



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, February 6, 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 - January 16, 2018
 - 2. Board Workshop - January 30, 2018
- V. **STAFF REPORT**
- VI. **DISCUSSION ITEMS**
 - A. Discussion Regarding the Potential Land Sale, Lot Line Adjustment, and Easement Allowance Associated with Well 28 - Mike Parskima [[Director Memorandum No. 18-017 - Page 19 of 175](#)]
RECOMMENDED ACTION: That the Board directs District staff to proceed with the sale and creation of an access easement with Mr. Parskima.
 - B. Consideration of Damage Claim due to Uneven Asphalt on Colorado Street and 8th Street - Kenneth Carter [[Director Memorandum No. 18-018 - Page 21 of 175](#)]
RECOMMENDED ACTION: That the Board denies the claim for damages and refers the issue to the District's insurance carrier.
 - C. Consideration of Claim for Lodging Expenses due to Water Mainline Repairs on Wildwood Canyon Road - Gwenique Williams [[Director Memorandum No. 18-019 - Page 31 of 175](#)]
RECOMMENDED ACTION: That the Board denies the claim for damages and refers the issue to the District's insurance carrier.

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

- D. Adoption of Resolution No. 2018-06 Adopting the Santa Ana Watershed Project Authority Resolution No. 2017-11 Establishing Local Limits and Best Management Practices Requirements for the Inland Empire Brineline [[Director Memorandum No. 18-020 - Page 38 of 175](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-06.
- E. Adoption of Resolution No. 2018-07 Updating the Water Meter Installation Fee for Drinking Water and Recycled Water [[Director Memorandum No. 18-021 - Page 44 of 175](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-07.
- F. Discussion and Consideration of the San Bernardino Basin Groundwater Council Framework Agreement [[Director Memorandum No. 18-022 - Page 47 of 175](#)]
RECOMMENDED ACTION: That the Board authorizes the General Manager to execute the San Bernardino Basin Groundwater Council Framework Agreement.
- G. Discussion and Consideration of Initiating Sphere of Influence and Annexation Proceedings for Various Properties to the Yucaipa Valley Water District [[Director Memorandum No. 18-023 - Page 69 of 175](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-08, Resolution No. 2018-09, and Resolution No. 2018-10.
- H. Consideration of a Memorandum of Agreement for the Terms and Conditions of Employment for General Employees of the Yucaipa Valley Water District [[Director Memorandum No. 18-024 - Page 79 of 175](#)]
RECOMMENDED ACTION: That the Board approves the Memorandum of Agreement with the General Employee Bargaining Group.
- I. Consideration of Amendment No. 1 to the Memorandum of Agreement for the Terms and Conditions of Employment for Management - Supervisory Employees of the Yucaipa Valley Water District [[Director Memorandum No. 18-025 - Page 87 of 175](#)]
RECOMMENDED ACTION: That the Board approves Amendment No. 1 to the Memorandum of Agreement with the Management – Supervisory Employee Bargaining Group.
- J. Consideration of Amendment No. 1 to the Memorandum of Agreement for the Terms and Conditions of Employment for Management - Exempt Employees of the Yucaipa Valley Water District [[Director Memorandum No. 18-026 - Page 97 of 175](#)]
RECOMMENDED ACTION: That the Board approves Amendment No. 1 to the Memorandum of Agreement with the Management – Exempt Employee Bargaining Group.
- K. Consideration of Development Agreement No. 2018-02 for the Provision of Drinking Water Service to Tract No. 14429 - McDougal Bros. [[Director Memorandum No. 18-027 - Page 107 of 175](#)]
RECOMMENDED ACTION: That the Board authorizes the General Manager to execute Development Agreement No. 2018-02 following execution by the Developer and any non-substantive changes, if any.
- L. Consideration of a Development Agreement No. 2018-03 with MBTK Homes for Sewer Service to Property Located on Avenue H, Yucaipa [[Director Memorandum No. 18-028 - Page 131 of 175](#)]
RECOMMENDED ACTION: That the Board authorizes the General Manager to execute Development Agreement No. 2018-03 following execution by the Developer and any non-substantive changes, if any.

- M. Consideration of a Development Agreement No. 2018-04 for Drinking Water, Recycled Water and Sewer Service to Tract No. 14297 - Yucaipa [[Director Memorandum No. 18-029 - Page 147 of 175](#)]
RECOMMENDED ACTION: That the Board authorizes the General Manager to execute Development Agreement No. 2018-04 following execution by the Developer and any non-substantive changes, if any.
- N. Agreement to Provide Drinking Water Service to Tentative Parcel Map No. 19822 - Cherry Croft Drive, Yucaipa [[Director Memorandum No. 18-030 - Page 163 of 175](#)]
RECOMMENDED ACTION: Pending
- O. Consideration of a Resolution No. 2018-11 Updating CalPERS Employer Paid Member Contributions (EPMC) for Classic Members [[Director Memorandum No. 18-031 - Page 164 of 175](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-11.

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 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
- D. 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
- E. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9(b)) -
Two Cases
- F. Conference with Labor Negotiator (Government Code 54957.6)
Unrepresented Employee: Joseph Zoba, General Manager

IX. ANNOUNCEMENTS

- A. February 13, 2018 at 4:00 p.m. - Board Workshop
- B. February 20, 2018 at 6:00 p.m. - Regular Board Meeting
- C. February 27, 2018 at 4:00 p.m. - Board Workshop
- D. 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

January 16, 2018 at 6:00 P.M.

Directors Present:

Jay Bogh, President
Bruce Granlund, Vice 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
John Wrobel, Public Works Manager
Kathryn Hallberg, Management Analyst
Matthew Porras, Management Analyst
Jennifer Ares, Water Resource Manager

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Linda Shelton, Customer
Brent Anton, Customer
Bernie Mayer, Representing Tract No. 14297
Tom Fitzroy, Representing Tract No. 14297
Sedef Sarwar, Representing Tract No. 14297
Leonard Stephenson, San Gorgonio Pass Water Agency

CALL TO ORDER

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.

FLAG SALUTE

Director Jay Bogh led the pledge of allegiance.

ROLL CALL

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

PUBLIC COMMENTS

None

CONSENT CALENDAR

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

- A. Minutes of Meetings
 - Regular Board Meeting – December 19, 2017
- B. Payment of Bills
 - Approve/Ratify Invoices for Board Awarded Contracts
 - Ratify General Expenses for December 2017

The motion was approved by the following vote:

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

STAFF REPORT

General Manager Joseph Zoba reported and provided information about the following items:

- San Bernardino Valley Municipal Water District will be hosting a grand opening event for the East Branch Extension II of the State Water Project at the Citrus Reservoir and Pump Station on Thursday, February 22, 2018;
- The annual shutdown of the State Water Project will occur between March 1, 2018 and March 31, 2018. During this time the District will curtail drinking water deliveries to Western Heights Mutual Water Company;
- The District staff has released a Notice Inviting Bids for the Yucaipa Boulevard Sewer Project;
- The District has received a notice from a wastewater operator that he has received a new job in Orange County. This vacancy will require the District to seek new operators in the near future;
- The District staff has created a new development agreement format to streamline the preparation of the documents. The new template is included in the board meeting packet; and
- The District staff will be preparing a development agreement for Tract No. 14297 which will have a reduced fire flow requirement of 1,000 gallons per minute instead of 1,500 gallons per minute as provided in Workshop Memorandum No. 18-014. There was a consensus of the board members to draft a development agreement based on the approved reduction in fire flow from the Yucaipa Fire Marshall of 1,000 gallons per minute.

DISCUSSION ITEMS:

DM18-001

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

Water Resource Manager Jennifer Ares discussed the comment letters received in response to the mitigated negative declaration.

The District staff requested a continuance of this item to review and provide responses for consideration by the Board of Directors at a future meeting.

No action was taken by the Board of Directors.

DM 18-002

PRESENTATION OF
THE UNAUDITED
FINANCIAL REPORT
FOR THE PERIOD
ENDING ON
DECEMBER 31, 2017

Chief Financial Officer Allison Edmisten provided a review of the unaudited financial report for the period ending on December 31, 2017.

Director Lonni Granlund moved to receive and file the unaudited financial report. Director Chris Mann seconded the motion.

The motion was approved by the following vote:

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

DM 18-003

DISCUSSION
REGARDING THE
ADOPTION OF
RESOLUTION NO.
2018-02 APPROVING
AN INVESTMENT
POLICY AND
APPOINTMENT OF THE
GENERAL MANAGER
AS THE DISTRICT
INVESTMENT OFFICER

Chief Financial Officer Allison Edmisten discussed the proposed investment policy and Resolution No. 2018-02.

Director Tom Shalhoub moved to adopt Resolution No. 2018-02. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-004

DISCUSSION
REGARDING THE USE
OF UPDATED
PERCENTAGES FOR
MONTHLY UNAUDITED
FINANCIAL REPORTS

Chief Financial Officer Allison Edmisten provided an overview of the percentages used during the preparation of the unaudited financial reports.

Director Bruce Granlund moved by minute order, to direct District staff to utilize the revised percentages for tracking revenues and expenses throughout the fiscal year in future unaudited financial reports. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-005

DISCUSSION AND
NOTICE OF
UNCLAIMED FUNDS

Chief Financial Officer Allison Edmisten reported on the unclaimed funds held by the District. The list reviewed at the board meeting will be advertised in the News-Mirror. Any funds unclaimed as of March 27, 2018, will be reclassified as miscellaneous revenue.

No action was taken by the Board of Directors.

DM 18-006

DISCUSSION
REGARDING THE USE
OF E-VERIFY FOR NEW
EMPLOYEES

Chief Financial Officer Allison Edmisten discussed the e-verify system to be used for new employees.

Director Lonni Granlund moved by minute order, to direct the District staff to enroll and implement the e-verify system for new employees. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote:

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

DM 18-007

DISCUSSION
REGARDING THE
DESIGNATION OF
APPLICANT'S AGENT
RESOLUTION FOR
NON-STATE AGENCIES
FOR THE STATE OF
CALIFORNIA OFFICE
OF EMERGENCY
SERVICES

Chief Financial Officer Allison Edmisten discussed the importance of designating District staff members as representatives with the Office of Emergency Services.

Director Bruce Granlund moved to adopt Resolution No. 2018-03. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote:

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

DM 18-008

RATIFICATION OF THE
2018 LANDSCAPE
CONTRACT TO
PACIFIC COAST
LANDSCAPE

Management Analyst Kathryn Hallberg provided an overview of the landscape bids for 2018.

Director Tom Shalhoub moved to ratify the 2018 Landscape Contract with Pacific Coast Landscape. Director Chris Mann seconded the motion.

The motion was approved by the following vote:

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

DM 18-009

DISCUSSION
REGARDING THE
ASSIGNMENT OF
INDIVIDUALS TO
REPRESENT THE
DISTRICT IN SMALL
CLAIMS COURT

General Manager Joseph Zoba discussed the assignment of individuals to represent the District in small claims court.

Director Chris Mann moved to adopt Resolution No. 2018-04. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote:

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

DM 18-010

DISCUSSION
REGARDING THE
REIMBURSEMENT
POLICY AND
COMPENSATION PAID
TO MEMBERS OF THE
BOARD OF DIRECTORS
PURSUANT TO
ASSEMBLY BILL NO.
1234

General Manager Joseph Zoba provided an overview of the options available to the Board of Directors related to either increasing the amount of compensation paid by the District, or leaving the amount the same as 2017.

Director Tom Shalhoub moved to adopt Resolution No. 2018-01 to maintain the current rate of compensation paid to board members at \$147.56 per day up to ten days per month. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-011

DISCUSSION
REGARDING
RESOLUTION NO.
2018-05 READOPTING
GUIDELINES FOR
MEMBERS OF THE
BOARD OF DIRECTORS

General Manager Joseph Zoba provided an overview of the *Guidelines for Members of the Board of Directors* and to determine if the Board recommends any changes.

Director Bruce Granlund moved to adopt Resolution No. 2018-05. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote:

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

DM 18-012

DISCUSSION
REGARDING THE
REVIEW OF
STATEMENT OF FACTS
REQUIRED BY
GOVERNMENT CODE
SECTION 53051

General Manager Joseph Zoba provided an overview of the *Statement of Facts*.

Director Lonni Granlund moved to direct the General Manager to file the Statement of Facts - Roster of Public Agencies Filing. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-013

CATALOG OF
FUNCTIONAL
COMPUTER
ENTERPRISE
SYSTEMS USED BY
THE YUCAIPA VALLEY
WATER DISTRICT

General Manager Joseph Zoba provided the annual overview of the District's computer enterprise systems.

Director Chris Mann moved to authorize the publication of functional computer enterprise systems pursuant to Government Code Section 6270.5. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote:

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

DM 18-014

AGREEMENT TO
PROVIDE SEWER
SERVICE TO THE
YUCAIPA GATEWAY
PLAZA COMMERCIAL
PROJECT - AM/PM GAS
STATION ON PARCEL 1

General Manager Joseph Zoba provided an overview of the development agreement for the AM/PM gas station on Oak Glen Road and Interstate 10.

Director Chris Mann moved to approve Development Agreement No. 2018-01 pursuant to recommendations by District Legal Counsel. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote:

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

DM 18-015

AGREEMENT TO
PROVIDE DRINKING
WATER SERVICE TO
THE TRACT NO. 14429 -
MCDUGAL BROS.

General Manager Joseph Zoba provided an overview of the plan to provide drinking water service to Tract No. 14429.

No action was taken by the Board of Directors.

DM 18-016

AGREEMENT TO
PROVIDE DRINKING
WATER SERVICE TO
TENTATIVE PARCEL
MAP NO. 19822 -
CHERRY CROFT
DRIVE, YUCAIPA

General Manager Joseph Zoba provided an overview of the plan to provide drinking water service to Tentative Parcel Map No. 19822 on Cherry Croft Drive, Yucaipa.

No action was taken by the Board of Directors.

• BOARD REPORTS
AND DIRECTOR
COMMENTS

- Director Lonni Granlund reported on a tour conducted by the City of Yucaipa on January 9, 2018.
- Director Lonni Granlund and Director Bruce Granlund reported on the City of Yucaipa Economic Development Advisory Committee meeting held on January 11, 2018.
- Director Bruce Granlund reported on the regular board meeting of the San Gorgonio Pass Water Agency held on January 2, 2018.
- Director Chris Mann and Director Tom Shalhoub reported on the Yucaipa Chamber of Commerce Installation of Officers.
- Director Tom Shalhoub reported on the Legislative and Policy Committee meeting of the San Bernardino Valley Municipal Water District held on January 3, 2018.
- Director Tom Shalhoub reported on the Beaumont Basin Watermaster meeting held on January 10, 2018.
- Director Tom Shalhoub reported on the Strategic Analysis and Planning Committee meeting of the San Bernardino Valley Municipal Water District held on January 11, 2018.
- Director Tom Shalhoub reported on the regular board meeting of the San Gorgonio Pass Water Agency held on January 16, 2018.
- Director Chris Mann reported on the regular city council meeting of the City of Yucaipa held on January 8, 2018.
- Director Chris Mann reported on the South Mesa Mutual Water Company meeting held on January 10, 2018.

CLOSED SESSION

A closed session was not conducted.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 7:05 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

January 30, 2018 at 4:00 P.M.

Directors Present:

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

Staff Present:

Joseph Zoba, General Manager
Allison Edmisten, Chief Financial Officer
Matthew Porras, Management Analyst
Mike Kostelecky, Operations Manager - Water
Jennifer Ares, Water Resource Manager
Thaxton VanBelle, Senior Plant Operator
Kevin Lee, Senior Plant Operator
Tim Mackamul, Senior Plant Operator
Sean Trost, Utility Service Worker IV

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Guests and Others Present:

Linda Shelton, Customer
Brent Anton, Customer
Mike Pariskma, Customer
Steve Copelan, San Bernardino Valley Municipal Water District
Scott Hudson, Oak Glen Domestic

- I. Call to Order - 4:00 p.m.
- II. Public Comments:
 - A. None.
- III. Staff Report:
 - General Manager Joseph Zoba discussed:
 - The Yucaipa Groundwater Sustainability Agency meeting held on January 30, 2018 at 1:30 pm.
 - The revision of the Department of Water Resources 2018 allocation for the State Water Project from 15% to 20%.
 - The Yucaipa Valley Water District Drone and Imagery Demonstration by Kathryn Hallberg and Mike Rivera at the Esri conference in San Diego
- IV. Presentations
 - A. Overview of the Leaders Innovation Forum for Technology (LIFT) [Workshop Memorandum No. 18-030] - General Manager Joseph Zoba provided an overview of the Leaders Innovation Forum for Technology (LIFT).
 - B. Overview of a New Methodology for Achieving Future Water Conservation Goals [Workshop Memorandum No. 18-031] - General Manager Joseph Zoba provided an overview of new methodology for achieving future water conservation goals.

V. Operational Updates

- A. Overview of Recent Telemetry and Communication Issues [Workshop Memorandum No. 18-032] - Operations Manager Mike Kostelecky provided an overview of recent telemetry and communication issues.
- B. Overview of Water Mainline Breaks and Associated Issues [Workshop Memorandum No. 18-033] - General Manager Joseph Zoba and Public Works Manager John Wrobel provided an overview of water mainline breaks and associated issues.
- C. Investigations Related to the Biological Treatment Systems at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 18-034] - General Manager Joseph Zoba provided an overview of the investigations related to the biological treatment systems at the Wochholz Regional Water Recycling Facility.
- D. Overview of Yucaipa Valley Water District's Lead Sampling Program for K-12 Schools and compliance with the 2017 Permit Amendment and Assembly Bill 746 [Workshop Memorandum No. 18-035] - Senior Plant Operator Tim Mackamul provided an overview Yucaipa Valley Water District's Lead Sampling Program for K-12 schools and compliance with the 2017.
- E. Evaluation of Existing Belt Press Equipment at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 18-036] - General Manager Joseph Zoba provided an overview of the evaluation of existing belt press equipment at the Wochholz Regional Water Recycling Facility.

VI. Capital Improvement Projects

- A. Status Report on the Emergency Coating Repairs for Drinking Water Reservoir 17.1.1 [Workshop Memorandum No. 18-037] - Operations Manager – Water Mike Kostelecky provided a status report on the emergency coating repairs for drinking water reservoir 17.1.1.
- B. Status Report on the Slope Repairs at Drinking Water Reservoir 15.1 [Workshop Memorandum No. 18-038] - Management Analyst Matthew Porras provided a status report on the slope repairs at drinking water reservoir 15.1.
- C. Status Report on the Replacement of Primary Clarifier Equipment at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 18-039] - General Manager Joseph Zoba provided a status report on the replacement of primary clarifier equipment at the Wochholz Regional Water Recycling Facility.
- D. Status Report on the Construction of a Replacement Public Works Building [Workshop Memorandum No. 18-040] - Management Analyst Matthew Porras provided a status report on the construction of a replacement public works building.
- E. Status Report on the Construction of an 8-Inch Sewer Mainline in Yucaipa Boulevard [Workshop Memorandum No. 18-041] - Management Analyst Matthew Porras provided a status report on the construction of an 8-inch sewer mainline in Yucaipa Boulevard.
- F. Status Report on the Implementation of Advanced Metering Infrastructure [Workshop Memorandum No. 18-042] - Management Analyst Matthew Porras provided a status report on the implementation of Advanced Metering Infrastructure.

VII. Policy Issues

- A. Discussion Regarding Suggested Updates to the District's Standard Specifications Regarding the Use of 50" Water Meter Boxes [Workshop Memorandum No. 18-043] - General Manager Joseph Zoba provided an overview of suggested updates to the District's Standard Specifications regarding the use of 50" water meter boxes.
- B. Discussion Regarding the Annual Collection of Sewer Fees on Property Taxes for New Development and Delinquent Payments [Workshop Memorandum No. 18-044] - General Manager Joseph Zoba provided an overview of the annual collection of sewer fees on property taxes for new development and delinquent payments.
- C. Discussion Regarding the Development of Policies Related to Accessory Dwelling Units [Workshop Memorandum No. 18-045] - General Manager Joseph Zoba provided an overview of the development of policies related to accessory dwelling units.

VIII. Development Issues

- A. Review of a Development Agreement to Provide Drinking Water Service to Tract No. 14429 - McDougal Bros. [Workshop Memorandum No. 18-046] - General Manager Joseph Zoba provided an overview of the Development Agreement to provide drinking water service to Tract No. 14429 - McDougal Bros.
- B. Discussion Regarding the Requirement for Sewer Connection for Two Parcels within Tentative Parcel Map No. 19822 - Mike Moran [Workshop Memorandum No. 18-047] - General Manager Joseph Zoba provided an overview of a proposed discussion regarding the requirement for sewer connection for two parcels within Tentative Parcel Map No. 19822 - Mike Moran
- C. Discussion Regarding the Flow Requirements and a Draft Development Agreement for Tract 14297 [Workshop Memorandum No. 18-048] - General Manager Joseph Zoba provided an overview regarding the flow requirements and a draft development agreement for Tract 14297.
- D. Discussion Regarding a Development Agreement for Sewer Service to Property Located on Avenue H, Yucaipa as Tract No. 18167 - MBTK Homes [Workshop Memorandum No. 18-049] - General Manager Joseph Zoba provided an overview regarding a development agreement for sewer service to property located on Avenue H, Yucaipa as Tract No. 18167 - MBTK Homes.

IX. Administrative Issues

- A. Discussion Regarding Annexation of Various Properties to the Yucaipa Valley Water District Service Area [Workshop Memorandum No. 18-050] - General Manager Joseph Zoba provided an overview regarding annexation of various properties to the Yucaipa Valley Water District service area.
- B. Discussion Regarding the San Bernardino Basin Groundwater Council Framework Agreement [Workshop Memorandum No. 18-051] - General Manager Joseph Zoba provided an overview regarding the San Bernardino Basin Groundwater Council Framework Agreement.
- C. Review of Proposed Meter Installation Costs for 2018 [Workshop Memorandum No. 18-052] - Management Analyst Matthew Porras reviewed the proposed meter installation costs for 2018.

- D. Review of the Santa Ana Watershed Project Authority Resolution No. 2017-11 for Local Limits and Best Management Practices for the Inland Empire Brineline [Workshop Memorandum No. 18-053] - General Manager Joseph Zoba reviewed the Santa Ana Watershed Project Authority Resolution No. 2017-11 for Local Limits and Best Management Practices for the Inland Empire Brineline.
 - E. Discussion Regarding the Potential Land Sale, Lot Line Adjustment, and Easement Allowance Associated with Well 28 [Workshop Memorandum No. 18-054] - General Manager Joseph Zoba provided an overview regarding the potential land sale, lot line adjustment, and easement allowance associated with Well 28.
 - F. Overview of Claim Related to Car Repair as a Result of Asphalt Repair on Colorado Street and 8th Street [Workshop Memorandum No. 18-055] - General Manager Joseph Zoba provided an overview of the claim related to car repair as a result of asphalt repair on Colorado Street and 8th Street.
- X. Director Comments - None
- XI. Closed Session - Director Jay Bogh, Director Bruce Granlund, Director Lonni Granlund, Director Chris Mann, and Director Tom Shalhoub were present in closed session with Legal Counsel David Wysocki, General Manager Joseph Zoba, Chief Financial Officer Allison Edmisten, and Water Resources Manager Jennifer Ares concerning the following items:
- A. Conference with Legal Counsel Existing Litigation Government Code, Section 54956.9(d) - Robinson Ranch v. 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
 - E. 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
- XII. Adjournment - The meeting was adjourned at 6:10 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

Staff Report



Yucaipa Valley Water District

Discussion Items





Date: February 6, 2018

Prepared By: Kathryn Hallberg, Management Analyst

Subject: Discussion Regarding the Potential Land Sale, Lot Line Adjustment, and Easement Allowance Associated with Well 28 - Mike Parskima

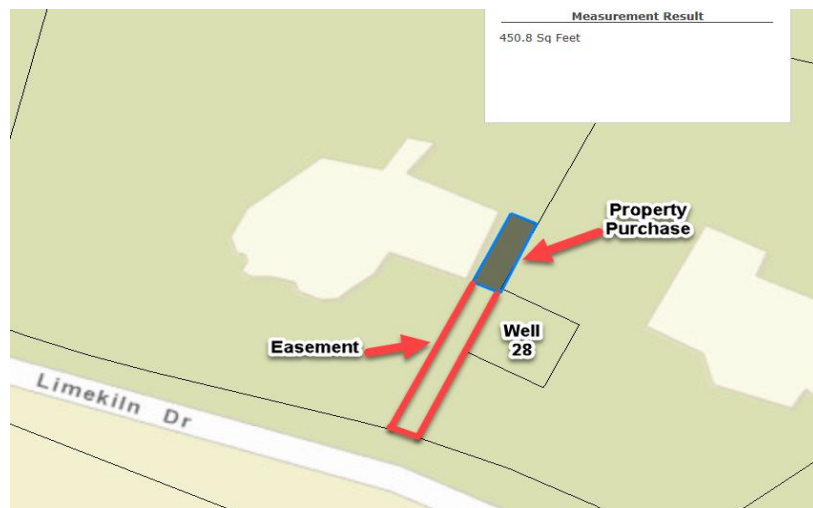
Recommendation: That the Board directs District staff to proceed with the sale and creation of an access easement with Mr. Parskima.

The District staff has been working with homeowner Mike Parskima, whose property is located next to Well 28 on Limekin Drive in Yucaipa.

In early 2017, Mr. Parskima approached the District about the possibility of purchasing Well 28 which is adjacent to his property. Well 28 is not currently being utilized but is an asset to the District and will be turned into a monitoring well in the near future, and maybe a groundwater production well again.

Mr. Parskima’s house extends within 18 inches to the property line of Well 28. Mr. Parskima requested the District’s consideration to purchase the tail end of the property as this is the portion of the property that is closest to his home.

Since the District no longer accesses the well site with vehicles, and in an effort to be good neighbors the District offered Mr. Parskima the possibility of purchasing the tail end of the property estimated to be 450 square feet, as seen in the attached map.



In addition to the purchase of a portion of the property, Mr. Parskima would be responsible for the cost of a lot line adjustment needed to complete the purchase of the property.

District staff would also recommend providing an easement to Mr. Parskima, at his cost to the portion of the property outlined in the map below. This would allow Mr. Parskima access to the back of his property and would not interfere with District staff operations.

These options were discussed with Mr. Parskima as a possibility pending Board approval and he was agreeable to these terms.

Financial Consideration

The purchase price for the property was determined using property comparisons within the area at \$3.45 per square foot. The square foot estimate of the property is 450 square feet for an estimated total of \$1,552.50. This transaction would include the purchase of the property, a lot line adjustment and an easement. Mr. Parskima would cover all costs associated with this transaction.



Date: February 6, 2018

Prepared By: Kathryn Hallberg, Management Analyst

Subject: Consideration of Damage Claim due to Uneven Asphalt on Colorado Street and 8th Street - Kenneth Carter

Recommendation: That the Board denies the claim for damages and refers the issue to the District's insurance carrier.

On January 16, 2018, the Yucaipa Valley Water District received a claim from Mr. Kenneth Carter ("Claimant") for automobile repair costs of \$1,598.42 incurred as a result of driving on uneven asphalt located on Colorado Street and 8th Street on January 13, 2018.

