

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

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

Wednesday, September 7, 2016 at 6:00 p.m.

- I. CALL TO ORDER Pledge of Allegiance
- II. ROLL CALL
- **III. PUBLIC COMMENTS** At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. CONSENT CALENDAR All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the board considers the motion unless members of the board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.
 - A. Minutes of Meetings
 - Regular Board Meeting August 17, 2016
 - 2. Board Workshop August 30, 2016
- V. STAFF REPORT
- VI. DISCUSSION ITEMS
 - A. Denial of Claims Related to Construction Work on Yucaipa Valley Water District Property James Jones [Director Memorandum No. 16-082 Page 12 of 94]

 RECOMMENDED ACTION: That the Board denies the claims for construction related work on Yucaipa Valley Water District property James Jones.
 - B. Consideration of Development Agreement No. 2016-06 to Provide Sewer Service to Parcel Map No. 19751 (Assessor's Parcel Number 0300-193-27) [Director Memorandum No. 16-083 - Page 23 of 94]

RECOMMENDED ACTION: That the Board approves Development Agreement No. 2016-06 as presented.

Any person with a disability who requires accommodation in order to participate in this meeting should telephone Tysa Baeumel at (909) 797-5117 at least 48 hours prior to the meeting in order to make a request for a disability-related modification or accommodation.

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

C. Consideration of Executing a Land Lease Agreement for the Installation of Groundwater Monitoring Wells with the City of Redlands [Director Memorandum No. 16-084 - Page 29 of 94]

RECOMMENDED ACTION: That the Board authorizes the Board President to execute a land lease agreement with the City of Redlands for the installation of groundwater monitoring wells.

D. Authorization to Purchase a 2017 International WorkStar Cab and Chassis, Model 7600 with a 15-foot Dump Body [Director Memorandum No. 16-085 - Page 53 of 94]

RECOMMENDED ACTION: That the Board authorizes the purchase of a 2017 International WorkStar cab and chassis, Model 7600 with a 15-foot dump body utilizing the State of California Vehicle Contract Leveraged Procurement Agreement for a sum not to exceed \$167,496.63

E. Authorization to Purchase a 2017 International DuraStar Cab and Chassis Model 4300 with a Valew 2,000-Gallon Water Tank [Director Memorandum No. 16-086 - Page 66 of 94]

RECOMMENDED ACTION: That the Board authorizes the purchase of a 2017 International DuraStar Cab and Chassis, Model 4300 with a Valew 2,000-gallon water tank, utilizing the State of California Vehicle Contract Leveraged Procurement Agreement for a sum not to exceed \$92,835.60.

F. Recognition of Jack Nelson on the Occasion of his Retirement from the Yucaipa Valley Water District [Director Memorandum No. 16-087 - Page 78 of 94]

RECOMMENDED ACTION: That the Board adopts Resolution No. 2016-22.

G. Consideration of Resolution No. 2016-23 Designating the Time and Place for Holding Regular Meetings and Workshops of the Board of Directors [Director Memorandum No. 16-088 - Page 80 of 94]

RECOMMENDED ACTION: No recommendation.

- VII. BOARD REPORTS
- VIII. DIRECTOR COMMENTS
- IX. ANNOUNCEMENTS
 - A. September 13, 2016 at 4:00 p.m. Board Workshop
 - B. September 21, 2016 at 6:00 p.m. Regular Board Meeting
 - C. September 26, 2016 at 6:00 p.m. Community Meeting at the Yucaipa Valley Regional Water Filtration Facility
 - D. September 27, 2016 at 4:00 p.m. Board Workshop
 - E. October 5, 2016 at 6:00 p.m. Regular Board Meeting
 - F. October 11, 2016 at 4:00 p.m. Board Workshop
 - G. October 19, 2016 at 6:00 p.m. Regular Board Meeting
 - H. October 25, 2016 at 4:00 p.m. Board Workshop
 - I. November 2, 2016 at 6:00 p.m. Regular Board Meeting
- X. ADJOURNMENT

Consent Calendar



MINUTES OF A REGULAR BOARD MEETING

August 17, 2016 at 6:00 P.M.

Directors Present: Staff Present:

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

John Hull, Public Works Manager Vicky Elisalda, Controller

> Mike Kostelecky, Senior Plant Operator Thaxton Van Belle, Senior Plant Operator

Jack Nelson, Assistant General Manager

Jennifer Ares, Water Resource Manager

Joseph Zoba, General Manager

Directors Absent: Consulting Staff Present:

None David Wysocki, Legal Counsel

Registered Guests and Others Present:

Linda Shelton, Customer

John Jeter, San Gorgonio Pass Water Agency

Leonard Stevenson, San Gorgonio Pass Water Agency

Steve Copelan, San Bernardino Valley Municipal Water District

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

CALL TO ORDER

Director Lonni Granlund led the pledge of allegiance.

FLAG SALUTE

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

ROLL CALL

Steve Copelan from the San Bernardino Valley Municipal Water District provided public comments regarding the sale of imported water by the San Bernardino Valley Municipal Water District to agencies outside of their jurisdictional boundaries such as the Southern California Metropolitan Water District.

PUBLIC COMMENTS

Director Bruce Granlund moved to approve the consent calendar and Director Ken Munoz seconded the motion.

CONSENT CALENDAR

- A. Minutes of Meetings
 - 1. Regular Board Meeting August 3, 2016
- B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts
 - 2. Ratify General Expenses for July 2016

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

Director Ken Munoz - Yes

Director Tom Shalhoub - Yes

General Manager Joseph Zoba discussed the following items:

- The self-certification statements sent to the State Water Resources Control Board resulted in over 80% of the water retailers filing for a 0% mandatory conservation goal.
- The Little Hoover Commission will be conducting a hearing on special districts.

DISCUSSION ITEMS:

STAFF REPORT

Following a staff presentation by Controller Vicky Elisalda, Director Tom Shalhoub moved and Director Ken Munoz seconded a motion to receive and file the unaudited financial report as presented.

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

Director Ken Munoz - Yes

Director Tom Shalhoub - Yes

DM 16-075 UNAUDITED FINANCIAL REPORT FOR THE PERIOD ENDING ON JULY 31, 2016

Following a staff presentation by Senior Plant Operator Thaxton Van Belle, Director Bruce Granlund moved and Director Tom Shalhoub seconded a motion to ratify the contract for equipment coating with J.C. Coatings for a sum not to exceed \$9,900.

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

Director Ken Munoz - Yes

Director Tom Shalhoub - Yes

DM 16-076
RATIFICATION OF
COATING CONTRACT
FOR ADDITIONAL
COATING REPAIRS
ASSOCIATED WITH
THE WOCHHOLZ
REGIONAL WATER
RECYCLING FACILITY
DIGESTER CLEANING
AND COVER
REPLACEMENT
PROJECT

Following a staff presentation by Controller Vicky Elisalda, Director Jay Bogh moved and Director Tom Shalhoub seconded a motion to receive and file the report.

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

Director Ken Munoz - Yes

Director Tom Shalhoub - Yes

DM 16-077
REVIEW OF PUBLIC
DISCLOSURE
REPORT PURSUANT
TO GOVERNMENT
CODE SECTION
53065.5 FOR FISCAL
YEARS ENDING ON

JUNE 30, 2015 AND JUNE 30, 2016

Assistant General Manager Jack Nelson requested that this item be continued due to the claimant not being present at the meeting. Director Bruce Granlund put forth a motion to continue this item to the next workshop. The motion received support with a second by Ken Munoz.

DM 16-078
DENIAL OF CLAIM
RELATED TO
DRIVEWAY DAMAGE
FROM WATER LEAKS
- BOB AND BARBARA
BROWN

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

Director Ken Munoz - Yes

Director Tom Shalhoub - Yes

Following a staff presentation by Controller Vicky Elisalda, Director Bruce Granlund moved and Director Jay Bogh seconded a motion to authorize District staff to purchase two administrative copiers and three departmental copiers from Konica Minolta for a sum not to exceed \$23,908 and the integrated Nuance AutoStore document imaging feature for \$10,324.

DM 16-079
AUTHORIZATION TO
PURCHASE MULTIFUNCTION DIGITAL
COPIER/SCANNER/PR
INTERS AND
MANAGED PRINT
SERVICES

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

Director Ken Munoz - Yes

Director Tom Shalhoub - Yes

Following a staff presentation by Public Works Manager John Hull, Director Ken Munoz moved and Director Bruce Granlund seconded a motion to authorize District staff to utilize the State of California Vehicle Contract Leveraged Procurement Agreement to purchase the desired vehicles.

DM 16-080
PURCHASE OF A
WATER TRUCK AND A
DUMP TRUCK FOR
ROUTINE USE BY THE
PUBLIC WORKS
DEPARTMENT

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

Director Ken Munoz - Yes

Director Tom Shalhoub - Yes

Following a discussion and input from the Board of Directors, Director Bruce Granlund moved and Director Tom Shalhoub seconded a motion to continue the discussion of this item to the next board workshop.

The motion was approved by the following vote:

Director Jav Bogh - Yes

Director Bruce Granlund - Yes

Director Lonni Granlund - Yes

DM 16-081
CONSIDERATION OF
CHANGING THE
REGULAR MEETING
DATES FOR YUCAIPA
VALLEY WATER
DISTRICT BOARD
MEETINGS AND
WORKSHOPS

Director Ken Munoz - Yes Director Tom Shalhoub - Yes

Reports by Board Members

- Director Tom Shalhoub reported on the San Gorgonio Pass Regional Water Alliance meeting held on July 27, 2016.
- Director Tom Shalhoub reported on the San Gorgonio Pass Water Agency meeting held on August 15, 2016.
- Director Tom Shalhoub reported on the San Bernardino Valley Municipal Water District meeting held on August 16, 2016.
- Director Tom Shalhoub reported on the San Bernardino Valley Municipal Water District workshop held on August 17, 2016.

Director Comments

- Director Ken Munoz requested that future Requests for Proposals also include the bid results for review by the public.
- Director Tom Shalhoub thanked the elected officials in the audience for attending the meeting.
- Director Jay Bogh mentioned his recent meeting with former employee Charlie Bailey.

