



# Yucaipa Valley Water District

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

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

Tuesday, December 19, 2017 at 6:00 p.m.

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- 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 consent calendar matters are routine and will be acted upon in one motion. There will be no discussion of these items unless board members, administrative staff, or members of the public request specific items to be discussed and/or removed prior to the vote for approval.
  - A. Minutes of Meetings
    - 1. Regular Board Meeting - December 5, 2017
    - 2. Board Workshop - December 12, 2017
  - B. Payment of Bills
    - 1. Approve/Ratify Invoices for Board Awarded Contracts
    - 2. Ratify General Expenses for November 2017
- V. **STAFF REPORT**
- VI. **DISCUSSION ITEMS**
  - A. Presentation of the Unaudited Financial Report for the Period Ending on November 30, 2017 [[Director Memorandum No. 17-111 - Page 23 of 129](#)]  
RECOMMENDED ACTION: That the Board receives and files the unaudited financial report.
  - B. Consideration of Participating in the 2018 Regional Water Conservation Campaign with the San Bernardino Valley Municipal Water District [[Director Memorandum No. 17-112 - Page 49 of 129](#)]  
RECOMMENDED ACTION: That the Board authorizes the District staff to participate in the 2018 Water Conservation Campaign for a sum not to exceed \$22,400.

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Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

Materials that are provided to the Board of Directors after the meeting packet is compiled and distributed will be made available for public review during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting materials are also available on the District's website at [www.yvwd.dst.ca.us](http://www.yvwd.dst.ca.us)

- C. Consideration of a Development Agreement with Nassif Gobrial for Property Located at 12278 5<sup>th</sup> Street, Yucaipa [[Director Memorandum No. 17-113 - Page 57 of 129](#)]  
RECOMMENDED ACTION: That the Board authorizes the Board President to Execute the development agreement.
- D. Consideration of a Development Agreement with MBTK Homes for Sewer Service to Property Located on Avenue H, Yucaipa [[Director Memorandum No. 17-114 - Page 61 of 129](#)]  
RECOMMENDED ACTION: That the Board authorizes the Board President to Execute the development agreement.
- E. Consideration of an Amended Taxing Entity Compensation Agreement with the City of Yucaipa for Property Located at 35157 Yucaipa Boulevard - Assessor's Parcel Number 319-061-05 [[Director Memorandum No. 17-115 - Page 76 of 129](#)]  
RECOMMENDED ACTION: That the Board authorizes the Board President to Execute the Compensation Agreement with the City of Yucaipa.

**VII. BOARD REPORTS & DIRECTOR COMMENTS**

**VIII. CLOSED SESSION**

- A. Conference with Legal Counsel Existing Litigation Government Code, Section 54956.9(d)  
- Robinson Ranch vs Yucaipa Valley Water District;  
San Bernardino Superior Court Case No. CIVDS 1712116
- B. Conference with Legal Counsel Existing Litigation Government Code, Section 54956.9(d)  
- San Gorgonio Pass Water Agency v. Beaumont Basin Watermaster;  
Riverside Superior Court Case No. RIC 1716346
- C. Conference with Labor Negotiator (Government Code 54957.6)  
District Negotiator: Joseph Zoba, General Manager, and Allison Edmisten, Chief Financial Officer  
Employee Organization: IBEW Local Union 1436-YVWD Employees Association
- D. Conference with Real Property Negotiator (Government Code 54956.8)  
Property: Assessor's Parcel Number: 301-201-20  
Agency Negotiator: Joseph Zoba, General Manager  
Negotiating Parties: Abraham Issa  
Under Negotiation: Terms of Payment and Price
- E. Conference with Real Property Negotiator (Government Code 54956.8)  
Property: Assessor's Parcel Numbers: 0301-211-020 and 0301-201-030  
Agency Negotiator: Joseph Zoba, General Manager  
Under Negotiation: Terms of Payment and Price
- F. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9(b)) -  
One Case

**IX. ANNOUNCEMENTS**

- A. **December 26, 2017 at 4:00 p.m. - Board Workshop - Cancelled**
- B. **January 2, 2018 at 6:00 p.m. - Regular Board Meeting - Cancelled**
- C. January 9, 2018 at 4:00 p.m. - Board Workshop
- D. January 16, 2018 at 5:30 p.m. - Yucaipa Valley Water District Financing Corporation
- E. January 16, 2018 at 6:00 p.m. - Regular Board Meeting
- F. January 30, 2018 at 4:00 p.m. - Board Workshop
- G. February 6, 2018 at 6:00 p.m. - Regular Board Meeting
- H. February 13, 2018 at 4:00 p.m. - Board Workshop
- I. February 20, 2018 at 6:00 p.m. - Regular Board Meeting

- J. February 27, 2018 at 4:00 p.m. - Board Workshop
- K. March 6, 2018 at 6:00 p.m. - Regular Board Meeting

**X. ADJOURNMENT**

# Consent Calendar



Yucaipa Valley Water District

# MINUTES OF A REGULAR BOARD MEETING

December 5, 2017 at 6:00 P.M.

Directors Present:

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

Staff Present:

Joseph Zoba, General Manager  
Allison Edmisten, Chief Financial Officer  
Mike Kostelecky, Operations Manager - Water  
Kathryn Hallberg, Management Analyst  
Matthew Porras, Management Analyst  
Kevin Lee, Senior Plant Operator

Directors Absent:

Chris Mann, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Linda Shelton, Customer  
Eric Lee, Customer  
Kevin Garcia, Customer  
Leonard Stephenson, San Geronio Pass Water Agency

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

CALL TO ORDER

Director Jay Bogh led the pledge of allegiance.

FLAG SALUTE

The roll was called with, Director Jay Bogh, Director Bruce Granlund, Director Lonni Granlund, and Director Tom Shalhoub present. Director Chris Mann was absent.

ROLL CALL

None

PUBLIC COMMENTS

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

CONSENT CALENDAR

A. Minutes of Meetings

1. Regular Board Meeting – November 21, 2017
2. Board Workshop – November 28, 2017

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Bruce Granlund - Yes  
Director Lonni Granlund - Yes

Director Chris Mann - Absent  
Director Tom Shalhoub - Yes

General Manager Joseph Zoba reported on the following items:

- The District is currently spreading water at Oak Glen Creek, with no cost water from San Bernardino Valley Municipal Water District.
- Reminder of the Yucaipa Blvd. Widening Project groundbreaking ceremony on Monday, December 11<sup>th</sup>, 2017 at 3:00 p.m.

STAFF REPORT

DISCUSSION ITEMS:

Following a staff presentation by Management Analyst Matthew Porras, Director Lonni Granlund moved and Director Bruce Granlund seconded a motion to ratify Change Order No. 1 in the amount of \$59,582.

DM 17-109  
RATIFICATION OF  
AMENDMENT NO. 1  
TO THE CONTRACT  
WITH FORBES STEEL  
BUILDINGS FOR THE  
ERECTION OF A  
REPLACEMENT  
PUBLIC WORKS  
BUILDING

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Bruce Granlund - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Absent  
Director Tom Shalhoub - Yes

Following a staff presentation by Chief Financial Officer Allison Edmisten, Director Tom Shalhoub moved and Director Bruce Granlund seconded a motion to adopt Resolution No. 2017-26 Authorizing Access to State and Federal Level Summaries for Criminal History Information for Employment Verification.

DM 17-110  
AUTHORIZATION TO  
ACCESS STATE AND  
FEDERAL CRIMINAL  
HISTORY DATA FOR  
EMPLOYMENT  
VERIFICATION

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Bruce Granlund - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Absent  
Director Tom Shalhoub - Yes

- Director Tom Shalhoub reported on Calimesa City Council meeting on December 4, 2017.
- Director Lonni Granlund reported on the San Gorgonio Pass Water Agency meeting on December 4, 2017.
- Director Bruce Granlund reported on the Basin Technical Advisory Committee at San Bernardino Valley Municipal Water District on December 4, 2017.

BOARD REPORTS &  
DIRECTOR  
COMMENTS

Director Jay Bogh called attention to the announcements listed on the agenda

ANNOUNCEMENTS

None

CLOSED SESSION

The meeting was adjourned at 6:17 p.m.

ADJOURNMENT

Respectfully submitted,

\_\_\_\_\_  
Joseph B. Zoba, Secretary

(Seal)

# MINUTES OF A BOARD WORKSHOP

December 12, 2017 at 4:00 P.M.

## Directors Present:

Jay Bogh, President  
Lonni Granlund, Director  
Chris Mann, Director  
Tom Shalhoub, Director

## Staff Present:

Joseph Zoba, General Manager  
Allison Edmisten, Chief Financial Officer  
Matthew Porras, Management Analyst  
Kathryn Hallberg, Management Analyst  
Jennifer Ares, Water Resource Manager  
Ashley Gibson, Water Resource Supervisor  
Mike Kostelecky, Operations Manager  
Thaxton VanBelle, Senior Plant Operator  
Kevin Lee, Senior Plant Operator  
Dale Fundak, Integrated Operator III  
Gilbert Santacruz, Integrated Operator II  
Mathew Hendrickson, Integrated Operator II  
Kyle Westerlin, Utility Service Worker II

## Directors Absent:

Bruce Granlund, Vice President

## Consulting Staff Present:

David Wysocki, Legal Counsel

## Guests and Others Present:

Linda Shelton, Customer  
Brent Anton, Customer

- I. Call to Order - 4:00 p.m.
- II. Public Comments:
  - A. None.
- III. Staff Report:
  - General Manager Joseph Zoba discussed the upcoming Citizen Emergency Response Team (CERT) training that will District will be hosting in January 2018.
- IV. Presentations
  - A. Overview of Best Management Practices for a Water Loss Control Program [Workshop Memorandum No. 17-173] - Water Resource Manager Jennifer Ares provided an overview of best management practices for a Water Loss Control Program.
- V. Operational Updates
  - A. Status Report on the Emergency Coating Repairs for Drinking Water Reservoir 17.1.1 [Workshop Memorandum No. 17-174] - Operations Manager Mike Kostelecky provided a status report on the emergency coating repairs for drinking water reservoir 17.1.1.
  - B. Reclassification of the Distribution System and the Yucaipa Valley Regional Water Filtration Facility [Workshop Memorandum No. 17-175] - Operations Manager Mike



Kostelecky discussed the reclassification of the distribution system and the Yucaipa Valley Regional Water Filtration Facility.

VI. Capital Improvement Projects

- A. Overview of Improvements for the Public Works Department at 12770 Second Street, Yucaipa [Workshop Memorandum No. 17-176] - Management Analyst Matthew Porras provided an overview of improvements for the Public Works Department at 12770 Second Street, Yucaipa.
- B. Overview of the Proposed Yucaipa Valley Regional Water Supply Renewal Project [Workshop Memorandum No. 17-177] - General Manager Joseph Zoba provided an overview of the proposed Yucaipa Valley Regional Water Supply Renewal Project.

VII. Policy Issues

- A. Overview of Suggested Updates to the District's Standard Specifications [Workshop Memorandum No. 17-178] - General Manager Joseph Zoba provided an overview of suggested updates to the District's Standard Specifications.

VIII. Development Projects

- A. Overview of the Yucaipa Gateway Plaza Development [Workshop Memorandum No. 17-179] - General Manager Joseph Zoba provided an overview of the Yucaipa Gateway Plaza Development.
- B. Overview of a Proposed Development Agreement with Nassif Gobrial for Property Located at 12278 5th Street, Yucaipa [Workshop Memorandum No. 17-180] - General Manager Joseph Zoba provided an overview of a proposed Development Agreement with Nassif Gobrial for property located at 12278 5th Street, Yucaipa.
- C. Overview of a Proposed Development Agreement with MBTK Homes for Sewer Service to Property Located on Avenue H, Yucaipa [Workshop Memorandum No. 17-181] - General Manager Joseph Zoba provided an overview of a proposed Development Agreement with MBTK Homes for sewer service to property located on Avenue H, Yucaipa.
- D. Consideration of an Updated Development Agreement with the McDougal Bros. for Tract No. 14429 - Yucaipa [Workshop Memorandum No. 17-182] - General Manager Joseph Zoba discussed the consideration of an updated Development Agreement with the McDougal Bros. for Tract No. 14429 – Yucaipa.

IX. Administrative Issues

- A. Status Report on the Recycled Water Recharge Mitigated Negative Declaration for the Wilson Creek Spreading Basins [Workshop Memorandum No. 17-183] - Water Resource Manager Jennifer Ares provided a status report on the Recycled Water Recharge Mitigated Negative Declaration for the Wilson Creek Spreading Basins.
- B. Presentation of the Unaudited Financial Report for the Period Ending on November 30, 2017 [Workshop Memorandum No. 17-184] - Chief Financial Officer Allison Edmisten provided a presentation of the Unaudited Financial Report for the period ending on November 30, 2017.
- C. Overview of the Proposed Regional Water Conservation Campaign for 2018 [Workshop Memorandum No. 17-185] - Water Resource Manager Jennifer Ares

provided an overview of the Proposed Regional Water Conservation Campaign for 2018.

- D. Final Amended Yucaipa Valley Water District Conflict of Interest Code [Workshop Memorandum No. 17-186] - Chief Financial Officer Allison Edmisten presented final Amended Yucaipa Valley Water District Conflict of Interest Code.
- E. Discussion Regarding an Amended Taxing Entity Compensation Agreement with the City of Yucaipa [Workshop Memorandum No. 17-187] - General Manager Joseph Zoba discussed an amended Taxing Entity Compensation Agreement with the City of Yucaipa.
- X. Director Comments - Director Lonni Granlund commented on the recent Association of San Bernardino County Special Districts meeting and thanked District staff for hosting the event.
- XI. Closed Session – None.
- XII. Adjournment - The meeting was adjourned at 5:18 p.m.

Respectfully submitted,

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Joseph B. Zoba, Secretary

Board Awarded Contracts  
Consent Calendar Board Meeting - December 19, 2017

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	Encumbered Funds - Remaining Contract Amount					
										General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds	
Law Office of David L. Wysocki - FY 2018 Legal Services (Operating)	--	*-5-06-54107	--	--	\$13,725	\$3,375	\$17,100								
CV Strategies (W-Operating) Water Conservation Messaging	16-091	02-5-06-54099	--	\$15,000	\$11,930	\$0	\$11,930	\$3,070	20%	\$3,070					
DC Frost Associates, Inc. (S-Operating) Application to DDW for the Recharge at Wilson Creek Basins	17-039	03-5-02-51003	--	\$115,000	\$101,918	\$0	\$101,918	\$13,082	11%			\$13,082			
DC Frost Associates, Inc. (S-Operating) Repairs to the Hydraulic Wiper System at WRWRF	17-087	03-5-02-51003	--	\$98,675	\$0	\$0	\$0	\$98,675	100%			\$98,675			
DDB Engineering (R-Reserves) Application to DDW for the Recharge at Wilson Creek Basins	15-086	04-19771	--	\$35,900	\$24,655	\$0	\$24,655	\$11,245	31%				\$11,245		
Delta Partners \$90,000 per year-LegislativeConsult (exp 12/18) WMS Oper	13-079	*-5-06-54109	--	\$90,000	\$75,000	\$7,500	\$82,500	\$7,500	8%	\$7,500					
Dudek (R-Operating) Install Groundwater Observation Wells near San Timoteo Creek	15-098	04-5-06-57030	--	\$62,328	\$62,094	\$0	\$62,094	\$234	0%	\$234					
Dudek (S-Operating) 2017-Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt Zones	03-5-06-54109	\$93,900	--	\$93,900	\$64,928	\$7,426	\$72,354	\$21,547	23%	\$21,547					
Dudek (S-Operating) 2017-HMP in San Timoteo Creek	17-049 03-5-06-54109	\$59,620	--	\$59,620	\$24,259	\$1,641	\$25,900	\$33,720	57%	\$33,720					
Dudek (W/S Operating) Insepection of Proposed Sites for Remote Telemetry	17-059 0*-5-06-54109	\$10,775	--	\$10,775	\$5,108	\$0	\$5,108	\$5,667	53%	\$5,667					
Dudek (W/S/R Operating) Developing a Comprehensive Database Management System (DMS)	17-084 0*-5-06-54109	\$89,750	--	\$89,750	\$0	\$6,690	\$6,690	\$83,060	93%	\$83,060					
Forbes Steel Building (W-Reserves) Replacement building for the Public Works Department	17-089	02-10311	--	\$150,000	\$0	\$0	\$0	\$150,000	100%	\$150,000					
Fred M. Boerner Motor Co. (W-Reserves) 2016 International DuraStar 4400 Dump Truck	17-056	02-13601	--	\$116,640	\$0	\$0	\$0	\$116,640	100%	\$116,640					
Geoscience (R-Operating) Preparation of a groundwater model for the Gateway Basin CO #1 - preparation of groundwater model	14-070 15-010	04-5-06-54109		\$51,710	\$49,284	\$0	\$49,284	\$2,426	5%	\$2,426					
Geoscience (W-Operating) Calculation of Water Budgets for Validation of Annual Change in Storage Exp of the Yucaipa Watershed & Yucaipa Groundwater Basin Model	16-058 16-110	02-5-06-54109		\$172,006	\$128,606	\$15,181	\$143,787	\$28,219	16%	\$28,219					
Harper & Associates (W-Operating) Engineering, Project Mgmt & Inspection Svcs for coating repairs YVRWFF	15-062	02-5-01-57040	\$16,615	\$16,615	\$13,990	\$0	\$13,990	\$2,625	16%	\$2,625					
HDR (W-Operating) Perform Tracer Study on R13.1 Clearwell at YVRWFF	17-068	02-5-06-54109		\$37,726	\$6,300	\$0	\$6,300	\$31,426	83%	\$31,426					
Krieger & Stewart Initiate Design of R-12.4 (W-Reserves) TO#4 Revised TO#4, Amendment #2 TO#5- Construction Mgmt Services TO#5, Amendment #1 - Construction Mgmt Services	04-164 05-075 14-014 14-092 16-069	65-295	\$74,900 \$600 \$45,000 \$482,500 \$102,600	\$585,100	\$552,636	\$0	\$552,636	\$32,464	6%	\$32,464					
TO#5, Design R-13.4 and H-2 Reservoirs for JP Ranch 60% R-13.4 and 40% H-2 (Developer Funds)	05-083 05-083	65-180 65-179	\$47,400 \$31,600	\$79,000	\$50,471	\$0	\$50,471	\$28,529	36%					\$28,529	
LinkoCTS (EC-Operating) Pretreatment Software	16-061	03-5-07-54111		\$36,105	\$28,185	\$0	\$28,185	\$7,920	22%	\$7,920					
One Stop Landscape Supply FY 2018 Sludge Hauling\Reuse (Oper)	--	03-5-02-57031	--	--	\$88,605	\$21,455	\$110,060								

Board Awarded Contracts  
Consent Calendar Board Meeting - December 19, 2017

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	Encumbered Funds - Remaining Contract Amount									
										General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds					
Platinum Advisors (WS Operating)																			
FY 2018 Lobbyist N-T-E per month	13-080	*-5-06-54109	--	--	\$20,000	\$5,000	\$25,000												
FY 2018 Quarterly Filing & Misc. Expenses		02-5-06-54109	--	--	\$100	\$125	\$225												
RMC Water & Environment																			
TO#26, SRF Mgmt Svcs-Calimesa Regional Recycled Pipeline (R-FCC)	14-023	04-5-06-54109			\$95,692	\$61,191	\$6,406	\$61,191	\$34,501	36%								\$34,501	
Application to DDW for the Recharge at Wilson Creek Basins (R-Resvs)	15-086	04-19771	--		\$197,768	\$185,221	\$6,236	\$191,456	\$6,312	3%								\$6,312	
San Bernardino Valley Water District (W-Operating)																			
iEfficient Wwater Conservation Campaign	16-092	02-5-06-54099	--		\$16,195	\$16,194	\$0	\$16,194	\$1	0%	\$1								
Scinor Water America/Pascal Ludwig (S- Reserves)																			
Install UF Modules and Mesh Strainer AT WRWRF	17-088	03-10311	--		\$215,000	\$0	\$0	\$0	\$215,000	100%			\$215,000						
Separation Processes, Inc. (W-Reserves)																			
Design & Construction Supports Servs for NF SCRAM	15-047	55-19200 02-14500			\$191,820	\$170,980	\$0	\$170,980	\$20,840	11%		\$20,840							
Application to DDW for the Recharge at Wilson Creek Basins (R-Resrvs)	15-086	04-19771	--		\$42,860	\$24,321	\$0	\$24,321	\$18,539	43%								\$18,539	
Feasibility Report for Wochholz SAGE Project	17-043	03-5-06-54109			\$67,575	\$62,749	\$3,453	\$66,202	\$1,374	2%			\$1,374						
Vavrinek, Trine, Day & Company (VTD) (Operating)																			
FY 2017 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106	*-5-06-54108			\$23,900	\$19,500	\$4,400	\$23,900	\$0	0%	\$0								
FY 2018 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106	*-5-06-54108																	
FY 2019 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106	*-5-06-54108																	
Villalobos and Associates (W-Operating)																			
Permitting of Recharge Oper at the Wilson Creek Spreading Basins	16-064	02-5-06-54109	--		\$72,200	\$17,860	\$0	\$17,860	\$54,340	75%	\$54,340								
Zerion Software (WS/R-Operating)																			
iForm Builder Support	17-085	*-5-06-54104	--		\$15,000	\$15,000	\$0	\$15,000	\$0	0%	\$0								
<b>GRAND TOTALS</b>					<b>\$2,766,660</b>	<b>\$1,861,950</b>	<b>\$88,886</b>	<b>\$1,950,836</b>	<b>\$1,028,954</b>	<b>--</b>		<b>\$548,395</b>	<b>\$53,304</b>	<b>\$328,130</b>	<b>\$70,597</b>	<b>\$28,529</b>			
											↓	<b>\$548,395</b>		↓	<b>\$452,030</b>		↓	<b>\$28,529</b>	

## Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/01/2017	30172	American Water Works Assoc.	\$	269.00
11/01/2017	30173	State Water Resources Control	\$	660.00
11/01/2017	30174	California Water Environment A	\$	540.00
11/01/2017	30175	Mike Kostelecky	\$	155.00
11/01/2017	30176	Water Environment Federation	\$	320.00
11/01/2017	30177	Courtland R. Gear	\$	113.55
11/01/2017	30178	ADS, LLC	\$	4,275.00
11/01/2017	30179	Ralph C. Casas	\$	75.00
11/01/2017	30180	Ameripride Uniform Services	\$	628.52
11/01/2017	30181	Redlands Employment Services	\$	1,712.44
11/01/2017	30182	Burgeson's Heating & Air Cond.	\$	396.00
11/01/2017	30183	Dinosaur Tire Inc.	\$	18.08
11/01/2017	30184	Environmental Systems Research	\$	27,000.00
11/01/2017	30185	House Of Quality, Parts Plus	\$	598.25
11/01/2017	30186	Incode Division-Tyler Technolo	\$	601.18
11/01/2017	30187	InfoSend, Inc.	\$	3,520.18
11/01/2017	30188	MBC Applied Environmental Scie	\$	1,300.00
11/01/2017	30189	Michael Joseph	\$	250.00
11/01/2017	30190	SCCI, Inc.	\$	350.00
11/01/2017	30191	Southern CA Emergency Medicine	\$	975.00
11/01/2017	30192	Spectrum Business	\$	1,834.00
11/01/2017	30193	The Gas Company	\$	43.68
11/01/2017	30194	U.S. Telepacific Corp	\$	2,481.12
11/01/2017	30195	Yucaipa Disposal, Inc. VOIDED	\$	1,448.47
11/01/2017	30196	Aqua-Metric Sales Company	\$	57,108.58
11/01/2017	30197	Armorcast Products Company	\$	14,978.19
11/01/2017	30198	John F. Simister	\$	747.88
11/01/2017	30199	BofA Credit Card	\$	2,803.53
11/01/2017	30200	Brenntag Pacific, Inc	\$	2,806.14
11/01/2017	30201	Charles P. Crowley Company, In	\$	1,424.82
11/01/2017	30202	Core & Main LP	\$	163.18
11/01/2017	30203	JW D'Angelo Co.	\$	31,432.56
11/01/2017	30204	David Sunden	\$	1,269.56
11/01/2017	30205	Larry Cross	\$	455.00
11/01/2017	30206	Fastenal Company	\$	877.48
11/01/2017	30207	Grainger	\$	3,620.15
11/01/2017	30208	Haaker Equipment Company	\$	1,596.86
11/01/2017	30209	Hach Company	\$	30,095.24
11/01/2017	30210	Harrington Ind. Plastic, LLC	\$	1,295.13
11/01/2017	30211	Hasa, Inc.	\$	3,834.78
11/01/2017	30212	Hemet Valley Tool Inc.	\$	49.55
11/01/2017	30213	Industrial Safety Supply Corp	\$	213.26
11/01/2017	30214	Inland Water Works Supply Co.	\$	10,433.13
11/01/2017	30215	Innerline Engineering	\$	7,000.00
11/01/2017	30216	Nicholas C. Hendrickson	\$	841.98
11/01/2017	30217	Lowe's Companies, Inc.	\$	388.00
11/01/2017	30218	McWane Inc.	\$	24,532.10
11/01/2017	30219	Nuckles Oil Company, Inc.	\$	7,444.46
11/01/2017	30220	Mission Communications, LLC	\$	1,126.80
11/01/2017	30221	Moss Bros. Chrysler Jeep Dodge	\$	6,000.00
11/01/2017	30222	Nagem, Inc.	\$	3,914.30
11/01/2017	30223	NCL Of Wisconsin Inc	\$	173.72

## Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/01/2017	30224	BlueTarp Financial, Inc.	\$	153.51
11/01/2017	30225	Office Solutions Business Prod	\$	62.92
11/01/2017	30226	Optics Planet, Inc.	\$	134.49
11/01/2017	30227	Pall Corporation	\$	23,936.73
11/01/2017	30228	Pro-Pipe & Supply, Inc.	\$	44.54
11/01/2017	30229	Q Versa, LLC	\$	44,728.80
11/01/2017	30230	Redlands Ford	\$	362.78
11/01/2017	30231	DMJ and Associates, Inc.	\$	80.17
11/01/2017	30232	Riverside Winnelson Company	\$	129.57
11/01/2017	30233	Safeguard Business Systems Inc	\$	1,016.62
11/01/2017	30234	SB CNTY-Fire Protection Distri	\$	404.75
11/01/2017	30235	SB CNTY-Solid Waste Mgmt Div	\$	370.43
11/01/2017	30236	Sinclair Rock and Sand Inc.	\$	850.00
11/01/2017	30237	SF CC Intermediate Holdings In	\$	42.43
11/01/2017	30238	Hadronex, Inc.	\$	120.00
11/01/2017	30239	Sonsray Machinery LLC	\$	974.50
11/01/2017	30240	Tri County Pump Company	\$	4,929.88
11/01/2017	30241	Calmat Company	\$	2,488.76
11/01/2017	30242	YSI Incorporated	\$	210.38
11/01/2017	30254	Cobb's Printing, LLC	\$	323.25
11/01/2017	30255	Standard Insurance Company	\$	1,934.80
11/01/2017	30256	Berkshire Hathaway Homestate C	\$	21,556.95
11/01/2017	30257	Standard Insurance Vision Plan	\$	715.80
11/01/2017	30258	MetLife Small Business Center	\$	205.07
11/01/2017	30259	Paradise Point Resort & Spa	\$	202.10
11/01/2017	30260	Paradise Point Resort & Spa	\$	202.10
11/01/2017	30261	Boot Barn Inc.	\$	200.00
11/01/2017	30262	Blue Shield of California	\$	1,817.80
11/01/2017	30263	Nippon Life Insurance Co. of A	\$	2,323.62
11/01/2017	30264	Multi Service Technology Solut	\$	786.19
11/01/2017	30265	Yucaipa Disposal, Inc.	\$	1,448.57
11/06/2017	30266	State Water Resources Control	\$	90.00
11/06/2017	30267	East Valley Water District	\$	160.00
11/06/2017	30268	US Healthworks Medical Group,	\$	89.00
11/06/2017	30269	Ameripride Uniform Services	\$	660.19
11/06/2017	30270	Redlands Employment Services	\$	716.55
11/06/2017	30271	Burgeson's Heating & Air Cond.	\$	297.00
11/06/2017	30272	Central Communications	\$	283.95
11/06/2017	30273	Coverall North America, Inc.	\$	1,021.00
11/06/2017	30274	First American Data Tree, LLC	\$	50.00
11/06/2017	30275	Fedex	\$	102.37
11/06/2017	30276	Frontier Communications	\$	148.48
11/06/2017	30277	Raiset R. Santana and Adriana	\$	173.50
11/06/2017	30278	Krieger & Stewart	\$	51,448.72
11/06/2017	30279	NetComp Technologies, Inc.	\$	801.63
11/06/2017	30280	Pro-Pipe & Supply, Inc.	\$	26.75
11/06/2017	30281	SCCI, Inc.	\$	350.00
11/06/2017	30282	San Gorgonio Pass Water Agency	\$	23,057.58
11/06/2017	30283	San Bdno. Valley Muni. Water D	\$	83,958.61
11/06/2017	30284	SF CC Intermediate Holdings In	\$	126.69
11/06/2017	30285	Association of San Bernardino	\$	84.00
11/06/2017	30286	Spectrum Business	\$	1,834.00

## Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/06/2017	30287	Underground Service Alert Of S	\$	341.65
11/06/2017	30288	Aqua-Metric Sales Company	\$	48,083.44
11/06/2017	30289	Backflow Apparatus & Valve Co.	\$	217.29
11/06/2017	30290	Brenntag Pacific, Inc	\$	12,325.17
11/06/2017	30291	Cemex Inc. USA	\$	275.02
11/06/2017	30292	Crown Ace Hardware - Yucaipa	\$	1,730.18
11/06/2017	30293	Grainger	\$	2,922.18
11/06/2017	30294	Harrington Ind. Plastic, LLC	\$	1,275.01
11/06/2017	30295	Hasa, Inc.	\$	4,151.16
11/06/2017	30296	Inland Water Works Supply Co.	\$	1,661.52
11/06/2017	30297	Innerline Engineering	\$	1,750.00
11/06/2017	30298	Lowe's Companies, Inc.	\$	1,235.90
11/06/2017	30299	Nagem, Inc.	\$	788.07
11/06/2017	30300	NCL Of Wisconsin Inc	\$	1,653.27
11/06/2017	30301	Polydyne Inc.	\$	2,849.99
11/06/2017	30302	Riverside Winnelson Company	\$	192.34
11/06/2017	30303	Safety Kleen Systems, Inc.	\$	158.85
11/06/2017	30304	Vortex Industries. Inc.	\$	3,606.40
11/06/2017	30305	WALKER, SUSAN	\$	756.00
11/09/2017	30306	PAYROLL CHECK	\$	1,026.73
11/09/2017	30307	PAYROLL CHECK	\$	998.05
11/09/2017	30308	PAYROLL CHECK	\$	1,085.24
11/09/2017	30309	PAYROLL CHECK	\$	1,003.68
11/09/2017	30310	PAYROLL CHECK	\$	1,392.67
11/09/2017	30311	PAYROLL CHECK	\$	1,027.55
11/09/2017	30312	PAYROLL CHECK	\$	889.92
11/09/2017	30313	PAYROLL CHECK	\$	990.05
11/09/2017	30314	PAYROLL CHECK	\$	66.13
11/09/2017	30315	PAYROLL CHECK	\$	165.12
11/09/2017	30316	PAYROLL CHECK	\$	773.80
11/09/2017	30317	PAYROLL CHECK	\$	530.92
11/09/2017	30318	PAYROLL CHECK	\$	956.74
11/09/2017	30319	PAYROLL CHECK	\$	991.85
11/09/2017	30320	PAYROLL CHECK	\$	1,008.35
11/09/2017	30321	PAYROLL CHECK	\$	821.66
11/09/2017	30322	PAYROLL CHECK	\$	341.31
11/09/2017	30323	PAYROLL CHECK	\$	877.49
11/09/2017	30324	PAYROLL CHECK	\$	878.47
11/09/2017	30325	PAYROLL CHECK	\$	2,119.65
11/09/2017	30326	PAYROLL CHECK	\$	16.05
11/09/2017	30327	PAYROLL CHECK	\$	60.36
11/09/2017	30328	PAYROLL CHECK	\$	910.21
11/09/2017	30329	PAYROLL CHECK	\$	301.56
11/09/2017	30330	PAYROLL CHECK	\$	125.56
11/09/2017	30331	PAYROLL CHECK	\$	978.83
11/09/2017	30332	WageWorks, Inc.	\$	1,324.74
11/09/2017	30333	IBEW Local 1436	\$	476.00
11/09/2017	30334	California State Disbursement	\$	115.38
11/09/2017	30335	California State Disbursement	\$	397.38
11/09/2017	30336	Department of the Treasury - I	\$	125.00
11/09/2017	30337	Workboot Warehouse	\$	150.12
11/09/2017	30338	Sara Onate	\$	389.65

## Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/09/2017	30339	Erin Anton	\$	297.91
11/09/2017	30340	Michael Murrietta	\$	55.55
11/13/2017	30341	State Water Resources Control	\$	180.00
11/13/2017	30342	Ameripride Uniform Services	\$	749.90
11/13/2017	30343	Redlands Employment Services	\$	194.32
11/13/2017	30344	BSK Associates	\$	1,360.00
11/13/2017	30345	Burgeson's Heating & Air Cond.	\$	1,450.00
11/13/2017	30346	Cal's Towing	\$	100.00
11/13/2017	30347	Corelogic, Inc.	\$	330.00
11/13/2017	30348	Dinosaur Tire Inc.	\$	18.08
11/13/2017	30349	InfoSend, Inc.	\$	5,117.66
11/13/2017	30350	Konica Minolta Business Soluti	\$	1,017.54
11/13/2017	30351	Maintenance Connection Inc	\$	6,199.29
11/13/2017	30352	NetComp Technologies, Inc.	\$	4,571.70
11/13/2017	30353	USDA Forest Service	\$	125.26
11/13/2017	30354	Yucaipa Valley Water District	\$	6,928.15
11/13/2017	30355	Atlas Copco Compressors, LLC	\$	20,902.46
11/13/2017	30356	John F. Simister	\$	85.08
11/13/2017	30357	C & B Crushing, Inc.	\$	360.00
11/13/2017	30358	Victor James Valenti	\$	3,658.94
11/13/2017	30359	CS Associated Municipal Sale C	\$	2,615.32
11/13/2017	30360	Dickson	\$	645.50
11/13/2017	30361	Emergency Power Controls, Inc.	\$	2,030.62
11/13/2017	30362	Evoqua Water Technologies LLC	\$	2,851.01
11/13/2017	30363	Fisher Scientific Co.	\$	121.01
11/13/2017	30364	G&G Environmental Compliance, I	\$	4,403.26
11/13/2017	30365	Hasa, Inc.	\$	3,551.23
11/13/2017	30366	Industrial Safety Supply Corp	\$	262.61
11/13/2017	30367	Inland Water Works Supply Co.	\$	109.91
11/13/2017	30368	Innerline Engineering	\$	3,500.00
11/13/2017	30369	McCrometer, Inc.	\$	989.63
11/13/2017	30370	Nuckles Oil Company, Inc.	\$	2,486.15
11/13/2017	30371	Nagem, Inc.	\$	425.00
11/13/2017	30372	Nalco Company	\$	5,164.50
11/13/2017	30373	Office Solutions Business Prod	\$	262.38
11/13/2017	30374	P & R Paper Supply Co., Inc.	\$	506.49
11/13/2017	30375	Q Versa, LLC	\$	36,984.47
11/13/2017	30376	Quinn Company	\$	81.71
11/13/2017	30377	Red Alert Special Couriers	\$	394.26
11/13/2017	30378	Riverside Winnelson Company	\$	271.53
11/13/2017	30379	Steven Enterprises, Inc	\$	906.56
11/13/2017	30380	Vortex Industries. Inc.	\$	1,040.00
11/13/2017	30381	Kenneth Carnes	\$	21.55
11/13/2017	30382	Westrux International, Inc.	\$	2,852.85
11/13/2017	30383	AT&T Mobility	\$	1,353.90
11/20/2017	30384	Delta Partners, LLC	\$	7,500.00
11/20/2017	30385	Dudek & Associates, Inc	\$	16,444.59
11/20/2017	30386	HDR Engineering, Inc.	\$	6,300.00
11/20/2017	30387	One Stop Landscape Supply Inc	\$	21,553.50
11/20/2017	30388	Platinum Advisors, LLC	\$	5,000.00
11/20/2017	30389	Separation Processes, Inc.	\$	3,747.50



## Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/20/2017	30390	VTD, Vavrinek, Trine, Day & CO	\$	14,500.00
11/20/2017	30391	David L. Wysocki	\$	3,225.00
11/20/2017	30392	Ameripride Uniform Services	\$	627.85
11/20/2017	30393	Redlands Employment Services	\$	582.96
11/20/2017	30394	BofA Credit Card	\$	10,005.32
11/20/2017	30395	California Special Districts A	\$	6,842.00
11/20/2017	30396	Clinical Laboratory of San Ber	\$	13,817.00
11/20/2017	30397	Donegan Tree Service	\$	6,450.00
11/20/2017	30398	InfoSend, Inc.	\$	3,420.12
11/20/2017	30399	LUZ Investment Corp.	\$	1,162.62
11/20/2017	30400	NetComp Technologies, Inc.	\$	3,400.00
11/20/2017	30401	SB CNTY-Solid Waste Mgmt Div	\$	632.03
11/20/2017	30402	Separation Processes, Inc.	\$	3,701.00
11/20/2017	30403	Spectrum Business	\$	2,649.00
11/20/2017	30404	Stunt World, Inc.	\$	110.16
11/20/2017	30405	Kenneth Carnes	\$	431.00
11/20/2017	30406	Wilbur's	\$	83.98
11/20/2017	30407	All American Sewer Tools	\$	4,196.84
11/20/2017	30408	Aqua-Metric Sales Company	\$	84,368.25
11/20/2017	30409	Brenntag Pacific, Inc	\$	10,244.50
11/20/2017	30410	Cal-Mesa Steel Supply, Inc.	\$	80.81
11/20/2017	30411	Consolidated Electrical Distri	\$	900.57
11/20/2017	30412	Jan Brinkman Jr.	\$	765.00
11/20/2017	30413	JW D'Angelo Co.	\$	4,265.07
11/20/2017	30414	Fisher Scientific Co.	\$	325.96
11/20/2017	30415	Grainger	\$	192.10
11/20/2017	30416	Hasa, Inc.	\$	3,871.25
11/20/2017	30417	Hub Construction Specialties I	\$	136.08
11/20/2017	30418	Industrial Safety Supply Corp	\$	628.98
11/20/2017	30419	Inland Water Works Supply Co.	\$	253.43
11/20/2017	30420	Innerline Engineering	\$	1,750.00
11/20/2017	30421	Nicholas C. Hendrickson	\$	99.13
11/20/2017	30422	J. J. Keller & Associates, Inc	\$	390.00
11/20/2017	30423	Maintenance Connection Inc	\$	16,800.00
11/20/2017	30424	MBC Applied Environmental Scie	\$	1,300.00
11/20/2017	30425	Nuckles Oil Company, Inc.	\$	2,363.57
11/20/2017	30426	BlueTarp Financial, Inc.	\$	1,638.70
11/20/2017	30427	Office Solutions Business Prod	\$	978.46
11/20/2017	30428	Quinn Company	\$	66.93
11/20/2017	30429	Redlands-Yucaipa Rentals Inc.	\$	260.50
11/20/2017	30430	Uline, Inc.	\$	1,795.48
11/20/2017	30431	HD Supply Facilities Maintenan	\$	1,589.79
11/20/2017	30432	Calmat Company	\$	2,435.88
11/20/2017	30433	State Water Resources Control	\$	60.00
11/20/2017	30434	California Water Environment A	\$	892.00
11/20/2017	30435	CWEA-TCP (OAKPORT ST.)	\$	720.00
11/20/2017	30436	Aaron Blose	\$	70.00
11/20/2017	30437	Luis Crespo	\$	180.00
11/22/2017	30438	PAYROLL CHECK	\$	2,689.43
11/22/2017	30439	WageWorks, Inc.	\$	1,305.51
11/22/2017	30440	California State Disbursement	\$	115.38
11/22/2017	30441	California State Disbursement	\$	397.38

## Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/22/2017	30442	Department of the Treasury - I	\$	125.00
11/27/2017	30443	MACK LLC	\$	45.25
11/27/2017	30444	ACTION RENTALS	\$	27.17
11/27/2017	30445	State Water Resources Control	\$	170.00
11/27/2017	30446	Southwest Membrane Operator As	\$	750.00
11/27/2017	30447	Ameripride Uniform Services	\$	626.05
11/27/2017	30448	CDW LLC	\$	950.87
11/27/2017	30449	GovConnection, Inc.	\$	515.97
11/27/2017	30450	Eco Pro Environmental Services	\$	85.00
11/27/2017	30451	Forbes Fabricators	\$	20,807.54
11/27/2017	30452	Frontier Communications	\$	149.87
11/27/2017	30453	Incode Division-Tyler Technolo	\$	300.00
11/27/2017	30454	SCE Rosemead	\$	214,678.39
11/27/2017	30455	Association of San Bernardino	\$	256.00
11/27/2017	30456	Spectrum Business	\$	1,834.00
11/27/2017	30457	The Counseling Team Internatio	\$	360.00
11/27/2017	30458	Yucaipa Disposal, Inc.	\$	1,448.57
11/27/2017	30459	All American Sewer Tools	\$	460.71
11/27/2017	30460	Brenntag Pacific, Inc	\$	7,450.65
11/27/2017	30461	Charles P. Crowley Company, In	\$	975.37
11/27/2017	30462	Cemex Inc. USA	\$	646.29
11/27/2017	30463	Core & Main LP	\$	559.59
11/27/2017	30464	Jan Brinkman Jr.	\$	245.00
11/27/2017	30465	Fastenal Company	\$	605.61
11/27/2017	30466	Fisher Scientific Co.	\$	184.50
11/27/2017	30467	Haaker Equipment Company	\$	1,025.24
11/27/2017	30468	Hach Company	\$	329.10
11/27/2017	30469	Home Depot U.S.A. Inc	\$	161.56
11/27/2017	30470	Industrial Safety Supply Corp	\$	23.86
11/27/2017	30471	Inland Water Works Supply Co.	\$	520.43
11/27/2017	30472	Nuckles Oil Company, Inc.	\$	2,295.78
11/27/2017	30473	Microflex Corp #774353	\$	1,773.99
11/27/2017	30474	Quinn Company	\$	466.70
11/27/2017	30475	R & R Anderson Trucking	\$	1,029.36
11/27/2017	30476	US Bank	\$	9,083.56
11/27/2017	30477	American Family Life Assurance	\$	3,827.45
11/27/2017	30478	Rodd Greene	\$	669.21
11/27/2017	30479	Linda Kilday	\$	586.38
11/27/2017	30480	Dennis Neff	\$	669.58
11/27/2017	30481	Robert Wall	\$	669.58
11/27/2017	30482	Western Dental Services, Inc.	\$	255.20
11/27/2017	30483	Charlie Bailey	\$	567.49
11/27/2017	30484	CalPERS - HEALTH	\$	71,644.34
11/27/2017	30485	Michael Murrietta	\$	55.55
			<b>\$</b>	<b>1,411,475.70</b>

*Note: Check #'s 30243-30253 were voided in October.*

11/09/2017	electronic pmt	IRS - PAYROLL TAXES	\$	56,080.49
11/09/2017	electronic pmt	CA-EDD	\$	8,522.22
11/09/2017	electronic pmt	VOYA-457	\$	6,115.90
11/09/2017	electronic pmt	CA-PERS Supplemental Income 45	\$	21,781.89
11/09/2017	electronic pmt	Public Employees' Retirement S	\$	23,603.14

## Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/22/2017	electronic pmt	IRS - PAYROLL TAXES	\$	50,594.51
11/22/2017	electronic pmt	CA-EDD	\$	8,393.86
11/22/2017	electronic pmt	VOYA-457	\$	6,115.90
11/22/2017	electronic pmt	CA-PERS Supplemental Income 45	\$	18,503.74
11/22/2017	electronic pmt	Public Employees' Retirement S	\$	23,624.33
			<b>\$</b>	<b>223,335.98</b>

# Staff Report



Yucaipa Valley Water District

**From:** [REDACTED].net  
**Sent:** Wednesday, December 13, 2017 7:25 PM  
**To:** Customer\_Service <[Customer\\_Service@yvwd.us](mailto:Customer_Service@yvwd.us)>  
**Subject:** Letter of Appreciation

To: Yucaipa Valley Water District

Attention: Joseph Zoba  
John Wrobel  
Thomas Shalhoub

Gentlemen:

I am a resident in Oak Hills Estates on Selrocco Drive. The water district has had several water main issues in front of my driveway over the last few months. A previous repair to sleeve the leak of the water main that runs under my driveway was made without removing the driveway entrance but it recently began leaking again. This current repair required replacement of about 40 ft of water main that runs under my driveway and removal and replacement of about 6 ft x full width of my driveway entrance.

Your Field Supervisor, Jamie Cansler was in charge of this activity. I want to commend him to you for the excellent job he did in communicating all aspects of the work effort and he and his crews worked diligently and professionally to provide an acceptable result for replacing my driveway.

From the customer point of view concerning a disappointing situation, Jamie Cansler represented the YVWD extremely well. His attention to detail and pro-active interest in satisfying my concerns were greatly appreciated. Congratulations on having such professional and dedicated employees assigned to Division 5.

Best regards,

Rich Metzinger

# Discussion Items



Yucaipa Valley Water District



**Date:** December 19, 2017

**Prepared By:** Allison M. Edmisten, Chief Financial Officer  
Peggy Little, Administrative Supervisor

**Subject:** Presentation of the Unaudited Financial Report for the Period Ending on November 30, 2017

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

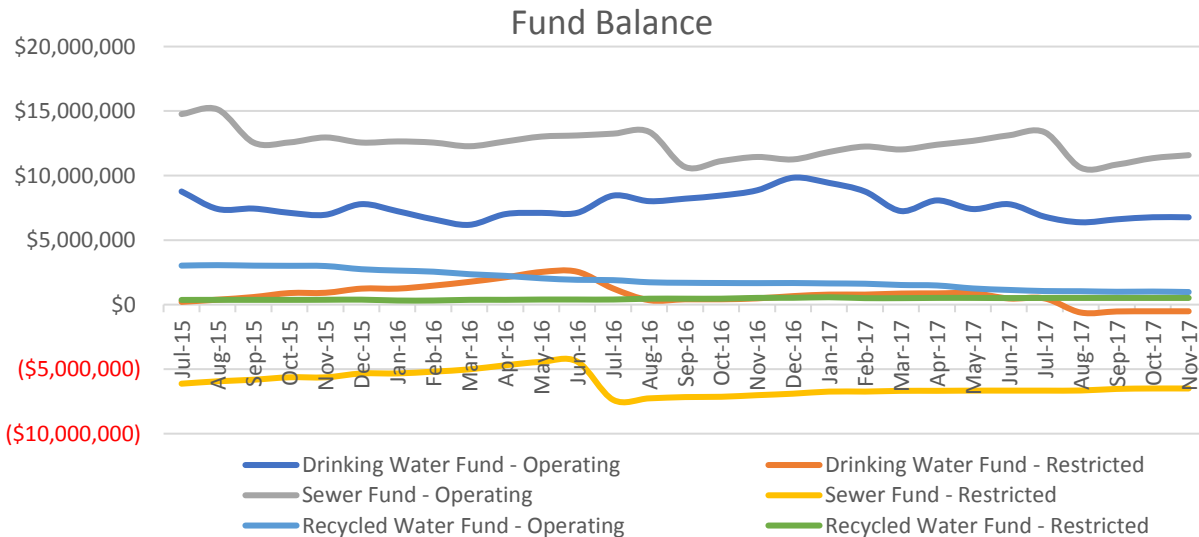
The following unaudited financial report has been prepared by the Administrative Department for your review. The report has been divided into five sections to clearly disseminate information pertaining to the financial status of the District. Please remember that the following financial information has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

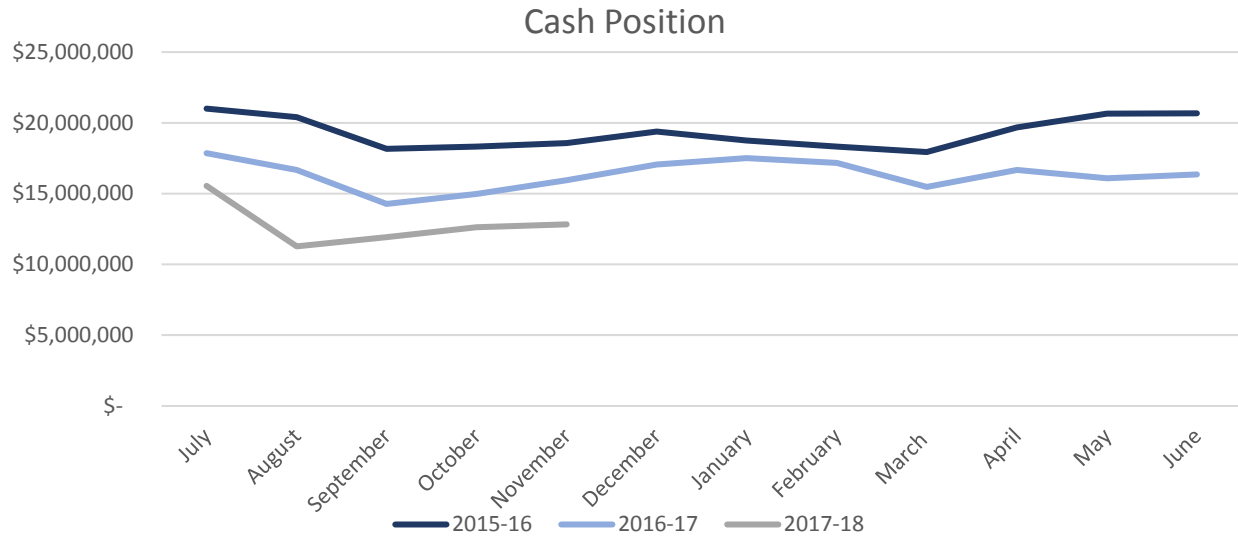
**Cash Fund Balance and Cash Flow Reports**

[Detailed information can be found on page 7 to 8 of 26]

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

Fund Source	Operating Funds	Restricted Funds	Total Funds
Water Division	\$ 6,767,702.94	\$ (516,259.00)	\$ 6,251,443.94
Sewer Division	\$ 11,581,690.65	\$ (6,500,354.61)	\$ 5,081,336.04
Recycled Water Division	\$ 976,055.11	\$ 519,371.76	\$ 1,495,426.87
<b>Total</b>	<b>\$ 19,325,448.70</b>	<b>\$ (6,497,241.85)</b>	<b>\$ 12,828,206.85</b>





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

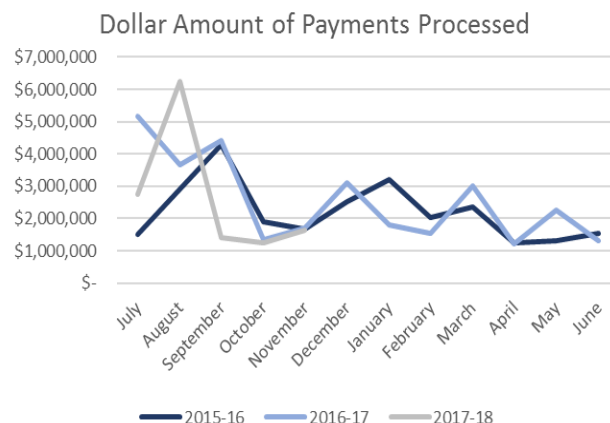
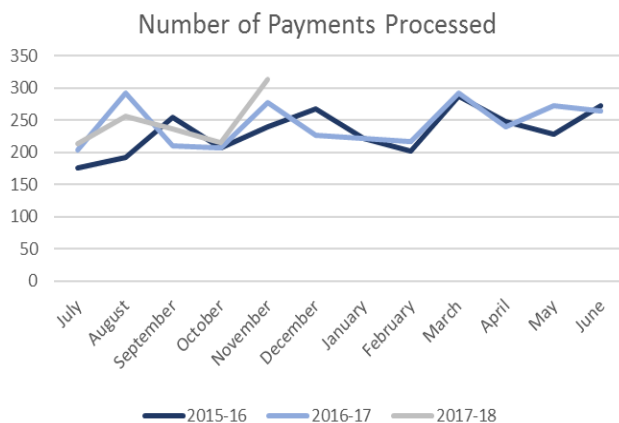
The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

### Cash Disbursement Report

[Detailed information can be found on pages 9 to 15 of 26]

The cash disbursement report lists each check and electronic payment processed during the month of November 2017. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director, but may be signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

	Number Processed	Amount Processed
Checks	303	\$ 1,411,475.70
Electronic Payments	10	\$ 223,335.98
<b>Total</b>	<b>313</b>	<b>\$ 1,634,811.68</b>





**Financial Account Information**

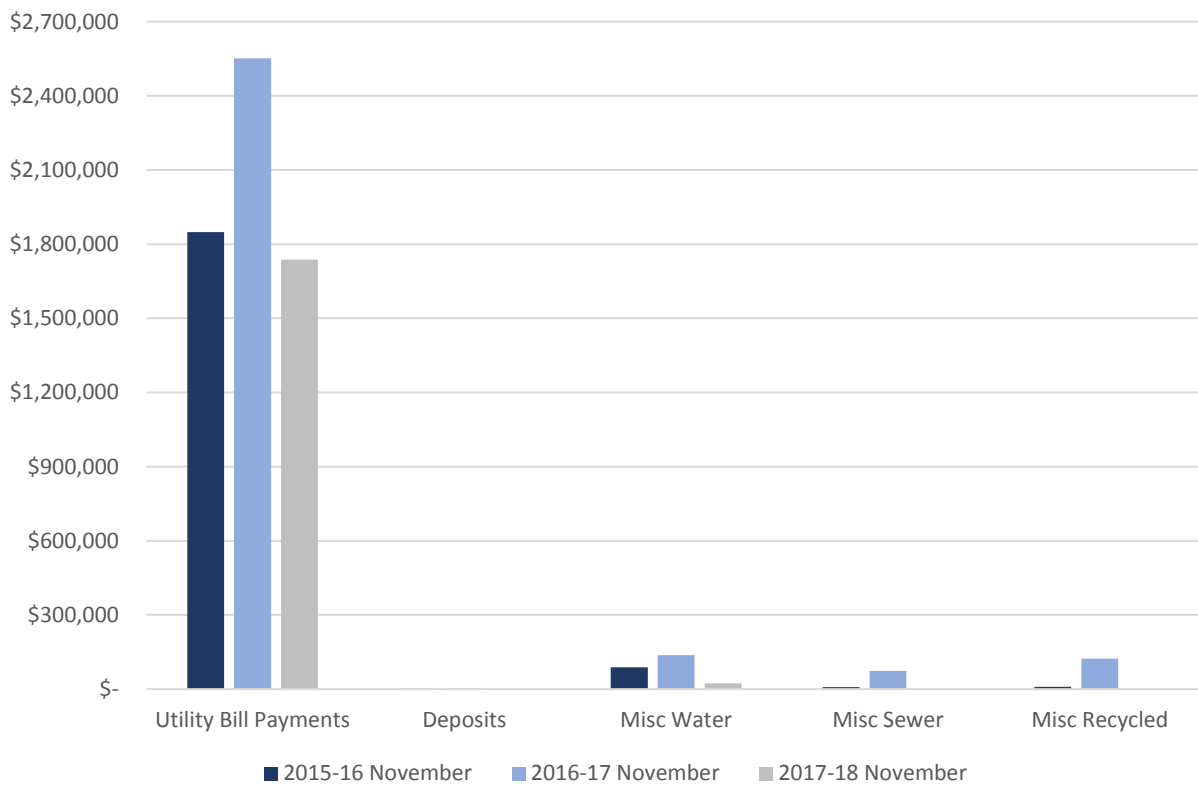
The District currently deposits all revenue received into the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills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

