



## Notice and Agenda of a Board Workshop

Tuesday, May 22, 2018 at 4:00 p.m.

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**MEETING LOCATION:** District Administration Building  
12770 Second Street, Yucaipa

**MEMBERS OF THE BOARD:** Director Chris Mann, Division 1  
Director Bruce Granlund, Division 2  
Director Jay Bogh, Division 3  
Director Lonni Granlund, Division 4  
Director Tom Shalhoub, Division 5

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- I. Call to Order**
- II. Public Comments** At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the meeting agenda.
- III. Staff Report**
- IV. Presentations**
  - A. Overview of the 2018 Inland Solar Challenge Event [[Workshop Memorandum No. 18-133 - Page 6 of 127](#)]
  - B. Overview of the Chino Basin Water Conservation District's Water Conservation Center [[Workshop Memorandum No. 18-134 - Page 10 of 127](#)]
- V. Strategic Planning**
  - A. Discussion of the Strategic Planning and Status Report Related to Public Relations [[Workshop Memorandum No. 18-135 - Page 12 of 127](#)]
- VI. Operational Updates**
  - A. Status Update of the Yucaipa Creek Erosion Control Project [[Workshop Memorandum No. 18-136 - Page 15 of 127](#)]
  - B. Status Report for the Tracer Study on the R-13.1 Clearwell at the Yucaipa Valley Regional Water Filtration Facility [[Workshop Memorandum No. 18-137 - Page 18 of 127](#)]
  - C. Overview of a Property Agreement for an Alley Pipeline Replacement Adjacent to Yucaipa Boulevard [[Workshop Memorandum No. 18-138 - Page 20 of 127](#)]

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

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

**VII. Capital Improvement Projects**

- A. Authorization to Solicit Bids for Douglas Street, Cornell Drive, Auburn Avenue, Citibank / Yucaipa Blvd and Oak Glen Road Replacement Pipelines [[Workshop Memorandum No. 18-139 - Page 29 of 127](#)]
- B. Consideration of the Installation of Hardscape near Reservoir R-13.1 at the Yucaipa Valley Regional Water Filtration Facility [[Workshop Memorandum No. 18-140 - Page 31 of 127](#)]
- C. Authorization to Solicit Bids for the Construction of an 8-Inch Drinking Water Pipeline in Oak Glen Road [[Workshop Memorandum No. 18-141 - Page 34 of 127](#)]
- D. Status Report on the Emergency Repairs for Drinking Water Reservoir 17.1.1 [[Workshop Memorandum No. 18-142 - Page 36 of 127](#)]

**VIII. Development Projects**

- A. Overview of a Proposed Development Agreement with Western Pacific Housing for the Development of 121 lots in Calimesa - Portions of Tract Nos. 26925, 30386, and 30386-1 [[Workshop Memorandum No. 18-143 - Page 39 of 127](#)]

**IX. Administrative Items**

- A. Overview of the Operating Budget and Capital Improvement Plan for Fiscal Year 2019 [[Workshop Memorandum No. 18-144 - Page 57 of 127](#)]
- B. Rental of Bear Valley Mutual Water Company Stock Shares for the 2018 Irrigation Season [[Workshop Memorandum No. 18-145 - Page 69 of 127](#)]
- C. Review of Amendment No. 3 to the Contract with RMC / Woodard & Curran for the Title 22 Engineering Report for Indirect Potable Reuse Project – Wilson Creek Spreading Basins [[Workshop Memorandum No. 18-146 - Page 70 of 127](#)]
- D. Consideration of Becoming Active Members in the Association of California Water Agencies and the California Association of Sanitation Agencies [[Workshop Memorandum No. 18-147 - Page 75 of 127](#)]
- E. Discussion Regarding Annexation of 242.63 Acres to the Yucaipa Valley Water District - TSG Cherry Valley (Assessor Parcel Numbers 407-220-004, 007, 008, 009, 014, 016, and 017, and 413-270-012 and 013) [[Workshop Memorandum No. 18-148 - Page 77 of 127](#)]
- F. Overview of Property Purchase Offer from the City of Yucaipa for Land Located at 11335 Pendleton Road, Yucaipa [[Workshop Memorandum No. 18-149 - Page 81 of 127](#)]
- G. Review of Proposed Insurance Policies for Fiscal Year 2019 [[Workshop Memorandum No. 18-150 - Page 105 of 127](#)]
- H. Review of a Draft Fee Deposit and Refund Agreement for the San Gorgonio Land Project [[Workshop Memorandum No. 18-151 - Page 106 of 127](#)]

**X. Director Comments****XI. Announcements**

- A. June 5, 2018 at 6:00 p.m. - Regular Board Meeting
- B. June 12, 2018 at 4:00 p.m. - Board Workshop
- C. June 19, 2018 at 6:00 p.m. - Regular Board Meeting
- D. ~~June 26, 2018 at 4:00 p.m. - Board Workshop~~ Cancelled
- E. ~~July 3, 2018 at 6:00 p.m. - Regular Board Meeting~~ Cancelled
- F. July 10, 2018 at 4:00 p.m. - Board Workshop
- G. July 17, 2018 at 6:00 p.m. - Regular Board Meeting
- H. July 31, 2018 at 4:00 p.m. - Board Workshop
- I. August 7, 2018 at 6:00 p.m. - Regular Board Meeting

- J. August 14, 2018 at 4:00 p.m. - Board Workshop
- K. August 21, 2018 at 6:00 p.m. - Regular Board Meeting
- L. August 28, 2018 at 4:00 p.m. - Board Workshop

**XII. Adjournment**

# Staff Report



Yucaipa Valley Water District

# Presentations



Yucaipa Valley Water District



**Date:** May 22, 2018  
**From:** Jennifer Ares, Water Resource Manager  
**Subject:** Overview of the 2018 Inland Solar Challenge Event

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The 10<sup>th</sup> Annual Inland Solar Challenge will be held on May 19<sup>th</sup> and 20<sup>th</sup> at the Yucaipa Regional Park. Ten schools will be participating in this event with the District sponsoring the Yucaipa High School team.

The event encourages students to use their creative problem-solving skills and teamwork while providing an opportunity for water agencies to educate the students about water issues through the development of public service announcement videos.

Yucaipa Valley Water District staff members that will be involved with the event this year include: Jennifer Ares; Ashley Gibson; Matthew Flordelis; Todd Madrid; Matthew Porras; and John Wrobel.



## THE CHALLENGE

The Inland Solar Challenge gathers high school students from across the Inland Empire to build and race sixteen foot boats equipped with solar technology.

The three day event, held at Yucaipa Regional Park, includes an endurance, slalom and sprint race. In the months before the event, teams must prepare two technical reports and a Public Service Announcement (PSA) about water conservation. Students are also required to present their PSA at the event. The team with the most points overall wins the competition.

Once built, teams take the boats back to their schools where they spend many hours fitting them with the required technology. During this time students fine tune their designs to prepare for competition.

The cost of the event paid for through local sponsorships. The high schools provide the classroom space to work on the boats, while motivated instructors help the students get the most out of this learning experience.

## CONSERVATION: THE NEW "WAY OF LIFE"

Water resource management in California faces unprecedented challenges from climate change and growing population. Increased conservation and water use efficiency are needed to ensure the resilience of water supplies.

Students are required to research this topic further and create a public service announcement intended to inform the target audience of efforts taken on the state and local levels to ensure water supply reliability.

The intended response is to give greater understanding of efforts water agencies take to ensure water supply reliability to in turn promote methods and lifestyle changes customers can take to make conservation "a new way of life."

## PARTICIPATING HIGH SCHOOLS

Banning High School  
Cajon High School  
Cathedral City High School  
Desert Hot Springs High School  
Palm Springs High School  
Redlands East Valley High School  
Rialto High School  
Yucaipa High School

## ISC COMMITTEE MEMBERS

**CITY OF REDLANDS**  
Cecilia Griego - Event Chair

**EAST VALLEY WATER DISTRICT**  
Janett Robledo - Co Chair  
Cecilia Contreras  
Martha Duran  
Dale Barlow

Mike Maloney - Technical Inspector  
Norm Terry - Technical Inspector

**SAN BERNARDINO MUNICIPAL WATER DEPT.**  
Devin Arciniega

**WEST VALLEY WATER DISTRICT**  
Daisy Farias  
Lauren Albrecht

**YUCAIPA VALLEY WATER DISTRICT**  
Ashley Gibson  
Jennifer Ares  
Matt Flordells  
Todd Madrid

Matt Porras - Technical Inspector  
John Wrobel - Technical Inspector

# INLAND SOLAR CHALLENGE 2018

**MAY 18-20**  
Yucaipa Regional Park  
33900 Oak Glen Road  
Yucaipa, CA 92399





## THANK YOU SPONSORS

**SOLAR MEGA SPONSORS**

San Bernardino Valley Municipal Water District

**SOLAR GRID SPONSORS**

City of Redlands Water

San Bernardino Municipal Water Dept.

**SOLAR PANEL SPONSORS**

San Corgonio Pass Water Agency

East Valley Water District

West Valley Water District

Yucaipa Valley Water District

Nestle Water

**SOLAR CELL SPONSORS**

Computerized Embroidery Company

Milestone Trophies & Awards

## SCHEDULE OF EVENTS

**FRIDAY, MAY 18, 2018**

Registration 8:00am - 2:00pm  
Lunch 12:00pm - 1:00pm  
Inspections 8:00am - 2:00pm  
Dinner 5:00pm - 6:00pm

**SATURDAY, MAY 19, 2018**

Breakfast 7:00am - 8:00am  
Inspections 8:30am - 9:00am  
Team Meetings 8:30am

**SLALOM RACE**

1. Rialto 9:00am
2. Desert Hot Springs 9:20am
3. Banning 9:40am
4. Cajon 10:00am
5. Palm Springs 10:20am
6. Redlands East Valley 10:40am
7. Yucaipa 11:00am
8. Cathedral City 11:20am

Lunch 11:45pm - 12:45pm  
Inspections 1:00pm

**SPRINT RACE**

1. Yucaipa 1:30pm
2. Rialto 1:50pm
3. Cathedral City 2:10pm
4. Cajon 2:30pm
5. Palm Springs 2:50pm
6. Banning 3:10pm
7. Desert Hot Springs 3:30pm
8. Redlands East Valley 3:50pm

**PSA PRESENTATIONS**

Dinner 4:30pm - 5:30pm

1. Rialto 6:00pm
2. Cajon 6:10pm
3. Desert Hot Springs 6:20pm
4. Redlands East Valley 6:30pm
5. Banning 6:40pm
6. Palm Springs 6:50pm
7. Yucaipa 7:00pm
8. Cathedral City 7:10pm

**SUNDAY, MAY 20, 2018**

Breakfast 7:00am - 8:00am  
Inspections 8:00am  
Team Meetings 8:30am

**ENDURANCE RACE**

1. Desert Hot Springs 9:00am
2. Cajon 9:10am
3. Yucaipa 9:20am
4. Palm Springs 9:30am
5. Cathedral City 9:40am
6. Rialto 9:50am
7. Redlands East Valley 10:00am
8. Banning 10:10am

Awards & Lunch 12:00pm - 1:15pm





# SCHEDULE OF EVENTS

FRIDAY, MAY 18, 2018	
Registration	8:00 a.m. - 2:00 p.m.
Lunch	12:00 p.m. - 1:00 p.m.
Inspections	8:00 a.m. - 4:00 p.m.
Dinner	5:00 p.m. - 6:00 p.m.
Meal Clean Up	Cajon & Rialto
SATURDAY, MAY 19, 2018	
Breakfast	7:00 a.m. - 8:00 a.m.
Meal Clean Up	Yucaipa & Cathedral City
Inspections	8:00 a.m. - 9:00 a.m.
Team Meetings	8:30 a.m.
SPRINT RACE	
1. Rialto	9:00 a.m.
2. Desert Hot Springs	9:20 a.m.
3. Banning	9:40 a.m.
4. Cajon	10:00 a.m.
5. Palm Springs	10:20 a.m.
6. Redlands East Valley	10:40 a.m.
7. Yucaipa	11:00 a.m.
8. Cathedral City	11:20 a.m.
Conclusion	11:50 a.m.
Lunch	11:45 a.m. - 12:45 p.m.
Meal Clean Up	Desert Hot Springs & Redlands & Redlands East Valley
Inspections	1:00 p.m.
SLALOM RACE	
1. Yucaipa	1:30 p.m.
2. Rialto	1:50 p.m.
3. Cathedral City	2:10 p.m.
4. Cajon	2:30 p.m.
5. Palm Springs	2:50 p.m.
6. Banning	3:10 p.m.
7. Desert Hot Springs	3:30 p.m.
8. Redlands East Valley	3:50 p.m.
Conclusion	4:30 p.m.
PSA PRESENTATIONS	
Dinner	4:30 p.m. - 5:30 p.m.
Meal Clean Up	Palm Springs & Banning
1. Rialto	6:00 p.m.
2. Cajon	6:10 p.m.
3. Desert Hot Springs	6:20 p.m.
4. Redlands East Valley	6:30 p.m.
5. Banning	6:40 p.m.
6. Palm Springs	6:50 p.m.
7. Yucaipa	7:00 p.m.
8. Cathedral City	7:10 p.m.
SUNDAY, MAY 20, 2018	
Breakfast	7:00 a.m. - 8:00 a.m.
Inspections	8:00 a.m.
Team Meetings	8:30 a.m.
ENDURANCE RACE	
1. Desert Hot Springs	9:00 a.m.
2. Cajon	9:10 a.m.
3. Yucaipa	9:20 a.m.
4. Palm Springs	9:30 a.m.
5. Cathedral City	9:40 a.m.
6. Rialto	9:50 a.m.
7. Redlands East Valley	10:00 a.m.
8. Banning	10:10 a.m.
Conclusion	12:00 p.m.
Awards & Lunch	12:15 - 1:15 p.m.



**Date:** May 22, 2018

**From:** Jennifer Ares, Water Resource Manager

**Subject:** Overview of the Chino Basin Water Conservation District's Water Conservation Center

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The Chino Basin Water Conservation District manages the Chino Groundwater Basin and actively captures and percolates water through a network of channels, basins, and spreading grounds. In addition, the Conservation District has a comprehensive water conservation program housed on a 4.5-acre site. The Water Conservation Center integrates on-site stormwater capture, a public park, demonstration gardens, and multiple interpretive displays.



# Strategic Planning



Yucaipa Valley Water District



**Date:** May 22, 2018  
**From:** Joseph Zoba, General Manager  
**Subject:** Discussion of the Strategic Planning and Status Report Related to Public Relations

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On March 8, 2018, the Board of Directors discussed the implementation of a public relations and outreach program that would include the following elements:

- **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.

On April 3, 2018, the Board of Directors authorized the preparation of a historical summary of the Yucaipa Valley Water District with Crider Public Relations. The material generated from the historical summary will be used to prepare videos and social media clips in the future.

The District staff has been working on the preparation of a Request for Proposals for additional public relations and outreach work. However, instead of selecting a firm for traditional public relations efforts, the District staff is contemplating the issuance of a Request for Proposals for Digital Creative Services. This RFP would include the following scope of services:

- Develop and execute a Search Engine Optimization (SEO) strategy for the District.
- Develop and provide a 4-page monthly e-newsletter including design, content development, and photographs in native file formats approved by the District and as a PDF for distribution by the District.
- Develop a series of new customer on-boarding engagement email messages and content about the District services, meetings, and service options.
- Prepare, develop and produce 3-minute videos about the following services and activities by the District:
  - Brine disposal;
  - Cross-connection needs and issues;
  - Dual-plumbing requirements for new homes;
  - Emergency preparedness;
  - Environmental protection;
  - General water issues;
  - Geographical Information Systems (GIS);
  - Operations and maintenance activities;
  - Recycled water fill station;
  - Recycled water recharge;

- Recycled water;
- Reverse osmosis needs and opportunities;
- Science, technology, engineering and math (STEM) in the water/sewer industry;
- Sewer collection;
- Sewer treatment;
- State Water Project partners (SBVMWD and SGPWA);
- Sustainability goals;
- Water supply sources; and
- Water/sewer operator certifications.
  - Videos to maintain the same theme, branding, color scheme in a raw and finished format.
- An additional five videos may be requested for various topics during the fiscal year.
- Develop ten video introductions (15 seconds) and ten video closings in a raw format that can be used to add titles in the future.
- Develop and implement a communication strategy, material and videos for informing and training recycled water customers that purchase or rent dual-plumbed homes.

With this material prepared, the District staff would be able to make the videos available on our website, social medial outlets, or for presentations in the future.

# Operational Updates



Yucaipa Valley Water District



**Date:** May 22, 2018  
**From:** Matthew Porras, Implementation Manager  
**Subject:** Status Update of the Yucaipa Creek Erosion Control Project

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About two years ago, the District staff made improvements to the sewer collection system bridge that crosses Yucaipa Creek, south of Interstate 10.

As a part of the sewer bridge improvements, slope erosion control systems were installed to assist in the preservation of the adjacent slopes and structural footings.

Over the past few years, storm events have undercut the erosion control in multiple areas. The amount of repair work at its current state is relatively small, at 65 linear feet of 3'x3' Gabions and 230 square feet of grouted rip-rap. The plan is to make the repairs now and maintain the erosion control structures before the condition degrades further.

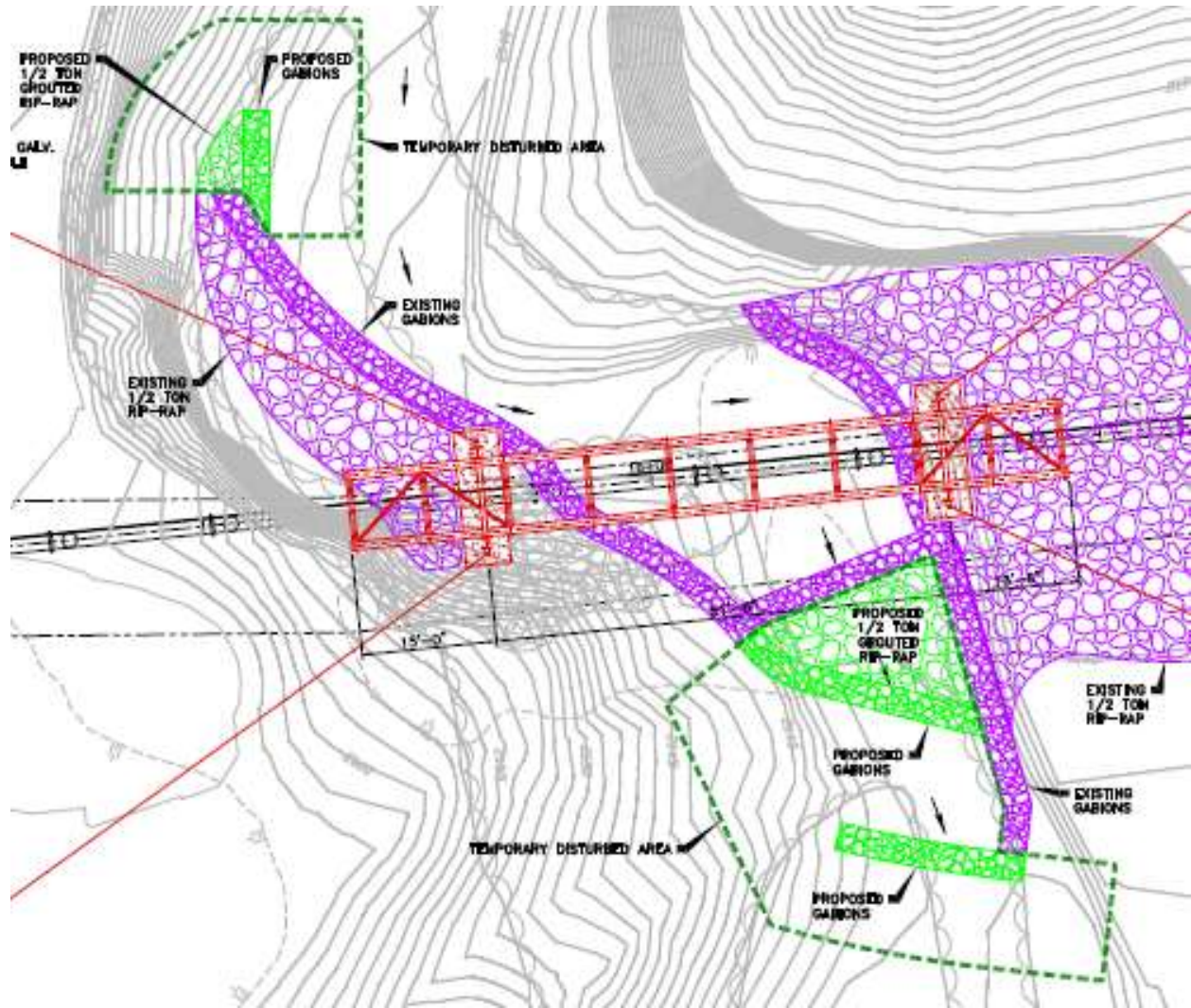
The required permits have been obtained and the necessary mitigation measures have been secured. [DM 18-048] The repair effort will be performed by Rock Structures Construction Company with an estimated cost of \$27,500.

District staff will provide updates as the project continues.












**LEGEND:**

-  EXISTING RIP-RAP AND ROCK GABIONS
-  PROPOSED RIP-RAP AND ROCK GABIONS  
AREA= 433± SQ/FT
-  BOUNDARY OF TEMPORARY DISTURBED AREA  
AREA= 1,829± SQ/FT



**Date:** May 22, 2018  
**From:** Mike Kostelecky, Operations Manager  
**Subject:** Status Report for the Tracer Study on the R-13.1 Clearwell at the Yucaipa Valley Regional Water Filtration Facility

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The Surface Water Treatment Rule requires a minimum combination of disinfectant dose and contact time to provide inactivation of potential pathogens in drinking water supplies.



The Yucaipa Valley Regional Water Filtration Facility utilizes a six million gallon clearwell to achieve contact time compliance with the Surface Water Rule Requirements. The clearwell consists of five baffles and has been operating under an industry standard baffling factor.

During the District's 2017 Sanitary Survey, the State Water Resource Control Board, Division of Drinking Water suggested confirmation of the contact time related to the filtration facility to validate the compliance with California Regulations Related to Drinking Water, published September 23, 2016, page 217, which states:

**§64651.32. Disinfectant Contact Time.** *"Disinfectant contact time" means the time in minutes that it takes for water to move from the point of disinfectant application or a previous point of disinfectant residual measurement to a point before or at the point where residual disinfectant concentration is measured. Disinfectant contact time in pipelines is calculated by dividing the internal volume of the pipe by the flow rate through the pipe. Disinfectant contact time within mixing basins and storage reservoirs is determined by tracer studies or an equivalent demonstration to the State Board.*

On August 15, 2017, the Board of Directors authorized a tracer study to be performed at the Yucaipa Valley Water Filtration Facility R-13.1 clearwell by HDR, Incorporated [Director Memorandum No. 17-068].

