



Yucaipa Valley Water District

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

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

Tuesday, January 16, 2018 at 6:00 p.m.

- I. CALL TO ORDER** - Pledge of Allegiance
- II. ROLL CALL**
- III. PUBLIC COMMENTS** - At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. CONSENT CALENDAR** - All 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 19, 2017
 - B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts
 - 2. Ratify General Expenses for December 2017
- V. STAFF REPORT**
- VI. DISCUSSION ITEMS**
 - A. Public Hearing for the Initial Study / Mitigated Negative Declaration Related to the Maintenance of the Wilson Creek Basins and to Facilitate the Surface Recharge of Recycled Water [[Director Memorandum No. 18-001 - Page 17 of 287](#)]
 - RECOMMENDED ACTION: That the Board conducts a public hearing and receives comments prior to considering the adoption of Resolution 2018-01 Certifying the Final Mitigated Negative Declaration for the Wilson Creek Basins Water Recharge Project.
 - B. Presentation of the Unaudited Financial Report for the Period Ending on December 31, 2017 [[Director Memorandum No. 18-002 - Page 127 of 287](#)]
 - RECOMMENDED ACTION: That the Board receives and files the unaudited financial report.

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

- C. Discussion Regarding the Adoption of Resolution No. 2018-02 Approving an Investment Policy and Appointment of the General Manager as the District Investment Officer [[Director Memorandum No. 18-003 - Page 150 of 287](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-02.
- D. Discussion Regarding the Use of Updated Percentages for Monthly Unaudited Financial Reports [[Director Memorandum No. 18-004 - Page 159 of 287](#)]
RECOMMENDED ACTION: That by minute order, the Board directs District staff to utilize revised percentages for tracking revenues and expenses throughout the fiscal year in future unaudited financial reports.
- E. Discussion and Notice of Unclaimed Funds [[Director Memorandum No. 18-005 - Page 160 of 287](#)]
RECOMMENDED ACTION: No action is required at this time.
- F. Discussion Regarding the Use of E-Verify for New Employees [[Director Memorandum No. 18-006 - Page 162 of 287](#)]
RECOMMENDED ACTION: That by minute order, the Board directs the District staff to enroll and implement the eVerify system for new employees.
- G. Discussion Regarding the Designation of Applicant's Agent Resolution for Non-State Agencies for the State of California Office of Emergency Services [[Director Memorandum No. 18-007 - Page 186 of 287](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-03.
- H. Ratification of the 2018 Landscape Contract to Pacific Coast Landscape [[Director Memorandum No. 18-008 - Page 188 of 287](#)]
RECOMMENDED ACTION: That the Board ratifies the 2018 Landscape Contract with Pacific Coast Landscape.
- I. Discussion Regarding the Assignment of Individuals to Represent the District in Small Claims Court [[Director Memorandum No. 18-009 - Page 217 of 287](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-04.
- J. Discussion Regarding the Reimbursement Policy and Compensation Paid to Members of the Board of Directors Pursuant to Assembly Bill No. 1234 [[Director Memorandum No. 18-010 - Page 219 of 287](#)]
RECOMMENDED ACTION: No recommendation.
- K. Discussion Regarding Resolution No. 2018-05 Readopting Guidelines for Members of the Board of Directors [[Director Memorandum No. 18-011 - Page 224 of 287](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-05.
- L. Discussion Regarding the Review of Statement of Facts Required by Government Code Section 53051 [[Director Memorandum No. 18-012 - Page 229 of 287](#)]
RECOMMENDED ACTION: That by minute order, the Board directs the General Manager to file the Statement of Facts - Roster of Public Agencies Filing
- M. Catalog of Functional Computer Enterprise Systems Used by the Yucaipa Valley Water District [[Director Memorandum No. 18-013 - Page 232 of 287](#)]
RECOMMENDED ACTION: That the Board reviews and authorizes the publication of functional computer enterprise systems pursuant to Government Code Section 6270.5.
- N. Agreement to Provide Sewer Service to the Yucaipa Gateway Plaza Commercial Project - AM/PM Gas Station on Parcel 1 [[Director Memorandum No. 18-014 - Page 235 of 287](#)]
RECOMMENDED ACTION: That the Board approves Development Agreement No. 2018-01.

- O. Agreement to Provide Drinking Water Service to the Tract No. 14429 - McDougal Bros.
[[Director Memorandum No. 18-015 - Page 253 of 287](#)]
RECOMMENDED ACTION: That the Board approves Development Agreement No. 2018-02 upon final review and verification/identification of APN 0302-221-01.
- P. Agreement to Provide Drinking Water Service to Tentative Parcel Map No. 19822 - Cherry Croft Drive, Yucaipa [[Director Memorandum No. 18-016 - Page 277 of 287](#)]
RECOMMENDED ACTION: Pending

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
Negotiating Parties: Mesa Verde Ventures LLC c/o Betek Corporation Under
Under Negotiation: Terms of Payment and Price
- F. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9(b)) -
One Case

IX. ANNOUNCEMENTS

- A. January 30, 2018 at 4:00 p.m. - Board Workshop
- B. February 6, 2018 at 6:00 p.m. - Regular Board Meeting
- C. February 13, 2018 at 4:00 p.m. - Board Workshop
- D. February 20, 2018 at 6:00 p.m. - Regular Board Meeting
- E. February 27, 2018 at 4:00 p.m. - Board Workshop
- F. 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 19, 2017 at 6:00 P.M.

Directors Present:

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

Staff Present:

Joseph Zoba, General Manager
Allison Edmisten, Chief Financial Officer
Mike Kostelecky, Operations Manager
Jennifer Ares, Water Resource Manager
John Wrobel, Public Works Manager
Matthew Porras, Management Analyst
Kathryn Hallberg, Management Analyst

Directors Absent:

Bruce Granlund, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Linda Shelton, Customer

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 Lonni Granlund, Director Tom Shalhoub, and Director Chris Mann present. Director Bruce Granlund absent.

ROLL CALL

None

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

The motion was approved by the following vote:

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

Director Chris Mann - Yes
Director Tom Shalhoub - Yes

General Manager Joseph Zoba reported on the following items:

- The District staff participated in a meeting with the other participants in the Beaumont Maximum Benefit Program at the Regional Water Quality Control Board on Monday, December 18, 2017. The purpose of the meeting was to discuss a request from Beaumont Cherry Valley Water District to obtain recycled water from the City of Beaumont prior to the completion of desalination facilities by the City of Beaumont at the Beaumont Wastewater Treatment Plant.

Earlier this month the City of Beaumont requested the Yucaipa Valley Water District to consider a lease agreement for a portion of the Yucaipa Valley Regional Brineline. This lease would allow the City of Beaumont to defer the construction of their brineline. The District staff stated that the existing Yucaipa Valley Regional Brineline capacity is not available due to the concentrate disposal needs associated with the Yucaipa Valley Regional Water Supply Renewal Project which includes the Salinity and Groundwater Enhancement (SAGE) Project, and the Salinity Concentrate Reduction and Minimization (SCRAM) Project.

During the staff report, the Board generally concurred that the District's brineline would not be available for use by the City of Beaumont.

STAFF REPORT

DISCUSSION ITEMS:

Following a staff presentation by Chief Financial Officer Allison Edmisten, Director Lonni Granlund moved and Director Tom Shalhoub seconded a motion to receive and file the unaudited financial report.

The motion was approved by the following vote:

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

DM 17-111
PRESENTATION OF
THE UNAUDITED
FINANCIAL REPORT
FOR THE PERIOD
ENDING ON
NOVEMBER 30, 2017

Following a staff presentation by Water Resource Manager Jennifer Ares, Director Tom Shalhoub moved and Director Chris Mann seconded a motion to authorize the District staff to participate in the 2018 Water Conservation Campaign for a sum not to exceed \$22,400.

The motion was approved by the following vote:

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

Following a staff presentation by Management Analyst Matthew Porras, the board members provided direction, but no action was taken.

Following a staff presentation by General Manager Joseph Zoba, the board members provided direction, but no action was taken.

Following a staff presentation by General Manager Joseph Zoba, Director Lonni Granlund moved and Director Chris Mann seconded a motion to authorize the Board President to execute the Compensation Agreement with the City of Yucaipa.

The motion was approved by the following vote:

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

DM 17-112
CONSIDERATION OF
PARTICIPATING IN
THE 2018 REGIONAL
WATER
CONSERVATION
CAMPAIGN WITH THE
SAN BERNARDINO
VALLEY MUNICIPAL
WATER DISTRICT

DM 17-113
CONSIDERATION OF A
DEVELOPMENT
AGREEMENT WITH
NASSIF GOBRIAL FOR
PROPERTY LOCATED
AT 12278 5TH STREET,
YUCAIPA

DM 17-114
CONSIDERATION OF A
DEVELOPMENT
AGREEMENT WITH
MBTK HOMES FOR
SEWER SERVICE TO
PROPERTY LOCATED
ON AVENUE H,
YUCAIPA

DM 17-115
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 Tom Shalhoub reported on the Association of San Bernardino County Special Districts meeting on December 11, 2017.
- Director Tom Shalhoub reported on the Calimesa City Council meeting on December 18, 2017.
- Director Tom Shalhoub reported on the San Gorgonio Pass Water Agency meeting on December 18, 2017.
- Director Lonni Granlund reported on the Association of San Bernardino County Special Districts meeting on December 11, 2017.
- Director Chris Mann reported on the South Mesa Water Company meeting on December 13, 2017.

BOARD REPORTS &
DIRECTOR
COMMENTS

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

ANNOUNCEMENTS

Director Jay Bogh, Director Lonni Granlund, Director Chris Mann, and Director Tom Shalhoub were present in closed session with Legal Counsel David Wysocki, Chief Financial Officer Allison Edmisten, Water Resource Manager Jennifer Ares and General Manager Joseph Zoba to discuss the following items:

CLOSED SESSION

- 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

The Board Members reconvened out of closed session and legal Counsel David Wysocki reported that direction was provided to the General Manager, but no reportable action was taken in closed session.

The meeting was adjourned at 6:30 p.m.

ADJOURNMENT

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

Board Awarded Contracts
Consent Calendar Board Meeting - January 16, 2018

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	--	--	\$17,100	\$2,738	\$19,838							
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	\$99,483	\$99,483	(\$808)	-1%			(\$808)		
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) WS Oper	13-079	*-5-06-54109	--	\$90,000	\$82,500	\$7,500	\$90,000	\$0	0%	\$0				
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	\$72,354	\$3,949	\$76,303	\$17,597	19%	\$17,597				
Dudek (S-Operating) 2017-HMP in San Timoteo Creek	17-049 03-5-06-54109	\$59,620	--	\$59,620	\$25,900	\$4,651	\$30,551	\$29,069	49%	\$29,069				
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	\$6,690	\$5,295	\$11,985	\$77,765	87%	\$77,765				
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	\$143,787	\$4,077	\$147,864	\$24,142	14%	\$24,142				
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	\$9,753	\$0	\$9,753	\$27,973	74%	\$27,973				
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 Mmgt 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	--	--	\$110,059	\$23,847	\$133,906							

Board Awarded Contracts
Consent Calendar Board Meeting - January 16, 2018

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	--	--	\$25,000	\$5,000	\$30,000							
FY 2018 Quarterly Filing & Misc. Expenses		02-5-06-54109	--	--	\$225	\$0	\$225							
RMC Water & Environment														
TO#26, SRF Mgmt Svcs-Calimesa Regional Recycled Pipeline (R-FCC)	14-023	04-5-06-54109			\$95,692	\$67,597	\$0	\$67,597	29%				\$28,095	
Application to DDW for the Recharge at Wilson Creek Basins (R-Resvs)	15-086	04-19771	--		\$197,768	\$191,456	\$4,301	\$195,757	1%				\$2,011	
San Bernardino Valley Water District (W-Operating)	16-092	02-5-06-54099	\$16,195		\$38,595	\$16,194	\$0	\$16,194	58%	\$22,401				
iEfficient Wwater Conservation Campaign	17-112		\$22,400											
Scinor Water America/Pascal Ludwig (S- Reserves)	17-088	03-10311	--		\$215,000	\$0	\$0	\$215,000	100%			\$215,000		
Install UF Modules and Mesh Strainer AT WRWRF														
Separation Processes, Inc. (W-Reserves)		55-19200												
Design & Construction Supports Servs for NF SCRAM	15-047	02-14500			\$191,820	\$170,980	\$0	\$170,980	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	43%				\$18,539	
Feasibility Report for Wochholz SAGE Project	17-043	03-5-06-54109			\$67,575	\$66,201	\$0	\$66,201	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	\$23,900	\$0	\$23,900	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)	16-064	02-5-06-54109	--		\$72,200	\$17,860	\$0	\$17,860	75%	\$54,340				
Permitting of Recharge Oper at the Wilson Creek Spreading Basins														
Zerion Software (W/S/R-Operating)	17-085	*-5-06-54104	--		\$15,000	\$15,000	\$0	\$15,000	0%	\$0				
iForm Builder Support														
GRAND TOTALS					\$2,789,060	\$1,954,288	\$160,841	\$2,115,129	--	\$541,870	\$53,304	\$228,647	\$59,890	\$28,529
										\$541,870		\$341,841		\$28,529

Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/04/2017	30486	Addiction Medicine Consultants	\$ 90.00
12/04/2017	30487	American Water Works Assoc.	\$ 4,022.00
12/04/2017	30488	California Water Environment A	\$ 188.00
12/04/2017	30489	Water ISAC-Information Sharing	\$ 1,999.00
12/04/2017	30490	DAY, RICHARD	\$ 157.00
12/04/2017	30491	Atkinson, Andelson, Loya, Ruud	\$ 159.00
12/04/2017	30492	Standard Insurance Company	\$ 1,934.80
12/04/2017	30493	Workboot Warehouse	\$ 199.99
12/04/2017	30494	Berkshire Hathaway Homestate C	\$ 11,243.89
12/04/2017	30495	Standard Insurance Vision Plan	\$ 715.80
12/04/2017	30496	MetLife Small Business Center	\$ 205.07
12/04/2017	30497	WageWorks, Inc.	\$ 202.25
12/04/2017	30498	Boot Barn Inc.	\$ 1,000.00
12/04/2017	30499	Kathryn Hallberg	\$ 79.72
12/04/2017	30500	Blue Shield of California	\$ 1,817.80
12/04/2017	30501	Nippon Life Insurance Co. of A	\$ 2,323.62
12/04/2017	30502	Multi Service Technology Solut	\$ 597.42
12/04/2017	30503	Matthew M. Barlow	\$ 1,480.00
12/04/2017	30504	ADS, LLC	\$ 4,275.00
12/04/2017	30505	Ameripride Uniform Services	\$ 656.41
12/04/2017	30506	Best Home Center	\$ 6.78
12/04/2017	30507	Central Communications	\$ 283.95
12/04/2017	30508	Cliff's Pest Control, Inc.	\$ 85.00
12/04/2017	30509	Crown Ace Hardware - Yucaipa	\$ 586.65
12/04/2017	30510	CSMFO UNPOST	\$ 110.00
12/04/2017	30511	First American Data Tree, LLC	\$ 50.00
12/04/2017	30512	JB Paving & Engineering, Inc.	\$ 5,325.00
12/04/2017	30513	Raiset R. Santana and Adriana	\$ 48.25
12/04/2017	30514	Krieger & Stewart	\$ 54,543.08
12/04/2017	30515	SCCI, Inc.	\$ 350.00
12/04/2017	30516	Southern California Edison	\$ 37,221.56
12/04/2017	30517	South Coast A.Q.M.D.	\$ 1,517.22
12/04/2017	30518	Spectrum Business	\$ 1,834.00
12/04/2017	30519	The Gas Company	\$ 108.13
12/04/2017	30520	U.S. Telepacific Corp	\$ 2,440.83
12/04/2017	30521	Underground Service Alert Of S	\$ 209.65
12/04/2017	30522	Atlas Copco Compressors, LLC	\$ 1,789.39
12/04/2017	30523	Brenntag Pacific, Inc	\$ 11,506.09
12/04/2017	30524	Cal Duct Inc	\$ 329.18
12/04/2017	30525	Cemex Inc. USA	\$ 1,145.53
12/04/2017	30526	Doan and Hartwig Water Systems	\$ 1,201.67
12/04/2017	30527	David Sunden	\$ 308.40
12/04/2017	30528	Haaker Equipment Company	\$ 542.52
12/04/2017	30529	Hach Company	\$ 1,592.12
12/04/2017	30530	House Of Quality, Parts Plus	\$ 1,001.62
12/04/2017	30531	VOID CHECK	\$ -
12/04/2017	30532	Industrial Safety Supply Corp	\$ 861.66
12/04/2017	30533	Inland Water Works Supply Co.	\$ 5,104.08
12/04/2017	30534	Innerline Engineering	\$ 3,500.00
12/04/2017	30535	Lowe's Companies, Inc.	\$ 1,014.77
12/04/2017	30536	McCrometer, Inc.	\$ 144.01
12/04/2017	30537	Nuckles Oil Company, Inc.	\$ 4,088.84

Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/04/2017	30538	Nagem, Inc.	\$ 3,370.31
12/04/2017	30539	Redlands-Yucaipa Rentals Inc.	\$ 345.00
12/04/2017	30540	Redlands Automotive Sales, Inc	\$ 2,403.88
12/04/2017	30541	Sunstate Equipment Co., LLC	\$ 635.10
12/04/2017	30542	Uline, Inc.	\$ 54.50
12/04/2017	30543	Erin Anton	\$ 384.19
12/08/2017	30544	PAYROLL CHECK	\$ 2,163.41
12/08/2017	30545	PAYROLL CHECK	\$ 301.56
12/08/2017	30546	WageWorks, Inc.	\$ 1,305.51
12/08/2017	30547	IBEW Local 1436	\$ 476.00
12/08/2017	30548	California State Disbursement	\$ 115.38
12/08/2017	30549	California State Disbursement	\$ 397.38
12/08/2017	30550	Department of the Treasury - I	\$ 125.00
12/11/2017	30551	HARRISON CORPORATION	\$ 29.47
12/11/2017	30552	State Water Resources Control	\$ 70.00
12/11/2017	30553	State Water Resources Control	\$ 105.00
12/11/2017	30554	Ralph C. Casas	\$ 99.95
12/11/2017	30555	Ameripride Uniform Services	\$ 667.98
12/11/2017	30556	John F. Simister	\$ 495.70
12/11/2017	30557	C & B Crushing, Inc.	\$ 1,300.00
12/11/2017	30558	Cal's Towing	\$ 50.00
12/11/2017	30559	Corelogic, Inc.	\$ 330.00
12/11/2017	30560	Coverall North America, Inc.	\$ 1,021.00
12/11/2017	30561	Evoqua Water Technologies LLC	\$ 1,932.41
12/11/2017	30562	Fedex	\$ 35.13
12/11/2017	30563	Forbes Fabricators	\$ 156,056.55
12/11/2017	30564	Frontier Communications	\$ 148.46
12/11/2017	30565	Hitching Post MHP	\$ 699.00
12/11/2017	30566	InfoSend, Inc.	\$ 3,762.71
12/11/2017	30567	Raiset R. Santana and Adriana	\$ 122.53
12/11/2017	30568	Konica Minolta Business Soluti	\$ 944.26
12/11/2017	30569	McCrometer, Inc.	\$ 586.16
12/11/2017	30570	NetComp Technologies, Inc.	\$ 2,250.00
12/11/2017	30571	Northrop Gruman-IS	\$ 695.98
12/11/2017	30572	Pro-Pipe & Supply, Inc.	\$ 32.05
12/11/2017	30573	Q Versa, LLC	\$ 65,479.98
12/11/2017	30574	Red Alert Special Couriers	\$ 344.26
12/11/2017	30575	San Gorgonio Pass Water Agency	\$ 21,694.89
12/11/2017	30576	SB CNTY-Fire Hazard Abatement	\$ 300.00
12/11/2017	30577	Separation Processes, Inc.	\$ 4,903.00
12/11/2017	30578	Robert S. Stutz	\$ 5,600.00
12/11/2017	30579	State Water Resources Control	\$ 47,442.00
12/11/2017	30580	Tattletale Portable Alarm Syst	\$ 3,105.00
12/11/2017	30581	The Counseling Team Internatio	\$ 360.00
12/11/2017	30582	Yucaipa Valley Water District	\$ 9,621.09
12/11/2017	30583	Airgas, Inc.	\$ 955.56
12/11/2017	30584	John F. Simister	\$ 1,194.80
12/11/2017	30585	Brenntag Pacific, Inc	\$ 12,906.44
12/11/2017	30586	Cal-Mesa Steel Supply, Inc.	\$ 271.53
12/11/2017	30587	Grainger	\$ 241.86
12/11/2017	30588	Hasa, Inc.	\$ 7,924.86
12/11/2017	30589	Hudco, Inc.	\$ 8,780.00

Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/11/2017	30590	Industrial Safety Supply Corp	\$ 905.51
12/11/2017	30591	Inland Water Works Supply Co.	\$ 1,950.28
12/11/2017	30592	Harold J. Cossette	\$ 17,800.30
12/11/2017	30593	Mark A. Miller	\$ 24,976.00
12/11/2017	30594	Office Solutions Business Prod	\$ 689.76
12/11/2017	30595	P & R Paper Supply Co., Inc.	\$ 58.25
12/11/2017	30596	Donald Kent Stone	\$ 1,000.00
12/11/2017	30597	HD Supply Facilities Maintenanc	\$ 1,020.92
12/11/2017	30598	YVWD-Petty Cash	\$ 237.11
12/11/2017	30599	US Healthworks Medical Group,	\$ 314.25
12/11/2017	30600	Western Dental Services, Inc.	\$ 255.20
12/11/2017	30601	Workboot Warehouse	\$ 193.32
12/11/2017	30602	Boot Barn Inc.	\$ 1,274.74
12/11/2017	30603	Multi Service Technology Solut	\$ 398.71
12/11/2017	30604	CSMFO	\$ 880.00
12/18/2017	30605	Addiction Medicine Consultants	\$ 3,800.00
12/18/2017	30606	California Water Environment A	\$ 890.00
12/18/2017	30607	Steven Molina	\$ 149.00
12/18/2017	30608	Delta Partners, LLC	\$ 7,500.00
12/18/2017	30609	Dudek & Associates, Inc	\$ 15,756.50
12/18/2017	30610	Geoscience Support Services, I	\$ 15,181.00
12/18/2017	30611	One Stop Landscape Supply Inc	\$ 21,454.50
12/18/2017	30612	Platinum Advisors, LLC	\$ 5,125.00
12/18/2017	30613	RMC Water and Environment	\$ 12,641.60
12/18/2017	30614	Separation Processes, Inc.	\$ 3,452.50
12/18/2017	30615	VTD, Vavrinek, Trine, Day & CO	\$ 4,400.00
12/18/2017	30616	David L. Wysocki	\$ 3,375.00
12/18/2017	30617	Ameripride Uniform Services	\$ 821.96
12/18/2017	30618	AT&T Mobility	\$ 2,556.45
12/18/2017	30619	Best Home Center	\$ 3.44
12/18/2017	30620	BSK Associates	\$ 1,095.00
12/18/2017	30621	C & B Crushing, Inc.	\$ 50.00
12/18/2017	30622	CHJ Consultants	\$ 727.25
12/18/2017	30623	Cliff's Pest Control, Inc.	\$ 495.00
12/18/2017	30624	Clinical Laboratory of San Ber	\$ 6,759.00
12/18/2017	30625	Victor James Valenti	\$ 3,688.32
12/18/2017	30626	Lawyers Title	\$ 450.00
12/18/2017	30627	LUZ Investment Corp.	\$ 95.00
12/18/2017	30628	Ryan Process, Inc.	\$ 24,889.41
12/18/2017	30629	SB CNTY-Fire Hazard Abatement	\$ 100.00
12/18/2017	30630	Hadronex, Inc.	\$ 9,522.00
12/18/2017	30631	South Coast A.Q.M.D.	\$ 1,011.48
12/18/2017	30632	Association of San Bernardino	\$ 275.00
12/18/2017	30633	Spectrum Business	\$ 2,649.00
12/18/2017	30634	State Water Resources Control	\$ 649,273.50
12/18/2017	30635	State Water Resources Control	\$ 11,272.50
12/18/2017	30636	Zerion Software, Inc.	\$ 658.49
12/18/2017	30637	Airgas, Inc.	\$ 160.66
12/18/2017	30638	Luke's Transmission Inc.	\$ 726.46
12/18/2017	30639	Anthony Joseph Sobral	\$ 116.96
12/18/2017	30640	Brenntag Pacific, Inc	\$ 23,219.87
12/18/2017	30641	Core & Main LP	\$ 138.78

Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/18/2017	30642	DC Frost Associates, Inc.	\$ 11,173.36
12/18/2017	30643	David Sunden	\$ 878.11
12/18/2017	30644	Larry Cross	\$ 5,251.74
12/18/2017	30645	Fisher Scientific Co.	\$ 43.42
12/18/2017	30646	G&G Environmental Compliance, I	\$ 4,489.08
12/18/2017	30647	Inland Water Works Supply Co.	\$ 5,533.11
12/18/2017	30648	Nicholas C. Hendrickson	\$ 226.28
12/18/2017	30649	Nuckles Oil Company, Inc.	\$ 2,604.34
12/18/2017	30650	Nagem, Inc.	\$ 510.00
12/18/2017	30651	BlueTarp Financial, Inc.	\$ 203.87
12/18/2017	30652	Pro-Pipe & Supply, Inc.	\$ 1,097.09
12/18/2017	30653	SF CC Intermediate Holdings In	\$ 113.48
12/18/2017	30654	Vortex Industries. Inc.	\$ 13,884.50
12/22/2017	30655	PAYROLL CHECK	\$ 2,490.51
12/22/2017	30656	WageWorks, Inc.	\$ 1,305.51
12/22/2017	30657	PAYROLL CHECK	\$ 1.44
12/22/2017	30658	ADR Services, Inc.	\$ 2,445.00
12/22/2017	30659	California State Disbursement	\$ 115.38
12/22/2017	30660	California State Disbursement	\$ 397.38
12/22/2017	30661	Department of the Treasury - I	\$ 125.00
			<u>\$ 1,486,157.16</u>
12/08/2017	electronic pmt	IRS - PAYROLL TAXES	\$ 46,316.43
12/08/2017	electronic pmt	CA-EDD	\$ 8,279.99
12/08/2017	electronic pmt	VOYA-457	\$ 6,220.77
12/08/2017	electronic pmt	CA-PERS Supplemental Income 45	\$ 21,427.47
12/08/2017	electronic pmt	Public Employees' Retirement S	\$ 23,472.26
12/22/2017	electronic pmt	IRS - PAYROLL TAXES	\$ 52,004.80
12/22/2017	electronic pmt	CA-EDD	\$ 8,559.87
12/22/2017	electronic pmt	VOYA-457	\$ 8,323.09
12/22/2017	electronic pmt	CA-PERS Supplemental Income 45	\$ 18,971.10
12/22/2017	electronic pmt	Public Employees' Retirement S	\$ 23,746.56
			<u>\$ 217,322.34</u>

Staff Report



Yucaipa Valley Water District

Discussion Items



Yucaipa Valley Water District



Date: January 16, 2018

Prepared By: Jennifer Ares, Water Resource Manager

Subject: Public Hearing for the Initial Study / Mitigated Negative Declaration Related to the Maintenance of the Wilson Creek Basins and to Facilitate the Surface Recharge of Recycled Water

Recommendation: That the Board conducts a public hearing and receives comments prior to considering the adoption of Resolution 2018-01 Certifying the Final Mitigated Negative Declaration for the Wilson Creek Basins Water Recharge Project

Yucaipa Valley Water District (District) imports water for local groundwater recharge in the Wilson Creek Basins (Basins). San Bernardino County Flood Control District (SBCFCD) owns the flood control basins and San Bernardino Valley Municipal Water District has a Use Agreement with SBCFCD to operate the basins. The District is the primary agency that utilizes the Wilson Creek Basins for recharge activities.

The Project would provide for the recharge of highly treated recycled water from the Wochholz Regional Water Recycling Facility as well as the water from the State Water Project. This Project will increase the available water supplies to the District and provide the basic permits necessary for the District periodically scarify the bottom of the basins to maintain effective recharge at this location.



Pursuant to the requirements of the California Environmental Quality Act (CEQA), the District was required to prepare an Initial Study/Mitigated Negative Declaration for the proposed recharge of recycled water and maintenance at the Basins located adjacent to Wilson Creek.

PUBLIC HEARING PROCESS

The following process was developed to encourage and facilitate public participation by identifying when public comments and testimony are received during the agenda item.

RESOLUTION NO. 2018-01

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT CERTIFYING THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE WILSON CREEK BASINS WATER RECHARGE PROJECT

- _____ **Staff Presentation** - A District staff member will provide a brief presentation and overview of this agenda item.
- _____ **Questions by the Board of Directors to District Staff** - The Board President will ask if there are any questions at this time from board members based on the staff presentation.
- _____ **Open the Public Hearing** - The Board President will open the public hearing stating the time of day to be recorded in the board meeting minutes.
- _____ **Comments from the Public and Property Owners** - The Board of Directors will request written and oral comments from the public as part of the deliberation and consideration process. The Board of Directors will be focused on receiving information to assist in the decision-making process and will not answer questions or debate an issue. This portion of the public hearing process provides an opportunity for the public and property owners to enter information into the record that should be considered by the Board of Directors.
- _____ **Close the Public Hearing** - The Board President will close the public hearing stating the time of day to be recorded in the board meeting minutes.
- _____ **Final Comments by District Staff** - The District staff may provide additional information and clarification of issues discussed during the public hearing process to assist the deliberation by the Board of Directors.
- _____ **Questions by the Board of Directors** - The Board President will determine if there are any questions from the Board of Directors.
- _____ **Entertain a motion from the Board** - The Board President will ask for a motion from the Board of Directors based on information presented.

RESOLUTION NO. 2018-01

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT CERTIFYING THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE WILSON CREEK BASINS WATER RECHARGE PROJECT

WHEREAS, the Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the provisions of the County Water District Law of this State (Section 30000, et seq. of the Water Code); and

WHEREAS, the Yucaipa Valley Water District (the "District") has prepared a Mitigated Negative Declaration for the Wilson Creek Basins Water Recharge Project (the "Project").

WHEREAS, pursuant to Section 15072 of the California Environmental Quality Act (CEQA) guidelines, the District has made the Mitigated Negative Declaration available for public review to receive comments on the proposed Project.

WHEREAS, the District held a duly-noticed public hearing on January 16, 2018 to determine the adequacy of the Mitigated Negative Declaration and if adequate shall certify the document as compliant with CEQA.

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

Section 1. Based on the Mitigated Negative Declaration, the comments received thereon, and the record before the Board of Directors, the Board hereby finds that the environmental documentation prepared for the Project represents the independent judgment of the Board and the District and that, with implementation of the mitigation monitoring, reporting and compliance program, there is no substantial evidence that the approval of the Project will have any significant environmental impact. The documents and other material which constitute the record on which this decision is based are located in the District's office, located at 12770 Second Street, Yucaipa, California, and are in the custody of the Secretary.

Section 2. Based upon the foregoing, the Board hereby adopts the Mitigated Negative Declaration.

Section 3. The Board hereby orders that the Mitigation Monitoring, Reporting and Compliance Program shall be implemented as set forth.

PASSED, APPROVED and ADOPTED this 16th day of January 2018.

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



Initial Study/Mitigated Negative Declaration for the Wilson Creek Basins Water Recharge Project

DRAFT



December 2017

Prepared for
Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399



Wilson Creek Basins Water Recharge Project
Administrative Draft Initial Study / Mitigated Negative Declaration



Draft

**Initial Study/Mitigated Negative Declaration
for the
Wilson Creek Basins
Water Recharge Project**

Prepared for
**Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399**

**P.O. Box 730
Yucaipa, California 92399**

**Jennifer Ares
jares@yvwd.dst.ca.us**

Prepared by



National Experience. Local Focus.



December 2017

Wilson Creek Basins Water Recharge Project
Administrative Draft Initial Study / Mitigated Negative Declaration

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Wilson Creek Basins Water Recharge Project
Administrative Draft Initial Study / Mitigated Negative Declaration

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Wilson Creek Basins Water Recharge Project
Administrative Draft Initial Study / Mitigated Negative Declaration

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Acronyms and Abbreviations

AB	Assembly Bill
AFY	Acre feet per year
AQMP	Air Quality Management Plan
BMP	Best Management Practice
BO	Biological Opinion
BRA	Biological Resources Assessment
BUOW	Burrowing Owl
CAA	Clean Air Act
CAAQS	California Ambient Air Quality Standards
CAP	Climate Action Plan
CARB	California Air Resources Board
CAGN	Coastal California Gnatcatcher
CalEEMod	California Emissions Estimator Model
CCR	California Code of Regulations
CDF	California Department of Forestry
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
CFGF	California Fish and Game Code
CGS	California Geological Survey
CML&C	Cement Mortar Lined & Coated
CMU	Concrete Masonry Unit
CN	Neighborhood Commercial
CWA	Clean Water Act
CO ₂ e	Carbon Dioxide Equivalent
CZMA	Coastal Zone Management Act
DAC	Disadvantaged Community
dBA	Decibels
DPR	Department of Parks and Recreation
DWR	Department of Water Resources
EDA	Economically Disadvantaged Area
EIR	Environmental Impact Report
EO	Executive Order
FESA	Federal Endangered Species Act
FHSZ	Fire Hazard Severity Zone
FPPA	Farmland Protection Policy Act
GHG	Greenhouse Gas Emissions
GRRP	Groundwater Recharge and Replenishment Project
IS/MND	Initial Study/Mitigated Negative Declaration
JD	Jurisdictional Delineation
LUST	Leaking Underground Storage Tank
MG	Million Gallons
MHI	Median Household Income

Wilson Creek Basins Water Recharge Project
 Administrative Draft Initial Study / Mitigated Negative Declaration

MLD	Most Likely Descendant
MRZ	Mineral Resource Zone
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NPDES	National Pollutant Discharge Elimination System
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
OHWM	Ordinary High-Water Mark
RCEM	Road Construction Emissions Model
RS	Single Residential
RWQCB	Regional Water Quality Control Board
RAFSS	Riversidean Alluvial Fan Scrub
SB	Senate Bill
SBKR	San Bernardino Kangaroo Rat
SBCFCD	San Bernardino County Flood Control District
SBVMWD	San Bernardino Valley Municipal Water District
SCAB	South Coast Air Basin
SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SHPO	State Historic Preservation Officer
SIP	State Implementation Plan
SMARA	Surface Mining and Reclamation Act
SOI	Sphere of Influence
SWPPP	Stormwater Pollution Prevention Plan
SWRCB	State Water Resources Control Board
USA	Underground Services Alert
USACE	United States Army Corps of Engineers
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey
WTKI	White-tailed Kite
WRWRF	Wochholz Regional Water Recycling Facility
YVRWFF	Yucaipa Valley Regional Water Filtration Facility
YVWD	Yucaipa Valley Water District

Chapter 1 Introduction

1.1 Project Information

1. **Project Title:** Wilson Creek Basins Water Recharge Project
2. **Lead Agency Name and Address:** Yucaipa Valley Water District
3. **Contact Person and Phone Number:** Jennifer Ares, Water Resource Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399
909-790-3301
4. **Project Location:** City of Yucaipa
5. **Project Sponsor's Name:** Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399
6. **General Plan Designation:** The Wilson Creek Basins are owned and operated by the San Bernardino County Flood Control District (SBCFCD). The City of Yucaipa General Plan designates the Wilson Creek Basins Water Recharge Project (Project) site as Institutional (IN) and Neighborhood Commercial (CN). (City of Yucaipa, General Plan, adopted April 2016). An adjacent area located along Oak Glen Road is designated as Single Family Residential (RS).
7. **Zoning:** The City of Yucaipa Land Use District/Zoning Map designates the Project site as Institutional (IN) and Neighborhood Commercial (CN).
8. **Description of Project:** The Project would provide additional recharge of the Yucaipa groundwater subbasin by surface application of highly treated recycled water from the Wochholz Regional Water Recycling Facility (WRWRF) at the Wilson Creek Basins (Basins), as well as surface application of surplus water from the State Water Project (SWP) delivered via the SWP East Branch Extension. The Yucaipa subbasin is located within the Upper Santa Ana Valley groundwater basin, and currently serves as a local source of drinking water that is recharged by natural underflow from upgradient groundwater subbasins, as well as by deep percolation of precipitation and streambed infiltration. The Wilson Creek Basins are currently used to recharge SWP water and have a 7,000 afy recharge capacity. If SWP water is unavailable, additional diluent may be provided by applying potable water to the Wilson Creek Basins from the Yucaipa Valley Regional Water Filtration Facility (YVRWFF), located adjacent to the spreading basins. A new pipeline will be constructed to convey recycled water from Yucaipa Valley Water District (the District)'s existing recycled water distribution system to the Wilson Creek Basins, as well as a new booster pump station and up to two monitoring wells.

The District was recently informed of additional SWP water supply available to the District for purchase. The District intends to purchase the additional water from two SWP wholesaler contractors, San Bernardino Valley Municipal Water District (Valley District) and San Geronimo Pass Water Agency (SGPWA), for purposes of recharging the Basins year-round as available.

No new pipeline construction would be needed to provide surplus SWP water to the Basins, given that SWP pipeline infrastructure used to provide SWP water to the Basins already exists.

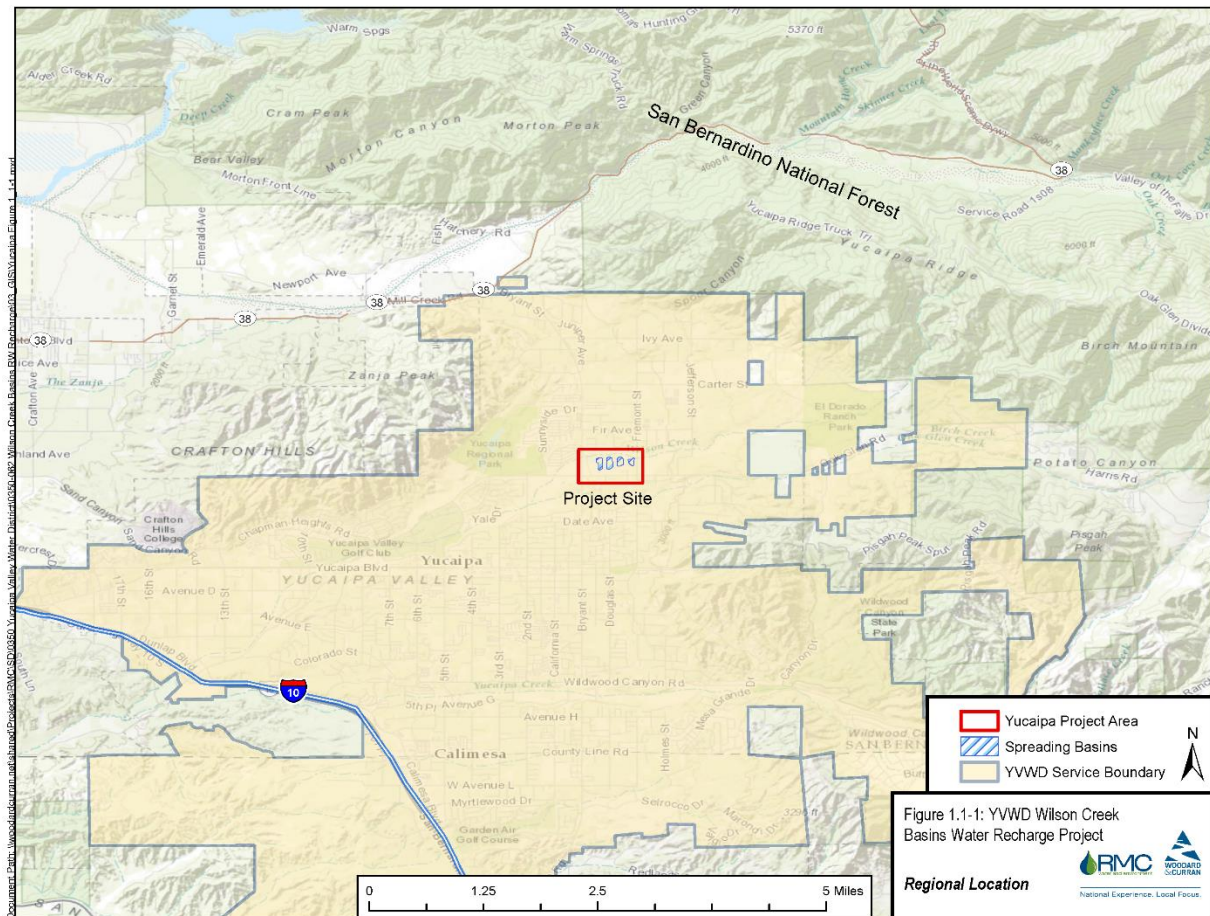
9. Surrounding Land Uses and Setting: The proposed Project is in the City of Yucaipa, San Bernardino County, California, on property owned by the County of San Bernardino used and ground water recharge. This area is locally known as the Wilson Creek Basins. The Project site lies in an area bounded by Wilson Creek and a residential neighborhood to the north; Fremont Street to the east; Oak Glen Road to the south; and Bryant Street to the west. The Crafton Hills lie to the north and west, while the San Bernardino National Forest is to the east (**Figure 1.1-1: Regional Location**). The Project site can be accessed from Bryant Street, along an existing gated flood control basin access road. The Project site is depicted on the U.S. Geological Survey (USGS) 7.5-minute series Yucaipa Topographic Quadrangle (Section 30, Township 1S, Range 1W) (**Figure 1.1-2: Project Site Location**).

10. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement): The following state, and local agencies as listed in **Table 1.1-1** below:

Table 1.1-1: Approvals or Permits Needed for Project

Agency	Level of Participation
San Bernardino County Flood Control District	1. Landowner – easement / encroachment permit
San Bernardino Valley Municipal Water District	2. State Water Project water supplier – purchase agreement
Santa Ana Regional Water Quality Control Board	3. National Pollutant Discharge Elimination System (NPDES) General Construction Permit – for construction activities 4. National Pollutant Discharge Elimination System (NPDES)/Waste Discharge Requirements (WDRs) – amend 2015 permit for discharge to Basins
State Water Resources Control Board, Division of Drinking Water	5. Groundwater Recharge and Replenishment Project (GRRP) – compliance with Title 22 as part of NPDES/WDRs
City of Yucaipa	6. Encroachment Permits – Oak Glen Road and Fremont Street (under Scenario 1) 7. Traffic Control Plan – review and approval

This document is a Draft Initial Study/Mitigated Negative Declaration (IS/MND) that addresses the potential environmental impacts of the Wilson Creek Basins Water Recharge Project. This IS/MND has been prepared by the District as lead agency under the California Environmental Quality Act (CEQA).





1.2 CEQA Process

In accordance with CEQA Guidelines §15073, this IS/MND is being circulated to local and state agencies, and to interested organizations and individuals who may wish to review and comment on the report. The District has circulated the Draft IS/MND to the State Clearinghouse and interested entities for distribution and public review (December 11, 2017 – January 12, 2018). The District will evaluate comments received on the Draft IS/MND, and will prepare responses to address any substantial evidence that the proposed Project could have a significant impact on the environment. If there is no such substantial evidence, the District as lead agency will adopt the MND in compliance with CEQA. Written comments should be submitted to the District by 5:00 PM on January 12, 2018.

Submit comments to:

Ms. Jennifer Ares, Water Resource Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399
jares@yvwd.dst.ca.us

This IS/MND and any comments received during the public review process will be considered by the District's Board of Directors at a public hearing on January 16, 2018 at Yucaipa Valley Water District, 12770 Second Street, Yucaipa, CA 92399.

1.2.1 Scope and Use of this Document

This IS/MND provides an assessment of the potential impacts to environmental resources that would result from implementing the proposed Project. The discussion and level of analysis are commensurate with the expected magnitude and severity of each impact to environmental resources. This document evaluates the potential for impacts to resource areas identified in Appendix G of the CEQA Guidelines. These resource areas are listed in *Section 1.3 Environmental Factors Potentially Affected* below.

1.2.2 Impact Terminology

The anticipated environmental impacts are identified for each of the resource areas listed above. The level of significance for each resource area is described using CEQA terminology as specified below:

- **Potentially Significant.** Adverse environmental consequences that have the potential to be significant according to the threshold criteria identified for the resource, even after mitigation strategies are applied and/or an adverse effect that could be significant and for which no mitigation has been identified. If any potentially significant impacts are identified, an Environmental Impact Report (EIR) must be prepared to meet the requirements of CEQA.
- **Less Than Significant with Mitigation Incorporated.** Adverse environmental consequences that have the potential to be significant, but can be reduced to less than significant levels through the application of identified mitigation strategies that have not already been incorporated into the proposed project.

- **Less than Significant.** Potential adverse environmental consequences have been identified. However, they are not so adverse as to meet the significance threshold criteria for that resource. Therefore, no mitigation measures are required.
- **No Impact.** No adverse environmental consequences have been identified for the resource or the consequences are negligible or undetectable. Therefore, no mitigation measures are required.

1.3 Environmental Factors Potentially Affected

The proposed Project could potentially affect ("Potentially Significant" or "Less than Significant with Mitigation Incorporated") the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor and identifies where mitigation measures would be necessary to reduce all impacts to less than significant.

	Aesthetics		Hazards and Hazardous Materials		Recreation
	Agriculture and Forestry Resources		Hydrology and Water Quality		Transportation/Traffic
	Air Quality		Land Use and Planning		Utilities and Service Systems
X	Biological Resources		Mineral Resources		Environmental Justice
X	Cultural Resources		Noise	X	Mandatory Findings of Significance
	Geology and Soils		Population and Housing		
	Greenhouse Gas Emissions		Public Services		

DETERMINATION: (To be completed by Lead Agency)

Based on this Initial Study:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an environmental impact report is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT (EIR) is required, but it must analyze only the effects that remain to be addressed.

- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, no further environmental documentation is required.

Signature

Date

Jennifer Ares

Yucaipa Valley Water District

Printed Name

For

Chapter 2 Project Description

2.1 Project Context

The District is a self-governing special district formed in 1971 and organized under laws of the State of California to provide drinking water services, sewer services, recycled water services, salt management and disposal, watershed protection, and groundwater management. The District's service area encompasses a population of approximately 51,000 people, covering approximately 40 square miles in the City of Calimesa, the City of Yucaipa, and certain unincorporated portions of Riverside and San Bernardino Counties. At full build-out, the District is expected to serve a population of more than 100,000 people over a 68-square mile area. The geographic extent of the District's service area was shown in **Figure 1.1-1**, in Chapter 1: Introduction.

The District proposed the Wilson Creek Basins Water Recharge Project (Project) to enhance local water supplies for its service area and reduce reliance on imported water, while also contributing to sustainable management of the Yucaipa groundwater subbasin, which is located within the Upper Santa Ana Valley groundwater basin.

2.2 Project Site Setting

The Project area is near Wilson Creek, but no Project activities would take place within the stream course. Wilson Creek is an ephemeral stream course, carrying only small storm flows, as evidenced by a narrow, subtly defined bed and bank. A narrow course of deposition can be observed, along with a mildly cut bank and associated erosion. The vegetation observed at Wilson Creek is upland and disturbed shrub habitat. The common plant species that can be observed in the area include native California buckwheat (*Eriogonum fasciculatum*), native rabbitbrush (*Ericameria nauseosa*), non-native brome grasses (*Bromus* spp.), tree tobacco (*Nicotiana glauca*) and tamarisk (*tamarix*). The stream course and shallow groundwater do not provide enough water to support riparian vegetation. **Figure 2.4-1** is an aerial view of the Project site showing the site's relationship to Wilson Creek. Additional photos of the Project site can be seen in Appendix A.

2.3 Project Objectives

The primary objectives of the proposed Project include the following:

- Increase groundwater replenishment opportunities in the Yucaipa subbasin with local and imported water resources;
- Treat and reuse wastewater for groundwater recharge to meet existing and future needs within the District's service area;
- Increase the use of recycled water to continue efforts toward resolving regional water supply challenges in a cost effective and environmentally responsible manner; and
- Use surplus State Water Project (SWP) water resources for groundwater recharge.

2.4 Project Description

The Project would recharge the Yucaipa subbasin, which serves as a local source of drinking water, through surface application of highly treated recycled water from the Wochholz Regional Water Recycling Facility (WRWRF), as well as surface application of surplus water from the SWP delivered via the SWP East Branch Extension. If SWP water is unavailable, the Project would provide additional diluent water from the Yucaipa Valley Regional Water Filtration Facility

(YVRWFF), located adjacent to the Wilson Creek Basins. The Project's operational phase is planned to start in late 2018, with an initial groundwater recharge rate of up to 5,000 acre-feet per year (afy) of recycled water. The duration of groundwater recharge and flow to the basins from the SWP would depend on the total amount of water ordered for the year by the District, as well as the infiltration rate within the basins for recharge. Historical purchases of SWP recharge water from 2002-2015 have ranged from 14 afy up to 4,602 afy.

The Wilson Creek Basins are currently used to recharge SWP water and have a 7,000 afy recharge capacity. The District was recently informed by the SWP of additional potable water supply available to the District for purchase. The District intends to purchase the additional water from two SWP wholesaler contractors, San Bernardino Valley Municipal Water District (Valley District) and San Geronimo Pass Water Agency (Pass Agency), for purposes of recharging the basins year-round as available.

The SWP and recycled recharge water would mix with existing groundwater and underflow sources, and would be available for extraction by the District for potable water supply as allowed by its National Pollutant Discharge Elimination System (NPDES)/Groundwater Recharge and Replenishment Project (GRRP) permit. By implementing this Project, the District would have a new reliable local water supply source that could reduce water imports and contribute to replenishment of the Yucaipa subbasin with high quality water.

Table 2.4-1 shows the District's current water supply mix as of 2015, as well as projected future supply mixes up to the year 2040.

Figure 2.4-1: Photo of Wilson Creek, South Facing



Table 2.4-1: Yucaipa Valley Water District Water Supply Mix

Water Supply	Water Supply Detail	Water Quality	2015	2020	2025	2030	2035	2040
Groundwater	Groundwater Supplies	Drinking Water	4,904	9,000	9,000	9,000	9,000	9,000
Surface Water	Oak Glen Surface Water Filtration Facility	Drinking Water	233	500	500	500	500	500
Purchased or Imported Water	Yucaipa Valley Regional Water Filtration Facility	Drinking Water	4,587	14,900	15,875	16,500	17,700	16,390
Recycled Water	Wochholz Regional Water Recycling Facility	Advanced Tertiary	n/a	4,479	5,038	5,598	6,158	6,718
Total			9,724	28,879	30,413	31,598	33,358	32,608

Note: Yearly water supply volumes in thousand acre feet.

Source: Water Systems Consulting, 2015 San Bernardino Valley Regional Urban Water Management Plan.

This IS/MND evaluates the potential environmental impacts associated with construction of the infrastructure needed to integrate the WRWRF recycled water resources into the Project site, as well as operations and maintenance activities associated with proposed SWP and recycled water recharge activities.

Permitting specifically for recycled water recharge practices in the basins would comply with Article 5.1 of the Title 22 Groundwater Recharge and Replenishment Project regulations, which address surface spreading of recycled water. Title 22 of the California Code of Regulations (CCR) regulates the use of recycled water via water quality standards and treatment reliability criteria for recycled water, and the State Water Resources Control Board (SWRCB) is responsible for regulating the use of recycled water in California. CCR Title 22, Division 4, Chapter 3, Article 3, Uses of Recycled Water, identifies the allowable end uses for recycled water and the associated minimum treatment requirements for each end use. The CCR allows recycled water, blended with a diluent source such as water from the SWP, to be applied to surface recharge basins for purposes of groundwater replenishment, to meet treatment requirements for disinfected tertiary recycled water (CCR Title 22, Division 4, Chapter 3, Article 5.1, Section 60320.108).

The basins were constructed by the SBCFCD between 1960 and 1963, with the purpose of artificially recharging excess surface runoff from Wilson Creek and Mill Creek. Table 2.4-2 shows existing inflows of surface water runoff, recycled water, and SWP water into the Wilson Creek Basins, as well as projected inflows from those sources.

Table 2.4-2: Existing and Projected Wilson Creek Basin Inflows

Water Source	Existing Inflows	Projected Inflows
Recycled Water	0	1,250
SWP Water	560	3,750

Note: Yearly water source volumes in acre feet. Projected inflows are for Year 2019.

Source: Draft Title 22 Engineering Report, Wilson Creek Spreading Basins Groundwater Replenishment Reuse Project.

The Wilson Creek Basins are off-stream, and surface water flows do not flow into the basins. There is the capability only when a control structure within the forebay (Basin 1) is opened to allow extreme high flows from the creek through a culvert. The three primary spreading basins are separated by dikes and are interconnected by control structures and culverts. A terminal stilling basin with a serpentine channel can be used to return flows to Wilson Creek downstream of the basins; however, this never occurs under the current operating scheme. The primary characteristics of the basins are as follows:

- Basin 1: forebay
- Basin 2: storage of 7.0 million gallons (mg) of water (with 2-foot freeboard), and bottom surface area of 3.5 acres.
- Basin 3: storage of 7.0 mg (with 2-foot freeboard), and bottom surface area of 4.2 acres.
- Basin 4: storage of 5.25 mg (with 2-foot freeboard), and bottom surface area of 3.2 acres.

The overall spreading basins site, including access roads, forebay, and discharge structures, encompasses approximately 40 acres.

A significant portion of the Project facilities are existing and operational. The District currently provides recycled water to customers throughout its service area for direct non-potable use (e.g., irrigation). This recycled water is produced at the WRWRF, where fully disinfected tertiary water is produced. The existing recycled water distribution infrastructure can transport the recycled water from the WRWRF to the vicinity of the basins property. This distribution infrastructure consists of existing pipelines, reservoirs and pump stations, which the District intends to maintain and expand over time.