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

**Monthly Revenue Allocation:**

Funding Source	Total
Utility Bill Payments	\$ 1,737,526.26
Deposits	\$ 0
Misc. Water Related Activities	\$ 23,509.17
Misc. Sewer Related Activities	\$ 304.31
Misc. Recycled Related Activities	\$ 11.81
<b>Total</b>	<b>\$ 1,761,351.55</b>

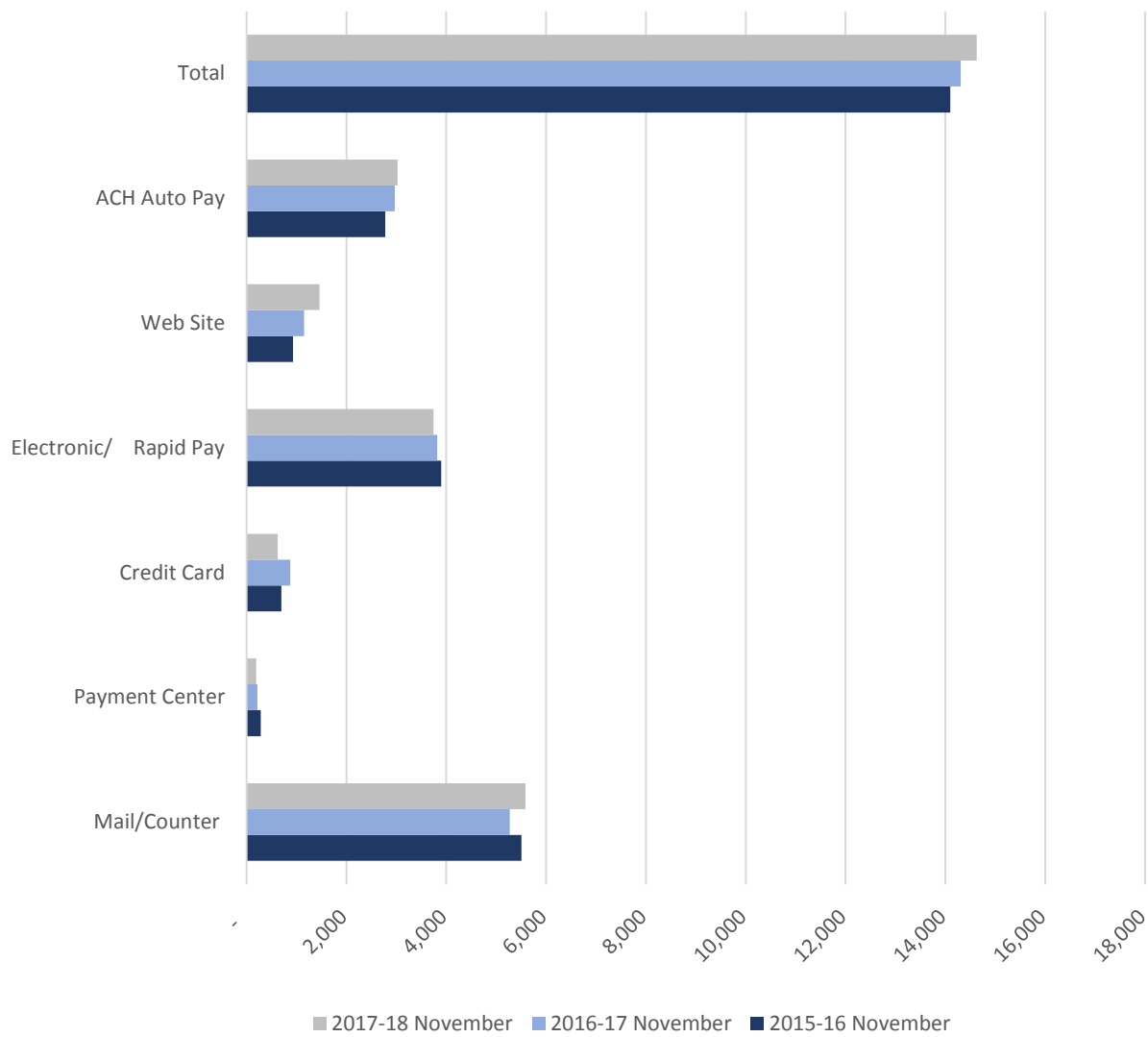
Monthly Revenue Allocation



Summary of Utility Bill Payments:

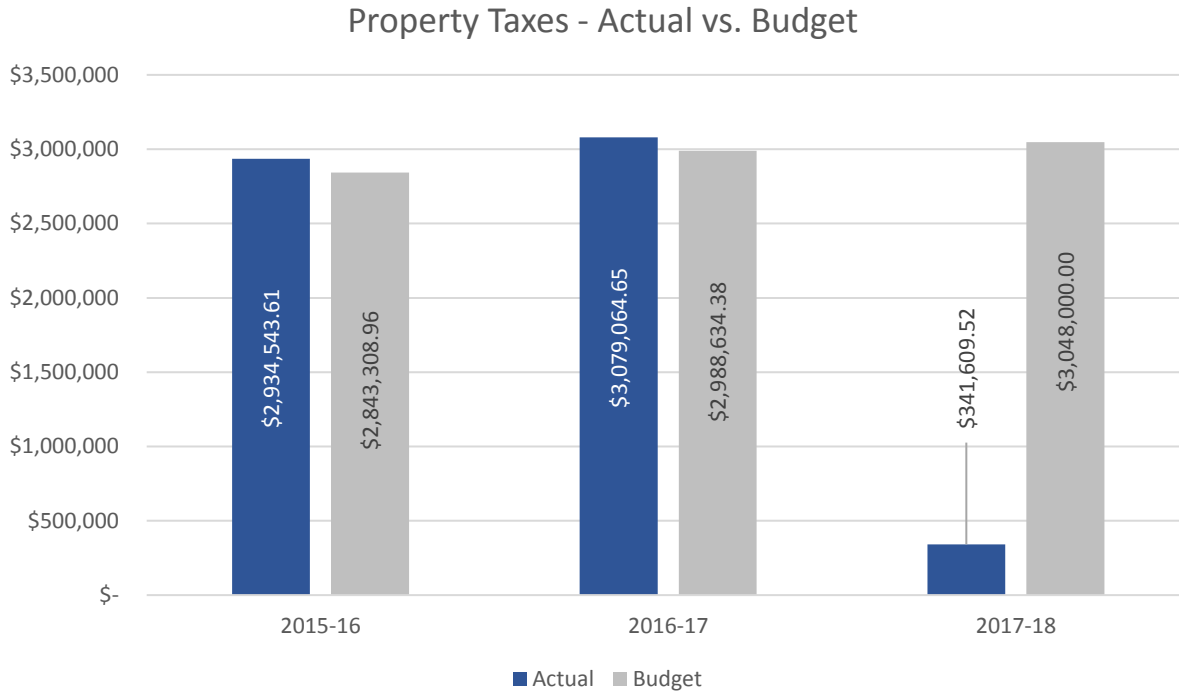
Payment Method	Number of Payments	% of Total Received
Mail/Counter	5,587	38.19%
Payment Center	193	1.32%
Credit Card	625	4.27%
Electronic Rapid Pay	3,743	25.58%
Web Site	1,459	9.97%
ACH Auto Pay	3,023	20.66%
<b>Total</b>	<b>14,630</b>	<b>100.00%</b>

Type of Payments



**Summary of Property Tax Revenue:**

Current Month	Year-to-Date	Budget Amount	Percentage
Property Taxes	\$ 341,609.52	\$ 3,048,000	% 11.21



**Investment Summary**

[Detailed information can be found on pages 16 to 17 of 26]

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

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

Investment Policy Disclosure - The District is currently compliant with the portfolio of its Investment Policy and State law. The District is using Sandy Gage with Merrill Lynch Wealth Management (Bank of America Corporation) for Treasury investments. The District expects to meet its expenditure requirements for the next six months.

**Fiscal Year 2017-18 Detail Budget Status**

[Detailed information can be found on pages 18 to 26 of 26]

The revenue and expense budget status for the 2017-18 Fiscal Year is provided for your review.

### Questions or Comments

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

<b>Summary of Revenue Budget</b>					
<b>As of November 30, 2017 (37% of Budget Cycle)</b>					
<b>Division</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>	
Water	\$ 904,855	\$ 3,494,010	\$ 13,924,171	25.09%	
Sewer	\$ 972,537	\$ 3,215,371	\$ 12,132,940	26.50%	
Recycled Water	\$ 40,465	\$ 228,651	\$ 810,795	28.20%	
<b>District Revenue</b>	<b>\$ 1,917,857</b>	<b>\$ 6,938,032</b>	<b>\$ 26,867,906</b>	<b>25.82%</b>	

<b>Summary of Water Budget vs. Expenses</b>					
<b>As of November 30, 2017 (37% of Budget Cycle)</b>					
<b>Department</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>	
Water Resources	\$ 253,381	\$ 1,815,067	\$ 4,902,900	37.02%	
Public Works	\$ 161,792	\$ 736,375	\$ 3,044,488	24.19%	
Administration	\$ 249,348	\$ 1,097,262	\$ 3,681,118	29.81%	
Long Term Debt	\$ -	\$ 1,690,106	\$ 2,295,665	73.62%	
Asset Acquisition	\$ -	\$ -	\$ -	0.00%	
<b>TOTAL</b>	<b>\$ 664,521</b>	<b>\$ 5,338,810</b>	<b>\$ 13,924,171</b>	<b>38.34%</b>	

<b>Summary of Sewer Budget vs. Expenses</b>					
<b>As of November 30, 2017 (37% of Budget Cycle)</b>					
<b>Department</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>	
Treatment	\$ 225,424	\$ 1,150,761	\$ 3,631,043	31.69%	
Administration	\$ 222,234	\$ 953,435	\$ 3,376,153	28.24%	
Environmental Control	\$ 52,179	\$ 317,615	\$ 1,256,463	25.28%	
Long Term Debt	\$ -	\$ 2,923,669	\$ 3,869,281	75.56%	
Asset Acquisition	\$ -	\$ -	\$ -	0.00%	
<b>TOTAL</b>	<b>\$ 499,837</b>	<b>\$ 5,345,480</b>	<b>\$ 12,132,940</b>	<b>44.06%</b>	

<b>Summary of Recycled Water Budget vs. Expenses</b>					
<b>As of November 30, 2017 (37% of Budget Cycle)</b>					
<b>Department</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>	
Administration	\$ 65,082	\$ 268,089	\$ 810,795	33.06%	
<b>TOTAL</b>	<b>\$ 65,082</b>	<b>\$ 268,089</b>	<b>\$ 810,795</b>	<b>33.06%</b>	
<b>District Expenses</b>	<b>\$ 1,229,440</b>	<b>\$ 10,952,379</b>	<b>\$ 26,867,906</b>	<b>40.76%</b>	

*Note: Budget amounts for certain categories were updated in November as a result of the budget adjustments that were approved by the Board on November 21, 2017.*

### Cash Fund Balance Report - November 2017

Water Division		GL#	Balance
Restricted	*ID 1 Construction Funds	02-10216	\$ 293,145.85
	*ID 2 Construction Funds	02-10217	\$ 80,409.31
	*FCC - Debt Service YVRWFF Phase I	02-10401	\$ (3,577,460.82)
	*FCC - Future YVRWFF Phase II & III	02-10403	\$ 420,177.92
	*FCC - Recycled System	02-10410	\$ (863,949.01)
	*FCC - Booster Pumping Plants	02-10411	\$ 690,059.21
	*FCC - Pipeline Facilities	02-10412	\$ 136,664.56
	*FCC - Water Storage Reservoirs	02-10413	\$ 2,304,693.98
Operating	Depreciation Reserves	02-10310	\$ 640,775.15
	Infrastructure Reserves	02-10311	\$ 3,339,403.00
	Sustainability Fund	02-10313	\$ 84,016.76
	Rate Stabilization Fund	02-10314	\$ 500,209.14
	Imported Water Fund - MUNI	02-10315	\$ 143,844.15
	Imported Water Fund - SGPWA	02-10316	\$ 835,046.72
	Operating Funds:		\$ 1,224,408.02
<b>Total Water Division</b>			<b>\$ 6,251,443.94</b>

Sewer Division		GL#	Balance
Restricted	*SRF Reserve Fund - Brineline	03-10218	\$ 637,449.00
	*SRF Reserve Fund - WISE	03-10219	\$ 184,928.00
	*SRF Reserve Fund - R 10.3	03-10220	\$ 51,531.00
	*SRF Reserve Fund - Crow St	03-10221	\$ 19,255.00
	*FCC - Debt Service WWTP Expansion & Upgrade	03-10405	\$ 1,755,715.67
	*FCC - Future WWTP Expansion	03-10407	\$ 1,377,116.67
	*FCC - Sewer Interceptors	03-10415	\$ (817,288.70)
	*FCC - Lift Stations	03-10416	\$ 339,578.07
	*FCC - Effluent Disposal Facilities	03-10417	\$ (1,617,776.96)
	*FCC - Salt Mitigation Facilities	03-10418	\$ (8,430,862.36)
Operating	Project Fund - Encumbered	03-10215	\$ 276,000.00
	Depreciation Reserves	03-10310	\$ 3,653,046.88
	Infrastructure Reserves	03-10311	\$ 4,977,990.00
	Rate Stabilization Fund	03-10314	\$ 1,464,394.90
Operating Funds:		\$ 1,210,258.87	
<b>Total Wastewater Division</b>			<b>\$ 5,081,336.04</b>

Recycled Water Division		GL#	Balance
Restricted	*FCC - Recycled System	04-10410	\$ 64,882.79
	*FCC - Booster Pumping Plants	04-10411	\$ 1,532.04
	*FCC - Pipeline Facilities	04-10412	\$ 222,369.18
	*FCC - Water Storage Reservoirs	04-10413	\$ 230,587.75
Operating	Project Fund - Encumbered	04-10215	\$ -
	Depreciation Reserves	04-10310	\$ 64,419.84
	Infrastructure Reserves	04-10311	\$ 262,932.31
	Operating Funds:		\$ 648,702.96
<b>Total Recycled Water Division</b>			<b>\$ 1,495,426.87</b>

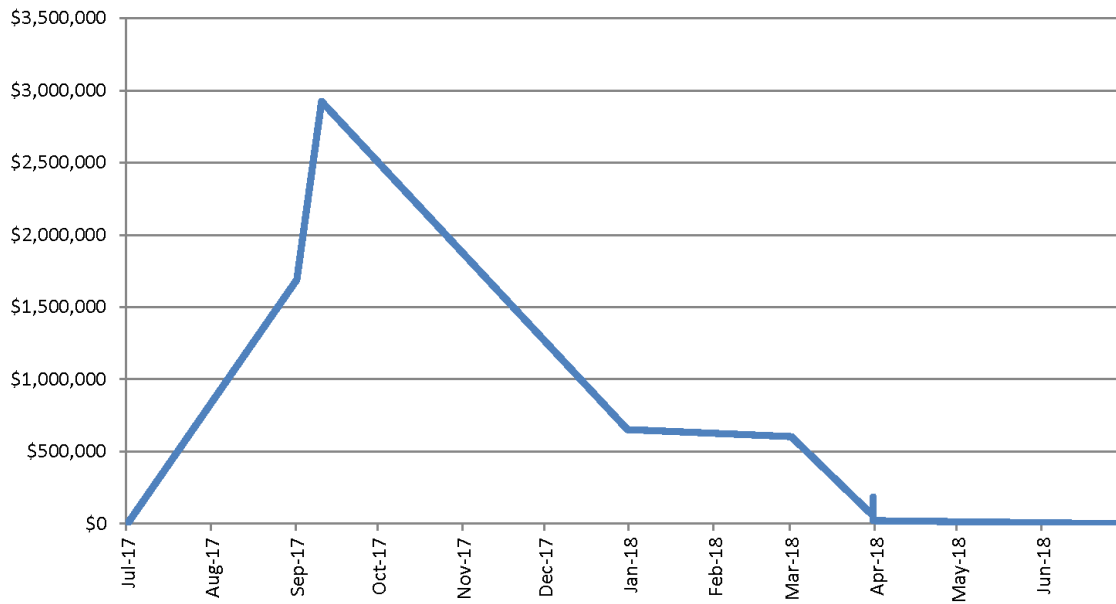
**DISTRICT TOTAL \$ 12,828,206.85**

\*=Restricted Funds

### Cash Flow Report for Fiscal Year 2017-18

Financial Obligations for Fiscal Year 2017-18				
Due Date	Fund	Description	Term of Obligation	Amount
9/1/2017	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 1,690,106.25
9/10/2017	Sewer	SRF Payment - WRWRF	2009-2028	\$ 2,923,668.75
12/31/2017	Sewer	SRF Payment - Yucaipa Regional Brineline	2013-2032	\$ 652,249.39
3/1/2018	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 603,806.25
3/31/2018	Sewer	SRF Payment - Recycled Reservoir R-10.3	2014-2033	\$ 54,243.03
3/31/2018	Sewer	SRF Payment - Desalinization at WRWRF	2014-2033	\$ 186,470.11
3/31/2018	Sewer	SRF Payment - Crow Street/Recycled Booster B-12.1	2016-2035	\$ 21,247.48
			<b>Total</b>	<b>\$ 6,131,791.26</b>

**Payment Schedule and Cash Flow Requirements  
for Fiscal Year 2017-18**



### Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/1/2017	30172	American Water Works Assoc.	\$	269.00
11/1/2017	30173	State Water Resources Control	\$	660.00
11/1/2017	30174	California Water Environment A	\$	540.00
11/1/2017	30175	Mike Kostelecky	\$	155.00
11/1/2017	30176	Water Environment Federation	\$	320.00
11/1/2017	30177	Courtland R. Gear	\$	113.55
11/1/2017	30178	ADS, LLC	\$	4,275.00
11/1/2017	30179	Ralph C. Casas	\$	75.00
11/1/2017	30180	Ameripride Uniform Services	\$	628.52
11/1/2017	30181	Redlands Employment Services	\$	1,712.44
11/1/2017	30182	Burgeson's Heating & Air Cond.	\$	396.00
11/1/2017	30183	Dinosaur Tire Inc.	\$	18.08
11/1/2017	30184	Environmental Systems Research	\$	27,000.00
11/1/2017	30185	House Of Quality, Parts Plus	\$	598.25
11/1/2017	30186	Incode Division-Tyler Technolo	\$	601.18
11/1/2017	30187	InfoSend, Inc.	\$	3,520.18
11/1/2017	30188	MBC Applied Environmental Scie	\$	1,300.00
11/1/2017	30189	Michael Joseph	\$	250.00
11/1/2017	30190	SCCI, Inc.	\$	350.00
11/1/2017	30191	Southern CA Emergency Medicine	\$	975.00
11/1/2017	30192	Spectrum Business	\$	1,834.00
11/1/2017	30193	The Gas Company	\$	43.68
11/1/2017	30194	U.S. Telepacific Corp	\$	2,481.12
11/1/2017	30195	Yucaipa Disposal, Inc. VOIDED	\$	1,448.47
11/1/2017	30196	Aqua-Metric Sales Company	\$	57,108.58
11/1/2017	30197	Armorcast Products Company	\$	14,978.19
11/1/2017	30198	John F. Simister	\$	747.88
11/1/2017	30199	BofA Credit Card	\$	2,803.53
11/1/2017	30200	Brenntag Pacific, Inc	\$	2,806.14
11/1/2017	30201	Charles P. Crowley Company, In	\$	1,424.82
11/1/2017	30202	Core & Main LP	\$	163.18
11/1/2017	30203	JW D'Angelo Co.	\$	31,432.56
11/1/2017	30204	David Sunden	\$	1,269.56
11/1/2017	30205	Larry Cross	\$	455.00
11/1/2017	30206	Fastenal Company	\$	877.48
11/1/2017	30207	Grainger	\$	3,620.15
11/1/2017	30208	Haaker Equipment Company	\$	1,596.86
11/1/2017	30209	Hach Company	\$	30,095.24
11/1/2017	30210	Harrington Ind. Plastic, LLC	\$	1,295.13
11/1/2017	30211	Hasa, Inc.	\$	3,834.78
11/1/2017	30212	Hemet Valley Tool Inc.	\$	49.55
11/1/2017	30213	Industrial Safety Supply Corp	\$	213.26
11/1/2017	30214	Inland Water Works Supply Co.	\$	10,433.13
11/1/2017	30215	Innerline Engineering	\$	7,000.00
11/1/2017	30216	Nicholas C. Hendrickson	\$	841.98
11/1/2017	30217	Lowe's Companies, Inc.	\$	388.00
11/1/2017	30218	McWane Inc.	\$	24,532.10
11/1/2017	30219	Nuckles Oil Company, Inc.	\$	7,444.46
11/1/2017	30220	Mission Communications, LLC	\$	1,126.80
11/1/2017	30221	Moss Bros. Chrysler Jeep Dodge	\$	6,000.00
11/1/2017	30222	Nagem, Inc.	\$	3,914.30
11/1/2017	30223	NCL Of Wisconsin Inc	\$	173.72

### Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/1/2017	30224	BlueTarp Financial, Inc.	\$	153.51
11/1/2017	30225	Office Solutions Business Prod	\$	62.92
11/1/2017	30226	Optics Planet, Inc.	\$	134.49
11/1/2017	30227	Pall Corporation	\$	23,936.73
11/1/2017	30228	Pro-Pipe & Supply, Inc.	\$	44.54
11/1/2017	30229	Q Versa, LLC	\$	44,728.80
11/1/2017	30230	Redlands Ford	\$	362.78
11/1/2017	30231	DMJ and Associates, Inc.	\$	80.17
11/1/2017	30232	Riverside Winnelson Company	\$	129.57
11/1/2017	30233	Safeguard Business Systems Inc	\$	1,016.62
11/1/2017	30234	SB CNTY-Fire Protection Distri	\$	404.75
11/1/2017	30235	SB CNTY-Solid Waste Mgmt Div	\$	370.43
11/1/2017	30236	Sinclair Rock and Sand Inc.	\$	850.00
11/1/2017	30237	SF CC Intermediate Holdings In	\$	42.43
11/1/2017	30238	Hadronex, Inc.	\$	120.00
11/1/2017	30239	Sonsray Machinery LLC	\$	974.50
11/1/2017	30240	Tri County Pump Company	\$	4,929.88
11/1/2017	30241	Calmat Company	\$	2,488.76
11/1/2017	30242	YSI Incorporated	\$	210.38
11/1/2017	30254	Cobb's Printing, LLC	\$	323.25
11/1/2017	30255	Standard Insurance Company	\$	1,934.80
11/1/2017	30256	Berkshire Hathaway Homestate C	\$	21,556.95
11/1/2017	30257	Standard Insurance Vision Plan	\$	715.80
11/1/2017	30258	MetLife Small Business Center	\$	205.07
11/1/2017	30259	Paradise Point Resort & Spa	\$	202.10
11/1/2017	30260	Paradise Point Resort & Spa	\$	202.10
11/1/2017	30261	Boot Barn Inc.	\$	200.00
11/1/2017	30262	Blue Shield of California	\$	1,817.80
11/1/2017	30263	Nippon Life Insurance Co. of A	\$	2,323.62
11/1/2017	30264	Multi Service Technology Solut	\$	786.19
11/1/2017	30265	Yucaipa Disposal, Inc.	\$	1,448.57
11/6/2017	30266	State Water Resources Control	\$	90.00
11/6/2017	30267	East Valley Water District	\$	160.00
11/6/2017	30268	US Healthworks Medical Group,	\$	89.00
11/6/2017	30269	Ameripride Uniform Services	\$	660.19
11/6/2017	30270	Redlands Employment Services	\$	716.55
11/6/2017	30271	Burgeson's Heating & Air Cond.	\$	297.00
11/6/2017	30272	Central Communications	\$	283.95
11/6/2017	30273	Coverall North America, Inc.	\$	1,021.00
11/6/2017	30274	First American Data Tree, LLC	\$	50.00
11/6/2017	30275	Fedex	\$	102.37
11/6/2017	30276	Frontier Communications	\$	148.48
11/6/2017	30277	Raiset R. Santana and Adriana	\$	173.50
11/6/2017	30278	Krieger & Stewart	\$	51,448.72
11/6/2017	30279	NetComp Technologies, Inc.	\$	801.63
11/6/2017	30280	Pro-Pipe & Supply, Inc.	\$	26.75
11/6/2017	30281	SCCI, Inc.	\$	350.00
11/6/2017	30282	San Gorgonio Pass Water Agency	\$	23,057.58
11/6/2017	30283	San Bdno. Valley Muni. Water D	\$	83,958.61
11/6/2017	30284	SF CC Intermediate Holdings In	\$	126.69
11/6/2017	30285	Association of San Bernardino	\$	84.00
11/6/2017	30286	Spectrum Business	\$	1,834.00



### Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
11/6/2017	30287	Underground Service Alert Of S	\$ 341.65
11/6/2017	30288	Aqua-Metric Sales Company	\$ 48,083.44
11/6/2017	30289	Backflow Apparatus & Valve Co.	\$ 217.29
11/6/2017	30290	Brenntag Pacific, Inc	\$ 12,325.17
11/6/2017	30291	Cemex Inc. USA	\$ 275.02
11/6/2017	30292	Crown Ace Hardware - Yucaipa	\$ 1,730.18
11/6/2017	30293	Grainger	\$ 2,922.18
11/6/2017	30294	Harrington Ind. Plastic, LLC	\$ 1,275.01
11/6/2017	30295	Hasa, Inc.	\$ 4,151.16
11/6/2017	30296	Inland Water Works Supply Co.	\$ 1,661.52
11/6/2017	30297	Innerline Engineering	\$ 1,750.00
11/6/2017	30298	Lowe's Companies, Inc.	\$ 1,235.90
11/6/2017	30299	Nagem, Inc.	\$ 788.07
11/6/2017	30300	NCL Of Wisconsin Inc	\$ 1,653.27
11/6/2017	30301	Polydyne Inc.	\$ 2,849.99
11/6/2017	30302	Riverside Winnelson Company	\$ 192.34
11/6/2017	30303	Safety Kleen Systems, Inc.	\$ 158.85
11/6/2017	30304	Vortex Industries. Inc.	\$ 3,606.40
11/6/2017	30305	WALKER, SUSAN	\$ 756.00
11/9/2017	30306	PAYROLL CHECK	\$ 1,026.73
11/9/2017	30307	PAYROLL CHECK	\$ 998.05
11/9/2017	30308	PAYROLL CHECK	\$ 1,085.24
11/9/2017	30309	PAYROLL CHECK	\$ 1,003.68
11/9/2017	30310	PAYROLL CHECK	\$ 1,392.67
11/9/2017	30311	PAYROLL CHECK	\$ 1,027.55
11/9/2017	30312	PAYROLL CHECK	\$ 889.92
11/9/2017	30313	PAYROLL CHECK	\$ 990.05
11/9/2017	30314	PAYROLL CHECK	\$ 66.13
11/9/2017	30315	PAYROLL CHECK	\$ 165.12
11/9/2017	30316	PAYROLL CHECK	\$ 773.80
11/9/2017	30317	PAYROLL CHECK	\$ 530.92
11/9/2017	30318	PAYROLL CHECK	\$ 956.74
11/9/2017	30319	PAYROLL CHECK	\$ 991.85
11/9/2017	30320	PAYROLL CHECK	\$ 1,008.35
11/9/2017	30321	PAYROLL CHECK	\$ 821.66
11/9/2017	30322	PAYROLL CHECK	\$ 341.31
11/9/2017	30323	PAYROLL CHECK	\$ 877.49
11/9/2017	30324	PAYROLL CHECK	\$ 878.47
11/9/2017	30325	PAYROLL CHECK	\$ 2,119.65
11/9/2017	30326	PAYROLL CHECK	\$ 16.05
11/9/2017	30327	PAYROLL CHECK	\$ 60.36
11/9/2017	30328	PAYROLL CHECK	\$ 910.21
11/9/2017	30329	PAYROLL CHECK	\$ 301.56
11/9/2017	30330	PAYROLL CHECK	\$ 125.56
11/9/2017	30331	PAYROLL CHECK	\$ 978.83
11/9/2017	30332	WageWorks, Inc.	\$ 1,324.74
11/9/2017	30333	IBEW Local 1436	\$ 476.00
11/9/2017	30334	California State Disbursement	\$ 115.38
11/9/2017	30335	California State Disbursement	\$ 397.38
11/9/2017	30336	Department of the Treasury - I	\$ 125.00
11/9/2017	30337	Workboot Warehouse	\$ 150.12
11/9/2017	30338	Sara Onate	\$ 389.65

### Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/9/2017	30339	Erin Anton	\$	297.91
11/9/2017	30340	Michael Murrietta	\$	55.55
11/13/2017	30341	State Water Resources Control	\$	180.00
11/13/2017	30342	Ameripride Uniform Services	\$	749.90
11/13/2017	30343	Redlands Employment Services	\$	194.32
11/13/2017	30344	BSK Associates	\$	1,360.00
11/13/2017	30345	Burgeson's Heating & Air Cond.	\$	1,450.00
11/13/2017	30346	Cal's Towing	\$	100.00
11/13/2017	30347	Corelogic, Inc.	\$	330.00
11/13/2017	30348	Dinosaur Tire Inc.	\$	18.08
11/13/2017	30349	InfoSend, Inc.	\$	5,117.66
11/13/2017	30350	Konica Minolta Business Soluti	\$	1,017.54
11/13/2017	30351	Maintenance Connection Inc	\$	6,199.29
11/13/2017	30352	NetComp Technologies, Inc.	\$	4,571.70
11/13/2017	30353	USDA Forest Service	\$	125.26
11/13/2017	30354	Yucaipa Valley Water District	\$	6,928.15
11/13/2017	30355	Atlas Copco Compressors, LLC	\$	20,902.46
11/13/2017	30356	John F. Simister	\$	85.08
11/13/2017	30357	C & B Crushing, Inc.	\$	360.00
11/13/2017	30358	Victor James Valenti	\$	3,658.94
11/13/2017	30359	CS Associated Municipal Sale C	\$	2,615.32
11/13/2017	30360	Dickson	\$	645.50
11/13/2017	30361	Emergency Power Controls, Inc.	\$	2,030.62
11/13/2017	30362	Evoqua Water Technologies LLC	\$	2,851.01
11/13/2017	30363	Fisher Scientific Co.	\$	121.01
11/13/2017	30364	G&G Environmental Compliance, I	\$	4,403.26
11/13/2017	30365	Hasa, Inc.	\$	3,551.23
11/13/2017	30366	Industrial Safety Supply Corp	\$	262.61
11/13/2017	30367	Inland Water Works Supply Co.	\$	109.91
11/13/2017	30368	Innerline Engineering	\$	3,500.00
11/13/2017	30369	McCrometer, Inc.	\$	989.63
11/13/2017	30370	Nuckles Oil Company, Inc.	\$	2,486.15
11/13/2017	30371	Nagem, Inc.	\$	425.00
11/13/2017	30372	Nalco Company	\$	5,164.50
11/13/2017	30373	Office Solutions Business Prod	\$	262.38
11/13/2017	30374	P & R Paper Supply Co., Inc.	\$	506.49
11/13/2017	30375	Q Versa, LLC	\$	36,984.47
11/13/2017	30376	Quinn Company	\$	81.71
11/13/2017	30377	Red Alert Special Couriers	\$	394.26
11/13/2017	30378	Riverside Winnelson Company	\$	271.53
11/13/2017	30379	Steven Enterprises, Inc	\$	906.56
11/13/2017	30380	Vortex Industries. Inc.	\$	1,040.00
11/13/2017	30381	Kenneth Carnes	\$	21.55
11/13/2017	30382	Westrux International, Inc.	\$	2,852.85
11/13/2017	30383	AT&T Mobility	\$	1,353.90
11/20/2017	30384	Delta Partners, LLC	\$	7,500.00
11/20/2017	30385	Dudek & Associates, Inc	\$	16,444.59
11/20/2017	30386	HDR Engineering, Inc.	\$	6,300.00
11/20/2017	30387	One Stop Landscape Supply Inc	\$	21,553.50
11/20/2017	30388	Platinum Advisors, LLC	\$	5,000.00
11/20/2017	30389	Separation Processes, Inc.	\$	3,747.50

### Checks and Electronic Payments - November 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/20/2017	30390	VTD, Vavrinek, Trine, Day & CO	\$	14,500.00
11/20/2017	30391	David L. Wysocki	\$	3,225.00
11/20/2017	30392	Ameripride Uniform Services	\$	627.85
11/20/2017	30393	Redlands Employment Services	\$	582.96
11/20/2017	30394	BofA Credit Card	\$	10,005.32
11/20/2017	30395	California Special Districts A	\$	6,842.00
11/20/2017	30396	Clinical Laboratory of San Ber	\$	13,817.00
11/20/2017	30397	Donegan Tree Service	\$	6,450.00
11/20/2017	30398	InfoSend, Inc.	\$	3,420.12
11/20/2017	30399	LUZ Investment Corp.	\$	1,162.62
11/20/2017	30400	NetComp Technologies, Inc.	\$	3,400.00
11/20/2017	30401	SB CNTY-Solid Waste Mgmt Div	\$	632.03
11/20/2017	30402	Separation Processes, Inc.	\$	3,701.00
11/20/2017	30403	Spectrum Business	\$	2,649.00
11/20/2017	30404	Stunt World, Inc.	\$	110.16
11/20/2017	30405	Kenneth Carnes	\$	431.00
11/20/2017	30406	Wilbur's	\$	83.98
11/20/2017	30407	All American Sewer Tools	\$	4,196.84
11/20/2017	30408	Aqua-Metric Sales Company	\$	84,368.25
11/20/2017	30409	Brenntag Pacific, Inc	\$	10,244.50
11/20/2017	30410	Cal-Mesa Steel Supply, Inc.	\$	80.81
11/20/2017	30411	Consolidated Electrical Distri	\$	900.57
11/20/2017	30412	Jan Brinkman Jr.	\$	765.00
11/20/2017	30413	JW D'Angelo Co.	\$	4,265.07
11/20/2017	30414	Fisher Scientific Co.	\$	325.96
11/20/2017	30415	Grainger	\$	192.10
11/20/2017	30416	Hasa, Inc.	\$	3,871.25
11/20/2017	30417	Hub Construction Specialties I	\$	136.08
11/20/2017	30418	Industrial Safety Supply Corp	\$	628.98
11/20/2017	30419	Inland Water Works Supply Co.	\$	253.43
11/20/2017	30420	Innerline Engineering	\$	1,750.00
11/20/2017	30421	Nicholas C. Hendrickson	\$	99.13
11/20/2017	30422	J. J. Keller & Associates, Inc	\$	390.00
11/20/2017	30423	Maintenance Connection Inc	\$	16,800.00
11/20/2017	30424	MBC Applied Environmental Scie	\$	1,300.00
11/20/2017	30425	Nuckles Oil Company, Inc.	\$	2,363.57
11/20/2017	30426	BlueTarp Financial, Inc.	\$	1,638.70
11/20/2017	30427	Office Solutions Business Prod	\$	978.46
11/20/2017	30428	Quinn Company	\$	66.93
11/20/2017	30429	Redlands-Yucaipa Rentals Inc.	\$	260.50
11/20/2017	30430	Uline, Inc.	\$	1,795.48
11/20/2017	30431	HD Supply Facilities Maintenan	\$	1,589.79
11/20/2017	30432	Calmat Company	\$	2,435.88
11/20/2017	30433	State Water Resources Control	\$	60.00
11/20/2017	30434	California Water Environment A	\$	892.00
11/20/2017	30435	CWEA-TCP (OAKPORT ST.)	\$	720.00
11/20/2017	30436	Aaron Blose	\$	70.00
11/20/2017	30437	Luis Crespo	\$	180.00
11/22/2017	30438	PAYROLL CHECK	\$	2,689.43
11/22/2017	30439	WageWorks, Inc.	\$	1,305.51
11/22/2017	30440	California State Disbursement	\$	115.38
11/22/2017	30441	California State Disbursement	\$	397.38

**Checks and Electronic Payments - November 2017**

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/22/2017	30442	Department of the Treasury - I	\$	125.00
11/27/2017	30443	MACK LLC	\$	45.25
11/27/2017	30444	ACTION RENTALS	\$	27.17
11/27/2017	30445	State Water Resources Control	\$	170.00
11/27/2017	30446	Southwest Membrane Operator As	\$	750.00
11/27/2017	30447	Ameripride Uniform Services	\$	626.05
11/27/2017	30448	CDW LLC	\$	950.87
11/27/2017	30449	GovConnection, Inc.	\$	515.97
11/27/2017	30450	Eco Pro Environmental Services	\$	85.00
11/27/2017	30451	Forbes Fabricators	\$	20,807.54
11/27/2017	30452	Frontier Communications	\$	149.87
11/27/2017	30453	Incode Division-Tyler Technolo	\$	300.00
11/27/2017	30454	SCE Rosemead	\$	214,678.39
11/27/2017	30455	Association of San Bernardino	\$	256.00
11/27/2017	30456	Spectrum Business	\$	1,834.00
11/27/2017	30457	The Counseling Team Internatio	\$	360.00
11/27/2017	30458	Yucaipa Disposal, Inc.	\$	1,448.57
11/27/2017	30459	All American Sewer Tools	\$	460.71
11/27/2017	30460	Brenntag Pacific, Inc	\$	7,450.65
11/27/2017	30461	Charles P. Crowley Company, In	\$	975.37
11/27/2017	30462	Cemex Inc. USA	\$	646.29
11/27/2017	30463	Core & Main LP	\$	559.59
11/27/2017	30464	Jan Brinkman Jr.	\$	245.00
11/27/2017	30465	Fastenal Company	\$	605.61
11/27/2017	30466	Fisher Scientific Co.	\$	184.50
11/27/2017	30467	Haaker Equipment Company	\$	1,025.24
11/27/2017	30468	Hach Company	\$	329.10
11/27/2017	30469	Home Depot U.S.A. Inc	\$	161.56
11/27/2017	30470	Industrial Safety Supply Corp	\$	23.86
11/27/2017	30471	Inland Water Works Supply Co.	\$	520.43
11/27/2017	30472	Nuckles Oil Company, Inc.	\$	2,295.78
11/27/2017	30473	Microflex Corp #774353	\$	1,773.99
11/27/2017	30474	Quinn Company	\$	466.70
11/27/2017	30475	R & R Anderson Trucking	\$	1,029.36
11/27/2017	30476	US Bank	\$	9,083.56
11/27/2017	30477	American Family Life Assurance	\$	3,827.45
11/27/2017	30478	Rodd Greene	\$	669.21
11/27/2017	30479	Linda Kilday	\$	586.38
11/27/2017	30480	Dennis Neff	\$	669.58
11/27/2017	30481	Robert Wall	\$	669.58
11/27/2017	30482	Western Dental Services, Inc.	\$	255.20
11/27/2017	30483	Charlie Bailey	\$	567.49
11/27/2017	30484	CalPERS - HEALTH	\$	71,644.34
11/27/2017	30485	Michael Murrietta	\$	55.55
			<b>\$</b>	<b>1,411,475.70</b>

*Note: Check #'s 30243-30253 were voided in October.*

11/9/2017	electronic pmt	IRS - PAYROLL TAXES	\$	56,080.49
11/9/2017	electronic pmt	CA-EDD	\$	8,522.22
11/9/2017	electronic pmt	VOYA-457	\$	6,115.90
11/9/2017	electronic pmt	CA-PERS Supplemental Income 45	\$	21,781.89
11/9/2017	electronic pmt	Public Employees' Retirement S	\$	23,603.14

**Checks and Electronic Payments - November 2017**

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>		<u>Check Amount</u>
11/22/2017	electronic pmt	IRS - PAYROLL TAXES	\$	50,594.51
11/22/2017	electronic pmt	CA-EDD	\$	8,393.86
11/22/2017	electronic pmt	VOYA-457	\$	6,115.90
11/22/2017	electronic pmt	CA-PERS Supplemental Income 45	\$	18,503.74
11/22/2017	electronic pmt	Public Employees' Retirement S	\$	23,624.33
			<b>\$</b>	<b>223,335.98</b>

## Investment Summary - November 2017

### U.S. TREASURIES

Quantity	Description	Cusip	Maturity Date	Yield	Cost of Purchase	Market Value	
500,000	US Treasury Bill	912796MH9	December 21, 2017	0.330%	\$ 497,787.80	\$ 506,161.32	
<b>500,000</b>					<b>Total Values</b>	<b>\$ 497,787.80</b>	<b>\$ 506,161.32</b>

<b>Money Market Account Activity-Beginning Balance</b>	<b>\$ 6,829.35</b>
7/31/17 - Bond Interest	\$ -
7/31/17 - Dividend/Interest	\$ 1.97
Annual Activity charge - GL#43010-W/S/R	
<b>Income</b>	<b>\$ 1.97</b>
Intra-Bank Transfers to/from Investment Checking	\$ -
<b>Fund Transfers</b>	<b>\$ -</b>
Cusip Maturity	\$ -
<b>Redemptions</b>	<b>\$ -</b>
Cusip Purchase	\$ -
<b>Purchases</b>	<b>\$ -</b>
<b>Ending Balance - Money Market</b>	<b>\$ 6,831.32</b>
<b>US Treasury Securities Investment Principal</b>	<b>\$ 497,787.80</b>
<b>Total Assets</b>	<b>\$ 504,619.12</b>

*Note: As of 12/6/17, the updated treasury information for November has not been received. The information above is as of 10/31/17.*

## Investment Summary - November 2017

### LOCAL AGENCY INVESTMENT FUND

PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2017	\$ (1,600,000.00)	\$ -	\$ 34,146.51	\$ 13,745,550.98
August 31, 2017	\$ (4,000,000.00)	\$ -	\$ -	\$ 9,745,550.98
September 30, 2017	\$ -	\$ -	\$ -	\$ 9,745,550.98
October 31, 2017	\$ -	\$ -	\$ 32,517.12	\$ 9,778,068.10
November 30, 2017	\$ -	\$ -	\$ -	\$ 9,778,068.10
December 31, 2017	\$ -	\$ -	\$ -	\$ 9,778,068.10
January 31, 2018	\$ -	\$ -	\$ -	\$ 9,778,068.10
February 28, 2018	\$ -	\$ -	\$ -	\$ 9,778,068.10
March 31, 2018	\$ -	\$ -	\$ -	\$ 9,778,068.10
April 30, 2018	\$ -	\$ -	\$ -	\$ 9,778,068.10
May 31, 2018	\$ -	\$ -	\$ -	\$ 9,778,068.10
June 30, 2018	\$ -	\$ -	\$ -	\$ 9,778,068.10

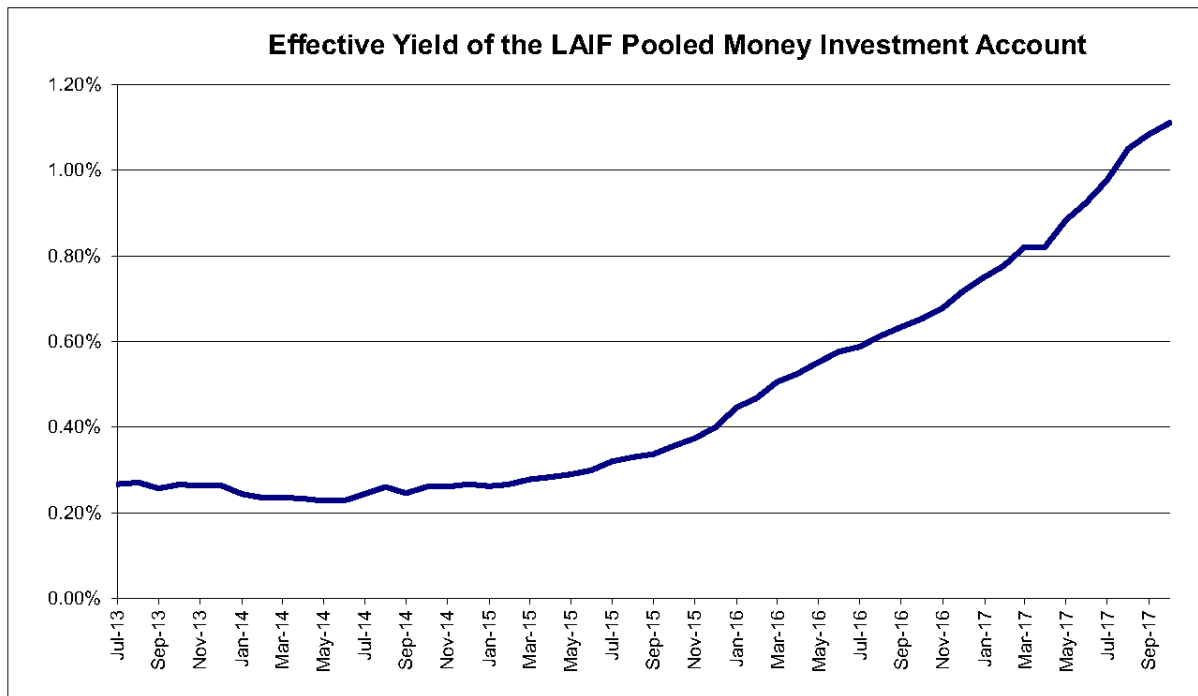
**L.A.I.F. INCOME SUMMARY**

**CURRENT QUARTER**    **FY YEAR-TO-DATE**

INCOME RECEIVED

\$ 32,517.12

\$ 66,663.63



FY 2017-18 Water Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
02-40010	Sales - Water	\$ 5,912,971	\$ 567,668	\$ 2,613,738	44.20%
02-40011	Sales - Construction Water	\$ 20,000	\$ 3,180	\$ 17,146	85.73%
02-40012	Sales - Imported Water (SGPWA)	\$ 250,000	\$ 20,228	\$ 115,774	46.31%
02-40013	Sales - Imported Water (MUNI)	\$ 850,000	\$ 78,829	\$ 341,058	40.12%
02-40014	Sales Disc.-Multi Units Usage Chrg.	\$ (100,000)	\$ (10,357)	\$ (44,816)	44.82%
02-40015	Water Wholesale Revenue	\$ 300,000	\$ -	\$ 61,648	20.55%
02-40016	Service Establishment Fee	\$ 5,000	\$ -	\$ 450	9.00%
02-41000	Service Demand Charges	\$ 3,200,000	\$ 263,851	\$ 1,114,338	34.82%
02-41001	Fire Service Standby Fees	\$ 45,000	\$ 4,163	\$ 17,040	37.87%
02-41003	Construction Service Charge	\$ 15,000	\$ 265	\$ 975	6.50%
02-41005	Sales Disc-Multi Units Service Chrg.	\$ (135,000)	\$ (11,360)	\$ (48,108)	35.64%
02-41010	Unauthorized Use of Water Charge	\$ 2,000	\$ -	\$ 375	18.75%
02-41110	Meter/Lateral installation	\$ 75,000	\$ -	\$ 14,300	19.07%
02-41112	Fire Flow Test Fees	\$ 3,500	\$ 300	\$ 1,575	45.00%
02-41113	Disconnect/Reconnect Fees	\$ 125,000	\$ 7,050	\$ 31,435	25.15%
02-41121	Penalty - Late Charges	\$ 125,000	\$ 10,241	\$ 64,757	51.81%
02-42123	Management & Accounting Fees	\$ 189,000	\$ 15,750	\$ 78,750	41.67%
02-41124	Bad Debt	\$ (20,000)	\$ -	\$ -	0.00%
02-43010	Interest Earned	\$ 50,000	\$ -	\$ 31,250	62.50%
02-43110	Property Tax - Unsecured	\$ 115,000	\$ 105,645	\$ 113,123	98.37%
02-43120	Property Tax - Secured	\$ 2,600,000	\$ 207,629	\$ 207,629	7.99%
02-43130	Tax Collection - Prior	\$ 25,000	\$ 12,285	\$ 15,591	62.36%
02-43140	Other Taxes	\$ 170,000	\$ 5,294	\$ 5,321	3.13%
02-49110	Rental Income (WATER STOCK)	\$ 1,700	\$ -	\$ -	
02-49150	Revenue - Misc. Non-Operating	\$ 100,000	\$ 285	\$ 34,992	34.99%
	<b>WATER OPERATING REVENUE</b>	<b>\$ 13,924,171</b>	<b>\$ 1,280,946</b>	<b>\$ 4,788,342</b>	<b>34.39%</b>
	Grants	\$ -		\$ -	
02-89901	Facility Capacity Charges	\$ -	\$ -	\$ 109,741	
02-89902	Sustainability	\$ -	\$ 881	\$ 36,369	
	<b>TOTAL WATER REVENUE</b>	<b>\$ 13,924,171</b>	<b>\$ 1,281,827</b>	<b>\$ 4,934,452</b>	

NOTE: Plan check & inspection fees to 02-42122



FY 2017-18 Sewer Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
03-40016	Sales - Establish Service Fee	\$ 500	\$ 25	\$ 125	25.00%
03-41000	Sales - Sewer Charges	\$ 11,890,265	\$ 984,111	\$ 4,189,120	35.23%
03-41005	Sales Disc-Multi Units Service Chrg.	\$ (200,000)	\$ (18,281)	\$ (78,837)	39.42%
03-41110	Meter/Lateral Installation	\$ 2,500	\$ -	\$ -	0.00%
03-41121	Penalty - Late Charges	\$ 129,925	\$ 9,821	\$ 49,866	38.38%
03-41131	Front Footage Fees	\$ 30,000	\$ -	\$ -	0.00%
03-41124	Bad Debt	\$ (15,000)	\$ -	\$ -	0.00%
03-42122	Revenue - Other Operating	\$ 3,250	\$ 180	\$ 900	27.69%
03-43010	Interest Earned	\$ 35,000	\$ -	\$ 29,999	85.71%
03-43110	Property Tax - Unsecured	\$ 50,000	\$ -	\$ -	0.00%
03-43120	Property Tax - Secured	\$ 175,000	\$ -	\$ -	0.00%
03-43130	Tax Collection - Prior	\$ 10,000	\$ -	\$ -	0.00%
03-43140	Other Taxes	\$ 1,500	\$ -	\$ -	0.00%
03-49150	Misc. Non-Oper Revenue	\$ 20,000	\$ -	\$ -	0.00%
	<b>SEWER OPERATING REVENUE</b>	<b>\$ 12,132,940</b>	<b>\$ 975,857</b>	<b>\$ 4,191,173</b>	<b>34.54%</b>
	Grants	\$ -		\$ -	
03-89901	Facility Capacity Charges	\$ -	\$ -	\$ 164,420	
03-89903	Contrib Capital-Front Footage Fees	\$ -	\$ -	\$ -	
03-89905	Contrib Capital-Infrastructure	\$ -	\$ -	\$ -	
	<b>TOTAL SEWER REVENUE</b>	<b>\$ 12,132,940</b>	<b>\$ 975,857</b>	<b>\$ 4,355,593</b>	

FY 2017-18 Recycled Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
04-40010	Sales - Recycled Water	\$ 565,795	\$ 49,742	\$ 250,297	44.24%
04-40011	Sales - Construction Water	\$ 20,000	\$ 169	\$ 1,959	9.80%
04-41000	Sales - Service Demand Chrg.	\$ 60,000	\$ 5,279	\$ 23,731	39.55%
04-41003	Const. Water Minimum Chrg.	\$ 5,000	\$ 78	\$ 306	6.12%
04-41110	Meter/Lateral installation	\$ 15,000	\$ -	\$ (650)	-4.33%
04-41121	Penalty - Late Charges	\$ 1,000	\$ 215	\$ 2,968	296.77%
04-41122	Revenue - Other Operating	\$ 500	\$ -	\$ (1,145)	-228.96%
04-43010	Interest Earned	\$ 10,000	\$ -	\$ 6,666	66.66%
04-43110	Property Tax - Unsecured	\$ 10,000	\$ -	\$ -	0.00%
04-43120	Property Tax - Secured	\$ 110,000	\$ -	\$ -	0.00%
04-43130	Property Tax - Prior	\$ 10,000	\$ -	\$ -	0.00%
04-43140	Property Tax - Other	\$ 2,500	\$ -	\$ -	0.00%
04-49150	Misc. Non-Operating Revenue	\$ 1,000	\$ -	\$ -	0.00%
	<b>RECYCLED OPERATING REVENUE</b>	<b>\$ 810,795</b>	<b>\$ 55,482</b>	<b>\$ 284,132</b>	<b>35.04%</b>
	Grants	\$ -		\$ -	
04-89901	Facility Capacity Charges	\$ -	\$ -	\$ -	
	<b>TOTAL RECYCLED REVENUE</b>	<b>\$ 810,795</b>	<b>\$ 55,482</b>	<b>\$ 284,132</b>	

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
02-5-01-50010	Labor-Water Resources	\$ 832,563	\$ 63,472	\$ 304,779	36.61%
02-5-01-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-01-50013	Benefits-Fica	\$ 55,800	\$ 5,219	\$ 25,133	45.04%
02-5-01-50014	Benefits-Life Insurance	\$ 3,440	\$ 117	\$ 583	16.93%
02-5-01-50016	Benefits-Health\Defrd Comp	\$ 144,480	\$ 15,528	\$ 76,201	52.74%
02-5-01-50017	Benefits-Disability Insurance	\$ 6,565	\$ 853	\$ 4,147	63.16%
02-5-01-50019	Benefits-Workers Compensation	\$ 19,693	\$ -	\$ 3,966	20.14%
02-5-01-50021	Benefits-PERS	\$ 51,059	\$ 3,133	\$ 15,580	30.51%
02-5-01-50022	Benefits-PERS-Employer	\$ 106,500	\$ 3,874	\$ 19,836	18.63%
02-5-01-50023	Benefits-Uniforms	\$ 2,580	\$ 151	\$ 753	29.20%
02-5-01-50024	Benefits-Vacation & Sick Pay	\$ 7,500	\$ 756	\$ 3,417	45.56%
02-5-01-50025	Benefits-Boot Allowance	\$ 1,720	\$ -	\$ 789	45.86%
02-5-01-51003	R&M - Structures	\$ 275,000	\$ 31,339	\$ 135,419	49.24%
02-5-01-51011	R&M - CLA Valves	\$ 30,000	\$ 990	\$ 3,142	10.47%
02-5-01-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 73	7.32%
02-5-01-51210	Utilities - Power Purchases	\$ 1,400,000	\$ 133,816	\$ 591,986	42.28%
02-5-01-51211	Utilities - Electricity & Fuel	\$ 5,000	\$ 307	\$ 1,502	30.05%
02-5-01-51316	Imported Water Purchases	\$ 1,100,000	\$ -	\$ 795,371	72.31%
02-5-01-54019	Licenses & Permits	\$ 25,000	\$ -	\$ 3,157	12.63%
02-5-01-54110	Laboratory Services	\$ 85,000	\$ -	\$ 20,679	24.33%
02-5-01-57040	YVRWFF Operating Expense	\$ 750,000	\$ 39,983	\$ 329,851	43.98%
	<b>WATER RESOURCE TOTALS</b>	<b>\$ 4,902,900</b>	<b>\$ 299,538</b>	<b>\$ 2,336,364</b>	<b>47.65%</b>
02-5-03-50010	Labor-Public Works	\$ 1,503,049	\$ 98,329	\$ 441,024	29.34%
02-5-03-50011	Labor Credit	\$ -	\$ -	\$ (2,309)	
02-5-03-50013	Benefits-Fica	\$ 126,030	\$ 7,847	\$ 35,402	28.09%
02-5-03-50014	Benefits-Life Insurance	\$ 9,500	\$ 223	\$ 1,343	14.13%
02-5-03-50016	Benefits-Health\Defrd Comp	\$ 399,000	\$ 28,630	\$ 158,196	39.65%
02-5-03-50017	Benefits-Disability Insurance	\$ 14,900	\$ 1,296	\$ 6,264	42.04%
02-5-03-50019	Benefits-Workers Compensation	\$ 44,500	\$ -	\$ 3,966	8.91%
02-5-03-50021	Benefits-PERS	\$ 45,000	\$ 3,398	\$ 13,439	29.86%
02-5-03-50022	Benefits-PERS Employer	\$ 102,000	\$ 5,933	\$ 29,110	28.54%
02-5-03-50023	Benefits-Uniforms	\$ 7,500	\$ 475	\$ 3,308	44.10%
02-5-03-50024	Benefits-Vacation & Sick Pay	\$ 4,000	\$ 147	\$ 1,330	33.24%
02-5-03-50025	Benefits-Boot Allowance	\$ 4,750	\$ -	\$ 399	8.39%
02-5-03-51001	R & M -Vehicles & Equipment	\$ 230,000	\$ 12,477	\$ 125,879	54.73%
02-5-03-51011	R&M - Valves	\$ 10,000	\$ -	\$ 1,522	15.22%
02-5-03-51020	R&M - Pipelines	\$ 225,000	\$ 6,769	\$ 54,186	24.08%
02-5-03-51021	R&M - Service Lines	\$ 175,000	\$ 2,118	\$ 19,194	10.97%
02-5-03-51022	R&M - Fire Hydrants	\$ 40,000	\$ 6,764	\$ 9,928	24.82%
02-5-03-51030	R&M - Water Meters	\$ 75,000	\$ 2,924	\$ 31,643	42.19%
02-5-03-51031	Fire Flow Testing	\$ 28,259	\$ -	\$ 8,541	30.22%
02-5-03-51092	Equipment Credits	\$ -	\$ -	\$ (2,297)	
02-5-03-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 293	29.28%
	<b>PUBLIC WORKS TOTALS</b>	<b>\$ 3,044,488</b>	<b>\$ 177,330</b>	<b>\$ 940,360</b>	<b>30.89%</b>

