



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

Tuesday, March 20, 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 - March 6, 2018
 - 2. Strategic Planning Workshop - March 8, 2018
 - 3. Board Workshop - March 13, 2018
 - B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts
 - 2. Ratify General Expenses for February 2018
- V. **STAFF REPORT**
- VI. **DISCUSSION ITEMS**
 - A. Recognition of Joe DeSalliers on his Retirement from the Yucaipa Valley Water District [[Director Memorandum No. 18-045 - Page 24 of 147](#)]
RECOMMENDED ACTION: That the Board recognizes the achievements and contributions of Mr. DeSalliers and adopts Resolution No. 2018-13.
 - B. Ratification 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. 18-046 - Page 26 of 147](#)]
RECOMMENDED ACTION: That the Board ratifies the attached Agreement.

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

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

- C. Acceptance of Overlying Water Rights in the Beaumont Basin for Tract No. 32702 (141 lots) and Tract No. 32702-5 (105 lots) [[Director Memorandum No. 18-047 - Page 30 of 147](#)]
 RECOMMENDED ACTION: That the Board accepts the transfer of 90.94 acre-feet of overlying water rights in the Beaumont Basin from Oak Valley Partners to Yucaipa Valley Water District as overlying-appropriative water rights in the Beaumont Basin.
- D. Purchase of Required Mitigation for the Yucaipa Creek Erosion Control Repair Project [[Director Memorandum No. 18-048 - Page 52 of 147](#)]
 RECOMMENDED ACTION: That the Board authorizes the Board President to execute the Agreement for Sale of Credits from Riverside-Corona Resource Conservation District.
- E. Authorization of Containment Piping Repairs at the Yucaipa Valley Regional Water Filtration Facility [[Director Memorandum No. 18-049 - Page 91 of 147](#)]
 RECOMMENDED ACTION: That the Board ratifies the proposal for containment and process piping repairs at the Yucaipa Valley Regional Water Filtration Facility with W.M. Lyles for a sum not to exceed \$43,600.
- F. Presentation of the Unaudited Financial Report for the Period Ending on February 28, 2018 [[Director Memorandum No. 18-050 - Page 95 of 147](#)]
 RECOMMENDED ACTION: That the Board receives and files the unaudited financial report.
- G. Appointment of District Representatives to the San Bernardino Basin Groundwater Council [[Director Memorandum No. 18-051 - Page 120 of 147](#)]
 RECOMMENDED ACTION: That the Board authorizes and appoints General Manager Joseph Zoba as the primary representative and Water Resource Manager Jennifer Ares as the alternate representative to the San Bernardino Basin Groundwater Council.
- H. Consideration of Development Agreement No. 2018-06 with Eagle Yucaipa 55 for the Construction of a Senior Housing Development Located at 34232 County Line Road, Yucaipa [[Director Memorandum No. 18-052 - Page 121 of 147](#)]
 RECOMMENDED ACTION: That the Board authorizes the President to Execute Development Agreement No. 2018-06.

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

IX. ANNOUNCEMENTS

- A. ~~March 27, 2018 at 4:00 p.m. - Board Workshop~~ - **Cancelled**
- B. April 3, 2018 at 6:00 p.m. - Regular Board Meeting
- C. April 10, 2018 at 4:00 p.m. - Board Workshop
- D. April 17, 2018 at 6:00 p.m. - Regular Board Meeting
- E. April 24, 2018 at 4:00 p.m. - Board Workshop
- F. May 1, 2018 at 6:00 p.m. - Regular Board Meeting
- G. May 8, 2018 at 4:00 p.m. - Board Workshop
- H. May 15, 2018 at 6:00 p.m. - Regular Board Meeting
- I. May 22, 2018 at 4:00 p.m. - Board Workshop - **Changed from May 29, 2018**

J. 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

March 6, 2018 at 6:00 P.M.

Directors Present:

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

Staff Present:

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

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Bella Edmisten, Customer
Linda Shelton, Customer
Brent Anton, Customer
David Dazilich, Riverside County Chapter, Building Industry Association
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, Director Chris Mann, and Director Tom Shalhoub present.

PUBLIC COMMENTS

None

CONSENT CALENDAR

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

- A. Minutes of Meetings
 - Regular Board Meeting – February 20, 2018
 - Board Workshop – February 27, 2018
- B. 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 - Yes

STAFF REPORT

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

- The Santa Ana Watershed Project Authority Basin Monitoring Program - 101 Workshop on March 14, 2018 at 1:30 pm.

DISCUSSION ITEMS:

DM 18-039

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

Management Analyst Matthew Porras provided an overview 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 Lonni Granlund moved to authorize the General Manager to execute the attached agreement. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-040

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

General Manager Joseph Zoba reviewed Resolution No. 2018-12 and requested that the Board of Directors continue this discussion to allow the Building Industry Association time to review the material.

Director Chris Mann moved to continue discussion of Resolution No. 2018-12. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-041

APPOINTMENT OF A REPRESENTATIVE TO THE SAN BERNARDINO BASIN GROUNDWATER COUNCIL

General Manager Joseph Zoba discussed the need to appoint a representative to the San Bernardino Basin Groundwater Council.

Director Bruce Granlund moved that the Board appoint the General Manager to the San Bernardino Basin Groundwater Council. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-042

OVERVIEW OF A CLAIM FOR DAMAGES AT 35553 GRANDVIEW DRIVE, YUCAIPA - ZALDIVAR

Management Analyst Matthew Porras provided an overview of the claim for damages at 35553 Grandview Drive, Yucaipa - Zaldivar.

Director Bruce Granlund moved that the Board deny the claim for damages based on the information that was provided and refer the claim to the District's insurance carrier for processing. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-043

CONSIDERATION OF DEVELOPMENT AGREEMENT NO. 2018-05 FOR WATER AND SEWER SERVICE TO TENTATIVE PARCEL MAP NO. 19822 - MORAN

Management Analyst Matthew Porras presented Development Agreement No. 2018-05 for water and sewer service to Tentative Parcel Map No. 19822 - Moran.

Director Bruce Granlund moved by minute order, to execute Development Agreement No. 2018-05 for two parcels within Tentative Parcel Map No. 19822. Director Chris Mann seconded the motion.

The motion was approved by the following vote:

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

DM 18-044

CONSIDERATION OF
DEVELOPMENT
AGREEMENT NO. 2018-
03 TO PROVIDE
SEWER SERVICE TO
TRACT NUMBER 18167
- MBTK HOMES

General Manager Joseph Zoba presented Development Agreement No. 2018-03 for sewer service to Tract No. 18167 - MBTK Homes

Director Bruce Granlund moved to execute Development Agreement No. 2018-03. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

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

• BOARD REPORTS
AND DIRECTOR
COMMENTS

- Director Tom Shalhoub reported on the Western Heights Water Company meeting held on February 16, 2018.
- Directors Jay Bogh, Bruce Granlund, Lonni Granlund, and Chris Mann reported on the San Bernardino Municipal Water District EBX grand opening at the Citrus Reservoir held on February 22, 2018.
- Directors Bruce Granlund, Lonni Granlund, and Chris Mann reported on the Special Districts meeting held on February 26, 2018.
- Director Tom Shalhoub reported on the Shareholder meeting at South Mesa Water Company held on February 27, 2018.
- Director Chris Mann reported on the regular board meeting of the San Gorgonio Pass Water Alliance held on February 28, 2018.
- Directors Bruce Granlund, Lonni Granlund, Chris Mann, and Tom Shalhoub reported on the regular board meeting of the San Gorgonio Pass Water Agency held on March 1, 2018.

CLOSED SESSION

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

- 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.

The Board of Directors reconvened out of closed session into open session and Legal Counsel David Wysocki reported that the Board of Directors, by unanimous consent gave direction on the filing of a lawsuit. No other reportable action was taken.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

March 8, 2018 at 4:00 P.M.

Directors Present:

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

Staff Present:

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

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Guests and Others Present:

Brenna Granlund, Customer
Linda Shelton, Customer
John Ohanian, Oak Valley Partners
Mike Turner, Argent Management
Lori Askew, Public Works Director, City of Calimesa

- I. Call to Order - 4:00 p.m.
- II. Public Comments: None
- III. Staff Report:
 - General Manager Joseph Zoba discussed the attachments to the workshop packet.
- IV. Administrative Issues
 - A. Discussion of the Strategic Planning Process and the Establishment of Capital Improvement Priorities [Workshop Memorandum No. 18-078] - The Board of Directors discussed concepts for strategic planning at intervals of six months, one year, five years, 10 years, 20 years, and 50 years. The strategic planning priorities discussed by the Board of Directors included, in no particular order:
 - **Direct Potable Reuse** - Plan and evaluate the opportunities and constraints related to implementation of direct potable reuse facilities. This strategic goal will involve the Salinity and Groundwater Enhancement (SAGE) project at the Wochholz Regional Water Recycling Facility; the Salinity Concentrate Reduction and Minimization (SCRAM) Project at the Yucaipa Valley Regional Water Filtration Facility; and may include a new water filtration facility at the Wochholz Regional Water Recycling Facility.
 - **Indirect Potable Reuse** - Plan and evaluate the opportunities and constraints related to implementation of indirect potable reuse. This strategic goal will involve the recharge of recycled water at various locations throughout the District's service area which will also involve the development of recharge facilities.

- **Energy Efficiency Projects** - Plan and evaluate the opportunities and constraints related to implementation of solar, microturbines, biogas, and other technologies to stabilize energy expenses. This strategic goal will likely involve the investigation of innovative technologies and programs to become more energy efficient.
- **Consolidation of District Facilities** - Plan and evaluate the opportunities and constraints related to the co-location and consolidation of District offices and work areas to be in close proximity of existing operational areas. This strategic goal will likely involve the relocation of the District office on Second Street to an area near the Wochholz Regional Water Recycling Facility.
- **Beaumont Basin Recharge Facilities** - Plan and evaluate the opportunities and constraints related to the construction of recharge facilities in the Beaumont Basin to maximize the operational efficiency of groundwater within the Beaumont adjudication area.
- **Public Relations and Outreach** - Plan and implement a program to gain and enhance the District's presence involving:
 - Social media;
 - Website refresh and upgrades;
 - Video clips;
 - Summary of the District's operations;
 - Historical information; and
 - Near real-time press releases.

The board members and members of the public provided additional insight and comments on the projects as they were discussed.

- V. Director Comments - None.
- X. Adjournment - The meeting was adjourned at 5:15 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

MINUTES OF A BOARD WORKSHOP

March 13, 2018 at 4:00 P.M.

Directors Present:

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

Staff Present:

Joseph Zoba, General Manager
Allison Edmisten, Chief Financial Officer
Matthew Porras, Management Analyst
Mike Kostelecky, Operations Manager
Kevin Lee, Interim Operations Manager
Thaxton VanBelle, 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:

Chris Mann, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Guests and Others Present:

Linda Shelton, Customer
Brenna Granlund, Customer
Win Holmes, Developer
David Dazlich, Riverside County Chapter of the Building Industry Association
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 advancements in water treatment technology.
- IV. Strategic Planning
 - A. Discussion of the Strategic Planning and Project Update Related to the Implementation of Direct Potable Reuse [Workshop Memorandum No. 18-079] - General Manager Joseph Zoba discussed the strategic planning and project update related to the implementation of direct potable reuse.
 - B. Discussion of the Strategic Planning and Project Update Related to the Implementation of Indirect Potable Reuse [Workshop Memorandum No. 18-080] - General Manager Joseph Zoba discussed the strategic planning and project update related to the implementation of indirect potable reuse.
 - C. Discussion of the Strategic Planning and Status Report Related to Public Relations [Workshop Memorandum No. 18-081] - General Manager Joseph Zoba discussed the strategic planning and status report related to public relations.

- V. Operational Updates
 - A. Purchase of Required Mitigation for the Yucaipa Creek Erosion Control Repair Project [Workshop Memorandum No. 18-082] - Water Resource Manager Jennifer Ares discussed the purchase of required mitigation for the Yucaipa Creek Erosion Control Repair Project.
- VI. Capital Improvement Projects
 - A. Status Report on the Construction of a Replacement Public Works Building [Workshop Memorandum No. 18-083] - Management Analyst Matthew Porras provided a status report on the construction of a replacement Public Works Building.
 - B. Status Report on the Emergency Repairs for Drinking Water Reservoir 17.1.1 [Workshop Memorandum No. 18-084] - Operations Manager Mike Kostelecky provided a status report on the emergency repairs for Drinking Water Reservoir 17.1.1.
 - C. Status Report on the 5th Street Widening Project and the Impacts to Water and Sewer Infrastructure [Workshop Memorandum No. 18-085] - Management Analyst Matthew Porras provided a status report on the 5th Street Widening Project and the impacts to water and sewer infrastructure.
 - D. Status Report on the Installation of a Parallel Sewer Segment of Mainline on 6th Place as part of the Wildwood Creek Bridge Improvements [Workshop Memorandum No. 18-086] - Management Analyst Matthew Porras provided status report on the installation of a parallel sewer segment of mainline on 6th Place as part of the Wildwood Creek Bridge Improvements.
 - E. Status Report on the Annual Repairs and Rehabilitation of the Yucaipa Valley Regional Water Filtration Facility [Workshop Memorandum No. 18-087] - Operations Manager Mike Kostelecky provided a status report on the annual repairs and rehabilitation of the Yucaipa Valley Regional Water Filtration Facility.
 - F. Status Report on the Construction of an 8-Inch Sewer Mainline in Yucaipa Boulevard [Workshop Memorandum No. 18-088] - Management Analyst Matthew Porras provided a status report on the construction of an 8-Inch Sewer Mainline in Yucaipa Boulevard.
- VII. Public Policy
 - A. Discussion Regarding the Development of a Policy Related to Accessory Dwelling Units and Other Multiple Unit Developments [Workshop Memorandum No. 18-089] - General Manager Joseph Zoba discussed the development of a policy related to Accessory Dwelling Units and other multiple unit developments.
- VIII. Development Projects
 - A. Discussion Regarding the Acceptance of Overlying Water Rights for Tract No. 32702 (141 lots) and Tract No. 32702-5 (105 lots) [Workshop Memorandum No. 18-090] - General Manager Joseph Zoba discussed the acceptance of Overlying Water Rights for Tract No. 32702 (141 lots) and Tract No. 32702-5 (105 lots).
 - B. Overview of a Proposed Development Agreement with Nassif Gobrial for Property Located at 12278 5th Street, Yucaipa [Workshop Memorandum No. 18-091] - Management Analyst Matthew Porras provided an overview of a proposed Development Agreement with Nassif Gobrial for property located at 12278 5th Street, Yucaipa.

- C. Overview of a Senior Housing Project Located at 34232 County Line Road, Yucaipa [Workshop Memorandum No. 18-092] - Management Analyst Matthew Porras provided an overview of a senior housing project located at 34232 County Line Road, Yucaipa.
- IX. Administrative Items
- A. Presentation of the Unaudited Financial Report for the Period Ending on February 28, 2018 [Workshop Memorandum No. 18-093] - Chief Financial Officer Allison Edmisten presented the Unaudited Financial Report for the period ending on February 28, 2018.
 - B. Property Offer from City of Yucaipa, 11335 Pendleton Avenue, Yucaipa [Workshop Memorandum No. 18-094] - Management Analyst Matthew Porras discussed a property offer from City of Yucaipa, 11335 Pendleton Avenue, Yucaipa.
 - C. Status Report on the Fleet of District Vehicles and Equipment [Workshop Memorandum No. 18-095] - Management Analyst Matthew Porras provided a status report on the fleet of District vehicles and equipment.
- X. Director Comments - None.
- XI. Closed Session - Director Jay Bogh, Director Bruce Granlund, Director Lonni Granlund, and Director Tom Shalhoub were present in closed session with Legal Counsel David Wysocki, General Manager Joseph Zoba, and Chief Financial Officer Allison Edmisten concerning the following items:
- B. Conference with Labor Negotiator (Government Code 54957.6)
District Negotiator: Joseph Zoba, General Manager, and Allison Edmisten, Chief Financial Officer
Employee Organization: IBEW Local Union 1436-YVWD Employees Association
 - C. 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
 - D. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9(b)) - Two Cases
- The Board of Directors and District staff reconvened out of closed session into open session and Legal Counsel David Wysocki reported that direction was provided to the General Manager, but no reportable action was taken in closed session.
- X. Adjournment - The meeting was adjourned at 5:30 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	Encumbered Funds - Remaining Contract Amount					
										General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds	
Law Office of David L. Wysocki - FY 2018 Legal Services (Operating)	--	*-5-06-54107	--	--	\$22,575	\$3,900	\$26,475								
Alfa Laval, Inc. (S-Reserves) Rehab and Refurbish Belt Press #1 and #2 at WRWRF	18-032	03-13002	--	\$349,561	\$0	\$0	\$0	\$349,561	100%				\$349,561		
Brentwood Industries/Polychem System (S-Reserves) Water Conservation Messaging	18-034	03-13002	--	\$160,000	\$0	\$0	\$0	\$160,000	100%				\$160,000		
CV Strategies (W-Operating) Water Conservation Messaging	16-091	02-5-06-54099	--	\$15,000	\$11,930	\$0	\$11,930	\$3,070	20%	\$3,070					
DC Frost Associates, Inc. (S-Operating) Application to DDW for the Recharge at Wilson Creek Basins	17-039	03-5-02-51003	--	\$115,000	\$101,918	\$0	\$101,918	\$13,082	11%				\$13,082		
DDB Engineering (R-Reserves) Application to DDW for the Recharge at Wilson Creek Basins	15-086	04-19771	--	\$35,900	\$24,655	\$0	\$24,655	\$11,245	31%				\$11,245		
Delta Partners \$90,000 per year-LegislativeConsult (exp 12/18) WMS Oper	13-079	*-5-06-54109	--	\$90,000	\$7,500	\$7,500	\$15,000	\$75,000	83%	\$75,000					
Dudek (R-Operating) Install Groundwater Observation Wells near San Timoteo Creek	15-098	04-5-06-57030	--	\$62,328	\$62,094	\$0	\$62,094	\$234	0%	\$234					
Dudek (S-Operating) 2017-Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt Zones	03-5-06-54109	\$93,900	--	\$93,900	\$80,808	\$3,292	\$84,100	\$9,800	10%	\$9,800					
Dudek (S-Operating) 2017-HMP in San Timoteo Creek	17-049 03-5-06-54109	\$59,620	--	\$59,620	\$49,763	\$0	\$49,763	\$9,857	17%	\$9,857					
Dudek (W/S Operating) Insepction of Proposed Sites for Remote Telemetry	17-059 0*-5-06-54109	\$10,775	--	\$10,775	\$5,428	\$0	\$5,428	\$5,348	50%	\$5,348					
Dudek (W/S/R Operating) Developing a Comprehensive Database Management System (DMS)	17-084 0*-5-06-54109	\$89,750	--	\$89,750	\$22,290	\$0	\$22,290	\$67,460	75%	\$67,460					
Geoscience (R-Operating) Preparation of a groundwater model for the Gateway Basin CO #1 - preparation of groundwater model	14-070 15-010	04-5-06-54109		\$51,710	\$49,284	\$0	\$49,284	\$2,426	5%	\$2,426					
Geoscience (W-Operating) Calculation of Water Budgets for Validation of Annual Change in Storage Exp of the Yucaipa Watershed & Yucaipa Groundwater Basin Model	16-058 16-110	02-5-06-54109		\$172,006	\$147,864	\$0	\$147,864	\$24,142	14%	\$24,142					
Harper & Associates (W-Operating) Engineering, Project Mgmt & Inspection Svcs for coating repairs YVRWFF	15-062	02-5-01-57040	\$16,615	\$16,615	\$13,990	\$0	\$13,990	\$2,625	16%	\$2,625					
HDR (W-Operating) Perform Tracer Study on R13.1 Clearwell at YVRWFF	17-068	02-5-06-54109		\$37,726	\$12,173	\$0	\$12,173	\$25,553	68%	\$25,553					
Krieger & Stewart Initiate Design of R-12.4 (W-Reserves) TO#4 Revised TO#4, Amendment #2 TO#5- Construction Mgmt Services TO#5, Amendment #1 - Construction Mgmt Services	04-164 05-075 14-014 14-092 16-069	65-295		\$74,900 \$600 \$45,000 \$482,500 \$102,600	\$585,100	\$552,636	\$0	\$552,636	\$32,464	6%		\$32,464			
TO#5, Design R-13.4 and H-2 Reservoirs for JP Ranch 60% R-13.4 and 40% H-2 (Developer Funds)	05-083 05-083	65-180 65-179		\$47,400 \$31,600	\$79,000	\$50,471	\$0	\$50,471	\$28,529	36%				\$28,529	
LinkoCTS (EC-Operating) Pretreatment Software	16-061	03-5-07-54111		\$36,105	\$28,185	\$0	\$28,185	\$7,920	22%	\$7,920					
One Stop Landscape Supply FY 2018 Sludge Hauling\Reuse (Oper)	--	03-5-02-57031	--	--	\$157,151	\$21,060	\$178,211								
Platinum Advisors (W/S Operating) FY 2018 Lobbyist N-T-E per month	13-080	*-5-06-54109	--	--	\$35,000	\$5,000	\$40,000								

Board Awarded Contracts
Consent Calendar Board Meeting - March 20, 2018

Encumbered Funds - Remaining Contract Amount

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds		
FY 2018 Quarterly Filing & Misc. Expenses		02-5-06-54109	--	--	\$225	\$125	\$350									
RMC Water & Environment																
TO#26, SRF Mgmt Svcs-Calimesa Regional Recycled Pipeline (R-FCC)	14-023	04-5-06-54109		\$95,692	\$69,361	\$0	\$69,361	\$26,331	28%				\$26,331			
Application to DDW for the Recharge at Wilson Creek Basins (R-Resvs)	15-086	04-19771	--	\$197,768	\$195,757	\$0	\$195,757	\$2,011	1%				\$2,011			
San Bernardino Valley Water District (W-Operating) iEfficient Wwater Conservation Campaign	16-092 17-112	02-5-06-54099	\$16,195 \$22,400	\$38,595	\$38,508	\$0	\$38,508	\$87	0%	\$87						
Scinor Water America/Pascal Ludwig (S-Reserves) Install UF Modules and Mesh Strainer AT WRWRF	17-088	03-10311	--	\$215,000	\$157,042	\$0	\$157,042	\$57,958	27%			\$57,958				
Separation Processes, Inc. (W-Reserves) Design & Construction Supports Servs for NF SCRAM	15-047	55-19200 02-14500		\$191,820	\$170,980	\$0	\$170,980	\$20,840	11%		\$20,840					
Application to DDW for the Recharge at Wilson Creek Basins (R-Resrvs)	15-086	04-19771	--	\$42,860	\$24,321	\$0	\$24,321	\$18,539	43%				\$18,539			
Feasibility Report for Wochholz SAGE Project	17-043	03-5-06-54109		\$67,575	\$66,201	\$0	\$66,201	\$1,374	2%			\$1,374				
Superior Tank Solutions (W-Operating) Emergency repairs to Reservoir R-17.1.1	18-033	02-5-01-51003	--	\$47,340	\$0	\$0	\$0	\$47,340	100%	\$47,340						
Vavrinek, Trine, Day & Company (VTD) (Operating) FY 2018 Auditing Services \$23,900 + \$3,500 for Single Audit FY 2019 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106 15-106	*-5-06-54108 *-5-06-54108		\$23,900	\$0	\$0	\$0	\$23,900	100%	\$23,900						
Villalobos and Associates (W-Operating) Permitting of Recharge Oper at the Wilson Creek Spreading Basins	16-064	02-5-06-54109	--	\$72,200	\$17,860	\$0	\$17,860	\$54,340	75%	\$54,340						
Weka, Inc. (S-Reserves) Construction of Yucaipa Blvd. Sewer-Hampton Rd to 18th St	18-035	03-14500	--	\$526,193	\$0	\$0	\$0	\$526,193	100%		\$526,193					
GRAND TOTALS				\$2,980,646	\$2,158,110	\$40,877	\$2,198,987	\$1,607,228	--	\$359,102	\$579,497	\$581,974	\$58,126	\$28,529		
										↓			↓			↓
										\$359,102			\$1,219,597			\$28,529

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
02/02/2018	31002	PAYROLL CHECK	\$ 2,166.85
02/02/2018	31003	WageWorks, Inc.	\$ 1,483.43
02/02/2018	31004	IBEW Local 1436	\$ 532.00
02/02/2018	31005	California State Disbursement	\$ 115.38
02/02/2018	31006	California State Disbursement	\$ 397.38
02/02/2018	31007	Department of the Treasury - I	\$ 175.00
02/05/2018	31008	Atkinson, Andelson, Loya, Ruud	\$ 10,307.42
02/05/2018	31009	MILLER, DENNIS L	\$ 823.87
02/05/2018	31010	Atkinson, Andelson, Loya, Ruud	\$ 2,442.78
02/05/2018	31011	Luis Crespo	\$ 165.00
02/05/2018	31012	Luke's Transmission Inc.	\$ 166.45
02/05/2018	31013	All American Sewer Tools	\$ 3,491.00
02/05/2018	31014	Ameripride Uniform Services	\$ 627.26
02/05/2018	31015	Aqua-Metric Sales Company	\$ 36,550.50
02/05/2018	31016	BSK Associates	\$ 1,245.00
02/05/2018	31017	Burgeson's Heating & Air Cond.	\$ 444.00
02/05/2018	31018	Miriam Avalos	\$ 150.00
02/05/2018	31019	Corelogic, Inc.	\$ 330.00
02/05/2018	31020	Coverall North America, Inc.	\$ 1,021.00
02/05/2018	31021	Crown Ace Hardware - Yucaipa	\$ 890.09
02/05/2018	31022	First American Data Tree, LLC	\$ 50.00
02/05/2018	31023	Evoqua Water Technologies LLC	\$ 1,102.10
02/05/2018	31024	Frontier Communications	\$ 149.05
02/05/2018	31025	G&G Environmental Compliance,I	\$ 4,440.73
02/05/2018	31026	Gonzales Environmental Consult	\$ 10,000.00
02/05/2018	31027	House Of Quality, Parts Plus	\$ 1,977.63
02/05/2018	31028	InfoSend, Inc.	\$ 1,441.75
02/05/2018	31029	Raiset R. Santana and Adriana	\$ 146.25
02/05/2018	31030	Krieger & Stewart	\$ 74,284.40
02/05/2018	31031	Nagem, Inc.	\$ 689.84
02/05/2018	31032	National Business Furniture LL	\$ 5,778.55
02/05/2018	31033	NetComp Technologies,Inc.	\$ 2,718.86
02/05/2018	31034	Pacific Coast Landscape & Desi	\$ 5,700.00
02/05/2018	31035	Pro-Pipe & Supply, Inc.	\$ 94.47
02/05/2018	31036	SCCI, Inc.	\$ 350.00
02/05/2018	31037	San Bernardino County Dept of	\$ 28,602.00
02/05/2018	31038	SB CNTY-Fire Hazard Abatement	\$ 100.00
02/05/2018	31039	San Bdno. Valley Muni. Water D	\$ 83,581.66
02/05/2018	31040	Association of San Bernardino	\$ 175.00
02/05/2018	31041	Spectrum Business	\$ 1,834.00
02/05/2018	31042	Stark-Edge Custom Curbing	\$ 350.00
02/05/2018	31043	Superior Tank Co., Inc.	\$ 3,900.00
02/05/2018	31044	The Gas Company	\$ 218.34
02/05/2018	31045	UPS Store#1504/ Mail Boxes Etc	\$ 208.00
02/05/2018	31046	Kenneth Carnes	\$ 2,786.60
02/05/2018	31047	Backflow Apparatus & Valve Co.	\$ 106.80
02/05/2018	31048	Brenntag Pacific, Inc	\$ 32,040.91
02/05/2018	31049	Cemex Inc. USA	\$ 1,414.98
02/05/2018	31050	Grainger	\$ 142.13
02/05/2018	31051	Harrington Ind. Plastic, LLC	\$ 1,236.56
02/05/2018	31052	Hasa, Inc.	\$ 3,551.23
02/05/2018	31053	Hemet Valley Tool Inc.	\$ 394.49

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
02/05/2018	31054	Inland Water Works Supply Co.	\$ 4,880.07
02/05/2018	31055	Nuckles Oil Company, Inc.	\$ 3,087.53
02/05/2018	31056	Astra Associates Inc.	\$ 846.95
02/05/2018	31057	Nalco Company	\$ 5,164.50
02/05/2018	31058	NCL Of Wisconsin Inc	\$ 1,085.46
02/05/2018	31059	Pall Corporation	\$ 150.00
02/05/2018	31060	Polydyne Inc.	\$ 2,949.12
02/05/2018	31061	Quinn Company	\$ 199.82
02/05/2018	31062	Safety Kleen Systems, Inc.	\$ 952.23
02/05/2018	31063	US Bank	\$ 9,655.67
02/05/2018	31064	Jennifer Ares	\$ 44.31
02/05/2018	31065	Ryan Janisch	\$ 35.00
02/05/2018	31066	Standard Insurance Company	\$ 1,988.04
02/05/2018	31067	US Healthworks Medical Group,	\$ 608.09
02/05/2018	31068	Workboot Warehouse	\$ 356.59
02/05/2018	31069	Berkshire Hathaway Homestate C	\$ 11,243.89
02/05/2018	31070	Standard Insurance Vision Plan	\$ 676.60
02/05/2018	31071	MetLife Small Business Center	\$ 78.03
02/05/2018	31072	Ashley Gibson	\$ 131.84
02/05/2018	31073	Boot Barn Inc.	\$ 167.39
02/05/2018	31074	Blue Shield of California	\$ 1,817.80
02/05/2018	31075	Nippon Life Insurance Co. of A	\$ 2,203.79
02/12/2018	31076	PALOMAREZ, GUILLERMO	\$ 23.86
02/12/2018	31077	Grainger	\$ 241.86
02/12/2018	31078	AmeriGas Propane LP	\$ 160.55
02/12/2018	31079	Ameripride Uniform Services	\$ 633.34
02/12/2018	31080	Aqua-Metric Sales Company	\$ 2,785.34
02/12/2018	31081	Bernell Hydraulics, Inc.	\$ 424.80
02/12/2018	31082	BSK Associates	\$ 250.00
02/12/2018	31083	Cal's Towing	\$ 85.00
02/12/2018	31084	Cal-Mesa Steel Supply, Inc.	\$ 113.78
02/12/2018	31085	Cliff's Pest Control, Inc.	\$ 115.00
02/12/2018	31086	Jan Brinkman Jr.	\$ 65.00
02/12/2018	31087	Daily Journal Corporation	\$ 721.60
02/12/2018	31088	Eco Pro Environmental Services	\$ 85.00
02/12/2018	31089	Evoqua Water Technologies LLC	\$ 1,932.41
02/12/2018	31090	Fedex	\$ 113.85
02/12/2018	31091	InfoSend, Inc.	\$ 3,400.42
02/12/2018	31092	Konica Minolta Business Soluti	\$ 1,037.67
02/12/2018	31093	Lawyers Title	\$ 900.00
02/12/2018	31094	Merlin Johnson Construction,In	\$ 150.00
02/12/2018	31095	Nagem, Inc.	\$ 746.83
02/12/2018	31096	Q Versa, LLC	\$ 54,191.42
02/12/2018	31097	Red Alert Special CourieVOIDED	\$ 344.25
02/12/2018	31098	San Bernardino County Dept of	\$ 2,256.00
02/12/2018	31099	SB CNTY-Fire Hazard Abatement	\$ 656.00
02/12/2018	31100	Underground Service Alert Of S	\$ 361.45
02/12/2018	31101	Watereuse Association	\$ 1,605.00
02/12/2018	31102	Wells Fargo Bank-Corporate Tru	\$ 603,548.00
02/12/2018	31103	News Mirror Publishing, Inc.	\$ 300.00
02/12/2018	31104	Yucaipa Valley Water District	\$ 6,928.39
02/12/2018	31105	Luke's Transmission Inc.	\$ 634.49

