



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

Tuesday, March 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 - February 20, 2018
 - 2. Board Workshop - February 27, 2018
 - B. Settlement Agreement and General Release for an Easement Acquisition
- V. **STAFF REPORT**
- VI. **DISCUSSION ITEMS**
 - A. Consideration of an Agreement with the City of Yucaipa for the Installation of a Parallel Sewer Segment of Mainline on 6th Place as part of the Proposed Wildwood Creek Bridge Improvements [[Director Memorandum No. 18-039 - Page 21 of 63](#)]
RECOMMENDED ACTION: That the Board authorizes the General Manager to execute the attached agreement.
 - B. Consideration of Resolution No. 2018-12 Updating the Water Meter Installation Fees for Drinking Water and Recycled Water and Identifying the Use of 50" Water Meter Boxes for Drinking Water and Recycled Water Infrastructure [[Director Memorandum No. 18-040 - Page 25 of 63](#)]
RECOMMENDED ACTION: That the Board adopts Resolution No. 2018-12.
 - C. Appointment of a Representative to the San Bernardino Basin Groundwater Council [[Director Memorandum No. 18-041 - Page 30 of 63](#)]
RECOMMENDED ACTION: That the Board authorizes and appoints the General Manager to the San Bernardino Basin Groundwater Council.

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. Overview of a Claim for Damages at 35553 Grandview Drive, Yucaipa - Zaldivar [[Director Memorandum No. 18-042 - Page 31 of 63](#)]
 RECOMMENDED ACTION: That the Board denies the claim for damages based on the information that was provided and refers the claim to the District's insurance carrier for processing.
- E. Consideration of Development Agreement No. 2018-05 for Water and Sewer Service to Tentative Parcel Map No. 19822 - Moran [[Director Memorandum No. 18-043 - Page 37 of 63](#)]
 RECOMMENDED ACTION: That the Board authorizes the execution of Development Agreement No. 2018-05 for Two Parcels within Tentative Parcel Map No. 19822 - Mike Moran
- F. Consideration of Development Agreement No. 2018-03 to Provide Sewer Service to Tract Number 18167 - MBTK Homes [[Director Memorandum No. 18-044 - Page 38 of 63](#)]
 RECOMMENDED ACTION: That the Board authorizes the execution of Development Agreement No. 2018-03.

VII. BOARD REPORTS & DIRECTOR COMMENTS

VIII. CLOSED SESSION

- A. 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
- B. 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
- C. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9(b)) -
 Two Cases

IX. ANNOUNCEMENTS

- A. March 8, 2018 at 4:00 p.m. - Strategic Planning Workshop
- B. March 13, 2018 at 4:00 p.m. - Board Workshop
- C. March 20, 2018 at 6:00 p.m. - Regular Board Meeting
- D. March 27, 2018 at 4:00 p.m. - Board Workshop
- E. April 3, 2018 at 6:00 p.m. - Regular Board Meeting
- F. April 10, 2018 at 4:00 p.m. - Board Workshop
- G. April 17, 2018 at 6:00 p.m. - Regular Board Meeting
- H. April 24, 2018 at 4:00 p.m. - Board Workshop
- I. May 1, 2018 at 6:00 p.m. - Regular Board Meeting
- J. May 8, 2018 at 4:00 p.m. - Board Workshop
- K. May 15, 2018 at 6:00 p.m. - Regular Board Meeting
- L. May 29, 2018 at 4:00 p.m. - Board Workshop
- M. June 5, 2018 at 6:00 p.m. - Regular Board Meeting

X. ADJOURNMENT

Consent Calendar



Yucaipa Valley Water District

MINUTES OF A REGULAR BOARD MEETING

February 20, 2018 at 6:00 P.M.

Directors Present:

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

Staff Present:

Joseph Zoba, General Manager
Kathryn Hallberg, Management Analyst
Matthew Porras, Management Analyst
Mike Kostelecky, Operations Manager
Kevin Lee, Interim Operations Manager
Thaxton Van Belle, Interim Operations Manager
John Wrobel, Public Works Manager

Directors Absent:

Tom Shalhoub, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Steven Leach, Senior Staff Scientist, Novozymes
Leonard Stephenson, San Geronio 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, and Director Chris Mann present. Director Tom Shalhoub was absent.

PUBLIC COMMENTS

None

CONSENT CALENDAR

General Manager Joseph Zoba requested item D. be removed from the Consent Calendar.

Director Chris Mann moved to approve items A, B, and C of the consent calendar and Director Lonni Granlund seconded the motion.

- A. Minutes of Meetings
 - 1. Regular Board Meeting - February 6, 2018
 - 2. Board Workshop - February 13, 2018
- B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts

2. Ratify General Expenses for January 2018
- C. Amendment No. 13 to Employment Agreement with Joseph B. Zoba
- D. ~~Settlement Agreement and General Release for an Easement Acquisition~~

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 - Absent

STAFF REPORT

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

- *A 'Water Grab'?* Southern California water agency eyes possible control of Delta tunnels project, The Sacramento Bee, February 13, 2018 was provided in the board meeting packet.
- 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.
- A board workshop will be conducted on March 2, 2018 at the Crafton Hills Fire Academy.
- A strategic planning workshop will be held on Thursday, March 8, 2018 at 4:00 pm to review future capital improvements.
- The Orange County Water Summit will be held on June 1, 2018.
- Mr. Steven Leach, Senior Scientist from Novozymes provided an overview of the active biological communities at the Wochholz Regional Water Recycling Facility. Mr. Leach is working with the District staff to study and resolve the filamentous bacteria *Nocardia* that causes foaming in the wastewater treatment process.

DISCUSSION ITEMS:

DM 18-032

AUTHORIZATION TO
PROCEED WITH THE
REHABILITATION AND
REFURBISHMENT OF
BELT PRESS NO. 1
AND NO. 2 AT THE
WOCHHOLZ REGIONAL
WATER RECYCLING
FACILITY

Interim Operations Manager Kevin Lee discussed the rehabilitation and refurbishment of Belt Press No. 1 and Belt Press No. 2 at the Wochholz Regional Water Recycling Facility. The District staff recommended adding Option 1 (two times \$16,130) and Option 2 (two times \$5,940) to the original recommendation of \$349,561 for a total authorization of \$393,701.

Following a discussion by the Board of Directors, Director Lonni Granlund moved to direct District staff to authorize the District staff to proceed with rebuilding two belt filter press units with option 1 and 2 for a sum not to exceed \$393,701. 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 - Absent

DM 18-033

RATIFICATION OF
EMERGENCY
STRUCTURAL REPAIRS
FOR DRINKING WATER
RESERVOIR R-17.1.1

Operations Manager Mike Kostecky discussed the ratification of emergency structural repairs to drinking water reservoir R-17.1.1

Following a discussion by the Board of Directors, Director Bruce Granlund moved to ratify the emergency repairs to Reservoir R-17.1.1 with Superior Tank Solutions for a sum not to exceed \$47,340. 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 - Absent

DM 18-034

SOLE SOURCE
PROCUREMENT FOR
THE REPLACEMENT
OF PRIMARY
CLARIFIER
EQUIPMENT AT THE
WOCHHOLZ REGIONAL
WATER RECYCLING
FACILITY

Interim Operations Manager Thaxton Van Belle discussed the authorization for sole source procurement related to the replacement of primary clarifier equipment at the Wochholz Regional Water Recycling Facility.

Following a discussion by the Board of Directors, Director Bruce Granlund moved to approve and authorize the Single/Sole Source Justification for Brentwood Industries / Polychem Systems for an estimated amount of \$160,000. 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 - Absent

DM 18-035

AWARD OF A
CONSTRUCTION
CONTRACT FOR
YUCAIPA BOULEVARD
SEWER – HAMPTON
ROAD TO 18TH STREET

Management Analyst Matthew Porras presented the bid results for the construction of a sewer mainline on Yucaipa Boulevard near Hampton Road.