**Engineering Fee Estimate**

Yucaipa Valley Water District  
YVRWFF Clearwell Tracer Study

Task Description	Personnel Hours							Total Hours	Non-Labor			Budget
	QA/QC (\$310/hr)	Project Manager (\$290 /hr)	EIT (\$110 /hr)	Lab manager (\$158 /hr)	Assistant Engineer (\$180 /hr)	CAD Designer (\$115 /hr)	Clerical-ADM02 (\$110 /hr)		Labor Cost	Laboratory Analysis	Other Expenses	Total
<b>1. - Design Project Mgmt</b>												
Coordination and progress reports		2					8	10	\$ 1,460	\$ -	\$ -	\$ 1,460
QA/QC	7							8	\$ 2,140	\$ -	\$ -	\$ 2,140
Meetings and calls	1	4		4				13	\$ 2,342	\$ -	\$ -	\$ 2,342
									\$ -			
<b>3. Conduct Tracer Study for YVRWFF</b>												
a. Tracer Testing Protocol Preparation		2	4	2	32		2	42	\$ 7,316	\$ -	\$ 165	\$ 7,481
b. Tracer Testing Execution		1	32	32	8			73	\$ 10,306	\$ 7,700	\$ 330	\$ 18,336
c. Tracer Study Results Evaluation and Report		2	8	4	20		2	36	\$ 5,912	\$ -	\$ 55	\$ 5,967
									\$ -			
<b>Total</b>	<b>8</b>	<b>11</b>	<b>44</b>	<b>42</b>	<b>60</b>	<b>*</b>	<b>17</b>	<b>182</b>	<b>29,476</b>	<b>7,700</b>	<b>550</b>	<b>\$ 37,726</b>

The purpose of this agenda item is to provide an update on the status of the tracer study.

The study was postponed due to weather fluctuations late last year and early this year which resulted in inconsistent water demands and process flow set-points. Also, the Yucaipa Valley Regional Water Filtration Facility was shut down for annual maintenance during March and April pushing the study to May. Warmer weather and an increase in water demand allows for the tracer study to now proceed.

The study is scheduled to begin the week of May 21, 2018 and estimated to be completed within two weeks.



**Date:** May 22, 2018

**From:** Matthew Porras, Implementation Manager

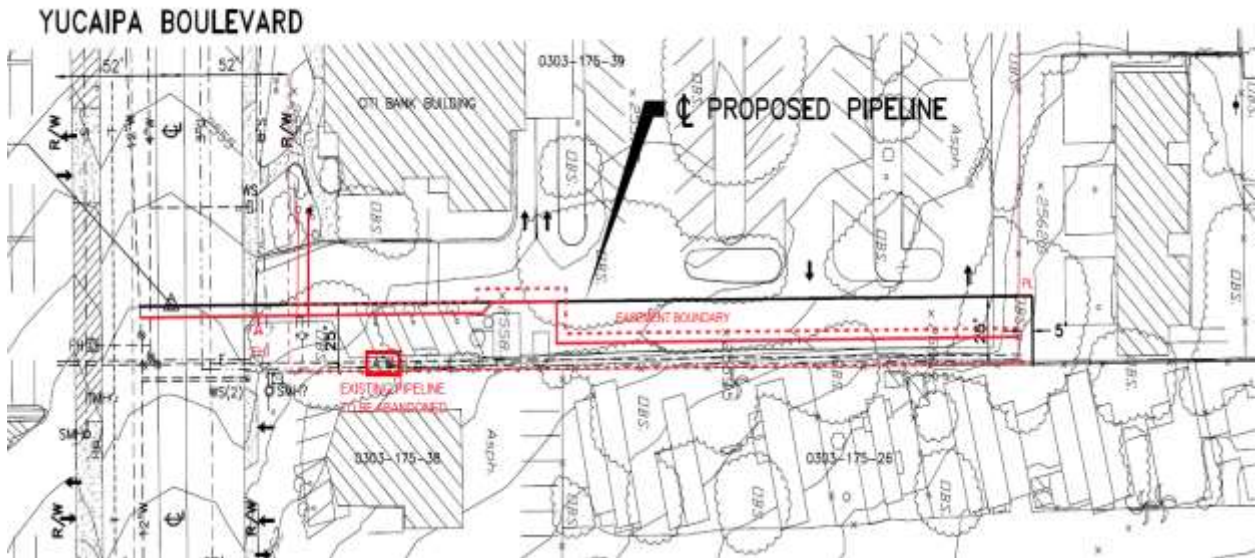
**Subject:** Overview of a Property Agreement for an Alley Pipeline Replacement Adjacent to Yucaipa Boulevard

The District needs to replace an aging 4" steel water main that is past its useful life between Yucaipa Boulevard and Cedar Avenue. The proposed new water pipeline will need to be constructed slightly to the west of the existing pipeline which will require a new easement from the property owner and an agreement with the existing tenant.

The proposed pipeline project is currently in the design stage and will be included in a grouping of upcoming pipeline replacement projects.

At a future board meeting, the District Staff will be recommending that the Board of Directors authorize the Board President to execute the final version of the attached agreement.





The proposed alignment will need to accommodate for existing structures and utilities.



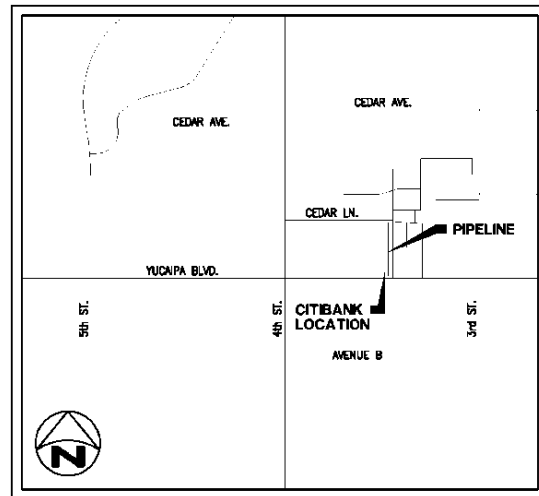
**34580 YUCAIPA BOULEVARD  
AGREEMENT BY AND BETWEEN  
THE YUCAIPA VALLEY WATER DISTRICT AND CITIBANK**

June 5, 2018

Yucaipa Valley Water District, a Special District, hereinafter referred to as "District", and Citibank, a tenant of the aforementioned property, hereinafter referred to as "Citibank", hereby mutually agree as follows:

A. Background and Purpose of Agreement.

The District is planning a Project that includes replacing an existing pipeline located at 34580 Yucaipa Boulevard in the City of Yucaipa (APN 0303-175-39), hereinafter referred to as the "property". The property is owned by CP Sunshine LLC, who is granting an easement to the District for construction, operation, and maintenance of the replacement pipeline. The property was previously utilized as a branch office by Citibank. It is the District's understanding that Citibank is the sole lessee of the property and has full possession and full responsibility for the property. The purpose of this Agreement is for the District to obtain a right of entry from Citibank to perform the work described above.



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

1. Citibank hereby grants right of entry to the District to the property to construct, operate, and maintain a water pipeline in accordance with the easement granted by CP Sunshine, LLC (Grant of Easement attached for reference).
2. Prior to commencing construction, the District will procure insurance certificates from the contractor performing the work naming Citibank as additionally insured.
3. Prior to commencing construction, the District will inspect the site with Citibank's representative to document the pre-construction condition of the site. The District will also prepare a video recording of the site.
4. Prior to completion of construction, the District will insure that all areas affected by construction will be restored to pre-job conditions, including areas used for parking, storage of vehicles, and storage of equipment. All existing improvements damaged during construction such as curbs, paving, and sidewalks will be replaced or repaired to preconstruction conditions (or better).
5. District will defend, indemnify, and hold harmless Citibank, its officers, employees and agents, from any claims, demands, or causes of action and lawsuits, based on, arising out of, or related to the construction, operation, or use of pipelines, equipment, and facilities owned or operated by the District or its agents.

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

**IN WITNESS WHEREOF**, the Yucaipa Valley Water District and Citibank \_\_\_\_\_ have executed this Agreement the day and year first written below.

**Citibank**

**Yucaipa Valley Water District**

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Jay Bogh, Board of Directors, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Recording Requested by:  
YUCAIPA VALLEY WATER DISTRICT

When Recorded Mail to:

YUCAIPA VALLEY WATER DISTRICT  
12770 2ND STREET  
YUCAIPA, CA 92399

Exempt from recording fee pursuant to Government Code Section 6103

YUCAIPA VALLEY WATER DISTRICT  
GRANT OF EASEMENT

CP SUNSHINE LLC  
PO Box 30508  
Tampa, FL 33630

APN: 0303-175-39

CP SUNSHINE LLC, a Delaware limited liability company, owners of record of the herein described parcel of land, hereinafter called GRANTOR, hereby grant and convey to YUCAIPA VALLEY WATER DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, an easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, and repair water pipelines, conduit, and appurtenances within that certain real property in the City of Yucaipa, County of San Bernardino, State of California, described as follows:

SEE ATTACHED EXHIBITS "A" and "B"

Together with the right of ingress and egress, across, along, over, under, through and within APN 0303-175-39 to access the above referenced easement.

GRANTEE covenants to maintain the easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, his heirs, successors, and assigns, from its use. GRANTEE reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions from the easement and right-of-way. GRANTOR, his heirs, successors, and assigns, covenants that he will not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said easement and right-of-way, any structure other than planters and parking stalls, without first securing permission of the GRANTEE. GRANTOR agrees that GRANTEE, it heirs, successors and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the easement and right-of-way.

GRANTEE understands that GRANTOR may at some time in the future desire to make site improvements that require the new pipeline and this easement be relocated to the easterly property line of Parcel 0303-175-39. GRANTEE, its heirs, successors, and assigns, agrees that if GRANTOR intends to make site improvements, and said site improvements include removal of the existing SCE transformer and transformer enclosure currently located on the easterly property line of Parcel 0303-175-39, then GRANTEE will relocate its pipeline into another 12' wide easement located contiguous to the easterly property line of Parcel 0303-175-39. GRANTEE agrees that it will relocate the pipeline and vacate this easement within 90 days of receiving written notice from GRANTOR that the SCE transformer and transformer enclosure have been removed, and upon receipt from the GRANTOR of a similar 12' wide easement located contiguous to the easterly property line.

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, his heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

The terms and covenants of this easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed on this, the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed: \_\_\_\_\_  
(GRANTOR)

\_\_\_\_\_  
(TITLE)

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

State of California

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal

SEAL

\_\_\_\_\_  
Signature of Notary



**EXHIBIT "A"**

APN: 0303-175-39

**LEGAL DESCRIPTION**

That portion of Parcel 1 of Parcel Map No. 638 as shown by map on file in Book 5 of Parcel Maps at Page 94 thereof, Records of San Bernardino County, California, lying in the City of Yucaipa, County of San Bernardino, State of California, within the southwest quarter of Section 36, Township 1 South, Range 2 West, San Bernardino Meridian, being more particularly described as follows:

**BEGINNING** at the point of intersection of the north right-of-way line of Yucaipa Boulevard (52.00-foot half width) with the east line of said Parcel 1;

Thence North 90°00'00" West, along said north right-of-way line, a distance of 25.00 feet to a line parallel with and distant 25.00 feet west, as measured at right angles to the east line of said Parcel 1;

Thence, departing said north right-of-way line and along said parallel line, North 00°01'32" West, a distance of 71.73 feet;

Thence at a right angle, South 89°58'28" West, departing said parallel line, a distance of 5.00 feet to a line parallel with and distant 30.00 feet, as measured at right angles to the east line of said Parcel 1;

Thence North 00°01'32" West, along said parallel line, a distance of 53.00 feet;

Thence at a right angle, North 89°58'28" East, departing said parallel line, a distance of 18.00 feet to a line parallel with and distant 12.00 feet, west as measured at right angles to the east line of said Parcel 1;

Thence North 00°01'32" West, along said parallel line, a distance of 204.35 feet to the north line of said Parcel 1;

Thence South 89°59'53" East, along the north line of said Parcel 1, a distance of 12.00 feet to the northeast corner thereof;

Thence South 00°01'32" East, along the east line of said Parcel 1, a distance of 329.08 feet to the **POINT OF BEGINNING**.

Contains 5,770.55 square feet, more or less.



**EXHIBIT "A"**

APN: 0303-175-39

**LEGAL DESCRIPTION**  
(Continued)

See Exhibit "B" attached hereto and by this reference made a part hereof.



This description was prepared by me  
or under my direction:

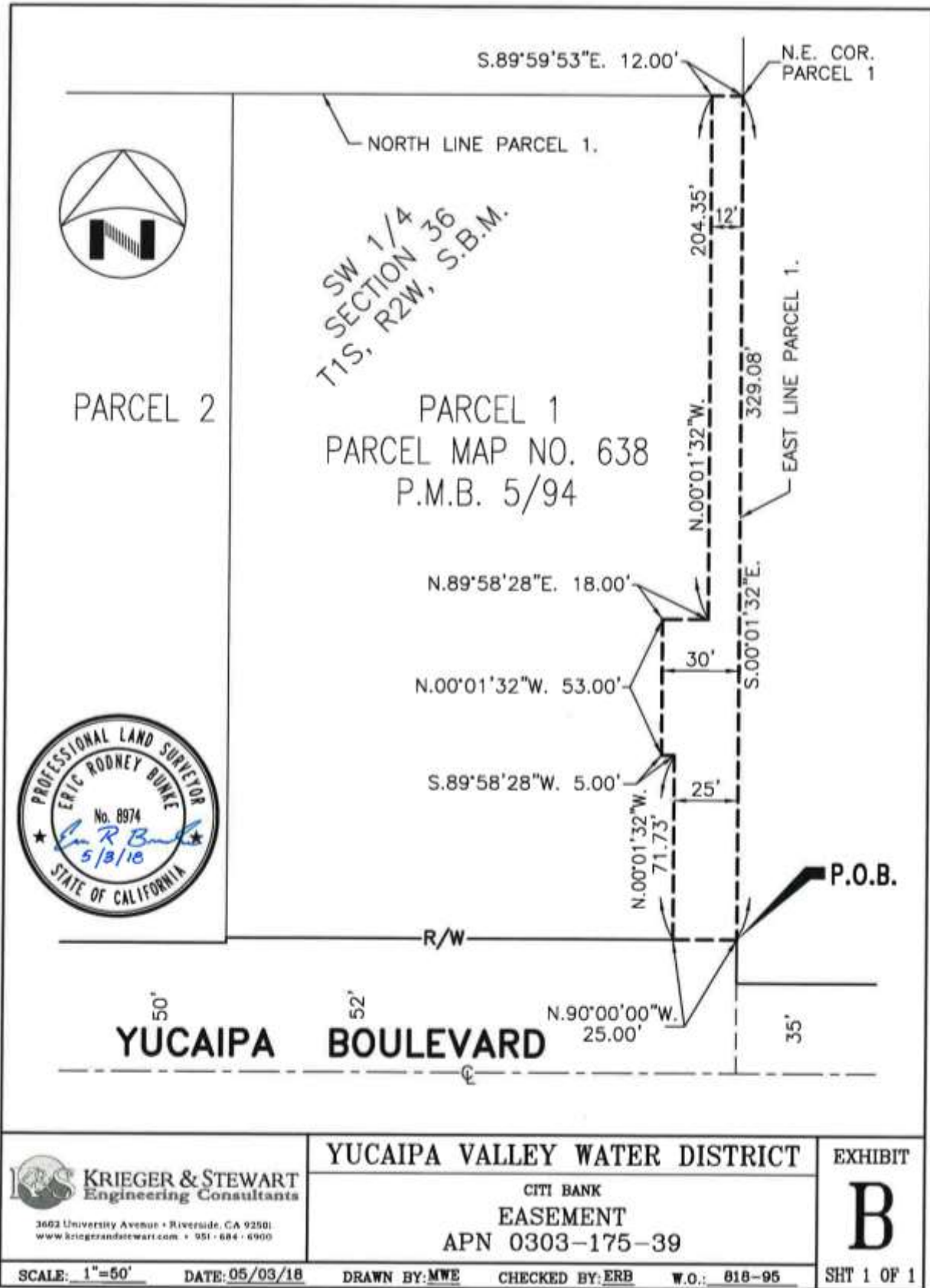
*Eric R. Bunke*

Eric R. Bunke, P.L.S. 8974

Date: MAY 3, 2018

Expiration Date: 09/30/2018

MWE/ERB/lge  
LEGAL/818-95-A-R1  
(5/3/2018)



# Capital Improvement Projects



Yucaipa Valley Water District



**Date:** May 22, 2018

**From:** Dustin Hochreiter, Senior Engineering Technician

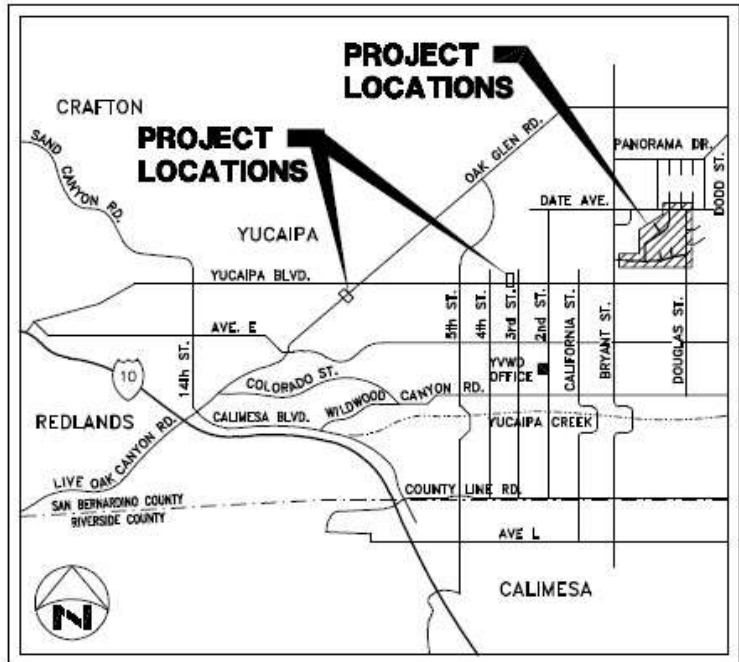
**Subject:** Authorization to Solicit Bids for Douglas Street, Cornell Drive, Auburn Avenue, Citibank / Yucaipa Blvd and Oak Glen Road Replacement Pipelines

The Yucaipa Valley Water District has essentially completed the design and bid package for replacement drinking water pipelines in Douglas Street, Cornell Drive, Auburn Avenue, Citibank and Oak Glen Road.

The proposed pipeline project involves multiple pipeline segments in various locations; approximately 3,820± Linear Feet of 8-inch and 6-inch cement mortar lined ductile iron pipe, including various laterals, valves, appurtenances, and connections.

The construction of 411 linear feet of 6-inch ductile iron pipe in the Citibank / Yucaipa Blvd area and the 3,409 linear feet of 8-inch ductile iron pipe on Auburn Avenue, Cornell Drive, Douglas Street and Oak Glen Road is due to failing infrastructure of the existing distribution system.

This project is categorically exempt from environmental review in accordance with the California Environmental Quality Act Guidelines Section 15301(c).







**Date:** May 22, 2018

**From:** Mike Kostecky, Operations Manager

**Subject:** Consideration of the Installation of Hardscape near Reservoir R-13.1 at the Yucaipa Valley Regional Water Filtration Facility

The District staff is proposing to modify the landscaping around Reservoir R-13.1 to a low maintenance hardscape which will match the existing hardscape on the property. This change will require the purchase of four hundred forty tons of crushed Desert Gold rock for a sum not to exceed \$34,800 and labor to remove the existing vegetation for an amount of \$4,140. This also includes installation of a weed barrier fabric and matching rock at the corner where the District's Recycled Water monument rock now exists.



District staff is asking for your consideration to contract the identified hardscape scope of work at R-13.1 to the District's current contracted landscape company, Pacific Coast Landscape & Design, Inc., for a sum not to exceed \$38,940.

The San Bernardino Valley Municipal Water District is currently providing a rebate of \$1.00 per square foot of turf removed. District staff is working closely with Valley District staff to receive a credit for this replacement landscaping for a sum not to exceed the actual cost.







Pacific Coast Landscape & Design, Inc.  
 P.O. Box 4566  
 Riverside, CA 92514-4566  
 (951)683-2197



# ESTIMATE

ESTIMATE # 1949  
 DATE 04/24/2018  
 EXPIRATION DATE 05/24/2018

**ADDRESS**  
 Yucaipa Valley Water District  
 12770 Second Street  
 Yucaipa, CA 92399

Please detach top portion and return with your payment.

**LOCATION #:** ADDRESS: REQUESTED BY:  
 SITE A 35477 Oak Glen Tim Mackamul

ACTIVITY	QTY	RATE	AMOUNT
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We hereby propose to furnish all labor, materials and equipment for the LANDSCAPE SERVICES requested at 35477 Oak Glen Rd, Yucaipa, CA.

Our proposal is as follows:

\*\*\*\*\*VEGETATION CLEARING & ROCK INSTALLATION\*\*\*\*\*

(Vacant Lot adjacent to storage tank)

Clear all vegetation from lot and dispose of offsite.	1	1,000.00	1,000.00
Fine Grade Approximately 52,000 SF to prep for Rock Installation	52,000	0.05	2,600.00
Install approximately 440 Tons of 3/4" Crushed Desert Gold Rock spread @ 2" Depth (to match existing)	52,000	0.65	33,800.00

\*Includes weed barrier fabric for weed prevention.

\*\*\*\*\*EXISTING ROCK REMOVAL & REPLACEMENT\*\*\*\*\*

Removal of existing rock at corner of lot (Approximately 360 SF)	360	1.50	540.00
Spread approximately 4 Tons of 3/4" Desert Gold Rock @ 2" Depth with Weed Barrier Fabric	4	250.00	1,000.00

Thank you for the opportunity to provide you with our services. We look forward to working with your team on this project.