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
02/12/2018	31106	Brenntag Pacific, Inc	\$ 7,881.19
02/12/2018	31107	Hach Company	\$ 1,007.21
02/12/2018	31108	Inland Water Works Supply Co.	\$ 6,184.96
02/12/2018	31109	Nuckles Oil Company, Inc.	\$ 2,871.82
02/12/2018	31110	NCL Of Wisconsin Inc	\$ 1,286.66
02/12/2018	31111	Tom Ponton Industries, Inc.	\$ 1,677.38
02/12/2018	31112	SF CC Intermediate Holdings In	\$ 79.99
02/12/2018	31113	Star Fleet Filtration, Inc.	\$ 391.76
02/12/2018	31114	Steven Enterprises, Inc	\$ 61.96
02/12/2018	31115	Uline, Inc.	\$ 1,744.46
02/12/2018	31116	Calmat Company	\$ 5,070.01
02/12/2018	31117	YRC, Inc.	\$ 267.87
02/12/2018	31118	CWEA-TCP (OAKPORT ST.)	\$ 350.00
02/16/2018	31119	PAYROLL CHECK	\$ 2,166.86
02/16/2018	31120	PAYROLL CHECK	\$ 431.40
02/16/2018	31121	Association of San Bernardino	\$ 135.00
02/16/2018	31122	WageWorks, Inc.	\$ 1,483.43
02/16/2018	31123	California State Disbursement	\$ 115.38
02/16/2018	31124	California State Disbursement	\$ 397.38
02/16/2018	31125	Department of the Treasury - I	\$ 175.00
02/20/2018	31126	State Water Resources Control	\$ 60.00
02/20/2018	31127	CWEA-TCP (OAKPORT ST.)	\$ 265.00
02/20/2018	31128	Dhaval Kothari	\$ 351.65
02/20/2018	31129	JAMES, DEDA	\$ 37.61
02/20/2018	31130	FIELD, BEVERLY & JOH	\$ 18.25
02/20/2018	31131	NIZINSKI, BERNARD	\$ 117.24
02/20/2018	31132	MILLER, ANDREW	\$ 83.58
02/20/2018	31133	Delta Partners, LLC	\$ 7,500.00
02/20/2018	31134	Dudek & Associates, Inc	\$ 34,343.00
02/20/2018	31135	HDR Engineering, Inc.	\$ 5,873.10
02/20/2018	31136	One Stop Landscape Supply Inc	\$ 23,244.50
02/20/2018	31137	Platinum Advisors, LLC	\$ 5,000.00
02/20/2018	31138	RMC Water and Environment	\$ 1,764.00
02/20/2018	31139	San Bdno. Valley Muni. Water D	\$ 22,314.00
02/20/2018	31140	Scinor Water America, LLC	\$ 157,042.29
02/20/2018	31141	David L. Wysocki	\$ 2,737.50
02/20/2018	31142	Matthew M. Barlow	\$ 789.49
02/20/2018	31143	Ameripride Uniform Services	\$ 610.10
02/20/2018	31144	AT&T Mobility	\$ 1,504.31
02/20/2018	31145	John F. Simister	\$ 973.19
02/20/2018	31146	Best Home Center	\$ 31.14
02/20/2018	31147	Clinical Laboratory of San Ber	\$ 12,047.50
02/20/2018	31148	Victor James Valenti	\$ 4,334.48
02/20/2018	31149	Evoqua Water Technologies LLC	\$ 257.59
02/20/2018	31150	Gerold Construction Inc.	\$ 45,114.00
02/20/2018	31151	Nicholas C. Hendrickson	\$ 75.99
02/20/2018	31152	Nagem, Inc.	\$ 935.00
02/20/2018	31153	Red Alert Special Couriers	\$ 344.26
02/20/2018	31154	San Gorgonio Pass Water Agency	\$ 12,693.72
02/20/2018	31155	Separation Processes, Inc.	\$ 5,992.25
02/20/2018	31156	Spectrum Business	\$ 2,649.00
02/20/2018	31157	The Counseling Team Internatio	\$ 240.00

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
02/20/2018	31158	Yucaipa Disposal, Inc.	\$ 1,480.65
02/20/2018	31159	Alfa Laval Inc.	\$ 8,081.25
02/20/2018	31160	California Water Technologies,	\$ 4,023.86
02/20/2018	31161	Dinosaur Tire Inc.	\$ 1,028.11
02/20/2018	31162	Grainger	\$ 1,168.85
02/20/2018	31163	Haaker Equipment Company	\$ 108.29
02/20/2018	31164	Industrial Safety Supply Corp	\$ 140.40
02/20/2018	31165	Inland Water Works Supply Co.	\$ 492.48
02/20/2018	31166	Office Solutions Business Prod	\$ 104.68
02/20/2018	31167	Patton Sales Corporation	\$ 738.09
02/20/2018	31168	Sinclair Rock and Sand Inc.	\$ 4,800.00
02/20/2018	31169	Steven Enterprises, Inc	\$ 2,863.77
02/20/2018	31170	Uline, Inc.	\$ 1,237.42
02/20/2018	31171	Kristen Frankforter	\$ 180.93
02/20/2018	31172	WageWorks, Inc.	\$ 207.50
02/20/2018	31173	Ashley Gibson	\$ 66.49
02/26/2018	31174	Atkinson, Andelson, Loya, Ruud	\$ 11,741.98
02/26/2018	31175	Peggy Little	\$ 70.32
02/26/2018	31176	Allison Edmisten	\$ 34.16
02/26/2018	31177	HOMES, INVITATION	\$ 172.40
02/26/2018	31178	TREJO-GARCIA, LINDA	\$ 650.00
02/26/2018	31179	ADS, LLC	\$ 4,275.00
02/26/2018	31180	Luke's Transmission Inc.	\$ 15.00
02/26/2018	31181	Ameripride Uniform Services	\$ 662.44
02/26/2018	31182	John F. Simister	\$ 418.10
02/26/2018	31183	Bear Valley Mutual Water Compa	\$ 2,646.00
02/26/2018	31184	Burgeson's Heating & Air Cond.	\$ 33,950.00
02/26/2018	31185	CA State Dept of Parks & Recre	\$ 2,000.00
02/26/2018	31186	Randall L. and Leann L. Miller	\$ 700.00
02/26/2018	31187	Central Communications	\$ 122.86
02/26/2018	31188	Fedex	\$ 21.08
02/26/2018	31189	Frontier Communications	\$ 150.35
02/26/2018	31190	Incode Division-Tyler Technolo	\$ 2,762.44
02/26/2018	31191	InfoSend, Inc.	\$ 5,254.17
02/26/2018	31192	Nagem, Inc.	\$ 986.27
02/26/2018	31193	NetComp Technologies, Inc.	\$ 2,550.00
02/26/2018	31194	Pacific Coast Landscape & Desi	\$ 17,305.00
02/26/2018	31195	Pro-Pipe & Supply, Inc.	\$ 25.98
02/26/2018	31196	DMJ and Associates, Inc.	\$ 186.41
02/26/2018	31197	SCE Rosemead	\$ 163,817.34
02/26/2018	31198	Spectrum Business	\$ 1,834.00
02/26/2018	31199	U.S. Telepacific Corp	\$ 2,449.26
02/26/2018	31200	Vortex Industries. Inc.	\$ 1,196.50
02/26/2018	31201	Wells Fargo Bank-Corporate Tru	\$ 5,000.00
02/26/2018	31202	William Lyon Homes, Inc	\$ 21,858.99
02/26/2018	31203	Airgas, Inc.	\$ 84.76
02/26/2018	31204	All American Sewer Tools	\$ 766.12
02/26/2018	31205	Aqua-Metric Sales Company	\$ 2,317.95
02/26/2018	31206	Brenntag Pacific, Inc	\$ 21,617.35
02/26/2018	31207	Mar-Lyn Builders, Inc.	\$ 1,047.07
02/26/2018	31208	JW D'Angelo Co.	\$ 2,852.57
02/26/2018	31209	Fresno Oxygen	\$ 636.19

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
02/26/2018	31210	Grainger	\$ 216.70
02/26/2018	31211	Graybar Electric Co., Inc.	\$ 62.81
02/26/2018	31212	Haaker Equipment Company	\$ 1,659.68
02/26/2018	31213	Hasa, Inc.	\$ 7,330.39
02/26/2018	31214	Myers & Sons Hi-Way Safety Inc	\$ 794.12
02/26/2018	31215	Home Depot U.S.A. Inc	\$ 9,156.67
02/26/2018	31216	Industrial Safety Supply Corp	\$ 792.35
02/26/2018	31217	Inland Water Works Supply Co.	\$ 11,632.38
02/26/2018	31218	Nicholas C. Hendrickson	\$ 422.14
02/26/2018	31219	Nuckles Oil Company, Inc.	\$ 2,074.48
02/26/2018	31220	Nalco Company	\$ 5,164.50
02/26/2018	31221	BlueTarp Financial, Inc.	\$ 426.88
02/26/2018	31222	Office Solutions Business Prod	\$ 150.40
02/26/2018	31223	Polydyne Inc.	\$ 2,949.12
02/26/2018	31224	Tom Ponton Industries, Inc.	\$ 11,445.21
02/26/2018	31225	R & R Anderson Trucking	\$ 1,021.07
02/26/2018	31226	Donald Kent Stone	\$ 540.00
02/26/2018	31227	Calmat Company	\$ 5,255.53
02/26/2018	31228	NEIGHBORHOOD PTSHP H	\$ 432.78
02/02/2018	31229	PAYROLL CHECK	\$ 2,205.99
02/02/2018	31230	PAYROLL CHECK	\$ 182.33
			\$ 1,852,164.59
02/02/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 51,292.65
02/02/2018	electronic pmt	CA-EDD	\$ 9,512.35
02/02/2018	electronic pmt	VOYA-457	\$ 5,516.63
02/02/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 19,256.76
02/02/2018	electronic pmt	Public Employees' Retirement S	\$ 23,382.88
02/16/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 48,598.65
02/16/2018	electronic pmt	CA-EDD	\$ 8,357.57
02/16/2018	electronic pmt	VOYA-457	\$ 7,009.63
02/16/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 21,157.68
02/16/2018	electronic pmt	Public Employees' Retirement S	\$ 22,847.81
02/20/2018	electronic pmt	CalPERS - HEALTH	\$ 72,445.11
			\$ 289,377.72

Staff Report



Yucaipa Valley Water District

Discussion Items



Yucaipa Valley Water District



Date: March 20, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Recognition of Joe DeSalliers on his Retirement from the Yucaipa Valley Water District

Recommendation: That the Board recognizes the achievements and contributions of Mr. DeSalliers and adopts Resolution No. 2018-13.

On March 22, 2018, Joe DeSalliers will be retiring from the Yucaipa Valley Water District as a Utility Services Supervisor after thirty-three years of service. Joe DeSalliers has exemplified professionalism, dedication, and commitment to our community throughout his career with the Yucaipa Valley Water District.

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

RESOLUTION NO. 2018-13

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT HONORING JOE DESALLIERS ON THE OCCASION OF HIS RETIREMENT

WHEREAS, Joe DeSalliers was hired by the Yucaipa Valley Water District as a Water Service Worker on March 25, 1985, and was responsible for the overall maintenance of District facilities; and

WHEREAS, during his career with the Yucaipa Valley Water District, Joe DeSalliers was promoted through the Water Service Worker Series and then promoted to a Utility Services Supervisor in June 2004, wherein he was responsible for managing District employees and overseeing the maintenance and construction of drinking water infrastructure, recycled water infrastructure, and sewer infrastructure; and

WHEREAS, after providing thirty-three years of service to the customers of the Yucaipa Valley Water District, Joe DeSalliers will be retiring on March 22, 2018; and

WHEREAS, during his tenure with the District, Joe DeSalliers has demonstrated exceptional leadership, transfer of knowledge, and training to District staff members, as well as being instrumental in management, coordination and oversight of numerous projects that have improved the overall service capability and efficiency of District operations providing a direct benefit to our customers; and

WHEREAS, Joe DeSalliers has been distinguished and recognized for his outstanding skills, construction knowledge, dependability, commitment, eagerness to learn and teach, and his wide range of experience; and

WHEREAS, retiring from the Yucaipa Valley Water District as Public Works Supervisor, Joe DeSalliers will always be remembered as a true professional, dedicated employee, and great friend.

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

PASSED AND ADOPTED this 20th day of March 2018.

YUCAIPA VALLEY WATER DISTRICT

Jay Bogh, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



Date: March 20, 2018

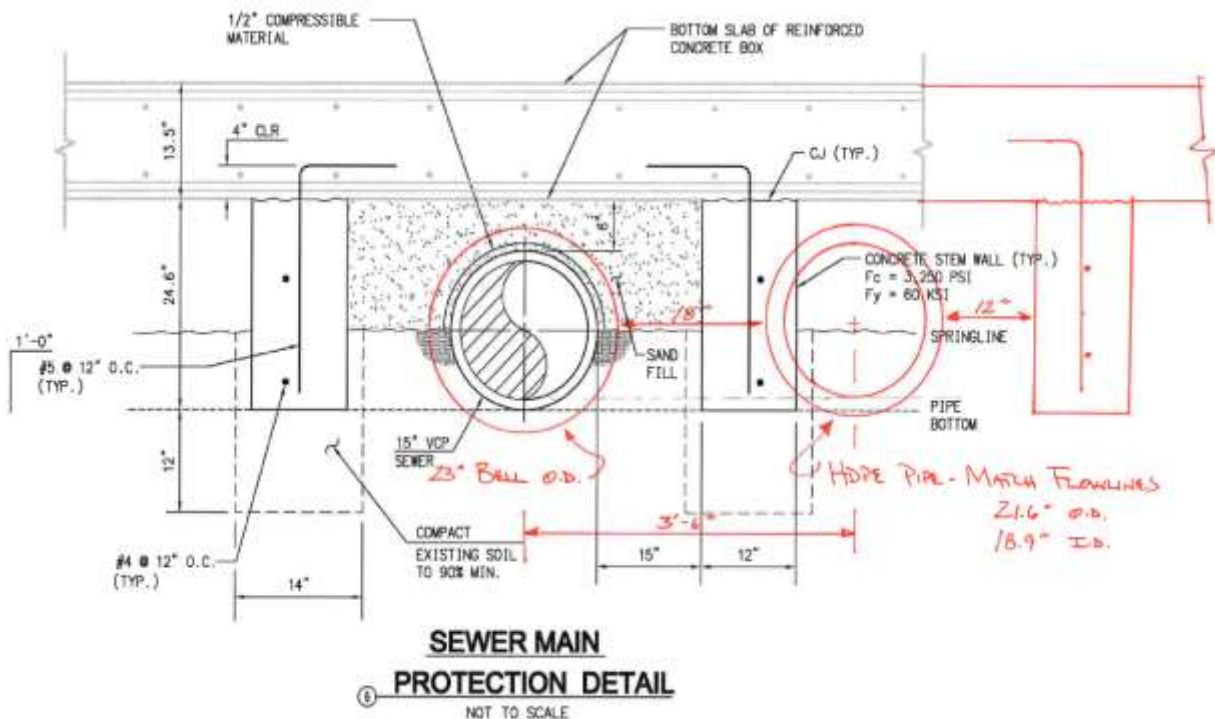
Prepared By: Matt Porras, Management Analyst

Subject: Ratification 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 ratifies 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
 March 7, 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's Contractor for the excavation, construction and backfilling of a parallel sewer pipe segment, 55 linear feet in length, to be installed within the concrete encasement structure.



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 the Project Site and pay fair compensation in the amount of \$1,200 to the City's contractor.
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

Ray Casey

 Ray Casey, City Manager
 3/12/18

 Date

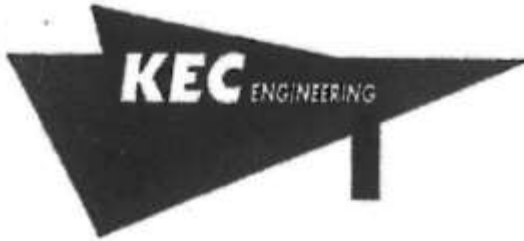
Yucaipa Valley Water District

Joseph Zoba

 Joseph Zoba, General Manager
 3/6/2018

 Date





200 N. Sherman Ave. • Telephone (951)734-3010
 Corona, CA 92882 • Estim. Fax (951)734-7987
 CA Lic. No. 701834 • CA DIR No. 1000004076

www.kecengineering.com

... General Engineering Contractors ...

To: City Of Yucaipa	Contact:
Address: Yucaipa, CA	Phone:
	Fax:
Project Name: Low Water Crossing Future Sewer Encasement At 6th Place Yucaipa	Bid Number:
Project Location:	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 hindrance, as scheduled by KEC.
- CA License #701834 Exp. 1/31/19
- DIR #1000004076 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:

DATE: 3/13/18

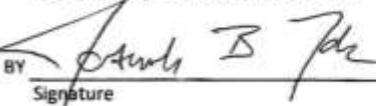
CITY OF YUCAIPA

BY 
Signature

Raymond A. Caser, City Manager
Print Name & Title

DATE: 3/6/2018

YUCAIPA VALLEY WATER DISTRICT

BY 
Signature

Joseph B. Zehn, General Manager
Print Name & Title

DATE: 3/13/18

KEC ENGINEERING

BY 
Signature

Jon White, Proj. Eng.
Print Name & Title



Date: March 20, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Acceptance of Overlying Water Rights in the Beaumont Basin for Tract No. 32702 (141 lots) and Tract No. 32702-5 (105 lots)

Recommendation: That the Board accepts the transfer of 90.94 acre-feet of overlying water rights in the Beaumont Basin from Oak Valley Partners to Yucaipa Valley Water District as overlying-appropriative water rights in the Beaumont Basin.

On August 30, 2017, the Beaumont Basin Watermaster adopted Resolution No. 2017-02 Approving the Transfer of Overlying Water Rights to Specific Parcels - Oak Valley Partners. This resolution approved the transfer of all overlying water rights from Oak Valley Partners to parcels within the service area of the Yucaipa Valley Water District.

The attached correspondence dated March 9, 2018 will transfer 90.94 acre-feet of the Oak Valley overlying water rights to Tract 32702 (141 lots) and Tract 32702-5 (105 lots). This transfer of overlying water rights is anticipated to be sufficient for 246 residential, dual-plumbed dwelling units.

Following the acceptance of the overlying water rights, the District staff will send correspondence to the Beaumont Basin Watermaster to document the assignment of overlying water rights to Yucaipa Valley Water District as overlying-appropriative water rights. The acceptance by the Board of Directors will initiate the preparation of a development agreement for Tract 32702 (141 lots) and Tract 32702-5 (105 lots).

Argent Management

March 9, 2018

Joe Zoba
General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

RE: Summerwind Trails – Transfer of Overlying Water Rights for Water Service - Tracts 32702 & 32702-5, 246 Single Family Residential Lots

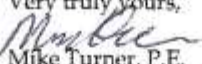
Dear Mr. Zoba:

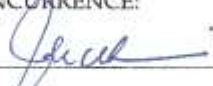
This letter is written on behalf of San Gorgonio Land, LLC, the owner and developer of the residential portion of the Summerwind Ranch Project in Calimesa. Argent Management, LLC is the managing arm for San Gorgonio Land, LLC.

We are hereby requesting to transfer 90.94 acre-feet of the Summerwind Ranch Beaumont Basin Overlyer Water Rights to Tracts 32702 (141 lots) and 32702-5 (105 lots) to provide potable water requirements for 246 residential single family lots. These three Tracts encompass approximately 56 acres and are included within APN 413-290-037 per the attached Exhibit 1.

The merchant builder for these two Tracts is Lennar Homes of California, Inc., a California Corporation. Upon this transfer, we understand that Lennar Homes will be exempt from paying the District’s Supplemental Water Facility Capacity Charge pursuant to the District’s Resolution No. 2017-23, Section 2.D.

If acceptable to you, please indicate so with your approval signature below.

Very truly yours,

Mike Turner, P.E.
Corporate VP, Land Development
Argent Management, LLC

CONCURRENCE:


John Ohanian - Oak Valley Partners

APPROVAL:

Joe Zoba - General Manager, YVWD

CORPORATE OFFICE
2392 Morse Ave, Irvine, CA 92614 • TEL 949 777 4000 • FAX 949 777 4050 • www.ArgentManagementLLC.com

BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 17-22

Date: August 30, 2017

From: Joseph Zoba, Treasurer

Subject: Consideration of Resolution No. 2017-02 Approving the Transfer of Overlying Water Rights to Specific Parcels - Oak Valley Partners

Recommendation: That the Watermaster Committee approves Resolution No. 2017-02.

On July 5, 2017, the Secretary of the Beaumont Basin Watermaster received a request to transfer overlying water rights from representatives of Oak Valley Partners. This request, together with supporting documentation, was considered at the Watermaster meeting held on August 2, 2017, and continued for further analysis by the Watermaster Committee until this special meeting.

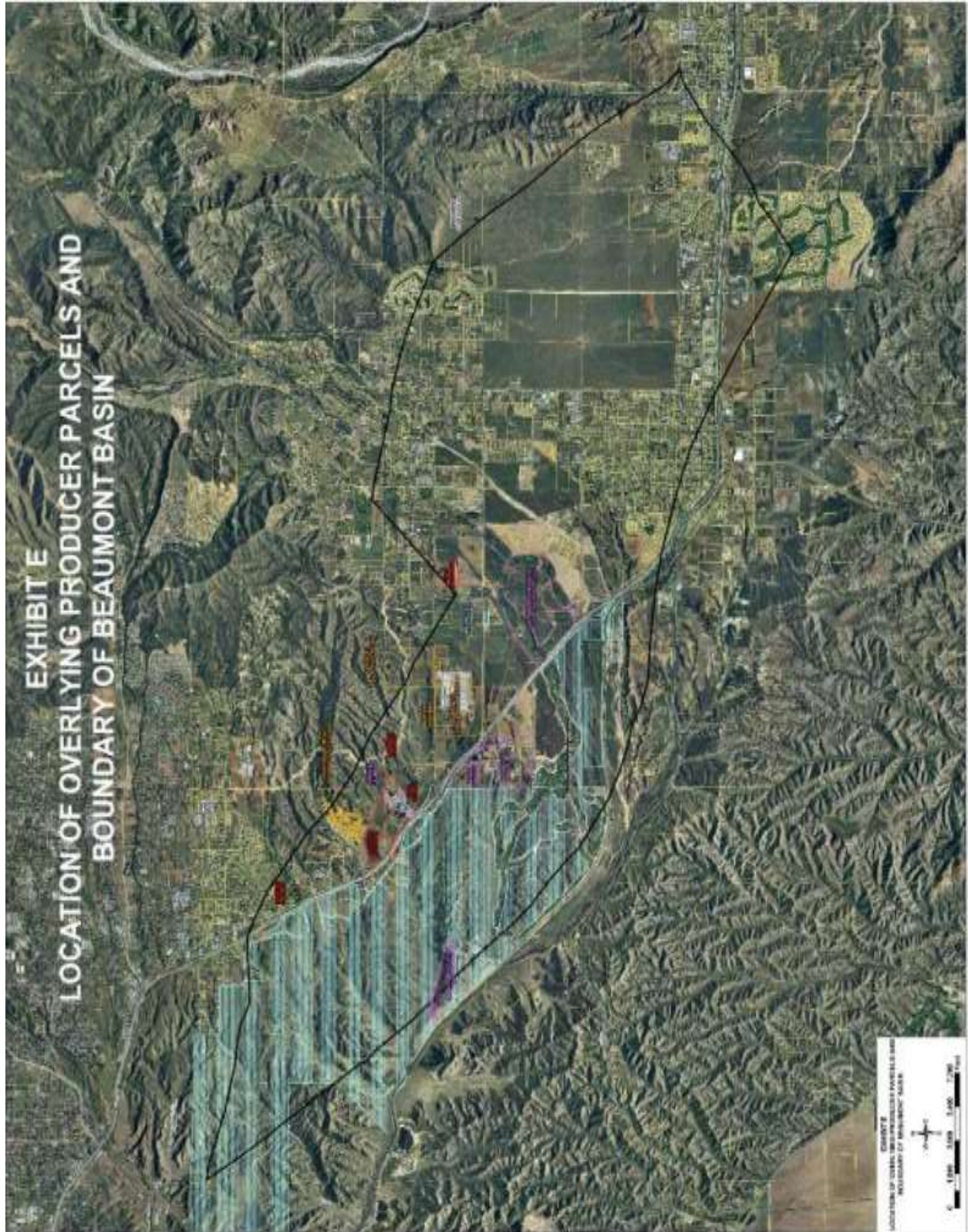
While the Watermaster Committee members discussed the consistency of this request with prior actions taken by the Watermaster, such as Resolution Nos. 2006-05, 06, 07, and 08, other questions remained. To address the questions asked by the Watermaster Committee, the following attachments are provided for review and discussion at the Special Meeting:

- Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin, Exhibit E dated February 4, 2004 (Memorandum Page 4 of 20);
- Revised correspondence regarding the *Transfer of Overlying Water Rights from Oak Valley Partners to Summerwind Ranch Project* provided by Oak Valley Partners dated August 4, 2017 (Memorandum Page 5 of 20);
- Development Parcels Map, Figure 1 provided by Thomas Harder & Company in association with Alda, Inc. from Oak Valley Partners dated August 25, 2017 (Memorandum Page 13 of 20);
- Oak Valley Partners Parcels Map, Figure 2 provided by Thomas Harder & Company in association with Alda, Inc. from Oak Valley Partners dated August 25, 2017 (Memorandum Page 14 of 20);
- Memorandum from Alvarado Smith regarding the *Production Rights Under Redetermined Safe Yield of Basin*, dated August 24, 2017 (Memorandum Page 15 of 20); and
- Resolution No. 2017-02 A Resolution of the Beaumont Basin Watermaster Approving the Transfer of Overlying Water Rights to Specific Parcels (Memorandum Page 17 of 20).

The proposed Resolution No. 2017-02 authorizes the Watermaster Engineer to implement and update the transfer of overlying water rights based on the current and future calculations of safe yield assigned by OVP as appropriative rights to Yucaipa Valley Water District as shown in the following table. The transfer of overlying water rights and conversion to appropriative rights will be identified in annual reports of the Watermaster in manner similar to the transfer of water in storage between appropriators/parties.

Table 3-6
Overlying Parties Production Rights Allocation Based on Revised Safe Yield

Overlying Party to the 2003 Judgment	Initial Overlying Water Right through 2013	New Overlying Water Right Starting in 2014	5-Year (2012-16) Average Production (ac-ft)	5-Year (2012-16) Running Avg % of Water Right
Sharondale Mesa Owners Association	203.0	154.9	121.7	78.6%
California Oak Valley Golf and Resort LLC	853.0	735.8	572.7	77.8%
Tukwet Canyon Golf Club	2,203.0	1,704.0	1,033.6	60.7%
Rancho Callimesa Mobile Home Park	150.0	116.2	41.9	36.0%
Plantation on the Lake LLC	581.0	450.0	104.6	23.2%
Darmon, Boris and Miriam	2.5	1.9	1.4	73.8%
Gutierrez, Hector, et al.	10.0	7.7	0.4	4.5%
Aldama, Nicolas and Amalia	7.0	5.4	0.9	16.0%
McAmis, Ronald L.	5.0	3.9	0.6	14.5%
Beckman, Walter M.	75.0	58.1	0.6	1.3%
Nikodinov, Nick	20.0	15.5	2.7	17.7%
Albor Properties III, LP	303.0	232.4	2.4	1.0%
Stearns, Leonard M. and Dorothy D.	203.0	154.9	0.7	0.5%
Sunny-Cal Egg and Poultry Company	1,433.5	1,115.0	4.3	0.4%
Merlin Properties	553.0	426.0	1.6	0.4%
Oak Valley Partners, LP	1,803.0	1,386.9	2.5	0.2%
Roman Catholic Bishop of San Bernardino	154.0	119.3	0.0	0.0%
	6,650.0	6,700.0	1,692.8	26.3%



OAK VALLEY PARTNERS, L.P.
P.O. Box 645 or 10410 Roberts Road
Calimesa, CA 92320
Telephone: (714) 785-2381

July 5, 2017
(Revised: August 4, 2017)

Secretary
Beaumont Basin Watermaster
560 Magnolia Avenue
Beaumont, CA 92223

Re: Transfer of Overlying Water Rights from Oak Valley Partners to
Summerwind Ranch Project

Dear Secretary:

Discussions have been ongoing between Oak Valley Partners ("OVP") and San Geronio Land, LLC ("SGL") regarding the transfer of 1,806 acre-feet/year of overlying water rights from OVP to be utilized for the development of the Summerwind Ranch ("SWR") project in Calimesa by SGL and OVP. We are hereby requesting that the Beaumont Basin Watermaster ("Watermaster") approve this transfer of these overlying water rights for the benefit of the Assessor Parcel Numbers (APN's) that comprise the SWR project that lie within the Beaumont Basin boundary.

OVP has certain water rights which were assigned to its property as described within the Beaumont Basin Adjudication ("Adjudication") that was filed on February 4, 2004 with the Superior Court of the State of California for the County of Riverside. Within this Adjudication, OVP was granted overlying water rights of 1,806 acre-feet/year over a total of 5,331.65 acres consisting of several assessor parcels that are identified within Exhibits D and E of the Adjudication. Section 3(G) of the Adjudication clearly defines OVP's Overlying Water Rights and states that these rights can be passed on to OVP's successors and assigns.

The old 2004 parcel numbers listed on Exhibit D of the Adjudication that are pertinent to the SWR Specific Plan area include the following parcel numbers:

- 413-040-002
- 413-160-003 thru 007

Letter to
Watermaster
July 5, 2017
(Revised August 4, 2017)

Page 2

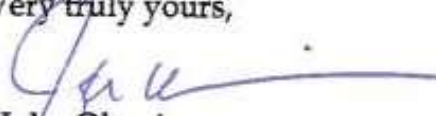
- 413-170-020, 021, 023, 027 thru 031, 033, and 035
- 413-180-011 and 019
- 413-190-001 and 011
- 413-200-002, 010, 014, 015, 020, 023, 024, 026 thru 030, and 034 thru 037
- 413-290-003 and 007
- 413-460-038

We request that the OVP Overlyer Rights be assigned to the APN's listed in exhibit 1 of this letter for the benefit of the SWR Specific Plan.