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

The meeting was adjourned at 6:37 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

BOARD REPORTS

DIRECTOR COMMENTS

ANNOUNCEMENTS

<u>ADJOURNMENT</u>

(Seal)

MINUTES OF A BOARD WORKSHOP

August 30, 2016 at 4:00 P.M.

Directors Present:

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

Joseph Zoba, General Manager Jack Nelson, Assistant General Manager John Hull, Public Works Manager Brent Anton, Engineering Manager Jennifer Ares, Water Resource Manager Mike Kostelecky, Senior Plant Operator Jeremy Costello, Engineering Technician II

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Richard Siegmund, Customer
Greg Mendez, United States Geological Survey
Geoff Cromwell, United States Geological Survey
Leonard Stevenson, San Gorgonio Pass Water Agency
David Armstrong, South Mesa Mutual Water Company
Bill Brown, Western Heights Mutual Water Company
Tim Green, Western Heights Mutual Water Company
Robert Zappia, Western Heights Mutual Water Company

- I. Call to Order 4:00 p.m.
- II. Public Comments The following comments were provided by individuals in the audience:
 - Richard Siegmund asked questions about the District's sustainability plan related to the purchase of imported water supplies.
- III. Staff Report General Manager Joseph Zoba discussed the following topics:
 - The District will be hosting a Community Water meeting on Monday, September 26, 2016 at 6:00 pm to discuss water resource management issues.
 - The District staff is looking into the installation of monitoring buoys in the Crafton Hills Reservoir to collect real-time water quality information.

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] Greg Mendez and Geoff Cromwell from the United States Geological Survey provided an update on the research studies currently being conducted in the Yucaipa Basin area.
- 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] General Manager Joseph Zoba provided an overview of how Facility Capacity Charges can be incorporated into a future water rate structure for all customer classes.

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] – Public Works Manager John Hull provided an update on the operational status of the recycled water fill station.

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] Engineering Manager Brent Anton provided an overview of the drinking water reservoir construction project.
- Status Report on the Construction of Interim Recycled Water Booster Station RWB
 12.4 [Workshop Memorandum No. 16-126] Engineering Manager Brent Anton provided an overview of the recycled water booster station.

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] - Engineering Manager Brent Anton provided an overview of the draft development agreement.

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] Water Resource Manager Jennifer Ares provided an overview of the proposed land lease agreement with the City of Redlands.
- B. Overview of a Denial of Claim Related to Driveway Damage from Water Leaks Bob and Barbara Brown [Workshop Memorandum No. 16-129] Assistant General Manager Jack Nelson provided an overview of the claim for damages.
- C. Consideration of Changing the Regular Meeting Dates for Yucaipa Valley Water District Board Meetings and Workshops [Workshop Memorandum No. 16-130] The Board of Directors discussed the possibility of changing the regular meeting dates and requested District staff to prepare a draft resolution for consideration at the next board meeting.

IX. Director Comments

- There were no director comments.
- X. Adjournment The meeting was adjourned at 5:30 p.m.

Respectfully submitted,
Joseph B. Zoba, Secretary

Staff Report



Discussion Items





Director Memorandum 16-082

Date: September 7, 2016

Prepared By: Jack Nelson, Assistant General Manager

Subject: Denial of Claim Related to Driveway Damage from Water Leaks – Bob and

Barbara Brown

Recommendation: That the Board Denies 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".

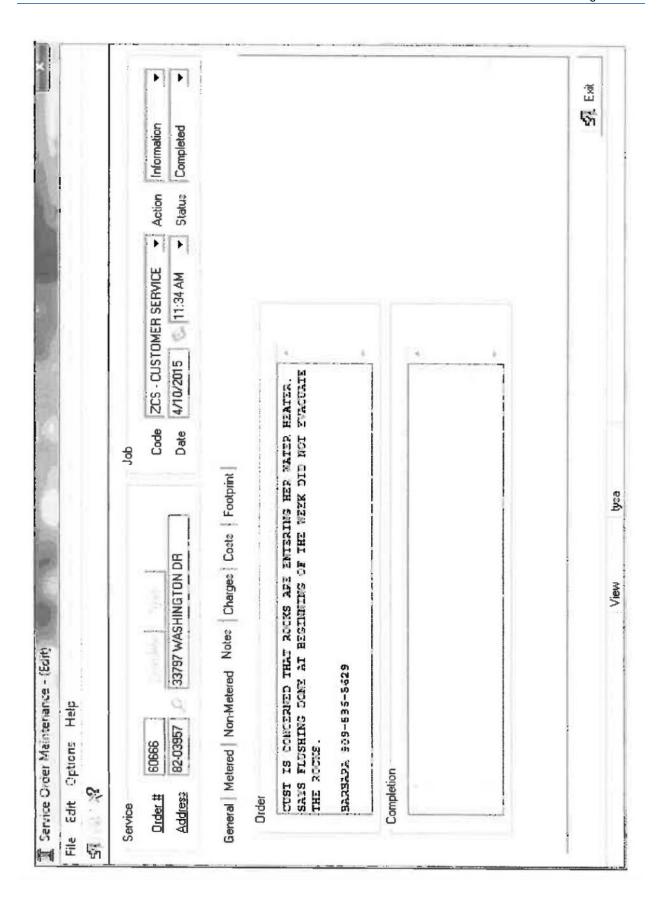
On April 10, 2015, Claimants requested a claim form which was sent out the same day.

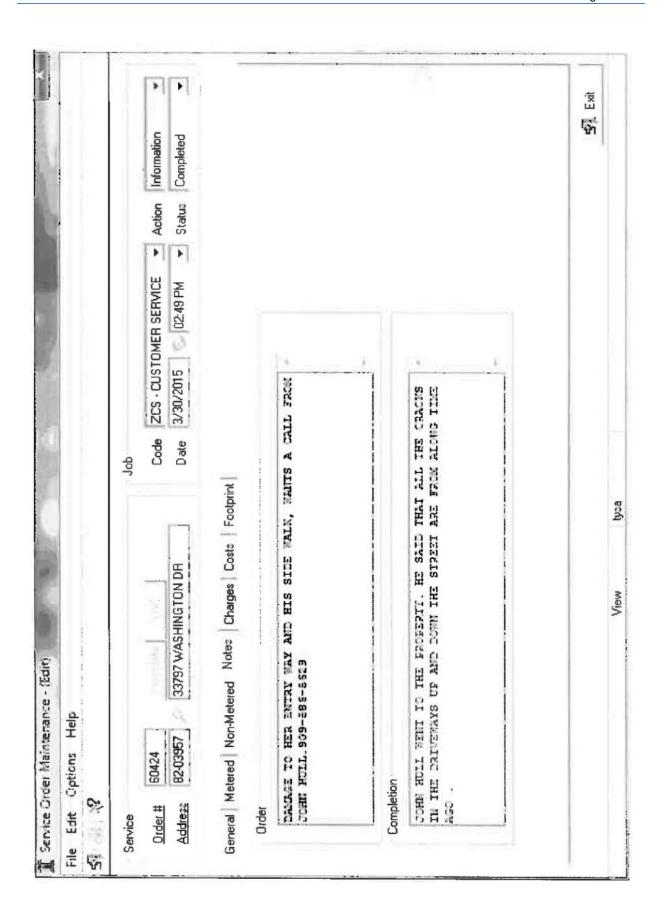
In July 2016, claimants' son inquired of District status of claim. The District had no record of the claim being submitted by claimants. Another claim form was provided, which was returned on August 1st, 2016. A review of the records and determinations previously made indicated that most or all of the 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).

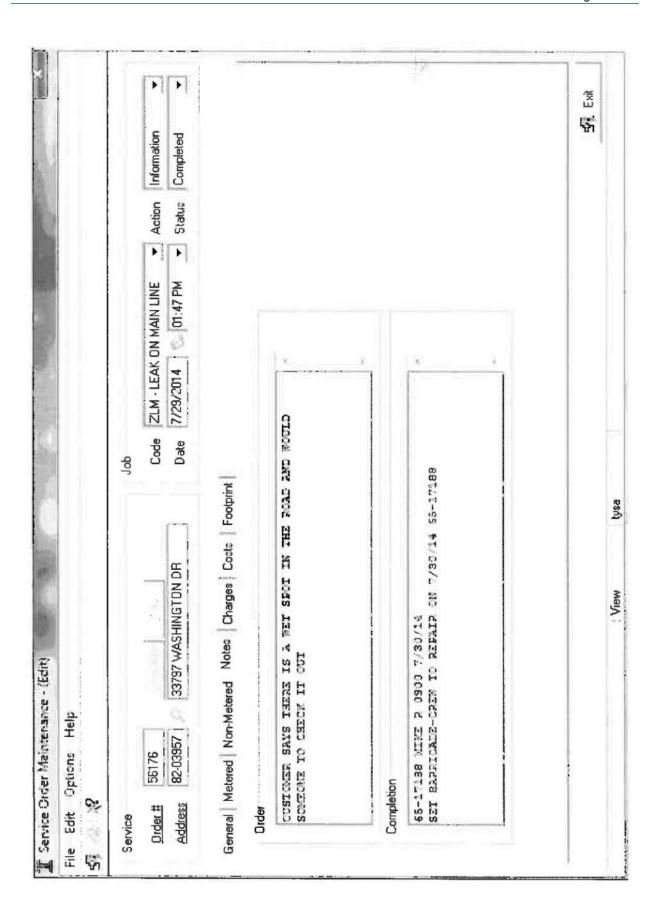
Due to the fact that the claim was submitted well past one year from when the damage was purportedly determined to have occurred, and that cracking in Claimants driveway was similar to other driveways on this street, the District staff recommends denial of the claim.