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
02-5-06-50010	Labor-Administration	\$ 792,038	\$ 47,325	\$ 236,966	29.92%
02-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-06-50012	Director Fees	\$ 22,500	\$ 2,183	\$ 9,032	40.14%
02-5-06-50013	Benefits-Fica	\$ 62,000	\$ 3,922	\$ 19,746	31.85%
02-5-06-50014	Benefits-Life Insurance	\$ 3,740	\$ 134	\$ 590	15.78%
02-5-06-50016	Benefits-Health\Defrd Comp	\$ 154,600	\$ 18,196	\$ 90,264	58.39%
02-5-06-50017	Benefits-Disability Insurance	\$ 7,300	\$ 560	\$ 3,229	44.23%
02-5-06-50019	Benefits-Workers Compensation	\$ 21,900	\$ -	\$ 1,528	6.98%
02-5-06-50021	Benefits-PERS	\$ 56,700	\$ 2,663	\$ 12,933	22.81%
02-5-06-50022	Benefits PERS Employer	\$ 118,200	\$ 3,508	\$ 18,203	15.40%
02-5-06-50023	Uniforms	\$ 2,800	\$ 213	\$ 633	22.62%
02-5-06-50024	Benefits-Vacation & Sick Pay	\$ 8,000	\$ 256	\$ 1,638	20.48%
02-5-06-50025	Benefits-Boots	\$ 1,840	\$ 150	\$ 501	27.22%
02-5-06-51003	R&M - Structures	\$ 45,000	\$ 13,241	\$ 51,537	114.53%
02-5-06-51091	Expense Credits (overhead)	\$ -	\$ -	\$ (1,884)	
02-5-06-51120	Safety Equipment/Supplies	\$ 25,000	\$ 1,802	\$ 12,497	49.99%
02-5-06-51125	Petroleum Products	\$ 100,000	\$ 5,946	\$ 44,966	44.97%
02-5-06-51130	Office Supplies & Expenses	\$ 30,000	\$ 1,095	\$ 7,309	24.36%
02-5-06-51140	General Supplies & Expenses	\$ 35,000	\$ 2,455	\$ 20,163	57.61%
02-5-06-51199	Disaster Incidences	\$ -	\$ -	\$ -	
02-5-06-51211	Utilities - Electricity	\$ 30,000	\$ 2,154	\$ 15,291	50.97%
02-5-06-51213	Utilities - Natural Gas	\$ 3,000	\$ -	\$ 63	2.09%
02-5-06-54002	Dues & Subscriptions	\$ 16,500	\$ 4,673	\$ 7,340	44.48%
02-5-06-54005	Computer Expenses	\$ 100,000	\$ 14,094	\$ 63,584	63.58%
02-5-06-54010	Postage	\$ 3,500	\$ 102	\$ 2,207	63.07%
02-5-06-54012	Education & Training	\$ 15,000	\$ 418	\$ 4,121	27.47%
02-5-06-54013	Utility Billing Expenses	\$ 180,000	\$ 7,835	\$ 65,434	36.35%
02-5-06-54014	Public Relations	\$ 50,000	\$ -	\$ 1,031	2.06%
02-5-06-54016	Travel Related Expenses	\$ 10,000	\$ 1,933	\$ 8,362	83.62%
02-5-06-54017	Certifications & Renewals	\$ 7,000	\$ 940	\$ 3,836	54.79%
02-5-06-54020	Meeting Related Expenses	\$ 6,000	\$ 680	\$ 2,562	42.70%
02-5-06-54022	Utilities - YVWD Services	\$ 50,000	\$ -	\$ 26,092	52.18%
02-5-06-54024	Utilities - Waste Disposal	\$ 2,500	\$ -	\$ 909	36.38%
02-5-06-54025	Utilities - Telephone & Internet	\$ 45,000	\$ 1,804	\$ 15,655	34.79%
02-5-06-54099	Conservation & Rebates	\$ 10,000	\$ -	\$ 421	
02-5-06-54104	Contractual Services	\$ 80,000	\$ 3,626	\$ 43,447	54.31%
02-5-06-54107	Legal	\$ 40,000	\$ -	\$ 19,546	48.87%
02-5-06-54108	Audit & Accounting	\$ 16,000	\$ -	\$ 8,775	54.84%
02-5-06-54109	Professional Fees	\$ 165,000	\$ 2,500	\$ 61,665	37.37%
02-5-06-55500	Depreciation Reserves	\$ 200,000	\$ 16,667	\$ 83,333	41.67%
	Infrastructure Replacement	\$ 1,000,000	\$ 83,333	\$ 416,665	41.67%
02-5-06-56001	Insurance	\$ 100,000	\$ 7,872	\$ 39,543	39.54%
02-5-06-57030	Regulatory Compliance	\$ 15,000	\$ -	\$ 1,505	10.03%
02-5-06-57090	Election Related Expenses	\$ -	\$ -	\$ -	
02-5-06-57096	Beaumont Basin Watermaster	\$ 50,000	\$ -	\$ 12,923	25.85%
02-5-06-57199	Suspense	\$ -	\$ -	\$ -	
	<b>ADMINISTRATION TOTALS</b>	<b>\$ 3,681,118</b>	<b>\$ 252,280</b>	<b>\$ 1,434,160</b>	<b>38.96%</b>

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
02-5-40-57201	Debt Srv-Series 2015A Princ.(2500	\$ 1,065,000	\$ -	\$ 1,065,000	100.00%
02-5-40-57402	Interest-Long-Term Debt Bonds	\$ 1,230,665	\$ -	\$ 625,106	50.79%
	<b>40 - Debt</b>	<b>\$ 2,295,665</b>	<b>\$ -</b>	<b>\$ 1,690,106</b>	<b>73.62%</b>
02-5-40-57001	Asset Acq, - Water Resources	\$ -	\$ -	\$ -	--
02-5-40-57003	Asset Acq, - Public works	\$ -	\$ -	\$ -	--
02-5-40-57006	Asset Acq. - Admin (fuel master)	\$ -	\$ -	\$ -	--
	<b>40 - Capital Outlay</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>--</b>
				\$ 6,400,990	
	<b>TOTAL WATER EXPENSES</b>	<b>\$ 13,924,171</b>	<b>\$ 729,148</b>	<b>\$ 6,400,990</b>	<b>45.97%</b>

FY 2017-18 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
03-5-02-50010	Labor-S Treatment	\$ 878,548	\$ 70,883	\$ 331,630	37.75%
03-5-02-50013	Benefits-Fica	\$ 62,000	\$ 5,728	\$ 26,848	43.30%
03-5-02-50014	Benefits-Life Insurance	\$ 3,680	\$ 131	\$ 661	17.97%
03-5-02-50016	Benefits-Health\Defrd Comp	\$ 155,600	\$ 15,927	\$ 77,917	50.08%
03-5-02-50017	Benefits-Disability Insurance	\$ 7,300	\$ 866	\$ 4,399	60.26%
03-5-02-50019	Benefits-Workers Compensation	\$ 21,900	\$ -	\$ 3,966	18.11%
03-5-02-50021	Benefits-PERS	\$ 53,000	\$ 3,580	\$ 17,772	33.53%
03-5-02-50022	Benefits-PERS Employer	\$ 92,375	\$ 4,363	\$ 22,232	24.07%
03-5-02-50023	Benefits-Uniforms	\$ 2,800	\$ 270	\$ 1,451	51.83%
03-5-02-50024	Benefits-Vacation & Sick Pay	\$ 5,000	\$ 461	\$ 1,942	38.83%
03-5-02-50025	Benefits-Boot Allowance	\$ 1,840	\$ -	\$ 1,120	60.88%
03-5-02-51003	R&M - Structures	\$ 275,000	\$ 19,047	\$ 220,809	80.29%
03-5-02-51010	R&M - Automation Control	\$ 80,000	\$ 4,714	\$ 20,027	25.03%
03-5-02-51106	Chemicals	\$ 500,000	\$ 29,423	\$ 227,309	45.46%
03-5-02-51111	Propane	\$ 10,000	\$ -	\$ -	0.00%
03-5-02-51115	Laboratory Supplies	\$ 30,000	\$ 1,121	\$ 11,259	37.53%
03-5-02-51140	General Supplies & Expenses	\$ 2,000	\$ -	\$ 39	1.96%
03-5-02-51210	Utilities - Power Purchases	\$ 800,000	\$ 61,710	\$ 362,727	45.34%
03-5-02-54110	Laboratory Services	\$ 100,000	\$ 394	\$ 33,597	33.60%
03-5-02-57031	Sludge Disposal	\$ 250,000	\$ -	\$ 88,605	35.44%
03-5-02-57034	Brine Operating Expenses	\$ 300,000	\$ 1,262	\$ 91,632	30.54%
	<b>TREATMENT TOTALS</b>	<b>\$ 3,631,043</b>	<b>\$ 219,881</b>	<b>\$ 1,545,943</b>	<b>42.58%</b>
03-5-06-50010	Labor-Administration	\$ 707,579	\$ 38,338	\$ 194,342	27.47%
03-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
03-5-06-50012	Directors Fees	\$ 22,500	\$ 2,183	\$ 9,032	40.14%
03-5-06-50013	Benefits-Fica	\$ 54,200	\$ 3,189	\$ 16,221	29.93%
03-5-06-50014	Benefits-Life Insurance	\$ 3,500	\$ 116	\$ 571	16.31%
03-5-06-50016	Benefits-Health\Defrd Comp	\$ 144,700	\$ 15,794	\$ 80,419	55.58%
03-5-06-50017	Benefits-Disability Insurance	\$ 6,400	\$ 475	\$ 2,749	42.95%
03-5-06-50019	Benefits-Workers Compensation	\$ 19,100	\$ -	\$ 1,528	8.00%
03-5-06-50021	Benefits-PERS	\$ 49,600	\$ 2,166	\$ 10,782	21.74%
03-5-06-50022	Benefits PERS Employer	\$ 103,300	\$ 2,904	\$ 15,135	14.65%
03-5-06-50023	Benefits-Uniforms	\$ 2,564	\$ 58	\$ 339	13.23%
03-5-06-50024	Benefits-Vacation & Sick Pay	\$ 10,000	\$ 256	\$ 1,638	16.38%
03-5-06-50025	Benefits-Boot Allowance	\$ 1,710	\$ -	\$ -	0.00%
03-5-06-51120	Safety Equipment/Supplies	\$ 10,000	\$ 887	\$ 2,329	23.29%
03-5-06-51125	Petroleum Products	\$ 20,000	\$ 1,200	\$ 6,848	34.24%
03-5-06-51130	Office Supplies	\$ 4,000	\$ 996	\$ 1,567	39.19%
03-5-06-51140	General Supplies & Expenses	\$ 25,000	\$ -	\$ 6,576	26.30%
03-5-06-51199	Disaster Repairs	\$ -	\$ -	\$ -	
03-5-06-54002	Dues & Subscriptions	\$ 10,000	\$ 4,171	\$ 5,378	53.78%
03-5-06-54003	Management & Admin Services	\$ 189,000	\$ 15,750	\$ 78,750	41.67%
03-5-06-54005	Computer Expenses	\$ 100,000	\$ 13,372	\$ 59,905	59.91%
03-5-06-54012	Education & Training	\$ 9,000	\$ 468	\$ 2,912	32.36%
03-5-06-54014	Public Relations	\$ 50,000	\$ -	\$ 215	0.43%
03-5-06-54016	Travel Related Expenses	\$ 7,000	\$ 1,529	\$ 8,895	127.07%
03-5-06-54017	Certifications & Renewals	\$ 7,500	\$ 170	\$ 1,533	20.43%
03-5-06-54019	Licenses & Permits	\$ 62,500	\$ -	\$ 16,787	26.86%
03-5-06-54020	Meeting Related Expenses	\$ 5,000	\$ 459	\$ 1,887	37.73%
03-5-06-54022	Utilities - YVWD Services	\$ 2,000	\$ -	\$ 509	25.46%

FY 2017-18 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
03-5-06-54024	Utilities - Waste Disposal	\$ 13,000	\$ -	\$ 5,608	43.14%
03-5-06-54025	Utilities - Telephone & Internet	\$ 30,000	\$ 4,386	\$ 21,968	73.23%
03-5-06-54030	Drinking Water	\$ 1,000	\$ -	\$ 527	52.73%
03-5-06-54104	Contractual Services	\$ 70,000	\$ 968	\$ 17,076	24.39%
03-5-06-54107	Legal	\$ 45,000	\$ -	\$ 16,471	36.60%
03-5-06-54108	Audit & Accounting	\$ 16,000	\$ -	\$ 8,775	54.84%
03-5-06-54109	Professional Fees	\$ 225,000	\$ 2,500	\$ 68,429	30.41%
03-5-06-55500	Depreciation Reserves	\$ 500,000	\$ 41,667	\$ 208,333	41.67%
	Infrastructure Replacement	\$ 700,000	\$ 58,333	\$ 291,665	41.67%
03-5-06-56001	Insurance	\$ 100,000	\$ 7,872	\$ 39,359	39.36%
03-5-06-57030	Regulatory Compliance	\$ 50,000	\$ -	\$ 22,417	44.83%
	<b>ADMINISTRATION TOTALS</b>	<b>\$ 3,376,153</b>	<b>\$ 220,207</b>	<b>\$ 1,227,476</b>	<b>36.36%</b>
03-5-07-50010	Labor-Enviromental Control	\$ 524,161	\$ 31,420	\$ 166,162	31.70%
03-5-07-50011	Labor Credit	\$ -	\$ -	\$ -	
03-5-07-50013	Benefits-Fica	\$ 43,302	\$ 2,436	\$ 13,055	30.15%
03-5-07-50014	Benefits-Life Insurance	\$ 3,200	\$ 72	\$ 303	9.46%
03-5-07-50016	Benefits-Health\Defrd Comp	\$ 134,400	\$ 9,076	\$ 37,142	27.64%
03-5-07-50017	Benefits-Disability Insurance	\$ 5,100	\$ 401	\$ 2,040	40.01%
03-5-07-50019	Benefits-Workers Compensation	\$ 15,300	\$ -	\$ 2,028	13.26%
03-5-07-50021	Benefits-PERS	\$ 25,000	\$ 1,014	\$ 6,476	25.91%
03-5-07-50022	Benefits-PERS Employer	\$ 40,000	\$ 1,743	\$ 10,753	26.88%
03-5-07-50023	Benefits-Uniforms	\$ 2,400	\$ 167	\$ 800	33.31%
03-5-07-50024	Benefits-Vacation & Sick Pay	\$ 2,000	\$ 220	\$ 1,211	60.55%
03-5-07-50025	Benefits-Boot Allowance	\$ 1,600	\$ -	\$ 144	9.00%
03-5-07-51003	R&M - Structures	\$ 225,000	\$ 4,631	\$ 97,805	43.47%
03-5-07-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 710	70.95%
03-5-07-51241	Lift Station #1	\$ 70,000	\$ 3,352	\$ 22,083	31.55%
03-5-07-51242	Lift Station #2	\$ 30,000	\$ 749	\$ 5,259	17.53%
03-5-07-51243	Lift Station #3	\$ 15,000	\$ 218	\$ 2,035	13.57%
03-5-07-51244	Lift Station #4	\$ 50,000	\$ 776	\$ 3,952	7.90%
03-5-07-51248	Lift Station #8	\$ 3,000	\$ 75	\$ 1,211	40.36%
03-5-07-54111	Pretreatment	\$ 66,000	\$ 5,658	\$ 22,396	33.93%
	<b>ENVIRONMENTAL CONTROL TOTAL</b>	<b>\$ 1,256,463</b>	<b>\$ 62,007</b>	<b>\$ 395,565</b>	<b>31.48%</b>
03-5-40-57202	Debt Service - Principal - WRWRF	\$ 2,199,524	\$ -	\$ 2,199,524	100.00%
03-5-40-57203	Debt Service - Principal - Brineline	\$ 423,936	\$ -	\$ -	0.00%
03-5-40-57204	Debt Service - Principal - WISE	\$ 130,782	\$ -	\$ -	0.00%
03-5-40-57205	Debt Service - Principal - R 10.3	\$ 38,318	\$ -	\$ -	0.00%
03-5-40-57206	Debt Service - Principal - Crow & B12-1	\$ 15,014	\$ -	\$ -	0.00%
03-5-40-57403	Debt Service - Interest	\$ 1,061,707	\$ -	\$ 724,145	68.21%
	<b>40 - Debt</b>	<b>\$ 3,869,281</b>	<b>\$ -</b>	<b>\$ 2,923,669</b>	<b>75.56%</b>
03-5-40-57002	Asset Acq. - Treatment	\$ -	\$ -	\$ -	
03-5-40-57006	Asset Acq. - Admin (fuel master)	\$ -	\$ -	\$ -	
03-5-40-57007	Asset Acq. - EC (ADS flow monitors & smart covers)	\$ -	\$ -	\$ -	
	<b>40 - Capital Outlay</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
				\$ 6,092,652	
	<b>TOTAL SEWER EXPENSES</b>	<b>\$ 12,132,940</b>	<b>\$ 502,095</b>	<b>\$ 6,092,652</b>	<b>50.22%</b>

FY 2017-18 Recycled Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '17	Year to Date	%
04-5-06-50010	Labor-Recycled Water	\$ 343,507	\$ 31,916	\$ 146,407	42.62%
04-5-06-50012	Director Fees	\$ 5,000	\$ -	\$ -	0.00%
04-5-06-50013	Benefits-FICA	\$ 20,000	\$ 2,476	\$ 11,577	57.88%
04-5-06-50014	Benefits-Life Insurance	\$ 1,820	\$ 70	\$ 211	11.59%
04-5-06-50016	Benefits-Health & Def Comp	\$ 30,000	\$ 9,600	\$ 28,797	95.99%
04-5-06-50017	Benefits-Disability Insurance	\$ 3,300	\$ 393	\$ 1,743	52.81%
04-5-06-50019	Benefits-Workers Compensation	\$ 4,000	\$ -	\$ 725	18.13%
04-5-06-50021	Benefits-PERS Employee	\$ 11,000	\$ 1,509	\$ 6,218	56.52%
04-5-06-50022	Benefits-PERS Employer	\$ 18,243	\$ 2,186	\$ 10,037	55.02%
04-5-06-50023	Benefits-Uniforms	\$ 1,365	\$ 50	\$ 244	17.86%
04-5-06-50024	Benefits-Vacation & Sick Pay	\$ 500	\$ 21	\$ 173	34.69%
04-5-06-50025	Benefits-Boots	\$ 910	\$ -	\$ 200	21.98%
04-5-06-51003	R & M-Structures	\$ 25,000	\$ 122	\$ 971	3.88%
04-5-06-51011	R & M-Valves	\$ 5,000	\$ -	\$ -	0.00%
04-5-06-51020	R & M-Pipelines	\$ 5,000	\$ -	\$ 47	0.93%
04-5-06-51021	R & M-Service Lines	\$ 15,000	\$ -	\$ 1,024	6.83%
04-5-06-51022	R & M-Fire Hydrants	\$ 1,000	\$ -	\$ -	0.00%
04-5-06-51030	R & M-Meters/Backflows	\$ 9,000	\$ -	\$ 2,751	30.57%
04-5-06-51140	General Supplies & Expenses	\$ 2,500	\$ -	\$ 2,894	115.77%
04-5-06-51210	Utilities-Power Purchasess	\$ 85,000	\$ 7,099	\$ 35,293	41.52%
04-5-06-54002	Dues & Subscriptions	\$ 4,000	\$ -	\$ 56	1.39%
04-5-06-54005	Computer Expense	\$ 9,000	\$ 1,885	\$ 6,779	75.33%
04-5-06-54012	Education & Training	\$ 4,000	\$ 115	\$ 3,750	93.75%
04-5-06-54014	Public Relations	\$ 2,000	\$ -	\$ 868	43.38%
04-5-06-54016	Travel Related Expenses	\$ 2,500	\$ 600	\$ 3,066	122.64%
04-5-06-54017	Certifications & Renewals	\$ 500	\$ -	\$ -	0.00%
04-5-06-54019	Licenses & Permits	\$ 20,000	\$ -	\$ -	0.00%
04-5-06-54020	Meeting Related Expenses	\$ 1,000	\$ 123	\$ 362	36.19%
04-5-06-54022	Utilities - YVWD Services	\$ 25,000	\$ -	\$ 13,399	53.60%
04-5-06-54025	Utilities - Telephone & Internet	\$ 1,500	\$ -	\$ 583	38.85%
04-5-06-54010	Contractural Services	\$ 8,400	\$ 52	\$ 2,162	25.73%
04-5-06-54107	Legal	\$ 1,250	\$ -	\$ -	0.00%
04-5-06-54108	Audit & Accounting	\$ 2,500	\$ -	\$ 1,950	78.00%
04-5-06-54109	Professional Fees	\$ 40,000	\$ -	\$ 24,199	60.50%
04-5-06-54110	Laboratory Services	\$ -	\$ -	\$ -	
04-5-06-55500	Depreciation	\$ 8,000	\$ 665	\$ 3,345	41.81%
	Infrastructure Replacement	\$ 25,000	\$ 2,083	\$ 10,415	41.66%
04-5-06-56001	Insurance	\$ 20,000	\$ 1,749	\$ 8,746	43.73%
04-5-06-57030	Regulatory Compliance	\$ 40,000	\$ 646	\$ 11,634	29.08%
04-5-06-57040	Environmental Compliance	\$ 9,000	\$ -	\$ -	0.00%
				\$ 340,625	
	<b>TOTAL RECYCLED EXPENSES</b>	<b>\$ 810,795</b>	<b>\$ 63,359</b>	<b>\$ 340,625</b>	<b>42.01%</b>





## Director Memorandum 17-112

**Date:** December 19, 2017

**Prepared By:** Jennifer Ares, Water Resource Manager

**Subject:** Consideration of Participating in the 2018 Regional Water Conservation Campaign with the San Bernardino Valley Municipal Water District

**Recommendation:** That the Board authorizes the District staff to participate in the 2018 Water Conservation Campaign for a sum not to exceed \$22,400.

Yucaipa Valley Water District currently participates in the Regional Coordinated Public Outreach Program which disseminates drought and water conservation information through a campaign previously known as iEfficient. [Director Memorandum No. 14-044]

The Basin Technical Advisory Water Conservation Committee requested proposals from consultants and selected a new outreach firm to lead the creative process for the water conservation campaign. ETA has been chosen to prepare water conservation material to be reviewed by each agency's Board of Directors and staff.

### Financial Consideration

The District's portion of the conservation outreach campaign will be \$22,391. Funding for this project is from the Water Fund, Administrative Service Department, [GL Account # 02-5-06-54099].

Retail Agency – Cost Sharing	Population	% Population	Equal (50%)	Proportioned by Population (50%)	Subtotal	Unspent Funds (2016-17)	TOTAL DUE
East Valley Water District	97,318	17%	\$14,361	\$19,531	\$33,892	\$3,187	<b>\$30,705</b>
City of Loma Linda	12,206	2%	\$14,361	\$2,298	\$16,659	\$1,559	<b>\$15,100</b>
City of Redlands	77,852	14%	\$14,361	\$16,084	\$30,445	\$2,815	<b>\$27,630</b>
City of Rialto	48,623	8%	\$14,361	\$9,191	\$23,552	\$2,256	<b>\$21,296</b>
Riverside Highland Water Company	16,000	3%	\$14,361	\$3,447	\$17,808	\$1,632	<b>\$16,176</b>
City of San Bernardino	204,366	35%	\$14,361	\$40,211	\$54,572	\$5,236	<b>\$49,336</b>
West Valley Water District	68,179	12%	\$14,361	\$13,786	\$28,147	\$0	<b>\$28,147</b>
Yucaipa Valley Water District	51,458	9%	\$14,361	\$10,340	\$24,701	\$2,310	<b>\$22,391</b>
<b>Retail Agency Totals</b>	576,002	100%	\$114,888	\$114,888	\$229,776	\$18,995	<b>\$210,781</b>
San Bernardino Valley Municipal Water District Portion							<b>\$214,486</b>
San Bernardino Water Conservation District Portion							<b>\$8,574</b>
<b>Water Conservation Campaign Total</b>							<b>\$433,841</b>

defend  
the  
drop

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Public Outreach Program

Presented by:  
**AGENCY:ETA**



Public Outreach Campaign

## BRANDING/NAME CHANGE

After ETA was contracted, we conducted a kickoff meeting with the participating agencies of the iEfficient campaign. As we discussed goals, objectives and how success will be measured, we were drawn back to the name of the campaign and possible problems it presented in the marketplace. While the term “efficient” is used internally and by those in the industry, it is likely not a term that is easily relatable to your target audience. “Conversation” and “Being Efficient” do not explain the need to save water and do not encourage action. Another issue was the fact that iEfficient automatically corrects to inefficient so we were seeing numerous instances of users spelling it incorrectly. Lastly, our concern also revolved around the hashtag “End Water Waste” since it tells people that they are wasting water. Research shows that people do not think they are actually “wasting” water, but instead need to be positively encouraged in water saving habits.

These findings led to a collective decision from the participating water agencies to explore other name options for the campaign that would allow customers to relate to the campaign. The name that was chosen with unanimous approval was “Defend the Drop”. The campaign’s naming mission is as follows:

*Let's take a moment to think about water. Sure, it's made up of tiny drops. But every drop matters.*

*Now, let's think about the fact that we SHARE this water supply. It's important to us — so it's WORTH protecting.*

*But let's not just THINK about protecting it. Let's actually DO it. Hey, that's easy enough, right? Just use a little less.*

*And let's make a pact to KEEP ON doing this. Until each of us saves a few drops of water EVERY DAY.*

*And let's make THIS our rally cry: Defend the Drop!*

*Let's make our “save the water supply”-plan BIGGER than just you and me. Let's get our ENTIRE COMMUNITY involved.*

*And let's never forget how IMPORTANT water is to ALL of us. If we ALL work together to defend our precious drops, we can keep our water supply going strong FOREVER.*

*So, let's do it!*

AGENCY:ETA

Public Outreach Campaign

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## MEDIA RECOMMENDATION

### Planning Parameter/Objectives

The planning parameter that was used to develop the following media plan is to develop a media recommendation that educates and informs San Bernardino customers of the need to reduce water usage and continue to fight the ongoing “drought fatigue” throughout California. The markets covered in the campaign are focused on the 10 participating water agencies:

1. San Bernardino Valley Municipal Water District
2. San Bernardino Valley Water Conservation District
3. City of San Bernardino Municipal Water Department
4. West Valley Water District
5. Riverside Highland Water Company
6. City of Loma Linda
7. East Valley Water District
8. Rialto Utility Authority
9. Yucaipa Valley Water District
10. City of Redlands

The objective for the campaign is to educate customers in the Valley District service area (retail and business) on developing habits to reduce water usage for long term conservation. Our strategy is to generate brand recognition through broad awareness; achieve audience engagement through targeted media; and affect user behavior through continuous messaging.

The messages of the campaign will focus on the communication goals outlined in the request for proposal:

- Support the statewide theme of “Making Conservation a Way of Life”.
- Educate the public that more water is used outdoors than indoors.
- Inform customers about rebates for water conservation products.
- Rebrand and generate awareness for the new campaign name “Defend the Drop”.