A copy of this letter and the attachments have been discussed and provided to SGL. We respectfully request that the Watermaster place this item on the agenda for consideration of approval at the next scheduled meeting.

If I can be of any further assistance or can provide any further information, please contact me at your convenience at (714)785-2381.

Very truly yours,



John Ohanian
Oak Valley Partners, L.P.

(See Attached Exhibit 1)

RESOLUTION NO. 2017-02**A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER APPROVING THE TRANSFER OF OVERLYING WATER RIGHTS TO SPECIFIC PARCELS**

WHEREAS, the Stipulated Judgment establishing the Beaumont Basin Watermaster (Riverside Superior Court Case No. 389197) ("Adjudication") was filed with the Superior Court of California, County of Riverside on February 4, 2004; and

WHEREAS, Oak Valley Partners, L.P. ("OVP") has certain water rights which were assigned to its property as described in the Adjudication. Within this Adjudication, OVP was designated as having overlying water rights of 1,806 acre-feet/year based on the designated safe yield at that time over a total of 5,331.65 acres consisting of several assessor parcels that are identified within Exhibits D and E of the Adjudication ("OVP Adjudication Parcels"). Section 3(G) of the Adjudication clearly defines OVP's Overlying Water Rights and states that these rights can be passed on to OVP's successors and assigns for development of their projects. OVP desires to have its designated overlying water rights assigned to the applicable Assessor Parcel Numbers that make up the proposed Summerwind Ranch Specific Plan ("Project") that lie within the Beaumont Basin boundary as depicted on Exhibit 1; and

WHEREAS, the referenced OVP 2004 parcel numbers listed on Exhibit D of the Adjudication that are contained within the Project property, totaling an Adjudication-designated 2421.42 acres, include the following parcel numbers:

- 413-040-002;
- 413-160-003 through 007;
- 413-170-020, 021, 023, 027 through 031, 033, and 035;
- 413-180-017 and 019;
- 413-190-001 and 011;
- 413-200-002, 010, 014, 015, 020, 023, 024, 026 through 030, and 034 through 037;
- 413-290-003 and 007;
- 413-460-038; and

WHEREAS, OVP desires that the Beaumont Basin Watermaster ("Watermaster") approve the transfer of all of OVP's overlying water rights that are defined within the Adjudication for the development of the Project by OVP and its successors to the Project parcels. OVP intends to secure commitments from the Yucaipa Valley Water District ("District") to provide water service to the development phases of the Project, and requests that when those commitments are made and water service is provided to the designated Project parcels that the overlying water rights for those Project parcels be transferred to the Yucaipa Valley Water District. An example of a request letter to the District from San Gorgonio Land, LLC and/or OVP to transfer an incremental portion of overlying rights for providing water service to the Project is attached as Exhibit 2.

NOW, THEREFORE, BE IT RESOLVED BY THE BEAUMONT BASIN WATERMASTER as follows:

1. Transfer of Overlying Water Rights. The Watermaster hereby approves the transfer of all of OVP's overlying water rights, in the amounts as amended from time to time so as to be consistent with the then-current Watermaster approved Beaumont Basin Safe Yield, to the Project parcels listed on Exhibit 1 attached hereto to provide for the development phases of the Project by OVP and its successors/assigns. San Gorgonio Land, LLC is the successor in interest to OVP for the residential portion of the Project.
2. Once OVP and/or its successor(s) secures commitments from the Yucaipa Valley Water District to provide water service to the development phases of the Project, and when water service is provided to the designated Project parcels, then the overlying water rights for those Project parcels shall be transferred to the Yucaipa Valley Water District.
3. Use of Wells. The existing and future wells on the Project parcels may be used to extract water for use on the Project parcels and/or the remaining OVP parcels, consistent with current and future Watermaster rules, regulations and policies.
4. Further Documentation or Action. The Chief of Watermaster Services or Watermaster Engineer is hereby authorized and directed to execute such further documents and instruments, and take such further action, as shall be reasonable required to carry out the purposes and intent of this resolution.
5. Effective Date. The effective date of this resolution is August 30, 2017.

PASSED AND ADOPTED this 30th day of August 2017.

BEAUMONT BASIN WATERMASTER

By:

Art Vella, Chairman of the
Beaumont Basin Watermaster



EXHIBIT 2 (EXAMPLE LETTER)

_____, 2017

Joe Zoba
General Manager
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

RE: Summerwind Ranch - Transfer of Overlying Water Rights for Water Service - Tract 32702-1, 121 Single Family Residential Lots

Dear Mr. Zoba:

This letter is written on behalf of San Gorgonio Land, LLC, which is the owner and developer of the residential portion of the Summerwind Ranch Project in Calimesa. Argent Management, LLC is the managing arm for San Gorgonio Land, LLC.

We are hereby requesting to transfer ____ acre-feet of the Summerwind Ranch Beaumont Basin Overlyer Water Rights to Tract 32702-2, to provide potable water requirements for 121 residential single family lots. This Tract 32702 encompasses ____ acres and is included within APN 413-290-035 per the attached Exhibit 1.

The merchant builder for this Tract 32702-1 is _____. Upon this transfer, we understand that the merchant builder will be exempt from paying the District's Facility Capacity Fee for these lots.

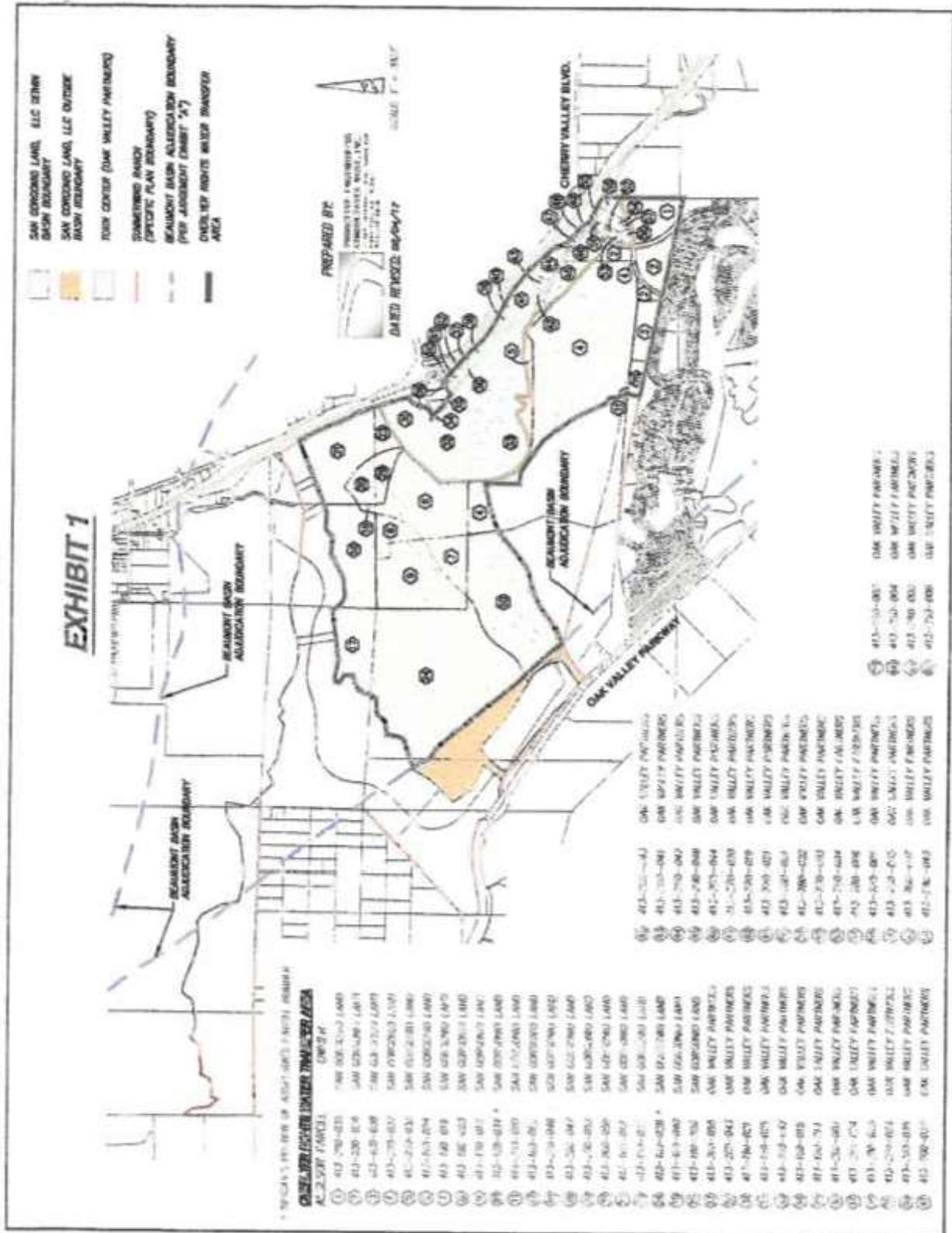
If acceptable to you, please indicate so with your approval signature below.

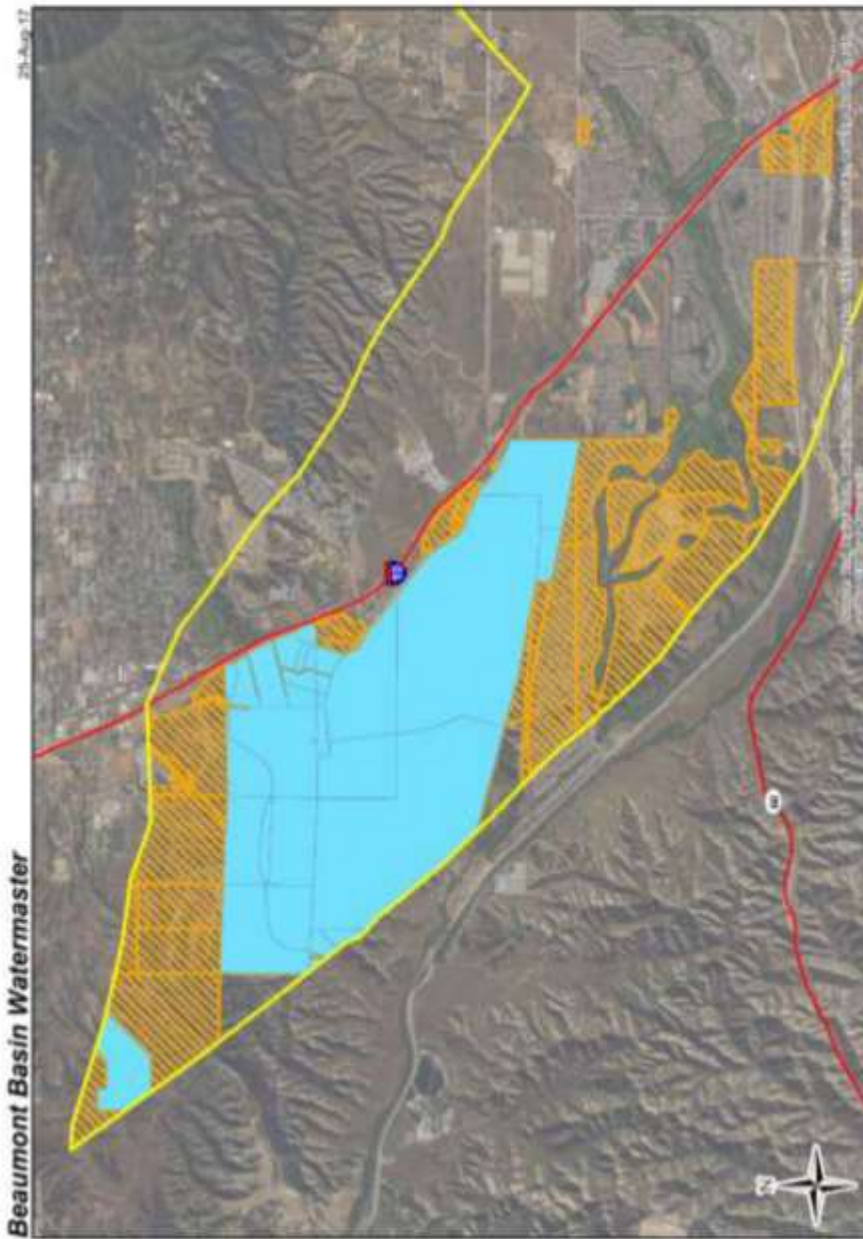
Very truly yours,

Signer's Name
Signer's Title
Argent Management, LLC

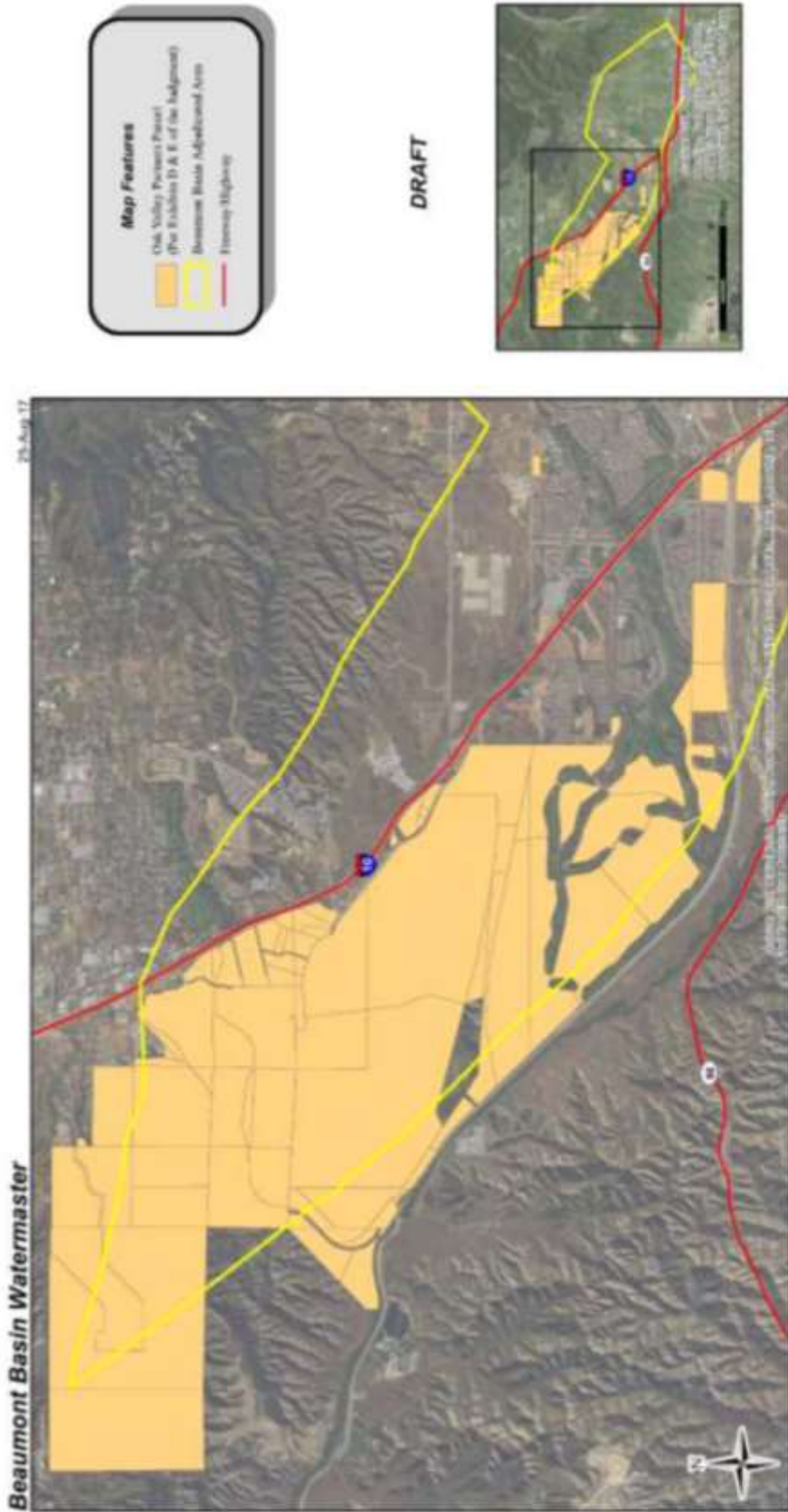
APPROVAL:

Joe Zoba - General Manager
Yucaipa Valley Water District.





Development Parcels
Figure 1



Oak Valley Partners Parcels
Figure 2



MEMORANDUM

TO: [Beaumont Basin Watermaster](#)
FROM: [AlvaradoSmith, APC](#)
DATE: August 24, 2017
RE: Production Rights Under Redetermined Safe Yield of Basin

BACKGROUND

Pursuant to the Stipulated Judgment creating Watermaster and providing for a Physical Solution for the threats to the Basin, the Safe Yield of the Basin was recently redetermined to be 6700 acre-feet per year as opposed to the original 8650 acre-feet per year as specified in the 2004 Stipulated Judgment. Quantified amounts of water associated with parcels overlying the Basin and appropriated from the Basin were designated to particular owners as identified in Exhibits B, C and D to the Stipulated Judgment.

ISSUE

With the redetermined Safe Yield of the Basin now at 6700 acre-feet per year, the question has arisen whether the production amounts associated with particular overlying owners and appropriators are to be pro-rata reduced in relation to the redetermined Safe Yield even if prior Watermaster resolutions approving the transfer of rights specified a particular amount of water that was subject to the transfer?

SHORT ANSWER

Yes. All designated water production amounts related to the Safe Yield of the Basin are pro-rata reduced to 77.5% of the original designation based upon the relationship of the redetermined Safe Yield (6700 acre feet) to the original Safe Yield (8650 acre feet).

DISCUSSION

All signatories and named parties in the Stipulated Judgment, together with their successors and assigns, are mutually obligated and bound by the terms and conditions of the Stipulated Judgment. The Stipulated Judgment enjoins parties from producing water from the Basin in excess of their share of the Safe Yield (albeit averaged over 5 years). *Stipulated Judgment*, Sec. II, A. and B. Within the powers of Watermaster is the right and directive to redetermine the Safe Yield of the Basin at least every ten years. *Stipulated Judgment*, Sec. Section VI, 5. Y. The adherence to the determined Safe Yield of the Basin is integral to the prescribed Physical Solution addressed in the Stipulated Judgment. Indeed, Watermaster is empowered to bring an action to enjoin any Production not in accordance with the terms of the Stipulated Judgment (See, *Stipulated Judgment*, Sec. V, 3.), and may extract from an Overlying Party or an

August 24, 2017
Page 2

Appropriative Party sufficient funds to replace the Overproduction of water from the Basin (See, *Stipulated Judgment*, Sec. V, 4.)

The quantities of water originally designated in the Stipulated Judgment for Overlying Parties and Appropriative Parties have always been subject to an adjustment so as to be consistent with a redetermined Safe Yield of the Basin, which Watermaster was mandated to perform at least once every ten years. Concurrently, Watermaster is not empowered to unilaterally adjust the production rights identified in the Stipulated Judgment – that is not one of the enumerated or even inferential powers of Watermaster. Where Watermaster has identified specific water amounts in prior resolutions approving the transfer of water rights, those specific water amounts have always been subject to pro-rata adjustment consistent with the ratio between a redetermined Safe Yield and the original Safe Yield specified in the Stipulated Judgment.

RESOLUTION NO. 2017-02**A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER APPROVING THE TRANSFER OF OVERLYING WATER RIGHTS TO SPECIFIC PARCELS**

WHEREAS, the Stipulated Judgment establishing the Beaumont Basin Watermaster (Riverside Superior Court Case No. 389197) ("Adjudication") was filed with the Superior Court of California, County of Riverside on February 4, 2004; and

WHEREAS, Oak Valley Partners, L.P. ("OVP") was designated as holding Overlying Water Rights within the Adjudication, with an overall water amount of 1806 acre-feet/year spread over 5,331.65 acres under the then-specified Safe Yield of the basin as described in the Adjudication. As specified in the Adjudication, OVP's property consists of numerous assessor parcels that are identified within Exhibit D of the Adjudication ("OVP Adjudication Parcels"). Section III, 3(G) of the Adjudication outlines OVP's intended development of its property and specifies the process that OVP may utilize to arrange the transfer of its Overlying Water Rights to particular development parcels eventually to be serviced by one or more retail water service providers upon annexation; and

WHEREAS, OVP now desires to have its designated Overlying Water Rights acknowledged in the Adjudication assigned to the requisite Assessor Parcel Numbers within the Summerwind Ranch Specific Plan ("Project") that correlate to certain of the OVP Adjudication Parcels; and

WHEREAS, the OVP Adjudication Parcels listed on Exhibit D of the Adjudication that correlate to the Project parcels and which total 2409.02 acres include the following parcel numbers from Exhibit D:

- 413-040-002;
- 413-160-003 through 007;
- 413-170-020, 021, 023, 027 through 031, 033, and 035;
- 413-180-017 and 019;
- 413-190-001 and 011;
- 413-200-002, 010, 014, 015, 020, 023, 024, 026 through 030, and 034 through 037;
- 413-290-003 and 007;
- 413-460-038; and

WHEREAS, the Assessor Parcel Numbers for the Project parcels that correlate to the above-designated OVP Adjudication Parcels as contained in Exhibit D to the Adjudication are listed and specified in Exhibit 1 attached hereto; and

WHEREAS, OVP desires that Watermaster approve the transfer of all of OVP's Overlying Water Rights designated within the Adjudication to the Project parcels identified in Exhibit 1 attached hereto for the development of the Project by OVP and its successors and/or assigns; and

WHEREAS, OVP further intends to secure commitments from the Yucaipa Valley Water District to provide water service to development phases of the Project, and requests that when those commitments are made and water service is provided to the designated Project parcels that the Overlying Water Rights for those Project parcels be transferred to the Yucaipa Valley Water District ("YVWD") consistent with the Adjudication.

NOW, THEREFORE, BE IT RESOLVED BY THE BEAUMONT BASIN WATERMASTER as follows:

1. Transfer of Overlying Water Rights. Watermaster hereby approves the transfer of all of OVP's Overlying Water Rights to the Project parcels listed on Exhibit 1 attached hereto to provide for the development phases of the Project by OVP and its successors/assigns. OVP shall immediately inform Watermaster of any successor or assign who takes ownership of one or more Project parcels listed on Exhibit 1 to which Overlying Water Rights have been transferred. As of this time, the amount of water associated with the OVP Overlying Water Rights is consistent with the relationship between the redetermined safe yield (6700 acre-feet) and the original Safe Yield (8650 acre-feet), or in other words 77.5% of the original amount identified to OVP in Exhibit B to the Adjudication.

2. Transfer of Rights on Confirmed Water Service by YVWD. Once OVP and/or its successor(s) or assigns secures commitments from the Yucaipa Valley Water District to provide water service to the development phases of the Project, and when water service is provided to the designated Project parcels, then the overlying water rights for those Project parcels shall be transferred to YVWD. YVWD shall report to Watermaster when it has provided retail water service to various properties making up portions of the Project and Watermaster shall account for the same consistent with Section VI, 5. W. of the Adjudication.

3. Use of Wells. The existing and future wells on the Project parcels may be used to extract water for use on the Project parcels and/or any remaining OVP parcels, consistent with the Adjudication and current and future Watermaster rules, regulations and policies.

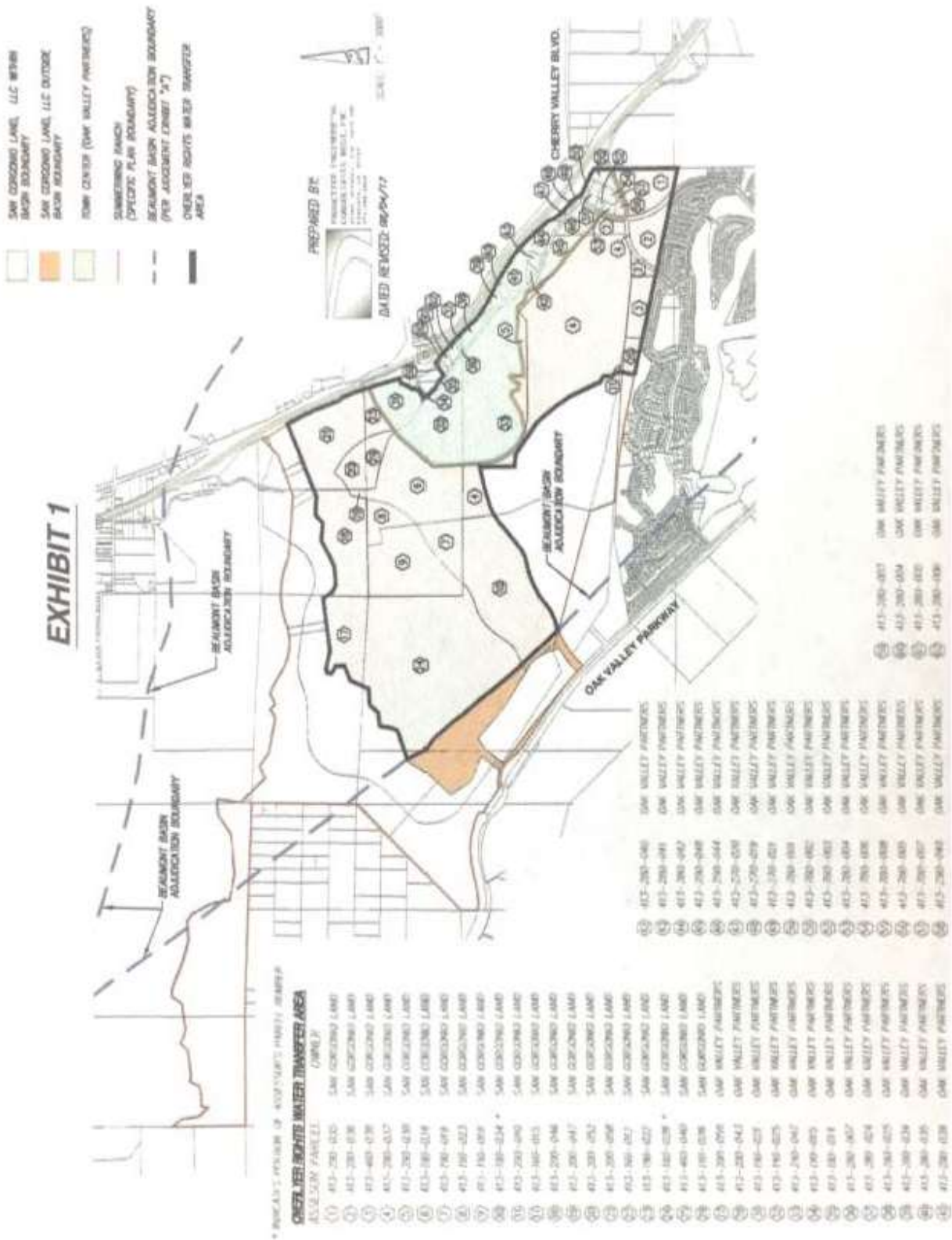
4. Further Documentation or Action. The Chief of Watermaster Services or Watermaster Engineer is hereby authorized and directed to execute such further documents and instruments, and take such further action, as shall be reasonably required to carry out the purposes and intent of this resolution.

5. Effective Date. The effective date of this resolution is August 30, 2017.

PASSED AND ADOPTED by the Beaumont Basin Watermaster this 30th day of August 2017.

BEAUMONT BASIN WATERMASTER

By: _____
Art Vella, Chairman of the
Beaumont Basin Watermaster





Date: March 20, 2018

Prepared By: Jennifer Ares, Water Resource Manager
Matthew Porras, Management Analyst

Subject: Purchase of Required Mitigation for the Yucaipa Creek Erosion Control Repair Project

Recommendation: That the Board authorizes the Board President to execute the Agreement for Sale of Credits from Riverside-Corona Resource Conservation District.

In 2016 the District performed emergency repairs to protect the existing sewer pipeline bridge which extends across Yucaipa Creek. The repairs included installing steel columns, rock gabions and rip-rap. The sewer support structure performed as intended and the sewer transmission pipeline remained intact and stable; however, due to the large volumes and velocity of flows from the January 2017 storm event, the soils eroded in and around the gabions. A portion of the gabions were undermined. Extension of additional linear feet of gabions are necessary to prevent further erosion around the sewer support structure.

Applications were submitted to the U.S. Army Corps of Engineers, the Santa Ana Regional Water Quality Control Board and the California Department of Fish and Wildlife. The erosion control measures will impact 0.007 acre of permanent and 0.024 acre of temporary impacts to Waters of the United States. Consequently, the District is required to purchase enhancement mitigation credit through an In-Lieu Fee Program.

Financial Consideration

Funding for this expense will be from Sewer Fund, Regulatory Compliance [GL Account #03-5-06-57030]. This was not included in the 2017-18 budget. A budget adjustment will be presented to the Board for recommended approval at a future meeting.