Following a discussion by the Board of Directors, Director Lonni Granlund moved to awards a construction contract to Weka, Inc. for a sum not to exceed \$526,193. 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 - Absent

DM 18-036

PRESENTATION OF
THE UNAUDITED
FINANCIAL REPORT
FOR THE PERIOD
ENDING ON JANUARY
31, 2018

General Manager Joseph Zoba presented information about the unaudited financial report for the period ending on January 31, 2018.

Following a discussion by the Board of Directors, 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 - Absent

DM 18-037

NOMINATION OF
REGULAR SPECIAL
DISTRICT AND
ALTERNATE SPECIAL
DISTRICT MEMBERS
OF THE COUNTYWIDE
OVERSIGHT BOARD
FOR REDEVELOPMENT

General Manager Joseph Zoba discussed the nomination of a regular and alternate member for the Countywide Oversight Board for Redevelopment.

Following a discussion by the Board of Directors, Director Bruce Granlund moved to nominate Chris Mann as the regular and alternate special district member for the Countywide Oversight Board for Redevelopment. 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 - Absent

DM 18-038

CONSIDERATION OF A
DEVELOPMENT
AGREEMENT NO. 2018-
04 FOR DRINKING
WATER, RECYCLED
WATER AND SEWER
SERVICE TO TRACT
NO. 14297 - YUCAIPA

Management Analyst Matthew Porras discussed Development Agreement No. 2018-04 for Tract No. 14297.

Following a discussion by the Board of Directors, Director Chris Mann moved to approve Development Agreement No. 2018-04. 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 - Absent

BOARD REPORTS AND
DIRECTOR COMMENTS

- Director Lonni Granlund reported on her attendance at the California Special District Association Leadership Academy.
- Director Lonni Granlund reported on the San Geronio Pass Water Agency Engineering Workshop on February 12, 2018.
- Director Bruce Granlund reported on the San Geronio Pass Water Agency Engineering Workshop on February 12, 2018.
- Director Chris Mann reported on the Yucaipa City Council meeting on February 12, 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 6:40 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

February 27, 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
Katie Hallberg, Management Analyst
Matthew Porras, Management Analyst
Mike Kostelecky, Operations Manager
Kevin Lee, Interim Operations Manager
Ashley Gibson, Water Resource Supervisor
Mike Rivera, Public Works Supervisor
Chelsie Fogus, Engineering Technician
Ron Elisalda, Utility Service Worker
Dustin Hochreiter, Utility Service Worker

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Guests and Others Present:

Linda Shelton, Customer
Kevin Garcia, Customer
John Ohanian, Terra Verde Group LLC
Leonard Stephenson, San Gorgonio Pass Water Agency

- I. Call to Order - 4:00 p.m.
- II. Public Comments: None
- III. Staff Report:
 - General Manager Joseph Zoba discussed the importance of the articles distributed with the board workshop packet.
 - General Manager Joseph Zoba provided information about future meetings.
- IV. Presentations
 - A. Applications and Uses of Photogrammetry Technology [Workshop Memorandum No. 18-067] - Management Analyst Katie Hallberg and Public Works Supervisor Mike Rivera discussed applications and uses of photogrammetry technology.
 - B. Overview of a Brine Management Wetland Project - Goodyear, Arizona [Workshop Memorandum No. 18-068] - Management Analyst Katie Hallberg provided an overview of a brine management wetland project in Goodyear, Arizona.
- V. Operational Updates
 - A. The Benefits of Implementing Water and Wastewater DNA Sequencing Strategy [Workshop Memorandum No. 18-069] - Management Analyst Katie Hallberg

discussed the benefits of implementing a water and wastewater DNA sequencing strategy.

- B. Status Report of Water Mainline Breaks in the Wildwood Canyon Area [Workshop Memorandum No. 18-070] - Operations Manager Mike Kostecky provided a status report of water mainline breaks in the Wildwood Canyon area.

VI. Capital Improvement Projects

- A. Status Report on the Installation of a Parallel Sewer Segment of Mainline on 6th Place as part of the Proposed Wildwood Creek Bridge Improvements [Workshop Memorandum No. 18-071] - Management Analyst Matthew Porras provided a status report on the installation of a parallel sewer segment of mainline on 6th Place as part of the proposed Wildwood Creek Bridge improvements.
- B. Status Report on the Emergency Repairs for Drinking Water Reservoir 17.1.1 [Workshop Memorandum No. 18-072] - Operations Manager Mike Kostecky provided a status report on the emergency repairs for Drinking Water Reservoir 17.1.1.

VII. Policy Issues

- A. Discussion Regarding a Draft Resolution for the Implementation of 50" Water Meter Boxes for Drinking Water and Recycled Water Infrastructure [Workshop Memorandum No. 18-073] - General Manager Joseph Zoba discussed a draft resolution for the implementation of 50" water meter boxes for Drinking Water and Recycled Water infrastructure.
- B. Discussion Regarding the Development of a Policy Related to Accessory Dwelling Units and Other Multiple Unit Developments [Workshop Memorandum No. 18-074] - General Manager Joseph Zoba discussed the development of a policy related to accessory dwelling units and other multiple unit developments.
- C. Overview of the Western Coalition of Arid States (WESTCAS) Legislative Workshop [Workshop Memorandum No. 18-075] - Management Analyst Matthew Porras overview of the Western Coalition of Arid States (WESTCAS) Legislative Workshop.

VIII. Development Projects

- A. Discussion Regarding a Development Agreement for Sewer Service to Property Located on Avenue H, Yucaipa as Tract No. 18167 - MBTK Homes [Workshop Memorandum No. 18-076] - General Manager Joseph Zoba discussed a Development Agreement for Sewer Service to property located on Avenue H, Yucaipa as Tract No. 18167.

IX. Administrative Issues

- A. Overview of the Draft 2017 Consolidated Annual Report and Engineering Report of the Beaumont Basin Watermaster [Workshop Memorandum No. 18-077] - General Manager Joseph Zoba provided an overview of the Draft 2017 Consolidated Annual Report and Engineering Report of the Beaumont Basin Watermaster.

- X. Director Comments – Director Tom Shalhoub recognized the professionalism and dedication of the District staff members.

- XI. Closed Session – None.

- X. Adjournment - The meeting was adjourned at 5:20 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Settlement Agreement") is entered into, effective this 8th day of February, 2018, between the Yucaipa Valley Water District ("District"), Robinson Ranch Investment Company, a California limited partnership ("Robinson Ranch"), Kenneth Robinson and Sandy Robinson. The above-mentioned parties shall sometimes be collectively referred to hereinafter as the "Parties" or individually as a "Party". This Settlement Agreement is made with reference to the following facts:

RECITALS

A. This dispute arises out of construction of a public works project known as the 21 Inch Sewer Transmission Pipeline Support Structure project, on the subject property of this action, located in Yucaipa, California (the "Project").

B. Robinson Ranch presented the District with a claim dated January 6, 2017 (the "Claim"), which included, without limitation, claims for losses and damages allegedly resulting from the Project.

C. On June 28, 2017, Robinson Ranch filed case number CIVDS 1712116 in San Bernardino Superior Court (the "Lawsuit"). The purpose of this Agreement is to resolve all claims, demands, actions, causes of action, by Robinson Ranch, Kenneth Robinson and Sandy Robinson against the District which arise out of or are related to the Project.

D. The Parties seek to reach a full and final compromise and settlement of all claims, demands, actions, causes of action, by all claims, demands, actions, causes of action, by Robinson Ranch, Kenneth Robinson and Sandy Robinson against the District which arise out of or are related to the Project.

NOW, THEREFORE, in consideration of the terms, promises, covenants and conditions contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 The District agrees as follows:

(a) For the full and final settlement of all costs, claims, demands, disputes and causes of action arising out of and related to the Project, the District agrees to pay Robinson Ranch the sum of Seventy-Five Thousand Dollars (\$75,000) within thirty (30) days from the date this Agreement is approved by the District's Board of Directors.

