



# Yucaipa Valley Water District

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

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

Tuesday, September 4, 2018 at 6:00 p.m.

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- I. **CALL TO ORDER** - Pledge of Allegiance
- II. **ROLL CALL**
- III. **PUBLIC COMMENTS** - At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. **CONSENT CALENDAR** - All consent calendar matters are routine and will be acted upon in one motion. There will be no discussion of these items unless board members, administrative staff, or members of the public request specific items to be discussed and/or removed prior to the vote for approval.
  - A. Minutes of Meetings
    - 1. Regular Board Meeting - August 21, 2018
    - 2. Board Workshop - August 28, 2018
- V. **STAFF REPORT**
- VI. **DISCUSSION ITEMS**
  - A. Consideration of Purchasing Water and Wastewater Data and Compliance Management Software [[Director Memorandum No. 18-118 - Page 14 of 101](#)]  
RECOMMENDED ACTION: That the Board authorizes the General Manager to execute the Customer Service Agreement with WaterTrax USA.
  - B. Consideration of Resolution No. 2018-28 Revising Policies and Practices Related to Accessory Dwelling Units and Multiple Unit Developments [[Director Memorandum No. 18-119 - Page 29 of 101](#)]  
RECOMMENDED ACTION: That the Board adopt Resolution No. 2018-28.
  - C. Discussion Regarding the Quantity of Imported Water to Order for 2019 from the San Bernardino Valley Municipal Water District [[Director Memorandum No. 18-120 - Page 36 of 101](#)]  
RECOMMENDED ACTION: That the Board authorize the General Manager to purchase 7,500 acre-feet of imported water for Calendar Year 2019 for \$943,500.

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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)

- D. Discussion Regarding the Quantity of Imported Water to Order for 2019 from the San Gorgonio Pass Water Agency [[Director Memorandum No. 18-121 - Page 38 of 101](#)]  
 RECOMMENDED ACTION: That the Board authorize the General Manager to purchase 1,150 acre-feet of imported water for Calendar Year 2019 for \$355,350.
- E. Discussion Regarding the Initiation of the Monitoring Operations and Reporting Enhancement (MORE) Project [[Director Memorandum No. 18-122 - Page 40 of 101](#)]  
 RECOMMENDED ACTION: That the Board authorizes the General Manager to execute a contract with Separation Processes, Inc. for the Monitoring Operations and Reporting Enhancement (MORE) Project for a sum not to exceed \$330,436.
- F. Consideration of Amendment No. 2 to the Memorandum of Agreement for the Terms and Conditions of Employment for Management - Exempt Employees of the Yucaipa Valley Water District [[Director Memorandum No. 18-123 - Page 48 of 101](#)]  
 RECOMMENDED ACTION: That the Board approves Amendment No. 2 to the Memorandum of Agreement with the Management – Exempt Employee Bargaining Group.
- G. Consideration of a Development Agreement No. 2018-09 to Provide Drinking Water, Sewer and Recycled Water Service - Hal Sears Revocable Trust [[Director Memorandum No. 18-124 - Page 51 of 101](#)]  
 RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2018-09.
- H. Overview of a Proposed Development Agreement for Tract No. 32702-1 and 32702-2 - DR Horton [[Director Memorandum No. 18-125 - Page 71 of 101](#)]  
 RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2018-11.

**VII. BOARD REPORTS & DIRECTOR COMMENTS**

**VIII. ANNOUNCEMENTS**

- A. September 11, 2018 at 4:00 p.m. - Board Workshop
- B. September 18, 2018 at 6:00 p.m. - Regular Board Meeting
- C. September 25, 2018 at 4:00 p.m. - Board Workshop
- D. October 2, 2018 at 6:00 p.m. - Regular Board Meeting
- E. October 9, 2018 at 4:00 p.m. - Board Workshop
- F. October 16, 2018 at 6:00 p.m. - Regular Board Meeting
- G. October 30, 2018 at 4:00 p.m. - Board Workshop
- H. November 6, 2018 at 6:00 p.m. - Regular Board Meeting
- I. November 13, 2018 at 4:00 p.m. - Board Workshop
- J. November 20, 2018 at 6:00 p.m. - Regular Board Meeting
- K. November 27, 2018 at 4:00 p.m. - Board Workshop
- L. December 4, 2018 at 6:00 p.m. - Regular Board Meeting
- M. December 11, 2018 at 4:00 p.m. - Board Workshop
- N. December 18, 2018 at 6:00 p.m. - Regular Board Meeting
- O. ~~December 25, 2018 at 4:00 p.m. - Board Workshop~~ **Canceled**
- P. ~~January 1, 2019 at 6:00 p.m. - Regular Board Meeting~~ **Canceled**
- Q. January 8, 2019 at 4:00 p.m. - Board Workshop
- R. January 15, 2019 at 6:00 p.m. - Regular Board Meeting
- S. January 29, 2019 at 4:00 p.m. - Board Workshop

**IX. CLOSED SESSION**

- A. Conference with Real Property Negotiator(s) (Government Code 54956.8)  
Property: Assessor's Parcel Numbers: 413-380-001 - 009, and 013  
Agency Negotiator: Joseph Zoba, General Manager  
Negotiating Parties: Johnson  
Under Negotiation: Terms of Payment and Price
- B. Conference with Legal Counsel--Existing Litigation - Government Code 54956.9(d)  
YVWD vs Hillcrest Mobile Home Park  
San Bernardino Superior Court Case No. CIVDS 1808441

**X. ADJOURNMENT**

# Consent Calendar



Yucaipa Valley Water District



# MINUTES OF A REGULAR BOARD MEETING

August 21, 2018 at 6:00 P.M.

**Directors Present:**

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

**Staff Present:**

Joseph Zoba, General Manager  
Allison Edmisten, Chief Financial Officer  
Mike Kostelecky, Operations Manager  
Kathryn Hallberg, Implementation Manager  
Kevin Lee, Interim Operations Manager  
Thaxton VanBelle, Interim Operations Manager  
Frank Sclafani, Administrative Clerk Intern

**Directors Absent:**

Lonni Granlund, Director  
Tom Shalhoub, Director

**Consulting Staff Present:**

David Wysocki, Legal Counsel

**Registered Guests and Others Present:**

Linda Shelton, Customer  
Joyce McIntyre, Customer  
Bassam Alzammar, Customer  
Doug Leja, Customer  
Jan Leja, Customer  
Leonard Stephenson, San Gorgonio Pass Water Agency  
Adam Askenaizer, Yucaipa News Mirror

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**CALL TO ORDER**

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Director Jay Bogh at 6:00 p.m. at the Administrative Office Building, 12770 Second Street, Yucaipa, California.

**FLAG SALUTE**

Director Jay Bogh led the pledge of allegiance.

**ROLL CALL**

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

Director Lonni Granlund and Director Tom Shalhoub were absent.

**PUBLIC COMMENTS**

None

CONSENT CALENDAR

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

- A. Minutes of Meetings
  - 1. Regular Board Meeting - August 7, 2018
  - 2. Board Workshop – August 14, 2018
- B. Payment of Bills
  - 1. Approve/Ratify Invoices for Board Awarded Contracts
  - 2. Ratify General Expenses for July 2018

The motion was approved by the following vote:

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

STAFF REPORT

None.

DISCUSSION ITEMS:

DM 18-115

PUBLIC HEARING –  
CONSIDERATION OF  
RESOLUTION NO.  
2018-27 UPDATING  
THE CALCULATION  
FOR FACILITY  
CAPACITY CHARGES  
RELATED TO THE  
PURCHASE OF WATER  
RESOURCES FOR NEW  
DEVELOPMENT WITHIN  
THE BOUNDARY OF  
THE SAN GORGONIO  
PASS WATER AGENCY  
AND THE CITY OF  
CALIMESA

General Manager Joseph Zoba discussed the need to update the calculation for the purchase of water supplies for new development within the boundary of the San Gorgonio Pass Water Agency and the City of Calimesa.

President Jay Bogh opened the public hearing. With no public comments or questions, the public hearing was closed.

Director Bruce Granlund moved to adopt Resolution No. 2018-27. Director Chris Mann seconded the motion.

The motion was approved by the following vote:

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

DM 18-116

CONSIDERATION OF  
CLAIM FOR REPAIR  
COSTS RELATED TO A  
WATER LINE REPAIR  
ON PANORAMA DRIVE  
- BOLEN

Implementation Manager Kathryn Hallberg presented the claim for damages at 36226 Panorama Drive, Yucaipa by Patsy Bolen.

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

The motion was approved by the following vote:

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

DM 18-117

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

Chief Financial Officer Allison Edmisten presented the Unaudited Financial Report for the period ending on July 31, 2018.

Director Bruce Granlund moved that the Board receive and file the unaudited financial report. Director Chris Mann seconded the motion.

The motion was approved by the following vote:

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

BOARD REPORTS AND  
DIRECTOR COMMENTS

- Director Chris Mann and Director Bruce Granlund reported on the San Bernardino Water Conference held on August 10, 2018.
- Director Bruce Granlund reported on the San Gorgonio Pass Water Agency Engineering Workshop on August 14, 2018.
- Director Bruce Granlund reported on a meeting with Jonathan Weldy and Lonni Granlund about the Casa Blanca Project on August 16, 2018.

ANNOUNCEMENTS

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

CLOSED SESSION

Director Jay Bogh, Director Bruce Granlund and Director Chris Mann were present in closed session with Legal Counsel David Wysocki, General Manager Joseph Zoba, and Chief Financial Officer Allison Edmisten to discuss the following item.

- A. Conference with Real Property Negotiator(s)  
(Government Code 54956.8) Property:  
Assessor's Parcel Numbers: 413-380-001 - 009,  
and 013; Agency Negotiator: Joseph Zoba,  
General Manager; Negotiating Parties: Johnson;  
Under Negotiation: Terms of Payment and Price

After reconvening out of closed session, Legal Counsel David Wysocki reported that direction was provided to the General Manager and that there were no other reportable actions taken.

ADJOURNMENT

The meeting was adjourned at 6:20 p.m.