TOTAL

**\$38,940.00**



**Date:** May 22, 2018

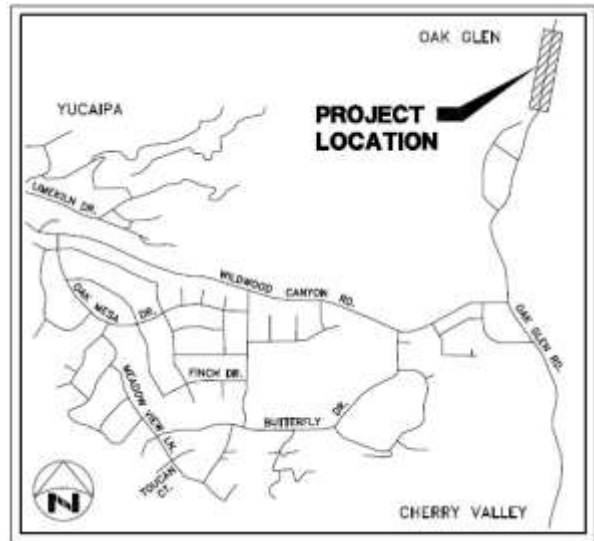
**From:** Chelsie Fogus, Engineering Technician I

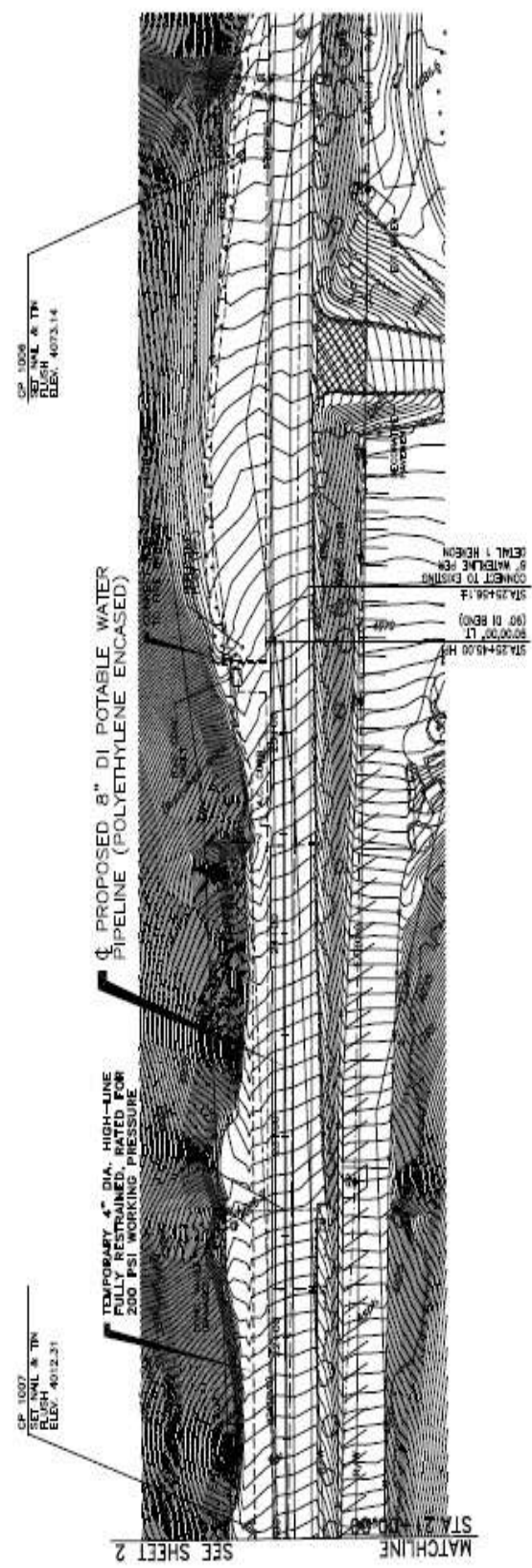
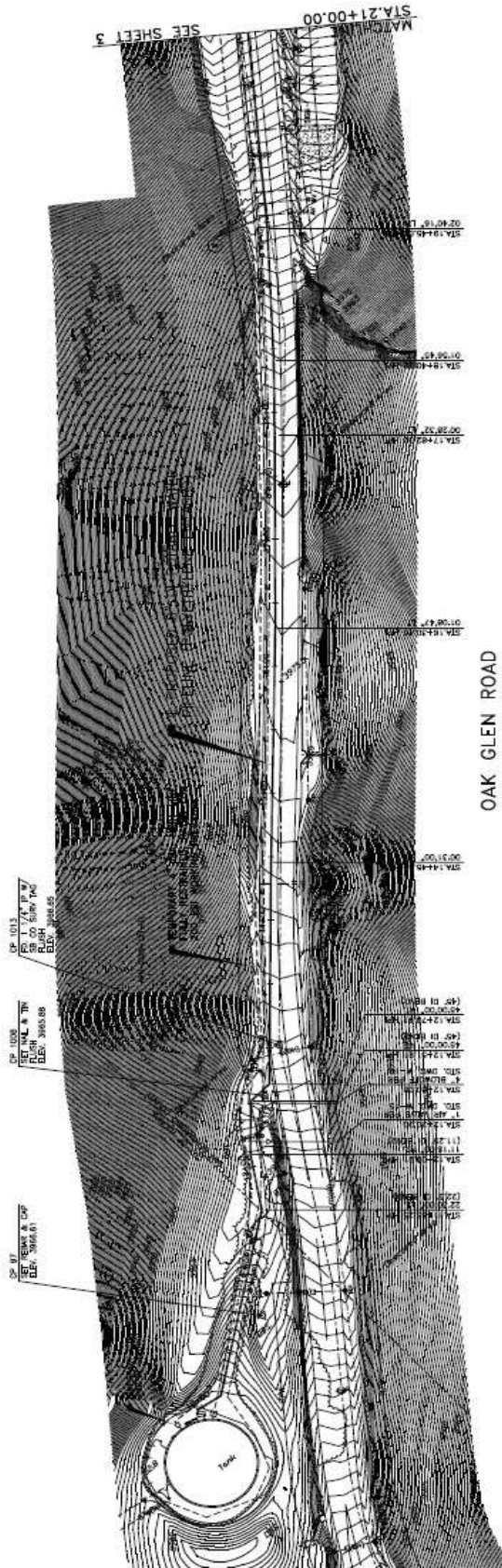
**Subject:** Authorization to Solicit Bids for the Construction of an 8-Inch Drinking Water Pipeline in Oak Glen Road

The Yucaipa Valley Water District has essentially completed the design and bid package for a new 8-inch booster pipeline to be installed in Oak Glen Road.

The proposed pipeline project involves the construction of approximately 1,560 linear feet of 8-inch ductile iron pipe, including valves and appurtenances, and removal and replacement of AC pavement. There will be a temporary 6-inch highline fully restrained rated for 200 PSI working pressure during the construction of the permanent pipeline.

This project is categorically exempt from environmental review in accordance with the California Environmental Quality Act Guidelines Section 15301(c).







**Date:** May 22, 2018  
**From:** Mike Kostelecky, Operations Manager  
**Subject:** Status Report on the Emergency Repairs for Drinking Water Reservoir 17.1.1

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On November 21, 2017, the Board of Directors authorized emergency coating repairs for drinking water reservoir R-17.1.1 with Superior Tank Solutions [Director Memorandum No. 17-108].

On Monday, January 29, 2018, Superior Tank Solutions began repairs. Upon removing the coal tar enamel from the floor, it was evident that the floor needed replacement, not repair. The existing floor consists of numerous welded patches in various sizes and thousands of pits from erosion. This metal has been worn thin and is now a liability to the District. The side shell had approximately ten holes that have since been repaired.

At the board meeting on February 20, 2018, the Board of Directors ratified the authorization for Superior Tank Solutions to proceed with the necessary repair work [Director Memorandum No. 18-033].



The purpose of this agenda item is to provide an update on the status of the repairs and give a timeline for the return of service.

Completed repairs to date:

- Inside coating
- New floor
- New roof hatch and vent
- Influent/effluent pipe welding
- Isolation valve installed
- Chime bands installed
- Filled with water to verify zero loss
- Coating integrity/thickness verified
- Recoat influent/effluent pipe
- Recoat two spots on the floor

On Tuesday, May 15, 2018, a two-foot by two-foot area on the floor was found to be defective. The coating was removed, prepared, and re-applied. Four to seven days at a minimum ambient temperature of 70 degrees Fahrenheit are necessary for curing, resulting in a scheduled coating integrity test on Tuesday, May 22, 2018. If the second re-coating of the area passes the inspection tests, the reservoir will be flushed and disinfected. Two series of bacteriological samples at least 24 hours apart will be collected and sent to the lab to be analyzed. Upon receiving absent results, Drinking Water Reservoir R-17.1.1 will be placed back into service.

# Development Projects



Yucaipa Valley Water District



**Date:** May 22, 2018

**From:** Joseph Zoba, General Manager

**Subject:** Overview of a Proposed Development Agreement with Western Pacific Housing for the Development of 121 lots in Calimesa - Portions of Tract Nos. 26925, 30386, and 30386-1

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At the board workshop meeting on April 10, 2018, the District staff discussed the implementation of the San Geronio Pass Water Agency Supplemental Water Resource Fee for Tract No. 26925 and Tract No. 30386. Based on this discussion, the District staff prepared the attached development agreement and provided the document to Western Pacific Housing / DR Horton for review.



**AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER,  
 AND SEWER SERVICE PORTIONS OF: TRACT NUMBER 26925 (80  
 LOTS); TRACT 30386 (34 LOTS); AND TRACT 30386-1 (7 LOTS) IN  
 THE CITY OF CALIMESA, COUNTY OF RIVERSIDE**

This Agreement is made and effective this \_\_\_<sup>th</sup> day of June 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and Western Pacific Housing, Inc., a Delaware Corporation ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-038	#65-01063
P-65-268	#65-16122

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	Western Pacific Housing, Inc. 2280 Wardlow Circle, #100  Corona, California 92880 Attention: Barbara Murakami, Vice President Telephone: (951) 739-5443

The Developer is anticipated to acquire fee title to and be the owner of the following parcel(s) by August 1, 2018, which is/are the subject of this Agreement and described herein as the "Property":

Tract Number and Lot Numbers	City / County
Tract No. 26925 - Lots 1-27, 45-97 (80 lots) Tract No. 30386 - Lots 1-34 (34 lots) Tract No. 30386-1 - Lots 16-22 (7 lots)	City of Calimesa / Riverside County

**RECITALS**

WHEREAS, the Developer desires to develop its Property situated within the service area of the District as shown on Exhibit A attached hereto and consists of the development of 121 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit B attached hereto; and

WHEREAS, the Developer desires to obtain drinking water service, recycled water service, and sewer 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 Project consists of one hundred twenty-one (121) lots within Tract Nos. 26925, 30386, and 30386-1. The Project is located west of Bryant Street, in Calimesa, California. The Project will receive drinking water service, recycled water service, and sewer service from the District.
- B. Special Conditions.** The following conditions, being contained herein, will be required by the District for the Developer to receive service for the Project.
1. **Project Specific Drinking Water Conditions:** The Project will receive drinking water service from the District. The Developer will design and construct on-site and off-site drinking water infrastructure ("Facilities") pursuant to District approved plans and requirements.
    - a. A 24-inch water conveyance pipeline located in Singleton Road/Bryant Street is required to be completed, tested, made operational, and accepted by the District prior to the issuance of the 61<sup>st</sup> building permit issued pursuant to this Agreement or by May 15, 2019 (See Section B.6.b.ii).
  2. **Project Specific Recycled Water Conditions:** The Project will receive recycled water service from District. The Developer will design and construct on-site and off-site recycled water infrastructure ("Facilities") pursuant to District approved plans and requirements.
    - a. Recycled water service for this project is limited to common areas around the Project site. The residential lots within the Project will not be dual-plumbed.
  3. **Project Specific Sewer Conditions:** The Project will receive sewer service from the District. The Developer will design and construct on-site and off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
    - a. The District has identified sewer mainline deficiencies downstream of the Project within the City of Calimesa. To secure the appropriate funding for the upgrade of these sewer mainline facilities, the Developer shall pay to the District a fee of \$1,500 per Equivalent Dwelling Unit for the construction of upgraded sewer mainline facilities. This fee shall be paid prior to the issuance of building permits.
  4. **Project Specific Stormwater Conditions.** The City of Calimesa and/or the County of Riverside will retain responsibility and authority for stormwater related to the Project. The Developer will provide approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such

plans, specifications and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.

5. Project Specific Conditions. The Developer shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
  - a. The Developer shall provide written confirmation that Western Pacific Housing is the owner of the Property identified on page 1 of this Agreement by August 1, 2018.
  - b. The District will not provide drinking water, recycled water, or sewer service to the Project until the necessary infrastructure is completed and accepted by the District to provide service to each lot.
  - c. Project phases will be coordinated with the District staff.
  - d. The Developer shall provide electronic design drawings of parcels and infrastructure in native file formats consistent with existing District enterprise systems.
  
6. Rates, Fees and Charges. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.
  - a. The Developer shall pay the sustainability fees based on the rates, fees and charges in effect by the San Gorgonio Pass Water Agency for seven acre-feet (7 acre-feet) of imported water prior to the issuance of building permits.
  - b. On September 19, 2017, the Board of Directors adopted Resolution No. 2017-23, "A Resolution of the Yucaipa Valley Water District Establishing the Methodology to Calculate and Collect Facility Capacity Charges Related to the Purchase of Permanent Water Resources for New Development within the Boundary of the San Gorgonio Pass Water Agency and the City of Calimesa" ("SGPWA Water Fee"). This resolution is designed to be amended from time to time with the most recent calculation of the SGPWA Water Fee (superseding Resolution No. 2017-23) paid by the Developer pursuant to the following conditions:
    - i. When applicable, the implementation of the latest calculation of the SGPWA Water Fee shall be based on the consumption of 120 kgal (120,000 gallons) of drinking water per year.
    - ii. The 24-inch water conveyance pipeline to be constructed in Bryant Street / Singleton Road is expected to be made operational by May 15, 2019. In the event the 24-inch water conveyance pipeline is not operational by May 15, 2019, and the Developer seeks to obtain issuance of building permits pursuant to this Agreement, the Developer agrees to pay the SGPWA Water Fee identified in

Section B.6.b. of this Agreement (prior to the issuance of building permits) until the 24-inch water conveyance pipeline is completed, operational and accepted by the District. This paragraph (Section B.6.b.ii.) shall not apply if the 24-inch water conveyance pipeline is completed and accepted by the District prior to May 16, 2019.

- iii. The Developer shall pay to the District the SGPWA Water Fee calculated in Section B.6.b. of this Agreement prior to the issuance of any building permit(s) issued by the City of Calimesa after July 1, 2020.
7. 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.
8. Ownership, Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
9. 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.
10. Annexation. This Project is located within the service area of the District, so an annexation is not required.
11. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
12. 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.
13. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
14. 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 (6<sup>th</sup>) anniversary date of this Agreement; provided, however, that this

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

- a. Immediately, upon receiving written notice that Western Pacific Housing did not purchase of the Property as identified on page 1;
- b. 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
- c. 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: \_\_\_\_\_

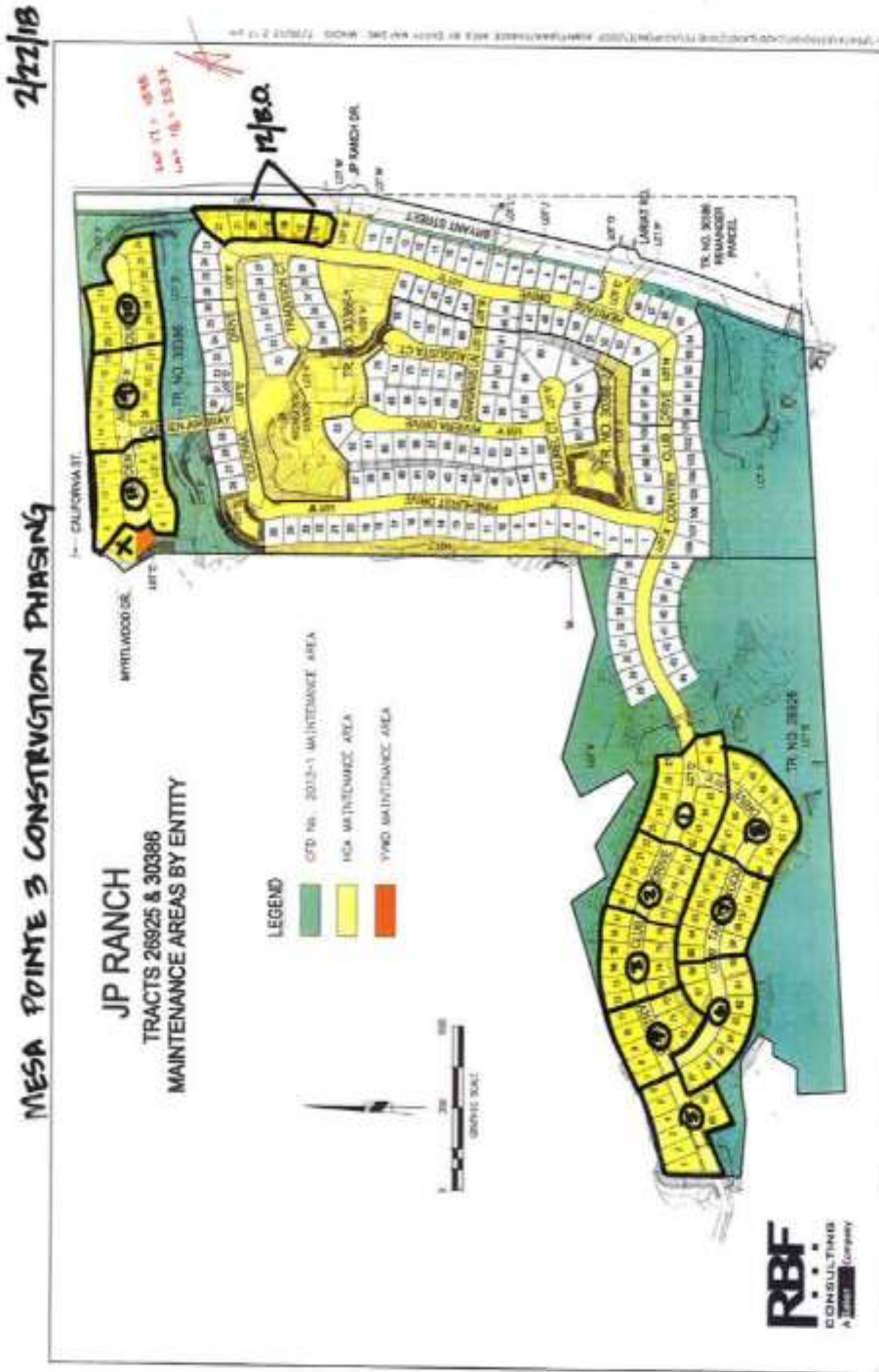
Print Title: \_\_\_\_\_

### Exhibit A - Project Location



Yucaipa Valley Water District  
 Development Agreement No. 2018-08  
 Page 7 of 16

**Exhibit B - Proposed Development Concept**



2/22/18

Mesa Pointe 3 Construction Phasing

## Exhibit C - General Construction Conditions

### DESIGN AND CONSTRUCTION

- A. Licensed Professionals. All work, labor and services performed and provided in connection with, for example, the preparation of surveys and descriptions of real property and rights-of-way, the preparation of construction specifications, plans and drawings, and the construction of all Facilities shall be performed by or under the direction of professionals appropriately licensed by the State of California and in good standing.
- B. Plan Acceptance; Facility Acceptance. Upon its final review and approval of the plans and specifications ("Plans"), the District shall sign the construction drawings ("Approved Plans") indicating such approval ("Plan Acceptance"). Plans are subject to an annual review by the District and modifications will be required by the District to conform to revised construction standards and policies as part of the Plan Acceptance. The Developer shall update and resubmit the Plans for final approval by the District.
1. The Developer shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance or completed modifications required by annual updates. In the event the Developer fails or refuses to obtain the District's Plan Acceptance, the District may refuse, in its sole discretion and without liability to the Developer, to issue its Facility Acceptance (as that term is defined below) as to such Facility when completed.
  2. The Developer shall not deviate from any Approved Plans and/or specifications without the District's prior written approval.
- C. Facility Inspection. All construction work shall be inspected on a timely basis by District personnel and/or by District's consultants at the sole cost of the Developer. The Developer acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Approved Plans, or (ii) standard practices, qualities and standards in the industry, as reasonably determined by the District, shall be replaced, repaired or corrected at Developer's sole cost and expense.
1. In the event the Developer's contractor proposes to work overtime and beyond normal business hours, the Developer shall obtain the District's approval at least 24 hours in advance so that inspection services may be appropriately scheduled. The Developer shall be solely responsible for paying all costs and expenses associated with such inspection services.
  2. The District shall promptly upon request of Developer cause the final inspection of a Facility which Developer indicates is completed. If the District finds such Facilities to have been completed in conformance with the Approved Plans for which a Plan Acceptance has been issued, then District shall issue to Developer its letter ("Facility Acceptance") indicating satisfactory completion of the Facility and District's acceptance thereof. Neither inspection nor issuance of the Facility Acceptance shall constitute a waiver by District of any claims it might have against

Developer for any defects in the work performed, the materials provided, or the Facility constructed arising during the one-year warranty period.

- D. Project Coordination and Designation of Developer's Representative. The Developer shall be solely responsible for coordinating the provision of all work, labor, material and services associated with the planning, design and construction of the Facilities required for the Project.
1. The Developer shall be solely responsible for compliance with all applicable federal, state and local safety rules and regulations, and shall conduct periodic safety conferences as required by law and common sense.
  2. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District. In the event the Developer fails or refuses to conduct any such conference, the District may refuse, in its sole discretion, to accept the Facilities constructed by the Developer.
  3. The District and the Developer hereby designate the individual identified on page 1 of this Agreement as the person who shall have the authority to represent the District and Developer in matters concerning this Agreement. In order to ensure maximum continuity and coordination, the District and Developer agree not to arbitrarily remove or replace the authorized representative, but in the event of a substitution, the substituting Party shall promptly advise the other Party of such substitution, in writing.
- E. District's Right to Complete Facilities. The District is hereby granted the unqualified right to complete, construct or repair all or any portion of the water and/or sewer Facilities, at Developer's sole cost and expense in the event there is a threat to the public's health, safety or welfare.
- F. Construction of Connections to District Facilities. Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials and equipment necessary to construct and install connections between the Developer's Facilities and the District's water, recycled water, and sewer systems. All costs and expenses associated therewith shall be paid by the Developer.
- G. Compliance with Law and District Regulations. The Developer hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, and the District's Rules, Regulations and Policies in effect at the time of construction. The Developer shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule or regulation.
- H. Developer's Warranties. The Developer shall unconditionally guaranty, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary water service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure



continuity of water or sewer service. The District shall notify Developer of such emergency repairs.

- I. **Testing and Disinfection.** Upon approval by the District, the Developer, at its sole cost and expense, shall undertake and satisfactorily complete a testing program, including without limitation, compaction, cleaning, video and air testing, and pressurized and disinfection testing (drinking water Facilities), for all Facilities prior to acceptance by the District.
- J. **Bond Requirements.** The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
  1. **Performance and Warranty Bond.** A performance bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of any and all construction work to be conducted or performed under this Agreement. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than fifty percent (50%) of the total cost of any and all construction performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of acceptance thereof by the District.
  2. **Labor and Materials Payment Bond.** A labor and materials payment bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 9550 and following.
  3. **Miscellaneous Bond Requirements.** All bonds required by this section are subject to the approval as to form and content by the General Manager and District's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.
- K. **Title to Facilities and Right-of-Way.** Provided that the Developer's Facilities are designed and constructed as required hereunder and the District proposes to issue its Facility Acceptance, the Developer shall, concurrently with the District's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the District, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the District. The District may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the District shall assume the responsibility of operating and maintaining the Facilities, subject to the Developer's warranty as provided herein. The Developer acknowledges and agrees that the District shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions imposed by this

Agreement hereunder are satisfied and title to the Facilities has been conveyed and delivered to the District in recordable form.

- L. Risk of Loss. Until such time as acceptance thereof by the District, and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities. In the event Developer believes the loss and/or damages arose from or are related to acts performed by the District, this provision does not preclude Developer's insurance carrier from seeking indemnity and/or reimbursement from the District.
- M. Conditions Precedent to the Provision of Water and Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any water and/or sewer service to the Developer's Property or any part thereof, including model homes, until Facility Acceptance by the District and Developer conveys to the District the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and appurtenant Facilities, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its Rules, Regulations and Policies and shall be comparable in quality of service to that provided all similarly situated customers.

#### FEEES AND CREDITS

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

2. The initial deposit shall be received by the District within 10 business days following the District's approval of this Agreement.
  3. The District shall provide a monthly accounting of how funds were disbursed.
  4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
  5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
  6. Should any unexpended funds remain in the Cash Account upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 60 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the District, the Developer shall pay, when due, the then-current amount of the applicable fee or charge.
- Q. Sustainability Water. The Developer shall pay for the purchase of a quantity of imported water pursuant to the Sustainability Policy adopted by the Board of Directors as a Resolution No. 11-2008 on August 20, 2008, or the latest version with a revised quantity or fee structure. The imported water rate shall be the rate in effect at the time water is secured from the San Bernardino Valley Municipal Water District. Imported water for compliance with the Yucaipa Valley Water District's Sustainability Policy may be pre-paid to lock in the Development Sustainability fee or purchased prior to the issuance of building permits and pay the fee in effect at that time.
- R. San Gorgonio Pass Water Agency Facility Capacity Charges. If the Project is within the service area of the San Gorgonio Pass Water Agency, the Developer will be required to pay the latest San Gorgonio Pass Water Agency Facility Capacity Charge as set forth by District resolution.
- S. District Financial Participation; Credits. The District may agree to participate in certain Facilities for this Project. Any participation or financial contribution to construct the water and/or sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

#### PERMITS AND DOCUMENTATION

- T. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information.

1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.

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

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

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

### INSURANCE AND INDEMNIFICATION

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

Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the performance by Developer of this

Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District. Notwithstanding the foregoing, the Developer shall have no obligation to defend, indemnify or hold harmless the District, its employees, agents or officials from any liability arising, in whole or in part, from the District's intentional and/or negligent acts.