(b) To install within 30 days of one ¾ inch drinking water meter and back flow device and one backflow device in mutually agreeable locations as described in the District's correspondence dated January 13, 2016, including all costs, fees and parts associated therewith.

(c) The obligations set forth in Section 1.0 constitute valid and sufficient consideration for the obligations set forth in Sections 2.0 of this Settlement Agreement.

2.0 Robinson Ranch, Kenneth Robinson and Sandy Robinson agree as follows:

(a) To accept payments and benefits from the District as described in Sections 1.0(a) and 1.0(b) above, as full and final settlement of the Claim, the Lawsuit, and all other disputes that Robinson Ranch, Kenneth Robinson and Sandy Robinson may have against the District related to the Project.

(b) Execute a Grant of Easement concurrently with this Agreement, a copy of which is attached hereto and incorporated herein by reference, to be recorded by the District at the District's cost.

(c) Dismiss the Lawsuit with prejudice within 10 days of the receipt of the payments and benefits set forth in Sections 1.0(a) and 1.0(b).

(d) Robinson Ranch, Kenneth Robinson and Sandy Robinson shall forever waive any and all claims, disputes, controversies, allegations, demands, actions, causes of action, damages, costs, or other claims whatsoever in law or in equity, fixed or contingent, known or unknown, which Robinson Ranch, Kenneth Robinson and Sandy Robinson or their predecessor or successor entities may have or claim to have, or at any time heretofore has had, pertaining to, relating to, connected with, the Project or any other disputes that Robinson Ranch, Kenneth Robinson and Sandy Robinson may have against the District which arise out of the Project and are not otherwise specifically excluded from this Settlement Agreement.

(e) Damages resulting from failure or malfunction of the Project are specifically excluded from this Settlement Agreement.

(f) This obligation as well as the other obligations and releases set forth herein this Settlement Agreement constitute valid and sufficient consideration for the obligations set forth in Section 1.0 of this Settlement Agreement.

3.0 GOOD FAITH SETTLEMENT OF ALL ISSUES IN DISPUTE

Each Party to this Settlement Agreement understands, acknowledges and agrees that the settlement and release set forth herein has been reached in good faith to resolve all outstanding issues between the Parties related to the Project, unless otherwise excluded from this Settlement Agreement, and will so stipulate and request the court to so order.

4.0 EFFECT OF RECITALS

The recitals set forth above are expressly incorporated herein and are agreed upon as correctly setting forth the nature of the dispute between the Parties.

5.0 GENERAL RELEASE

(a) Except for the obligations set forth in, created by, arising out of or reserved by this Settlement Agreement, Robinson Ranch, Kenneth Robinson and Sandy Robinson, for themselves, and for all of their respective heirs, executors, administrators, successors and assigns (collectively the "Releasers"), do hereby fully and forever release, discharge, and dismiss any and all present and future claims, demands, actions, causes of action, rights, damages, costs, expenses and compensations whatsoever, in law or in equity, in the nature of an administrative proceeding or otherwise (known, unknown, contingent, accrued, inchoate or otherwise), that Releasers have, have had or may have, now or in the future, against the District and all companies, partnerships, individuals, associated or affiliated or otherwise connected therewith, and of their agents, attorneys, servants, successors, heirs, executors, associations or partnerships ("Releasees"), arising out of or relating in any way to the Claim and/or the Project.

6.0 COMPROMISE OF DISPUTED CLAIMS

(a) THE PARTIES ACKNOWLEDGE THAT THE SETTLEMENT EMBODIED IN THIS SETTLEMENT AGREEMENT IS A COMPROMISE OF DISPUTED CLAIMS AND IS NOT AN ADMISSION OF LIABILITY OF ANY TYPE OR NATURE WITH RESPECT TO ANY MATTER, WHETHER OR NOT REFERRED TO HEREIN.

7.0 WAIVER

The Releasers expressly waive and relinquish any rights or benefits available to them under the provisions of Section 1542 of the Civil Code of California, and any similar law or provision, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with debtor.

The Releasers fully understand that if the facts with respect to which this Settlement Agreement and General Release is executed are hereafter found to be other than or different from the facts now believed by them to be true, they expressly accept and assume the risk of such possible difference in the facts and agree that this Settlement Agreement and General Release shall be and remain effective, notwithstanding such difference in facts. All Releasers hereby acknowledge that the effect and import of this provision has been fully explained to their representatives by their own counsel and that they are aware of its contents and legal effect.

8.0 CONSIDERATION

The Parties acknowledge that the global performance of the items set forth in Sections 1.0 through 2.0, inclusive, hereinabove constitutes good and sufficient consideration for the full and final settlement of the Claim, the Lawsuit, and/or any other claims, demands, actions, causes of

action, rights, damages, costs, expenses and compensations whatsoever by the Releasors against the District which arise out of or are related to the Project and are not otherwise specifically excluded from this Settlement Agreement. This Settlement Agreement and the documents and instruments to be exchanged after the execution and delivery of this Settlement Agreement constitute a fully executed settlement, accord and satisfaction, and a general and special release of all claims arising out of the disputes, controversies and allegations by the Releasors related to the Claim, the Lawsuit, and/or any other claims, demands, actions, causes of action, rights, damages, costs, expenses and compensations whatsoever by the Releasors against the District that are not otherwise specifically excluded from this Settlement Agreement. Any and all prior discussions, negotiations, commitments and understandings related hereto are merged herein. Each of the Parties herein acknowledges that it intends that this Settlement Agreement embodies all of the terms and provisions of the Settlement Agreement and the Parties hereto are not relying upon, and have not relied upon, any representation, oral or otherwise, express or implied, which is not recited, contained or embodied in this Settlement Agreement.

9.0 NO REPRESENTATIONS

The Parties acknowledge that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatever, express or implied, or statutory, not contained herein concerning the subject matter hereof to induce the Parties to execute this instrument in reliance on any such promise, representation, or warranty not contained herein.

10.0 NO ASSIGNMENT

Each of the Parties represents and warrants to the others that he has not heretofore assigned or transferred, or purported to assign or transfer, to any persons not a Party hereto any claim or matter covered by this Settlement Agreement and General Release, or any part or portion thereof, and each Party agrees to indemnify and hold harmless the others from and against any claim, demand, damage, debt, liability, account, reckoning, obligation, cost, expense, lien, action, and cause of action (including the payment of attorney's fees and costs actually incurred, whether or not litigation is commenced) based on, in connection with, or arising out of any such assignment or transfer, or purported or claimed assignment or transfer.

11.0 DEFAULT

In the event any Party fails to comply with its obligations under this Settlement Agreement and General Release, that Party shall be in default. Any non-defaulting Party shall have the right to have this Settlement Agreement and General Release enforced pursuant to Code of Civil Procedure Section 664.6. The Parties agree that the Superior Court of the State of California, County of San Bernardino, shall retain jurisdiction over the Parties to enforce this Settlement Agreement and General Release.

12.0 ADVICE OF ATTORNEY

Each Party declares that, prior to the execution of this Settlement Agreement and General Release, he has had an opportunity to consult with an attorney of his own choice in order that he may intelligently exercise his own judgment in deciding whether to execute, and in deciding on the

contents of, this Settlement Agreement and General Release.

13.0 EXPENSES AND ATTORNEYS' FEES INCURRED IN CONNECTION HEREWITH.

The Parties hereto shall bear their own respective expenses and attorneys' fees incurred in connection with the Federal Action, State Action, Motion, and this Agreement.

14.0 ENTIRE AGREEMENT

This Settlement Agreement and General Release constitutes the entire agreement between the Parties regarding the above-referenced matters, and supersedes any other oral or written agreements or understandings between the Parties regarding these matters.

15.0 FUTURE ACTS

Each Party hereto agrees to perform such future acts and to execute and deliver such further documents as may be reasonably necessary to effectuate the purpose of this Settlement Agreement and General Release.

16.0 NO ADMISSION OF LIABILITY

This Settlement Agreement and General Release is not an admission of liability by any of the Parties for any reason.