On January 16, 2018 the Claimant stated via phone conversation with District employee Kathryn Hallberg, that he was traveling east on Colorado Street from the stop sign on 8th Street when he drove through the asphalt repair. The Claimant stated he saw the caution sign but was unable to avoid the asphalt repair area. He drove through the asphalt repair area at 10 m.p.h. and damage occurred to the rear shocks of his 2004 Mazda RX8.

The quote from Sreen Honda dated January 12, 2018 for repairs was delivered to the office on January 17, 2018 and is attached. The Claimant also provided photos of the asphalt repair which are also attached.

The Claimant is requesting to be reimbursed for the quoted cost of the repairs to his 2004 Mazda RX8 in the amount of \$1,178.42 for parts and \$420.00 for labor.

Options for consideration:

- Option A – Deny the claim based on the information that was provided and refer the issue to the District's insurance carrier based on the fact that District staff reviewed the asphalt repair and witnessed multiple vehicles going through the repair with no damage. Additionally, there is an inconsistency between the date of the price quote from Sreen Mazda as January 12, 2018 and the incident took place on January 13, 2018.
- Option B – Direct District staff to process a payment to Mr. Kenneth Carter.

YUCAIPA VALLEY WATER DISTRICT – CLAIM FORM

INSTRUCTIONS

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

Yucaipa Valley Water District

Attn: Claims Dept.

12770 2nd St

Yucaipa, Ca. 92399

(909) – 797-5937 FAX

RECEIVED

JAN 16 2018

YUCAIPA VALLEY
WATER DISTRICT

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

Claims:

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

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

This claim form must be signed and dated.

Who is Responsible for Damages?

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

Determination of Responsibility and Payment if YVWD is at fault

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

Claim for Damage

Name	Kenneth A Carter		Clerks Date Stamp
Address	33396 Colorado St		
Phone(s)	909 521-2536		
Business	Home	Message/Cell	
E-mail:			
Address at time of loss/incident:	Same		*This box is for Official Use only!

Description of Details: (Describe how the loss/incident occurred) Right Rear
 A Very Bad Assfalt Water Leake At 8th in Colorado near Pump ~~House~~ house South of 8th St 3 inch lip on far side. the Hot Water Comp. workers are slippy in there work it is not accepbale. with traffic you are forced to hit pot hole at 15 mph lip is 3 inch

YVWD's involvement :(if possible, please identify employee and/or department involved) Your fault to hit during Rush Hours. I have packed in this town over 25 years ago. and they are still Holiday No Reason to leave

Witnesses: (please provide address and phone numbers) 00 in this order

1. Have ass work 2. by water district work.
 There is NO EXCUSE for leaving area in the matter all works if mine would be looking for new employment

Property Damage (please describe the value and extent of the damage to your home, automobile or personal property: (Attach estimates, bills, or whatever documentation of damages you have) For public safety Yucaipa Water is 100% responsible caring for public safety is there job or Roll to Doe NO Question

Make: Mazda Model: RX8 Year: 2004 License # 7NMM819 Insurance Co. Policy #: IN-1maty

Where you injured?: No: Yes: (if yes please complete the following)

Describe your injury (Identify your doctor(s)/Health care provider(s))

Are you still receiving Medical Treatment? No: Yes:

Employer: _____ Type of Work: _____

Wage Loss? No: Yes: If Yes, rate of pay: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

1/13/18 Yucaipa Ca. Kenneth A Carter
 Date and Place (City and State) Signature

Automobile Accident Report

Date: 1/13/18
 Name of Owner of Your Vehicle: Kenneth Carter
 Model Year: 2004 Make of Car: Mazada Body Style: RX8
 State and License No: Ca 7MM814 Mileage: 70,000 IF Leased, by Whom Held Own
 Name of Your Insurance Co. Infinity
 Type of Insurance Carried _____
 Name of Driver: Kenneth Address: 53396 Colorado Phone No.: 909521-2536
 Relationship of Driver _____ Driver's Date of Birth: _____ Driver's License No.: _____
 To Owner: _____
 Date of Accident: 1/13/18 Time: (AM/PM) about 2:00pm Location: (Address No. And Street) 516 in Colorado
 City-Town: Yucaipa State: Ca 92399

OCCUPANTS OF VEHICLE:

Name	Address	Approx. Age	Relation to Owner	Your Vehicle	Other Vehicle	Ped.	Injured

Nature of injuries: _____
 Where Treated: _____ Name of Treating Physician: _____

DAMAGE TO PROPERTY OF OTHERS

Extent of Damage: Blow Rear Shocks, Mazda, 1,178.00

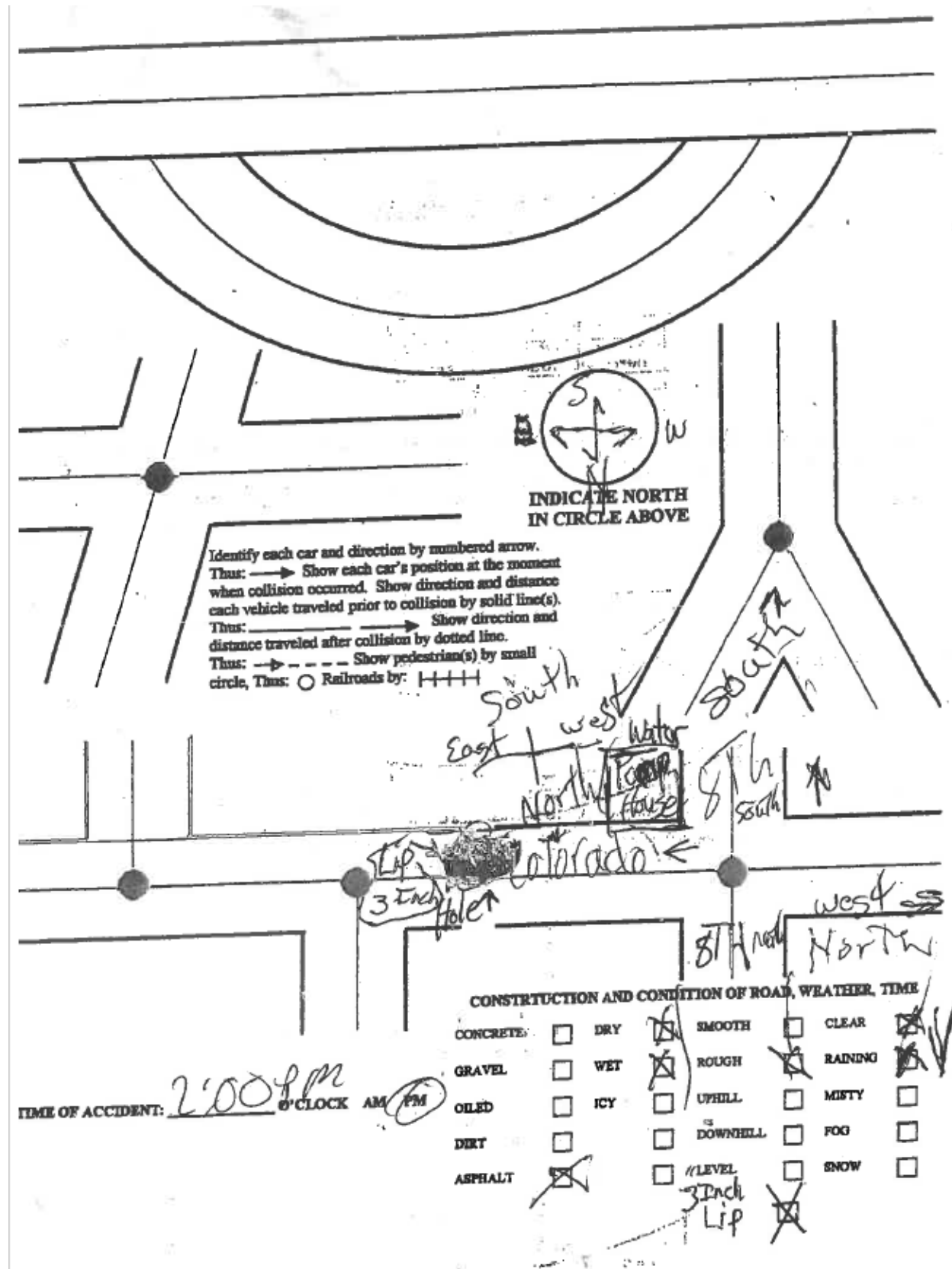
If Auto, Make of Vehicle:	State and License #:	Driver's License #:
Owner's Name	Address:	Phone:
Driver's Name (if different)	Address:	Phone:

Witnesses, (Include occupant's of Vehicle)

Name:	Address:	Phone:

Date: 1/13/18 Signature: Kenneth Carter

*Must Complete Back Page!



JAN/17/2018/WED 01:20 PM

Kenneth Carter FAX No.
PQ1438

P. 002/003



25050 Redlands Blvd. Loma Linda, California 92354
(909) 799-7070

25140 Redlands Blvd. Loma Linda, California 92354
(909) 363-1000

PQ1438
MAR

CUSTOMER	TAX EXEMPT NUMBER	CUST. P.O. NO.	CHEV/VA	PAV	SPR/CRK	INVOICE DATE	INVOICE NO.
103				CASH	DEVIN STEVENSON	01/12/18	PQ1438
RETAIL CUSTOMER							MAR

QTY	PRG	PART NUMBER	DESCRIPTION	PRI	LIST	NET	AMOUNT
2	0	F151-28-003	SHEET, RR D	SOP	4.99	4.99	9.98
2	0	FE02-28-011	SPRING, COI	SOP	112.99	112.99	225.98
2	0	F151-28-012A	LEAF SPRIN	SOP	12.99	12.99	25.98
2	0	F152-28-1A1A	STOPPER, BU	SOP	29.99	29.99	59.98
2	0	FE87-28-700	DAMPER, RR	SOP	285.99	285.99	571.98
2	0	F151-28-771	COLLAR	SOP	10.99	10.99	21.98
2	0	F151-28-773	SPACER	SOP	7.99	7.99	15.98
2	0	F151-28-774	RETAINER, R	SOP	5.99	5.99	11.98
2	0	F151-28-775B	BUSH, RUBBE	SOP	7.99	7.99	15.98
2	0	F151-28-776A	BUSH, RUBBE	SOP	8.99	8.99	17.98
2	0	F151-28-777	CASING, STO	SOP	10.99	10.99	21.98
8	0	H380-34-034A	NUT, FLANGE	SOP	7.99	7.99	63.92
2	0	9Y80-41-012	NUT	SOP	8.99	8.99	17.98
2	0	9078-40-820	BOLT & WAS	SOP	5.99	5.99	11.98
						SUBTOTAL	1093.66
						RESTOCK CHARGE	0.00
						TAX	84.76
						FREIGHT	0.00
						PAY THIS AMOUNT	1178.42

3-5
420.00

ACCOUNTING COPY

PARTS INVOICE
PQ1438

Total: 1596.42

** PRICE QUOTE **
15:57:47 PAGE 1 OF 1
NETS10

CUSTOMER	TAX EXEMPT NUMBER	CUST. P.O. NO.	CHEV/VA	PAV	SPR/CRK	INVOICE DATE	INVOICE NO.
103				CASH	DEVIN STEVENSON	01/12/18	PQ1438
RETAIL CUSTOMER							MAR

QTY	PRG	PART NUMBER	DESCRIPTION	PRI	LIST	NET	AMOUNT
2	0	F151-28-003	SHEET, RR D	SOP	4.99	4.99	9.98
2	0	FE02-28-011	SPRING, COI	SOP	112.99	112.99	225.98
2	0	F151-28-012A	LEAF SPRIN	SOP	12.99	12.99	25.98
2	0	F152-28-1A1A	STOPPER, BU	SOP	29.99	29.99	59.98
2	0	FE87-28-700	DAMPER, RR	SOP	285.99	285.99	571.98
2	0	F151-28-771	COLLAR	SOP	10.99	10.99	21.98
2	0	F151-28-773	SPACER	SOP	7.99	7.99	15.98
2	0	F151-28-774	RETAINER, R	SOP	5.99	5.99	11.98
2	0	F151-28-775B	BUSH, RUBBE	SOP	7.99	7.99	15.98
2	0	F151-28-776A	BUSH, RUBBE	SOP	8.99	8.99	17.98
2	0	F151-28-777	CASING, STO	SOP	10.99	10.99	21.98
8	0	H380-34-034A	NUT, FLANGE	SOP	7.99	7.99	63.92
2	0	9Y80-41-012	NUT	SOP	8.99	8.99	17.98
2	0	9078-40-820	BOLT & WAS	SOP	5.99	5.99	11.98
						SUBTOTAL	1093.66
						RESTOCK CHARGE	0.00
						TAX	84.76
						FREIGHT	0.00
						PAY THIS AMOUNT	1178.42

FOR YOUR CONVENIENCE WE
ACCEPT THE FOLLOWING:
MASTERCARD VISA ATM
DISCOVER AMERICAN EXPRESS
NO GOODS WILL BE ACCEPTED
FOR CREDIT OR REFUND AFTER
30 DAYS. ANY RETURNS MUST
HAVE OUR PRIOR APPROVAL
AND CANNOT BE ACCEPTED IF
PACKAGING IS BROKEN OR
UNSEALED. 20% HANDLING
CHARGE ON RETURNED ITEMS.
NO REFUNDS ALLOWED ON
ELECTRICAL ITEMS OR SPECIAL
ORDER PARTS.



25050 Redlands Blvd. Loma Linda, California 92354
(909) 799-7070

25140 Redlands Blvd. Loma Linda, California 92354
(909) 363-1000

** PRICE QUOTE **
PAGE 1 OF 1
NETS10











Date: February 6, 2018

Prepared By: Kathryn Hallberg, Management Analyst

Subject: Consideration of Claim for Lodging Expenses due to Water Mainline Repairs on Wildwood Canyon Road - Gwenique Williams

Recommendation: That the Board denies the claim for damages and refers the issue to the District's insurance carrier.

On February 1, 2018, the Yucaipa Valley Water District received a claim from Mrs. Gwenique Williams ("Claimant") for hotel cost (\$781.85) due to a water service interruption to her home due to a water mainline break on Wildwood Canyon Road on January 22, 2018.

On January 22, 2018 the Claimant stated via phone conversation with District employee Kathryn Hallberg, that she woke up that morning with no water and had an important meeting at her place of employment in Los Angeles. The Claimant stated that she had to leave her home when she learned there was no water and go to Los Angeles to get a hotel room to prepare for work. She stated that she would keep the hotel room for two days, because she works until 6 p.m. and could not risk the water not being back in service in a timely manner.

District employee Kathryn Hallberg stated to the Claimant that she would notify the Claimant when the water was back in service. At approximately 5:30 p.m. on January 22, 2018, Kathryn Hallberg notified the Claimant that the water was back in service. The Claimant stated that she was going to keep her room at the hotel for the second night.

The claim was emailed to the office on February 1, 2018. The Claimant is requesting to be reimbursed for the hotel cost at the Sheraton Gateway Los Angeles for 5 nights from January 22, 2018 to January 27, 2018 for \$724.00, and the cost of early check in and late checkout in the amount of \$7.85. The total amount of the claim is 731.85.

Options for consideration:

- Option A – Deny the claim based on the information that was provided and refer the issue to the District's insurance carrier.
- Option B – Direct District staff to process a payment to Mrs. Gwenique Williams.

Claim for Damage

Name: Gwenique WILLIAMS

Address: 13768 MEADOW VIEW LANE

Phone(s): YUCAIPA, CA 92399

Business: 209.641.2194 Home SAME Message/Cell SAME

E-mail: MSAWENIQUE@MSN.COM / gwen@msaclar.com

Clerks Date Stamp: _____

Address at time of loss/incident: 13768 MEADOW VIEW LANE YUCAIPA CA 92399

Description of Details: (Describe how the loss/incident occurred) On Monday, January 22, 2018 at approx. 3 AM the Yucaipa Valley Water experienced a second major break on mainline (174 zone) causing no water for my home & neighbors. I called Yucaipa and several times & they could not say when it would be repaired. I had to be at work in LA daily. VWD's involvement: (if possible, please identify employee and/or department involved) made arrangements to have my car towed. I had to be at work in LA daily. I had to be at work in LA daily. I had to be at work in LA daily.

Witnesses: (please provide address and phone numbers)

1. Terrence W. Tamarind W. Matthew W.	2. my minor children (909) 641-2194	3.
---------------------------------------	-------------------------------------	----

Property Damage (please describe the value and extent of the damage to your home, automobile or personal property: (Attach estimates, bills, or whatever documentation of damages you have)

no water to bathe for work. I immediately booked a hotel near work to solve your problem. I emailed receipts to Kathy Allberg.

Make: NA Model: NA Year: NA License #: NA Insurance Co.: NA Policy #: NA

Where you injured?: No: Yes: (if yes please complete the following)

Describe your injury (Identify your doctor(s)/Health care provider(s))

Are you still receiving Medical Treatment? No: Yes:

Employer: GW Consulting Type of Work: _____

Wage Loss? No: Yes: If Yes, rate of pay: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Date and Place (City and State) Yucaipa, CA Signature [Signature] 2/1/18

Identify each car and direction by numbered arrow.
Thus: —→ Show each car's position at the moment when collision occurred. Show direction and distance each vehicle traveled prior to collision by solid line(s).
Thus: - - - - - Show direction and distance traveled after collision by dotted line(s).
Thus: —○ Show pedestrian(s) by small circle. Thus: ○ Railroads by: + + + +

INDICATE NORTH
IN CIRCLE ABOVE

CONSTRUCTION AND CONDITION OF ROAD, WEATHER, TIME

CONCRETE	<input checked="" type="checkbox"/>	DRY	<input type="checkbox"/>	SMOOTH	<input type="checkbox"/>	CLEAR	<input type="checkbox"/>
GRAVEL	<input type="checkbox"/>	WET	<input checked="" type="checkbox"/>	ROUGH	<input type="checkbox"/>	RAINING	<input type="checkbox"/>
OILED	<input type="checkbox"/>	ICY	<input type="checkbox"/>	UPHILL	<input type="checkbox"/>	MISTY	<input type="checkbox"/>
DEET	<input type="checkbox"/>		<input type="checkbox"/>	DOWNHILL	<input type="checkbox"/>	FOG	<input type="checkbox"/>
ASPHALT	<input type="checkbox"/>		<input type="checkbox"/>	LEVEL	<input type="checkbox"/>	SNOW	<input type="checkbox"/>

ACCIDENT: 3 O'CLOCK AM PM

Automobile Accident Report

Date: _____

Name of Owner of Your Vehicle: NA

Model Year: _____ Make of Car: _____ Body Style: _____

State and License No. _____ Mileage: _____ IF Leased, by Whom Held _____

Name of Your Insurance Co. _____

Type of Insurance Carried _____

Name of Driver: _____ Address: _____ Phone No.: _____

Relationship of Driver _____ Driver's Date of Birth: _____ Driver's License No.: _____

To Owner: _____

Date of Accident: _____ Time: (AM / PM) _____ Location: (Address No. And Street) _____

City- Town: _____ State: _____

OCCUPANTS OF VEHICLE:

Name	Address	Approx. Age	Relation to Owner	Your Vehicle	Other Vehicle	Fed.	Injured
<u>NA</u>	<u>NA</u>						

Nature of Injuries: _____

Where Treated: _____ Name of Treating Physician: _____

DAMAGE TO PROPERTY OF OTHERS

Extent of Damage: _____

If Auto, Make of Vehicle: _____	State and License #: _____	Driver's License #: _____
Owner's Name _____	Address: _____	Phone: _____
Driver's Name (if different) _____	Address: _____	Phone: _____

Witnesses, (Include occupant's of Vehicle)

Name: _____	Address: _____	Phone: _____

Date: 2/11/18 Signature: [Signature]

Must Complete Back Page!

Your Hotwire confirmation number is 5497877716

Check-in	Check-out
Jan 22, 2018	Jan 27, 2018
3:00 PM	12:00 PM
+ Add nights before	+ Add nights after



Sheraton Gateway Los Angeles

6101 West Century Boulevard
Los Angeles, CA 90045

(310) 642-1111



 The linked image cannot be displayed. The file may have been moved, renamed, or deleted. Verify that the link points to the correct file and location.

Hotel confirmation #	C402349482
Hotel phone #	(310) 642-1111
Number of nights	5 nights
Check-in	Jan 22, 2018 3:00 PM + Add nights before
Check-out	Jan 27, 2018 12:00 PM + Add nights after
Room type	1 room(s) (1 king bed) + Add a room
Number of guests	Adults: 1
Primary guest	GWENIQUE WILLIAMS - must be present upon check-in
Account email	msgwenique@msn.com
Hotel amenities	Pet friendly, Boutique hotel, Airport shuttle, Smoke-free rooms, Fitness center, Pool(s), Restaurant(s), Business center, Self-service laundry, Internet access, Golf nearby, Children's activities, Accessible for hearing impaired, Accessible path of travel, In-room accessibility, Accessible bathroom, Accessible parking, Roll-in shower

Price summary (USD)

Room price	575.00 (115.00 per night)
Taxes and fees	149.00
Total (USD)	724.00 (Charged to Visa ending in ***** on Jan 22, 2018)

Sheraton Gateway Hotel Los Angeles
 6101 W. Century Boulevard
 Los Angeles, CA 90045
 United States
 Tel: 310-642-1111 Fax: 310-410-1267



Sheraton

Gwenique Williams
 PO BOX 8665
 REDLANDS, CA, 92375-1865

Page Number : 1 Invoice Nbr : 444263
 Guest Number : 4357824
 Folio ID : A
 Arrive Date : 22-JAN-18 07:10
 Depart Date : 27-JAN-18 17:53
 No. Of Guest : 1
 Room Number : 1450
 Club Account : SPG - A8986

Tax ID : 13-4228237
 Sheraton Gateway JAN-27-2018 18:00 ROROZCO

Date	Reference	Description	Charges (USD)	
Credits (USD)				
22-JAN-18	1450	-Guest Satisfaction		-50.00
24-JAN-18	1450	Tax And Assessment	7.10	
27-JAN-18	1450	Tourism Assessment	0.75	
27-JAN-18	1450	Early Dept/Late CO	50.00	
27-JAN-18	VM	Visa/Mastercard-1611		-7.85

Approve EMV Receipt for VM - 1611: no CVM
 IAD:06010A03602000 TVR:8080008000 AID:A0000000031010
 Application Label:VISA DEBIT TSI:6800 ARC:00
 CHIP READ

** Total 57.85 -57.85
 *** Balance 0.00

I agreed to pay all room & incidental charges.

Continued on the next page



Date: February 6, 2018

Prepared By: John Wrobel, Public Works Manager

Subject: Adoption of Resolution No. 2018-06 Adopting the Santa Ana Watershed Project Authority Resolution No. 2017-11 Establishing Local Limits and Best Management Practices Requirements for the Inland Empire Brineline

Recommendation: That the Board adopts Resolution No. 2018-06.

On October 3, 2017, the District conducted a public hearing and subsequently adopted Ordinance No. 57-2017 *Adopting the Santa Ana Watershed Project Authority Ordinance No. 8 Establishing Regulations for the Use of the Inland Empire Brineline and Santa Ana Watershed Project Authority Resolution No. 2017-11 of the Santa Ana Watershed Establishing Local Limits and Best Management Practices Requirements.*

The District should also adopt the Santa Ana Watershed Project Authority Resolution No. 2017-11 which establishes the local limits and best management practices.

RESOLUTION NO 2018-06

**A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT
ADOPTING THE SANTA ANA WATERSHED PROJECT AUTHORITY RESOLUTION
NO. 2017-11 ESTABLISHING LOCAL LIMITS AND BEST MANAGEMENT
PRACTICES REQUIREMENTS FOR THE INLAND EMPIRE BRINELINE**

WHEREAS, the Board of Directors of the Yucaipa Valley Water District have adopted the Santa Ana Watershed Project Authority (hereinafter "SAWPA") Ordinance No. 8, an Ordinance Establishing Regulations for the Use of the Santa Ana Regional Interceptor, now commonly referred to as the Inland Empire Brine Line (hereinafter "Brine Line"); and

WHEREAS, the Ordinance No. 8 provides for the establishment and implementation of pollutant limitations that are technically developed as Local Limits by Orange County Sanitation District pursuant to 40 Code of Federal Regulations 403.5(c) and amendments thereto; and

WHEREAS, Section 101.A.7 and Sections 201.L. and 201.O of SAWPA Ordinance No. 8 requires the prevention of discharges which are detrimental to Brine Line operations and could cause sanitary sewer overflows; and

WHEREAS, pollutant limitations and requirements shall be continually developed as necessary and shall be adopted by Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Yucaipa Valley Water District that the Santa Ana Watershed Project Authority Resolution No. 2017-11 is hereby adopted as local limits for discharges to the Inland Empire Brineline.

PASSED, APPROVED and ADOPTED this 6th day of February 2018.

