-hp gas-powered engine during drilling. Pacific Drilling will use either a 6-inch diameter solid stem or hollow stem auger drill bit to drill the well borings at these locations. The area of impact using the tri-pod device is approximately 5 ft². All cuttings will be visually characterized by a staff geologist on site. All cuttings will be left on site.

Pacific Drilling may use a limited access track mounted drill rig, called the "Mole", to access the two alternative well cluster locations. These two sites will be accessible from the upland areas adjacent to the creek. The Mole is a 4.5 ft by 10 ft rig that can track with 7 psi under its treads, which allows it to minimize its impact to the underlying landscape. The Mole will be used to advance a 6-inch diameter hollowstem auger drill bit to drill the well borings at these locations. All cuttings will be visually characterized by a staff geologist on site. All cuttings will be left on site.

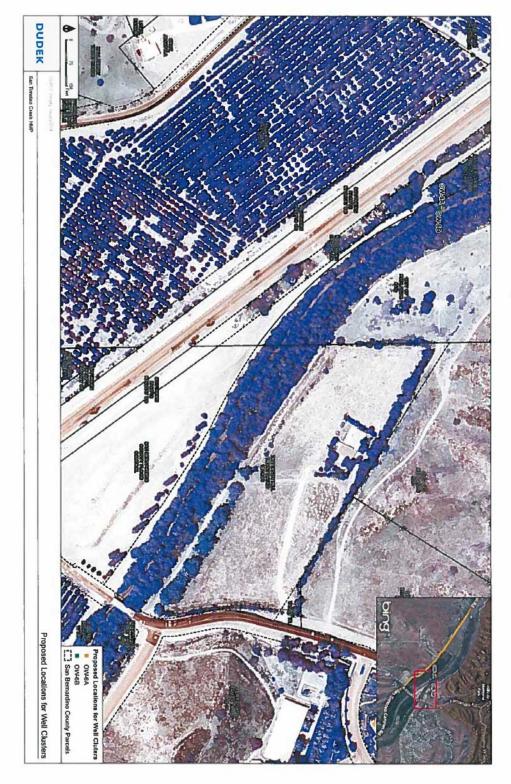
The wells will be constructed using 2-inch diameter flush-threaded schedule 40 PVC casing. The well screens will be perforated with 0.020-inch slots. A filter pack over the screen interval will consist of Monterey No.3 sand. The annular seal will consist of bentonite chips (hydrated after installation, if needed) and the surface seal will consist of class A concrete and be set 3 feet below ground surface. The surface seal will cover a 2-foot radius from the well. A 5-inch diameter protective steel casing will sit approximately 3 feet above ground surface and encase the PVC well casing. The protective steel casing will be locked. The final footprint left from the installation of the wells will be a 4 ft<sup>2</sup> concrete seal with a 3-foot high steel casing in the center.



#### YVWD Well 3/18/16

This photo is representative of the bollards that will be used to protect the well. The wells design is noted on page 15.





#### EXHIBIT C TO YUCAIPA VALLEY WATER DISTRICT MONITORING WELL LAND LEASE AGREEMENT

#### TENANT'S DRILLING PERMIT

Drilling Permit Nopages attached he	Tenant's Drilling Permit issued by the City of Redlands consisting of reto.
The Drilling Permit will l by Landlord to Tenant.	be attached after this lease is signed upon issuance of the Drilling Permit
Landlord Initials	
Tenant Initials	

#### EXHIBIT D TO YUCAIPA VALLEY WATER DISTRICT MONITORING WELL LAND LEASE AGREEMENT

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Upon Recording, Return to	Up	on l	Recor	ding,	Return	to
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City Clerk
City of Redlands
35 Cajon Street, #4
Redlands, California 92373
STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

#### MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 20th day of September, 2016, by and between the City of Redlands, a municipal corporation ("Landlord") and Yucaipa Valley Water District, a municipal corporation (hereinafter referred to as "Tenant"). Landlord and Tenant are individually referred to herein as a "Party," and collectively as the "Parties."