17.0 CONSTRUCTION

This Settlement Agreement and General Release shall be construed as if all Parties hereto, and each of them, prepared it and any uncertainty or ambiguity shall not be interpreted to favor one Party over any other Party.

18.0 BOARD OF DIRECTORS APPROVAL

The terms and conditions of this Settlement Agreement and General Release are subject to approval of the Board of Directors of the Yucaipa Valley Water District.

19.0 BINDING EFFECT

This Settlement Agreement and General Release shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

20.0 GOVERNING LAW

This Settlement Agreement and General Release shall be construed and interpreted according to the laws of the State of California.

21.0 AMENDMENTS

No amendment, modification or waiver of any provision of this Settlement Agreement and General Release shall be effective unless it is in writing and signed by all of the Parties.

22.0 COUNTERPART EXECUTION

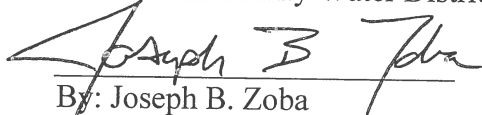
This Settlement Agreement and General Release maybe executed in counterparts, with the same force and effect as if the signing Parties had executed the same original. The Parties agree that a facsimile copy may be used in lieu of an original.

23.0 SEVERABILITY

If any of the provisions of this Settlement Agreement and General Release are determined to be unenforceable, such a determination shall not render any other provision under this Settlement Agreement unenforceable.

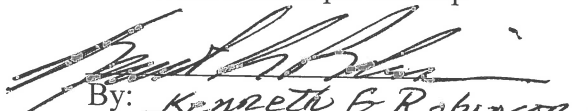
WHEREFORE, the Parties have executed this six-page Settlement Agreement and General Release in California, on the date written below.

YUCAIPA VALLEY WATER DISTRICT,
a California County Water District


By: Joseph B. Zoba
Its: General Manager

Dated: February 8, 2018

ROBINSON RANCH INVESTMENT COMPANY, a
California limited partnership


By: Kenneth E. Robinson
Its: General Partner

Dated: February 8, 2018


By: Kenneth Robinson

Dated: February 8, 2018


By: Sandy Robinson

Dated: February 8, 2018

Staff Report



Yucaipa Valley Water District

Discussion Items





Date: March 6, 2018

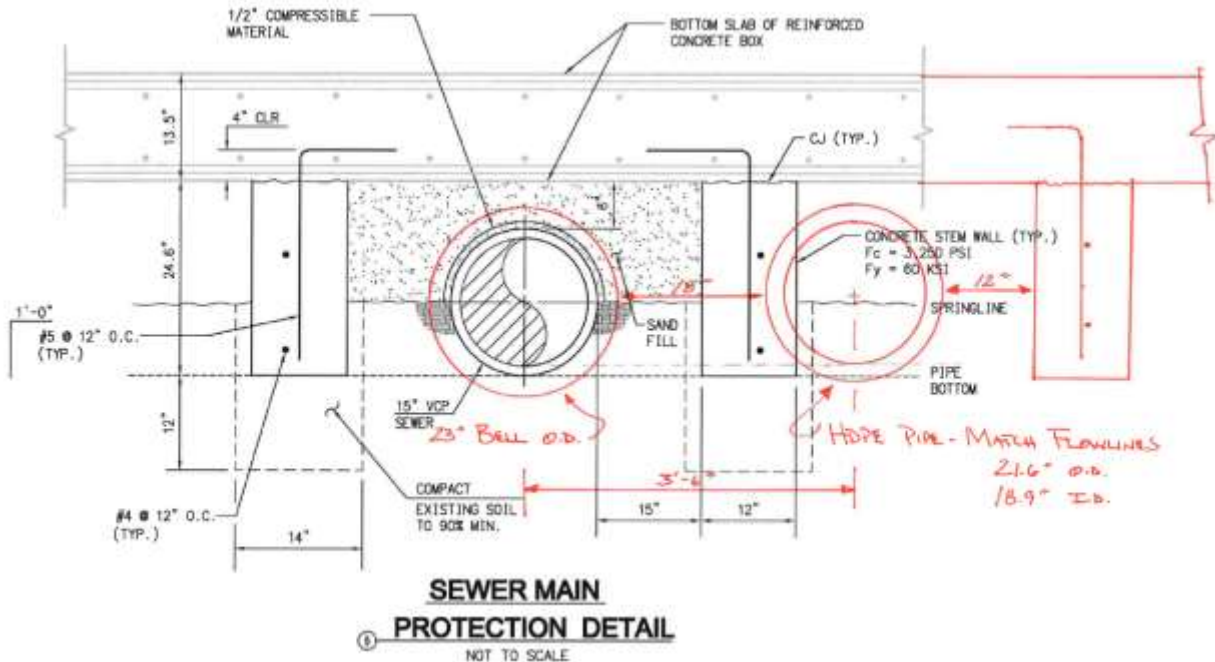
Prepared By: Matt Porras, Management Analyst

Subject: Consideration of an Agreement with the City of Yucaipa for the Installation of a Parallel Sewer Segment of Mainline on 6th Place as part of the Proposed Wildwood Creek Bridge Improvements

Recommendation: That the Board authorizes the General Manager to execute the attached agreement.

The District staff has been coordinating with the City of Yucaipa for the construction of a bridge on Sixth Place to at the crossing of Wildwood Creek.

The District staff is proposing to install a spare sewer mainline in Sixth Place together with the box culvert construction proposed by the City of Yucaipa. The installation of this segment of sewer will provide alternatives for the replacement and extension of sewer mainlines in the Districts' service area.



**6th PLACE – SOUTH OF WILDWOOD CANYON
AGREEMENT BY AND BETWEEN
THE CITY OF YUCAIPA AND THE YUCAIPA VALLEY WATER DISTRICT**

February 15, 2018

The City of Yucaipa, a Municipal Corporation, hereinafter referred to as “City”, and Yucaipa Valley Water District, a Special District, hereinafter referred to as “District”, hereby mutually agree as follows:

A. Purpose of Agreement. The City is in the process of improving the low water crossing in 6th Place by means of installing a box culvert and raising the road surface elevation. To protect the District’s existing sewer infrastructure, a concrete encasement structure will be installed over the sewer by the City. The District will provide material and compensate the City for the excavation, construction and backfilling of a parallel sewer pipe segment, 55 linear feet in length, to be installed within the encasement.



B. Scope of Agreement. The Scope of the Agreement includes:

1. The District will provide the construction design changes for the HDPE pipe segment to the City in their requested format.
2. The District will furnish the 55’ HDPE pipeline material to be Project Site and pay fair compensation in the amount of \$1,200 to the City.
3. The City shall direct their contractor to install the HDPE pipeline segment, end caps, and pipeline locating devices as provided and desired by the District.
4. The City shall install a concrete encasement structure to protect the existing sewer mainline and HDPE pipeline segment.
5. The District will provide the necessary construction inspection services to the City’s project relating to the District’s infrastructure at no cost to the City.

IN WITNESS WHEREOF, the City of Yucaipa and the Yucaipa Valley Water District have executed this Agreement the day and year first written below.

The City and District hereby agree to the full performance of the covenants and conditions contained herein.

City of Yucaipa

Yucaipa Valley Water District

Ray Casey, City Manager

Joseph Zoba, General Manager

Date

Date



200 N. Sherman Ave. • Telephone (951)734-3010
 Corona, CA 92882 • Estim. Fax (951)734-7987
 CA Lic. No. 701834 • CA DIR No. 100004076

www.kecengineering.com

... General Engineering Contractors ...