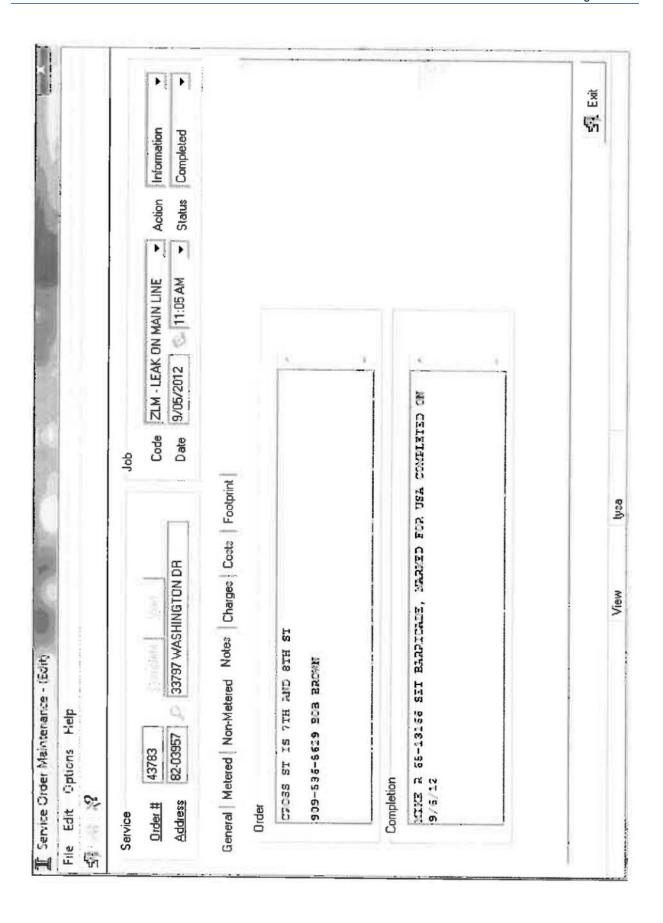
Attachments

07-19-2016 01:00 PM	SINGLE ACCOUNT NOTES REPORT
ACCOUNT #: 82-03957-04	NOTE TYPE: OCCUPANT
NAME	CE ADDRESS
BOB BROWN 33797	BOB BROWN 33797 WASHINGTON DR
4/06/2016 01:25 PM allison	CUST 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	BARBARA REQUESTED CLAIM FOR DRIYEWAY REPAIR. STATES IT IS DUE TO LEAK THAT WAS BEING
	REPAIRED IN THE ROAD. MAILED CLAIM FORM TODAY. ALSO, SRYC ORDER WRITTEN AS CUST IS
	CONCERNED THAT ROCKS ARE ENTERING HER WATER HEATER & THAT THE FLUSHING DONE AT BEGINNING
	OF WEEK DID NOT EVACUATE 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	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 2nd St

Yucaipa, Ca. 92399

(909) - 797-5937 FAX

RECEIVED

YUCAIPA VALLEY
MATER DISTRICT

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

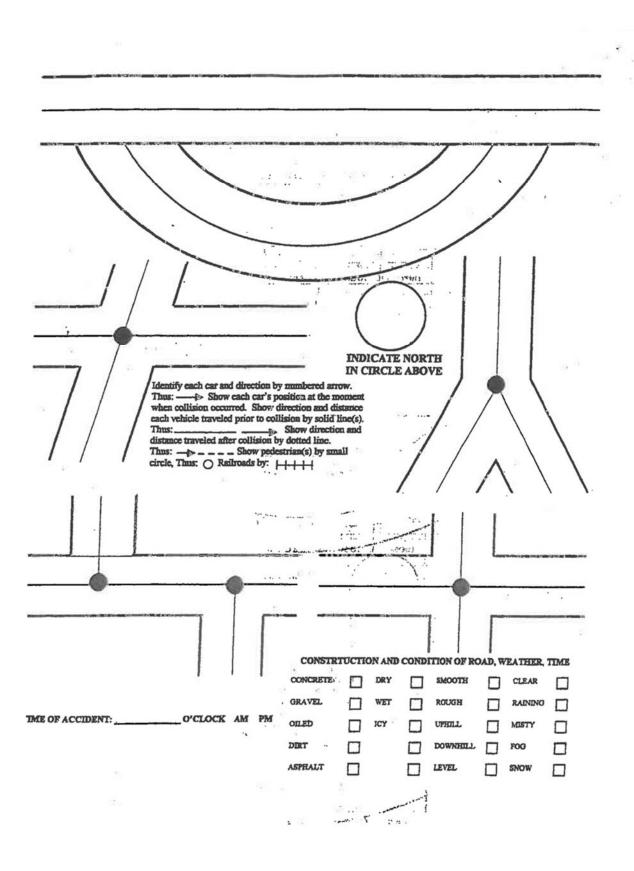
YVWD will conduct an investigation based on the information you provide on your claim form and internal YVWD records and interviews with YVWD field personnel. The investigation results will determine weather your claim is accepted or rejected. If your claim is accepted, YVWD's payment with regard to 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 -Ross - Ross - A	Clerks Date Stamp
Address 32707	(1)A/
Obenels)	
Business Home Messa	9)586-5629 ge/Cell
E-mail:	ge/ceii
Address at time of loss/Incident: SAME	*This box is for Official Use only!
Description of Details: (Describe how the loss/incident occurred)	
A broken water line was broken	· C -+ - C (c'
which resulted in crack to my	
driveway, FADEMENT WAS CUT	3 different Timer
(Attach additional pages and supporting documentation as needed)	
YVWD's involvement :(If possible, please identify employee and/or depa	rtment involved)
Witnesses: (please provide address	and phone numbers)
10 / 0	
BOD BROWN GARBARA BE	DOWN 3.TERRY KENCEARD
	/
Property Damage (please describe the value and extent of the damage to estimates, bills, or whatever documentation of damages you have)	your home, automobile or personal property: (Attach
CEMENT TRIVEWAY ENTE	24 CRACKES AND
GIRT CONTINUES TO WARK	ANDAU
Make:Year	License # Insurance
Co Policy #:	
Where you injured?: No: Yes: (If yes please complete the	e following)
Describe your injury (Identity your doctor(s)/Health care provider(s)	//^
Are you still receiving Medical Treatment? No: Yes:	///
imployer: 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 Cali	ifornia that the foregoing is true and correct"
	The same same same same same same same sam
nate and Blace (City and State)	101
Pate and Place (City and State) Signature	Berliara Brown

Automobile Accident Report

Name of Owner of Your Vehicl	e:							
Model Year:	Make of Car:		/		- 1			
State and License No.	Miles							
Name of Your Insurance Co.	willeage:	Mileage:		IF Leased, by Whom Held				
Type of Insurance Carried								
Name of Driver:								
	Address:		P	hone No.	:			
Relationship of Driver To Owner:	Driver's Date of Birth: Driver's License No.:							
Date of Accident:	Time: (AM / PM) Location: (Address No. And Street)			eet)				
City- Town:	Sc	ate:						
	OCCUPANTS OF							
Name	Address	Approx.	Relation	Your Vehicle	Other	Ped.	Injur	
		+	Owner	venicle	Vehicle		1	
/		-						
		+						
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tent of Damage: Loughs		divew	ay					
Auto, Make of Vehicle:	State and License #:		Driv	er's Licen	se #:		. .	
ner's Name	Address: 33797	abshine	Pho	ne:				
BOB BROWN	Address: 33797	Gaza	1 6	909)5	86-5	629		
ver's Name (if different)	Address:	Address: P			Phone:			
	Witnesses, (include occupa	nt's of Vehic	le)					
ne:	Address:		Phon	٥٠				
	1101							
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Director Memorandum 16-083

Date: September 7, 2016

Prepared By: Brent Anton, Engineering Manager

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

Service to Parcel Map No. 19751 (Assessor's Parcel Number 0300-193-27)

Recommendation: That the Board approves Development Agreement No. 2016-06 as

presented.

The subject property is located on the south side of Avenue E, between Dunlap Boulevard and 18th Street in the City of Yucaipa, San Bernardino County. The proposed development consists of a two lot subdivision that includes 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. The ultimate project will be developed over three phases.

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 18th 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.
 - ii. 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 (6th) 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.

- 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.
- 11. 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		By
	Print Name	Print Name
		Board President
	Title	Title
		Yucaipa Valley Water District
	Company	Agency

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Attachment A

Yucaipa Valley Water District - September 7, 2016 - Page 28 of 94



Director Memorandum 16-084

Date: September 7, 2016

Prepared By: Jennifer Ares, Water Resource Manager

Subject: Consideration of Executing a Land Lease Agreement for the Installation of

Groundwater Monitoring Wells with the City of Redlands

Recommendation: That the Board authorizes the Board President to execute a land lease

agreement with the City of Redlands for the installation of groundwater

monitoring wells.

On November 4, 2016 the Board of Directors approved the installation of additional monitoring wells in the San Timoteo Management Zone to characterize the groundwater movement in the area.

The following Land Lease Agreement needs to be executed prior to installing the monitoring 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. Termination.

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.
- 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 nondefaulting 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.
- Section 13. Indemnity. 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.
- Section 14. Hazardous Substances. Landlord represents that no substance, chemical or 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 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.
- Section 19. Subordination and Non-Disturbance. At Landlord's option, this Lease shall 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
Ву:	Ву:
Paul Foster,	Lonni Granlund
Mayor, City of Redlands	Board President
Date:	Date:

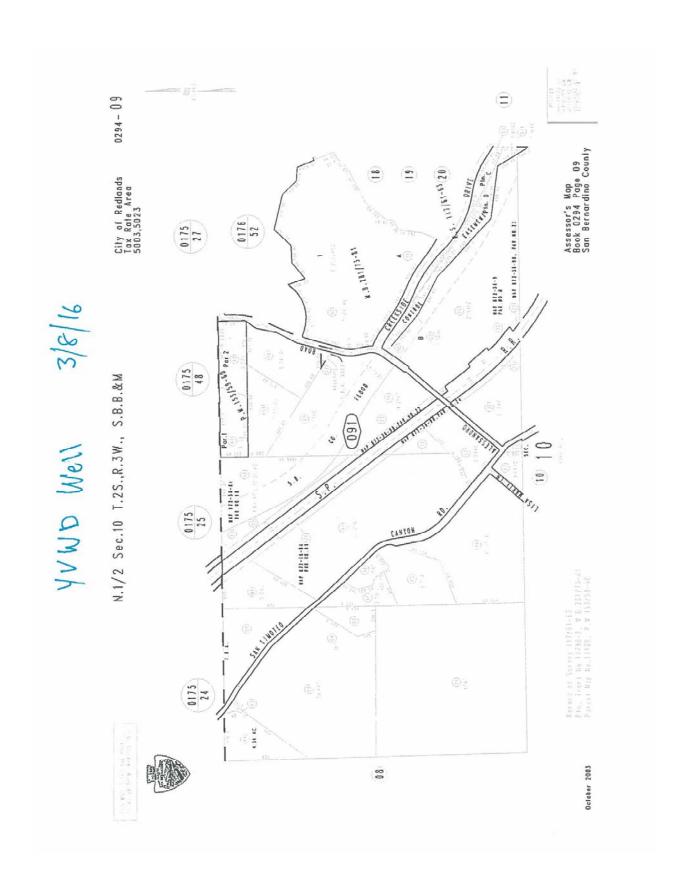
EXHIBIT "A" TO YUCAIPA VALLEY WATER DISTRICT MONITORING WELL LAND LEASE AGREEMENT