AGREEMENT FOR SALE OF CREDITS FROM RIVERSIDE-CORONA
RESOURCE CONSERVATION DISTRICT

This Agreement is entered into this 20th day of March, 2018, by and between Riverside-Corona Resource Conservation District, a California governmental agency, located at 4500 Glenwood Drive, Building A, Riverside, CA 92501 (“RCRCD”), and Yucaipa Valley Water District, 12270 Second Street, Yucaipa, California 92399-0730 (“Project Proponent”) (collectively the “Parties”), as follows:

RECITALS

- A. RCRCD has developed the RCRCD In-Lieu Fee Program (the “Program”); and
- B. The Program was approved by the Los Angeles District of the U.S. Army Corps of Engineers (“USACE”), Region IX of the U.S. Environmental Protection Agency (“USEPA”), and the California Regional Water Quality Control Board, Region 8 (“RWQCB”) (jointly referred to as the Interagency Review Team (the “IRT”)) on July 26, 2012 and is currently in good standing with the IRT; and
- C. RCRCD has received approval from the IRT to sell credits from the Program to offset impacts associated with resource-impacting projects; and
- D. Project Proponent is seeking to purchase Compensatory Mitigation Credits (“ILF Credits”) from the Program for impacts to the Waters of the United States that result from activities of the Project Proponent authorized under sections 404 and 401 of the Clean Water Act (see Permits attached in Exhibit “A”). The number of ILF Credits to be acquired by the Project Proponent for the Yucaipa Creek Sewer Pipe Repair Project (the “Project”), located within the City of Yucaipa, San Bernardino County, California (34.012877°N, -117.082044°W (“Impact Location”), as described in Exhibit “B,” is 0.014 Enhancement ILF Credits; and
- E. USACE is requiring Project Proponent to purchase 0.014 Enhancement ILF Credits to mitigate for permanent impacts to 0.007 acres of non-wetland Waters of the U.S. at the Impact Location caused by the Project, as described in Special Condition 1 of the USACE Nationwide Permit Verification Letter, dated November 7, 2017 (File No. SPL-2015-00919-GLH). The relevant portion of the USACE Nationwide Permit Verification Letter is attached hereto in Exhibit “A;” and
- F. The Project is subject to a RWQCB section 401 Clean Water Act water quality certification dated January 4, 2018 (Certification No. 332017-31, the “401 Certification”). The 401 Certification is attached hereto in Exhibit “A.” Under the 401 Certification, Page 3 (Offsite Water Quality Standards Mitigation Proposed), the Project Proponent agreed to mitigate impacts through the purchase of 0.014 acres of ILF Enhancement Credits through the Program; and
- G. Project Proponent desires to purchase from RCRCD and RCRCD desires to sell and convey to Project Proponent.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions herein, RCRC D agrees to sell to Project Proponent and Project Proponent agrees to purchase from RCRC D 0.014 Enhancement ILF Credits from the Program for a purchase price of FOUR THOUSAND NINE HUNDRED SEVENTY AND NO/100's DOLLARS (\$4,970.00). The purchase price shall be paid by means acceptable to RCRC D. The Parties shall mutually agree to a "Closing Date" by which the transaction will be completed, which shall be no later than the execution of this Agreement. On the Closing Date, RCRC D shall transfer to Project Proponent evidence that the ILF Credits have been allocated to the Project by Bill of Sale in the form attached as Exhibit "C," and Project Proponent shall pay the purchase price specified above.
2. In the event Project Proponent has not delivered the Purchase Price to RCRC D on or before the Closing Date, this Agreement shall automatically terminate without need for any further action by RCRC D and RCRC D shall have no further obligations to Project Proponent under this Agreement.
3. The sale and transfer herein is not intended as a sale or transfer to Project Proponent of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
4. Project Proponent shall have no obligation whatsoever by reason of this Agreement to support, pay, fix, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the mitigation property associated with ILF Credits sold, or the Program.
5. The ILF Credits herein sold and conveyed to Project Proponent shall be non-transferable and non-assignable and shall be used as compensatory mitigation only in connection with the Project. Any excess ILF Credits shall not be utilized for the benefit of any other project, nor shall they be traded or otherwise retained by RCRC D for future use by the Project Proponent or any other person or entity.
6. All representations, warranties, and covenants embodied in this Agreement shall survive the transfer of the ILF Credits hereunder.
7. RCRC D shall cooperate and assist Project Proponent by providing documentation required by the IRT, and other regulatory agencies to establish that the ILF Credits may be used to compensate for the Project's impacts described above. RCRC D shall provide USACE and the Regional Board with a Statement of Sale of ILF Credits in the form of the attached Exhibit "D" no later than 5 days after the Closing Date of a successful sale.
8. Any notice or other written communication given pursuant to this Agreement shall be delivered to the other Party by first class U.S. mail, certified or registered U.S. mail or email with mailed copy as follows:

Project Proponent: Mr. Matthew Porras
 Yucaipa Valley Water District
 12270 Second Street
 Yucaipa, CA 92399-0730
 Telephone: (909) 790-3300
 mporras@yvwd.dst.ca.us

RCRCD: Shelli Lamb, District Manager
 4500 Glenwood Drive, Building A
 Riverside, CA 92501-3042
 Telephone: (951) 683-7691
 lamb@rcrcd.org

9. It is agreed that all understandings and agreements heretofore had between the Parties respecting the transactions contemplated by this Agreement are merged in this Agreement, which fully and completely expresses the agreement of the Parties. There are no representations, warranties, or agreements except as specified and expressly set forth herein, in the exhibits annexed hereto, or to be set forth in the instruments or other documents delivered or to be delivered hereunder.

10. By signing below, each Party warrants and represents that the person signing this Agreement on its behalf has authority to bind that Party and that the Party's execution of this Agreement is not in violation of any By-law, covenants and/or other restrictions placed upon them by their respective entities.

11. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

12. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written,

RIVERSIDE-CORONA RESOURCE
CONSERVATION DISTRICT

YUCAIPA VALLEY WATER DISTRICT

By: _____
 Alfred B. Bonnett, Jr., President

By: _____
 Jay Bogh, President



DEPARTMENT OF THE ARMY
LOS ANGELES DISTRICT, U.S. ARMY CORPS OF ENGINEERS
2151 ALESSANDRO DRIVE, SUITE 110
VENTURA, CALIFORNIA 93001-3766

November 7, 2017

SUBJECT: Nationwide Permit (NWP) Verification

Matthew Porras
Yucaipa Valley Water District
12270 Second Street
Yucaipa, California 92399-0730

Dear Mr. Porras:

I am responding to your request (SPL-2015-00919-GLH) for a Department of the Army permit for your proposed project, Yucaipa Creek Sewer Pipe Repair Project. The proposed project is located within the city of Yucaipa, San Bernardino County, California (Lat: 34.012877, Long: -117.082044).

Because this project would result in a discharge of dredged and/or fill material into waters of the U.S., a Department of the Army permit is required pursuant to Section 404 of the Clean Water Act (33 USC 1344; 33 CFR parts 323 and 330).

I have determined construction of your proposed project, if constructed as described in your application, would comply with NWP 13 – *Bank Stabilization*. Specifically, and as shown in the enclosed figures, you are authorized to:

1. Permanently discharge fill material into 0.007 acre non-wetland waters of the U.S. for the placement of grouted rip-rap and gabions along Yucaipa Creek.
2. Temporarily discharge dredged or fill material into 0.024 acre non-wetland waters of the U.S. for the construction of grouted rip-rap and gabions in Yucaipa Creek.

For this NWP verification letter to be valid, you must comply with all of the terms and conditions in Enclosure 1. Furthermore, you must comply with the non-discretionary Special Conditions listed below:

1. This permit is contingent upon the issuance of a section 401 Water Quality Certification (WQC). The Permittee shall abide by the terms and conditions of the Clean Water Act section 401 WQC. The Permittee shall submit the section 401 WQC to the Corps Regulatory Division (preferably via email) within two weeks of receipt from the issuing state agency. The Permittee shall not proceed with construction until receiving an e-mail or other written notification from Corps Regulatory Division acknowledging the Clean Water Act 401 WQC has been received, reviewed, and determined to be acceptable. If

the RWQCB fails to act on a valid request for certification within 60 days after receipt of a complete application, please notify the Corps so we may consider whether a waiver of water quality certification has been obtained.

2. The Permittee shall clearly mark the limits of the workspace with flagging or similar means to ensure mechanized equipment does not enter preserved waters of the U.S. and habitat areas shown on Figure 1. Adverse impacts to waters of the U.S. beyond the Corps-approved construction footprint are not authorized. Such impacts could result in permit suspension and revocation, administrative, civil or criminal penalties, and/or substantial, additional, compensatory mitigation requirements.
3. No later than one month following completion of authorized work in waters of the U.S., the permittee shall ensure all sites within waters of the U.S. subject to authorized, temporary impacts are restored to pre-project alignments, elevation contours, and conditions to the maximum extent practicable to ensure expeditious resumption of aquatic resource functions. No later than 45 calendar days following completion of authorized work in waters of the U.S., the permittee shall submit a memorandum documenting compliance with this special condition.
4. Pursuant to 36 C.F.R. section 800.13, in the event of any discoveries during construction of either human remains, archeological deposits, or any other type of historic property, the Permittee shall notify the Corps' Archeology Staff within 24 hours (Danielle Storey at 213-452-3855 OR Meg McDonald at 213-452-3849). The Permittee shall immediately suspend all work in any area(s) where potential cultural resources are discovered. The Permittee shall not resume construction in the area surrounding the potential cultural resources until the Corps Regulatory Division re-authorizes project construction, per 36 C.F.R. section 800.13.
5. Within 45 calendar days of completion of authorized work in waters of the U.S., the Permittee shall submit to the Corps Regulatory Division a post-project implementation memorandum including the following information:
 - A) Date(s) work within waters of the U.S. was initiated and completed;
 - B) Summary of compliance status with each special condition of this permit (including any noncompliance that previously occurred or is currently occurring and corrective actions taken or proposed to achieve compliance);
 - C) Color photographs (including map of photopoints) taken at the project site before and after construction for those aspects directly associated with permanent impacts to waters of the U.S. such that the extent of authorized fills can be verified;
 - D) One copy of "as built" drawings for the entire project. Electronic submittal (Adobe PDF format) is preferred. All sheets must be signed, dated, and to-scale. If submitting paper copies, sheets must be no larger than 11 x 17 inches; and
 - E) Signed Certification of Compliance (attached as part of this permit package).

This verification is valid through March 18, 2022. If on March 18, 2022 you have commenced or are under contract to commence the permitted activity you will have an additional twelve (12) months to complete the activity under the present NWP terms and conditions. However, if I discover noncompliance or unauthorized activities associated with the permitted activity I may request the use of discretionary authority in accordance with procedures in 33 CFR part 330.4(e) and 33 CFR part 330.5(c) or (d) to modify, suspend, or revoke this specific verification at an earlier date. Additionally, at the national level the Chief of Engineers, any time prior to March 18, 2022, may choose to modify, suspend, or revoke the nationwide use of a NWP after following procedures set forth in 33 CFR part 330.5. It is incumbent upon you to comply with all of the terms and conditions of this NWP verification and to remain informed of any change to the NWPs.

A NWP does not grant any property rights or exclusive privileges. Additionally, it does not authorize any injury to the property, rights of others, nor does it authorize interference with any existing or proposed Federal project. Furthermore, it does not obviate the need to obtain other Federal, state, or local authorizations required by law.

Thank you for participating in the Regulatory Program. If you have any questions, please contact Gerardo Hidalgo at (805) 585-2145 or via e-mail at Gerardo.L.Hidalgo@usace.army.mil. Please help me to evaluate and improve the regulatory experience for others by completing the customer survey form at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Sincerely,



Digitally signed by
SZIJJ.ANTAL.J.1231776784
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=SZIJJ.ANTAL.J.1231776784
Date: 2017.11.07 07:10:09 -08'00'

Antal Szijj
Team Lead
Ventura Field Office
Regulatory Division

Enclosures



**LOS ANGELES DISTRICT
U.S. ARMY CORPS OF ENGINEERS**

**CERTIFICATE OF COMPLIANCE WITH
DEPARTMENT OF THE ARMY NATIONWIDE PERMIT**

Permit Number: *SPL-2015-00919-GLH*

Name of Permittee: *Yucaipa Valley Water District, Matthew Porras*

Date of Issuance: *November 7, 2017*

Upon completion of the activity authorized by this permit and the mitigation required by this permit, sign this certificate, and return it by **ONE** of the following methods;

1) Email a digital scan of the signed certificate to Gerardo.L.Hidalgo@usace.army.mil

OR

2) Mail the signed certificate to

U.S. Army Corps of Engineers
ATTN: Regulatory Division SPL-2015-00919-GLH
2151 Alessandro Drive, Suite 110
Ventura, California 93001-3766

I hereby certify that the authorized work and any required compensatory mitigation has been completed in accordance with the NWP authorization, including all general, regional, or activity-specific conditions. Furthermore, if credits from a mitigation bank or in-lieu fee program were used to satisfy compensatory mitigation requirements I have attached the documentation required by 33 CFR 332.3(l)(3) to confirm that the appropriate number and resource type of credits have been secured.

Signature of Permittee

Date

Enclosure 1: NATIONWIDE PERMIT NUMBER NWP 13 Bank Stabilization.**1. Nationwide Permit NWP 13 Bank Stabilization. Terms:**

13. Bank Stabilization. Bank stabilization activities necessary for erosion control or prevention, such as vegetative stabilization, bioengineering, sills, rip rap, revetment, gabion baskets, stream barbs, and bulkheads, or combinations of bank stabilization techniques, provided the activity meets all of the following criteria:

- (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects (an exception is for bulkheads – the district engineer cannot issue a waiver for a bulkhead that is greater than 1,000 feet in length along the bank);
- (c) The activity will not exceed an average of one cubic yard per running foot, as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects;
- (e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored native trees and treetops may be used in low energy areas);
- (g) Native plants appropriate for current site conditions, including salinity, must be used for bioengineering or vegetative bank stabilization;
- (h) The activity is not a stream channelization activity; and
- (i) The activity must be properly maintained, which may require repairing it after severe storms or erosion events. This NWP authorizes those maintenance and repair activities if they require authorization.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. After construction, temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot as measured along the length of the treated bank, below the plane of the ordinary high water mark or the high tide line. (See general condition 32.) (Authorities: Sections 10 and 404)

2. General Conditions: The following general conditions must be followed in order for any authorization by an NWP to be valid:

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see

general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then

additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal

adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district

engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual

permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

- (1) Name, address and telephone numbers of the prospective permittee;
- (2) Location of the proposed activity;
- (3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
- (4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);
- (5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
- (6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if

appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

3. Regional Conditions for the Los Angeles District:

1. For all activities in waters of the U.S. that are suitable habitat for federally listed fish species, including designated critical habitat for such species, the permittee shall design all new or substantially reconstructed linear transportation crossings (e.g. roads, highways, railways, trails, bridges, culverts) to ensure that the passage and/or spawning of fish is not hindered. In these areas, the permittee shall employ bridge designs that span the stream or river, including pier- or pile-supported spans, or designs that use a bottomless arch culvert with a natural stream bed, unless determined to be impracticable by the Corps.
2. Nationwide Permits (NWP) 3, 7, 12-15, 17-19, 21, 23, 25, 29, 35, 36, or 39-46, 48-54 cannot be used to authorize structures, work, and/or the discharge of dredged or fill material that would result in the "loss" of wetlands, mudflats, vegetated shallows or riffle and pool complexes as defined at 40 CFR Part 230.40-45. The definition of "loss" for this regional condition is the same as the definition of "loss of waters of the United States" used for the Nationwide Permit Program. Furthermore, this regional condition applies only within the State of Arizona and within the Mojave and Sonoran (Colorado) desert regions of California. The desert regions in California are limited to four USGS Hydrologic Unit Code (HUC) accounting units (Lower Colorado -150301, Northern Mojave-180902, Southern Mojave-181001, and Salton Sea-181002).
3. When a pre-construction notification (PCN) is required, the Los Angeles District shall be notified in accordance with General Condition 32 using either the South Pacific Division PCN Checklist or a signed application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions. The PCN Checklist and application form are available at:

<http://www.spl.usace.army.mil/Missions/Regulatory/PermitProcess.aspx>. In addition, unless specifically waived by the Los Angeles District, the PCN shall include:

- a. A written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States;
 - b. Drawings, including plan and cross-section views, clearly depicting the location, size and dimensions of the proposed activity as well as the location of delineated waters of the U.S. on the site. The drawings shall contain a title block, legend and scale, amount (in cubic yards) and area (in acres) of fill in Corps jurisdiction, including both permanent and temporary fills/structures. The ordinary high water mark or, if tidal waters, the mean high water mark and high tide line, should be shown (in feet), based on National Geodetic Vertical Datum (NGVD) or other appropriate referenced elevation. All drawings shall follow the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (Feb 2016), or most recent update (available at the South Pacific Division website at: <http://www.spd.usace.army.mil/Missions/Regulatory/PublicNoticesandReferences.aspx/>);
 - c. Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph shall be documented on the plan-view drawing required in subpart b of this regional condition.
 - d. Delineation of aquatic resources in accordance with the current Los Angeles District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (available at: <http://www.spl.usace.army.mil/Missions/Regulatory/Jurisdictional-Determination/>).
4. Submission of a PCN pursuant to General Condition 32 and Regional Condition 3 shall be required for specific regulated activities in the following locations:
- a. All perennial waterbodies and special aquatic sites throughout the Los Angeles District as well as intermittent waters within the State of Arizona for any regulated activity that would result in a loss of waters of the United States. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
 - b. All areas designated as Essential Fish Habitat (EFH) by the Pacific Fishery Management Council, and that would result in an adverse effect to EFH, in which case the PCN shall include an EFH assessment and extent of proposed impacts to EFH. EFH Assessment Guidance and other supporting information can be found at: http://www.westcoast.fisheries.noaa.gov/habitat/fish_habitat/efh_consultations_go.html.
 - c. All watersheds in the Santa Monica Mountains in Los Angeles and Ventura counties bounded by Calleguas Creek on the west, by Highway 101 on the north and east, and by Sunset Boulevard and Pacific Ocean on the south.

- d. The Santa Clara River watershed in Los Angeles and Ventura counties, including but not limited to Aliso Canyon, Agua Dulce Canyon, Sand Canyon, Bouquet Canyon, Mint Canyon, South Fork of the Santa Clara River, San Francisquito Canyon, Castaic Creek, Piru Creek, Sespe Creek and the main-stem of the Santa Clara River.
 - e. The Murrieta and Temecula Creek watersheds in Riverside County, California for any regulated activity that would result in a loss of waters of the U.S. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
 - f. All waterbodies designated by the Arizona Department of Environmental Quality as Outstanding Arizona Waters (OAWs), within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated OAW, and on tributaries to OAWs within 1600 meters of the OAW (see <http://www.azdeq.gov/index.html>).
 - g. All waterbodies designated by the Arizona Department of Environmental Quality as 303(d)-impaired surface waters, within 1600 meters (or 1 mile) upstream and/or 800 meters (1/2 mile) downstream of a designated impaired surface water, and on tributaries to impaired waters within 1600 meters of the impaired water (see <http://www.azdeq.gov/index.html>).
5. Individual Permits shall be required for all discharges of fill material in jurisdictional vernal pools, with the exception that discharges for the purpose of restoration, enhancement, management or scientific study of vernal pools may be authorized under NWP 5, 6, and 27 with the submission of a PCN in accordance with General Condition 32 and Regional Condition 3.
 6. Within the Murrieta Creek and Temecula Creek watersheds in Riverside County the use of NWP 29, 39, 42 and 43, and NWP 14 combined with any of those NWP shall be restricted. The loss of waters of the U.S. cannot exceed 0.25 acre. The definition of "loss of waters of the United States" for this regional condition is the same as the definition used for the Nationwide Permit Program.
 7. Individual Permits (Standard Individual Permit or 404 Letter of Permission) shall be required in San Luis Obispo Creek and Santa Rosa Creek in San Luis Obispo County for bank stabilization projects, and in Gaviota Creek, Mission Creek and Carpinteria Creek in Santa Barbara County for bank stabilization projects and grade control structures.
 8. In conjunction with the Los Angeles District's Special Area Management Plans (SAMPs) for the San Diego Creek Watershed and San Juan Creek/Western San Mateo Creek Watersheds in Orange County, California, the Corps' Division Engineer, through his discretionary authority has revoked the use of the following 26 selected NWP within these SAMP watersheds: 03, 07, 12, 13, 14, 16, 17, 18, 19, 21, 25, 27, 29, 31, 33, 39, 40, 41, 42, 43, 44, 46, 49, and 50. Consequently, these NWP are no longer available in those watersheds to authorize impacts to waters of the United States from discharges of dredged or fill material under the Corps' Clean Water Act section 404 authority.

9. Any requests to waive the applicable linear foot limitations for NWP's 13, 21, 29, 39, 40 and 42, 43, 44, 51, 52, and 54, must include the following:
 - a. A narrative description of the affected aquatic resource. This should include known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characters observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line, or scour marks) or Mean High Water Line; a description of the adjacent vegetation community and a statement regarding the wetland status of the associated vegetation community (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information.
 - b. An analysis of the proposed impacts to the waterbody in accordance with General Condition 32 and Regional Condition 3;
 - c. Measures taken to avoid and minimize losses, including other methods of constructing the proposed project; and
 - d. A compensatory mitigation plan describing how the unavoidable losses are proposed to be compensated, in accordance with 33 CFR Part 332.
10. The permittee shall complete the construction of any compensatory mitigation required by special condition(s) of the NWP verification before or concurrent with commencement of construction of the authorized activity, except when specifically determined to be impracticable by the Corps. When mitigation involves use of a mitigation bank or in-lieu fee program, the permittee shall submit proof of payment to the Corps prior to commencement of construction of the authorized activity.

4. Further information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - (a) This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - (b) This permit does not grant any property rights or exclusive privileges.
 - (c) This permit does not authorize any injury to the property or rights of others.
 - (d) This permit does not authorize interference with any existing or proposed Federal project.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - (a) Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - (b) Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - (c) Damages to persons, property, or to other permitted or unpermitted activities or structures caused

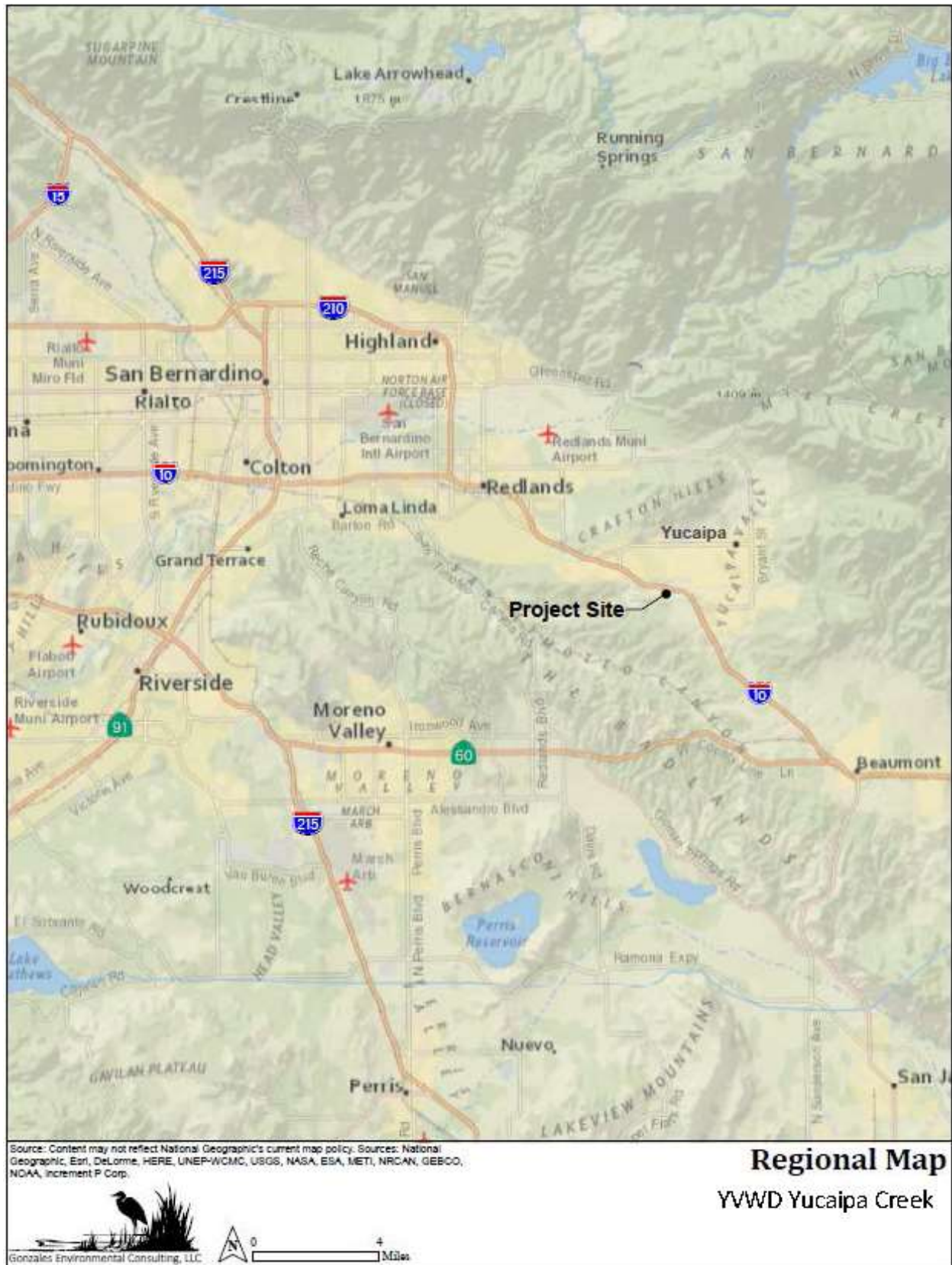
by the activity authorized by this permit.

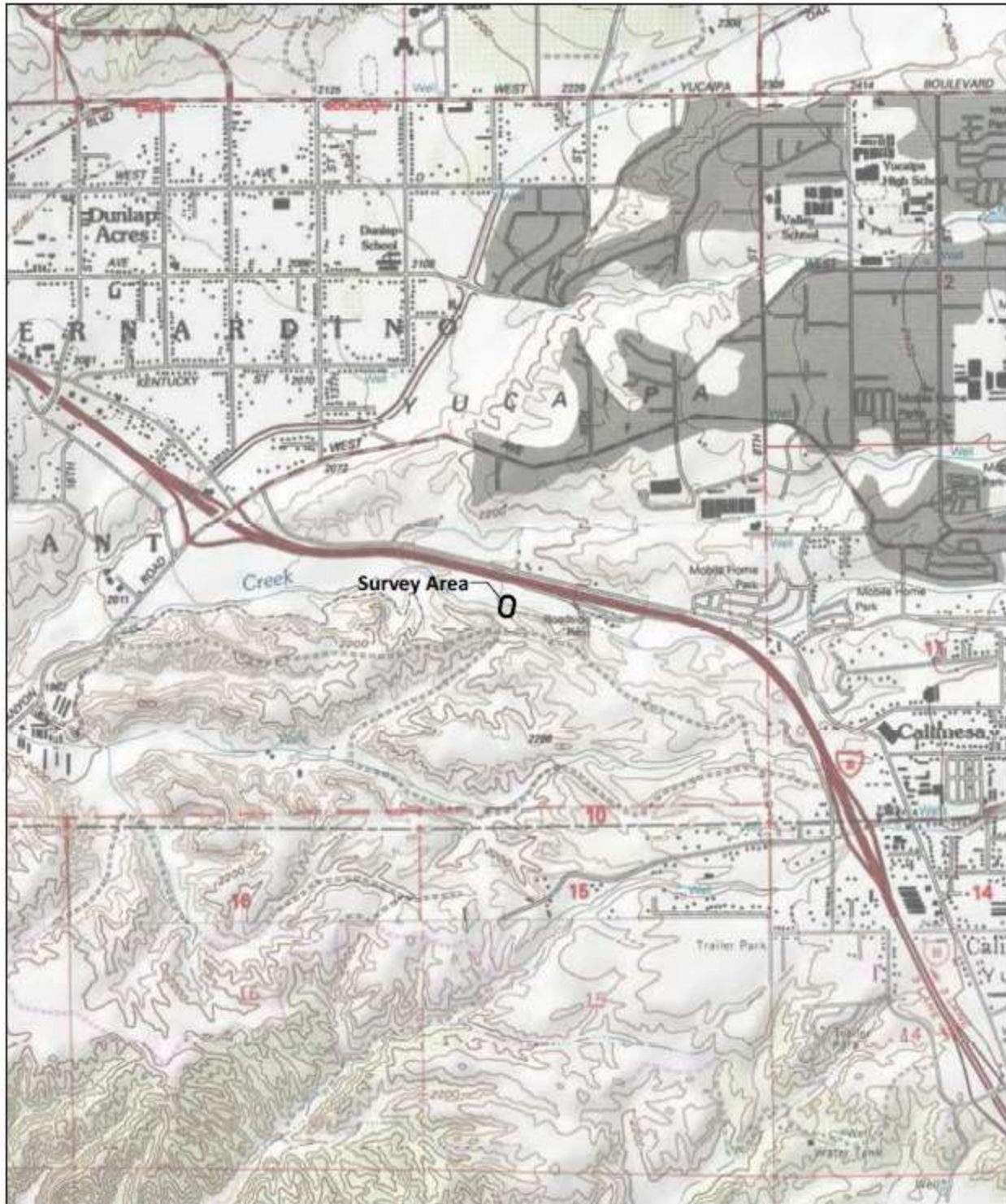
- (d) Design or construction deficiencies associated with the permitted work.
- (e) Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - (a) You fail to comply with the terms and conditions of this permit.
 - (b) The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - (c) Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measure ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. This letter of verification is valid for a period not to exceed two years unless the nationwide permit is modified, reissued, revoked, or expires before that time.
7. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition H below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
8. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished with the terms and conditions of your permit.



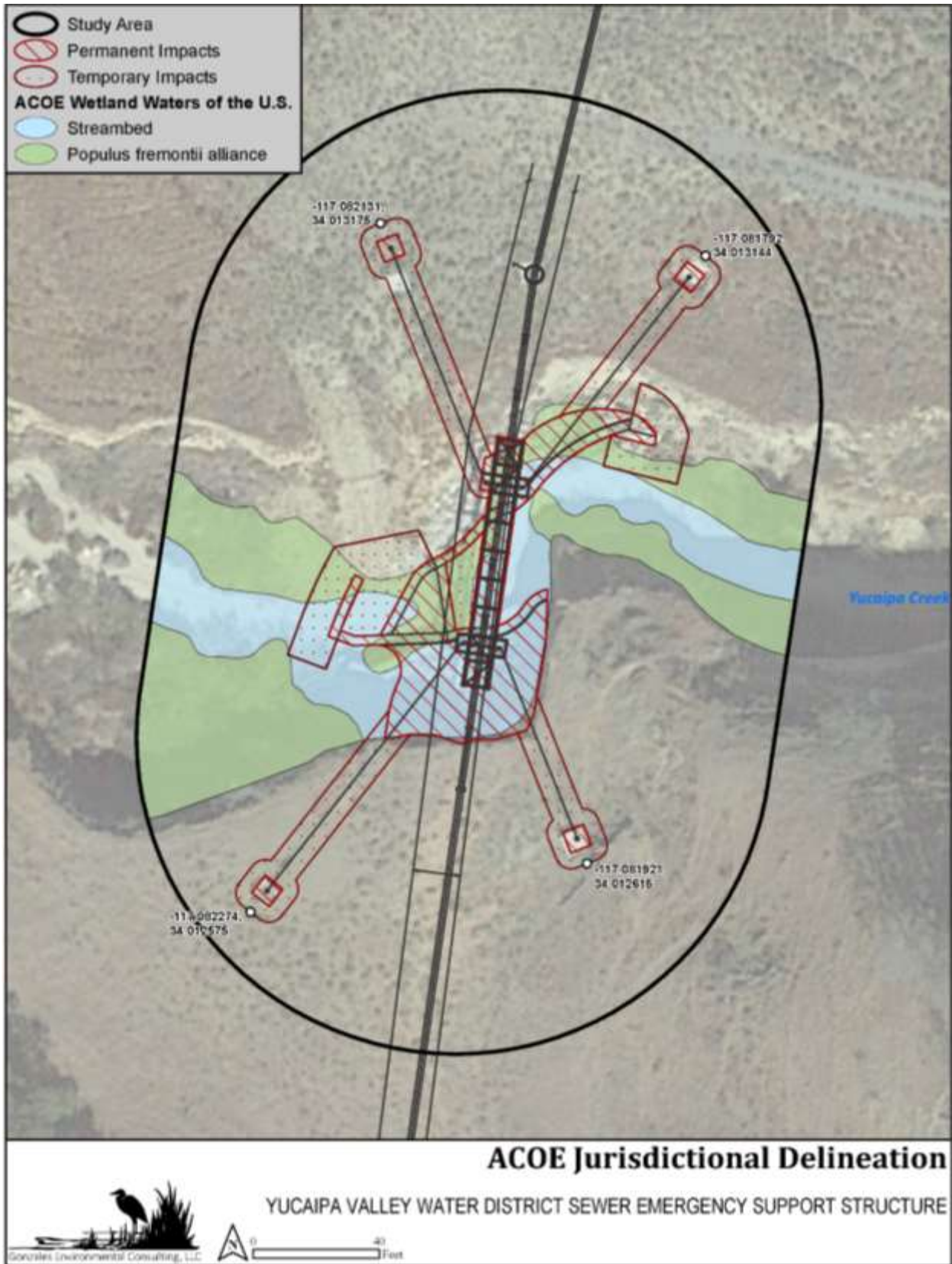


Source: USGS Quads (Yucaipa, El Casco); Copyright: © 2013 National Geographic Society, Inc. Used

USGS Topo

YVWD Yucaipa Creek







State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Inland Deserts Region
3602 Inland Empire Blvd., Suite C-220
Ontario, CA 91764
(909) 481-0167
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



December 13, 2017

Matthew Porras
Yucaipa Valley Water District
12270 Second Street
Yucaipa, CA 92399-0730

Subject: Notification of Lake or Streambed Alteration No. 1600-2017-0144-R6
Yucaipa Valley Water District Sewer Line Emergency Project

Dear Mr. Porras:

The Department had until November 21, 2017 to submit a draft Lake or Streambed Alteration Agreement (Agreement) to you or inform you that an Agreement is not required. The Department did not meet that date. As a result, by law, you may now complete the project described in your notification without an Agreement.