To:	City Of Yucaipa	Contact:	
Address:	Yucaipa, CA	Phone:	
Project Name:	Low Water Crossing Future Sewer Encasement At 6th Place Yucaipa	Fax:	
Project Location:		Bid Number:	
		Bid Date:	1/29/2018

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Excavate/Lay/Backfill Additional HDPE (55-LF) For Future Sewer Encasement Parallel To Existing 15" Sewer Beneath Proposed RCB On 6th Place. HDPE To Span Entire RCB.	1.00	LS	\$1,200.00	\$1,200.00

Total Bid Price: \$1,200.00

Notes:

- HDPE material to be provided by Yucaipa Valley Water District.
- No cap/bulkhead was indicated. KEC is not responsible for any damage or settlement that may occur due to absence of caps/bulkheads. KEC can install caps if provided. Bulkheads can be provided at additional cost.
- Work shall be conducted concurrent with construction of sewer protection for existing 15' VCP, without delay or hinderance, as scheduled by KEC.
- CA License #701834 Exp. 1/31/19
- DIR #100004076 Exp. 6/30/18
- KEC Engineering is a Certified Small Business Enterprise (SBE).
- KEC does not include Surface or Ground Water control, dewatering, monitoring, testing, treatment and disposal, soil and groundwater sampling and testing & Disposal fees.
- OUR EXCLUSIONS ARE: All testings, Any inspection, any special inspection, Demolition, removals, and disposal, clearing & grubbing, excavation, subgrade preparation & fine grade, structure & pervious backfill, subdrain systems, rebar splicing, rebar hoisting & rebar templates, import or export of materials, conditioning wet or dry soils, water control, dewatering, classifying, manifesting, storing, testing & monitoring treatment and disposal, personnel vehicle and equipment decontamination facilities, and/or any removals thereof, channel or ditch grading, any restoration including monument wells & survey points, temporary or permanent paving, raising of manholes, final adjusting of manhole frame and cover to final grade, haul away, handling of contaminated material, utility fees, engineering, permits, secured lay down area, temporary or permanent fence, cable railing, encasements, mechanical, waterproofing, any coatings, surveying and staking, special insurances, bonds, dust control, SWPPP; Plan, BMPs & Implementation, sweeping & washing of access roads or street cleaning, trench crossings, qualified environmental specialist, biologist, paleontologist, archeologist, vision & noise screening, video inspection, corrosion engineering and design, recycling, as-built drawings.
- Specific Bid Exclusions Regarding Insurance and Indemnity:
 This subcontract bid supplied by KEC Engineering (KEC) is given based on the condition that, if KEC is awarded a subcontract KEC will supply its standard insurance coverage only. The insurance coverage provided by KEC does not cover Construction Managers, any professionals or homebuilders. KEC's price does not include pollution insurance coverage or indemnification for pollution liability. KEC reserves the right to reject any portions of, or the entire resulting subcontract submitted to KEC based on this bid supplied by KEC based on insurance and indemnity issues.

Payment Terms:

This proposal shall become part of the contract. All retention shall be paid no more than 35 days after completion of our work. Notwithstanding any verbal or written acceptance of this bid, there will be no contract between the parties until approval from KEC Engineering's credit department and the parties mutually agree upon the contract provisions.

PRICE IS GOOD FOR 30 DAYS

ACCEPTED BY THE FOLLOWING PARTIES:

CITY OF YUCAIPA

DATE: _____

BY _____
Signature

Print Name & Title

YUCAIPA VALLEY WATER DISTRICT

DATE: _____

BY _____
Signature

Print Name & Title

KEC ENGINEERING

DATE: _____

BY _____
Signature

Print Name & Title



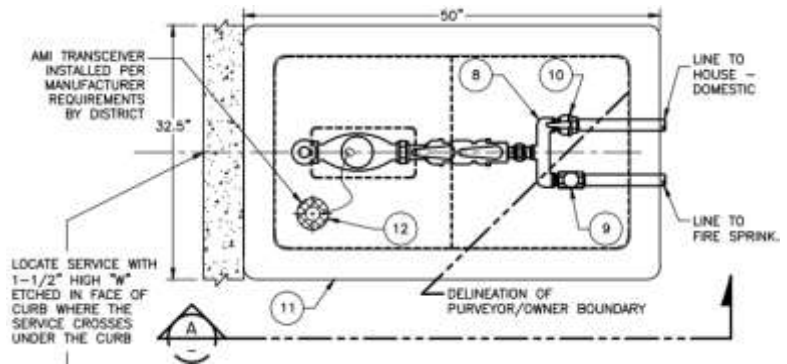
Date: March 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Resolution No. 2018-12 Updating the Water Meter Installation Fees for Drinking Water and Recycled Water and Identifying the Use of 50" Water Meter Boxes for Drinking Water and Recycled Water Infrastructure

Recommendation: That the Board adopts Resolution No. 2018-12.

At several recent workshop meetings, the Board of Directors discussed the installation of the 50" long water meter boxes for new development. These larger water meter boxes are useful to protect the Advance Meter Infrastructure (AMI) equipment as well as provide ample space to meet the fire sprinkler requirements for new construction.



YVWD standard meter boxes for dual-plumbed communities.



YVWD meter box without a sidewalk for a large-lot, rural application.

RESOLUTION NO 2018-12

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT UPDATING THE WATER METER INSTALLATION FEES FOR DRINKING WATER AND RECYCLED WATER AND IDENTIFYING THE USE OF 50” WATER METER BOXES FOR DRINKING WATER AND RECYCLED WATER INFRASTRUCTURE

WHEREAS, the Yucaipa Valley Water District (the “District”) has updated the cost for installing drinking water and recycled water meters based on a 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 meetings and workshops; and

WHEREAS, the District desires to implement the use of 50” water meter boxes for the protection of drinking water and recycled water infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the District that the following Guidelines are hereby adopted:

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. Requirements for the Installation of a 50” Water Meter Box. The Yucaipa Valley Water District has adopted standard drawings and specifications related to the use of a 50” water meter box to protect the infrastructure necessary to provide drinking water and recycled water service to our customers. The following conditions will require the installation of a 50” water meter box for drinking water and recycled water applications:

- A. All new residential developments required to install curb, gutters and sidewalks.
 - i. Residential developments consisting of four (4) or less dwelling units on individual parcels will be provided an opportunity to purchase a 50” water meter box from the District inventory as provided below:

50” Water Meter Box	\$195.83
Solid Cover for Half of Box	\$109.86
AMI Preparation and Reading Lid Cutout	\$122.06
Reading Lid Insert	<u>\$ 16.00</u>
Total	\$443.75
Rounded	\$445.00

The 50” water meter box will be available for pickup from the District office by the property owner and does not include the cost of water meter related appurtenances.

- B. All non-residential development, including but not limited to commercial, institutional, and industrial projects.
- C. All installations of recycled water meters and related infrastructure.
- D. Replacements of existing drinking water or recycled water service pipelines when they exist in a sidewalk. If a sidewalk does not exist, written authorization is required from the property owner prior to the installation of a 50” water meter box at the time of service line replacement. Without prior written authorization, a meter box that matches the existing meter box will be reinstalled.

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 it is rescinded or superseded.

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

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
AND SAN BERNARDINO

I, Joseph B. Zoba, Secretary of the Board of Directors of the Yucaipa Valley Water District, California, do hereby certify that the foregoing resolution being Resolution No. 2018-12 was duly passed, approved and adopted by said Board, approved and signed by the President, and attested by the Secretary at the Regular Meeting held on the 6th day of March 2018, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

		Joseph B. Zoba, Secretary of the Yucaipa Valley Water District and of the Board of Directors
--	--	--

(Seal)



Date: March 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Appointment of a Representative to the San Bernardino Basin Groundwater Council

Recommendation: That the Board authorizes and appoints the General Manager to the San Bernardino Basin Groundwater Council.

On February 6, 2018, the Board of Directors approved the San Bernardino Basin Groundwater Council Framework Agreement [Director Memorandum No. 18-022].

Section 3.4 of the Agreement states:

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.

Based on this provision of the agreement, District staff recommends that the Board of Directors appoint the general manager to the San Bernardino Basin Groundwater Council.