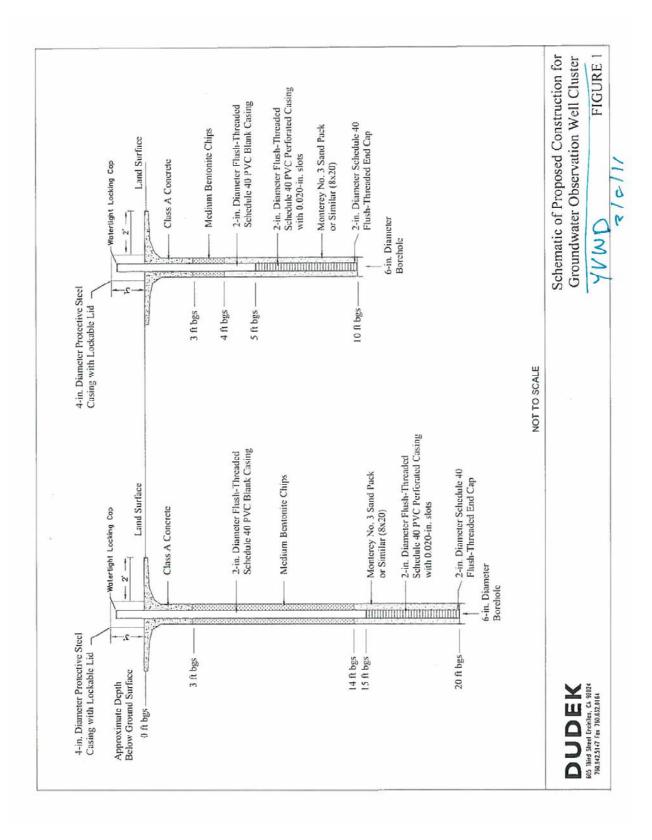
The Real Property situated in the City of Redlands, County of San Bernardino, State of California, described as follows:

PORTION OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10, ALONG WITH THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER 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-QUARTER 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 ft² 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.



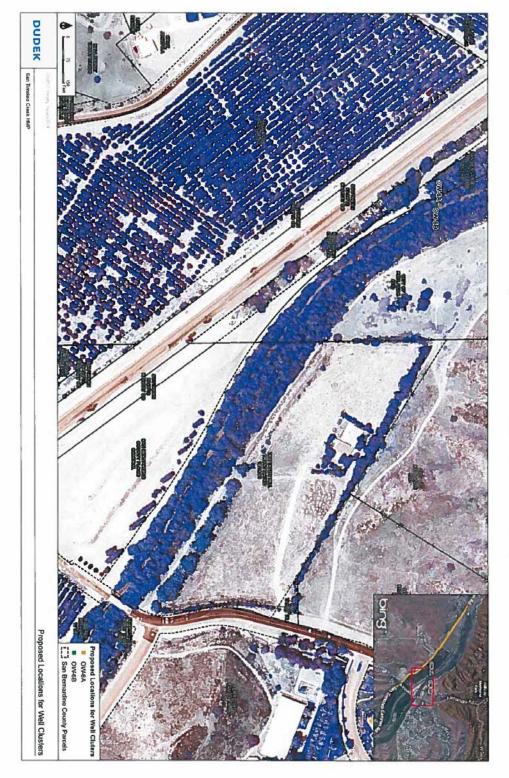


EXHIBIT C TO YUCAIPA VALLEY WATER DISTRICT MONITORING WELL LAND LEASE AGREEMENT

TENANT'S DRILLING PERMIT

Drilling Permit Nopages attached hereto		Permit issued	by the City	of Redlands	consisting of
The Drilling Permit will be Landlord to Tenant.	attached after this l	lease is signed	upon issuanc	ce of the Drillin	ng Permit by
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	U	Jpon	Record	ing,	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: Lonni Granlund, Board President:
Date:	Date:

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

LANDLORD ACKNOWLEDGMENT

STATE OF		
COUNTY OF) ss.)	
	before me,	
, persona	ally appeared	
acknowledged to me tha	be the persons whose names a at they executed the same in the	, who proved to me on the basis of are subscribed to the within instrument and neir authorized capacities, and that by their upon behalf of which the persons acted, executed
I certify under F paragraph is true and co		er the laws of the State of California that the foregoing
WITNESS my hand and	d official seal.	
Signature:		[Seal]

STATE OF CALIFORNIA)	
COUNTY OF ORANGE)	
Onpersonally appeared	before me,	, Notary Public,
who proved to me on the bass within instrument and acknow	is of satisfactory evidence to vledged to me that he execut-	be the person whose name is subscribed to the ed the same in his authorized capacity, and that upon behalf of which the person acted, executed
I certify under PENAl paragraph is true and correct.	LTY OF PERJURY under the	laws of the State of California that the foregoing
WITNESS my hand and offic	ial seal.	
Signature of Notary Pub		

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

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-QUARTER OF THE SOUTHWEST ONE-QUARTER 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-QUARTER 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-QUARTER 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



ucaipa Valley Water District Director Memorandum 16-085

Date: September 7, 2016

Prepared By: John Hull, Public Works Manager

Subject: Authorization to Purchase a 2017 International WorkStar Cab and

Chassis, Model 7600 with a 15-foot Dump Body

Recommendation: That the Board authorizes the purchase of a 2017 International

Workstar cab and chassis, Model 7600 with a 15-foot dump body utilizing the State of California Vehicle Contract Leveraged Procurement

Agreement for a sum not to exceed \$167,496.63

Each year the District staff reviews the operating condition, cost, and maintenance of fleet vehicles and equipment to evaluate overall maintenance and replacement needs. This year the District staff has identified the need to purchase a replacement dump truck. This vehicle is used by the Public Works Department for routine maintenance of the drinking water, recycled water, sewer facilities and to transport large equipment to job sites. Currently the District does not have a truck that can transport equipment for routine maintenance or emergency situations.

This item was previously discussed at the board workshop on July 26, 2016 as Workshop Memorandum No. 16-120 and the board meeting on August 17, 2016 as Director Memorandum No. 16-080.

Funds for this purchase will be split evenly between Water Division Depreciation Reserves (02-10310) and Sewer Division Depreciation Reserves (03-10310).

Fred M. Boerner Motor Co.

3620 E. Florence Ave. Huntington Park, CA 90255

August 1, 2016

2017 International WorkStar with 15 foot Dump Body For Purchase off State of California Vehicle Contract 1-16-23-20l Line Item 37

> Base Price: 81,451.55 Options Price: 35,525.42 Body Price: 38,112.50 Order Subtotal: 155,089.47 8% Sales Tax: 12,407.16 Total: 167,496.63

Options Summary:

Front Tow Loop, Upgraded Frame Rails and Reinforcement, Upgraded Front Axle and Suspension, Extended Wheelbase, Trailer Air Connections, ABS with Traction Control, Air Dryer, Drain Valve Upgrade, Tilt/Telescopic Steering Column, Vertical Exhaust System, Engine Brake, Rain Cap for Exhaust, Dual Electric Horn, 2 Dash Mounted Power Sources, Body Builder Wiring, Upgraded Battery System, Upgraded Radio, Back-up Alarm, 7 Pin Electrical Connectors, Relocated Battery Box, Air Horns Roof Mounted, Parking Brake Alarm, Bug Screen, Safety Triangles, Silicone Radiator Hoses, Upgraded to 13 liter N13 Engine for Application, Dual Element Air Cleaner, Fan Override in Cab, Upgrade to Allison 4500 Transmission, Upgraded Transmission Cooler for Allison 4500, Upgraded Rear Axle and Suspension for Application, 100 Gallon Fuel Tank, Upgraded Gauges for Application, Upgraded Driver and Passenger Seating, Power and Heated Mirrors, Power Windows and Locks, Premium Interior Trim, Exterior Sunshade, Upgraded Wheels and Tires, Remote Power Module for Body Upfitting Delivery to Yucaipa Water District

Body Summary:

15' 10/12YD Valew Dump Body (See Attached Specification)

Scott Pearson Joe Leivian
Scott Pearson and Joe Leivian
Government and Refuse Fleet Managers

Scott: 949-422-0472 Joe: 602-740-3298

Note: Quote valid for 90 days. Truck will not be ordered without an official purchase order.

Per Navistar Warranty: DISTANCE REQUIREMENTS

The distance traveled, as recorded on the odometer of the vehicle at the time of delivery, will establish the start of warranty distance requirements.

For example, a vehicle with 1000 miles at time of Delivery to User (DTU) with 100,000 mile warranty coverage, will receive warranty coverage of 101,000 miles.

Industry Standard on Class 6-8 vehicles is that they are moved under their own power. This movement is defined as distance traveled prior to delivery. DTU is the point of warranty registration by the selling dealer, and the point of time when pre-delivery distance traveled is recorded for the start of the warranty. Per Section 6.9.3, this vehicle may arrive with more that 500 miles and the ordering department has agreed to accept the vehicle and waive any fees associated with mileage per industry standard.