- 1. Landlord and Tenant entered into a certain Lease Agreement ("Lease") on the 20th day of September, 2016, for the purpose of installing, operating and maintaining ground water monitoring wells. All of the foregoing is set forth in the Agreement.
- 2. The initial Lease term will be five (5) years (the "Initial Term") commencing on the Effective Date of the Lease, with four (4) successive five (5) year options to renew.
- 3. The property being leased to Tenant (the "Property") is described in Exhibit A annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:	TENANT:
CITY OF REDLANDS, a municipal corporation	YUCAIPA VALLEY WATER DISTRICT municipal corporation
By: Paul Foster Mayor, City of Redlands	By: Name: Title:
Date:	Date:

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

#### LANDLORD ACKNOWLEDGMENT

STATE OF		
COUNTY OF	) ss. )	
	before me, red	
		, who proved to me on the
instrument and acknowledged to	be the persons whose names are sul me that they executed the same in e instrument the persons, or the ent ument.	their authorized capacities,
I certify under PENALTY foregoing paragraph is true and c	OF PERJURY under the laws of correct.	the State of California that the
WITNESS my hand and official	seal.	
Signature:	[Seal]	

#### TENANT ACKNOWLEDGMENT

STATE OF CALIFORNIA	)	
COUNTY OF ORANGE	)	
On personally appeared		, Notary Public,
who proved to me on the bas to the within instrument and	is of satisfactory evidence to lead acknowledged to me that he hature on the instrument the pe	be the person whose name is subscribed as executed the same in his authorized erson, or the entity upon behalf of which
I certify under PENA foregoing paragraph is true a		e laws of the State of California that the
WITNESS my hand and offi	cial seal.	
Signature of Notary Pu	 blic	
2151141410 01 110141 1 4		

Place Notary Seal Above

#### **EXHIBIT A**

to the Memorandum of Lease dated September 20th, 2016, by the City of Redlands, a municipal corporation ("Landlord"), and Yucaipa Valley Water District, a municipal corporation ("Tenant").

#### DESCRIPTION OF PROPERTY

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# icaipa Valley Water District Workshop Memorandum 16-129

Date: August 30, 2016

Subject: Overview of a Denial of Claim Related to Driveway Damage from Water

Leaks - Bob and Barbara Brown

On August 1, 2016, the Yucaipa Valley Water District received a claim from Bob and Barbara Brown for damage to their driveway at 33797 Washington Drive, Yucaipa resulting from various water system leaks.

District records show that claimants called about leaks on the water line in September 2012 and July 2014.

On March 18, 2015, YVWD awarded a contract to Borden Excavating, Inc. to replace the existing 6-inch steel water main with an 8-inch DIP mainline as part of the District's ongoing pipeline replacement program. A Notice of Completion was filed on May 20, 2015 for the construction work, including an amendment to Borden's contract to install new water service connections.

On March 30, 2015, the Claimants called with concerns about cracks to their driveway and the sidewalk. Public Works Manager John Hull investigated and determined that many of the driveways on that street had cracks and that all the cracks looked to be "from a long time ago".

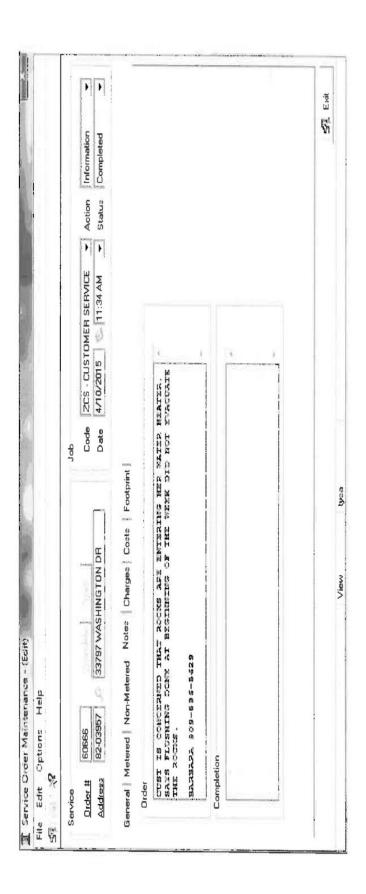
On April 10, 2015, Claimants requested a claim form which was sent out the same day.