Date: March 6, 2018

Prepared By: Matthew Porras, Management Analyst

Subject: Overview of a Claim for Damages at 35553 Grandview Drive, Yucaipa - Zaldivar

Recommendation: That the Board denies the claim for damages based on the information that was provided and refers the claim to the District's insurance carrier for processing.

On Thursday, January 4, 2018 Drinking Water Reservoir 14.2 was over flowed due to communications inconsistencies caused by an unidentified signal interferer. The interference with the communication resulted in a loss of 228,000 gallons of water that flowed to the property at 35553 Grandview Drive.

The Claimant states that the water caused damage to the front/back yards and a paver patio that was in the process of being completed.

Financial Considerations:

The Claimant also submitted a quote for the repair of the damages to the yard in the sum of \$22,381.

Options for Consideration:

- Option #1 – Deny the claim based on the information that was provided. Referring this claim to the District insurance company for further processing.
- Option #2 – Direct District staff to obtain additional quotes for repairs and bring the results to the Board of Directors for a future decision.

Claim for Damage

Name <u>Chruer Zaldivar</u>		Clerks Date Stamp RECEIVED JAN 08 2018 YUCAIPA VALLEY WATER DISTRICT *This box is for Official Use only!
Address <u>35553 Grandview Dr. Yucaipa CA 92399</u>		
Phone(s) <u>714-715-4850</u>	Business _____ Home _____ Message/Cell _____	
E-mail: <u>Zaldivar24@Icloud.com</u>		
Address at time of loss/incident: <u>35553 Grandview Dr. 01/04/18 at 01:25 PM. PAVING my FRONT DRIVEWAY</u>		

Description of Details: (Describe how the loss/incident occurred)

Hello im in the process of paving my drive way. I had compacted & sanded my drive way ready for pavers. but something broke from a tank or a city water reservoir JUST started to pour water for like 45 min & damaged all my set up. here are some pictures. (Attach additional pages and supporting documentation as needed) also we was the first to call the DWP. THANK'S

YVWD's involvement : (if possible, please identify employee and/or department involved)

DWP also took picture's of all the damage's. Also had to move my dogs, because of all the mud.

Witnesses: (please provide address and phone numbers)

1. <u>DWP</u>	2.	3.
<u>Neighbors.</u>		
<u>Me and my wife.</u>		

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)

Here are some picture's. And if you know how much it cost to pave about 1000 sq ft. you can see the damage's your self. THANK'S

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

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: N/A

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

Date and Place (City and State) <u>01/05/18, Yucaipa CA.</u>	Signature <u>[Signature]</u>
--	------------------------------

RECEIVED



www.SystemPavers.com Phone: 951-263-8300
 CSLB Lic. #661573 Fax: 951-263-0452
 Class C-ELD-06-D-27

DRAWING

FEB 16 2018
 YUCAIPA VALLEY
 WATER DISTRICT

Purchaser(s) Name(s) JAVIER ZALDIVAR		Date of Contract	Job Number
Purchaser(s) Street Address, City, State, and Zip Code 35553 Grandview dr Yucaipa CA 92399			
Purchaser(s) Home Telephone	Purchaser(s) Cell Telephone 714-715-4850	Purchaser(s) Business Telephone	Purchaser(s) Email Address J.Zaldivar24@icloud.com

Purchaser(s) listed above hereby jointly and severally agrees to purchase the goods and/or services listed below, in accordance with the prices and terms described on this DRAWING and the front and the reverse of the accompanying HOME IMPROVEMENT AGREEMENT and STATEMENT OF WORK, of which this DRAWING is a part.

Field Type	Field Color	Field Pattern	Border Type	Border Color	Border Pattern
1. Courtyard	1. Earth/Clay	1. Subtle Stone	1.	1.	1.
2.	2.	2.	2.	2.	2.
3.	3.	3.	3.	3.	3.
4.	4.	4.	4.	4.	4.

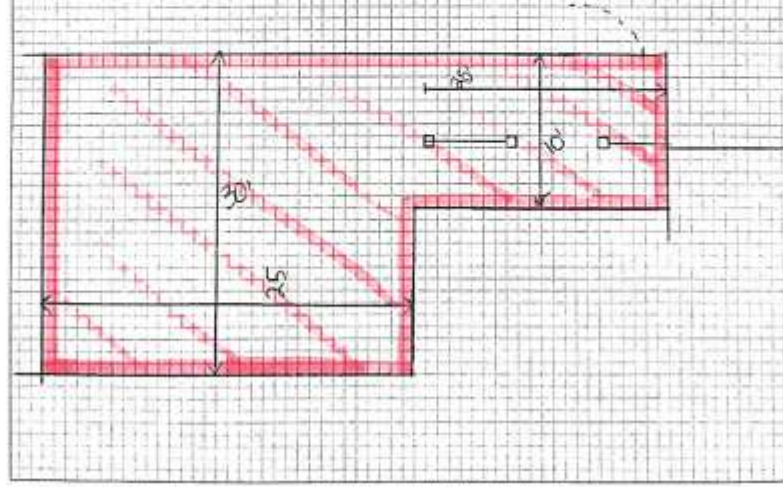
Square ft			Wall Type	Step LN
A 32x25 = 760	F _____ = _____	K _____ = _____	Wall CT	Step Color _____
B 10x25 = 250	G _____ = _____	L _____ = _____	Wall Color	Step LN N.
C _____ = _____	H _____ = _____	M _____ = _____	Step Type	
D _____ = _____	I _____ = _____	N _____ = _____		
E _____ = _____	J _____ = _____	TOTAL 600 ^{sq}		

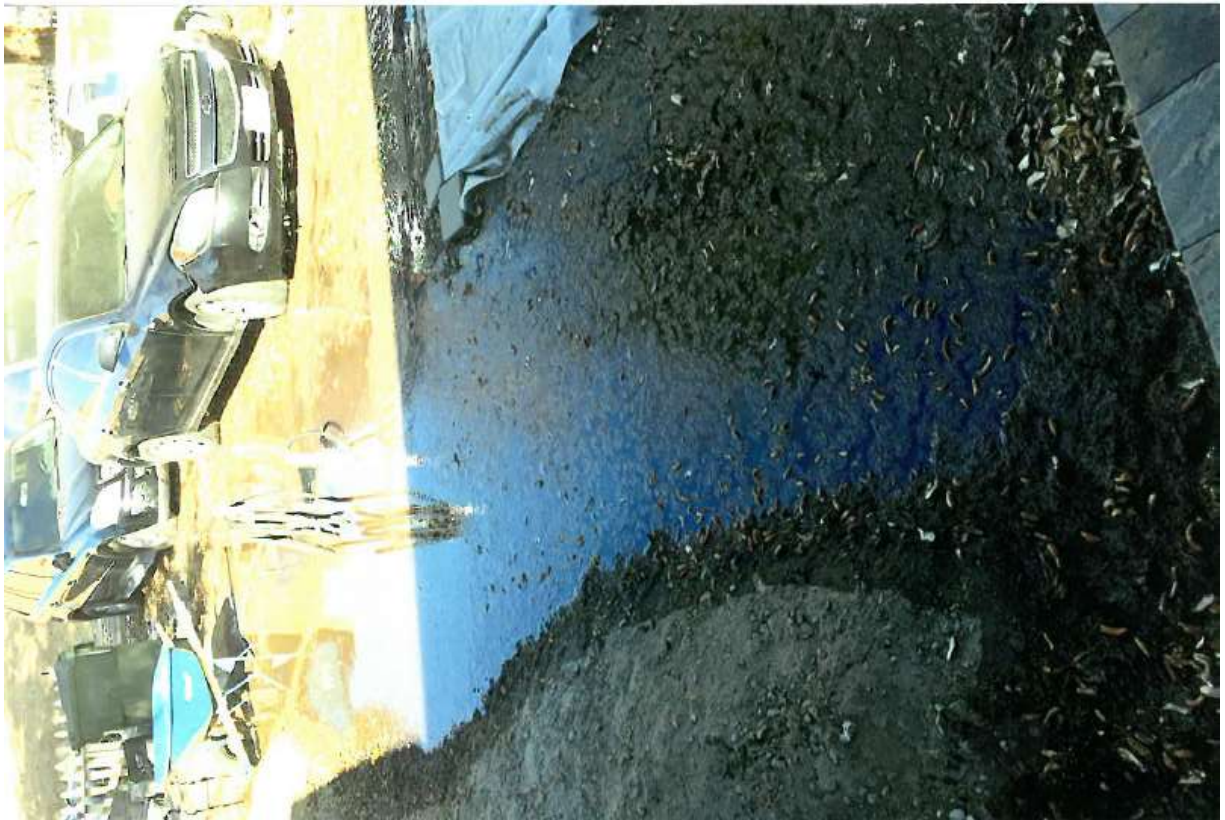
System pavers cannot be used stone pavers because we cannot insure the quality of them after water running on them.