Photo Inset 1: Wilson Creek Basins, looking south at Basin 2.

The existing basins are currently used for the infiltration of storm water and SWP water via a dedicated turnout structure from the SWP East Branch Extension pipeline (see *Photo Inset 1*). The infrastructure needed to convey the surplus SWP water to the basins already exist and is referred to as the Wilson Creek Turnout (WCT), which is owned and operated by Valley District. The WCT provides flow control of water deliveries to the basins for groundwater recharge purposes. Valley District installed a 48-inch diameter welded steel pipeline with three 36-inch diameter welded steel pipeline laterals to three of the four recharge basins in 1986. The existing system has a flow capacity up to

70 cubic feet per second (CFS) for water discharge to the basins. The turnout includes a 24-inch flow meter, 36-inch in-line butterfly valve, a motorized 24-inch discharge butterfly valve, and an array of flow control and pressure relief valves used for controlling discharge into the basins.

A new booster pump station and pipeline would be required to convey recycled water from the existing recycled water system to the basins. The booster pump station would be located on the District's property, just inside the front entrance to the YVRWFF on Oak Glen Road (see *Photo Inset 2*). The pump station would be housed within a 20 ft by 20 ft structure, approximately 16 ft in height (containing two 75 HP pumps). The pumps would draw from a below grade wet well, which would be a 16 ft by 12 ft concrete structure.

The recycled water pipelines would be 24-inch wide cement mortar lined and coated (CML&C) pipe. Two proposed recycled water pipeline alignment scenarios are being considered:



Photo Inset 2: Booster pump station location, entrance to YVRWFF.

Scenario RW1: The new recycled water pipeline would extend from a proposed booster pump station on Oak Glen Road easterly to Fremont Street, where it would turn northerly to Basins 1 and/or 2 located along Fremont Street (furthest point east on the Project site). A valve would be located at Basins 1 and/or 2 to allow for recycled water discharge via energy dissipation structures. Flow would be by gravity from Basins 1 and/or 2 to Basins 3 and 4 via the existing flow control structures within the berms. The discharge ends of the pipe would be equipped with flap valves to ensure they close when water is not flowing. The outlet structure would be constructed as follows:

- Basin 1 (far east): 20-foot long by 6.5-foot wide concrete channel leading to a 60-foot long by 12-foot wide grouted riprap apron.
- Basin 2 (third from west): 20-foot long by 6.5-foot wide concrete channel leading to a 60-foot long by 12-foot wide grouted riprap apron

Scenario RW2: The recycled water pipeline would originate within the maintenance access road along the crest of the south berm, extending from the existing recycled water pipeline to Basin 2 (third from west). To offer operational flexibility, the pipe would be fitted with butterfly valves placed at all three directions of the pipe connection tee. Additional valves would be located at each spreading basin to allow for individual basin recharge via turnouts and energy dissipation structures. These energy dissipation structures are anticipated to consist of a concrete channel built at a 2% slope, leading to a grouted riprap apron. The discharge ends of the pipes would be equipped with flap valves to ensure they close when water is not flowing. The outlet structures would be constructed as follows:

- Basin 2 (third from west): 15-foot long by 6.5-foot wide concrete channel leading to a 60-foot long by 12-foot wide grouted riprap apron.
- Basin 3 (second from west): 20-foot long by 6.5-foot wide concrete channel leading to a 30-foot long by 12-foot wide grouted riprap apron.
- Basin 4 (furthest west): 15-foot long by 6.5-foot wide concrete channel leading to a 30-foot long by 12-foot wide grouted riprap apron.



Photo Inset 3: Scenario RW1 recycled water pipeline location, Oak Glen Road.



Photo Inset 4: Scenario RW2 recycled water pipeline location, basin access road.

Figure 2.4-2 illustrates the Project's existing and proposed pipeline, booster pump station, and monitoring well infrastructure.

Table 2.4-3 summarizes the existing and proposed facilities which would be utilized by the Project.

The pipelines would be constructed in a 5- to 10- ft wide trench along the alternative alignments on Oak Glen Road/Fremont Street or within the basin access roads (see *Photo Inset 3 and 4*). The pipeline construction zone would be up to 40 feet wide.

Two monitoring wells would be required downgradient of the basins to test the recharging recycled water and track its travel time during Project operations. Pending approval, existing wells have been identified that could be used for this purpose. Otherwise, up to two new monitoring wells would be installed, one on the YVRWFF site and one adjacent to an existing potable tank (see *Photo Inset 5*). Monitoring well sites are typically 10 ft by 10 ft footprint for the wellhead, with up to 100 ft by 100 ft disturbance area for the drill rig (if necessary).



*Photo Inset 5
Monitoring well location, adjacent to potable tank.*

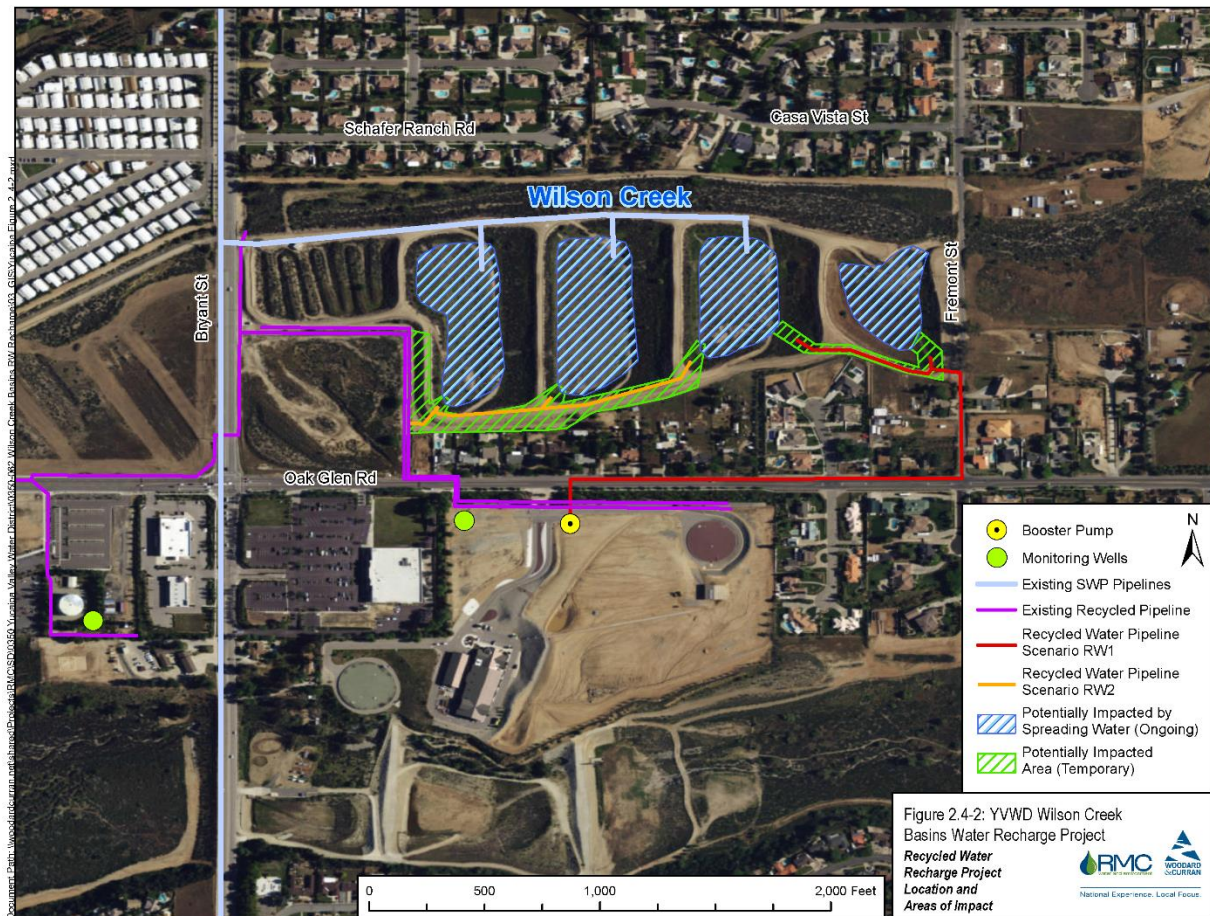


Table 2.4-3: Existing and Proposed Facilities for Project

Existing Facilities to be Used by Project	Proposed Facilities to be Used by Project
WRWRF – produces tertiary treated recycled water	Pump station – would pump product water to Wilson Basins
Recycled water pipelines – convey recycled water to Wilson Basins vicinity	Recycled water pipelines – would convey product water from existing 24" recycled water pipeline to new Basin 1 outlet structure
Wilson Creek Basins – 4 recharge basins (existing operation for SWP recharge)	Basin outlet structure(s) – for discharge of recycled water to the basins (depending on scenario)
Wilson Creek Turnout – convey SWP water to Wilson Basins, Basin 2 outlet structure	Two monitoring wells – to monitor groundwater quality down gradient of recharge

Figure 2.4-3 is an aerial image that illustrates the Project's footprint in the Project site's basin and rip-rap area as it would appear after Project implementation.

The District would utilize the new pipeline, valving, and turnouts to distribute recycled water from existing District recycled water system to Basins 2, 3, and 4. The existing booster pumps at Reservoir 12.1 have sufficient power to provide approximately 3,500 gallons per minute to the furthest basin (Basin 4), if the upstream valve connecting to Reservoir 14.1 is closed. Water could also be recharged from Reservoir 14.1 to the nearest two basins (Basins 1 and 2), if sufficient water is stored in the reservoir and the valve downstream of the main is closed.

2.5 Construction Methods

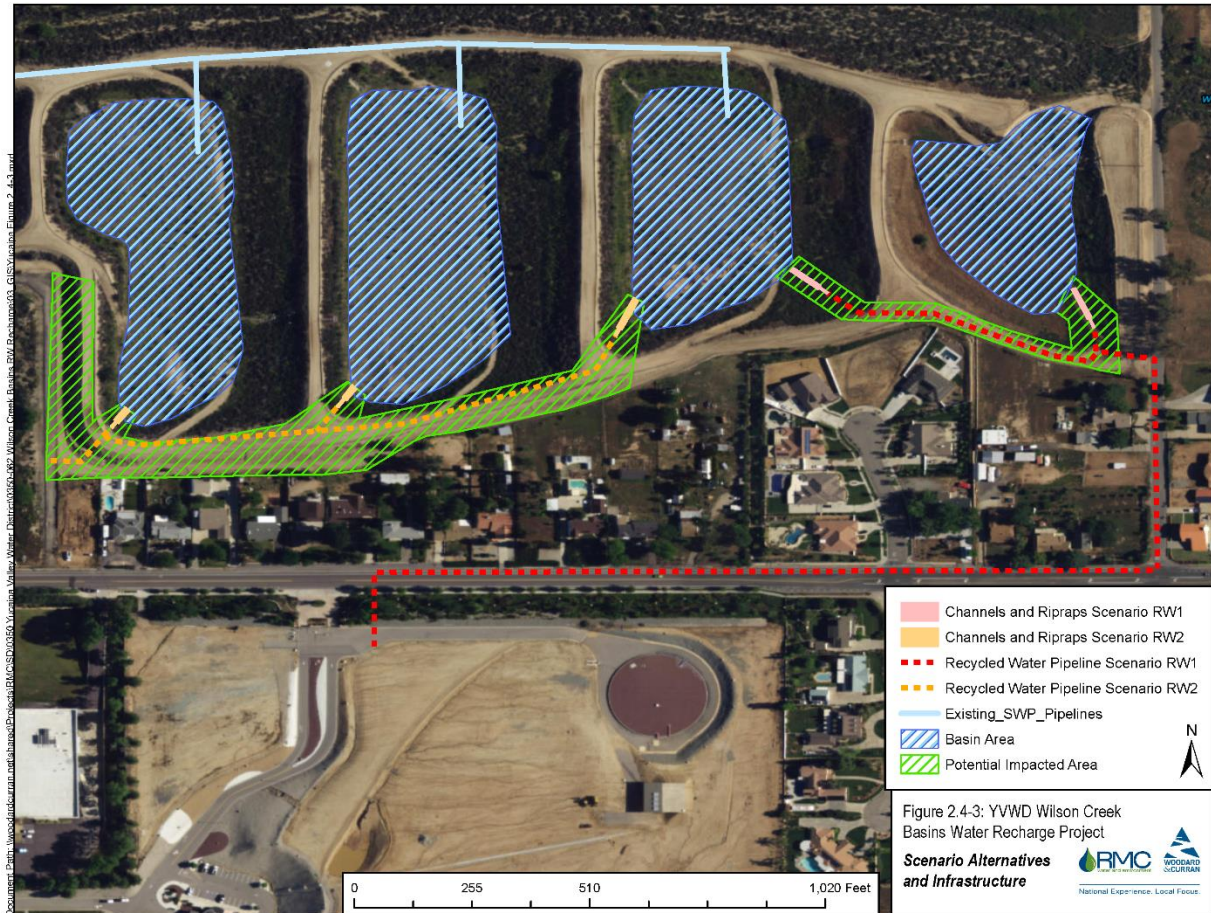
Construction of the Project is expected to begin in 2018. The Project's maximum area of disturbance during the construction period, not including basin scarification activities, would encompass no more than 4,000 square feet, or about 0.09 acres. All construction activities would occur within the fenced lands owned by SBCFCD in the Wilson Creek Basins, and directly south on District property. Most disturbance activities would occur on access roads in the basin area.

Project construction activity would occur in one phase, with construction lasting approximately one month, and occurring between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, excluding federal holidays. The spreading basins would be dry during construction regardless of the time of year, except during a precipitation event. Storm runoff seldom reaches the basins, especially the fifth in-line, serpentine basin. In addition, no deliveries of SWP water for recharge would be undertaken during construction.

2.5.1 Pipeline Construction

Pipeline segments would be installed within existing City of Yucaipa roadway rights-of-way, SBCFCD property, and District property. Typical pipeline construction processes are described below:

- **Staging Area** - A staging area would be required to store pipe, construction equipment, and other construction-related material. The staging area would be located on District property south of the Wilson Creek Basins.
- **Surface Preparation** - Surface preparation involves removing structures (such as fences), pavement, and/or vegetation from the trench area. Equipment includes jack hammers, pavement saws, graders, bulldozers, loaders, and trucks.



- **Trench Excavation/Shoring** - A backhoe, excavator, or trencher would be used to dig trenches for pipe and conduit installation. In general, trenches would have vertical side walls to minimize the amount of soil excavated. Soils excavated from the trenches, if of suitable quality, would be stockpiled alongside the trench or in staging areas for later reuse in backfilling the trench. If not reusable, the soil would be hauled off site for disposal. In general, pipe trenches would be 5- to 10- feet wide and 5- to 10-feet deep.

Pipeline trenches, in any given location, would be open for two to three days on average. During construction, vertical wall trenches would be temporarily "closed" at the end of each work day, by covering with steel plates or backfilled. Trenches would be backfilled with either reused excavated soil or imported material. Native soil would be reused for backfill to the greatest extent possible.

- **Surface Restoration** - After the pipe is installed, the ground surface would be restored. When the pipe is installed in a paved roadway, the pavement would be restored with new asphalt or concrete to match the surrounding road type. Final repaving would be done after pipeline installation and testing is completed for a whole street width, lane width, or trench width.

2.5.2 Facility Construction

Typical construction activities involved in the construction of the new booster pump station and potential monitoring wells include the following:

- **Site Preparation and Earthwork** - This phase of construction may involve tree and brush removal, if necessary, followed by grading. It is expected that the contractor would attempt to balance cut and fill quantities within the construction area to the extent feasible. Following rough grading, additional excavation would bring the site to final grade and allow for preparation for underground piping and structural slabs. Additional site work may include paving, temporary and permanent security fencing, and site lighting.
- **Well Boring** – Monitoring well construction would utilize a reverse rotary drilling method, which consists of a drill pipe or drill stem couple to a drilling bit that rotates and cuts through the soil. The cuttings produced from the rotation of the drilling bit would be transported to the surface by drilling fluids (water, drilling mud) or air. The water, drilling mud or air would be forced down through the drill pipe, and out through the bottom of the drilling bit. The cuttings then would then be lifted to the surface within a concentric drill stem. Except in the case of air rotary, the drilling fluid would provide a hydrostatic pressure that would reduce or prevent borehole collapse.
- **Structural Improvements** - Prior to pouring concrete, structural forms, rebar, and conduits would be installed for facilities. After the concrete is poured, it would be finished and cured before the forms are removed. For the pump station, after the concrete footing, slab, and walls are poured, the overhead structural steel and roof decking would be erected or concrete roof would be poured.
- **Electrical/Instrumentation** - After the structure is erected, electrical equipment (e.g., machinery control consoles, switchboards, and lighting) would be installed. Site work such as installing pull boxes, conduits, and cables would continue. After roofs on the buildings and facilities are completed, flow meters, level probes, pressure instruments, process analyzers, and other instrumentation would be installed. Additionally, water quality adjustment, sampling, and monitoring equipment would be installed.
- **Startup and Testing** - The District personnel (i.e., engineers, inspectors, operators, maintenance crews, and instrumentation specialists) and the contractor would work with

the equipment vendors to understand how each piece of equipment would operate and function. Under District supervision, the construction contractor would start up and test the equipment on site to guarantee that pumps, motors, valves, monitoring and communication equipment are functional and meet design standards.

2.5.3 Construction Period Trip Generation

During peak excavation and earthwork, the Project would generate trips with construction crews and materials deliveries. Assuming an average crew of 10 people, including inspectors, construction could generate up to 30 round-trip trips per day, including 8 round trips for off hauling of material, two round trips for delivery of materials and 20 small vehicle trips for construction worker commuting.

2.5.4 Construction Best Management Practices

Construction best management practices (BMPs) are those practices that the District has committed to as part of the Project and thus are incorporated as part of the Project Description:

- **Utilities** - The contractor(s) would contact Underground Services Alert (USA) to identify existing underground utilities and service connections prior to commencing any excavation work. The exact utility locations would be determined by test pits dug at locations determined and approved by the contractor's construction manager (also referred to as "pot-holing"). Temporary disruption of service may be required during construction. Service on such lines would not be disrupted until prior approval is received from the District and the service provider.
- **Air Quality** - The District or their contractor(s) would implement the standard air quality mitigation measures in compliance with South Coast Air Quality Management District Rule 403, which include several construction and operation dust control practices to reduce particulate matter pollution.
- **Storm Water** - All construction activities would utilize standardized methods as required by the Santa Ana Regional Water Quality Control Board (RWQCB) and the State of California's Construction General Permit (Order No. 2009-0009-DWQ). Compliance with the Construction General Permit would require development and implementation of a Storm Water Pollution Prevention Plan (SWPPP) which specifies BMPs to prevent construction pollutants from contacting storm water and to keep products of erosion from moving off site into receiving waters.
- **Traffic Control** - Circulation during construction, including any lane or street closures, will be approved with a Traffic Control Plan, along with the Encroachment Permits, prior to construction by the City of Yucaipa Department of Public Works.

2.5.5 Operations and Maintenance Activities

O&M activities related to the permeability of the Wilson Creek Basins would occur in the Basins and within the fenced lands owned by the County of San Bernardino. These activities would consist of scarifying the bottom of the Basins (12.7 acres or 553,125 square feet), removal of vegetation and debris from the bottom of the Basins, and use of the road maintainer to keep the on-site service roads safely functional. Scarifying would involve disturbance of the ground surface up to one foot below ground surface and would enhance the ability for the water to penetrate the ground for groundwater recharge. All vegetation waste would be disposed of to a green waste facility as permitted. O&M activities would occur as needed, and are anticipated to take place approximately once every six months. Initial maintenance would require one (1) week per basin, while subsequent maintenance would require two (2) days per basin. Equipment that would be used for O&M activities would include a road maintainer (trailer hitched), a loader, two dump

trucks and a dozer. O&M activities would be similar to past O&M activities, but with an increased frequency to encourage efficient groundwater recharge.

Chapter 3 Environmental Checklist

Please note that the following CEQA resource discussions address potential environmental impacts associated with implementation of the entire Project, including the SWP Surplus Discharge component and the Scenario RW1 and Scenario RW2 components. If an impact determination for a specific threshold of significance differs between the three components, three different impact determination boxes are checked off, whereas only one will be checked when the impact determination is the same for all three components. The reasoning for these determinations is presented within the discussion for each CEQA resource topic area.

3.0 Construction and Facility Methodology

Scenario RW1

Scenario RW1 includes a booster pump station, a pipeline along Oak Glen Road to facilitate the transfer of water into Basin 1, and a riprap structure into Basin 1 (see **Figure 2.4-2**). The estimated acreage that Scenario RW1 would cover is approximately 12.86 acres. This assumes the pipeline requires a maximum width of 5 feet for the pipe trench, 4,000 square feet for the booster pump station and potential injection wells, 850 square feet for the channel and riprap/energy dissipation structure, and 553,125 square feet of scarification of the spreading basins. The analysis assumes that the pipeline would be built one section at a time, meaning only one crew for paving and excavating would be working at a given time. The analysis estimates the rate of construction as approximately 150 feet of pipeline per day with a maximum of 200 feet of land disturbance per day. The dissipation structure into Basin 1 would be a 20 by 6.5-foot-wide concrete channel leading into a 60-foot-long by 12-foot-wide grouted riprap apron. Scarification of the spreading basins would require 3 days of site preparation and one day for scarification, requiring a total of 4 days.

Scenario RW2

Scenario RW2 includes a pipeline that would originate within the maintenance access road along the crest of the southern berm, extending from the existing recycled water pipeline to Basin 2. To increase operational flexibility, connections would also be made to Basins 3 and 4 with butterfly valves into each of the three basins. Valves would also be placed between each of the basins to allow for individual basin recharge via turnouts and energy dissipation structures. These energy dissipation structures are anticipated to consist of a 15 to 20-foot long by 6.5-foot wide concrete channel built at a 2% slope, leading to a 30 to 60-foot long by 12-foot wide grouted riprap apron. The discharge ends of the pipes would be equipped with flap valves to ensure they close when water is not flowing.

The estimated acreage required for Scenario RW2 is 12.78 acres. This assumes the pipeline requires a maximum of a 5-foot-wide trench for 1,739 feet of pipe, totaling 8,695 square feet, installation of the ripples and channeling requiring 1,765 square feet for Basins 2 through 4, and 553,125 square feet of scarification of the spreading basins. The analysis assumes that the pipeline would be built one section at a time, meaning only one crew for excavating and installation would be working at any given time. The estimated rate of construction would be approximately 150 feet of pipeline per day with a maximum of 200 feet of land disturbance per day. Scarification of the spreading basins would require 3 days of site preparation and one day for scarification, requiring a total of 4 days.

SWP Surplus Discharge

No construction activity would be required to implement this Project component, given that the infrastructure needed to discharge surplus SWP water into the Basins already exists.

3.1 Aesthetics

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

a) Less than Significant Impact**Scenario RW1**

Yucaipa's physical setting in the southern foothills of the San Bernardino Mountains affords scenic views of the San Bernardino National Forest, Crafton Hills, and other undeveloped areas. The city's topography and a lack of dense vegetation or urban development offer scenic views throughout Yucaipa, including to and from hillside areas. Scenic features include gently sloping alluvial fans, rugged mountains and steep slopes, mountain peaks and ridges, rounded hills, and open space. Scenic vistas are views of these features from public spaces.

No officially state-designated scenic highways are in or near the City of Yucaipa. However, the City of Yucaipa General Plan identifies several scenic highways designated for preserving the unique scenic "views from the road" for people traveling through the city (City of Yucaipa, 2015). Near the Project site, these City-designated highways include Yucaipa Boulevard, Bryant Street, and Oak Glen Road. Yucaipa Boulevard is located about one mile south of the Project site, and therefore the site is not visible from that city-designated scenic highway. However, Bryant Street is the Project site's western boundary, while Oak Glen Road passes through the Project site and would be the road under which the proposed recycled water pipeline would be constructed in Scenario RW1.

Views to and from the Project site would be affected during construction, due to the presence of construction equipment and construction staging areas used to install the proposed pipeline and monitoring wells. However, the Project's effect on scenic vistas would be temporary, occurring

only during the Project's construction period. In addition, once installed, the new infrastructure would not be visible (in the case of new pipeline), or if visible (monitoring wells), would not substantially alter views to or from any scenic vista. The Project's impact would therefore be less than significant.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact because no construction would occur and no change to the existing landscape is associated with its implementation.

b) No Impact**Scenario RW1**

There are no state-designated scenic highways in or near the City of Yucaipa. The nearest officially designated state scenic highway is a 16-mile portion of State Route (SR) 38 that crosses the San Bernardino Mountains southeast of Big Bear Lake (Caltrans, 2016), a distance which is about 11 miles northeast of Yucaipa.

The Project site is not located near any rock outcroppings or historic buildings, and though it is located near various trees along Oak Glen Road, the Project would not damage this vegetation because all construction activities would be limited to the roadway right-of-way. Scarification of the recharge basins would not affect any scenic resources. The Project would have no impact.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact because of the site's distance to the nearest officially designated state scenic highway and because no change to the existing landscape is associated with its implementation.

c) Less than Significant Impact**Scenario RW1**

The visual character and quality of the Project site and its surroundings would be affected during the Project's construction period due to the presence of construction equipment and construction staging areas used to install the proposed pipeline and monitoring wells. However, the Project's effect on visual character and quality would be temporary, occurring only during the Project's construction period. Once installed, the new infrastructure would not be visible (in the case of new pipeline), or if visible (monitoring wells and pump station), would not substantially alter the character of the Project site or its surroundings. Scarification of the recharge basins would not affect the visual character of the site. The Project's impact would therefore be less than significant.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact because no construction activity would occur, and its implementation would have only a minimal effect on the area's visual character, given that this option would only increase the amount of water being held within the Basins.

d) Less than Significant**Scenario RW1**

Implementation of the proposed Project would not create a new source of light or glare that would adversely affect day or nighttime views. Residential properties are located to the north and south of the Project site, but would not be impacted by light or glare during the Project's construction period, given that Project construction would take place during daylight hours, requiring no nighttime lighting for construction. Once Project construction is complete, the Project's pipelines, valves and wells would not require additional lighting to function. Some exterior lighting may be required for the pump station building, but the amount of light would be considered less than significant. The Project would have no impact.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact because no new lighting or source of glare would be associated with its implementation.

3.2 Agriculture and Forestry Resources

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for or cause rezoning of, forest land (as defined in Public Resource Code section 12220 (g)), timberland (as defined by Public Resource Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

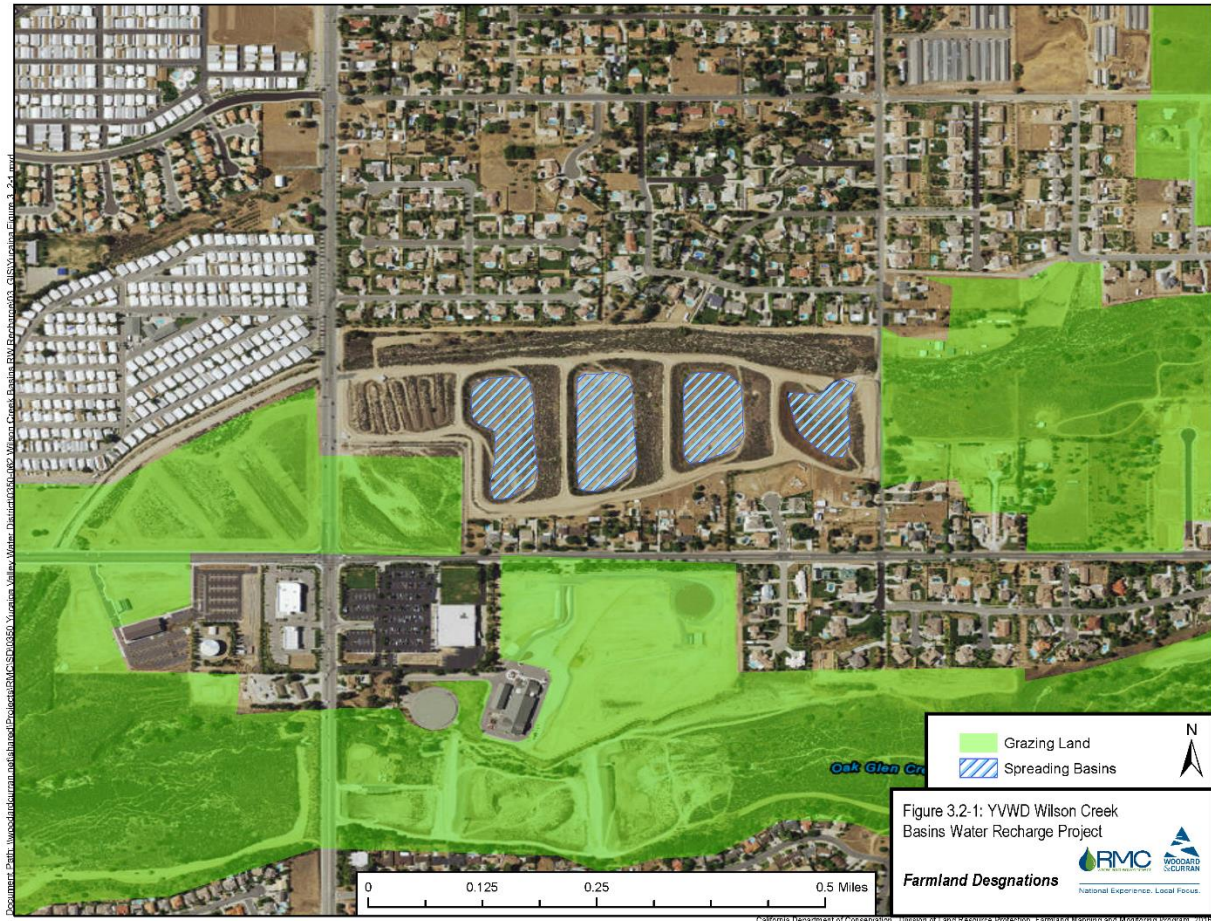
a-e) No Impact

Scenario RW1

As shown below in **Figure 3.2-1**, the Project site is not located on lands designated as farmlands of importance. Most activities associated with the Project would be performed on SBCFCD right-of-way. Both construction-related and operational Project activities would occur on lands that are not used for agricultural purposes. New monitoring wells would not be located within lands under a Williamson Act contract. The use of recycled water for groundwater recharge is considered a safe practice relative to any implications for nearby agricultural land uses. No impacts to agricultural resources would occur.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.



SWP Surplus Discharge

The impact for Scenario RW1 pursuant to these criteria would be the same for SWP Surplus Discharge.

3.3 Air Quality

	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
Would the Project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Background

The proposed Project lies within the South Coast Air Basin (SCAB), a 10,743-square mile area that is comprised of all of Orange County and all the urban portions of Los Angeles, Riverside, and San Bernardino Counties. The climate of the SCAB is semi-arid, with mild winters, warm summers, daytime onshore breezes, sporadic seasonal rainfall, and moderate humidity. Because the basin is surrounded by mountains to the north and east, air and pollutants can be trapped in the valleys in certain conditions.

The South Coast Air Quality Management District (SCAQMD) is the local agency responsible for developing and implementing the clean air plan for attainment and maintenance of the ambient air quality standards for the SCAB. The SCAQMD regulates most air pollutant sources, except motor vehicles, marine vessels, aircrafts, and construction equipment, which are regulated by the California Air Resources Control Board (CARB) or the U.S. Environmental Protection Agency (USEPA).

The USEPA is responsible for enforcing the Federal Clean Air Act (CAA) of 1970 and its 1977 and 1990 Amendments. The CAA required USEPA to establish National Ambient Air Quality Standards (NAAQS), and CARB has established the more stringent California Ambient Air Quality Standards (CAAQS) through the California CAA of 1988. Areas that do not meet the CAAQS for a pollutant are “non-attainment areas” for that pollutant. The SCAB is currently designated as a non-attainment area for lead, ozone (O₃), and particulate matter 2.5 and 10 (PM_{2.5} and PM₁₀).

The SCAQMD has established screening level thresholds that can be used to evaluate the magnitude of impact that a project would potentially have with respect to air quality impacts as defined by CEQA. Should emissions be found to exceed these thresholds, additional modeling is required to demonstrate that the project's air quality impacts are below the CAAQS. The SCAQMD's mass daily thresholds for criteria pollutants are presented in Table 3.3-1. The SCAQMD sets separate thresholds for construction and operation activities, both of which are presented in units of pounds per day (lbs/day).

Table 3.3-1: SCAQMD Air Quality Significance Thresholds (Mass Daily Thresholds)

Pollutant	Construction	Operation
Volatile Organic Compound (VOC)	75 lbs/day	55 lbs/day
Nitrogen Oxides (NO _x)	100 lbs/day	55 lbs/day
Sulfur Dioxide (SO ₂)	150 lbs/day	150 lbs/day
Carbon Monoxide (CO)	550 lbs/day	550 lbs/day
Particulate Matter < 10 micron (PM ₁₀)	150 lbs/day	150 lbs/day
Particulate Matter < 2.5 micron (PM _{2.5})	55 lbs/day	55 lbs/day
Lead	3 lbs/day	3 lbs/day

Methodology

The Roadway Construction Emissions Model (RCem) (Version 8.1.0, 2016) was used to quantify construction emissions associated with the recycled water pipelines that, if chosen, would be placed under current paved roads. The California Emissions Estimator Model (CalEEMod, Version 2016.3.1) was used to quantify the construction and operational emissions of the booster pump station, monitoring wells, and the spreading basins.

Potential operational emissions associated with the proposed Project would be primarily due to indirect emissions from the booster pump station (in Scenario RW1) and the dust emissions from basin scarification (in both Scenarios). Emissions from the booster pump station are from the estimated energy usage. The energy related indirect emissions were calculated from the expected energy usage using the 2012 emissions factors for Southern California Edison of 705 lbs of carbon dioxide equivalent (CO₂e) per mega-watt hour (MWh) of energy used (CalEEMod 2016). The number of truck trips involved with maintenance and operations for the proposed Project would be negligible, on the order of four per year (once per quarter).

For this analysis, separate emissions models were run for each scenario. The scenario with the highest short-term and long-term emissions is used to determine the maximum potential effect on air quality that may arise from this proposed Project. Please see **Appendix E** for results from the model runs.

Scenario RW1

Scenario RW1 includes a booster pump station, a pipeline along Oak Glen Road to facilitate the transfer of water into Basin 1, and a riprap structure into Basin 1 (see **Figure 2.4-2**). The estimated acreage that Scenario RW1 of the Proposed Project Facilities could cover is 12.86 acres.

During operation, pumping would be required to move recycled water from the booster pump station on Oak Glen Road to Basin 1, the most easterly basin/forebay. The energy required to operate the pump would be supplied by the existing electrical grid, resulting in indirect emissions. The Proposed Project would result in direct emission during construction due to the use of portable equipment, including diesel equipment. Because Project activities would not require substantial queuing or congregation of diesel-powered vehicles, it is not anticipated that carcinogenic or toxic air contaminants that individually or cumulatively exceed the maximum individual cancer risk of 10 in 1 million would be emitted during construction or operation.

As the Project construction is expected to take place in July 2018, CalEEMod results from the Annual Reporting output was used. Unless specified in the Project Description, default values were used throughout CalEEMod, except where those default values were not applicable. For example, the booster pump station is not designed to include restroom facilities for on-sight workers, thus the solid waste and water usage for the facilities was zeroed in the model.

Emissions calculated for Scenario RW1 were compared to SCAQMD's mass daily thresholds for construction and operational activities for VOC, NO_x, SO₂, CO, PM₁₀, and PM_{2.5} (refer to **Table 3.3-1**). **Table 3.3-2** provides a summary of the maximum daily air emissions that would be generated from construction of Scenario RW1. As demonstrated in **Table 3.3-2**, Scenario RW1 will not exceed SCAQMD or Federal Conformity Thresholds for any of the pollutants.

Table 3.3-2: Construction Air Emissions generated for Scenario RW1 (lbs./day)

	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Scenario RW1 Construction Emissions	0.920	0.953	10.300	0.014	0.243	0.090
SCAQMD Thresholds	75	100	550	150	150	55
SCAQMD Significant Construction Emissions?	NO	NO	NO	NO	NO	NO
Federal General Conformity Thresholds	10	10	100	100	100	100
Federal Significant Construction Emissions?	NO	NO	NO	NO	NO	NO

Table 3.3-3 shows estimated annual operational emissions for the proposed Project compared to thresholds applied by SCAQMD and the Federal General Conformity Rule (SCAQMD Rule 1901). Operational emissions are well below operational standards set forth by the SCAQMD and the Federal General Conformity Thresholds. **Appendix E** includes the summary output tables from the RCEM, CalEEMod, and the indirect emissions from the anticipated energy usage for Scenario RW1.

Table 3.3-3: Operational Air Emissions Generated for Scenario RW1 (lbs./day)

	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Scenario RW1 Operational Emissions	0.080	0.000	0.000	0.000	0.000	0.000
SCAQMD Thresholds	55	55	550	150	150	55
SCAQMD Significant Operation Emissions?	NO	NO	NO	NO	NO	NO
Federal General Conformity Thresholds	55	55	550	150	150	55
Federal Significant Operation Emissions?	NO	NO	NO	NO	NO	NO

Scenario RW2

Scenario RW2 includes a pipeline that would originate within the maintenance access road along the crest of the southern berm, extending from the existing recycled water pipeline to Basin 2.

During operation, it is assumed that the current recycled water pipelines would have sufficient structure and pressure to deliver recycled water to Basins 2 through 4, thus eliminating the need for a booster pump. No operational emissions will result from Scenario RW2 other than potential dust from the spreading basins. The model thus assumes that construction emissions would result from the installation of the new pipeline, connection to the existing recycled water pipeline, installation of valving and basin connecting ripraps, as well as the scarification of the spreading basins. The Proposed Project would likely result in direct emissions during construction due to the use of portable equipment, including diesel equipment. Because Scenario RW2 does not require installing a pipeline underneath paved roadways, only CalEEMod was used to estimate emissions.

The estimated acreage required for Scenario RW2 of the Proposed Project Facilities is 12.78 acres. As with the model runs from Scenario RW1, all Scenario RW2 model results used Annual Reporting outputs because the Project construction is expected to take place in July 2018.

Because Project activities would not require substantial queuing or congregation of diesel-powered vehicles, it is not anticipated that carcinogenic or toxic air contaminants that individually or cumulatively exceed the maximum individual cancer risk of 10 in 1 million would be emitted during construction or operation.

Emissions calculated for Scenario RW2 were compared to SCAQMD's mass daily thresholds for construction and operational activities for VOC, NO_x, SO₂, CO, PM₁₀, and PM_{2.5}. (refer to Table 3.3-1).

Table 3.3-4 provides a summary of the maximum daily air emissions that would be generated from construction of Scenario RW2. As demonstrated in

Table 3.3-4, the Scenario RW2 will not exceed the criteria set for by the SCAQMD or Federal General Conformity Thresholds. Appendix E includes the summary output tables from CalEEMod and the indirect emissions from the anticipated energy usage for Scenario RW2.

Table 3.3-4: Construction Air Emissions generated for Scenario RW2 (lbs./day)

	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Scenario RW2 Construction Emissions	0.031	0.307	0.214	0.000	0.052	0.031
SCAQMD Thresholds	75	100	550	150	150	55
SCAQMD Significant Construction Emissions?	NO	NO	NO	NO	NO	NO
Federal General Conformity Thresholds	10	10	100	100	100	100
Federal Significant Construction Emissions?	NO	NO	NO	NO	NO	NO

Table 3.3-5 shows estimated operational annual emissions for the Proposed Project compared to thresholds applied by the Federal General Conformity Rule (SCAQMD Rule 1901), showing that no operational emissions exceed either set of standards.

Table 3.3-5: Operational Air Emissions Generated for Scenario RW2 (lbs./day)

	VOC	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Scenario RW2 Operational Emissions	0.003	0.000	0.001	0.000	0.000	0.000
SCAQMD Thresholds	55	55	550	150	150	55
SCAQMD Significant Operation Emissions?	NO	NO	NO	NO	NO	NO
Federal General Conformity Thresholds	55	55	550	150	150	55
Federal Significant Operation Emissions?	NO	NO	NO	NO	NO	NO

SWP Surplus Discharge

No new construction would be required to implement this Project component, given that existing infrastructure would be used to discharge SWP water into the Basins. In addition, no new emissions would result during operation of this component because no pumping would be required to discharge SWP water into the Basins. The Wilson Creek Turnout includes a flow meter, several butterfly valves, and an array of flow control and pressure relief valves used for controlling discharge into the basins.

a) Less than Significant

Scenario RW1

Approximately every three years, SCAQMD prepares an Air Quality Management Plan (AQMP) for air quality improvement to be submitted for inclusion in the State Implementation Plan (SIP). These implementation plans are based on local General Plan build-out projects which include the City of Yucaipa General Plan and County of San Bernardino General Plan. The City of Yucaipa has also produced a Climate Action Plan (CAP) which presents the greenhouse gas inventories, identifies the effectiveness of California Initiatives to reduce GHG emissions and identifies local measures that were selected by the city to reduce GHG emissions under the City's jurisdictional control to achieve the City's identified GHG reduction target. It also highlights the Cities participating in the San Bernardino County Regional Greenhouse Gas Reduction Plan, which presented the collective results of all local efforts to reduce GHG emissions consistent with

statewide GHG targets expressed in Assembly Bill (AB) 32, the "Global Warming Solutions Act of 2006" and Senate Bill (SB) 375.

The Customers that would receive water from the Project are existing users in the City of Yucaipa that currently rely upon groundwater, surface water, and imported water to meet demands. The Project, therefore, would be consistent with projects included in the San Bernardino County and City of Yucaipa General Plans, since it would not directly or indirectly induce population growth, but would provide recycled water for groundwater recharge to meet existing and future needs within the the District's service area. Given that the air quality emissions projections and control measures provided in the AQMP and the SIP are based upon population projections from local general planning documents, the Proposed Project would be consistent with emissions forecasts included in applicable air quality plans for the Study Area. Impacts are considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Implementation of this Project component would have no impact, given that no construction would be required and no emissions would be produced during Project operations.

b) Less than Significant

Scenario RW1

As shown in **Tables 3.3-2 through 3.3-5**, construction of the Proposed Project would not exceed air quality thresholds for any pollutant set by the Federal General Conformity Rule. And while the region is currently in nonattainment for O₃, PM_{2.5} and PM₁₀, because the Project would not exceed local, state, or federal air quality thresholds for those pollutants, the Project would not significantly contribute to these existing air quality violations. Impacts are considered less than significant, and no mitigation is required.

Scenario RW2

Although specific emission rates and volumes differ slightly, Scenario RW2 emissions are still well below all thresholds applicable to the air quality analysis. As a result, the impact determination for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Implementation of this Project component would have no impact, given that no construction would be required and no emissions would be produced during Project operations.

c) Less than Significant

Scenario RW1

The Proposed Project would not contribute substantially to cumulative air quality violation. While the Region is in nonattainment for O₃, PM_{2.5}, and PM₁₀, operations emissions anticipated for the Proposed Project would not exceed established thresholds, and therefore would not significantly

contribute to cumulative emissions of these pollutants. Most emissions would occur during construction of the Project, which is temporary in nature and anticipated to last only one month. The operational emissions would result from a small increase in energy required to operate the booster pump. The operational emissions would primarily be non-local, and would not contribute cumulatively to O_3 or $PM_{2.5}$ non-attainment. In this context, the Project would not result in a cumulatively considerable net increase of any criteria air pollutants for which the SCAB is in non-attainment. Impacts are considered less than significant, and no mitigation is required.

Scenario RW2

Given that construction emissions for Scenario RW2 are less than Scenario RW1 (Table 3.3-2 and 3.3-4), the impact determination for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Implementation of this Project component would have no impact, given that no construction would be required and no emissions would be produced during Project operations.

d) Less than Significant

Scenario RW1

Sensitive Receptors are people that have an increased sensitivity to air pollution or environmental contaminants. Some population groups such as children, the elderly, and acutely ill and chronically ill persons, especially those with cardio-respiratory diseases, are considered more sensitive to air pollution than others. Sensitive receptor locations include schools, parks and playgrounds, day care centers, nursing homes, hospitals, and residential dwelling units.

The Project site is located within 0.25 miles of multiple residential dwelling units. Scenario RW1 would not emit hazardous air pollutants in significant quantities for a significant amount of time other than potentially from large, heavy-duty diesel-powered equipment exhaust, which is known to contain PM_{10} . Construction of the Project would be limited in duration and would not exceed threshold limits set by the SCAQMD or Federal General Conformity Thresholds, and therefore would not provide a chronic long-term impact to sensitive receptors associated with PM_{10} emissions. Potential health impacts from PM_{10} are a result of dose-exposure; given the short-term nature of construction activities, exposure to PM_{10} would not be anticipated to last for a significant amount of time that would result in health-related impacts. On a long-term basis, operational emissions from Scenario RW1 would be limited to indirect emissions from energy usage via the electrical grid, and therefore would not contribute substantial emissions.

Since the Project includes construction near residential neighborhoods, construction of the Project could potentially expose sensitive receptors to PM_{10} and NO_x emissions. However, the Project would not exceed SCAQMD or Federal General Conformity Thresholds for NO_x . Potential impacts to sensitive receptors would be less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Implementation of this Project component would have no impact, given that no construction would be required and no emissions would be produced during Project operations.

e) Less than Significant**Scenario RW1**

Odors can be emitted during construction activities, and sources that may emit construction related odors generally include architectural coatings, solvents, and diesel powered on- and off-road equipment. Odors may be emitted during operational activities if diesel-powered equipment is used. Further, VOCs, while diverse in nature, are known to be odorous compounds.

Due to the nature of the construction activities and the fact that construction would be completed segment-by-segment, there would be few pieces of diesel-powered equipment operating simultaneously during construction of the Proposed Project. Further, operations would result in indirect emissions associated with use of energy via the electrical grid for Scenario RW1, which would not result in localized odors. As shown in **Tables 3-3.2 through 3-3.5**, VOC emissions associated with operation and construction of the Proposed Project would not exceed SCAQMD or Federal General Conformity Thresholds. As a result, construction of the Proposed Project would create a less than significant impact with respect to objectionable odors, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Implementation of this Project component would have no impact, given that no construction would be required and no emissions would be produced during Project operations.

3.4 Biological Resources

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Background

A Biological Resources Assessment (BRA) was completed by Rincon Consultants, Inc. in September 2017 (**Appendix B**). The 2017 BRA analyzed impacts of the Wilson Creek Basins Water Recharge Project. The 2017 BRA has been used in this IS/MND to understand potential

impacts to biological resources, including any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS).

Vegetation. The Project site is entirely within previously developed areas. The habitat onsite consists primarily of a mix of Riversidean Alluvial Fan Sage Scrub (RAFSS) (Holland code 32720), non-native invasive species, and bare ground. The site has been subject to historic and on-going human disturbances due to its location within an existing flood control facility.

The levee access roads consist primarily of bare dirt (developed), while the basin side slopes and nearby Wilson Creek contain habitat best described as RAFSS. RAFSS is a Mediterranean shrubland type that occurs in washes and on gently sloping alluvial fans. This community is made up predominantly of drought-deciduous soft-leaved shrubs, but with significant cover of larger perennial species typically found in chaparral. It is a rare and sensitive plant community that is adapted to the harsh conditions of flooding. Scalebroom (*Lepidospartum squamatum*) generally is regarded as an indicator of RAFSS. In addition to scalebroom, RAFSS typically is composed of white sage (*Salvia apiana*), redberry (*Rhamnus crocea*), California buckwheat (*Eriogonum fasciculatum*), chaparral yucca (*Yucca whipplei*), California croton (*Croton californicus*), chollas (*Cylindropuntia* spp.), tarragon (*Artemisia dracunculoides*), yerba santa (*Eriodictyon trichocalyx*), broom baccharis (*Baccharis sarothroides*), mulefat (*Baccharis salicifolia*), four-wing saltbush (*Atriplex canescens*), brittlebush (*Encelia farinosa*), laurel sumac (*Malosma laurina*), lemonadeberry (*Rhus integrifolia*), Mexican elderberry (*Sambucus nigra*), and mountain-mahogany (*Cercocarpus betuloides*).

Approximately 31.36 acres of RAFSS occurs within the Project site. Specifically, this community is found on the manufactured slopes of the basins and within Wilson Creek to the immediate north of the Project site. The common native species observed were California buckwheat, scalebroom, deerweed (*Acmispon glaber*), yerba santa, phacelia (*Phacelia* sp.), California croton, laurel sumac, mulefat, and California cholla (*Cylindropuntia californica*).

The three center basins were inundated at the time of the survey due to SWP discharges; however, the upper most part of submerged tree tobacco (*Nicotiana glauca*), mulefat, laurel sumac, Mexican elderberry and tamarisk (*Tamarix ramosissima*) were observable, signifying that when not inundated, RAFSS is present within the basins. The two outer dry basins consisted of a highly disturbed form of RAFSS comprising of non-native and ruderal vegetation including ailanthus (*Ailanthus altissima*), tocalote (*Centaurea melitensis*), mustard (*Hirschfeldia incana*), Russian thistle (*Salsola tragus*), storksbill (*Erodium* sp.), and bromes (*Bromus* spp.). There are only a few scattered trees in the Project site and immediate vicinity including ailanthus, eucalyptus, and Mexican elderberry, as well as several non-native ornamental trees within the surrounding residential area.

Wildlife. The Project site and surrounding areas provide habitat suitable for common wildlife species that would occur in the RAFSS described above. The following species of birds were observed during the field visit: Anna's hummingbird (*Calypte anna*), Bewick's wren (*Thryomanes bewickii*), bushtit (*Psaltiriparus minimus*), California quail (*Callipepla californica*), American crow (*Corvus brachyrhynchos*), California scrub-jay (*Aphelocoma californica*), California towhee (*Melospiza crissalis*), common raven (*Corvus corax*), house finch (*Haemorhous mexicanus*), lesser goldfinch (*Spinus psaltria*), mourning dove (*Zenaidura macroura*), Say's phoebe (*Sayornis saya*), northern mockingbird (*Mimus polyglottos*), red-tailed hawk (*Buteo jamaicensis*), rock pigeon (*Columba livia*), spotted towhee (*Pipilo maculatus*), white-crowned sparrow (*Zonotrichia*

leucophrys), killdeer (*Charadrius vociferus*), western kingbird (*Tyrannus verticalis*), and great blue heron (*Ardea herodias*). Two reptile species were observed at the site, the common side-blotched lizard (*Uta stansburiana*) and the Great Basin fence lizard (*Sceloporus occidentalis longipes*). Five species of mammals were detected. Desert cottontail (*Sylvilagus audubonii*), coyote (*Canis latrans*) and California ground squirrel (*Otospermophilus beecheyi*) were observed directly; raccoon (*Procyon lotor*) and striped skunk (*Mephitis mephitis*) were identified by their tracks. No fish or amphibians were observed; however, common frogs and toads are expected to occur due to the presence of water on site. No fish are expected to occur as the basins are not permanently inundated.

Special Status Plant Species. The California Natural Diversity Data Base (CNDDB) documents 12 special-status plant species within a 5-mile radius of the Project site and California Native Plant Society (CNPS) documents an additional 24 species occurring within a 9-quad search of the Project site, for a total of 36 special-status species documented within the vicinity of the Project. Three of the species, Santa Ana River woolly-star (*Eriastrum densifolium* ssp. *sanctorum*; CRPR 1B.1), slender-horned spineflower (*Dodecahema leptoceras*; CRPR 1B.1), and white-bracted spineflower (*Chorizanthe xanti* var. *leucotheca*; CRPR 1B.2) are inhabitants of alluvial fan scrub. Santa Ana River woolly-star is a many-branched perennial herb that blooms from April to September. It is now restricted to sandy soils on river floodplains or terraced alluvial deposits of the upper Santa Ana River drainage of San Bernardino County. Slender-horned spineflower and white-bracted spineflower are delicate prostrate annuals that bloom between April and June. These plants are found on fine-textured, flood deposited river terraces and washes in Los Angeles, Riverside and San Bernardino counties. Extant populations are small and seriously threatened.

During the field assessment, no special-status plant species were observed or otherwise detected. A focused examination during the blooming period for RAFSS species was not conducted; however, while appropriate habitat is present on site, micro-habitat characteristics are such that the RAFSS associated with Wilson Creek is likely too dense for spineflower and woolly-star. Moreover, the RAFSS associated with the basins has been disturbed by the original construction of the basins and subsequent renovations and O&M activities. Therefore, the potential for these species to occur is low.

Special Status Wildlife Species. The CNDDB documents 21 special-status wildlife species within a 5-mile radius of the Project site. Special-status wildlife species typically have very specific habitat requirements which may include, but are not limited to, vegetation communities, elevation levels and topography, and availability of primary constituent elements (i.e., space for individual and population growth, breeding, foraging, and shelter). The following six special-status wildlife species have at least a moderate potential to occur on-site based on the presence of suitable habitat within or adjacent to the Project site:

- Crotch bumble bee (*Bombus crotchii*; S1S2);
- Orange-throated whiptail (*Aspidoscelis hyperythra*; S2S3);
- Coast horned lizard (*Phrynosoma blainvillii*; S3S4, SSC);
- Coast patch-nosed snake (*Salvadora hexalepis virgulata*; S2S3, SSC);
- San Bernardino kangaroo rat (*Dipodomys merriami parvus*; Fed. Endangered, S1, SSC)
- San Diego desert woodrat (*Neotoma lepida intermedia*; S3S4, SSC)

During the field assessment, no special-status wildlife species were observed or otherwise detected. While a focused examination for RAFSS-associated species was not conducted, the Basins, particularly along the basin side slopes, do provide marginally suitable habitat for these species. Furthermore, while special-status wildlife species are unlikely to inhabit the access roads due to the compacted nature of the soils, terrestrial species may use the roads to travel between habitat along Wilson Creek and the Project site.