- W. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.
1. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
  2. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.
  3. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees or agents.
  4. The Developer and the District further agree as follows:
    - a. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

- b. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.
- c. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.
- d. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees and agents as a result of such failure.
- e. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

#### MISCELLANEOUS PROVISIONS

- X. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.
- Y. Force Majeure. If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.
- Z. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

- AA. Waiver. No waiver by either Party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.
- BB. Severance. If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.
- CC. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- DD. Water Supply Availability. The District does not guarantee water supply availability and shall not be required to authorize the issuance of grading, building, or occupancy permits during the period of time that the State of California and/or the Board of Directors have declared a water supply reduction of 20% or greater for a specific portion or all of the District's service area.
- EE. Preparation of This Agreement. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.
- FF. Alternative Dispute Resolution. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION

# Administrative Items



Yucaipa Valley Water District





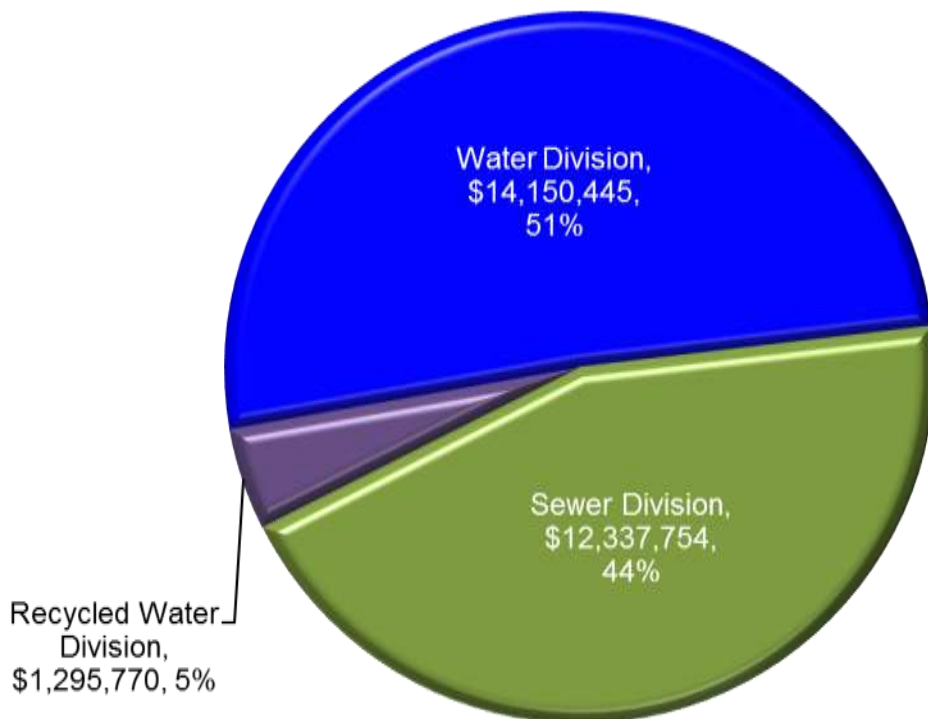
**Date:** May 22, 2018  
**From:** Joseph Zoba, General Manager  
Allison Edmisten, Chief Financial Officer  
**Subject:** Overview of the Operating Budget and Capital Improvement Plan for Fiscal Year 2019

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On Monday, May 14, 2018, the Yucaipa Valley Water District conducted a budget workshop to review the proposed operating budget for next year. During the budget workshop, the District staff provided a detailed overview of each individual line item for the water, sewer, and recycled water enterprise funds of the District.

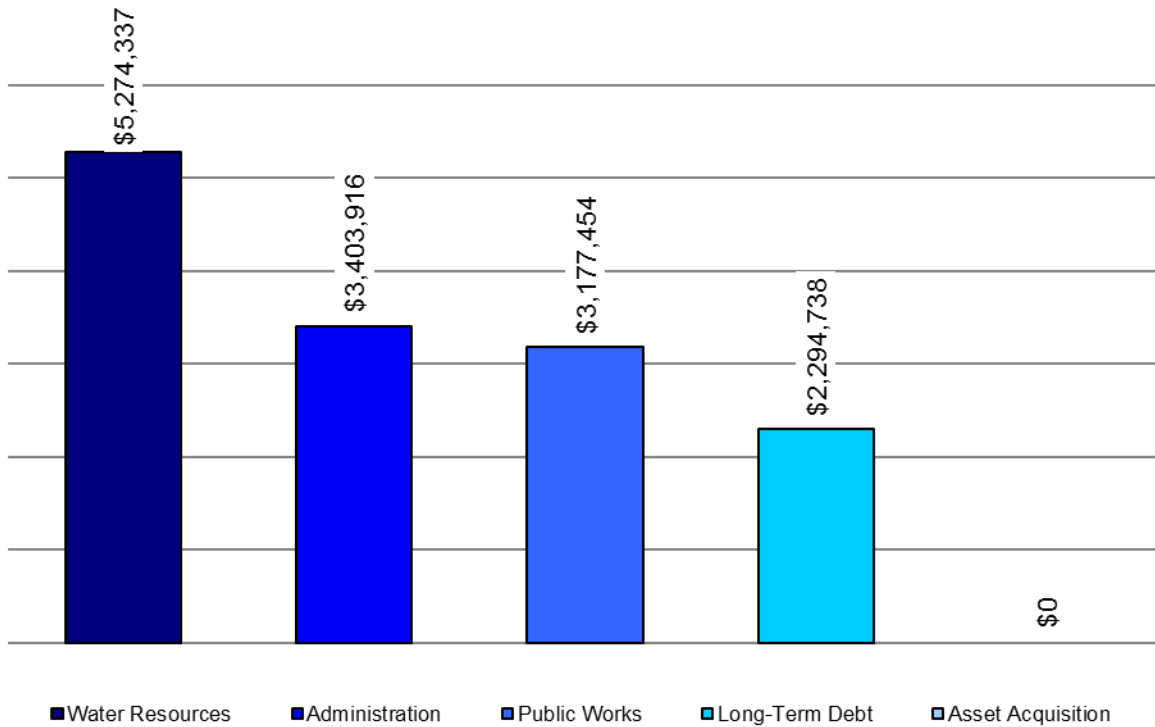
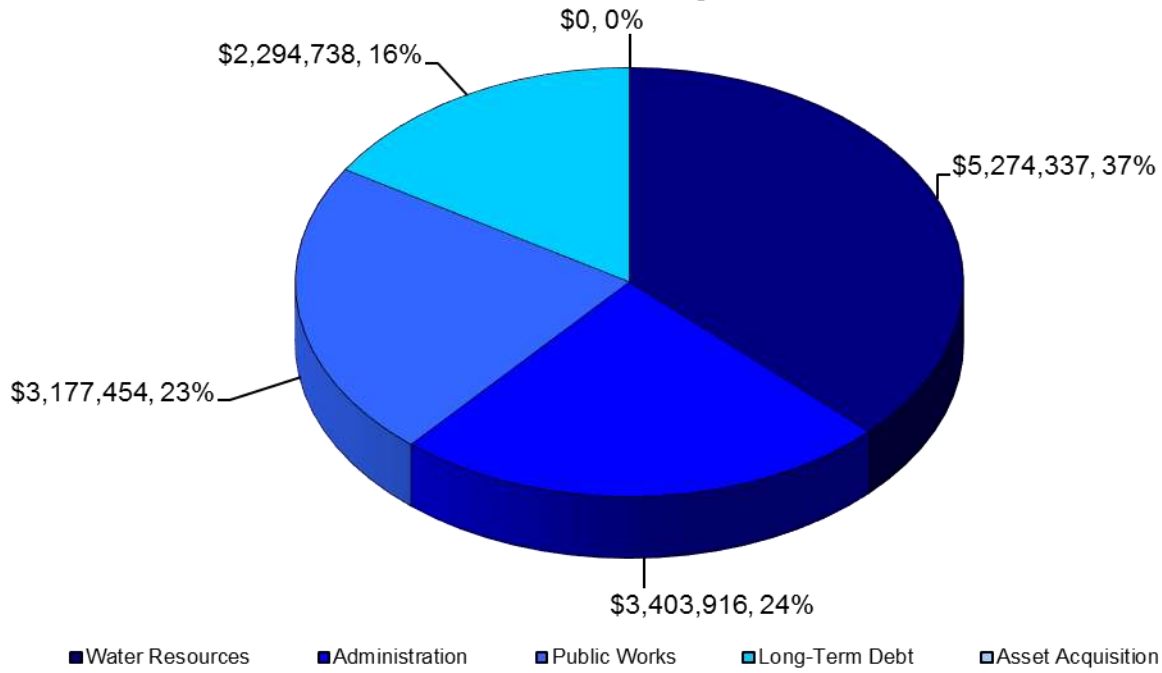
### Budget Overview

The Fiscal Year 2019 operating budget totals \$27,783,969 (excluding capital improvement projects) distinguished by the following three enterprise funds.

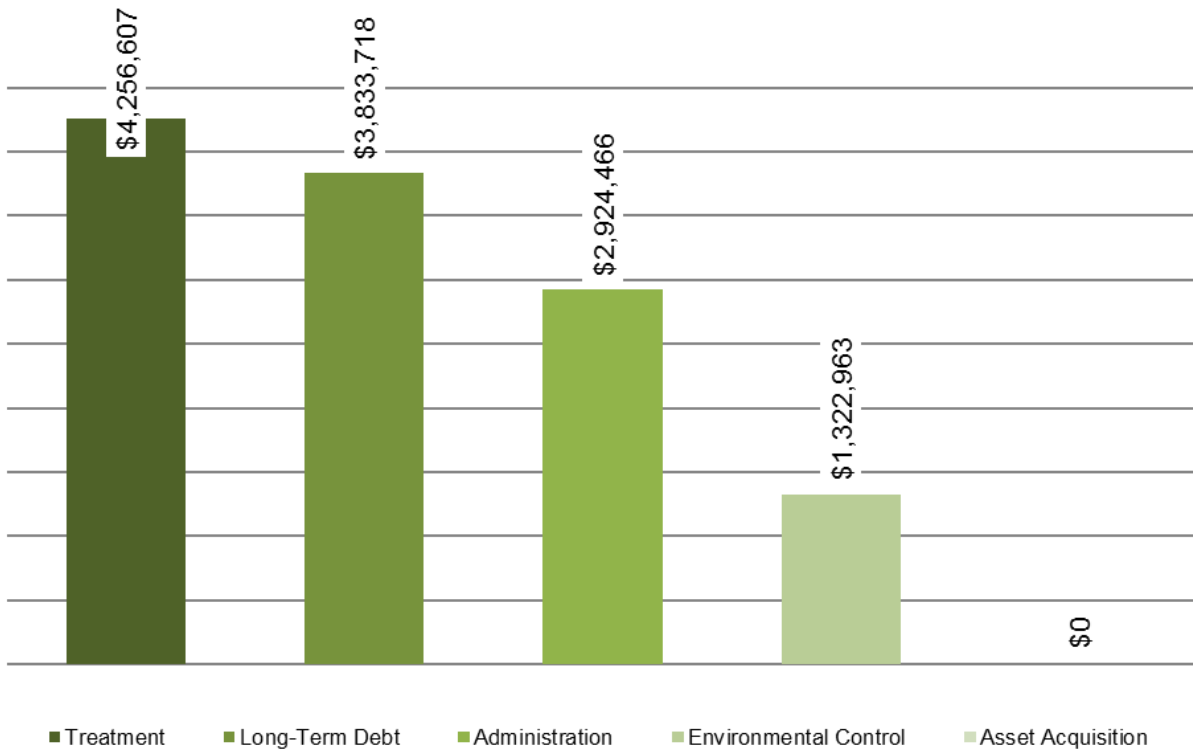
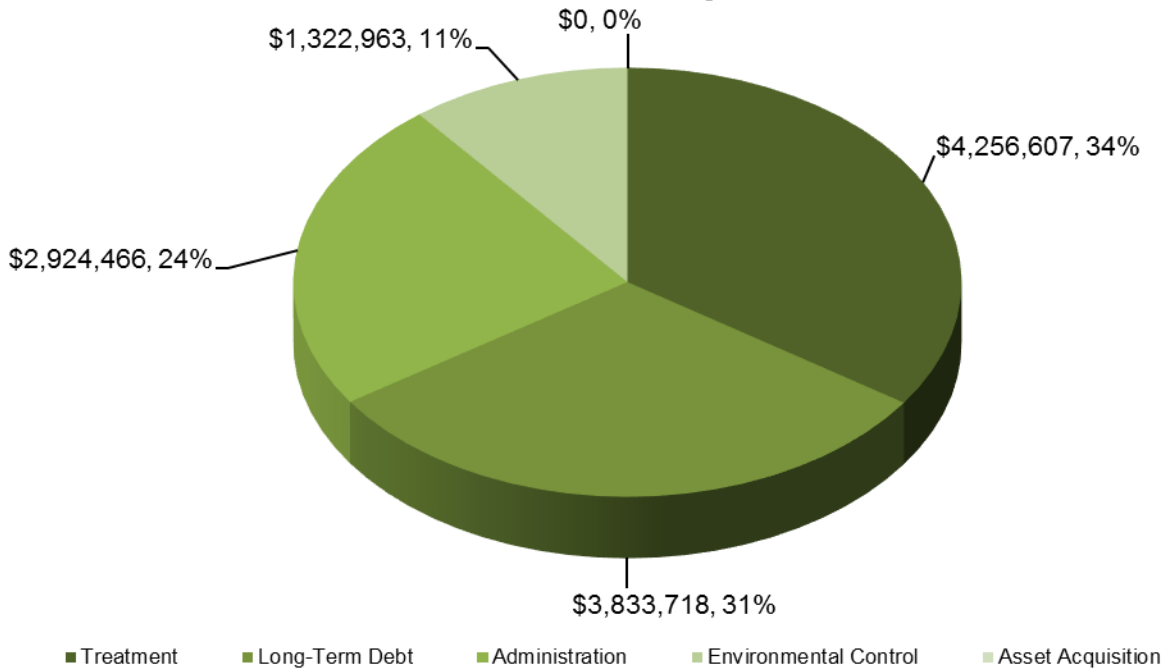


The departmental expenses for each of the enterprise funds are provided below:

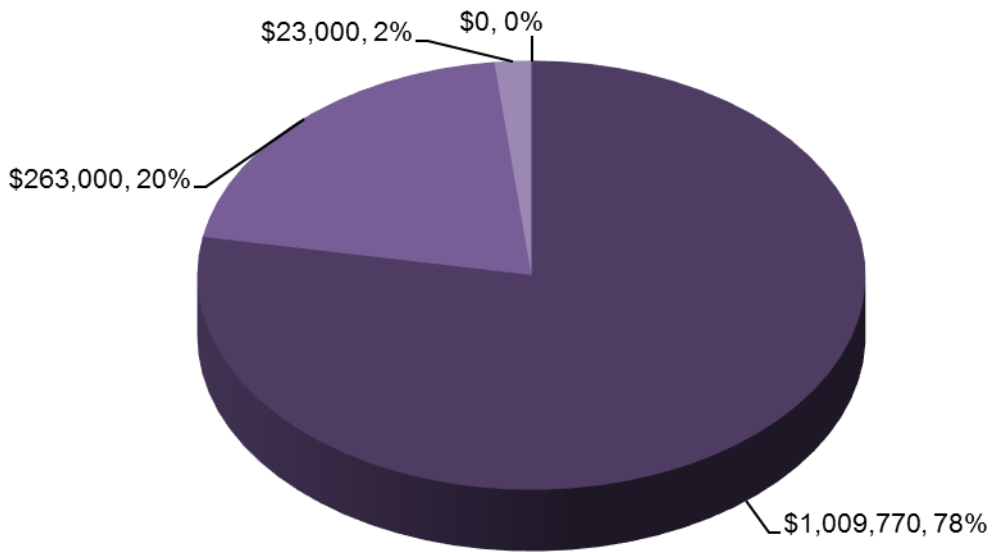
### Water Division Expenditures



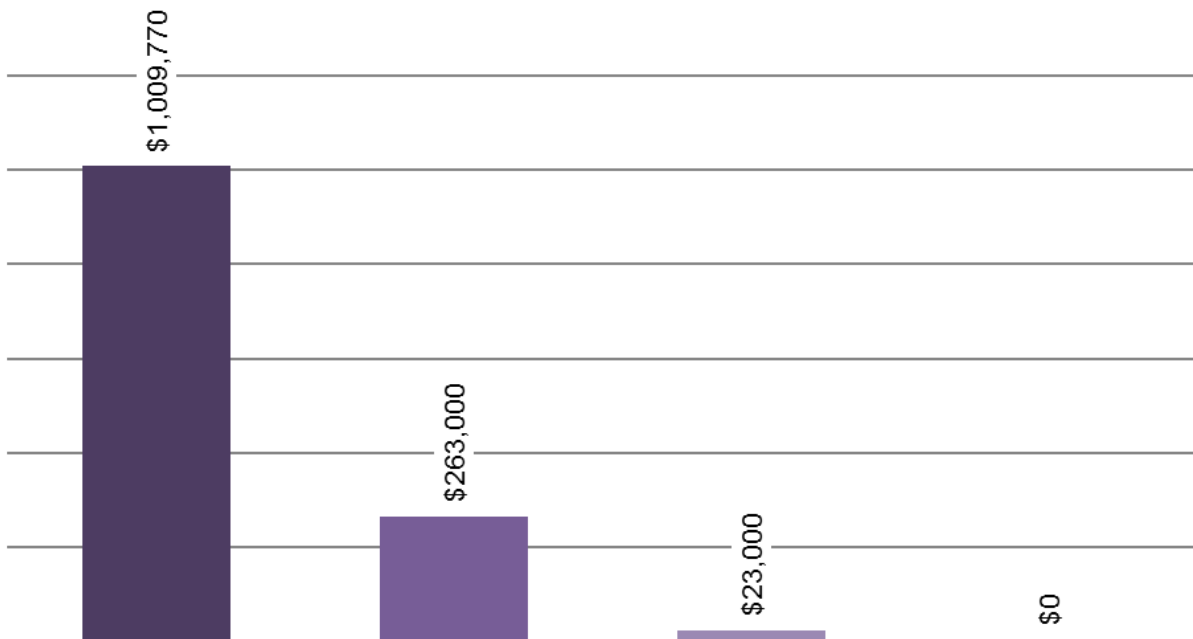
### Sewer Division Expenditures



# Recycled Water Division Expenditures



■ Labor and Benefits ■ Operational Expenses ■ Reserves & Infrastructure Replacement ■ Asset Acquisition



■ Labor and Benefits ■ Operational Expenses ■ Reserves & Infrastructure Replacement ■ Asset Acquisition

## WATER DIVISION BUDGET

### Fiscal Year 2019

OPERATING REVENUE:	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Potable Water - Commodity Charge	02-40010	5,912,971	5,958,445
Construction Water - Commodity Charge	02-40011	20,000	25,000
Imported Water - San Geronio Pass W.A.	02-40012	250,000	250,000
Imported Water - San Bernardino Valley M.W.D.	02-40013	850,000	850,000
Potable Water - Commodity Multi-Unit Discount	02-40014	(100,000)	(110,000)
Water Wholesale Revenue	02-40015	300,000	200,000
Water Service Establishment Fee	02-40016	5,000	5,000
Potable Water - Service Demand Charge	02-41000	3,200,000	3,400,000
Fire Service Standby Fee	02-41001	45,000	45,000
Construction Water - Service Charge	02-41003	15,000	15,000
Potable Water - Service Charge Multi-Unit Discount	02-41005	(135,000)	(135,000)
Unauthorized Use of Water Charges	02-41010	2,000	2,000
Water Meter & Service Installation Charges	02-41110	75,000	50,000
Fire Flow Measurements & Reports	02-41112	3,500	4,500
Disconnection and Reconnection Charges	02-41113	125,000	100,000
Delinquent Payment Charges	02-41121	125,000	135,000
Management & Accounting Services	02-42123	189,000	202,500
Bad Debt Write-Off & Recovery	02-42124	(20,000)	(20,000)
<b>Total Operating Revenue</b>		10,862,471	10,977,445
<b>NON-OPERATING REVENUE:</b>			
Transfer - Reserve Fund to Asset Acquisition		-	-
Transfer - Dev. Impact Fees to 2004A Debt Service		-	-
Transfer - Rate Stabilization Fund to Water Division		-	-
Interest Earned	02-43010	62,000	85,000
Property Tax-Unsecured	02-43110	115,000	80,000
Property Tax-Secured	02-43120	2,600,000	2,700,000
Tax Collection-Prior	02-43130	25,000	25,000
Other Taxes	02-43140	170,000	180,000
Rental Income - Water Stock	02-49110	1,700	3,000
Miscellaneous Non-Operating Revenue	02-49150	100,000	100,000
<b>Total Non-Operating Revenue</b>		3,073,700	3,173,000
<b>TOTAL WATER REVENUE</b>		<b>13,936,171</b>	<b>14,150,445</b>
<b>OPERATING EXPENSE</b>			
Water Resource Department		5,370,600	5,274,337
Public Works Department		2,550,488	3,177,454
Administration Department		3,719,418	3,403,916
Long-Term Debt Obligations		2,295,665	2,294,738
Asset Acquisition		-	-
<b>Total Operating Expense</b>		13,936,171	14,150,445
<b>TOTAL WATER EXPENSES</b>		<b>13,936,171</b>	<b>14,150,445</b>

## WATER DIVISION BUDGET

### Fiscal Year 2019

WATER RESOURCE DEPARTMENT	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Labor	02-5-01-50010	832,563	997,976
Benefits	02-5-01-500xx	399,337	501,361
Repair & Maintenance - Structures	02-5-01-51003	525,000	319,000
Repair & Maintenance - Valves	02-5-01-51011	30,000	20,000
General Supplies & Expenses	02-5-01-51140	2,500	2,000
Power Purchases	02-5-01-51210	1,400,000	1,394,000
Electricity and Fuel	02-5-01-51211	5,000	5,000
Imported Water Purchases	02-5-01-51316	1,206,200	1,200,000
Licenses & Permits	02-5-01-54019	70,000	70,000
Laboratory Services	02-5-01-54110	50,000	65,000
Operation, Repair & Maintenance - YVRWFF	02-5-01-57040	850,000	700,000
<b>Sub-Total Water Resource Department</b>		<b>5,370,600</b>	<b>5,274,337</b>
<b>PUBLIC WORKS DEPARTMENT</b>			
Labor	02-5-03-50010	1,003,049	1,650,107
Benefits	02-5-03-500xx	757,180	888,847
Repair & Maintenance - Vehicles & Equipment	02-5-03-51001	230,000	200,000
Repair & Maintenance - Valves	02-5-03-51011	10,000	10,000
Repair & Maintenance - Pipelines	02-5-03-51010	225,000	225,000
Repair & Maintenance - Service Lines	02-5-03-51021	175,000	96,000
Repair & Maintenance - Fire Hydrants	02-5-03-51022	40,000	25,000
Repair & Maintenance - Water Meters	02-5-03-51030	75,000	50,000
Fire Flow Testing	02-5-03-51031	28,259	30,000
General Supplies & Expenses	02-5-03-51140	7,000	2,500
<b>Sub-Total Utility Services Department</b>		<b>2,550,488</b>	<b>3,177,454</b>