Please note that pursuant to Fish and Game Code section 1602(a)(4)(D), if you proceed with this project, it must be the same as described and conducted in the same manner as specified in the notification and any modifications to that notification received and approved by the Department in writing prior to November 21, 2017. This includes completing the project within the proposed term and seasonal work period and implementing all avoidance and mitigation measures to protect fish and wildlife resources specified in the notification. If the term proposed in your notification has expired, you will need to re-notify the Department before you may begin your project. Beginning or completing a project that differs in any way from the one described in the notification may constitute a violation of Fish and Game Code section 1602.

Your project proposes to add ½-ton grouted rip-rap around existing gabions, and concrete grout within the existing gabions, at the sewer pipeline crossing at Yucaipa Creek. The Project will also construct three gabions, totaling 60 linear feet, to help prevent erosion of the creek bed around the sewer support structures. A total of 0.007 acre will be directly, permanently impacted as a result of rip-rap and gabion placement. An additional 0.039 acre will be temporarily impacted. Of the total 0.046 acre of impacts, 0.015 acre will occur within *Eriogonum fasciculatum* vegetative alliance, 0.016 will occur within *Populus fremontii* alliance, and 0.015 acre will occur within sandy wash/unvegetated streambed. Standard best management practices will be implemented during construction to prevent sediment from entering the watercourse. If project activities will occur within nesting season, a qualified biologist will conduct nesting surveys, map active nest occurrences, and establish and maintain a 300-foot buffer (500 feet for raptors) while the nest remains active.

Conserving California's Wildlife Since 1870

Matthew Porras
December 13, 2017
Page 2 of 2

Also note that while you are entitled to complete the project without an Agreement, you are still responsible for complying with other applicable local, state, and federal laws. These include, but are not limited to, the state and federal Endangered Species Acts and Fish and Game Code sections 5650 (water pollution) and 5901 (fish passage).

Finally, if you decide to proceed with your project without an Agreement, you must have a copy of this letter and your notification with all attachments available at all times at the work site. If you have any questions regarding this matter, please contact Kimberly Freeburn at (909) 945-3484 or Kim.Freeburn@wildlife.ca.gov

Sincerely,



Jeff Brandt
Senior Environmental Scientist



Santa Ana Regional Water Quality Control Board

January 4, 2018

RECEIVED
JAN 08 2018
YUCAIPA VALLEY
WATER DISTRICT

Mr. Matthew Porras
Yucaipa Valley Water District
12270 Second Street
Yucaipa, California 92399-0730

mporras@yvwd.dst.ca.us

**CLEAN WATER ACT SECTION 401 WATER QUALITY STANDARDS
CERTIFICATION FOR YUCAIPA CREEK GABION REPAIR AND EXTENSION
PROJECT, CITY OF YUCAIPA, SAN BERNARDINO COUNTY (USACE FILE NO.
SPL-2015-00919-GLH) (SARWQCB PROJECT NO. 362017-31)**

Dear Mr. Porras:

On August 22, 2017, we received from Gonzales Environmental Consulting, LLC, on behalf of Yucaipa Valley Water District (Applicant), an application for Clean Water Act section 401 Water Quality Standards Certification (Certification) for a project to repair existing gabion supports of a sanitary sewer pipeline over Yucaipa Creek (Project). The Applicant completed additional information and submitted it to the Santa Ana Regional Water Quality Control Board (Regional Water Board) on September 22, 2017. The Applicant submitted a filing fee of \$920.00 with the Certification application materials, which satisfies the Project fee requirement for consideration of a Certification. This fee amount was determined using the Dredge and Fill Fee Calculator on the State Water Resources Control Board (State Water Board) web site and is based on the iteration of California Code of Regulations, Division 3, Chapter 9, Article 1, section 2200 (a) (3).

This letter responds to your request for Certification that the proposed Project, described in your application and summarized below will comply with State water quality standards outlined in the Water Quality Control Plan for the Santa Ana River Basin (1995) (Basin Plan) and subsequent Basin Plan amendments.

Project Description: In 2016, the Applicant performed emergency repairs to install supports for the pipeline and to reinforce the Yucaipa Creek bank to prevent it from eroding further. This included installing steel columns and cross members in the Creek to brace and hang the pipeline, followed by installing gabions and rip-rap along the base of the banks near the pipeline to

WILLIAM RUH, CHAIR | HOPE A. SMYTHE, EXECUTIVE OFFICER

3737 Main St., Suite 500, Riverside, CA 92501 | www.waterboards.ca.gov/santana

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Mr. Matthew Porras
 Yucaipa Valley Water District
 SARWQCB Project No. 362017-31

- 2 -

January 4, 2018

stop the continuing bank erosion and a row of gabions perpendicular to the channel (buried with the tops of the gabions flush with the flowline of the Creek) to act as a cut-off-wall to help prevent further erosion of the Creek bed.

The current Project consists of adding additional rip-rap around the gabions constructed in the previous emergency project and adding concrete grout to areas under the existing gabions where erosion had undermined them. Additional 60 linear feet of new gabion structure will be installed to prevent erosion to the sanitary sewer support structure.

This Project will take place in the City of Yucaipa, south of Interstate 10 and east of Live Oak Canyon Road, in an un-sectioned area of the San Bernardino Land Grant. The Project is located on of the U.S. Geological Survey *Yucaipa* 7.5-minute topographic quadrangle map (34.012807° N/ -117.082047° W).

Receiving waters: Yucaipa Creek has designated beneficial uses (existing or potential) that include: Municipal and Domestic Supply (MUN), Groundwater Recharge (GWR), Contact Water Recreation (REC1), Non-Contact Water Recreation (REC2), Warm Freshwater Habitat (WARM), and Wildlife Habitat (WILD).

Fill area:

Permanent Impact to Waters of the United States (WOTUS)	0.007 acre	60 linear feet
Temporary Impact to WOTUS	0.024 acre	34 linear feet

Federal permit: U.S. Army Corps of Engineers (USACE) Nationwide Permit No. 13 – Bank Stabilization

You have proposed to mitigate water quality impacts as described in your Certification application. The proposed mitigation is summarized below.

Onsite Water Quality Standards Mitigation Proposed:

- Standard water quality related best management practices (BMPs) will be employed during construction activities.

Mr. Matthew Porras
Yucaipa Valley Water District
SARWQCB Project No. 362017-31

- 3 -

January 4, 2018

Offsite Water Quality Standards Mitigation Proposed:

- The Applicant will mitigate 0.007-acre of permanent impacts through the purchase of 0.014-acre enhancement mitigation credit with Riverside-Corona Resource Conservation District In-Lieu Fee Program.

Should the proposed Project have the potential to impact State- or federally-listed endangered species or their habitat, implementation of measures identified in consultation with U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife (CDFW) will ensure those impacts are mitigated to an acceptable level.

Appropriate BMPs will be implemented to reduce construction-related impacts to waters of the State per the requirements of Regional Water Board Order No. R8-2010-0036 (NPDES Permit No. CAS618036), commonly known as the San Bernardino County Municipal Storm Water Permit, and subsequent iterations thereof. Order No. R8-2010-0036 requires the Applicant substantially comply with the requirements of State Water Board General NPDES Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order Number 2012-0006-DWQ.

Pursuant to the California Environmental Quality Act (CEQA), the Applicant filed a CEQA Guidelines section 15301 "Class 1" Categorical Exemption with the San Bernardino County Clerk/Recorder and the Office of Planning and Research on July 20, 2017, which declares that the proposed Project consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of the existing use. The Regional Water Board has independently considered the Applicant's Categorical Exemption in the issuance of this Certification and finds that no changes or alterations to the proposed Project are necessary to avoid or mitigate impacts to water quality to a less than significant level.

This Certification is contingent upon the execution of the following conditions:

- 1) This Order for Certification will remain valid until the USACE 2017 Nationwide permits expire on March 18, 2022, or through an extended period beyond the expiration date that is authorized in writing by the USACE.
- 2) The Applicant must comply with the requirements of the applicable Clean Water Act section 404 permit.
- 3) The Applicant must ensure that all fees associated with this Project are paid to each respective agency prior to conducting any construction activities at the Project site.
- 4) A copy of this Certification and any subsequent amendments must be maintained onsite for the duration of work as a denoted element of any Project Storm Water Pollution Prevention Plan.

Mr. Matthew Porras
Yucaipa Valley Water District
SARWQCB Project No. 362017-31

- 4 -

January 4, 2018

- 5) Proposed mitigation must be implemented in a timely manner. A copy of the receipt from the transfer of funds to the Riverside-Corona Resource Conservation District In-Lieu Fee Program must be provided to the Regional Water Board prior to the discharge of fill to, or the dredging or excavation of material from, waters of the State of California.
- 6) Prior to construction activities, the Project proponent must delineate the work area with brightly colored fencing or other methods to ensure that both temporary and permanent impacts to WOTUS and waters of the State of California do not exceed the limits authorized in this Certification.
- 7) Effective perimeter control BMPs must be in place at all times to control the discharge of pollutants from the Project site during construction. Construction waste must be contained and protected against wind and exposure to storm water at all times unless being actively handled. Chemical, fuel, and lubricant containers must be kept closed and protected from damage or upset at all times, unless being actively used. Dirt and landscaping material stockpiles must have effective erosion control BMPs in place to prevent their transport in storm water or directly into the channels and may not be located in any WOTUS. Discharges of wastewater from the site are prohibited.
- 8) The Project proponent must utilize BMPs during Project construction to minimize the controllable discharges of sediment and other wastes to drainage systems or other waters of the State and of WOTUS.
- 9) Substances resulting from Project-related activities that could be harmful to aquatic life, including but not limited to petroleum lubricants and fuels, cured and uncured cements, epoxies, paints and other protective coating materials, Portland cement concrete or asphalt concrete, and washings and cuttings thereof, must not be discharged to soils or waters of the State. All waste concrete must be removed from the Project site.
- 10) Motorized equipment must not be maintained or parked within or near any stream crossing, channel, or lake margin in such a manner that petroleum products or other pollutants from the equipment may enter these areas under any flow condition. Vehicles must not be driven, or equipment operated onsite in waters of the State, except as necessary to complete the proposed Project. Equipment must not be operated in areas of flowing water.
- 11) Construction dewatering discharges, including temporary stream diversions necessary to carry out the Project, are subject to regulation by Regional Water Board Order No. R8-2015-0004, General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimis) Threat to Water Quality. For more information, please review Order No. R8-2015-0004 at https://www.waterboards.ca.gov/santaana/board_decisions/adopted_orders/orders/2015_orders.html.

Mr. Matthew Porras
Yucaipa Valley Water District
SARWQCB Project No. 362017-31

- 5 -

January 4, 2018

- 12) This Certification is subject to the acquisition of all local, regional, State, and federal permits and approvals as required by law. Failure to meet any conditions contained herein, or any conditions contained in any other permit or approval for this Project issued by the State of California, or any subdivision thereof, may result in appropriate enforcement action, including revocation of this Certification and imposition of administrative civil or criminal liability.
- 13) The Applicant must ensure written notification to this agency be made prior to conducting any onsite construction activities. Such notifications must be made to Jason Bill at Jason.Bill@waterboards.ca.gov or other Regional Water Board Certification staff.
- 14) The Applicant must submit an Annual Project Status Report each year by January 1. Annual reporting must continue until a Notice of Project Complete Letter is issued to the Applicant. The status report must be sent to Jason Bill at Jason.Bill@waterboards.ca.gov or other Regional Water Board Certification staff.
- 15) When work conducted in accordance with this Certification has been completed, the Applicant must notify Regional Water Board staff, Jason Bill at Jason.Bill@waterboards.ca.gov or other Regional Water Board Certification staff within ten working days. Please cite SARWQCB Project No. 362017-31 as the Project identifier.

Under California Water Code, section 1058, and pursuant to California Code of Regulations, Title 23, Chapter 28, section 3860, the following must be included as Conditions of all Certification actions:

- (a) Every Certification action is subject to modification or revocation upon administrative or judicial review, including review and amendment pursuant to section 13330 of the Water Code and Article 6 (commencing with section 3867) of this Chapter.
- (b) Certification is not intended and shall not be construed to apply to any activity involving a hydroelectric facility and requiring a Federal Energy Regulatory Commission (FERC) license or an amendment to a FERC license unless the pertinent Certification application was filed pursuant to subsection 3855(b) of this Chapter and that application specifically identified that a FERC license or amendment to a FERC license for a hydroelectric facility was being sought.
- (c) Certification is conditioned upon total payment of any fee required under this Chapter and owed by the Applicant.

If the above-stated Conditions are changed, any of the criteria or Conditions as previously described are not met, or new information becomes available that indicates a

Mr. Matthew Porras
Yucaipa Valley Water District
SARWQCB Project No. 362017-31

- 6 -

January 4, 2018

water quality problem, the Regional Water Board may require that the Applicant submit a Report of Waste Discharge and obtain Waste Discharge Requirements.

In the event of any violation or threatened violation of the Conditions of this Certification, the holder of any permit or license subject to this Certification will be subject to any remedies, penalties, process, or sanctions as provided under State law. For purposes of section 401(d) of the Clean Water Act, the applicability of any State law authorizing remedies, penalties, process, or sanctions for the violation or threatened violation constitutes a limitation necessary to assure compliance with the water quality standards and other pertinent requirements incorporated into this Certification. Violations of the Conditions of this Certification may subject the Applicant to civil liability pursuant to Water Code section 13350 and/or section 13385.

This letter constitutes a Water Quality Standards Certification issued pursuant to Clean Water Act section 401. I hereby certify that any discharge from the referenced Project will comply with the applicable provisions of sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards) of the Clean Water Act, and with other applicable requirements of State law.

This discharge is also regulated under State Water Board Order No. 2003-0017-DWQ (Order No. 2003-0017-DWQ), "Statewide General Waste Discharge Requirements for Dredged or Fill Discharges that Have Received State Water Quality Certification," which requires compliance with all Conditions of this Certification. Order No. 2003-0017-DWQ is available at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wgo/wgo2003-0017.pdf.

Should there be any questions, please contact Jason Bill at (951) 782-3295 or Jason.Bill@waterboards.ca.gov, or David Woelfel at (951) 782-7960 or David.Woelfel@waterboards.ca.gov.

Sincerely,


for Hope A. Smythe
Executive Officer

Santa Ana Regional Water Quality Control Board

Mr. Matthew Porras
Yucaipa Valley Water District
SARWQCB Project No. 362017-31

- 7 -

January 4, 2018

cc:

USACE, Los Angeles Office – Daniel Swenson

U.S. Environmental Protection Agency, Region 9 - Wetlands Section – Sam Ziegler

CDFW – Jeff Brandt

State Water Board, Office of Chief Counsel – Teresita Sablan

State Water Board, Division of Water Quality – Water Quality Certification Unit

Gonzales Environmental Consulting, LLC – Teresa Gonzales –

teresa@gonzalesenvironmental.com

Date: March 20, 2018

Prepared By: Mike Kostelecky, Operations Manager

Subject: Authorization of Containment Piping Repairs at the Yucaipa Valley Regional Water Filtration Facility

Recommendation: That the Board ratifies the proposal for containment and process piping repairs at the Yucaipa Valley Regional Water Filtration Facility with W.M. Lyles for a sum not to exceed \$43,600.

During the annual drinking water filtration plant shutdown, the District staff performs routine maintenance and inspection work in preparation for the upcoming summer demands. This year, the District staff identified several piping repairs within the multiple processes that need to be completed before the water filtration facility is restarted.

Staff acquired three proposals for each line item or job, ranging from pipe fitting replacement to pipe replacement.

VENDOR	AMOUNT
W.M. Lyles Co.	\$43,600.00
Pascal and Ludwig Constructors	\$107,560.00
JCS Welding, Inc.	Not to exceed \$115,114.00

W.M Lyles Co. states that some replacement fittings have a 7-10 business day lead time, so work could begin within two weeks once they receive a notice to proceed. The work is expected to be completed in 2-3 weeks.



Expenses associated with these repairs will be charged to GL #5-01-57040 and Lyles DIR #1000001448. The expenses will be reflected in the line item associated with the operating expenses of the Yucaipa Valley Regional Water Filtration Facility.





YVWD - Water Plant Maintenance Work - W.M. Lyles Co.

Page 1 of 2

YVWD - Water Plant Maintenance Work - W.M. Lyles Co.

Matt Cain [mcain@wmlylesco.com]

Sent: Wednesday, March 14, 2018 5:10 PM

To: Mike Kostecky; Timothy Mackamul

Cc: David O'Dear [dodear@wmlylesco.com]; Pat Saleen [psaleen@wmlylesco.com]; Juan Ahumada [jahumada@wmlylesco.com]

Attachments: WML - Work Authorization a~1.doc (946 KB) ; YVWD Maintenance Work - Sc~1.pdf (67 KB)

Michael, Tim:

Dave O'Dear is out of town the early part of this week and he has relayed the information about the maintenance type work you need done at the YVWD Water plant. We have reviewed the scope and have come up with the following price to complete the work:

\$43,600.00

Scope:

- All work per attached YVWD Scope of Work and notes

Exclusions:

Electrical.

Painting & Coating.

Third Party Testing

Pipe Labeling

New Valves, YVWD to supply all new valves.

New Pipe Supports

Chemical Handling, all lines to be flushed by YVWD.

Permits and fees.

I have also attached a sample agreement that we would suggest using if WML is chosen to complete the work. The secondary containment pipe and fittings have a 7-10 business day lead time, so we could begin work within 2 weeks of notice to proceed and we should complete the work in 2-3 weeks. We appreciate the opportunity to provide you a price and please let us know if you have any questions.

Thanks,

Matt Cain, P.E.

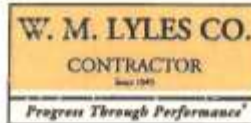
Chief Estimator

W.M. Lyles Co. • Southern District

42142 Roick Drive • Temecula • CA 92590

(951) 973-7393 Office • (951) 698-3031 Fax

WML Job No. @-@-@-@



WORK AUTHORIZATION and AGREEMENT

This Work Authorization and Agreement is made this @@ day of @@@@, 20@@ between @@@@ (Owner) and W.M. Lyles Co. (Contractor). The scope of work described below shall be performed in accordance with this agreement and with all available plans and specifications provided to Contractor at the time and date of this authorization under direction of the Owner.

SECTION 1. SCOPE. Contractor agrees to comply with State and Federal Laws, provide a safe workplace and is hereby authorized to perform the following scope of work: @@@@ per attached proposal dated @@@@ and performed as directed by Owner.

SECTION 2. PRICE AND PAYMENT. Owner agrees to pay Contractor for the completed scope of work in the sum of: @@@@ (\$ @@@@), subject to adjustments for changes in the work as may be directed in writing by the Owner. Full Payment shall be made no later than thirty (30) days after satisfactory completion of the work in a lump sum payment payable of the labor, material and equipment, which have been incorporated into the work. Contractor agrees to furnish if required in writing by Owner, payroll affidavits, receipts, vouchers and conditional releases of claims for labor and material as necessary.

SECTION 3. INSURANCE. Contractor shall, at its expense, procure and maintain insurance on all of its operations in the following coverages: (a.) Worker's Compensation Insurance as required by applicable law; (b.) General Liability Insurance covering all operations: \$2,000,000 (occ) and \$4,000,000 (agg); (c.) Automobile Liability Insurance: \$2,000,000 including coverage for all owned, hired and non-owned automobiles. Any other insurance coverage and/or amounts above those listed may be at an additional cost to the Owner.

SECTION 4. LABOR. Contractor shall maintain all labor policies in conformity with its existing Labor Agreements.

SECTION 5. INDEMNIFICATION. Contractor shall indemnify the Owner to the fullest extent permitted by Law for claims arising out of Contractor's operations performed under this Agreement. Such indemnification shall not extend to any claims arising from the active negligence, sole negligence, or willful misconduct of Owner including its agents and employees, or the designs provided by such parties.

SECTION 6. DISPUTE RESOLUTION Any and all claims, controversies or disputes arising out of or relating to this agreement which remain unresolved after good-faith and direct negotiations between parties, shall first be submitted to confidential mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If any issues, claims or disputes remain unresolved after mediation concludes, the parties agree to submit any such issues within forty-five (45) days following mediation to binding arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association (AAA), or Judicial Arbitration and Mediation Service, Inc. (JAMS) then in effect.

SECTION 7. UNFORESEEN CONDITIONS. If unknown conditions, including hazardous material, utilities or structures are encountered, Contractor will cease all operations and Owner will determine the nature and extent of such conditions, and will recommend the nature and extent of remediation. Any unknown conditions, utilities or structures that are encountered shall be considered as extra work for Contractor.

SECTION 8. WARRANTY. Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects for a period of one (1) year from the date of W.M. Lyles Co.'s scope of work completion.

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, CA 95826.

Contractor is hereby authorized to perform the above scope of work starting on: @@@@

Dated: _____ Dated: _____

@@@@ W.M. LYLES CO.

By _____ By _____



Date: March 20, 2018

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

Subject: Presentation of the Unaudited Financial Report for the Period Ending on February 28, 2018

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

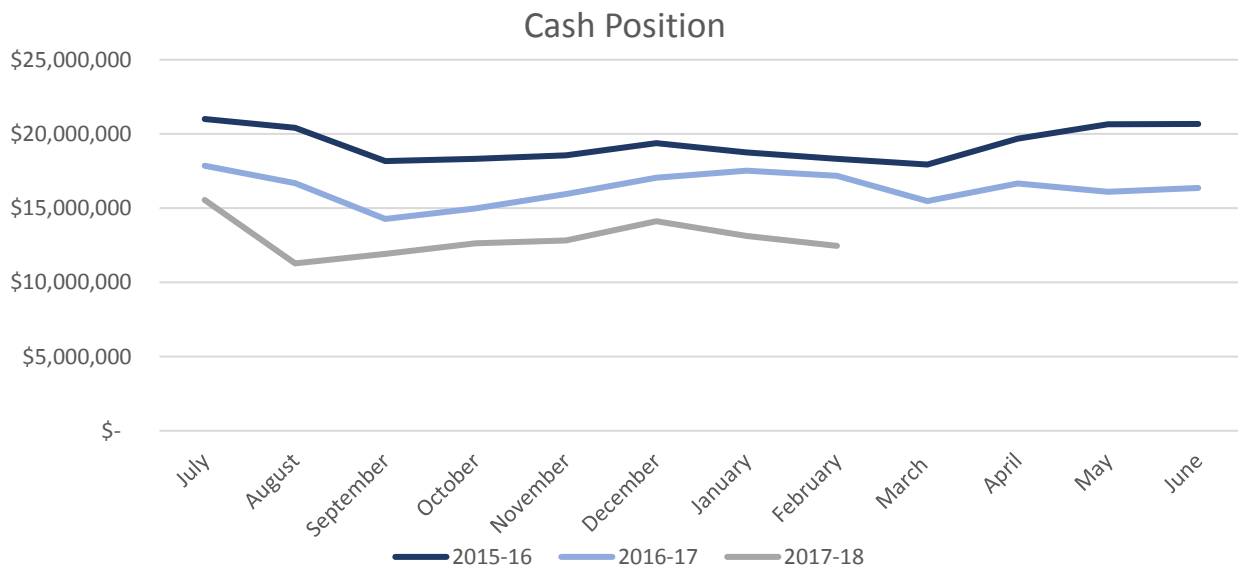
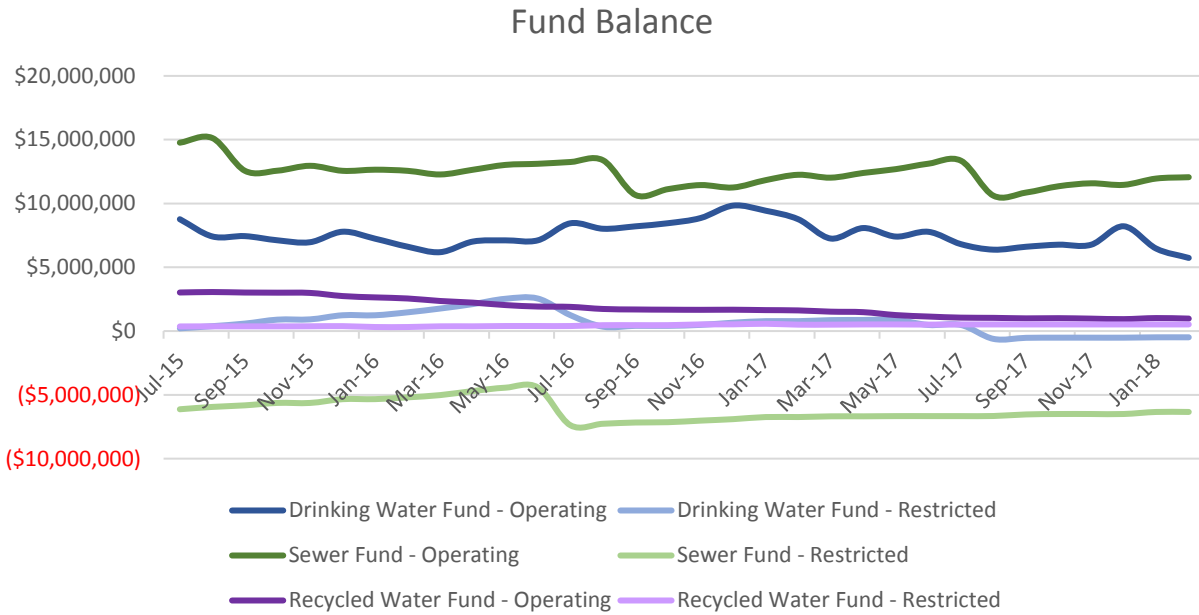
The following unaudited financial report has been prepared by the Administrative Department for your review. The report has been divided into five sections to clearly disseminate information pertaining to the financial status of the District. Please remember that the following financial information has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

Cash Fund Balance and Cash Flow Reports

[Detailed information can be found on page 7 to 8 of 24]

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

Fund Source	Operating Funds	Restricted Funds	Total Funds
Water Division	\$ 5,733,551.23	\$ (489,303.00)	\$ 5,244,248.23
Sewer Division	\$ 12,058,855.90	\$ (6,340,176.61)	\$ 5,718,679.29
Recycled Water Division	\$ 979,050.18	\$ 519,371.76	\$ 1,498,421.94
Total	\$ 18,771,457.31	\$ (6,310,107.85)	\$ 12,461,349.46



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

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

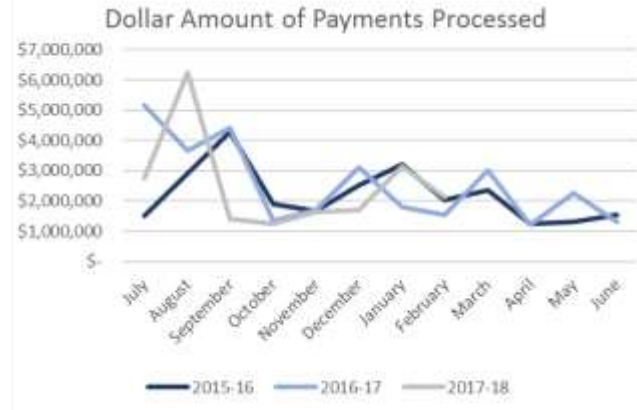
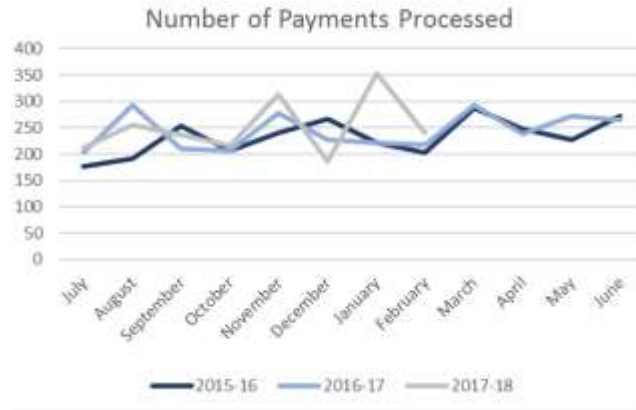
Cash Disbursement Report

[Detailed information can be found on pages 9 to 13 of 24]

The cash disbursement report lists each check and electronic payment processed during the month of February 2018. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director, but may be

signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

	Number Processed	Amount Processed
Checks	229	\$ 1,849,776.27
Electronic Payments	11	\$ 289,377.72
Total	240	\$ 2,139,153.99



Financial Account Information

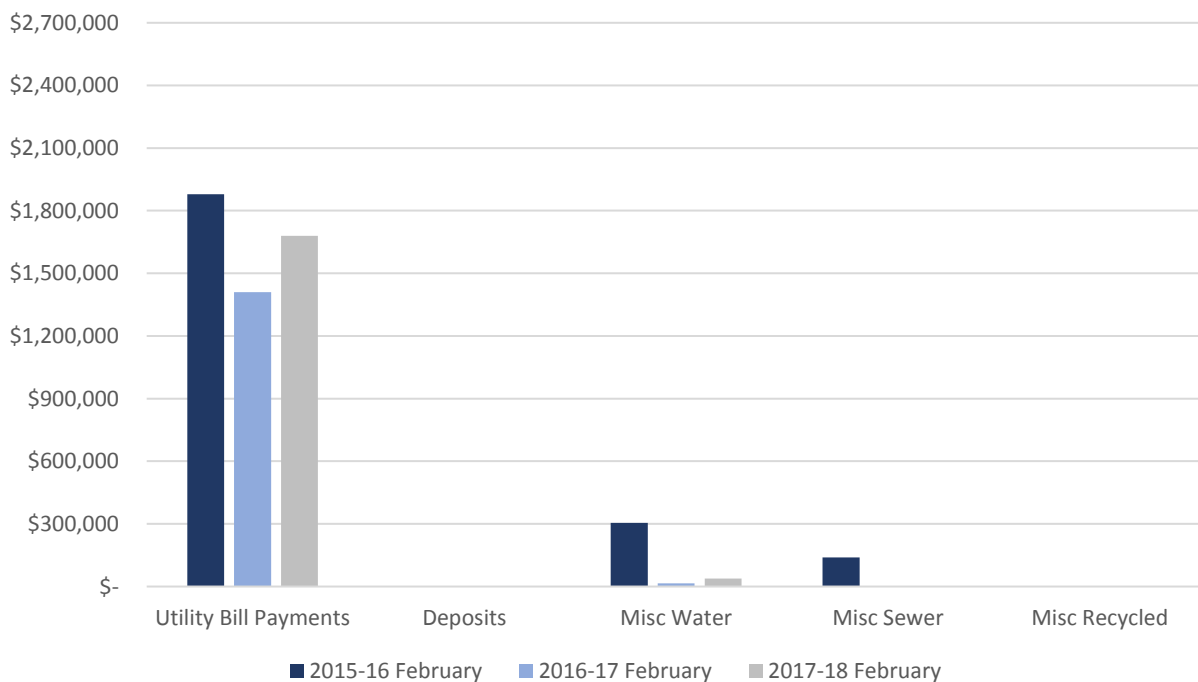
The District currently deposits all revenue received into the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills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