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager

RESOLUTION NO. 2017-11**A RESOLUTION OF THE COMMISSION OF THE
SANTA ANA WATERSHED PROJECT AUTHORITY
ESTABLISHING LOCAL LIMITS AND BEST MANAGEMENT
PRACTICES REQUIREMENTS**

WHEREAS, the Commission of the Santa Ana Watershed Project Authority (hereinafter "SAWPA") adopted Ordinance No. 8 (hereinafter "Ordinance"), an Ordinance Establishing Regulations for the Use of the Santa Ana Regional Interceptor, now commonly referred to as the Inland Empire Brine Line (hereinafter "Brine Line"); and

WHEREAS, the Ordinance provides for the establishment and implementation of pollutant limitations that are technically developed as Local Limits by Orange County Sanitation District (hereinafter "OCSD") pursuant to 40 Code of Federal Regulations 403.5(c) and amendments thereto; and

WHEREAS, Section 101.A.7 and Sections 201.L. and 201.O of SAWPA Ordinance No. 8 requires the prevention of discharges which are detrimental to Brine Line operations and could cause sanitary sewer overflows; and

WHEREAS, high concentrations of Biochemical Oxygen Demand (BOD) and Fats, Oils, and Grease (FOG) have been detrimental to Brine Line operations necessitating limits and standards regarding concentration; and

WHEREAS, BOD is unlikely to cause adverse effects to the Brine Line in small quantities, and a de minimus volume, not to exceed 5,000 gpd is hereby established as an exception to the BOD demonstration value. Said discharges shall still comply with all other adopted limitations including but not limited to mass limitations, prohibited standards and other general and specific limitations; and

WHEREAS, it has been determined that significantly high concentrations of BOD have the potential to cause adverse effects to the Brine Line and that the implementation of effective Best Management Practices (BMPs) should substantially lower the incidence of said discharges; and

WHEREAS, it has been determined the Local Limit previously developed for the parameter of Dissolved Organic Carbon (DOC) is no longer necessary and has been removed; and

WHEREAS, OCSD developed new prohibitions, limitations, and requirements with the establishment of Ordinance No. OCSD-48; and

WHEREAS, limitations and requirements are necessary to assure compliance with OCSD's National Pollutant Discharge Elimination System (hereafter NPDES) Permit, including the prohibition against pass through of any pollutants that can cause a violation of the NPDES Permit or cause an interference with OCSD's Publicly Owned Treatment Works (hereafter POTW), to protect OCSD's POTW and its workers, to reclaim and reuse municipal waters and

Resolution No. 2017-11

Page 2

sludges, and to comply with agreements between SAWPA and OCSD, this resolution establishes the authority, implements provisions and FINDS:

- A. That OCSD is required by federal and state law, including the Clean Water Act (33 U.S.C. 1251, et seq.), the General Pretreatment Regulations (40 CFR 403), and the Porter- Cologne Water Quality Control Act (Water Code Sections 13000, et seq.), to implement and enforce a program for the regulation of Wastewater discharges to OCSD's sewers; and
- B. That OCSD is required by federal, state, and local law to meet applicable standards of treatment plant effluent quality; and
- C. That SAWPA is the Delegated Control Authority (DCA) acting under OCSD, who is the Control Authority (CA); and
- D. That the roles and authorities of CA and DCA are also defined to the extent in
 1. Memorandum of Understanding Between Santa Ana Watershed Project Authority and County Sanitation Districts of Orange County Governing Quality Control of Wastewaters Discharged to the Santa Ana Regional Interceptor, effective April 1, 1991 (1991 MOU);
 2. Wastewater Treatment and Disposal Agreement between County Sanitation Districts Nos. 1, 2, 3, 5, 6, 7, 11, 13, and 14 of Orange County, California (collectively "Districts"), each of which is a county sanitation district organized and existing pursuant to California Health & Safety Code section 4700 et seq., effective July 24, 1996 (1996 Agreement);
 3. First Amendment to Wastewater Treatment and Disposal Agreement between the SAWPA and OCSD, effective as of November 21, 2013 (2013 Amendment);
 4. SAWPA Pretreatment Program Side Letter between the Santa Ana Watershed Project Authority and the Orange County Sanitation District, effective on March 13, 2014 (2014 Side Letter);
 5. 1972 Wastewater Interceptor Capacity Agreement between the Santa Ana Watershed Project Authority and the Orange County Sanitation District, effective as of April 12, 1972;
 6. Ordinance No. OCSD-48, An Ordinance of the Board of Directors of the Orange County Sanitation District Amending Wastewater Discharge Regulations, and Repealing Ordinance No. OCSD-39;
- E. That the adoption of this resolution is statutorily exempt under the California Environmental Quality Act pursuant to the provisions of Public Resources Code Section 21080(b)(8) and California Code of Regulations Section 15273(a) and categorically exempt pursuant to California Code of Regulations Sections 15307 and 15308.; and

WHEREAS, pollutant limitations and requirements shall be continually developed as necessary and shall be adopted by Resolution;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the Santa Ana Watershed Project Authority hereby establishes, determines, and orders:

Section 1. The Commission hereby establishes the following Local Limits and Best Management Practices (BMP) Requirements:

LOCAL NON-DOMESTIC WASTEWATER LIMITATIONS CONCENTRATION VALUES

Pollutant ⁽¹⁾	Maximum Daily Limit (mg/L)
1,4-dioxane	1.0
Arsenic	2.0
Cadmium	1.0
Chromium (Total)	20.0
Copper	3.0
Lead	2.0
Mercury	0.03
Nickel	10.0
Selenium	3.9
Silver	15.0
Zinc	10.0
Cyanide (Total)	5.0
Molybdenum	2.3
Polychlorinated biphenyls (PCB)	0.01
Pesticides	0.01
Sulfide (Total)	5.0
Sulfide (Dissolved)	0.5
Oil and Grease (Mineral/Petroleum Oil Origin) ⁽²⁾	100.0
Fats, Oil and Grease (FOG)	500.0

⁽¹⁾ Users subject to Federal Categorical Pretreatment Standards may be required to meet more stringent limits.

⁽²⁾ Oil and Grease of mineral or Petroleum Origin is also known as Petroleum Oil and Grease Silica Gel Treated n-Hexane Extractable Material.

MASS (LBS/DAY) LIMITATION

Pollutant	Maximum Daily Limit (lbs/day)
Ammonia	Report (**)
Biochemical Oxygen Demand	Report (**)

(**) Users may be required to monitor for and report the analytical results for required parameters at a frequency as specified in a wastewater discharge permit or other control mechanism.

BEST MANAGEMENT PRACTICES (BMP) REQUIREMENTS**

Pollutant	Average Daily Concentration (mg/L) During any Month
Biochemical Oxygen Demand	12,000

**** BMP Requirements apply to permitted users with flow volumes greater than 5,000 gpd (calculated as a seven-day average) which cannot achieve consistent compliance with the BMP demonstration value listed above. Said users shall be required, as a condition of their Waste Discharge Permit, to develop BMPs which include, but are not limited to:**

- a. Identifying and evaluating the source and volumes of pollutants being discharged to the Brine Line;
- b. Implementing spill prevention and countermeasures plans;
- c. Evaluating additional treatment or disposal options; and
- d. Evaluating recycle or reuse opportunities.

Section 2. pH shall be between 6.0 and 12.0.

Section 3. In those cases where a SAWPA Industrial Non-Process Wastestream is comingled with a SAWPA Industrial Process Wastestream, as defined by Ordinance, prior to a designated monitoring point the SAWPA Wastestream Correction Formula may be used to adjust the Local Limits to account for the presence of SAWPA Industrial Non-Process Wastestreams.

$$C_A = \frac{C_C(\sum_{N=1}^M F_N)}{F_T}$$

Where: C_A = Adjusted Local Limit to account for Industrial Non-Process Wastestream(s)

- C_C = Local Limit for the pollutant constituent
- F_N = Average daily flow for SAWPA Industrial Process Wastestream N
- F_T = Average daily flow for all wastestreams through the sample point
- M = Total number of SAWPA Industrial Process Wastestreams

Section 4. The Local Limits and BMP Requirements established by this Resolution shall become effective immediately. Industry Specific BMP Requirements will be incorporated as a permit condition that includes a compliance schedule which shall not exceed one (1) year from the effective date of the permit change. All previous Resolutions and Ordinances relating to Local Limits are hereby rescinded in their entirety.

ADOPTED THIS 19th day of September, 2017.

Santa Ana Watershed Project Authority

By: 
Susan Lien Longville, Chair

Attest:

Kelly Berry, CMC
Clerk of the Board



Date: February 6, 2018

Prepared By: Matthew Porras, Management Analyst

Subject: Adoption of Resolution No. 2018-07 Updating the Water Meter Installation Fee for Drinking Water and Recycled Water

Recommendation: That the Board adopts Resolution No. 2018-07.

District staff compiled the current actual cost of the parts, labor, and overhead to achieve the 2018 Meter Installation Fee. As shown in the table below, each common meter set either remained the same or decreased.

Meter Installation Fee				
Meter Installation Type	Actual 2011-16	Actual 2017	Proposed 2018	Increase / (Decrease) from 2017
1" Drinking Water Meter set with Fire Sprinklers on Dual Plumbed Residence	\$375.00	\$1,085.00	\$1,030.00	(\$55.00)
1" Drinking Water Meter set with Fire Sprinklers	\$375.00	\$910.00	\$860.00	(\$50.00)
3/4" Drinking Water Meter Set	\$325.00	\$490.00	\$490.00	\$0.00
1" Recycled Water Meter Set	\$375.00	\$570.00	\$560.00	(\$10.00)
3/4" Recycled Water Meter Set	\$325.00	\$490.00	\$490.00	\$0.00

District staff recommends the update of the Meter Installation Fee to meet the current actual cost reflected in the 2018 Meter Installation Fee.

RESOLUTION NO. 2018-07

RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT UPDATING THE WATER METER INSTALLATION FEE FOR DRINKING WATER AND RECYCLED WATER

WHEREAS, the Yucaipa Valley Water District (the “District”) has updated the cost for installing drinking water and recycled water meters based on the latest actual cost evaluation associated with providing this service; and

WHEREAS, the District has updated the water meter service standards and individual parts list to address residential fire sprinkler requirements, dual-plumbed backflow protection, and automated meter infrastructure technology; and

WHEREAS, the District staff has presented the cost information and options for cost recovery at publicly noticed board workshops.

NOW, THEREFORE, the Board of Directors of Yucaipa Valley Water District, based on the foregoing Recitals, do hereby RESOLVE, DETERMINE, AND ORDER as follows:

1. Drinking Water and Recycled Water Meter Installation Charge. The cost associated with the installation of water meters shall be as follows:

Classification of Water Meter Installation	Water Meter Installation Fee
¾” Drinking Water Meter Installation	\$490
¾” Recycled Water Meter Installation	\$490
1” Recycled Water Meter Installation	\$560
1” Drinking Water Meter Installation with Fire Sprinklers	\$860
1” Drinking Water Meter Installation with Fire Sprinklers at a Dual-Plumbed Residential Dwelling	\$1,030

The Water Meter Installation Fee shall be paid prior to scheduling the installation of the water meter.

2. Larger Drinking Water and Recycled Water Meter Installation Charge. The charge for the installation of a larger water meter and/or a water meter classification not provided above shall be the actual cost of all labor, material, and equipment charges, plus employee benefits, overhead, and administrative surcharges pursuant to the latest District resolution. A deposit of the estimated water meter installation cost shall be paid prior to scheduling the work. Any variance from the estimated water meter installation cost shall be remedied by District staff

and the customer within 30 days following the activation of the water meter. Typical delinquent charges shall apply for unpaid amounts owed to the District.

3. Effective Date. Previous resolutions regarding water meter installation charges are hereby superseded and replaced by the applicable sections identified above. This Resolution shall be effective immediately and shall remain in effect until such time as it is rescinded or superseded.

PASSED, APPROVED and ADOPTED this 6th day of February 2018.

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



Date: February 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Discussion and Consideration of the San Bernardino Basin Groundwater Council Framework Agreement

Recommendation: That the Board authorizes the General Manager to execute the San Bernardino Basin Groundwater Council Framework Agreement.

The San Bernardino Valley has experienced historically low rainfall and hot summers, causing a drought of some 20 years, and counting. The groundwater storage levels in the San Bernardino Basin are at an all time low. The *San Bernardino Valley Regional Urban Water Management Plan* shows that the valley does not have enough local water supplies to meet the projected demands into the future. Statewide, this recent drought caused the Governor to declare a state of emergency.

As a result, the California Legislature enacted the Sustainable Groundwater Management Act of 2014 (SGMA), in September 2014. This act established a statewide framework for the sustainable management of groundwater resources, which focuses on granting new authorities and responsibilities to local agencies. Ensuring water supply reliability and long-term groundwater sustainability has become even more important as a result of the long-term drought and the reduced availability of State Project Water from Northern California. While adjudicated basins such as the San Bernardino Basin Area (SBBA), including the Bunker Hill Groundwater Basin, are not subject to most provisions of the act, water managers are expected to manage the SBBA in accordance with the sustainability principals to avoid deleterious impacts on the basin.

In 2015, local water agencies began meeting to identify and develop a Groundwater Sustainability Council for the SBBA, now known as the Groundwater Council (GC). Many agencies and cities approved a Memorandum of Understanding in November, 2015, agreeing to develop this GC. The goals of the GC formation group were to identify the water resources to ensure a sustainable water supply into the future, and to equitably share the cost of those resources amongst the pumpers.

The underlying principles that drove this effort were that the groundwater basin is a shared resource, and we all have a shared responsibility to avoid the classic “tragedy of the commons,” where this responsibility is being shouldered by some but not all groundwater producers. In the dozens of meetings over the past two years, and hundreds of hours invested by the organizers, two primary products were developed: 1) a method to equitably allocate the costs of sustainable basin management, and 2) a five-year agreement (GC Agreement) that lays out an organizational structure to administer the process.

These principles, and the procedures developed to implement them, have been incorporated into a “San Bernardino Basin Groundwater Council Framework Agreement,” which is now submitted for the for review and approval. Signing the GC Agreement represents a commitment to

collaboratively develop funding to purchase supplemental water supplies adequate to ensure a sustainable water supply, into the foreseeable future.

The GC Agreement includes an Equitable Allocation Model (EAM) developed by the Basin Technical Advisory Committee (BTAC), the technical collaborative group that for years has been cooperatively analyzing and developing policies for regional water management. The Equitable Allocation Model is a methodology to share costs under the GC Agreement. It seeks to balance historical water rights with current water demands on, and contributions to, basin water supplies. While somewhat technical in expression, the EAM is a result of years of work by stakeholders in the Basin. The EAM proportions the water cost based upon an agency's "gap" between its own supplies and demand. This method recognizes an agency's investment in water conservation and other supplies like surface water and recycled water. It represents a middle ground that copes with the reality of present water use and supply, while recognizing historical efforts and investments in developing water rights.

It also includes an Operations and Maintenance cost component for groundwater recharge facilities. For GC participants, this O&M charge component will replace the San Bernardino Valley Water Conservation District's groundwater charges. The EAM proportions O&M costs based on the most recent groundwater pumping patterns.

Together with the GC Agreement, the EAM represents the joint efforts major Basin producers to fulfill the original principles of the sustainability process. The Groundwater Council formed by the agreement will coordinate supplemental water purchases, primarily from the State Water Project. These purchases will replace the current "ad hoc" method of water purchases, to implement more strategic, long-range sustainability, and assure steady, reliable funding for facilities maintenance.

Participation in the GC is open to groundwater producers in the San Bernardino Basin Area. The pumpers include: City of Colton, City of Redlands, City of Rialto, City of San Bernardino Municipal Water Department, City of Loma Linda, East Valley Water District, West Valley Water District, San Bernardino Valley Municipal Water District, San Bernardino Valley Water Conservation District, Fontana Water Company, Western Municipal Water District, Yucaipa Valley Water District, Bear Valley Mutual Water Company, and Loma Linda University. Membership is secured by signing the Agreement.

The GC formation group intentionally developed the GC Agreement with limited powers. It also defined the responsibilities and protections for the parties. The GC has limited authority and each party's board or council retains control and directs their executive's participation.

Because the GC Agreement is proposed for a limited five (5) year initial term, the parties can revisit the agreement as its workings evolve, and determine if any changes or extensions are warranted. In addition, the GC Agreement, as written, requires an 80 percent (80%) supermajority of weighted votes for budget and critical policy decisions in order to obtain consensus.

The GC Agreement has straightforward provisions for leadership, organization and budget. The GC will develop its budget early in the calendar year so as harmonize with the parties' respective budgeting processes. A table and chart are attached with initial estimated costs and voting weights, assuming full participation.

SAN BERNARDINO BASIN GROUNDWATER COUNCIL FRAMEWORK AGREEMENT

This SAN BERNARDINO BASIN **GROUNDWATER COUNCIL FRAMEWORK AGREEMENT** (“**Agreement**”) is entered into and effective this ___ day of _____, 2018 by and among the City of Colton (“**Colton**”), the City of Redlands (“**Redlands**”), the City of Rialto (“**Rialto**”), the City of San Bernardino Municipal Water Department (“**SBMWD**”), City of Loma Linda (“**Loma Linda**”), East Valley Water District (“**East Valley**”), San Bernardino Valley Municipal Water District (“**Valley District**”), San Bernardino Valley Water Conservation District (“**Conservation District**”), Fontana Water Company (“**FWC**”), West Valley Water District (“**WVWD**”), Yucaipa Valley Water District (“**Yucaipa**”), Bear Valley Mutual Water Company (“**BVMWC**”), and Loma Linda University (“**LLU**”) each of which is referred to as a “**Party**,” for the purpose of coordinating the development and implementation of groundwater management activities that individually or cumulatively address groundwater management in the Bunker Hill Sub-basin of the Upper Santa Ana Valley Basin (“**Basin**”), and achieving groundwater sustainability throughout the Basin.

RECITALS

WHEREAS, the Parties to this Agreement all overlie, produce water from, or are otherwise interested in the management and long-term sustainability of the groundwater basin identified as the San Bernardino Basin Area; and

WHEREAS, California Department of Water Resources’ (“**DWR**”) Bulletin 118 defines the Upper Santa Ana Valley Bunker Hill Sub-basin (No. 8-002.06), the boundaries of which, as defined therein and as may be amended in the future, constitute the limits of the Basin covered hereunder. A map depicting that Basin is attached hereto as Exhibit A. DWR Bulletin 118 presently classifies the Bunker Hill Basin as high priority.

WHEREAS, surface water and groundwater supplies in large portions of the Basin are governed by a number of judicial decrees and contracts, including but not limited to the *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Big Bear Municipal Water District v. North Fork Water Company*, San Bernardino Superior Court Case No. SCV 165493, and *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924).

WHEREAS, Water Code § 10720.8(a) identifies the San Bernardino Basin Area as an adjudicated area. As such, this area is exempt from the Sustainable Groundwater Management Act (SGMA) passed by the California Legislature in September 2014, other than providing certain kinds of data to DWR per Water Code § 10720.8(f).

WHEREAS, notwithstanding that the Basin is not required to comply with SGMA, the Parties to this Agreement wish to collaborate their efforts to identify their respective access to and application of imported water supplies, and to harmonize use of such supplies with available groundwater in the Basin. The goal is to ensure that the water imported into the Basin, and the

facilities used to apply both imported and native water supplies to productive beneficial use, will all be maintained and managed in a manner that will be sustainable over the long-term. The Parties recognize that the key to success in this effort will be coordination of amounts and areas of recharge in different parts of the Basin, by acting in conjunction with other groundwater management entities active in portions of the Basin.

WHEREAS, the purpose of ensuring water supply reliability and long-term effectiveness and viability of recharge facilities has become even more important as a result of recently experienced low groundwater storage levels and the reduction of imported water supplies, due to environmental and other restrictions. One purpose of this Agreement is to facilitate the cooperation of the Parties to ensure a reliable and conjunctively utilized water supply of replenishment water that can prevent overdraft or other negative impacts from occurring during an extended drought, and for the foreseeable future.

WHEREAS, the Parties, individually and collectively, have the goal of cost effective cooperative groundwater management that considers the interests and concerns of all of the communities and parties that rely upon the Basin for their water supply.

WHEREAS, the Parties hereby enter into this Agreement to establish the San Bernardino Basin Groundwater Council (“GC”) to undertake the preliminary steps necessary to prepare for and coordinate the management of groundwater supply resources throughout the Basin, and to coordinate maintenance of conveyance and recharge facilities to expedite such management. The GC will coordinate with existing groundwater management agencies in the Basin as well as the individual Ex Officio participants, as defined below, and will be responsible for ensuring overall coordination and sustainable management of the Basin.

WHEREAS, the Parties have agreed that the preliminary steps of GC formation will include preparation of formation documents and procedures, the possible hiring of needed experts, and the development of a budget for this GC as memorialized in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Parties hereby agree as follows:

1. DEFINITIONS

1.1 **Definitions**. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 “***Agreement***” means this Groundwater Council Agreement.

1.1.2 “***Plaintiff***” means any of the following entities: City of Riverside, Riverside Highlands Water Company, Meeks and Daley Water Company, Regents of University of California, or Western Municipal Water District as named in the 1969 Judgment in Case Number 78426, *Western Municipal Water District of Riverside County et al. vs. East San Bernardino County Water District et al.*“

1.1.3 “**Annual Basin Groundwater Report**” shall mean the annual report prepared by the Groundwater Council, to cover topics including but not limited to the following: annual production, recharge, environmental issues, exchanges, and all other actions and topics material to groundwater conditions in the Basin. In preparing such report, the Groundwater Council may consult with, and draw from, data and information provided by the Watermaster and Conservation District and other reliable sources regarding annual groundwater conditions. The Annual Basin Groundwater Report is not intended to supplement or supplant the annual reports of the various Watermasters operating within the Basin that are filed with the Superior Court or any Watermasters’ required reporting under the Sustainable Groundwater Management Act (SGMA).

1.1.4 “**Basin**” shall mean the Upper Santa Ana Valley Bunker Hill Groundwater Basin, Sub-basin 8-002.06, as designated in DWR’s Bulletin No. 118, and as its boundaries may be modified from time to time through the procedures described in California Water Code § 10722.2.

1.1.5 “**Groundwater Council**” or “**GC**” or shall mean the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council, the oversight body coordinating the management, replenishment, and preservation of groundwater supply and quality of the Basin. The GC shall be composed of representatives of each Party and should they decide to participate, a representative of any other groundwater management authority over any portion of the Basin, as further provided herein. The GC’s duties shall include the integration and coordination of the use of imported water supplies for replenishment of the Basin, facilitation of implementation of GC policies and initiatives through the legal authorities of its members, management of budgeting and funding for the maintenance, development, and management of regional groundwater infrastructure, and dispute resolution that may occur within or between the Parties or Ex Officio members of the GC.

1.1.6 “**BTAC**” shall mean the Basin Technical Advisory Committee, as originally created under the auspices of the Upper Santa Ana River Watershed Integrated Regional Water Management Plan, as such Committee may be modified from time to allow for the additional participation of one or more Parties to this Agreement. The BTAC may be tasked to undertake specified actions in support of the GC.

1.1.7 “**Effective Date**” shall mean the date that a majority of the Parties approve of and enter into the Agreement.

1.1.8 “**Equitable Allocation**” shall mean the manner of determining the facilities’ operations and maintenance (“O&M”) costs, and supplemental water cost, for each Party based on the annual approved budget. This allocation will be performed pursuant to the formulas and procedures described in Exhibit B of this Agreement. The allocation shall determine the portion of equitable O&M cost, and the portion of equitable water cost, to be apportioned to each Party or other participant for the applicable GC budget year. These allocations shall also be used to determine the voting weight afforded to each voting member of the GC, under this Agreement and further procedural processes as may be developed by the GC.

1.1.9 “**Ex Officio participant**” shall mean those entities that participate in the GC by virtue of their status as plaintiffs or successors in interest to plaintiffs in *Western*

Municipal Water District of Riverside County v. East San Bernardino County Water District et al. (Riverside County Superior Court Case No. 78426, April 17, 1969), but which shall not be a considered Parties to this Agreement.

1.1.10 “*Cost Share*” shall mean that portion of the overall annual operating costs of the GC, assigned to a Party pursuant to the Equitable Allocation, as determined in the annual budget of the GC.

2. TERM

2.1 This Agreement shall become operative on the Effective Date. If an eligible Party has not executed this Agreement by June 30, 2018, such party may join this GC Agreement only as an additional member of the GC, pursuant to Section 3.5, below.

2.2 This Agreement shall remain in effect for a period of five (5) years following the Effective Date, unless earlier terminated by the unanimous written consent of all then-active Parties, provided, however, that this Agreement shall remain in effect during the term of any contractual obligation or indebtedness of the GC that was previously approved by the GC.

2.3 Any Party shall have the ability to withdraw from this Agreement upon serving written notice of its intention to withdraw on all other Parties at least twelve (12) months before that Party’s withdrawal becomes effective. Such notice shall be served on the GC at a regularly scheduled meeting and on each of the Parties to this Agreement separately. The withdrawing Party may withdraw upon eighty percent (80%) approval of the voting members of the GC.

2.4 Any Ex Officio participant in the GC shall have the ability to withdraw from participation in the GC upon thirty (30) days written notice to the Parties.

3. COUNCIL CREATION AND PURPOSE

3.1 Creation of the GC. There is hereby created the Upper Santa Ana Valley Bunker Hill Basin Groundwater Council. The GC shall be, to the extent permitted by law, the forum within which the Parties shall coordinate the access to and utilization of imported water supplies for application to the recharge and replenishment of the Basin, and for the maintenance, and repair of recharge and conveyance facilities for both native and imported supplies to replenish the Basin, consistent with applicable law and judicial decrees.

3.2 Purpose of the Agreement. The purpose of this Agreement, and the creation of the GC, is to provide for the funding, integration, and coordination of the management of imported water and associated groundwater replenishment facilities of the Basin. The purpose is also the facilitation of implementation of policies and initiatives through the legal authorities of one or more Parties, for the purpose of cooperatively managing certain aspects of the Basin, including but not limited to accessing and applying imported water supplies to augment and complement native water supplies, toward the goal of maintaining the long-term yield of the Basin and ensuring that overdraft or other negative impacts are prevented in the future and eliminated over time; and undertaking imported water replenishment activities that are approved by the GC and included in the annual approved budget.

3.3 Membership of the GC. The GC shall consist of a representative from each Party. One party may serve in multiple representative roles, and this will be accounted for in the Equitable Allocation. GC Members shall be appointed in the manner set forth in Section 3.4 of this Agreement.

3.4 Appointment of Members to the GC. Each Party or other entity entitled to membership on the GC shall appoint one representative member of the GC, who shall be the senior executive management level employee of the Party, or a senior executive management-level employee of other recognized groundwater management entity. Each eligible member may determine its own process for appointing its representative member. Members of the GC shall serve throughout the term of this agreement, provided that such members may be subject to removal and replacement by the appointing Party in the event the representative is no longer in the employ of the appointing Party.

3.5 Additional Members. The GC may permit admission of additional members upon an eighty percent (80%) vote of the Equitable Allocation weighted votes among all then-existing Parties, upon such terms and conditions as the GC in its discretion may impose. Such conditions may include requiring contributions to any GC initiatives for securing imported water supplies, or maintenance and operations expenses of groundwater replenishment facilities, to assure equitable distribution of the costs of such initiatives or facilities to those benefitting from them.

3.6 Ex Officio Participants. The GC shall include the plaintiff parties or the successors in interest to the plaintiff parties in *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969) as “Ex Officio” participants, unless any Ex-Oficio participant withdraws from the GC pursuant to Section 2.4, above. Such Ex-Oficio participants shall not have the ability to vote on any matters before the GC, but shall be permitted to provide input and other support for GC efforts. Notwithstanding any other provision of this Agreement, and except as otherwise provided in other agreements, judgments or settlements, Ex Officio participants shall not be liable for any costs or fees associated with the GC or its activities related to importing groundwater into the Basin and shall not be considered “members” of the GC as that term is used in this Agreement. Ex Officio participants may jointly execute a separate agreement with the Conservation District that will provide for the annual payment of no more than 27.95% of costs associated with the recharge of native waters.

4. COUNCIL MEETINGS AND ACTIONS

4.1 Initial Meeting. The initial meeting of the GC shall be held at a location overlying the Basin within forty-five days (45) days of the Effective Date of this Agreement. At the initial meeting the GC shall select a President to chair its meetings, a Vice President to serve if the President is unavailable, a Secretary to record GC proceedings and actions, and any other officers it deems appropriate to the successful and efficient conduct of its business.

4.2 Regular Meeting Schedule and Rules of Proceeding. The GC shall establish a regular meeting time and place at its initial meeting. The GC may vote to change the regular meeting time and place, provided that the new location remains at a place overlying the

Basin. The GC may adopt, promulgate, repeal, or revise further rules of debate, presentation of motions, voting and proxies, process, or proceedings, as it may deem appropriate.

4.3 Quorum. A quorum of the GC shall consist of majority of the total Equitable Allocation weighted votes among all voting members. In the absence of a quorum, no business may be transacted beyond the adjournment of a meeting by the remaining members. For efficiency, business may be discussed and action recommended for the consent calendar ratification at the next regular meeting. A member shall be deemed present for the determination of a quorum if the member is present at the meeting in person, or if they participate in the meeting telephonically upon such rules and procedures as the GC may promulgate.