## WATER DIVISION BUDGET

### Fiscal Year 2019

ADMINISTRATIVE SERVICES DEPARTMENT	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Labor	02-5-06-50010	542,038	602,359
Director Fees	02-5-06-50012	22,500	25,000
Benefits	02-5-06-500xx	437,080	291,857
Repair & Maintenance - Structures	02-5-06-51003	195,000	30,000
Safety Equipment & Supplies	02-5-06-51120	25,000	25,000
Petroleum Products	02-5-06-51125	106,000	105,000
Office Supplies	02-5-06-51130	30,000	35,000
General Supplies & Expenses	02-5-06-51140	54,000	35,000
Electricity	02-5-06-51211	60,000	65,000
Natural Gas	02-5-06-51213	3,000	1,500
Dues & Subscriptions	02-5-06-54002	16,500	16,500
Computer Expenses	02-5-06-54005	125,000	100,000
Postage	02-5-06-54010	3,500	4,200
Printing & Publications	02-5-06-54011	-	-
Education & Training	02-5-06-54012	15,000	15,000
Utility Billing Expenses	02-5-06-54013	180,000	150,000
Public Relations	02-5-06-54014	50,000	25,000
Travel Related Expenses	02-5-06-54016	15,000	8,000
Certifications & Renewals	02-5-06-54017	7,000	8,000
Meeting Related Expenses	02-5-06-54020	6,000	8,000
Utilities - YVWD Services	02-5-06-54022	50,000	60,000
Waste Disposal	02-5-06-54024	2,500	2,500
Telephone	02-5-06-54025	45,000	45,000
Conservation & Rebates	02-5-06-54099	22,800	30,000
Contractual Services	02-5-06-54104	130,000	100,000
Legal	02-5-06-54107	60,500	50,000
Audit & Accounting	02-5-06-54108	16,000	12,000
Professional Fees	02-5-06-54109	165,000	190,000
Reserve Funds	02-5-06-55500	200,000	200,000
Water Infrastructure Replacement	02-5-06-xxxxx	1,000,000	1,000,000
Insurance	02-5-06-56001	100,000	100,000
Regulatory Compliance	02-5-06-57030	7,000	15,000
Election Related Expenses	02-5-06-57090	-	5,000
Baumont Basin Watermaster	02-5-06-57096	28,000	44,000
<b>Sub-Total Administration Department</b>		<b>3,719,418</b>	<b>3,403,916</b>
LONG-TERM DEBT	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Debt Service - Series 2004A Principal	02-5-40-57201	1,670,000	1,115,000
Debt Service - Series 2004A Interest	02-5-40-57402	625,665	1,179,738
Rate Stabilization Fund	02-5-40-57806	-	-
<b>Sub-Total Long-Term Debt</b>		<b>2,295,665</b>	<b>2,294,738</b>
ASSET ACQUISITION	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Water Department	02-5-40-57001	-	-
Utility Services Department	02-5-40-57003	-	-
Administration	02-5-40-57006	-	-
<b>Sub-Total Asset Acquisition</b>		<b>-</b>	<b>-</b>

## SEWER DIVISION BUDGET

### Fiscal Year 2019

OPERATING REVENUE:	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Sewer Service Establishment Fee	03-40016	500	500
Sewer Service Demand Charge	03-41000	11,890,265	12,116,254
Sewer Service Demand - Multi-User Discount	03-41005	(200,000)	(200,000)
Sewer Lateral Installation	03-41110	2,500	2,500
Septage Pumping	03-41116	-	-
Penalty Late Charges	03-41121	129,925	135,000
Revenue-Other, Operating	03-42122	1,950	2,000
Bad Debt Write-Off & Recovery	03-41124	(15,000)	(15,000)
Front Footage Fees	03-41131	30,000	30,000
<b>Total Operating Revenue</b>		<b>11,840,140</b>	<b>12,071,254</b>
NON-OPERATING REVENUE:			
Reserve Fund Transfer - Asset Acquisition		-	-
Reserve Fund Transfer - Operational Expenses		-	-
Rate Stabilization Fund Transfer In		-	-
Interest Earned	03-43010	59,000	95,000
Property Tax-Unsecured	03-43110	50,000	50,000
Property Tax-Secured	03-43120	175,000	100,000
Tax Collection-Prior	03-43130	10,000	10,000
Other Taxes	03-43140	1,500	1,500
Misc. Non-Operating Revenue	03-49150	-	10,000
<b>Total Non-Operating Revenue</b>		<b>295,500</b>	<b>266,500</b>
<b>TOTAL SEWER REVENUE</b>		<b>12,135,640</b>	<b>12,337,754</b>
OPERATING EXPENSE			
Treatment		3,930,743	4,256,607
Administration		3,246,153	2,924,466
Environmental Control		1,124,463	1,322,963
Debt Service		3,834,281	3,833,718
Asset Acquisition		-	-
<b>Total Operating Expense</b>		<b>12,135,640</b>	<b>12,337,754</b>
<b>TOTAL SEWER EXPENSES</b>		<b>12,135,640</b>	<b>12,337,754</b>



## SEWER DIVISION BUDGET

### Fiscal Year 2019

TREATMENT	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Labor	03-5-02-50010	878,548	1,170,711
Benefits	03-5-02-500xx	405,495	577,896
Repair and Maintenance - Structures	03-5-02-51003	483,200	300,000
Automation Control	03-5-02-51010	80,000	70,000
Chemicals	03-5-02-51106	586,000	600,000
Propane	03-5-02-51111	10,000	1,000
Laboratory Supplies	03-5-02-51115	34,500	35,000
General Supplies & Expenses	03-5-02-51140	3,000	2,000
Utilities-Power Purchases	03-5-02-51210	800,000	800,000
Laboratory Services	03-5-02-54110	100,000	85,000
Sludge Disposal	03-5-02-57031	250,000	230,000
Brineline Operating Expenses	03-5-02-57034	300,000	385,000
	<b>Sub-total Treatment</b>	<b>3,930,743</b>	<b>4,256,607</b>
<b>ADMINISTRATION</b>			
Labor	03-5-06-50010	557,579	602,359
Directors Fees	03-5-06-50012	22,500	25,000
Benefits	03-5-06-500xx	395,074	286,857
Safety Equipment	03-5-06-51120	10,000	5,500
Petroleum Products	03-5-06-51125	20,000	18,000
Office Supplies	03-5-06-51130	4,000	10,000
General Supplies & Expenses	03-5-06-51140	25,000	30,000
Dues & Subscriptions	03-5-06-54002	10,000	9,000
Management & Accounting Services	03-5-06-54003	189,000	202,500
Computer Expenses	03-5-06-54005	100,000	100,000
Printing & Publications	03-5-06-54011	-	-
Education & Training	03-5-06-54012	9,000	15,000
Public Relations	03-5-06-54014	50,000	25,000
Travel Related Expenses	03-5-06-54016	17,000	10,000
Certifications & Renewals	03-5-06-54017	7,500	7,500
Licenses & Permits	03-5-06-54019	67,500	65,000
Meeting Related Expenses	03-5-06-54020	5,000	5,000
YVWD Services	03-5-06-54022	2,000	1,500
Waste Disposal	03-5-06-54024	13,000	13,000
Telephone	03-5-06-54025	30,000	45,000
Drinking Water	03-5-06-54030	1,000	1,250
Contractual Services	03-5-06-54104	70,000	50,000
Legal	03-5-06-54107	45,000	45,000
Audit & Accounting	03-5-06-54108	16,000	12,000
Professional Fees	03-5-06-54109	225,000	175,000
Reserve Funds	03-5-06-55500	500,000	500,000
Sewer Infrastructure Replacement	03-5-06-xxxxx	700,000	500,000
Insurance	03-5-06-56001	100,000	115,000
Regulatory Compliance	03-5-06-57030	55,000	50,000
	<b>Sub-Total Administration</b>	<b>3,246,153</b>	<b>2,924,466</b>

## SEWER DIVISION BUDGET

### Fiscal Year 2019

ENVIRONMENTAL CONTROL	G/L Number	Modified Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Labor	03-5-07-50011	424,161	614,646
Benefits	03-5-07-500xx	272,302	326,817
Repair and Maintenance - Structures	03-5-07-51003	225,000	225,000
General Supplies & Expenses	03-5-07-51140	1,000	1,000
Lift Station No. 1	03-5-07-51241	65,000	55,000
Lift Station No. 2	03-5-07-51242	20,000	14,000
Lift Station No. 3	03-5-07-51243	12,000	9,000
Lift Station No. 4	03-5-07-51244	32,000	14,500
Lift Station No. 8	03-5-07-51248	7,000	3,000
Pretreatment	03-5-07-54111	66,000	60,000
<b>Sub-Total Environmental Control</b>		<b>1,124,463</b>	<b>1,322,963</b>
<b>LONG-TERM DEBT</b>			
Debt Service - Principal WRWRF Project	03-5-40-57202	2,199,524	2,252,312
Debt Service - Principal Brineline Project	03-5-40-57203	423,936	435,383
Debt Service - Principal WISE Project	03-5-40-57204	130,782	133,659
Debt Service - Principal R-10.3 Project	03-5-40-57205	38,318	39,161
Debt Service - Principal Crow Street & B-12.1	03-5-40-57206	15,014	15,330
Debt Service - Interest	03-5-40-57403	1,026,707	957,873
Debt Service - Rate Stabilization Fund	57006.03.06	-	-
<b>Sub-Total Long-Term Debt</b>		<b>3,834,281</b>	<b>3,833,718</b>
<b>ASSET ACQUISITION</b>			
Sewer Treatment Department	03-5-40-57002	-	-
Sewer Administration Department	03-5-40-57006	-	-
Environmental Control Department	03-5-40-57007	-	-
<b>Sub-Total Asset Acquisition</b>		<b>-</b>	<b>-</b>

## RECYCLED WATER DIVISION

### Fiscal Year 2019

OPERATING REVENUE:	<u>G/L Number</u>	<u>Adopted Budget Fiscal Year 2018</u>	<u>Adopted Budget Fiscal Year 2019</u>
Recycled Water - Commodity Charge	04-40010	565,795	696,770
Construction Recycled Water - Commodity Chrg	04-40011	20,000	65,000
Recycled Water - Service Demand Charge	04-41000	60,000	85,000
Construction Recycled Water - Service Charge	04-41003	5,000	5,000
Meter/Lateral Installation	04-41110	15,000	45,000
Delinquent Payment Charges	04-41121	1,000	5,000
Revenue-Other, Operating	04-41122	500	500
	<b>Total Operating Revenue</b>	<b>667,295</b>	<b>902,270</b>
NON-OPERATING REVENUE:			
Transfer - Reserve Fund	--	-	-
Interest Earned	04-43010	13,000	20,000
Property Tax-Unsecured	04-43110	10,000	10,000
Property Tax-Secured	04-43120	110,000	350,000
Tax Collection-Prior	04-43130	10,000	10,000
Other Taxes	04-43140	2,500	2,500
Misc. Non-Operating Revenue	04-49150	1,000	1,000
	<b>Total Non-Operating Revenue</b>	<b>146,500</b>	<b>393,500</b>
<b>TOTAL RECYCLED WATER REVENUE</b>		<b>813,795</b>	<b>1,295,770</b>

## RECYCLED WATER DIVISION

### Fiscal Year 2019

OPERATING EXPENSES	G/L Number	Adopted Budget Fiscal Year 2018	Adopted Budget Fiscal Year 2019
Labor - Recycled Water	04-5-06-50010	343,507	677,931
Director Fees	04-5-06-50012	5,000	5,000
Benefits - Recycled Water	04-5-06-500xx	91,138	326,839
R&M - Structures	04-5-06-51003	25,000	34,000
R&M - Valves	04-5-06-51011	5,000	5,000
R&M - Pipelines	04-5-06-51020	5,000	2,500
R&M - Service Lines	04-5-06-51021	15,000	2,500
R&M - Fire Hydrants	04-5-06-51022	1,000	1,000
R&M - Meters	04-5-06-51030	4,000	10,000
R&M - Backflow	04-5-06-51031	5,000	2,500
General Supplies and Expenses	04-5-06-51140	8,500	5,000
Utilities - Power Purchases	04-5-06-51210	70,000	70,000
Dues & Subscriptions	04-5-06-54002	4,000	1,500
Computer Expense	04-5-06-54005	14,000	5,000
Printing & Publications	04-5-06-54011	-	-
Education & Training	04-5-06-54012	5,000	4,000
Public Relations	04-5-06-54014	2,000	6,500
Travel Related Expenses	04-5-06-54016	6,500	2,500
Certifications & Renewals	04-5-06-54017	2,000	1,000
Licenses & Permits	04-5-06-54019	20,000	10,000
Meeting Related Expenses	04-5-06-54020	2,500	1,500
Utilities - YVWD Services	04-5-06-54022	25,000	30,000
Telephone	04-5-06-54025	1,500	2,000
Contractual Services	04-5-06-54104	8,400	5,000
Legal	04-5-06-54107	1,250	1,500
Audit & Accounting	04-5-06-54108	2,500	2,500
Professional Services	04-5-06-54109	61,000	10,000
Laboratory Services	04-5-06-54110	-	-
Reserve Funds	04-5-06-55500	8,000	8,000
Recycled Water Infrastructure Replacement	04-5-06-xxxxx	25,000	15,000
Insurance	04-5-06-56001	20,000	20,000
Regulatory Compliance	04-5-06-57030	25,000	25,000
Environmental Compliance	04-5-06-57040	2,000	2,500
<b>Total Operating Expense</b>		<b>813,795</b>	<b>1,295,770</b>
<b>TOTAL RECYCLED WATER EXPENSES</b>		<b>813,795</b>	<b>1,295,770</b>



**Date:** May 22, 2018  
**From:** Joseph Zoba, General Manager  
**Subject:** Rental of Bear Valley Mutual Water Company Stock Shares for the 2018 Irrigation Season

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The Yucaipa Valley Water District has 588 shares of Bear Valley stock that will not be utilized this year. Based on inquiries received about the rental of our water shares during the 2018 irrigation season, the District staff recommends renting the shares of stock for this calendar year to the following parties:

- Camp Morning Star - 75 shares; and
- Larry Jacinto - 445 shares.

The rental of these shares is a good example of the assistance and cooperation that exists between local water agencies, mutual water companies, and customers to facilitate reasonable water management policies in the region.



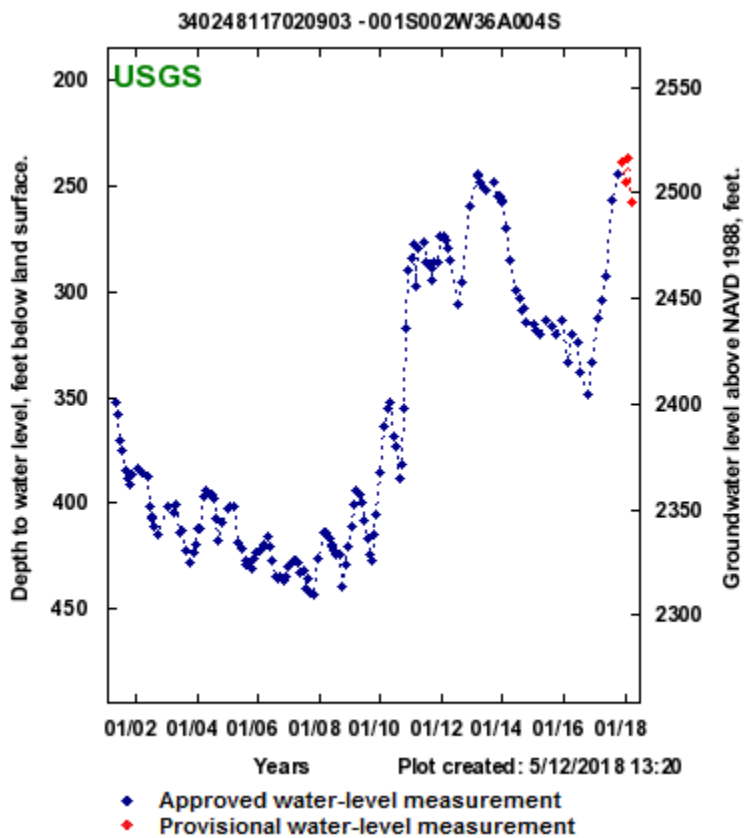
**Date:** May 22, 2018

**From:** Jennifer Ares, Water Resource Manager

**Subject:** Review of Amendment No. 3 to the Contract with RMC / Woodard & Curran for the Title 22 Engineering Report for Indirect Potable Reuse Project – Wilson Creek Spreading Basins

The District has been actively recharging imported water at the Wilson Creek Spreading Basins for several years. This recharge strategy has resulted in increased water stored in the Gateway Groundwater Basin, which is the groundwater basin located immediately below the Wilson Creek recharge facilities.

To further increase the amount of water recharged at this location, the Board of Directors approved a series of technical studies that are required by the State of California prior to the recharge of recycled water into the groundwater supply [Director Memorandum No. 15-010]. A computer model has been designed to predict the travel time and underflow characteristics for water molecules added to the Wilson Creek Spreading Basins.



The next step in the process is the preparation of the Title 22 Engineering Report for the Recycled Water Groundwater Recharge. The attached contract amendment includes the additional compilation of the Title 22 Engineering Report along with additional biological studies, comment letters, and the incorporation of the State Water Project recharge annual maintenance activities.

Financial Considerations:

Funding for this project will be from the Recycled Water Fund [GL Account #04-5-06-54109]. This Amendment was not included in the 2017-18 budget, however, there is sufficient funding available in the reserve fund listed above.



National Experience. Local Focus.

May 7, 2018

Mr. Joseph Zoba  
Yucaipa Valley Water District  
12770 Second Street  
Yucaipa, CA 92399-0730

**Subject: Proposed Amendment No. 3 to “Title 22 Engineering Report for Indirect Potable Reuse Project – Wilson Creek Spreading Basins”**

Dear Mr. Zoba,

In accordance with our recent communications, Woodard & Curran, Inc.<sup>1</sup> is submitting this request to amend our contract with Yucaipa Valley Water District (YVWD/District) for the preparation of the Title 22 Engineering Report for the Wilson Creek Spreading Basins (Project). This proposal describes the changes requested to Woodard & Curran’s scope of work (see Exhibit A), schedule, and fee (see Exhibit B), which are required due to the following changes to the Project tasks:

- Increased scope of work for the preparation of the Title 22 Engineering Report: due to Woodard & Curran taking the lead on completing the six (6) full report sections and three (3) partial report sections that were previously anticipated to be prepared by the District.
- Schedule extension beyond the 12-month project duration anticipated in our August 2015 proposal for the Project. Due to several factors that have impacted the schedule (e.g., activities for the validation testing of the District’s UV disinfection system), the schedule has been extended by many months. This has resulted in additional project management charges and additional project meetings.
- Increased coordination activities with other entities collaborating on the project (e.g., review and coordination with Geoscience for revisions to their report), stakeholders, and regulators.
- Additional effort to respond to comments for the Project’s draft mitigated negative declaration (MND) under the California Environmental Quality Act (CEQA).
- Support of District staff in preparing a notification to California Department of Fish & Wildlife (CDFW) under the Streambed Alteration Agreement Program.

Please do not hesitate to contact me on my cell phone (714.292.6488) or via email ([sgoldman@woodardcurran.com](mailto:sgoldman@woodardcurran.com)) if you have any questions about this amendment request.

Sincerely,

Scott Goldman, P.E., BCEE | Principal

<sup>1</sup> RMC Water and Environment is a wholly owned subsidiary of Woodard & Curran, Inc.

## Exhibit A

### Scope of Work

#### Amendment No. 3 to Title 22 Engineering Report for Indirect Potable Reuse Project – Wilson Creek Spreading Basins

The following presents the scope of work for Woodard & Curran under this amendment:

#### **Task 1: Engineering Report – Additional Services**

Woodard & Curran will assist the District to prepare a Draft Title 22 Engineering Report that outlines the design criteria, treatment process parameters, and projected effluent quality for the District's Groundwater Recharge project. The format of the report will follow California Division of Drinking Water guidelines. The purpose of the report is to demonstrate to DDW that the planned recycled water infrastructure complies with Title 22 requirements for groundwater recharge using recycled water. Woodard & Curran would act as the lead entity to compile the various sections to produce a complete Report that meets the requirements of Title 22.

#### **Deliverables**

- Draft Title 22 Engineering Report for DDW Review (Word and PDF files).

#### **Task 2: Permit Applications – Additional Services**

Woodard & Curran will prepare a permit application with the submittal of the draft Engineering Report to DDW. This task will also include up to two teleconferences with DDW staff for the following purposes:

- To discuss changes to the project description and scope of the draft Engineering Report that will be submitted for DDW review.
- To facilitate coordination on comments back from DDW on the draft Engineering Report.

#### **Assumptions**

If DDW comments are minimal on the draft Engineering Report, Woodard & Curran's level of effort represented in the fee estimate is expected to be sufficient to address DDW comments in a final Engineering Report together with District staff input and revisions from other team members as required (e.g., Geoscience, SPI, DDB). If DDW comments are more extensive, additional effort and cost may be required.

The Santa Ana Regional Water Quality Control Board (RWQCB) provides local implementation of SWRCB policies and regulations and develops and implements a regional Water Quality Control Plan (Basin Plan) to protect surface water and groundwater quality and beneficial uses. Currently, the RWQCB issues permits for groundwater recharge projects and individual non-potable reuse permits. It is assumed that the District will work directly with the RWQCB staff and will prepare and submit a permit application for the Project.



### **Task 3: Project Management – Additional Services**

Woodard & Curran will perform routine administrative tasks including invoicing, progress reports, budget and schedule tracking. It is anticipated that the project schedule will be extended by four (4) months, and up to two (2) progress meetings will be held with the District (at the District offices and/or by teleconference).

### **Task 8: Response to MND Comments**

Woodard & Curran and Rincon Consultants will review the three comment letters received on the *Wilson Basins Recycled Water Recharge Project MND* and develop draft responses on behalf of the District. Up to two (2) conference calls with District staff will be held to discuss approach to incorporating the commenters requests. The draft response letters will include proposed changes to the draft MND analysis or mitigation measures.

Woodard & Curran will then prepare a final MND file for adoption by the District's Board of Directors, along with a slide presentation explaining key findings in the MND analysis and comments received.

### **Task 9: Basin Permitting Support**

California Department of Fish & Wildlife (CDFW) has suggested that a Streambed Alteration Agreement (SAA) is required for the Wilson Basins Recycled Water Recharge Project pursuant to California Fish and Game Code §1602. Woodard & Curran's regulatory team will provide as needed assistance to the District (up to the level of effort represented in the fee estimate) for the District to prepare a SAA notification package. It is expected that the District will prepare the Notification of Lake or Streambed Alteration form (Form DFW 2023), project description/maps (including the CDFW jurisdictional area maps), and supplemental information as needed.

Woodard & Curran will review the draft SAA notification packages provided by the District. Final notification packages with notification fees (provided by the District) will be compiled and submitted by the District to the CDFW. Woodard & Curran will attend up to two conference calls with CDFW (coordinated by District staff) as needed to discuss the notification package. If CDFW requests additional information for the application to be considered complete, Woodard & Curran will support the District in revising the SAA application packages as requested (up to remaining budget available). This proposal assumes that limited new information will be requested by CDFW. CDFW has 90 days to review and issue the SAA (30-days for completeness check and 60-days for SAA preparation).