Respectfully submitted,

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Joseph B. Zoba, Secretary

(Seal)

# MINUTES OF A BOARD WORKSHOP

August 28, 2018 at 4:00 P.M.

Directors Present:

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

Staff Present:

Jennifer Ares, Water Resource Manager  
Allison Edmisten, Chief Financial Officer  
Ashley Gibson, Water Resource Project Supervisor  
Kathryn Hallberg, Implementation Manager  
Dustin Hochreiter, Senior Engineering Technician  
Mike Kostelecky, Operations Manager  
Kevin Lee, Interim Operations Manager  
Tim Mackamul, Integrated Senior Plant Operator  
Matthew Porras, Implementation Manager  
Michael Rivera, Public Works Supervisor  
Frank Sclafani, Administrative Clerk I/Intern  
Joseph Zoba, General Manager

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel  
Jim Vickers, Separation Processes

Guests and Others Present:

David Duron, Customer  
Joyce McIntyre, Customer  
George Sardeson, Customer  
Linda Shelton, Customer  
Ron Duncan, San Gorgonio Pass Water Agency

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- I. Call to Order - 4:00 p.m.
  - II. Public Comments
    - George Sardeson shared information about the recent passing of Louis Fletcher, a former general manager of the San Bernardino Valley Municipal Water District.
  - III. Staff Report - General Manager Joseph Zoba provided information about the following topics:
    - Senate Bill 845 (Monning) would require more than 3,000 community water systems to add a state-mandated voluntary remittance with an opt-out feature to water bills.
    - The paradox of irrigation efficiency was discussed and how research is showing that higher efficiency water delivery systems rarely reduce water consumption.
    - The District is currently recruiting for a Purchasing Agent.
    - The Yucaipa Sustainable Groundwater Management Agency will be conducting a meeting on Wednesday, August 29, 2018.

- IV. Presentations
  - A. Overview of the Proposed Monitoring Operations and Reporting Enhancement (MORE) Project [Workshop Memorandum No. 18-208] - Jim Vickers from Separation Processes provided a detailed overview of the proposed MORE Project.
  - B. Overview of Water Demands and Residential Gallons per Capita Consumption for the Yucaipa Valley Water District [Workshop Memorandum No. 18-209] - General Manager Joseph Zoba provided an overview of the current summer water demands as compared to last year.
  - C. Overview of the Yucaipa Valley Regional Water Supply Renewal Project and Phase I of the Salinity and Groundwater Enhancement (SAGE) Project [Workshop Memorandum No. 18-210] - General Manager Joseph Zoba reviewed the elements of the Yucaipa Valley Regional Water Supply Renewal Project and the next steps for Phase I improvements at the Wochholz Regional Water Recycling Facility.
- V. Operational Updates
  - A. Overview of WaterTrax Database Management System for Water Quality Data [Workshop Memorandum No. 18-211] - Water Resource Project Supervisor Ashley Gibson and Integrated Senior Plant Operator Tim Mackamul provided an overview of the WaterTrax laboratory data system.
- VI. Capital Improvement Projects
  - A. Status Report on the Construction of an 8-Inch Sewer Mainline in Yucaipa Boulevard [Workshop Memorandum No. 18-212] - Implementation Manager Matthew Porras provided an update on the proposed construction schedule for the Yucaipa Boulevard sewer improvements.
- VII. Policy Issues
  - A. Discussion Regarding Updates to the Policy Related to Accessory Dwelling Units and Other Multiple Unit Developments [Workshop Memorandum No. 18-213] - General Manager Joseph Zoba provided an overview of proposed changes to the Accessory Dwelling Unit policy.
- VIII. Development Related Items
  - A. Overview of a Proposed Development Agreement with DR Horton for Tract No. 32702-1 and 32702-2 within the Summerwind Development - Calimesa [Workshop Memorandum No. 18-214] - General Manager Joseph Zoba provided an overview of the proposed development agreement.
  - B. Overview of a Proposed Development Agreement for Tract 15195 - Wayne Simmons [Workshop Memorandum No. 18-215] - General Manager Joseph Zoba provided an overview of the proposed development agreement.
  - C. Overview of a Proposed Development Agreement with Carl Brandstetter for Assessor Parcel Numbers 303-301-44 and 303-151-38 - Yucaipa [Workshop Memorandum No. 18-216] - General Manager Joseph Zoba provided an overview of the proposed development agreement.
- IX. Administrative Items
  - A. Overview of the Imported Water Order for 2019 for the San Bernardino Valley Municipal Water District [Workshop Memorandum No. 18-217] - General Manager

Joseph Zoba provided an overview of the proposed imported water order from the San Bernardino Valley Municipal Water District.

- B. Overview of the Imported Water Order for 2019 for the San Gorgonio Pass Water Agency [Workshop Memorandum No. 18-218] - General Manager Joseph Zoba provided an overview of the proposed imported water order from the San Gorgonio Pass Water Agency.
- C. Discussion Regarding the Preparation of Information to Communicate with Customers, Regulators, and Stakeholders [Workshop Memorandum No. 18-219] - This item was continued to a future meeting.
- X. Director Comments - None
- XI. Announcements - Future meeting dates were identified on the meeting agenda.
- XII. Closed Session - A closed session was not conducted at this meeting.
- XIII. Adjournment - The meeting was adjourned at 5:10 p.m.

Respectfully submitted,

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Joseph B. Zoba, Secretary

# Staff Report



Yucaipa Valley Water District



# Discussion Items



Yucaipa Valley Water District



**Date:** September 4, 2018

**Prepared By:** Ashley Gibson, Water Resource Project Supervisor  
Timothy Mackamul, Senior Integrated Operator

**Subject:** Consideration of Purchasing Water and Wastewater Data and Compliance Management Software

**Recommendation:** That the Board authorize the General Manager to execute the Customer Service Agreement with WaterTrax USA.

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All drinking water treatment plants and wastewater treatment plants are required to submit recurring reports to the California State Water Resource Control Board (SWRCB). The reports inform the SWRCB of the District's performance regarding compliance with their water quality permits and regulations. Failure to provide the reports in an accurate and timely manner results in negative consequences, such as fines.

Staff currently spends a large amount of time manually gathering data to submit to the SWRCB. Additionally, District staff members manually enter lab result data, which poses a risk of transcription errors.

The proposed implementation of WaterTrax software will empower staff to import data directly from the lab, maximizing the efficiency of how District staff spend their time. Alerts will be received by staff when a water quality result is out of compliance, so that it may be addressed and corrected. The software will seamlessly integrate with the current development of the District's master database. The required reports for the SWRCB are produced with a few clicks, and possible inaccuracies are reduced, improving water quality data management, refining staff efficiency, and protecting from negative findings during a SWRCB Audit/Inspection.

The attached contract includes: a onetime fee of \$35,465, which includes data migration, implementation, and training both in person and remotely. The annual subscription cost is \$21,875 for the WaterTrax software.

#### Financial Consideration

The cost of the new software is \$21,875 per year with a one-time professional services fee of \$35,465. The 2018-19 budget includes funding for \$2,400 for a current software that will no longer be utilized. Funding for the new software will be split from the Water and Sewer Funds, Administrative Services Departments [GL Account #xx-5-06-54005]. The increased cost was not included in the 2018-19 approved budget and will be included in a future budget adjustment.



**WaterTrax**  
 2400 - 1111 West Georgia St  
 Vancouver BC V6E 4M3

Created Date 8/15/2018  
 Quote Number 00000928

**PROPOSAL**

**Quotation Provided To:**

Yucaipa Valley Water District  
  
 Ashley Gibson  
  
 12770 2nd Street  
 Yucaipa, CA 92399-0730  
 United States

**Quotation Provided By:**

David Stadelmann  
  
 (303) 952-0021  
  
 dave@linkotechnology.com

Core Product	Line Item Description	Total Price
Water Data Management	Annual subscription to Water Data Management software for streamlined compliance reporting and visibility of drinking water quality and compliance related data.  Includes twenty (20) end user log-ins. All users have access to all WaterTrax software, pending permissions assigned by client administrator. End user log ins are transferable.	\$7,500.00
Wastewater Data Management	Annual subscription to Wastewater Data Management software for streamlined compliance reporting and visibility of WWTP performance and compliance related data.	\$5,625.00
Additional Users	Add ten (10) additional user subscriptions. This increases the number of end users from twenty (20) to thirty (30).	\$2,000.00
Base Package Configuration	One time professional services fee for set up and configuration of WaterTrax Drinking Water and Wastewater modules. - System Hierarchy (Water & Wastewater Systems and Sample Locations) - End user permissions and work group settings - Administrator settings - Sampling locations, frequencies, parameter limits	\$8,200.00
Electronic Report Templates	Build, test and implement five (5) state-required reports for Wastewater compliance reporting to the California Water Quality Control Board. Drinking water reports are standard WaterTrax outputs and will be configured and delivered during implementation. - Monthly SMR - Monthly DMR - Quarterly SMR - Quarterly DMR - Annual DMR	\$6,150.00
Sampling Planner - Water	Annual subscription to Sampling Planner module for Drinking Water.  - Meet requirements of unique sample schedules for each unique sampling location - Ensure all required parameters are sampled for. - Receive sampling reminders and alerts - Use pre-configured Chain of Custody (COC) and bottle labels	\$1,500.00
Sampling Planner -	Annual subscription to Sampling Planner module for Wastewater.  - Meet requirements of unique sample schedules for each unique sampling location	\$1,500.00