4.4 GC Voting Rights. Each voting member of the GC shall have its Equitable Allocation weighted vote, as such may be revised from time to time either (a) pursuant to pre-negotiated mechanisms for the adjustment of the Equitable Allocation, due to fluctuations in the groundwater production or other criteria on which the initial Equitable Allocation is based, or (b) by an eighty percent (80%) vote of the total Equitable Allocation voting weight held by all voting members. Exhibit B indicates the voting rights of each party, and shall be modified periodically as specified in the procedures included in Exhibit B.

4.4.1 Fiscal items, including but not limited to, approval of the annual budget of the GC and any expenditures, shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all Equitable Allocation voting weight. To the extent the GC may form groups which contain less than all members for projects where not all members are participants, such committees will have an additional committee agreement identifying the requirements of committee members, and voting requirements attending fiscal obligations of such committees.

4.4.2 Any change in annual contributions necessary to support the work of the GC shall require an affirmative vote by a supermajority constituting eighty percent (80%) of all of all Equitable Allocation voting weight.

4.5 Minutes. The GC shall cause minutes to be kept of all meetings of the GC and any appointed Standing Committees. The GC shall further cause a copy of draft minutes to be forwarded to each member of the GC and to each Party and Ex Officio member, which may be done electronically, or by way of posting to a commonly available website or digital portal.

4.6 Annual Budgeting and Expenditure Approval.

4.6.1 The fiscal year of the GC shall be July 1 through June 30. The GC shall develop, circulate, and approve an annual budget for the funding of bringing imported water supply to the Basin, and for the maintenance and repair of groundwater recharge or water conveyance facilities serving replenishment of the Basin. The Budget shall be prepared by a Budget Committee, which shall consist of three (3) member Parties of the GC appointed by a qualifying vote of at least 80% of the weighted Equitable Allocation, no later than January 31 of the fiscal year prior to the one for which the budget is to operate. The Budget Committee shall coordinate with BTAC and Valley District as the State Water Project Contractor, to determine the likely allocation of available State Water Project imported water supplies, and other available non-native sources of imported water, the likely unit cost of such imported water, and the recharge needs of the Basin, in terms of quantities of water, locations where Basin conditions would most benefit from imported recharge, condition and availability of facilities to accomplish such recharge, and cost. From these sources, the Budget Committee shall prepare a budget that recommends all of the following:

- (a) the amount of imported water supplies proposed to be bought or otherwise acquired by GC members in the coming year;
- (b) the recommended application or distribution of such imported water supplies to various parts of the Basin;
- (c) the estimated cost of all ongoing maintenance, repair, and operation costs for then-existing groundwater recharge and conveyance facilities serving to replenish the Basin;
- (d) any administrative costs of the GC; and
- (e) proposed allocation of all expenditures in the Budget among GC members as their portion of the Cost Share based upon the Equitable Allocation Model.

4.6.2 No later than March 1 prior to the beginning of the year for which the budget is to operate, the Budget Committee shall present and circulate to all GC members the proposed Budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Budget Committee, or its designee, shall make itself reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget.

4.6.3 No later than sixty (60) days after presentation of the budget by the Budget Committee, the GC shall meet to deliberate and pass upon the budget. The GC may accept, reject, or modify in any way the budget as proposed by the Budget Committee. Adoption of the budget shall require an eighty percent (80%) vote of the weighted Equitable Allocation, provided, however, that if a segregable portion or portions of the budget can be identified which prevent the overall budget from obtaining an eighty percent (80%) approval vote, the GC shall pass those portions of the budget upon which an eighty percent (80%) majority can be achieved, and shall refer those portions upon which approval cannot be obtained back to the Budget Committee for further recommendation on how such portions might be eliminated, reduced in scope or cost, or

otherwise modified, and represented to the GC for eighty percent (80%) approval. No portion of the GC budget imposing any expenditures on any Party shall be approved or adopted on less than an eighty percent (80%) vote of the Equitable Allocation weighted voting, but the inability to secure an eighty percent (80%) vote on segregable portions of the budget shall not prevent the GC from implementing, and proceeding with, those portions of the budget which secured the required eighty percent (80%) approval.

4.7 The Valley District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all imported water supplies. The Conservation District shall perform the accounting and revenue collection functions of the GC in tracking and securing the funding from the GC members pursuant to the approved annual budget, and consistent with the approved cost allocations among the GC members therein, for all facilities costs. The Conservation District shall credit each Party or Ex Officio participant otherwise subject to the Conservation District's groundwater charge, in the amounts such Party contributes to the GC budget for facilities costs that would be encompassed in that groundwater charge, in order to prevent double collection of such costs with the Conservation District's groundwater charges. Groundwater charges payable by the Ex Officio Participants may be suspended as part of the separate funding agreement outlined in Section 4.8. In the event of any delinquency, either Valley District or the Conservation District may request the GC to appoint it, or any other GC member or group of members, to represent the GC in securing collection of unpaid and owing amounts from any delinquent member or members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent the GC authorizes to go forward with them, and may be added as an administrative cost to other members, or as a credit against future amounts owing to the GC from such authorized agent.

4.8 Ex Officio participants will not be subject to the Conservation District's groundwater charges as long as a separate funding agreement as outlined in this Section 4.8 is in effect. Ex Officio participants may jointly negotiate and execute a separate agreement with the Conservation District and/or Valley District that will provide for the annual payment of up to 27.95% of costs associated with the recharge of native waters. As of the Effective Date of this Agreement, Ex Officio participants understood the estimated annual costs associated with water recharge, both native and imported, to be \$800,000 for Conservation District activities and \$200,000 for activities that may occur in recharge basins outside of the Conservation District's control. Ex Officio participants, via the separate funding agreement, may agree to collectively pay no more than 27.95% of the cost for recharge of native waters. In any such agreement, in the event that imported water is recharged and the costs for such activity are comingled with the cost for recharge of native water, the Conservation District and/or Valley District will pro-rate the costs associated with recharge to separate the costs for native and imported water recharge. Ex Officio participants are not intended to be charged for the costs of recharge of imported water or associated capital, the operations and maintenance for imported supplies, or any other costs not expressly agreed to in the separate funding agreement.

4.9 No later than six (6) months into the budget year for which any budget is adopted by the GC, the Budget Committee shall prepare a year-in-process budget review, to assess the validity and accuracy of the presumptions upon which the budget was based, identify any budget savings or additional expenditures, assess any additional opportunities for groundwater replenishment that may have come available since the passing of the budget, and otherwise assess and recommend to the GC any potential amendment to the existing year

budget, or suggestions for the following year's budget, as changing conditions may warrant. *(This section may not be needed based upon finalization of the Equitable Allocation formula.)*

5. COUNCIL POWERS AND DUTIES

5.1 The GC shall exercise the following powers:

5.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the GC.

5.1.2 To produce an Annual Basin Groundwater Report, using as may be appropriate data regarding groundwater conditions available from the Watermaster, the Conservation District, or other sources.

5.1.3 To monitor groundwater production and extractions in coordination with BTAC and pertinent local groundwater management agencies.

5.1.4 To make, after consultation with BTAC, annual recommendations for the amount of additional artificial recharge for the Basin from imported sources as a complement to native sources, and to plan for the development and application of such additional sources of recharge.

5.1.5 To establish as-needed Ad Hoc and Standing advisory committees for the purpose of making recommendations to the GC. Committees shall exist for the term specified in the action creating the committee, and the GC may dissolve a committee at any time through an eighty percent (80%) majority vote of Equitable Allocation voting weight.

5.1.6 To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to appoint agents and representatives to employ such other staff persons as necessary. The BTAC will provide technical support for the GC, upon such terms as the GC and BTAC shall agree in writing. Ex Officio members shall not be responsible for BTAC costs.

5.2 In addition to the above-referenced powers, the GC may, by an eighty percent (80%) vote of the Equitable Allocation, decide to activate and exercise any or all of the following additional powers:

5.2.1 To collect and monitor all data related and beneficial to the development, adoption and implementation of appropriate groundwater level management for the Basin.

5.2.2 To collect charges from GC members as authorized in the approved budget.

5.2.3 To cooperate, act in conjunction, and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals,

or any of them, for any and all purposes necessary or convenient for the purposes of this Agreement.

5.2.4 To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the GC.

5.2.5 As may be permitted by law, to apply for and accept grants, contributions, donations and loans, including under any federal, state or local programs for assistance in developing or implementing any of its projects or programs in connection with any project undertaken in the GC's name.

5.2.6 To acquire lease, purchase, construct, hold, manage, maintain, operate and dispose of any buildings, property, water rights, works or improvements within and without the respective boundaries of the Parties necessary to accomplish the purposes described herein, or to assist any Party in doing so.

5.2.7 To implement the Cost Share in a manner that qualifies as a pass through charge under the Constitutional requirements of Proposition 218 and similar revenue-raising requirements.

5.2.8 To exercise any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Parties to this Agreement.

5.2.9 In addition to the above, and to the extent not directly represented on the GC, the GC shall coordinate its efforts with the agencies that are charged with implementing all applicable judicial decrees governing the Basin.

6. FUNDING GC ACTIVITIES

Funding for GC activities shall be provided pursuant to an expense sharing mechanism described in more detail in Exhibit B hereto. This mechanism is based in part on a regional sharing of Operation and Maintenance costs for San Bernardino Basin Area recharge activities, as those Operation and Maintenance costs shall be determined by the GC in its annual budgeting, in conjunction with BTAC. All Parties shall share in the Operation and Maintenance cost components. Ex Officio participants shall not share in any costs which are attributable to bringing imported water to the Basin nor its recharge, but all other Parties shall participate in such costs, pursuant to the Equitable Allocation attached as Exhibit B hereto. Ex Officio participants intend to, through separate agreement(s) with the Conservation District and/or Valley District, cooperate in the payment of up to a maximum of 27.95% of costs associated with the recharge of water that results from natural precipitation and run-off in the basin (native water). Each Party shall be contractually responsible hereunder for the annual payment of fees for their assigned portion of the budgeted expenses of the GC, based on that Party's allocation, as determined by the aforementioned allocation formula and the approved GC budget.

7. DISPUTE RESOLUTION

The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

7.1 Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the “**Initiating Party(ies)**”) shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “**Responding Party(ies)**”).

7.2 Response to Statement of Alleged Violation. The Responding Party(ies) shall have sixty (60) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

7.3 Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee or other representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

7.4 Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days’ written notice of its intent to sue to all Parties.

8. RELATIONSHIP TO WATER RIGHTS AND PRIOR AGREEMENTS

8.1 Water Rights and Existing Agreements. Nothing in this Agreement is intended to modify the water rights of the Parties or the Ex Officio participants, whether existing under a judgment, proceedings of the State Water Resources Control Board, or the common law. Nothing in this Agreement is intended to modify any existing agreements between and among the Parties, unless expressly stated herein.

8.2 Agreements Among Water Users. Nothing in this Agreement is intended to modify the rights of the signatories of this Agreement among themselves.

8.3 Judgments. Nothing in this Agreement is intended to modify the rights of the Parties under the terms of the judgments in *Orange County Water District v. City of Chino et al.* (Orange County Superior Court, Case No. 117628, April 17, 1969) and *Western Municipal Water District of Riverside County v. East San Bernardino County Water District et al.* (Riverside County Superior Court Case No. 78426, April 17, 1969); *Chino Basin Water District v. City of Chino*, San Bernardino Superior Court Case No. 164327; *Big Bear Municipal Water District v.*

North Fork Water Company, San Bernardino Superior Court Case No. SCV 165493; or *City of San Bernardino v. Fontana Water Company*, San Bernardino Superior Court Case No.17030 (January 28, 1924). It is the intention of the Parties in forming the GC to apply, administer, and conform to the requirements and provisions of each of these judgments. In the event of any conflict between the actions of the GC, and the requirements and provisions of such judgments, the latter shall control.

8.4 No Admissions. Nothing in this Agreement shall be construed as an admission by any Party regarding any subject matter of this Agreement, including but not limited to the water rights or priorities of same of the Parties.

8.5 Preservation of Rights. The Parties agree that this Agreement, to the extent allowed by law, preserves all rights of the Parties as they may exist as of the Effective Date of this Agreement. Nothing in this Agreement is to be construed as altering the priorities or entitlements of water right holders among themselves to water from the Santa Ana River or the Basin.

9. MISCELLANEOUS

9.1 Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement, and that by doing so, such Party is not in breach or violation of any other agreement or contract.

9.2 Amendment. Except as to fluctuations in the Equitable Allocation as otherwise provided for herein, this Agreement may be amended or modified only by a written instrument approved by an eighty (80)% vote of the Equitable Allocation

9.3 Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this Agreement shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

9.4 Headings. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.

9.5 Construction and Interpretation. This Agreement has been arrived at through negotiations, and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

9.6 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.

9.7 Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws or adjudicatory decisions effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof; there shall be added a provision as similar in terms

to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

9.8 Successors and Assigns. To the extent authorized by law, this Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed.

9.9 Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement, and forbearance to enforce one or more of the remedies provided in this Agreement shall not be deemed to be a waiver of that remedy.

9.10 Attorneys' Fees and Costs. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements, in addition to any other relief deemed appropriate by a court of competent jurisdiction.

9.11 Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.

9.12 Compliance with Law. In performing their respective obligations under this Agreement, the Parties shall comply with and conform to all applicable laws, rules, regulations and ordinances.

9.13 Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.

9.14 Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the Party by delivery to the person(s) at the address(es) designated below, which designation may be changed from time to time by a Party in writing; (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

To CITY OF COLTON: CITY OF COLTON
Attn: David Kolk, Utilities Director
650 N. La Cadena Drive
Colton, CA 92324

To CITY OF REDLANDS: CITY OF REDLANDS
Attn: Paul Toor, Public Works Director
35 Cajon Street
Redlands, CA 92373

To CITY OF RIALTO: CITY OF RIALTO
Attn: Thomas J. Crowley, Utilities
Manager
150 S. Palm Avenue
Rialto, CA 92376

To CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT: CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPARTMENT
Attn: Miguel Guerrero, Director, Water
Utility
397 Chandler Place
San Bernardino, CA 92408

To CITY OF LOMA LINDA: CITY OF LOMA LINDA
Attn: Bill Walker, Director of Utilities
25541 Barton Road
Loma Linda, CA 92354

To EAST VALLEY WATER DISTRICT: EAST VALLEY WATER DISTRICT
Attn: John J. Mura, General Manager
3111 Greenspot Road
Highland, CA 92346

To SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT: SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT
Attn: Doug Headrick, General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408

To SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT: SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT
Attn: Daniel Cozad, General Manager
1630 West Redlands Blvd., Suite A
Redlands, California 92373

To FONTANA WATER COMPANY: FONTANA WATER COMPANY

Attn: Chris Fealy, Water Resources
Manager
Post Office Box 309
Fontana, CA 92335

To WEST VALLEY WATER DISTRICT: WEST VALLEY WATER DISTRICT
Attn: Greg Gage, Assistant General
Manager
855 W Baseline Road
Rialto, CA 92376

To YUCAIPA VALLEY WATER
DISTRICT: YUCAIPA VALLEY WATER DISTRICT
Attn: Joe Zoba, General Manager
12770 2nd Street
Yucaipa, CA 92399

To BEAR VALLEY MUTUAL WATER
COMPANY: BEAR VALLEY MUTUAL WATER
COMPANY
Attn: Bob Martin
101 E. Olive Avenue
Redlands, CA 92373

To LOMA LINDA UNIVERSITY: LOMA LINDA UNIVERSITY
Central Utilities Plant
Attn: Bill Walker, Director of Utilities
11100 Anderson Street
Loma Linda, CA 92350

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT A

Map of Upper Santa Ana Bunker Hill Basin

(Taken from DWR Bulletin No. 118)

Map



Exhibit B**EQUITABLE ALLOCATION METHOD**

The Parties to this agreement have agreed to equitably share costs and establish the voting weight for each Party using the following method, which shall be performed annually after the annual submittal of the Western-San Bernardino Watermaster Report to the Court. The details for this method are included in a Microsoft Excel Spreadsheet titled *BTAC Equitable Allocation Method SBBA 1.18.18.xlsx*, as amended by the GC from time to time, which is incorporated here by reference. Copies of that file have been made available to all parties.

I. Calculation of the Equitable Operations and Maintenance (O&M) Cost.

The equitable distribution of the O&M Costs amongst the Parties shall be calculated from the approved budget, as follows:

$$\text{Equitable O\&M Cost}_{\text{Plaintiffs}} = 0.2795 \times \text{O\&M Costs}$$

$$\text{Equitable O\&M Cost}_{\text{Non Plaintiffs}} = \text{Proportion of Total Pumping} \times 0.7205 \times \text{O\&M Costs}$$

where,

O&M Costs = annual budgeted or actual costs to operate and maintain the facilities needed to recharge supplemental water into the SBBA that have been reviewed and approved by the Council

$$\text{Proportion of Total Pumping (\%)} = \frac{\text{Party's total SBBA pumping}}{\text{Non-Plaintiff Total SBBA Pumping}}$$

where,

Party's total SBBA pumping (acre-feet) = the Party's total amount pumped from the SBBA for the previous complete calendar year, as published by the Western-San Bernardino Watermaster, and adjusted for any water pumped by one Party and received by another Party, to coordinate with non-parties still paying the groundwater charge, Parties may be requested to report production to the SBVWCD, as needed.

Non-Plaintiff Total SBBA Pumping (acre-feet) = total Non-Plaintiff pumping of the parties for the previous complete calendar year, as recorded by the Western-San Bernardino Watermaster.

II. Calculation of the Equitable Water Cost.

The equitable distribution of the water cost for sustainability will only be paid by the Non-Plaintiff parties and shall be calculated, as follows:

$$\text{Equitable Water Cost} = \text{Party Gap} + \text{Sustainability}$$

where,

$$\text{Party Gap (\$)} = \frac{(\text{Gap}_{1959-63} + \text{Gap}_{\text{Last 5 Years}})}{2} * \text{SWP Cost}$$

where,

$$\frac{(\text{Gap}_{1959-63} + \text{Gap}_{\text{Last 5 Years}})}{2} < 0, \text{ else Party Gap (\$)} = \$0$$

$$\text{Gap}_{1959-63} \text{ (acre-feet)} = \text{GWSY}_{1959-63} + \text{SW}_{1959-63} - \text{Demand}_{\text{Previous Year}}$$

$$\text{Gap}_{\text{Last 5 Years}} \text{ (acre-feet)} = \text{GWSY}_{\text{Last 5 Years}} + \text{SW}_{\text{Last 5 Years}} - \text{Demand}_{\text{Previous Year}} + \text{Net New Recycled}_{\text{Previous Year}}$$

where,

$\text{GWSY}_{1959-63}$ = local groundwater supplies available to a Party as a portion of their base period safe yield.

The base period safe yield for the SBBA has been proportioned amongst the Parties as described below:

where,

$$\text{GWSY}_{1959-63} = \text{Safe Yield}_{1959-63} - \text{SW}_{1959-63}$$

$\text{SW}_{1959-63}$ = average surface water usage by a party from 1953-1963

$\text{Demand}_{\text{Previous Year}}$ = total water demand calculated for the Party for the previous year using published data, as approved by the Council.

$\text{GWSY}_{\text{Last 5 Years}}$ = local groundwater supplies available to a Party as a portion of their current Safe Yield.

The safe yield of the last 5 years for the SBBA will be proportioned amongst the Parties as described below.

where,

$$\text{GWSY}_{\text{Last 5 Years}} = \text{Safe Yield}_{\text{Last 5 Years}} - \text{SW}_{\text{Last 5 Years}}$$

$\text{SW}_{\text{Last 5 Years}}$ = average surface water usage by a party within the last 5 years.

Net New Recycled_{Previous Year} = The amount of recycled water from the previous year minus $\text{Recycled}_{1959-63}$

where,

$\text{Recycled}_{1959-63}$ is the amount of recycled water used in the base period

$$\text{Sustainability (\$)} = \text{Water Use} \times (\text{Total Equitable Water Cost} - \text{Total Gap (\$)})$$

where,

$$\text{Water Use (\%)} = \frac{\text{Party Water Use (acre-feet)}}{\text{Total Water Use (acre-feet)}}$$

where,

Party Water Use (acre-feet) = the Party’s total average water use over the past, complete, 5 year period (surface water, groundwater, recycled water, imported water, etc.)

Total Water Use (acre-feet) = Summation of each individual Party Water Use

Total Equitable Water Cost = Sustainable Amount x SWP Cost

where,

Sustainable Amount (acre-feet) = The amount of SWP water, in acre-feet, needed to achieve long-term sustainability which shall be obtained from the latest edition of the San Bernardino Valley Regional Urban Water Management Plan, Average Scenario for the latest planning year plus the published reliability factor, currently 10%

SWP cost (\$/acre-foot) = The cost for recharged SWP water as published in the San Bernardino Valley Municipal Water District Resolution 888, as amended

Total Gap (\$) = Summation of each individual Party Gap (\$) for all Parties

Proportioning Safe Yield.

The Western-San Bernardino Judgment does not apportion the safe yield by water agency. The Parties agree that, for purposes of this agreement, the Safe Yield will be apportioned, as follows:

Safe Yield₁₉₅₉₋₆₃: The safe yield during the Base Period was proportioned as follows:

Agency	Safe Yield ₁₉₅₉₋₆₃
Bear Valley Mutual Water Company	12,996
City of Colton	3,150
City of Loma Linda	1,855
City of Redlands	26,598
City of Rialto	1,890
City of San Bernardino	19,425
East Valley Water District	13,599
Fontana Union Water Company	14,221
Loma Linda University	1,016
Mountain View Power Co.	1,040
Muscoy Mutual Water Company No. 1	1,767
San Bernardino County - Facility Management	1,532
San Bernardino Valley M.W.D.	-
Terrace Water Company	984
West Valley Water District	11,752
Yucaipa Valley Water District	-

Other Non-Plaintiff Extractions	55,412
Non-Plaintiff Total:	167,238

Safe Yield_{Last 5 years}: The safe yield for the previous 5, complete, calendar years shall be proportioned based upon the total water use for each Party, as follows:

$$\text{Safe Yield}_{\text{Last 5 Years}} = \text{Water Use} \times \text{Safe Yield}_{\text{Non Plaintiffs}}$$

Where,

Water Use is a percentage (%) and is defined above

Safe Yield_{Non Plaintiffs} = defined by the Western-San Bernardino Watermaster from time to time, currently 172,745 acre-feet

Credit for Water. A party can provide a new regional supply for basin benefit and receive monetary credit towards their Equitable water cost.

$$\text{Credit for Water (\$)} = \text{water provided for basin benefit} \times \text{SWP Cost}$$

where,

Water provided for basin benefit = local surface water available to an agency that is controlled by that agency and intentionally delivered for groundwater recharge into the SBBA or new recycled water an agency is using to offset potable water use or is recharging into the SBBA above the amount of recycled water that agency was utilizing during the base period

SWP Cost = defined above

III. Formula for Voting Weight. The voting weight for each Party will be calculated, as follows:

$$\text{Voting Weight} = \frac{\text{Total Party Cost}}{\text{Total Costs}}$$

Where,

$$\text{Total Party Cost} = \text{Equitable O\&M Cost}_{\text{Non Plaintiffs}} + \text{Equitable Water Cost}$$

$$\text{Total Costs} = 0.7205 \times \text{O\&M Costs} + \text{Total Sustainable Water Cost}$$

The total sum of all of the individual Voting Weight values shall be equal to 1.0.



Date: February 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Discussion and Consideration of Initiating Sphere of Influence and Annexation Proceedings for Various Properties to the Yucaipa Valley Water District

Recommendation: That the Board adopts Resolution No. 2018-08, Resolution No. 2018-09, and Resolution No. 2018-10.

At the board workshop on January 30, 2018, the District staff discuss three parcels, owned by the Yucaipa Valley Water District, that are currently located outside of the District's service area as well as other parcels that have requested service by the Yucaipa Valley Water District.

Reservoir R-11.4 Property

The Reservoir R-11.4 site consists of 9.1 acres located in Riverside County. Since this property is located outside of our boundary, we pay property taxes on this property.



Lift Station No. 1 & Additional Wochholz Wastewater Treatment Plant Property

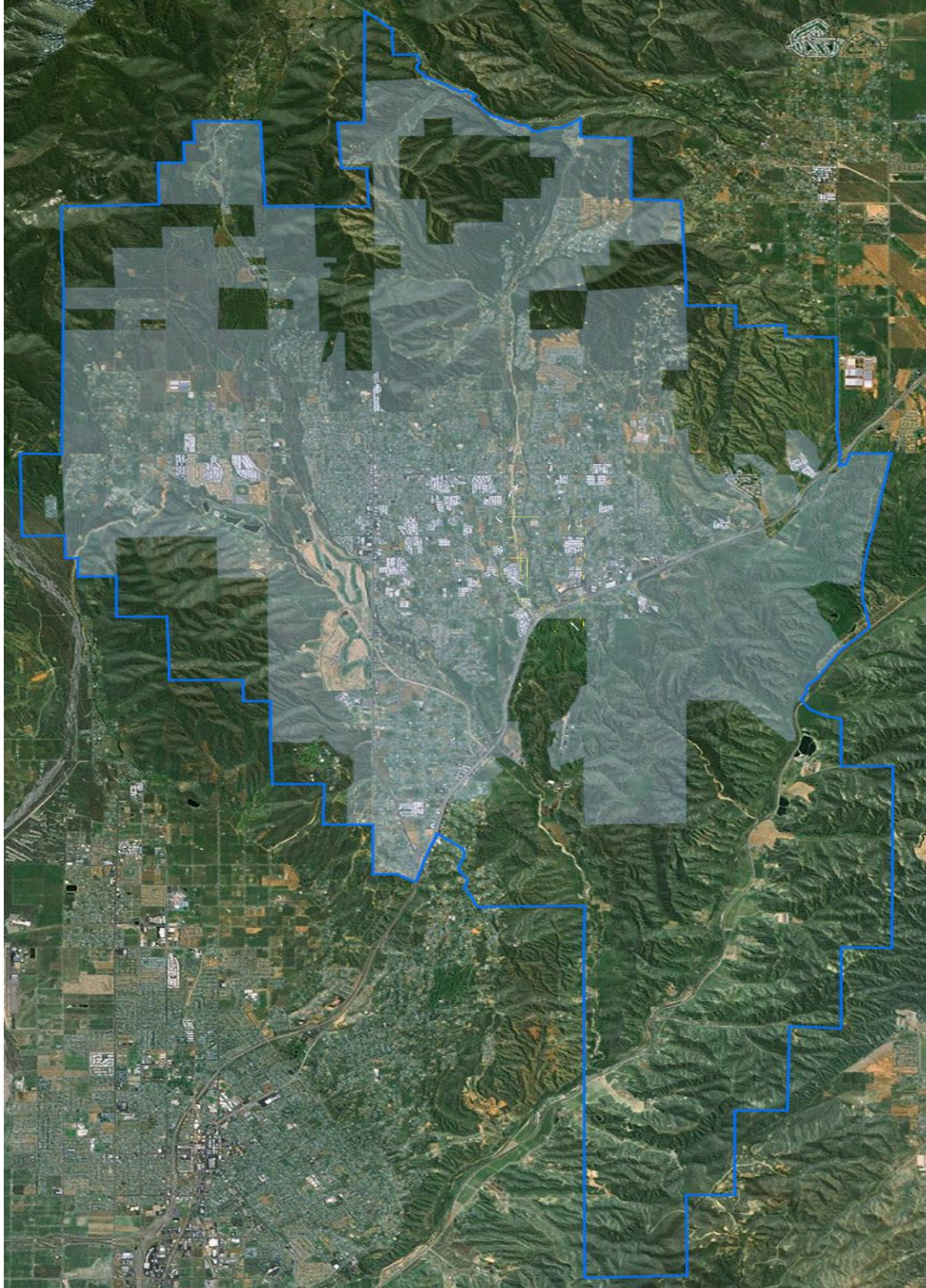
The District owns Lift Station No. 1 which is about 1/3 of an acre located on Oak Glen Road. The District has purchased approximately 9 acres of property west of the Wochholz Regional Water Recycling Facility property.