- We will take out existing pavers and go down 7 1/2"
- ADD 6oz textile fabric/class 2 Road Base/Bedding sand
- Courtyard in pattern your choice.

\$22,381

Chris Castillo
 Design Consultant
 Cell: 714-852-6888
 Office: 951-263-2992
 Fax: 951-263-8300
 17706-11 Yucaipa, CA 92391
 SYSTEMPAVERS.COM











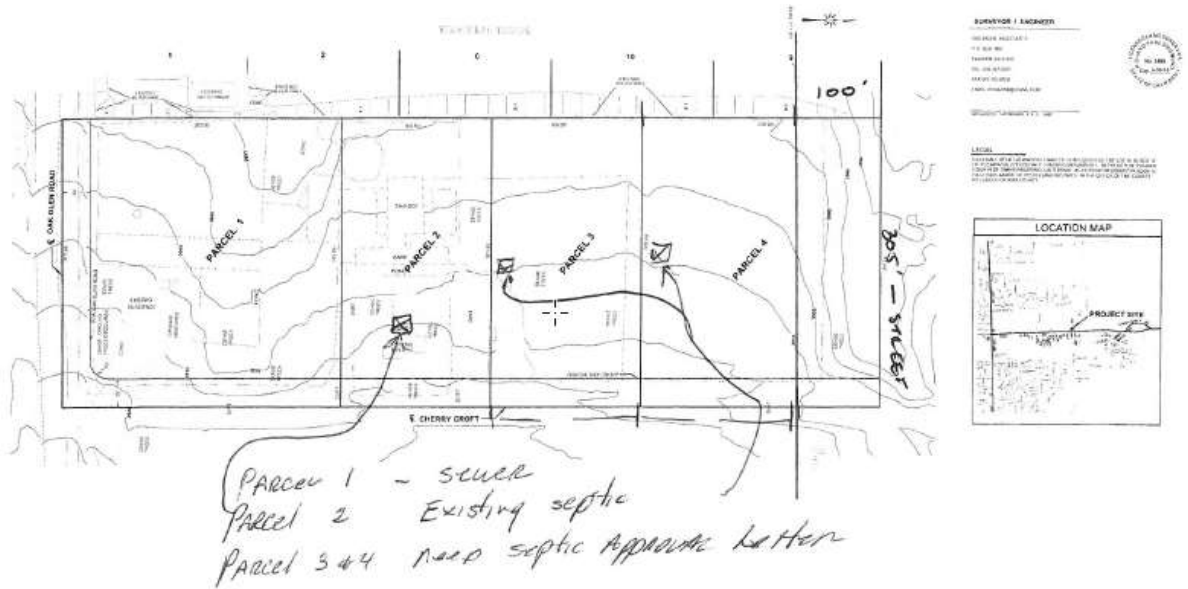
Date: March 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Development Agreement No. 2018-05 for Water and Sewer Service to Tentative Parcel Map No. 19822 - Moran

Recommendation: That the Board authorizes the execution of Development Agreement No. 2018-05 for Two Parcels within Tentative Parcel Map No. 19822 - Mike Moran

A proposed residential development in the City of Yucaipa is requesting the Board of Directors waive the District's requirement for sewer connection of two parcels. The adjacent development was to provide access to the sewer system, however, with the recent transfer of ownership of the adjacent parcels, the ability to connect to the sewer system has been impeded.





Director Memorandum 18-044

Date: March 6, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Development Agreement No. 2018-03 to Provide Sewer Service to Tract Number 18167 - MBTK Homes

Recommendation: That the Board authorizes the execution of Development Agreement No. 2018-03.

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



**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 March 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: Buoyeproperties@verizon.net

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
0319-233-12, 0319-233-13, and 0319-233-88	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 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 construction and maintenance of all on-site sewer Facilities.
 - d. Monthly sewer charges for this project, as established and approved by the District Board of Directors, will be invoiced to the property owner 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 pay invoices related to this project as presented and deposit funds with the District, as required herein. 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 authorize the issuance of permits, and/or release any structure for occupancy unless there is a minimum balance in the Project Cash Account as provided herein.
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 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

Yucaipa Valley Water District
Development Agreement No. 2018-03
Page 4 of 15

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

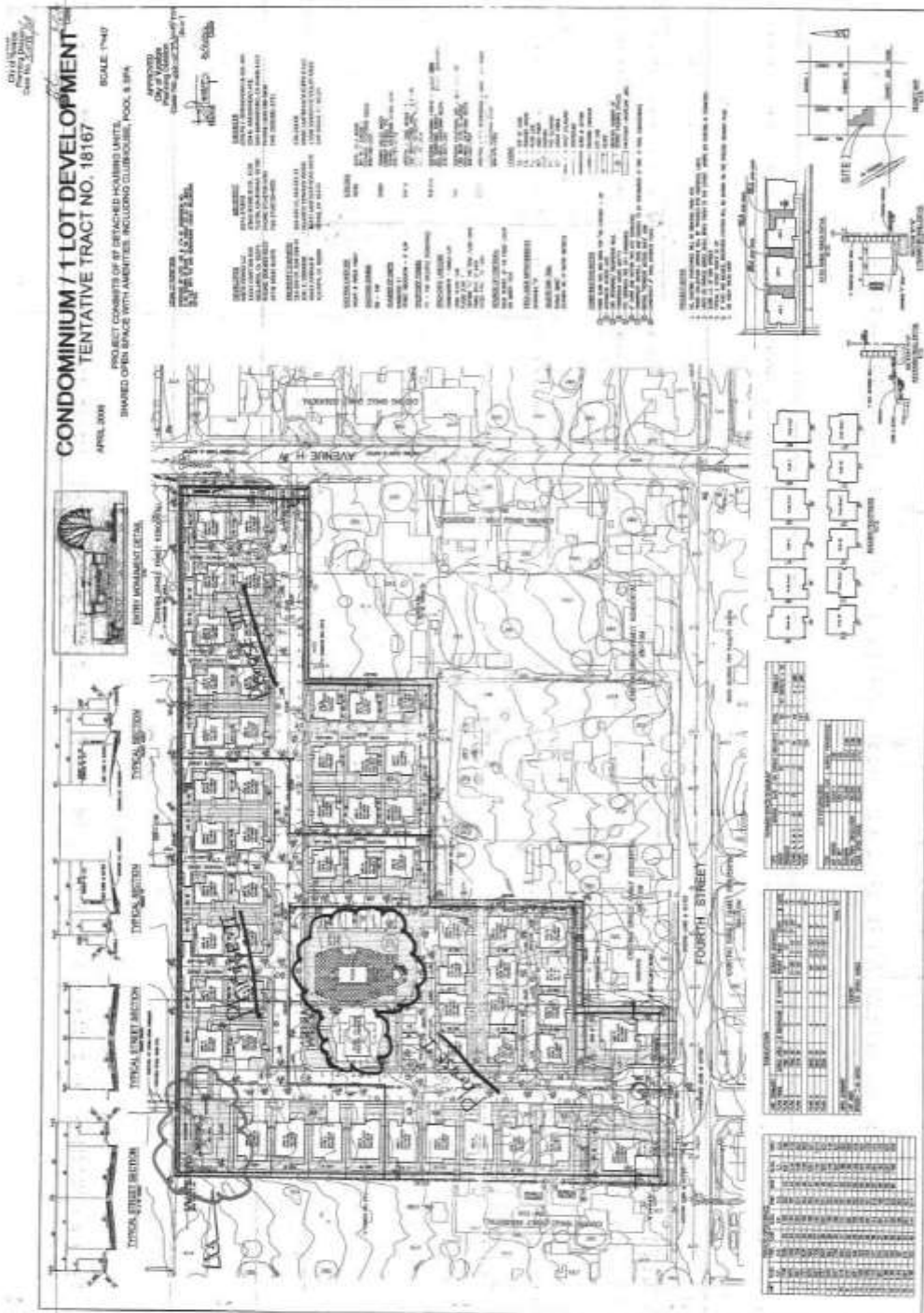


Exhibit C - General Construction Conditions

DESIGN AND CONSTRUCTION - SEWER INFRASTRUCTURE

- 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 that 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 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 Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide 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.