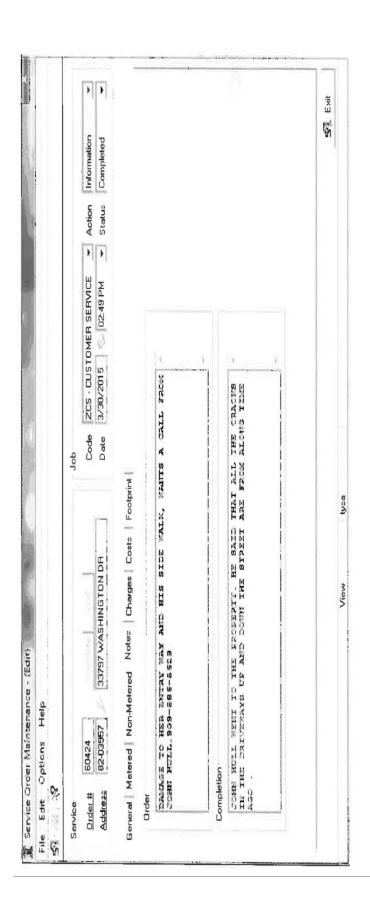
In July 2016, claimants' son inquired of District status of claim. The District had no record of the claim being submitted by claimants. Another claim form was provided, which was returned on August 1<sup>st</sup>, 2016. A review of the records and determinations previously made indicated that most or all of the driveways on this Street had cracking. It is noted that the Washington Drive pipeline construction identified that the roadway was asphalt on native soil (no base material, which is typical of many of the older street in Yucaipa).

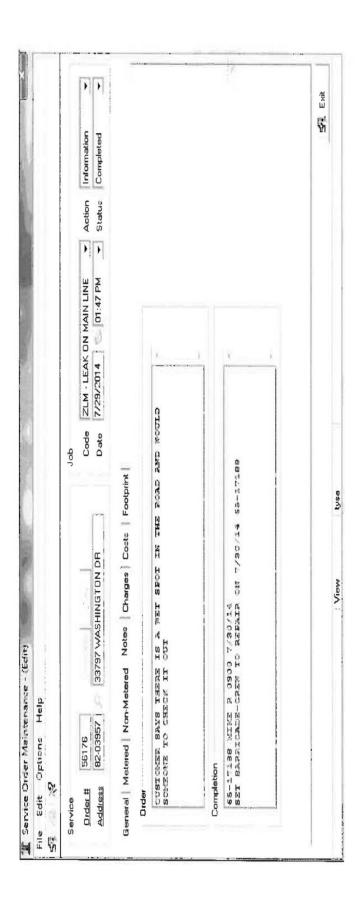
Due to the fact that the claim was submitted well past one year from when the damage was purportedly determined to have occurred, and that cracking in Claimants driveway was similar to other driveways on this street, the District staff recommends denial of the claim.

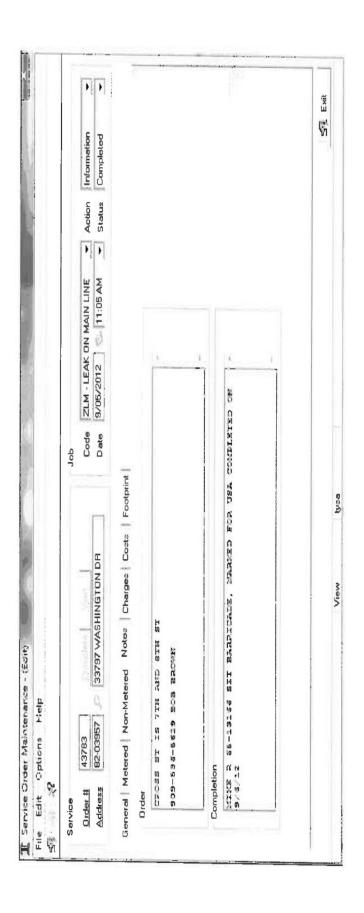
Attachments

07-19-2016 01:00 PM	SINGLE ACCOUNT NOTES REPORT PAGE: 1
ACCOUNT #: 82-03957-04	NOTE TYPE: OCCUPANT
NAME	SERVICE ADDRESS
вов вкоми	33797 WASHINGTON DR
entitle and south stock sold	
1/00/2016 01:23 FM GILLS	ON COST CANCELED AUTO PAY DUE TO CLOSING THE ACCT. SHE WILL PAY THIS MONTHS BILL AND BRING
	IN NEW CHECK FOR AUTO PAY
4/10/2015 11:38 AM counter1	erl BARBARA REQUESTED CLAIM FORM FOR DRIVEWAY REPAIR. STATES IT IS DUE TO LEAK THAT WAS BEING
	REPAIRED IN THE ROAD. MAILED CLAIM FORM TODAY. ALSO, SRUC ORDER WRITTEN AS CUST IS
	CONCERNED THAT ROCKS ARE ENTERING HER WATER HEATER & THAT THE FLUSHING DONE AT BEGINNING
	OF WEEK DID NOT RYACUATE THE ROCKS,
2/23/2015 03:59 PM tysa	CUST SIGNED UP FOR AUTO PAY RCUT
1/18/2012 11:22 5M tysa	WATER NOT OFF, CUST CALLED IN BEFORE TURN OFF. R-CUT
12/19/2007 tysa	R-40.00 WATER NOT OFF YET
12,01,2005 CX: Conversion notes	notes TR NO 6006 LOT 4