7600 SBA 6x4 2010

Yucaipa Valley Water District

INTERNATIONAL°	<u>Vehicle Specifications</u> 2017 7600 SBA 6X4 2010 (SF667)	June 2	22, 2016
<u>Code</u>	Description	F/R Wt	
SF66700	Base Chassis, Model 7600 SBA 6X4 2010 with 199.00 Wheelbase, 131.90 CA, and 63.00 Axle to Frame.	(lbs) 8748/6547	(lbs) 15295
1586	TOW LOOP, FRONT	85/0	85
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	258/287	545
1LNS	BUMPER, FRONT Full Width, Aerodynamic, Steel, Painted 0001 Canyon Black; 0.189" Material Thickness	-15/0	-15
1WHP	WHEELBASE RANGE 183" (465cm) Through and Including 248" (630cm)	0/0	0
2ARZ	AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	141/0	141
	Notes: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
3ADG	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 18,000-lb Capacity; With Shock Absorbers	113/0	113
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
	Notes The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic		
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4		
	Notes Rear Axle is Limited to 46,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle /Suspension Ordered.		
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqln Long Stroke Brake Chambers	0/0	0
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) With Automatic Traction Control	0/0	0
4EBS	AIR DRYER {Bendix AD-9} With Heater	23/4	27

2

INTERNATIONAL®	<u>Vehicle Specifications</u> 2017 7600 SBA 6X4 2010 (SF667)	June 2	22, 2016
<u>Code</u>	<u>Description</u>	F/R Wt (lbs)	Tot Wt
	Includes : AIR DRYER LOCATION Inside Left Rail, Back of Cab	, ,	` ,
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/0	0
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqln	0/0	0
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/0	0
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
4SPM	AIR COMPRESSOR {Bendix BA-921 Head Unload} 15.9 CFM Capacity, Single Cylinder	0/0	0
4WRP	DRAIN VALVE Automatic, with (3) Pull Chains, for Air Tanks	0/0	0
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Frame Rail, Front of Rear Suspension, Parallel to Rail	6/19	25
5710	STEERING COLUMN Tilting and Telescoping	10/0	10
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	123/-4	119
7BKE	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab, for Improved Ground Clearance	401/198	599
7SDK	ENGINE COMPRESSION BRAKE by Jacobs; for N13 Engines, With Selector Switch and On/Off Switch	0/0	0
7WAZ	TAIL PIPE (1) Turnback Type, Non-Bright, for Single Exhaust	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WNDSHIELD WPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WNDSHIELD WPERS Single Motor, Electric, Cowl Mounted : WRING, CHASSIS Color Coded and Continuously Numbered		
8518	CIGAR LIGHTER Includes Ash Cup	1/0	1
8541	HORN, ELECTRIC (2) Disc Style	0/0	0
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1

3 Proposal: 10564-01

INTERNATIONAL®	<u>Vehicle Specifications</u> 2017 7600 SBA 6X4 2010 (SF667)	June 2	22, 2016
<u>Code</u>	Description	F/R Wt	
8GXJ	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount	(lbs) 0/0	(lbs) 0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MKX	BATTERY SYSTEM {International} Maintenance-Free (3) 12-Volt 2775CCA Total	13/9	22
8RMA	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music, with Multiple Speakers	1/0	1
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TMG	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Combined With Stop, Compatible With Trailers That Use Combined Stop, Tail, Turn Lamps	0/7	7
8VUJ	BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WTL	STARTING MOTOR {Delco Remy 39MT} 12 Volt; Gear Reduced, With Thermal Over-Crank Protection	2/-1	1
8WVP	HORN, AIR (2) Single Tone, Rectangular; Chrome. Roof Mounted	9/-1	8
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, With Ignition "OFF" and any Door Opened	0/0	0
8XGT	TURN SIGNALS, FRONT LED, Includes LED Side Marker Lights, Mounted on Fender	0/0	0
9585	FENDER EXTENSIONS Rubber	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	3/0	3
9WAC	BUG SCREEN Front End; Mounted Behind Grille	5/0	5
9WBK	FRONT END Tilting, Fiberglass, With Three Piece Construction Includes Long Hood	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	Includes : PAINT SCHEMATIC ID LETTERS "GS"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10UAC	VEHICLE REGISTRATION IDENTITY ID for the State of California	0/0	0
10WCY	SAFETY TRIANGLES	0/62	62
11001	CLUTCH Omit Item (Clutch & Control)	-133/-23	-156
12772	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection, for N13 Engines	0/0	0
12926	RADIATOR HOSES Silicone; Molded	0/0	0

4

INTERNATIONAL®	<u>Vehicle Specifications</u> 2017 7600 SBA 6X4 2010 (SF667)	June 2	22, 2016
<u>Code</u>	Description		Tot Wt
12BCS	ENGINE, DIESEL {Navistar N13} EPA 2010, SCR, 430 HP @ 1700 RPM, 1550 lb-ft Torque @ 1000 RPM, 2100 RPM Governed Speed, 430 Peak HP (Max)	(lbs) 0/0	(lbs) 0
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	3/0	3
	<u>Includes</u> : FAN Nylon		
12UNX	FEDERAL EMISSIONS {Navistar N13} EPA, OBD and GHG Certified for Calendar Year 2016	0/0	0
12VBG	AIR CLEANER Dual Element, With Integral Pre Cleaner	12/0	12
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
12WBR	FAN OVERRIDE Manual; With Electric Switch on Instrument Panel, (Fan On With Switch On)	0/0	0
12WEG	COLD STARTING EQUIPMENT Automatic; With Engine ECM Control	0/0	0
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12XAW	RADIATOR Aluminum; Welded, Front to Back CrossFlow System, 1593 SqIn, 1012 SqIn CAC, 1543 SqIn 3 Core LTR	0/0	0
13AUT	TRANSMISSION, AUTOMATIC {Allison 4500_RDS_P} 5th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder	212/83	295
13WAW	OIL COOLER, AUTO TRANSMISSION (Modine) Water to Oil Type	25/0	25
13WBL	TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission	0/0	0
13WLM	TRANSMISSION OIL Synthetic; 63 thru 76 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	0/0	0
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	0/0	0
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
13XAL	PTO LOCATION Left Side of Transmission	0/0	0
14HRC	AXLE, REAR, TANDEM {Meritor RT-46-164EH} Single Reduction, Standard Width, 46,000-lb Capacity, With Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, 200 Wheel Ends . Gear Ratio: 3.91	0/541	541
	Includes : POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light : REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle		
	Notes : Axle Lead Time is 45 Days : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		

5 Proposal: 10564-01

INTERNATIONAL°	<u>Vehicle Specifications</u> 2017 7600 SBA 6X4 2010 (SF667)	June 2	22, 2016
<u>Code</u>	Description	F/R Wt	
14ULY	SUSPENSION, REAR, TANDEM {Hendrickson HMX-460-54} Walking Beam Type 54" Axle Spacing; 46,000-lb Capacity, With Rubber End Bushings, Transverse Torque Rods, Less Shock Absorbers	(lbs) 0/17	(lbs) 17
	Includes : CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone		
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles With Bar- Pin Beam Attachment Type Suspensions	0/0	0
15DYP	DEF TANK 9.5 U.S. Gal. 36.0L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LKU	FUEL/WATER SEPARATOR {Racor} Fuel Pre-Filter and Filter Base, Includes Water-In-Fuel Sensor	0/0	0
15SGD	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19.0" Tank Depth, 100 U.S. Gal., 378.5 L Capacity, Mounted Left Side Under Cab	47/16	63
16030	CAB Conventional	0/0	0
	Includes : ARM REST (2) Molded Plastic; One Each Door : COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color : STEP (4) Two Steps Per Door		
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
	Includes : GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS, for Allison Transmission	1/0	1
16HGL	GAUGE, OIL TEMP, REAR AXLE	1/0	1
16HGN	GAUGE, AIR APPLICATION	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0

6 Proposal: 10564-01

INTERNATIONAL®	Vehicle Specifications 2017 7600 SBA 6X4 2010 (SF667)	June 22, 2016	
<u>Code</u>	Description	F/R Wt	Tot Wt (lbs) 0
16JJD	SEAT, DRIVER {National 2000 195} Air Suspension, High Back With Integral Headrest, Cloth, Isolator, 3 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust, Cushion and Back Bolsters	(lbs) 0/0	
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type		
16SDC	GRAB HANDLE (2) Chrome Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry, Mounted Left and Right, Each Side at "B" Pillar	6/0	6
16SDG	MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4", With Bright Finish	2/0	2
16SDU	MIRRORS (2) {Lang Mekra} Styled; Rectangular, Power Both Sides, Thermostatically Controlled Heated Heads, Clearance Lights LED, Bright Finish Heads & Brackets, Breakaway Type, 7.09" x 15.75" & Integral Convex Both Sides, 102" Inside Spacing	8/0	8
16SMR	SEAT, PASSENGER {National} Non Suspension, High Back With Integral Headrest, Cloth, With Fixed Back, With Under Seat Storage	29/12	41
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	48/6	54
	Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A		
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WJU	WNDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WKY	HVAC FRESH AIR FILTER	0/0	0
16WRZ	CAB INTERIOR TRIM Premium	0/0	0
	Includes : "A" PILLAR COVER Molded Plastic : CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator, Premium Floormat, and Sound Dampening Patches : CAB, INTERIOR TRIM, CLOSEOUT Lower Dash Closeout Panel; Molded Plastic; Under Instrument Panel Driver Side : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets, CB Radio Pocket, Speakers, and Reading Lights : COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side : DOOR TRIM PANELS with Cloth Insert on Bolster Driver and Passenger Doors : FLOOR COVERING Rubber, Black : GAUGE, TEMPERATURE, AMBIENT Includes Wiring and Sensor With Display Unit Mounted in Cluster : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (2) Molded Plastic (Carpet Texture), Full-Length; Driver and Passenger Doors		

INTERNATIONAL®	<u>Vehicle Specifications</u> 2017 7600 SBA 6X4 2010 (SF667)	June 2	22, 2016
Code	Description	F/R Wt (lbs)	Tot Wt
	: SUN VISOR (3) Padded Vinyl: 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side	(edi)	(105)
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XWD	SUNSHADE, EXTERIOR Aerodynamic, Painted Roof Color; Includes Integral Clearance/Marker Lights	14/3	17
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs	0/0	0
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab behind Driver Seat; Up to 6 Outputs & 6 Inputs, Max. 20 amp. per Channel, Max. 80 amp Total (Includes 1 Switch Pack With Latched Switches)	0/0	0
7382135413	(8) TIRE, REAR 11R22.5 HDO (CONTINENTAL) 490 rev/mile, load range H, 16 ply	0/8	8
7792495429	(2) TIRE, FRONT 295/75R22.5 ECO PLUS HS3 (CONTINENTAL) 519 rev/mile, load range H, 16 ply	-2/0	-2
	Services Section:		
40118	WARRANTY Standard for Paystar 5000, and Workstar 7500/7600, Effective with Vehicles Built January 2, 2015 or Later, CTS-2003Z	0/0	0
40LXD	SRV CONTRACT, EXT MAJOR COMP {Navistar Prepackaged Components} To 60-Month/100,000 Miles (160,000 km), Includes Front Axle, Rear Axle, and Propshaft, for Rear Axle Rating of 52,000 lbs or less	0/0	0
40MCR	SRV CONTRACT, EXT ENGINE {Navistar} To 60-Month/100,000 Miles (160,000 km), 3,600 Hours; Includes Engine, Engine Electronics, Turbocharger, Water Pump and Fuel Injectors, for Navistar N13 Engines	0/0	0
40PJY	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 36-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission, for Rear Axle Rating of 52,000 lbs or less	0/0	0
	Total Component Weight:	10226/7793	18019

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL®

<u>Weight Summary</u> 2017 7600 SBA 6X4 2010 (SF667) June 22, 2016

There is no weight study for this proposal.