**WaterTrax**  
 2400 - 1111 West Georgia St  
 Vancouver BC V6E 4M3

Created Date 8/15/2018  
 Quote Number 00000928

Wastewater	- Ensure all required parameters are sampled for. - Receive sampling reminders and alerts - Use pre-configured Chain of Custody (COC) and bottle labels	
Sample Planner Setup	One time fee for set up and configuration of Sampling Planner software to operate with both Drinking Water and Wastewater systems.	\$4,100.00
WaterTrax Mobile	Annual subscription to the mobile data entry application for entering results and measurements in the field/plant using smartphones or tablets.	\$3,000.00
WaterTrax Mobile Setup and Training	One time fee for set up and configuration of WaterTrax Mobile module. Includes enabling Mobile for operation with both Drinking Water and Wastewater modules.	\$3,280.00
Complaint Management	Annual subscription to Complaint Management module for tracking and reporting customer complaints regarding water quality incidents.	\$750.00
Initial Setup	One time fee for set up and configuration of Complaint Management module.	\$615.00
Mapping Module	Annual subscription to mapping module for the display of water quality results and measurements in Google Maps. The geo-spatial display provides visibility into water statuses from a geographical perspective. (ie, water pressure throughout the distribution system.)	\$0.00
Mapping Module Setup	One time fee for set up and configuration of Mapping module.	\$1,640.00
Base Package Training	Provide training courses for all WaterTrax software purchased. Delivered with a combination of on-site training (8 hours) and remote sessions using GoToMeeting screen share software and a live instructor. Remote courses are typically two hours in length and can accommodate up to ten people.  Courses to be delivered include: - WaterTrax 101, Getting started with the Basics - Using Sample Planner for sampling excellence - Make it Mobile - Using WaterTrax Mobile for field data entry - Making great decisions with the Mapping module - Complaints tracking and reporting. - Catch all, follow up session.	\$3,280.00
Data Migration	Placeholder budget for historical data migration services. Actual cost to be invoiced at \$205 per hour up to 40 hours. WaterTrax will attempt to import historical data (legacy data) through Clinical lab, Babcock lab and Eurofin lab EDD outputs. If effort for data migration exceeds total budget, a separate quote for services will be provided.	\$8,200.00

**Summary of Fees**

<b>Total Recurring Annual Fee</b>	\$21,875.00
<b>One Time Professional Services Fee</b>	\$35,465.00
<b>GRAND TOTAL</b>	<b>\$57,340.00</b>



## WaterTrax USA, Inc. Customer Service Agreement

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Between:

Yucaipa Valley Water District 12770 2 <sup>nd</sup> Street Yucaipa, CA 92399 USA	- and -	WaterTrax USA Inc. 1420 – 5 <sup>th</sup> Ave, Suite 2200 Seattle, WA 98101 USA
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WaterTrax USA, Inc. ("WaterTrax") provides its online data-management service for water quality and operating data presently located at [www.watertrax.com](http://www.watertrax.com) ("the Service") to you ("Subscriber") upon the terms and conditions set out below. By using the Service, Subscriber agrees to abide by the terms of this Customer Service Agreement ("Agreement").

1. **Services and Payment.** WaterTrax hereby agrees to provide the Service and Subscriber agrees to pay the Subscription Fee (the "Fee"), all as outlined in Schedule A, and as provided in the proposal document dated 8/13/2018 provided to the Subscriber (the "Proposal"). The parties can agree from time to time to vary the Service offered or the Fee, provided that such agreement is in writing. In addition, WaterTrax will provide Technical Support Services ("Support") as outlined in Schedule C, and after sales service consisting of Implementation and Training Services as outlined in Schedule D.

legal names, email addresses, telephone numbers, etc.) is correctly set-up in the Service. WaterTrax shall have the right at all times to ensure that the number and identity of Users is limited to those specified in Schedule B. It is not permissible to share Login Identifications between individuals or transfer Login Identifications to other parties without prior written permission of WaterTrax.
2. **License.** WaterTrax grants Subscriber a non-exclusive, non-transferable, limited license (1) to access and use the Service and WaterTrax data ("WaterTrax Data") and (2) to post Subscriber's data ("Subscriber's Data") to the Service, and (3) to use the WaterTrax Data solely with respect to Subscriber's systems/facilities, as outlined in Schedule A. Subscriber's Data shall include all information provided through configuration of the Service, and laboratory and operational readings submitted by Subscriber, or by any party authorized by Subscriber to submit Subscriber's Data to the Service.

4. **Lab Authorization.** If some or all of the Subscriber's Data will be posted to the Service by a third party Laboratory, then Subscriber agrees to forward and have each Laboratory sign Laboratory Authorization as per Schedule E. Subscriber shall forward a signed copy of each Lab Authorization by email to WaterTrax.
3. **Registered Users.** Subscriber's license to the Service entitles Subscriber to designate a limited number of Registered Users ("Users") to access the Service as listed in Schedule B. Each User shall be assigned a Login Identification, which will include a username and password. All Users of the Service are subject to all the terms and conditions of this Agreement. Subscriber is responsible for all access to the Service and use of the Data by Subscriber's personnel or designated Users, whether or not Subscriber has knowledge of or authorizes such use. Subscriber shall assign to the Users one of the permissions levels as outlined in Schedule B. Subscriber is responsible for ensuring that all relevant contact information of the Users (such as

5. **Technical and Administrative Contacts.** The names of Subscriber's technical and administrative contacts (the "Subscriber's Representatives") for all communications between Subscriber and WaterTrax pertaining to this Agreement are set out in the attached Schedule B. Subscriber represents that the Subscriber's Representatives have the power to act on behalf of Subscriber with respect to this Agreement. Subscriber may change these contacts by providing written notice to WaterTrax.
6. **Subscriber's Internal Policies.** WaterTrax is not responsible for compliance with Subscriber's internal policies, regardless of whether it has notice of them.

7. **Term.** This term of this Agreement is detailed in Schedule A.
8. **Intellectual Property.** WaterTrax, the WaterTrax logo and other WaterTrax logos and product and service names are trademarks of WaterTrax (the "WaterTrax Marks"), whether or not registered. Without WaterTrax

## WaterTrax USA, Inc. Customer Service Agreement

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prior permission, Subscriber agrees not to display or use, in any manner, the WaterTrax Marks.

Subscriber acknowledges and agrees that the Service, the interface to it (including without limitation data entry screens and reports generated by the Service) and all software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Subscriber agrees not to use such property, including without limitation trade-marks, patents and other intellectual property of WaterTrax except as expressly authorized by this Agreement. Except as expressly authorized by WaterTrax, Subscriber agrees not to modify, rent, lease, loan, sell, distribute or create derivative works or businesses based on the Service, in whole or in part.

9. **Prohibited Uses.** Subscriber agrees not to access the Service by any means other than through the interface that is provided by WaterTrax for use in accessing the Service. Subscriber shall not access the Service for the purpose of data mining or extracting content from the Service beyond Subscriber's end use. Subscriber shall not resell the WaterTrax Data or Service to third parties, in whole or in part. Without limiting the generality of the foregoing, Subscriber shall not use the Service except for its own Subscriber's Data. Subscriber may not use the Service or WaterTrax Data for any purpose not expressly provided for in this Agreement.

The Service has been designed so that each Subscriber's Data can only be accessed by that Subscriber (including Subscriber's Users) so that each User can access only the information to which it is entitled as determined by Subscriber. Subscriber agrees that it will not attempt to access, download, copy or otherwise use any information provided by the Service that Subscriber is not authorized to access, and Subscriber agrees to ensure that each individual User authorized by Subscriber does not do so or attempt to do so. If, however, Subscriber or any User authorized by Subscriber does access, receive or otherwise obtain any such unauthorized information, then Subscriber agrees to treat such information as strictly confidential and promptly notify WaterTrax, and not to download, copy, transmit or otherwise use any of such unauthorized information, except as may be expressly authorized by WaterTrax.

10. **Privacy.** WaterTrax will at all times comply with the Privacy Policy as posted on its website at [www.watertrax.com](http://www.watertrax.com).

11. **Security.** WaterTrax will maintain the Service at a reputable third party Internet service provider and hosting facility, where commercially reasonable security precautions are taken to prevent unauthorized access to the Service. Subscriber acknowledges that, notwithstanding such security precautions, use of, or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Service and Subscriber's Data. ACCORDINGLY, WATERTRAX CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY, OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

12. **Rights in Data.** All property rights in the Subscriber's Data that is provided by Subscriber, or by any party authorized by Subscriber to submit data to the Service, including without limitation copyrights, are and shall continue to be the exclusive property of Subscriber. Subscriber acknowledges and agrees that WaterTrax may disclose Subscriber's Data if required to do so by law or with prior written consent of the Subscriber. WaterTrax may provide statistical information, using Subscriber's data, to third parties, but such information will not include personally identifying information. WaterTrax may access Subscriber's Data to respond to service or technical problems with the Service.

WaterTrax shall retain Subscriber's Data for a period of thirty (30) days after expiration or termination of this Agreement. After thirty (30) days, WaterTrax may delete and destroy all Subscriber's Data without notice or further liability to the Subscriber.

WaterTrax reserves the right to establish (and notify the Subscriber of) a maximum amount of memory or other computer storage and a maximum amount of Subscriber's Data that Subscriber may post, store, or transmit on or through the Service.

13. **Responsibility/Indemnity.** Subscriber will ensure that all information submitted to the Service by Subscriber, or by any party authorized by Subscriber to submit Subscriber's Data to the Service, complies with current data format requirements specified by WaterTrax, and that all parties having an interest in such information have consented to the information being submitted. Failure to comply with data formats may see data rejected, or improperly posted or acted upon. Subscriber shall, at all times, ensure that all appropriate user and default settings have been selected. Subscriber also acknowledges that WaterTrax does not check user



## WaterTrax USA, Inc. Customer Service Agreement

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or default settings or Subscriber's Data posted to Subscriber's database for accuracy. Subscriber is responsible for all access to the Service and use of the Subscriber's Data by Subscriber's personnel or the use of Subscriber's account, whether or not Subscriber has knowledge of or authorizes such use. Subscriber and Users shall maintain the confidentiality of password and account log-in identification. Subscriber agrees to indemnify and hold harmless WaterTrax against any liability or claim of any person that relates to the use of the Service.

Subscriber acknowledges that WaterTrax has no control over the source, quality, format, nature, ownership or legality of information submitted to the Service by the Subscriber and that the Subscriber is responsible for any claims or liabilities that may arise from the Subscriber's actions in submitting information to the Service.