FEEES 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 prior to the issuance of grading permits for the Project.
 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. 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

- R. 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.
- S. 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

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Soil Compaction Tests	Prior to Acceptance
Warranty Bond	Prior to Acceptance
List of Approved Street Addresses and Assessor Parcel Numbers	Prior to Setting Meter
<u>Mechanic's Lien Releases</u>	<u>Upon Request of District</u>

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

T. 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.

U. 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

- V. 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.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.
- BB. 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.
- CC. 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

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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

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

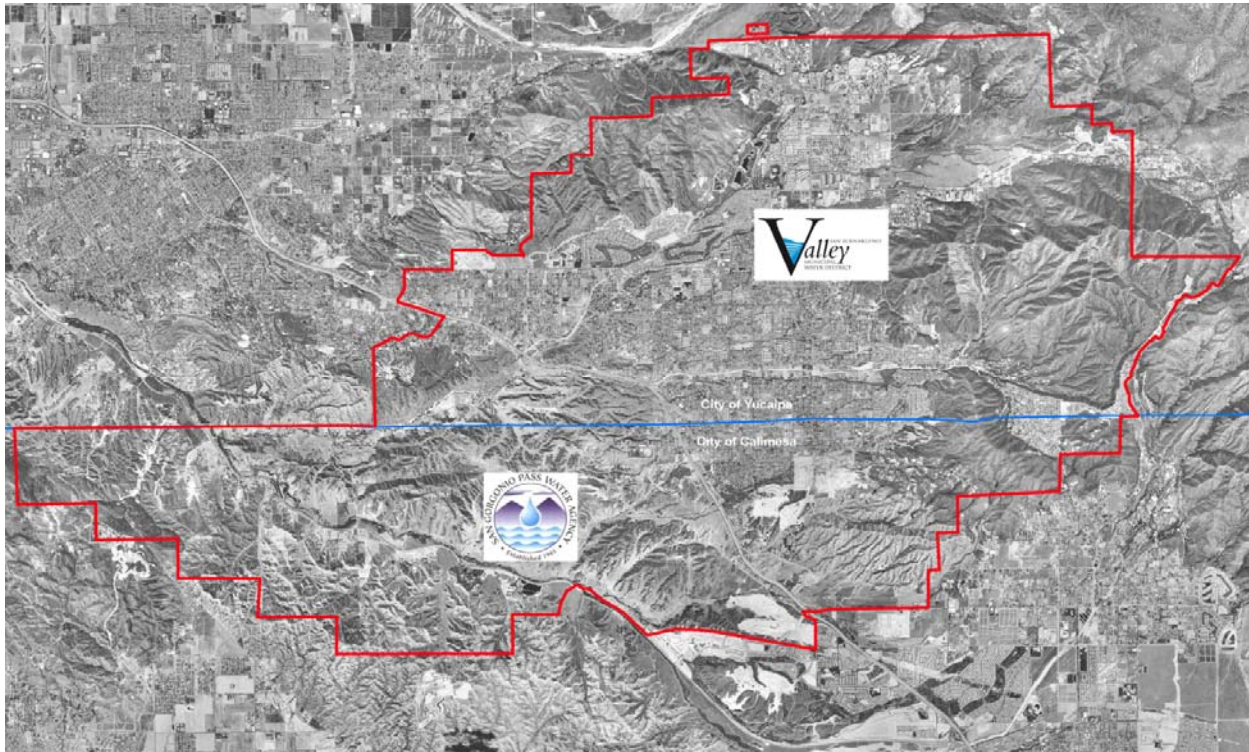
Water System: 215 miles of drinking water pipelines
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
12,000 ac-ft annual water demand (3.9 billion gallons)
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional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

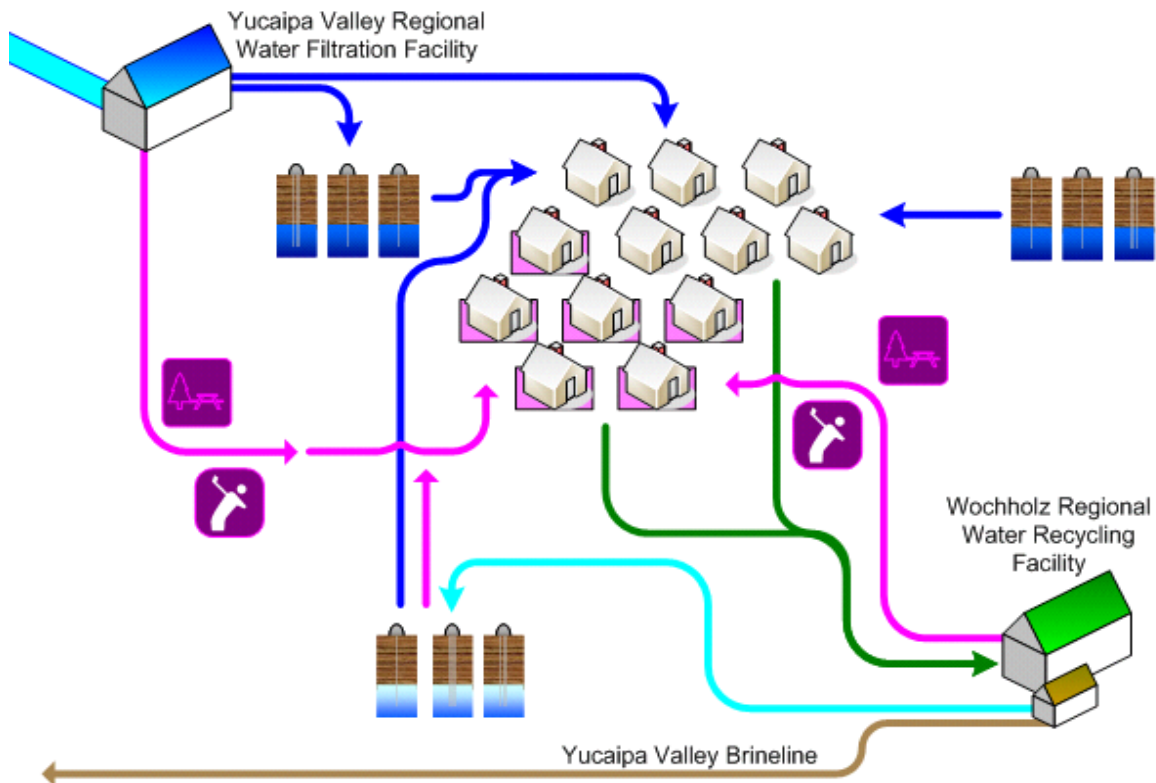
Recycled Water: 22 miles of recycled water pipelines
5 reservoirs - 12 million gallons of storage
1,200 ac-ft annual recycled demand (0.4 billion gallons)

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 Gorgonio Pass Water Agency



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





THE MEASUREMENT OF WATER PURITY

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

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

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

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

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

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





GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wastewater – Any water that enters the sanitary sewer.

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

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

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

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