9 Proposal: 10564-01



Valew 15'- 10/12 Yard Square Dump

Valew Dump Truck Specifications: Installed on your chassis!

Specifically designed for extreme use. All steel gauges have been increased for greater durability.

10/12 yard-15'

Muncie Hoist (telescopic style)

Permco Pump

Hot Shift P.T.O. for auto trans

Hydraulic Reservoir

Double Walled Construction

3/16" interior, 10ga. exterior

One Piece Steel Floor

Headboard

Cab Guard

Spreader Apron

Center Ditch Gate

Safety Locking Controls

Air Tail Gate Release

Ph 45 Hitch assembly w/ air and electric to rear

Spring Loaded Tarp System

Primer and Painted Black

36" Steel Toolbox

High Lift Gate

Steel Boards

Note: A clean 126"-132" CT is needed



Director Memorandum 16-086

Date: September 7, 2016

Prepared By: John Hull, Public Works

Subject: Authorization to Purchase a 2017 International DuraStar Cab and

Chassis Model 4300 with a Valew 2,000-Gallon Water Tank

Recommendation: That the Board authorizes the purchase of a 2017 International

DuraStar Cab and Chassis, Model 4300 with a Valew 2,000-gallon water tank, utilizing the State of California Vehicle Contract Leveraged

Procurement Agreement for a sum not to exceed \$92,835.60.

Each year the District staff reviews the operating condition, cost and maintenance of fleet vehicles and equipment to evaluate the overall maintenance and replacement needs. This year the District staff has identified the need to replace the 1989 Ford Water Truck. The Public Works Department uses the current water truck for routine maintenance of the drinking water, recycled water and sewer facilities.

This item was previously discussed at the board workshop on July 26, 2016 as Workshop Memorandum No. 16-119 and the board meeting on August 17, 2016 as Director Memorandum No. 16-080.

Funds for this purchase will be split evenly between Water Division Depreciation Reserves (02-10310) and Sewer Division Depreciation Reserves (03-10310).

Fred M. Boerner Motor Co.

3620 E. Florence Ave. Huntington Park, CA 90255

August 1, 2016

2017 International DuraStar with Valew 2000 Gal Water Tank For Purchase off State of California Vehicle Contract 1-16-23-20l Line Item 33

> Base Price: 60,383.98 Options Price: 5,307.41 Body Price: 20,267.50 Order Subtotal: 85,958.89 8% Sales Tax: 6,876.71 Total: 92,835.60

Options Summary:

Front Tow Hooks, Upgrade Frame Rail 80,000 PSI, Air Brake System Credit, Trailer Connections Air to the EOF, Air Brake System 18.7 CFM Air Compressor, Tilting Steering Column, Dash Mounted Power Source, Body Builder Wiring, Trailer connection Socket 7 way, Back-up Alarm, Daytime Running Headlights, Bug Screen, Quarter Fenders, Upgraded Engine for application, Clutch Eaton Fuller Solo 1402, Manual Transmission Credit, Meritor RS-23-160 Rear Axle, Vari Rate Rear Suspension, Fuel Water Separator Location, 50 Gallon Fuel Tank Air Suspended Driver Seat, Non-Suspension Passenger Seat with Under Seat Storage, Power Windows and Door Locks, Upgraded Tires and Wheels, Delivery to Yucaipa

Body Summary:

Valew 2000 Gallon Water Tank Body (See attached specification)

Scott Pearson Joe Leivian

Scott Pearson and Joe Leivian

Government and Refuse Fleet Managers

Scott: 949-422-0472 Joe: 602-740-3298

Note: Quote valid for 90 days. Truck will not be ordered without an official purchase order.

Per Navistar Warranty: DISTANCE REQUIREMENTS

The distance traveled, as recorded on the odometer of the vehicle at the time of delivery, will establish the start of warranty distance requirements.

For example, a vehicle with 1000 miles at time of Delivery to User (DTU) with 100,000 mile warranty coverage, will receive warranty coverage of 101,000 miles.

Industry Standard on Class 6-8 vehicles is that they are moved under their own power. This movement is defined as distance traveled prior to delivery. DTU is the point of warranty registration by the selling dealer, and the point of time when pre-delivery distance traveled is recorded for the start of the warranty. Per Section 6.9.3, this vehicle may arrive with more that 500 miles and the ordering department has agreed to accept the vehicle and waive any fees associated with mileage per industry standard.



4300 SBA 4x2

Yucaipa Valley Water District

INTERNATIONAL	Vehicle Specifications 2017 4300 SBA 4X2 (MA025)	June 2	23, 2016
<u>Code</u>	Description		Tot Wt
MA02500	Base Chassis, Model 4300 SBA 4X2 with 152.00 Wheelbase, 84.90 CA, and 73.00 Axle to Frame.	(lbs) 5474/2935	(lbs) 8409
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1CAB	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312" (231.8mm x 77.8mm x 8.0mm); 394.3" (10014mm) Maximum OAL	-25/161	136
1LLD	BUMPER, FRONT Full Width, Aerodynamic, Steel; 0.142" Material Thickness	0/0	0
	Includes : BUMPER, FRONT Powder Coated Gray (Argent) Color		
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)	0/0	0
2AUT	AXLE, FRONT NON-DRIVING {Navistar Select} I-Beam Type, 10,000-lb Capacity	41/0	41
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers	66/0	66
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free		
	Notes : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	89/41	130
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE Bendix On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic : SLACK ADJUSTERS, REAR Automatic : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 Notes : Front and Rear Dust Shields not Included : Rear Axle is Limited to 23,000-lb GAWR with Code 04091 BRAKE SYSTEM, AIR and Standard Rear Air Cam Brakes Regardless of Axle/Suspension Ordered. : REAR AXLE IS LIMITED TO 19,000-LB GAWR WITH CODE 04091 BRAKE SYSTEM, AIR AND CODE 04NDC BRAKES, REAR, AIR CAM REGARDLESS OF AXLE/SUSPENSION ORDERED. : REAR AXLE IS LIMITED TO 20,000-LB GAWR WITH CODE 04091 BRAKE SYSTEM, AIR AND CODE 04NCW BRAKES, REAR, AIR CAM REGARDLESS OF AXLE/SUSPENSION ORDERED.		
4619	TRAILER CONNECTIONS Four-Wheel, With Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	9/21	30
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn	17/0	17
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	0/0	0

2 Proposal: 10565-01

INTERNATIONAL®	Vehicle Specifications 2017 4300 SBA 4X2 (MA025)	June 2	23, 2016
<u>Code</u>	Description		Tot Wt
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers	(lbs) 165/0	(lbs) 165
	Notes : Front Axle with 14,000-lb GAWR is Limited to 13,200-lb GAWR when used in Conjunction with 15" BRAKES, FRONT, AIR CAM. : The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	0/211	211
	Notes: The following features should be considered when calculating Front GAWR: Front Axles; Front Suspension; Brake System; Brakes, Front Air Cam; Wheels; Tires.		
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM Capacity	36/0	36
5710	STEERING COLUMN Tilting and Telescoping	0/0	0
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black	0/0	0
5PSA	STEERING GEAR (Sheppard M100) Power	25/0	25
7BEM	EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab	110/-32	78
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	Includes : BATTERY BOX Steel : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : FUSES, ELECTRICAL SAE Blade-Type : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : JUMP START STUD Located on Positive Terminal of Outermost Battery : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers, Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered		
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense	0/0	0
8HAB	BODY BUILDER WIRING Back of Standard Cab at Left Frame or Under Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MEP	BATTERY SYSTEM {International} Maintenance-Free (2) 12-Volt 1300CCA Total	0/0	0
8RKB	RADIO {Panasonic CQ120} AM/FM, Includes Multiple Speakers, Includes Auxiliary Input	2/0	2

3

INTERNATIONAL®	Vehicle Specifications 2017 4300 SBA 4X2 (MA025)	June 2	23, 2016
<u>Code</u>	Description	F/R Wt (lbs)	Tot Wt
	Includes : SPEAKERS IN CAB (2) Dual-Cone with Deluxe Interior : SPEAKERS IN CAB (4) Coaxial with Premium Interior	(103)	(103)
8TME	TRAILER CONNECTION SOCKET 7-Way; Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible With Trailers That Have Amber or Side Turn Lamps	0/7	7
8VAY	HORN, ELECTRIC Disc Style	0/0	0
8WDG	BACK-UP ALARM {Preco 1059} Electronic; Solid State, Dual Function, 112 dBA	0/1	1
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights	0/0	0
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL With Audible Alarm	0/0	0
9HAD	GRILLE Chrome	0/0	0
9WAC	BUG SCREEN Front End; Mounted Behind Grille	5/0	5
9WAY	FRONT END Tilting, Fiberglass, With Three Piece Construction	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	Includes : PAINT SCHEMATIC ID LETTERS "GA"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10NPW	SPECIAL RATING, GVWR Limited to 26,000-lb GVWR	0/0	0
10WTR	QUARTER FENDERS for Rear Wheels, Black Plastic; Frame Mounted.	0/18	18
11LEV	CLUTCH {Eaton Fuller Solo 1402} Two-Plate, Stamped Angle Spring; Ceramic, 14" Diameter, 7+1 Low Rate Damper, With 1.75" Spline, Mechanical Pull Type Control and Adjustment Free, 860 lb-ft Torque Capacity	22/4	26
	Includes : CLUTCH RELEASE BEARING Greasable		
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12EGA	ENGINE, DIESEL {Cummins ISB 325} EPA 2010, 325 HP @ 2600 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)	0/0	0
12TSY	FAN DRIVE (Borg-Warner SA85) Viscous Type, Screw On	0/0	0
	Includes : FAN Nylon		
12UPB	FEDERAL EMISSIONS (Cummins ISB) EPA, OBD and GHG Certified for Calendar Year 2016	0/0	0
12UYB	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 Sqln Louvered, With 313 Sqln Charge Air Cooler	21/-3	18
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps		