- 14. Dealing with Third Parties.** Subscriber's correspondence or business dealings with third parties accessed through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between Subscriber and such third parties. Subscriber agrees that WaterTrax is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because WaterTrax has no control over such sites and resources, Subscriber acknowledges and agrees that WaterTrax is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. Subscriber further acknowledges and agrees that WaterTrax shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

**15. Warranty.**

WaterTrax warrants that:

(I) It has the power, authority and capacity, and has received all necessary authorizations and approvals, to enter into this Agreement, (II) it owns or has all rights in and to the intellectual property rights in the Service

necessary to grant the licenses granted in this Agreement, (III) the use of the Service in accordance with the terms of this Agreement does not, and will not infringe on the intellectual property rights of a third party, (IV) the Service will conform to the written descriptions that have been provided to the Subscriber as are set out in the Schedules to this Agreement and that are found at [www.watertrax.com](http://www.watertrax.com) at the date of this Agreement, (V) WaterTrax will take all reasonable steps to ensure the Service will be free of viruses, malicious codes and spy-ware throughout the term of this Agreement, (VI) WaterTrax will undertake all reasonable efforts to correct any material errors in the service.

**16. Disclaimer and Limitation of Liability.**

EXCEPT AS PROVIDED IN THE WARRANTY ABOVE SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT:

SUBSCRIBER'S USE OF THE SERVICE IS AT SUBSCRIBER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WATERTRAX MAKES NO REPRESENTATION OR WARRANTY THAT (I) THE SERVICE WILL MEET SUBSCRIBER'S REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE PERFORMANCE OF THE INTERNET WILL BE UNINTERRUPTED OR PERFORM AT SPECIFIED RATES, (V) SUBSCRIBER'S INTERNET SERVICE PROVIDER WILL PROVIDE UNINTERRUPTED SERVICE OR PERFORM AT SPECIFIED RATES, AND (VI) SUBSCRIBER'S EMAIL SERVICE WILL PERFORM AS WARRANTED.

SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT WATERTRAX SHALL NOT BE LIABLE FOR ANY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, SUBSCRIBER'S DATA, BODILY INJURY OR PROPERTY DAMAGE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHER INTANGIBLE LOSSES (EVEN IF WATERTRAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING

## WaterTrax USA, Inc. Customer Service Agreement

FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) INVALID DESTINATIONS, TRANSMISSION ERRORS, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR SUBSCRIBER'S DATA.

NO CLAIM, REGARDLESS OF FORM, MAY BE MADE OR ACTION BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE BASIS FOR THE CLAIM BECOMES KNOWN TO THE PARTY ASSERTING IT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WATERTRAX LIABILITY TO SUBSCRIBER PURSUANT TO THIS AGREEMENT, INCLUDING LEGAL FEES AND AWARDBLE COSTS, SHALL NEVER EXCEED THE AMOUNT PAID BY SUBSCRIBER TO WATERTRAX FOR THE USE OF THE SERVICE IN THE PREVIOUS TWELVE MONTHS.

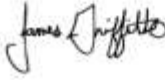
17. **After Sales Service** – The after sales services as outlined in Schedule D will be performed as a condition of this contract. If after sales services are performed on-site at the Subscriber's place of business, due to staff availability, these services may be performed by professional staff employed by WaterTrax Inc., a related Canadian corporation offering the same services as WaterTrax USA Inc.
18. **Termination for Breach:** Upon the occurrence of any of the following events: (i) the other party materially breaches or defaults in any of the material terms or conditions of this Agreement, (ii) the other party makes any assignment for the benefit of creditors, is insolvent or unable to pay its debts as they mature in the ordinary course of business, or (iii) any proceedings are instituted by or against the other party in bankruptcy or under any insolvency laws or for reorganization, receivership or dissolution, then the non-defaulting party may give the other party written notice of such default and an opportunity to cure the default within thirty (30) days after receipt of such notice, failing which the non-defaulting party may cancel this Agreement without notice.
19. **Effect of Termination:** Notwithstanding the foregoing, upon termination WaterTrax shall provide reasonable assistance to Subscriber in the migration of its Subscriber's Data as reasonably requested by Subscriber. Subscriber agrees to pay in advance for all such services rendered to Subscriber (data migration fees shall not be assessed if WaterTrax is the party in breach). Subscriber shall pay WaterTrax all other accrued and unpaid fees concurrently with giving notice of termination.
20. **Publicity.** WaterTrax may use Subscriber's name as part of a general list of customers and may refer to Subscriber as a user of the Service in general advertising and marketing materials. Each party shall obtain the other's permission prior to using the other party's name for any other marketing or promotional purposes. The parties agree that any press release or other public comments issued by either party relating to this agreement will be prepared jointly between WaterTrax and the Subscriber.
21. **Force Majeure.** Neither party is liable for any delay, interruption or failure in the performance of its obligations if caused by acts of God, war (declared or undeclared), fire, flood, storm, slide, earthquake, power failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labour disputes, or other similar event beyond the control of the party affected which may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected shall promptly notify the other, giving particulars of the event. The party so affected shall use reasonable efforts to eliminate or remedy the event.
22. **Notices.** All notices required to be given to WaterTrax shall be given to WaterTrax as set out in the Schedule B. Any notice required to be given by WaterTrax may be given by e-mail to the address of Subscriber's Technical and Administrative Contact.
23. **Counterparts/Email.** This agreement may be executed in two counterparts, each of which will be deemed to be an original, and both of which together shall constitute one agreement. This Agreement may be executed electronic copy and sent via email.
24. **Sole Agreement.** This Agreement constitutes the sole agreement between the parties, and without limiting the generality of the foregoing the Terms of Service contained on WaterTrax web-site [www.watertrax.com](http://www.watertrax.com), or any amendment or substitution of them, do not form part of any contract between Subscriber and WaterTrax.
25. **Governing Law.** The laws of the State of Washington govern this Agreement and all disputes arising out of it shall be submitted to a court of competent jurisdiction in Washington State.
26. **Assignment.** This Agreement may not be assigned by Subscriber without WaterTrax' consent, such consent not to be unreasonably withheld.



**WaterTrax USA, Inc.  
Customer Service Agreement**

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27. **General Provisions.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound. This Agreement is binding upon the successors to and permitted assigns of the parties.

<p>The signing officer of Subscriber who executes this Agreement acknowledges that he/she has read the entire Agreement, that he/she understands it and that Subscriber agrees to be bound by its terms and conditions.</p> <p>Accepted By:</p> <p>Title:</p> <p>Signed:</p> <hr style="border: 1px solid black;"/> <p>(Authorized signing officer)</p> <p>Date:</p>	<p>An authorized signing officer of WaterTrax grants this Agreement only on its signed acceptance. No one is authorized to change, alter or amend the terms or conditions of this Agreement unless agreed to in writing by an officer of WaterTrax.</p> <p>Accepted By: James Griffiths</p> <p>Title: Chief Financial Officer</p> <p>Signed: </p> <hr style="border: 1px solid black;"/> <p>(Authorized signing officer)</p> <p>Date: August 13, 2018</p>
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## WaterTrax USA, Inc. Customer Service Agreement

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- 1. Description.** WaterTrax Service - WaterTrax Service - providing online data management and/or maintenance management software to consolidate and report water, solids and air quality data and/or asset and maintenance data for your systems/facilities.
- 2. Effective Date and Term.** This Agreement commences on the date that the account is activated and initial setup is complete and shall be considered the date the Service is available to the Subscriber. The Agreement continues for one (1) year, and thereafter renews automatically for successive one (1) year periods unless either party gives the other party 30 days written notice of its intent not to renew this Agreement prior to the expiration of the then current term.
- 3. Payment Terms.** In consideration of the use of the Service, Subscriber shall pay WaterTrax the Annual Subscription Fee stated below on the Effective Date, and they shall pay the Annual Subscription Fee on or before the anniversary of the Effective Date each year thereafter. WaterTrax may amend its fees for any renewal term on 30 days notice to Subscriber given prior to the expiration of the current term. Any applicable taxes are not included in this fee.
- 4. Annual Subscription Fee for Systems/Facilities under Agreement.** The Subscriber agrees to pay the annual fees for use of the WaterTrax software products and modules listed in the table below:

Module	Annual Subscription Fee
Drinking Water	\$7,500
Wastewater	\$5,625
Additional users (add 10 users for total of 30 users)	\$2,000
Sampling Planner - Water	\$1,500
Sampling Planner - Wastewater	\$1,500
Mobile – Water & Wastewater	\$3,000
Complaints	\$750
Mapping	\$0.00
<b>Total Annual Subscription Fee</b>	<b>\$21,875</b>

Subscriber acknowledges that additional modules, additional systems/facilities being managed, or additional users to those listed in Schedule B may require adjustments in pricing. Subscriber certifies that the information is accurate and agrees to notify WaterTrax of any material change in the information.

- 5. Late Fees.** If any payment due under this Agreement is more than 30 days overdue, WaterTrax may charge interest at the rate of 1.5% per month.
- 6. Modifications.** WaterTrax may from time to time modify or enhance the Service. WaterTrax will endeavour to give Subscriber notice of this. Unless explicitly stated otherwise, any new features that augment or enhance the Service are subject to the terms of this Agreement. WaterTrax is not responsible for the installation, configuration or maintenance of the Subscriber's LAN or WAN or software associated with such networks, or any third party network or connection such as provided by Subscriber's internet service provider required in order to access and use the Service. WaterTrax reserves the right to interrupt access to the service from time to time for regular maintenance, and will endeavour to give Subscriber notice of such scheduled maintenance.