**Exhibit B**

**Fee Estimate**

5/7/2018



**Title 22 Engineering Report for Indirect Potable Reuse Project - Wilson Creek Spreading Basins**

Tasks	Labor										Total Labor Costs (1)	Total Hours	Outside Svcs.		ODCs	Total Fee			
	Scott Coleman PIC \$290	Nathan Chase		Rosalyn Piccotti		Rob Morrow		Project Engineer/Planner		Staff Engineer/Planner			Admin.	Rincon Consultants Biology and Cultural			Sub Consultant Total Cost (2)	Total ODCs (3)	
		PM \$244	PM \$244	Permitting SPM \$265	QA/QC SPM \$265	TM1 \$244	E2 \$182	Graphics and Support \$108											
<b>Task 1 - Title 22 Engineering Report - Additional Services</b>																			
1.19 Revisions to Draft Engineering Report	8	24	0	0	0	0	0	0	40	4	4					\$0	\$17,478	\$110	\$17,588
<b>Task 2 - Permit Applications - Additional Services</b>																			
2.3 Permit Application and up to two (2) DWH teleconferences	4	12	0	0	0	0	0	0	8	2	2					\$0	\$5,760	\$165	\$5,925
<b>Task 3 - Project Management - Additional Services</b>																			
3.2 Schedule, budget, and invoice management (4 mos.)	4	4	0	0	0	0	0	0	4	8	8					\$0	\$2,352	\$0	\$2,352
3.3 Progress meetings (1 meeting and 1 teleconference)	4	8	0	0	0	0	0	0	4	4	16					\$0	\$3,840	\$165	\$4,005
<b>Task 8 - Response to MND Comments</b>																			
8.1 Response to MND Comments	4	12	0	0	0	0	0	0	8	6	6					\$0	\$6,192	\$165	\$6,357
<b>Task 9 - Basin Permitting</b>																			
9.1 Basin Permitting Support	0	0	8	8	0	0	0	0	16	2	2					\$1,200	\$6,240	\$0	\$7,560
<b>TOTAL</b>	16	48	16	16	0	0	0	0	66	16	16					\$1,200	\$38,006	\$672	\$39,678

1. The individual hourly rates include salary, overhead and profit.  
 2. Subconsultants will be billed at actual cost plus 10%.  
 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.  
 4. Woodard & Curran reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



**Date:** May 22, 2018  
**From:** Joseph Zoba, General Manager  
**Subject:** Consideration of Becoming Active Members in the Association of California Water Agencies and the California Association of Sanitation Agencies

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The Yucaipa Valley Water District currently participates in the following organizations:

- Administration and Organizational Associations and Organizations:
  - Association of Environmental Professionals - <https://www.califaep.org/>
  - Association of San Bernardino County Special Districts - <https://www.csda.net/about-csda/chapters-networks/chapter-san-bernardino>
  - California Municipal Treasurers Association - <http://www.cmta.org/>
  - California Society of Municipal Finance Officers - <https://www.csmfo.org/>
  - California Special Districts Association - <https://www.csda.net/home>
  - Emergency Response Network of the Inland Empire - <https://www.eastvalley.org/217/ERNIE>
  - Society for Human Resource Management - <https://www.shrm.org/>
  - WaterISAC - <https://www.waterisac.org/>
- Drinking Water Associations and Organizations:
  - American Water Works Association - <https://www.awwa.org/>
  - Groundwater Resources Association of California - <https://www.grac.org/>
  - Southwest Membrane Operator Association - <https://www.swmoa.org/>
- Sewer and Environmental Control Associations and Organizations:
  - California Water Environment Association - <http://www.cwea.org/>
  - Multi-State Salinity Coalition - <http://multi-statesalinitycoalition.com/>
  - Southern California Alliance of Publicly Owned Treatment Works - <http://scap1.org/SitePages/Home.aspx>
  - Western Coalition of Arid States - <http://www.westcas.org/>
- Recycled Water Associations and Organizations:
  - WaterReuse Association - <https://watereuse.org/>

The District staff continuously reviews and reconsiders our participation in associations and organizations as renewal notices are received throughout the fiscal year. If there is a distinct benefit to join an organization, the District will join and distribute information and material received to District staff members. However, if there is limited benefit to join an organization, then it is more cost effective to pay a little extra to attend special meetings or events to help District staff fully evaluate our participation in an organization. However, if there is

The District staff is currently reviewing and assessing the value of joining the California Association of Sanitation Agencies (CASA - <https://casaweb.org/>) and the Association of California Water Agencies ACWA - <https://www.acwa.com/>). The immediate benefit of these two organizations is that they deal specifically with issues in the State of California. Based on recent strategic planning discussions, both organizations would provide the District staff and elected officials with more detailed information about biosolids, sustainability, current legislation, SGMA, and renewable energy issues.

District staff would like to discuss this issue at the board workshop and impacts to the proposed operating budget.

	Water Division Dues & Subscriptions	Sewer Division Dues & Subscriptions
General Ledger Line Item	02-5-06-54002	03-5-06-54002
Proposed FY 2019 Budget	\$16,500	\$9,000
ACWA Membership Dues	\$24,760	- -
CASA Membership Dues	- -	\$16,068
Revised FY 2019 Budget	\$41,260	\$25,100

If the board did decide to join, the District staff would re-evaluate the benefits of participating in ACWA and CASA each year as part of the renewal process and budget process.



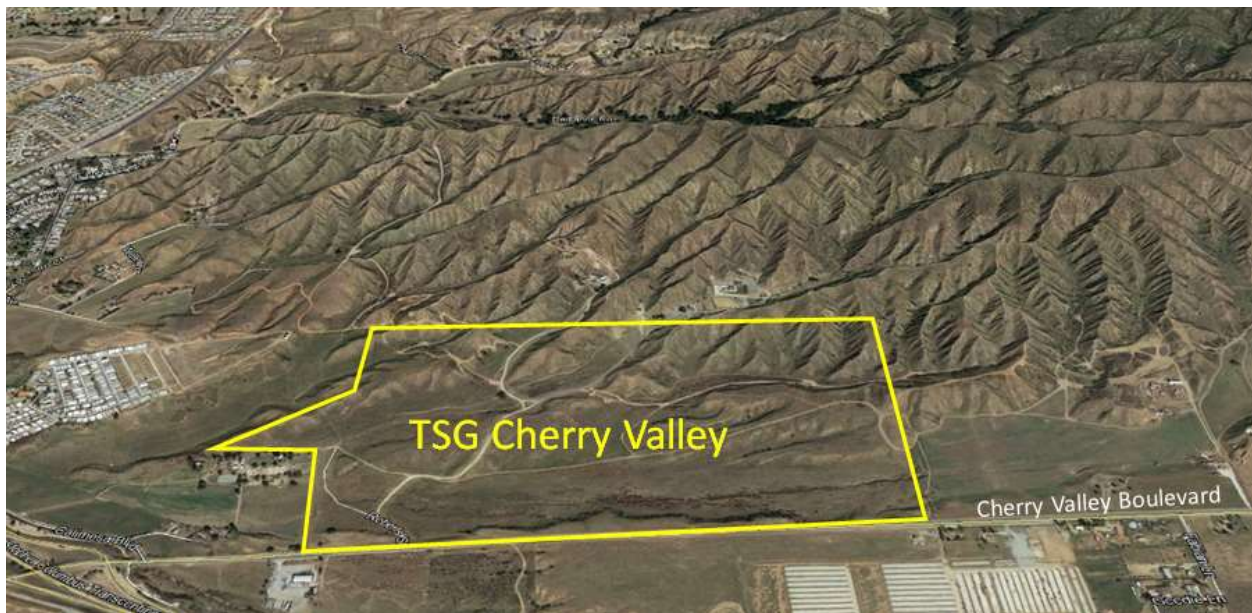
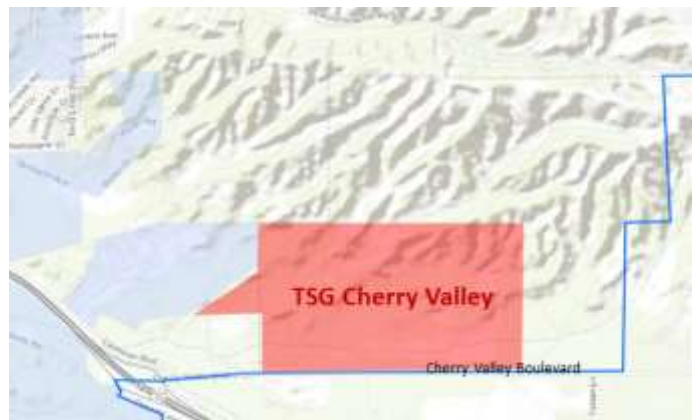
**Date:** May 22, 2018

**From:** Joseph Zoba, General Manager

**Subject:** Discussion Regarding Annexation of 242.63 Acres to the Yucaipa Valley Water District - TSG Cherry Valley (Assessor Parcel Numbers 407-220-004, 007, 008, 009, 014, 016, and 017, and 413-270-012 and 013)

On May 16, 2018, the District received a request to proceed with the annexation of 242.63 acres of territory into the District's boundary for drinking water, recycled water, and sewer service. The area is currently within the District's sphere of influence.

The District staff will provide the following draft resolution for consideration at the board meeting on June 5, 2018.



*TSG Cherry Valley, LP*  
*2 Park Plaza, Suite 700*  
*Irvine, California 92614*

Mr. Joseph Zoba  
Yucaipa Valley Water District  
P.O. Box 730  
Yucaipa, CA 92399

RE: Annexation into Yucaipa Valley Water District  
TSG Cherry Valley, LP

Dear Mr. Zoba:

This letter is being provided to Yucaipa Valley Water District (the "District") based upon our recent discussions regarding the possible annexation of properties within the District's sphere of influence into the District's boundaries. TSG Cherry Valley, LP ("TSG") owns certain real properties within the District's sphere of influence, totaling approximately 242.63 acres, including Assessor's Parcel Nos. 407-220-004, 007, 008, 009, 014, 016 and 017, and 413-270-012 and 013.

TSG is amendable to annexing into the District's boundaries, and is hereby authorizing the District to include the TSG properties in the proposed annexation into the District. Attached is a map showing the location of the TSG properties and the current District boundary and sphere of influence for your reference.

We look forward to working with you on the proposed annexation. Should you need any additional information, please feel free to contact Brian Rupp at (949) 231-5068 or via email at [brupp@shopoff.com](mailto:brupp@shopoff.com).

Sincerely,



TSG Cherry Valley, LP  
By: TSG GP, LLC, its General Partner  
By: William A. Shopoff, Manager

Cc: Jennifer Guenther, Esq.  
Patrick Meyer  
Brian Rupp

**RESOLUTION NO. 2018-18****A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
REQUESTING THE LOCAL AGENCY FORMATION COMMISSION TAKE  
PROCEEDINGS FOR THE ANNEXATION OF TERRITORY**

(Assessor Parcel Numbers 407-220-004, 007, 008, 009, 014, 016,  
and 017, and 413-270-012 and 013)

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

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

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

**WHEREAS**, the proposed annexation is not expected to require a modification to the sphere of influence assigned by the Local Agency Formation Commission for the Yucaipa Valley Water District; and,

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

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

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

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

PASSED, APPROVED and ADOPTED this 5<sup>th</sup> day of June 2018.

YUCAIPA VALLEY WATER DISTRICT

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Jay Bogh, President Board of Directors

ATTEST:

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Joseph B. Zoba, General Manager





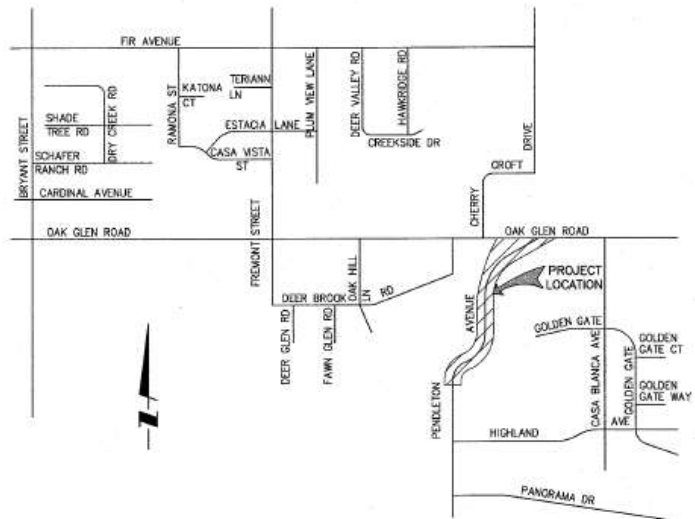
**Date:** May 22, 2018

**From:** Matthew Porras, Implementation Manager

**Subject:** Overview of Property Purchase Offer from the City of Yucaipa for Land Located at 11335 Pendleton Road, Yucaipa

The City of Yucaipa is planning a project that will adjust the alignment and elevation of the roadway on Pendleton Road, south of Oak Glen Road and north of Highland Avenue. The project will also improve the surrounding area and will assist in flood control.

The District owns property that will be impacted by this project. The City of Yucaipa has prepared an offer to purchase the property of approximately 10,000 square feet for a price of \$25,000 as described in the attachment. The District has an interest in maintaining a monitoring well and limited access.



**VICINITY MAP**



The attached agreement outlines the scope of the exchange between The City of Yucaipa and the District.

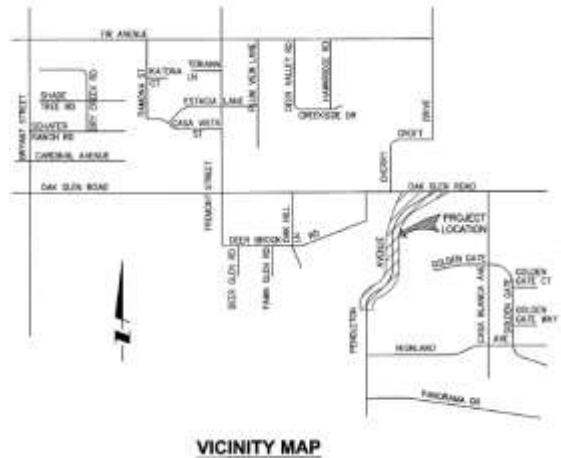
District Staff recommends the Board of Directors authorize the Board President to execute the attached agreement and property offer.

**11355 PENDELTON AVENUE  
AGREEMENT BY AND BETWEEN  
THE CITY OF YUCAIPA AND THE YUCAIPA VALLEY WATER DISTRICT**

June 5, 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 planning a Project that includes street improvements to Pendleton Avenue and flood control improvements in the nearby area. The City has offered to purchase property owned by the District which contains a ground water monitoring well. The District is interested in maintaining the ability to monitor groundwater levels in this area. The project requires the relocation of the existing well from 11355 Pendleton Avenue to a new position within APN 0321-411-08, a parcel due west owned by the City.



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

1. The District will execute the property offer as presented by the City attached herein.
2. The District will fully abandon the existing monitoring well as before the start of Project construction to ensure the groundwater is not contaminated.
3. The City will grant the attached easement in favor of the District for the installation, operation, and maintenance of a new monitoring well before the start of Project construction within the APN 0321-411-08.
4. The District will install the new monitoring well within APN 0321-411-08.

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

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

**City of Yucaipa**

**Yucaipa Valley Water District**

\_\_\_\_\_  
Ray Casey, City Manager

\_\_\_\_\_  
Jay Bogh, Board of Directors, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Recording Requested by:  
YUCAIPA VALLEY WATER DISTRICT

When Recorded Mail to:

YUCAIPA VALLEY WATER DISTRICT  
12770 2ND STREET  
YUCAIPA, CA 92399

Exempt from recording fee pursuant to Government Code Section 6103

YUCAIPA VALLEY WATER DISTRICT  
GRANT OF EASEMENT

CITY OF YUCAIPA  
34272 YUCAIPA BOULEVARD  
YUCAIPA, CA 92399

APN: 0321-411-08

CITY OF YUCAIPA, a body corporate and politic, owners of record of the herein described parcel of land, hereinafter called GRANTOR, hereby grant and convey to YUCAIPA VALLEY WATER DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, an easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, and repair a monitoring well (including well appurtenances, support structures, and monitoring equipment) within that certain real property in the City of Yucaipa, County of San Bernardino, State of California, described as follows:

That certain parcel of land conveyed to the City of Yucaipa, a body corporate and politic, by Grant Deed recorded March 3, 2017 as Document Number 2017-0095951, Official Records of San Bernardino County, California, being a portion of Lot 3, Block D, Yucaipa Water and Lumber Company Subdivision Number 1, as per Plat recorded in Book 17 of Maps, Page 27, Records of San Bernardino County, California, lying in Section 31, Township 1 South, Range 1 West, San Bernardino Meridian, shown as Assessor's Parcel Number 0321-411-08.

Together with the right of ingress and egress, across, along, over, under, through and within APN 0321-411-08 to access the above referenced monitoring well.

GRANTEE covenants to maintain the area around the monitoring well in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, his heirs, successors, and assigns, from its use. GRANTEE reserves the right to clear all brush, plants, shrubs, trees, trash, and other obstructions from the area around the monitoring well. GRANTOR, his heirs, successors, and assigns, covenants that he will not erect, place, or maintain, or allow to be erected, placed, or maintained, within 50' of the monitoring well, any structure, without first securing permission of the GRANTEE. GRANTOR agrees that GRANTEE, it heirs, successors and assigns, and its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the area around the monitoring well.

Any use hereinabove permitted to be made of the surface of said land by GRANTOR, his heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective exercise of any of the rights herein granted.

The terms and covenants of this easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, and assigns of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed on this, the \_\_\_ day of \_\_\_\_\_, 2018.

Signed: \_\_\_\_\_  
RAYMOND CASEY, CITY MANAGER

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

State of California

County of \_\_\_\_\_

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

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

WITNESS my hand and official seal

SEAL

\_\_\_\_\_  
Signature of Notary

FMW  
LEGALS/818-23 Pendleton-GOE (4/27/2018)





December 20, 2016

Yucaipa Valley Water District  
 Joseph Zoba, General Manager  
 12770 2<sup>nd</sup> Street  
 Yucaipa, California 92399

Reference: Offer to purchase in fee your real property identified as 11355 Pendleton Avenue, Yucaipa, California and San Bernardino County Assessor's Parcel Number 0321-411-10

Dear Joe:

The City of Yucaipa ("City") seeks to acquire your property located at 11355 Pendleton Avenue in the City of Yucaipa and also identified as San Bernardino County Assessor's Parcel Number 0321-411-10 (referred to below as the "Property") to construct the proposed Oak Glen Creek Open Space Acquisition Project ("Project").

The proposed project in and along Pendleton Avenue is part of the City Yucaipa's Low Water Crossing Replacement Project. Construction in the manner proposed necessitates the acquisition of private property for the realignment of Pendleton Avenue consistent with existing and proposed flood control basin improvements in the vicinity.

I apologize for the formality of this letter, but the law requires that it contain certain information. I am happy to meet with you to discuss the City's offer and to answer any questions you may have regarding this offer.

1. **OFFER TO PURCHASE.** Subject to, and upon the terms and conditions set forth below, the City hereby offers to purchase the Property for a public use:

- An approximate 10,000 square foot parcel described more particularly on Exhibit "A" to this letter and depicted on Exhibit "B" to this letter.

Exhibits "A" and "B" are incorporated herein by this reference.

It is the policy of the City to acquire property that is in private ownership only when it is necessary to do so, and through voluntary purchase, if possible. In accordance with the applicable law, the City has obtained, and has reviewed and approved, an appraisal of the fair market cash value of the Property.

2. **PURCHASE PRICE.** The City offers to purchase the Property for \$25,000.00. This amount represents at least the full amount that the City believes to be just compensation for the acquisition of the Property as of September 12, 2016. It is not less than the approved

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appraisal of the Property on the date of value of September 12, 2016 and does not include any increase or decrease in value of the Property caused by the Project for which the City seeks to acquire the Property.

This amount does not reflect any relocation assistance, benefits or payments, if any, that you may be entitled to receive. However, there are no structures located on the Property, and accordingly, the proposed acquisition of the Property will not result in the displacement of any person, personal property or business. Since no businesses were found operating on the Property, the acquisition of the Property will not result in loss of business goodwill. Enclosed with this letter as Exhibit "C" is a brochure summarizing the Eminent Domain process and the legal requirements for establishing loss of business goodwill as set forth in Code of Civil Procedure section 1263.510.

Pursuant to Code of Civil Procedure section 1263.615, a public entity is required to advise a property owner if it plans to commence use of the property it seeks to purchase within two years, and if not, to offer the property owner an opportunity to lease back the property at market value. The City does not offer a leaseback agreement for the Property pursuant to Code of Civil Procedure section 1263.615 because the City's public use of the Property is scheduled to begin as soon as the City acquires the necessary property interests needed for the Project, or within two years, whichever is sooner.

3. **BASIS FOR OFFER.** The appraisal of the Property took into consideration the highest and best use of the Property, the location, the condition and size of any improvements existing on the land, zoning, the September 12, 2016 date of value, and other factors that affect fair market value. Fair market value is defined as "the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available." (Code of Civil Procedure § 1263.320).

#### *Description of the Property*

The subject parcel is an interior lot located approximately 280 feet east of Pendleton Avenue and approximately 400 feet south of Oak Glen Road, in the vicinity of Oak Glen Creek, east of Casa Blanca Avenue and northwest of Golden Gate Drive. The Property has no frontage on Pendleton Avenue; it does have legal access for ingress and egress from Lot 4, Block D owned by the City of Yucaipa. The subject has a street address of 11355 Pendleton Avenue, Yucaipa, California. Pendleton Avenue is a secondary arterial of the City.

The Property is within zoning district Institutional (IN).

#### *Highest and Best Use*

The appraiser opined that based on the physically possible, legally permissible, and financially feasible uses of the Property and based upon the general plan designation and zoning, the highest and best use of the Property is to hold for speculation: potential residential development.

### *Summary of Valuation Analysis*

Since the Property was valued as vacant land, only the Sales Comparison Approach is considered relevant with respect to estimating the Fee Simple value of the Property. The Cost Approach and Income Approach are not considered applicable in the valuation of vacant land. The sales transactions that were considered in the Sales Comparison Approach reflected properties with many qualities similar to the Property. Given the nature of the Property, and current market practice, exclusive consideration is given to the Sales Comparison Approach.

Under the Sales Comparison Approach, the appraiser relied on land sales transactions of properties with similar highest and best uses, zoning, utility and other factors of comparability. Specifically, the appraiser relied on five comparable land sales between April 2014 and March 2016. Two of the comparable sales are located in Banning; three are in Mentone. The comparable sales ranged in size from 10,850 s.f. to 12,632 s.f. They sold between \$2.23 per square foot to \$3.04 per square foot.

### *Fair Market Land Value of Property*

After making the relevant applicable adjustments, including adjustments for size, location, and market conditions, the appraiser opined that the fair market land value of the Property was \$2.50 per square foot. Thus, the fair market value of the Property is \$25,000, calculated as follows:

$$10,000 \text{ S.F.} \times \$2.50 \text{ per square foot} = \$25,000$$

The appraiser's valuation analysis and the market data relied on by the appraiser are attached hereto collectively as Exhibit "D" to this letter.

4. **CONDITIONS OF OFFER.** This offer is subject to and conditioned upon the following:

(a) the City's approval, in its sole and absolute discretion, of the results of such soils geological, toxic waste, hazardous substance, and/or any other kind of tests and analyses, as the City, or its representative, may perform prior to the opening of escrow, or, in the City's sole and absolute discretion, after the opening of escrow;

(b) the willingness to issue, and subsequent issuance as of the close of escrow, by a title insurance company of the City's choice, of a CLTA title insurance policy for the amount of the purchase price showing fee title to the Property vested in the City, subject only to such conditions, covenants, restrictions, and utility easements of record as are approved by the City in its sole and absolute discretion; and

(c) the timely acceptance of this offer in accordance with paragraph 6, below.

5. **RIGHT OF ENTRY.** By accepting this offer, you hereby grant to the City and its representatives, a right of entry at reasonable times for the purpose of conducting investigations and tests. Such investigation shall be at the City's expense.

6. **ACCEPTANCE AND POSSESSION.** If the above offer is acceptable, within thirty (30) days of the date of this offer, please date and sign the enclosed copy of this letter in the space provided and return it to me in the self-addressed reply envelope. Following receipt of your acceptance, the City will prepare a purchase and sale agreement and related documents and forward them for your review and execution.