The Board of Director should consider initiating annexation proceedings with the Local Agency Formation Commission for the inclusion of these three properties into the District boundary when another annexation is proposed to the District.

Other Parcels

The District staff has received requests from other property owners to annex their land to the Yucaipa Valley Water District. The expense associated with annexation proceedings associated with Resolution No. 2018-08 and Resolution No. 2018-09 will be reimbursed to the District by the property owners.



RESOLUTION NO. 2018-08**A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT
REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TAKE
PROCEEDINGS FOR THE ANNEXATION OF TERRITORY
(ASSESSOR'S PARCEL NUMBER 407-090-013)**

BE IT RESOLVED, by the Board of Directors of the Yucaipa Valley Water that:

WHEREAS, the Board of Directors of the Yucaipa Valley Water District desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for the annexation of property to the Yucaipa Valley Water District; and,

WHEREAS, the territory proposed for annexation is uninhabited and a description of the property boundary is set forth in Exhibit "A" attached hereto, and by this reference incorporated herein; and,

WHEREAS, the proposed annexation is consistent with the sphere of influence assigned by the Local Agency Formation Commission for the Yucaipa Valley Water District; and,

WHEREAS, it is desired that the proposed annexation be subject to the following terms and conditions:

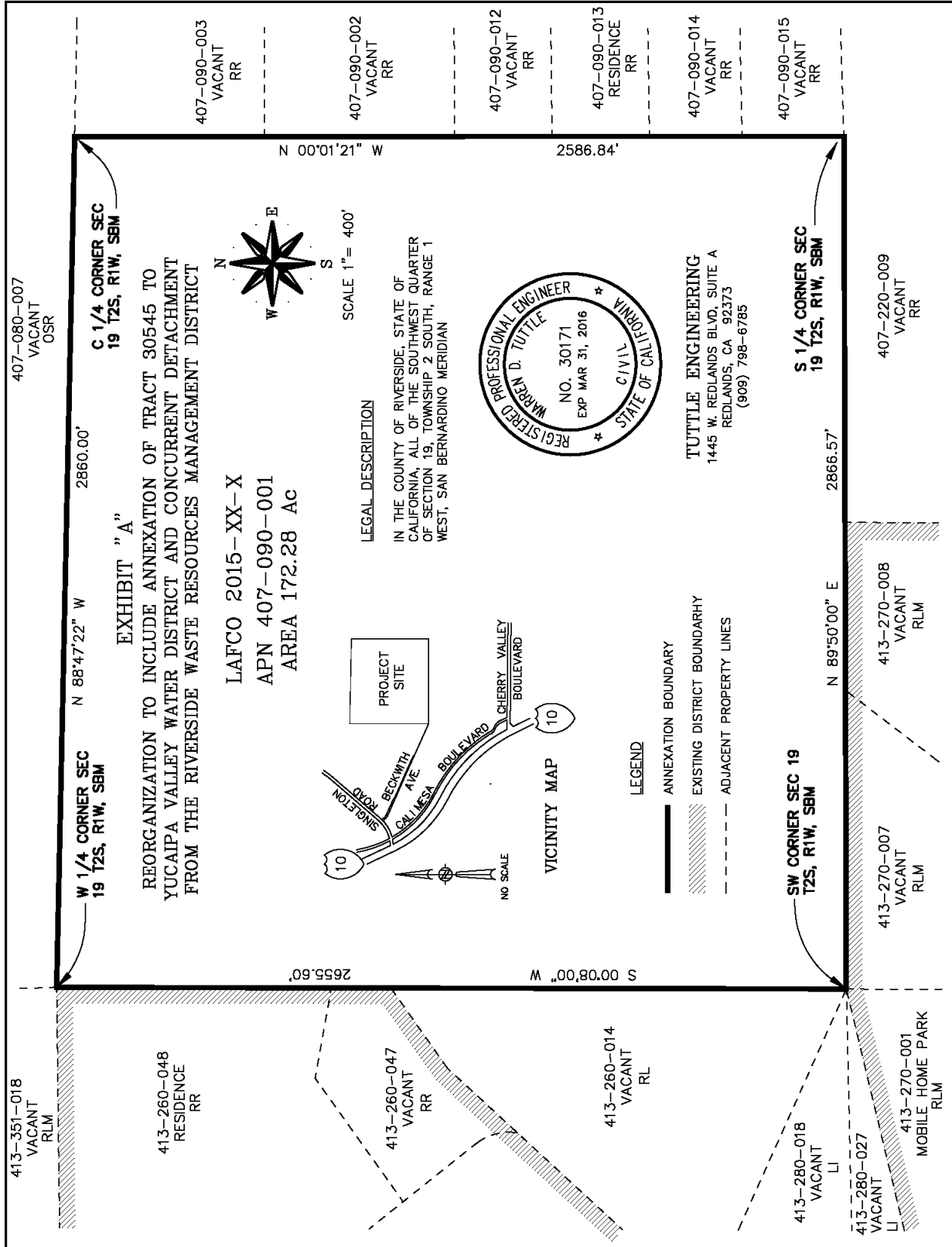
1. Drinking water, sewer and recycled water service shall be provided to the subject property pursuant to the rules and regulations of the Yucaipa Valley Water District.
2. All standards conditions shall be the responsibility of the property owner as required by the Local Agency Formation Commission.
3. The owner(s) of the property shall be responsible for all costs incurred by the Yucaipa Valley Water District and the Local Agency Formation Commission pertaining to this annexation.

WHEREAS, the reason for the proposed annexation is to provide drinking water, recycled water and sewer service to the anticipated development of the subject property.

NOW, THEREFORE, BE IT RESOLVED, that this resolution of Application is hereby approved and adopted by the Board of Directors of the Yucaipa Valley Water District, and the Local Agency Formation Commission for San Bernardino County is hereby requested to take proceedings for the annexation as described in Exhibit "A", in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

BE IT FURTHER RESOLVED, that the Secretary of the Yucaipa Valley Water District is hereby authorized and directed to transmit to the Executive Officer of the Local Agency Formation Commission a certified copy of this Resolution.

PASSED, APPROVED and ADOPTED this 6th day of February 2018.



RESOLUTION NO. 2018-09**A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT
REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TAKE
PROCEEDINGS FOR THE ANNEXATION OF TERRITORY**

(Assessor Parcel Numbers 0299-241-06, 0299-282-03, 0299-282-06, 0299-301-01, 0299-301-03, 0299-301-06, 0299-301-07, 0299-301-09, 0299-301-10, 0299-301-11, 0299-301-12, 0299-302-02, 0299-302-06, 0299-311-09, 0299-311-10, 0300-021-02, and 0300-021-25)

BE IT RESOLVED, by the Board of Directors of the Yucaipa Valley Water that:

WHEREAS, the Board of Directors of the Yucaipa Valley Water District desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for the annexation of property to the Yucaipa Valley Water District; and,

WHEREAS, the territory proposed for a sphere of influence modification and annexation is set forth in Exhibit "A" attached hereto and identified by Assessor Parcel Number above, and by this reference incorporated herein; and,

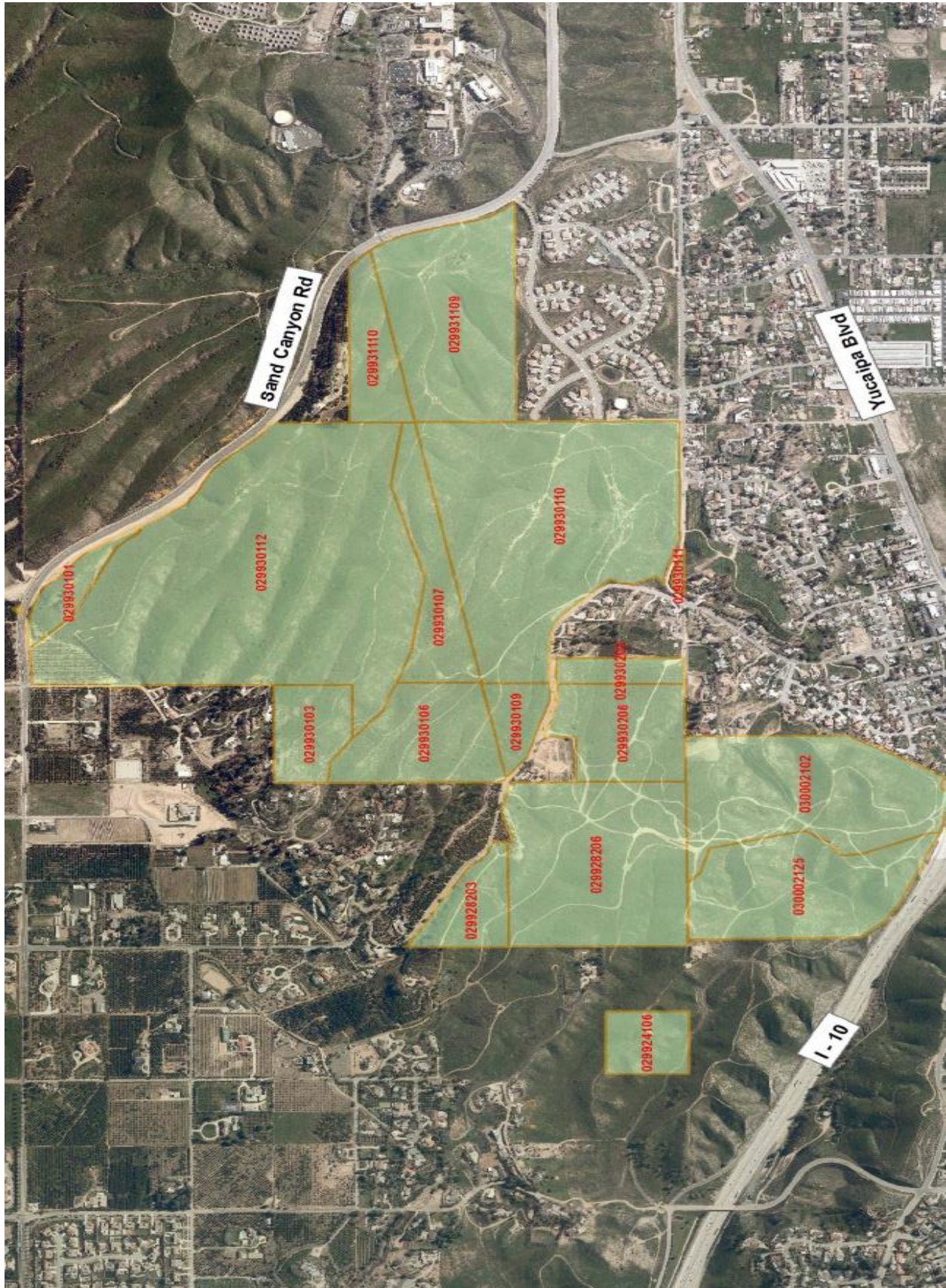
WHEREAS, the proposed annexation will require a modification to the sphere of influence assigned by the Local Agency Formation Commission for the Yucaipa Valley Water District; and,

WHEREAS, it is desired that the proposed annexation be subject to the following terms and conditions:

1. The annexation will be limited to the service of recycled water provided to the subject property pursuant to the rules and regulations of the Yucaipa Valley Water District.
2. All standards conditions and cost associated with the filing, proceedings, and preparation of material for the Local Agency Formation Commission shall be the sole responsibility of the property owner.

NOW, THEREFORE, BE IT RESOLVED, that this resolution of Application is hereby approved and adopted by the Board of Directors of the Yucaipa Valley Water District, and the Local Agency Formation Commission for San Bernardino County is hereby requested to take proceedings for the annexation as illustrated in Exhibit "A".

BE IT FURTHER RESOLVED, that the Secretary of the Yucaipa Valley Water District is hereby authorized and directed to transmit to the Executive Officer of the Local Agency Formation Commission a certified copy of this Resolution.



RESOLUTION NO. 2018-10

**A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT
REQUESTING THE LOCAL AGENCY FORMATION COMMISSION
TAKE PROCEEDINGS FOR THE ANNEXATION OF THREE PARCELS
OWNED BY YUCAIPA VALLEY WATER DISTRICT
(ASSESSOR’S PARCEL NUMBERS 301-201-23, 301-201-36, AND 413-250-006)**

BE IT RESOLVED, by the Board of Directors of the Yucaipa Valley Water that:

WHEREAS, the Board of Directors of the Yucaipa Valley Water District desires to initiate proceedings pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, commencing with Section 56000 of the California Government Code, for the annexation of property to the Yucaipa Valley Water District; and,

WHEREAS, the territory proposed for annexation is uninhabited and a description of the property boundary is set forth in Exhibit “A”, Exhibit “B” and Exhibit “C” attached hereto, and by this reference incorporated herein; and,

WHEREAS, the proposed annexation is consistent with the sphere of influence assigned by the Local Agency Formation Commission for the Yucaipa Valley Water District; and,

WHEREAS, the reason for the proposed annexation is to include in the service area boundary of the Yucaipa Valley Water District properties owned by the Yucaipa Valley Water District.

NOW, THEREFORE, BE IT RESOLVED, that this resolution of Application is hereby approved and adopted by the Board of Directors of the Yucaipa Valley Water District, and the Local Agency Formation Commission for San Bernardino County is hereby requested to take proceedings for the annexation as described herein, in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

BE IT FURTHER RESOLVED, that the Secretary of the Yucaipa Valley Water District is hereby authorized and directed to file an application and complete the annexation of properties described herein.

PASSED, APPROVED and ADOPTED this 6th day of February 2018.

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager

Exhibit "A"

Reservoir R-11.4 Property (APN 413-250-006)

The Reservoir R-11.4 site consists of 9.1 acres located in Riverside County. Since this property is located outside of our boundary, we pay property taxes on this property in the amount of \$215 this year.

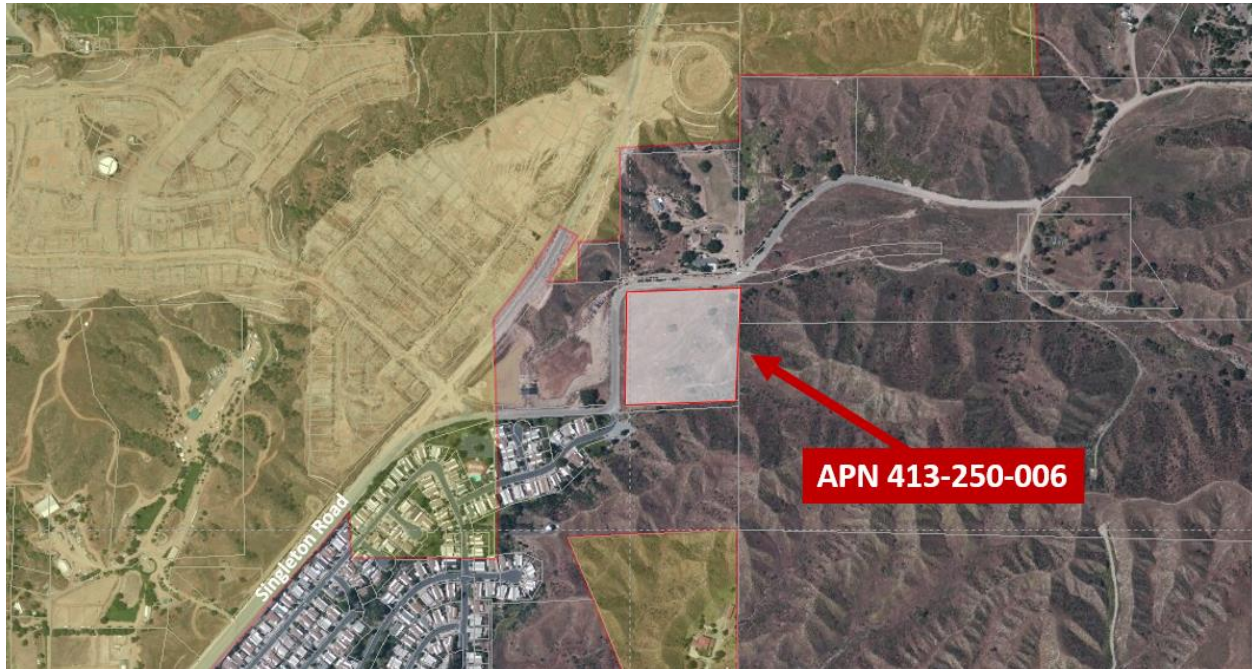


Exhibit "B"

Lift Station No. 1 (APN 301-201-23) and Additional Wochholz Wastewater Treatment Plant Property (APN 301-201-36)

The District owns Lift Station No. 1 which is about 1/3 of an acre located on Oak Glen Road. The District has purchased approximately 9 acres of property west of the Wochholz Regional Water Recycling Facility property.





Date: February 6, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Consideration of a Memorandum of Agreement for the Terms and Conditions of Employment for General Employees of the Yucaipa Valley Water District

Recommendation: That the Board approves the Memorandum of Agreement with the General Employee Bargaining Group.

The Yucaipa Valley Water District has recently completed a mediation process with the General Employee Bargaining Group. The attached document represents the results of the mediation process which was subsequently approved by the General Employees on January 23, 2018.

MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES OF THE YUCAIPA VALLEY WATER DISTRICT

The following are the terms and conditions of employment for General Employees of the Yucaipa Valley Water District ("District" or "YVWD") contract period **July 1, 2016 through June 30, 2019**. Each may be referred to herein as a "Party" and jointly as the "Parties".

1.0 Application. These Terms and Conditions of Employment ("Terms and Conditions") apply to the IBEW Local Union 1436 – YVWD Unit ("General Employees") of the District pursuant to Resolution No. 04-2007, adopted on January 17, 2007.

2.0 Term. This Memorandum of Agreement ("Agreement") shall have a three-year term and continue in effect until June 30, 2019. This Agreement is entered into between the YVWD and the General Employees pursuant to the provisions of the Myer-Milias-Brown Act, and thereafter shall continue in effect fiscal year by fiscal year unless either one of the Parties appropriately notifies the other Party, in writing, of its request to modify, amend or terminate the Agreement. Requests to modify the Agreement shall be submitted to the other Party during the forty-five (45) calendar day period commencing January 1, 2019.

3.0 Salary Increase. All unit members shall receive a seven percent (7%) base salary increase, effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

4.0 Salary Schedule.

4.1 The salary schedule shall be increased by seven percent (7%) for all ranges effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

4.2 Effective July 1, 2018, all General Employee salary schedules shall be increased by three percent (3%) for all ranges.

5.0 PERS Retirement Contribution. Classic PERS unit members shall be responsible for paying the employee portion of the PERS retirement contribution (currently seven percent (7%)), effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

6.0 Merit Salary System. The merit salary increases shall be established at zero percent (0%) to six percent (6%) for this contract period. In accordance with established negotiated practice, evaluations will be completed in March of each contract year and any merit increases based thereon shall be effective April 1 of each contract year.

7.0 Medical Insurance Provisions. The District shall contribute a monthly amount equal to the average of the single employee, employee plus spouse, employee plus family plans. Employees in the General Employee bargaining unit shall be responsible for any cost above the fixed monthly contribution by the District through regular payroll deduction.

Below are the current premiums for the 2018 calendar year:

2018 Calendar Year Health Benefit Contribution	
Single	\$843
Employee +1	\$1,294
Family	\$1,682

8.0 Personnel Manual Changes. The following sections of the Yucaipa Valley Water District’s Personnel Manual shall be modified:

A. Rules and Regulations - Work Boots.

It is the responsibility of each employee (administrative and non-administrative) to purchase and have available at work steel toe work boots (“Work Boots”). Work boots are worn on a regular basis by all non-administrative employees including but not limited to employees in the water, sewer, and recycled water divisions. All other employees may be required to wear Work Boots in the event of emergency or hazardous conditions.

All Work boots shall meet the following minimum criteria:

- made of leather construction;
- required to have steel toe protection with an American National Standard Institute (ANSI) rating of no less than C-75;
- have a height of no less than six (6) inches in order to cover the ankle and provide support; and
- may be a style which is either a slip-on or have laces depending on the job requirement.

The District will provide an allowance of \$300.00 per employee for safety steel toe work boots in July of each fiscal year (July 1 to June 30). Any purchase or series of purchases, within a one-year period that exceeds this amount will be the responsibility of the employee.

B. Time Off - Bereavement Leave.

Employees are eligible to receive up to five days of paid leave for the death of a spouse/partner, parent, child, sibling, grandparent, grandchild, or spouse/partner’s parent to attend services or assist in arrangements relative to the event in accordance with the applicable rules and regulations pertaining hereto.

C. Time Off - Catastrophic Leave.

Catastrophic illness/injury shall be defined as those categories (exclusive of stress) generally accepted by medical insurance carriers. Employees of the District who suffer a catastrophic injury/illness in which the employee is expected to be incapacitated for an extended period of time, the time to be determined on a case by case basis by the Catastrophic Sick Leave Plan Committee as specified below, shall become eligible to use this Catastrophic Sick Leave Plan ("Plan") subject to the restrictions and conditions outlined below:

- a. An employee may elect to enroll in the plan at any time. To enroll as a member of the Plan, the employee must donate a minimum of 24 hours at the time the employee elects to join the Plan.
- b. An employee may elect to join the Plan upon the first day of employment with the District. At that time, as the employee will not currently have any accrued sick leave, 2.78 hours per pay period (equal to seventy-five percent (75%) of the total pay period accrual) will be donated into the Plan and the employee will accrue the remaining sick leave of 0.92 hours per pay period (equal to twenty-five percent (25%) of the total pay period accrual) until 24 hours are contributed to the Plan. This mechanism is also available to existing employee's for all or a portion of the 24 hours required to contribute to the Plan.
- c. The employee must be an active participating member of this Plan in order to receive any form of benefit as described below.
- d. In the event of a catastrophic illness as described above, the following options shall be utilized in the following order: (a) employee's accumulated sick leave; and (b) authorized catastrophic leave.
- e. The employee to receive donated sick leave from the Plan must have exhausted all but 10 hours of sick leave and must be in a true catastrophic condition.
- f. In order for members to remain as participants, each person must maintain continued participation as defined below.

The donation of sick leave time to the Plan shall be irrevocable. The member shall file an irrevocable "Catastrophic Sick Leave Plan Deposit Form" with Payroll. A donation to the Plan shall be a general donation and from prior years' accumulations, or future accrued sick leave as provided above, and shall not be donated to a specific employee for his or her exclusive use.

There is no limit to the number of sick leave days a member may donate to the Plan, so long as after the initial 24 hours of donation: (1) the minimum number of accumulated sick leave days available in the employee's account does not fall below eighty (80) hours.

A contribution of 8 hours will be required of all participants if the number of hours in the Plan falls below 400 hours. This assessment will occur automatically with notification sent to all participating members that an additional contribution was made from your sick leave. Members who are drawing from the Plan at the time of the assessment will not be required to contribute to remain eligible to draw from the Plan. If a participant has ten (10) or less days (80 hours) of remaining sick

leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Plan.

In the event, the accrued catastrophic leave fund balance exceeds the amount of \$250,000, each active member in the Plan will receive eight (8) hours of sick leave returned to their personal sick leave accruals and the fund balance of the catastrophic leave will be reduced proportionately. Employees will receive written notification of this disbursement from the Plan.

Leave from the Plan may not be used for illness or disability which qualifies the employee for Worker's Compensation benefits; however, this plan may augment other benefits. When the employee may reasonably be presumed to be eligible for disability retirement or, if applicable, Social Security, he / she may be requested to apply for such retirement. Failure of the employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) working days will disqualify the member from further Catastrophic Sick Leave Plan payments.

Cancellation of membership in the Plan occurs automatically whenever a member fails to make his or her contribution as defined above. The employee shall not be eligible to draw from the Plan as of the effective date of cancellation. Sick leave previously authorized for contribution to the Plan shall not be returned if the member elects or causes cancellation.

A member wishing to use this Catastrophic Sick Leave Plan shall submit a "Catastrophic Sick Leave Plan Request for Withdrawal Form". This form shall be submitted to the General Manager. The request shall clearly state the details of the catastrophe and the amount of sick leave requested.

Appropriate written verification of the catastrophic illness or injury must be included with the request. The member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

The Catastrophic Sick Leave Plan Committee ("Committee") shall consider each disbursement request by members of the Plan. The committee shall consist of the following:

- One active employee assigned by a majority of the Exempt Employee Bargaining Group:
- One active employee assigned by a majority of the Supervisory Employee Bargaining Group:
- One active employee assigned by IBEW from the General Employee Bargaining Group.

The Committee may grant, reject or partially grant a request based on a number of factors, including but not limited to the degree of illness, other forms of leave available, and other factors deemed by the Committee to be relevant to the particular situation. The members of the Committee shall not disclose the medical conditions of the employee requesting Catastrophic Sick Leave under the Plan. The action by the Committee is final.

In the event that an employee does not qualify for Catastrophic Sick Leave they may request approval from the General Manager to obtain individual donations of sick time from District employees.

The maximum number of duty days allowed to be utilized by one member for a single catastrophic injury/illness shall not exceed thirty days (240 hours) per request. A member may request a specific number of days on one "Catastrophic Sick Leave Plan Request for Withdrawal Form". The member may request additional days after the use of twenty (20) duty days (or 160 hours) by filing an additional request for consideration to the Committee.

Any days approved that are unused by the member shall be returned to the Catastrophic Sick Leave Plan for future withdrawals by a Plan participant upon approval.

If a Plan member receives hours from the Plan, the member will receive those Plan hours at the same rate of pay currently received by the employee. No distinction shall be made as to the differing pay rates of the donors or recipients.