## WaterTrax USA, Inc. Customer Service Agreement

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### 1. Registered Users

#### WaterTrax Data Management

Title	Number of Users	Functionality in the Service
Administrator	1	<ul style="list-style-type: none"> <li>● Add/edit/delete Owners</li> <li>● Set/edit global database preferences</li> <li>● Everything below</li> </ul>
Owner	4	<ul style="list-style-type: none"> <li>● Add/edit/delete System Users, Data Users, and Viewers</li> <li>● Everything below</li> </ul>
System User	25	<ul style="list-style-type: none"> <li>● Modify database structure (Add/edit/delete systems, facilities, sampling point, and measurements)</li> <li>● Set/edit alert and criteria levels</li> <li>● Everything below</li> </ul>
Data User		<ul style="list-style-type: none"> <li>● Add/edit/delete data records</li> <li>● Everything below</li> </ul>
Viewer		<ul style="list-style-type: none"> <li>● View data</li> <li>● Receive email and onscreen alerts</li> <li>● Generate reports, exports and graphs</li> </ul>

#### WaterTrax Mobile

Title	Number of Users	Functionality in the Service
Mobile	30	<ul style="list-style-type: none"> <li>● Ability to enter, edit, delete data using a mobile device (smart phone, tablet or laptop)</li> <li>● Ability to enter data in online (connected to the internet) or offline (data is stored on the device for later submission when connected to the internet)</li> </ul>

**WaterTrax USA, Inc.  
Customer Service Agreement**

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**1. Technical Support Services.** WaterTrax shall provide Technical Support Services as described below.

Support Service	Description	Price
Ongoing Annual Phone and Email Support for authorized users (A)	Telephone support available from 8:00 AM to 5:00 PM PST, Monday to Friday excluding holidays. P: 1 866 812 2233 (Ext 8593) Email: <a href="mailto:support@watertrax.com">support@watertrax.com</a>	Included

(A) Authorized users are those who have received appropriate training in the use of the Service by WaterTrax personnel or a User with equivalent experience

**2. Subscriber Technical and Administrative Contacts**

Name	Title	Contact Details
Ashley Gibson	Water Resource Project Supervisor	P: 909-790-3311 Email: <a href="mailto:agibson@yvwd.us">agibson@yvwd.us</a>

**3. WaterTrax Technical and Administrative Contacts**

Name	Contact Details
Technical Support	P: 1 866 812 2233 Email: <a href="mailto:support@watertrax.com">support@watertrax.com</a>
Administrative James Griffiths, Chief Financial Officer	P: 1 866 812 2233 Email: <a href="mailto:james.griffiths@watertrax.com">james.griffiths@watertrax.com</a>

**WaterTrax USA, Inc.  
Customer Service Agreement**

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- 1. Initial Setup and Training.** Upon completion of initial setup and training, WaterTrax shall invoice the Subscriber \$35,465 for the following scope of work.

Project initiation / management.
Establishing and configuring your WaterTrax account
Training
Initial quality control audit of your lab data uploads
Sampling Planner setup and training
Complaint Management setup and training
Mapping setup and training.
WaterTrax Mobile setup and training
Historical data upload

Training includes all travel and expenses.

- 2. Additional Training Services - Existing Users.** WaterTrax is available to provide specific training to existing Users of the Service at the request of the Subscriber. Such services will be charged based upon the requested scope of training services at the current WaterTrax Professional Services rates.
- 3. Additional Training Services - New Users.** If new Users are added to the Subscription, they will require to be trained to have access to our Technical Support Services. WaterTrax is available to provide training to new Users of the Service and such training will be provided at the current WaterTrax Professional Services rates.
- 4. Historical Data Upload** - WaterTrax is available to provide professional services to configure the upload file and upload historical data into your WaterTrax database at the request of the Subscriber. Such services will be charged based upon the requested scope of historical data upload at the current WaterTrax Professional Services rates.
- 5. Custom Development** - WaterTrax can provide custom development services to enhance/modify the WaterTrax Service to meet the specific needs of the Subscriber at your request. Such services will be charged based upon the requested scope of Custom Development at the current WaterTrax Professional Services rates.
- 6. Account Audits / QC** - Following the initial quality control audit, WaterTrax is available to provide follow up audits of your account setup and lab data uploads to ensure consistent database setup and data entry procedures are in place and being followed by your users. Such services will be charged based upon the requested scope and frequency of the audits at the current WaterTrax Professional Services rates.



**WaterTrax USA, Inc.  
Customer Service Agreement**

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

To: \_\_\_\_\_

**Re: WaterTrax Online Data Management Service located at [www.watertrax.com](http://www.watertrax.com) (the "Service")**

You are hereby requested to submit laboratory test reports in their entirety (i.e. analytical results for all analytes tested for all samples submitted) to the Service using the WaterTrax report file standard when test samples have been submitted to you and are identified with WaterTrax tracking information. The Undersigned hereby designates you as a User of the Service and you are hereby authorized to access and use the Service on our behalf solely for the purpose of posting our laboratory test data to the Service. You are authorized to make arrangements with WaterTrax with respect to the posting of our data, file formats, and other posting protocols and procedures. You are responsible for the accuracy and completeness of submitted reports to us through the Service.

You are hereby authorized to provide copies of our laboratory reports to WaterTrax in hardcopy or electronic form for purposes of data transfer quality control, upon the request of WaterTrax.

We have agreed with WaterTrax that the intellectual property in the Service belongs to WaterTrax and we will not use all or any part of it except as expressly authorized, and that if any information or Data is made available to us we will treat it as strictly confidential. By acting under this authorization, you agree to do the same. By requesting data transfer to WaterTrax, we are accepting certain methodologies and presentation formats (including analyte and unit names) that are used in the Service.

This authorization is not intended to change the terms of our relationship with you, and does not change any pre-existing reporting procedures that we have established with you, particularly with respect statutory obligations and to warnings that you may give us with respect to potentially hazardous conditions. If you have any questions about this, please contact us directly.

This authorization may be revoked at any time by notice in writing delivered to you.

You agree to indemnify and hold harmless WaterTrax against any liability or claim of any person that is attributable to the improper use of the Service by you.

The Service is provided on an "as is" and "as available" basis. WaterTrax liability to us (and you) is contractually limited.

Please sign and return a copy by mail or email to our attention.

**"Subscriber"**

**ACKNOWLEDGED by Laboratory**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Company**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**WaterTrax USA, Inc.  
Customer Service Agreement**

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DEFINITIONS

“Data” means information posted on the Service with respect to a Subscriber’s systems/facilities.

“Subscriber” means a party that has contracted with WaterTrax to use the Service.

“User” means a registered user designated by Subscriber to access the Service.

“WaterTrax” means WaterTrax USA, Inc., a company incorporated in the State of Washington.

## WaterTrax USA, Inc. Customer Service Agreement

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The WaterTrax Data Management software provides many features that are key to providing an effective business tool to automate and improve daily activities related to acquisition and storage of system monitoring information, compliance verification and reporting. The software includes:

**Consolidated and structured database** - WaterTrax employs an intuitive data management architecture that is configurable for consolidating all monitoring data collected by your organization. The database builds a history of the information at each sampling point and provides system-wide information that is easy to locate, share, and understand.

**Electronic laboratory data transfer** – The WaterTrax electronic data transfer format allows your internal and contract labs to upload laboratory test data directly into your WaterTrax database thus eliminating paper records and duplicate recording of results, providing real time alerting when lab test results exceed alert levels and providing immediate and simultaneous access to all laboratory test results by managers and other office staff.

**Mobile field data entry** - Tablet PCs or laptops with web access and any web-browser (Internet Explorer, Safari, Firefox, Chrome, or Opera) can be used in the field to directly enter field results (water levels, flow and pressure readings, chlorine residuals, etc.) into WaterTrax thus eliminating paper records and duplicate recording of results, providing real time alerting when field results exceed alert levels and providing immediate access to field data by managers and other office staff.

**Automatic Alerting** - WaterTrax provides an alerting mechanism for screening monitoring results. Data received from field technicians, entered by operators or transmitted from laboratories are automatically checked against your defined alerting criteria as soon as the data is entered into WaterTrax. Alert notifications are emailed to appropriate personnel if results exceed the alerting criteria.

**Calculations** – WaterTrax provides a formula builder tool that allows users to set up calculations based on their own defined formulas. A history of all calculated values for each formula are maintained in the database for reporting and graphing and alerting criteria can be set based on the calculated values.

**Reports and Graphs** –Users can define what data to include in reports or graphs using a set of criteria or filters (collection date range, sampling locations, analytes, etc.). These settings can be saved as templates for easy reproduction based on your specified frequency. Thousands of historical records can be exported into pdf or Excel spreadsheet or graphical format in a manner of seconds.

**Secure data, complete maintenance, and backup** - Watertrax provides all the IT services required to upgrade, maintain and monitor all the server hardware required to run the application and database and perform all the backups. Industry standard practices for data security and reliability are employed.

**Client Services** – WaterTrax client services team provide all your setup, training and ongoing support services in the day-to-day use of WaterTrax. Our friendly and responsive client services team will work directly with you to ensure that your WaterTrax experience is positive and provides maximum value to you and your organization.





**Date:** September 4, 2018

**Prepared By:** Joseph Zoba, General Manager

**Subject:** Consideration of Resolution No. 2018-28 Revising Policies and Practices Related to Accessory Dwelling Units and Multiple Unit Developments

**Recommendation:** That the Board adopt Resolution No. 2018-28.

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On July 17, 2018, the Board of Directors approved Resolution No. 2018-23 Setting Forth Policies and Practices Related to Accessory Dwelling Units and Multiple Unit Developments [Director Memorandum No. 18-103]. Since this time, the District staff has been able to apply the policy to several projects and has determined that modifications to the original policy are required.

The proposed redline changed to Resolution No. 2018-23 are attached along with a clean version of the proposed Resolution No. 2018-28.

RESOLUTION NO. 2018-28

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT REVISING POLICIES AND PRACTICES RELATED TO ACCESSORY DWELLING UNITS AND MULTIPLE UNIT DEVELOPMENTS

WHEREAS, the City of Calimesa and the City of Yucaipa currently regulate the establishment of Accessory Dwelling Units (ADUs); and

WHEREAS, the State of California amended state laws regarding ADUs, effective January 1, 2017, enacting legislation approved by Senate Bill 1069, Assembly Bill 2299, and Assembly Bill 2406; and

WHEREAS, the State of California now regulates ADUs pursuant to Government Code §§ 65852.2 and 65852.22, respectively; and

WHEREAS, on July 17, 2018, the Yucaipa Valley Water District has adopted a Resolution to support the process, code and regulation set forth for the construction of Accessory Dwelling Units consistent with state law; and

WHEREAS, due to refinements in the policy administered by the District staff, this Resolution supersedes Resolution No. 2018-23.