7. **OFFER TO PAY REASONABLE COSTS OF AN INDEPENDENT APPRAISAL PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1263.025.** Pursuant to Code of Civil Procedure section 1263.025, the City hereby offers to pay your reasonable costs, up to \$5,000.00, for an independent appraisal of the Property. By law, an appraiser licensed by the Office of Real Estate Appraisers must prepare the independent appraisal. Although you are not required to obtain an appraisal at this time or at all, if you believe such an appraisal will assist you in evaluating this offer, it is in your interest to obtain the independent appraisal as expeditiously as possible. Please let us know by January 31, 2017 whether you wish to have the City issue this money to you for this purpose. If you choose to have the City issue a check to your attention towards the reasonable costs of an independent appraisal of the Property please forward to the City an invoice from your appraiser identifying the property that is the subject of the appraisal and the fee charged for the appraisal. Alternatively, you can submit a declaration providing the relevant information under penalty of perjury in the form attached as Exhibit E hereto.

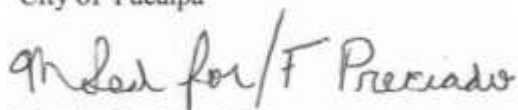
8. **ADMISSIBILITY OF OFFER.** If for any reason you should reject this offer, please be advised that this letter and the offer made herein are tendered under the provisions of Evidence Code section 1152, and shall not be admissible to prove the City's liability and may not be used as an admission of value in litigation or other proceeding involving the Property.

9. **EXPIRATION OF OFFER.** This offer will expire at 5:00 p.m. on January 31, 2017 unless your written acceptance is received at this office prior to that date and time.

If you have any questions or would like to discuss this offer, please do not hesitate to contact Mike Seal at (909) 797-2489. In the meantime, I will call you to schedule a meeting to discuss the City's offer and the Project.

Sincerely,

City of Yucaipa



Fermin Preciado, P.E.  
City Engineer

Enclosures



We hereby accept the above offer of the City of Yucaipa to purchase the Property identified as 11355 Pendleton Avenue, Yucaipa and San Bernardino County Assessor's Parcel Number 0321-411-10.

YUCAIPA VALLEY WATER DISTRICT

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

By: \_\_\_\_\_  
Authorized Representative

File No: 616674348

**EXHIBIT "A"**

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

**PARCEL 1:**

That portion of Lot 4, Block D, Yucaipa Water & Lumber Company Subdivision NO. 1, in the City of Yucaipa, County of San Bernardino, State of California, as shown by Map on file in [Book 17, Page 27](#) of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the southeast corner of said Lot 4, said point being a ¾" iron pipe tagged "L.S. 2345;  
Thence North 00° 17' 00" West along the east line of said Lot 4, 137.85 feet to the True Point of Beginning;  
Thence continuing North 0° 17' 00" West, 100.00 feet;  
Thence at right angles, South 89° 43' 00" West, 100.00 feet;  
Thence at right angles South 00° 17' 00" East, 65.00 feet to a point hereinafter referred to as Point "A";  
Thence continuing South 00° 17' 00" East, 35.00 feet;  
Thence at right angles, North 89° 43' 00" East, 100.00 feet to the Point of Beginning.

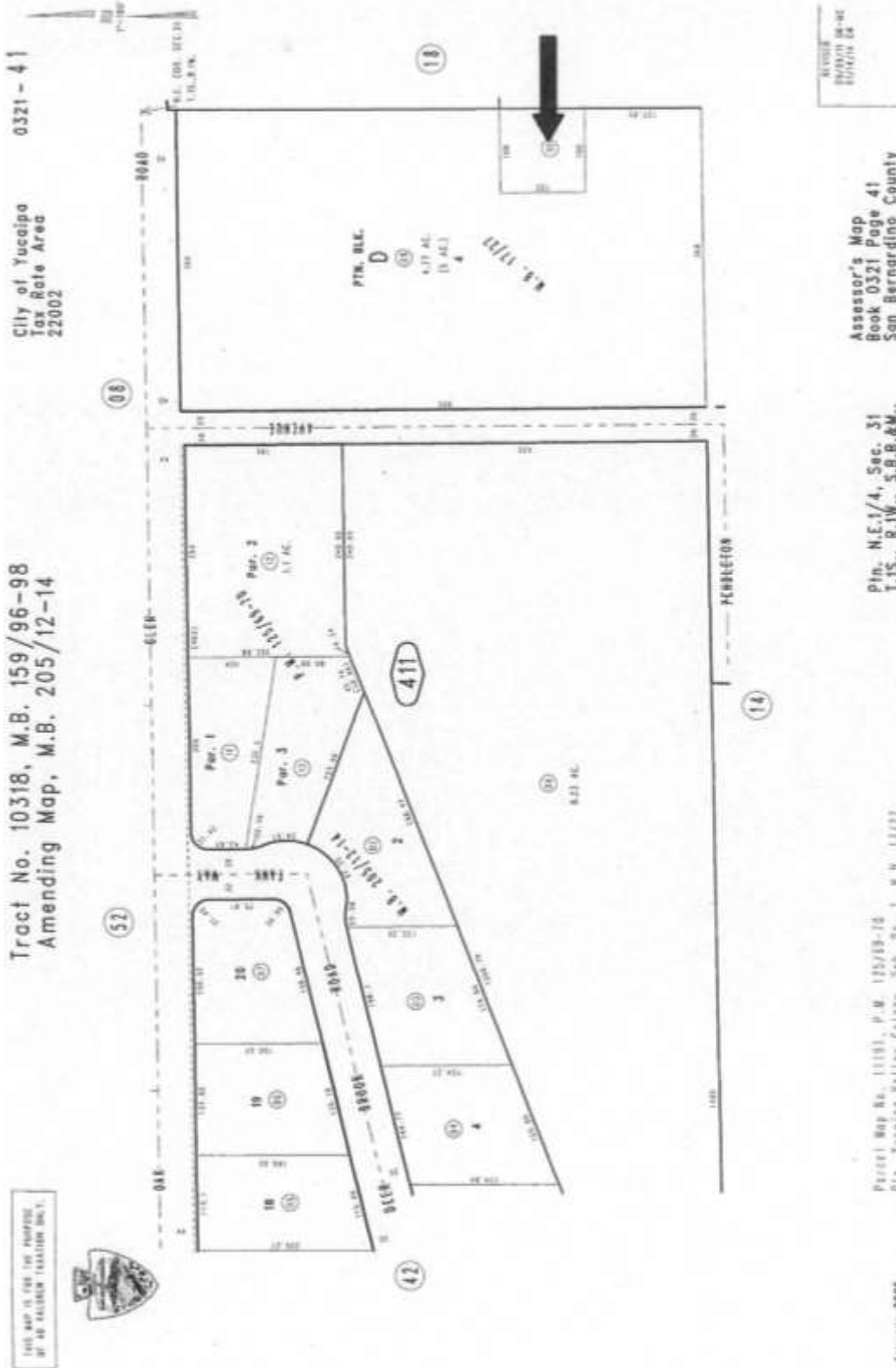
[Assessor's Parcel No: 0321-411-10](#)

**PARCEL 2:**

An easement for water lines, utility purposes, and ingress and egress over, under and across that portion of Lot 4, Block D, Yucaipa Water & Lumber Company Subdivision NO. 1, in the City of Yucaipa, County of San Bernardino, State of California, as shown by Map on file in [Book 17, Page 27](#) of Maps, in the Office of the County Recorder of said County, said easement being 20 feet in width, the centerline of said easement being described as follows:

Beginning at the aforesaid Point "A";  
Thence South 89° 43' 00" West, 259.75 feet to a point on the easterly right of way line of Pendleton Avenue, as shown by Map of Yucaipa Water & Lumber Company Subdivision NO. 1

# EXHIBIT 'B'



THIS MAP IS FOR THE PURPOSE OF ASSESSOR'S TAXATION ONLY.



January 2005

Parcel Map No. 11191, P.M. 125/09-10  
 Pln. Yucaipa Valley Colony, Sub. No. 1, M.B. 17/27

Pln. N.E.1/4, Sec. 31  
 T.15., R.1W., S.B.B.&M..

Assessor's Map  
 Book 0321 Page 41  
 San Bernardino County



### ***Notice Informing Owners of Public Entity's Decision to Appraise Their Real Property***

When a public entity identifies real property or portions of that property that it may need for a proposed project, it sends to the property owners a notice informing the owners that it intends to appraise their property. This notice informs the owners that the public entity has decided to appraise their real property and notifies them that an appraiser will contact them. An appraiser licensed by the Office of Real Estate Appraisers will contact the owners and request permission to inspect their property. The appraiser will also invite the owners to accompany the appraiser on the inspection and to provide to the appraiser any information that the owners consider relevant to the value of the real property. Permitting the inspection and accompanying the appraiser on the site inspection will allow the appraiser to fully assess the value of the real property. If the owners do not allow the appraiser to inspect the real property, the appraiser will inspect the subject property from the public right of way.

### ***Appraisal of Fair Market Value of Real Property***

After the appraiser inspects the real property, the appraiser prepares an appraisal of the fair market value of the property.

#### ***What is fair market value?***

The Eminent Domain Law defines fair market value as the highest price on the date of value that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for selling the property, and a buyer, ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available. (Code of Civil Procedure Section 1263.320). The appraisal will take into consideration the highest and best use of the real property. The appraisal can take several weeks to several months to be completed, depending on the appraiser's workload.

After the appraisal is completed, staff will review the appraisal to see if it complies with the requirements of the Eminent Domain Law. Staff will then recommend that the governing body of the public entity approve the appraisal and set just compensation. Just compensation must be at least the fair market value of the real property as set forth in the appraisal.

### **Offer**

#### ***When will the property owners receive an offer to purchase the property?***

The public entity will provide the owner with a written offer to purchase the real property or real property interests after it sets just compensation. The public entity generally sends the written offer within thirty (30) days from the date the public entity sets just compensation. The public entity cannot offer to purchase the real property for less than the fair market value of the property as determined by the appraisal. (Government Code Section 7267.2).

## Exhibit “C”

### EMINENT DOMAIN INFORMATIONAL PAMPHLET

#### INTRODUCTION

California Government Code Section 7267.2 requires a public entity to provide property owners with an information pamphlet detailing the eminent domain process and their rights under the Eminent Domain Law at the time it offers to purchase the owners’ real property or portions of their property. This informational pamphlet provides a general overview of the eminent domain process and answers questions commonly asked by property owners regarding their rights. This is an informational pamphlet only and is not intended to give a complete statement of all state or federal laws and regulations regarding eminent domain or to provide property owners with any form of legal advice.

#### OVERVIEW OF EMINENT DOMAIN PROCESS

##### What is eminent domain?

Eminent domain is the acquisition of private property by a public entity for a public use. Public entities, such as the state and the federal government, counties, cities, and school districts, may exercise the power of eminent domain to acquire real property for a public use if they meet all legal requirements, including the payment of just compensation to the owners or into the court for the benefit of the owners. (CALIFORNIA CONSTITUTION, art. I, sec. 19). Public uses include, but are not limited to roads, parks, public facilities, public utilities, police stations, fire stations, libraries, and schools.

A public entity may acquire any interest in real property such as a fee interest, permanent easement, slope easement, or temporary construction easement. A public entity may acquire only the property interests that are needed for the public use. If a public entity acquires a portion of a parcel and this results in damage to the remainder parcel, the owner is entitled to be compensated for the loss of value, if any, to the remainder parcel. If the appraiser determines that the remainder parcel is an uneconomic remnant because it will be left in a size, shape or condition to be of little or no value to the owner, the public entity will offer to purchase the entire parcel.

The law requires that public entities make every reasonable effort to acquire real property expeditiously by negotiated purchase. As discussed more fully below, there are several steps that a public entity must take prior to acquiring real property by eminent domain. These legal prerequisites are meant to protect property owners and ensure that they have an opportunity to participate in the acquisition process. These preacquisition steps include the appraisal process, offers and negotiations.

##### Appraisal Process

The public entity is required to obtain a fair market value appraisal of the real property before it can acquire it by eminent domain.

***What must the public entity include in the written offer to purchase the property?***

Government Code Section 7267.2 requires that the offer include a written statement of, and summary of the basis for, the amount the public entity established as just compensation. The offer must also include the following:

- The date of value, highest and best use, and applicable zoning of the real property;
- The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value; and
- Where appropriate, the just compensation for the real property acquired and for damages to the remainder shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.

If the real property is owner-occupied residential property and contains no more than four residential units, the owners are entitled to review a copy of the appraisal.

**Negotiations**

The public entity will negotiate with the property owners for the sale of the real property after it sends the offer letter

***Can the property owners obtain their own appraisal of their real property?***

As of January 1, 2007, the public entity is required to offer to pay the owners' reasonable costs, up to \$5,000.00, for an independent appraisal of their real property. The law requires that an appraiser licensed by the Office of Real Estate Appraisers prepare the independent appraisal. The public entity will inform the owners of their rights to be reimbursed for these appraisal costs at the time it sends the offer letter.

***Are the property owners required to accept the public entity's offer to purchase the property?***

No. The property owners are encouraged to contact the public entity to negotiate the sale of the real property. The owners can negotiate the amount they believe to be the fair market value of the real property and the terms and conditions of the offer.

***Are there any advantages to selling the real property to a public entity?***

Yes. The property owner will receive at least the fair market value of the real property and will not be responsible for real estate commissions, title fees, title insurance, escrow fees, closing costs, and other fees and costs. Some acquisitions by public entities in lieu of condemnation may result in tax benefits to the property owners. The owners should discuss any such tax benefits, if any, with their tax advisors.

### *Negotiated Acquisition*

If a negotiated agreement for the sale of the real property is reached, the public entity will prepare a purchase and sale agreement. The conveyance of the real property is handled through an escrow.

### **Resolution of Necessity**

If the public entity and the property owners do not reach an agreement for the sale of the real property, the public entity can hold a hearing to determine whether it will acquire the property by eminent domain.

### *Notice of Hearing on Resolution of Necessity*

If the public entity has determined that it is necessary to consider the acquisition of the real property by eminent domain, it will send a written notice to the property owners informing them of the date, time and location of the public entity's hearing at which it will consider the adoption of a resolution of necessity. (Code of Civil Procedure Section 1245.235). The notice informs the property owners of their right to be heard at this hearing and of their right to present evidence and to preserve their objections to the public entity's right to take the real property.

The Eminent Domain Law requires that a public entity make the following findings pursuant to Code of Civil Procedure Section 1245.230 to adopt a resolution of necessity authorizing the public entity to acquire the real property by eminent domain:

- That the public interest and necessity require the project;
- That the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
- That the subject property is necessary for the project; and
- That either the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or the offer has not been made because the owner cannot be located with reasonable diligence. (Code of Civil Procedure Section 1240.030).

A public entity may adopt a resolution of necessity only after the governing body has given each person whose real property is to be acquired by eminent domain and whose name and address appears on the last equalized assessment roll notice a reasonable opportunity to appear and be heard on the above matters.

The governing body of the public entity will consider all written and oral evidence before it at the hearing, including any objections to the adoption of the resolution of necessity. The public entity can adopt a resolution of necessity authorizing the acquisition of the real property by eminent domain if at least two-thirds of the all of the members of the governing body vote to adopt the resolution. If the governing body consists of five members, the adoption of a resolution of necessity requires at least four out of five affirmative votes.

### **Eminent Domain Proceeding**

The resolution of necessity is the document that authorizes the public entity's attorneys to commence an eminent domain proceeding. Accordingly, if the governing body of the public entity adopts a resolution of necessity, its attorneys will prepare a complaint in eminent domain and related pleadings to acquire the real property by eminent domain. Generally, the complaint in eminent domain will name as defendants any parties that have a recorded interest in the parcel, including the record owners, tenants, easement holders whose interests may be impacted by the acquisition of the property or beneficiaries under deeds of trust.

The public entity will serve the property owners and other named defendants with a copy of the summons, complaint and related documents filed with the court. The defendants served with the summons and complaint have thirty (30) days from the date that they are served with the summons and complaint to file an answer or responsive pleading with the court. (Code of Civil Procedure Section 412.20). Property owners should consider retaining an attorney with experience in eminent domain proceedings to represent them. The parties can continue to negotiate after the eminent domain proceeding is filed.

### ***Orders for Prejudgment Possession and Deposit of Probable Compensation***

#### ***Can the public entity take possession of the real property before trial?***

A public entity may request an order from the court for early possession of the real property or real property interests. This is called an order for prejudgment possession.

To obtain an order for prejudgment possession, the public entity must show that it is entitled to acquire the real property by eminent domain and that it has deposited with the court for deposit into the county treasury or directly with the State Treasury the amount of probable compensation for the property. The public entity must submit a summary of the basis for the appraisal when it applies to deposit the amount of probable compensation with the court.

Property owners have the right to oppose a public entity's motion for an order for prejudgment possession. The public entity's motion for an order for prejudgment possession notifies property owners that they have the right to oppose the motion and that they must serve the public entity and file with the court the opposition to the motion within thirty (30) days from the date on which the property owner was served with the motion. If the property owners' opposition asserts a hardship, it has to be supported by a declaration signed under penalty of perjury stating facts supporting the hardship. The public entity can file a reply to the opposition not less than fifteen (15) days before the hearing. At the hearing, if the motion is opposed, the court may enter an order for possession of the real property after considering the relevant facts and any opposition if it finds each of the following:

- The public entity is entitled to take the property by eminent domain;
- The public entity has deposited the amount of probable compensation pursuant to Code of Civil Procedure Section 1255.010 *et seq.*;



- There is an overriding need for the public entity to possess the property prior to the issuance of final judgment in the case and the public entity will suffer a substantial hardship if the application for possession is denied or limited; and
- The hardship that the public entity will suffer if possession is denied or limited outweighs any hardship on the defendant or occupant that would be caused by the granting of the order for possession. (Code of Civil Procedure Section 1255.410).

#### ***Withdrawal of Deposit of Probable Compensation***

Property owners can apply to withdraw the funds on deposit with the court. Property owners must serve a copy of their application to withdraw the funds on the public entity. The court cannot order the disbursement of the funds on deposit until 20 days after the date on which the application for withdrawal was served on the public entity. The public entity may file an objection to the withdrawal if, for example, other parties to the proceeding are known or believed to have an interest in the just compensation. Property owners waive any challenges to the public entity's right to take if they withdraw the funds on deposit with the court. Property owners do not, however, waive their claims for greater compensation for the real property if they withdraw the funds on deposit.

#### **Trial**

In eminent domain proceedings, the judge decides legal issues, such as the right to take and the issue of entitlement to certain damages. Property owners are entitled to have the jury determine the amount of just compensation. The majority of eminent domain proceedings are resolved by the respective public entity and property owner prior to trial.

#### **VACATING THE PROPERTY**

##### **When will property owners and tenants be required to move from the real property?**

If you reach a negotiated settlement with the public entity, the public entity will attempt to determine a mutually agreeable date for you to move. If the real property is condemned, the public entity cannot require that you move without a court order. If your real property is lawfully occupied, the public entity must serve you with a motion for an order for prejudgment possession ninety (90) days before the court hearing. Orders for prejudgment possession are discussed more fully above. If the order for prejudgment possession is granted, the public entity must serve you with the order thirty (30) days before it intends to take possession of your property. If your real property is unoccupied, the public entity must serve you with a motion for an order for possession sixty (60) days before the court hearing. If the order is granted, the public entity must serve you with the order ten (10) days before it intends to take possession of your property.

#### **RELOCATION ASSISTANCE**

Property owners and occupants of real property (tenants) that are displaced as the result of a public project may be entitled to relocation assistance and benefits under the Uniform

Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 *et seq.*) and the Relocation Assistance and Real Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations). Relocation benefits may include moving expenses, re-establishment costs, rent differential payments, or interest differential payments. A relocation consultant, hired by the public entity, will meet with the property owners and or tenants to determine their eligibility and potential benefits.

#### **LOSS OF BUSINESS GOODWILL**

Goodwill is the benefit that accrues to a business as a result of its location, reputation, skill and other factors that contribute to a business maintaining and acquiring patrons. Public entities are required to compensate owners of a business conducted on the real property, or on the remainder parcel, if the business owners prove all of the following:

- The loss is caused by the taking of the real property or the injury to the remainder;
- The loss cannot reasonably be prevented by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill;
- Compensation for the loss will not be including in payments under Section 7262 of the Government Code; and
- Compensation for the loss will not duplicated in the compensation otherwise awarded to the owner.

Business owners must raise their claim for loss of business goodwill in their answer to the public entity's complaint. The public entity will engage a business valuation expert to determine the value of the goodwill of the business in the eminent domain proceeding.

**CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1263.510**

(a) The owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, shall be compensated for loss of goodwill if the owner proves all of the following:

(1) The loss is caused by the taking of the property or the injury to the remainder.

(2) The loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill.

(3) Compensation for the loss will not be included in payments under Section 7262 of the Government Code.

(4) Compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

(b) Within the meaning of this article, "goodwill" consists of the benefits that accrue to a business as a result of its location, reputation for dependability, skill or quality, and any other circumstances resulting in probable retention of old or acquisition of new patronage.

(c) If the public entity and the owner enter into a leaseback agreement pursuant to Section 1263.615, the following shall apply:

(1) No additional goodwill shall accrue during the lease.

(2) The entering of a leaseback agreement shall not be a factor in determining goodwill. Any liability for goodwill shall be established and paid at the time of acquisition of the property by eminent domain or subsequent to notice that the property may be taken by eminent domain.

**Low Water Crossing Replacement Project**

**EXECUTIVE SUMMARY**

<b>Identification of Properties:</b>	The parcel of the proposed full acquisition is identified as 11355 Pendleton Avenue, Yucaipa, CA.
<b>Assessor Parcel No.:</b>	0321-411-10-0-000
<b>Thomas Map No:</b>	SB 650C-1
<b>Date of Value:</b>	September 12, 2016
<b>Property Rights Appraised:</b>	Fee simple interest
<b>Land Area:</b>	Approximately 0.2296 acre or 10,000 square feet.
<b>Improvements:</b>	Raw land
<b>Zoning:</b>	Institutional Zoning District (IN) Municipal Plan and General Plan, City of Yucaipa Planning Department.
<b>Flood Zone:</b>	The site is located in Community Panel Number 060739-06071C8745H. The panel date is 08/28/2008. The site is located in Zone A. Flood Zone A is within the 100-year Floodplain and requires flood insurance.
<b>Earthquake:</b>	According to the California Division of Mines and Geology, the subject City of Yucaipa is located within an Alquist/Priolo Special Earthquake Zone.
<b>Utilities:</b>	Electricity, water, gas, telephone, and sewer are available on Oak Glen Road but not at the subject property.

EXHIBIT "D" (page 1 of 5)

**Low Water Crossing Replacement Project**

**Highest & Best Use  
of Parcel:**

**As Vacant:**

hold for speculative nature that has residential potential in conjunction with adjacent properties.