One additional federally threatened avian species, coastal California gnatcatcher (*Poliophtila californica californica*), is known to occur in RAFSS communities. However, no tracked occurrences of this species are reported within 5 miles of the Project site based on the literature review. Further, approximately 2,800 feet the site occurs above elevation limits for this species and routine O&M activities limit the suitability of the habitat. Therefore, coastal California gnatcatcher was determined to have a low potential to occur on the Project site.

Nesting Birds. Under the provisions of the Migratory Bird Treaty Act (MBTA), it is unlawful “take” any migratory bird or any part, nest, or egg of any migratory bird covered by the conventions, or to attempt those activities. Habitat is present within the Project site that has the potential to support protected nesting birds. Many local passerine species regularly nest in the types of shrub habitat that cover most of the Project site. Furthermore, the urban trees found along the Project perimeter provide suitable nest locations for larger species, including raptors, and for cavity-nesters. Birds may also nest on areas of bare ground.

Jurisdictional Aquatic Resources. The Project site is immediately adjacent to Wilson Creek, which is mapped by the National Wetlands Inventory (NWI) as a seasonally flooded, intermittent riverine streambed. The creek is vegetated predominately by upland species (scalebroom). No water was present within Wilson Creek during the time of the 2017 BRA survey. The creek is contained by concrete and earthen berms to the north and south, and under typical conditions (non-flood), remains divided from the Project site.

As previously discussed, the Project site is home to five constructed recharge/infiltration basins. Basin 1 is a debris basin and the Basin 5 is a serpentine basin. At the time of the survey, neither of these two basins held water. Captured runoff and overflow does not appear to currently discharge from Basin 1 once collected. However, this could change after Project implementation. The three center basins (Basins 2, 3 and 4) were in active use for SWP water replenishment during the site visit. Standing water was present in these basins, along with submerged RAFSS vegetation.

Wilson Creek meets the definition of a U.S. Army Corps of Engineers (USACE) and Regional Water Quality Control Board (RWQCB) jurisdictional aquatic resource under Clean Water Act (CWA) Sections 404 and 401 because it is a tributary to a known water of U.S. (San Timoteo Creek). In addition, the creek is subject to CDFW jurisdiction under California Fish and Game Code (CFG) Section 1602. As Wilson Creek was determined to be beyond the limits of proposed construction for the Project, no further analysis was conducted.

The Basins were previously constructed, are currently used for groundwater replenishment, and do not have a direct hydrologic connection (i.e., flow discharge) with Wilson Creek. They are dominated by upland RAFSS and ruderal plant species, and do not contain a preponderance of hydrophytic (i.e., wetland) vegetation. The Basins do not contain evidence of hydrologic flow, including an Ordinary High-Water Mark (OHWM) or defined streambed, bank, or channel features.

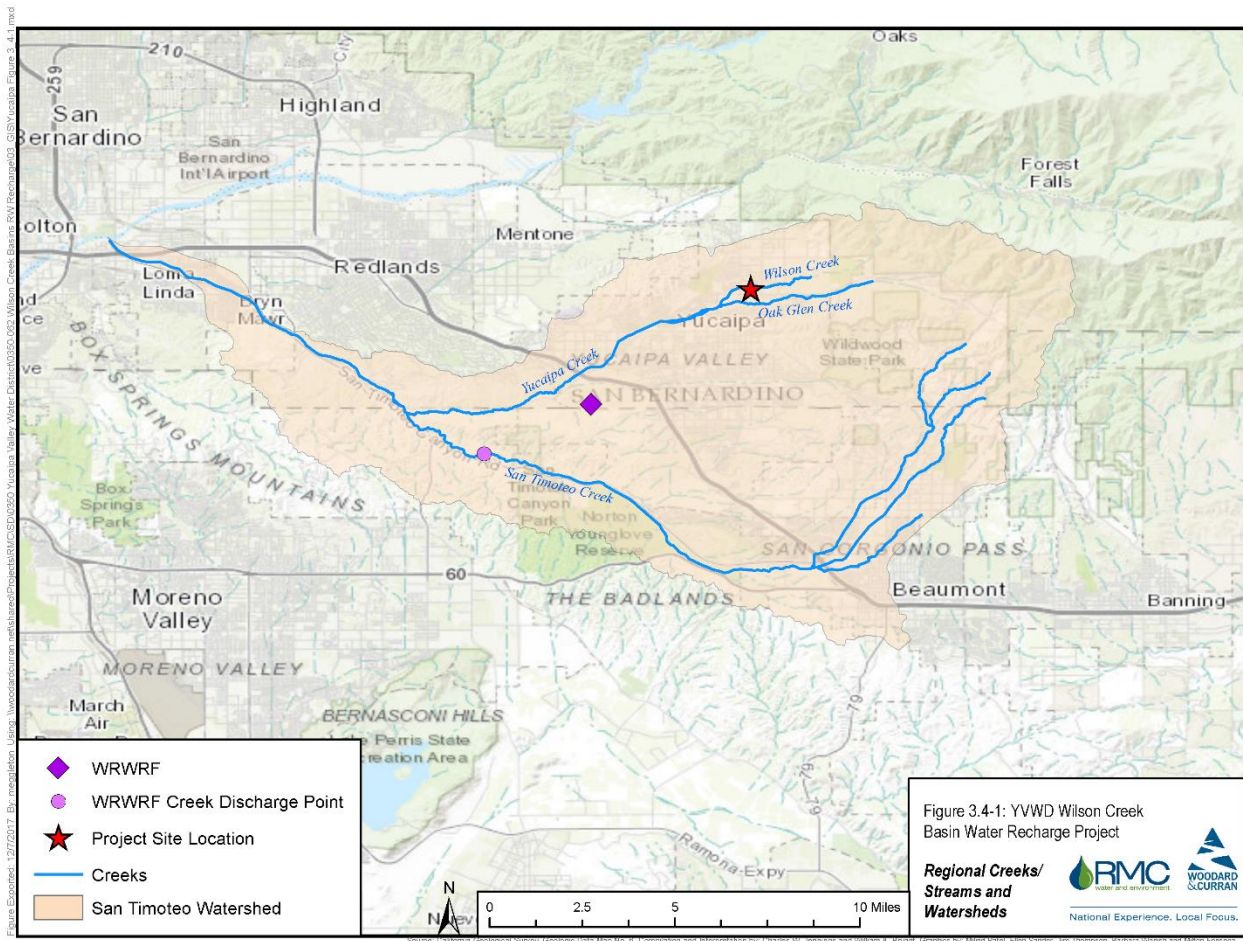
The Basins were determined to be outside of federal (USACE) jurisdiction. By design, the infiltration basins do not release water except by percolation, evaporation, or emergency overflow during flood conditions. As such, at the federal level, the manmade features are not tributaries of navigable waters and are, thus, not subject to review by the USACE. In the absence of USACE jurisdiction, the Basins are not subject to the jurisdiction of the RWQCB under CWA Section 401. However, the RWQCB may regulate the Basins for the purpose of groundwater recharge under the Porter Cologne Water Quality Control Act.

The Basins are not subject to CDFW jurisdiction under CFGC Section 1602. As noted previously, the basins lack evidence of streambed and bank features and riparian habitat. While water and scattered vegetation was present within three of the five basins during the field survey, CDFW defines "lake" as a "natural or man-made reservoir." The onsite basins are designed solely for artificial groundwater recharge, and not to detain or retain water. Therefore, they do not meet this definition as a reservoir.

WRWRF Recycled Water Discharge

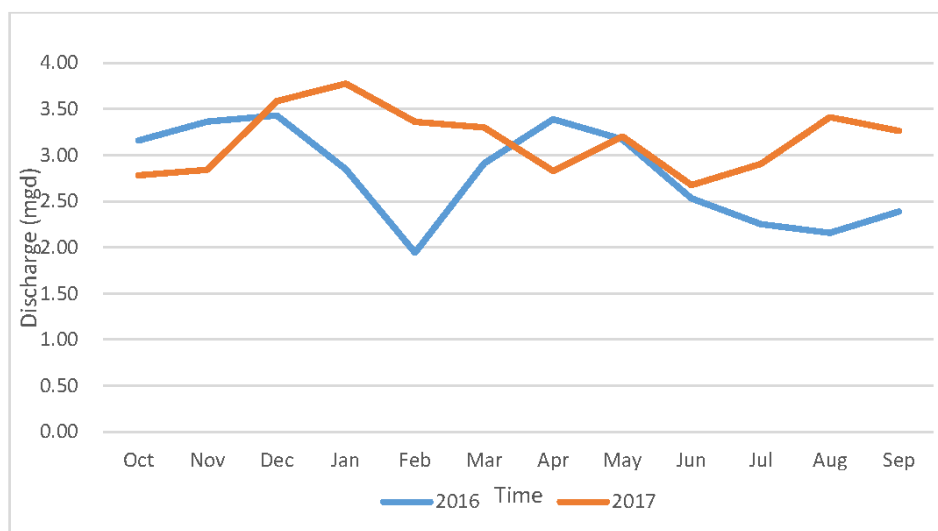
The WRWRF operates in compliance with the requirements set forth in Order No. R8-2015-0027 (NPDES No. CA0105619) adopted by the Santa Ana RWQCB on October 30, 2015 (RWQCB, 2015) and in compliance with Wastewater Change Petition WW-26 issued by SWRCB on May 28, 1996 (SWRCB, 1996). Recycled water production complies with Title 22 Water Recycling Criteria and was approved by Santa Ana RWQCB for non-potable uses. Nearly 1,200 afy (1.1 mgd) of recycled water was delivered in 2015 to over 60 users in the District's service area for irrigation and other non-potable water uses. The balance of the WRWRF effluent is discharged to San Timoteo Creek.

San Timoteo Creek is a stream with a drainage basin of approximately 125 square miles that originates in the San Bernardino Mountains near Cherry Valley. **Figure 3.4-1** illustrates the location of San Timoteo Creek and the San Timoteo Creek watershed in relation to the WRWRF and the Project site. San Timoteo Creek is not naturally perennial. In dry weather, flow in San Timoteo Creek is comprised predominantly of effluent discharges and very little natural flow exists. In 1986, the District began discharging treated wastewater into San Timoteo Creek. The creek now flows year-round due to discharges from agricultural practices, recycled water produced by the WRWRF, and other inflows.



Discharges to San Timoteo Creek totaled 3,150 afy (2.8 mgd) in 2016 and 3,570 afy (3.2 mgd) in 2017. **Figure 3.4-2** below shows the seasonal variability of creek discharges, where imported water supplements recycled water to ensure stable discharge volumes into the creek.

Figure 3.4-2: Discharge to San Timoteo Creek



The District is required under its WRWRF permit (Order No. R8-2015-0027; NPDES No. CA0105619) to discharge an annual average of 1.6 mgd into the creek to support existing riparian habitat. However, based on the permit and the *Adaptive Management Plan of the Habitat Monitoring Program for San Timoteo Creek* (RWQCB, 2015), not all of the required discharge must be recycled water. Alternative water sources may be used as needed to maintain a minimum of 1.6 mgd annual average flow into San Timoteo Creek. The creek discharge may be WRWRF effluent, groundwater, or SWP water.

Under the *Adaptive Management Plan* (as cited in Order No. R8-2015-0027, NPDES No. CA0105619), water discharges into San Timoteo Creek must demonstrate “maximum benefit” by conforming to concentration limits of certain constituents. Recharge/discharge of recycled water into the creek on a 10-year annual average (running average) must have a total dissolved solids (TDS) concentration of 400 mg/L and nitrate-nitrogen concentration of 6.7 mg/L (taking the 25% nitrogen loss coefficient into account to assure that the “maximum benefit” objective of 5 mg/L will be met). These concentrations may be achieved by desalting or other treatment of the recycled water, and/or by blending the recycled water with other sources, such as imported water, reverse osmosis permeate (diluent) and/or storm water. To ensure compliance with these concentrations requirements, readings are taken at the point of discharge, and the results of these tests are included in annual monitoring reports prepared by the District.

Wildlife Movement. The Project site does not fall within any designated area that has a defined role in promoting wildlife movement. The site is directly adjacent to Wilson Creek, which likely serves as a wildlife conduit. However, given the development surrounding the creek and

disturbance on site associated with Basin operations, connectivity value of the Project site is limited.

a) Less Than Significant with Mitigation Incorporated

Scenario RW1

The site was assessed for sensitive species known to occur locally. None of the sensitive wildlife species identified in the literature review were observed within the Project area during the biological survey. No sensitive plant species were observed on site during the biological survey and none are expected to occur. Areas of the Project site where the monitoring wells and pump station would be located are areas that have been previously disturbed and which do not contain riparian habitat nor support any sensitive natural communities.

RAFSS

Under Scenario RW1, approximately 0.037 acre of RAFSS would be permanently impacted, and 0.489 acre would be temporarily impacted. However, removal of this vegetation is considered a less than significant impact, given that the vegetation is isolated and has been previously degraded as part of the initial basin site development and ongoing basin management. Nonetheless, RAFSS habitat should be avoided to the greatest extent feasible through implementation of Mitigation Measure BIO-1.

Mitigation Measure BIO-1: Avoidance of RAFSS Habitat

The Project's construction contractor shall implement the following avoidance measures for construction near RAFSS habitat:

- The Project's work limits shall be staked, fenced, and/or marked, with materials clearly visible to construction personnel to prevent encroachment upon sensitive vegetation communities, particularly within Wilson Creek corridor;
- No construction access, parking, or storage of equipment or materials shall be permitted outside of these marked areas;
- Access roads and work areas shall be periodically sprayed with water to reduce the potential for dust accumulation on the leaves of adjacent sensitive vegetation communities not proposed for impacts;
- Erosion and sediment control Best Management Practices (BMPs) (i.e., silt fences, straw wattles, sand bags, etc.) shall be implemented and installed during the proposed project; and
- Temporarily impacted areas of RAFSS shall be re-seeded with a mix of in-kind species.

Special Status Wildlife Species

The Project has a potential to result in injury and/or mortality to special-status species due to construction equipment and loss of habitat. Furthermore, indirect impacts such as construction noise, dust, runoff, etc. may also affect species in adjacent areas (e.g. Wilson Creek). Specifically, six special-status species: San Bernardino kangaroo rat (SBKR), crotch bumble bee, orange-

throated whiptail, coast horned lizard, coast patch-nosed snake, and San Diego desert woodrat may be affected by Project activities.

Except for SBKR, the remaining five special-status species are either California Species of Special Concern or, at most, ranked "vulnerable to extirpation" at a State level. These species are not threatened or endangered and any indirect/direct impacts would be minor as the potential loss of a few individuals as a result of project mobilization and RAFSS removal from within the Basins would not cause the species' populations to drop below self-sustaining levels. Therefore, potential impacts are less than significant, and no further actions are recommended.

San Bernardino Kangaroo Rat

SBKR is a federally listed endangered species. Loss and/or disturbance of the species and/or habitat type (RAFSS) would be considered a significant impact without mitigation. While it is unlikely that SBKR would occur within the access roads due to the compacted nature of the soils, the Basin bottoms, particularly along the base of the side slopes, do provide suitable habitat for SBKR. O&M activities associated with the Project would include scarifying the bottom of the basins and removal of vegetation and debris from the bottom of the Basins, as well as road grading along the top of the levees and access roads. Scarifying involves the disturbance of the ground surface up to one foot below ground surface and would enhance the ability for the water to penetrate into the ground for groundwater recharge. These activities could potentially impact SBKR, if this species occurs within the Project site.

A focused survey was conducted for SBKR to determine presence or absence within the Project area (**Appendix C**). A trapping survey was completed from September 24 through September 29, 2016. A total of 100 12-inch Sherman live traps were set within 10 trap-lines, two lines within each basin, with spacing between each trap at approximately 10 meters. Each trap was baited after dusk with a mixture of rolled oats and commercially-formulated small feed (seed) that included millet seed. The site conditions presented marginal quality of habitat for SBKR. Sign of various small mammals were observed within the areas of the trap lines set within the Wilson Creek Basins and three (3) native rodent species were trapped. No SBKR were found during the 5-night trapping session. SBKR are absent. Project implementation would not affect this species.

Nesting Birds

The Project site contains natural vegetation that provides suitable nesting habitat for protected nesting birds. The Project could adversely affect raptors and other nesting birds if construction occurs while they are present on or adjacent to the site through direct mortality or abandonment of nests. The loss of a nest due to construction activities would be a violation of CFGC Sections 3503 and 3513, and the Migratory Bird Treaty Act (MBTA). With implementation of Mitigation Measure BIO-2, potential impacts would be less than significant.

Mitigation Measure BIO-2: Pre-construction Nesting Bird Surveys

To avoid impacts to nesting birds, Project-related activities should occur outside of the bird breeding season (February 1 to August 31) to the extent practicable. If construction must occur within the bird breeding season, then no more than one week prior to initiation of ground disturbance and/or vegetation removal a nesting bird and raptor pre-construction survey shall be conducted by a qualified biologist within the disturbance footprint plus a 300-foot buffer, where feasible. If the Project is phased, a subsequent pre-

construction nesting bird and raptor survey may be required prior to each phase of construction within the Project site.

Pre-construction nesting bird and raptor surveys shall be conducted during the time of day when birds are active and shall be of sufficient duration to reliably conclude presence/absence of nesting birds and raptors onsite and within the designated vicinity. A report of the nesting bird and raptor survey results, if applicable, shall be submitted to the District for review and approval prior to ground and/or vegetation disturbance activities.

If nests are found, their locations shall be flagged. An appropriate avoidance buffer ranging in size from 25 to 50 feet for song birds, and up to 250 feet for raptors depending upon the species and the proposed work activity, shall be determined and demarcated by a qualified biologist with bright orange construction fencing or other suitable flagging. Active nests shall be monitored at a minimum of once per week until it has been determined that the nest is no longer being used by either the young or adults. No ground disturbance should occur within this buffer until the qualified biologist confirms that the breeding/nesting is completed and all the young have fledged. If Project activities must occur within the buffer, they should be conducted at the discretion of the qualified biologist.

Scenario RW2

Except for RAFSS, the impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

RAFSS

Under Scenario RW2, approximately 0.045 acre of RAFSS would be permanently impacted, and 0.188 acre would be temporarily impacted. However, removal of this vegetation is considered a less than significant impact, given that the vegetation is isolated and has been previously degraded as part of the initial basin site development and ongoing basin management. Nonetheless, RAFSS habitat should be avoided to the greatest extent feasible through implementation of Mitigation Measure BIO-1 (above).

SWP Surplus Discharge

This option would have no impact relative to the criteria above because under this Project component no changes to existing pipeline infrastructure would be made; existing conditions relative to SWP infrastructure and the existing biological resources context would continue indefinitely. Implementation of this Project component would not increase the potential for impacts relative to this criterion.

b) Less Than Significant with Mitigation Incorporated

Scenario RW1

The proposed Project would not have an adverse impact on riparian habitat but would have a minimal impact on other natural communities, as described above. The Basins were previously constructed, are currently used for groundwater replenishment, and do not have a direct hydrologic connection (i.e., flow discharge) with Wilson Creek. They are dominated by upland RAFSS and ruderal plant species, and do not contain a preponderance of hydrophytic (i.e., wetland) vegetation. The Basins were determined to be outside of federal (USACE) and State (RWQCB and CDFW) jurisdiction.

Under Scenario RW1, the Project would temporarily impact 0.489 acres of RAFSS and would permanently impact 0.037 acres of RAFSS. The permanent removal of a limited amount (less than 0.10 acre) of previously degraded and isolated amounts of sensitive habitat would be less than significant. However, implementation of Mitigation Measure BIO-1 (above) would further reduce impacts and assure that RAFSS in Wilson Creek is avoided.

Under Scenario RW1, the Project would divert some of the recycled water currently discharged by the WRWRF to San Timoteo Creek, sending it to the Wilson Basins instead. However, the potential reduction in creek discharges from the WRWRF was previously analyzed in Wastewater Change Petition WW-26 and the WRWRF permit process. The District must continue to discharge an annual average of 1.6 mgd to San Timoteo Creek as required by the minimum flow requirements specified by the WRWRF permit (Order No. R8-2015-0027; NPDES No. CA0105619) by substituting recycled water discharges with other discharge sources. In addition to maintaining required minimum flow requirements to San Timoteo Creek, water discharge levels and constituent amounts would be subject to the provisions of the *Adaptive Management Plan of the Habitat Monitoring Program for San Timoteo Creek*, ensuring that the Project would not result in reduced flows below the established minimum, non-compliant constituent levels, or degradation of riparian and aquatic habitat in San Timoteo Creek. Compliance with the WRWRF permit and associated *Habitat Management Plan* would ensure that the Project's impact would be less than significant.

Scenario RW2

Under Scenario RW2, the Project would temporarily impact 0.188 acres of RAFSS and would permanently impact 0.045 acres of RAFSS. Similar to Scenario RW1, the permanent removal of a limited amount (less than 0.10 acre) of previously degraded and isolated amounts of sensitive habitat would be less than significant. However, implementation of Mitigation Measure BIO-1 (above) would further reduce impacts and assure that RAFSS in Wilson Creek is avoided.

Under Scenario RW2, just as with RW1, the Project would divert some of the recycled water currently discharged by the WRWRF to San Timoteo Creek, sending it to the Wilson Basins instead. The impact determination related to this water diversion under Scenario RW2 would be the same as for Scenario RW1.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

c) No Impact

Scenario RW1

As discussed above, Wilson Creek meets the definition of a USACE and RWQCB jurisdictional aquatic resource under CWA Sections 404 and 401 because it is a tributary to a known water of U.S. (San Timoteo Creek). In addition, the creek is subject to the jurisdiction of the California Department of Fish and Wildlife (CDFW) under CFGC Section 1602. However, given that Wilson Creek was determined to be beyond the limits of proposed construction for the Project, no impact to the creek would result.

The Basins are not jurisdictional aquatic resources either, because they were previously constructed, are currently used for groundwater replenishment, and do not have a direct hydrologic connection (i.e., flow discharge) with Wilson Creek. They do not contain a preponderance of hydrophytic (i.e., wetland) vegetation, nor contain evidence of hydrologic flow.

Areas of the Project site where the monitoring wells and pump station would be located are areas that have been previously disturbed and which do not contain wetland vegetation. Therefore, project implementation would have no impact on federally protected wetlands.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

d) No Impact

Scenario RW1

A wildlife corridor allows movement for species to migrate through an area without barriers or fragments from urban land use. The Project would not result in the construction of any structures or other barriers that would adversely affect wildlife movement through the area. As such, the proposed Project would not interfere with wildlife movement in the area. The existing wildlife corridor for local species is located on the north side of the Wilson Creek Basins within the Wilson Creek channel.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

e) No Impact

Scenario RW1

Per Division 9 (Plant Protection and Management) of the City of Yucaipa Municipal Code, the City finds that "it is in the public interest to promote the continued health of this City's abundant and diverse plant resources by providing regulations and guidelines for the management of the plant resources in the incorporated areas of the City of Yucaipa on property or combinations of property under private or public ownership." As such, with some exemptions, under Division 9, management regarding the following resources has been established:

- Coniferous trees
- Native and heritage trees
- Riparian habitat
- Trees of the Genus *Quercus* except for scrub oak (*Quercus dumosa*).

The Project site does not contain any of these protected resources. While mule fat and tamarisk were observed within three of the five basins, the vegetation cover was too minimal to constitute a riparian habitat.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

f) No Impact**Scenario RW1**

The Project site is not located within the boundaries of a Habitat Conservation Plan, Natural Conservation Community Plan, critical habitat designated by USFWS, or other approved local, regional, or state habitat conservation plan. The Project would have no impact.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

3.5 Cultural Resources

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Background

A Cultural Resources Assessment (CRA) was prepared by BCR Consulting in October 2016 (Appendix D). The CRA addressed the Wilson Creek Basins Water Recharge Project. The CRA determined whether cultural resources are located within the Project site's boundaries, and developed specific mitigation measures that would address potential impacts to cultural resources that may occur because of Project implementation. The assessment included the following items:

- Cultural resources records search to review any other previously conducted studies and resulting identification of cultural resources recorded within a one-mile radius of the Project site's boundaries;
- Additional research through various local and regional resources;
- Systematic pedestrian survey of the entire Project site;
- Evaluation of California Register eligibility for any cultural resources discovered;
- Development of recommendations and mitigation measures for cultural resources
- Documented within the Project site's boundaries;
- Completion of California Department of Parks and Recreation (DPR) 523 forms for any discovered cultural resources; and
- Vertebrate paleontology resources report prepared by Dr. Samuel McLeod of the Los Angeles County Natural History Museum.

Results from the South Central Coastal Information Center (SCCIC) cultural resources records search indicated that 33 previous cultural resources studies have been conducted in the Project area and its vicinity, and that 11 cultural resources have been identified within a one-mile radius

of the Project site. Of the 33 previous studies, one study assessed an area within the Project site's boundaries, but no cultural resources were identified.

During the field survey, the historic-period Wilson Basins of the SBCFCD Wilson Creek System were identified. No other cultural resources (including prehistoric or historic archaeological or historic architectural resources) were discovered during the field survey. Disturbances related to the construction of the basins and adjacent roads are severe in all areas of the Project site. The basins were constructed between 1960 and 1963, replacing historic-period spreading grounds that were installed in the 1930s. The basins were re-piped in 1986 and sediments have partially filled them, altering their shape. However, their general configuration remains consistent, and they continue to operate as originally intended.

The California Register of Historical Resources criteria are based on National Register criteria. For a property to be eligible for inclusion on the California Register, one or more of the following criteria must be met: (1) It is associated with the events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the U.S.; (2) It is associated with the lives of persons important to local, California, or U.S. history; (3) It embodies the distinctive characteristics of a type, period, region, or method of construction, represents the work of a master, possesses high artistic values; and/or (4) It has yielded, or has the potential to yield, information important to the prehistory or history of the local area, California, or the nation.

Relative to the above criteria, the following determination was made regarding the historical significance of the Wilson Basins:

Criterion 1: Although the Wilson Basins represent part of a larger flood control development that helped shape southern California, the basins are not associated with important events to a degree that is historically significant. As such, they are not associated with events significant to local and state history.

Criterion 2: There is no evidence to associate the resource with any people notable in local, state, or national history.

Criterion 3: Although the shape of the basins is unique, their design is relatively common in the area and does not embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of an important creative individual, or possess high artistic values.

Criterion 4: Past research has exhausted this resource's future data potential, and as such it has not and is not likely to yield information important in prehistory or history, and its overall integrity is somewhat compromised. The resource occupies its original location and operates as intended, but alterations occurring in 1986 updated certain piping and concrete features. The basins exhibit good integrity of location and setting, and fair integrity of feeling and association. However, the 1986 alterations have compromised its integrity of design, materials, and workmanship.

Therefore, the basins are not eligible under any of the four criteria for listing in the National or California Register. As a result, this resource not considered a historical resource under CEQA.

The Native American Heritage Commission (NAHC) was contacted for a Sacred Land File Search and list of potentially interested groups or individuals relative to protection of Native American cultural resources. The NAHC replied on September 12, 2016. Results of the Sacred Land File

Search did not indicate presence of Native American cultural resources, and recommended that 18 groups/individuals be contacted. On September 16, 2016, all 18 groups/individuals were contacted by mail to solicit comments on the proposed Project. Only one response was received, on September 23, 2016 from Leslie Mouriquand of San Manuel Band of Mission Indians, requesting that a Phase I survey and records search be conducted and the results forwarded to the tribe.

In terms of paleontological resources, most of the proposed Project site has surface deposits composed of younger Quaternary Alluvium, with some older Quaternary Alluvium in the southeastern portion of the site, derived as alluvial fan deposits from the San Bernardino Mountains to the east via Wilson Creek, which is located adjacent to the site. Typically, the younger Quaternary deposits do not contain significant vertebrate fossils in the uppermost layers, but at relatively shallow depth there are probably older Quaternary deposits that may well contain significant fossil vertebrate remains.

a-d) Less than Significant with Mitigation Incorporated

Scenario RW1

No cultural resources were identified during preparation of the cultural resources assessment, no further investigations of the Project site are recommended, and no impacts to cultural resources under CEQA are expected to occur because of Project implementation. The Wilson Basins and recycled water pipeline sites have been previously developed and their surfaces disturbed. However, based on the various cultural resources identified within a one-mile radius of the Project site, as cited in previous cultural resources studies, the area may contain cultural resources. Based on this sensitivity, Mitigation Measures CUL-1, CUL-2, and CUL-3 should be implemented to mitigate any potential impacts to a level of less than significant.

Mitigation Measure CUL-1: Discovery of Cultural Artifacts Protocol

Ground disturbing activities always have the potential to reveal buried deposits not observed on the surface during field surveys. Prior to initiation of Project related ground disturbing activities, construction personnel should be alerted to the possibility of buried prehistoric or historic cultural deposits at the Project site. If personnel encounter buried cultural materials, work in the immediate vicinity of the find should cease and a qualified archaeologist should be retained to assess the significance of the find. The qualified archaeologist shall have the authority to stop or divert construction excavation as necessary. If the qualified archaeologist finds that any cultural resources found at the site meet eligibility requirements for listing on the California Register or the National Register, plans for the treatment, evaluation, and mitigation of impacts to the find shall be developed.

Mitigation Measure CUL-2: Discovery of Human Remains Protocol

If human remains are encountered during Project implementation, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner must be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the

MLD may inspect the site of the discovery. The MLD shall complete the inspection within 48 hours of notification by the NAHC.

Mitigation Measure CUL-3: Discovery of Paleontological Remains Protocol

Any excavations in the older Quaternary Alluvium exposed in the southeastern portion of the proposed Project site may well encounter significant fossil vertebrate remains. Any substantial excavations in the sedimentary deposits at the site should be closely monitored to quickly and professionally collect any fossils discovered without impeding the Project. Sediment samples should also be collected and processed to determine the small fossil potential at the proposed Project site. Any fossils recovered during Project implementation should be deposited in an accredited and permanent scientific institution for the benefit of current and future generations.

Implementation of Mitigation Measures CUL-1, CUL-2 and CUL-3 would reduce the Project's potential impact on cultural resources to a less than significant level.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

Because the Basins have been previously disturbed and subsequent operational period activities would not be expected to disturb paleontological resources and human remains, is anticipated that this Project component would result in less than significant impacts to historic, archaeological, and paleontological resources and human remains.

3.6 Geology and Soils

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Would the Project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) Less than Significant Impact**Scenario RW1**

- i. There are four Alquist-Priolo Earthquake Fault Zones in the City of Yucaipa, as shown in **Figure 3.6-1**. The San Bernardino segment of the San Andreas Fault runs through parts of northern Yucaipa, the Chicken Hill Fault runs through west Yucaipa and roughly parallels Oak Glen Road south of Yucaipa Boulevard, and the Crafton Hills Fault has two separate Earthquake Fault Zones along the south front of the Crafton Hills (City of Yucaipa, 2015). However, no known faults pass through the Project site.

When feasible, design of the Project would conform to Seismic Guidelines for Water Pipelines established by the Federal Emergency Management Agency and the National Institute of Building Sciences, which include considerations for the design of pipelines in seismic-prone areas such as the Project site. Given the site's low probability for surface rupture, in conjunction with standard seismic related design standards that would be implemented as part of the Project, Project implementation would not expose people or structures to potential substantial adverse effects relating to rupture of a known earthquake fault, strong seismic ground shaking, or seismic related ground failure. Impacts are considered less than significant, and no mitigation is required.

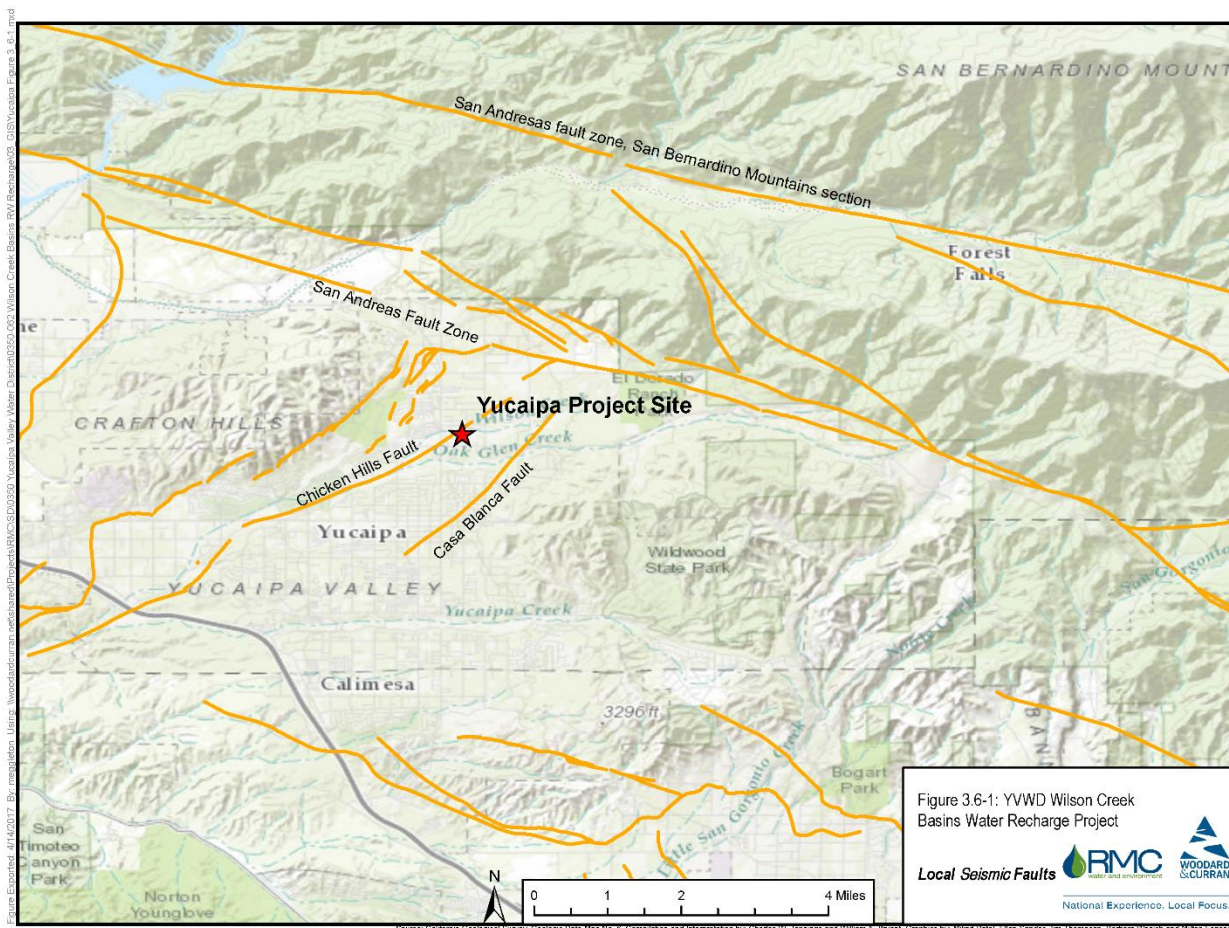
- ii. As is the case for all southern California, the City of Yucaipa is susceptible to seismic ground shaking due to the active faults running through the entire region. The proposed recycled water pipeline would be made of material commonly used for water conveyance, and the material would flex with movement. In addition, as indicated above, the Project would conform to applicable seismic related design standards. Impacts are considered less than significant, and no mitigation is required.
- iii. The Project site is in an area that is marginally susceptible to liquefaction hazards. The Project would be designed to comply with all federal, state and local codes to ensure a less than significant impact related to seismic related ground failure, including liquefaction. Impacts are considered less than significant, and no mitigation is required.
- iv. The project is not located within or adjacent to a hillside area. Therefore, construction and excavation activities would not be expected to increase the risk of landslides. No landslide impacts would occur, and no further analysis is required.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criteria above because under this Project component no changes to existing pipeline infrastructure would be made; existing conditions relative to SWP infrastructure and its geological context would continue indefinitely.



b) Less Than Significant Impact**Scenario RW1**

The soil type at the Project site consists of Younger alluvium (USGS OFR 2006-1217). Since alluvium consists of sand, gravel and silt from stream deposition, this soil type is generally poorly consolidated and very susceptible to erosion. Construction grading temporarily increases the potential for erosion by removing protective vegetation, changing natural drainage patterns, and constructing slopes. However, compliance with applicable design standards would ensure that no significant impacts would occur. In addition, construction activities for the Project would be required to occur under the auspices of the Santa Ana RWQCB and State of California's Construction General Permit (Order No. 2009-0009-DWQ) and associated Stormwater Pollution Prevention Plan (SWPPP) that details best management practices to reduce the potential for erosion during construction. Therefore, impacts are considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact because no construction is associated with its implementation, and no modifications that would result in the loss of soil or soil erosion would occur.

c) Less than Significant Impact**Scenario RW1**

Given that the Project site is not located within or adjacent to a designated hillside area, it is not susceptible to landslides and only marginally susceptible to liquefaction. Soil subsidence is not expected to occur, given that extraction of groundwater, oil, or gas is not a part of the proposed Project. The Project site is not located in an area containing unstable or collapsible soils. Project construction techniques would include filling excavated areas with native soil, followed by compaction of the soil to ensure soil stability and prevent soil collapse. Impacts are considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no changes to existing pipeline infrastructure would be made; existing conditions relative to SWP infrastructure and its geological context would continue indefinitely.

d) Less than Significant Impact**Scenario RW1**

Expansive soils are clay based soils that tend to expand as they absorb water and shrink as water is removed, potentially affecting the long-term stability of structures exposed to soils with this

characteristic. It is not expected that the Project site contains clay soils, since it consists of Younger alluvium (sand, gravel and silt from stream deposition). However, clay soils do occur in Yucaipa (City of Yucaipa, 2015). If clay soils are encountered, any potential effects associated with this type of soil would be addressed by designing the Project in conformance with applicable standards to ensure that the Project does not create substantial risks to life or property due to expansive soils. Impacts are considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no changes to existing infrastructure would be made; existing conditions relative to geological conditions would continue indefinitely. Implementation of this Project component would not increase the potential for impacts relative to the criteria listed above.

e) No Impact**Scenario RW1**

The project consists of the installation of a recycled water pipeline and monitoring wells. No septic tanks or alternative wastewater disposal systems are planned. No further analysis is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

No impact would result from implementation of this Project component, given that installation of septic tanks or alternative wastewater disposal systems is not proposed.

3.7 Greenhouse Gas Emissions

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Background

SCAQMD is the agency principally responsible for comprehensive air pollution control in the SCAB. Climate change and greenhouse gas (GHG) emissions have been addressed through a series of state legislation and executive orders.

To provide GHG emission guidance to local jurisdictions within the SCAB, SCAQMD has developed a GHG emissions significance threshold of 10,000 MTCO₂e/year for industrial facilities (SCAQMD 2015). The CARB published *Recommended Approaches for Setting Interim Significance Thresholds for Greenhouse Gases under the California Environmental Quality Act* (CARB 2008). This interim guidance set forth a proposal for industrial projects that included a significance threshold of 7,000 MTCO₂e/year from non-transportation-related GHG sources.

Methodology

GHG emissions apply to carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), hydrofluorocarbons (HFC), perfluorocarbons (PFC), sulfur hexafluoride (SF₆), and nitrogen trifluoride (NF₃). However, environmental documents, including this document, focus primarily on CO₂, CH₄, and N₂O because the remaining GHGs are unlikely candidates to be associated with projects subject to the specified thresholds.

GHGs are classified as being emitted from stationary or mobile sources for both direct and indirect emissions. Direct emissions encompass the project's complete operations, including GHGs emitted from a location within California from all stationary and mobile sources, involved in the operation, including off-road equipment, as well as removal of trees and other vegetation. Additionally, indirect emissions encompass GHGs that are emitted to provide the project with electricity, including generation and transmission of that electricity. The Project is considered a stationary source, where GHGs are likely to only result from the power needed to run the pump station.

To calculate the operational emissions for each of the three relevant pollutants, the total electrical demand of the Project must be known, as well as the utility company that will supply the electrical power, or "grid power." Based on the Project description, the booster pump station for Scenario

RW1 would require 338,000 kWh/yr for operation and maintenance, and Scenario RW2 would need no additional power for normal operation and maintenance as the pressurized system would be sufficient to transport the water to the spreading basins.

Grid power for the Project will be supplied by Southern California Edison which has Intensity Factors (lb./MWh) of 702, 0.029, and 0.00617 for CO₂, CH₄, and N₂O respectively. The Intensity Factors are then multiplied by the emissions required for the project and then converted in to metric tons (MT) of CO₂e per year. Table 3.7-1 shows the calculations used by the model to compute the final emissions total.

Table 3.7-1: Converting to CO₂e and Determining Total Emissions

CO ₂ Equivalent Total	GWP Individual Pollutant Calculation
CO ₂ Emissions (MTCO ₂ e) =	CO ₂ Emissions (MT) x 1 GWP
CH ₄ Emissions (MTCO ₂ e) =	CH ₄ Emissions (MT) x 21 GWP
N ₂ O Emissions (MTCO ₂ e) =	N ₂ O Emissions (MT) x 310 GWP
Total Emission =	CO ₂ + CH ₄ + N ₂ O (MTCO ₂ e)

Quantification of the GHG emissions for the Project was based on the carbon dioxide (CO₂) outputs generated during the Project operations using the new electrical loads required for the operation of the new booster pump facility. An analysis of anticipated facility usage led to anticipated operational GHG emissions for the Project of 108.0 MTCO₂e/year for Scenario RW1 and 0.0 MTCO₂e/year for Scenario RW2. Scenario RW2 would be zero because there is no additional pumping necessary beyond the baseline; the pumps that already distribute recycled water through the system and keep it pressurized will be sufficient to get the recycled water into the basins. The total GHG emissions for construction of the Project were estimated to be 34.7 MTCO₂e for Scenario RW1 and 27.1 MTCO₂e for Scenario RW2. Appendix E includes the summary output tables from air quality models and the indirect emissions from the Project's anticipated energy usage.

a) Less Than Significant Impact

Scenario RW1

Operational GHG emissions for the Project are estimated to be a maximum of 108.0 MTCO₂e/year for Scenario RW1, with construction-related emissions anticipated to be 34.7 MTCO₂e. Construction and operational emissions would be below the threshold of 7,000 MTCO₂e/year established by CARB.

The established CARB threshold of 7,000 MTCO₂e/year was established in accordance with Assembly Bill (AB) 32, which aims to reduce GHG emissions to a level that would avoid impacting the environment. Because it would produce GHG emissions that are well below the established CARB threshold, the Project would be considered to have a less than significant impact associated with the generation of GHG emissions, and no mitigation is required.

Scenario RW2

Given that there is no increase in GHG emissions for Scenario RW2, the impact determination for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Implementation of this Project component would have no impact, given that no construction would be required and no emissions would be produced during Project operations.

b) Less Than Significant Impact**Scenario RW1**

Applicable adopted plans, policies, and regulations associated with reducing the emissions of GHGs include CARB's *Recommended Approaches for Setting Interim Significance Thresholds for Greenhouse Gases under the California Environmental Quality Act*, the SCAQMD's *Air Quality Significance Thresholds*, the General Plans for the City of Yucaipa and San Bernardino County, and the City of Yucaipa's *Climate Action Plan*. Because operational emissions are directly linked to energy use for Scenario RW1 and associated electricity generation, operational emissions are anticipated to decrease over time as the state and local jurisdictions implement measures in accordance with AB 32.

The Project would also promote the use of recycled water, a use promoted by the City of Yucaipa's *2012 General Plan Update* and *Climate Action Plan*. The storage and use of recycled water as part of the Project would offset potable water use, and would therefore decrease the GHG footprint of the water provided to local users, given that the main source of potable water is imported that is known to have a relatively high energy footprint compared to other sources of water. Thus, the Project would not conflict with existing plans, policies, or regulations pertaining to GHG emissions. Impacts are considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Implementation of this Project component would have no impact, given that no construction would be required and no emissions would be produced during Project operations.

3.8 Hazards and Hazardous Materials

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

a) Less than Significant Impact**Scenario RW1**

During the Project's construction period, there would be a temporary increase in the routine transport and use of hazardous materials at the Project site. Limited quantities of miscellaneous hazardous substances, such as gasoline, diesel fuel, hydraulic fluids, paint, and other similar materials would be transported, used, and stored during Project construction. Operations and maintenance of the proposed Project would generate very few additional vehicle trips compared to existing conditions because a significant portion of the facilities at the Project site are existing and operational. Thus, impacts due to transportation of minor amounts of hazardous materials would be considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have less than impact relative to the criterion above because under this Project component no temporary or long-term routine transport or use of hazardous materials would occur. Minor gasoline or lubrication quantities transported by workers for O&M activities would not have a substantial impact on the environment.

b) Less than Significant Impact**Scenario RW1**

Because the proposed Project would only use limited quantities of hazardous materials during construction and would not increase the amount of hazardous materials delivered to the site during operation and maintenance of the facility, impacts to the public or the environment through reasonably foreseeable accident conditions involving the release of hazardous materials would be considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no construction would be necessary and use of hazardous materials on site would not be necessary during the Project's operational period.

c) Less than Significant Impact**Scenario RW1**

No schools are located within one-quarter mile of the proposed Project site. The nearest school, Wildwood Christian Academy, is located approximately 0.3 mile from the Project site, and therefore, impacts related to hazardous materials within one-quarter mile of a school would be less than significant. Furthermore, as noted above in items a and b, Project implementation would

result in a less than significant impact regarding the handling and release of hazardous materials. No mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because implementation of this Project component would not require emissions of or handling of hazardous materials within one-quarter mile of a school.

d) Less than Significant Impact**Scenario RW1**

Database searches indicated that one site near the proposed Project site is included on a list of hazardous materials sites compiled pursuant to Government Code §6592.5. The California Department of Fire and Forestry (CDF) Yucaipa Forest Fire Station (T0607199290) is located at 11416 Bryant Street, approximately 0.3 mile from the proposed Project site. This leaking underground storage tank (LUST) cleanup site has a status of "Completed – Case Closed" and no remedial actions were taken (SWRCB, 2017). Due to the distance and the status of the site, construction or operation of the proposed Project would not create a significant hazard to the public or the environment through the release of existing materials related to a listed hazardous materials site. Impacts would be less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no changes to existing infrastructure would be made; operation of the proposed Project would not create a significant hazard to the public or the environment through the release of hazardous materials related to a listed hazardous materials site.

e-f) No Impact**Scenario RW1**

No airports or private airstrips are located within the vicinity of the proposed Project. The proposed Project is located approximately 6.6 miles to the southeast of the Redlands Airport and is not located within the Redlands Airport land use planning area (City of Redlands, 2003). Therefore, the proposed Project is not anticipated to interfere with aviation activities due to the distance between the proposed Project site and aviation facilities. No impacts would occur.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to these criteria would be the same for the SWP Surplus Discharge option.

g) Less than Significant Impact**Scenario RW1**

Construction of the proposed Project would involve installation of recycled water pipelines within roadway rights-of-way, which would temporarily block access to some roadways and driveways currently used by emergency vehicles. Under Scenario RW1, approximately 2,000 feet of roadway would be impacted during installation of recycled water pipelines. As required by the City of Yucaipa, the District would develop and implement a Traffic Control Plan which would ensure that any potential impacts to an adopted emergency response plan or emergency evacuation plan are less than significant.

Scenario RW2

Under Scenario RW2, recycled water pipelines would be installed within levee access roads, and would therefore not impede roadways used by emergency vehicles. A small increase in traffic in the vicinity of the project site due to construction worker trips and operation of construction equipment (i.e. loaders, trucks) entering and exiting the site could increase traffic slightly, but would have a less than significant impact on emergency access through the project site. No mitigation would be necessary.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no changes to existing infrastructure would be made and no Project related actions would affect emergency access through the Project site.

h) Less than Significant Impact**Scenario RW1**

According to the California Department of Forestry and Fire Protection's (CDFFP's) Fire Hazard Severity Zone (FHSZ) maps, the proposed Project site is located within a Local Responsibility Area designated as non-very high fire hazard severity zone (non-VHFHSZ) (CDFFP 2008). Per the City of Yucaipa *2012 General Plan Update*, the proposed Project site is designated for institutional use, and is adjacent to residential and commercial uses (City of Yucaipa, 2016). The proposed Project is in an urbanized area and construction would not occur adjacent to wildlands. Impacts related to wildfires would be less than significant and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

3.9 Hydrology and Water Quality

	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
Would the Project:				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| j) Inundation of seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Background

In February 2017, hydrogeological modeling was completed to assess potential changes in groundwater quality and impacts to municipal drinking water wells from the proposed recharge of recycled water. The focused groundwater model was developed to evaluate the effects of recharging recycled water at the Wilson Creek Basins, which are located within the Gateway Subbasin of the Yucaipa Groundwater Basin. Four model scenarios were run to provide an evaluation of effects from recycled water recharge at Wilson Creek Basins assuming recharge volumes of 2,000 acre-feet per year (afy) and 5,000 afy with varying ratios of recycled water to imported water. The model was used to evaluate travel times of recycled water to the nearest wells and to determine the contribution of recycled water in nearby well production under the varying scenarios (Geoscience 2017). The full hydrogeological analysis can be found in **Appendix F**.

a) Less than Significant Impact**Scenario RW1**

Project implementation could potentially result in temporary violations of water quality standards during construction activities, including excavation and grading. These violations could result from exposure and disturbance of soils, and a potential increase in erosion and sedimentation into nearby drainage systems. However, as part of the Project, all construction activities would follow standardized methods as required by the Santa Ana RWQCB and the State of California's Construction General Permit (Order No. 2009-0009-DWQ). Compliance with the Construction General Permit would require development and implementation of a SWPPP which would identify specific BMPs that must be implemented to minimize and/or prevent soil erosion, sedimentation and the introduction via stormwater of construction related pollutants into waterways.

Additionally, the recycled water that would be used by the Project to recharge the groundwater basin is regulated under Article 5.1 of the California Code of Regulations Title 22 for groundwater recharge and replenishment projects (§60320.100 et seq.). The proposed Project would comply with the Title 22 regulations, which minimizes water quality impacts of surface spreading with recycled water through the use of water quality standards and treatment reliability criteria for recycled water. To ensure that the Project complies with water quality standards, the District would deliver both recycled water and SWP water to the spreading basins to dilute the recycled water as the groundwater basin is recharged. The District would apply 1,250 afy of recycled water and 3,750 afy of imported water to dilute the recycled water to comply with Title 22 regulations. As shown in the Recycled Water Use Evaluation using Gateway Subbasin Focused Groundwater Model (**Appendix F**), model Scenario RW2 assumes a recycled water recharge volume of 1,250 afy and imported water recharge volume of 3,750 afy. Under this model scenario, the average percentage of recycled water would remain below the 20% contribution threshold for 120 months at all production wells (Geoscience 2017).

In addition, discharge of WRWRF recycled water into San Timoteo Creek will continue in compliance with the requirements set forth in the WRWRF permit (Order No. R8-2015-0027; NPDES No. CA0105619) and Wastewater Change Petition WW-26, as discussed in *Section 3.4 Biological Resources*. Therefore, the Project's impacts would be less than significant and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no Project related actions would violate water quality standards or waste discharge requirements.

b) No Impact**Scenario RW1**

The proposed Project would not deplete groundwater supplies because it does not propose to pump or utilize additional groundwater beyond existing planned levels. The purpose of the proposed Project is to replenish the Yucaipa groundwater subbasin with a blend of recycled water and SWP water. Once implemented, the proposed Project would contribute to sustainable management of the groundwater basin. The proposed Project would not deplete groundwater supplies or interfere with groundwater recharge and no impacts would occur.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

c-e) Less than Significant Impact**Scenario RW1**

During construction, trenching and other excavation activities would occur, which could temporarily alter the Project site's existing drainage pattern along the proposed recycled water pipeline alignments and at the site of the proposed booster pump station. Implementation of a SWPPP, as required under the State's General Construction Permit, would reduce the risks of runoff that could contribute additional sources of polluted runoff, would reduce the risks of runoff from the proposed Project that could result in flooding on- or off-site, substantial erosion or siltation. Therefore, construction impacts are considered less than significant, and no mitigation is required.