4 Proposal: 10565-01

INTERNATIONAL®	<u>Vehicle Specifications</u> 2017 4300 SBA 4X2 (MA025)	June 2	23, 2016
<u>Code</u>	Description	F/R Wt (lbs)	Tot Wt
	: RADIATOR HOSES Premium, Rubber	(103)	(103)
12VBR	AIR CLEANER With Service Protection Element	0/0	0
	<u>Includes</u> : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted		
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB Engines	0/0	0
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB or ISL Engines	0/0	0
13GMJ	TRANSMISSION, MANUAL {Fuller FSO-8406A} 6-Speed Manual; Fully Synchronized, Short Shift Stroke, With Overdrive	0/0	0
13WLW	TRANSMISSION OIL {EmGard 40W} Synthetic; 1 thru 21.99 Pints	16/4	20
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAL	PTO LOCATION Left Side of Transmission	0/0	0
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends . Gear Ratio: 5.38	0/209	209
	<u>Includes</u> : REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle		
	Notes : The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires. : When Specifying Axle Ratio, Check Performance Guidelines and TCAPE for Startability and Performance		
14VAH	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 23,500-lb Capacity, With 4500 lb Auxiliary Rubber Spring	0/66	66
	Notes: The following features should be considered when calculating Rear GAWR: Rear Axles; Rear Suspension; Brake System; Brakes, Rear Air Cam; Brake Shoes, Rear; Special Rating, GAWR; Wheels; Tires.		
15LMS	FUEL/WATER SEPARATOR Cummins Supplied on Engine, with 12 Volt DC Heater, with Water-in-Fuel Sensor	5/3	8
15SGJ	FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 16" Tank Depth, 50 U.S. Gal., 189 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab	2/-2	0
15WDG	DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
16030	CAB Conventional	0/0	0
	Includes : ARM REST (2) Molded Plastic; One Each Door : CLEARANCE/MARKER LIGHTS (5) Flush Mounted		

5 Proposal: 10565-01

INTERNATIONAL® Vehicle Specifications 2017 4300 SBA 4X2 (MA025) June 23, 2016

Code	Description	F/R Wt	Tot Wt
	: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window : CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel : DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted : GLASS, ALL WINDOWS Tinted : GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side : GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side : INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color	(IDS)	(IDS)
16HBA	GAUGE CLUSTER English With English Electronic Speedometer	0/0	0
	Includes : GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter : ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout : WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)		
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} With Black Bezel Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16HLJ	GAUGE, DEF FLUID LEVEL	0/0	0
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	2/0	2
	Includes : SEAT BELT 3-Point, Lap and Shoulder Belt Type		
16LUM	SEAT, PASSENGER {National} Non Suspension, High Back With Integral Headrest, Vinyl, With Fixed Back, With Under Seat Storage	25/16	41
16SDE	MIRROR, CONVEX, LOOK DOWN {Lang Mekra} Right Side; 6" x 10 1/4"	2/0	2
16SED	GRAB HANDLE (2) Black, Aluminum; for Cab Entry Mounted Left and Right each Side at "B" Pillar	4/0	4
16SNA	MIRRORS (2) {Lang Mekra} Rectangular, Black Heads, Brackets and Arms, Breakaway Type, 7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing	-3/0	-3
16WCT	AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster	64/7	71
	Includes : HEATER HOSES Premium : HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps : REFRIGERANT Hydrofluorocarbon HFC-134A		
16WJS	INSTRUMENT PANEL Center Section, Flat Panel	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	5/0	5
16WLE	STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door	1/0	1
16WRX	CAB INTERIOR TRIM Deluxe	0/0	0

6 Proposal: 10565-01

INTERNATIONAL® Vehicle Specifications June 23, 2016 2017 4300 SBA 4X2 (MA025) Code Description F/R Wt Tot Wt (lbs) <u>Includes</u> : "A" PILLAR COVER Molded Plastic CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering : CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket : DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors : FLOOR COVERING Rubber, Black : HEADLINER Soft Padded Cloth : INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section : STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door : SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console 27DTU WHEELS, FRONT (Accuride 29001) DISC; 22.5x7.50 Rims, Powder Coat Steel, 0/0 0 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs 28DTT WHEELS, REAR (Accuride 28828) DUAL DISC; 22.5x8.25 Rims, Powder Coat 0/0 0 Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs 7372135423 (4) TIRE, REAR 11R22.5 HDR2 (CONTINENTAL) 491 rev/mile, load range G, 14 0/184 184 7372135429 (2) TIRE, FRONT 11R22.5 ECO PLUS HS3 (CONTINENTAL) 495 rev/mile, load 74/0 74 range G, 14 ply Services Section: 40116 WARRANTY Standard for Durastar 1000/4000 Series, Effective with Vehicles Built 0/0 0 January 2, 2015 or Later, CTS-2475P 40KDN SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles 0/0 0 (160,000 km), Extended Cummins ISB Engine Coverage, Protection Plan 1, (Truck Application Only) SRV CONTRACT, EXT MAJOR COMP {Navistar Prepackaged Components} To 40LUD 0/0 O 60-Month/100,000 Miles (160,000 km), Includes Front Axle, Rear Axle, and Propshaft 40PES SRV CONTRACT, EXT VEH COVERAGE (Navistar) To 36-Month/50,000 Miles 0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

(80,000 km), Excludes Extended Warranty for Engine and Transmission

Total Component Weight:

6272/3851

10123

INTERNATIONAL®

Weight Summary 2017 4300 SBA 4X2 (MA025) June 23, 2016

There is no weight study for this proposal.

8 Proposal: 10565-01

Valew Deluxe Tank System

Approximately 2000 - Gallon Capacity

3/16" Steel Tank w/ baffle and horizontal brace

Frame mount centrifugal 3" x 4" pump

Air shift P.T.O.

Independent Air Controls

- (2) Front Sprays / VA2003 / Victolic clamps before 90 deg elbows
- (1) Side Spray / Clay
- (2) Rear Sprays / VA2003 / Victolic clamps before 90 deg elbows
- (1) $1\frac{1}{2}$ " hose outlet
- (1) ³/₄ hose bib

Push block with toolbox

Anti-siphon loading pipe

Equipped with over fill protection

Hose kit

Suction plumbing

Valew integrated hose reel / push block

Integrated fenders

Legal lights and mud flaps

New Primer and Painted White



Director Memorandum 16-087

Date: September 7, 2016

Prepared By: Joseph Zoba, General Manager

Subject: Recognition of Jack Nelson on the Occasion of his Retirement from the

Yucaipa Valley Water District

Recommendation: That the Board adopts Resolution No. 2016-22.

On September 10, 2016, Jack Nelson will be retiring from the Yucaipa Valley Water District as the Assistant General Manager after over twenty-seven years of service. Mr. Nelson has exemplified professionalism, dedication and commitment to our community throughout his career with the Yucaipa Valley Water District.

The purpose of this agenda item is to provide Mr. Nelson with a resolution recognizing his outstanding service to the District and the community we serve.

RESOLUTION NO. 2016-22

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT HONORING JOHN "JACK" NELSON ON THE OCCASION OF HIS RETIREMENT

WHEREAS, Mr. John "Jack" Nelson was hired by the Yucaipa Valley Water District on July 14, 1989, and after providing over twenty-seven years of service to the customers of the Yucaipa Valley Water District, he will be retiring on September 10, 2016; and

WHEREAS, Mr. Jack Nelson was hired by the Yucaipa Valley Water District as a Project Engineer responsible for water and sewer projects. After approximately five years with the District, Mr. Jack Nelson was promoted to Assistant General Manager at a special meeting of the Board of Directors on May 12, 1994; and

WHEREAS, during his tenure, Mr. Jack Nelson has been instrumental in planning the necessary infrastructure for a growing community. Mr. Jack Nelson has been directly involved in numerous improvements to the drinking water system, the addition of the drinking water filtration facility, expansion of the sewer treatment plant, implementation of a recycled water system, and an extension of the Inland Empire Brineline to the Yucaipa Valley; and

WHEREAS, throughout his tenure of service to the Yucaipa Valley Water District, Mr. Jack Nelson provided exceptional leadership, support, and guidance to refine, improve, and expand the administrative and operational services provided by the Yucaipa Valley Water District; and

WHEREAS, Mr. Jack Nelson has always been distinguished and recognized for his outstanding skills, engineering concepts, dependability, knowledge, commitment, eagerness to share information, and his wide range of experience; and

WHEREAS, retiring from the Yucaipa Valley Water District as an Assistant General Manager, Mr. Jack Nelson will always be remembered by the characteristics he exhibited as a true professional, dedicated employee, and good friend.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED, that the Board of Directors of the Yucaipa Valley Water District, on behalf of the District staff, does hereby extend its sincere appreciation to Mr. Jack Nelson for his years of dedicated service and contributions to the Yucaipa Valley Water District and the community.

BE IT FURTHER RESOLVED that a suitably prepared copy of this resolution is presented to Mr. Jack Nelson.

PASSED AND ADOPTED this 7th day of September 2016.

YUCAIPA VALLEY WATER DISTRICT
Lonni Granlund, President Board of Directors



Director Memorandum 16-088

Date: September 7, 2016

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Resolution No. 2016-23 Designating the Time and Place for

Holding Regular Meetings and Workshops of the Board of Directors

Recommendation: No recommendation.

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 changing the meeting dates and times for board meetings and board workshops.

At the board workshop held on July 26, 2016, the board members discussed several different options 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.