### YUCAIPA VALLEY WATER DISTRICT - CLAIM FORM

#### INSTRUCTIONS

On the reverse side of sheet is a claim form for filing a claim against Yucaipa Valley Water District. The original and one identical copy of this form, together with a copy of all attachments, are to be filed with the Yucaipa Valley Water District. Retain one copy for your records. Please send to this address:

RECEIVED

AUG 0 1 2016
YUCAIPA VALLEY
WATER DISTRICT

Yucaipa Valley Water District

Attn: Claims Dept.

12770 2<sup>nd</sup> St

Yucaipa, Ca. 92399

(909) - 797-5937 FAX

RECEIVED

YUGAIPA VALLEY

Please fill out form completely. Additional sheets may be attached if more space is needed. Missing information may delay the processing of your claim. Please print.

#### Claims:

Claims for death, injury to person or personal property must be filed not later than six months after the occurrence. (Gov. Code Sec. 911.2)

Claims for damage relating to any other cause of action must be filed not later than 1 year after the occurrence. (Gov. Code Sec. 911.2)

This claim form must be signed and dated.

### Who is Responsible for Damages?

No utility is in a position to guarantee 100 percent continuity of water service. However, it is our policy to investigate claims in order to determine if our conduct or inaction was unreasonable under the circumstances, thereby causing injury or damages. YVWD will not be liable for interruption or shortage or insufficiency of supply, or any loss or damage of any kind, if same is caused by inevitable accident, act of God, fire, strikes, riots, war, or any other cause except that arising from its failure to exercise reasonable diligence.

### Determination of Responsibility and Payment if YVWD is at fault

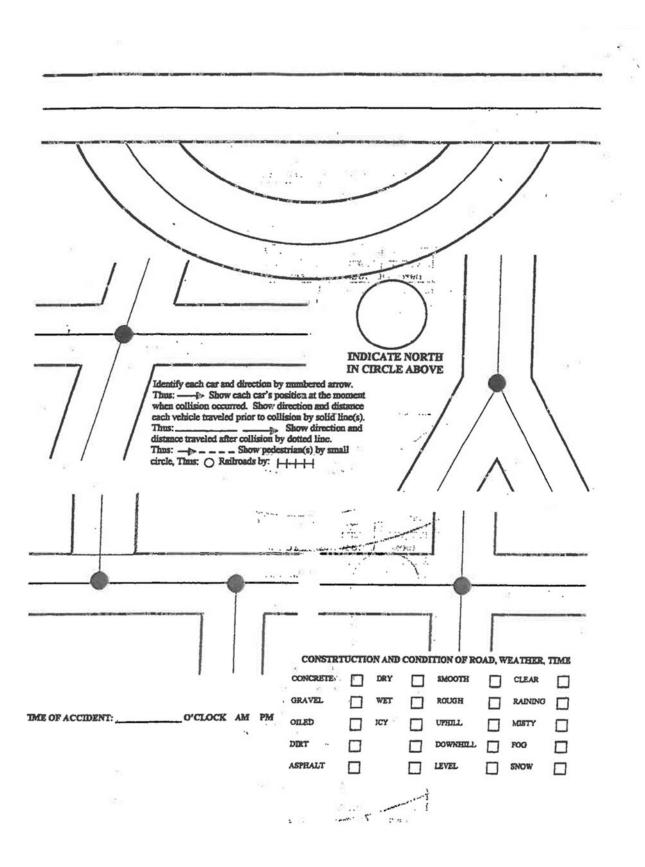
YVWD will conduct an investigation based on the information you provide on your claim form and internal YVWD records and interviews with YVWD field personnel. The investigation results will determine weather your claim is accepted or rejected. If your claim is accepted, YVWD's payment with regard to property damage will depend on the extent of damage and value of the property. If the property can be repaired, YVWD will pay the cost of repair. If the property cannot be repaired, YVWD will generally pay reasonable market value for the property at the time it was damaged, or the depreciated cost to replace the property, whichever is less. Payment for bodily injury is determined by several factors including, but not limited to, type and severity of injury, medical bills incurred, loss of wages (if any) and permanent disability sustained (if any).