In addition, during project operations, discharge of recycled water into the recharge basins would occur at a minimal rate of two to four cubic feet per second, which would slightly pond and then

percolate into the ground. Therefore, operational period impacts would also be considered less than significant.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to these criteria would be the same for the SWP Surplus Discharge option.

f) Less than Significant Impact**Scenario RW1**

Potential water quality impacts are addressed under Impact a), above. All construction activities would follow standardized methods as required by the Santa Ana RWQCB and the State of California's Construction General Permit, and a SWPPP would be implemented. Potential water quality impacts would, therefore be less than significant and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no Project related actions would degrade water quality. Discharge of surplus SWP water would improve overall water quality in the Basins given that it would blend with recycled water also discharged into the Basins.

g) No Impact**Scenario RW1**

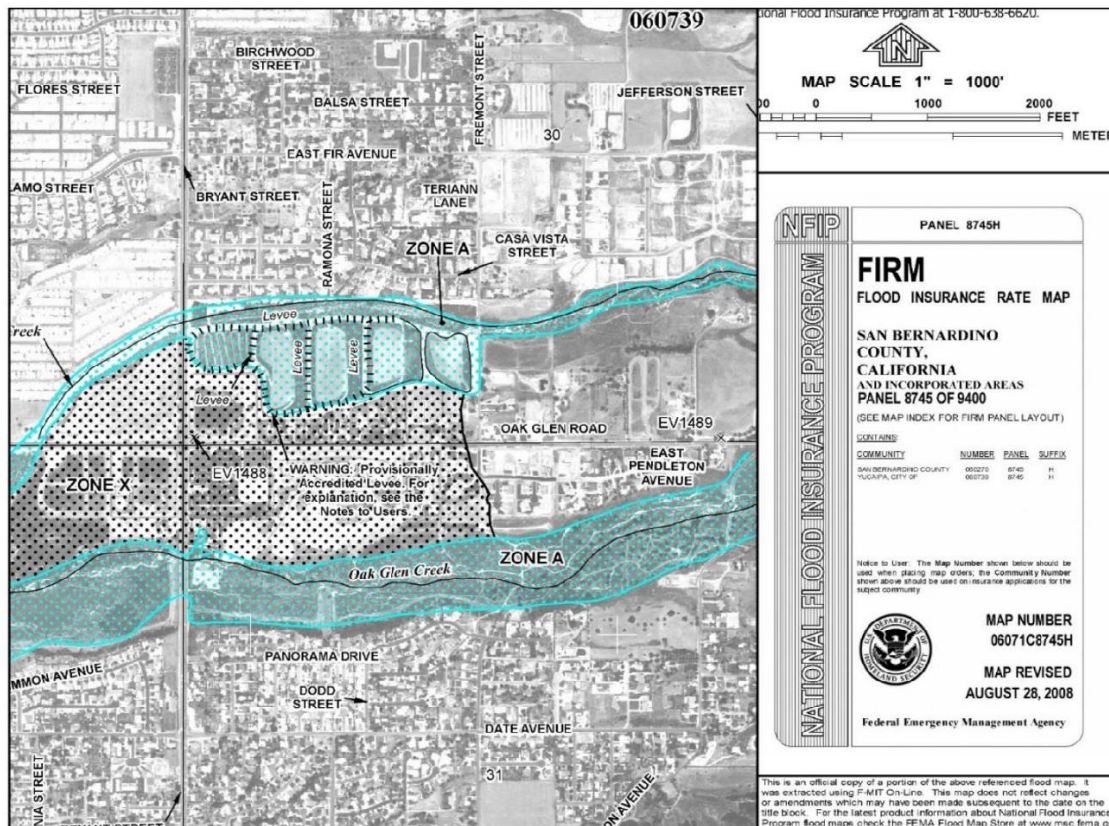
The proposed Project site is partially located within a 100-year flood hazard area, as shown on **Figure 3.9-1**. The spreading basins are in Zone A, a 100-year flood hazard zone. Most construction activities would be in Zone X, a 500-year flood hazard area. Although the proposed Project would construct facilities within the 100-year flood hazard zone, it would not involve construction of housing. Therefore, the proposed Project would not place housing within a 100-year flood hazard area, and no impacts would occur.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

Figure 3.9-1: Federal Emergency Management Agency Flood Insurance Rate Map**h) Less than Significant Impact****Scenario RW1**

Portions of the proposed Project would be located within a 100-year flood hazard area. The proposed Project would include several above-ground facilities (pump station, outlet structures, and monitoring wells) that would have the potential to impede or redirect flood flows, although above-ground facilities would primarily be located outside of the 100-year flood hazard area. Above-ground facilities would be designed and located such that they would minimally impede or redirect flood flows. Therefore, impacts would be less than significant.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

No new structures are proposed under the SWP Surplus Discharge option, given that existing SWP pipeline infrastructure would be used to implement this option. There would be no impact.

i) Less than Significant Impact**Scenario RW1**

The proposed Project would be located approximately 1.5 miles from the Crafton Hills Dam. The City of Yucaipa *2012 General Plan Update* indicated that the chance for breach or failure of the dam is remote. If failure does occur, the floodwater would flow to the south along Glen Oak Road, away from the proposed Project site which is located to the southeast of the dam.

The City's General Plan specifies that the City is susceptible to flooding due to the steep terrain, though the proposed Project site is in a relatively level area. The four spreading basins located within the proposed Project area were designed to control flooding in the area. The ability of the spreading basins to be utilized for flood control would not be impacted by the proposed Project, as the hydraulic capacity at each discharge point is greater than the flows of the proposed Project and flows to the spreading basins would be reduced during wet weather events, as necessary. Additionally, the proposed Project would not include structures that would be occupied by people, and the public does not have access to the basins when they are inundated with water. Therefore, the proposed Project would not expose people or structures to a significant risk of loss, injury or death involving flooding. Impacts would be less than significant and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

j) No Impact**Scenario RW1**

Seiche and tsunami are associated with inland water bodies and ocean surges, neither of which would impact the proposed Project due to distance from the ocean and inland water bodies. Additionally, the proposed Project site is in a relative level area. Therefore, no impacts resulting from inundation of seiche, tsunami, or mudflow would occur.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

3.10 Land Use and Planning

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the Project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-c) No Impact

Scenario RW1

The proposed Project would not physically divide an established community. Project construction would occur entirely within SBCFCD's existing right-of-way, which is zoned as Institutional Public Land and designated as Institutional under the City of Yucaipa *2012 General Plan Update*. Land use at the Project site after Project implementation (groundwater recharge) would not conflict with this zoning designation or General Plan land use designation. No Habitat Conservation Plan or Natural Community Conservation Plan is relevant to the proposed Project or Project site. The Project would have no land use and planning related impact.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criteria above because under this Project component no changes to existing infrastructure would be made; existing conditions relative to land use would remain unchanged.

3.11 Mineral Resources

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) No Impact

Scenario RW1

The mineral resource zone (MRZ) classification areas in Yucaipa are shown in the California Geological Survey (CGS) mineral resources map, "Mineral Land Classification of a Part of Southwestern San Bernardino County: The San Bernardino Valley Area, California (East)" (CGS 1995). The City of Yucaipa and its Sphere of Influence (SOI) fall within the MRZ-3 zone. MRZ-3 indicates areas of undetermined mineral resource significance. Per the *Yucaipa General Plan Update Draft EIR December 2015*, Yucaipa does not contain any mineral resources of statewide or regional importance. There are no locally important mineral resource recovery sites in the City or the SOI.

Project implementation would not result in the loss of availability of a locally important mineral resource, and no impacts relating to mineral resources recovery sites would occur.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to these criteria would be the same for the SWP Surplus Discharge option.

3.12 Noise

	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
Would the Project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the Project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Background

The City of Yucaipa developed a Noise Element with policies to protect its citizens from the harmful and annoying effects of exposure to excessive noise, and to protect the economic base of the city by preventing the encroachment of incompatible land uses within areas affected by existing noise-producing uses (City of Yucaipa, 2015). Areas within the city are designated as "noise-impacted" if they are exposed to existing or projected future exterior noise levels from mobile or stationary sources exceeding the standards listed in the Noise Element.

Section 87.0905 of the City of Yucaipa Municipal Code includes noise standards by land use, as shown in Table 3.12-1.

Table 3.12-1: Municipal Code Noise Standards

Affected Land Use (Receiving Land Use)	Noise Level (dBA)	Time Period
Residential	55	7:00 am to 10:00 pm
	55	10:00 pm to 7:00 am
Professional Services	55	Anytime
Other Commercial	60	Anytime
Industrial	70	Anytime
Source: Yucaipa General Plan Update Draft EIR, 2015.		

Per Section 87.0905(e) of the Municipal Code, noise sources associated with temporary construction, repair or demolition are exempt from the City noise standards between the hours of 7:00 am to 7:00 pm, except Sundays and federal holidays.

Under §87.0910 of the Municipal Code, “No ground vibration shall be allowed which can be felt without the aid of instruments at or beyond the lot line, nor will any vibration be permitted which produces a particle velocity greater than or equal to two-tenths (0.2) inches per second measured at or beyond the lot line. “Construction activities are exempt from the vibration standards between 7:00 AM and 7:00 PM, except on Sundays and federal holidays.

a) Less Than Significant Impact

Scenario RW1

Project related construction activities would create intermittent noise higher than existing ambient noise levels or noise standards listed above. The most sensitive noise receptors near the Project site are residential land uses along Oak Glen Road. Per City of Yucaipa noise standards, noise levels in residential areas are not to exceed 55 dBA. Table 3.12-2 presents a representative list of the construction equipment that would be used for the Project. Receptors within 50 feet of construction activities associated with the Project would be subjected to construction-related noise levels ranging from 76 dBA to 98 dBA. However, the City’s Municipal Code (§87.0905(e)) exempts temporary construction activities from the City noise standards between the hours of 7:00 am to 7:00 pm, except Sundays and federal holidays.

Project construction activities would be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Saturday, excluding federal holidays. Construction during these hours is exempt from the City Noise Ordinance, but would be in excess of the City’s noise level standards. Nevertheless, given that construction activity would occur during permitted construction hours, the Project’s impact would be less than significant.

Table 3.12-2: Construction Equipment Noise Levels

Construction Equipment	Noise Level (dBA, Leq at 50 feet)
Dump Truck	88
Portable Air Compressor	81
Concrete Mixer	85
Scraper	88
Jack Hammer	88
Dozer	87
Paver	89
Generator	76
Backhoe	85
Rock Drill	98
Source: Yucaipa Valley Water District	

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have a less than significant impact relative to the criterion above. Under this Project component, no construction would be required and no changes to existing pipeline infrastructure would be made which would be out of compliance with noise level standards, though Basin scarification activities during the operational period would produce some noise. The closest sensitive receptor (residences along Oak Glen Road) are approximately 200 feet and greater from the Basin bottoms, where maintenance activities would be focused. Given that the Basin bottoms are lower in elevation than the top of the levees and access roads between them, the basin slopes would help confine the equipment noise within the Basins and prevent it from emanating to nearby residences. Due to the minimal amount of equipment used for maintenance, the distance from the nearest sensitive receptors and the concentration of maintenance activities being located down in the Basin bottoms, these activities are not expected to expose persons to noise levels in excess of local standards. Potential noise impacts from these activities on nearby residences would be less than significant.

b) Less than Significant**Scenario RW1**

The Project involves construction of a recycled water pipeline, pump station, and monitoring wells. No blasting or pile driving would occur during project construction. Monitoring well construction would involve use of a reverse rotary drilling method, in which a drill pipe or drill stem coupled to a drilling bit rotates and cuts through the soil. The noise associated with monitoring well construction would be noticeable to nearby land uses, but would be considered less than

significant given that it would occur during construction hours as allowed by the City of Yucaipa Noise Ordinance. No mitigation would be necessary.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no construction would be required and no changes to existing infrastructure would be made that would generate groundborne vibration or noise. Implementation of this Project component would not increase the potential for impacts relative to the criterion listed above.

c) Less Than Significant Impact

Scenario RW1

During the Project's operational period, ambient noise levels within the vicinity of the booster pump station would increase slightly. Quiet suburban areas typically have noise levels in the range of 40-50 dBA, while those along arterial streets are in the 50-60+ dBA range. Although the new booster pump station would be enclosed in a building that would attenuate noise, the loudest piece of equipment (the 155 HP pump motors) would produce 60 to 75 dBA when in operation. The nearest sensitive receptors (residential) are located approximately 250 feet north of the pump station. Also, there is existing ambient noise from traffic on the road between the pump station and the residences to the north. As such, the estimated noise levels (less than 40 dBA¹) at 250 feet from the pump station would be well below the acceptable levels for the affected land uses and would not expose persons to or generate noise levels in excess of standards established in the Municipal Code (55 dBA). Neither the proposed recycled water pipeline, nor the proposed monitoring wells, would produce a permanent increase in ambient noise levels. Impacts are considered less than significant, and no mitigation is required.

Noise-generating operations for the Project would also include potentially intermittent operation of a portable emergency generator, and vehicle trips and equipment used for routine maintenance of facilities. Routine maintenance and use of portable emergency generators would not occur on a regular basis; therefore, they would not substantially contribute to the long-term ambient noise levels. Impacts are considered less than significant, and no mitigation is required.

Scenario RW2

Project implementation under Scenario RW2 would not require construction and operation of a pump station. Therefore, none of the Scenario RW2 project features would result in a permanent increase to ambient noise levels. The project would have no impact.

¹ Assuming an attenuation rate of 6 to 7.5 dBA per doubling of distance.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no construction would be required and no changes to existing infrastructure would be made that would produce a permanent increase in ambient noise levels in the Project vicinity.

d) Less Than Significant Impact**Scenario RW1**

Proposed construction activities would occur within the times allowed by the Municipal Code, during which the Project would be exempt from noise level limits. The Project's impact would therefore be less than significant. However, given that the Project site is near residences along Oak Glen Road and Fremont Street, the Project is encouraged to implement the following construction practices to reduce construction noise levels:

- **Install and Maintain Mufflers:** construction equipment generating more than 75 dBA noise as measured at 50 feet will be installed with mufflers to reduce noise emissions. Noise muffling equipment will be maintained by contractors and periodically tested for continued performance. Noise testing will be required to demonstrate proper installation and maintenance of muffling equipment.
- **Idling Prohibition and Enforcement:** no idling of trucks and construction equipment with internal combustion engines for more than 5 minutes.
- **Equipment Location and Shielding:** stationary noise-generating construction equipment, such as compressors, pumps, generators, jacking equipment, drills, and pneumatic tools will be located as far as possible from residences.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Due to the minimal amount of equipment used for maintenance, the distance from the nearest sensitive receptors, and the concentration of maintenance activities being located within the Basin bottoms, operational period activities would be not expected to generate a substantial temporary or periodic increase in ambient noise levels beyond the property boundary. Potential noise impacts from these activities on nearby residences would be less than significant.

e) No Impact**Scenario RW1**

The Project would have no impact because it is not located within an airport land use plan nor within two miles of a public airport.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

f) No Impact**Scenario RW1**

The Project would have no impact because it is not near a private airstrip.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

3.13 Population and Housing

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) Less than Significant Impact**Scenario RW1**

The Project would not induce substantial population growth in the Yucaipa and/or Calimesa area. Installation of the Project's recycled water infrastructure would facilitate recharge of recycled water into the Yucaipa groundwater subbasin via the Wilson Creek Basins, enabling the District

to decrease its reliance on SWP water. Additionally, the use of recycled water adds an additional source of water, which would be indispensable during multiple dry years.

Additional recharge with SWP water when it is available would not directly induce population growth; recharge activities would improve reliability of the District supplies by providing additional underground storage for dry years. Bolstering of the District's water supplies could have an indirect impact on water availability, but population growth is addressed by the City of Yucaipa's General Plan and EIR. This impact is considered less than significant.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

Use of the existing SWP pipeline to discharge surplus water to the Basins when it becomes available may indirectly contribute to population growth via water availability. However, this impact is addressed by the City of Yucaipa General Plan and the impact is considered less than significant.

b-c) No Impact

Scenario RW1

Neither installation of the recycled water pipeline nor recharge activities in the Basins would displace housing or people, requiring establishment of housing elsewhere. The Project is north of a residentially zoned development, but no impact to the development or surrounding area would result.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

Use of the existing SWP pipeline to discharge surplus water to the Basins when it becomes available would not displace housing or people, requiring the establishment of housing elsewhere. There would be no impact.

3.14 Public Services

<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
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Would the Project:

- a) Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:

Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

a) Less than Significant**Scenario RW1**

The Project would not increase existing demand levels for public services (e.g., fire and police protection, schools, parks, libraries, or health clinics) because population growth would not result from Project implementation. In addition, Project construction and operation and maintenance would not be labor intensive, and therefore would not substantially increase the need for new staff at any public protection agencies (e.g., police and fire). Given that Project implementation would not result in a change in demand for any public services over the long term, additional equipment or resources for those public service providers would not be required. The Project's impact would be less than significant and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have a less than significant impact relative to the criterion above because under this Project component no construction would be required and operations and maintenance activities would be minimal, requiring no increase in public services staffing levels.

3.15 Recreation

	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
Would the Project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) No Impact**Scenario RW1**

The Project site is not located within or adjacent to any designated recreational areas. The Project would not result in an increased use of existing neighborhood or regional parks, nor would it include or require construction of recreational facilities. Therefore, the Project would have no impact.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to these criteria would be the same for the SWP Surplus Discharge option.

3.16 Transportation/Traffic

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
Would the Project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

a-b) Less than Significant

Scenario RW1

The Project would be constructed entirely within roadway rights-of-way and SBCFCD property. Open trench construction would be employed for most the pipeline alignment. Construction activities may require closure of some traffic lanes, thus reducing roadway capacities. In addition,

construction traffic could result in increased traffic volumes. Construction related traffic trips are estimated to total about 30 per day, including 8 round trips for off hauling of material, two round trips for delivery of materials, and 20 small vehicle trips for construction worker commuting.

As required by the City of Yucaipa, a Traffic Control Plan would be developed for the Project, which would reduce traffic and circulation related impacts resulting from potential temporary lane closures during Project construction. Should road closures be deemed necessary, they would be incorporated into the Project's Traffic Control Plan. Implementation of the Traffic Control Plan would ensure that the Project's impact would be less than significant. No mitigation would be necessary.

Scenario RW2

In contrast to Scenario RW1, implementation of Scenario RW2 would not require construction within a public right-of-way, and therefore would not result in significant traffic and emergency access impacts. All project features proposed under Scenario RW2 would be built on private property. Though there would be additional vehicles entering and exiting the project site during project construction compared to existing conditions, this impact is considered less than significant and no mitigation is required.

SWP Surplus Discharge

This option would have a less than significant impact relative to the criteria above because under this Project component no construction would be required and vehicle trips associated with operations and maintenance activities would be minimal.

c) No Impact

Scenario RW1

The Project would not affect air traffic patterns, and would be located sufficiently far from an airport or airstrip to avoid creating a substantial air traffic safety risk. There would be no impact.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

d) Less than Significant Impact

Scenario RW1

The Project would not create or substantially increase a traffic hazard due to a design feature. The roadway right-of-way excavated for the pipeline may be temporarily reconfigured to accommodate construction activities, but would be restored to preconstruction conditions upon project completion. As required by the City of Yucaipa, a Traffic Control Plan would be developed

for the Project, which would reduce traffic and circulation related impacts resulting from potential temporary lane closures during Project construction. Therefore, the Project's impact would be less than significant.

Scenario RW2

In contrast to Scenario RW1, implementation of Scenario RW2 would not require construction within a public right-of-way. All project features proposed under Scenario RW2 would be built on private property. There would be no need to reconfigure Oak Glen Road to accommodate construction activities, given that the proposed Scenario RW2 pipeline would be built on private levee access roads. The project would have no impact.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no construction would be required and no design change to existing infrastructure would be made which would produce a dangerous condition.

e) Less than Significant**Scenario RW1**

Lane closures and other potential traffic impacts caused by construction activities associated with the Project would have the potential to impede emergency response to the Project site and its vicinity, or to areas accessed via those routes. However, implementation of a Traffic Control Plan, as required by the City of Yucaipa, would ensure that these impediments would be less than significant.

Scenario RW2

In contrast to Scenario RW1, implementation of Scenario RW2 would not require construction within a public right-of-way, and therefore would not result in significant emergency access impacts. All project features proposed under Scenario RW2 would be built on private property. Though there would be additional vehicles entering and exiting the project site during project construction compared to existing conditions, no lane closures would be required, and the project would not interfere with the transit of emergency vehicles through the project site and the immediate vicinity. This impact is considered less than significant and no mitigation is required.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no construction would be required which would affect traffic circulation, and no change to existing infrastructure or existing emergency access routes would be made.

f) Less than Significant**Scenario RW1**

Upon completion, the Project would not conflict with adopted policies, plans, or programs regarding alternate transportation, nor would it decrease the safety of these facilities. There would

be temporary impacts to alternative modes during Project construction, such as impeded access to bike lanes, and pedestrian walkways along the pipeline construction corridor, but these impacts would be temporary. Implementation of the Project's Traffic Control Plan would ensure these potential impacts would be less than significant.

Scenario RW2

In contrast to Scenario RW1, implementation of Scenario RW2 would not require construction within a public right-of-way, and therefore would not interfere with the normal use of alternate transportation facilities. All project features proposed under Scenario RW2 would be built on private property. The project would have no impact.

SWP Surplus Discharge

This option would have no impact relative to the criterion above because under this Project component no construction would be required and no change to existing infrastructure would be made which would interfere with alternate transportation facilities.

3.17 Utilities and Service Systems

	<i>Potentially Significant Impact</i>	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
Would the Project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the Project that it has adequate capacity to serve the Project's projected demand in				

addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

a) Less Than Significant Impact**Scenario RW1**

The recycled water used for recharge in the Wilson Creek Basins would comply with Title 22 standards required by the SWRCB Division of Drinking Water and incorporated into the NPDES/WDRs issued by the Santa Ana RWQCB. To implement recycled water recharge, periodic testing of both product water and groundwater would occur to ensure that water quality would not exceed applicable regulatory agency requirements. The Project would have a less than significant impact, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The surplus SWP water discharged into the Basins would not exceed applicable regulatory agency requirements for water quality. There would be no impact.

b) Less Than Significant Impact with Mitigation Incorporated**Scenario RW1**

Project implementation, which involves construction of expanded recycled water facilities, would potentially result in impacts related to biological resources and cultural resources, as mentioned in *Sections 3.4 Biological Resources*, and *3.5 Cultural Resources*. Mitigation measures would be implemented to ensure these impacts are reduced to levels of less than significant.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

Discharge of SWP surplus water from existing SWP pipeline infrastructure would result in no environmental impacts which would require construction of new water or wastewater infrastructure.

c) Less Than Significant Impact**Scenario RW1**

The Project would not require construction of new nor expansion of existing storm water drainage facilities. Storm drainage for the pump station and monitoring wells would be designed according to the City of Yucaipa Standard Design Guidelines for Public Works Construction and Grading. Impacts would be considered less than significant, and no mitigation is required.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

Discharge of SWP surplus water from existing SWP pipeline infrastructure would have no environmental impacts requiring construction of new storm water drainage facilities.

d-e) Less Than Significant Impact**Scenario RW1**

Obtaining sufficient water supply is integral to the Project, since SWP water is required to blend with the recycled water that would be recharged into the Wilson Creek Basins. Recycled water recharge amounts would be determined based on the availability of blend water. The District, which is the wastewater treatment provider, has adequate capacity to serve the projected recharge volumes. The District would adequately balance the recycled water demand based on the availability of water from the SWP. This impact is considered less than significant.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

Discharge of SWP water into the Basins beyond existing discharge levels would occur only during years when surplus SWP water is available. Because implementation of this option would occur only when surplus SWP water is available, there would be no impact in terms of whether there would be sufficient water supply to implement this option.

f-g) Less Than Significant Impact**Scenario RW1**

Construction of the Project would result in about 76 cubic yards of soil hauled off the Project site each day. One cubic yard of material is estimated to weigh about one ton. Construction waste can be delivered to the San Timoteo Landfill, located in Redlands, California, which has a maximum permitted capacity of 20.4 million cubic yards, and as of December 2012 (latest data) had a remaining capacity of 13.6 million cubic yards (Cal Recycle, 2017). The landfill's estimated closure date is January 1, 2043. Given that the landfill has a daily capacity of 2,000 tons of material per day, the Project would not result in an undue burden on the landfill's capacity and

would comply with federal, state and local statutes regarding solid waste. The Project would have less than significant impacts, and no mitigation is needed.

Scenario RW2

The impact for Scenario RW1 pursuant to these criteria would be the same for Scenario RW2.

SWP Surplus Discharge

This option would have no impact relative to the criteria above because under this Project component no construction would be required and no burden would be placed on landfill capacity.

3.18 Environmental Justice

	<i>Less Than Significant With Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
<i>Potentially Significant Impact</i>			

Would the Project:

- a) Cause impacts to minority or low-income populations, that are disproportionately high and adverse, either directly, indirectly, or cumulatively?

☐ ☐ ☐ ☒

Background

A minority population is present in a Study Area if the minority population of the affected area exceeds 50%, or if the minority population percentage of the affected area is meaningfully greater than the minority population percentage in the general population. USEPA guidelines recommend that analysis of low-income communities consider the U.S. Census Bureau's poverty level definitions. Disadvantaged Communities (DACs) are defined by the California Department of Water Resources (DWR) as communities with a median household income (MHI) of 80% or less than the statewide MHI, making DACs any community with an MHI of \$49,454 or less. Economically Disadvantaged Areas (EDAs) are defined by DWR as a municipality with a population of 20,000 persons or less, a rural county, or a reasonably isolated and divisible segment of a larger municipality, with an annual MHI that is less than 85% of the statewide MHI, and with one or more of the following conditions as determined by the department: financial hardship; unemployment rate at least 2% higher than the statewide average; or low population density. Figure 3.18-1 shows the location of DACs and EDAs near the Project site. Mapping for the Study Area shows that there are no minority or low-income populations within the Study Area.

a) No Impact**Scenario RW1**

No environmental justice impacts are expected from Scenario RW1. The Project site does not lie within either a DAC or EDA designated area, thus avoiding any detrimental effects to these sensitive demographics. There would be no impact.

Scenario RW2

The impact for Scenario RW1 pursuant to this criterion would be the same for Scenario RW2.

SWP Surplus Discharge

The impact for Scenario RW1 pursuant to this criterion would be the same for the SWP Surplus Discharge option.

Figure 3.18-1a: Environmental Justice Maps

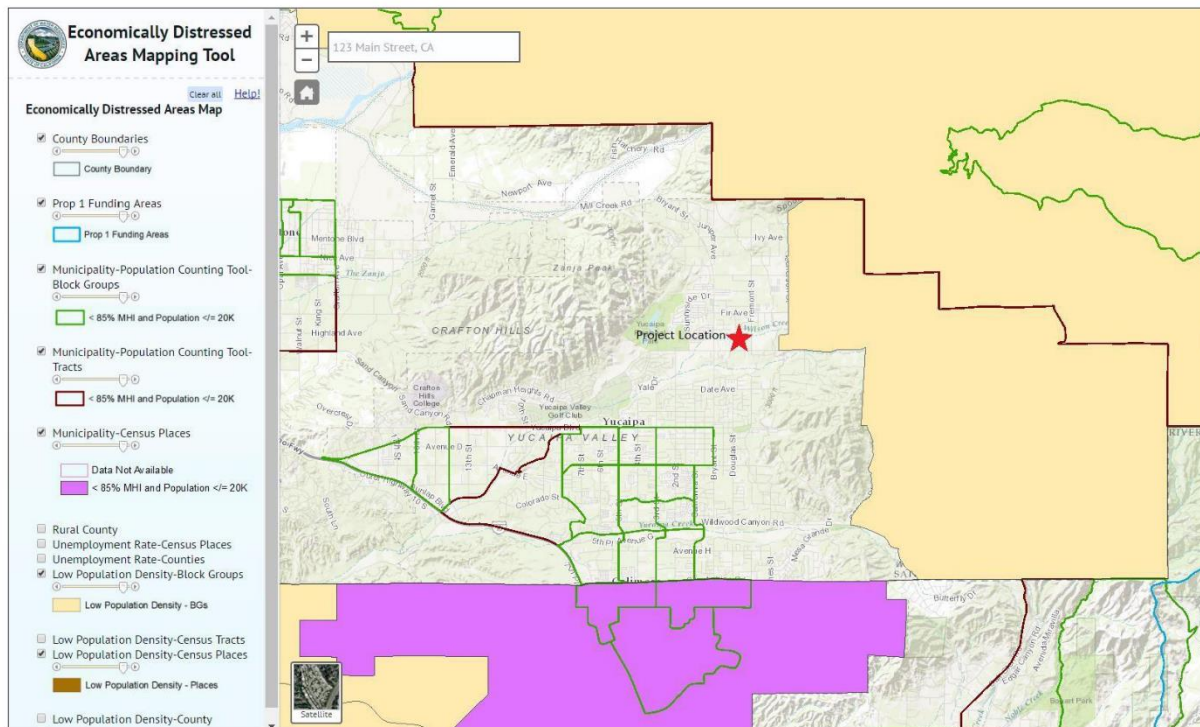
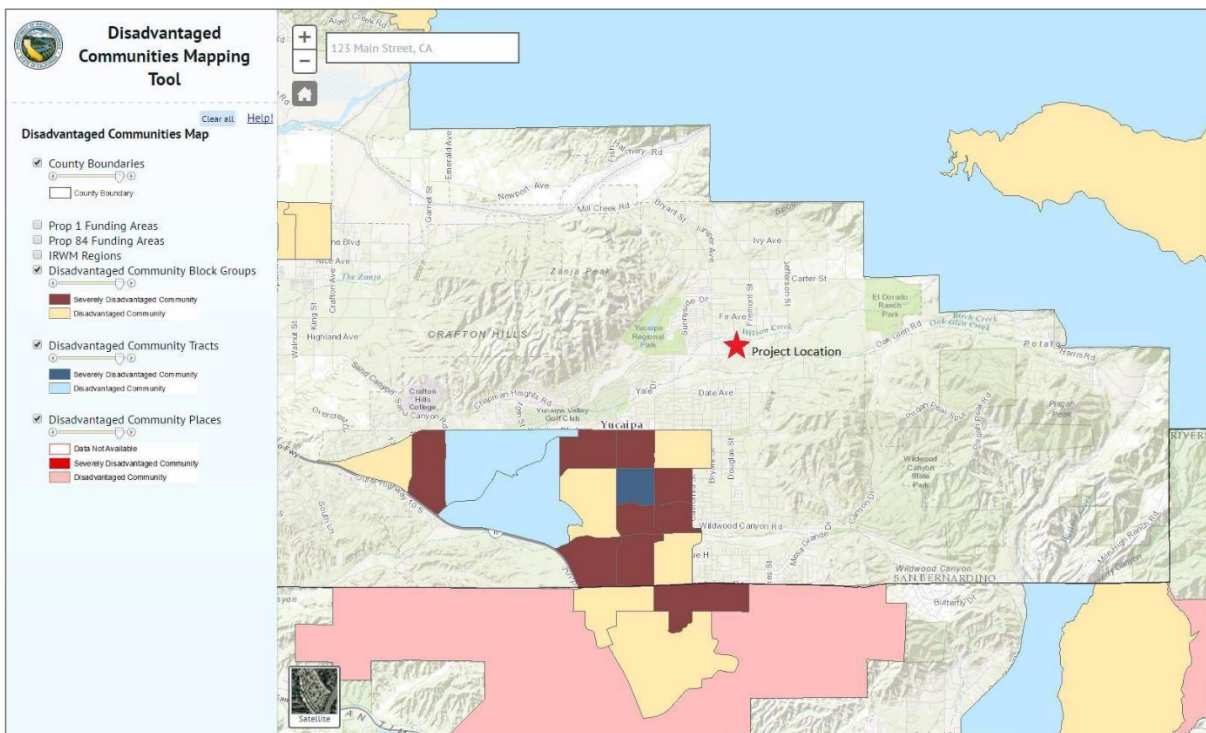


Figure 3.18-1b: Environmental Justice Maps



3.19 Mandatory Findings of Significance

	<u>Potentially Significant Impact</u>	<u>Less Than Significant With Mitigation Incorporated</u>	<u>Less Than Significant Impact</u>	<u>No Impact</u>
a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the Project have impacts that are individually limited, but cumulative considerable? ("Cumulative considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the Project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

a) Less than Significant with Mitigation Incorporated

As discussed in *Chapter 3 Environmental Checklist* under each of the resource topics in this IS/MND, the proposed Project could result in less than significant impacts on the environment with respect to biological resources and cultural resources.

Project related construction activities would potentially result in impacts to Riversidean Alluvial Fan Sage Scrub (RAFSS) and nesting birds, if present at the time of construction. As discussed in *Section 3.4 Biological Resources*, implementation of Mitigation Measures BIO-1 and BIO-2 would reduce these potential impacts to a level of less than significant.

Though no cultural resources were identified during preparation of the IS/MND and the site has been previously developed and its surface disturbed, based on the various cultural resources identified within a one-mile radius of the Project site, the area may contain unknown buried cultural resources. Based on this sensitivity, and discussed in *Section 3.5 Cultural Resources*, implementation of Mitigation Measures CUL-1, CUL-2 and CUL-3 would reduce these potential impacts to a level of less than significant.

b) Less than Significant

For the reasons described throughout *Chapter 3 Environmental Checklist*, either there would be no potentially significant impacts, or mitigation measures could be implemented to address potentially significant Project level impacts. For RAFSS and nesting birds, Project impacts would be minimized by preconstruction surveys and avoidance measures, and would not be cumulatively considerable. For unknown cultural resources, Project impacts would be minimized by implementation of standard construction protocols and not cumulatively considerable. As such, the proposed Project's contribution to cumulative impacts on the environment would be less than cumulatively considerable.

c) Less than Significant with Mitigation Incorporated

The discussion in *Chapter 3 Environmental Checklist* identifies potentially significant impacts related to biological resources and cultural resources. Mitigation measures were identified in this IS/MND to reduce all potentially significant impacts to a less than significant level. Impact determinations of "no impact" or "less than significant" were made for the following environmental topics: aesthetics, agriculture and forestry resources, air quality, environmental justice, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, traffic and transportation, and utilities and service systems.

Wilson Creek Basins Water Recharge Project
Initial Study / Mitigated Negative Declaration

Chapter 3
Environmental Checklist

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Chapter 4 Federal Cross-Cutting Environmental Regulations

This section describes the status of compliance with relevant federal laws, executive orders, and policies, and the consultation that has occurred to date or will occur in the near future. The topics are based, in part, on the SWRCB's Clean Water State Revolving Fund Program *Federal Cross-cutting Environmental Regulations Evaluation Form for Environmental Review and Federal Coordination* (SWRCB, 2009). The information in this section is intended to allow for applicable entities to conduct environmental review of the IS/MND to determine compliance with environmental regulations associated with the National Environmental Policy Act. A detailed analysis about the proposed Project as it relates to environmental justice issues is included in Section 3.18, Environmental Justice.

4.1 Federal Endangered Species Act

Section 7 of the Federal Endangered Species Act (FESA) requires federal agencies, in consultation with the Secretary of the Interior, to ensure that their actions do not jeopardize the continued existence of endangered or threatened species, or result in the destruction or adverse modification of the critical habitat of these species. Under Section 7, a project that could result in incidental take of a listed threatened or endangered species must consult with the USFWS to obtain a Biological Opinion (BO). If the BO finds that the project could jeopardize the existence of a listed species ("jeopardy opinion"), the agency cannot authorize the project until it is modified to obtain a "non-jeopardy opinion".

Section 3.4 Biological Resources explains that no State and/or federally listed threatened or endangered species, or other sensitive species were observed on site during the reconnaissance-level survey. However, some habitat within the proposed Project footprint, as well as the Project vicinity, is suitable for several species identified in the literature review to have a potential to occur. Where there is a potential for sensitive species to occur within the Project site, Mitigation Measures BIO-1 and BIO-2 would reduce potential impacts to less than significant levels. More information is available in the Biological Resources Assessments included as Appendix B.

4.2 National Historic Preservation Act, Section 106

The purpose of the National Historic Preservation Act (NHPA) is to protect, preserve, rehabilitate, or restore significant historical, archeological, and cultural resources. Section 106 requires federal agencies to consider effects on historic properties. Section 106 review involves a step-by-step procedure described in detail in the implementing regulations (36 Code of Federal Regulations Part 800).

As described in *Section 3.5 Cultural Resources*, a cultural resource assessment for the proposed Project was conducted and is attached to this IS/MND as Appendix C. The analysis of the Proposed Project can be submitted for the consultation process with the State Historic Preservation Officer (SHPO). Concurrence by SHPO would ensure compliance with the NHPA. No cultural resources were identified within the Project site during this analysis. Therefore, no impacts to historical resources under CEQA and no effects to historic properties under the NHPA for the proposed Project are expected. However, based on the various cultural resources identified within a one-mile radius of the Project site, as cited in previous cultural resources studies, the area may contain cultural resources. Based on this sensitivity, mitigation measures CUL-1, CUL-2 and CUL-3 would be implemented as needed to mitigate any potential impacts to a level of less than significant.

4.3 Clean Air Act

U.S. Congress adopted general conformity requirements as part of the Clean Air Act (CAA) Amendments in 1990 and the USEPA implemented those requirements in 1993 (Sec. 176 of the CAA (42 U.S.C. § 7506) and 40 CFR Part 93, Subpart B). General conformity requires that all federal actions “conform” with the State Implementation Plan as approved or promulgated by USEPA. The purpose of the general conformity program is to ensure that actions taken by the federal government do not undermine state or local efforts to achieve and maintain the national ambient air quality standards. Before a federal action is taken, it must be evaluated for conformity with the State Implementation Plan. All “reasonably foreseeable” emissions predicted to result from the action are taken into consideration. These include direct and indirect emissions, and must be identified as to location and quantity. If it is found that the action would create emissions above de minimis threshold levels specified in USEPA regulations (40 CFR § 93.153(b)), or if the activity is considered “regionally significant” because its emissions exceed 10 percent of an area’s total emissions, the action cannot proceed unless mitigation measures are specified that would bring the Proposed Project into conformance.

As described in *Section 3.3 Air Quality*, the Study Area lies within the South Coast Air Basin. The results of the air quality modeling showed that pollutant emissions would not exceed Federal General Conformity significance thresholds. Details about conformity with the CAA and other federal regulations are detailed in Appendix G. Accordingly, the lead agency is in compliance with the CAA.

4.4 Coastal Zone Management Act

The Coastal Zone Management Act (CZMA), passed by Congress in 1972 and managed by the National Oceanic and Atmospheric Administration's (NOAA) Office of Ocean and Coastal Resource Management, is designed to balance competing land and water issues in coastal zones. It also aims to “preserve, protect, develop, and where possible, to restore or enhance the resources of the nation’s coastal zone.” Within California, the CZMA is administered by the Bay Conservation and Development Commission, the California Coastal Conservancy, and the California Coastal Commission.

No portion of the proposed Project is within the coastal zone, as the Project site is located about 55 miles inland from the Pacific Coast. Therefore, the CZMA does not apply to the Project.

4.5 Farmland Protection Policy Act

The Farmland Protection Policy Act (FPPA) requires a federal agency to consider the effects of its actions and programs on the nation’s farmlands. The FPPA is intended to minimize the impact of federal programs with respect to the conversion of farmland to non-agricultural uses. It assures that, to the extent possible, federal programs are administered to be compatible with state, local, and private programs and policies to protect farmland.

As described in *Section 3.2 Agricultural Resources*, the Project site is located within an area that is not designated or used for agricultural purposes. As such, the FPPA is not applicable to the Project.

4.6 Executive Order 11988 – Floodplain Management

Executive Order (EO) 11988 requires federal agencies to avoid to the extent possible the long and short-term adverse impacts associated with the occupancy and modification of flood plains and to avoid direct and indirect support of floodplain development wherever there is a practicable alternative. In accomplishing this objective, “each agency shall provide leadership

and shall take action to reduce the risk of flood loss, to minimize the impact of floods on human safety, health, and welfare, and to restore and preserve the natural and beneficial values served by flood plains in carrying out its responsibilities."

As described in *Section 3.9 Hydrology and Water Quality*, some of the proposed Project site lies within the 100-year floodplain as designated by the FEMA. However, the Project would not result in an increased risk of flood loss, would not increase the impact of floods on human safety, health and welfare, and would not conflict with the natural and beneficial values served by floodplains. As such, the lead agency would be in compliance with EO 11988.

4.7 Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and Executive Order 13168

The Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act prohibit the take of migratory birds (or any part, nest, or eggs of any such bird) and the take and commerce of eagles. EO 13168 requires that any project with federal involvement address impacts of federal actions of migratory birds.

As described in *Section 3.4 Biological Resources*, the Project would have less than significant impact on nesting birds with implementation of Mitigation Measure BIO-2, which ensures that construction activities would occur outside of the bird breeding season or implement measures to ensure that impacts are less than significant if construction does occur during the bird breeding season. Therefore, the lead agency would be in compliance with the MBTA, the Bald and Golden Eagle Protection Act, and EO 13168.

4.8 Executive Order 11990 – Protection of Wetlands

Under EO 11990, federal agencies must avoid affecting wetlands unless it is determined that no practicable alternative is available.

As described in *Section 3.4 Biological Resources*, the Project would not have an impact on federally protected wetlands. The Basins are not jurisdictional resources, because they were previously constructed, are currently used for groundwater replenishment, and do not have a direct hydrologic connection (i.e., flow discharge) with Wilson Creek. They do not contain a preponderance of hydrophytic (i.e., wetland) vegetation, nor contain evidence of hydrologic flow, including an Ordinary High-Water Mark or defined streambed, bank, or channel features. Wilson Creek, which is considered a jurisdictional resource, was determined to be beyond the limits of proposed construction for the Project, and would not be impacted by the Project.

4.9 Wild and Scenic Rivers Act

The Wild and Scenic Rivers Act was passed in 1968 to preserve and protect designated rivers for their natural, cultural, and recreational value.

There are no designated Wild and Scenic Rivers within the Study Area, nor will any designated rivers be adversely affected by the Proposed Project. As a result, the Wild and Scenic Rivers Act does not apply to the Proposed Project.

4.10 Safe Drinking Water Act – Source Water Protection

Section 1424(e) of the Safe Drinking Water Act established the United States Environmental Protection Agency's (USEPA's) Sole Source Aquifer Program. This program protects communities from groundwater contamination from federally funded projects. Within USEPA's Region 9, which includes California, there are nine sole source aquifers.

None of the USEPA's designated sole source aquifers are located within the Study Area. Therefore, the Sole Source Aquifer Program nor Section 1424(e) of the Safe Drinking Water Act does not apply to the Proposed Project.

4.11 Executive Order on Trails for America in the 21st Century

The EO on Trails for America requires federal agencies to protect, connect, promote, and assist trails of all types throughout the United States.

As described in *Section 3.15 Recreation*, the Project would not result in any impacts on trails. Thus, no adverse effects on trails would occur and the lead agency would be in compliance with this EO.

4.12 Executive Order 13007 – Indian Sacred Sites

Sacred sites are defined in EO 13007 (May 24, 1996) as "any specific, discrete, narrowly delineated location on federal land that is identified by an Indian tribe, or Indian individual determined to be an appropriately authoritative representative of an Indian religion, as sacred by virtue of its established religious significance to, or ceremonial use by, an Indian religion; provided that the tribe or appropriately authoritative representative of an Indian religion has informed the agency of the existence of such a site."

The Project would not be located on or impact any federal lands and therefore would not affect any Indian sacred sites regulated under EO 13007.

4.13 Magnuson-Stevens Fishery Conservation and Management Act

The Magnuson-Stevens Act was passed in 1976 to manage marine fisheries in U.S. federal waters with the objectives of preventing overfishing, rebuilding overfished stocks, increasing long-term economic and social benefits, and ensuring a safe and sustainable supply of seafood.

The Project would not be located in or impact any U.S. federal waters regulated under the Magnuson-Stevens Act.

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Chapter 5 Report Preparation and References

5.1 Report Authors

This report was prepared by the Yucaipa Valley Water District and RMC, a Woodard & Curran company. Staff that were involved include the following:

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Date: January 16, 2018

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

Subject: Presentation of the Unaudited Financial Report for the Period Ending on December 31, 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.

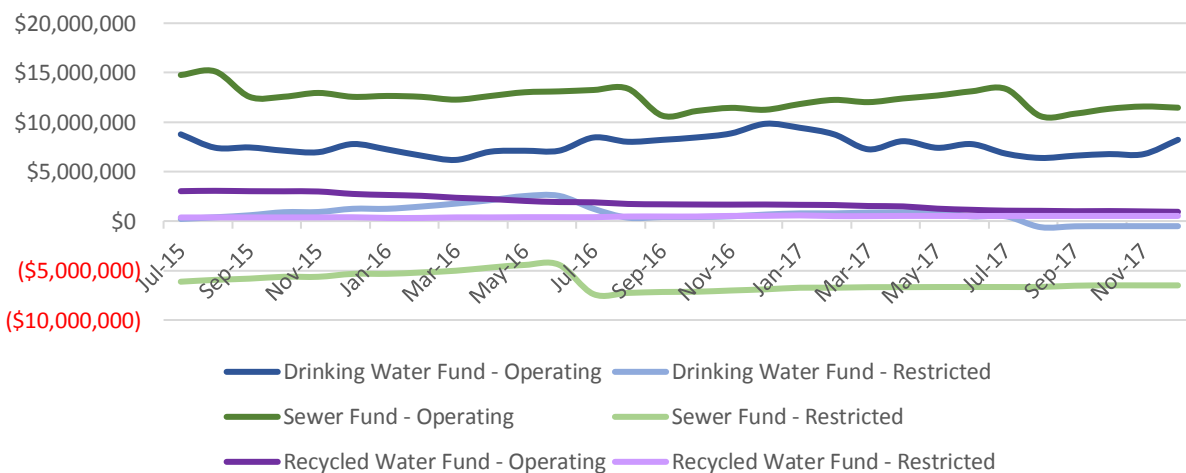
Cash Fund Balance and Cash Flow Reports

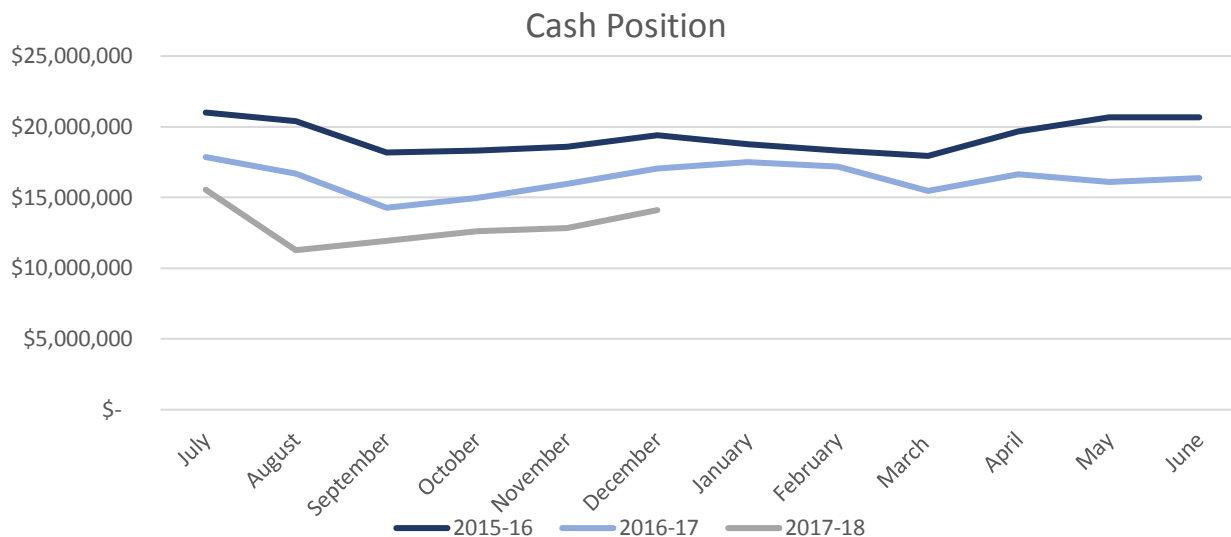
[Detailed information can be found on page 7 to 8 of 23]

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	\$ 8,214,974.16	\$ (516,259.00)	\$ 7,698,715.16
Sewer Division	\$ 11,460,076.25	\$ (6,500,354.61)	\$ 4,959,721.64
Recycled Water Division	\$ 936,154.16	\$ 519,371.76	\$ 1,455,525.92
Total	\$ 20,611,204.57	\$ (6,497,241.85)	\$ 14,113,962.72

Fund Balance





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.

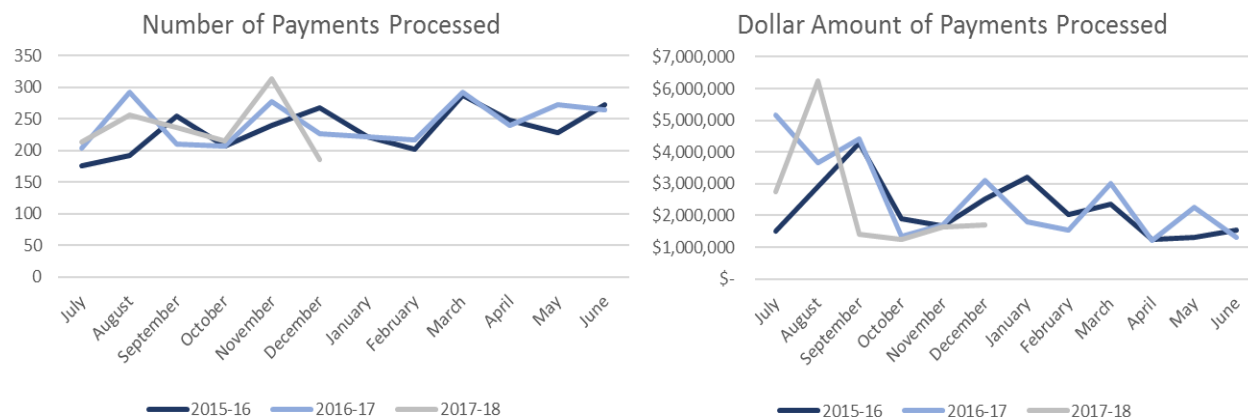
The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

Cash Disbursement Report

[Detailed information can be found on pages 9 to 12 of 23]

The cash disbursement report lists each check and electronic payment processed during the month of December 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	176	\$ 1,486,047.16
Electronic Payments	10	\$ 217,322.34
Total	186	\$ 1,703,369.50



Financial Account Information

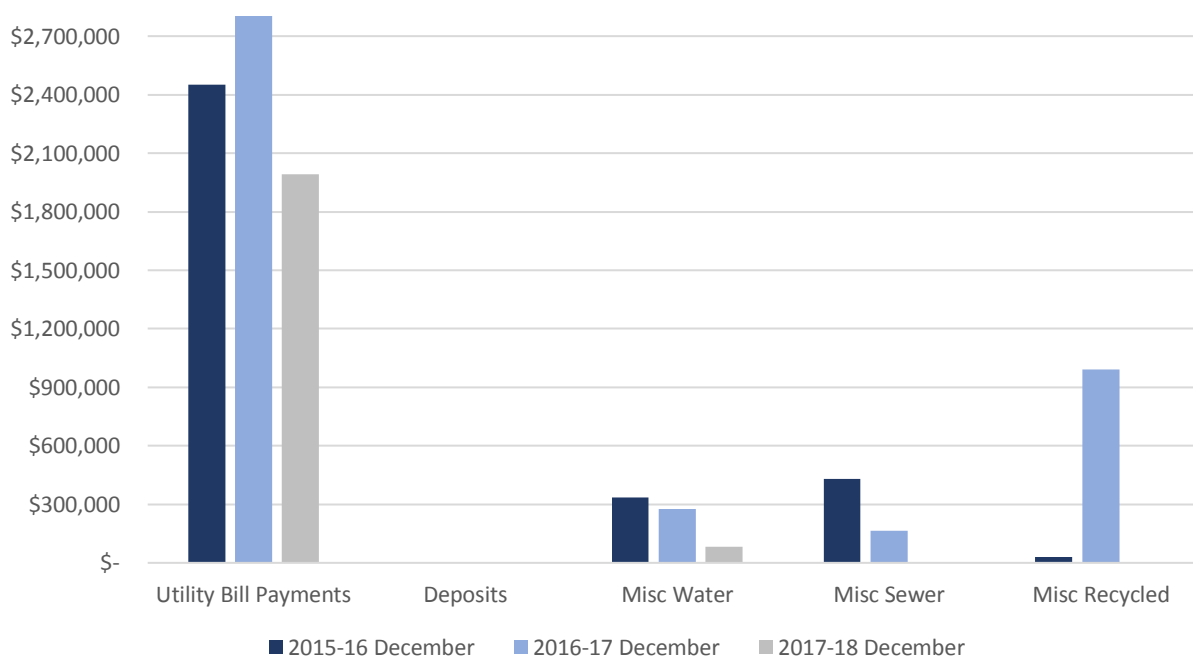
The District currently deposits all revenue received into the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills 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	\$ 1,992,179.84
Deposits	\$ 0
Misc. Water Related Activities	\$ 81,170.17
Misc. Sewer Related Activities	\$ 740.07
Misc. Recycled Related Activities	\$ 10.82
Total	\$ 2,074,100.90

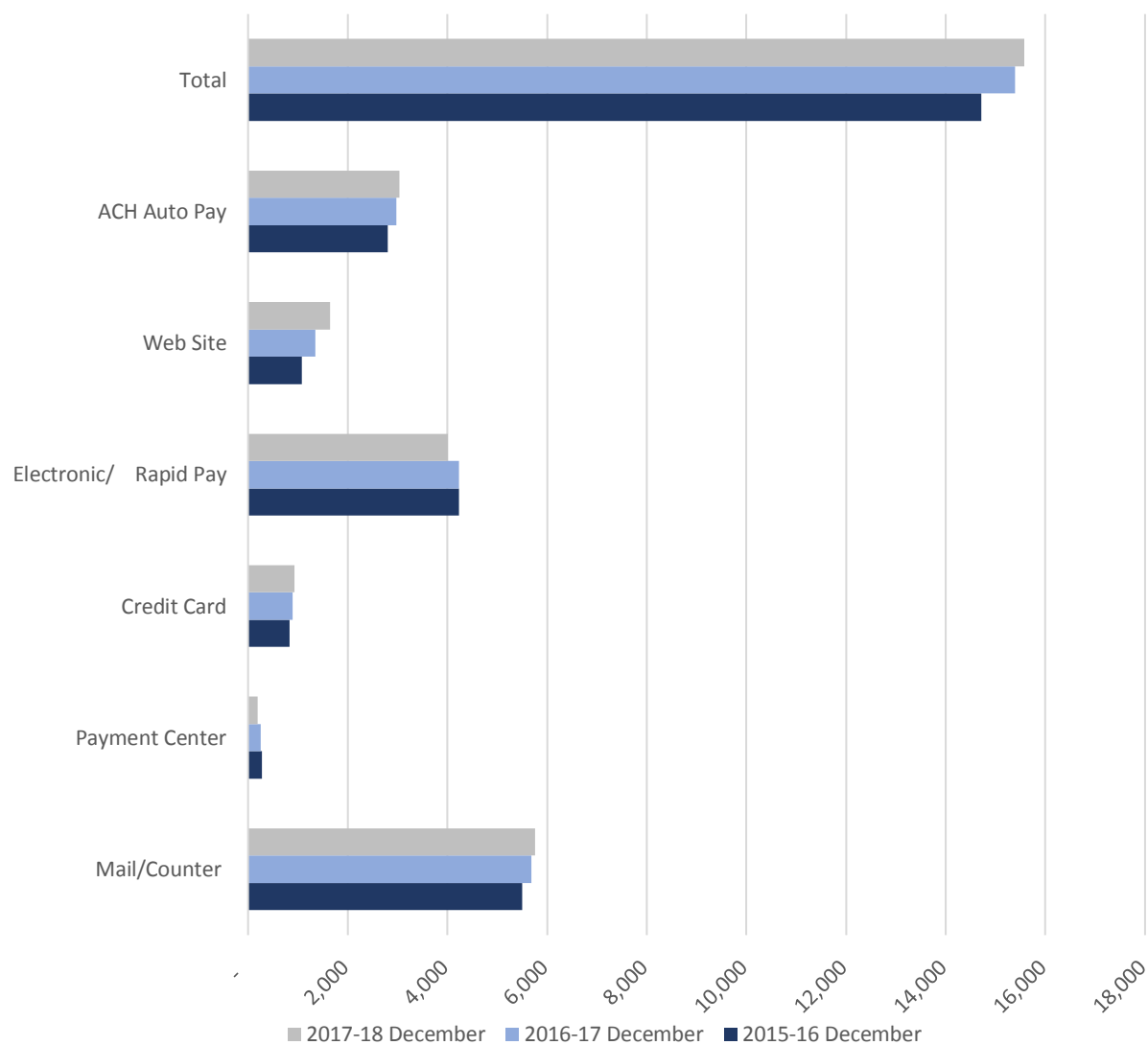
Monthly Revenue Allocation



Summary of Utility Bill Payments:

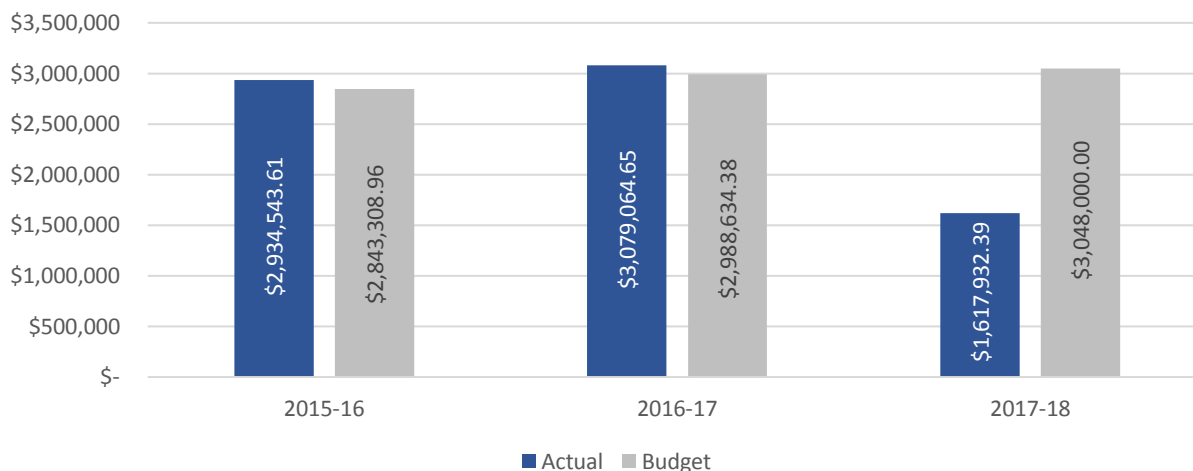
Payment Method	Number of Payments	% of Total Received
Mail/Counter	5,758	36.98%
Payment Center	191	1.23%
Credit Card	931	5.98%
Electronic Rapid Pay	4,008	25.74%
Web Site	1,644	10.56%
ACH Auto Pay	3,039	19.51%
Total	15,571	100.00%

Type of Payments



Summary of Property Tax Revenue:

Current Month	Year-to-Date	Budget Amount	Percentage
Property Taxes	\$1,617,932.39	\$ 3,048,000	53.08%

Property Taxes - Actual vs. Budget**Investment Summary**

[Detailed information can be found on pages 13 to 14 of 23]

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 15 to 23 of 23]

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.