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

Monthly Revenue Allocation:

Funding Source	Total
Utility Bill Payments	\$ 1,678,979.09
Deposits	\$ 120.00
Misc. Water Related Activities	\$ 38,421.81
Misc. Sewer Related Activities	\$ 63.55
Misc. Recycled Related Activities	\$ 11.81
Total	\$ 1,717,596.26

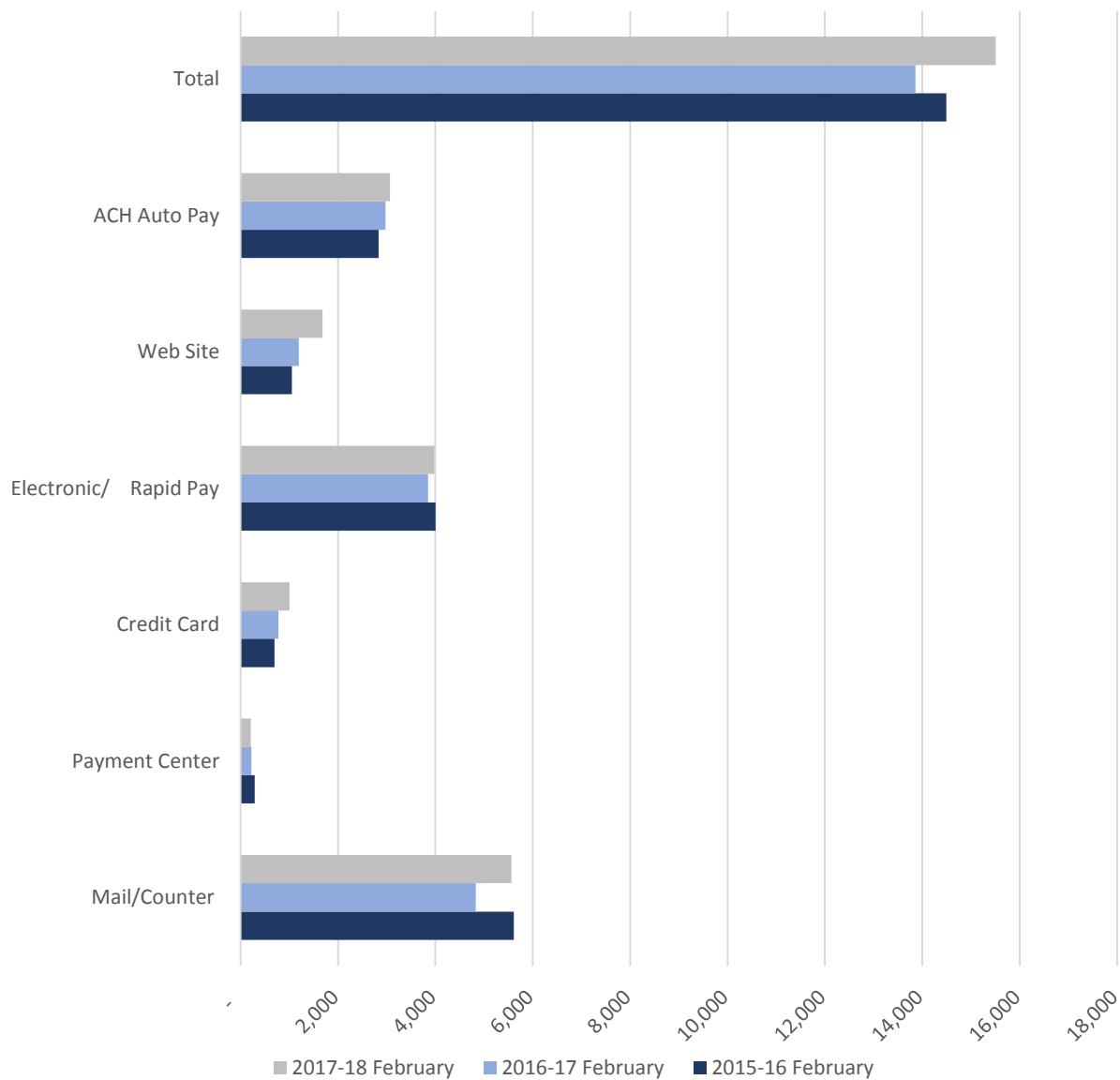
Monthly Revenue Allocation



Summary of Utility Bill Payments:

Payment Method	Number of Payments	% of Total Received
Mail/Counter	5,563	35.87%
Payment Center	211	1.36%
Credit Card	1,002	6.46%
Electronic Rapid Pay	3,980	25.66%
Web Site	1,684	10.86%
ACH Auto Pay	3,068	19.78%
Total	15,508	100.00%

Type of Payments

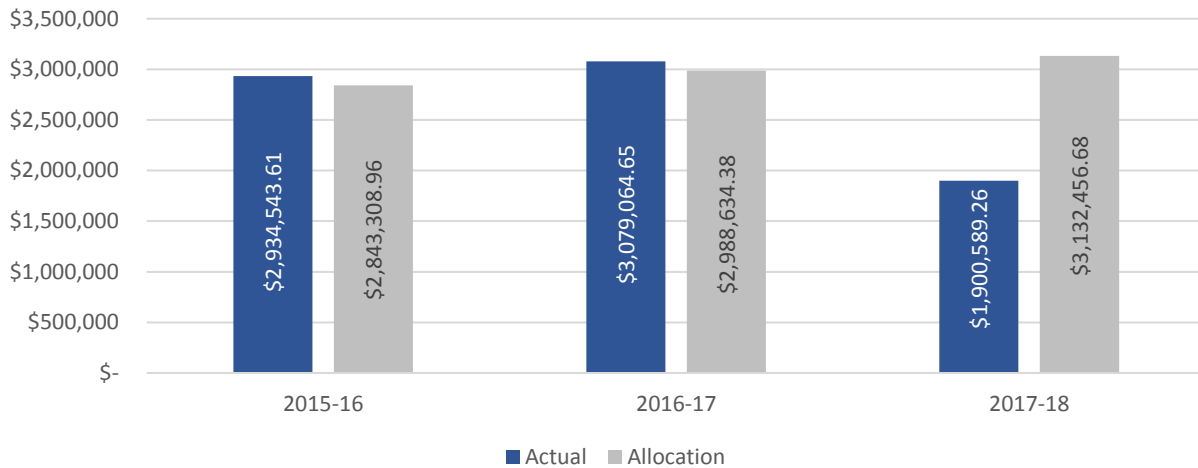


Summary of Property Tax Revenue:

Current Month	Year-to-Date	Allocation Amount*	Percentage
Property Taxes	\$1,900,589.26	\$ 3,132,456.68	60.67%

**As of March 2018, the “budgeted amount” has been changed to “allocation amount” as we now have the data from both San Bernardino and Riverside Counties. The allocation is \$84,456.68 more than the budgeted amount.*

Property Taxes - Actual vs. Allocation



Investment Summary

[Detailed information can be found on pages 14 to 15 of 24]

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

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

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

Fiscal Year 2017-18 Detail Budget Status

[Detailed information can be found on pages 16 to 24 of 24]

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

Questions or Comments

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

Summary of Revenue Budget				
As of February 28, 2018 (56% of Budget Cycle)				
Division	Current Month	Year-to-Date	Budget Amount	Percentage
Water	\$ 654,789	\$ 8,134,313	\$ 13,924,171	58.42%
Sewer	\$ 951,517	\$ 7,312,691	\$ 12,132,940	60.27%
Recycled Water	\$ 22,318	\$ 505,266	\$ 810,795	62.32%
District Revenue	\$ 1,628,624	\$ 15,952,270	\$ 26,867,906	59.37%

Summary of Water Budget vs. Expenses				
As of February 28, 2018 (56% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Water Resources	\$ 317,266	\$ 3,695,333	\$ 4,902,900	75.37%
Public Works	\$ 159,045	\$ 1,598,455	\$ 3,044,488	52.50%
Administration	\$ 274,125	\$ 2,437,735	\$ 3,681,118	66.22%
Long Term Debt	\$ 603,806	\$ 2,293,913	\$ 2,295,665	99.92%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 1,354,242	\$ 10,025,436	\$ 13,924,171	72.00%

Summary of Sewer Budget vs. Expenses				
As of February 28, 2018 (56% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Treatment	\$ 292,639	\$ 2,676,511	\$ 3,631,043	73.71%
Administration	\$ 216,163	\$ 2,052,272	\$ 3,376,153	60.79%
Environmental Control	\$ 53,152	\$ 621,084	\$ 1,256,463	49.43%
Long Term Debt	\$ -	\$ 3,572,942	\$ 3,869,281	92.34%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 561,954	\$ 8,922,809	\$ 12,132,940	73.54%

Summary of Recycled Water Budget vs. Expenses				
As of February 28, 2018 (56% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Administration	\$ 55,729	\$ 604,570	\$ 810,795	74.57%
TOTAL	\$ 55,729	\$ 604,570	\$ 810,795	74.57%

District Expenses	\$ 1,971,925	\$ 19,552,815	\$ 26,867,906	72.77%
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Note: Budget amounts for certain categories were updated in November as a result of the budget adjustments that were approved by the Board on November 21, 2017.

Cash Fund Balance Report - February 2018

Water Division		GL#	Balance
Restricted	*ID 1 Construction Funds	02-10216	\$ 293,145.85
	*ID 2 Construction Funds	02-10217	\$ 80,409.31
	*FCC - Debt Service YVRWFF Phase I	02-10401	\$ (3,570,142.64)
	*FCC - Future YVRWFF Phase II & III	02-10403	\$ 421,202.32
	*FCC - Recycled System	02-10410	\$ (862,364.41)
	*FCC - Booster Pumping Plants	02-10411	\$ 691,764.33
	*FCC - Pipeline Facilities	02-10412	\$ 145,149.96
	*FCC - Water Storage Reservoirs	02-10413	\$ 2,311,532.28
Operating	Depreciation Reserves	02-10310	\$ 579,427.16
	Infrastructure Reserves	02-10311	\$ 3,589,393.00
	Sustainability Fund	02-10313	\$ 85,777.96
	Rate Stabilization Fund	02-10314	\$ 500,209.14
	Imported Water Fund - MUNI	02-10315	\$ 295,579.02
	Imported Water Fund - SGPWA	02-10316	\$ 720,300.25
	Operating Funds:		\$ (37,135.30)
	Total Water Division		

Sewer Division		GL#	Balance
Restricted	*SRF Reserve Fund - Brineline	03-10218	\$ 637,449.00
	*SRF Reserve Fund - WISE	03-10219	\$ 184,928.00
	*SRF Reserve Fund - R 10.3	03-10220	\$ 51,531.00
	*SRF Reserve Fund - Crow St	03-10221	\$ 19,255.00
	*FCC - Debt Service WWTP Expansion & Upgrade	03-10405	\$ 1,809,115.49
	*FCC - Future WWTP Expansion	03-10407	\$ 1,410,130.63
	*FCC - Sewer Interceptors	03-10415	\$ (800,781.71)
	*FCC - Lift Stations	03-10416	\$ 347,723.76
	*FCC - Effluent Disposal Facilities	03-10417	\$ (1,607,390.06)
	*FCC - Salt Mitigation Facilities	03-10418	\$ (8,392,137.72)
Operating	Project Fund - Encumbered	03-10215	\$ 276,000.00
	Depreciation Reserves	03-10310	\$ 3,666,698.89
	Infrastructure Reserves	03-10311	\$ 5,152,980.00
	Rate Stabilization Fund	03-10314	\$ 1,464,394.90
	Operating Funds:		\$ 1,498,782.11
Total Wastewater Division			\$ 5,718,679.29

Recycled Water Division		GL#	Balance
Restricted	*FCC - Recycled System	04-10410	\$ 64,882.79
	*FCC - Booster Pumping Plants	04-10411	\$ 1,532.04
	*FCC - Pipeline Facilities	04-10412	\$ 222,369.18
	*FCC - Water Storage Reservoirs	04-10413	\$ 230,587.75
Operating	Project Fund - Encumbered	04-10215	\$ -
	Depreciation Reserves	04-10310	\$ 41,670.84
	Infrastructure Reserves	04-10311	\$ 269,172.31
	Operating Funds:		\$ 668,207.03
Total Recycled Water Division			\$ 1,498,421.94

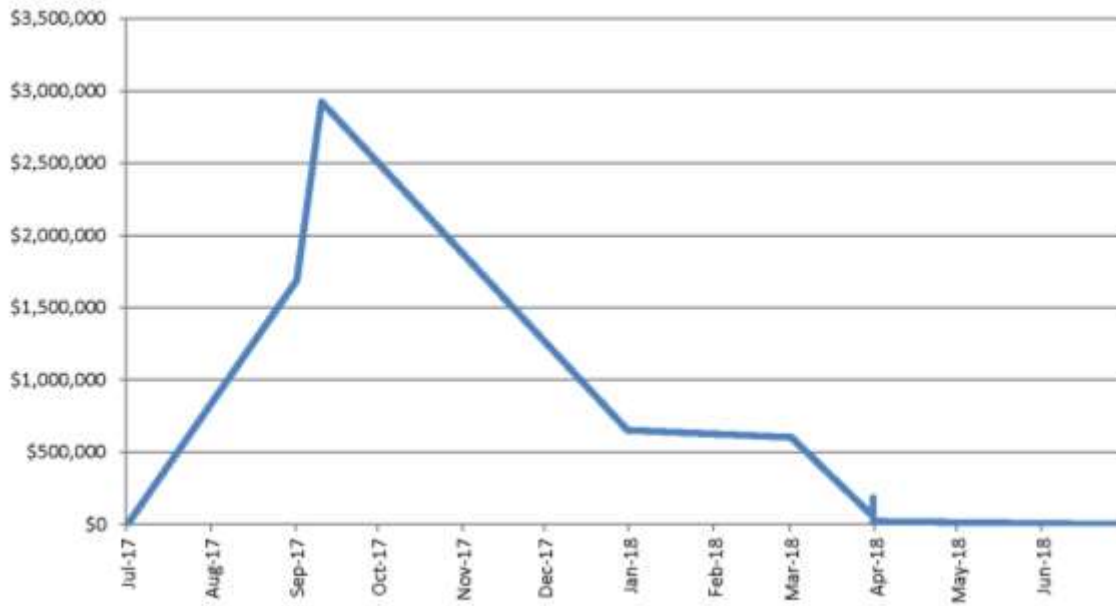
DISTRICT TOTAL \$ 12,461,349.46

*=Restricted Funds

Cash Flow Report for Fiscal Year 2017-18

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

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



Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
2/2/2018	31002	PAYROLL CHECK	\$ 2,166.85
2/2/2018	31003	WageWorks, Inc.	\$ 1,483.43
2/2/2018	31004	IBEW Local 1436	\$ 532.00
2/2/2018	31005	California State Disbursement	\$ 115.38
2/2/2018	31006	California State Disbursement	\$ 397.38
2/2/2018	31007	Department of the Treasury - I	\$ 175.00
2/5/2018	31008	Atkinson, Andelson, Loya, Ruud	\$ 10,307.42
2/5/2018	31009	MILLER, DENNIS L	\$ 823.87
2/5/2018	31010	Atkinson, Andelson, Loya, Ruud	\$ 2,442.78
2/5/2018	31011	Luis Crespo	\$ 165.00
2/5/2018	31012	Luke's Transmission Inc.	\$ 166.45
2/5/2018	31013	All American Sewer Tools	\$ 3,491.00
2/5/2018	31014	Ameripride Uniform Services	\$ 627.26
2/5/2018	31015	Aqua-Metric Sales Company	\$ 36,550.50
2/5/2018	31016	BSK Associates	\$ 1,245.00
2/5/2018	31017	Burgeson's Heating & Air Cond.	\$ 444.00
2/5/2018	31018	Miriam Avalos	\$ 150.00
2/5/2018	31019	Corelogic, Inc.	\$ 330.00
2/5/2018	31020	Coverall North America, Inc.	\$ 1,021.00
2/5/2018	31021	Crown Ace Hardware - Yucaipa	\$ 890.09
2/5/2018	31022	First American Data Tree, LLC	\$ 50.00
2/5/2018	31023	Evoqua Water Technologies LLC	\$ 1,102.10
2/5/2018	31024	Frontier Communications	\$ 149.05
2/5/2018	31025	G&G Environmental Compliance, I	\$ 4,440.73
2/5/2018	31026	Gonzales Environmental Consult	\$ 10,000.00
2/5/2018	31027	House Of Quality, Parts Plus	\$ 1,977.63
2/5/2018	31028	InfoSend, Inc.	\$ 1,441.75
2/5/2018	31029	Raiset R. Santana and Adriana	\$ 146.25
2/5/2018	31030	Krieger & Stewart	\$ 74,284.40
2/5/2018	31031	Nagem, Inc.	\$ 689.84
2/5/2018	31032	National Business Furniture LL	\$ 5,778.55
2/5/2018	31033	NetComp Technologies, Inc.	\$ 2,718.86
2/5/2018	31034	Pacific Coast Landscape & Desi	\$ 5,700.00
2/5/2018	31035	Pro-Pipe & Supply, Inc.	\$ 94.47
2/5/2018	31036	SCCI, Inc.	\$ 350.00
2/5/2018	31037	San Bernardino County Dept of	\$ 28,602.00
2/5/2018	31038	SB CNTY-Fire Hazard Abatement	\$ 100.00
2/5/2018	31039	San Bdn. Valley Muni. Water D	\$ 83,581.66
2/5/2018	31040	Association of San Bernardino	\$ 175.00
2/5/2018	31041	Spectrum Business	\$ 1,834.00
2/5/2018	31042	Stark-Edge Custom Curbing	\$ 350.00
2/5/2018	31043	Superior Tank Co., Inc.	\$ 3,900.00
2/5/2018	31044	The Gas Company	\$ 218.34
2/5/2018	31045	UPS Store#1504/ Mail Boxes Etc	\$ 208.00
2/5/2018	31046	Kenneth Carnes	\$ 2,786.60
2/5/2018	31047	Backflow Apparatus & Valve Co.	\$ 106.80
2/5/2018	31048	Brenntag Pacific, Inc	\$ 32,040.91
2/5/2018	31049	Cemex Inc. USA	\$ 1,414.98
2/5/2018	31050	Grainger	\$ 142.13
2/5/2018	31051	Harrington Ind. Plastic, LLC	\$ 1,236.56
2/5/2018	31052	Hasa, Inc.	\$ 3,551.23
2/5/2018	31053	Hemet Valley Tool Inc.	\$ 394.49

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
2/5/2018	31054	Inland Water Works Supply Co.	\$ 4,880.07
2/5/2018	31055	Nuckles Oil Company, Inc.	\$ 3,087.53
2/5/2018	31056	Astra Associates Inc.	\$ 846.95
2/5/2018	31057	Nalco Company	\$ 5,164.50
2/5/2018	31058	NCL Of Wisconsin Inc	\$ 1,085.46
2/5/2018	31059	Pall Corporation	\$ 150.00
2/5/2018	31060	Polydyne Inc.	\$ 2,949.12
2/5/2018	31061	Quinn Company	\$ 199.82
2/5/2018	31062	Safety Kleen Systems, Inc.	\$ 952.23
2/5/2018	31063	US Bank	\$ 9,655.67
2/5/2018	31064	Jennifer Ares	\$ 44.31
2/5/2018	31065	Ryan Janisch	\$ 35.00
2/5/2018	31066	Standard Insurance Company	\$ 1,988.04
2/5/2018	31067	US Healthworks Medical Group,	\$ 608.09
2/5/2018	31068	Workboot Warehouse	\$ 356.59
2/5/2018	31069	Berkshire Hathaway Homestate C	\$ 11,243.89
2/5/2018	31070	Standard Insurance Vision Plan	\$ 676.60
2/5/2018	31071	MetLife Small Business Center	\$ 78.03
2/5/2018	31072	Ashley Gibson	\$ 131.84
2/5/2018	31073	Boot Barn Inc.	\$ 167.39
2/5/2018	31074	Blue Shield of California	\$ 1,817.80
2/5/2018	31075	Nippon Life Insurance Co. of A	\$ 2,203.79
2/12/2018	31076	PALOMAREZ, GUILLERMO	\$ 23.86
2/12/2018	31077	Grainger	\$ 241.86
2/12/2018	31078	AmeriGas Propane LP	\$ 160.55
2/12/2018	31079	Ameripride Uniform Services	\$ 633.34
2/12/2018	31080	Aqua-Metric Sales Company	\$ 2,785.34
2/12/2018	31081	Bernell Hydraulics, Inc.	\$ 424.80
2/12/2018	31082	BSK Associates	\$ 250.00
2/12/2018	31083	Cal's Towing	\$ 85.00
2/12/2018	31084	Cal-Mesa Steel Supply, Inc.	\$ 113.78
2/12/2018	31085	Cliff's Pest Control, Inc.	\$ 115.00
2/12/2018	31086	Jan Brinkman Jr.	\$ 65.00
2/12/2018	31087	Daily Journal Corporation	\$ 721.60
2/12/2018	31088	Eco Pro Environmental Services	\$ 85.00
2/12/2018	31089	Evoqua Water Technologies LLC	\$ 1,932.41
2/12/2018	31090	Fedex	\$ 113.85
2/12/2018	31091	InfoSend, Inc.	\$ 3,400.42
2/12/2018	31092	Konica Minolta Business Soluti	\$ 1,037.67
2/12/2018	31093	Lawyers Title	\$ 900.00
2/12/2018	31094	Merlin Johnson Construction, In	\$ 150.00
2/12/2018	31095	Nagem, Inc.	\$ 746.83
2/12/2018	31096	Q Versa, LLC	\$ 54,191.42
2/12/2018	31097	Red Alert Special CourieVOIDED	\$ 344.25
2/12/2018	31098	San Bernardino County Dept of	\$ 2,256.00
2/12/2018	31099	SB CNTY-Fire Hazard Abatement	\$ 656.00
2/12/2018	31100	Underground Service Alert Of S	\$ 361.45
2/12/2018	31101	Wateruse Association	\$ 1,605.00
2/12/2018	31102	Wells Fargo Bank-Corporate Tru	\$ 603,548.00
2/12/2018	31103	News Mirror Publishing, Inc.	\$ 300.00
2/12/2018	31104	Yucaipa Valley Water District	\$ 6,928.39
2/12/2018	31105	Luke's Transmission Inc.	\$ 634.49

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
2/12/2018	31106	Brenntag Pacific, Inc	\$ 7,881.19
2/12/2018	31107	Hach Company	\$ 1,007.21
2/12/2018	31108	Inland Water Works Supply Co.	\$ 6,184.96
2/12/2018	31109	Nuckles Oil Company, Inc.	\$ 2,871.82
2/12/2018	31110	NCL Of Wisconsin Inc	\$ 1,286.66
2/12/2018	31111	Tom Ponton Industries, Inc.	\$ 1,677.38
2/12/2018	31112	SF CC Intermediate Holdings In	\$ 79.99
2/12/2018	31113	Star Fleet Filtration, Inc.	\$ 391.76
2/12/2018	31114	Steven Enterprises, Inc	\$ 61.96
2/12/2018	31115	Uline, Inc.	\$ 1,744.46
2/12/2018	31116	Calmat Company	\$ 5,070.01
2/12/2018	31117	YRC, Inc.	\$ 267.87
2/12/2018	31118	CWEA-TCP (OAKPORT ST.)	\$ 350.00
2/16/2018	31119	PAYROLL CHECK	\$ 2,166.86
2/16/2018	31120	PAYROLL CHECK	\$ 431.40
2/16/2018	31121	Association of San Bernardino	\$ 135.00
2/16/2018	31122	WageWorks, Inc.	\$ 1,483.43
2/16/2018	31123	California State Disbursement	\$ 115.38
2/16/2018	31124	California State Disbursement	\$ 397.38
2/16/2018	31125	Department of the Treasury - I	\$ 175.00
2/20/2018	31126	State Water Resources Control	\$ 60.00
2/20/2018	31127	CWEA-TCP (OAKPORT ST.)	\$ 265.00
2/20/2018	31128	Dhaval Kothari	\$ 351.65
2/20/2018	31129	JAMES, DEDA	\$ 37.61
2/20/2018	31130	FIELD, BEVERLY & JOH	\$ 18.25
2/20/2018	31131	NIZINSKI, BERNARD	\$ 117.24
2/20/2018	31132	MILLER, ANDREW	\$ 83.58
2/20/2018	31133	Delta Partners, LLC	\$ 7,500.00
2/20/2018	31134	Dudek & Associates, Inc	\$ 34,343.00
2/20/2018	31135	HDR Engineering, Inc.	\$ 5,873.10
2/20/2018	31136	One Stop Landscape Supply Inc	\$ 23,244.50
2/20/2018	31137	Platinum Advisors, LLC	\$ 5,000.00
2/20/2018	31138	RMC Water and Environment	\$ 1,764.00
2/20/2018	31139	San Bdn. Valley Muni. Water D	\$ 22,314.00
2/20/2018	31140	Scinor Water America, LLC	\$ 157,042.29
2/20/2018	31141	David L. Wysocki	\$ 2,737.50
2/20/2018	31142	Matthew M. Barlow	\$ 789.49
2/20/2018	31143	Ameripride Uniform Services	\$ 610.10
2/20/2018	31144	AT&T Mobility	\$ 1,504.31
2/20/2018	31145	John F. Simister	\$ 973.19
2/20/2018	31146	Best Home Center	\$ 31.14
2/20/2018	31147	Clinical Laboratory of San Ber	\$ 12,047.50
2/20/2018	31148	Victor James Valenti	\$ 4,334.48
2/20/2018	31149	Evoqua Water Technologies LLC	\$ 257.59
2/20/2018	31150	Gerold Construction Inc.	\$ 45,114.00
2/20/2018	31151	Nicholas C. Hendrickson	\$ 75.99
2/20/2018	31152	Nagem, Inc.	\$ 935.00
2/20/2018	31153	Red Alert Special Couriers	\$ 344.26
2/20/2018	31154	San Gorgonio Pass Water Agency	\$ 12,693.72
2/20/2018	31155	Separation Processes, Inc.	\$ 5,992.25
2/20/2018	31156	Spectrum Business	\$ 2,649.00
2/20/2018	31157	The Counseling Team Internatio	\$ 240.00

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
2/20/2018	31158	Yucaipa Disposal, Inc.	\$ 1,480.65
2/20/2018	31159	Alfa Laval Inc.	\$ 8,081.25
2/20/2018	31160	California Water Technologies,	\$ 4,023.86
2/20/2018	31161	Dinosaur Tire Inc.	\$ 1,028.11
2/20/2018	31162	Grainger	\$ 1,168.85
2/20/2018	31163	Haaker Equipment Company	\$ 108.29
2/20/2018	31164	Industrial Safety Supply Corp	\$ 140.40
2/20/2018	31165	Inland Water Works Supply Co.	\$ 492.48
2/20/2018	31166	Office Solutions Business Prod	\$ 104.68
2/20/2018	31167	Patton Sales Corporation	\$ 738.09
2/20/2018	31168	Sinclair Rock and Sand Inc.	\$ 4,800.00
2/20/2018	31169	Steven Enterprises, Inc	\$ 2,863.77
2/20/2018	31170	Uline, Inc.	\$ 1,237.42
2/20/2018	31171	Kristen Frankforter	\$ 180.93
2/20/2018	31172	WageWorks, Inc.	\$ 207.50
2/20/2018	31173	Ashley Gibson	\$ 66.49
2/26/2018	31174	Atkinson, Andelson, Loya, Ruud	\$ 11,741.98
2/26/2018	31175	Peggy Little	\$ 70.32
2/26/2018	31176	Allison Edmisten	\$ 34.16
2/26/2018	31177	HOMES, INVITATION	\$ 172.40
2/26/2018	31178	TREJO-GARCIA, LINDA	\$ 650.00
2/26/2018	31179	ADS, LLC	\$ 4,275.00
2/26/2018	31180	Luke's Transmission Inc.	\$ 15.00
2/26/2018	31181	Ameripride Uniform Services	\$ 662.44
2/26/2018	31182	John F. Simister	\$ 418.10
2/26/2018	31183	Bear Valley Mutual Water Compa	\$ 2,646.00
2/26/2018	31184	Burgeson's Heating & Air Cond.	\$ 33,950.00
2/26/2018	31185	CA State Dept of Parks & Recre	\$ 2,000.00
2/26/2018	31186	Randall L. and Leann L. Miller	\$ 700.00
2/26/2018	31187	Central Communications	\$ 122.86
2/26/2018	31188	Fedex	\$ 21.08
2/26/2018	31189	Frontier Communications	\$ 150.35
2/26/2018	31190	Incode Division-Tyler Technolo	\$ 2,762.44
2/26/2018	31191	InfoSend, Inc.	\$ 5,254.17
2/26/2018	31192	Nagem, Inc.	\$ 986.27
2/26/2018	31193	NetComp Technologies, Inc.	\$ 2,550.00
2/26/2018	31194	Pacific Coast Landscape & Desi	\$ 17,305.00
2/26/2018	31195	Pro-Pipe & Supply, Inc.	\$ 25.98
2/26/2018	31196	DMJ and Associates, Inc.	\$ 186.41
2/26/2018	31197	SCE Rosemead	\$ 163,817.34
2/26/2018	31198	Spectrum Business	\$ 1,834.00
2/26/2018	31199	U.S. Telepacific Corp	\$ 2,449.26
2/26/2018	31200	Vortex Industries. Inc.	\$ 1,196.50
2/26/2018	31201	Wells Fargo Bank-Corporate Tru	\$ 5,000.00
2/26/2018	31202	William Lyon Homes, Inc	\$ 21,858.99
2/26/2018	31203	Airgas, Inc.	\$ 84.76
2/26/2018	31204	All American Sewer Tools	\$ 766.12
2/26/2018	31205	Aqua-Metric Sales Company	\$ 2,317.95
2/26/2018	31206	Brenntag Pacific, Inc	\$ 21,617.35
2/26/2018	31207	Mar-Lyn Builders, Inc.	\$ 1,047.07
2/26/2018	31208	JW D'Angelo Co.	\$ 2,852.57
2/26/2018	31209	Fresno Oxygen	\$ 636.19

Checks and Electronic Payments - February 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
2/26/2018	31210	Grainger	\$ 216.70
2/26/2018	31211	Graybar Electric Co., Inc.	\$ 62.81
2/26/2018	31212	Haaker Equipment Company	\$ 1,659.68
2/26/2018	31213	Hasa, Inc.	\$ 7,330.39
2/26/2018	31214	Myers & Sons Hi-Way Safety Inc	\$ 794.12
2/26/2018	31215	Home Depot U.S.A. Inc	\$ 9,156.67
2/26/2018	31216	Industrial Safety Supply Corp	\$ 792.35
2/26/2018	31217	Inland Water Works Supply Co.	\$ 11,632.38
2/26/2018	31218	Nicholas C. Hendrickson	\$ 422.14
2/26/2018	31219	Nuckles Oil Company, Inc.	\$ 2,074.48
2/26/2018	31220	Nalco Company	\$ 5,164.50
2/26/2018	31221	BlueTarp Financial, Inc.	\$ 426.88
2/26/2018	31222	Office Solutions Business Prod	\$ 150.40
2/26/2018	31223	Polydyne Inc.	\$ 2,949.12
2/26/2018	31224	Tom Ponton Industries, Inc.	\$ 11,445.21
2/26/2018	31225	R & R Anderson Trucking	\$ 1,021.07
2/26/2018	31226	Donald Kent Stone	\$ 540.00
2/26/2018	31227	Calmat Company	\$ 5,255.53
2/26/2018	31228	NEIGHBORHOOD PTSHP H	\$ 432.78
2/2/2018	31229	PAYROLL CHECK - VOID	\$ -
2/2/2018	31230	PAYROLL CHECK - VOID	\$ -
			\$ 1,849,776.27
2/2/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 51,292.65
2/2/2018	electronic pmt	CA-EDD	\$ 9,512.35
2/2/2018	electronic pmt	VOYA-457	\$ 5,516.63
2/2/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 19,256.76
2/2/2018	electronic pmt	Public Employees' Retirement S	\$ 23,382.88
2/16/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 48,598.65
2/16/2018	electronic pmt	CA-EDD	\$ 8,357.57
2/16/2018	electronic pmt	VOYA-457	\$ 7,009.63
2/16/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 21,157.68
2/16/2018	electronic pmt	Public Employees' Retirement S	\$ 22,847.81
2/20/2018	electronic pmt	CalPERS - HEALTH	\$ 72,445.11
			\$ 289,377.72

Investment Summary - February 2018

U.S. TREASURIES

Quantity	Description	Cusip	Maturity Date	Yield	Cost of Purchase	Market Value
500,000	US Treasury Bill	912796PQ6	July 12, 2018	0.330%	\$ 496,612.76	\$ 506,650.13
Total Values					\$ 496,612.76	\$ 506,650.13

Money Market Account Activity-Beginning Balance	\$ 506,866.56
7/31/17 - Bond Interest	\$ -
12/31/17 - Dividend/Interest	\$ 61.33
Business Account Fee	\$ (125.00)
Income	\$ (63.67)
Intra-Bank Transfers to/from Investment Checking	\$ -
Fund Transfers	\$ -
Cusip Maturity	\$ -
Redemptions	\$ -
Cusip Purchase	\$ (496,612.76)
Purchases	\$ (496,612.76)
Ending Balance - Money Market	\$ 10,190.13
US Treasury Securities Investment Principal	\$ 496,612.76
Total Assets	\$ 506,802.89

Note: As of 3/7/18, the updated treasury information for February has not been received. The information above is as of 1/31/18.