### Claim for Damage

Name BOB BROWN BARBARA BROWN	Clerks Date Stamp
Address 33797 Washington De Yulaina Ca 92399	7
Dhone(s)	
Business Home (909) 586-5629 Message/Cell	
E-mail:	7
Address at time of loss/incident: SAME	*This box is for Official Use only!
Description of Details: (Describe how the loss/incident occurred)	<del></del>
A broken water line was broken in front which resulted in crack to my don concreditionary, favement was out 3 diffe	
(Attach additional pages and supporting documentation as needed)	
YVWD's involvement :(If possible, please identify employee and/or department involved)	
Witnesses: (please provide address and phone numbers)	
1. Rob BROWN 2. BARD BARD BROWN 3.TE,	ery KENWARD
Property Damage (please describe the value and extent of the damage to your home, automobil estimates, bills, or whatever documentation of damages you have)	e or personal property: (Attach
CEMENT DOINEWAY ENTRY CLEA	cked and
GIRT CONTINUES TO WASh AWAY	
Make:	Insurance
Where you injured?: No: Yes: (If yes please complete the following)	
Describe your injury (Identity your doctor(s)/Health care provider(s)	
All	
Are you still receiving Medical Treatment? No: Yes:	
Employer: Type of Work:	
Vage Loss? No: Yes: If Yes, rate of pay:	
"I declare under penalty of perjury under the laws of the State of California that the foreg	oing is true and correct"
	,
ate and Place (City and State) Signature Figst Leava	brown

**Automobile Accident Report** 

Name of Owner of Your Vehic	le:								
Model Year:	Make of Car:		/		- 1				
State and License No.				Body Style:					
Name of Your Insurance Co.	Mileage:			IF Leased, by Whom Held					
Type of Insurance Carried									
Name of Driver:									
		Address:			Phone No.:				
Relationship of Driver To Owner:	Driver's Date of Birth	Driver's Date of Birth: Driver's License No.:							
Date of Accident:	Time: (AM / PM)	Time: (AM / PM) Location: (Address No. And Street)							
City- Town:	St	ate:							
	OCCUPANTS OF								
Name	Address	Approx.	Relation	Your	Other	Ped.	Injure		
			Owner	Vehicle	Vehicle				
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Auto, Make of Vehicle:	State and License #:	Driver's License #:							
ner's Name	Address: 33797	uhshin	Pho	ne.	JC W.				
BOB BROWN	Address: 33797	Grade	(	(909)586-5629					
ver's Name (if different)	Address:	Phone:							
	Witnesses, (Include occupa	nt's of Vehic	le)				-		
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## **Workshop Memorandum 16-130**

Date: August 30, 2016

Subject: Consideration of Changing the Regular Meeting Dates for Yucaipa

**Valley Water District Board Meetings and Workshops** 

The District conducts regular board meetings on the first and third Wednesday of every month and board workshops on the second and last Tuesday of every month.

At the July 20, 2016 regular board meeting, the District staff was asked to prepare a workshop agenda item to discuss the current meeting dates and times for board meetings and board workshops.

On July 26, 2016, the board members discussed several different option for changing the schedule of board meetings and board workshops, as well as retaining the existing schedule [Workshop Memorandum No. 16-116]. At the board workshop, the board members suggested to move the item to the next board meeting for further discussion.

On August 3, 2016, the Board of Directors voted to continue this item [Director Memorandum No. 16-074] to the August 17, 2016 board meeting.

On August 17, 2016, the Board of Directors discussed this issue at the board meeting and requested that the item be placed on the agenda of the next workshop meeting for further discussion [Director Memorandum No. 16-081].

Any action by the Board of Directors related to changing the schedule of board meeting and board workshops will require the preparation of a resolution for consideration at a future board meeting.