Summary of Revenue Budget As of December 31, 2017 (46% of Budget Cycle)				
Division	Current Month	Year-to-Date	Budget Amount	Percentage
Water	\$ 1,999,622	\$ 6,799,815	\$ 13,924,171	48.83%
Sewer	\$ 951,005	\$ 5,142,178	\$ 12,132,940	42.38%
Recycled Water	\$ 34,188	\$ 318,320	\$ 810,795	39.26%
District Revenue	\$ 2,984,815	\$ 12,260,313	\$ 26,867,906	45.63%

Summary of Water Budget vs. Expenses As of December 31, 2017 (46% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Water Resources	\$ 285,753	\$ 2,821,280	\$ 4,902,900	57.54%
Public Works	\$ 249,323	\$ 1,203,962	\$ 3,044,488	39.55%
Administration	\$ 277,892	\$ 1,765,435	\$ 3,681,118	47.96%
Long Term Debt	\$ -	\$ 1,690,106	\$ 2,295,665	73.62%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 812,968	\$ 7,480,783	\$ 13,924,171	53.73%

Summary of Sewer Budget vs. Expenses As of December 31, 2017 (46% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Treatment	\$ 240,017	\$ 1,856,746	\$ 3,631,043	51.14%
Administration	\$ 259,071	\$ 1,529,540	\$ 3,376,153	45.30%
Environmental Control	\$ 65,272	\$ 470,031	\$ 1,256,463	37.41%
Long Term Debt	\$ 649,274	\$ 3,572,942	\$ 3,869,281	92.34%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 1,213,634	\$ 7,429,259	\$ 12,132,940	61.23%

Summary of Recycled Water Budget vs. Expenses As of December 31, 2017 (46% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Administration	\$ 69,366	\$ 459,731	\$ 810,795	56.70%
TOTAL	\$ 69,366	\$ 459,731	\$ 810,795	56.70%
District Expenses	\$ 2,095,968	\$ 15,369,773	\$ 26,867,906	57.20%

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 - December 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	\$ 657,441.82
	Infrastructure Reserves	02-10311	\$ 3,422,733.00
	Sustainability Fund	02-10313	\$ 84,016.76
	Rate Stabilization Fund	02-10314	\$ 500,209.14
	Imported Water Fund - MUNI	02-10315	\$ 198,035.85
	Imported Water Fund - SGPWA	02-10316	\$ 849,626.32
	Operating Funds:		\$ 2,502,911.27
Total Water Division			\$ 7,698,715.16

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	\$ 3,694,713.55
	Infrastructure Reserves	03-10311	\$ 5,036,320.00
	Rate Stabilization Fund	03-10314	\$ 1,464,394.90
	Operating Funds:		\$ 988,647.80
Total Wastewater Division			\$ 4,959,721.64

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	\$ 65,084.84
	Infrastructure Reserves	04-10311	\$ 265,012.31
	Operating Funds:		\$ 606,057.01
Total Recycled Water Division			\$ 1,455,525.92

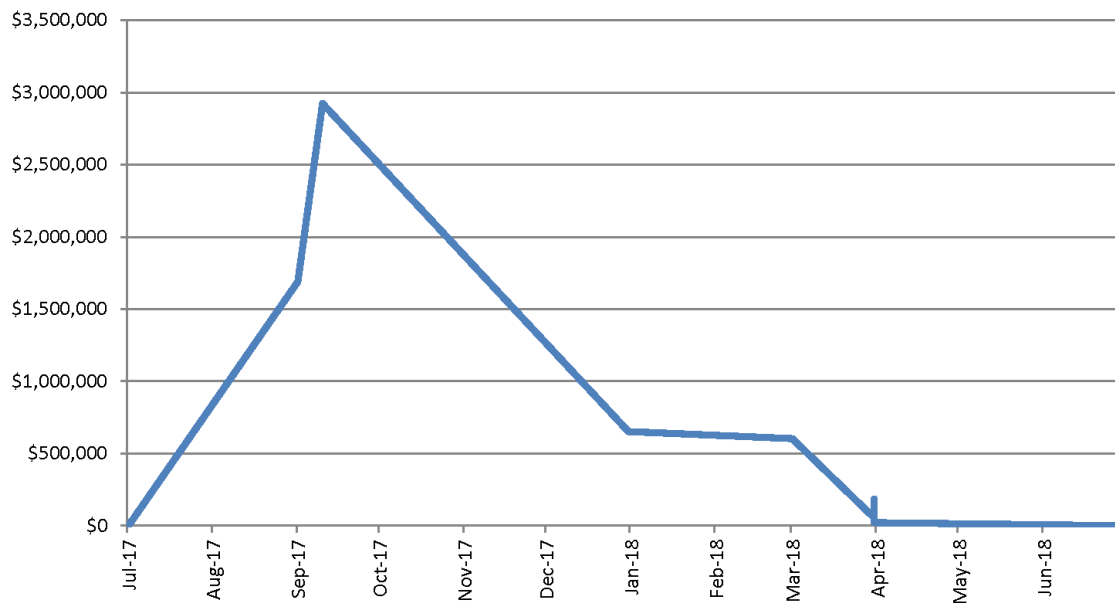
DISTRICT TOTAL \$ 14,113,962.72

*=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
Total				\$ 6,131,791.26

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



Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/4/2017	30486	Addiction Medicine Consultants	\$ 90.00
12/4/2017	30487	American Water Works Assoc.	\$ 4,022.00
12/4/2017	30488	California Water Environment A	\$ 188.00
12/4/2017	30489	Water ISAC-Information Sharing	\$ 1,999.00
12/4/2017	30490	DAY, RICHARD	\$ 157.00
12/4/2017	30491	Atkinson, Andelson, Loya, Ruud	\$ 159.00
12/4/2017	30492	Standard Insurance Company	\$ 1,934.80
12/4/2017	30493	Workboot Warehouse	\$ 199.99
12/4/2017	30494	Berkshire Hathaway Homestate C	\$ 11,243.89
12/4/2017	30495	Standard Insurance Vision Plan	\$ 715.80
12/4/2017	30496	MetLife Small Business Center	\$ 205.07
12/4/2017	30497	WageWorks, Inc.	\$ 202.25
12/4/2017	30498	Boot Barn Inc.	\$ 1,000.00
12/4/2017	30499	Kathryn Hallberg	\$ 79.72
12/4/2017	30500	Blue Shield of California	\$ 1,817.80
12/4/2017	30501	Nippon Life Insurance Co. of A	\$ 2,323.62
12/4/2017	30502	Multi Service Technology Solut	\$ 597.42
12/4/2017	30503	Matthew M. Barlow	\$ 1,480.00
12/4/2017	30504	ADS, LLC	\$ 4,275.00
12/4/2017	30505	Ameripride Uniform Services	\$ 656.41
12/4/2017	30506	Best Home Center	\$ 6.78
12/4/2017	30507	Central Communications	\$ 283.95
12/4/2017	30508	Cliff's Pest Control, Inc.	\$ 85.00
12/4/2017	30509	Crown Ace Hardware - Yucaipa	\$ 586.65
12/4/2017	30510	CSMFO UNPOST	\$ -
12/4/2017	30511	First American Data Tree, LLC	\$ 50.00
12/4/2017	30512	JB Paving & Engineering, Inc.	\$ 5,325.00
12/4/2017	30513	Raiset R. Santana and Adriana	\$ 48.25
12/4/2017	30514	Krieger & Stewart	\$ 54,543.08
12/4/2017	30515	SCCI, Inc.	\$ 350.00
12/4/2017	30516	Southern California Edison	\$ 37,221.56
12/4/2017	30517	South Coast A.Q.M.D.	\$ 1,517.22
12/4/2017	30518	Spectrum Business	\$ 1,834.00
12/4/2017	30519	The Gas Company	\$ 108.13
12/4/2017	30520	U.S. Telepacific Corp	\$ 2,440.83
12/4/2017	30521	Underground Service Alert Of S	\$ 209.65
12/4/2017	30522	Atlas Copco Compressors, LLC	\$ 1,789.39
12/4/2017	30523	Brenntag Pacific, Inc	\$ 11,506.09
12/4/2017	30524	Cal Duct Inc	\$ 329.18
12/4/2017	30525	Cemex Inc. USA	\$ 1,145.53
12/4/2017	30526	Doan and Hartwig Water Systems	\$ 1,201.67
12/4/2017	30527	David Sunden	\$ 308.40
12/4/2017	30528	Haaker Equipment Company	\$ 542.52
12/4/2017	30529	Hach Company	\$ 1,592.12
12/4/2017	30530	House Of Quality, Parts Plus	\$ 1,001.62
12/4/2017	30531	VOID CHECK	\$ -
12/4/2017	30532	Industrial Safety Supply Corp	\$ 861.66
12/4/2017	30533	Inland Water Works Supply Co.	\$ 5,104.08
12/4/2017	30534	Innerline Engineering	\$ 3,500.00
12/4/2017	30535	Lowe's Companies, Inc.	\$ 1,014.77
12/4/2017	30536	McCrometer, Inc.	\$ 144.01
12/4/2017	30537	Nuckles Oil Company, Inc.	\$ 4,088.84

Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/4/2017	30538	Nagem, Inc.	\$ 3,370.31
12/4/2017	30539	Redlands-Yucaipa Rentals Inc.	\$ 345.00
12/4/2017	30540	Redlands Automotive Sales, Inc	\$ 2,403.88
12/4/2017	30541	Sunstate Equipment Co., LLC	\$ 635.10
12/4/2017	30542	Uline, Inc.	\$ 54.50
12/4/2017	30543	Erin Anton	\$ 384.19
12/8/2017	30544	PAYROLL CHECK	\$ 2,163.41
12/8/2017	30545	PAYROLL CHECK	\$ 301.56
12/8/2017	30546	WageWorks, Inc.	\$ 1,305.51
12/8/2017	30547	IBEW Local 1436	\$ 476.00
12/8/2017	30548	California State Disbursement	\$ 115.38
12/8/2017	30549	California State Disbursement	\$ 397.38
12/8/2017	30550	Department of the Treasury - I	\$ 125.00
12/11/2017	30551	HARRISON CORPORATION	\$ 29.47
12/11/2017	30552	State Water Resources Control	\$ 70.00
12/11/2017	30553	State Water Resources Control	\$ 105.00
12/11/2017	30554	Ralph C. Casas	\$ 99.95
12/11/2017	30555	Ameripride Uniform Services	\$ 667.98
12/11/2017	30556	John F. Simister	\$ 495.70
12/11/2017	30557	C & B Crushing, Inc.	\$ 1,300.00
12/11/2017	30558	Cal's Towing	\$ 50.00
12/11/2017	30559	Corelogic, Inc.	\$ 330.00
12/11/2017	30560	Coverall North America, Inc.	\$ 1,021.00
12/11/2017	30561	Evoqua Water Technologies LLC	\$ 1,932.41
12/11/2017	30562	Fedex	\$ 35.13
12/11/2017	30563	Forbes Fabricators	\$ 156,056.55
12/11/2017	30564	Frontier Communications	\$ 148.46
12/11/2017	30565	Hitching Post MHP	\$ 699.00
12/11/2017	30566	InfoSend, Inc.	\$ 3,762.71
12/11/2017	30567	Raiset R. Santana and Adriana	\$ 122.53
12/11/2017	30568	Konica Minolta Business Soluti	\$ 944.26
12/11/2017	30569	McCrometer, Inc.	\$ 586.16
12/11/2017	30570	NetComp Technologies, Inc.	\$ 2,250.00
12/11/2017	30571	Northrop Gruman-IS	\$ 695.98
12/11/2017	30572	Pro-Pipe & Supply, Inc.	\$ 32.05
12/11/2017	30573	Q Versa, LLC	\$ 65,479.98
12/11/2017	30574	Red Alert Special Couriers	\$ 344.26
12/11/2017	30575	San Gorgonio Pass Water Agency	\$ 21,694.89
12/11/2017	30576	SB CNTY-Fire Hazard Abatement	\$ 300.00
12/11/2017	30577	Separation Processes, Inc.	\$ 4,903.00
12/11/2017	30578	Robert S. Stutz	\$ 5,600.00
12/11/2017	30579	State Water Resources Control	\$ 47,442.00
12/11/2017	30580	Tattletale Portable Alarm Syst	\$ 3,105.00
12/11/2017	30581	The Counseling Team Internatio	\$ 360.00
12/11/2017	30582	Yucaipa Valley Water District	\$ 9,621.09
12/11/2017	30583	Airgas, Inc.	\$ 955.56
12/11/2017	30584	John F. Simister	\$ 1,194.80
12/11/2017	30585	Brenntag Pacific, Inc	\$ 12,906.44
12/11/2017	30586	Cal-Mesa Steel Supply, Inc.	\$ 271.53
12/11/2017	30587	Grainger	\$ 241.86
12/11/2017	30588	Hasa, Inc.	\$ 7,924.86
12/11/2017	30589	Hudco, Inc.	\$ 8,780.00

Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/11/2017	30590	Industrial Safety Supply Corp	\$ 905.51
12/11/2017	30591	Inland Water Works Supply Co.	\$ 1,950.28
12/11/2017	30592	Harold J. Cossette	\$ 17,800.30
12/11/2017	30593	Mark A. Miller	\$ 24,976.00
12/11/2017	30594	Office Solutions Business Prod	\$ 689.76
12/11/2017	30595	P & R Paper Supply Co., Inc.	\$ 58.25
12/11/2017	30596	Donald Kent Stone	\$ 1,000.00
12/11/2017	30597	HD Supply Facilities Maintenanc	\$ 1,020.92
12/11/2017	30598	YVWD-Petty Cash	\$ 237.11
12/11/2017	30599	US Healthworks Medical Group,	\$ 314.25
12/11/2017	30600	Western Dental Services, Inc.	\$ 255.20
12/11/2017	30601	Workboot Warehouse	\$ 193.32
12/11/2017	30602	Boot Barn Inc.	\$ 1,274.74
12/11/2017	30603	Multi Service Technology Solut	\$ 398.71
12/11/2017	30604	CSMFO	\$ 880.00
12/18/2017	30605	Addiction Medicine Consultants	\$ 3,800.00
12/18/2017	30606	California Water Environment A	\$ 890.00
12/18/2017	30607	Steven Molina	\$ 149.00
12/18/2017	30608	Delta Partners, LLC	\$ 7,500.00
12/18/2017	30609	Dudek & Associates, Inc	\$ 15,756.50
12/18/2017	30610	Geoscience Support Services, I	\$ 15,181.00
12/18/2017	30611	One Stop Landscape Supply Inc	\$ 21,454.50
12/18/2017	30612	Platinum Advisors, LLC	\$ 5,125.00
12/18/2017	30613	RMC Water and Environment	\$ 12,641.60
12/18/2017	30614	Separation Processes, Inc.	\$ 3,452.50
12/18/2017	30615	VTD, Vavrinek, Trine, Day & CO	\$ 4,400.00
12/18/2017	30616	David L. Wysocki	\$ 3,375.00
12/18/2017	30617	Ameripride Uniform Services	\$ 821.96
12/18/2017	30618	AT&T Mobility	\$ 2,556.45
12/18/2017	30619	Best Home Center	\$ 3.44
12/18/2017	30620	BSK Associates	\$ 1,095.00
12/18/2017	30621	C & B Crushing, Inc.	\$ 50.00
12/18/2017	30622	CHJ Consultants	\$ 727.25
12/18/2017	30623	Cliff's Pest Control, Inc.	\$ 495.00
12/18/2017	30624	Clinical Laboratory of San Ber	\$ 6,759.00
12/18/2017	30625	Victor James Valenti	\$ 3,688.32
12/18/2017	30626	Lawyers Title	\$ 450.00
12/18/2017	30627	LUZ Investment Corp.	\$ 95.00
12/18/2017	30628	Ryan Process, Inc.	\$ 24,889.41
12/18/2017	30629	SB CNTY-Fire Hazard Abatement	\$ 100.00
12/18/2017	30630	Hadronex, Inc.	\$ 9,522.00
12/18/2017	30631	South Coast A.Q.M.D.	\$ 1,011.48
12/18/2017	30632	Association of San Bernardino	\$ 275.00
12/18/2017	30633	Spectrum Business	\$ 2,649.00
12/18/2017	30634	State Water Resources Control	\$ 649,273.50
12/18/2017	30635	State Water Resources Control	\$ 11,272.50
12/18/2017	30636	Zerion Software, Inc.	\$ 658.49
12/18/2017	30637	Airgas, Inc.	\$ 160.66
12/18/2017	30638	Luke's Transmission Inc.	\$ 726.46
12/18/2017	30639	Anthony Joseph Sobral	\$ 116.96
12/18/2017	30640	Brenntag Pacific, Inc	\$ 23,219.87
12/18/2017	30641	Core & Main LP	\$ 138.78

Checks and Electronic Payments - December 2017

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
12/18/2017	30642	DC Frost Associates, Inc.	\$ 11,173.36
12/18/2017	30643	David Sunden	\$ 878.11
12/18/2017	30644	Larry Cross	\$ 5,251.74
12/18/2017	30645	Fisher Scientific Co.	\$ 43.42
12/18/2017	30646	G&G Environmental Compliance, Inc.	\$ 4,489.08
12/18/2017	30647	Inland Water Works Supply Co.	\$ 5,533.11
12/18/2017	30648	Nicholas C. Hendrickson	\$ 226.28
12/18/2017	30649	Nuckles Oil Company, Inc.	\$ 2,604.34
12/18/2017	30650	Nagem, Inc.	\$ 510.00
12/18/2017	30651	BlueTarp Financial, Inc.	\$ 203.87
12/18/2017	30652	Pro-Pipe & Supply, Inc.	\$ 1,097.09
12/18/2017	30653	SF CC Intermediate Holdings Inc.	\$ 113.48
12/18/2017	30654	Vortex Industries, Inc.	\$ 13,884.50
12/22/2017	30655	PAYROLL CHECK	\$ 2,490.51
12/22/2017	30656	WageWorks, Inc.	\$ 1,305.51
12/22/2017	30657	PAYROLL CHECK	\$ 1.44
12/22/2017	30658	ADR Services, Inc.	\$ 2,445.00
12/22/2017	30659	California State Disbursement	\$ 115.38
12/22/2017	30660	California State Disbursement	\$ 397.38
12/22/2017	30661	Department of the Treasury - I	\$ 125.00
			<u>\$ 1,486,047.16</u>
12/8/2017	electronic pmt	IRS - PAYROLL TAXES	\$ 46,316.43
12/8/2017	electronic pmt	CA-EDD	\$ 8,279.99
12/8/2017	electronic pmt	VOYA-457	\$ 6,220.77
12/8/2017	electronic pmt	CA-PERS Supplemental Income 45	\$ 21,427.47
12/8/2017	electronic pmt	Public Employees' Retirement S	\$ 23,472.26
12/22/2017	electronic pmt	IRS - PAYROLL TAXES	\$ 52,004.80
12/22/2017	electronic pmt	CA-EDD	\$ 8,559.87
12/22/2017	electronic pmt	VOYA-457	\$ 8,323.09
12/22/2017	electronic pmt	CA-PERS Supplemental Income 45	\$ 18,971.10
12/22/2017	electronic pmt	Public Employees' Retirement S	\$ 23,746.56
			<u>\$ 217,322.34</u>

Investment Summary - December 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	\$ 506,533.17
500,000	Total Values				\$ 497,787.80	\$ 506,533.17
Money Market Account Activity-Beginning Balance						\$ 6,831.32
7/31/17 - Bond Interest						\$ -
7/31/17 - Dividend/Interest						\$ 1.85
Annual Activity charge - GL#43010-W/S/R						
Income						\$ 1.85
Intra-Bank Transfers to/from Investment Checking						\$ -
Fund Transfers						\$ -
Cusip Maturity						\$ -
Redemptions						\$ -
Cusip Purchase						\$ -
Purchases						\$ -
Ending Balance - Money Market						\$ 6,833.17
US Treasury Securities Investment Principal						\$ 497,787.80
Total Assets						\$ 504,620.97

Note: As of 1/3/18, the updated treasury information for December has not been received. The information above is as of 11/30/17.

Investment Summary - December 2017

LOCAL AGENCY INVESTMENT FUND

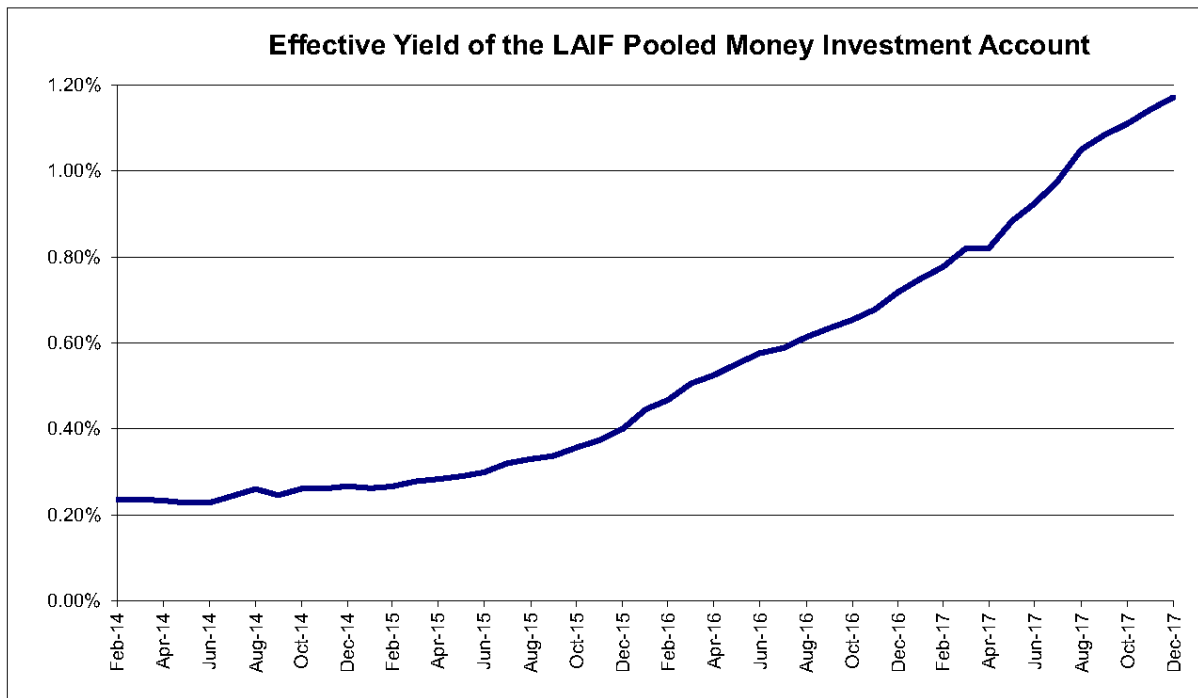
PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2017	\$ (1,600,000.00)	\$ -	\$ 34,146.51	\$ 13,745,550.98
August 31, 2017	\$ (4,000,000.00)	\$ -	\$ -	\$ 9,745,550.98
September 30, 2017	\$ -	\$ -	\$ -	\$ 9,745,550.98
October 31, 2017	\$ -	\$ -	\$ 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	Dec '17	Year to Date	%
02-40010	Sales - Water	\$ 5,912,971	\$ 377,153	\$ 2,990,891	50.58%
02-40011	Sales - Construction Water	\$ 20,000	\$ 1,187	\$ 18,334	91.67%
02-40012	Sales - Imported Water (SGPWA)	\$ 250,000	\$ 14,580	\$ 130,354	52.14%
02-40013	Sales - Imported Water (MUNI)	\$ 850,000	\$ 54,192	\$ 395,249	46.50%
02-40014	Sales Disc.-Multi Units Usage Chrg.	\$ (100,000)	\$ (8,551)	\$ (53,367)	53.37%
02-40015	Water Wholesale Revenue	\$ 300,000	\$ 11,571	\$ 84,651	28.22%
02-40016	Service Establishment Fee	\$ 5,000	\$ -	\$ 450	9.00%
02-41000	Service Demand Charges	\$ 3,200,000	\$ 264,124	\$ 1,378,462	43.08%
02-41001	Fire Service Standby Fees	\$ 45,000	\$ 4,166	\$ 21,206	47.13%
02-41003	Construction Service Charge	\$ 15,000	\$ 231	\$ 1,206	8.04%
02-41005	Sales Disc-Multi Units Service Chrg.	\$ (135,000)	\$ (11,360)	\$ (59,468)	44.05%
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	\$ 450	\$ 2,025	57.86%
02-41113	Disconnect/Reconnect Fees	\$ 125,000	\$ 5,400	\$ 36,835	29.47%
02-41121	Penalty - Late Charges	\$ 125,000	\$ 12,962	\$ 77,719	62.18%
02-42123	Management & Accounting Fees	\$ 189,000	\$ 15,750	\$ 94,500	50.00%
02-41124	Bad Debt	\$ (20,000)	\$ -	\$ -	0.00%
02-43010	Interest Earned	\$ 50,000	\$ -	\$ 31,689	63.38%
02-43110	Property Tax - Unsecured	\$ 115,000	\$ (5,020)	\$ 108,103	94.00%
02-43120	Property Tax - Secured	\$ 2,600,000	\$ 1,246,178	\$ 1,453,807	55.92%
02-43130	Tax Collection - Prior	\$ 25,000	\$ 3,422	\$ 19,013	76.05%
02-43140	Other Taxes	\$ 170,000	\$ 12,978	\$ 18,245	10.73%
02-49110	Rental Income (WATER STOCK)	\$ 1,700	\$ -	\$ -	
02-49150	Revenue - Misc. Non-Operating	\$ 100,000	\$ 210	\$ 35,237	35.24%
	WATER OPERATING REVENUE	\$ 13,924,171	\$ 1,999,622	\$ 6,799,815	48.83%
	Grants	\$ -		\$ -	
02-89901	Facility Capacity Charges	\$ -	\$ -	\$ 109,741	
02-89902	Sustainability	\$ -	\$ -	\$ 36,369	
	TOTAL WATER REVENUE	\$ 13,924,171	\$ 1,999,622	\$ 6,945,926	

NOTE: Plan check & inspection fees to 02-42122

FY 2017-18 Sewer Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '17	Year to Date	%
03-40016	Sales - Establish Service Fee	\$ 500	\$ -	\$ 125	25.00%
03-41000	Sales - Sewer Charges	\$ 11,890,265	\$ 957,545	\$ 5,146,665	43.28%
03-41005	Sales Disc-Multi Units Service Chrg.	\$ (200,000)	\$ (18,250)	\$ (97,087)	48.54%
03-41110	Meter/Lateral Installation	\$ 2,500	\$ -	\$ -	0.00%
03-41121	Penalty - Late Charges	\$ 129,925	\$ 11,711	\$ 61,577	47.39%
03-41131	Front Footage Fees	\$ 30,000	\$ -	\$ -	0.00%
03-41124	Bad Debt	\$ (15,000)	\$ -	\$ -	0.00%
03-42122	Revenue - Other Operating	\$ 3,250	\$ -	\$ 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%
	SEWER OPERATING REVENUE	\$ 12,132,940	\$ 951,005	\$ 5,142,178	42.38%
	Grants	\$ -		\$ -	
03-89901	Facility Capacity Charges	\$ -	\$ -	\$ 164,420	
03-89903	Contrib Capital-Front Footage Fees	\$ -	\$ -	\$ -	
03-89905	Contrib Capital-Infrastructure	\$ -	\$ -	\$ -	
	TOTAL SEWER REVENUE	\$ 12,132,940	\$ 951,005	\$ 5,306,598	

FY 2017-18 Recycled Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '17	Year to Date	%
04-40010	Sales - Recycled Water	\$ 565,795	\$ 28,318	\$ 278,615	49.24%
04-40011	Sales - Construction Water	\$ 20,000	\$ 75	\$ 2,034	10.17%
04-41000	Sales - Service Demand Chrg.	\$ 60,000	\$ 5,659	\$ 29,390	48.98%
04-41003	Const. Water Minimum Chrg.	\$ 5,000	\$ 94	\$ 400	8.00%
04-41110	Meter/Lateral installation	\$ 15,000	\$ -	\$ (650)	-4.33%
04-41121	Penalty - Late Charges	\$ 1,000	\$ 42	\$ 3,010	300.98%
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%
	RECYCLED OPERATING REVENUE	\$ 810,795	\$ 34,188	\$ 318,320	39.26%
	Grants	\$ -		\$ -	
04-89901	Facility Capacity Charges	\$ -		\$ -	
	TOTAL RECYCLED REVENUE	\$ 810,795	\$ 34,188	\$ 318,320	

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '17	Year to Date	%
02-5-01-50010	Labor-Water Resources	\$ 832,563	\$ 58,097	\$ 362,876	43.59%
02-5-01-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-01-50013	Benefits-Fica	\$ 55,800	\$ 4,834	\$ 29,967	53.71%
02-5-01-50014	Benefits-Life Insurance	\$ 3,440	\$ 117	\$ 700	20.34%
02-5-01-50016	Benefits-Health\Defrd Comp	\$ 144,480	\$ 15,264	\$ 91,146	63.09%
02-5-01-50017	Benefits-Disability Insurance	\$ 6,565	\$ 809	\$ 4,955	75.48%
02-5-01-50019	Benefits-Workers Compensation	\$ 19,693	\$ -	\$ 5,990	30.42%
02-5-01-50021	Benefits-PERS	\$ 51,059	\$ 3,079	\$ 18,606	36.44%
02-5-01-50022	Benefits-PERS-Employer	\$ 106,500	\$ 3,886	\$ 23,722	22.27%
02-5-01-50023	Benefits-Uniforms	\$ 2,580	\$ 146	\$ 936	36.28%
02-5-01-50024	Benefits-Vacation & Sick Pay	\$ 7,500	\$ 785	\$ 4,202	56.02%
02-5-01-50025	Benefits-Boot Allowance	\$ 1,720	\$ 135	\$ 1,322	76.89%
02-5-01-51003	R&M - Structures	\$ 275,000	\$ 20,344	\$ 166,922	60.70%
02-5-01-51011	R&M - CLA Valves	\$ 30,000	\$ -	\$ 3,286	10.95%
02-5-01-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 148	14.83%
02-5-01-51210	Utilities - Power Purchases	\$ 1,400,000	\$ 86,680	\$ 678,665	48.48%
02-5-01-51211	Utilities - Electricity & Fuel	\$ 5,000	\$ 333	\$ 1,835	36.70%
02-5-01-51316	Imported Water Purchases	\$ 1,100,000	\$ -	\$ 911,981	82.91%
02-5-01-54019	Licenses & Permits	\$ 25,000	\$ 38,714	\$ 43,388	173.55%
02-5-01-54110	Laboratory Services	\$ 85,000	\$ -	\$ 24,330	28.62%
02-5-01-57040	YVRWFF Operating Expense	\$ 750,000	\$ 52,532	\$ 446,301	59.51%
	WATER RESOURCE TOTALS	\$ 4,902,900	\$ 285,753	\$ 2,821,280	57.54%
02-5-03-50010	Labor-Public Works	\$ 1,503,049	\$ 92,588	\$ 533,612	35.50%
02-5-03-50011	Labor Credit	\$ -	\$ (608)	\$ (2,917)	
02-5-03-50013	Benefits-Fica	\$ 126,030	\$ 5,355	\$ 40,757	32.34%
02-5-03-50014	Benefits-Life Insurance	\$ 9,500	\$ 223	\$ 1,565	16.48%
02-5-03-50016	Benefits-Health\Defrd Comp	\$ 399,000	\$ 26,350	\$ 183,494	45.99%
02-5-03-50017	Benefits-Disability Insurance	\$ 14,900	\$ 1,237	\$ 7,501	50.34%
02-5-03-50019	Benefits-Workers Compensation	\$ 44,500	\$ 314	\$ 6,304	14.17%
02-5-03-50021	Benefits-PERS	\$ 45,000	\$ 2,893	\$ 16,073	35.72%
02-5-03-50022	Benefits-PERS Employer	\$ 102,000	\$ 5,912	\$ 35,022	34.34%
02-5-03-50023	Benefits-Uniforms	\$ 7,500	\$ 650	\$ 4,068	54.24%
02-5-03-50024	Benefits-Vacation & Sick Pay	\$ 4,000	\$ 147	\$ 1,477	36.92%
02-5-03-50025	Benefits-Boot Allowance	\$ 4,750	\$ 593	\$ 2,789	58.73%
02-5-03-51001	R & M -Vehicles & Equipment	\$ 230,000	\$ 10,736	\$ 142,129	61.80%
02-5-03-51011	R&M - Valves	\$ 10,000	\$ 550	\$ 2,072	20.72%
02-5-03-51020	R&M - Pipelines	\$ 225,000	\$ 76,828	\$ 131,882	58.61%
02-5-03-51021	R&M - Service Lines	\$ 175,000	\$ 17,189	\$ 36,497	20.86%
02-5-03-51022	R&M - Fire Hydrants	\$ 40,000	\$ 2,190	\$ 12,119	30.30%
02-5-03-51030	R&M - Water Meters	\$ 75,000	\$ 6,299	\$ 38,061	50.75%
02-5-03-51031	Fire Flow Testing	\$ 28,259	\$ -	\$ 13,584	48.07%
02-5-03-51092	Equipment Credits	\$ -	\$ (135)	\$ (2,431)	
02-5-03-51140	General Supplies & Expenses	\$ 1,000	\$ 11	\$ 304	30.35%
	PUBLIC WORKS TOTALS	\$ 3,044,488	\$ 249,323	\$ 1,203,962	39.55%

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '17	Year to Date	%
02-5-06-50010	Labor-Administration	\$ 792,038	\$ 47,325	\$ 284,290	35.89%
02-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-06-50012	Director Fees	\$ 22,500	\$ 1,743	\$ 10,776	47.89%
02-5-06-50013	Benefits-Fica	\$ 62,000	\$ 3,752	\$ 23,498	37.90%
02-5-06-50014	Benefits-Life Insurance	\$ 3,740	\$ 134	\$ 724	19.37%
02-5-06-50016	Benefits-Health\Defrd Comp	\$ 154,600	\$ 17,550	\$ 107,262	69.38%
02-5-06-50017	Benefits-Disability Insurance	\$ 7,300	\$ 539	\$ 3,768	51.62%
02-5-06-50019	Benefits-Workers Compensation	\$ 21,900	\$ -	\$ 2,540	11.60%
02-5-06-50021	Benefits-PERS	\$ 56,700	\$ 2,443	\$ 15,299	26.98%
02-5-06-50022	Benefits PERS Employer	\$ 118,200	\$ 3,508	\$ 21,711	18.37%
02-5-06-50023	Uniforms	\$ 2,800	\$ 127	\$ 795	28.40%
02-5-06-50024	Benefits-Vacation & Sick Pay	\$ 8,000	\$ 256	\$ 1,894	23.67%
02-5-06-50025	Benefits-Boots	\$ 1,840	\$ 740	\$ 1,241	67.42%
02-5-06-51003	R&M - Structures	\$ 45,000	\$ 34,177	\$ 85,714	190.47%
02-5-06-51091	Expense Credits (overhead)	\$ -	\$ (156)	\$ (2,040)	
02-5-06-51120	Safety Equipment/Supplies	\$ 25,000	\$ 2,612	\$ 15,971	63.88%
02-5-06-51125	Petroleum Products	\$ 100,000	\$ 9,063	\$ 55,237	55.24%
02-5-06-51130	Office Supplies & Expenses	\$ 30,000	\$ 829	\$ 8,192	27.31%
02-5-06-51140	General Supplies & Expenses	\$ 35,000	\$ 132	\$ 20,369	58.20%
02-5-06-51199	Disaster Incidences	\$ -	\$ -	\$ -	
02-5-06-51211	Utilities - Electricity	\$ 30,000	\$ 1,930	\$ 17,220	57.40%
02-5-06-51213	Utilities - Natural Gas	\$ 3,000	\$ 231	\$ 363	12.11%
02-5-06-54002	Dues & Subscriptions	\$ 16,500	\$ 5,969	\$ 13,309	80.66%
02-5-06-54005	Computer Expenses	\$ 100,000	\$ 12,272	\$ 77,564	77.56%
02-5-06-54010	Postage	\$ 3,500	\$ 70	\$ 2,278	65.08%
02-5-06-54012	Education & Training	\$ 15,000	\$ 586	\$ 4,864	32.43%
02-5-06-54013	Utility Billing Expenses	\$ 180,000	\$ 8,882	\$ 78,127	43.40%
02-5-06-54014	Public Relations	\$ 50,000	\$ (2,970)	\$ (1,939)	-3.88%
02-5-06-54016	Travel Related Expenses	\$ 10,000	\$ 116	\$ 8,479	84.79%
02-5-06-54017	Certifications & Renewals	\$ 7,000	\$ 350	\$ 4,186	59.79%
02-5-06-54020	Meeting Related Expenses	\$ 6,000	\$ (248)	\$ 2,314	38.56%
02-5-06-54022	Utilities - YVWD Services	\$ 50,000	\$ -	\$ 32,710	65.42%
02-5-06-54024	Utilities - Waste Disposal	\$ 2,500	\$ -	\$ 909	36.38%
02-5-06-54025	Utilities - Telephone & Internet	\$ 45,000	\$ 2,846	\$ 20,381	45.29%
02-5-06-54099	Conservation & Rebates	\$ 10,000	\$ -	\$ 421	
02-5-06-54104	Contractual Services	\$ 80,000	\$ 5,764	\$ 50,140	62.68%
02-5-06-54107	Legal	\$ 40,000	\$ 2,445	\$ 29,845	74.61%
02-5-06-54108	Audit & Accounting	\$ 16,000	\$ -	\$ 10,975	68.59%
02-5-06-54109	Professional Fees	\$ 165,000	\$ 2,829	\$ 90,034	54.57%
02-5-06-55500	Depreciation Reserves	\$ 200,000	\$ 16,667	\$ 100,000	50.00%
	Infrastructure Replacement	\$ 1,000,000	\$ 83,333	\$ 499,998	50.00%
02-5-06-56001	Insurance	\$ 100,000	\$ 8,880	\$ 48,422	48.42%
02-5-06-57030	Regulatory Compliance	\$ 15,000	\$ 100	\$ 1,605	10.70%
02-5-06-57090	Election Related Expenses	\$ -	\$ -	\$ -	
02-5-06-57096	Beaumont Basin Watermaster	\$ 50,000	\$ 3,066	\$ 15,988	31.98%
02-5-06-57199	Suspense	\$ -	\$ -	\$ -	
	ADMINISTRATION TOTALS	\$ 3,681,118	\$ 277,892	\$ 1,765,435	47.96%

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '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%
	40 - Debt	\$ 2,295,665	\$ -	\$ 1,690,106	73.62%
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)	\$ -	\$ -	\$ -	--
	40 - Capital Outlay	\$ -	\$ -	\$ -	--
				\$ 7,480,783	
	TOTAL WATER EXPENSES	\$ 13,924,171	\$ 812,969	\$ 7,480,783	53.73%

FY 2017-18 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '17	Year to Date	%
03-5-02-50010	Labor-S Treatment	\$ 878,548	\$ 71,142	\$ 402,772	45.85%
03-5-02-50013	Benefits-Fica	\$ 62,000	\$ 5,696	\$ 32,544	52.49%
03-5-02-50014	Benefits-Life Insurance	\$ 3,680	\$ 131	\$ 792	21.52%
03-5-02-50016	Benefits-Health\Defrd Comp	\$ 155,600	\$ 15,076	\$ 92,508	59.45%
03-5-02-50017	Benefits-Disability Insurance	\$ 7,300	\$ 663	\$ 5,062	69.35%
03-5-02-50019	Benefits-Workers Compensation	\$ 21,900	\$ -	\$ 5,990	27.35%
03-5-02-50021	Benefits-PERS	\$ 53,000	\$ 3,662	\$ 21,380	40.34%
03-5-02-50022	Benefits-PERS Employer	\$ 92,375	\$ 4,517	\$ 26,749	28.96%
03-5-02-50023	Benefits-Uniforms	\$ 2,800	\$ 286	\$ 1,827	65.25%
03-5-02-50024	Benefits-Vacation & Sick Pay	\$ 5,000	\$ 490	\$ 2,431	48.62%
03-5-02-50025	Benefits-Boot Allowance	\$ 1,840	\$ -	\$ 1,120	60.88%
03-5-02-51003	R&M - Structures	\$ 275,000	\$ 28,829	\$ 280,216	101.90%
03-5-02-51010	R&M - Automation Control	\$ 80,000	\$ -	\$ 29,542	36.93%
03-5-02-51106	Chemicals	\$ 500,000	\$ 43,896	\$ 274,055	54.81%
03-5-02-51111	Propane	\$ 10,000	\$ -	\$ -	0.00%
03-5-02-51115	Laboratory Supplies	\$ 30,000	\$ -	\$ 12,895	42.98%
03-5-02-51140	General Supplies & Expenses	\$ 2,000	\$ -	\$ 109	5.46%
03-5-02-51210	Utilities - Power Purchases	\$ 800,000	\$ 61,862	\$ 424,589	53.07%
03-5-02-54110	Laboratory Services	\$ 100,000	\$ 3,339	\$ 40,044	40.04%
03-5-02-57031	Sludge Disposal	\$ 250,000	\$ -	\$ 110,059	44.02%
03-5-02-57034	Brine Operating Expenses	\$ 300,000	\$ 428	\$ 92,060	30.69%
	TREATMENT TOTALS	\$ 3,631,043	\$ 240,017	\$ 1,856,746	51.14%
03-5-06-50010	Labor-Administration	\$ 707,579	\$ 38,338	\$ 232,681	32.88%
03-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
03-5-06-50012	Directors Fees	\$ 22,500	\$ 1,743	\$ 10,776	47.89%
03-5-06-50013	Benefits-Fica	\$ 54,200	\$ 3,110	\$ 19,331	35.67%
03-5-06-50014	Benefits-Life Insurance	\$ 3,500	\$ 116	\$ 687	19.63%
03-5-06-50016	Benefits-Health\Defrd Comp	\$ 144,700	\$ 15,352	\$ 95,340	65.89%
03-5-06-50017	Benefits-Disability Insurance	\$ 6,400	\$ 455	\$ 3,204	50.06%
03-5-06-50019	Benefits-Workers Compensation	\$ 19,100	\$ -	\$ 2,540	13.30%
03-5-06-50021	Benefits-PERS	\$ 49,600	\$ 2,110	\$ 12,835	25.88%
03-5-06-50022	Benefits PERS Employer	\$ 103,300	\$ 2,748	\$ 17,882	17.31%
03-5-06-50023	Benefits-Uniforms	\$ 2,564	\$ 58	\$ 412	16.08%
03-5-06-50024	Benefits-Vacation & Sick Pay	\$ 10,000	\$ 256	\$ 1,894	18.94%
03-5-06-50025	Benefits-Boot Allowance	\$ 1,710	\$ -	\$ -	0.00%
03-5-06-51120	Safety Equipment/Supplies	\$ 10,000	\$ -	\$ 2,329	23.29%
03-5-06-51125	Petroleum Products	\$ 20,000	\$ 1,200	\$ 8,403	42.02%
03-5-06-51130	Office Supplies	\$ 4,000	\$ 158	\$ 1,726	43.14%
03-5-06-51140	General Supplies & Expenses	\$ 25,000	\$ 30	\$ 6,680	26.72%
03-5-06-51199	Disaster Repairs	\$ -	\$ -	\$ -	
03-5-06-54002	Dues & Subscriptions	\$ 10,000	\$ 1,310	\$ 6,688	66.88%
03-5-06-54003	Management & Admin Services	\$ 189,000	\$ 15,750	\$ 94,500	50.00%
03-5-06-54005	Computer Expenses	\$ 100,000	\$ 12,272	\$ 73,636	73.64%
03-5-06-54011	Printing & Publications	\$ -	\$ -	\$ 159	N/A
03-5-06-54012	Education & Training	\$ 9,000	\$ 468	\$ 3,537	39.30%
03-5-06-54014	Public Relations	\$ 50,000	\$ -	\$ 215	0.43%
03-5-06-54016	Travel Related Expenses	\$ 7,000	\$ 37	\$ 8,931	127.59%
03-5-06-54017	Certifications & Renewals	\$ 7,500	\$ 260	\$ 1,793	23.90%
03-5-06-54019	Licenses & Permits	\$ 62,500	\$ 45,380	\$ 62,167	99.47%
03-5-06-54020	Meeting Related Expenses	\$ 5,000	\$ (218)	\$ 1,669	33.37%

FY 2017-18 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '17	Year to Date	%
03-5-06-54022	Utilities - YVWD Services	\$ 2,000	\$ -	\$ 636	31.82%
03-5-06-54024	Utilities - Waste Disposal	\$ 13,000	\$ -	\$ 5,608	43.14%
03-5-06-54025	Utilities - Telephone & Internet	\$ 30,000	\$ 4,153	\$ 27,212	90.71%
03-5-06-54030	Drinking Water	\$ 1,000	\$ 100	\$ 627	62.73%
03-5-06-54104	Contractual Services	\$ 70,000	\$ 2,734	\$ 30,011	42.87%
03-5-06-54107	Legal	\$ 45,000	\$ -	\$ 22,300	49.56%
03-5-06-54108	Audit & Accounting	\$ 16,000	\$ -	\$ 10,975	68.59%
03-5-06-54109	Professional Fees	\$ 225,000	\$ 3,279	\$ 90,868	40.39%
03-5-06-55500	Depreciation Reserves	\$ 500,000	\$ 41,667	\$ 250,000	50.00%
	Infrastructure Replacement	\$ 700,000	\$ 58,333	\$ 349,998	50.00%
03-5-06-56001	Insurance	\$ 100,000	\$ 7,872	\$ 47,231	47.23%
03-5-06-57030	Regulatory Compliance	\$ 50,000	\$ -	\$ 24,058	48.12%
	ADMINISTRATION TOTALS	\$ 3,376,153	\$ 259,071	\$ 1,529,540	45.30%
03-5-07-50010	Labor-Enviromental Control	\$ 524,161	\$ 27,923	\$ 194,085	37.03%
03-5-07-50011	Labor Credit	\$ -	\$ -	\$ -	
03-5-07-50013	Benefits-Fica	\$ 43,302	\$ 2,172	\$ 15,227	35.16%
03-5-07-50014	Benefits-Life Insurance	\$ 3,200	\$ 72	\$ 375	11.72%
03-5-07-50016	Benefits-Health\Defrd Comp	\$ 134,400	\$ 8,313	\$ 44,978	33.47%
03-5-07-50017	Benefits-Disability Insurance	\$ 5,100	\$ 368	\$ 2,408	47.22%
03-5-07-50019	Benefits-Workers Compensation	\$ 15,300	\$ -	\$ 4,052	26.49%
03-5-07-50021	Benefits-PERS	\$ 25,000	\$ 872	\$ 7,274	29.10%
03-5-07-50022	Benefits-PERS Employer	\$ 40,000	\$ 1,723	\$ 12,476	31.19%
03-5-07-50023	Benefits-Uniforms	\$ 2,400	\$ 173	\$ 1,021	42.56%
03-5-07-50024	Benefits-Vacation & Sick Pay	\$ 2,000	\$ 220	\$ 1,431	71.56%
03-5-07-50025	Benefits-Boot Allowance	\$ 1,600	\$ -	\$ 144	9.00%
03-5-07-51003	R&M - Structures	\$ 225,000	\$ 10,470	\$ 115,948	51.53%
03-5-07-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 710	70.95%
03-5-07-51241	Lift Station #1	\$ 70,000	\$ 3,895	\$ 25,978	37.11%
03-5-07-51242	Lift Station #2	\$ 30,000	\$ 1,337	\$ 6,596	21.99%
03-5-07-51243	Lift Station #3	\$ 15,000	\$ 807	\$ 2,842	18.95%
03-5-07-51244	Lift Station #4	\$ 50,000	\$ 1,076	\$ 5,028	10.06%
03-5-07-51248	Lift Station #8	\$ 3,000	\$ 664	\$ 1,875	62.50%
03-5-07-54111	Pretreatment	\$ 66,000	\$ 5,187	\$ 27,583	41.79%
	ENVIRONMENTAL CONTROL TOTAL	\$ 1,256,463	\$ 65,272	\$ 470,031	37.41%
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	\$ 423,936	\$ 423,936	100.00%
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	\$ 225,337	\$ 949,482	89.43%
	40 - Debt	\$ 3,869,281	\$ 649,274	\$ 3,572,942	92.34%
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)	\$ -	\$ -	\$ -	
	40 - Capital Outlay	\$ -	\$ -	\$ -	
				\$ 7,429,258	
	TOTAL SEWER EXPENSES	\$ 12,132,940	\$ 1,213,633	\$ 7,429,258	61.23%

FY 2017-18 Recycled Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Dec '17	Year to Date	%
04-5-06-50010	Labor-Recycled Water	\$ 343,507	\$ 32,754	\$ 179,161	52.16%
04-5-06-50012	Director Fees	\$ 5,000	\$ -	\$ -	0.00%
04-5-06-50013	Benefits-FICA	\$ 20,000	\$ 1,806	\$ 13,383	66.92%
04-5-06-50014	Benefits-Life Insurance	\$ 1,820	\$ 70	\$ 281	15.46%
04-5-06-50016	Benefits-Health & Def Comp	\$ 30,000	\$ 8,769	\$ 37,125	123.75%
04-5-06-50017	Benefits-Disability Insurance	\$ 3,300	\$ 363	\$ 2,105	63.80%
04-5-06-50019	Benefits-Workers Compensation	\$ 4,000	\$ -	\$ 1,850	46.24%
04-5-06-50021	Benefits-PERS Employee	\$ 11,000	\$ 1,442	\$ 7,597	69.06%
04-5-06-50022	Benefits-PERS Employer	\$ 18,243	\$ 2,208	\$ 12,245	67.12%
04-5-06-50023	Benefits-Uniforms	\$ 1,365	\$ 45	\$ 300	22.00%
04-5-06-50024	Benefits-Vacation & Sick Pay	\$ 500	\$ 21	\$ 194	38.89%
04-5-06-50025	Benefits-Boots	\$ 910	\$ -	\$ 200	21.98%
04-5-06-51003	R & M-Structures	\$ 25,000	\$ -	\$ 25,983	103.93%
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	\$ 787	\$ 3,539	39.32%
04-5-06-51140	General Supplies & Expenses	\$ 2,500	\$ 242	\$ 3,185	127.39%
04-5-06-51210	Utilities-Power Purchasess	\$ 85,000	\$ 1,274	\$ 36,568	43.02%
04-5-06-54002	Dues & Subscriptions	\$ 4,000	\$ (11)	\$ 45	1.11%
04-5-06-54005	Computer Expense	\$ 9,000	\$ 2,694	\$ 9,473	105.25%
04-5-06-54011	Printing & Publications	\$ -	\$ -	\$ 35	N/A
04-5-06-54012	Education & Training	\$ 4,000	\$ 104	\$ 3,889	97.22%
04-5-06-54014	Public Relations	\$ 2,000	\$ -	\$ 868	43.38%
04-5-06-54016	Travel Related Expenses	\$ 2,500	\$ -	\$ 3,066	122.64%
04-5-06-54017	Certifications & Renewals	\$ 500	\$ 149	\$ 149	29.80%
04-5-06-54019	Licenses & Permits	\$ 20,000	\$ 11,156	\$ 11,156	55.78%
04-5-06-54020	Meeting Related Expenses	\$ 1,000	\$ 96	\$ 458	45.84%
04-5-06-54022	Utilities - YVWD Services	\$ 25,000	\$ -	\$ 16,276	65.10%
04-5-06-54025	Utilities - Telephone & Internet	\$ 1,500	\$ -	\$ 993	66.20%
04-5-06-54010	Contractural Services	\$ 8,400	\$ -	\$ 2,183	25.98%
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	\$ -	\$ 43,387	108.47%
04-5-06-54110	Laboratory Services	\$ -	\$ -	\$ -	
04-5-06-55500	Depreciation	\$ 8,000	\$ 665	\$ 4,010	50.13%
	Infrastructure Replacement	\$ 25,000	\$ 2,083	\$ 12,498	49.99%
04-5-06-56001	Insurance	\$ 20,000	\$ 1,749	\$ 10,495	52.48%
04-5-06-57030	Regulatory Compliance	\$ 40,000	\$ 900	\$ 14,014	35.04%
04-5-06-57040	Environmental Compliance	\$ 9,000	\$ -	\$ -	0.00%
				\$ 459,731	
	TOTAL RECYCLED EXPENSES	\$ 810,795	\$ 69,366	\$ 459,731	56.70%



Date: January 16, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Discussion Regarding the Adoption of Resolution No. 2018-02 Approving an Investment Policy and Appointment of the General Manager as the District Investment Officer

Recommendation: That the Board adopts Resolution No. 2018-02.