IBEW Local Union 1436 - YVWD Unit:

Sean Trost 1/26/18
Authorized Representative – Sean Trost Date

Kyle Westerlin 1/26/18
Authorized Representative – Kyle Westerlin Date

Yucaipa Valley Water District:

Allison M. Edmisten 1/25/18
Allison M. Edmisten, Chief Financial Officer Date

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 2/26/2018

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
60	\$7,034	\$8,792	\$9,232			
59	\$6,919	\$8,649	\$9,082			
58	\$6,806	\$8,508	\$8,933			
57	\$6,692	\$8,365	\$8,783			
56	\$6,578	\$8,222	\$8,633			Integrated Operator IV
55	\$6,464	\$8,080	\$8,484			
54	\$6,350	\$7,938	\$8,335			
53	\$6,236	\$7,795	\$8,185			
52	\$6,122	\$7,653	\$8,035			
51	\$6,008	\$7,510	\$7,886			
50	\$5,894	\$7,368	\$7,736			Operator IV
49	\$5,780	\$7,225	\$7,587		Senior Utility Service Worker	Integrated Operator III
48	\$5,666	\$7,083	\$7,437			
47	\$5,552	\$6,940	\$7,287			
46	\$5,438	\$6,798	\$7,138			
45	\$5,324	\$6,655	\$6,988	Engineering Technician IV		Water Quality Control Specialist
44	\$5,210	\$6,513	\$6,839		Utility Service Worker IV	Operator III
43	\$5,096	\$6,370	\$6,689			
42	\$4,982	\$6,228	\$6,539	Purchasing Agent		Integrated Operator II
41	\$4,868	\$6,085	\$6,390	Engineering Technician III		
40	\$4,754	\$5,943	\$6,240		Utility Service Worker III	Water Quality Chemist
39	\$4,640	\$5,801	\$6,091	Administrative Clerk V		
38	\$4,526	\$5,658	\$5,941			Plant Maintenance Technician III
37	\$4,412	\$5,516	\$5,791	Engineering Technician II		
36	\$4,298	\$5,373	\$5,642		Utility Service Worker II	Integrated Operator I
35	\$4,184	\$5,231	\$5,492	Administrative Clerk IV		Water Quality Technician
34	\$4,070	\$5,088	\$5,343			
33	\$3,957	\$4,946	\$5,193	Engineering Technician I		Plant Maintenance Technician II
32	\$3,843	\$4,803	\$5,043			Integrated Operator In Training
31	\$3,729	\$4,661	\$4,894	Administrative Clerk III	Utility Service Worker I	
30	\$3,615	\$4,518	\$4,744			
29	\$3,501	\$4,376	\$4,595			
28	\$3,387	\$4,233	\$4,445			Plant Maintenance Technician I
27	\$3,273	\$4,091	\$4,295	Administrative Clerk II/Stock Clerk II		
26	\$3,159	\$3,948	\$4,146			
25	\$3,045	\$3,806	\$3,996			
24	\$2,931	\$3,663	\$3,847			
23	\$2,817	\$3,521	\$3,697	Administrative Clerk I / Stock Clerk		
22	\$2,703	\$3,378	\$3,547			
21	\$2,589	\$3,236	\$3,398			
20	\$2,475	\$3,093	\$3,248			

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 7/1/2018

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
60	\$7,245	\$9,056	\$9,509			
59	\$7,127	\$8,909	\$9,354			
58	\$7,010	\$8,763	\$9,201			
57	\$6,893	\$8,616	\$9,047			
56	\$6,775	\$8,469	\$8,892			
55	\$6,658	\$8,323	\$8,739			Integrated Operator IV
54	\$6,541	\$8,176	\$8,585			
53	\$6,423	\$8,029	\$8,430			
52	\$6,306	\$7,882	\$8,276			
51	\$6,188	\$7,736	\$8,122			
50	\$6,071	\$7,589	\$7,968			Operator IV
49	\$5,954	\$7,442	\$7,814		Senior Utility Service Worker	Integrated Operator III
48	\$5,836	\$7,295	\$7,660			
47	\$5,719	\$7,149	\$7,506			
46	\$5,601	\$7,002	\$7,352			
45	\$5,484	\$6,855	\$7,198	Engineering Technician IV	Utility Service Worker IV	Water Quality Control Specialist
44	\$5,367	\$6,708	\$7,044			Operator III
43	\$5,249	\$6,562	\$6,890			
42	\$5,132	\$6,415	\$6,736	Purchasing Agent		Integrated Operator II
41	\$5,014	\$6,268	\$6,581	Engineering Technician III		
40	\$4,897	\$6,121	\$6,427		Utility Service Worker III	Water Quality Chemist
39	\$4,780	\$5,975	\$6,273	Administrative Clerk V		
38	\$4,662	\$5,828	\$6,119			Plant Maintenance Technician III
37	\$4,545	\$5,681	\$5,965	Engineering Technician II		
36	\$4,427	\$5,534	\$5,811		Utility Service Worker II	Integrated Operator I
35	\$4,310	\$5,388	\$5,657	Administrative Clerk IV		Water Quality Technician
34	\$4,193	\$5,241	\$5,503			
33	\$4,075	\$5,094	\$5,349	Engineering Technician I		Plant Maintenance Technician II
32	\$3,958	\$4,947	\$5,195		Utility Service Worker I	Integrated Operator In Training
31	\$3,840	\$4,801	\$5,041	Administrative Clerk III		
30	\$3,723	\$4,654	\$4,886			
29	\$3,606	\$4,507	\$4,732			
28	\$3,488	\$4,360	\$4,578			Plant Maintenance Technician I
27	\$3,371	\$4,214	\$4,424	Administrative Clerk II/Stock Clerk II		
26	\$3,253	\$4,067	\$4,270			
25	\$3,136	\$3,920	\$4,116			
24	\$3,019	\$3,773	\$3,962			
23	\$2,901	\$3,627	\$3,808	Administrative Clerk I / Stock Clerk		
22	\$2,784	\$3,480	\$3,654			
21	\$2,666	\$3,333	\$3,500			
20	\$2,549	\$3,186	\$3,346			



Director Memorandum 18-025

Date: February 6, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Consideration of Amendment No. 1 to the Memorandum of Agreement for the Terms and Conditions of Employment for Management - Supervisory Employees of the Yucaipa Valley Water District

Recommendation: That the Board approves Amendment No. 1 to the Memorandum of Agreement with the Management – Supervisory Employee Bargaining Group.

On July 15, 2015, the Board of Directors of the Yucaipa Valley Water District approved a Memorandum of Agreement with the Management – Supervisory Employees of the Yucaipa Valley Water District as Director Memorandum No. 15-071. Section 8.0 of the Memorandum of Agreement with the Management - Supervisory Employees of the Yucaipa Valley Water District states, "If the other bargaining groups (General Employee or Management – Exempt Employee) bargaining unit(s) receive an increase in compensation higher than the terms and conditions set forth in this Agreement with the Management – Supervisory Employees, such increase(s) will also be granted to the Management – Supervisory Employees up to June 30, 2020."

The Memorandum of Agreement with the General Employees of the Yucaipa Valley Water District is included on the agenda this evening for consideration by the Board as Director Memorandum 18-024.

The attached Amendment No. 1 provides the consistency between bargaining groups pursuant to Section 8.0 of the Memorandum of Agreement with the Management – Supervisory Employee Bargaining Group.

MEMORANDUM OF AGREEMENT - AMENDMENT NO. 1

TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT - SUPERVISORY EMPLOYEES OF THE YUCAIPA VALLEY WATER DISTRICT

The following are the terms and conditions of employment for Management - Supervisory Employees of the Yucaipa Valley Water District ("District" or "YVWD") contract period ending on June 30, 2020. Each may be referred to herein as a "Party" and jointly as the "Parties".

RECITALS

On July 15, 2015, the Board of Directors of the Yucaipa Valley Water District approved a Memorandum of Agreement with the Management - Supervisory Employees of the Yucaipa Valley Water District as Director Memorandum No. 15-071. Section 8.0 of the Memorandum of Agreement with the Management - Supervisory Employees of the Yucaipa Valley Water District states, "If the other bargaining groups (General Employee or Management – Exempt Employee) bargaining unit(s) receive an increase in compensation higher than the terms and conditions set forth in this Agreement with the Management – Supervisory Employees, such increase(s) will also be granted to the Management – Supervisory Employees up to June 30, 2020."

On February 6, 2018, the Board of Directors of the Yucaipa Valley Water District will consider a Memorandum of Agreement with the General Employees of the Yucaipa Valley Water District as Director Memorandum No. 18-024. If approved, the implementation of the Memorandum of Agreement for the General Employees requires an amendment to the Memorandum of Agreement with the Management - Supervisory Employees of the Yucaipa Valley Water District as follows:


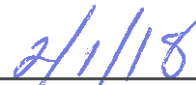

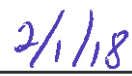
AMENDMENT NO. 1

Pursuant to the terms and conditions of the Memorandum of Agreement with the Management - Supervisory Employees of the Yucaipa Valley Water District, the following sections of the Memorandum of Agreement with the General Employees of the Yucaipa Valley Water District (attached) shall apply to the members of the Management - Supervisory Employees:

Section 1.0	Application	Not applicable
Section 2.0	Term	Not applicable
Section 3.0	Salary Increase	This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Supervisory Employees.
Section 4.0	Salary Schedule	This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Supervisory Employees.

- Section 5.0 PERS Retirement Contribution This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Supervisory Employees.
- Section 6.0 Merit Salary System This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Supervisory Employees.
- Section 7.0 Medical Insurance Provisions On January 24, 2018, the Management - Supervisory Employees voted to implement a methodology for calculating the District's contribution of medical insurance whereby all members of the bargaining group will receive an equal financial contribution utilizing a factor of 1.30 applied to the average premium of medical providers except for Health Net Salud y Mas.
- Section 8.0 Personnel Manual Changes This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Supervisory Employees.

Management - Supervisory Employees:

	
Authorized Representative – Joe DeSalliers	Date
	
Authorized Representative – Peggy Little	Date

Yucaipa Valley Water District:

Jay Bogh, President	Date

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 2/26/2018

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
120	\$7,455	\$9,319	\$9,785			
119	\$7,332	\$9,165	\$9,623			Senior Integrated Operator (Grade V)
118	\$7,208	\$9,010	\$9,461			
117	\$7,085	\$8,856	\$9,298			
116	\$6,961	\$8,701	\$9,136			
115	\$6,837	\$8,546	\$8,974			
114	\$6,714	\$8,392	\$8,812			
113	\$6,590	\$8,237	\$8,649	Administrative Supervisor & Water Resource Project Suprv	Public Works Supervisor	Senior Integrated/Plant Operator
112	\$6,466	\$8,083	\$8,487			
111	\$6,343	\$7,928	\$8,325			
110	\$6,219	\$7,774	\$8,162	Senior Engineering Technician		
109	\$6,095	\$7,619	\$8,000			
108	\$5,972	\$7,464	\$7,838			
107	\$5,848	\$7,310	\$7,675			
106	\$5,724	\$7,155	\$7,513			
105	\$5,601	\$7,001	\$7,351			
104	\$5,477	\$6,846	\$7,188			

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 7/1/2018

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
120	\$7,679	\$9,599	\$10,079			
119	\$7,552	\$9,440	\$9,912			Senior Integrated Operator (Grade V)
118	\$7,424	\$9,281	\$9,745			
117	\$7,297	\$9,121	\$9,577			
116	\$7,170	\$8,962	\$9,410			
115	\$7,042	\$8,803	\$9,243			
114	\$6,915	\$8,644	\$9,076			
113	\$6,788	\$8,484	\$8,909	Administrative Supervisor & Water Resource Project Suprv	Public Works Supervisor	
112	\$6,660	\$8,325	\$8,742			
111	\$6,533	\$8,166	\$8,574			
110	\$6,405	\$8,007	\$8,407	Senior Engineering Technician		
109	\$6,278	\$7,848	\$8,240			
108	\$6,151	\$7,688	\$8,073			
107	\$6,023	\$7,529	\$7,906			
106	\$5,896	\$7,370	\$7,738			
105	\$5,769	\$7,211	\$7,571			
104	\$5,641	\$7,052	\$7,404			

MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES OF THE YUCAIPA VALLEY WATER DISTRICT

The following are the terms and conditions of employment for General Employees of the Yucaipa Valley Water District ("District" or "YVWD") contract period **July 1, 2016 through June 30, 2019**. Each may be referred to herein as a "Party" and jointly as the "Parties".

1.0 Application. These Terms and Conditions of Employment ("Terms and Conditions") apply to the IBEW Local Union 1436 – YVWD Unit ("General Employees") of the District pursuant to Resolution No. 04-2007, adopted on January 17, 2007.

2.0 Term. This Memorandum of Agreement ("Agreement") shall have a three-year term and continue in effect until June 30, 2019. This Agreement is entered into between the YVWD and the General Employees pursuant to the provisions of the Myer-Miliias-Brown Act, and thereafter shall continue in effect fiscal year by fiscal year unless either one of the Parties appropriately notifies the other Party, in writing, of its request to modify, amend or terminate the Agreement. Requests to modify the Agreement shall be submitted to the other Party during the forty-five (45) calendar day period commencing January 1, 2019.

3.0 Salary Increase. All unit members shall receive a seven percent (7%) base salary increase, effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

4.0 Salary Schedule.

4.1 The salary schedule shall be increased by seven percent (7%) for all ranges effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

4.2 Effective July 1, 2018, all General Employee salary schedules shall be increased by three percent (3%) for all ranges.

5.0 PERS Retirement Contribution. Classic PERS unit members shall be responsible for paying the employee portion of the PERS retirement contribution (currently seven percent (7%)), effective the first feasible pay period following full ratification of the tentative agreement (presently estimated to be February 26, 2018).

6.0 Merit Salary System. The merit salary increases shall be established at zero percent (0%) to six percent (6%) for this contract period. In accordance with established negotiated practice, evaluations will be completed in March of each contract year and any merit increases based thereon shall be effective April 1 of each contract year.

7.0 Medical Insurance Provisions. The District shall contribute a monthly amount equal to the average of the single employee, employee plus spouse, employee plus family plans. Employees in the General Employee bargaining unit shall be responsible for any cost above the fixed monthly contribution by the District through regular payroll deduction.

Below are the current premiums for the 2018 calendar year:

2018 Calendar Year Health Benefit Contribution	
Single	\$843
Employee +1	\$1,294
Family	\$1,682

8.0 Personnel Manual Changes. The following sections of the Yucaipa Valley Water District’s Personnel Manual shall be modified:

A. Rules and Regulations - Work Boots.

It is the responsibility of each employee (administrative and non-administrative) to purchase and have available at work steel toe work boots (“Work Boots”). Work boots are worn on a regular basis by all non-administrative employees including but not limited to employees in the water, sewer, and recycled water divisions. All other employees may be required to wear Work Boots in the event of emergency or hazardous conditions.

All Work boots shall meet the following minimum criteria:

- made of leather construction;
- required to have steel toe protection with an American National Standard Institute (ANSI) rating of no less than C-75;
- have a height of no less than six (6) inches in order to cover the ankle and provide support; and
- may be a style which is either a slip-on or have laces depending on the job requirement.

The District will provide an allowance of \$300.00 per employee for safety steel toe work boots in July of each fiscal year (July 1 to June 30). Any purchase or series of purchases, within a one-year period that exceeds this amount will be the responsibility of the employee.

B. Time Off - Bereavement Leave.

Employees are eligible to receive up to five days of paid leave for the death of a spouse/partner, parent, child, sibling, grandparent, grandchild, or spouse/partner’s parent to attend services or assist in arrangements relative to the event in accordance with the applicable rules and regulations pertaining hereto.

C. Time Off - Catastrophic Leave.

Catastrophic illness/injury shall be defined as those categories (exclusive of stress) generally accepted by medical insurance carriers. Employees of the District who suffer a catastrophic injury/illness in which the employee is expected to be incapacitated for an extended period of time, the time to be determined on a case by case basis by the Catastrophic Sick Leave Plan Committee as specified below, shall become eligible to use this Catastrophic Sick Leave Plan ("Plan") subject to the restrictions and conditions outlined below:

- a. An employee may elect to enroll in the plan at any time. To enroll as a member of the Plan, the employee must donate a minimum of 24 hours at the time the employee elects to join the Plan.
- b. An employee may elect to join the Plan upon the first day of employment with the District. At that time, as the employee will not currently have any accrued sick leave, 2.78 hours per pay period (equal to seventy-five percent (75%) of the total pay period accrual) will be donated into the Plan and the employee will accrue the remaining sick leave of 0.92 hours per pay period (equal to twenty-five percent (25%) of the total pay period accrual) until 24 hours are contributed to the Plan. This mechanism is also available to existing employee's for all or a portion of the 24 hours required to contribute to the Plan.
- c. The employee must be an active participating member of this Plan in order to receive any form of benefit as described below.
- d. In the event of a catastrophic illness as described above, the following options shall be utilized in the following order: (a) employee's accumulated sick leave; and (b) authorized catastrophic leave.
- e. The employee to receive donated sick leave from the Plan must have exhausted all but 10 hours of sick leave and must be in a true catastrophic condition.
- f. In order for members to remain as participants, each person must maintain continued participation as defined below.

The donation of sick leave time to the Plan shall be irrevocable. The member shall file an irrevocable "Catastrophic Sick Leave Plan Deposit Form" with Payroll. A donation to the Plan shall be a general donation and from prior years' accumulations, or future accrued sick leave as provided above, and shall not be donated to a specific employee for his or her exclusive use.

There is no limit to the number of sick leave days a member may donate to the Plan, so long as after the initial 24 hours of donation: (1) the minimum number of accumulated sick leave days available in the employee's account does not fall below eighty (80) hours.

A contribution of 8 hours will be required of all participants if the number of hours in the Plan falls below 400 hours. This assessment will occur automatically with notification sent to all participating members that an additional contribution was made from your sick leave. Members who are drawing from the Plan at the time of the assessment will not be required to contribute to remain eligible to draw from the Plan. If a participant has ten (10) or less days (80 hours) of remaining sick

leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Plan.

In the event, the accrued catastrophic leave fund balance exceeds the amount of \$250,000, each active member in the Plan will receive eight (8) hours of sick leave returned to their personal sick leave accruals and the fund balance of the catastrophic leave will be reduced proportionately. Employees will receive written notification of this disbursement from the Plan.

Leave from the Plan may not be used for illness or disability which qualifies the employee for Worker's Compensation benefits; however, this plan may augment other benefits. When the employee may reasonably be presumed to be eligible for disability retirement or, if applicable, Social Security, he / she may be requested to apply for such retirement. Failure of the employee to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) working days will disqualify the member from further Catastrophic Sick Leave Plan payments.

Cancellation of membership in the Plan occurs automatically whenever a member fails to make his or her contribution as defined above. The employee shall not be eligible to draw from the Plan as of the effective date of cancellation. Sick leave previously authorized for contribution to the Plan shall not be returned if the member elects or causes cancellation.

A member wishing to use this Catastrophic Sick Leave Plan shall submit a "Catastrophic Sick Leave Plan Request for Withdrawal Form". This form shall be submitted to the General Manager. The request shall clearly state the details of the catastrophe and the amount of sick leave requested.

Appropriate written verification of the catastrophic illness or injury must be included with the request. The member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

The Catastrophic Sick Leave Plan Committee ("Committee") shall consider each disbursement request by members of the Plan. The committee shall consist of the following:

- One active employee assigned by a majority of the Exempt Employee Bargaining Group:
- One active employee assigned by a majority of the Supervisory Employee Bargaining Group:
- One active employee assigned by IBEW from the General Employee Bargaining Group.

The Committee may grant, reject or partially grant a request based on a number of factors, including but not limited to the degree of illness, other forms of leave available, and other factors deemed by the Committee to be relevant to the particular situation. The members of the Committee shall not disclose the medical conditions of the employee requesting Catastrophic Sick Leave under the Plan. The action by the Committee is final.


In the event that an employee does not qualify for Catastrophic Sick Leave they may request approval from the General Manager to obtain individual donations of sick time from District employees.

The maximum number of duty days allowed to be utilized by one member for a single catastrophic injury/illness shall not exceed thirty days (240 hours) per request. A member may request a specific number of days on one "Catastrophic Sick Leave Plan Request for Withdrawal Form". The member may request additional days after the use of twenty (20) duty days (or 160 hours) by filing an additional request for consideration to the Committee.

Any days approved that are unused by the member shall be returned to the Catastrophic Sick Leave Plan for future withdrawals by a Plan participant upon approval.

If a Plan member receives hours from the Plan, the member will receive those Plan hours at the same rate of pay currently received by the employee. No distinction shall be made as to the differing pay rates of the donors or recipients.

IBEW Local Union 1436 - YVWD Unit:

 1/26/18
Authorized Representative – Sean Trost Date

 1/26/18
Authorized Representative – Kyle Westerlin Date

Yucaipa Valley Water District:

 1/25/18
Allison M. Edmisten, Chief Financial Officer Date



Director Memorandum 18-026

Date: February 6, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Consideration of Amendment No. 1 to the Memorandum of Agreement for the Terms and Conditions of Employment for Management - Exempt Employees of the Yucaipa Valley Water District

Recommendation: That the Board approves Amendment No. 1 to the Memorandum of Agreement with the Management – Exempt Employee Bargaining Group.

On July 15, 2015, the Board of Directors of the Yucaipa Valley Water District approved a Memorandum of Agreement with the Management – Exempt Employees of the Yucaipa Valley Water District as Director Memorandum No. 15-072. Section 7.0 of the Memorandum of Agreement with the Management - Exempt Employees of the Yucaipa Valley Water District states, "If the other bargaining groups (General Employee or Management – Supervisory Employee) bargaining unit(s) receive an increase in compensation higher than the terms and conditions set forth in this Agreement with the Management – Exempt Employees, such increase(s) will also be granted to the Management – Exempt Employees up to June 30, 2020."

The Memorandum of Agreement with the General Employees of the Yucaipa Valley Water District is included on the agenda this evening for consideration by the Board as Director Memorandum 18-024.

The attached Amendment No. 1 provides the consistency between bargaining groups pursuant to Section 7.0 of the Memorandum of Agreement with the Management – Exempt Employee Bargaining Group.

MEMORANDUM OF AGREEMENT - AMENDMENT NO. 1

TERMS AND CONDITIONS OF EMPLOYMENT FOR MANAGEMENT - EXEMPT EMPLOYEES OF THE YUCAIPA VALLEY WATER DISTRICT

The following are the terms and conditions of employment for Management - Exempt Employees of the Yucaipa Valley Water District ("District" or "YVWD") contract period ending on June 30, 2020. Each may be referred to herein as a "Party" and jointly as the "Parties".

RECITALS

On July 15, 2015, the Board of Directors of the Yucaipa Valley Water District approved a Memorandum of Agreement with the Management - Exempt Employees of the Yucaipa Valley Water District as Director Memorandum No. 15-072. Section 7.0 of the Memorandum of Agreement with the Management - Exempt Employees of the Yucaipa Valley Water District states, "If the other bargaining groups (General Employee or Management – Supervisory Employee) bargaining unit(s) receive an increase in compensation higher than the terms and conditions set forth in this Agreement with the Management – Exempt Employees, such increase(s) will also be granted to the Management – Exempt Employees up to June 30, 2020."

On February 6, 2018, the Board of Directors of the Yucaipa Valley Water District will consider a Memorandum of Agreement with the General Employees of the Yucaipa Valley Water District as Director Memorandum No. 18-024. If approved, the implementation of the Memorandum of Agreement for the General Employees will require an amendment to the Memorandum of Agreement with the Management - Exempt Employees of the Yucaipa Valley Water District as follows:

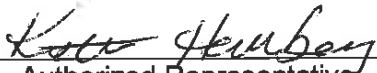

AMENDMENT NO. 1

Pursuant to the terms and conditions of the Memorandum of Agreement with the Management - Exempt Employees of the Yucaipa Valley Water District, the following sections of the Memorandum of Agreement with the General Employees of the Yucaipa Valley Water District (attached) shall apply to the members of the Management - Exempt Employees:

Section 1.0	Application	Not applicable
Section 2.0	Term	Not applicable
Section 3.0	Salary Increase	This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Exempt Employees.
Section 4.0	Salary Schedule	This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Exempt Employees.

- Section 5.0 PERS Retirement Contribution This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Exempt Employees.
- Section 6.0 Merit Salary System This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Exempt Employees.
- Section 7.0 Medical Insurance Provisions On January 24, 2018, the Management - Exempt Employees voted to implement a methodology for calculating the District's contribution of medical insurance whereby the employees receiving medical benefits as "employee plus one" and "family" receive the average for these classifications from quoted medical providers (with the exception of the Health Net Salud y Mas plan), and the single beneficiaries receive a calculated remaining amount.
- Section 8.0 Personnel Manual Changes This section of the Memorandum of Agreement with the General Employees shall be applicable to the Management - Exempt Employees.

Management - Exempt Employees:

	<u>1-31-2018</u>
Authorized Representative – Kathryn Hallberg	Date
	<u>1-29-2018</u>
Authorized Representative – Mike Kostelecky	Date

Yucaipa Valley Water District:

<hr/>	<hr/>
Jay Bogh, President	Date

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 2/26/2018

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
250	\$10,739	\$13,424	\$14,095			
249	\$10,615	\$13,268	\$13,932			
248	\$10,490	\$13,112	\$13,768	Chief Financial Officer		
247	\$10,365	\$12,957	\$13,604			
246	\$10,240	\$12,801	\$13,441			
245	\$10,116	\$12,645	\$13,277			
244	\$9,991	\$12,489	\$13,113			
243	\$9,866	\$12,333	\$12,950			
242	\$9,742	\$12,177	\$12,786			
241	\$9,617	\$12,021	\$12,622			
240	\$9,492	\$11,865	\$12,458			
239	\$9,367	\$11,709	\$12,295			
238	\$9,243	\$11,553	\$12,131			
237	\$9,118	\$11,397	\$11,967			
236	\$8,993	\$11,242	\$11,804			
235	\$8,868	\$11,086	\$11,640			
234	\$8,744	\$10,930	\$11,476		Public Works Manager	
233	\$8,619	\$10,774	\$11,312			
232	\$8,494	\$10,618	\$11,149	Water Resource Manager		
231	\$8,370	\$10,462	\$10,985			
230	\$8,245	\$10,306	\$10,821			
229	\$8,120	\$10,150	\$10,658			
228	\$7,995	\$9,994	\$10,494			
227	\$7,871	\$9,838	\$10,330			Operations Manager
226	\$7,746	\$9,682	\$10,167			
225	\$7,621	\$9,526	\$10,003			
224	\$7,496	\$9,371	\$9,839			
223	\$7,372	\$9,215	\$9,675			
222	\$7,247	\$9,059	\$9,512			
221	\$7,122	\$8,903	\$9,348			
220	\$6,998	\$8,747	\$9,184			
219	\$6,873	\$8,591	\$9,021			
218	\$6,748	\$8,435	\$8,857	Management Analyst		
217	\$6,623	\$8,279	\$8,693			
216	\$6,499	\$8,123	\$8,529			
215	\$6,374	\$7,967	\$8,366			
214	\$6,249	\$7,811	\$8,202			
213	\$6,124	\$7,656	\$8,038			
212	\$6,000	\$7,500	\$7,875			
211	\$5,875	\$7,344	\$7,711			
210	\$5,750	\$7,188	\$7,547			

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 7/1/2018

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
250	\$11,062	\$13,827	\$14,518			
249	\$10,933	\$13,666	\$14,350			
248	\$10,805	\$13,506	\$14,181	Chief Financial Officer		
247	\$10,676	\$13,345	\$14,012			
246	\$10,548	\$13,185	\$13,844			
245	\$10,419	\$13,024	\$13,675			
244	\$10,291	\$12,863	\$13,507			
243	\$10,162	\$12,703	\$13,338			
242	\$10,034	\$12,542	\$13,169			
241	\$9,905	\$12,382	\$13,001			
240	\$9,777	\$12,221	\$12,832			
239	\$9,648	\$12,061	\$12,664			
238	\$9,520	\$11,900	\$12,495			
237	\$9,391	\$11,739	\$12,326			
236	\$9,263	\$11,579	\$12,158			
235	\$9,135	\$11,418	\$11,989			
234	\$9,006	\$11,258	\$11,820		Public Works Manager	
233	\$8,878	\$11,097	\$11,652			
232	\$8,749	\$10,936	\$11,483			
231	\$8,621	\$10,776	\$11,315	Water Resource Manager		
230	\$8,492	\$10,615	\$11,146			
229	\$8,364	\$10,455	\$10,977			
228	\$8,235	\$10,294	\$10,809			Operations Manager
227	\$8,107	\$10,133	\$10,640			
226	\$7,978	\$9,973	\$10,472			
225	\$7,850	\$9,812	\$10,303			
224	\$7,721	\$9,652	\$10,134			
223	\$7,593	\$9,491	\$9,966			
222	\$7,464	\$9,331	\$9,797			
221	\$7,336	\$9,170	\$9,628			
220	\$7,207	\$9,009	\$9,460			
219	\$7,079	\$8,849	\$9,291			
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217	\$6,822	\$8,528	\$8,954			
216	\$6,694	\$8,367	\$8,785			
215	\$6,565	\$8,206	\$8,617			
214	\$6,437	\$8,046	\$8,448			
213	\$6,308	\$7,885	\$8,279			
212	\$6,180	\$7,725	\$8,111			
211	\$6,051	\$7,564	\$7,942			
210	\$5,923	\$7,403	\$7,774			

MEMORANDUM OF AGREEMENT

TERMS AND CONDITIONS OF EMPLOYMENT FOR GENERAL EMPLOYEES OF THE YUCAIPA VALLEY WATER DISTRICT

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1.0 Application. These Terms and Conditions of Employment (“Terms and Conditions”) apply to the IBEW Local Union 1436 – YVWD Unit (“General Employees”) of the District pursuant to Resolution No. 04-2007, adopted on January 17, 2007.