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**AGENCY:ETA**



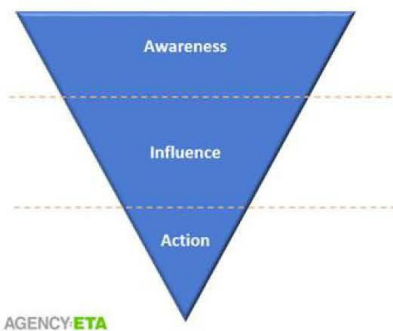
Public Outreach Campaign

## MEDIA RECOMMENDATION (cont.)

### Target Audience

When considering the target audience for the campaign and the budget size, the most effective method is to find out the target segment that can generate the most change. In this instance, the 18-49 age group make up 46% of the overall San Bernardino market. They are heavy users of smart devices and concerned with sustainability issues. While this doesn't mean other target groups won't be reached through the campaign, this segment will be the "sweet spot" and the area where we will see the most results. We also wanted to consider the heavy commuter market with over 45% spending at least 30 minutes on the road so tactics to reach these customers during their daily commute will be highly beneficial. In addition, San Bernardino has a Hispanic population of almost 50% so we included strategies to reach this group in our media recommendation plans.

## MEDIA APPROACH



### Awareness

In order to effectively target customers, we broke the approach down into three levels to reach audiences at various touchpoints to promote change and encourage action. At the top of the funnel is awareness. Awareness supports the statewide theme of "Making Conservation a Way of Life" and also generates awareness for the new campaign name. Awareness allows customers to realize there is a problem that needs to be solved through a large-scale mass media format. It aims to educate the market on the brand message. Our recommended media tactics for the awareness builders are billboards, bus tails, gas station TV, in-theater ads and public access television as they are high reach mediums that allow us to target the general market.

**AGENCY:ETA**

Public Outreach Campaign

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**MEDIA APPROACH (cont.)****• Out-of-Home**

Billboard and transit advertising, when strategically placed, will be seen by a greater number of people than other traditional mediums. San Bernardino is a commuter market and drivers are often taking the same routes every day, increasing frequency and higher recall. We have chosen two freeway billboards that are on located busy travelled freeways, and super bus tails where the ad placement is located on the back of buses and travel through key neighborhoods where billboards are limited.

**• Gas Station TV**

Gas station TV will show a four-minute video loop, which is the average time it takes to fill up a tank of gas. The campaign video will play on the gas pump digital screen between content that includes current events, weather, trivia, sports and entertainment news. This medium is recommended for its ability to deliver to a captive audience, targeting drivers who are over the age of 16 and, on average, fill up 3-4 times per month (potentially more for the San Bernardino commuter market). The medium is measured by live impressions, which means an impression is counted only when a transaction is active, so you won't be paying for any idle impressions, minimizing waste and making the ad dollars work harder. The plan includes 48 gas stations and 519 screens located in the participating agencies' service area.

**• In-Theater Ads**

Local cinema advertising gives impact to the campaign message by running a 15 second branded video on the big screen during the movie pre-show. The ad will appear after the first POD, where 75% of attendees are seated and is the closest ad placement for a regional advertiser to the start of the movie. In-theater ads are recommended as it provides flexibility to run in selected movie theaters, delivering in a clutter free environment and with a captivated audience away from multi-tasking, channel surfing or fast-forwarding TV commercials. Cinema advertising has 2-3 times greater recall than TV, which is one of the highest recall levels compared to other traditional advertising media outlets.

**• Public Access TV**

Public Access TV is a no-cost advertising solution providing space for public service announcements on local and affiliates TV stations. We will repurpose and run the in-theater 15 second video on public access TV, increasing reach within the San Bernardino area.

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**AGENCY:ETA**



Public Outreach Campaign

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## **MEDIA APPROACH (cont.)**

- **Direct Response**

Direct Response is a means to increase campaign exposure by leveraging each agency's existing marketing efforts and their customer database. Bill stuffers, newsletters, magazines ads and such will help add value to the campaign by educating and promoting the audience.

## **Influence & Action**

To support the mid-to-lower funnel approach, media was selected for their ability to target by location, behavioral web patterns and demographic information to influence change and encourage action. This section of the funnel will allow us to communicate more specific messaging, such as available rebates, educating customers that more water is used outdoors than indoors, and providing various ways to reduce water usage. Online media will drive traffic to DefendtheDrop.com, providing learnings for customers and analytics will allow ETA to optimize the campaign to get the highest return on investment. ETA will be creating and running interactive video, streaming radio, display ads, paid search and social media across various platforms.

- **Pandora Streaming Radio**

Pandora is a radio streaming service where 80% of listeners are listening through their mobile phone app. Mobile display banners and 30 second audio messages will be served when the users interact with the app, such as changing a song or selecting a new station. This ensures the messages will be delivered when the listener is most attentive and engaged.

- **True X Interactive Video**

True X promotes brand engagements through mobile interactive video. Viewers have the option to enjoy a commercial free experience by opting-in to interact with the branded content (i.e. watch video, take a survey, etc.) or continue to watch their TV program with the standard commercial breaks. Participating networks include, but are not limited to, ABC, FOX and Hulu. Viewers must spend a minimum of 30 seconds with the branded content, ensuring viewer engagement or the advertiser will not be charged for the media. In addition, we can survey the viewers after they have watched the 15 second video, asking questions, such as do you live in an apartment or house, is more water used indoors or outdoors, etc. We'll be able to monitor the campaign performance and develop learnings based on the viewers response to the questions.

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**AGENCY:ETA**

Public Outreach Campaign

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### **Influence & Action (cont.)**

- **GumGum**

GumGum technology will reach users through keyword targeting. It will identify the images and keywords from news articles that align with our selected categories and topics, such as water Conservation, Home & Garden, Health and Wellness, and serves the user a display ad. The brand message will appear in-image where the ad is displayed within the editorial photos or in-screen where the brand message will remain at the bottom of their desktop or mobile screen as the user scrolls through the article. The brand message will have higher visibility and recall when compared to standard banner ads.

- **Social Media**

Social Media will be beneficial in influencing change by staying top of mind. This platform provides an opportunity to create branded content that can be published and shared across multiple social media channels, minimizing waste and reaching a more targeted audience by using real user data, such as age, geographic location and behavioral patterns. It is a cost effective medium, provides flexibility to distribute content, opportunities for client/customer interaction and delivers across all devices.

- **Google Paid Search**

Paid Search means you are advertising within the sponsored listing of the Google search engine. This involves keywords bidding and ad placement based on the user keyword inquire, for example, water conservation, saving water, going green, environmentally-friendly lawn, etc. This tactic increases visibility by being the top advertisers for the search terms and driving traffic to the website.

### **MEDIA ACTIVITIES**

We have scheduled the campaign to start mid-February with the core media running for approximately four months leading up to the end of the fiscal year. We have the interactive video, social and paid search running a bit longer to keep media awareness present before recommending continuing the campaign mid-September onwards. Direct response or public access TV are not included on the media flowchart as this is will vary by participating agencies' involvement. A survey will be scheduled and conducted at the end of the core media run to measure the success of the campaign.

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**AGENCY:ETA**



**Date:** December 19, 2017

**Prepared By:** Joseph Zoba, General Manager

**Subject:** Consideration of a Development Agreement with Nassif Gobrial for Property Located at 12278 5<sup>th</sup> Street, Yucaipa

**Recommendation:** That the Board authorizes the Board President to Execute the development agreement.

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The District staff has received a request from Nassif Gobrial for the installation of a second water meter and sewer service to property located at 12278 5<sup>th</sup> Street, Yucaipa.



The attached agreement has been prepared pursuant to the property owners request.

**YVWD AGREEMENT NO. 2017-\_\_\_**

**AGREEMENT TO PROVIDE WATER, AND SEWER FACILITIES AND  
SERVICE TO THE PRIVATE PARCEL 318-142-30  
SITE ADDRESS: 12278 5<sup>TH</sup> STREET, YUCAIPA, CA**

This Agreement is made and effective this 19<sup>th</sup> day of December, 2017, by and between the YUCAIPA VALLEY WATER DISTRICT, a public agency ("DISTRICT") and NASSIF GOBRIAL, ("PROPERTY OWNER"). 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

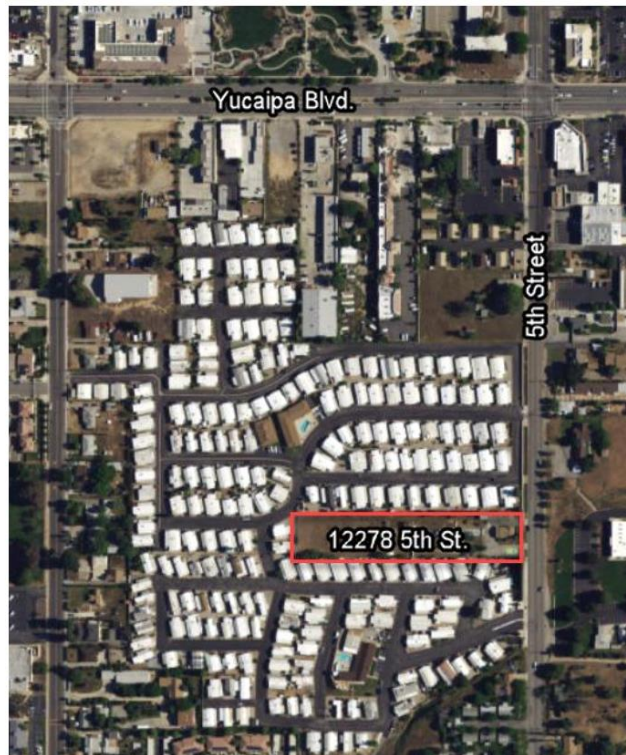
**PROPERTY OWNER:**

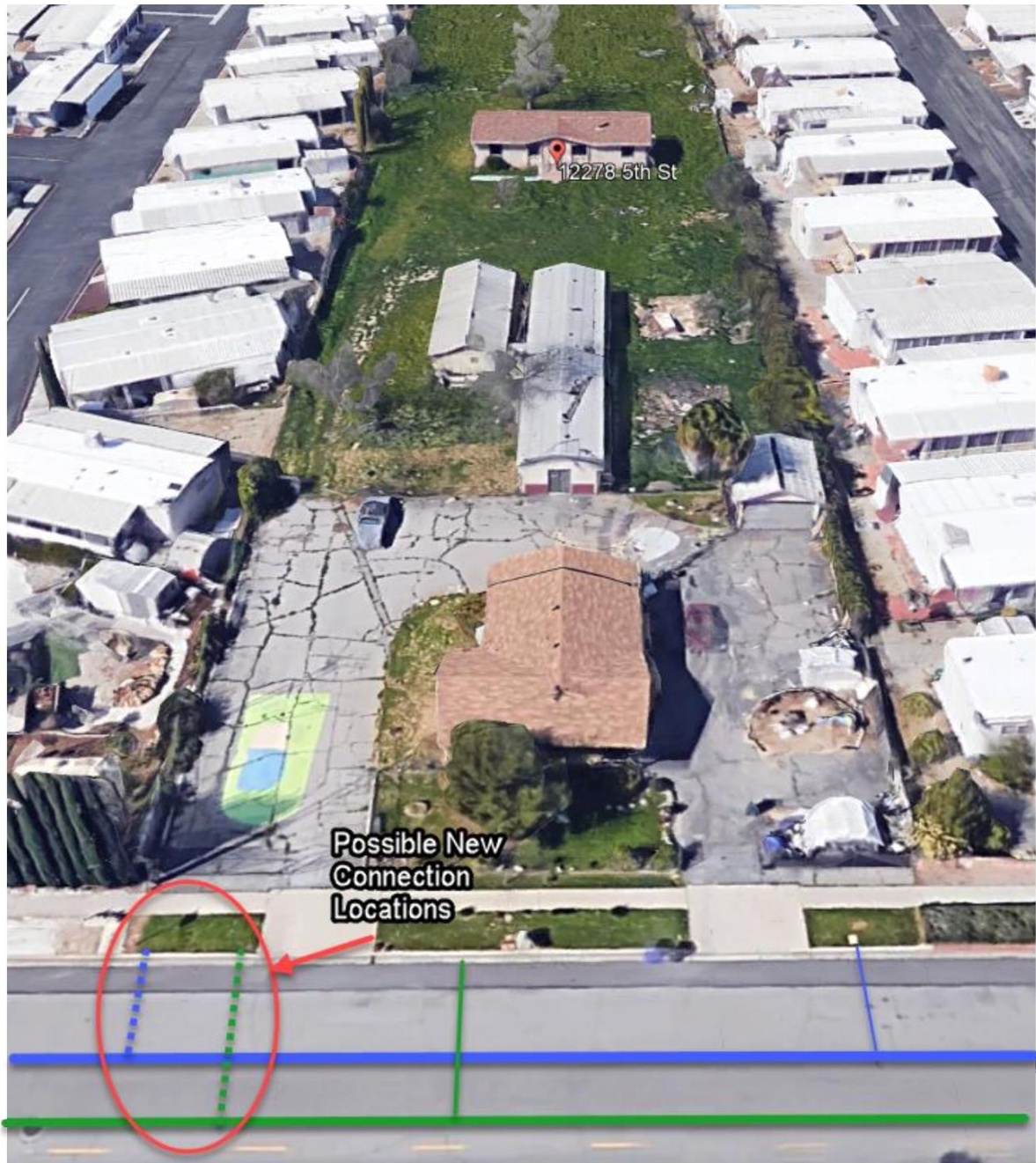
Nassif Gobrial  
  
Post Office Box 1456  
Santa Monica, California 90406  
Attn: Nassif Gobrial  
Telephone: (310) 428 7946

PROJECT OVERVIEW

This project involves the addition of one water service line and water meter, and one sewer lateral to be installed at the site address of 12278 5<sup>th</sup> Street. The property is located on 5<sup>th</sup> Street approximately 1,200 feet south of Yucaipa Boulevard in the City of Yucaipa. [See Exhibit A]

The Yucaipa Valley Water District currently provides drinking water service and sanitary sewer service to the property. The addition of a single water service and sewer lateral has been requested by the Property Owner. In Exhibit B, the possible new service connections are shown in the south-east corner of the parcel. The Property Owner will be responsible for the cost of the required inspections and installation for each service.





AGREEMENT

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

1. Fees, Charges, Costs and Expenses. The DISTRICT shall prepare an estimate for installing the requested service(s) to the parcel. The PROPERTY OWNER shall deposit funds with the District that are estimated to be sufficient to fully cover the costs of the project. Upon receipt of estimated costs, the DISTRICT will schedule the work to be completed and provide a final summary of costs to the PROPERTY OWNER. Any additional costs not included in the estimate shall be the responsibility of the PROPERTY OWNER. Any excess monies collected as a deposit shall be refunded to the PROPERTY OWNER.

2. Onsite Facilities. Any water or sewer infrastructure or connections to be constructed onsite shall be the responsibility of the PROPERTY OWNER.

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

YUCAIPA VALLEY WATER DISTRICT

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

By: \_\_\_\_\_  
Jay Bogh, President

PROPERTY OWNER

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

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name



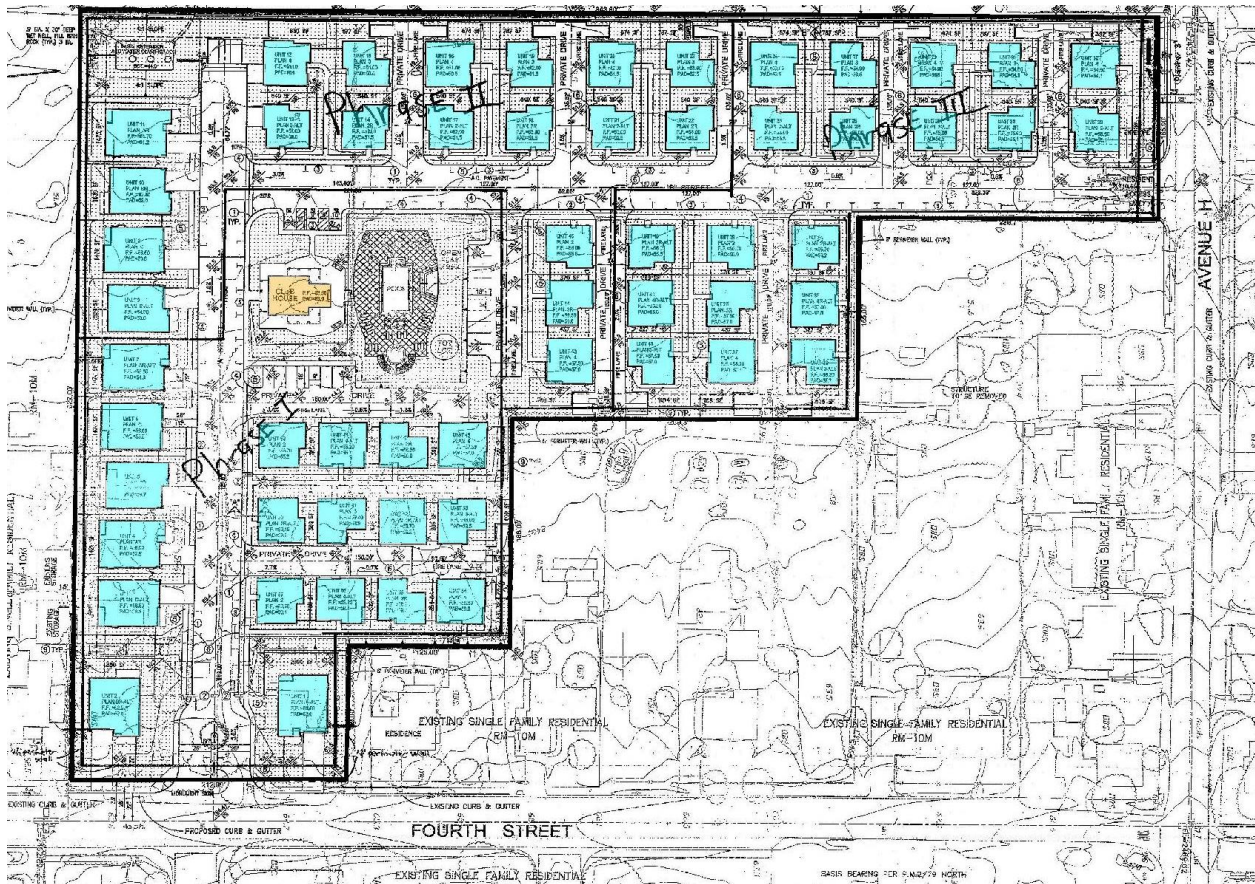
**Date:** December 19, 2017

**Prepared By:** Joseph Zoba, General Manager

**Subject:** Consideration of a Development Agreement with MBTK Homes for Sewer Service to Property Located on Avenue H, Yucaipa

**Recommendation:** That the Board authorizes the Board President to Execute the development agreement.

The District staff is working together with MBTK Homes for the development of 57 detached condominium units on 7.6 acres near Avenue H and 4<sup>th</sup> Street. The District staff is in the process of preparing a development agreement to document the terms and conditions for sewer service to this project.



**YVWD AGREEMENT NO. 2017-\_\_\_****AGREEMENT TO PROVIDE SEWER FACILITIES AND SERVICE TO THE  
PRIVATE DEVELOPMENT OF TRACT MAP 18167**

This Agreement is made and effective this 19<sup>th</sup> day of December, 2017, by and between the YUCAIPA VALLEY WATER DISTRICT, a public agency ("DISTRICT") and MBTK Homes, LLC, ("DEVELOPER"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Contact information for the parties is as follows:

**DISTRICT:**

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

**DEVELOPER:**

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

**PROJECT OVERVIEW**

This "Sewer Only" development consists of 57 Detached Condominium Units on five parcels totaling approximately 7.6 acres. The project consists of APNs 0319-233-06, 07, 11, 12 and 13 which are located south of Avenue H, west of 4<sup>th</sup> Street in the City of Yucaipa, San Bernardino County, (the "Property"). The proposed development of the Property will not include phased construction. (see "Attachment A – Project Overview Map")

The Yucaipa Valley Water District has been involved in the review process for this project and has established the following development related project files: P-65-318/Work Order 65-22398

### RECITALS

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

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

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

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

### AGREEMENT

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

#### PART A: THE FACILITIES

1. General Description.

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

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

#### PART B: DESIGN AND CONSTRUCTION

2. Licensed Professionals. All work, labor and services performed and provided in connection with (for example) the preparation of surveys and descriptions of real property and right-of-ways, the preparation of construction specifications, plans and drawings, and the construction of all Facilities, shall be performed by, or under the direction of, professionals appropriately licensed by the State of California and in good standing. In the event the DISTRICT reasonably determines after conferring with the DEVELOPER that other licensed professionals are required in order to satisfy the obligations of the DEVELOPER hereunder, the DEVELOPER shall promptly retain such professionals at its sole cost and expense.

3. Plan Acceptance; Facility Acceptance.

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

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

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

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

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

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

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

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

b. Prior to proceeding with any Facility construction, the DEVELOPER shall schedule and conduct a preconstruction conference with the DISTRICT's General Manager and the DISTRICT Engineer and/or their designees or agents. In the event the DEVELOPER fails or



refuses to conduct any such conference, the DISTRICT may refuse, in its sole discretion, to accept the Facilities constructed by the DEVELOPER.

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

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

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

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

8. DEVELOPER's Warranties. The DEVELOPER shall unconditionally guaranty, for a period of one year following the DISTRICT's Facility Acceptance thereof, any and all materials and workmanship, at the DEVELOPER's sole cost and expense. The provision of temporary water service through any of the DEVELOPER's Facilities, prior to DISTRICT's acceptance of same, shall not nullify nor diminish the DEVELOPER's warranty obligation, nor shall the DEVELOPER's warranty obligation be voided if the DISTRICT determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure continuity of water or sewer service. The DISTRICT shall notify DEVELOPER of such emergency repairs.

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

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

a. A Performance and Warranty Bond. A performance bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of any and all construction

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

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

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

#### PART C: TITLE TO FACILITIES; OPERATION

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

a. Provided that the DEVELOPER's Facilities are designed and constructed as required hereunder and the DISTRICT proposes to issue its Facility Acceptance, the DEVELOPER shall, concurrently with the DISTRICT's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the DISTRICT, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the DISTRICT. The DISTRICT may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the DISTRICT shall assume the responsibility of operating and maintaining the Facilities, subject to the DEVELOPER's warranty as provided herein. The DEVELOPER acknowledges and agrees that the DISTRICT shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions imposed by this Agreement hereunder are satisfied and title to the Facilities has been conveyed and delivered to the DISTRICT in recordable form.

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

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

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

#### PART D: FEES AND CREDITS

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

a. DEVELOPER Cash Account Deposit: The DEVELOPER shall deposit with the DISTRICT, to be held in a Cash Account administered by the DISTRICT, the sum of 10% of the construction costs as an initial deposit within 10 business days following the DISTRICT's approval of this Agreement. The DEVELOPER acknowledges and hereby agrees that the DISTRICT is authorized, from time-to-time, to reimburse itself from the funds on deposit. The District shall provide a monthly accounting of how funds were disbursed. The DEVELOPER further agrees to periodically replenish within 30 calendar days upon the date an invoice is issued by the DISTRICT, the Cash Account in order to maintain a minimum amount as specified by the DISTRICT. The DISTRICT will not release any buildings for occupancy unless there is a balance of at least \$1,000 in the Cash Account. Should any unexpended funds remain in the Cash Account upon termination of this Agreement, then such funds shall be reimbursed to the DEVELOPER within 90 days.

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

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

#### PART E: PERMITS AND DOCUMENTATION

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

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

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Labor and Materials Bond	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Soil Compaction Tests	Prior to Acceptance
Grant of Easements and Rights-of-Way	Prior to Acceptance
Warranty Bond	Prior to Acceptance and Recording
Bill of Sale	Prior to Acceptance
List of Approved Street Addresses and Assessor Parcel Numbers	Prior to Setting Meter
Notice of High/Low Water Pressure	Prior to Setting Meter
Notice of Water Pumping Facility	Prior to Construction
Mechanic's Lien Releases	Upon Request of District

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

#### PART F: INSURANCE AND INDEMNIFICATION

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

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

employees, agents or officials from any liability arising, in whole or in part, from the DISTRICT'S intentional and/or negligent acts.

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

a. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The DISTRICT and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the DISTRICT or any employee or agent of the DISTRICT. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

b. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

c. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the DISTRICT, its employees or agents.

d. The DEVELOPER and the DISTRICT further agree as follows:

i. All insurance coverage provided pursuant to this Agreement shall not prohibit the DEVELOPER, and the DEVELOPER's employees or agents, from waiving the right of subrogation prior to a loss. The DEVELOPER waives its right of subrogation against the DISTRICT.

ii. Unless otherwise approved by the DISTRICT in writing, the DEVELOPER's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.

iii. The DEVELOPER agrees to provide evidence of the insurance required herein, satisfactory to the DISTRICT, consisting of certificate(s) of insurance evidencing all of the

coverages required and an additional insured endorsement to the DEVELOPER's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. The DEVELOPER agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The DEVELOPER agrees to provide complete certified copies of policies to the DISTRICT within 10 days of the DISTRICT's request for such copies.

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

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

#### PART G: SPECIAL CONDITIONS

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

a. Potable Water Related Facilities: Since the drinking water needs for this Project will be provided by South Mesa Mutual Water Company, all drinking water conditions stated herein are not required for service to this Project.

b. Recycled Water Related Facilities: Since the recycled water is not permitted within the service area of the South Mesa Mutual Water Company, all recycled water conditions stated herein are not required for service to this Project.

c. Wastewater Related Facilities: A public sewer collection system exists within the Project limits that currently flows westerly to 5<sup>th</sup> Street through DISTRICT Easements 11-N and 11-O. A new 8-inch extra strength vitrified clay sewer lateral for sewer service shall be connected to the existing public sewer main within Easement 11-O to serve the entirety of the project site through a single lateral connection. All on-site plumbing through the Project site will be the Owners responsibility and remain as private facilities.

i. The DEVELOPER shall pay for the upgrade installation of a new "Smart Manhole Cover" to be installed at the DISTRICT Sewer Manhole Number K18-18 (shown as MH 10-122 on District sewer map A.D. 10, Sheet 17 of 20) within Easement 11-0 for monitoring the flows of the project site.

ii. The DEVELOPER has determined that this project site will remain as a single parcel development with private streets and individually owned "air spaces" for each home being constructed. As the DEVELOPER has chosen to keep all on-site sewer facilities as privately owned and maintained, the monthly fees sewer service shall be applied as an annual charge and collected with property taxes

d. Previously Constructed Facilities:

i. Assessor Parcel Numbers 0319-233-06, 12 and 13 have existing laterals fronting Avenue H and 4th Street. The DEVELOPER shall locate and properly abandon these existing laterals to the sewer main line pursuant to DISTRICT standards. All three parcels have full sewer capacity credits (3 EDU's) that will be applied towards the development impact fees of the project at the time of building permit(s).

ii. The DEVELOPER shall properly abandon the existing sewer main lines within DISTRICT A.D.-10, Easements 11-N and 11-O within Assessor Parcel Numbers 0319-233-06, 07 and 12 to DISTRICT Sewer Manhole K18-18.

The DEVELOPER shall also prepare the necessary easement vacation documents for DISTRICT review and approval prior to final signature on any structure within the development.

iii. The DEVELOPER shall protect the remainder portion of the existing sewer main southerly from Sewer Manhole K18-18 within DISTRICT A.D.-10 - Easement 11-O in place.

1. The DEVELOPER shall bring the existing DISTRICT A.D.-10 Easement 11-O up to current DISTRICT standards of 20-feet in width and provide an all-weather drivable surface 12-feet in width centered over the existing sewer facilities constructed of an asphalt, concrete, soil cement or other approved driving surface capable of supporting the imposed load of DISTRICT vehicles weighing at least 60,000 pounds or as otherwise determined by the DISTRICT.

2. The DEVELOPER shall provide a drivable access location back to the DISTRICT's easement 11-O with the same all-weather surface and load bearing capacity as required above.

3. If walls or fences are to be installed within the easement, the DEVELOPER shall provide either a removable panel or lockable gate for access at each proposed parcel line across DISTRICT A.D.-10 Easement 11-O, to provide for adequate access of DISTRICT vehicles and equipment.