On January 3, 2017, the Board of Directors adopted the current Investment Policy as Resolution No. 2017-01 [Director Memorandum No. 17-001].

Each year the District staff is required to present the investment policy for review by the Board of Directors and the public. If no modifications are recommended, the District staff recommends approving the Investment Policy by adopting the attached resolution.

RESOLUTION NO. 2018-02**A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT APPROVING AN INVESTMENT POLICY AND APPOINTING THE GENERAL MANAGER AS THE DISTRICT INVESTMENT OFFICER**

WHEREAS, the Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the provisions of the County Water District Law of this State (Section 30000, et seq. of the Water Code); and

WHEREAS, the attached Investment Policy has been developed to establish procedures that are formulated in compliance with governing provisions of law (Government Code Sections 53600 et seq.) for a prudent and systemic investment program in support of the District's overall mission.

WHEREAS, The District's investment process and Policy are subject to annual review and evaluation at a public forum. The overall investment program shall be designed and managed with a degree of professionalism worthy of the public's trust.

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

Section 1: Adoption of Investment Policy. Pursuant to Government Code 53600 et seq., the "Yucaipa Valley Water District Statement of Investment Policy" is hereby approved as attached hereto and incorporated herein by this reference.

Section 2: Appointment of Investment Officer. The General Manager of the District is hereby appointed as the District's Investment Officer and is authorized and directed to do all things necessary to implement the Investment Policy.

PASSED, APPROVED and ADOPTED this 16th day of January 2018.

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



STATEMENT OF INVESTMENT POLICY

January 16, 2018

INTRODUCTION

The purpose of this policy is to provide broad guidelines to the District Investment Officer, who is charged with the responsibility for the investment of funds for the District. All investments by the District shall be governed by State law and by this policy.

The District Investment Officer is responsible for administering the District's investments. In furtherance of this responsibility, the District Investment Officer shall issue and administer detailed Investment Instructions which may change periodically and which will implement this Investment Policy. The investment of bond proceeds will be further restricted by the provisions of relevant bond documents.

POLICY GUIDELINES

1) Prudence

The standard of prudence to be used by the District Investment Officer shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. All persons investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds shall act with care, skill, prudence and diligence in order to safeguard the principal amount of the investments and maintain the liquidity needs of the District.

2) Objectives

The primary objectives, in priority order, of the District's investment activities shall be:

- A. Safety of Principal. The investments shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
- B. Liquidity. The investment portfolio will remain sufficiently liquid to enable the District to meet its cash flow requirements.
- C. Return on Investment. The investment portfolio shall be designed with the objective of attaining a market rate of return on its investments consistent with the constraints imposed by its safety objective and cash flow requirements.

3) Delegation of Authority

The management and oversight responsibility for the investment program is hereby delegated to the District Investment Officer who shall monitor and review all investments for consistency with

this investment policy. No person may engage in an investment transaction except as provided under the limits of this policy. The District Investment Officer shall maintain investment instructions for internal and external management of investments consistent with State Government Code requirements. The District may contract for the use of investment manager services subject to all other provisions of this Investment Policy. The District Investment Officer shall maintain a list of authorized broker/dealers and financial institutions that are approved for investment purposes, and it shall be the policy of the District staff to purchase securities only from those authorized institutions or firms.

4) Investment Oversight Committee

There is hereby established an Investment Oversight Committee, which shall consist of the Investment Officer, the District's Controller and the members of the Board of Directors.

It shall be the responsibility of the Committee to:

- A. Review changes in investment practices of the Investment Officer for compliance with the Investment Policy and investment transaction instructions and procedures;
- B. Review the District's monthly Unaudited Financial Report for adherence to this Investment Policy and investment instructions and procedures in the event that said Report is not presented at a workshop of the Board; and
- C. Identify any deviations from the Investment Policy or any investment instructions or procedures which are deemed imprudent.

To maintain full financial transparency of the District's operations, an unaudited financial report will be provided monthly to the Board of Directors at a workshop meeting prior to being presented at a board meeting. The presentation of the monthly financial report shall be the preferred mechanism to be used to provide all financial information to the entire Board and the public.

5) Ethics and Conflict of Interest

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Officers and employees involved in the investment process shall abide by the District's Conflict of Interest Code, California Government Code, Section 1090 and the California Political Reform Act.

6) Authorized and Acceptable Investments

Government Code, Section 53601 sets forth the eligible investments for the District. All investments purchased for the District shall be delivered, either by book entry or physical delivery, to the District's third party custodian. All investments of the District shall have the Yucaipa Valley Water District as registered owner.

- A. As to the District's surplus funds generally (excluding funds from bond proceeds), the District's Investment Officer is authorized to invest such funds as follows:
 - 1. Local Agency Investment Fund - The District Investment Officer may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of

\$1,000 above that, with a maximum of \$30 million for any agency. The LAIF offers high liquidity because deposits can be converted to cash in 24 hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share.

2. Passbook Savings Accounts and Demand Deposit Accounts - For purposes of this policy, passbook savings accounts and demand deposit accounts and bank money-market accounts shall be considered appropriate investments. The District may earn interest on idle funds in such accounts at a federally-insured institution.
 3. United States Government Securities - U.S. Treasury Bills, Notes, Bonds and Certificates of Indebtedness, or those for which the full faith and credit of the United States are pledged for payment of principal and interest and are not subject to any limitations. Since this investment category is considered to be extremely safe and liquid, there is no limitation as to the percentage of the District's portfolio that can be invested in these types of investments.
- B. As to the District's bond proceeds, and subject to the Board's approval, such proceeds may be invested by the District Investment Officer in the following investments authorized under California Government Code, Sections 53601, 53635 and 53635.2:
1. United States Treasury notes, bonds, bills or certificates of indebtedness or other obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest;
 2. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. Certain short-term obligations of agencies or instrumentalities of the United States Government may be backed only by the issuing agency or instrumentality and may not be backed by the full faith and credit of the United States Government. For example, securities issued by the Federal Home Loan Banks and the Freddie Mac are supported only by the credit of the agency or instrumentality that issued them, and not by the United States Government, and securities issued by the Federal Farm Credit System and the Fannie Mae are supported by the agency's or instrumentality's right to borrow money from the U.S. Treasury under certain circumstances;
 3. Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by this state or by a department, board, agency, or authority of this state.
 4. Bonds, notes, warrants, or other evidences of indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the local agency, or by a department, board, agency, or authority of the local agency.

5. Bankers acceptances (otherwise known as bills of exchange or time drafts) that are drawn on and accepted by a commercial bank which are eligible for purchase by the Federal Reserve System. Such banker's acceptances may not exceed 180 days maturity. No more than forty percent (40%) of the District's money may be invested in such banker's acceptances. No more than thirty percent (30%) of the District's money may be invested in the banker's acceptances of any one commercial bank. The commercial bank shall have the highest short-term letter and numerical rating as provided by Moody's Investors Service, Inc. ("Moody's") or Standard & Poor's Rating Agency ("Standard & Poor's");
6. Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (a) or paragraph (b):
 - (a) The entity is organized and operating in the United States as a general corporation, and has total assets in excess of \$500 million, and has debt other than commercial paper, if any, that is rated "A" or higher by a NRSRO.
 - (b) The entity is organized within the United States as a special purpose corporation, trust, or limited liability company, has a program wide credit enhancements including, but not limited to, over collateralization, letters of credit or surety bond, and has commercial paper that is rated "A-1" or higher, or the equivalent by an NRSRO.

Commercial paper shall have a maximum maturity of 270 days or less. The District may invest no more than twenty-five percent (25%) of its money in such commercial paper. The District may purchase no more than ten percent (10%) of the outstanding commercial paper of any single issuer;

7. Repurchase agreements with respect to securities described in paragraphs (i) and (ii) above provided that the term of any such repurchase agreement shall be one year or less. A repurchase agreement means a purchase of securities by the District pursuant to an agreement by which the seller will repurchase the securities on or before a specific date at an agreed upon price, thereby establishing the yield during the District's holding period. The yield established for the repurchase agreement is determined by current short-term rates and may be more or less than the interest rate on the underlying securities. The securities underlying a repurchase agreement is, in effect, collateral under the agreement and the securities shall be (otherwise known as bills of exchange or time drafts) delivered to the District by book entry, physical delivery or by third-party custodial agreement. At the time a repurchase agreement is made, the underlying securities shall be valued at one hundred and two percent (102%) or greater of the repurchase price. If an agreement is in effect for more than one day, and, in the event their value drops below one hundred and two percent (102%) of the repurchase price, the seller to the repurchase

agreement shall provide additional securities or money within one business day so that the value of the collateral is not less than one hundred and two percent (102%) of the repurchase price. At the expiration of each agreement, the District receives payment of the repurchase price as a condition for the transfer of the underlying securities back to the Seller;

8. Negotiable certificates of deposit issued by a nationally or state-chartered bank or a state or federal savings association (as defined in Section 5102 of the California Financial Code) a state or federal credit union, or by a state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit may not exceed thirty percent (30%) of the District's money which may be invested pursuant to this section. The District is prohibited from investing the District's funds, or funds in the custody of the District, in negotiable certificates of deposit issued by a state or federal credit union if a member of the District's Board of Directors, or any person with investment decision making authority with the District, also serves on the Board of Directors, or any committee appointed by the Board of Directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.
9. Shares of beneficial interest issued by diversified management companies (also known as mutual fund companies) that invest in the securities and obligations as authorized by Government Code, Section 53601(a) to (j), (m) and (n) and that comply with investment restrictions contained in Government Code, Section 53630, et. seq. However, a county or party to a reverse repurchase agreement or securities lending agreement is not required to be a primary dealer of the Federal Reserve Bank of New York if the diversified management company's board of directors finds that the counterparty presents a minimal risk of default, and the value of the securities underlying a repurchase agreement or securities lending agreement may be 100% of the sales price of the securities are marked to market daily. The diversified management company in this section shall have attained the highest ranking or the highest letter and numerical ranking provided by not less than 2 NRSROs. The purchase price of shares of beneficial interest shall not include any commission or load that the company may charge and shall not exceed twenty percent (20%) of the District's money that may be invested pursuant to this Statement of Investment Policy. No more than ten percent (10%) of the District's money may be invested in shares of any one mutual fund referenced in this paragraph (ix);
10. Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80(a-l et seq.)). The diversified management company shall have attained the highest ranking or the highest letter in numerical ranking provided by no less than 2 NRSROs. The purchase price of shares of beneficial interest shall not include any commission or load that the companies may charge and shall not exceed twenty percent (20%) of the District's money that may be invested pursuant to this Statement of Investment Policy.

7) Nondiscrimination

Investments shall not knowingly be made in any institution that practices or supports directly or indirectly through its actions discrimination on the basis of race, religion, color, creed, national or ethnic origin, age, gender, or physical disability.

8) Maximum Maturity

Investment maturities shall be based on a review of cash flow forecasts. Maturities will be scheduled so as to permit the District to meet all projected obligations. No investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement that at the time of the investment has a term remaining to maturity in excess of five years.

9) Ineligible Investments

Any security type or structure not specifically approved by this policy and investment instructions is specifically prohibited. Security types that are thereby prohibited to be purchased include, but are not limited to:

- A. Complex derivative structures such as range notes, inverse floaters, or any other complex variable rate or structure note.
- B. Interest-only strips that are derived from a pool of mortgages, or any security that could result in zero interest accrual if held to maturity.

10) Sales Prior to Maturity

Sales prior to maturity are permitted. It is also recognized that in a changing interest rate environment, it may be financially advantageous to sell investments at a book value loss in order to reinvest in a more profitable security.

11) Reporting

The District Investment Officer shall render to the Board of Directors a monthly report which shall include the following information for investments:

- Distribution of funds within all financial accounts maintained by the District;¹
- Summary of investments including the types of investments, maturity date, yield, costs and market value;²
- Detailed money market investment account activity associated with the purchase of U.S. Treasuries;²
- The current balance, accrued interest and historical effective yield of funds managed by the Local Agency Investment Fund (LAIF).²

The monthly report shall also:

- A. State compliance of the portfolio to this Investment Policy and State law, or state the manner in which the portfolio is not in compliance.

¹ This report component is contained within the monthly Unaudited Financial Report.

² This report component is contained within the Investment Summary of the monthly Unaudited Financial Report.

- B. Include a description of any of the District's funds, investments or programs that are under management of contracted parties, including lending programs.
- C. Include a statement denoting the ability of the District to meet its expenditure requirements of the next six months, or provide an explanation as to why sufficient money shall, or may, not be available.

The District Investment Officer shall annually render to the Board of Directors a Statement of Investment Policy, which the Board of Directors shall consider at a public meeting.

12) Interest Allocation

The Investment Officer shall allocate interest pursuant to an Interest Allocation Schedule. A list of funds eligible to receive interest shall be maintained by the District Investment Officer.



Date: January 16, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Discussion Regarding the Use of Updated Percentages for Monthly Unaudited Financial Reports

Recommendation: That by minute order, the Board directs District staff to utilize revised percentages for tracking revenues and expenses throughout the fiscal year in future unaudited financial reports.

Each month, the unaudited financial statements are presented to the Board of Directors for review. Within the unaudited statements is a percentage for estimating revenue and expenses to determine if the District is trending as anticipated. These percentages were last updated in 2009.

The District staff reviewed the last three years of expenses, including year-end accruals. As a result of this review, staff is recommending to change the monthly estimated revenue and expenses as provided below.

	Current Percentage	Proposed Percentage
July	4%	5%
August	12%	13%
September	21%	20%
October	29%	30%
November	37%	36%
December	46%	43%
January	54%	49%
February	62%	56%
March	71%	65%
April	79%	72%
May	87%	81%
June	96%	90%
Year-end Accrual	4%	10%
TOTAL	100%	100%

If there is a consensus of the Board of Directors, the proposed percentages will be reflected in future unaudited financial reports.



Date: January 16, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Discussion and Notice of Unclaimed Funds

Recommendation: No action is required at this time.

On October 3, 2017, the Board of Directors adopted the Unclaimed Funds Escheatment Policy (DM-17-090). This policy requires District staff to annually transfer any monies from checks greater than one year old and less than \$15 to the District as miscellaneous revenue. In addition, any checks greater than three years old and more than \$15 will be noticed in a local paper and if unclaimed after 60-days will also become miscellaneous revenue.

As of January 2018, the District transferred one check greater than one year old for \$11.14 as miscellaneous revenue. In addition, the checks listed below are greater than three years old and more than \$15. This list will be noticed in the News Mirror on January 12, 2018, and January 19, 2018. The total listed below is \$2,627.86. If checks remain unclaimed as of March 20, 2018, the funds will become miscellaneous revenue.

Name	Check Date	Check Number	Amount
Catherine Wilmot	2/15/08	2591	\$112.50
Deda James	4/11/08	3102	\$37.61
James Mason	5/14/08	3361	\$20.16
Geneva Mathisen	5/28/08	3484	\$32.79
Dortha P. Shorkey	10/29/08	4752	\$46.83
Keith Tasker	12/24/08	5243	\$638.60
Wells Fargo Bank	1/16/09	5391	\$23.33
James Allfree	1/16/09	5393	\$27.32
Clean Earth Recycling, Inc.	2/11/09	5566	\$113.60
Arthur Buchanan	2/18/09	5702	\$180.68
Curtis R. Enscoe	6/19/09	6698	\$29.10
Kevin Baker	9/11/09	7389	\$33.09
Bernard Nizinski	9/24/10	10510	\$117.24
Timothy Portway	2/7/11	11520	\$40.00
William Cronk	3/14/11	11838	\$56.94
Mamdouh Riad	1/18/12	14265	\$21.65
Ralph & Michel Sias	5/18/12	15190	\$39.43
Pro-Pipe & Supply, Inc.	8/27/12	15976	\$175.31
Anthony Nicholas	3/8/13	17399	\$41.74
Michelle Vicario	7/22/13	18483	\$99.78

Name	Check Date	Check Number	Amount
Kristen Wardlaw	8/23/13	18765	\$180.93
IBEW Local 1436	1/10/14	19796	\$324.00
Association of San Bernardino	6/16/14	20924	\$135.00
Fabion Murrillo	6/30/14	21014	\$42.79
Christianah Coleman	10/20/14	21876	\$22.00
Gilbert Cabrera	12/22/14	22307	\$35.44



Date: January 16, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Discussion Regarding the Use of E-Verify for New Employees

Recommendation: That by minute order, the Board directs the District staff to enroll and implement the eVerify system for new employees.

E-Verify is an internet-based system through the U.S. Department of Homeland Security that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility. There are a few differences between E-Verify and Form I-9:

- Form I-9 is mandatory, E-Verify is voluntary
- Form I-9 does not require a Social Security number, E-Verify does
- Form I-9 does not require a photo on identity documents, E-Verify does



Although E-Verify is voluntary as stated above, if the District were to receive a federal grant that included the Federal Acquisition Regulation (FAR) E-Verify clause, we would be required to use E-Verify.

E-Verify is free and available in all 50 states. Enrolling in E-Verify is an online process where the District is required to accept and electronically sign the MOU (attached). After the District is enrolled in E-Verify, we enter the new hire employee's information from Form I-9 into E-Verify and submit the information to create a case. Results can be received in a matter of seconds.





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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and _____ (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



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ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE WEB SERVICES EMPLOYER

1. By enrolling in E-Verify and signing the applicable MOU, the Web Services Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations, and DHS policies and procedures relating to the use of E-Verify.
2. The Web Services Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
3. The Web Services Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Web Services Employer representatives to be contacted about E-Verify. The Web Services Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
4. The Web Services Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Web Services Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.
5. The Web Services Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Web Services Employer will ensure that outdated manuals are promptly replaced with the new version of the E-Verify User Manual when it becomes available.
6. The Web Services Employer agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
7. The Web Services Employer agrees that any of its representatives who will create E-Verify cases will complete the E-Verify Tutorial before creating any cases.
 - a. The Web Services Employer agrees that all of its representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services Employer agrees to comply with current Form I-9 procedures, with two



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exceptions:

a. If an employee presents a "List B" identity document, the Web Services Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Web Services Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Web Services Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Web Services Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

11. The Web Services Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Web Services Employer agrees that, although it participates in E-Verify, the Web Services Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to a Web Services Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When a Web Services Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, it establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Web Services Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Web Services Employer must notify DHS and the Web Services Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Web Services Employer continues to employ an employee after receiving a final nonconfirmation, then the Web Services Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of



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E-Verify.

13. The Web Services Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three day time period is not extended. In such a case, the Web Services Employer must use the E-Verify browser during the outage.

14. The Web Services Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

15. The Web Services Employer must use E-Verify for all new employees. The Web Services Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

16. The Web Services Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

17. The Web Services Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Web Services Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment



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eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Web Services Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

18. The Web Services Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Web Services Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Web Services Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Web Services Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Web Services Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Web Services Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

19. The Web Services Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Web Services Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Web Services Employer who are authorized to perform the Web Services Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

20. The Web Services Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

21. The Web Services Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.



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22. The Web Services Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services Employer agrees to cooperate with DHS if DHS requests information about the Web Services Employer's interface, including requests by DHS to view the actual interface operated by the Web Services Employer as well as related business documents. The Web Services Employer agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

23. The Web Services Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

24. The Web Services Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

25. The Web Services Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

26. The Web Services Employer agrees to complete its Web Services interface no later than six months after the date the Web Services Employer signs this MOU. E-Verify considers the interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

27. The Web Services Employer agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services Employers should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

28. The Web Services Employer agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation

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to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services Employer understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services Employer's agreement and access.

29. The Web Services Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. EMPLOYERS THAT ARE FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

NOTE: If you do not have any Federal contracts at this time, this section does not apply to your company. In the future, if you are awarded a Federal contract that contains the FAR E-Verify clause, then you must comply with each provision in this Section. See 48 C.F.R. 52.222.54 for the text of the FAR E-Verify clause and the E-Verify Supplemental Guide for Federal Contractors for complete information.

1. If the Web Services Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Web Services Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Web Services Employer, the Employer may not create a second case for the employee through E-Verify.

a. A Web Services Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Web Services Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Web Services Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Web Services Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Web Services Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Web Services Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Web Services Employer must, within 90 days of enrollment, begin to use E-Verify to initiate



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verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. A Web Services Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Web Services Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Web Services Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Web Services Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Web Services Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Web Services Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Web Services Employer shall complete a new Form I-9 consistent with Article II.A.10 or update the previous Form I-9 to provide the necessary information if:

- i. The Web Services Employer cannot determine that Form I-9 complies with Article II.A.10,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.A.10, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Web Services Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.



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g. The Web Services Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Web Services Employer that is not a Federal contractor based on this Article.

3. The Web Services Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Web Services Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Web Services Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Web Services Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Web Services Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If a Web Services Employer experiences technical problems, or has a policy question, the Web Services Employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Web Services Employer access to selected data from DHS databases to enable the Web Services Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on employees by electronic means, and
- b. Photo verification checks (when available) on employees.



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2. DHS agrees to provide to the Web Services Employer appropriate assistance with operational problems that may arise during the Web Services Employer's participation in the E-Verify program. DHS agrees to provide the Web Services Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Web Services Employer at the E-Verify Web site (www.dhs.gov/E-Verify) and on the E-Verify Web browser (<https://e-verify.uscis.gov/emp/>), instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Web Services Employer a notice that indicates the Web Services Employer's participation in the E-Verify program. DHS also agrees to provide to the Web Services Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
5. DHS agrees to issue the Web Services Employer a user identification number and password that permits the Employer to verify information provided by its employees with DHS.
6. DHS agrees to safeguard the information provided to DHS by the Web Services Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal or anti-discrimination laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.
9. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA). This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.
10. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services



Company ID Number:

interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

11. DHS agrees to provide to the Web Services Employer guidance on breach notification and a means by which the Web Services Employer can report any and all suspected or confirmed breaches of owned or used systems or data spills related to E-Verify cases. At this time, if the Employer encounters a suspected or confirmed breach or data spill, it should contact E-Verify at 1-888-464-4218.

12. In the event the Web Services Employer is subject to penalties, DHS will issue a Notice of Adverse Action that describes the specific violations if it intends to suspend or terminate the employer's Web Services interface access. The Web Services Employer agrees that DHS shall not be liable for any financial losses to the Web Services Employer, its employees, or any other party as a result of your account suspension or termination and agrees to hold DHS harmless from any such claims.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Web Services Employer receives a tentative nonconfirmation issued by SSA, the Web Services Employer must print the notice and promptly provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Web Services Employer must review the tentative nonconfirmation with the employee in private. After the notice has been signed, the Web Services Employer must give a copy of the signed notice to the employee and attach a copy to the employee's Form I-9.

2. The Web Services Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Web Services Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Web Services Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Web Services Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Web Services Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Web Services Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



Company ID Number:

B. REFERRAL TO DHS

1. If the Web Services Employer receives a tentative nonconfirmation issued by DHS, the Web Services Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Web Services Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Web Services Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Web Services Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Web Services Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Web Services Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Web Services Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Web Services Employer finds a photo mismatch, the Web Services Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Web Services Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Web Services Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Web Services Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Web Services Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Web Services Employer agrees to check the E-Verify system regularly for case updates.
10. DHS agrees to provide the Web Services Employer with an Interface Control Agreement (ICA).



Company ID Number:

This document will provide technical requirements that the Web Services Employer must meet to create and maintain a Web Services interface to the Verification Information System (VIS). VIS is a composite information system that provides immigration status verification for government agencies and verification of employment authorization for employers participating in E-Verify.

11. DHS agrees to provide periodic system enhancements to improve the ease and accuracy of E-Verify, as needed. DHS will also provide E-Verify enhancements to comply with applicable laws and regulations. As enhancements occur, Web Services Employers must update their Web Services interface to reflect system changes within the timelines specified in Article V.A.1. DHS will provide the Web Services Employer with an ICA to support the E-Verify release whenever system enhancements are required.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services Employers must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services Employer agrees to update its Web Services interface to the satisfaction of DHS or its assignees to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form



Company ID Number:

of an Interface Control Agreement (ICA). The Web Services Employer agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services Employer agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services Employer acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update, then the Web Services Employer's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services Employer. The Web Services Employer also acknowledges that DHS may suspend its account after the six-month period has elapsed.
5. The Web Services Employer agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
6. The Web Services Employer agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services Employer and DHS.
7. DHS will not reimburse any Web Services Employer or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services Employer includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services Employers performing verification services under this MOU must ensure that information that is shared between the Web Services Employer and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services Employer agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services Employer;



Company ID Number:

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services Employer's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services Employer's application.
12. Web Services Employers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services Employers must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services Employer agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU



Company ID Number:

against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

13. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services Employer representatives identified above.

14. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services Employers whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 agree to use the E-Verify browser until the system upgrade is completed.

15. The Web Services Employer agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services Employer of the system update. The Web Services Employer can resume use of its interface once it is up-to-date, unless the Web Services Employer has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. The Web Services Employer agrees to develop an electronic system that is not subject to any agreement or other requirement that would restrict access and use by an agency of the United States.

2. The Web Services Employer agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services Employer agrees to develop an inspection and quality assurance program that regularly (at least once per year) evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services Employer agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services Employer agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, and other written, photographic and graphic materials.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article V.C.1. Reporting such breaches does not relieve the Web Services Employer from further



Company ID Number:

requirements as directed by state and local law. The Web Services Employer is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPMENT RESTRICTIONS

1. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
2. Employers are prohibited from Web Services Software development unless they also create cases in E-Verify to verify their new hires' work authorization. Those pursuing software development without intending to use E-Verify are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services Employer or Web Services E-Verify Employer Agent.

F. PENALTIES

1. The Web Services Employer agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services Employer, its clients, or any other party as a result of account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Web Services Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the



Company ID Number:

Web Services Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Web Services Employer's business.

3. A Web Services Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services Employer must provide written notice to DHS. If the Web Services Employer fails to provide such notice, then that Web Services Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services Employer or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services Employer, its agents, officers, or employees.

C. The Web Services Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services Employer.

E. The Web Services Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Web Services Employer and DHS respectively. The Web Services Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services

Page 18 of 23 E-Verify MOU for Web Services Employers | Revision Date 06/01/13



Company ID Number:

Employer.

Approved by:

Web Services Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

[illegible]



Company ID Number:

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

[illegible]



Company ID Number:

[illegible]



Date: January 16, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Discussion Regarding the Designation of Applicant's Agent Resolution for Non-State Agencies for the State of California Office of Emergency Services

Recommendation: That the Board adopts Resolution No. 2018-03.

The State of California, Governor's Office of Emergency Services requires non-state agencies to update the designation of the District's agents every three years.

On December 17, 2014 the Board approved Resolution No. 2014-22 designating three positions as the District's agents. One of these positions has changed titles. By updating the resolution on file with the Office of Emergency Services, the District will be eligible to receive federal and state financial reimbursements for disaster related expenses.

Yucaipa Valley Water District – Resolution No. 2018-03

STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
Cal OES 130

Cal OES ID No: 071-91011

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE Yucaipa Valley Water District
(Governing Body) (Name of Applicant)

THAT General Manager, OR
(Title of Authorized Agent)
Chief Financial Officer, OR
(Title of Authorized Agent)
Public Works Manager
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Yucaipa Valley Water District, a public entity
(Name of Applicant)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the Yucaipa Valley Water District, a public entity established under the laws of the State of California,
(Name of Applicant)
hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- ☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) _____

Passed and approved this 16th day of January, 2018

Director Jay Bogh, Director Bruce Granlund
(Name and Title of Governing Body Representative)

Director Lonni Granlund, Director Thomas Shalhoub
(Name and Title of Governing Body Representative)

Director Chris Mann
(Name and Title of Governing Body Representative)

CERTIFICATION

I, Joseph Zoba, duly appointed and General Manager/Secretary of
(Name) (Title)

Yucaipa Valley Water District, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the Yucaipa Valley Water District
(Governing Body) (Name of Applicant)

on the 16th day of January, 2018.

(Signature) Secretary
(Title)



Date: January 16, 2018

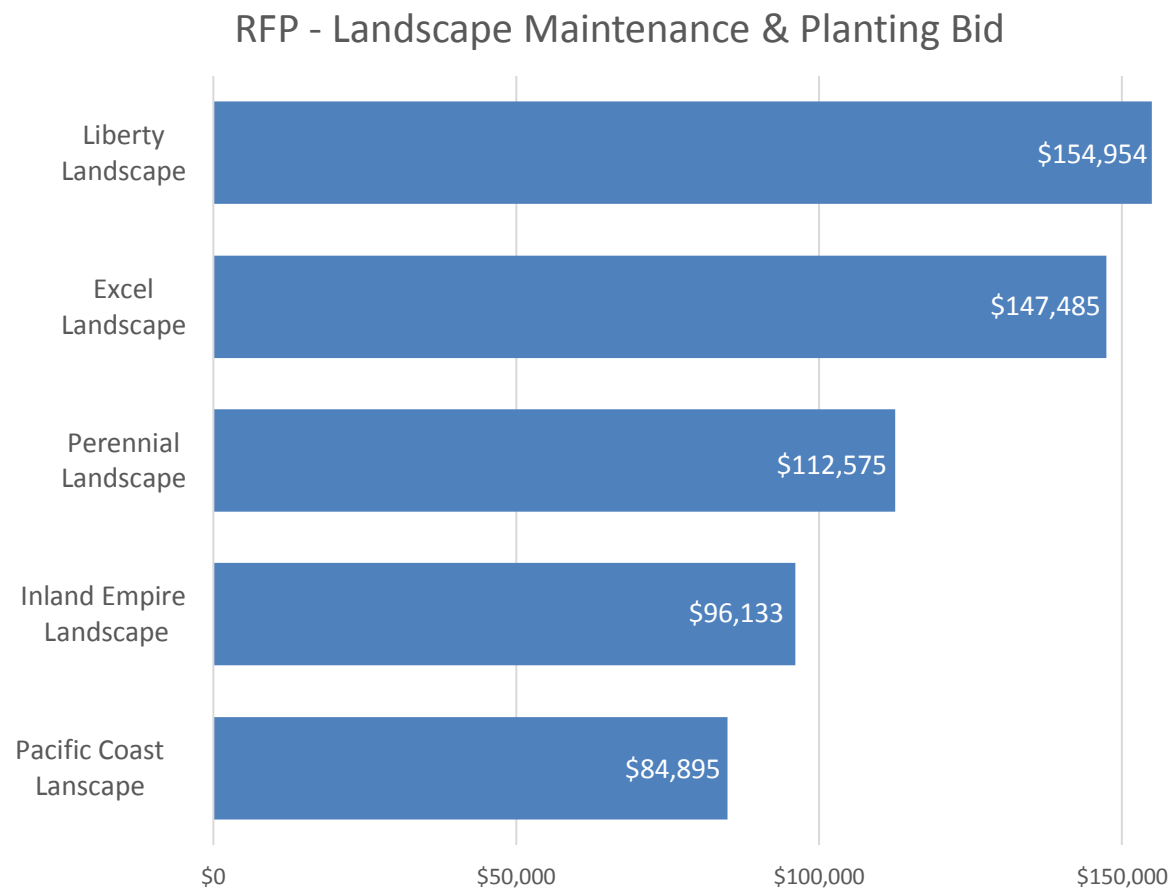
Prepared By: Kathryn Hallberg, Management Analyst

Subject: Ratification of the 2018 Landscape Contract to Pacific Coast Landscape

Recommendation: That the Board ratifies the 2018 Landscape Contract with Pacific Coast Landscape.

On October 3, 2017, the Board of Directors authorized District staff to solicit Request for Proposals (RFP) for Landscape Related Services [Director Memorandum No. 17-093]. The RFP for Landscape Services [Proposal No. 170925] includes 11 District properties and 5 planting areas.

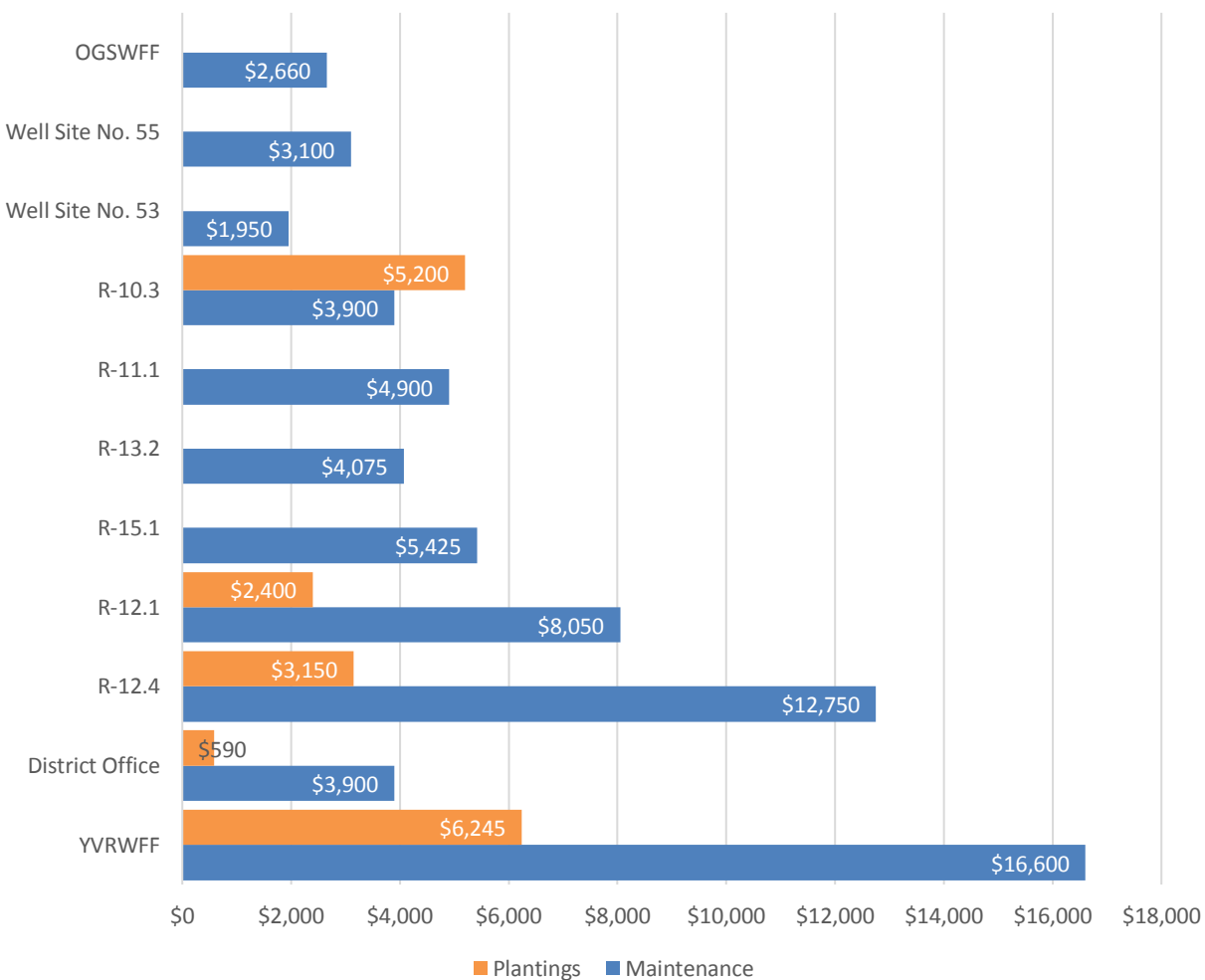
On December 21, 2017, District staff opened the RFP's. The preliminary bid results are provided below:



The bid submittals have been reviewed by District staff, and the bid has been awarded to Pacific Coast Landscape in the attached letter.

The bid includes one year of maintenance for all sites and plantings at specified sites. The description of the site maintenance and plantings are provided below.

2018 Landscape Maintenance & Planting

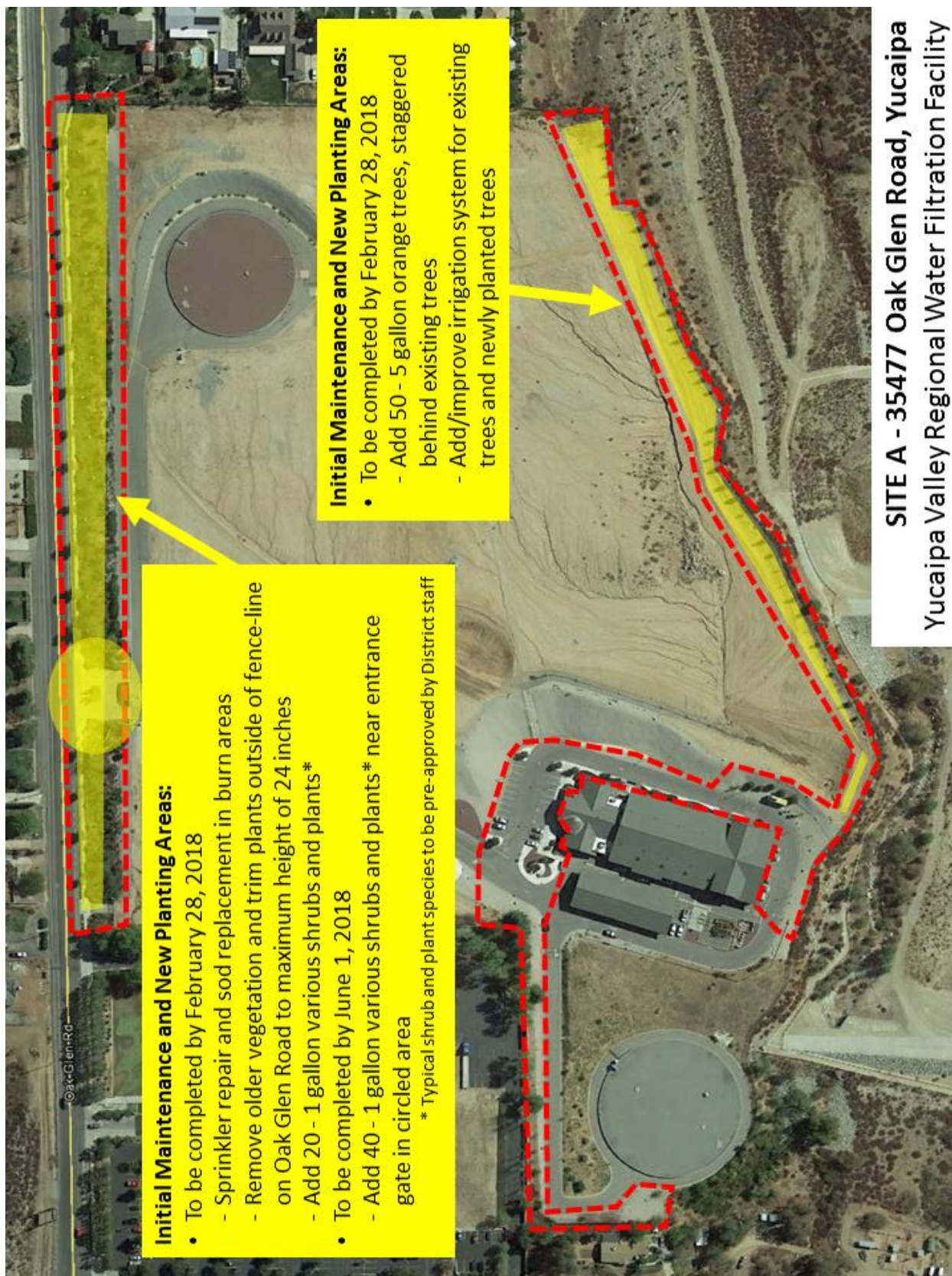


Financial Considerations:

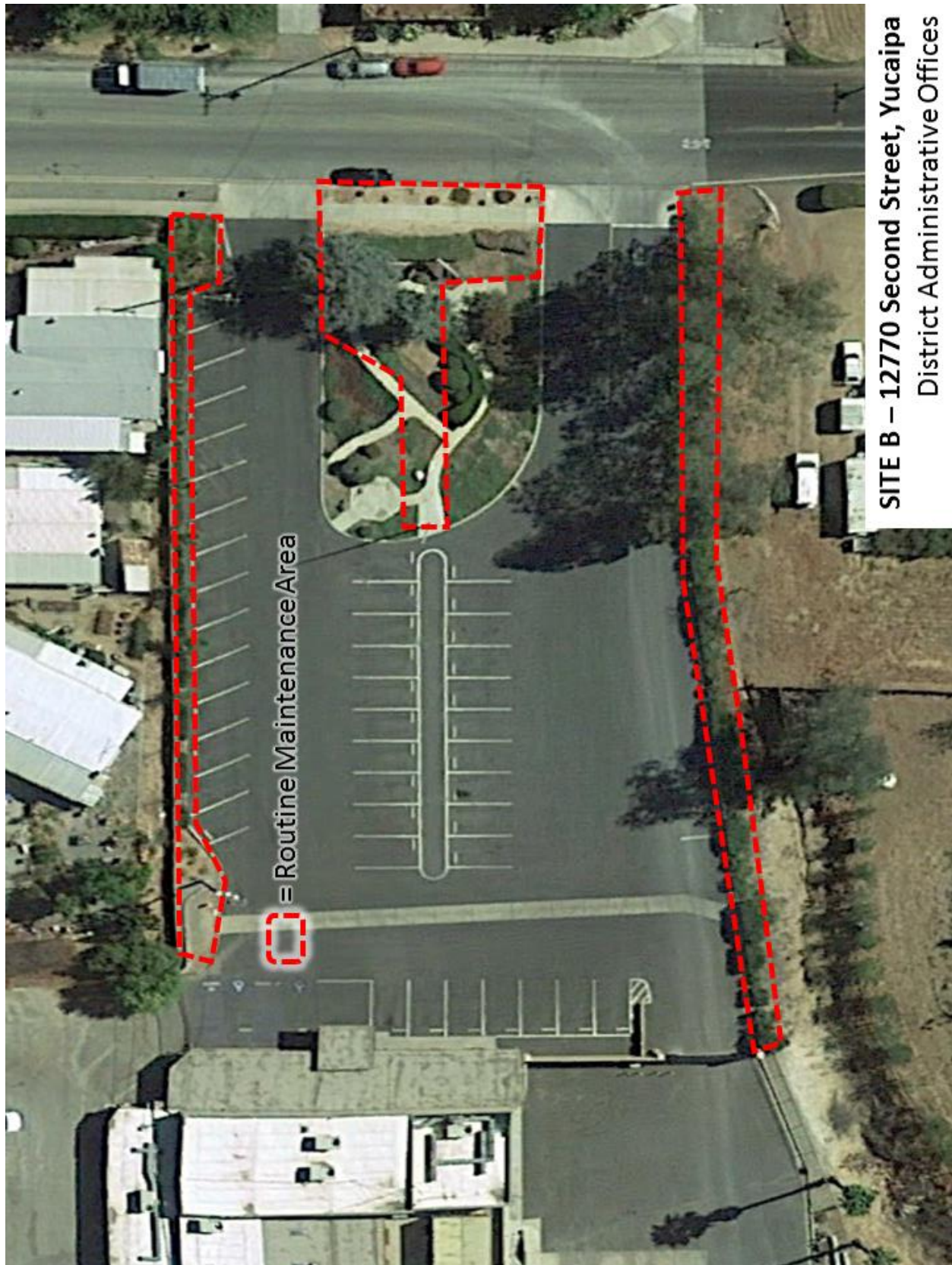
Funding for this contract will be allocated amongst the Water, Sewer and Recycled Divisions (based on location), Contractual Services [GL Account #5-06-54104] and YVRWFF [GL Account #02-5-01-57040]. This expense was included in the 2017-18 adopted budget.