Investment Summary - February 2018

LOCAL AGENCY INVESTMENT FUND

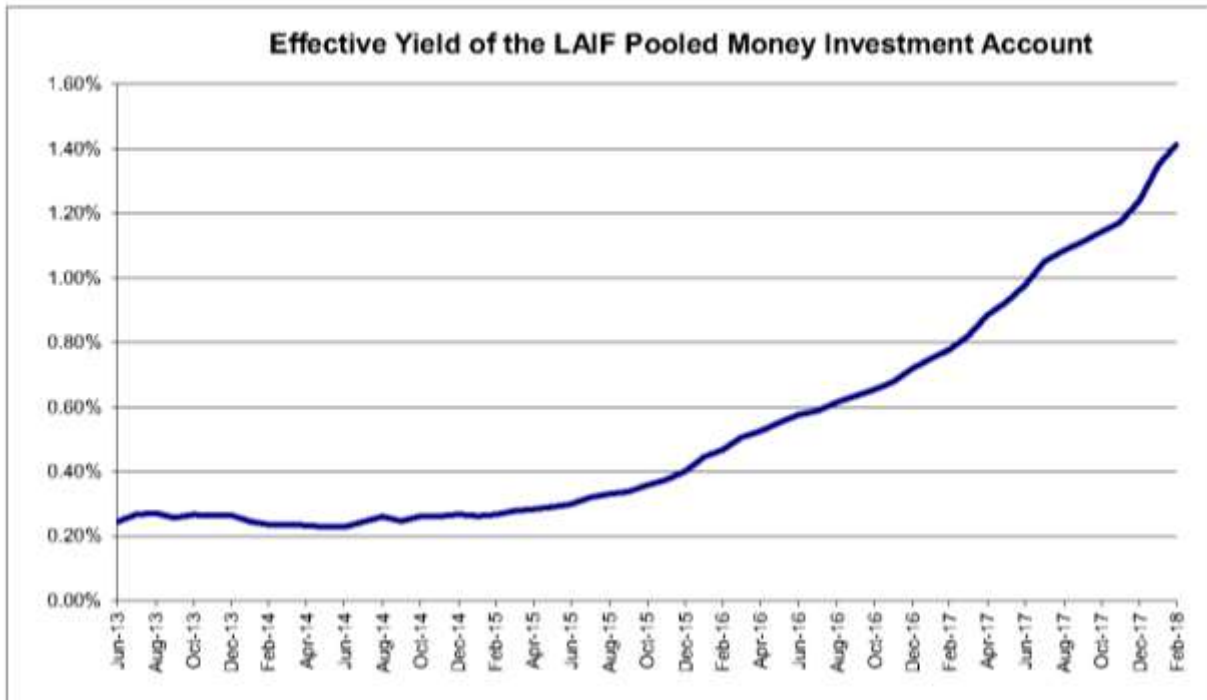
PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2017	\$ (1,600,000.00)	\$ -	\$ 34,146.51	\$ 13,745,550.98
August 31, 2017	\$ (4,000,000.00)	\$ -	\$ -	\$ 9,745,550.98
September 30, 2017	\$ -	\$ -	\$ -	\$ 9,745,550.98
October 31, 2017	\$ -	\$ -	\$ 32,517.12	\$ 9,778,068.10
November 30, 2017	\$ -	\$ -	\$ -	\$ 9,778,068.10
December 31, 2017	\$ -	\$ 1,804,683.42	\$ -	\$ 11,582,751.52
January 31, 2018	\$ -	\$ -	\$ -	\$ 11,582,751.52
February 28, 2018	\$ -	\$ -	\$ -	\$ 11,582,751.52
March 31, 2018	\$ -	\$ -	\$ -	\$ 11,582,751.52
April 30, 2018	\$ -	\$ -	\$ -	\$ 11,582,751.52
May 31, 2018	\$ -	\$ -	\$ -	\$ 11,582,751.52
June 30, 2018	\$ -	\$ -	\$ -	\$ 11,582,751.52

L.A.I.F. INCOME SUMMARY

CURRENT QUARTER FY YEAR-TO-DATE

INCOME RECEIVED

\$ - \$ 66,663.63



FY 2017-18 Water Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
02-40010	Sales - Water	\$ 5,912,971	\$ 273,430	\$ 3,663,362	61.95%
02-40011	Sales - Construction Water	\$ 20,000	\$ 741	\$ 20,892	104.46%
02-40012	Sales - Imported Water (SGPWA)	\$ 250,000	\$ 11,463	\$ 155,821	62.33%
02-40013	Sales - Imported Water (MUNI)	\$ 850,000	\$ 39,911	\$ 492,790	57.98%
02-40014	Sales Disc.-Multi Units Usage Chrg.	\$ (100,000)	\$ (7,115)	\$ (69,845)	69.85%
02-40015	Water Wholesale Revenue	\$ 300,000	\$ 11,426	\$ 107,502	35.83%
02-40016	Service Establishment Fee	\$ 5,000	\$ -	\$ 500	10.00%
02-41000	Service Demand Charges	\$ 3,200,000	\$ 264,597	\$ 1,907,402	59.61%
02-41001	Fire Service Standby Fees	\$ 45,000	\$ 3,273	\$ 14,491	32.20%
02-41003	Construction Service Charge	\$ 15,000	\$ 209	\$ 1,633	10.88%
02-41005	Sales Disc.-Multi Units Service Chrg.	\$ (135,000)	\$ (11,360)	\$ (82,187)	60.88%
02-41010	Unauthorized Use of Water Charge	\$ 2,000	\$ -	\$ 375	18.75%
02-41110	Meter/Lateral installation	\$ 75,000	\$ -	\$ 15,210	20.28%
02-41112	Fire Flow Test Fees	\$ 3,500	\$ 150	\$ 2,625	75.00%
02-41113	Disconnect/Reconnect Fees	\$ 125,000	\$ 5,850	\$ 49,735	39.79%
02-41121	Penalty - Late Charges	\$ 125,000	\$ 9,556	\$ 96,370	77.10%
02-42123	Management & Accounting Fees	\$ 189,000	\$ 15,750	\$ 126,000	66.67%
02-41124	Bad Debt	\$ (20,000)	\$ -	\$ -	0.00%
02-43010	Interest Earned	\$ 50,000	\$ 610	\$ 47,667	95.33%
02-43110	Property Tax - Unsecured	\$ 115,000	\$ 125	\$ 48,358	42.05%
02-43120	Property Tax - Secured	\$ 2,600,000	\$ 64,684	\$ 1,415,729	54.45%
02-43130	Tax Collection - Prior	\$ 25,000	\$ (35,745)	\$ (34,712)	-138.85%
02-43140	Other Taxes	\$ 170,000	\$ 145	\$ 102,214	60.13%
02-49110	Rental Income (WATER STOCK)	\$ 1,700	\$ -	\$ -	
02-49150	Revenue - Misc. Non-Operating	\$ 100,000	\$ 7,091	\$ 52,380	52.38%
	WATER OPERATING REVENUE	\$ 13,924,171	\$ 654,789	\$ 8,134,313	58.42%
	Grants	\$ -	\$ -	\$ -	
02-89901	Facility Capacity Charges	\$ -	\$ -	\$ 136,697	
02-89902	Sustainability	\$ -	\$ -	\$ 38,130	
	TOTAL WATER REVENUE	\$ 13,924,171	\$ 654,789	\$ 8,309,140	

NOTE: Plan check & inspection fees to 02-42122

FY 2017-18 Sewer Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
03-40016	Sales - Establish Service Fee	\$ 500	\$ -	\$ 175	35.00%
03-41000	Sales - Sewer Charges	\$ 11,890,265	\$ 958,581	\$ 7,080,425	59.55%
03-41005	Sales Disc-Multi Units Service Chrg.	\$ (200,000)	\$ (18,244)	\$ (133,594)	66.80%
03-41110	Meter/Lateral Installation	\$ 2,500	\$ -	\$ -	0.00%
03-41121	Penalty - Late Charges	\$ 129,925	\$ 11,180	\$ 83,573	64.32%
03-41131	Front Footage Fees	\$ 30,000	\$ -	\$ -	0.00%
03-41124	Bad Debt	\$ (15,000)	\$ -	\$ -	0.00%
03-42122	Revenue - Other Operating	\$ 3,250	\$ -	\$ 1,260	38.77%
03-43010	Interest Earned	\$ 35,000	\$ -	\$ 44,352	126.72%
03-43110	Property Tax - Unsecured	\$ 50,000	\$ -	\$ 50,000	100.00%
03-43120	Property Tax - Secured	\$ 175,000	\$ -	\$ 175,000	100.00%
03-43130	Tax Collection - Prior	\$ 10,000	\$ -	\$ 10,000	100.00%
03-43140	Other Taxes	\$ 1,500	\$ -	\$ 1,500	100.00%
03-49150	Misc. Non-Oper Revenue	\$ 20,000	\$ -	\$ -	0.00%
	SEWER OPERATING REVENUE	\$ 12,132,940	\$ 951,517	\$ 7,312,691	60.27%
	Grants	\$ -		\$ -	
03-89901	Facility Capacity Charges	\$ -	\$ -	\$ 324,598	
03-89903	Contrib Capital-Front Footage Fees	\$ -	\$ -	\$ -	
03-89905	Contrib Capital-Infrastructure	\$ -	\$ -	\$ -	
	TOTAL SEWER REVENUE	\$ 12,132,940	\$ 951,517	\$ 7,637,289	

FY 2017-18 Recycled Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
04-40010	Sales - Recycled Water	\$ 565,795	\$ 16,161	\$ 318,398	56.27%
04-40011	Sales - Construction Water	\$ 20,000	\$ 124	\$ 1,644	8.22%
04-41000	Sales - Service Demand Chrg.	\$ 60,000	\$ 5,670	\$ 40,718	67.86%
04-41003	Const. Water Minimum Chrg.	\$ 5,000	\$ 94	\$ 591	11.82%
04-41110	Meter/Lateral installation	\$ 15,000	\$ -	\$ (650)	-4.33%
04-41121	Penalty - Late Charges	\$ 1,000	\$ 269	\$ 3,353	335.32%
04-41122	Revenue - Other Operating	\$ 500	\$ -	\$ (1,145)	-228.96%
04-43010	Interest Earned	\$ 10,000	\$ -	\$ 9,856	98.56%
04-43110	Property Tax - Unsecured	\$ 10,000	\$ -	\$ 10,000	100.00%
04-43120	Property Tax - Secured	\$ 110,000	\$ -	\$ 110,000	100.00%
04-43130	Property Tax - Prior	\$ 10,000	\$ -	\$ 10,000	100.00%
04-43140	Property Tax - Other	\$ 2,500	\$ -	\$ 2,500	100.00%
04-49150	Misc. Non-Operating Revenue	\$ 1,000	\$ -	\$ -	0.00%
	RECYCLED OPERATING REVENUE	\$ 810,795	\$ 22,318	\$ 505,266	62.32%
	Grants	\$ -	\$ -	\$ -	
04-89901	Facility Capacity Charges	\$ -	\$ -	\$ -	
	TOTAL RECYCLED REVENUE	\$ 810,795	\$ 22,318	\$ 505,266	

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
02-5-01-50010	Labor-Water Resources	\$ 832,563	\$ 63,868	\$ 488,668	58.69%
02-5-01-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-01-50013	Benefits-Fica	\$ 55,800	\$ 5,285	\$ 40,318	72.25%
02-5-01-50014	Benefits-Life Insurance	\$ 3,440	\$ 117	\$ 934	27.14%
02-5-01-50016	Benefits-Health\Defrd Comp	\$ 144,480	\$ 16,435	\$ 123,302	85.34%
02-5-01-50017	Benefits-Disability Insurance	\$ 6,565	\$ 930	\$ 6,788	103.39%
02-5-01-50019	Benefits-Workers Compensation	\$ 19,693	\$ -	\$ 16,907	85.85%
02-5-01-50021	Benefits-PERS	\$ 51,059	\$ 2,963	\$ 24,598	48.18%
02-5-01-50022	Benefits-PERS-Employer	\$ 106,500	\$ 3,753	\$ 31,231	29.32%
02-5-01-50023	Benefits-Uniforms	\$ 2,580	\$ 148	\$ 1,231	47.72%
02-5-01-50024	Benefits-Vacation & Sick Pay	\$ 7,500	\$ 709	\$ 5,400	72.00%
02-5-01-50025	Benefits-Boot Allowance	\$ 1,720	\$ -	\$ 1,522	88.52%
02-5-01-51003	R&M - Structures	\$ 275,000	\$ 45,270	\$ 341,558	124.20%
02-5-01-51011	R&M - CLA Valves	\$ 30,000	\$ -	\$ 7,175	23.92%
02-5-01-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 1,393	139.28%
02-5-01-51210	Utilities - Power Purchases	\$ 1,400,000	\$ 88,388	\$ 855,962	61.14%
02-5-01-51211	Utilities - Electricity & Fuel	\$ 5,000	\$ 402	\$ 2,695	53.89%
02-5-01-51316	Imported Water Purchases	\$ 1,100,000	\$ 62,552	\$ 1,126,649	102.42%
02-5-01-54019	Licenses & Permits	\$ 25,000	\$ 2,256	\$ 46,422	185.69%
02-5-01-54110	Laboratory Services	\$ 85,000	\$ -	\$ 31,856	37.48%
02-5-01-57040	YVRWFF Operating Expense	\$ 750,000	\$ 24,192	\$ 540,726	72.10%
	WATER RESOURCE TOTALS	\$ 4,902,900	\$ 317,266	\$ 3,695,333	75.37%
02-5-03-50010	Labor-Public Works	\$ 1,503,049	\$ 92,812	\$ 721,406	48.00%
02-5-03-50011	Labor Credit	\$ -	\$ -	\$ (3,176)	
02-5-03-50013	Benefits-Fica	\$ 126,030	\$ 7,402	\$ 55,753	44.24%
02-5-03-50014	Benefits-Life Insurance	\$ 9,500	\$ 192	\$ 1,980	20.84%
02-5-03-50016	Benefits-Health\Defrd Comp	\$ 399,000	\$ 27,811	\$ 240,884	60.37%
02-5-03-50017	Benefits-Disability Insurance	\$ 14,900	\$ 1,319	\$ 10,186	68.36%
02-5-03-50019	Benefits-Workers Compensation	\$ 44,500	\$ -	\$ 17,829	40.07%
02-5-03-50021	Benefits-PERS	\$ 45,000	\$ 2,903	\$ 22,000	48.89%
02-5-03-50022	Benefits-PERS Employer	\$ 102,000	\$ 6,046	\$ 47,312	46.38%
02-5-03-50023	Benefits-Uniforms	\$ 4,000	\$ 445	\$ 4,951	123.78%
02-5-03-50024	Benefits-Vacation & Sick Pay	\$ 7,500	\$ 147	\$ 2,031	27.08%
02-5-03-50025	Benefits-Boot Allowance	\$ 4,750	\$ -	\$ 3,783	79.65%
02-5-03-51001	R & M - Vehicles & Equipment	\$ 230,000	\$ 18,309	\$ 215,251	93.59%
02-5-03-51011	R&M - Valves	\$ 10,000	\$ -	\$ 7,172	71.72%
02-5-03-51020	R&M - Pipelines	\$ 225,000	\$ 1,509	\$ 145,567	64.70%
02-5-03-51021	R&M - Service Lines	\$ 175,000	\$ 65	\$ 39,002	22.29%
02-5-03-51022	R&M - Fire Hydrants	\$ 40,000	\$ -	\$ 12,125	30.31%
02-5-03-51030	R&M - Water Meters	\$ 75,000	\$ -	\$ 36,412	48.55%
02-5-03-51031	Fire Flow Testing	\$ 28,259	\$ -	\$ 18,352	64.94%
02-5-03-51092	Equipment Credits	\$ -	\$ -	\$ (3,192)	
02-5-03-51140	General Supplies & Expenses	\$ 1,000	\$ 85	\$ 2,826	282.60%
	PUBLIC WORKS TOTALS	\$ 3,044,488	\$ 159,045	\$ 1,598,455	52.50%
02-5-06-50010	Labor-Administration	\$ 792,038	\$ 48,547	\$ 382,302	48.27%

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
02-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-06-50012	Director Fees	\$ 22,500	\$ 2,699	\$ 15,299	67.99%
02-5-06-50013	Benefits-Fica	\$ 62,000	\$ 4,554	\$ 32,585	52.56%
02-5-06-50014	Benefits-Life Insurance	\$ 3,740	\$ 134	\$ 993	26.55%
02-5-06-50016	Benefits-Health\Defrd Comp	\$ 154,600	\$ 18,912	\$ 145,903	94.37%
02-5-06-50017	Benefits-Disability Insurance	\$ 7,300	\$ 694	\$ 5,164	70.73%
02-5-06-50019	Benefits-Workers Compensation	\$ 21,900	\$ -	\$ 8,433	38.51%
02-5-06-50021	Benefits-PERS	\$ 56,700	\$ 2,616	\$ 20,620	36.37%
02-5-06-50022	Benefits PERS Employer	\$ 118,200	\$ 3,599	\$ 28,978	24.52%
02-5-06-50023	Uniforms	\$ 2,800	\$ 106	\$ 1,028	36.71%
02-5-06-50024	Benefits-Vacation & Sick Pay	\$ 8,000	\$ 256	\$ 2,406	30.07%
02-5-06-50025	Benefits-Boots	\$ 1,840	\$ 140	\$ 1,381	75.05%
02-5-06-51003	R&M - Structures	\$ 45,000	\$ 2,400	\$ 128,113	284.70%
02-5-06-51091	Expense Credits (overhead)	\$ -	\$ (3)	\$ (2,601)	
02-5-06-51120	Safety Equipment/Supplies	\$ 25,000	\$ 792	\$ 18,632	74.53%
02-5-06-51125	Petroleum Products	\$ 100,000	\$ 8,532	\$ 75,664	75.66%
02-5-06-51130	Office Supplies & Expenses	\$ 30,000	\$ 1,761	\$ 13,219	44.06%
02-5-06-51140	General Supplies & Expenses	\$ 35,000	\$ 6,555	\$ 36,116	103.19%
02-5-06-51199	Disaster Incidences	\$ -	\$ -	\$ -	
02-5-06-51211	Utilities - Electricity	\$ 30,000	\$ 1,919	\$ 21,160	70.53%
02-5-06-51213	Utilities - Natural Gas	\$ 3,000	\$ 308	\$ 889	29.64%
02-5-06-54002	Dues & Subscriptions	\$ 16,500	\$ 569	\$ 14,466	87.67%
02-5-06-54005	Computer Expenses	\$ 100,000	\$ 7,751	\$ 99,297	99.30%
02-5-06-54010	Postage	\$ 3,500	\$ 135	\$ 2,413	68.93%
02-5-06-54011	Printing & Publications	\$ -	\$ -	\$ 1,207	
02-5-06-54012	Education & Training	\$ 15,000	\$ 1,295	\$ 7,530	50.20%
02-5-06-54013	Utility Billing Expenses	\$ 180,000	\$ 9,458	\$ 108,621	60.35%
02-5-06-54014	Public Relations	\$ 50,000	\$ 1,119	\$ 2,676	5.35%
02-5-06-54016	Travel Related Expenses	\$ 10,000	\$ 3,355	\$ 12,728	127.28%
02-5-06-54017	Certifications & Renewals	\$ 7,000	\$ 480	\$ 6,314	90.19%
02-5-06-54020	Meeting Related Expenses	\$ 8,000	\$ 719	\$ 4,495	74.92%
02-5-06-54022	Utilities - YVWD Services	\$ 50,000	\$ -	\$ 42,779	85.56%
02-5-06-54024	Utilities - Waste Disposal	\$ 2,500	\$ -	\$ 1,337	53.49%
02-5-06-54025	Utilities - Telephone & Internet	\$ 45,000	\$ 2,876	\$ 27,845	61.88%
02-5-06-54099	Conservation & Rebates	\$ 10,000	\$ 22,314	\$ 22,735	
02-5-06-54104	Contractual Services	\$ 80,000	\$ 2,786	\$ 85,584	106.98%
02-5-06-54107	Legal	\$ 40,000	\$ 21	\$ 40,301	100.75%
02-5-06-54108	Audit & Accounting	\$ 16,000	\$ -	\$ 10,975	68.59%
02-5-06-54109	Professional Fees	\$ 165,000	\$ 8,855	\$ 128,094	77.63%
02-5-06-55500	Depreciation Reserves	\$ 200,000	\$ 16,667	\$ 133,333	66.67%
	Infrastructure Replacement	\$ 1,000,000	\$ 83,333	\$ 666,664	66.67%
02-5-06-56001	Insurance	\$ 100,000	\$ 7,872	\$ 64,166	64.17%
02-5-06-57030	Regulatory Compliance	\$ 15,000	\$ -	\$ 1,905	12.70%
02-5-06-57090	Election Related Expenses	\$ -	\$ -	\$ -	
02-5-06-57096	Beaumont Basin Watermaster	\$ 50,000	\$ -	\$ 15,988	31.98%
02-5-06-57199	Suspense	\$ -	\$ -	\$ -	
	ADMINISTRATION TOTALS	\$ 3,681,118	\$ 274,125	\$ 2,437,735	66.22%

FY 2017-18 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
02-5-40-57201	Debt Srv-Series 2015A Princ.(2500	\$ 1,065,000	\$ 603,806	\$ 1,668,806	156.70%
02-5-40-57402	Interest-Long-Term Debt Bonds	\$ 1,230,665	\$ -	\$ 625,106	50.79%
	40 - Debt	\$ 2,295,665	\$ 603,806	\$ 2,293,913	99.92%
02-5-40-57001	Asset Acq. - Water Resources	\$ -	\$ -	\$ -	--
02-5-40-57003	Asset Acq. - Public works	\$ -	\$ -	\$ -	--
02-5-40-57006	Asset Acq. - Admin (fuel master)	\$ -	\$ -	\$ -	--
	40 - Capital Outlay	\$ -	\$ -	\$ -	--
				\$ 10,025,436	
	TOTAL WATER EXPENSES	\$ 13,924,171	\$ 1,354,243	\$ 10,025,436	72.00%

FY 2017-18 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
03-5-02-50010	Labor-S Treatment	\$ 878,548	\$ 65,061	\$ 530,527	60.39%
03-5-02-50013	Benefits-Fica	\$ 62,000	\$ 5,196	\$ 42,765	68.98%
03-5-02-50014	Benefits-Life Insurance	\$ 3,680	\$ 109	\$ 1,032	28.05%
03-5-02-50016	Benefits-Health\Defrd Comp	\$ 155,600	\$ 14,190	\$ 122,730	78.88%
03-5-02-50017	Benefits-Disability Insurance	\$ 7,300	\$ 886	\$ 6,864	94.03%
03-5-02-50019	Benefits-Workers Compensation	\$ 21,900	\$ -	\$ 16,907	77.20%
03-5-02-50021	Benefits-PERS	\$ 53,000	\$ 3,077	\$ 27,448	51.79%
03-5-02-50022	Benefits-PERS Employer	\$ 92,375	\$ 3,822	\$ 34,285	37.11%
03-5-02-50023	Benefits-Uniforms	\$ 2,800	\$ 311	\$ 2,412	86.14%
03-5-02-50024	Benefits-Vacation & Sick Pay	\$ 5,000	\$ 414	\$ 3,335	66.69%
03-5-02-50025	Benefits-Boot Allowance	\$ 1,840	\$ -	\$ 1,644	89.35%
03-5-02-51003	R&M - Structures	\$ 275,000	\$ 61,980	\$ 449,598	163.49%
03-5-02-51010	R&M - Automation Control	\$ 80,000	\$ -	\$ 37,989	47.49%
03-5-02-51106	Chemicals	\$ 500,000	\$ 41,851	\$ 394,742	78.95%
03-5-02-51111	Propane	\$ 10,000	\$ -	\$ 161	1.61%
03-5-02-51115	Laboratory Supplies	\$ 30,000	\$ 477	\$ 22,737	75.79%
03-5-02-51140	General Supplies & Expenses	\$ 2,000	\$ 489	\$ 1,858	92.90%
03-5-02-51210	Utilities - Power Purchases	\$ 800,000	\$ 62,410	\$ 553,014	69.13%
03-5-02-54110	Laboratory Services	\$ 100,000	\$ 1,902	\$ 60,852	60.85%
03-5-02-57031	Sludge Disposal	\$ 250,000	\$ -	\$ 157,151	62.86%
03-5-02-57034	Brine Operating Expenses	\$ 300,000	\$ 30,464	\$ 208,462	69.49%
	TREATMENT TOTALS	\$ 3,631,043	\$ 292,639	\$ 2,676,511	73.71%
03-5-06-50010	Labor-Administration	\$ 707,579	\$ 40,271	\$ 312,632	44.18%
03-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
03-5-06-50012	Directors Fees	\$ 22,500	\$ 2,699	\$ 15,299	67.99%
03-5-06-50013	Benefits-Fica	\$ 54,200	\$ 3,873	\$ 26,941	49.71%
03-5-06-50014	Benefits-Life Insurance	\$ 3,500	\$ 116	\$ 919	26.26%
03-5-06-50016	Benefits-Health\Defrd Comp	\$ 144,700	\$ 16,502	\$ 129,090	89.21%
03-5-06-50017	Benefits-Disability Insurance	\$ 6,400	\$ 569	\$ 4,336	67.76%
03-5-06-50019	Benefits-Workers Compensation	\$ 19,100	\$ -	\$ 11,433	59.86%
03-5-06-50021	Benefits-PERS	\$ 49,600	\$ 2,243	\$ 17,027	34.33%
03-5-06-50022	Benefits PERS Employer	\$ 103,300	\$ 3,047	\$ 23,628	22.87%
03-5-06-50023	Benefits-Uniforms	\$ 2,564	\$ 58	\$ 529	20.64%
03-5-06-50024	Benefits-Vacation & Sick Pay	\$ 10,000	\$ 256	\$ 2,406	24.06%
03-5-06-50025	Benefits-Boot Allowance	\$ 1,710	\$ -	\$ -	0.00%
03-5-06-51120	Safety Equipment/Supplies	\$ 10,000	\$ 717	\$ 3,781	37.81%
03-5-06-51125	Petroleum Products	\$ 20,000	\$ 1,200	\$ 10,803	54.02%
03-5-06-51130	Office Supplies	\$ 4,000	\$ 1,503	\$ 5,730	143.25%
03-5-06-51140	General Supplies & Expenses	\$ 25,000	\$ 1,974	\$ 20,768	83.07%
03-5-06-51199	Disaster Repairs	\$ -	\$ -	\$ -	
03-5-06-54002	Dues & Subscriptions	\$ 10,000	\$ -	\$ 7,741	77.41%
03-5-06-54003	Management & Admin Services	\$ 189,000	\$ 15,750	\$ 126,000	66.67%
03-5-06-54005	Computer Expenses	\$ 100,000	\$ 2,250	\$ 81,486	81.49%
03-5-06-54011	Printing & Publications	\$ -	\$ -	\$ 159	N/A
03-5-06-54012	Education & Training	\$ 9,000	\$ 1,862	\$ 6,696	74.41%
03-5-06-54014	Public Relations	\$ 50,000	\$ -	\$ 1,486	2.97%
03-5-06-54016	Travel Related Expenses	\$ 7,000	\$ 3,191	\$ 12,965	185.22%
03-5-06-54017	Certifications & Renewals	\$ 7,500	\$ -	\$ 2,743	36.57%
03-5-06-54019	Licenses & Permits	\$ 62,500	\$ 2,000	\$ 65,558	104.89%
03-5-06-54020	Meeting Related Expenses	\$ 5,000	\$ 558	\$ 3,493	69.85%