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

#### PART H: MISCELLANEOUS

##### 21. Term and Termination of Agreement.

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

i. Within 10 business days of the effective date of this Agreement if the DEVELOPER fails or refuses to make the Cash Account deposit, or if the Cash Account is not replenished to a positive balance after the issuance of an invoice by the DISTRICT for a period of 75 calendar days; or

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

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

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

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

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

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

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

23. Amendment; Assignment.

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

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

24. Force Majeure. If either the DISTRICT or the DEVELOPER is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.

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



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

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

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

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

30. Alternative Dispute Resolution.

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

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

YUCAIPA VALLEY WATER DISTRICT

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

By: \_\_\_\_\_  
Jay Bogh, Board President

DEVELOPER:

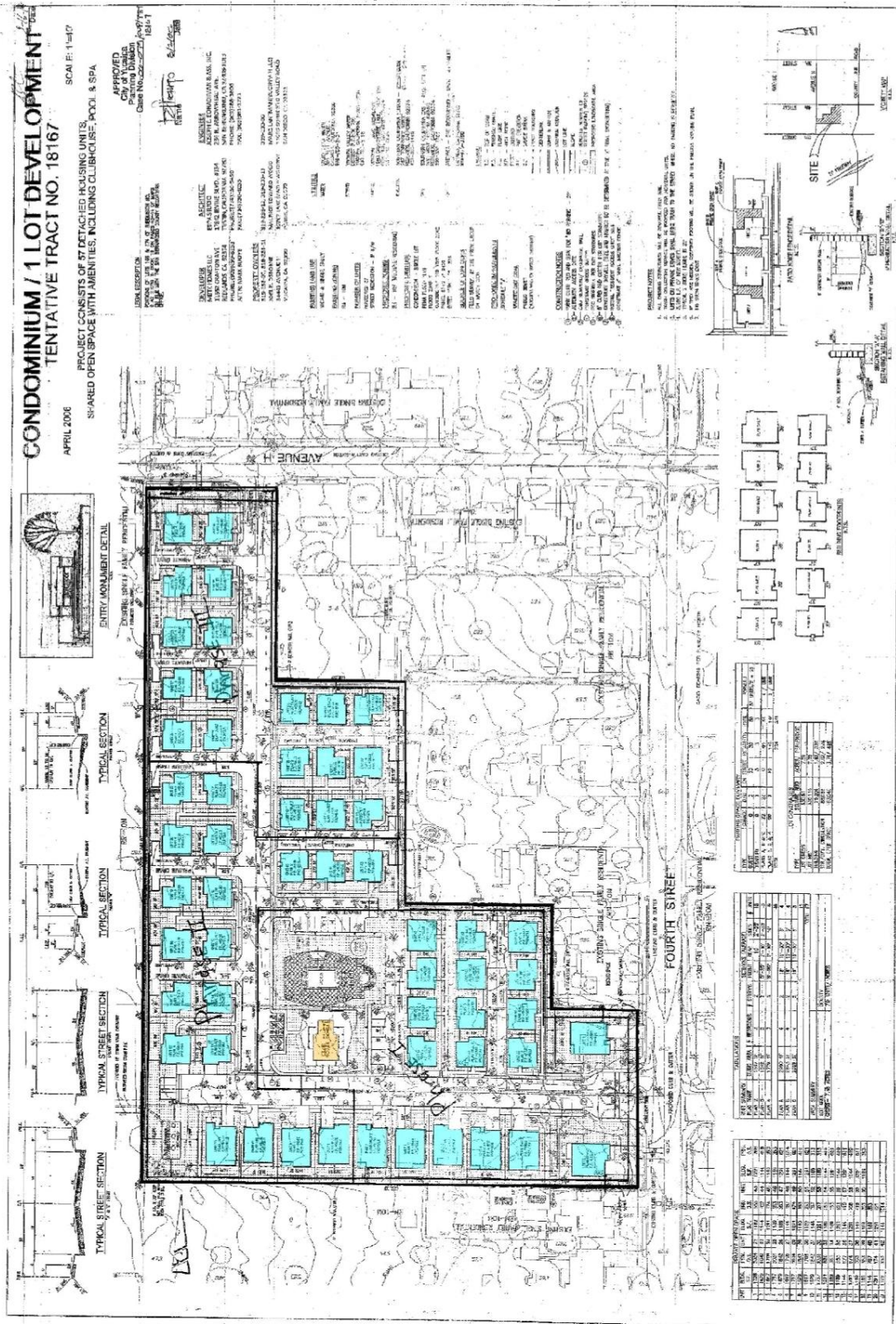
Dated: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

### Attachment A -Project Overview Map-





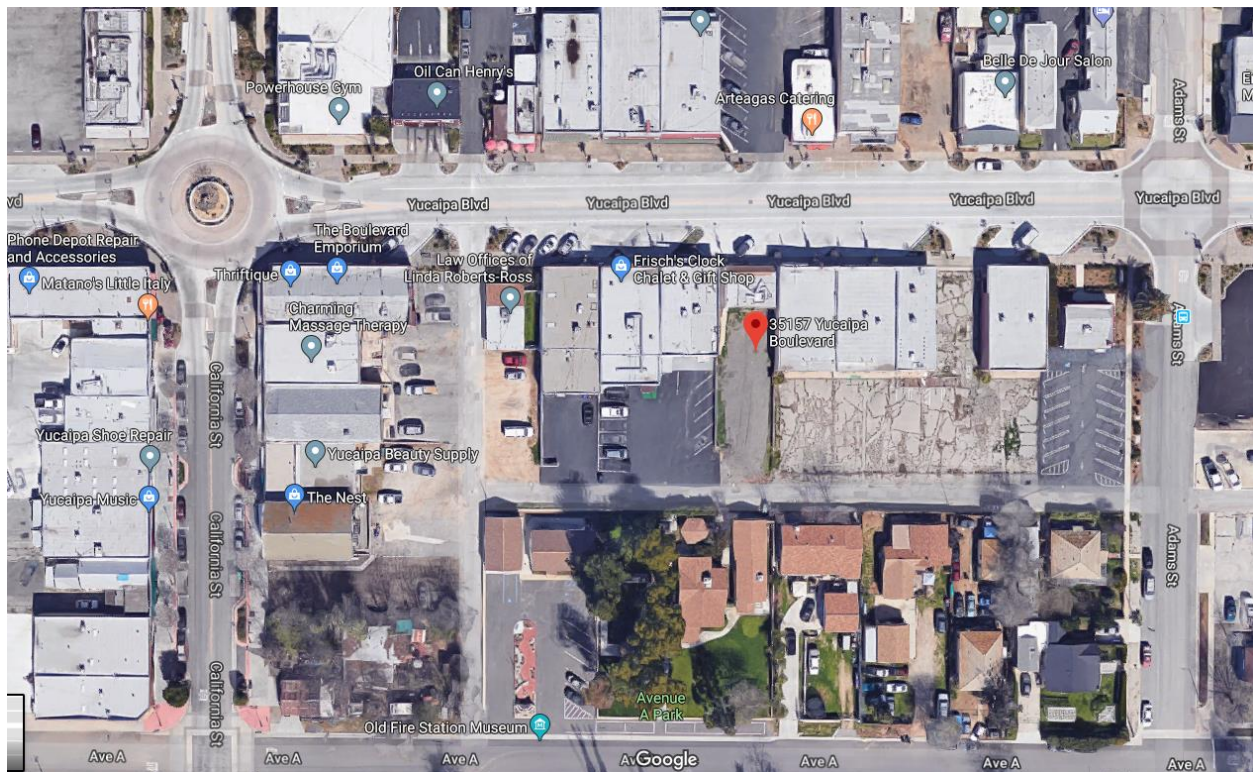
**Date:** December 19, 2017

**Prepared By:** Joseph Zoba, General Manager

**Subject:** Consideration of an Amended Taxing Entity Compensation Agreement with the City of Yucaipa for Property Located at 35157 Yucaipa Boulevard - Assessors Parcel Number 319-061-05

**Recommendation:** That the Board authorizes the Board President to Execute the Compensation Agreement with the City of Yucaipa.

On January 17, 2017, the Board of Directors approved a Taxing Entity Compensation Agreement with the City of Yucaipa [Director Memorandum No. 17-016]. The Agreement assisted the City of Yucaipa with a Long Range Property Management Plan for the disposition and use of the real properties belonging to the former redevelopment agency. The specific parcel identified in the attached compensation agreement is 35157 Yucaipa Boulevard, Yucaipa.



On December 6, 2017, the District received a modified Compensation Agreement that provides signatures on a single agreement and additional terms required by the County of San Bernardino.

December 4, 2017

Yucaipa Valley Water District  
Attn: Joseph Zoba, General Manager  
12770 Second Street  
Yucaipa, CA 92399

RECEIVED  
12/14/17  
YUCAIPA VALLEY  
WATER DISTRICT



Dear Mr. Zoba,

This past year, your agency executed a Compensation Agreement at the request of the City of Yucaipa pursuant to the law surrounding the disposition of properties acquired and owned by former redevelopment agencies. As you may recall, the City has only one property that is subject to the Redevelopment dissolution requirement.

The County of San Bernardino has since notified the City of Yucaipa that all affected taxing entities must provide signatures on a singular agreement. The Compensation Agreement has, therefore, been modified to include signature lines for all affected taxing entities, in addition to the insertion of sections 14 through 21, as required by the County of San Bernardino. The City is requesting that you review and approve the revised Compensation Agreement at this time.

Please submit three (3) originals of the enclosed Compensation Agreement to the City of Yucaipa at your earliest convenience. For your reference, we have included a copy of your initial executed Compensation Agreement and a DRAFT agreement which clearly exhibits the modifications required by the County of San Bernardino from this prior agreement.

Thank you for your time and understanding as the City proceeds to meet all of the statutory elements required by the State and procedural obligations articulated by the County. If you have any questions, please do not hesitate to contact me at your convenience at (909) 797-2489, ext. 232.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Franklin", is written over a light blue horizontal line.

Greg Franklin  
Assistant City Manager

Attachments: Three Copies - Final Revised Compensation Agreement (to be signed & returned)  
DRAFT Revised Compensation Agreement  
Previously Executed Compensation Agreement  
Exhibit A - Long Range Property Management Plan

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City of Yucaipa  
34272 Yucaipa Boulevard, Yucaipa, CA 92399-9950

## COMPENSATION AGREEMENT

This **COMPENSATION AGREEMENT** (this “Compensation Agreement”), dated as of \_\_\_\_\_, 2017, is entered into by and between the CITY OF YUCAIPA (the “City”) on the one hand, and the COUNTY OF SAN BERNARDINO (with respect to the County General Fund, Flood Control Zone 3, Flood Control Admin 3-6, and County Free Library), Education Revenue Augmentation Fund (“ERAF”), San Bernardino County Superintendent of Schools, San Bernardino Community College District, Yucaipa-Calimesa Joint Unified School District, Inland Empire Joint Resource Conservation District, San Bernardino Valley Municipal Water District, Yucaipa Valley Water District, Redlands Unified School District and the City of Yucaipa as a taxing entity, on the other hand (each, a “Taxing Entity” and collectively, the “Taxing Entities”). The Taxing Entities and the City are the “Parties” with each being a “Party”.

### RECITALS:

A. Pursuant to AB X1 26 (enacted in June 2011), as modified by the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011) (*Matosantos*), the Yucaipa Redevelopment Agency (the “Former Agency”) was dissolved as of February 1, 2012, the Successor Agency to the Yucaipa Redevelopment Agency (“Successor Agency”) was established, and an oversight board to the Successor Agency (the “Oversight Board”) was established.

B. Pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court’s decision in *Matosantos*, on February 1, 2012, properties of the Former Agency transferred to the control of the Successor Agency by operation of law, including the land and the improvements thereon (the “Property”), in the City described on Exhibit “A” attached hereto and incorporated herein by reference.

C. The Former Agency acquired the Property in June, 2009 for the purpose of a construction office in the now-completed Uptown Streetscape Project, and the Property is currently encumbered by a Maintenance Agreement dated March 25, 2015 between the Successor Agency and Yucaipa Vision Quest which expires on March 24, 2018, and which contemplates that Yucaipa Vision Quest will maintain the Property and will not be obligated to pay rent, but will use the Property for education and presentation of visual arts in order to foster an active Uptown area that would serve to spark continued revitalization in the area (the “Project”).

D. Pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency prepared a long-range property management plan (the “LRPMP”) which addresses the disposition and use of the properties of the Former Agency, and by letter dated January 29, 2016, the Department of Finance (the “DOF”) approved the Successor Agency’s use or disposition of the properties listed in the LRPMP. Accordingly, the properties identified in the LRPMP, including the Property, were transferred to the Community Redevelopment Property Trust Fund (the “Trust Fund”) of the Successor Agency.

E. The Property is listed as a property for future development on the approved LRPMP, and is intended to be used for the Project described in Recital C above.

F. As required by the DOF, the LRPMP provides for the transfer of the Property by the Successor Agency from the Trust Fund to the City for the Project, subject to the City entering into a compensation agreement for the Property with all of the affected taxing entities, as defined in Health and Safety Code Section 34171(k). The County and other parties to this Agreement are affected taxing entities. The complete list of Taxing Entities, including the address of each, is shown on Exhibit "B" and the Applicable Tax Rate of each is shown on Exhibit "C".

G. To promote the public interest, the parties are entering into this Compensation Agreement to provide for the City to compensate the Taxing Entities for the Property in accordance with the terms of this Compensation Agreement but only if the Property is sold or leased for a commercial purpose.

H. ERAF is entitled to a distribution of any compensation under this Agreement; however, pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE COMPENSATION, BOTH MONETARY AND NONMONETARY, AND THE COVENANTS PROVIDED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and are a substantive part of this Compensation Agreement.

Section 2. Consent to Transfer; Compensation. The County hereby irrevocably consents to the transfer of the Property by the Successor Agency to the City for the Project, subject to the following agreement of the Parties as to compensation to be paid by the City for the Property.

- A. The Parties acknowledge that a current valuation of the Property has not been established for the purposes of this Compensation Agreement.
- B. No compensation is to be paid by the City to the Taxing Entities for the lease transaction. The Taxing Entities acknowledge that the foregoing has been negotiated based on the public benefits to be derived from the Project and hereby waive the requirement set forth in Health and Safety Code Section 34180(f)(1) for the City to provide compensation for the value of the Property to the Taxing Entities in proportion to their shares of the base property tax as determined pursuant to Health and Safety Code Section 34188.
- C. In the event that the Property is ever leased for a commercial purpose or sold for a commercial purpose, then the City shall pay to the Taxing Entities (or in the case of a disposition, cause the escrow holder to distribute the funds) pursuant to California Health and Safety code Section 34188 the percentage of the net rent or net sales proceeds (such proceeds being referred to herein as the "Disposition Proceeds") that is set forth on Exhibit "C". However, the Taxing Entities agree that the term of the Maintenance Agreement may be extended by the City without

the consent of the Taxing Entities. Upon the Effective Date (as defined in Section 3 below) and the conveyance of the Property by the Successor Agency to City, the City shall execute, acknowledge and record a Notice of Compensation Agreement in the form attached hereto as Exhibit "D".

- D. If the Property is proposed to be leased for a commercial purpose or sold, then by not later than the date of first published notice of the City Council public hearing for the sale or lease ("Public Hearing Notice") the City shall provide each Taxing Entity with a copy of the Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed lease or disposition and development agreement ["DDA"], as applicable, may be inspected and copied, and a statement setting forth the proposed rent or sales price to be paid to the City under the proposed lease or DDA). Additionally, as the City will deduct its net costs of sale or lease from sale or rent proceeds before distributing to the Taxing Entities, the City shall provide a "Disposition Proceeds Statement" to the Taxing Entities at least five (5) business days prior to (a) the sale or (b) the effectiveness of the commercial lease, as applicable.
- E. City shall arrange for all net Disposition Proceeds to be paid by check delivered to the Taxing Entities at their addresses set forth in Exhibit "B" within ten (10) business days after the applicable net rent or net sales proceeds are paid to the City.

Section 3. Effective Date. The effective date of this Compensation Agreement (the "Effective Date") shall be the date that the Oversight Board has adopted a resolution approving this Compensation Agreement.

Section 4. Authorization. Each Party warrants that the individuals who have signed this Compensation Agreement have the legal power, right, and authority to make this Compensation Agreement and to bind each respective Party.

Section 5. No Personal Liability. No official, agent, or employee of any Party shall be individually or personally liable for any amount which may become due under this Compensation Agreement or on any obligations under the terms of this Compensation Agreement.

Section 6. Assignment. This Compensation Agreement shall not be assignable by any Party without the prior written consent of the other Party.

Section 7. Counterparts. This Compensation Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Compensation Agreement.

Section 8. Further Assurances. The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Compensation Agreement.



Section 9. Notices. All notices and other communications shall be given or made in writing by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight messenger service. Notices shall be considered given upon (i) one business day following timely deposit with a nationally recognized overnight courier service, charges prepaid, or (ii) three business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided in the attached Exhibit "B"; provided that if a Party gives notice of a change of name or address, notices to such Party shall thereafter be given as specified in that notice.

Section 10. Severability. If one or more of the covenants or agreements provided in this Compensation Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Compensation Agreement.

Section 11. Construction. The Parties agree that each Party and its counsel have reviewed this Compensation Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Compensation Agreement or any amendments or exhibits thereto. This Compensation Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

Section 12. No Third Party Beneficiaries. This Compensation Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Compensation Agreement.

Section 13. Governing Law. This Compensation Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 14. Binding on Successors and Assigns. All the covenants, promises and agreements in this Compensation Agreement contained by or on behalf of the County or the City shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 15. Indemnification. The City hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Taxing Entities) each Taxing Entity, its council members, governing board members, directors, officers, agents, employees, consultants, contractors, and representatives (collectively, including Seller, the "Indemnitees") from all suits, actions, claims, causes of action, costs, demands, judgments and liens brought by a third party and arising out of or relating to distribution of the net Disposition Proceeds pursuant to this Compensation Agreement to any Taxing Entity other than itself, except as caused or arising out of the willful misconduct or gross negligence of any Indemnitees. The provisions of this Section shall survive expiration or earlier termination of this Compensation Agreement, and shall remain in full force and effect.

Section 16. Litigation Regarding Compensation Agreement. In the event litigation is initiated by a non-Party attacking the validity of this Compensation Agreement, each Party that is not a claimant, and does not become a claimant, in such litigation, shall in good faith defend and seek to uphold the Agreement; provided, however, that the costs of such litigation, including reasonable costs incurred by any non-claimant Taxing Entities in such litigation, shall be borne solely by the City.

Section 17. Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

Section 18. Entire Agreement; Amendment. This Compensation Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter of this Compensation Agreement. This Compensation Agreement may be modified only in writing and only if approved and signed by all of the Parties.

Section 19. Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Compensation Agreement will be effective unless it is in writing and signed by the waiving Parties.

Section 20. Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Compensation Agreement.

Section 21. Action or Approval. Whenever action and/or approval by the City is required under this Compensation Agreement, the City Manager or the City Manager's designee may act on and/or approve such matter unless specifically provided otherwise, unless the City Manager determines in the City Manager's discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the County is required under this Compensation Agreement, the County Chief Executive Officer or the County Chief Executive Officer's designee may act on and/or approve such matter unless the County Chief Executive Officer determines in the County Chief Executive Officer's discretion that such action or approval requires referral to the Board of Supervisors for consideration.

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

**IN WITNESS WHEREOF**, this **COMPENSATION AGREEMENT** has been fully executed on behalf of the COUNTY, on behalf of each of the following entities and funds, on behalf of the Taxing Entities, and on behalf of the CITY, and each by its duly authorized representative.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAN BERNARDINO COMMUNITY  
COLLEGE DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**YUCAIPA-CALIMESA JOINT UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INLAND EMPIRE JOINT RESOURCE  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**YUCAIPA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**REDLANDS UNIFIED SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**Description of Land**

Revised Map of Yucaipa City Lot 7 BLK 76

APN 319-061-05

35157 Yucaipa Blvd.

A-1

10070-0001\2125335v2.doc  
10070-0001\2125413v1.doc

**EXHIBIT "B"****LIST OF TAXING ENTITIES AND THEIR ADDRESSES**

<b>Name</b>	<b>Address</b>
1. County of San Bernardino	385 N. Arrowhead Ave., 3 <sup>rd</sup> Floor San Bernardino, CA 92415 Attn: Gary Hallen, Director of Community Development & Housing
2. Education Revenues Augmentation Fund	N/A
3. San Bernardino County Superintendent of Schools	601 North "E" St. San Bernardino, CA 92410 Attn: Ted Alejandre, Superintendent
4. San Bernardino Community College District	114 S. Del Rosa Dr. San Bernardino, CA 92408 Attn: Steve Sutorus, Business Manager
5. Yucaipa-Calimesa Joint Unified School District	12797 Third St. Yucaipa, CA 92399 Attn: George Velarde, Assistant Superintendent
6. Inland Empire Resource Conservation District	25864-K Business Center Drive Redlands, CA 92374 Attn: Paul Williams, Board President
7. San Bernardino Valley Municipal Water District	380 East Vanderbilt Way San Bernardino, CA 92408 Attn: Doug Headrick, General Manager
8. Yucaipa Valley Water District	12770 Second Street Yucaipa, CA 92399 Attn: Joseph Zoba, General Manager
9. Redlands Unified School District	20 W. Lugonia Avenue Redlands, CA 92374 Attn: Bernie Cavanagh, Assistant Superintendent
10. City of Yucaipa	34272 Yucaipa Blvd. Yucaipa, CA 92399 Attn. Ray Casey, City Manager

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**EXHIBIT "C"**

**Applicable Tax Rates**

(Attached.)

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AGENCY/ ACCOUNT CODE	AGENCY NAME	YUCAIPA RDA
		% OF SHARE
<b>AB01-GA01</b>	COUNTY GENERAL FUND	0.13259045
<b>AB02-GA01</b>	EDUCATION REVENUE AUGMENTATION FUN	0.20077333
<b>BF03-GA01</b>	FLOOD CONTROL ZONE 3	0.02320861
<b>BF08-GA01</b>	FLOOD CONTROL ADMIN 3-6	0.00080151
<b>BL01-GA01</b>	COUNTY FREE LIBRARY	0.01283930
<b>BS01-GA01</b>	SUPERINTENDENT OF SCHOOLS	0.00454961
<b>BS01-GA03</b>	SUPERINTENDENT OF SCHOOLS	0.00178961
<b>BS01-GA04</b>	SUPERINTENDENT OF SCHOOLS	0.00141012
<b>BS01-GA05</b>	SUPERINTENDENT OF SCHOOLS	0.00046911
<b>CC35-GA01</b>	CITY OF YUCAIPA	0.23130802
<b>SC54-GA01</b>	SAN BERNARDINO COMMUNITY COLLEGE	0.04659948
<b>SU48-GA01</b>	REDLANDS UNIFIED SCHOOL DISTRICT	0.00511528
<b>SU68-GA01</b>	YUCAIPA-CALIMESA JOINT UNIFIED	0.25705201
<b>WR04-GL01</b>	INLAND EMPIRE JT RESOURCE CONS DIST	0.00150601
<b>WU23-GA01</b>	SAN BERNARDINO VALLEY MUNI WATER	0.02398003
<b>WW29-GA01</b>	YUCAIPA VALLEY WATER DISTRICT	0.02274077
<b>WW29-GA02</b>	YUCAIPA VALLEY WATER DISTRICT	0.03326675
<b>Grand Total</b>		<b>1.00000000</b>

C-2

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**EXHIBIT "D"**

**FORM OF NOTICE OF COMPENSATION**

(Attached.)

D-1

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RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO:  
 City of Yucaipa  
 34272 Yucaipa Blvd.  
 Yucaipa, CA 92399  
 Attn: City Clerk

APN: 319-061-05

NO FEE FOR RECORDING PURSUANT TO  
 GOVERNMENT CODE SECTIONS 6103 AND 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## NOTICE OF COMPENSATION AGREEMENT

### RELATED TO REAL PROPERTY

(35157 Yucaipa Blvd.)

**NOTICE IS HEREBY GIVEN**, that the City of Yucaipa (the "City") has entered into a Compensation Agreement with the County of San Bernardino and other taxing entities (collectively, the "Taxing Entities") with reference to that certain real property located in the City of Yucaipa located at 35157 Yucaipa Blvd., assessor's parcel number 319-061-05, and further described in Exhibit A incorporated herein by reference (the "Property").

The City is the successor in interest to Property, which was once owned by the dissolved Yucaipa Redevelopment Agency (the "Former RDA"). Upon the Former RDA's dissolution title to the Property transferred to the Successor Agency. As authorized under the "Redevelopment Dissolution Statutes (Part 1.8 and 1.85 of Division 24 of the Health and Safety Code), the Successor Agency has prepared, and the California Department of Finance has approved, a Long Range Property Management Plan ("LRPMP").

Under the approved LRPMP, the Successor Agency was authorized to transfer the Property to the City, provided City entered into Compensation Agreements. Substantially concurrently herewith, in conformance with the terms of the LRPMP, the Successor Agency is transferring title to the Property to the City (in its capacity as owner of the Property, the City shall be referred to as the "Owner"). As designated in the LRPMP, the City will retain the Property for development of a project in approved redevelopment plan as allowed under Health and Safety Code Section 34191.5(c)(2).

Among other requirements, the LRPMP requires the City to execute a Compensation Agreement with the Taxing Entities providing for a contingent payment of Disposition Proceeds (as defined in the Compensation Agreement) upon the Owner's subsequent lease of the Property for commercial purposes or disposition of the Property, under specified conditions.

D-2

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The Compensation Agreement includes certain obligations related to the Property, including without limitation and as further described in the Compensation Agreement; a requirement for the Owner to remit the Disposition Proceeds to the Escrow Agent (if applicable) for distribution to the Taxing Entities in proportion to their Property Tax Percentage Shares base property tax as determined by the City using data from the County's Auditor-Controller and require the Escrow Agent (or otherwise arrange) to distribute the funds pursuant to Health and Safety Code Section 34188 and the Compensation Agreement.

A complete copy of the Compensation Agreement is maintained in the Office of the City Clerk, and is available to review at City of Yucaipa, City Hall, 34272 Yucaipa Blvd, Yucaipa, CA 92399, between the hours of 9 a.m. and 5 p.m.

In the event of any conflict between this Notice of Compensation Agreements Related to Property (the "Notice") and the Compensation Agreement, the terms of the Compensation Agreement shall prevail.

This Notice may only be amended or terminated with the written agreement of the owner of the Property and the City.

Upon the earlier of satisfaction of the requirements of the Compensation Agreement, or earlier termination of the Compensation Agreement, the City shall release this Notice (the "Release"), by the execution and recordation of a release in substantially the form attached hereto as Exhibit B, incorporated herein by reference.

This Notice is being recorded and filed by the owner of the Property (currently the City), and shall be indexed against the owner's interest in the Property.

IN WITNESS WHEREOF, the City as Owner has entered into this Notice as of the first date written above.

**CITY/CURRENT OWNER:**

CITY OF YUCAIPA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

City Counsel

By: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF PROPERTY

The land is situated in the State of California, City of Yucaipa, and is described as follows:

Revised Map of Yucaipa City Lot 7 Blk 76

APN: 319-061-05

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Exhibit B to Notice of Compensation Agreement  
Form of Release of Notice of Compensation Agreement  
(Attached.)

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## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Yucaipa  
 34272 Yucaipa Blvd.  
 Yucaipa, CA 92399  
 Attn: City Clerk

NO FEE FOR RECORDING PURSUANT TO  
 GOVERNMENT CODE SECTIONS 6103 AND 27383

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FORM OF RELEASE AGREEMENT  
 RELEASE OF NOTICE OF COMPENSATION AGREEMENT  
 RELATED TO REAL PROPERTY

(35157 Yucaipa Blvd)

This RELEASE OF NOTICE OF COMPENSATION AGREEMENT RELATED TO REAL PROPERTY is made as of \_\_\_\_\_, 2017 (the "Notice"), by the City of Yucaipa, in its capacity as a taxing entity (the "City") and in its capacity as the owner of that certain real property located at 35157 Yucaipa Blvd., in the City of Yucaipa, and further described in Exhibit "A" incorporated herein by reference ("Real Property").

RECITALS

A. The City of Yucaipa, the County of San Bernardino, and other taxing entities (collectively, the "Taxing Entities") entered into a Compensation Agreement (the "Compensation Agreement"), with reference to the Real Property.