Site A - 35477 Oak Glen Road, Yucaipa Valley Regional Water Filtration Facility		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	\$
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	\$
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$

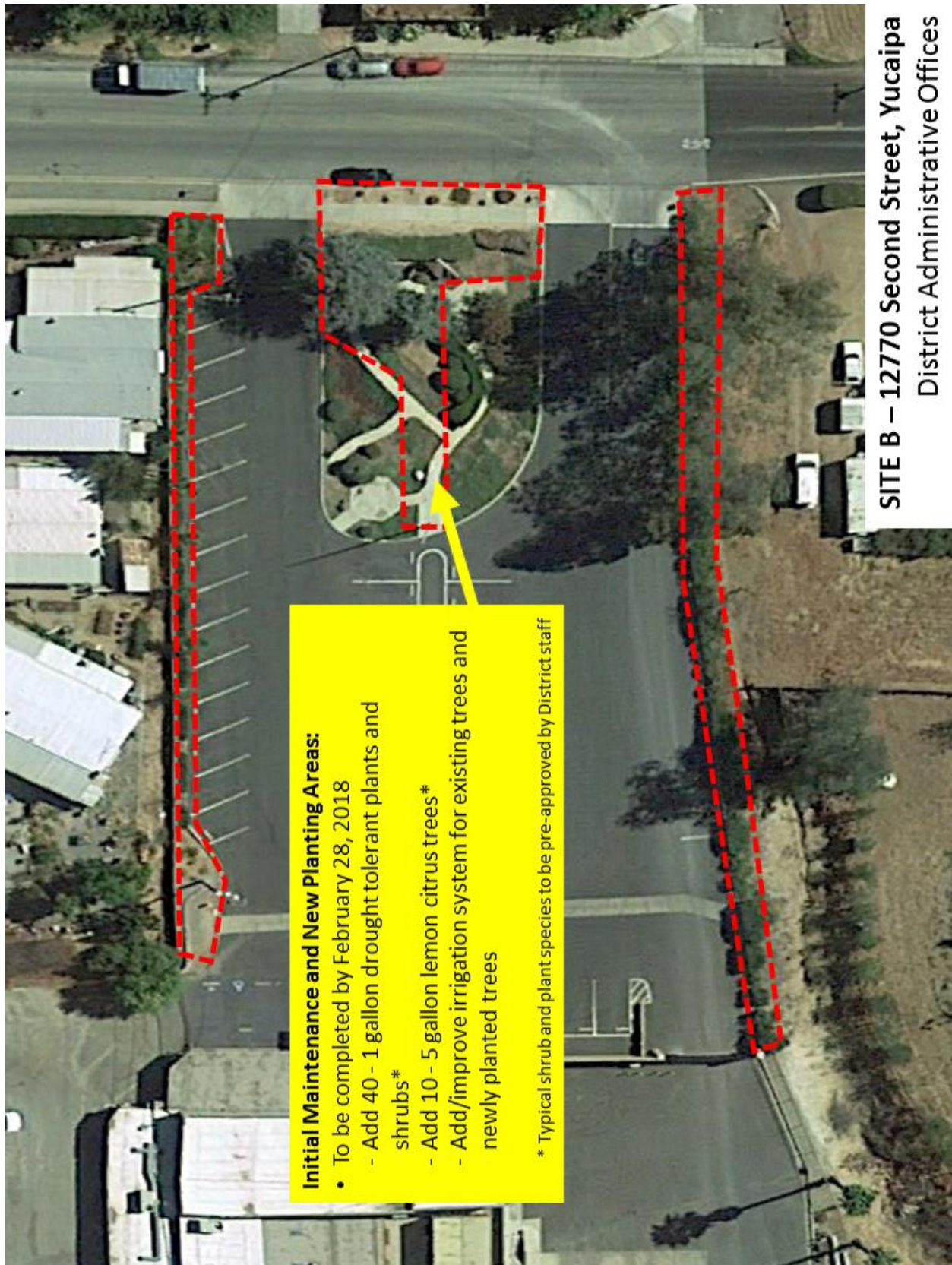




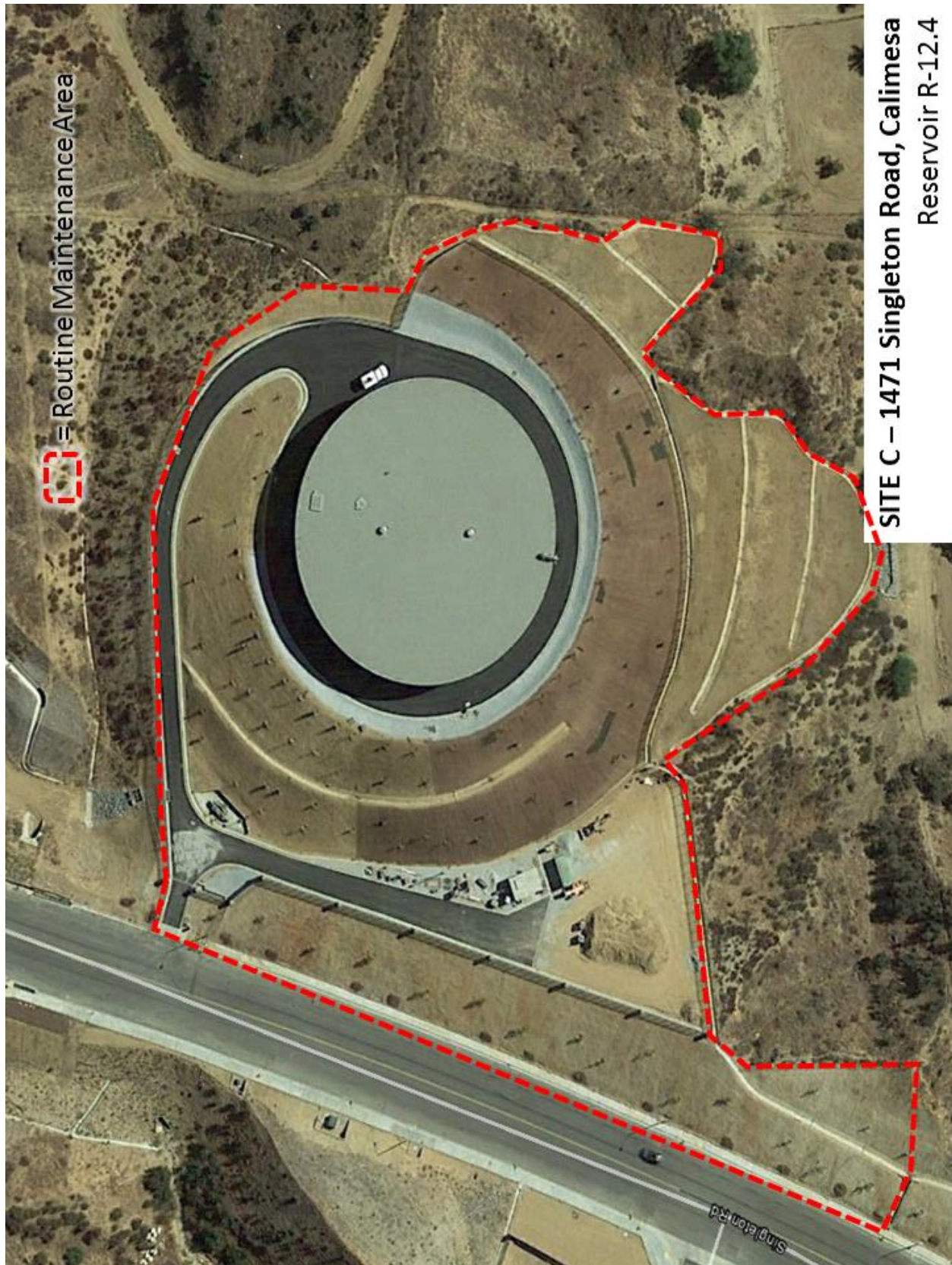
Site B - 12770 Second Street, District Administrative Offices		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	\$
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$

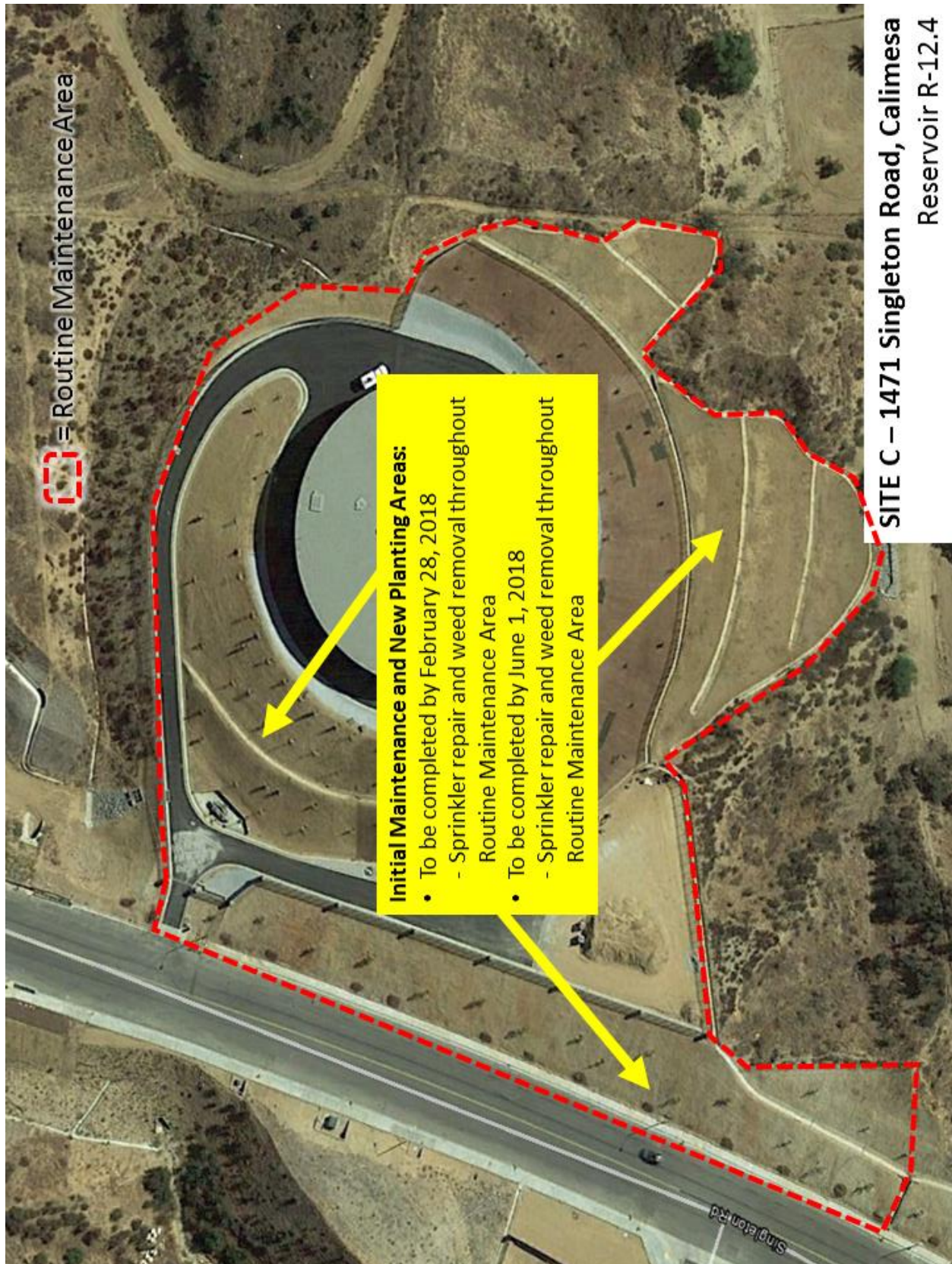


SITE B – 12770 Second Street, Yucaipa
District Administrative Offices



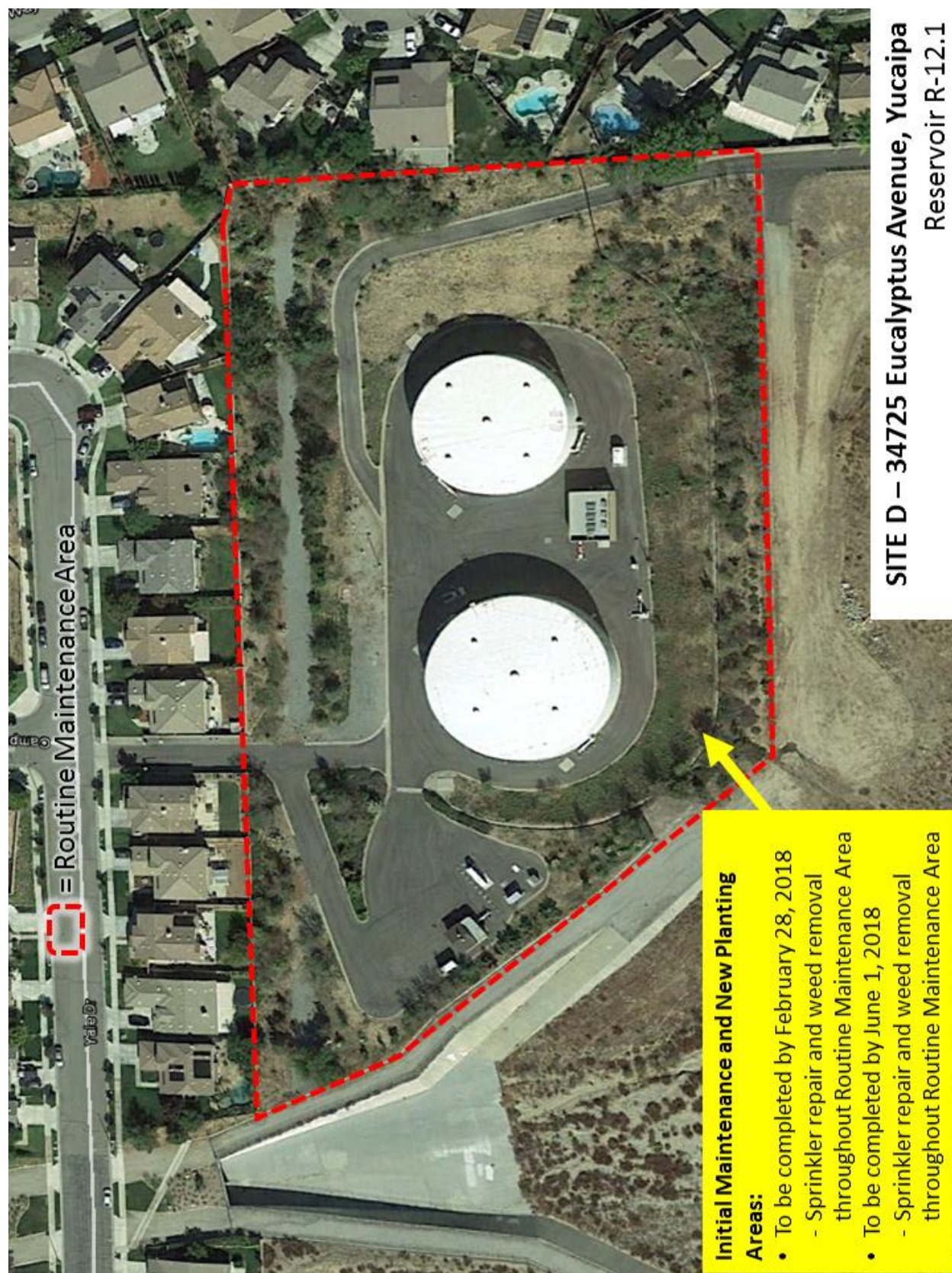
Site C - 1471 Singleton Road, Reservoir R-12.4		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	\$
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$





Site D - 134725 Eucalyptus Avenue, Reservoir R-12.1		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	\$
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$





Site E - 35978 Fir Avenue, Reservoir R-15.1		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	Not Applicable
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$

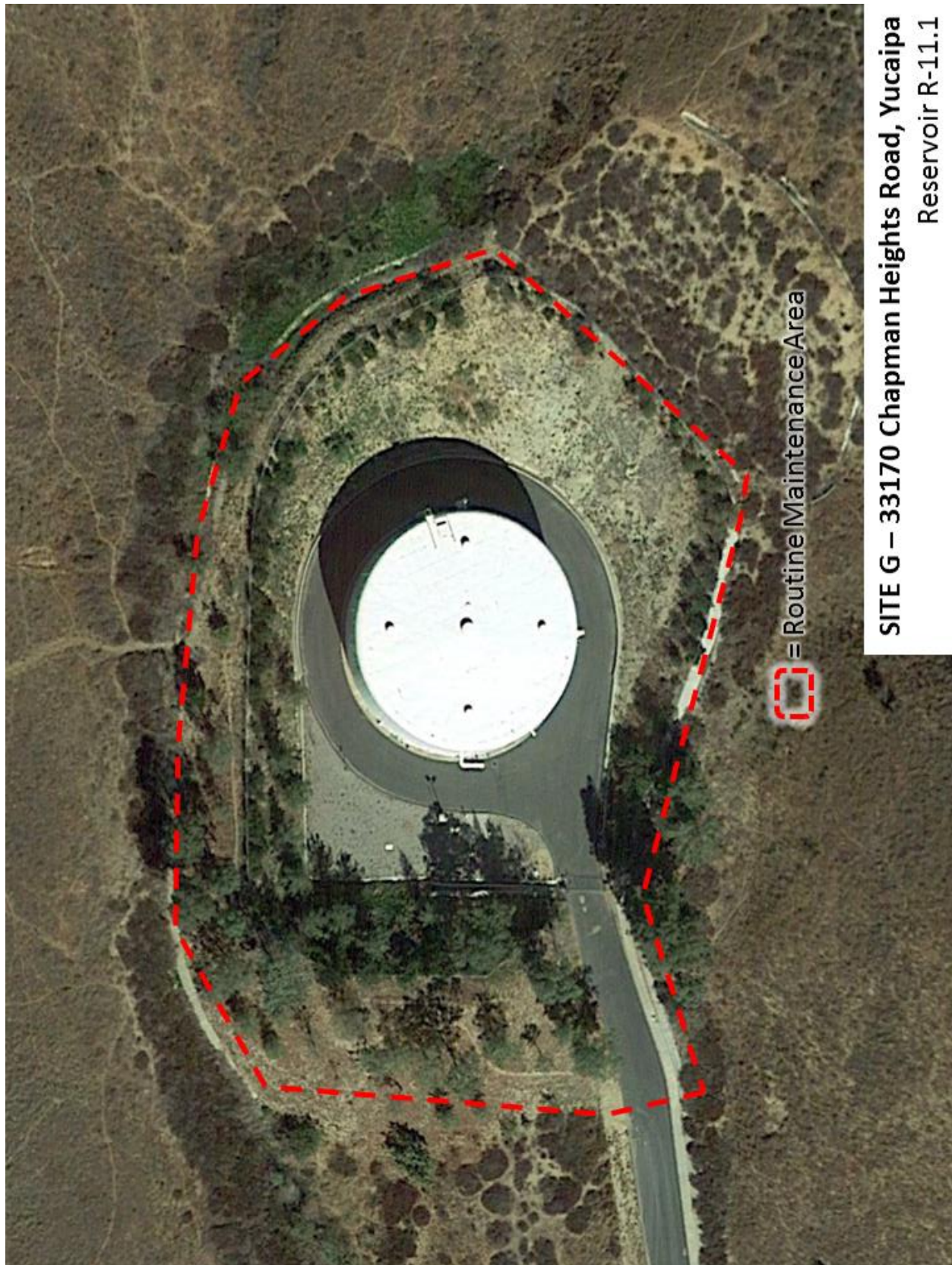


Site F - 25229 Oak Glen Road, Reservoir R-13.2		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	Not Applicable
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$



**SITE F – 25229 Oak Glen Road, Yucaipa
Reservoir R-13.2**

Site G - 33170 Chapman Heights Road, Reservoir R-11.1		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	Not Applicable
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$



Site H - 890 West County Line Road, Reservoir R-10.3		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	\$
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$



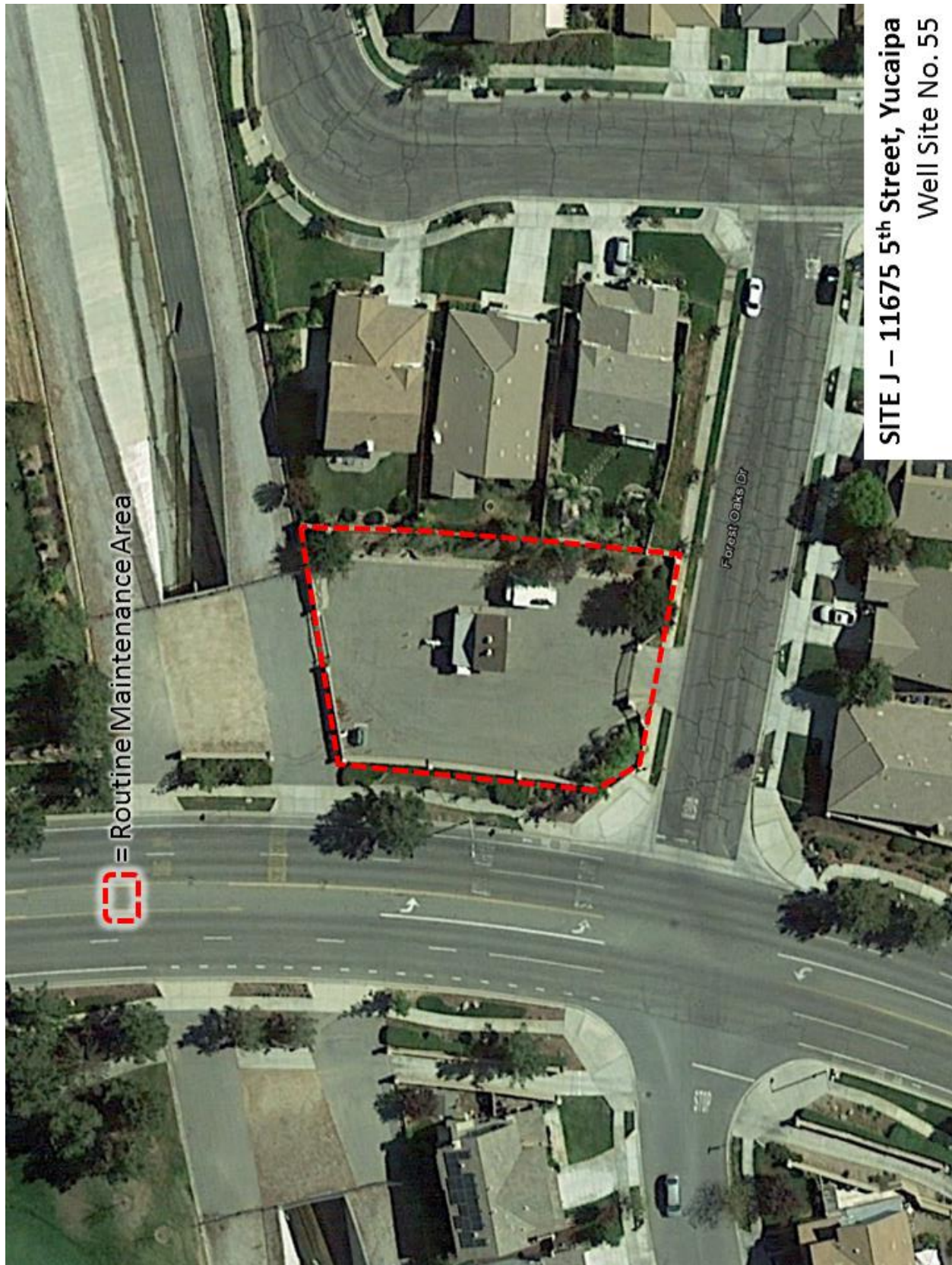
**SITE H – 890 West County Line Road, Yucaipa
Reservoir R-10.3**



Site I - 35000 Oak Glen Road, Well Site No. 53		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	Not Applicable
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$



Site J - 11675 5 th Street, Well Site No. 55		
Item	Description	Total Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	Not Applicable
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$



Site K - 37671 Oak Glen Road - Oak Glen Surface Water Filter Plant		
Item	Description	Monthly Amount
- -	Anticipated Authorization to Proceed - January 3, 2018	- -
1	Initial Maintenance and New Plantings - By Feb. 28, 2018	Not Applicable
2	January 2018 - Landscape Maintenance (Three service visits)	\$
3	February 2018 - Landscape Maintenance (Two service visits)	\$
4	March 2018 - Landscape Maintenance (Two service visits)	\$
5	April 2018 - Landscape Maintenance (Two service visits)	\$
6	May 2018 - Landscape Maintenance (Five service visits)	\$
7	Maintenance and New Plantings - By June 1, 2018	Not Applicable
8	June 2018 - Landscape Maintenance (Four service visits)	\$
9	July 2018 - Landscape Maintenance (Four service visits)	\$
10	August 2018 - Landscape Maintenance (Five service visits)	\$
11	September 2018 - Landscape Maintenance (Four service visits)	\$
12	October 2018 - Landscape Maintenance (Four service visits)	\$
13	November 2018 - Landscape Maintenance (Two service visits)	\$
14	December 2018 - Landscape Maintenance (Two service visits)	\$
- -	End of Contract - December 31, 2018	- -
Total Site Amount for this Contract (excluding site irrigation maintenance and repair)		\$



SITE K – 37671 Oak Glen Road, Yucaipa
Oak Glen Surface Water Filtration Facility



Date: January 16, 2018

Prepared By: Joseph B. Zoba, General Manager

Subject: Discussion Regarding the Assignment of Individuals to Represent the District in Small Claims Court

Recommendation: That the Board adopts Resolution No. 2018-04.

Every year the Board of Directors updates and adopts a resolution appointing representatives to act on behalf of the District in small claims court. The following resolution will be presented at the next board meeting for possible adoption.

RESOLUTION NO. 2018-04**A RESOLUTION APPOINTING A CORPORATE REPRESENTATIVE TO SMALL CLAIMS COURT**

UNREPRESENTED PARTY (Name and Address): Yucaipa Valley Water District 12770 Second Street, Yucaipa, California 92399		TELEPHONE NUMBER (909) 797-5119	FOR COURT USE ONLY
NAME OF COURT: Superior Court, Small Claims Division			
STREET ADDRESS:			
MAILING ADDRESS:			
CITY AND ZIP CODE:			
BRANCH NAME:			
PLAINTIFF: Not Applicable			
DEFENDANT: Not Applicable			
RESOLUTION - APPOINTING A CORPORATE REPRESENTATIVE			CASE NUMBER:

It appearing to the Board of Directors of the Yucaipa Valley Water District, a corporation qualified to do business in the State of California, that it is desirable and necessary to appoint an officer/employee of this corporation to act for and in its behalf in the Small Claims Court.

And it further appearing that Joseph Zoba, Allison Edmisten, Peggy Little, Matthew Porras, and Kathryn Hallberg as an officer/employee of Yucaipa Valley Water District is a suitable individual for such appointment; and said officer/employee is not employed solely for the purpose of representing said corporation.

Be it resolved that Joseph B. Zoba, and/or Allison Edmisten, and/or Peggy Little, and/or Matthew Porras, and/or Kathryn Hallberg is/are appointed to represent and appear for said corporation in the lawful process of any and all claims filed in said court, and is further authorized and empowered to accept service of process issued by said court, for and on behalf of said corporation.

I certify that the foregoing resolution was adopted by the Board of Directors of the Yucaipa Valley Water District, at a regular meeting held on January 16, 2018.

Jay Bogh, President

(SEAL)

Joseph B. Zoba, Secretary

THE LOCAL BUSINESS ADDRESS OF SAID CORPORATION IS:

Yucaipa Valley Water District
12770 Second Street,
Yucaipa, California 92399

SIGNATURE OF AGENT SO APPOINTED

NAME AND TITLE OF AGENT SO APPOINTED



Date: January 16, 2018

Prepared By: Joseph B. Zoba, General Manager

Subject: Discussion Regarding the Reimbursement Policy and Compensation Paid to Members of the Board of Directors Pursuant to Assembly Bill No. 1234

Recommendation: No recommendation.

On March 21, 2007, the Board adopted Resolution No. 10-2007 and Ordinance No. 53-2007. These actions updated the policy of reimbursement and compensation paid to the members of the Board of Directors in a manner consistent with Assembly Bill No. 1234. Both the resolution and ordinance are attached for your review.

Pursuant to the governing ordinances and resolutions, the Board of Directors is requested to make a decision regarding the rate of compensation received by board members for attending District related meetings and functions. Based on the reimbursement and compensation policy, the Board has two alternatives to address the rate of compensation.

Alternative 1 – No Director Fee Increase. Attached is Resolution No. 2018-xx which, if adopted by the Board of Directors, would maintain the rate of compensation paid to board members at the current rate of \$147.56 per day for each day's attendance at meetings as defined in Section 1(d) of Ordinance No. 53-2007. This daily rate is not to exceed ten days per month.

Alternative 2 – Automatic Director Fee Increase. By not taking action (procedurally this is accomplished by no motion for action being made at the board meeting, or by Resolution No. 2018-xx failing to be approved), then provision in Section 2 of Ordinance No. 53-2007 will apply which states, "...each calendar year following the adoption of this Ordinance, the compensation which may be received by members of the Board of Directors shall automatically be increased by 5% per calendar year beginning in January 2008, unless the Board of Directors by resolution elects not to receive an increase. Action by the Board of Directors to make such an election not to receive an increase in any one year will not affect the automatic increase the following calendar year". Therefore, by taking no action, compensation paid to board members will be increased from \$147.56 to \$154.94 per day for each day's attendance at meetings as defined in Section 1(d) of Ordinance No. 53-2007.

Financial Implications

On average, a board member typically seeks reimbursement for four to five meeting-days per month out of the maximum of ten permitted meeting days per month.

Based on attending five meetings per month, the cost per board member at the current rate of \$147.56 per meeting-day is \$737.80 per board member per month, or \$8,853.60 per board member per year. The maximum annual meeting reimbursement amount at ten meeting-days per month would be \$17,707.20 per board member, per year.

If the automatic increase takes effect, the current rate of \$147.56 would be increased to \$154.94 per day for each day's attendance at meetings. Based on attending five meetings per month, the cost per board member at a rate of \$154.94 per meeting-day is \$774.70 per board member per month, or \$9,296.40 per board member per year. The maximum annual meeting reimbursement amount at ten meeting-days per month would be \$18,592.80 per board member, per year.

ORDINANCE NO. 53-2007**AN ORDINANCE OF THE YUCAIPA VALLEY WATER DISTRICT
UPDATING THE REIMBURSEMENT POLICY AND COMPENSATION PAID
TO MEMBERS OF THE BOARD OF DIRECTORS PER ASSEMBLY BILL 1234**

WHEREAS, Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the County Water District Law of this State (Section 30000 et seq. of the Water Code); and

WHEREAS, by Resolution No. 3-1978 adopted on January 25, 1978, the Board of Directors authorized compensation to be paid to each Director of the Board of Directors for each day's attendance at meetings of the Board of Directors and for each day's service rendered as a Director at the request of the Board of Directors; and

WHEREAS, by minute action on June 23, 1982, consistent with Water Code, Section 30507, the Board of Directors increased that per day compensation to \$100.00 per day; and

WHEREAS, as authorized by Water Code, Sections 30507 and 71255 the District has previously authorized reimbursement to its Board members of their actual, necessary and reasonable expenses incurred in the performance of their official duties in attending Board meetings, committee meetings, workshops, educational special district workshops and related occurrences; and

WHEREAS, by Ordinance No. 51-2005 adopted on December 21, 2005, the Board of Directors increased the per day compensation for each of the Directors to \$105.00 per day and also updated the reimbursement and compensation policy consistent with AB 1234 enacted effective January 1, 2006; and

WHEREAS, the Board of Directors desires to increase the per day compensation by 5% to \$110.25 and to provide for automatic annual compensation increases of no more than 5% per year beginning in January of each year following the adoption of this Ordinance.

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

Section 1. Definitions:

(a) "Day's attendance" shall mean attendance at any Meeting as defined in Section 1(d) below.

(b) "Day's service" shall mean service rendered by a Director without regard to the length of time of such service.

(c) "Expenses" shall mean those actual and necessary out-of-pocket expenses incurred by a Director incident to or arising from a day's attendance at meetings or a day's service rendered.

(d) "Meeting" shall mean a meeting of the Board of Directors, including Board workshops and Board-created Committee meetings, advisory body or a conference or

organized educational activity all of which are authorized "meetings" under Government Code, Section 53232.1(a), and any other meeting or occurrence authorized by a written resolution adopted by the Board of Directors in a public meeting.

Section 2. Compensation and Annual Increases: Each Director shall receive compensation in the amount of \$110.25 per day for each day's attendance at Meetings as defined in Section 1(d) above not to exceed a total of ten (10) days in any calendar month, together with any expenses authorized by a resolution establishing the policy for the reimbursement of such actual and necessary expenses incurred in the performance of the official duties of the Board of Directors. Each calendar year following the adoption of this Ordinance, the compensation which may be received by members of the Board of Directors shall automatically be increased by 5% per calendar year beginning in January 2008, unless the Board of Directors by resolution elects not to receive such an increase. Action by the Board of Directors to make such an election not to receive an increase in any one year will not affect the automatic increase the following calendar year.


Section 3. Effective Date: In accordance with Section 20204 of the Water Code, this Ordinance shall become effective sixty (60) days from the date of its passage. This Ordinance hereby supersedes Ordinance No. 51-2005.

Adopted and enacted this 21st day of March, 2007.

YUCAIPA VALLEY WATER DISTRICT

By 
THOMAS SHALOUB, President of the
Board of Directors

ATTESTED:


Secretary of the Board

RESOLUTION NO. 2018-xx**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT
ELECTING NOT TO INCREASE THE COMPENSATION
FOR THE BOARD OF DIRECTORS IN CALENDAR YEAR 2017**

WHEREAS, on March 21, 2007, the Board of Directors adopted Ordinance No. 53, 2007 which updated the reimbursement policy and compensation paid to members of the Board of Directors pursuant to Assembly Bill No. 1234; and

WHEREAS, each member of the Board of Directors is currently compensated at a rate of \$147.56 per day for each day's attendance at meetings as defined in Section 1(d) of Ordinance No. 53-2007.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED, that the Board of Directors of the Yucaipa Valley Water District does hereby determine that the rate of compensation shall remain at \$147.56 per day for each day's attendance at meetings for calendar year 2018.

PASSED, APPROVED and ADOPTED this 16th day of January 2018.

YUCAIPA VALLEY WATER DISTRICT

ATTEST:

Jay Bogh, President Board of Directors

Joseph B. Zoba, General Manager



Date: January 16, 2018

Prepared By: Joseph B. Zoba, General Manager

Subject: Discussion Regarding Resolution No. 2018-05 Readopting Guidelines for Members of the Board of Directors

Recommendation: That the Board adopts Resolution No. 2018-05.

Each year, the Board of Directors review the attached Guidelines for Members of the Board of Directors. If there are no changes, the District staff recommends adopting a new resolution to share with the public an important document that summarizes the fundamental processes used by the District to make decisions as a team.

RESOLUTION NO 2018-05

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT READOPTING GUIDELINES FOR MEMBERS OF THE BOARD OF DIRECTORS

WHEREAS, the Yucaipa Valley Water District ("District") desires to ensure its customers, residents, employees, and those who conduct business with the District, that the District emphasizes values in public service, leadership, and decision-making by adopting these Guidelines; and

WHEREAS, in order to document the District's Board of Director's commitment to ethical behavior in performance of the District's business, the Board desires to adopt these Guidelines.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the following Guidelines are hereby adopted:

Section 1. Purpose

The purpose of the Guidelines is to: (a) provide guidance for dealing with ethical issues; (b) heighten awareness of ethics and values as critical elements in a Director's conduct; and (c) improve ethical decision-making.

Members of the Board of Directors ("Directors") are subject to the provisions of these Guidelines in addition to other District policies, state laws and regulations. Such laws govern, but are not limited to: disclosure of personal economic interests, receipt of loans, gifts, travel payments and honoraria, campaign contributions, conflicts of interest, dual office-holding and incompatible offices, and criminal and civil misconduct in office. If a Director has a question regarding interpretation or compliance with these Guidelines, or state laws and regulations, the Director shall refer the matter to the General Manager who shall provide the Director with information or may refer the matter to Legal Counsel for further guidance.

While the laws are expansive, the core ethical requirements can be summarized as follows:

- (a) Public office cannot be used for personal financial gain.
- (b) Holding public office does not entitle anyone to personal advantage or benefits.
- (c) The public's business must be conducted openly.
- (d) Fair processes and merit-based decision-making create an environment of good governance and service to the public.

Section 2. Key Principles

- (a) Integrity – A Director must not place himself or herself under any financial or other obligation to any individual or organization that might reasonably be thought to influence the Director's performance of his or her duties.
- (b) Leadership – A Director has a duty to promote and support the key principles by leadership and example and to maintain and strengthen the public's trust and confidence in the integrity of the District.

- (c) Selflessness – A Director has a duty to make decisions solely in the public interest. A Director must not act in order to gain financial or other benefits for himself or herself, his or her family, friends or business interests. This means making decisions because they benefit the District, not because they benefit the Director.
- (d) Objectivity – A Director must make decisions solely on merit and in accordance with the Director's statutory obligations when carrying out public business.
- (e) Accountability – A Director is accountable to the public for his or her decisions and actions.
- (f) Transparency – A Director has a duty to be as open and transparent as possible about his or her decisions and actions and give reasons for decisions.
- (g) Honesty – A Director has a duty to act honestly. A Director must declare any private interests relating to his or her public duties and take steps to resolve any conflicts arising in such a way that protects the public interest or recuse or disqualify himself or herself from taking any action which would constitute a conflict of interest.
- (h) Respect – A Director must treat others with respect at all times and observe the rights of other people. A Director must treat fellow Directors, officials, staff, customers, and the public, with courtesy and civility.

Section 3. Conduct of Directors

- (a) Ethics Training – Directors shall complete two (2) hours of state-mandated ethics training for local agency officials to meet the specific requirements of state law. State law also mandates two (2) hours of training within one (1) year of initially taking office.
- (b) Relationship Between Board Members – Directors shall strive to work collaboratively and assist each other in conducting the affairs of the District. Directors shall function as a part of a whole. Directors should bring all issues to the attention of the Board as a whole, rather than to select individual Directors.
- (c) Relationship with The Public and Other Public Agencies – Directors shall refer all complaints from customers, residents, and members of the public, to the General Manager. A Director shall not make representations or promises to any member of the public regarding the future action of the District or of the Board, unless such representation or promise has been duly authorized by the Board. When making public statements, a Director shall make it clear whether he or she is authorized to speak on behalf of the Board, or whether he or she is presenting their own views. When representing the Board, a Director's comments should reflect approved Board policies. In areas where no policy has yet been developed, the Director's comments shall make this fact clear.
- (d) Presentation and Appearance to The Public – In order to present a positive image to the public, customers and residents, Directors should strive to maintain a professional appearance while performing their duties as Directors.

(e) Relationship with General Manager and Staff

(i) The Board sets the policy of the District. The General Manager is responsible for implementing the policy as formulated by the Board. Directors shall not engage in actions which would constitute day-to-day management. The General Manager is the highest-ranking nonelected officer of the District. The General Manager is appointed by and serves at the pleasure of the Board and performs such duties as may be imposed by the Board. Therefore, the Board will provide policy direction and instructions to the General Manager on matters within the authority of the Board by majority vote of the Board during a duly convened Board meeting. Directors will deal with matters within the authority of the General Manager through the General Manager, and not through other District employees.

(ii) A Director will not make requests directly to other District staff to undertake analyses, perform other work assignments, or change the priority of work assignments. A Director's contact with District staff should be kept to a minimum and should be made only when direct personal contact is required. A Director, when approached by District personnel concerning specific District policy, shall direct inquiries to the General Manager.

(f) Proper Use and Safeguarding of Property and Resources – A Director will not ask a District employee to perform services for the personal benefit or profit of a Director. Each Director must protect and properly use any District asset within his or her control. Directors will safeguard District property, equipment, monies, and assets against unauthorized use or removal, as well as from loss due to criminal act or breach of trust. The District will not reimburse the traveling and incidental expenses incurred by or for the spouse of a Director who attends a conference, tour or event on official District business (See 75 Ops. Cal. Atty. Gen. 20).

(g) Use of Confidential Information – Under the Brown Act, all meetings of the Board are open to the public except as prescribed by law. The Brown Act sets forth provisions that require public officials to maintain the confidentiality of certain information disclosed or discussed in a duly convened closed session. A Director is not authorized, without the approval of the Board, to disclose information that qualifies as confidential information under the applicable provisions of law to a person not authorized to receive it, that: (i) has been received for, or during, a closed session meeting of the Board; (ii) is protected from disclosure under the attorney-client or other evidentiary privilege; or (iii) is not required to be disclosed under the California Public Records Act. A Director shall not waive the attorney-client privilege of the District by disclosing the legal opinions or advice of Legal Counsel to a third party.

(h) Information Requests – A Director shall request all publicly available documents through the General Manager. All requested public documents shall be provided to the Director making the request within a reasonable period of time. All other Directors will be notified of the requests and said documents shall be made available to them upon request. A Director shall not request copies of documents

for the use of any member of the public in order to avoid the payment of copy fees outlined in the Public Records Act.

Section 4. Previously adopted versions of the *Guidelines for Members of the Board of Directors* are hereby repealed and superseded by this resolution.

PASSED, APPROVED and ADOPTED this 16th day of January 2018.

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



Date: January 16, 2018

Prepared By: Joseph B. Zoba, General Manager

Subject: Discussion Regarding the Review of Statement of Facts Required by Government Code Section 53051

Recommendation: That by minute order, the Board directs the General Manager to file the Statement of Facts - Roster of Public Agencies Filing

Government Code Section 53051 requires public agencies to regularly update a Statement of Facts with the California Secretary of State and the county clerks.

The District staff will submit an updated Statement of Facts every January to ensure the document on file is complete and accurate.

California Government Code Section 53050-53051

53050. The term "public agency," as used in this article, means a district, public authority, public agency, and any other political subdivision or public corporation in the state, but does not include the state or a county, city and county, or city.

53051. (a) Within seventy (70) days after the date of commencement of its legal existence, the governing body of each public agency shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the county clerk of each county in which the public agency maintains an office, a statement of the following facts:

1. The full, legal name of the public agency.
2. The official mailing address of the governing body of the public agency.
3. The name and residence or business address of each member of the governing body of the public agency.
4. The name, title, and residence or business address of the chairman, president, or other presiding officer, and clerk or secretary of the governing body of such public agency.

(b) Within 10 days after any change in the facts required to be stated pursuant to subdivision (a), an amended statement containing the information required by subdivision (a) shall be filed as provided therein. The information submitted to the Secretary of State shall be on a form prescribed by the Secretary of State.

(c) It shall be the duty of the Secretary of State and of the county clerk of each county to establish and maintain an indexed "Roster of Public Agencies," to be so designated, which shall contain all information filed as required in subdivisions (a) and (b), which roster is hereby declared to be a public record.



State of California Secretary of State

STATEMENT OF FACTS ROSTER OF PUBLIC AGENCIES FILING (Government Code section 53051)

Instructions:

1. Complete and mail to: Secretary of State,
P.O. Box 942870, Sacramento, CA 94277-2870 (916) 653-3984
2. A street address must be given as the official mailing address or as
the address of the presiding officer.
3. Complete addresses as required.
4. If you need additional space, attach information on an 8½" X 11" page, one sided and legible.

New Filing ☐

Update ☒

(Office Use Only)

Legal name of Public Agency: Yucaipa Valley Water District

Nature of Update: Annual review and update of the Statement of Facts

County: Riverside County and San Bernardino County

Official Mailing Address: Post Office Box 730, Yucaipa, California 92399

Name and Address of each member of the governing board:

Chairman, President or other Presiding Officer (Indicate Title): President

Name: Jay Bogh

Address: Post Office Box 730, Yucaipa, California 92399

Secretary or Clerk (Indicate Title): Secretary and General Manager

Name: Joseph B. Zoba

Address: Post Office Box 730, Yucaipa, California 92399

Members:

Name: Jay Bogh, President

Address: Post Office Box 730, Yucaipa, California 92399

Name: Bruce Granlund, Vice President

Address: Post Office Box 730, Yucaipa, California 92399

Name: Lonni Granlund, Director

Address: Post Office Box 730, Yucaipa, California 92399

Name: Chris Mann, Director

Address: Post Office Box 730, Yucaipa, California 92399

Name: Tom Shalhoub, Director

Address: Post Office Box 730, Yucaipa, California 92399

RETURN ACKNOWLEDGMENT TO: (Type or Print)

January 16, 2018

Date

NAME

Joseph B. Zoba, Secretary and G.M.

ADDRESS

Post Office Box 730

Signature

CITY/STATE/ZIP

Yucaipa, California 92399

Joseph B. Zoba, Secretary and G.M.

Typed Name and Title



Date: January 16, 2018

Prepared By: Joseph B. Zoba, General Manager

Subject: Catalog of Functional Computer Enterprise Systems Used by the Yucaipa Valley Water District

Recommendation: That the Board reviews and authorizes the publication of functional computer enterprise systems pursuant to Government Code Section 6270.5.

The general philosophy behind open data is that datasets maintained by the government agencies are public records and should be, by default, machine-readable and downloadable from public websites. Open data allows for greater transparency, accountability, civic engagement, and innovation by expanding public access to government data.

Effective on January 1, 2016, Senate Bill No. 272 (Government Code Section 6270.5.) requires local government agencies to publish a list of all the information systems ("enterprise systems") they maintain. These catalogs of data include basic details for each database, including a description of the purpose for the system, how the data is collected and updated, and the vendor providing the software or hosting for system. This bill does not require local agencies to publish the dataset themselves online, however, these inventories serve as a menu from which the public can request data through a California Public Records Act request.

The following software products are required by to be shared with the public.



State of California**GOVERNMENT CODE****Section 6270.5**

6270.5. (a) In implementing this chapter, each local agency, except a local educational agency, shall create a catalog of enterprise systems. The catalog shall be made publicly available upon request in the office of the person or officer designated by the agency's legislative body. The catalog shall be posted in a prominent location on the local agency's Internet Web site, if the agency has an Internet Web site. The catalog shall disclose a list of the enterprise systems utilized by the agency and, for each system, shall also disclose all of the following:

- (1) Current system vendor.
- (2) Current system product.
- (3) A brief statement of the system's purpose.
- (4) A general description of categories or types of data.
- (5) The department that serves as the system's primary custodian.
- (6) How frequently system data is collected.
- (7) How frequently system data is updated.

(b) This section shall not be interpreted to limit a person's right to inspect public records pursuant to this chapter.

(c) For purposes of this section:

(1) "Enterprise system" means a software application or computer system that collects, stores, exchanges, and analyzes information that the agency uses that is both of the following:

(A) A multidepartmental system or a system that contains information collected about the public.

(B) A system of record.

(2) "System of record" means a system that serves as an original source of data within an agency.

(3) An enterprise system shall not include any of the following:

(A) Information technology security systems, including firewalls and other cybersecurity systems.

(B) Physical access control systems, employee identification management systems, video monitoring, and other physical control systems.

(C) Infrastructure and mechanical control systems, including those that control or manage street lights, electrical, natural gas, or water or sewer functions.

(D) Systems related to 911 dispatch and operation or emergency services.

(E) Systems that would be restricted from disclosure pursuant to Section 6254.19.

(F) The specific records that the information technology system collects, stores, exchanges, or analyzes.

(d) Nothing in this section shall be construed to permit public access to records held by an agency to which access is otherwise restricted by statute or to alter the process for requesting public records, as set forth in this chapter.

(e) If, on the facts of the particular case, the public interest served by not disclosing the information described in paragraph (1) or (2) of subdivision (a) clearly outweighs the public interest served by disclosure of the record, the local agency may instead provide a system name, brief title, or identifier of the system.

(f) The local agency shall complete and post the catalog required by this section by July 1, 2016, and thereafter shall update the catalog annually.

(Added by Stats. 2015, Ch. 795, Sec. 2. (SB 272) Effective January 1, 2016.)



Date: January 16, 2018

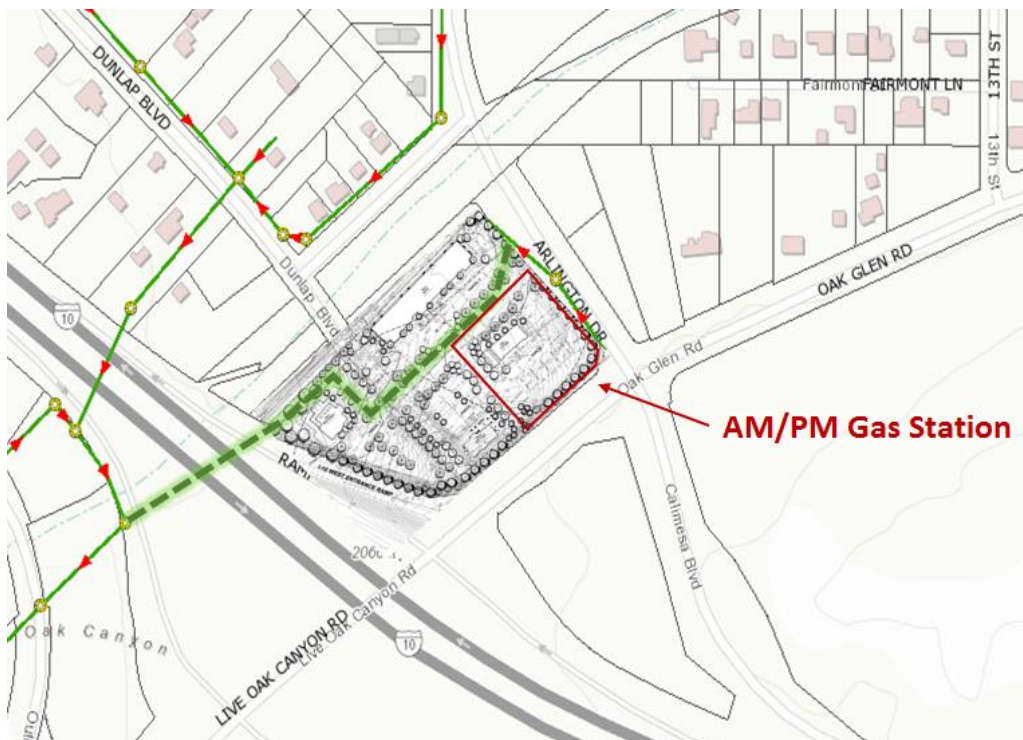
Prepared By: Joseph B. Zoba, General Manager

Subject: Agreement to Provide Sewer Service to the Yucaipa Gateway Plaza Commercial Project - AM/PM Gas Station on Parcel 1

Recommendation: That the Board approves Development Agreement No. 2018-01.

The Yucaipa Valley Water District has been working closely with the City of Yucaipa and ACAA Limited Partnership on the first phase of the Yucaipa Gateway Project that involves the construction of an AM/PM gas station.

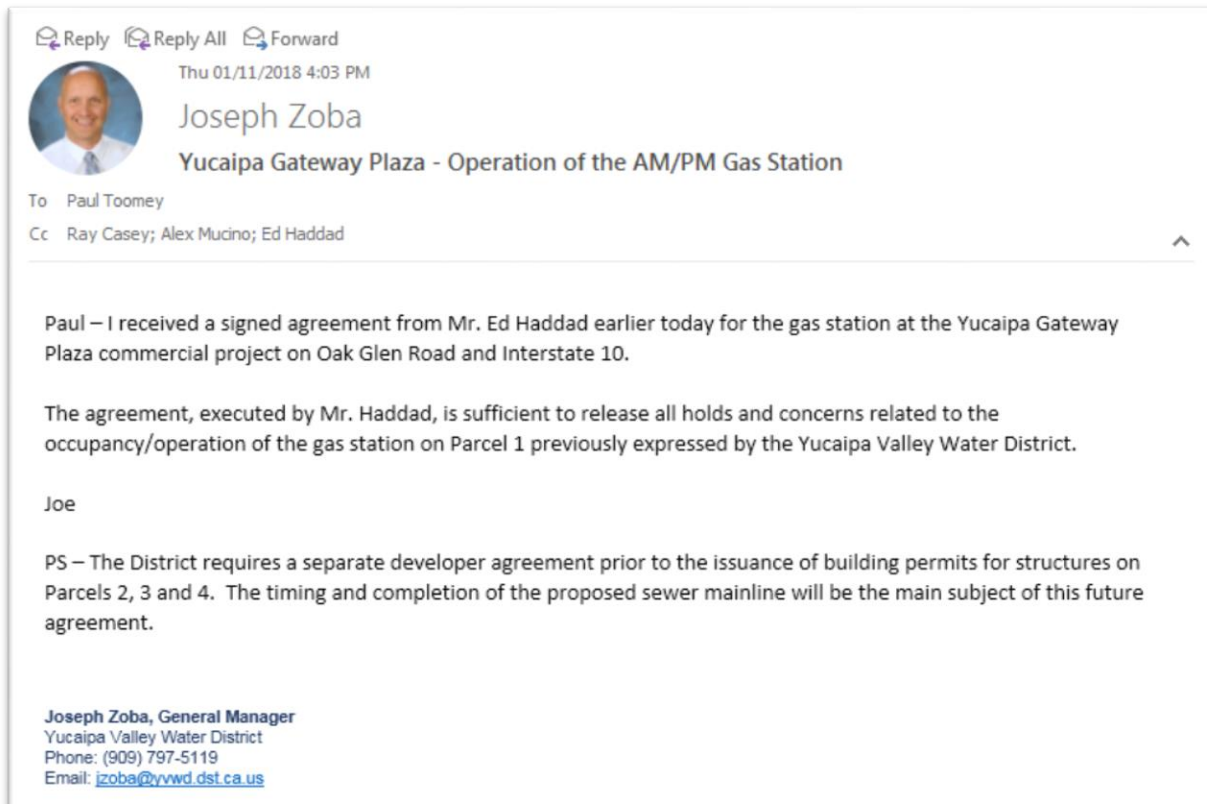
Knowing that sewer infrastructure does not exist to the property, the developer decided to install a sewage holding tank for the gas station and will pump/haul the sewage until the permanent sewer facility is completed.



The ultimate solution for the remaining development of the Yucaipa Gateway Plaza will be the construction of a new sewer mainline across Interstate 10 to connect to an existing sewer mainline in 14th Street. The details about the construction of this mainline will be the subject of a future development agreement with the property owner.

The attached Development Agreement No. 2018-01 provides conditions to allow the AM/PM gas station to proceed. Prior to the issuance of building permits for the remaining buildings, a separate development agreement will be required with the District.

On January 11, 2018, the District received the signed agreement from the property owner which was sufficient to resolve the concerns previously expressed by the District staff about the occupancy/operation of the gas station.



Yucaipa Valley Water District
Development Agreement No. 2018-01
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AGREEMENT TO PROVIDE SEWER SERVICE TO THE YUCAIPA GATEWAY PLAZA COMMERCIAL PROJECT

This Agreement is made and effective this 16th day of January 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and ACAA Limited Partnership, a California Limited Partnership, ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-280	#____ - _____

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District

Yucaipa Valley Water District
12770 Second Street
Post Office Box 730
Yucaipa, California 92399
Attention: Joseph Zoba, General Manager
Telephone: (909) 797-5119 x2
Email: jzoba@yvwd.us

Developer

ACAA Limited Partnership
422 Weir Road, Front Office

San Bernardino, California 92408
Attention: Ed Haddad, Member
Telephone: (909) 809-9658
Email: crossroadpetroleum@gmail.com

The Developer has represented to the District that they are the owner of the following parcel(s) which is/are the subject of this Agreement and described herein as the "Property":

Assessor Parcel Numbers	County
0301-172-11 and 12	San Bernardino
0301-083-18, 19, 20 and 21	San Bernardino

RECITALS

WHEREAS, the Developer desires to develop its Property situated within the service area of the District as shown on Exhibit A attached hereto and consists of approximately 6.9 acres; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit B attached hereto; and

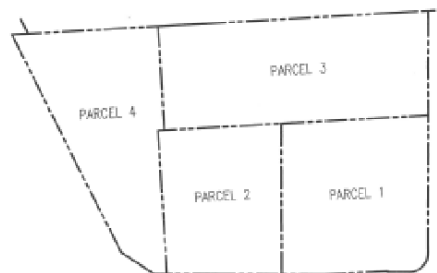
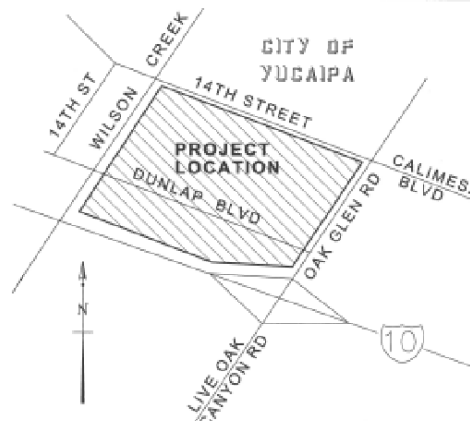
WHEREAS, the Developer desires to obtain service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit C attached hereto; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide service to the Project.

AGREEMENT

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

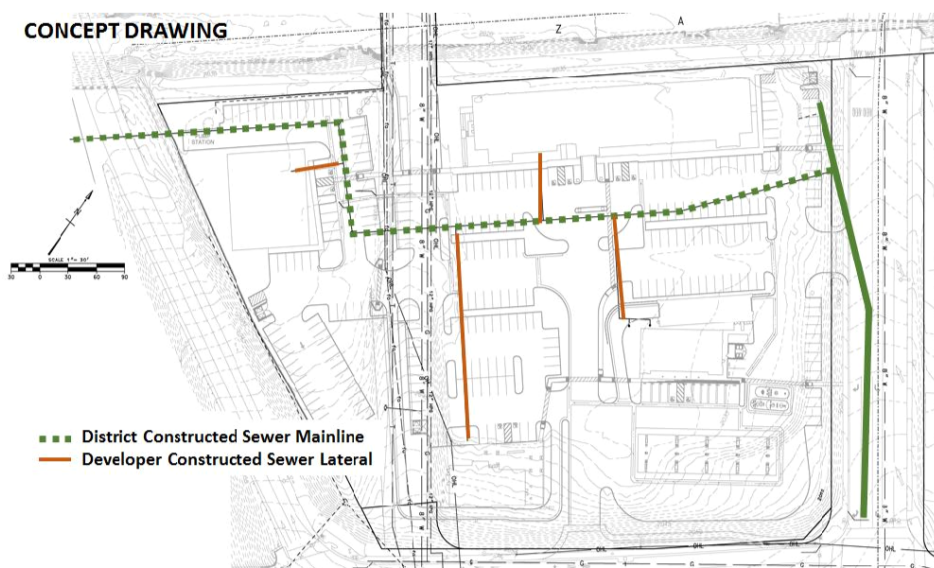
- A. Project Overview.** The Proposed development, the Yucaipa Gateway Plaza, consists of four parcels to be developed as a commercial center with the following businesses: a gas station (Parcel 1); a fast food restaurant (Parcel 2); a ninety-eight (98) room hotel (Parcel 3), and a restaurant (Parcel 4), collectively referred to as the "Parcels". This Project is located on the northwest corner of Interstate 10 Freeway and Oak Glen Road, Yucaipa, California, on a portion of lots 61, 62, 66, 73 & 74 of Tract 2187 as Assessor Parcel Numbers 0301-182-11 & 12 and 0301-083-18, 19, 20 & 21.

PARCEL KEY MAP**VICINITY MAP**

- B. Limitations and Restrictions.** This Development Agreement No. 2018-01 pertains only to the proposed gas station on Parcel 1. Additional sewer infrastructure is required prior to the issuance of building permits for Parcel 2, Parcel 3, and Parcel 4.
- C. Special Conditions.** The following conditions, being contained herein, will be required by the District to receive sewer service for the Project.

1. Project Specific Drinking Water Conditions: The Project will be served drinking water from Western Heights Mutual Water Company. The Developer will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Parcel/Project.
2. Project Specific Recycled Water Conditions: The Project will not be served recycled water. The Developer will provide onsite water plans, specifications, and construction drawings to Yucaipa Valley Water District in anticipation that recycled water may be provided to the Property in the future.
3. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibilities and authority for stormwater issues related to the Project. The Developer will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of onsite stormwater collection facilities and retention basins. In some cases, special construction will be required to protect District Facilities from interference with the infrastructure and/or operations of the stormwater facilities.

4. Project Specific Sewer Conditions. The Developer shall design and construct onsite sewer infrastructure and related appurtenances pursuant to the District approved plans and construction drawings to serve the Parcels within the Project.
- a. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed and accepted by the District.
 - i. In the interim, Parcel 1 (gas station) has a Developer installed sewage holding tank which shall be pumped, and the sewage properly disposed of into a non-District Facility by the Developer. Arrangements for this service are to be the sole responsibility of the Developer. A copy of each sewage hauling manifest (showing the date, quantity and disposal location) provided to the District within 14 calendar days of the hauling date.
 - b. The Parties are in the process of planning and designing onsite and offsite sewer infrastructure to provide sewer service to the Project. This initial concept for receiving sewer service is for the District to construct a sewer mainline connecting the existing sewer south of Interstate 10 to a sewer mainline in 14th Street. Under this proposal, the District will construct the sewer mainline after completing construction drawings, finishing an environmental review, obtaining off-site property dedications, securing easements on the Property, receiving permits from Caltrans, and completion of other related activities. The sewer laterals to each Parcel will be the sole responsibility of the Developer.