NOW THEREFORE, the Board of Directors of the Yucaipa Valley Water District does hereby resolve, determine and order as follows:

Section 1. -> For a parcel that adds an Accessory Dwelling Unit, the Yucaipa Valley Water District shall not charge a Facility Capacity Charge at the time of construction, but will charge an administrative processing fee and monthly drinking water, recycled water, and sewer charges as approved by the Board of Directors and set forth below:

A. -> A non-refundable administrative processing fee of \$150 shall be due payable at the time application materials are submitted to the District.

B. -> A single residential unit with an Accessory Dwelling Unit (up to 1,200 square feet) on the same parcel shall be charged additional monthly fixed fees for drinking water and sewer charges. The additional drinking water fixed fees shall be based on the number of EDUs or meter size, whichever is greater. Fixed fees for recycled water service will not be impacted. Water consumption charges are anticipated to increase based on the additional demand.

C. -> The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges will be billed to the property owner each month.

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Joseph Zoba Deleted: A single residential unit with an attached or detached Non-Accessory Dwelling Unit (e.g. casitas) with a sink, a toilet, and a kitchen will be charged additional fixed fees for monthly drinking water and sewer charges. Fixed fees for recycled water service will not be impacted.

D

~~D. → All monthly drinking water, recycled water, and sewer charges may be assigned by the owner to a tenant but shall remain the ultimate responsibility of the property owner as a single monthly utility bill.~~

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~~E. → Utility billing for the fixed monthly drinking water and sewer charges associated with the Accessory Dwelling Unit shall commence to the property six months or earlier if a certificate of occupancy is issued prior to the six-month period for the Accessory Dwelling Unit.~~

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~~F. → Monthly fees associated with an Accessory Dwelling Unit shall be charged to the property regardless of occupancy status of the Accessory Dwelling Unit.~~

~~Joseph Zoba Deleted: 120 days following the date written authorization and approval is provided to the property owner~~

~~G. → Additions and modifications to the primary residence(s) and/or the Accessory Dwelling Unit may result in the collection of Facility Capacity Charges as provided in Section 2 below.~~

¶ Section 2. → For a parcel with two or more residential units, the Yucaipa Valley Water District shall charge the applicable Facility Capacity Charges at the time of construction, and the following monthly drinking water, recycled water, and sewer charges:¶

~~A. → A non-refundable administrative processing fee of \$150 shall be due payable at the time application materials are submitted to the District. This fee has been determined to represent the cost of providing a fire flow study plus a \$25 administration fee.~~

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~~B. → Multiple residential units shall be charged additional fixed fees for monthly drinking water and sewer charges. Fixed fees for recycled water service will not be impacted.~~

~~C. → The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges in effect will be billed to the property each month.~~

~~D. → The billing methodology identified above shall apply to any parcel with more than one water meter for service on the sample parcel, plus costs associated with the installation and maintenance of cross-connection prevention devices.~~

~~E. → All monthly drinking water, recycled water, and sewer charges may be assigned by the owner to a tenant but shall remain the ultimate responsibility of the property owner as a single monthly utility bill.~~

¶ Section 3. → For apartments, condominiums, commercial, industrial, or institutional uses, the Yucaipa Valley Water District shall charge the applicable Facility Capacity Charges based on water and sewer fixture units and/or drainage units as calculated from the Uniform Plumbing Code. The fixed monthly drinking water, recycled water, and sewer charges shall be based on the fixture units and/or drainage units calculated. The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges in effect will be billed to the property each month.¶

~~A. → A non-refundable administrative processing fee of \$150 shall be due payable at the time application materials are submitted to the District. This fee has been~~

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determined to represent the cost of providing a fire flow study plus a \$25 administration fee.

B. → The fixed monthly drinking water, recycled water, and sewer charges shall be based on the calculated fixture units, drainage units, or Maximum Applied Water Allowance. The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges in effect will be billed to the property each month.

C. → All monthly drinking water, recycled water, and sewer charges may be assigned by the owner to a tenant but shall remain the ultimate responsibility of the property owner as a single monthly utility bill.

This Resolution is effective on adoption.

PASSED AND ADOPTED this 4<sup>th</sup> day of September 2018.

		YUCAIPA VALLEY WATER DISTRICT
		Jay Bogh, President Board of Directors
ATTEST:		
		Joseph B. Zoba, General Manager

Joseph Zoba Deleted: 17<sup>th</sup>

Joseph Zoba Deleted: July

## RESOLUTION NO. 2018-28

### A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT REVISING POLICIES AND PRACTICES RELATED TO ACCESSORY DWELLING UNITS AND MULTIPLE UNIT DEVELOPMENTS

WHEREAS, the City of Calimesa and the City of Yucaipa currently regulate the establishment of Accessory Dwelling Units (ADUs); and

WHEREAS, the State of California amended state laws regarding ADUs, effective January 1, 2017, enacting legislation approved by Senate Bill 1069, Assembly Bill 2299, and Assembly Bill 2406; and

WHEREAS, the State of California now regulates ADUs pursuant to Government Code §§ 65852.2 and 65852.22, respectively; and

WHEREAS, on July 17, 2018, the Yucaipa Valley Water District has adopted a Resolution to support the process, code and regulation set forth for the construction of Accessory Dwelling Units consistent with state law; and

WHEREAS, due to refinements in the policy administered by the District staff, this Resolution supersedes Resolution No. 2018-23.

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NOW THEREFORE, the Board of Directors of the Yucaipa Valley Water District does hereby resolve, determine and order as follows:

Section 1. For a parcel that adds an Accessory Dwelling Unit, the Yucaipa Valley Water District shall not charge a Facility Capacity Charge at the time of construction, but will charge an administrative processing fee and monthly drinking water, recycled water, and sewer charges as approved by the Board of Directors and set forth below:

- A. A non-refundable administrative processing fee of \$150 shall be due payable at the time application materials are submitted to the District.
- B. A single residential unit with an Accessory Dwelling Unit (up to 1,200 square feet) on the same parcel shall be charged additional monthly fixed fees for drinking water and sewer charges. The additional drinking water fixed fees shall be based on the number of EDUs or meter size, whichever is greater. Fixed fees for recycled water service will not be impacted. Water consumption charges are anticipated to increase based on the additional demand.
- C. The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges will be billed to the property owner each month.

- D. All monthly drinking water, recycled water, and sewer charges may be assigned by the owner to a tenant but shall remain the ultimate responsibility of the property owner as a single monthly utility bill.
- E. Utility billing for the fixed monthly drinking water and sewer charges associated with the Accessory Dwelling Unit shall commence to the property six months, or earlier if a certificate of occupancy is issued prior to the six-month period for the Accessory Dwelling Unit.
- F. Monthly fees associated with an Accessory Dwelling Unit shall be charged to the property regardless of occupancy status of the Accessory Dwelling Unit.
- G. Additions and modifications to the primary residence(s) and/or the Accessory Dwelling Unit may result in the collection of Facility Capacity Charges as provided in Section 2 below.

Section 2. For a parcel with two or more residential units, the Yucaipa Valley Water District shall charge the applicable Facility Capacity Charges at the time of construction, and the following monthly drinking water, recycled water, and sewer charges:

- A. A non-refundable administrative processing fee of \$150 shall be due payable at the time application materials are submitted to the District. This fee has been determined to represent the cost of providing a fire flow study plus a \$25 administration fee.
- B. Multiple residential units shall be charged additional fixed fees for monthly drinking water and sewer charges. Fixed fees for recycled water service will not be impacted.
- C. The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges in effect will be billed to the property each month.
- D. The billing methodology identified above shall apply to any parcel with more than one water meter for service on the sample parcel, plus costs associated with the installation and maintenance of cross-connection prevention devices.
- E. All monthly drinking water, recycled water, and sewer charges may be assigned by the owner to a tenant but shall remain the ultimate responsibility of the property owner as a single monthly utility bill.

Section 3. For apartments, condominiums, commercial, industrial, or institutional uses, the Yucaipa Valley Water District shall charge the applicable Facility Capacity Charges based on water and sewer fixture units and/or drainage units as calculated from the Uniform Plumbing Code. The fixed monthly drinking water, recycled water, and sewer charges shall be based on the fixture units and/or drainage units calculated. The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges in effect will be billed to the property each month.

- A. A non-refundable administrative processing fee of \$150 shall be due payable at the time application materials are submitted to the District. This fee has been

determined to represent the cost of providing a fire flow study plus a \$25 administration fee.

- B. The fixed monthly drinking water, recycled water, and sewer charges shall be based on the calculated fixture units, drainage units, or Maximum Applied Water Allowance. The current variable, or consumptive rates for drinking water, recycled water, and/or sewer charges in effect will be billed to the property each month.
- C. All monthly drinking water, recycled water, and sewer charges may be assigned by the owner to a tenant but shall remain the ultimate responsibility of the property owner as a single monthly utility bill.

This Resolution is effective on adoption.

PASSED AND ADOPTED this 4<sup>th</sup> day of September 2018.

		YUCAIPA VALLEY WATER DISTRICT
		Jay Bogh, President Board of Directors
ATTEST:		
Joseph B. Zoba, General Manager		



**Date:** September 4, 2018

**Prepared By:** Joseph Zoba, General Manager

**Subject:** Discussion Regarding the Quantity of Imported Water to Order for 2019 from the San Bernardino Valley Municipal Water District

**Recommendation:** That the Board authorize the General Manager to purchase 7,500 acre-feet of imported water for Calendar Year 2019 for \$943,500.