2.0 Term. This Memorandum of Agreement (“Agreement”) shall have a three-year term and continue in effect until June 30, 2019. This Agreement is entered into between the YVWD and the General Employees pursuant to the provisions of the Myer-Milias-Brown Act, and thereafter shall continue in effect fiscal year by fiscal year unless either one of the Parties appropriately notifies the other Party, in writing, of its request to modify, amend or terminate the Agreement. Requests to modify the Agreement shall be submitted to the other Party during the forty-five (45) calendar day period commencing January 1, 2019.

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- have a height of no less than six (6) inches in order to cover the ankle and provide support; and
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- One active employee assigned by IBEW from the General Employee Bargaining Group.

The Committee may grant, reject or partially grant a request based on a number of factors, including but not limited to the degree of illness, other forms of leave available, and other factors deemed by the Committee to be relevant to the particular situation. The members of the Committee shall not disclose the medical conditions of the employee requesting Catastrophic Sick Leave under the Plan. The action by the Committee is final.


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IBEW Local Union 1436 - YVWD Unit:



Authorized Representative – Sean Trost

1/26/18

Date



Authorized Representative – Kyle Westerlin

1/26/18

Date

Yucaipa Valley Water District:



Allison M. Edmisten, Chief Financial Officer

1/25/18

Date

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 6th day of February 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	#65-236 and #65-237

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
<p>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.</p> <p>* Parcels to be deeded to Yucaipa Valley Water District.</p>	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 with 57 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

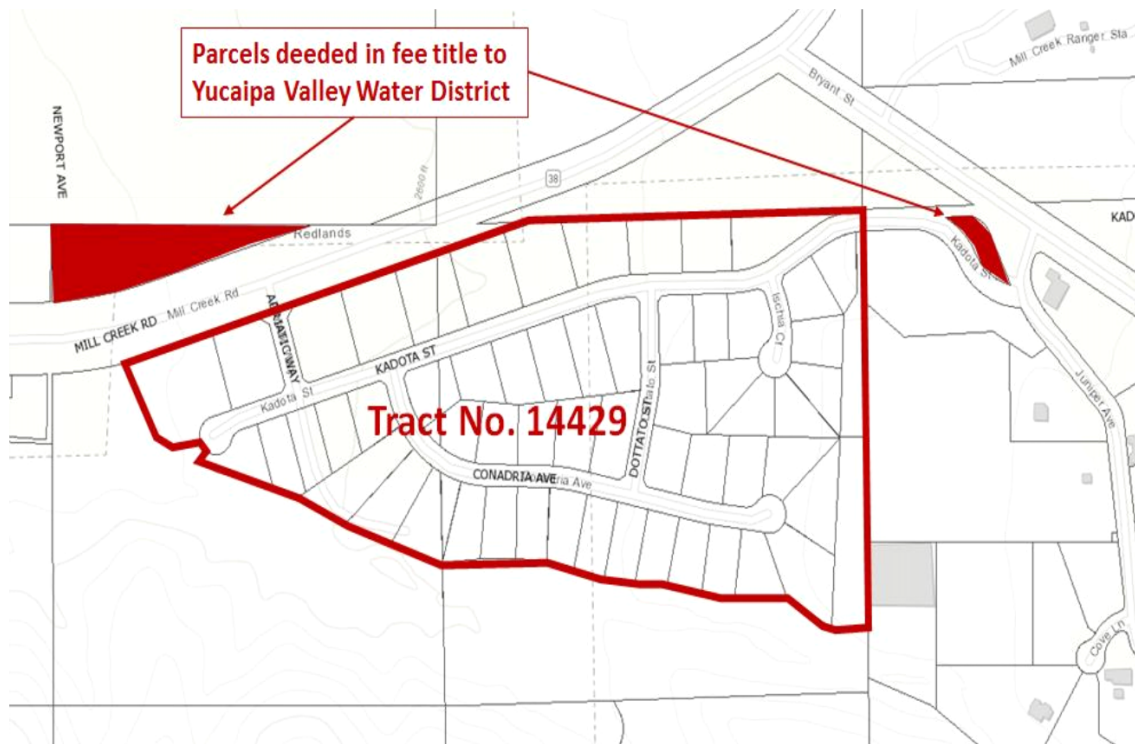
WHEREAS, the Developer desires to obtain drinking water service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit C attached hereto; and

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 57 residential lots and two parcels dedeed 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 service for the Project.
1. Project Specific Drinking Water Conditions: The Project will be served drinking water from the Yucaipa Valley Water District based on the construction, completion of District required Facilities ("Facilities").
 - a. This development is served by a sub-pressure zone of Pressure Zone 15. The Developer will 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 will be constructed at the sole cost of the Developer and dedicated to the District upon completion. The pressure reducing station will be located on Assessor Parcel Number 0302-221-01 as further described in Exhibit D and herein.
 - i. The Developer will record a *Notice of Mechanically Reduced Water Pressure* on each parcel as provided in Exhibit E. Proof of said recordation will 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 will 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 will 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 will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and 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: All easements, dedications and recorded documentation required by the District shall 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 will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
12. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
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 Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or

Yucaipa Valley Water District
Development Agreement No. 2018-02
Page 5 of 23

- 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: _____

Print Title: _____

Exhibit A - Project Location and District Boundary

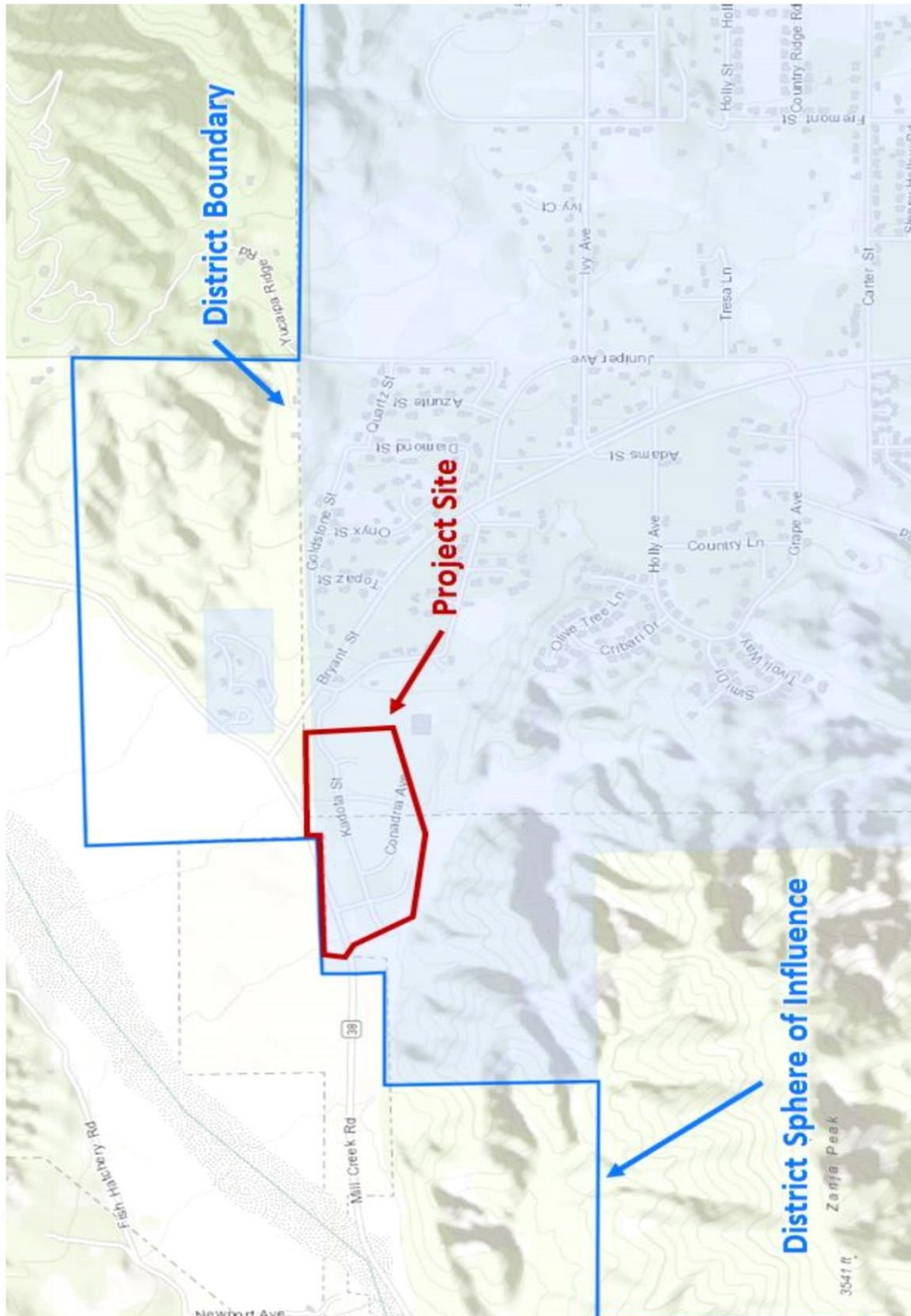


Exhibit B - Proposed Development Concept

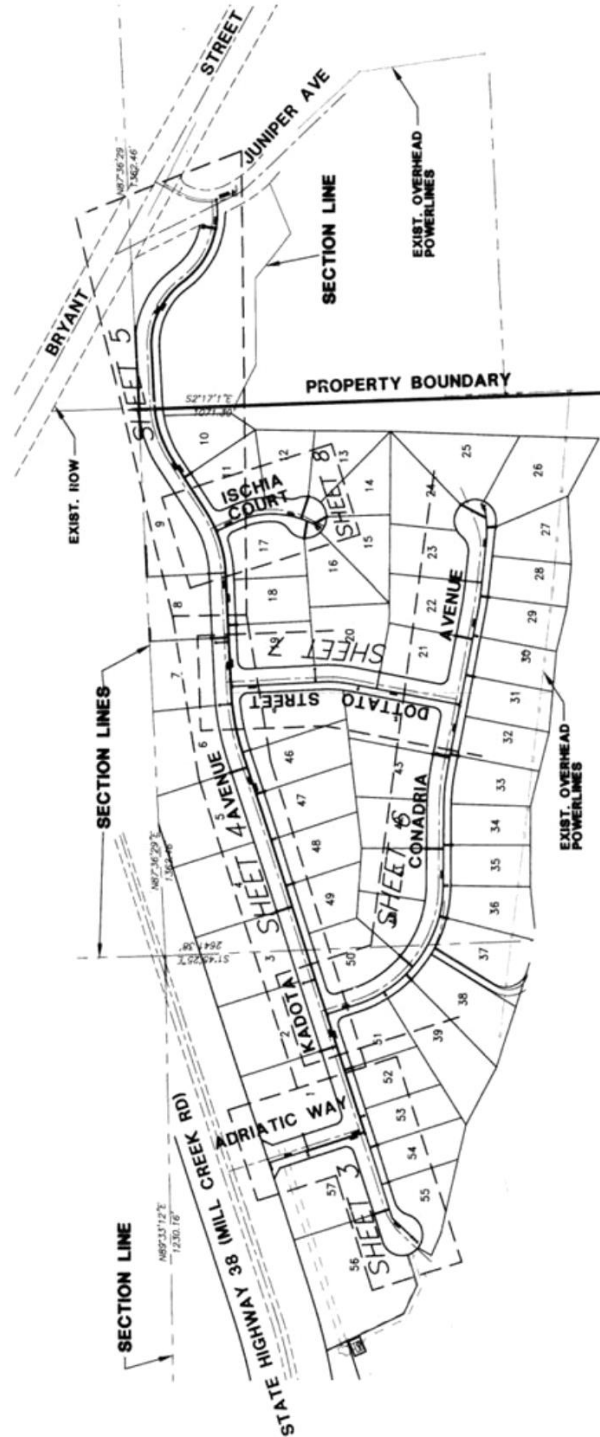


Exhibit C - General Construction Conditions

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

Yucaipa Valley Water District
Development Agreement No. 2018-02
Page 17 of 23

Exhibit D - APN 302-221-01

Recorded in Official Records, County of San Bernardino

10/30/2008
2:18 PM
NC



LARRY WALKER
Auditor/Controller - Recorder

R Regular Mail

RECORDING REQUESTED BY:

YUCAIPA CITY CLERK
34272 YUCAIPA BLVD.
YUCAIPA, CA 92399

Doc#: 2008-0479738

Title: 1 Pages: 5



Fees 0.00
Taxes 0.00
Other 0.00
PAID 30.00

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 2736.3
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 Rafael Mendoza aka Refugio Mendoza
RAFAEL MENDOZA AKA REFUGIO MENDOZA
By _____

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°36'23" East 1362.46 feet along the North line of said section to a point; thence leaving said north line South 01°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°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°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°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°11'09" East 233.13 feet from the true point of beginning.

All lying in the Northwest ¼ 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.

Leonard Brandon Smith 4-16-2008
Date



ACKNOWLEDGMENT

State of California)
)
)
County of San Bernardino)

On JUNE 29, 2008, before me KAREN D. JOHNSEN, 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.

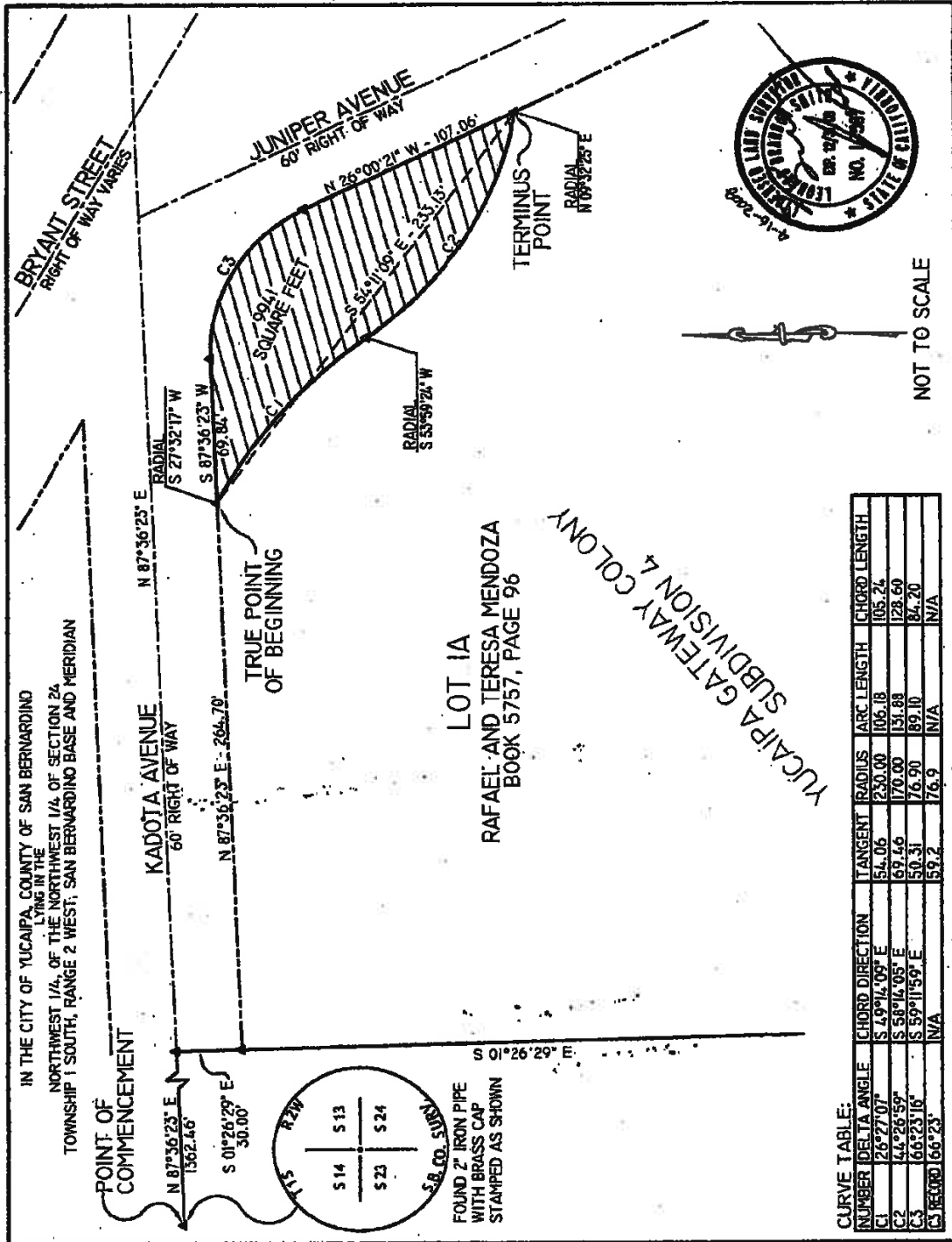
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Karen D. Johnson



EXHIBIT A



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

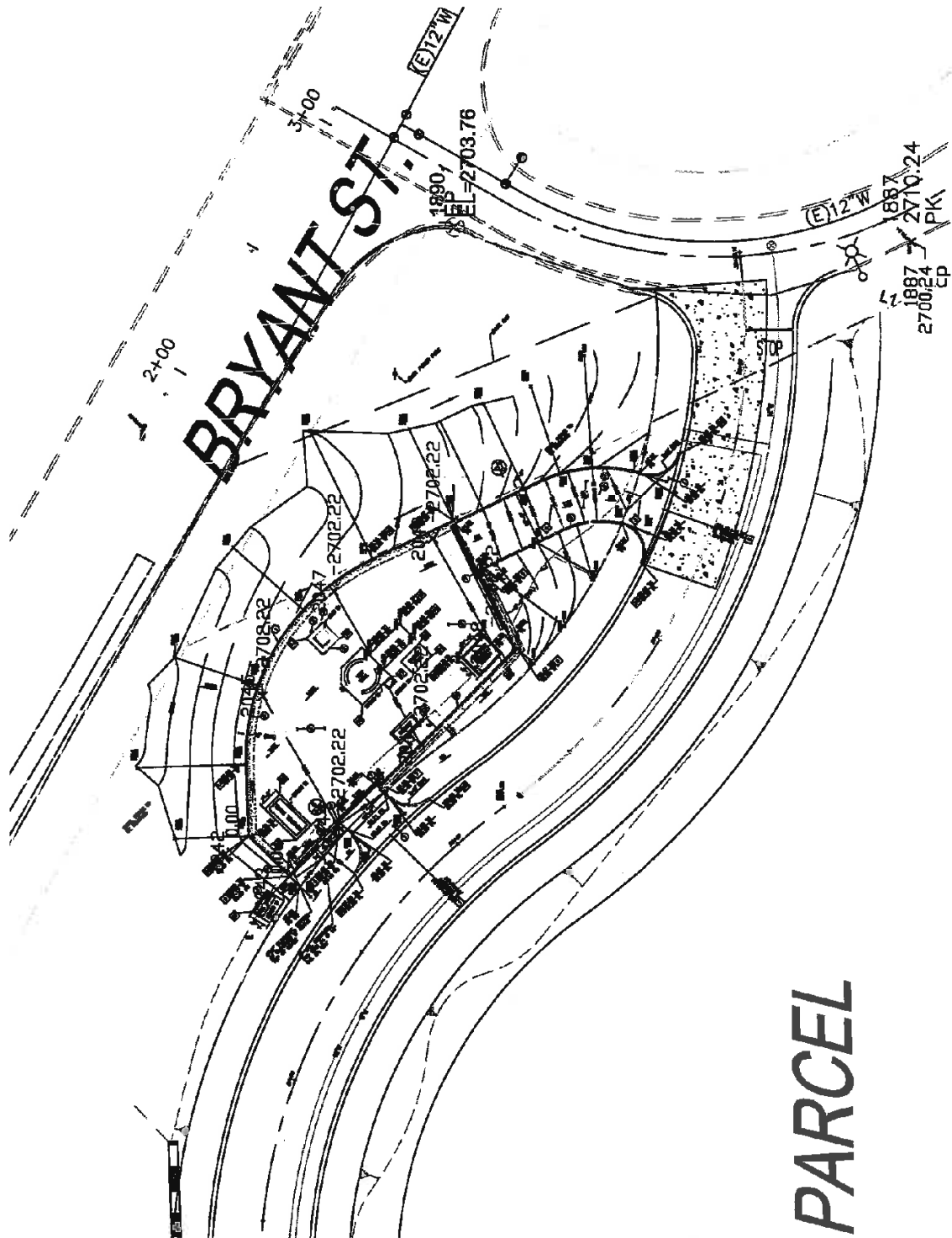


Exhibit E - Notice of High Water Pressure Conditions

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.



Director Memorandum 18-028

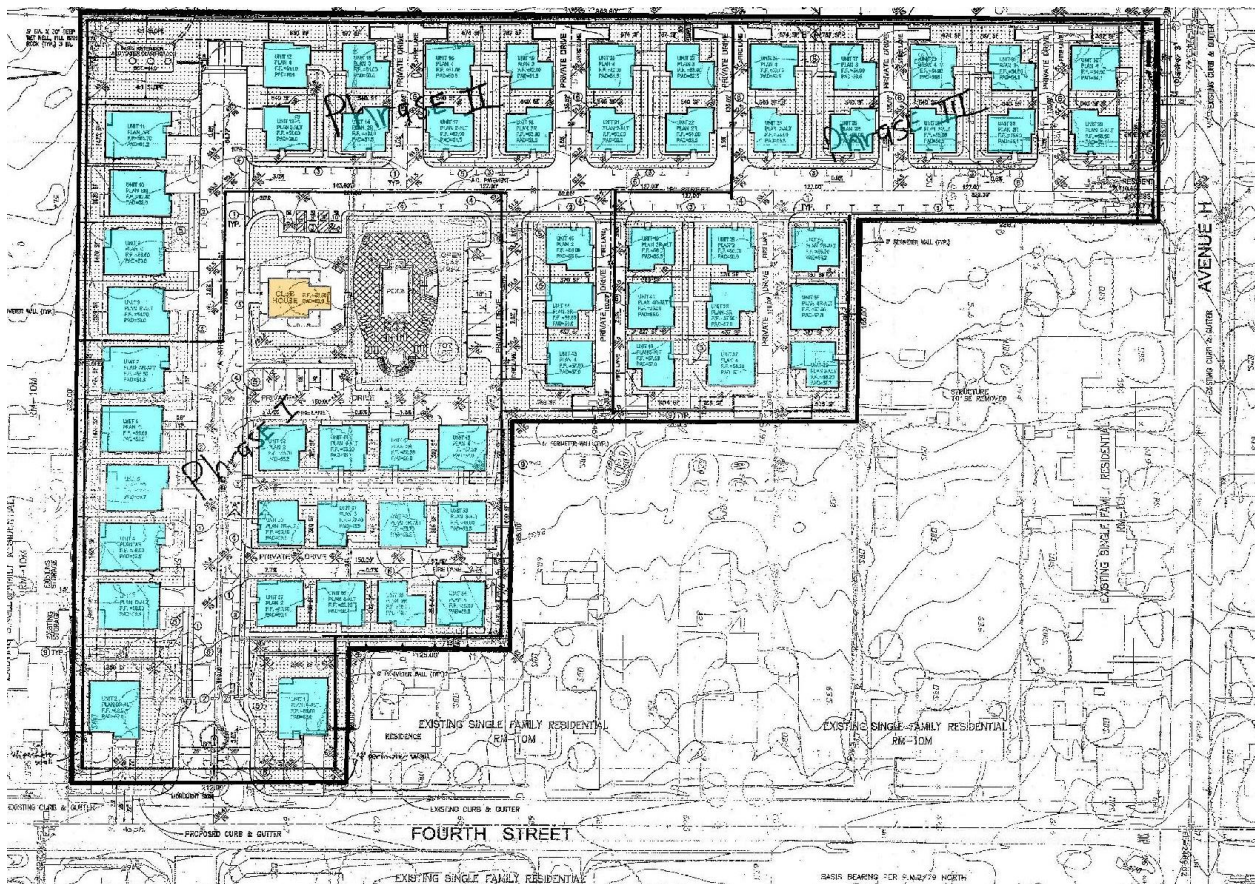
Date: February 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of a Development Agreement No. 2018-03 with MBTK Homes for Sewer Service to Property Located on Avenue H, Yucaipa

Recommendation: That the Board authorizes the General Manager to execute Development Agreement No. 2018-03 following execution by the Developer and any non-substantive changes, if any.

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



**AGREEMENT TO PROVIDE SEWER SERVICE
 TO TRACT NUMBER 18167 IN THE
 CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 6th day of February 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and MBTK Homes, LLC, ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-318	#65-22398

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

MBTK Homes, LLC
 11154 Walnut Avenue
 Redlands, California 92374
 Attention: Mark Buoye
 Telephone: (909) 499-8353
 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
0319-233-06; 0319-233-07 (portion); 0319-233-11 (portion); 0319-233-12, and 0319-233-13.	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 with 57 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 57 detached condominium housing units, shared open space with amenities including clubhouse, pool and spa ("Project"). The Project is located near the intersection of Avenue H and Fourth Street in Yucaipa, California. The Project will receive sewer service only from the Yucaipa Valley Water District.
- B. Special Conditions.** The following conditions, being contained herein, will be required by the Yucaipa Valley Water District for the Developer to receive service for the Project.
1. Project Specific Drinking Water Conditions: The Project will be served drinking water from South Mesa 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 Project.
 2. Project Specific Recycled Water Conditions: The Project will not receive recycled water service from Yucaipa Valley Water District or South Mesa Mutual Water Company.
 3. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater 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.
 - b. Developer shall pay all rates, fees, and charges as required herein and in effect at the time the sewer service is available to any Project phase.
 - c. The Developer is responsible for the on-site sewer Facilities, and the regular sewer charges, as established and approved by the District Board of Directors, will be invoiced to the Project as an annual property tax lien or assessment pursuant to the Rules and Regulations of the District.