OPINION OF VALUE CONCLUSION - FEE SIMPLE LAND VALUE		
FAIR MARKET VALUE / APN 0321-411-10	\$	25,000

EXHIBIT "D" (page 2 of 5)

### Low Water Crossing Replacement Project

### COMPARABLE SALES MAP

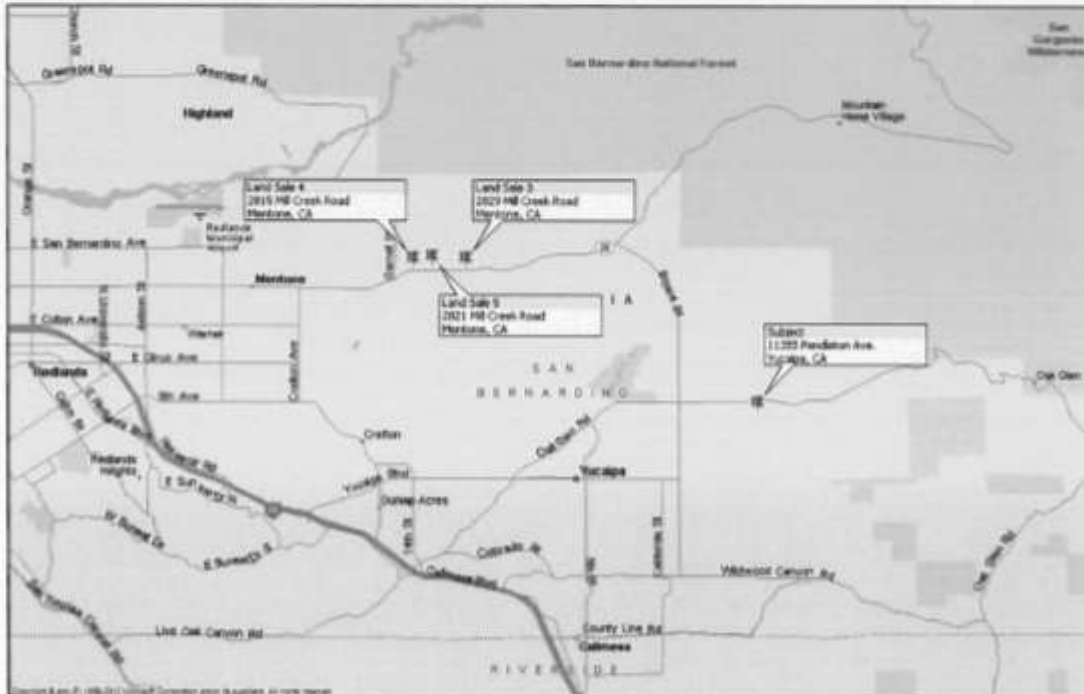
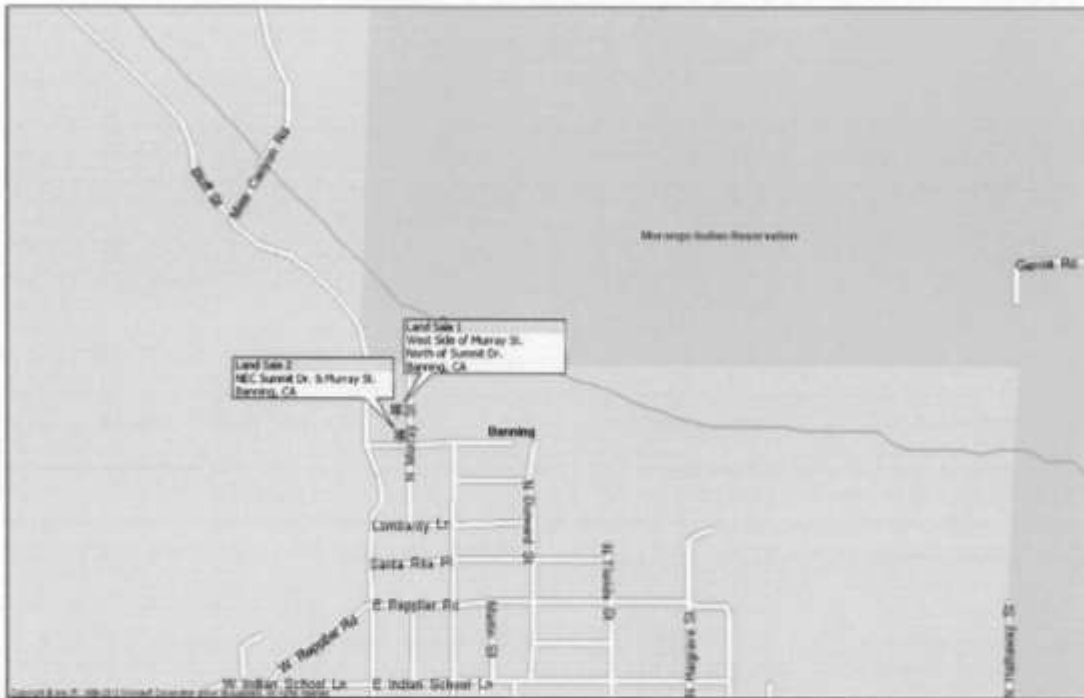


EXHIBIT "D" (page 3 of 5)

### Low Water Crossing Replacement Project

#### SUMMARY OF EFFECTIVELY VACANT LAND SALES

ITEM	STREET ADDRESS	SALE DATE	ZONE	CASH EQV. PRICE
	CITY STATE ZIP	DOCUMENT NO.	SQUARE FEET	PRICE PSF
	ASSESSOR'S PARCEL NUMBER	BUYER	ACRES	
		SELLER		

Low Density Residential

1	West Side of Murray St.	March 14, 2016	LDR	\$ 32,500
	North of Summit Dr.	98053	12,832	\$ 2.57
	Banning, CA 92220	John Muncy	0.29	
	534-021-016	Ken & Barbara Hicks		
2	NWC Murray St. & Summit Dr.	March 14, 2016	LDR	\$ 32,500
	Banning, CA 92220	98053	12,832	\$ 2.57
	534-021-018	John Muncy	0.29	
		Ken & Barbara Hicks		
3	2829 Mill Creek Road	June 17, 2014	RS	\$ 25,000
	Mentone, CA 92359	217100	11,200	\$ 2.23
	0302-152-15	James & Monique Sharlein	0.26	
		Breault P. Living Trust		
4	2815 Mill Creek Road	May 20, 2014	RS	\$ 33,000
	Mentone, CA 92359	182886	10,850	\$ 3.04
	0302-152-09	James & Monique Sharlein	0.25	
		Reda M. Mendoza Trust		
5	2821 Mill Creek Road	April 21, 2014	RS	\$ 27,500
	Mentone, CA 92359	140963	10,850	\$ 2.53
	0302-152-11	Jaime Sebastian	0.25	
		Reda M. Mendoza Trust		

EXHIBIT "D" (page 4 of 5)

	SUBJECT	One	Two	Three	Four	Five
Sale Price	N/A	\$32,500	\$32,500	\$25,000	\$33,000	\$27,500
Site Size (sf)	10,000	12,632	12,632	11,200	10,850	10,850
Acres	0.23	0.29	0.29	0.26	0.25	0.25
\$ psf	N/A	\$2.57	\$2.57	\$2.23	\$3.04	\$2.53
Rights Conveyed	Fee Simple	0%	0%	0%	0%	0%
Adjusted \$ psf	N/A	\$2.57	\$2.57	\$2.23	\$3.04	\$2.53
Financing Terms	Conventional	0%	0%	0%	0%	0%
Condition of Sale	Conventional	0%	0%	0%	0%	20%
Adjusted \$ psf	N/A	\$2.57	\$2.57	\$2.23	\$3.04	\$3.04
Date	September-16	2.5%	2.5%	11.0%	12.0%	12.0%
Adjusted \$ psf	N/A	\$2.64	\$2.64	\$2.48	\$3.41	\$3.41
General Location	Upper Income	10%	10%	0%	0%	0%
Specific Location	Pendleton Road	-5%	-5%	-5%	-5%	-5%
Site Improvements	None	0%	0%	0%	0%	0%
Site Shape	Rectangular	0%	0%	0%	0%	0%
Topography	Essentially Level	0%	0%	0%	0%	0%
Utility Status	None	-6%	-6%	-6%	-6%	-6%
Zone/Density	Institutional	-3%	-3%	-3%	-3%	-3%
Access	Interior	0%	-5%	0%	0%	0%
Flood Hazard	A-Zone	-10%	-10%	-10%	-10%	-10%
Site Size (sf)	10,000	10%	10%	8%	5.0%	5%
<b>Subtotal of Adjustments</b>	Residential	-4%	-9%	-18%	-19%	-19.00%
<b>FINAL INDICATORS</b>	<b>Adjusted \$ psf</b>	<b>\$2.53</b>	<b>\$2.40</b>	<b>\$2.08</b>	<b>\$2.76</b>	<b>\$2.76</b>

EXHIBIT "D" (page 5 of 5)





**Date:** May 22, 2018  
**From:** Kathryn Hallberg, Management Analyst  
**Subject:** Review of Proposed Insurance Policies for Fiscal Year 2019

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Yucaipa Valley Water District currently has a property/liability insurance policy with Inland Counties Insurance Services Brokerage with insurance coverage provided by Water Plus Insurance Program and Allied World Assurance Coverage.

The District Staff has investigated pooled insurance from Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA) and our current provider Inland Counties Insurance Services Brokerage. The quotes will be presented at the Board Workshop for review.



**Date:** May 22, 2018  
**From:** Joseph Zoba, General Manager  
**Subject:** Review of a Draft Fee Deposit and Refund Agreement for the San Gorgonio Land Project

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On May 10, 2018, the District staff received the attached Fee Deposit and Refund Agreement for the San Gorgonio Land, LLC Project.

The District staff would like to receive a consensus from the Board of Directors prior to proceeding with the review and participation of the proposed Community Facilities District No. 2018-1 for the San Gorgonio Land Project.

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FEE DEPOSIT AND REFUND AGREEMENT

by and among

YUCAIPA VALLEY WATER DISTRICT

the

CITY OF CALIMESA

and

SAN GORGONIO LAND, LLC

relating to

CITY OF CALIMESA  
COMMUNITY FACILITIES DISTRICT NO. 2018-1  
(SUMMERWIND TRAILS)

54953569.4

**FEE DEPOSIT AND REFUND AGREEMENT**

THIS FEE DEPOSIT AND REFUND AGREEMENT (the "Agreement") is entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2018 ("Effective Date"), by and among the **CITY OF CALIMESA** (the "City"), a city duly organized and existing under the laws of the State of California, **YUCAIPA VALLEY WATER DISTRICT**, a public agency ("Water District") and **SAN GORGONIO LAND, LLC**, a Delaware limited liability company ("Developer"), and relates to community facilities district formed by the City upon petition of the Developer and known as "City of Calimesa Community Facilities District No. 2018-1 (Summerwind Trails)" (the "CFD").

*RECITALS:*

A. The property depicted in Exhibit "A-1" hereto (the "Property") constitutes the land within the boundaries of the CFD.

B. Developer is developing the Property for residential purposes and has obtained or intends to obtain the necessary development approvals to construct approximately 633 to 712 residential units on the Property, as such development may be modified from time to time (the "Project").

C. The Developer has petitioned the City to form the CFD pursuant to the Act (as defined below) in order to (i) finance certain public facilities, including payment of the Water District Fees (as defined below) used by the Water District for the acquisition, design, construction, installation and inspection of various public facilities to be owned and operated by the Water District and that are required in connection with the Project, which facilities will benefit the Project, in whole or in part, and (ii) issue bonds for the CFD.

D. On \_\_\_\_\_, 2018, the City adopted Resolution No. 2018-\_\_\_\_, "A Resolution of the City Council of the City of Calimesa, California determining the validity of prior proceedings and establishing the Community Facilities District No. 2018-1 (Summerwind Trails)."

E. Pursuant to existing rules and regulations applicable to the Water District, the Project will require the payment of the Water District Fees, resolutions, and agreements for and applicable to the Project (the "Project Conditions").

F. Prior to the issuance of building permits for the construction of homes within the Project, Developer, or its successors or assigns, shall provide security deposits to the Water District to cover the Water District Fees required for such building permits (each a "Deposit" and collectively, the "Deposits") if such payments are required before Bond Proceeds (as defined below) are available to pay the Water District Fees. In such case, Developer shall be entitled to (i) a return of such Deposits and (ii) credit for payments made to the Water District from Bond Proceeds for the Water District Fees, which would otherwise be due to the Water District in conjunction with the Project, all as further described herein, when Bond Proceeds become available.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto agree as follows:

1. Recitals. Each of the above recitals is incorporated herein and is true and correct.
2. Definitions. Unless the context clearly otherwise requires, the terms defined in this Section shall, for all purposes of this Agreement, have the meanings herein specified.
  - (a) "Act" shall mean the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code.
  - (b) "Bond Proceeds" or "Proceeds of the Bonds" shall mean those net funds generated by the sale of the Bonds and investment earnings thereon.
  - (c) "Bonds" shall mean those bonds, or other securities, issued by, or on behalf of, the CFD in one or more series, as authorized by the qualified electors within the CFD.
  - (d) "Deposit" or "Deposits" shall mean the amounts deposited with the Water District by Developer, or its successors or assigns, as security for Water District Fees and which deposits are eligible for refund to the Developer by the Water District upon the sale of the Bonds and delivery of the Bond proceeds to the Water District.]
  - (e) "Party" or "Parties" shall mean any one or all of the parties to this Agreement.
  - (f) "State" shall mean the State of California.
  - (g) "Water District Fees" shall mean the fees and imposed by the Water District upon the Project pursuant to the Project Conditions (as shown in Exhibit "A-2" attached hereto).
  - (h) "Water Facilities" shall mean any public facilities, including the acquisition, design, construction, installation and inspection of such public facilities, that are required in connection with the Project.

3. Sale of Bonds and Use of Proceeds. The City Council acting as the legislative body of the CFD may, in its sole discretion, finance, among other things, the Water District Fees by issuing the Bonds. The City, at the request of Developer, may cause any portion of available Bond Proceeds to be paid to the Water District prior to the time the Water District Fees are due and payable to the Water District. In such case, the Developer shall be entitled to credit for Water District Fees according to the schedule of Water District Fees governing the amount to be paid when such Water District Fees are payable that would otherwise be due to the Water District in conjunction with the Project.

As required by the Project Conditions, it may be necessary for Developer, or its successors or assigns, to make deposits to the Water District before the Bonds are issued. Upon the issuance

and sale of the Bonds, the Developer may execute and submit a disbursement request, in substantially the form attached hereto as Exhibit "B", to the CFD requesting disbursement from Bond Proceeds to the Water District of an amount equal to all Deposits due and payable. Within twenty (20) business days of the Water District's receipt of Bond Proceeds pursuant to such disbursement request, the Water District shall return the Deposits to the Developer in an amount equal to the amount of the Bond Proceeds received from the CFD. The Water District may expend such Deposits as an inter-fund borrowing to pay for the costs eligible to be financed by the Water District Fees to be repaid solely from any Water District Fees received by the Water District. In the event Bonds are not issued within twenty-four (24) months of the date of any Deposit, such Deposit may be applied to pay the Water District Fees, and shall no longer be reflected as a deposit on the accounts of the Water District. Developer understands that the issuance of Bonds shall be in the sole discretion of the City. No provision of this Agreement shall be construed as a promise, warranty or agreement by the City to issue any Bonds. Neither the City nor the CFD shall bear any liability to the Developer or the Water District for its decision not to issue Bonds.]

The Parties understand and agree that in the unlikely event the CFD is not formed or the CFD does not issue Bonds the Water District has no obligation or liability to reimburse the Developer for any Deposits previously made by Developer, or its successor or assigns, to the Water District in connection with the Project. Further, in the event that the CFD is not formed or the CFD does not issue Bonds the Parties understand and agree that the Water District has no obligation or liability to expend its own funds for the acquisition or construction of any Water Facilities for the Project.

This Agreement is intended merely to provide the terms and conditions under which Developer, or its successors or assigns, makes payments to the Water District for all Water District Fees required to be paid by the Developer prior to the issuance of certain building permits within the Project as required by the Water District.

4. Indemnification. Developer shall assume the defense of, indemnify and save harmless, City, Water District and the CFD, their respective officers and employees, and each and every one of them (the "Indemnified Parties"), from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from, any act or omission of Developer with respect to this Agreement, the formation of the CFD, the levy and collection of any special taxes within the CFD or the issuance of Bonds by or on behalf of the CFD and the expenditure of Bond Proceeds; provided, however, that Developer shall not be required to indemnify any person or entity as to damages resulting from the gross negligence or willful misconduct of any of the Indemnified Parties. In the event Developer's indemnification pursuant to the preceding sentence is insufficient, the City shall assume the defense of, indemnify and save harmless, the Water District, its respective officers and employees, and each and every one of them, from and against all actions, damages, claims, losses or expenses of every type and description to which the Water District may be subjected or put, by reason of, or resulting from, any act or omission of the Developer with respect to this Agreement, the formation of the CFD, the levy and collection of any special taxes within the CFD or the issuance of Bonds by or on behalf of the CFD and the expenditure of Bond Proceeds; provided, however, that the City shall not be required to indemnify any person or entity as to actions, damages, liabilities, claims, losses or expenses of any type resulting from negligence or willfulness conduct of such person or entity or their officers, agents or employees.

5. Amendment and Assignment. This Agreement may be amended at any time but only in writing signed by each party hereto. This Agreement may be assigned, in whole or in part, by the Developer to the purchaser of any parcel of land within the Property only with the prior written consent of the Water District, the City and the CFD, which consent shall not be unreasonably withheld. In connection with any such consent of the Water District, the City or the CFD, the Water District, the City or the CFD, as applicable, may condition its consent upon the acceptability of the relevant experience and financial condition of the proposed assignee, the assignee’s express assumption of all obligations of the Developer hereunder, and/or upon any other factor which the City or CFD, as applicable, deems relevant in the circumstances. Any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned, and shall not be effective until approved in writing by the City, the Water District and the CFD.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein and supersedes all prior agreements and negotiations between the parties with respect to the subject matter of this Agreement.

7. Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when personally delivered or seventy-two hours following deposit of the same in any United States Post Office in California, registered or certified, postage prepaid, addressed as follows:

- City: City of Calimesa  
908 Park Avenue  
Calimesa, California 92320-1127  
Attn: City Manager
  
- Water District: Yucaipa Valley Water District  
12770 Second Street  
P.O. Box 730  
Yucaipa, California 92399  
Attn: Joseph B. Zoba, General Manager
  
- Developer: San Gorgonio Land, LLC  
2392 Morse Avenue  
Irvine, California 92614  
Attn: Andrew P. Cook, Esq., General Counsel

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party hereto.

8. Attorneys’ Fees. In the event of the bringing of any action or suit by any Party against any other Party arising out of this Agreement, the Party in whose favor final judgment shall be entered shall be entitled to recover from the losing Party all costs and expenses of suit, including reasonable attorneys’ fees.

9. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent permitted by law.

10. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

11. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party hereto, or the failure by a party to exercise its rights upon the default of another party, shall not constitute a waiver of such party's right to insist and demand strict compliance by such other party with the terms of this Agreement thereafter.

12. No Third Party Beneficiaries. No person or entity other than the CFD, when and if formed, shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement (either express or implied) is intended to confer upon any person or entity, other than the Water District, the CFD, and Developer (and their respective successors and permitted assigns, exclusive of individual homebuyers), any rights, remedies, obligations or liabilities under or by reason of this Agreement.

13. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**CITY OF CALIMESA, a municipal corporation**

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

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**YUCAIPA VALLEY WATER DISTRICT]**

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

**ATTEST:**

By: \_\_\_\_\_  
Secretary]

**SAN GORGONIO LAND, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF PROPERTY**

The Land referenced to herein below is situated in the City of Calimesa in the County of Riverside, State of California, and is described as follows:

[Parcels 1 through 13 of Parcel Map No. 33105, as shown on file in Book 243, Pages 99 through 111, of Maps, Records of Riverside County California.] [TO BE CONFIRMED]

54953569.4

**EXHIBIT A-2**

**WATER DISTRICT FEES**

1. Water Development Impact Fee
2. Wastewater Development Impact Fee
3. Offsite Wastewater Improvement Fee (Existing Sewer Lift Station Upgrade)

[TO BE CONFIRMED]

**EXHIBIT B**  
**DISBURSEMENT REQUEST FORM**

1. City of Calimesa Community Facilities District No. 2018-1 (Summerwind Trails) ("CFD") is hereby requested to pay from the CFD bond proceeds to the Yucaipa Valley Water District (the "Water District"), as Payee, the sum set forth in 3 below.

2. The undersigned certifies that the amount requested for Water District Fees is due and payable and has not formed the basis of any prior request or payment.

3. Amount requested: \$ \_\_\_\_\_

For Lot Nos: \_\_\_\_\_

[INSERT ITEMIZED SCHEDULE]

4. The amount set forth in 3 above is authorized and payable pursuant to the terms of the Fee Deposit and Refund Agreement by and among the CITY OF CALIMESA, the YUCAIPA VALLEY WATER DISTRICT and SAN GORGONIO LAND, LLC, a Delaware limited liability company, dated as of \_\_\_\_\_, 2018 (the "Agreement"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Date: \_\_\_\_\_

**SAN GORGONIO LAND, LLC**, a Delaware limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ACKNOWLEDGED BY:

**YUCAIPA VALLEY WATER DISTRICT**

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

Title: \_\_\_\_\_

# Director Comments



Yucaipa Valley Water District

# Adjournment



Yucaipa Valley Water District



## FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

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

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

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

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

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

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

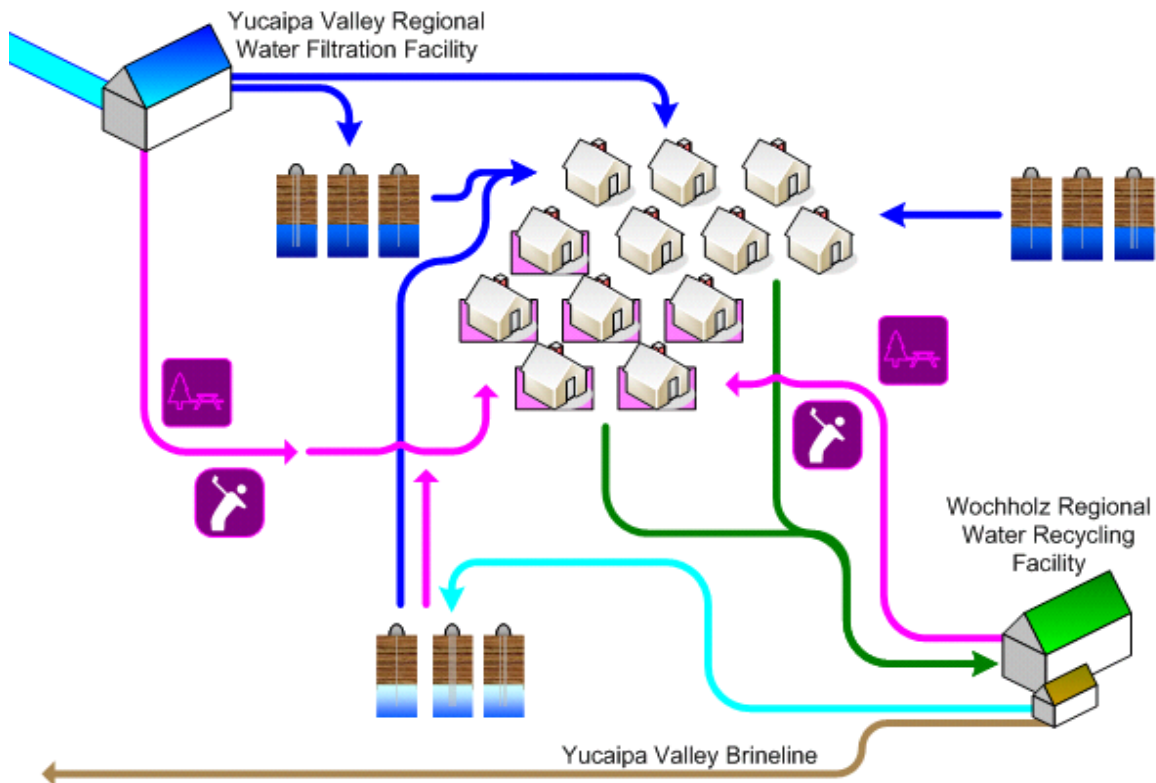
**Brine Disposal:** 2.2 million gallon desalination facility at sewer treatment plant  
1.108 million gallons of Inland Empire Brine Line capacity  
0.295 million gallons of treatment capacity in Orange County



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



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





## THE MEASUREMENT OF WATER PURITY

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

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

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

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

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

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





## GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## COMMONLY USED ABBREVIATIONS

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