- c. Developer shall pay all rates, fees, and charges in effect at the time the sewer service is available to Parcel 1 and/or the remaining Parcels on the Property. Within 60 days following the completion of the onsite sewer

mainline, the Developer shall pay all fees and charges and then connect the structures on the Property to the new sewer Facilities.

- d. The Developer shall not obtain building permits for Parcel 2, Parcel 3, and Parcel 4 from the City of Yucaipa prior to the execution of a Development Agreement with the District that specifically addresses the sewer related issues for Parcel 2, Parcel 3, and Parcel 4.
5. Rates, Fees and Charges. The most current rates, fees and charges shall be payable pursuant to the Resolution/Ordinance in effect at the time connection to the sewer system is completed and service is provided.
6. Project Related Invoices. The Developer agrees to deposit funds with the District, as required herein, 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 for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance in the Project Cash Account.
7. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities shall be conveyed by the Developer to the District, and the District shall operate and maintain the Facilities and shall provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
8. Easements, Dedications, and Recorded Documentation: Easements, dedications and recorded documentation will be provided by the Developer to the District in a timely manner as required to complete the Facilities.
9. Annexation. This project is located within the service area of the District, so an annexation is not required.
10. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
11. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, 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 and/or Project, the Parties shall meet and confer and negotiate in good faith, and execute a written amendment or supplement to this Agreement.
12. Assignment. This Agreement shall not be assigned, whether in whole or in part.
13. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before

Yucaipa Valley Water District
Development Agreement No. 2018-01
Page 5 of 16

the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:

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

IN 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: _____ Ed Haddad

Print Title: _____ Member

Yucaipa Valley Water District
Development Agreement No. 2018-01
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Exhibit A - Project Location and District Boundary

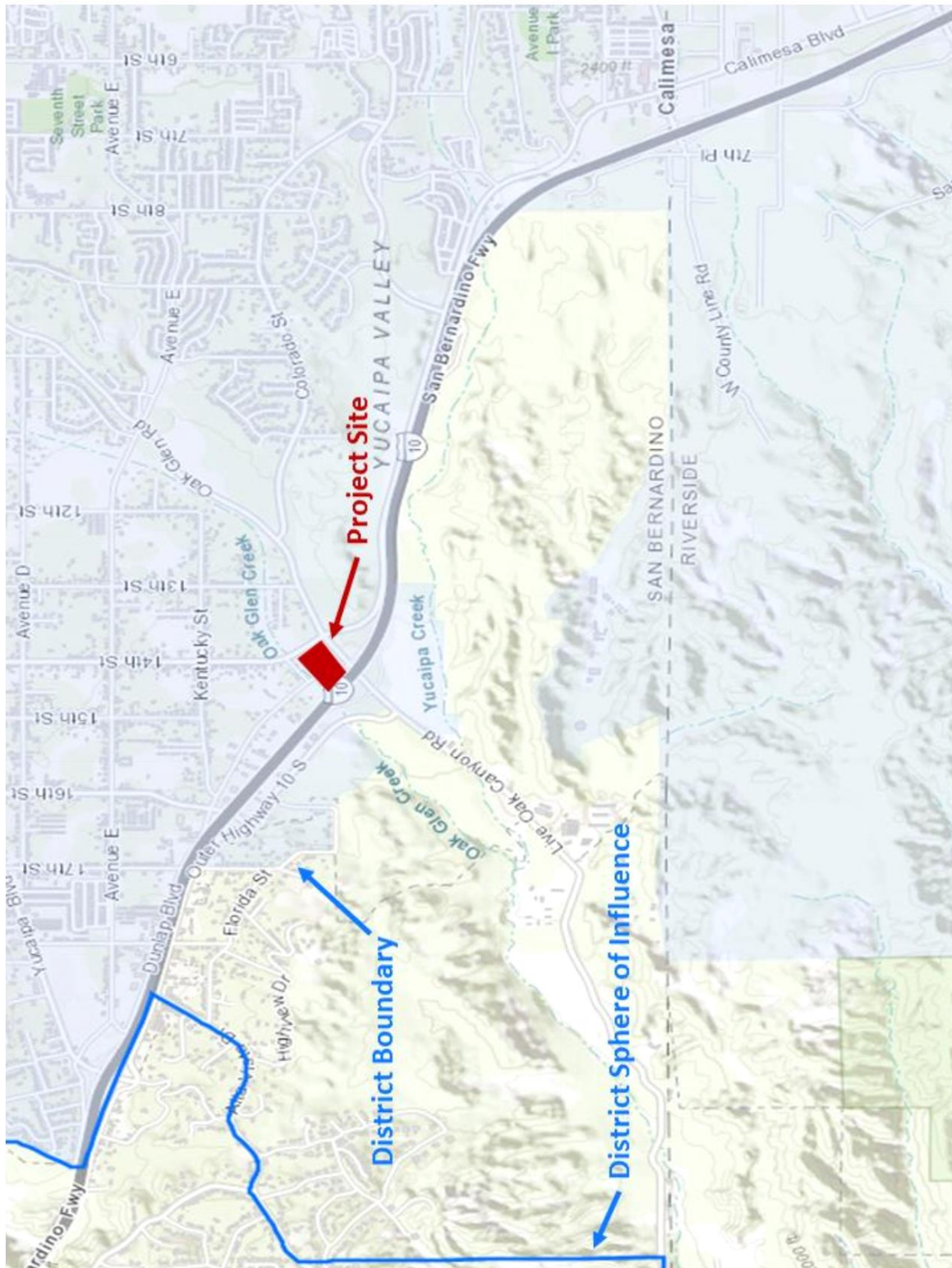


Exhibit B - Proposed Development Concept

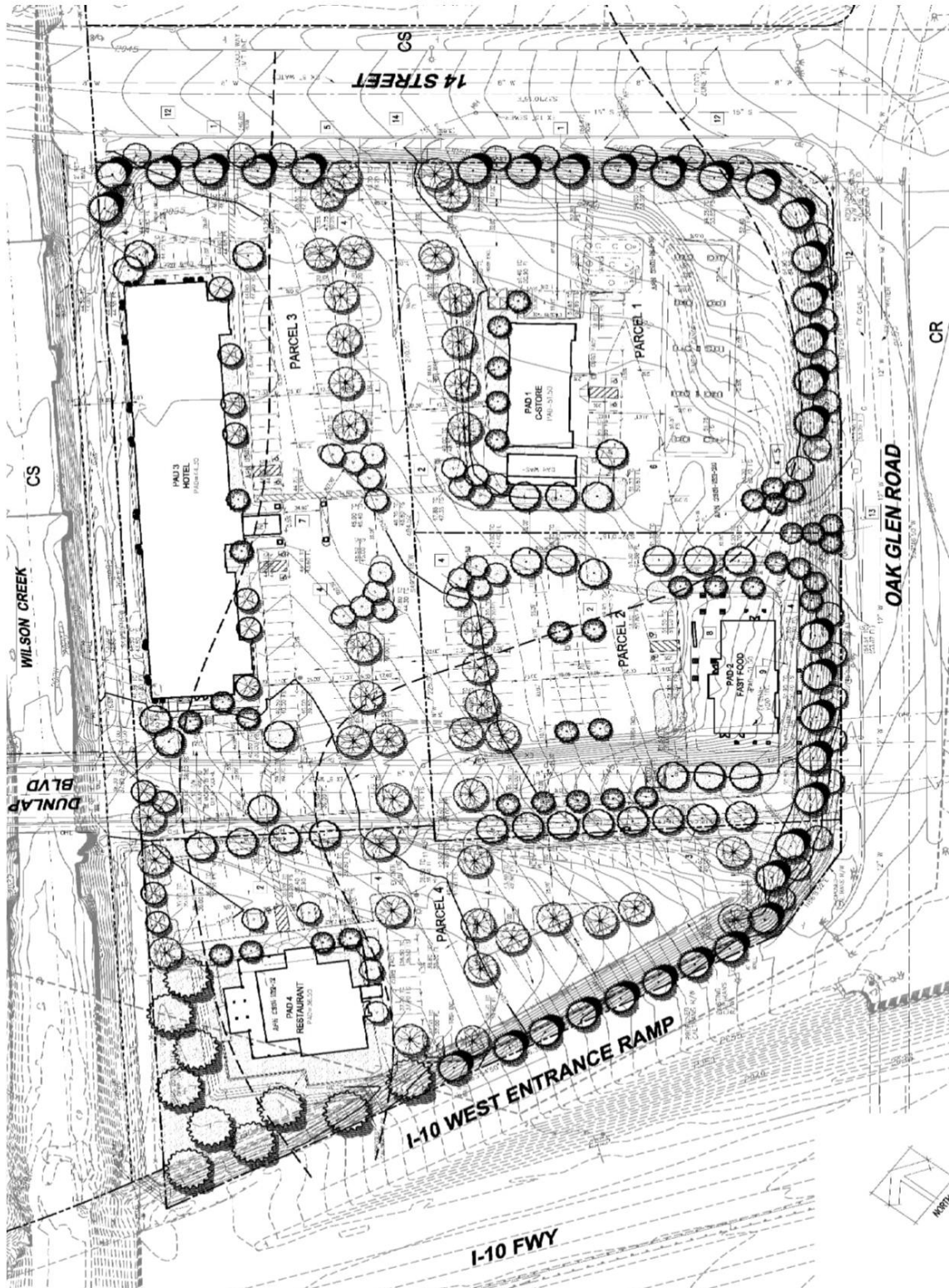


Exhibit C - General Construction Conditions

DESIGN AND CONSTRUCTION

- A. 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 rights-of-way, 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.
- B. Plan Acceptance; Facility Acceptance. Upon its final review and approval of the plans and specifications ("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 will be required by the District to conform to revised construction standards and policies as part of the Plan Acceptance. The Developer shall update and resubmit the Plans for final approval by the District.
1. The Developer shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance or completed modifications required by annual updates. 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.
 2. The Developer shall not deviate from any Approved Plans and/or specifications without the District's prior written approval.
- C. Facility Inspection. 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.
1. 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.
 2. 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.

- D. Project Coordination and Designation of Developer's Representative. 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 Facilities required for the Project.
1. 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.
 2. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District. 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.
 3. 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.
- E. 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.
- F. 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.
- G. 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 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.
- H. 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.

- I. 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 (drinking water Facilities), for all Facilities prior to acceptance by the District.
- J. Bond Requirements. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
 1. 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.
 2. Labor and Materials Payment Bond. 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.
 3. Miscellaneous Bond Requirements. 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.
- K. Title to Facilities and Right-of-Way. 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.

- L. 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.
- M. 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.

FEES AND CREDITS

- N. Developer 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 Project.
- O. Developer Cash Account Deposit. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred.
1. The Developer shall provide the initial deposit to the District, and maintain the minimum balance in the Cash Account for the Project as provided below:
 - a. An initial deposit of \$2,500 and a minimum balance of \$1,000 for a Project that involves the construction of 1 to 2 proposed structures;
 - b. An initial deposit of \$5,000 and a minimum balance of \$2,000 for a Project that involves the construction of 3 to 5 proposed structures;
 - c. An initial deposit of \$10,000 and a minimum balance of \$3,000 for a Project that involves the construction of 6 to 20 proposed structures;
 - d. An initial deposit of \$25,000 and a minimum balance of \$5,000 for all other Projects.

2. The initial deposit shall be received by the District within 10 business days following the District's approval of this Agreement.
 3. The District shall provide a monthly accounting of how funds were disbursed.
 4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
 5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
 6. Should any unexpended funds remain in the Cash Account upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 60 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. 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.
- Q. Sustainability Water. The Developer shall pay for the purchase of a quantity of imported water pursuant to the Sustainability Policy adopted by the Board of Directors as a Resolution No. 11-2008 on August 20, 2008, or the latest version with a revised quantity or fee structure. The imported water rate shall be the rate in effect at the time water is secured from the San Bernardino Valley Municipal Water District. Imported water for compliance with the Yucaipa Valley Water District's Sustainability Policy may be pre-paid to lock in the Development Sustainability fee or purchased prior to the issuance of building permits and pay the fee in effect at that time.
- R. San Gorgonio Pass Water Agency Facility Capacity Charges. If the Project is within the service area of the San Gorgonio Pass Water Agency, the Developer will be required to pay the latest San Gorgonio Pass Water Agency Facility Capacity Charge as set forth by District resolution.
- S. 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/or sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

PERMITS AND DOCUMENTATION

- T. 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.

1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.
- U. Documents Furnished by the Developer. The Developer shall furnish to the District 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 two copies.

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Grant of Easements and Rights-of-Way	Prior to Construction
Labor and Materials Bond	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Soil Compaction Tests	Prior to Acceptance
Warranty Bond	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.

INSURANCE AND INDEMNIFICATION

- V. 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.

W. 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.

1. 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.
2. 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.
3. 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.
4. The Developer and the District further agree as follows:
 - a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.

MISCELLANEOUS PROVISIONS

- X. 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.
- Y. 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.
- Z. 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.

- AA. 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.
- BB. 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.
- CC. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- DD. Water Supply Availability. The District does not guarantee water supply availability and shall not be required to authorize the issuance of grading, building, or occupancy permits during the period of time that the State of California and/or the Board of Directors have declared a water supply reduction of 20% or greater for a specific portion or all of the District's service area.
- EE. 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.
- FF. Alternative Dispute Resolution. 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.

END OF SECTION



Date: January 16, 2018

Prepared By: Joseph B. Zoba, General Manager

Subject: Agreement to Provide Drinking Water Service to the Tract No. 14429 - McDougal Bros.

Recommendation: That the Board approves Development Agreement No. 2018-02 upon final review and verification/identification of APN 0302-221-01.

Over the past several years, the District staff has been working with representatives from McDougal Bros for the development of Tract No. 14429 located near Bryant Street and Highway 38.



While the drinking water infrastructure for the Project is essentially complete, the District staff is validating the ownership and county records of APN 0302-221-01. This parcel will need to be deeded to the District prior to occupancy of homes since this property will be used for the pressure reducing station necessary to provide drinking water to the Project.

Yucaipa Valley Water District
Development Agreement No. 2018-02
Page 1 of 24

AGREEMENT TO PROVIDE DRINKING WATER SERVICE TO TRACT NUMBER 14429 IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO

This Agreement is made and effective this 16th day of January 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and McDougal Bros., and Oregon Limited Partnership, ("Developer").

Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-34	# ____ - ____

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District

Yucaipa Valley Water District
12770 Second Street
Post Office Box 730
Yucaipa, California 92399
Attention: Joseph Zoba, General Manager
Telephone: (909) 797-5119 x2
Email: jzoba@yvwd.us

Developer

McDougal Bros.
83293 Dale Kuni Road
Post Office Box 518
Cresell, Oregon 97426
Attention: Philip L. Velie
Telephone: (541) 895-8788
Email: philvelie@aol.com

The Developer has represented to the District that they are the owner of the following parcel(s) which is/are the subject of this Agreement and described herein as the "Property":

Assessor Parcel Numbers	County
0302-191-26* , 0302-221-01* , 0302-441-01, 0302-441-02, 0302-441-03, 0302-441-04, 0302-441-05, 0302-441-06, 0302-441-07, 0302-441-08, 0302-441-09, 0302-441-10, 0302-441-11, 0302-441-12, 0302-441-21, 0302-441-22, 0302-441-23, 0302-441-24, 0302-441-25, 0302-441-26, 0302-441-27, 0302-451-01, 0302-451-02, 0302-451-03, 0302-451-04, 0302-451-05, 0302-451-06, 0302-451-07, 0302-451-08, 0302-451-09, 0302-451-10, 0302-451-11, 0302-451-12, 0302-451-13, 0302-451-14, 0302-451-15, 0302-451-16, 0302-461-01, 0302-461-02, 0302-461-03, 0302-461-04, 0302-461-05, 0302-461-06, 0302-461-07, 0302-461-08, 0302-461-09, 0302-461-10, 0302-461-11, 0302-461-12, 0302-461-13, and 0302-461-16.	San Bernardino
* Parcels to be deeded to Yucaipa Valley Water District.	

RECITALS

WHEREAS, the Developer desires to develop its Property situated within the service area of the District as shown on Exhibit A attached hereto with 52 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit B attached hereto; and

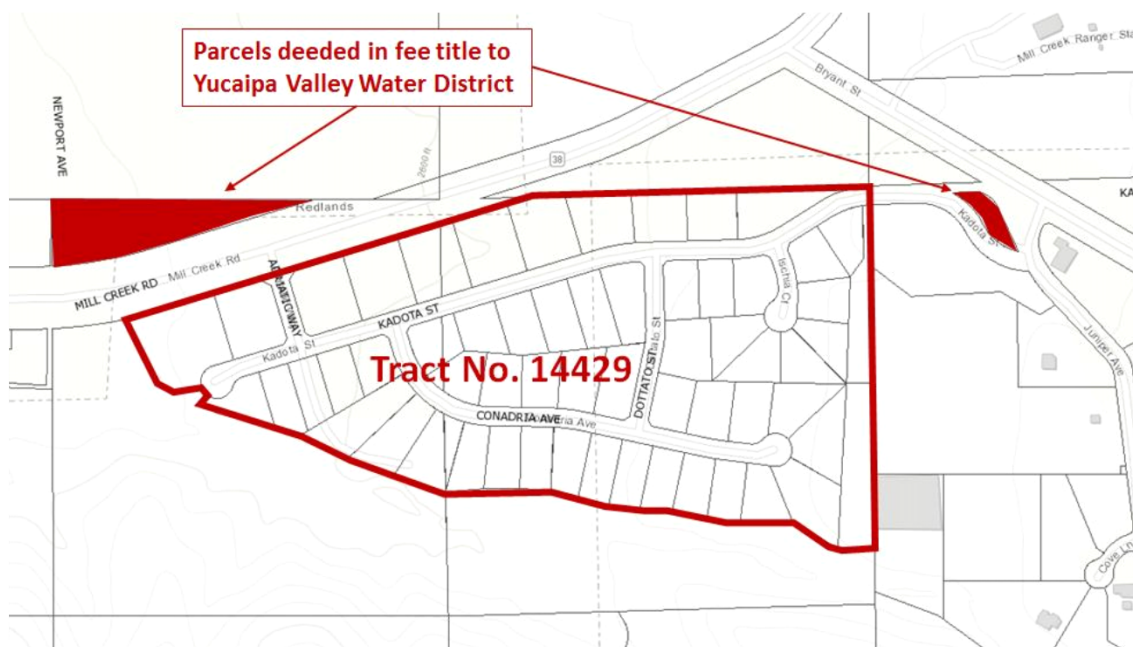
WHEREAS, the Developer desires to obtain drinking water service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit C attached hereto; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide service to the Project.

AGREEMENT

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

- A. Project Overview.** The Proposed development consists of 52 residential lots and two parcels dedicated in fee title to the Yucaipa Valley Water District.



- B. Special Conditions.** The following conditions, being contained herein, will be required by the District to receive sewer service for the Project.

1. Project Specific Drinking Water Conditions: The Project will be served drinking water from the Yucaipa Valley Water District.
 - a. This development is served by a sub-pressure zone of Pressure Zone 15. The Developer shall construct off-site and on-site Facilities to provide drinking water service to the Project as determined by the District.
 - b. A pressure reducing station shall be constructed at the sole cost of the Developer and dedicated to the District upon completion. The pressure reducing station shall be located on Assessor Parcel Number 0302-221-01 as further described in Exhibit D and herein.
 - i. The Developer shall record a *Notice of Mechanically Reduced Water Pressure* on each parcel as provided in Exhibit E. Proof of said recordation shall be provided to the District upon completion.
 - c. Since the drinking water infrastructure is mostly complete, the District will reduce the bonding requirements for this project to the warranty/maintenance bonds for a period of one year following the acceptance of all drinking water related Facilities.
2. Project Specific Recycled Water Conditions: The Project will not be served recycled water. Recycled water infrastructure constructed as part of earlier development agreements are the sole property and responsibility of the Yucaipa Valley Water District.
3. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibilities and authority for stormwater issues related to the Project. The Developer will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of onsite stormwater collection facilities and retention basins. In some cases, special construction will be required to protect District Facilities from interference with the infrastructure and/or operations of the stormwater facilities.
4. Project Specific Sewer Conditions. The Project will not be served with sewer service. In lieu of sewer service and as a sewer offset, the Developer shall dedicate Assessor Parcel Number 0302-191-26, and Assessor Parcel Number 0302-221-01 to the District. The District will pursue, and the Developer will support the transfer of Assessor Parcel Number 0302-221-01 (previously dedicated to the City of Yucaipa) to the Yucaipa Valley Water District as provided in Exhibit D. Sewer infrastructure constructed as part of earlier development agreements are the sole property and responsibility of the Yucaipa Valley Water District.
5. Rates, Fees and Charges. The most current rates, fees and charges shall be payable pursuant to the Resolution/Ordinance in effect at the time connection to the sewer system is completed and service is provided.
6. Project Related Invoices. The Developer agrees to deposit funds with the District, as required herein, 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 for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance in the Project Cash Account.

7. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities shall be conveyed by the Developer to the District, and the District shall operate and maintain the Facilities and shall provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
8. Easements, Dedications, and Recorded Documentation: Easements, dedications and recorded documentation will be provided by the Developer to the District in a timely manner as required by the District.
9. Annexation. This project is located within the service area of the District, so an annexation is not required.
10. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
11. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, 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 and/or Project, the Parties shall meet and confer and negotiate in good faith, and execute a written amendment or supplement to this Agreement.
12. Assignment. This Agreement shall not be assigned, whether in whole or in part.
13. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. 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
 - b. 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.

Yucaipa Valley Water District
Development Agreement No. 2018-02
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Yucaipa Valley Water District
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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

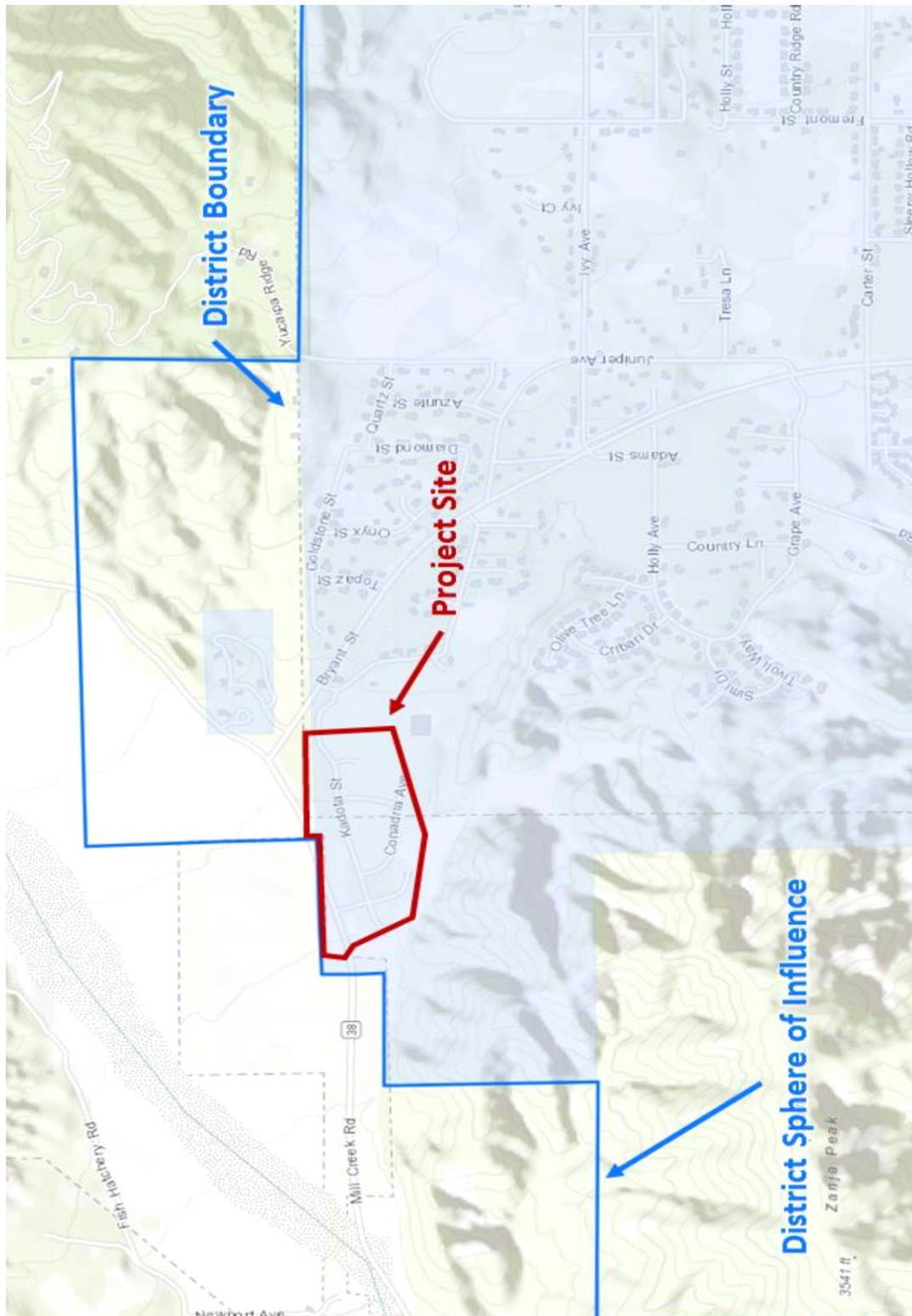
Dated: _____ By: _____

Print Name: _____

Print Title: _____

Yucaipa Valley Water District
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Exhibit A - Project Location and District Boundary



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Exhibit B - Proposed Development Concept

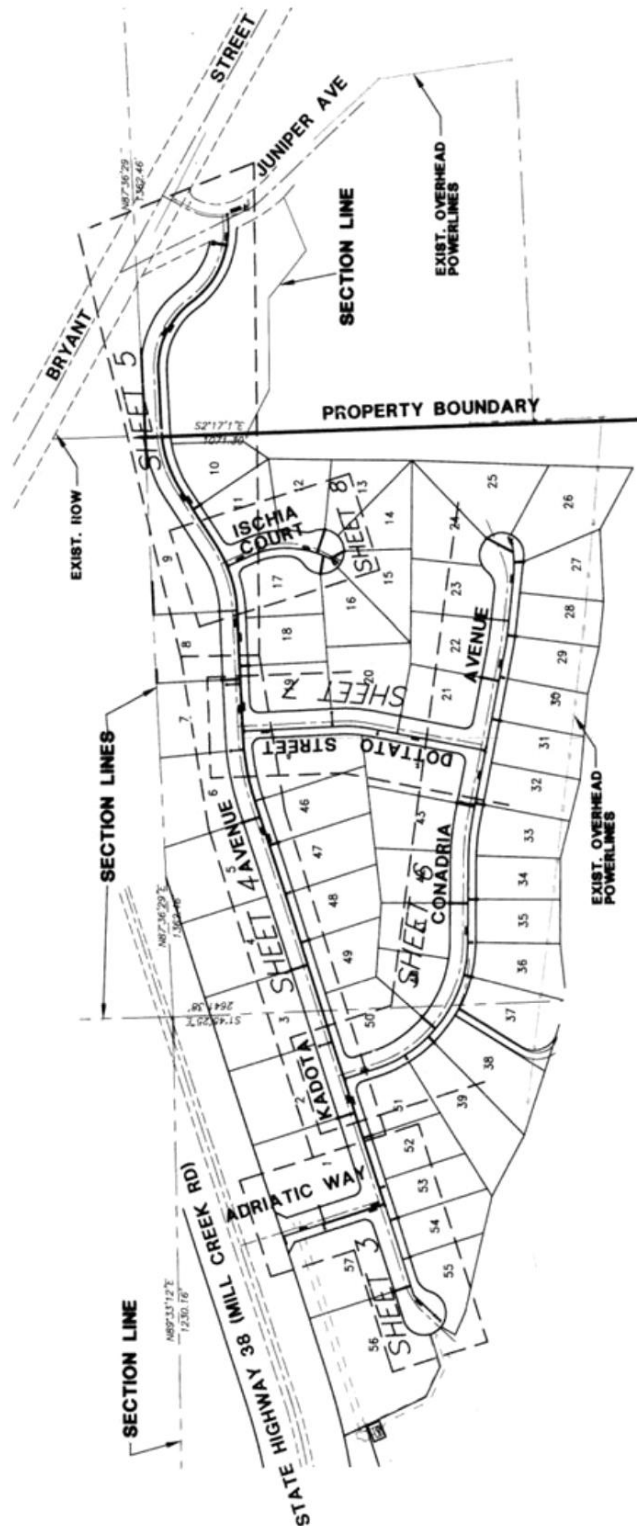


Exhibit C - General Construction Conditions

DESIGN AND CONSTRUCTION

- A. 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 rights-of-way, 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.
- B. Plan Acceptance; Facility Acceptance. Upon its final review and approval of the plans and specifications ("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 will be required by the District to conform to revised construction standards and policies as part of the Plan Acceptance. The Developer shall update and resubmit the Plans for final approval by the District.
1. The Developer shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance or completed modifications required by annual updates. 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.
 2. The Developer shall not deviate from any Approved Plans and/or specifications without the District's prior written approval.
- C. Facility Inspection. 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.
1. 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.
 2. 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.

- D. Project Coordination and Designation of Developer's Representative. 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 Facilities required for the Project.
1. 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.
 2. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District. 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.
 3. 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.
- E. 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.
- F. 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.
- G. 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 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.
- H. 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.

- I. 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 (drinking water Facilities), for all Facilities prior to acceptance by the District.
- J. Bond Requirements. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
 1. 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.
 2. Labor and Materials Payment Bond. 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.
 3. Miscellaneous Bond Requirements. 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.
- K. Title to Facilities and Right-of-Way. 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.

- L. 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.
- M. 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.

FEES AND CREDITS

- N. Developer 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 Project.
- O. Developer Cash Account Deposit. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred.
1. The Developer shall provide the initial deposit to the District, and maintain the minimum balance in the Cash Account for the Project as provided below:
 - a. An initial deposit of \$2,500 and a minimum balance of \$1,000 for a Project that involves the construction of 1 to 2 proposed structures;
 - b. An initial deposit of \$5,000 and a minimum balance of \$2,000 for a Project that involves the construction of 3 to 5 proposed structures;
 - c. An initial deposit of \$10,000 and a minimum balance of \$3,000 for a Project that involves the construction of 6 to 20 proposed structures;
 - d. An initial deposit of \$25,000 and a minimum balance of \$5,000 for all other Projects.

2. The initial deposit shall be received by the District within 10 business days following the District's approval of this Agreement.
 3. The District shall provide a monthly accounting of how funds were disbursed.
 4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
 5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
 6. Should any unexpended funds remain in the Cash Account upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 60 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. 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.
- Q. Sustainability Water. The Developer shall pay for the purchase of a quantity of imported water pursuant to the Sustainability Policy adopted by the Board of Directors as a Resolution No. 11-2008 on August 20, 2008, or the latest version with a revised quantity or fee structure. The imported water rate shall be the rate in effect at the time water is secured from the San Bernardino Valley Municipal Water District. Imported water for compliance with the Yucaipa Valley Water District's Sustainability Policy may be pre-paid to lock in the Development Sustainability fee or purchased prior to the issuance of building permits and pay the fee in effect at that time.
- R. San Gorgonio Pass Water Agency Facility Capacity Charges. If the Project is within the service area of the San Gorgonio Pass Water Agency, the Developer will be required to pay the latest San Gorgonio Pass Water Agency Facility Capacity Charge as set forth by District resolution.
- S. 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/or sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

PERMITS AND DOCUMENTATION

- T. 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.

1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.
- U. Documents Furnished by the Developer. The Developer shall furnish to the District 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 two copies.

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Grant of Easements and Rights-of-Way	Prior to Construction
Labor and Materials Bond	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Soil Compaction Tests	Prior to Acceptance
Warranty Bond	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.

INSURANCE AND INDEMNIFICATION

- V. 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.

W. 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.

1. 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.
2. 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.
3. 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.
4. The Developer and the District further agree as follows:
 - a. 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.

- b. 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.
- c. 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.
- d. 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.
- e. 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.

MISCELLANEOUS PROVISIONS

- X. 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.
- Y. 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.
- Z. 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.

- AA. 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.
- BB. 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.
- CC. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- DD. Water Supply Availability. The District does not guarantee water supply availability and shall not be required to authorize the issuance of grading, building, or occupancy permits during the period of time that the State of California and/or the Board of Directors have declared a water supply reduction of 20% or greater for a specific portion or all of the District's service area.
- EE. 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.
- FF. Alternative Dispute Resolution. 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.

END OF SECTION

Yucaipa Valley Water District
Development Agreement No. 2018-02
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Exhibit D - APN 302-221-01

Recorded in Official Records, County of San Bernardino

10/30/2008



LARRY WALKER
Auditor/Controller - Recorder

2:10 PM
NC

R Regular Mail

RECORDING REQUESTED BY:

YUCAIPA CITY CLERK
34272 YUCAIPA BLVD.
YUCAIPA, CA 92399

Doc#: 2008-0479738

Titles: 1 Pages: 5



Fees	0.00
Taxes	0.00
Other	0.00
PAID	00.00

AND WHEN RECORDED MAIL TO:

YUCAIPA CITY CLERK
34272 YUCAIPA BLVD.
YUCAIPA, CA. 92399

DOCUMENTARY TRANSFER TAX \$ NONE

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less liens & encumbrances
remaining thereon at time of sale.

Signature of declarant or agent determining tax, firm name

No Recording Fee per Government Code 27363
APN 302-221-01

This is to certify that the Deed offered by this instrument is acknowledged and consent given for the recordation hereof by action of the City Council for the City of Yucaipa on 10/28/08 in accordance with Government Code Section 27281.

Date 10/28/08 By [Signature]
City Clerk

GRANT DEED

THE UNDERSIGNED RAFAEL MENDOZA WHO IS ALSO KNOWN AS REFUGIO
MENDOZA HERBY IRREVOCABLY
OFFER TO GRANT TO THE CITY OF YUCAIPA, A BODY CORPORATE AND POLITIC OF THE STATE
OF CALIFORNIA and to the PUBLIC IN GENERAL, the following real property in the County of San
Bernardino, State of California:

SEE ATTACHED EXHIBIT "A"

Said property shall be used for utility and landscaping purposes and the privilege and right to plant and maintain
grass plants and / or trees on said land for soil erosion protection of same.

Dated 6-29-08

By [Signature]
RAFAEL MENDOZA AKA REFUGIO MENDOZA
By _____

Yucaipa Valley Water District
Development Agreement No. 2018-02
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EXHIBIT "A"

A parcel of land, being a portion of Lot 1A, in the Yucaipa Gateway Colony Subdivision 4, Map Book 21, Page 5 of the records of San Bernardino County, more particularly described in Book 5757, Page 96 recorded in the official records of San Bernardino County, California, said parcel containing all of that portion of Lot 1A lying Northerly of the following described line and its extensions thereof:

Commencing at a 2" iron pipe with a Brass cap marking the Northwest corner of Section 24; thence North $87^{\circ}36'23''$ East 1362.46 feet along the North line of said section to a point; thence leaving said north line South $01^{\circ}26'29''$ East 30.00 feet to a point on the North line of said Lot 1A, said point being coincident to the southerly right of way line of Kadota Avenue, 60 feet in width as shown on said Yucaipa Gateway Colony Subdivision 4; thence along said north line and southerly right of way North $87^{\circ}36'23''$ East 264.70 to the True Point of Beginning; thence leaving said North line 106.18 feet along the arc of a 230.00 foot radius curve to the right, whose chord bears South $49^{\circ}14'09''$ East 105.24 feet, to a point; thence 131.88 feet along the arc of a 170.00 foot radius curve to the left, whose chord bears South $58^{\circ}14'05''$ East 128.60 feet, to this descriptions terminus point, being on the westerly right of way line of Juniper Avenue, 60 feet in width as shown on said Yucaipa Gateway Colony Subdivision 4, said westerly right of way also being coincident with the easterly property line of said Lot 1A, said terminus point lies South $54^{\circ}11'09''$ East 233.13 feet from the true point of beginning.

All lying in the Northwest $\frac{1}{4}$ of Section 24, Township 1 South, Range 2 West, San Bernardino Base and Meridian, in the city of Yucaipa, County of San Bernardino, State of California, said parcel containing 9941 square feet more or less.

 4-16-2008
Leonard Brandon Smith Date



Yucaipa Valley Water District
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ACKNOWLEDGMENT

State of California)
) ss
County of San Bernardino)

On JUNE 29, 2008, before me KAREN D. JOHNSON, Notary Public
(insert name and title of officer)

Personally appeared RAFAEL MENDOZA AKA REFUGIO MENDOZA
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 Kenneth D. Johnson

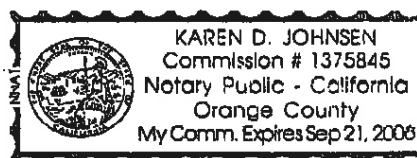
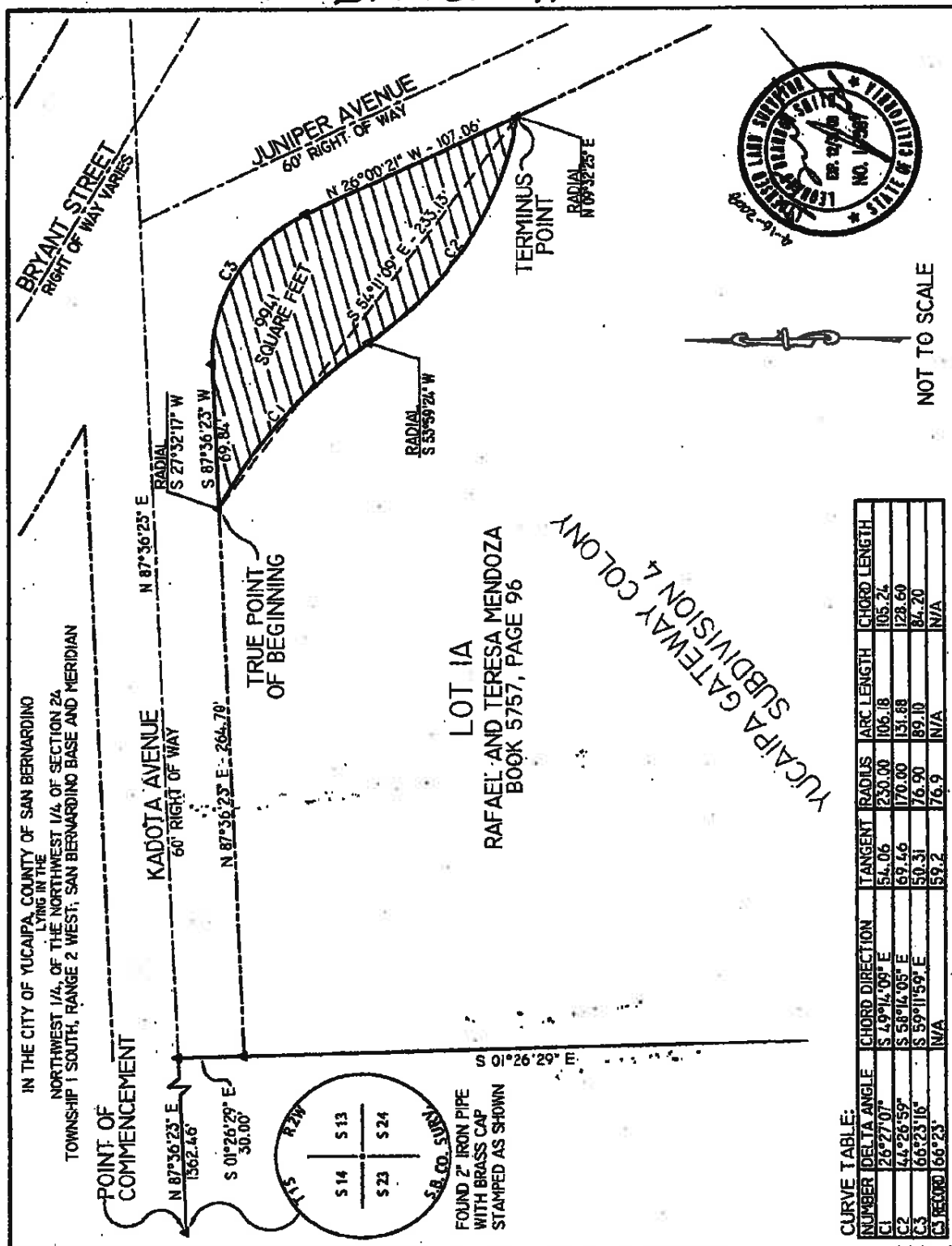


EXHIBIT A



Yucaipa Valley Water District
Development Agreement No. 2018-02
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City of Yucaipa
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by **Grant of Easement** dated **June 29, 2008** from **Rafael Mendoza aka Refugio Mendoza**, to the **City of Yucaipa**, a political corporation and/or governmental agency is hereby accepted by order of the **Yucaipa City Council** on **October 13, 2008** and the grantee consents to recordation thereof by its duly authorized officer.

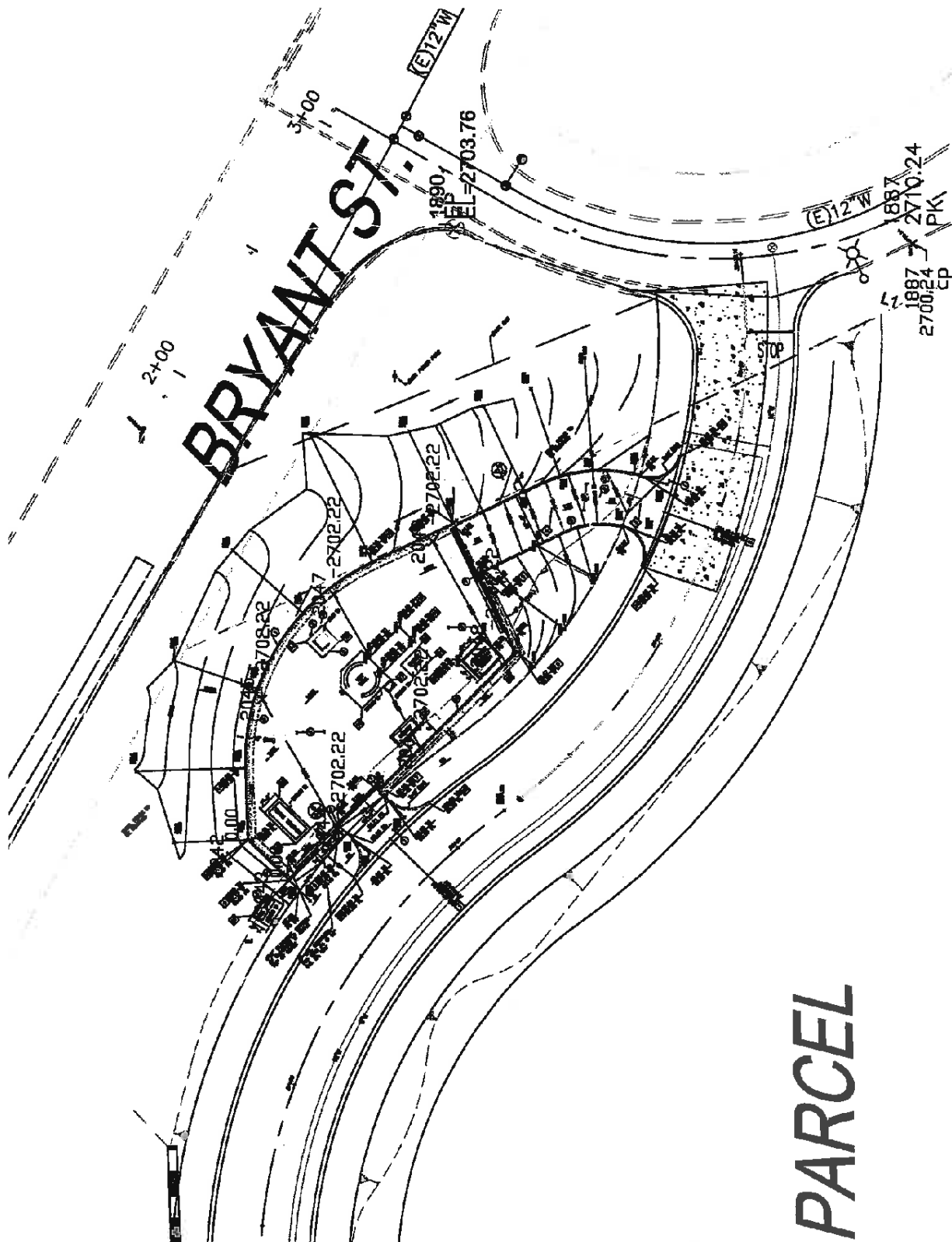
FREE RECORDING IS REQUESTED AND IS ESSENTIAL TO ACQUISITION BY THE CITY OF YUCAIPA (Gov't Code § 6103)



Raymond Casey, City Manager

DATED: October 27, 2008

Yucaipa Valley Water District
Development Agreement No. 2018-02
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Yucaipa Valley Water District
Development Agreement No. 2018-02
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Exhibit E - Notice of High Water Pressure Conditions

NOTICE OF HIGH WATER PRESSURE CONDITION (MECHANICALLY REDUCED WATER PRESSURE)

RECORDING REQUESTED BY:

YUCAIPA VALLEY WATER DISTRICT,
A PUBLIC AGENCY

WHEN RECORDED RETURN TO:

YUCAIPA VALLEY WATER DISTRICT
C/O GENERAL MANAGER
POST OFFICE BOX 730
YUCAIPA, CALIFORNIA 92399-0730

**NO RECORDING FEE REQUIRED
PER GOVERNMENT CODE SECTION 27383**

NOTICE OF MECHANICALLY REDUCED WATER PRESSURE

This Notice affects all lots and parcels within Tract No. 14429 ("DEVELOPMENT") as shown on Exhibit "A" to this Notice, which Exhibit is provided hereto and incorporated herein by this reference as though set forth in full.

PLEASE TAKE NOTICE that the YUCAIPA VALLEY WATER DISTRICT, a public agency, provides water service to the above described real property. The lots and parcels within Tract No. 14429 receive water service through a water pressure reduction facility constructed to reduce water pressure to the lots and parcels within the DEVELOPMENT. Without this specialized pressure reduction facility, the lots and parcels within the DEVELOPMENT would be served water at a pressure that exceeds 80 pounds per square inch. Therefore, pursuant to DISTRICT Rules and Regulations and the requirements of the Uniform Plumbing Code, the purchasers or owners thereof are obligated to install and maintain a water pressure regulator on the water service line connecting the house to the DISTRICT's water meter.

Furthermore, Owners and/or Occupants of the lots and parcels within this DEVELOPMENT shall assume all responsibility for any and all negative effects resulting from variations in water pressure and shall hold the DISTRICT harmless from any and all damage or injury caused by high water pressure and pressure fluctuations.



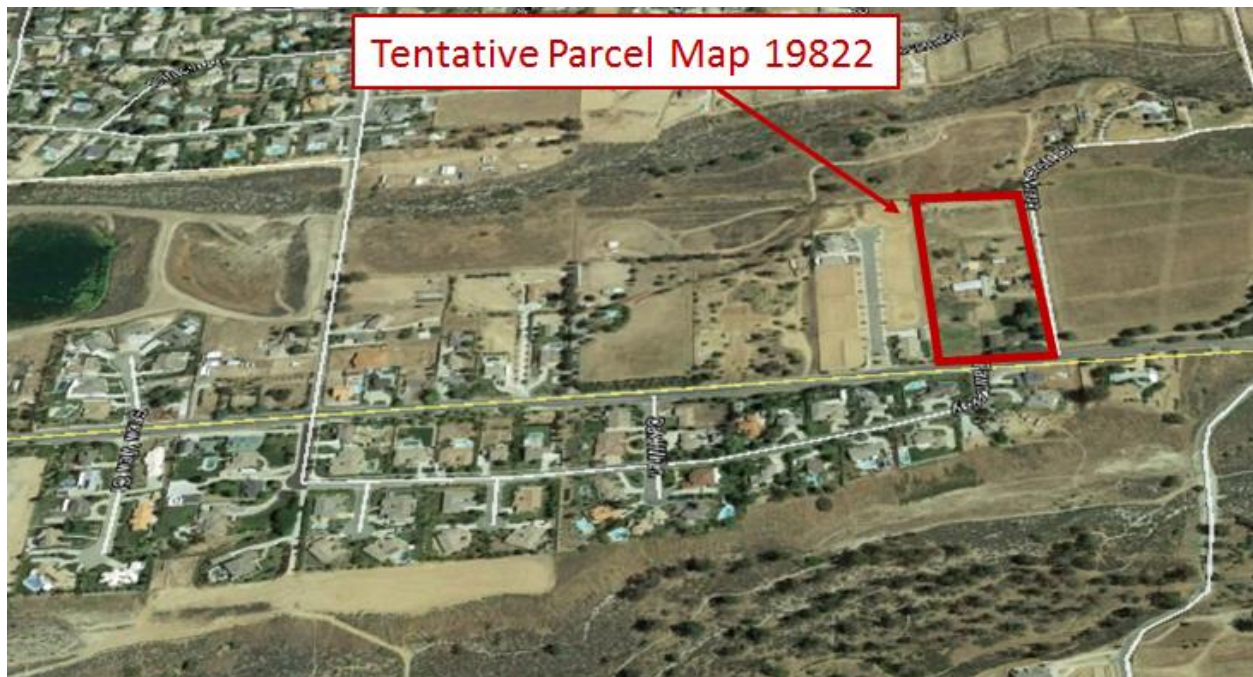
Date: January 16, 2018

Prepared By: Matthew Porras, Management Analyst

Subject: Agreement to Provide Drinking Water Service to Tentative Parcel Map No. 19822 - Cherry Croft Drive, Yucaipa

Recommendation: Pending

The District staff is currently working with the property owner of Tentative Parcel Map No. 19822 located at the intersection of Cherry Croft Drive and Oak Glen Road. At the board meeting, the District staff will present the proposed development agreement for this project.



Board Reports



Yucaipa Valley Water District

Director Comments



Yucaipa Valley Water District



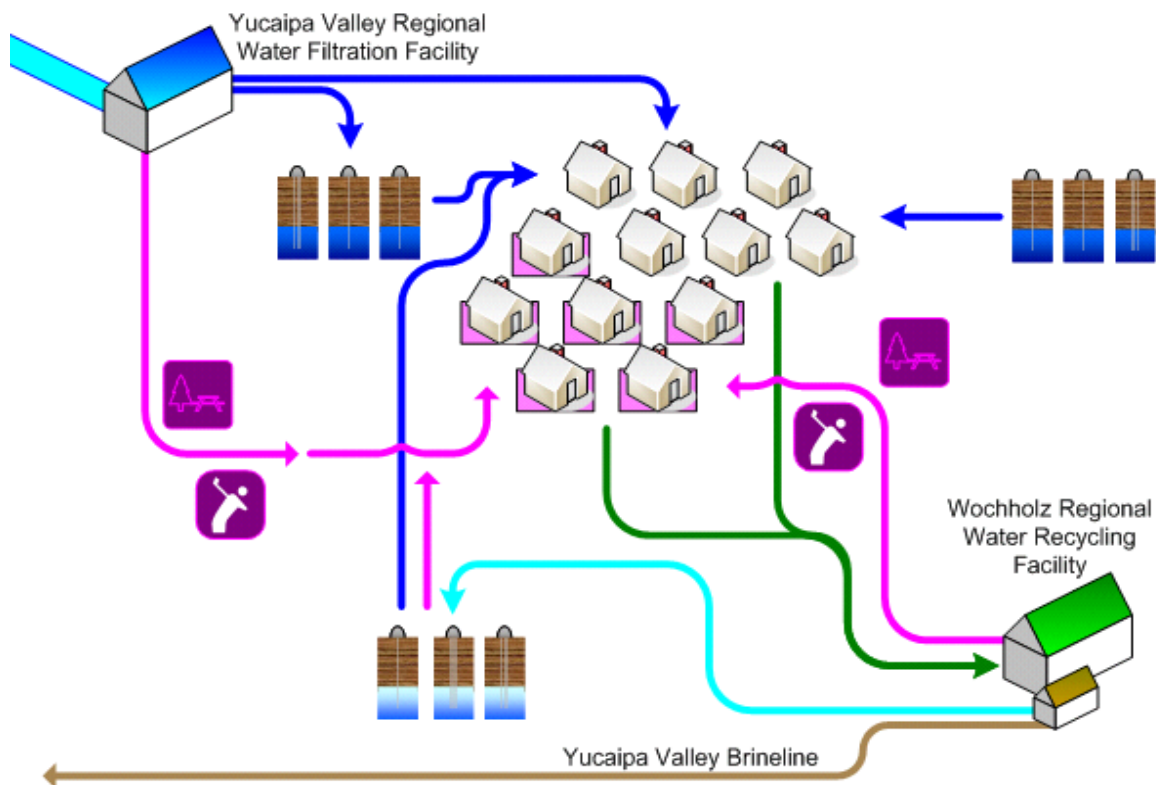
FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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: <ul style="list-style-type: none"> - 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 Geronio 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 to the distribution mains, usually pipe diameters of greater than 16".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wastewater – Any water that enters the sanitary sewer.

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

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

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

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

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

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

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

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

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

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





COMMONLY USED ABBREVIATIONS

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