5. Rates, Fees and Charges. The most current rates, fees and charges will 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, excluding the on-site Facilities, will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and 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: All easements, dedications and recorded documentation required by the District shall 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 will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
12. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
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 Developer's failure to improve the Property in a manner

consistent with the proposed development plan within twelve months of the effective date of this Agreement; 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: _____

Print Title: _____

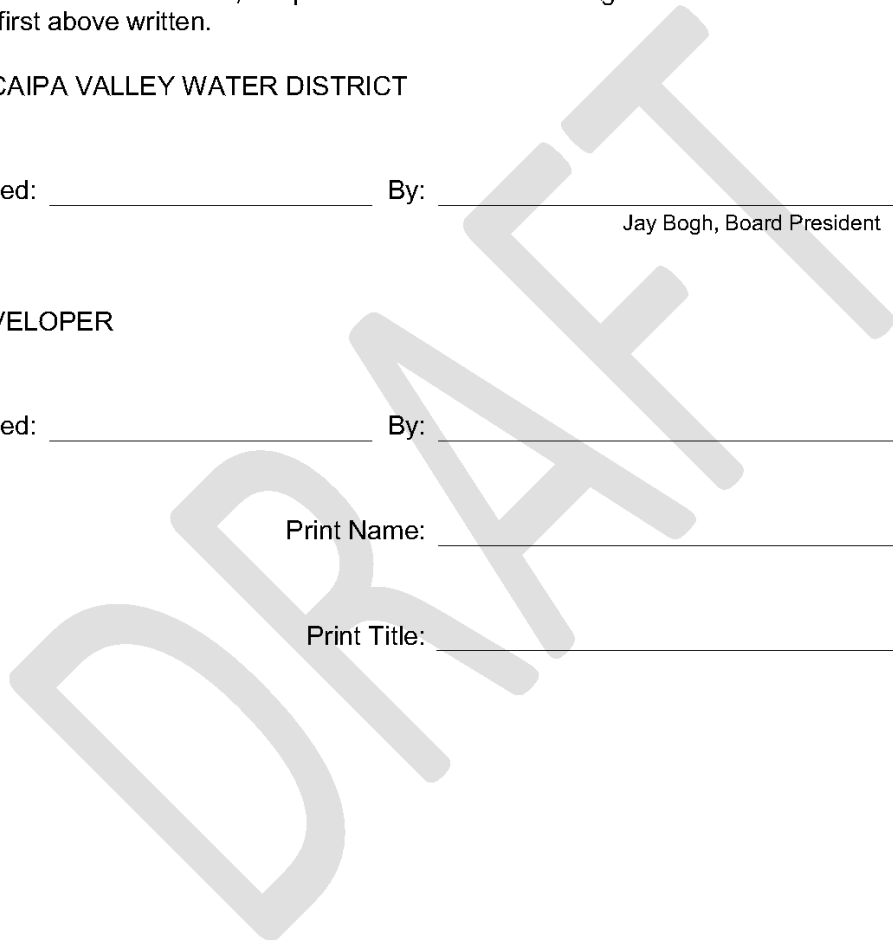


Exhibit A - Project Location and District Boundary

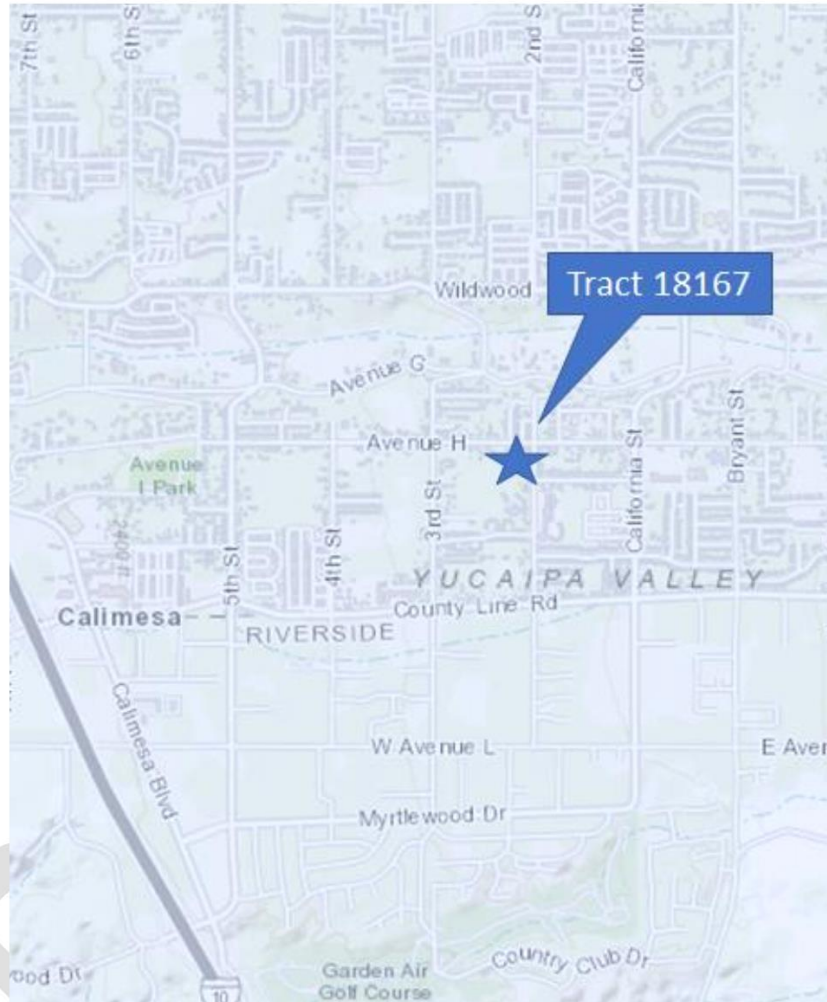


Exhibit B - Proposed Development Concept

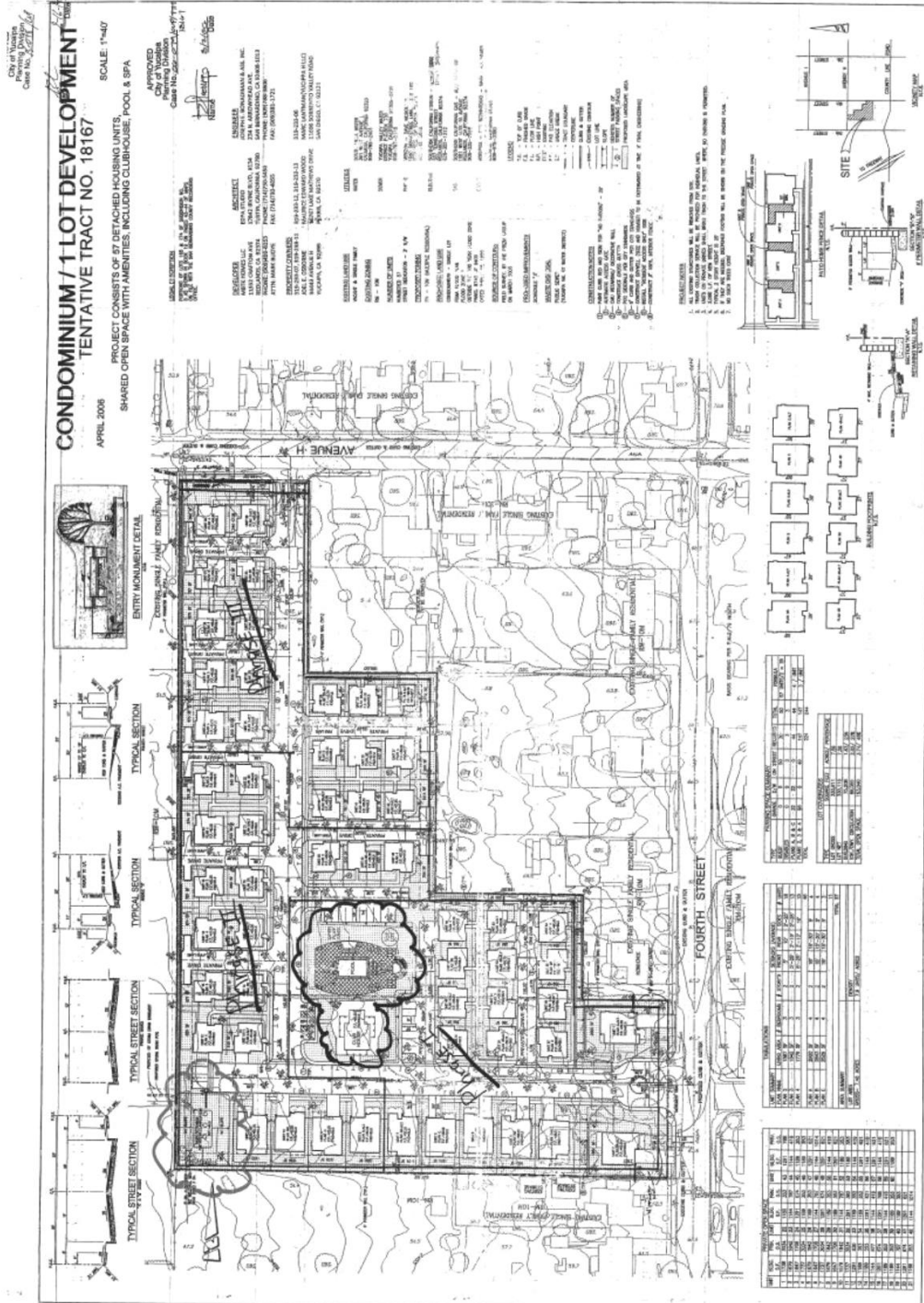


Exhibit C - General Construction Conditions

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: February 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of a Development Agreement No. 2018-04 for Drinking Water, Recycled Water and Sewer Service to Tract No. 14297 - Yucaipa

Recommendation: That the Board authorizes the General Manager to execute Development Agreement No. 2018-04 following execution by the Developer and any non-substantive changes, if any.

A proposed residential development in the City of Yucaipa is requesting the Board of Directors waive the District's detached single family fire flow requirement of 1,500 gallons per minute (gpm) for two hours as stated in Resolution 32-2002, attached herein.



The tentative tract map 14297 has not yet started construction but is proposed to create 33 residential lots of one acre or greater in two phases on 39 acres and an approximately 12-acre remainder parcel.

The Fire Marshal for the City of Yucaipa has authorized the fire flow of 1,000 GPM for one hour for this tract. District staff has met with the Developer, Mr. Tom Fitzroy, and he is motivated to proceed with the project with the information provided by the Fire Marshal. The attached Development Agreement No. 2018-04 waives the fire flow requirement based on Fire Marshal approval.

**AGREEMENT TO PROVIDE DRINKING WATER, SEWER SERVICE,
 AND RECYCLED WATER SERVICE TO TRACT NUMBER 14297
 IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 6th day of February 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and Yucaipa North Bench, LLC, ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-45	#65-220

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

Developer
 Yucaipa North Bench, LLC
 26408 Hobart Circle
 Moreno Valley, California 92555
 Attention: Sam Sarwar
 Telephone: (951) 536-0786

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
0320-161-08; 0320-161-09; and 0320-181-28.	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 with 33 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, sewer service, and recycled 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 33, one-acre residential lots on 39 acres ("Project"). The Project is located east of Yucaipa Ridge Road, in Yucaipa, California. The Project will receive drinking water service, sewer service, and recycled water service from the Yucaipa Valley Water District.
- B. Special Conditions.** The following conditions, being contained herein, will be required by the Yucaipa Valley Water District for the Developer to receive service for the Project.
1. Project Specific Drinking Water Conditions: The Project will receive drinking water from Yucaipa Valley Water District. The Developer will design and construct on-site and off-site drinking water infrastructure ("Facilities") pursuant to District approved plans and requirements.
 2. Project Specific Recycled Water Conditions: The Project will receive recycled water from Yucaipa Valley Water District. The Developer will design and construct on-site and off-site drinking water infrastructure ("Facilities") pursuant to District approved plans and requirements.
 3. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater 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 Conditions. The Developer shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
 - a. The Yucaipa Valley Water District will not provide drinking water, sewer, or recycled water service to the Project until all sewer infrastructure is completed and accepted by the District.
 - b. The Developer shall comply with the pipeline sizing requirements to maximize the fire flow capabilities recommended by the Fire Marshal and/or the District.
 - c. Facilities located in easements shall be protected pursuant to District requirements.
 - d. The Developer shall assist the preparation of an Engineering Report for dual-plumbed homes.

- e. The Project shall incorporate and record CC&Rs for each lot consistent with dual-plumbed requirements.
 - f. The Developer shall provide electronic design drawings in native file formats consistent with existing District enterprise systems.
5. Rates, Fees and Charges. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time of building permit.
 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 (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and 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: All easements, dedications, and recorded documentation required by the District shall 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 will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
 12. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
 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 Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; 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: _____

Print Title: _____

Exhibit A - Project Location and District Boundary



Exhibit B - Proposed Development Concept

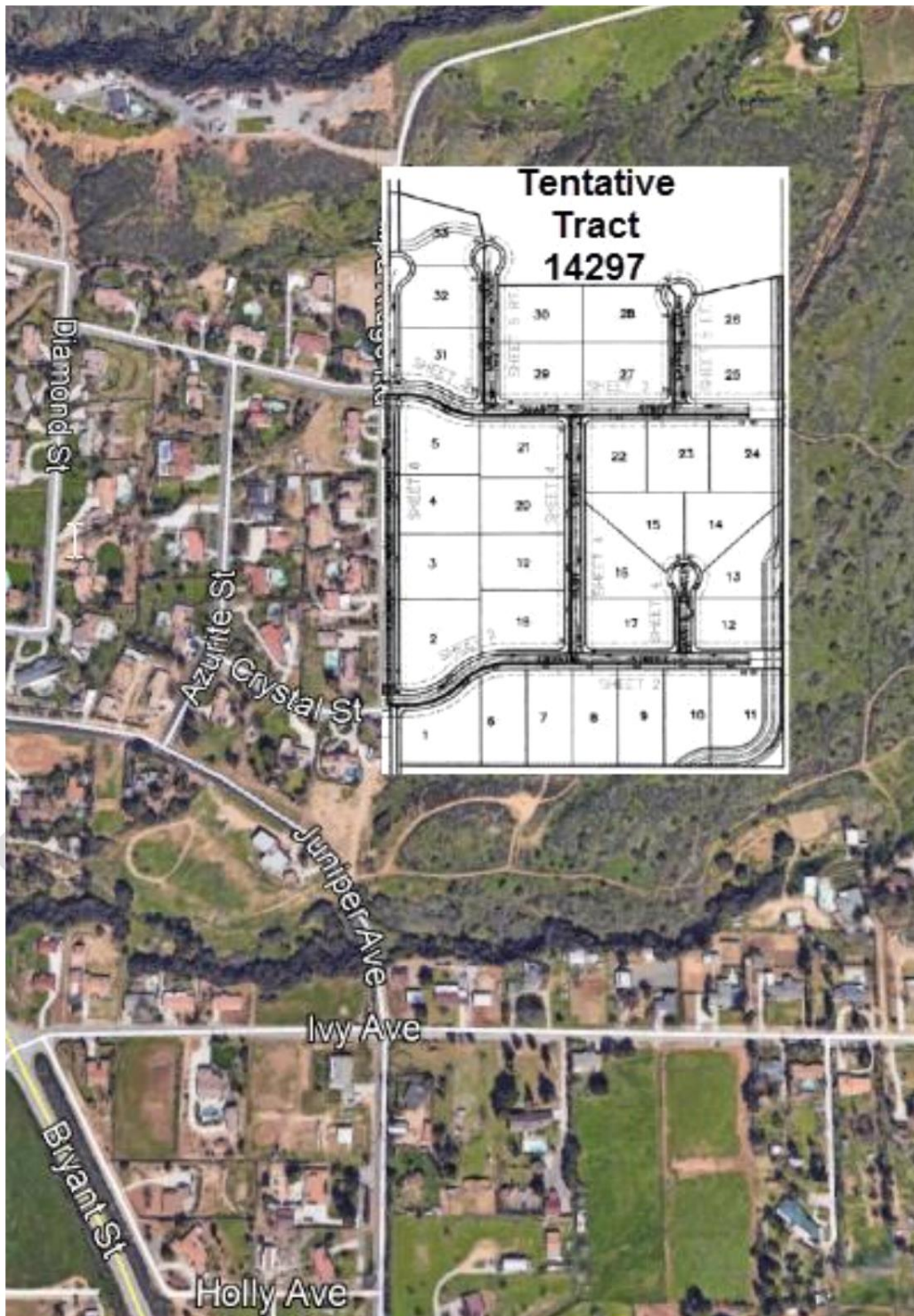


Exhibit C - General Construction Conditions

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



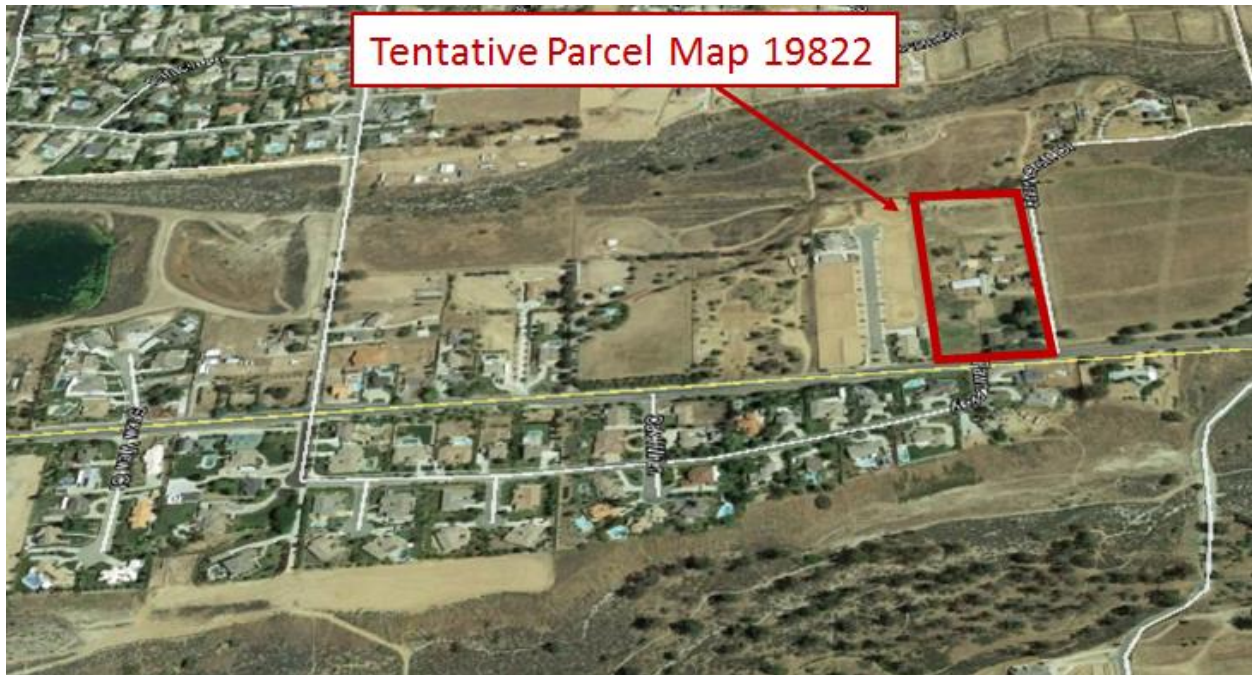
Date: February 6, 2018

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.





Date: February 6, 2018

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Consideration of a Resolution No. 2018-11 Updating CalPERS Employer Paid Member Contributions (EPMC) for Classic Members

Recommendation: That the Board adopts Resolution No. 2018-11.

At the February 6, 2018 board meeting, the Board of Directors will be considering: (1) Memorandum of Agreement with the General Employees of the Yucaipa Valley Water District; (2) Amendment No. 1 to the Memorandum of Agreements for the Management – Supervisory Employee Bargaining Group; and (3) Amendment No. 1 to the Memorandum of Agreements for the Management Exempt Employee Bargaining Group.

Included in the above-mentioned agreements, Classic PERS unit members shall be responsible for paying the employee portion of the PERS retirement contribution effective February 26, 2018. Approval of Resolution No. 2018-11 will authorize PERS to make this change as the District currently pays this portion of the contribution.

RESOLUTION NO. 2018-11

RESOLUTION FOR EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the Yucaipa Valley Water District has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the Yucaipa Valley Water District has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the Yucaipa Valley Water District a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the Yucaipa Valley Water District has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all employees of Classic Members.
- This benefit shall consist of paying 0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be February 26, 2018.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Yucaipa Valley Water District elects to pay EPMC, as set forth above.

BY

Jay Bogh

Board of Directors, President

(Date adopted and approved)

Board Reports



Yucaipa Valley Water District

Director Comments



Yucaipa Valley Water District



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

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

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

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

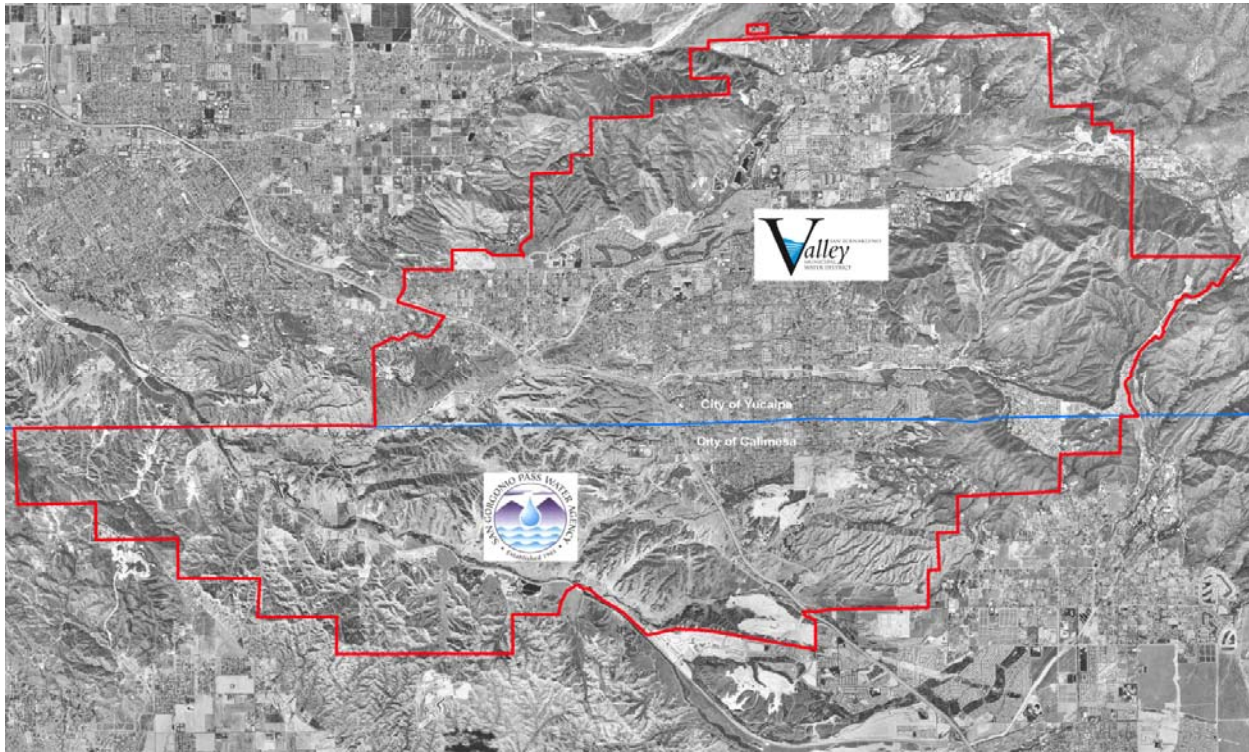
Water System: 215 miles of drinking water pipelines
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
12,000 ac-ft annual water demand (3.9 billion gallons)
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional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

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

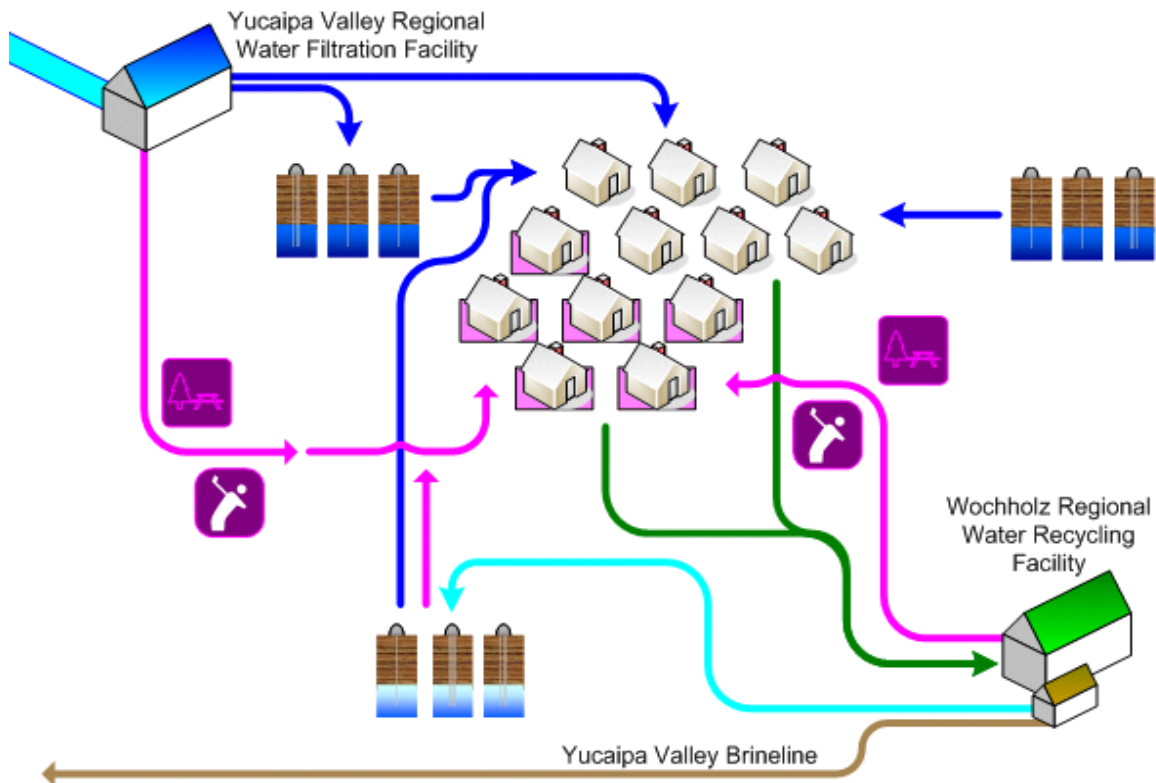
Recycled Water: 22 miles of recycled water pipelines
5 reservoirs - 12 million gallons of storage
1,200 ac-ft annual recycled demand (0.4 billion gallons)

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

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



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





THE MEASUREMENT OF WATER PURITY

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

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

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

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

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

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





GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wastewater – Any water that enters the sanitary sewer.

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

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

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

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

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

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

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

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

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

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





COMMONLY USED ABBREVIATIONS

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