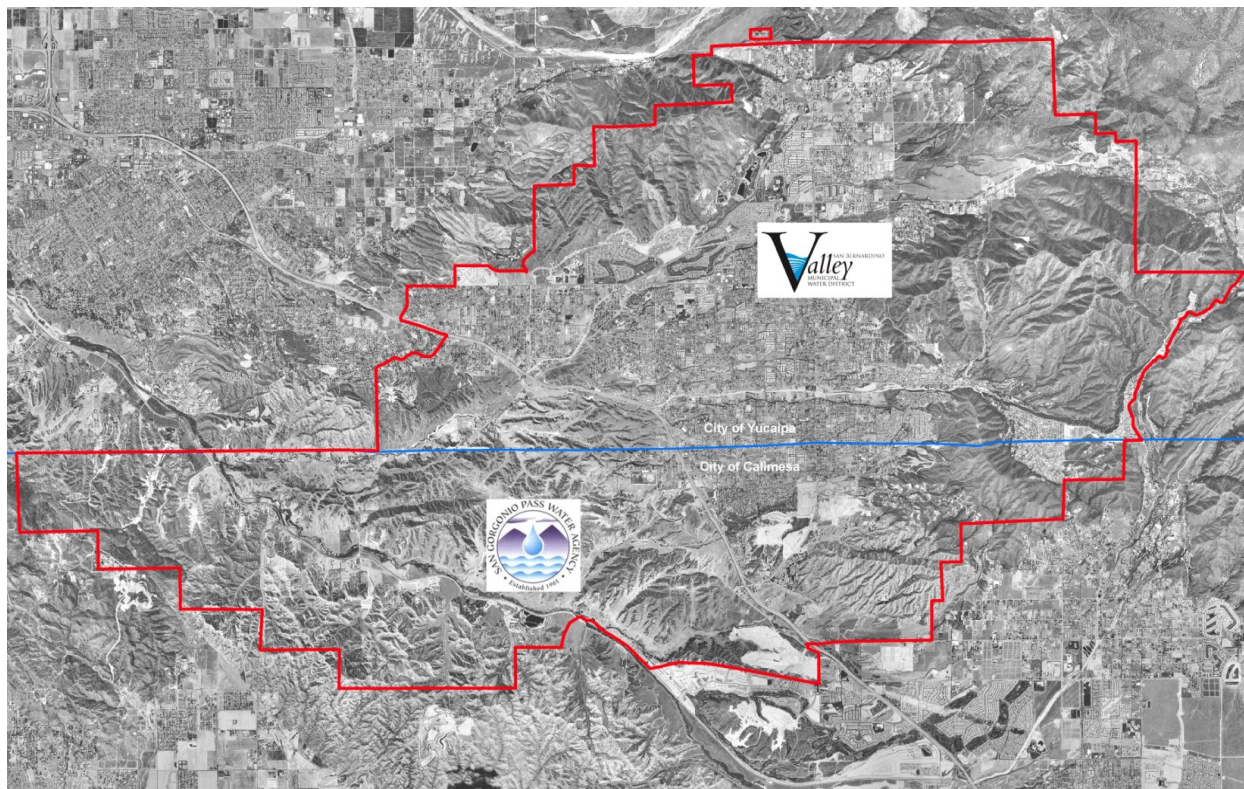
On November 18, 2002, the San Bernardino Valley Municipal Water District adopted Resolution No. 888 which describes the rules, regulations, and rates for the sale and delivery of supplemental water. The adopted water rates consist of a \$108/AF energy charge and a \$40/AF conveyance charge for a total base price of \$148/AF. The following chart illustrates the discounts and surcharges that apply to water purchases.

	Criteria	Payment Method	Discount / Surcharge	Water Rate
Tier I Plan Ahead	Water ordered prior to December 31 <sup>st</sup> for delivery in the following calendar year.	Option 1 - Payment for 1/12 <sup>th</sup> of the water ordered due at the end of each month for the base price.	0% Discount of base water rate	\$148/AF
		Option 2 - Payment in full by January 31 <sup>st</sup> for discounted rate.	15% Discount of base water rate	\$125.80/AF
Tier II Seasonal Storage	Water ordered for groundwater recharge prior to December 31 <sup>st</sup> for delivery during January through May of the following year.	Option 1 - Payment for 1/5 <sup>th</sup> of the water is due at the end of each Tier II month for the base price.	0% Discount of base water rate	\$148/AF
		Option 2 - Payment in full by January 31 <sup>st</sup> for discounted rate.	20% Discount of base water rate	\$118.40/AF
Tier III Spot Market Purchase	Water ordered at any time during the calendar year for delivery in the same calendar year.	Payment method pursuant to Section 4.07 of the Rules and Regulations.	25% Surcharge of base water rate	\$185/AF
Outside Water Rates	Water purchased from SBVMWD for use outside of the boundary of SBVMWD.	Payment method pursuant to Section 4.07 of the Rules and Regulations. Rate based on DWR Bulletin 132 Appendix B.	--	\$378.89/AF

Overall, SBVMWD offers very competitive water rates for planning ahead and paying for the requested water delivery within the first month of the year. However, there is no guarantee with respect to receiving water ordered and paid for at the beginning of the year. It is possible that



operational issues with the State Water Project and/or lack of rainfall in northern California can result in less water being delivered than paid for by the Yucaipa Valley Water District.



### *Anticipated Water Delivery for 2019 - San Bernardino Valley Municipal Water District*

The District staff recommends the purchase of 7,500 acre-feet for direct delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2019. At the current rate of \$125.80 per acre foot, the total cost of the imported water from the San Bernardino Valley Municipal Water District will be \$943,500 [GL Account #02-10315].

### *Changing Conditions and Uncertainty*

The proposed water order identified above is a projection representing the maximum quantity expected based on current demands and a variety of other issues. If additional imported water is needed or made available, a separate recommendation will be presented for your consideration.



**Date:** September 4, 2018

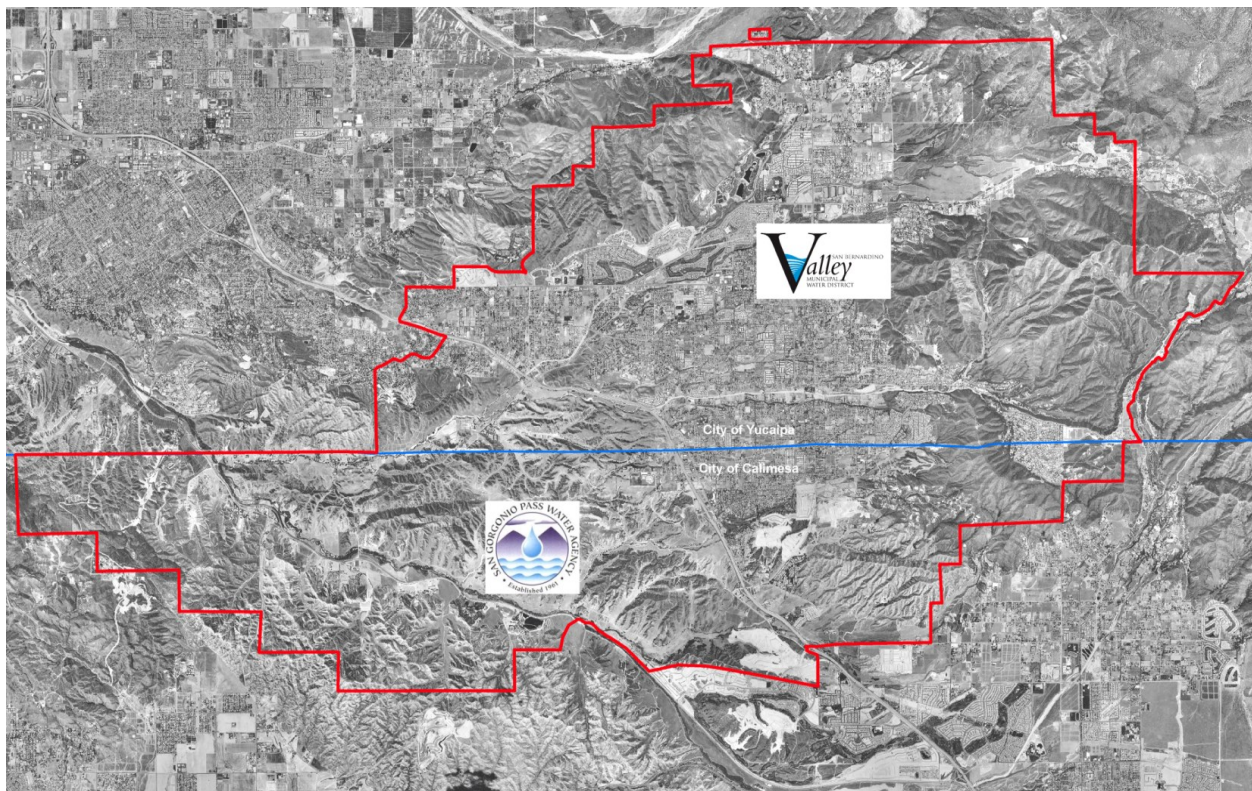
**Prepared By:** Joseph Zoba, General Manager

**Subject:** Discussion Regarding the Quantity of Imported Water to Order for 2019 from the San Gorgonio Pass Water Agency

**Recommendation:** That the Board authorize the General Manager to purchase 1,150 acre-feet of imported water for Calendar Year 2019 for \$355,350.

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On February 17, 2009, the San Gorgonio Pass Water agency adopted Resolution No. 2009-3 which describes the rules, regulations, and rates for the sale and delivery of wholesale water. The adopted water rate applicable to Yucaipa Valley Water District is \$309/Acre-foot.



Anticipated Water Delivery for 2019 - San Gorgonio Pass Water Agency

The District staff recommends the purchase of 1,150 acre-feet for direct delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2019. At the current rate of \$309 per acre foot, the total cost of the imported water from the San Gorgonio Pass Water Agency will be \$355,350 [GL Account #02-10316].



*Changing Conditions and Uncertainty*

The proposed water order identified above is a projection representing the maximum quantity expected based on current demands and a variety of other issues. If additional imported water is needed or made available, a separate recommendation will be presented for your consideration.