At the regular board meeting held on August 3, 2016, the Board of Directors continued their discussion about possible changes to the current meeting schedule. At the conclusion of the discussion, the Board of Directors voted to continue the discussion of this topic to the August 17, 2016 board meeting. [Director Memorandum No. 16-074]

At the regular board meeting held on August 17, 2016, the Board of Directors further discussed alternative meeting dates and times. After a lengthy discussion, the Board of Directors voted to continue the discussion of this topic to the workshop scheduled for August 30, 2016. [Director Memorandum No. 16-071]

At the board workshop held on August 30, 2016, District Legal Counsel was requested to prepare a draft resolution changing the District's regular board meetings to the first and third Tuesday of each month at 6:00 p.m. and the District's regular board workshops to the second and last Tuesday of each month at 4:00 p.m. Resolution No. 2016-23 has been prepared accordingly and is included to facilitate further discussion and possible action by the Board of Directors.



State of California

GOVERNMENT CODE

Section 54954

- 54954. (a) Each legislative body of a local agency, except for advisory committees or standing committees, shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings. Meetings of advisory committees or standing committees, for which an agenda is posted at least 72 hours in advance of the meeting pursuant to subdivision (a) of Section 54954.2, shall be considered for purposes of this chapter as regular meetings of the legislative body.
- (b) Regular and special meetings of the legislative body shall be held within the boundaries of the territory over which the local agency exercises jurisdiction, except to do any of the following:
- (1) Comply with state or federal law or court order, or attend a judicial or administrative proceeding to which the local agency is a party.
- (2) Inspect real or personal property which cannot be conveniently brought within the boundaries of the territory over which the local agency exercises jurisdiction provided that the topic of the meeting is limited to items directly related to the real or personal property.
- (3) Participate in meetings or discussions of multiagency significance that are outside the boundaries of a local agency's jurisdiction. However, any meeting or discussion held pursuant to this subdivision shall take place within the jurisdiction of one of the participating local agencies and be noticed by all participating agencies as provided for in this chapter.
- (4) Meet in the closest meeting facility if the local agency has no meeting facility within the boundaries of the territory over which the local agency exercises jurisdiction, or at the principal office of the local agency if that office is located outside the territory over which the agency exercises jurisdiction.
- (5) Meet outside their immediate jurisdiction with elected or appointed officials of the United States or the State of California when a local meeting would be impractical, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.
- (6) Meet outside their immediate jurisdiction if the meeting takes place in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.
- (7) Visit the office of the local agency's legal counsel for a closed session on pending litigation held pursuant to Section 54956.9, when to do so would reduce legal fees or costs.

- (c) Meetings of the governing board of a school district shall be held within the district, except under the circumstances enumerated in subdivision (b), or to do any of the following:
 - (1) Attend a conference on nonadversarial collective bargaining techniques.
- (2) Interview members of the public residing in another district with reference to the trustees' potential employment of an applicant for the position of the superintendent of the district.
 - (3) Interview a potential employee from another district.
- (d) Meetings of a joint powers authority shall occur within the territory of at least one of its member agencies, or as provided in subdivision (b). However, a joint powers authority which has members throughout the state may meet at any facility in the state which complies with the requirements of Section 54961.
- (e) If, by reason of fire, flood, earthquake, or other emergency, it shall be unsafe to meet in the place designated, the meetings shall be held for the duration of the emergency at the place designated by the presiding officer of the legislative body or his or her designee in a notice to the local media that have requested notice pursuant to Section 54956, by the most rapid means of communication available at the time.

(Amended by Stats. 2004, Ch. 257, Sec. 1. Effective January 1, 2005.)

RESOLUTION NO. 2016-23

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT DESIGNATING THE TIME AND PLACE FOR HOLDING REGULAR MEETINGS AND WORKSHOPS OF THE BOARD OF DIRECTORS

WHEREAS, the Ralph M. Brown Act at Section 54954 of the Government Code requires the adoption of a resolution specifying the time and place of regular meetings of the Board of Directors of the Yucaipa Valley Water District ("District"); and

WHEREAS, the District has previously conducted its regular Board meetings on the first and third Wednesday of each month and its regular Board workshops on the second and last Tuesday of each month; and

WHEREAS, it is the intent of the Board of Directors by this Resolution to change its regular Board meetings to the first and third Tuesday of each month and change its regular Board workshops to the second and last Tuesday of each month.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Yucaipa Valley Water District as follows:

- 1. The District's regular Board meetings shall be held on the first and third Tuesday of each month at 6:00 p.m. and the District's regular Board workshops shall be held on the second and last Tuesday of each month at 4:00 p.m.
- 2. The regular meetings and any special meetings of the Board of Directors will ordinarily be held at the Board Room of the District's main office located 12770 Second Street, Yucaipa, California 92399; Phone: (909) 797-5117. Such meetings may be noticed for another location from time-to-time as determined by the District, by and through its Board of Directors, Board President or Vice-President or its General Manager.
- 3. Such regular Board of Directors' meetings may be adjourned or rescheduled to another date or time or District location to accommodate a holiday, for lack of a quorum or for the convenience of the members of the Board of Directors.
- 4. This Resolution shall be effective immediately and all previous resolutions, setting the time and place for regular and special meetings of the Board of Directors, are hereby superseded.

PASSED AND ADOPTED this 7th day of September, 2016.

	YUCAIPA VALLEY WATER DISTRICT
	Lonni Granlund, President Board of Directors
ATTEST:	
Joseph B. Zoba, General Manager	

Board Reports



Director Comments





FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

Number of Employees: 5 elected board members

62 full time employees

Operating Budget: Water Division - \$13,397,500

Sewer Division - \$11,820,000

Recycled Water Division - \$537,250 Total Annual Budget - \$25,754,750

Number of Services: 12,434 water connections serving 17,179 units

13,559 sewer connections serving 20,519 units

64 recycled water connections

Water System: 215 miles of drinking water pipelines

27 reservoirs - 34 million gallons of storage capacity

18 pressure zones

12,000 ac-ft annual water demand (3.9 billion gallons)

Two water filtration facilities:

- 1 mgd at Oak Glen Surface Water Filtration Facility

- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

Sewer System: 8.0 million gallon treatment capacity - current flow at 4.0 mgd

205 miles of sewer mainlines

5 sewer lift stations

4,500 ac-ft annual recycled water prod. (1.46 billion gallons)

Recycled Water: 22 miles of recycled water pipelines

5 reservoirs - 12 million gallons of storage

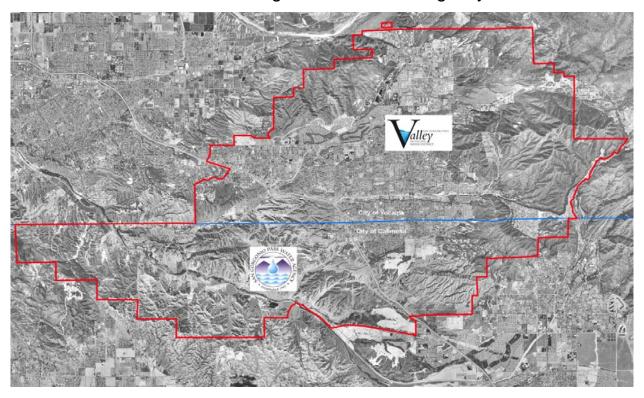
1,200 ac-ft annual recycled demand (0.4 billion gallons)

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

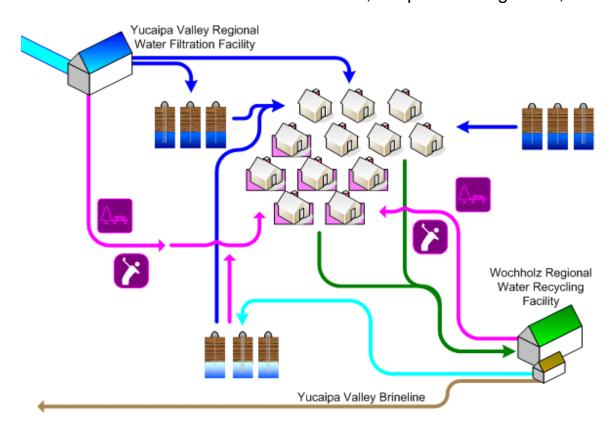
1.108 million gallons of Inland Empire Brine Line capacity

0.295 million gallons of treatment capacity in Orange County

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



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



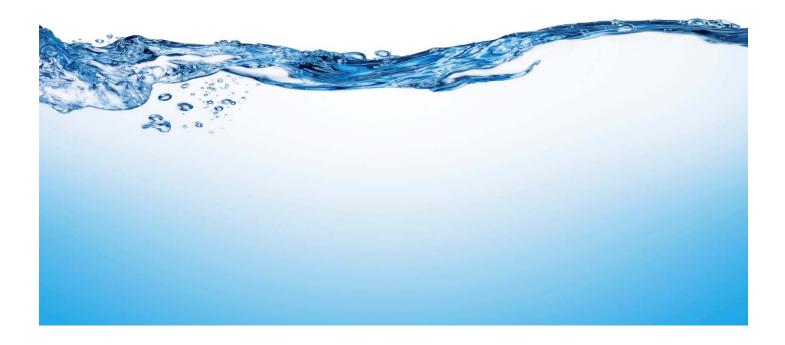


THE MEASUREMENT OF WATER PURITY

- **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.

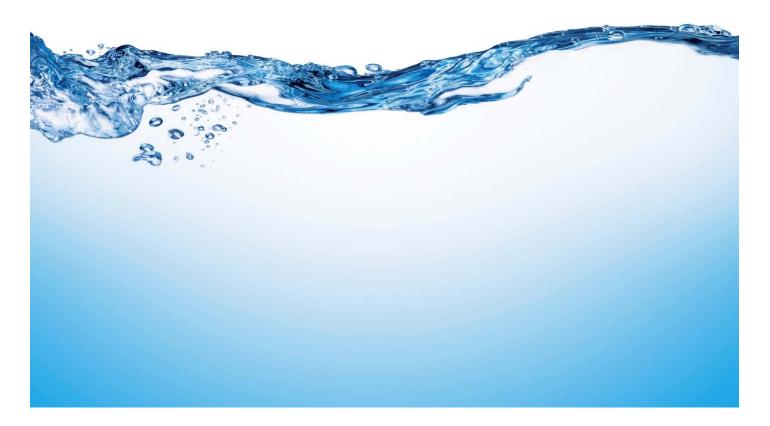
Water Table - The upper surface of the zone of saturation of groundwater in an unconfined aquifer.

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