B. In connection with the Compensation Agreement, the Owner and the City executed the Notice, which was recorded against the Real Property in the Official Records of the City as Instrument No. \_\_\_\_\_ [INSERT RECORDING NUMBER] on [INSERT DATE].

C. The City has determined that the current owner of the Real Property has fulfilled its obligations under the Compensation Agreement and desires to release the Notice from said owner's interest in the Real Property.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

The City hereby releases the Owner (and its successors) and the Real Property from any and all obligations owed to the City under the Notice.

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In granting this Release, the City hereby expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542, as well as any similar law, statute, provision or policy in any other jurisdiction subsequently adopted in the State of California, and the City understands and acknowledges the significance of such specific waiver of California Civil Code Section 1542, which reads as follows:

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

\_\_\_\_\_  
City Initials

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.

This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Release as of the day first above written.

CITY:  
CITY OF YUCAIPA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



EXHIBIT A

DESCRIPTION OF REAL PROPERTY

The land is situated in the State of California, City of Yucaipa, and is described as follows:

Revised Map of Yucaipa City Lot 7 Blk 76

APN: 319-061-0

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**DRAFT****COMPENSATION AGREEMENT**

This **COMPENSATION AGREEMENT** (this "Compensation Agreement"), dated as of \_\_\_\_\_, 2017, is entered into by and between the CITY OF YUCAIPA (the "City") on the one hand, and the COUNTY OF SAN BERNARDINO (with respect to the County General Fund, Flood Control Zone 3, Flood Control Admin 3-6, and County Free Library), Education Revenue Augmentation Fund ("ERAF"), San Bernardino County Superintendent of Schools, San Bernardino Community College District, Yucaipa-Calimesa Joint Unified School District, Inland Empire Joint Resource Conservation District, San Bernardino Valley Municipal Water District, Yucaipa Valley Water District, Redlands Unified School District and the City of Yucaipa as a taxing entity, on the other hand (each, a "Taxing Entity" and collectively, the "Taxing Entities"). The Taxing Entities and the City are the "Parties" with each being a "Party".

**RECITALS:**

A. Pursuant to AB X1 26 (enacted in June 2011), as modified by the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal.4th 231(2011) (*Matosantos*), the Yucaipa Redevelopment Agency (the "Former Agency") was dissolved as of February 1, 2012, the Successor Agency to the Yucaipa Redevelopment Agency ("Successor Agency") was established, and an oversight board to the Successor Agency (the "Oversight Board") was established.

B. Pursuant to Health and Safety Code Section 34175(b) and the California Supreme Court's decision in *Matosantos*, on February 1, 2012, properties of the Former Agency transferred to the control of the Successor Agency by operation of law, including the land and the improvements thereon (the "Property"), in the City described on Exhibit "A" attached hereto and incorporated herein by reference.

C. The Former Agency acquired the Property in June, 2009 for the purpose of a construction office in the now-completed Uptown Streetscape Project, and the Property is currently encumbered by a Maintenance Agreement dated March 25, 2015 between the Successor Agency and Yucaipa Vision Quest which expires on March 24, 2018, and which contemplates that Yucaipa Vision Quest will maintain the Property and will not be obligated to pay rent, but will use the Property for education and presentation of visual arts in order to foster an active Uptown area that would serve to spark continued revitalization in the area (the "Project").

D. Pursuant to Health and Safety Code Section 34191.5(b), the Successor Agency prepared a long-range property management plan (the "LRPMP") which addresses the disposition and use of the properties of the Former Agency, and by letter dated January 29, 2016, the Department of Finance (the "DOF") approved the Successor Agency's use or disposition of the properties listed in the LRPMP. Accordingly, the properties identified in the LRPMP, including the Property, were transferred to the Community Redevelopment Property Trust Fund (the "Trust Fund") of the Successor Agency.

E. The Property is listed as a property for future development on the approved LRPMP, and is intended to be used for the Project described in Recital C above.

F. As required by the DOF, the LRPMP provides for the transfer of the Property by the Successor Agency from the Trust Fund to the City for the Project, subject to the City entering into a compensation agreement for the Property with all of the affected taxing entities, as defined in Health and Safety Code Section 34171(k). The County and other parties to this Agreement are affected taxing entities. The complete list of Taxing Entities, including the address of each, is shown on Exhibit "B" and the Applicable Tax Rate of each is shown on Exhibit "C".

G. To promote the public interest, the parties are entering into this Compensation Agreement to provide for the City to compensate the Taxing Entities for the Property in accordance with the terms of this Compensation Agreement but only if the Property is sold or leased for a commercial purpose.

H. ERAF is entitled to a distribution of any compensation under this Agreement; however, pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

**NOW THEREFORE, IN CONSIDERATION OF THE COMPENSATION, BOTH MONETARY AND NONMONETARY, AND THE COVENANTS PROVIDED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:**

Section 1. Recitals. The above recitals are true and correct and are a substantive part of this Compensation Agreement.

Section 2. Consent to Transfer; Compensation. The County hereby irrevocably consents to the transfer of the Property by the Successor Agency to the City for the Project, subject to the following agreement of the Parties as to compensation to be paid by the City for the Property.

- A. The Parties acknowledge that a current valuation of the Property has not been established for the purposes of this Compensation Agreement.
- B. No compensation is to be paid by the City to the Taxing Entities for the lease transaction. The Taxing Entities acknowledge that the foregoing has been negotiated based on the public benefits to be derived from the Project and hereby waive the requirement set forth in Health and Safety Code Section 34180(f)(1) for the City to provide compensation for the value of the Property to the Taxing Entities in proportion to their shares of the base property tax as determined pursuant to Health and Safety Code Section 34188.
- C. In the event that the Property is ever leased for a commercial purpose or sold for a commercial purpose, then the City shall pay to the Taxing Entities (or in the case of a disposition, cause the escrow holder to distribute the funds) pursuant to California Health and Safety code Section 34188 the percentage of the net rent or net sales proceeds (such proceeds being referred to herein as the "Disposition Proceeds") that is set forth on Exhibit "C". However, the Taxing Entities agree that the term of the Maintenance Agreement may be extended by the City without

the consent of the Taxing Entities. Upon the Effective Date (as defined in Section 3 below) and the conveyance of the Property by the Successor Agency to City, the City shall execute, acknowledge and record a Notice of Compensation Agreement in the form attached hereto as Exhibit "D".

- D. If the Property is proposed to be leased for a commercial purpose or sold, then by not later than the date of first published notice of the City Council public hearing for the sale or lease ("Public Hearing Notice") the City shall provide each Taxing Entity with a copy of the Public Hearing Notice (including the date, time and location of the public hearing and the location at which the proposed lease or disposition and development agreement ["DDA"], as applicable, may be inspected and copied, and a statement setting forth the proposed rent or sales price to be paid to the City under the proposed lease or DDA). Additionally, as the City will deduct its net costs of sale or lease from sale or rent proceeds before distributing to the Taxing Entities, the City shall provide a "Disposition Proceeds Statement" to the Taxing Entities at least five (5) business days prior to (a) the sale or (b) the effectiveness of the commercial lease, as applicable.
- E. City shall arrange for all net Disposition Proceeds to be paid by check delivered to the Taxing Entities at their addresses set forth in Exhibit "B" within ten (10) business days after the applicable net rent or net sales proceeds are paid to the City.

Section 3. Effective Date. The effective date of this Compensation Agreement (the "Effective Date") shall be the date that the Oversight Board has adopted a resolution approving this Compensation Agreement.

Section 4. Authorization. Each Party warrants that the individuals who have signed this Compensation Agreement have the legal power, right, and authority to make this Compensation Agreement and to bind each respective Party.

Section 5. No Personal Liability. No official, agent, or employee of any Party shall be individually or personally liable for any amount which may become due under this Compensation Agreement or on any obligations under the terms of this Compensation Agreement.

Section 6. Assignment. This Compensation Agreement shall not be assignable by any Party without the prior written consent of the other Party.

Section 7. Counterparts. This Compensation Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Compensation Agreement.

Section 8. Further Assurances. The Parties agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Compensation Agreement.

**Section 9. Notices.** All notices and other communications shall be given or made in writing by certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight messenger service. Notices shall be considered given upon (i) one business day following timely deposit with a nationally recognized overnight courier service, charges prepaid, or (ii) three business days after deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. Notices shall be addressed as provided in the attached Exhibit "B"; provided that if a Party gives notice of a change of name or address, notices to such Party shall thereafter be given as specified in that notice.

**Section 10. Severability.** If one or more of the covenants or agreements provided in this Compensation Agreement should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Compensation Agreement.

**Section 11. Construction.** The Parties agree that each Party and its counsel have reviewed this Compensation Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Compensation Agreement or any amendments or exhibits thereto. This Compensation Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

**Section 12. No Third Party Beneficiaries.** This Compensation Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Compensation Agreement.

**Section 13. Governing Law.** This Compensation Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

Section 14. Binding on Successors and Assigns. All the covenants, promises and agreements in this Compensation Agreement contained by or on behalf of the County or the City shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 15. Indemnification. The City hereby agrees to indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the Taxing Entities) each Taxing Entity, its council members, governing board members, directors, officers, agents, employees, consultants, contractors, and representatives (collectively, including Seller, the "Indemnitees") from all suits, actions, claims, causes of action, costs, demands, judgments and liens brought by a third party and arising out of or relating to distribution of the net Disposition Proceeds pursuant to this Compensation Agreement to any Taxing Entity other than itself, except as caused or arising out of the willful misconduct or gross negligence of any Indemnitees. The provisions of this Section shall survive expiration or earlier termination of this Compensation Agreement, and shall remain in full force and effect.

Section 16. Litigation Regarding Compensation Agreement. In the event litigation is initiated by a non-Party attacking the validity of this Compensation Agreement, each Party that is not a claimant, and does not become a claimant, in such litigation, shall in good faith defend and seek to uphold the Agreement; provided, however, that the costs of such litigation, including reasonable costs incurred by any non-claimant Taxing Entities in such litigation, shall be borne solely by the City.

Section 17. Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

Section 18. Entire Agreement; Amendment. This Compensation Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, relating to the subject matter of this Compensation Agreement. This Compensation Agreement may be modified only in writing and only if approved and signed by all of the Parties.

Section 19. Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Compensation Agreement will be effective unless it is in writing and signed by the waiving Parties.

Section 20. Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Compensation Agreement.

Section 21. Action or Approval. Whenever action and/or approval by the City is required under this Compensation Agreement, the City Manager or the City Manager's designee may act on and/or approve such matter unless specifically provided otherwise, unless the City Manager determines in the City Manager's discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the County is required under this Compensation Agreement, the County Chief Executive Officer or the County Chief Executive Officer's designee may act on and/or approve such matter unless the County Chief Executive Officer determines in the County Chief Executive Officer's discretion that such action or approval requires referral to the Board of Supervisors for consideration.

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

**IN WITNESS WHEREOF**, this **COMPENSATION AGREEMENT** has been fully executed on behalf of the COUNTY, on behalf of each of the following entities and funds, on behalf of the Taxing Entities, and on behalf of the CITY, and each by its duly authorized representative.

**SAN BERNARDINO COUNTY  
SUPERINTENDENT OF SCHOOLS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAN BERNARDINO COMMUNITY  
COLLEGE DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**YUCAIPA-CALIMESA JOINT UNIFIED  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**INLAND EMPIRE JOINT RESOURCE  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SAN BERNARDINO VALLEY  
MUNICIPAL WATER DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**YUCAIPA VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**REDLANDS UNIFIED SCHOOL  
DISTRICT**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "A"**

**Description of Land**

Revised Map of Yucaipa City Lot 7 BLK 76

APN 319-061-05

35157 Yucaipa Blvd.

A-1

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**EXHIBIT "B"**

**LIST OF TAXING ENTITIES AND THEIR ADDRESSES**

Name	Address
1. County of San Bernardino	<u>385 N. Arrowhead Ave., 3<sup>rd</sup> Floor</u> <u>San Bernardino, CA 92415</u> <u>Attn: Director</u> _____ _____ _____ _____
2. Education Revenues Augmentation Fund	N/A
3. San Bernardino County Superintendent of Schools	<u>601 North "E" St.</u> <u>San Bernardino, CA 92410</u> <u>Attn: Ted Alejandre</u> _____ _____ _____ _____
4. San Bernardino Community College District	<u>114 S. Del Rosa Dr.</u> <u>San Bernardino, CA 92408</u> <u>Attn: Steve Sutorus, Business Manager</u> _____ _____ _____ _____
5. Yucaipa-Calimesa Joint Unified School District	<u>12797 Third St.</u> <u>Yucaipa, CA 92399</u> <u>Attn: George Velarde</u> _____ _____ _____ _____
6. Inland Empire Resource Conservation District	<u>25864-K Business Center Drive</u> <u>Redlands, CA 92374</u> <u>Attn: Paul Williams</u> _____ _____ _____ _____
7. San Bernardino Valley Municipal Water District	<u>380 East Vanderbilt Way</u> <u>San Bernardino, CA 92408</u> <u>Attn: Doug Headrick</u> _____ _____

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Name	Address
8. Yucaipa Valley Water District	<p>_____ _____ _____ <u>12770 Second Street</u> <u>Yucaipa, CA 92399</u> <u>Attn: General Manager</u> _____ _____ _____</p> <p>Formatted: No underline</p>
9. Redlands Unified School District	<p><u>20 W. Lugonia Avenue</u> <u>Redlands, CA 92374</u> <u>Attn: Mauricio Arellano</u> _____ _____ _____</p> <p>Formatted: No underline</p>
10. City of Yucaipa	<p>34272 Yucaipa Blvd. Yucaipa, CA 92399 Attn. Ray Casey, City Manager</p> <p>Formatted: No underline</p>

**EXHIBIT "C"**

**Applicable Tax Rates**

**~~[NEED TO REVISE]~~**

(Attached.)

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AGENCY/ ACCOUNT CODE	AGENCY NAME	YUCAIPA RDA
		% OF SHARE
AB01-GA01	COUNTY GENERAL FUND	0.13259045
AB02-GA01	EDUCATION REVENUE AUGMENTATION FUN	0.20077333
BF03-GA01	FLOOD CONTROL ZONE 3	0.02320861
BF08-GA01	FLOOD CONTROL ADMIN 3-6	0.00080151
BL01-GA01	COUNTY FREE LIBRARY	0.01283930
BS01-GA01	SUPERINTENDENT OF SCHOOLS	0.00454961
BS01-GA03	SUPERINTENDENT OF SCHOOLS	0.00178961
BS01-GA04	SUPERINTENDENT OF SCHOOLS	0.00141012
BS01-GA05	SUPERINTENDENT OF SCHOOLS	0.00046911
CC35-GA01	CITY OF YUCAIPA	0.23130802
SC54-GA01	SAN BERNARDINO COMMUNITY COLLEGE	0.04659948
SU48-GA01	REDLANDS UNIFIED SCHOOL DISTRICT	0.00511528
SU68-GA01	YUCAIPA-CALIMESA JOINT UNIFIED	0.25705201
WR04-GL01	INLAND EMPIRE JT RESOURCE CONS DIST	0.00150601
WU23-GA01	SAN BERNARDINO VALLEY MUNI WATER	0.02398003
WW29-GA01	YUCAIPA VALLEY WATER DISTRICT	0.02274077
WW29-GA02	YUCAIPA VALLEY WATER DISTRICT	0.03326675
<b>Grand Total</b>		<b>1.00000000</b>

C-2

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10070-0001\2125413v1.doc

**EXHIBIT "D"**

**FORM OF NOTICE OF COMPENSATION**

(Attached.)

D-1

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10070-0001\2125413v1.doc

RECORDING REQUESTED BY  
 AND WHEN RECORDED MAIL TO:  
 City of Yucaipa  
 34272 Yucaipa Blvd.  
 Yucaipa, CA 92399  
 Attn: City Clerk

APN: 319-061-05

NO FEE FOR RECORDING PURSUANT TO  
 GOVERNMENT CODE SECTIONS 6103 AND 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## NOTICE OF COMPENSATION AGREEMENT

### RELATED TO REAL PROPERTY

(35157 Yucaipa Blvd.)

**NOTICE IS HEREBY GIVEN**, that the City of Yucaipa (the "City") has entered into a Compensation Agreement with the County of San Bernardino and other taxing entities (collectively, the "Taxing Entities") with reference to that certain real property located in the City of Yucaipa located at 35157 Yucaipa Blvd., assessor's parcel number 319-061-05, and further described in Exhibit A incorporated herein by reference (the "Property").

The City is the successor in interest to Property, which was once owned by the dissolved Yucaipa Redevelopment Agency (the "Former RDA"). Upon the Former RDA's dissolution title to the Property transferred to the Successor Agency. As authorized under the "Redevelopment Dissolution Statutes (Part 1.8 and 1.85 of Division 24 of the Health and Safety Code), the Successor Agency has prepared, and the California Department of Finance has approved, a Long Range Property Management Plan ("LRPMP").

Under the approved LRPMP, the Successor Agency was authorized to transfer the Property to the City, provided City entered into Compensation Agreements. Substantially concurrently herewith, in conformance with the terms of the LRPMP, the Successor Agency is transferring title to the Property to the City (in its capacity as owner of the Property, the City shall be referred to as the "Owner"). As designated in the LRPMP, the City will retain the Property for development of a project in approved redevelopment plan as allowed under Health and Safety Code Section 34191.5(c)(2).

Among other requirements, the LRPMP requires the City to execute a Compensation Agreement with the Taxing Entities providing for a contingent payment of Disposition Proceeds (as defined in the Compensation Agreement) upon the Owner's subsequent lease of the Property for commercial purposes or disposition of the Property, under specified conditions.

D-2

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The Compensation Agreement includes certain obligations related to the Property, including without limitation and as further described in the Compensation Agreement; a requirement for the Owner to remit the Disposition Proceeds to the Escrow Agent (if applicable) for distribution to the Taxing Entities in proportion to their Property Tax Percentage Shares base property tax as determined by the City using data from the County's Auditor-Controller and require the Escrow Agent (or otherwise arrange) to distribute the funds pursuant to Health and Safety Code Section 34188 and the Compensation Agreement.

A complete copy of the Compensation Agreement is maintained in the Office of the City Clerk, and is available to review at City of Yucaipa, City Hall, 34272 Yucaipa Blvd, Yucaipa, CA 92399, between the hours of 9 a.m. and 5 p.m.

In the event of any conflict between this Notice of Compensation Agreements Related to Property (the "Notice") and the Compensation Agreement, the terms of the Compensation Agreement shall prevail.

This Notice may only be amended or terminated with the written agreement of the owner of the Property and the City.

Upon the earlier of satisfaction of the requirements of the Compensation Agreement, or earlier termination of the Compensation Agreement, the City shall release this Notice (the "Release"), by the execution and recordation of a release in substantially the form attached hereto as Exhibit B, incorporated herein by reference.

This Notice is being recorded and filed by the owner of the Property (currently the City), and shall be indexed against the owner's interest in the Property.

IN WITNESS WHEREOF, the City as Owner has entered into this Notice as of the first date written above.

**CITY/CURRENT OWNER:**

CITY OF YUCAIPA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

City Counsel

By: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF PROPERTY

The land is situated in the State of California, City of Yucaipa, and is described as follows:

Revised Map of Yucaipa City Lot 7 Blk 76

APN: 319-061-05

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**Exhibit B to Notice of Compensation Agreement  
Form of Release of Notice of Compensation Agreement  
(Attached.)**

D-5

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10070-0001\2125413v1.doc

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Yucaipa  
34272 Yucaipa Blvd.  
Yucaipa, CA 92399  
Attn: City Clerk

NO FEE FOR RECORDING PURSUANT TO  
GOVERNMENT CODE SECTIONS 6103 AND 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FORM OF RELEASE AGREEMENT  
RELEASE OF NOTICE OF COMPENSATION AGREEMENT  
RELATED TO REAL PROPERTY

(35157 Yucaipa Blvd)

This RELEASE OF NOTICE OF COMPENSATION AGREEMENT RELATED TO REAL PROPERTY is made as of \_\_\_\_\_, 2017 (the "Notice"), by the City of Yucaipa, in its capacity as a taxing entity (the "City") and in its capacity as the owner of that certain real property located at 35157 Yucaipa Blvd., in the City of Yucaipa, and further described in Exhibit "A" incorporated herein by reference ("Real Property").

RECITALS

A. The City of Yucaipa, the County of San Bernardino, and other taxing entities (collectively, the "Taxing Entities") entered into a Compensation Agreement (the "Compensation Agreement"), with reference to the Real Property.

B. In connection with the Compensation Agreement, the Owner and the City executed the Notice, which was recorded against the Real Property in the Official Records of the City as Instrument No. \_\_\_\_\_ [INSERT RECORDING NUMBER] on [INSERT DATE].

C. The City has determined that the current owner of the Real Property has fulfilled its obligations under the Compensation Agreement and desires to release the Notice from said owner's interest in the Real Property.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, and the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

The City hereby releases the Owner (and its successors) and the Real Property from any and all obligations owed to the City under the Notice.

In granting this Release, the City hereby expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542, as well as any similar law, statute, provision or policy in any other jurisdiction subsequently adopted in the State of California, and the City understands and acknowledges the significance of such specific waiver of California Civil Code Section 1542, which reads as follows:

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

\_\_\_\_\_  
City Initials

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it.

This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement may be signed by the different parties hereto in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Release as of the day first above written.

**CITY:**  
CITY OF YUCAIPA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

By: \_\_\_\_\_  
\_\_\_\_\_

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<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>
---

State of California )  
 County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

The land is situated in the State of California, City of Yucaipa, and is described as follows:

Revised Map of Yucaipa City Lot 7 Blk 76

APN: 319-061-05

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# Board Reports



Yucaipa Valley Water District



# Director Comments



Yucaipa Valley Water District



## FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

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

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

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

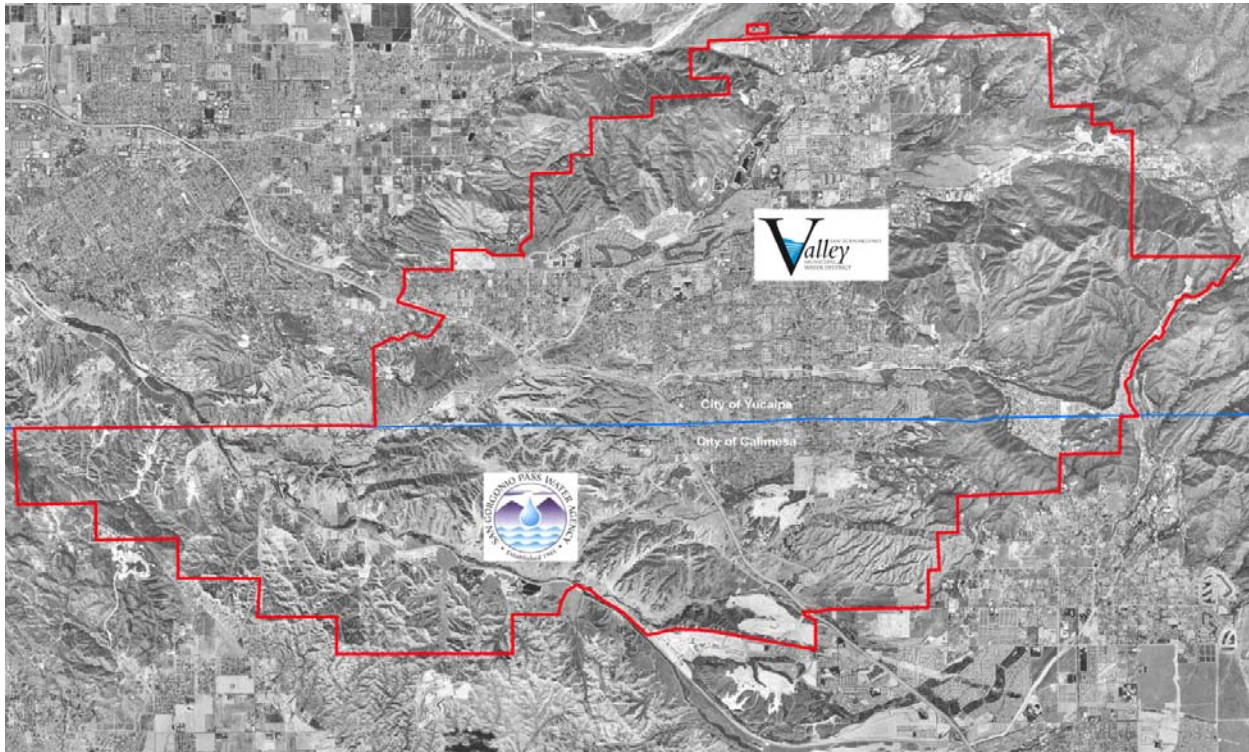
**Water System:** 215 miles of drinking water pipelines  
27 reservoirs - 34 million gallons of storage capacity  
18 pressure zones  
12,000 ac-ft annual water demand (3.9 billion gallons)  
Two water filtration facilities:  
- 1 mgd at Oak Glen Surface Water Filtration Facility  
- 12 mgd at Yucaipa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

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

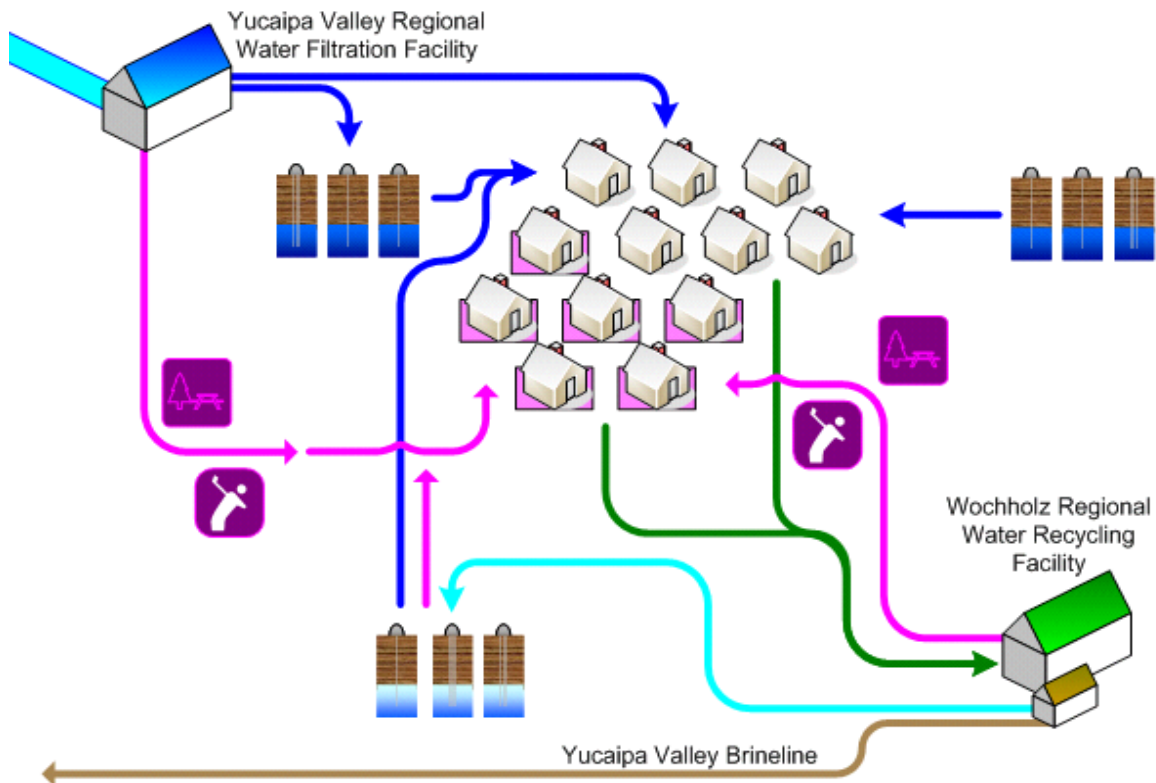
**Recycled Water:** 22 miles of recycled water pipelines  
5 reservoirs - 12 million gallons of storage  
1,200 ac-ft annual recycled demand (0.4 billion gallons)

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

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



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





## THE MEASUREMENT OF WATER PURITY

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

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

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

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

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

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





## GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Wastewater** – Any water that enters the sanitary sewer.

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

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

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

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

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

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

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

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

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

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







## COMMONLY USED ABBREVIATIONS

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