FY 2017-18 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
03-5-06-54022	Utilities - YVWD Services	\$ 2,000	\$ -	\$ 849	42.43%
03-5-06-54024	Utilities - Waste Disposal	\$ 13,000	\$ -	\$ 7,777	59.83%
03-5-06-54025	Utilities - Telephone & Internet	\$ 30,000	\$ 4,156	\$ 36,417	121.39%
03-5-06-54030	Drinking Water	\$ 1,000	\$ 85	\$ 805	80.47%
03-5-06-54104	Contractual Services	\$ 70,000	\$ 910	\$ 33,671	48.10%
03-5-06-54107	Legal	\$ 45,000	\$ -	\$ 31,793	70.65%
03-5-06-54108	Audit & Accounting	\$ 16,000	\$ -	\$ 10,975	68.59%
03-5-06-54109	Professional Fees	\$ 225,000	\$ 2,500	\$ 125,131	55.61%
03-5-06-55500	Depreciation Reserves	\$ 500,000	\$ 41,667	\$ 333,334	66.67%
	Infrastructure Replacement	\$ 700,000	\$ 58,333	\$ 466,664	66.67%
03-5-06-56001	Insurance	\$ 100,000	\$ 7,872	\$ 62,974	62.97%
03-5-06-57030	Regulatory Compliance	\$ 50,000	\$ -	\$ 48,232	96.46%
	ADMINISTRATION TOTALS	\$ 3,376,153	\$ 216,163	\$ 2,052,272	60.79%
03-5-07-50010	Labor-Environmental Control	\$ 524,161	\$ 28,814	\$ 251,145	47.91%
03-5-07-50011	Labor Credit	\$ -	\$ -	\$ -	
03-5-07-50013	Benefits-Fica	\$ 43,302	\$ 2,231	\$ 19,645	45.37%
03-5-07-50014	Benefits-Life Insurance	\$ 3,200	\$ 63	\$ 510	15.95%
03-5-07-50016	Benefits-Health\Defrd Comp	\$ 134,400	\$ 8,815	\$ 63,040	46.90%
03-5-07-50017	Benefits-Disability Insurance	\$ 5,100	\$ 397	\$ 3,205	62.84%
03-5-07-50019	Benefits-Workers Compensation	\$ 15,300	\$ -	\$ 11,969	78.23%
03-5-07-50021	Benefits-PERS	\$ 25,000	\$ 860	\$ 8,996	35.98%
03-5-07-50022	Benefits-PERS Employer	\$ 40,000	\$ 1,761	\$ 15,983	39.96%
03-5-07-50023	Benefits-Uniforms	\$ 2,400	\$ 149	\$ 1,319	54.98%
03-5-07-50024	Benefits-Vacation & Sick Pay	\$ 2,000	\$ 220	\$ 1,872	93.58%
03-5-07-50025	Benefits-Boot Allowance	\$ 1,600	\$ -	\$ 338	21.12%
03-5-07-51003	R&M - Structures	\$ 225,000	\$ 4,373	\$ 151,413	67.29%
03-5-07-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 710	70.95%
03-5-07-51241	Lift Station #1	\$ 70,000	\$ 3,733	\$ 35,109	50.16%
03-5-07-51242	Lift Station #2	\$ 30,000	\$ 939	\$ 8,145	27.15%
03-5-07-51243	Lift Station #3	\$ 15,000	\$ 233	\$ 3,224	21.49%
03-5-07-51244	Lift Station #4	\$ 50,000	\$ 490	\$ 6,051	12.10%
03-5-07-51248	Lift Station #8	\$ 3,000	\$ 73	\$ 2,033	67.77%
03-5-07-54111	Pretreatment	\$ 66,000	\$ -	\$ 36,378	55.12%
	ENVIRONMENTAL CONTROL TOTAL	\$ 1,256,463	\$ 53,152	\$ 621,084	49.43%
03-5-40-57202	Debt Service - Principal - WRWRF	\$ 2,199,524	\$ -	\$ 2,199,524	100.00%
03-5-40-57203	Debt Service - Principal - Brineline	\$ 423,936	\$ -	\$ 423,936	100.00%
03-5-40-57204	Debt Service - Principal - WISE	\$ 130,782	\$ -	\$ -	0.00%
03-5-40-57205	Debt Service - Principal - R 10.3	\$ 38,318	\$ -	\$ -	0.00%
03-5-40-57206	Debt Service - Principal - Crow & B12-1	\$ 15,014	\$ -	\$ -	0.00%
03-5-40-57403	Debt Service - Interest	\$ 1,061,707	\$ -	\$ 949,482	89.43%
	40 - Debt	\$ 3,869,281	\$ -	\$ 3,572,942	92.34%
03-5-40-57002	Asset Acq. - Treatment	\$ -	\$ -	\$ -	
03-5-40-57006	Asset Acq. - Admin (fuel master)	\$ -	\$ -	\$ -	
03-5-40-57007	Asset Acq. - EC (ADS flow monitors & smart covers)	\$ -	\$ -	\$ -	
	40 - Capital Outlay	\$ -	\$ -	\$ -	
				\$ 8,922,810	
	TOTAL SEWER EXPENSES	\$ 12,132,940	\$ 561,954	\$ 8,922,810	73.54%

FY 2017-18 Recycled Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Feb '18	Year to Date	%
04-5-06-50010	Labor-Recycled Water	\$ 343,507	\$ 27,255	\$ 236,835	68.95%
04-5-06-50012	Director Fees	\$ 5,000	\$ -	\$ -	0.00%
04-5-06-50013	Benefits-FICA	\$ 20,000	\$ 2,211	\$ 18,051	90.25%
04-5-06-50014	Benefits-Life Insurance	\$ 1,820	\$ 61	\$ 412	22.66%
04-5-06-50016	Benefits-Health & Def Comp	\$ 30,000	\$ 9,046	\$ 56,002	186.67%
04-5-06-50017	Benefits-Disability Insurance	\$ 3,300	\$ 426	\$ 2,962	89.75%
04-5-06-50019	Benefits-Workers Compensation	\$ 4,000	\$ -	\$ 8,011	200.27%
04-5-06-50021	Benefits-PERS Employee	\$ 11,000	\$ 1,146	\$ 10,098	91.80%
04-5-06-50022	Benefits-PERS Employer	\$ 18,243	\$ 1,981	\$ 16,357	89.66%
04-5-06-50023	Benefits-Uniforms	\$ 1,365	\$ 70	\$ 417	30.54%
04-5-06-50024	Benefits-Vacation & Sick Pay	\$ 500	\$ 21	\$ 265	53.09%
04-5-06-50025	Benefits-Boots	\$ 910	\$ -	\$ 200	21.98%
04-5-06-51003	R & M-Structures	\$ 25,000	\$ -	\$ 28,907	115.63%
04-5-06-51011	R & M-Valves	\$ 5,000	\$ -	\$ -	0.00%
04-5-06-51020	R & M-Pipelines	\$ 5,000	\$ -	\$ 734	14.68%
04-5-06-51021	R & M-Service Lines	\$ 15,000	\$ -	\$ 1,024	6.83%
04-5-06-51022	R & M-Fire Hydrants	\$ 1,000	\$ -	\$ -	0.00%
04-5-06-51030	R & M-Meters/Backflows	\$ 9,000	\$ 5,638	\$ 9,177	101.96%
04-5-06-51140	General Supplies & Expenses	\$ 2,500	\$ -	\$ 5,560	222.40%
04-5-06-51210	Utilities-Power Purchases	\$ 85,000	\$ 1,887	\$ 40,419	47.55%
04-5-06-54002	Dues & Subscriptions	\$ 4,000	\$ -	\$ 1,688	42.20%
04-5-06-54005	Computer Expense	\$ 9,000	\$ -	\$ 10,298	114.43%
04-5-06-54011	Printing & Publications	\$ -	\$ -	\$ 35	N/A
04-5-06-54012	Education & Training	\$ 4,000	\$ 150	\$ 4,317	107.93%
04-5-06-54014	Public Relations	\$ 2,000	\$ -	\$ 1,057	52.83%
04-5-06-54016	Travel Related Expenses	\$ 2,500	\$ 392	\$ 3,879	155.15%
04-5-06-54017	Certifications & Renewals	\$ 500	\$ -	\$ 871	174.20%
04-5-06-54019	Licenses & Permits	\$ 20,000	\$ -	\$ 11,156	55.78%
04-5-06-54020	Meeting Related Expenses	\$ 1,000	\$ 131	\$ 998	99.80%
04-5-06-54022	Utilities - YVWD Services	\$ 25,000	\$ -	\$ 19,180	76.72%
04-5-06-54025	Utilities - Telephone & Internet	\$ 1,500	\$ -	\$ 1,304	86.91%
04-5-06-54010	Contractual Services	\$ 8,400	\$ 29	\$ 2,268	27.00%
04-5-06-54107	Legal	\$ 1,250	\$ -	\$ -	0.00%
04-5-06-54108	Audit & Accounting	\$ 2,500	\$ -	\$ 1,950	78.00%
04-5-06-54109	Professional Fees	\$ 40,000	\$ -	\$ 57,936	144.84%
04-5-06-54110	Laboratory Services	\$ -	\$ -	\$ -	
04-5-06-55500	Depreciation	\$ 8,000	\$ 665	\$ 5,340	66.75%
	Infrastructure Replacement	\$ 25,000	\$ 2,083	\$ 16,664	66.66%
04-5-06-56001	Insurance	\$ 20,000	\$ 1,749	\$ 13,994	69.97%
04-5-06-57030	Regulatory Compliance	\$ 40,000	\$ 789	\$ 16,204	40.51%
04-5-06-57040	Environmental Compliance	\$ 9,000	\$ -	\$ -	0.00%
				\$ 604,570	
	TOTAL RECYCLED EXPENSES	\$ 810,795	\$ 55,729	\$ 604,570	74.57%



Date: March 20, 2018

Prepared By: Joseph Zoba, General Manager

Subject: Appointment of District Representatives to the San Bernardino Basin Groundwater Council

Recommendation: That the Board authorizes and appoints General Manager Joseph Zoba as the primary representative and Water Resource Manager Jennifer Ares as the alternate representative 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]. On March 6, 2018, the Board of Directors appointed General Manager Joseph Zoba to represent the District on the Groundwater Council [Director Memorandum No. 18-041].

Prior to appointing the General Manager to the Groundwater Council, the Board of Directors expressed a desire to appoint an alternate member to the Groundwater Council. While Section 3.4 of the Groundwater Council Agreement does not specifically address the issue, the participants at the first meeting of the Groundwater Council agreed that it would be wise to assign alternative members from each agency to maintain consistency and achieve quorums at future Council meetings.

Therefore, the District staff recommends that the Board of Directors appoint General Manager Joseph Zoba as the primary representative, and Water Resource Manager Jennifer Ares as the alternate representative to the San Bernardino Basin Groundwater Council

Date: March 20, 2018

Prepared By: Matthew Porras, Management Analyst
Chelsie Fogus, Engineering Technician I

Subject: Consideration of Development Agreement No. 2018-06 with Eagle Yucaipa 55 for the Construction of a Senior Housing Development Located at 34232 County Line Road, Yucaipa

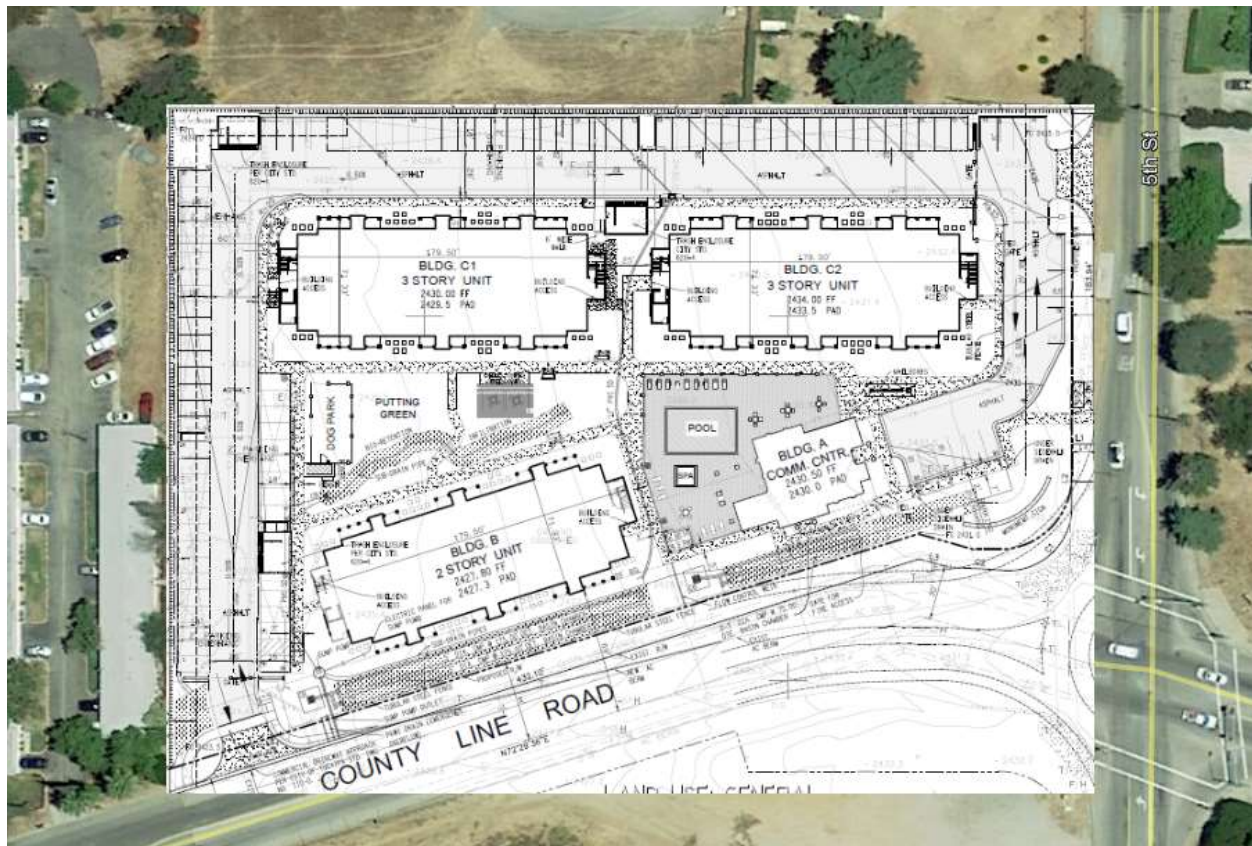
Recommendation: That the Board authorizes the President to Execute Development Agreement No. 2018-06.

The District staff is working with a property owner for the development of an affordable senior housing complex that includes the construction of 96 units on 3.48 gross acre site bounded by County Line Road and 5th Street (NW corner). The proposed senior housing facility is comprised of 64 one-bedroom, one-bath units; and 32 two-bedroom, one and a half bath units. Site features include a 2,500 square foot community/administration building with a total building area of approximately 78,000 square feet. Project amenities include, community kitchen, exercise room, community great room, pool w/ spa, seating areas, dog park, putting green, outdoor barbeque area, walkways, landscaping, and hardscape.





The abandonment and relocation of existing sewer infrastructure will be required due to the proposed project design. Existing infrastructure will need to be protected with minimal interruption of service during construction of this project.



The attached draft agreement provides additional project details and considerations.

**AGREEMENT TO PROVIDE SEWER SERVICE
 TO ASSESSOR PARCEL NUMBER 0318-235-24 IN THE
 CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 20th day of March 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and Eagle Yucaipa 55 LP, ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-359	#65-27816

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
 Eagle Yucaipa 55, LP
 1500 Quail Street, Suite 120
 Newport Beach, CA 92660
 Attention: Randall J. Friend
 Telephone: (714).436.2300
 Email: rfriend@eaglereg.com

The Developer has represented to the District that they are the owner of the following parcel(s) which is/are the subject of this Agreement and described herein as the "Property":

Assessor Parcel Numbers	County
0318-235-24	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 96 Units; 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 senior housing development consists of 96 rental units, shared open space with amenities including community administration building, community kitchen, exercise room, community great room, pool and spa, dog park, putting green and outdoor barbeque area ("Project"). The Project is located at the intersection of County Line Road and 5th 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 Project.
 - a. The abandonment and relocation of existing sewer infrastructure will be required due to the proposed project design. Existing infrastructure will need to be protected with minimal interruption of service during construction of this project.
 - b. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed and accepted by the District.
 - c. 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.

- d. The Developer is responsible for the construction and maintenance of all on-site sewer Facilities.
 - e. 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 deposit funds with the District, as required herein, within 10 business days following the District's approval of this Agreement. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance in the Project Cash Account.
 7. Ownership: Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities, excluding the on-site Facilities, will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
 8. Easements, Dedications, and Recorded Documentation: All easements, dedications and recorded documentation required by the District shall be provided by the Developer to the District in a timely manner as required by the District.
 9. Annexation. This Project is located within the service area of the District, so an annexation is not required.
 10. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
 11. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
 12. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
 13. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this

Agreement shall automatically terminate, without further liability to either party, as follows:

- a. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
- b. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

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

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Jay Bogh, Board President

DEVELOPER

Dated: _____ By: _____

Print Name: _____

Print Title: _____

Exhibit A - Project Location and District Boundary

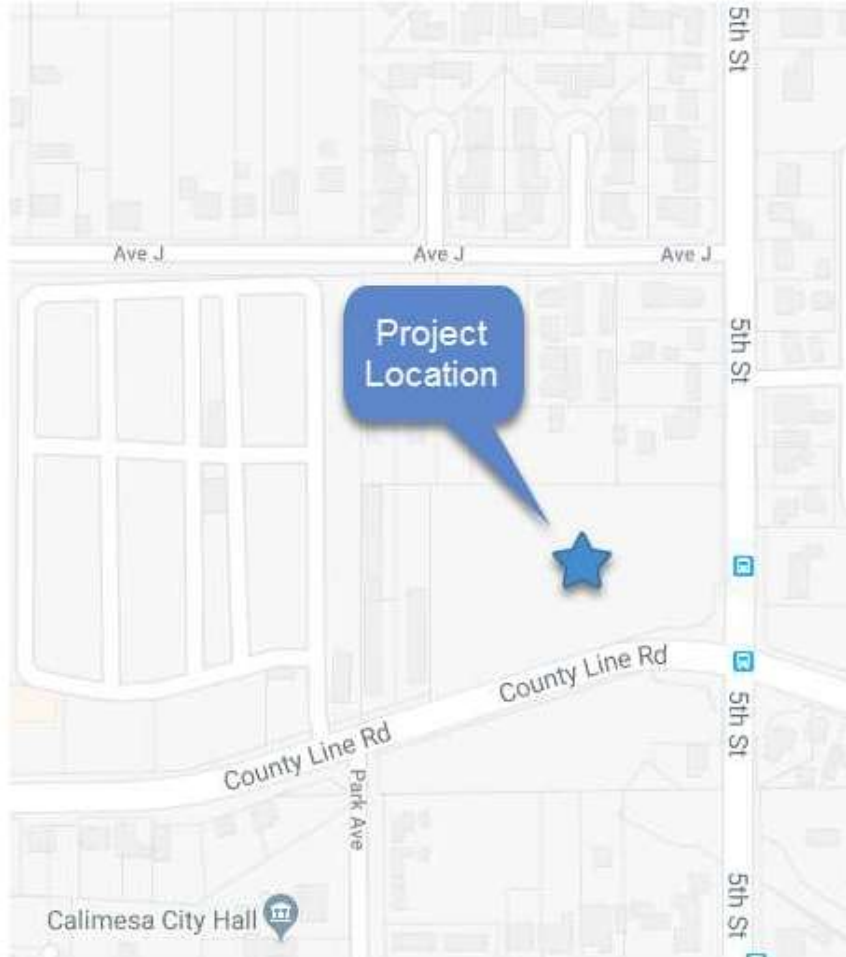


Exhibit B - Proposed Development Concept

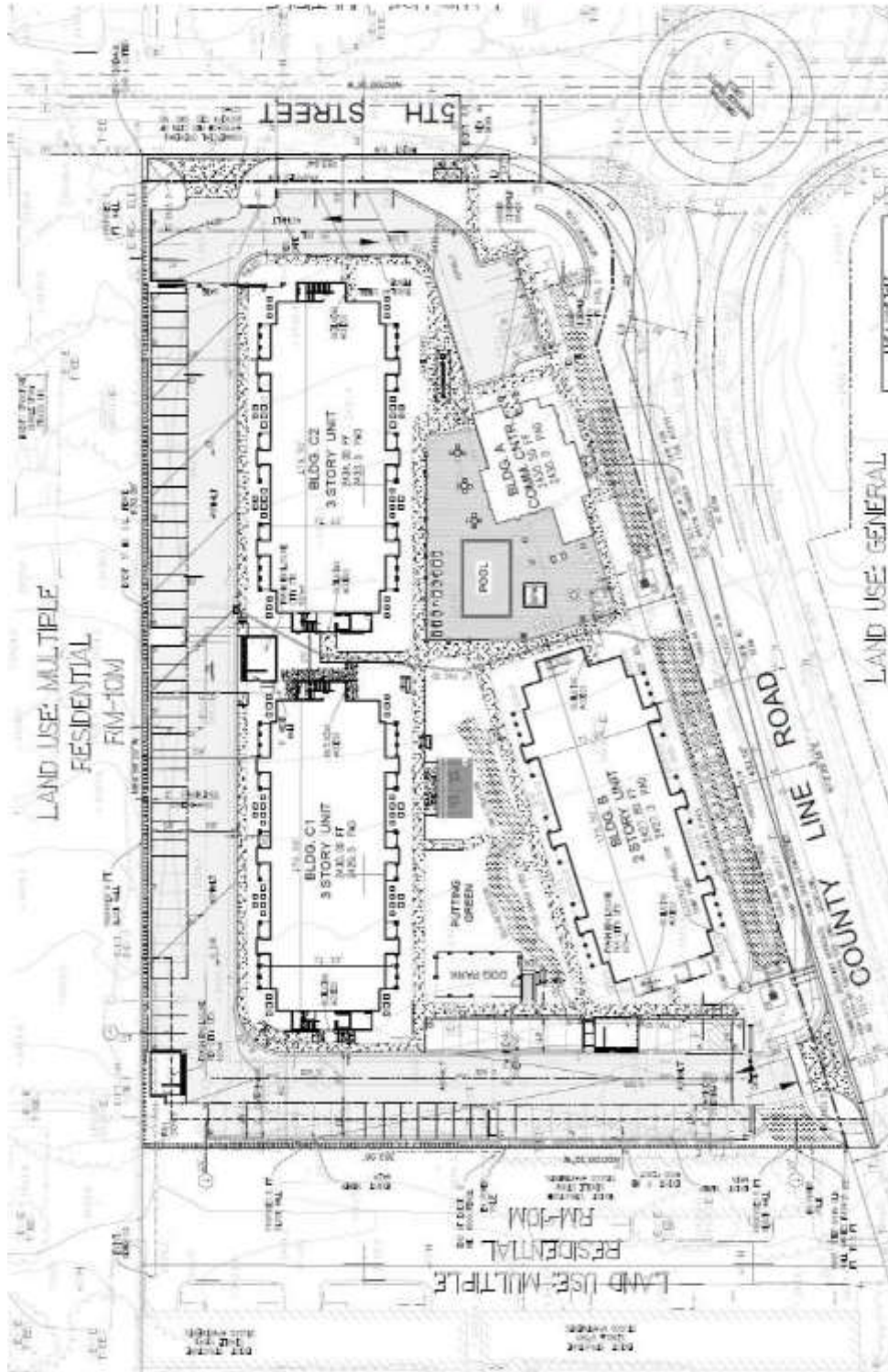


Exhibit C - General Construction Conditions

DESIGN AND CONSTRUCTION - 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.

FEES AND CREDITS

- N. Developer Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs and expenses related to this Project.
- O. Developer Cash Account Deposit. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred.
1. The Developer shall provide the initial deposit to the District, and maintain the minimum balance in the Cash Account for the Project as provided below:
 - a. An initial deposit of \$2,500 and a minimum balance of \$1,000 for a Project that involves the construction of 1 to 2 proposed structures;
 - b. An initial deposit of \$5,000 and a minimum balance of \$2,000 for a Project that involves the construction of 3 to 5 proposed structures;
 - c. An initial deposit of \$10,000 and a minimum balance of \$3,000 for a Project that involves the construction of 6 to 20 proposed structures;
 - d. An initial deposit of \$25,000 and a minimum balance of \$5,000 for all other Projects.
 2. The initial deposit shall be received by the District 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

Yucaipa Valley Water District
Development Agreement No. 2018-06
Page 12 of 15

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

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

INSURANCE AND INDEMNIFICATION

- 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

Yucaipa Valley Water District
Development Agreement No. 2018-06
Page 15 of 15

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

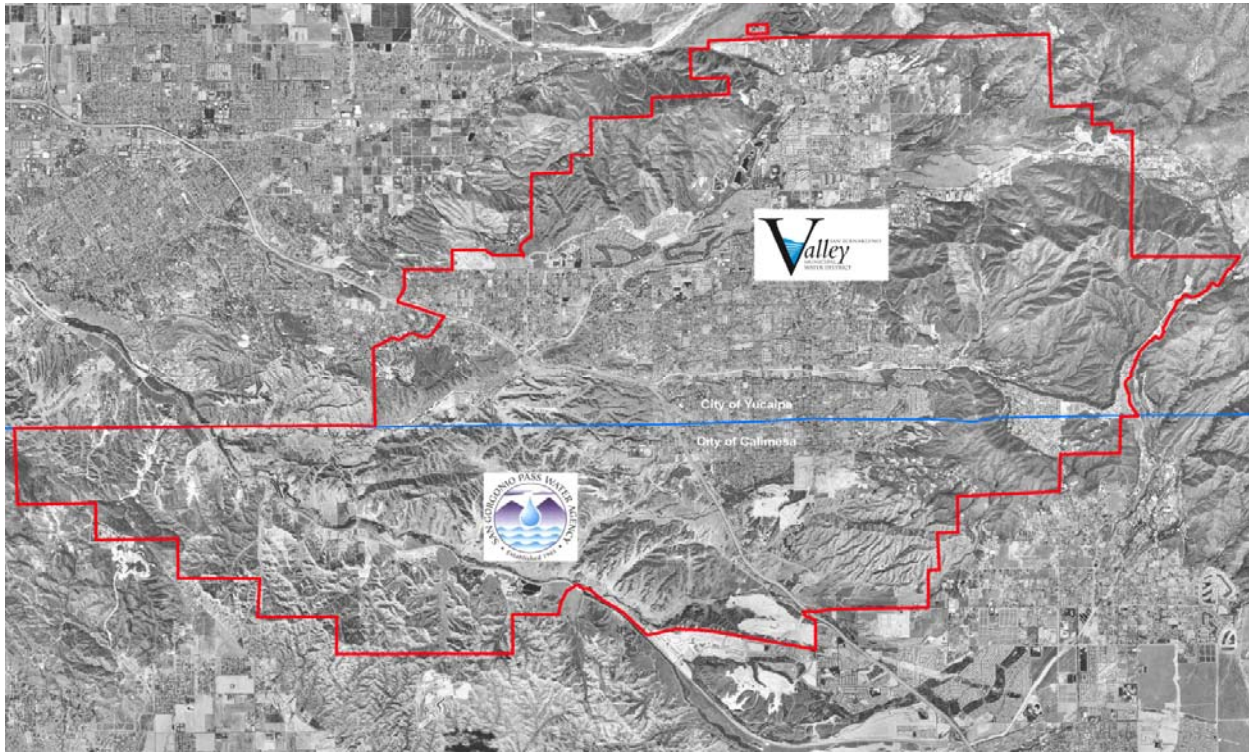
Water System: 215 miles of drinking water pipelines
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
12,000 ac-ft annual water demand (3.9 billion gallons)
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional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

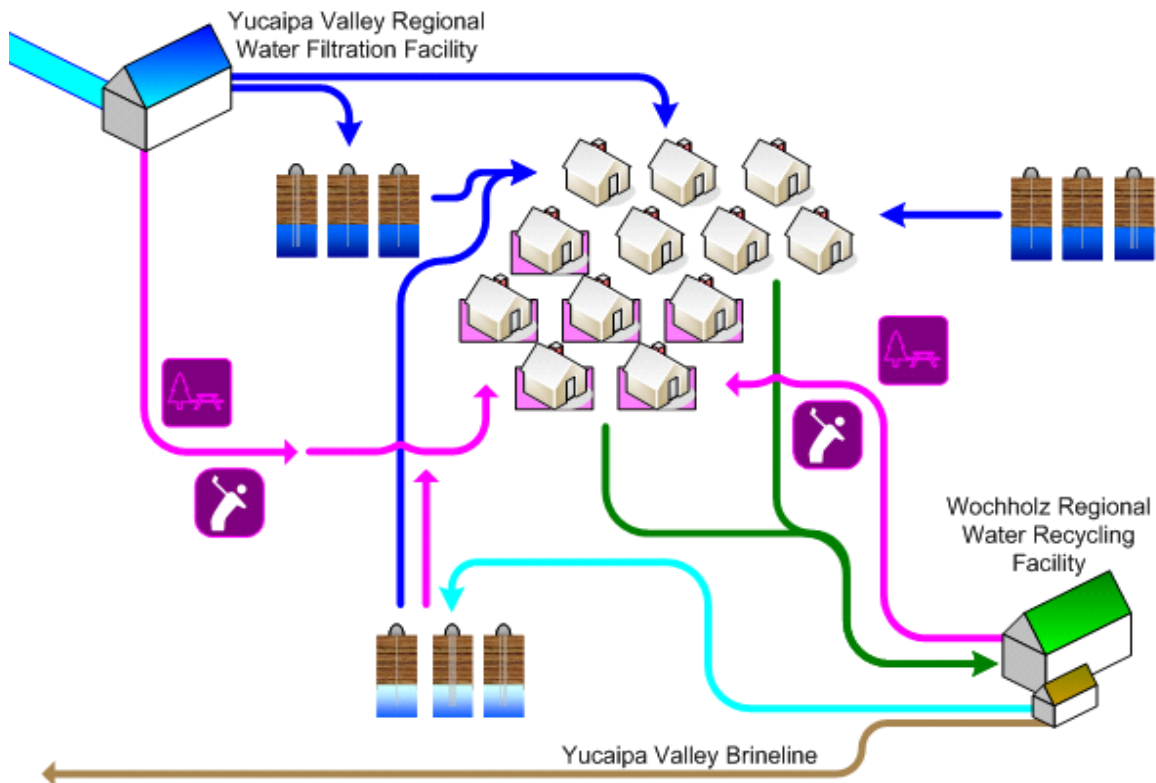
Recycled Water: 22 miles of recycled water pipelines
5 reservoirs - 12 million gallons of storage
1,200 ac-ft annual recycled demand (0.4 billion gallons)

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 Geronimo Pass Water Agency



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





THE MEASUREMENT OF WATER PURITY

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

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

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

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

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

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





GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wastewater – Any water that enters the sanitary sewer.

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

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

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

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

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

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

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

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

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

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





COMMONLY USED ABBREVIATIONS

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