# **Director Comments**



# Adjournment





### 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

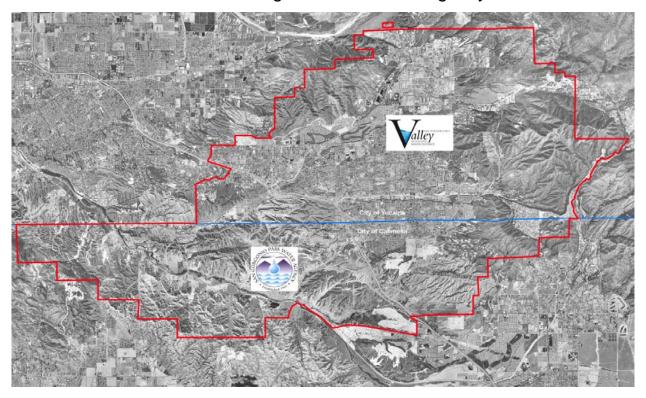
5 reservoirs - 12 million gallons of storage

1,200 ac-ft annual recycled demand (0.4 billion gallons)

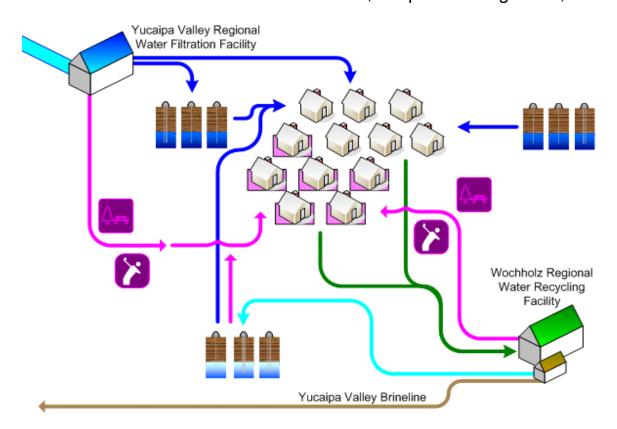
**Brine Disposal:** 2.2 million gallon desalination facility at sewer treatment plant

1.108 million gallons of Inland Empire Brine Line capacity0.295 million gallons of treatment capacity in Orange County

# **State Water Contractors:** San Bernardino Valley Municipal Water District San Gorgonio Pass Water Agency



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



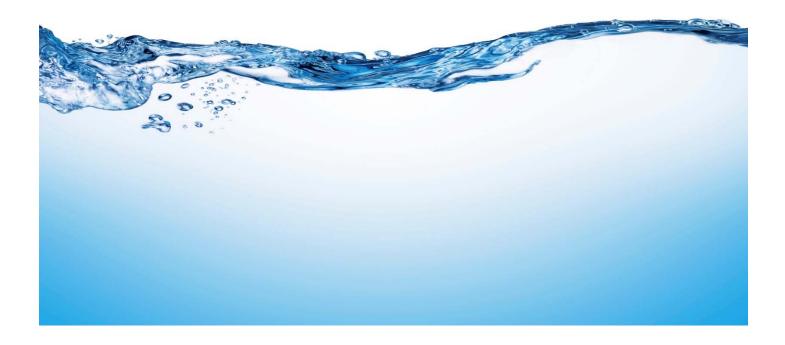


### THE MEASUREMENT OF WATER PURITY

- **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  $1\frac{1}{2}$ " 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.

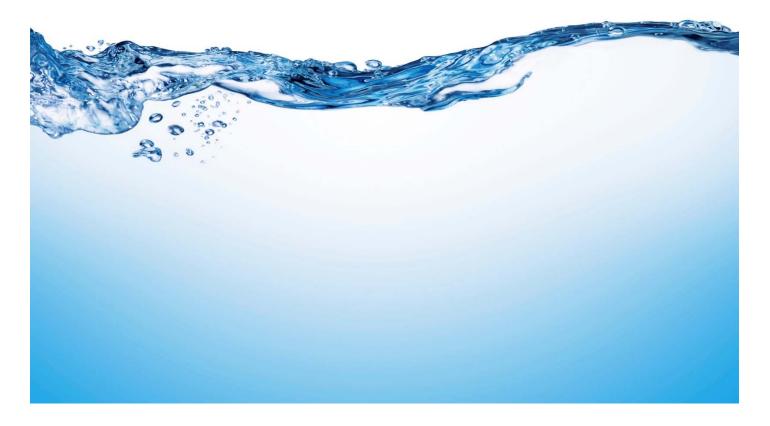
**Water Table** - The upper surface of the zone of saturation of groundwater in an unconfined aquifer.

**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