The District staff has been informed that the San Geronio Pass Water Agency will be reviewing their imported water rates in Fall 2018. If the Board of Directors change the pricing structure for Calendar Year 2019, the \$355,350 allocated for will not be able to secure the desired quantity of 1,150 acre-feet.



**Date:** September 4, 2018

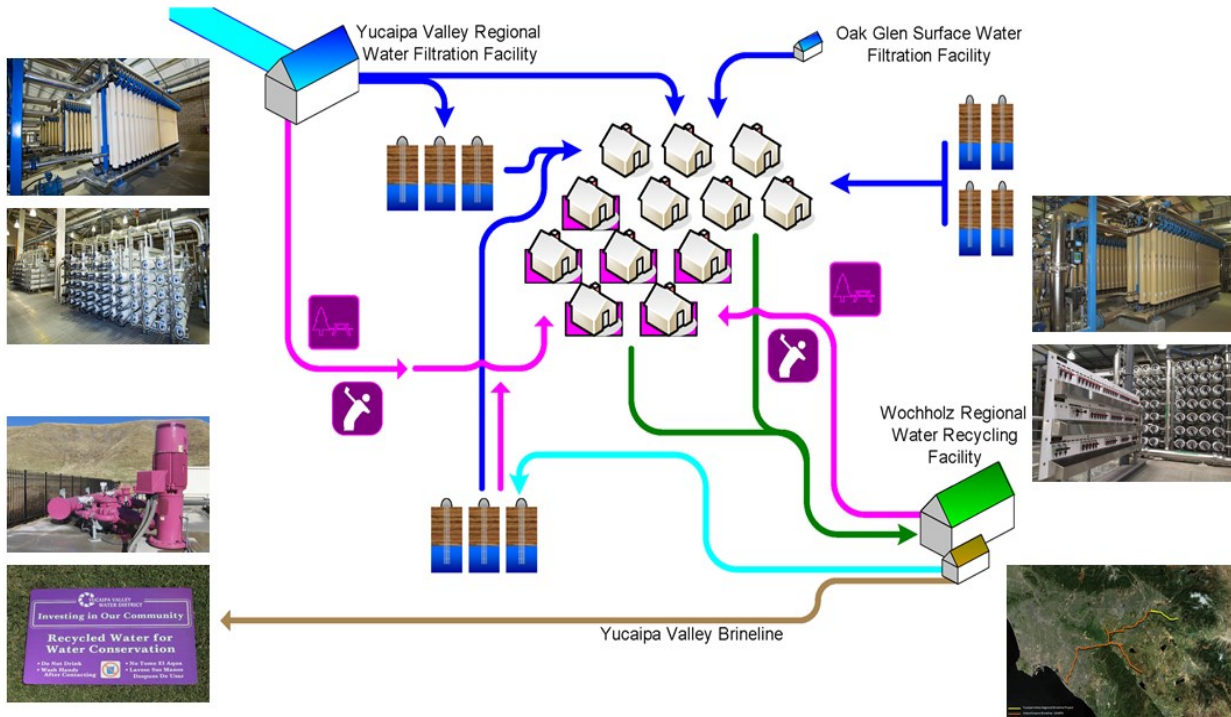
**Prepared By:** Joseph Zoba, General Manager

**Subject:** Discussion Regarding the Initiation of the Monitoring Operations and Reporting Enhancement (MORE) Project

**Recommendation:** That the Board authorizes the General Manager to execute a contract with Separation Processes, Inc. for the Monitoring Operations and Reporting Enhancement (MORE) Project for a sum not to exceed \$330,436.

Over the past several decades, the Yucaipa Valley Water District has embarked on a series of capital improvement projects that have created fully integrated systems of drinking water, recycled water, sewer treatment, and brine disposal facilities. The integration of these facilities has set the Yucaipa Valley Water District on a course to sustainably produce exceptionally pure and renewable water resources for future generations.

### Sustainable and Integrated Infrastructure Concepts



To fully monitor and record the operational status of the advanced treated water produced from the Wochholz Regional Water Recycling Facility, it is essential to collect data and develop specific scientific studies. This additional data will be used to demonstrate that the purity of water produced from the Wochholz Regional Water Recycling Facility is superior to a typical recycled water facility. Additionally, the data collected from this project will enable the District staff to actively participate in the formulation of forthcoming regulations for enhanced indirect and direct potable reuse.

## MORE: Project Elements

- Publish CEC information
- Publish RO Virus Removal Test Results
- Operate the MF/RO Equipment under Drinking Water Compliance Standards
- Conduct MF/RO Virus Removal Studies
- Demonstrate RO reliability through Automated Conductivity Profiling





Separation Processes, Inc.  
3156 Lionshead Ave., Suite 2  
Carlsbad, CA 92010  
Tel: 760-400-3660  
Fax: 760-400-3661  
[www.spi-engineering.com](http://www.spi-engineering.com)

August 8, 2018

Mr. Joe Zoba  
General Manager  
Yucaipa Valley Water District  
12220 Second Street  
Yucaipa CA 92399

**Subject: Monitoring Operations and Reporting Enhancement (MORE) Project.**

Dear Mr. Zoba:

Separation Processes, Inc. (SPI) is pleased to submit this Proposal for Engineering Services in support of your efforts. Five specific projects that have been discussed at various times, have been identified to form a single larger project, designated as the MORE Project. The Monitoring Operations and Reporting Enhancement (MORE) Project is being proposed to facilitate regulatory approval of future changes envisioned to your recycled water facility. The total estimated budget amount is \$330,436 and is described in this proposal.

Project Approach

The Yucaipa Valley Water District currently operates the Wochholz Regional Water Reclamation Facility (WRWRF) for the production of recycled water. Recycled water is currently produced and permitted under Title 22 recycled water regulations. The facility will eventually produce water for groundwater replenishment under Article 5.1 Groundwater Replenishment - Surface Spreading (commonly known as Indirect Potable Reuse (IPR). In the future, the District envisions that it will become an Indirect Potable Reuse (IPR) facility permitted under Article 5.2 – Groundwater Replenishment – Subsurface Application which requires Advanced Treatment (IPR-AT) and eventually Direct Potable Reuse (DPR) Regulations.

Membrane Filtration (MF) is used to meet the filtration requirements for recycled water. In order to provide recycled water to its customers, and to satisfy the groundwater basin plan objectives, the District was required to install reverse osmosis (RO) to reduce the salinity of its water. The District is one of the few facilities that operate MF/RO for the production of recycled water. It is also one of the few, if not the only facility in California that currently operates RO on wastewater effluent that is low in total nitrogen, a result of the nitrification/denitrification (NdN) process. NdN effluent has characteristics that are different from many facilities that used lower quality secondary effluent as a supply prior to MF/RO.

Moving to IPR-AT/DPR treatment scenarios will involve changes in how the facility is viewed and operated. In simple terms, recycled water facilities are operated to meet average treatment

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requirements with modest reporting requirements. IPR-AT treatment involves additional monitoring and reporting requirements, and DPR regulations have yet to be developed. We can speculate that they will likely follow drinking water standards, but this remains to be seen.

Over the past few years, the District has collected data, for its own internal uses and to support the needs of specific projects. This data includes information on the occurrence and removal of Constituents of Emerging Concern, (pharmaceuticals, healthcare products and other unregulated chemicals) that can be found in typical wastewater effluent. The District has also performed virus testing of RO system, and the information was published in the August 2018 AWWA Journal.

Moving from recycled water to the IPR-AT/DPR framework will require additional effort in a variety of areas. There are additional requirements for monitoring and reporting, in IPR-AT, and the DPR framework has yet to be established. Because of the MF/RO system, Yucaipa is in a unique position to develop information that can affect its own future, as it in effect operates two of the key elements of an IPR-AT facility.

SPI has assisted the District with the oversight of its MF processes since installation in 2007, and the completion of the RO facility in 2013/2015. During that period of time we have observed that the facility produces water of high quality. The facility is very reliable and has consistently demonstrated the ability to meet its treatment objectives under current monitoring requirements.

Because IPR-AT and DPR involve the production of drinking water, implementation proceeds along a methodical path. Because the YVWD currently operates a facility that may satisfy the treatment requirements for an IPR-AT facility under current recycled water regulations, it is suggested that the District perform additional testing in order to demonstrate the reliability of the facility under current operating conditions using “enhanced” IPR guidelines and drinking water treatment standards as a basis for its performance. The rationale for the approach is as follows:

1. We can use the existing process to collect full scale operating data to avoid future piloting work, and demonstrate that an AT process can produce water that is compliant under drinking water monitoring standards.
2. We can familiarize The State Water Resources Control Board – Department of Drinking Water (SWRCB-DDW), with the water quality differences associated with NdN effluent prior to IPR-AT.
3. We can demonstrate that IPR-AT can be operated reliably by your staff is applicable and practical for use by smaller utilities. In essence there are technical, managerial and financial requirements (TMF) embedded into the IPR/DPR regulations that must be satisfied.
4. We can use the facility as a full scale test bed for demonstration of issues that may be of technical, perception or public concern to build confidence with the regulatory authorities, public, and within the recycled water community.

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This change in direction is necessary in order to enhance the District position within the recycled water community. Within the recycled water community, the engineering water quality issues associated with production of IPR-AT are essentially resolved. Yet, the move to DPR will remain methodical until confidence in the process is further established under new operating, monitoring and reporting criteria are established.

We suggest that the best way to approach this issue is to operate your recycled water treatment process as a drinking water facility, under drinking water compliance and monitoring requirements, and address the technical issues as they arise. This is a philosophical change that the YVWD is uniquely positioned to adopt, as it currently operates its own drinking water and water recycling facilities and has staff that is cross-trained. As a multi-disciplinary water agency that is involved in all aspects of water resource management, adoption of a drinking water compliance approach for its IPR-AT or DPR is something that it is positioned to implement, and is required .

The following tasks have been identified as action items. These items may be considered as self standing projects, within an overall program to improve and enhance the District's position with the SWRCB. There are outside costs involved regarding additional sampling, changes in programming and reports that have not been included. Normally, this work is contracted directly with the local water quality laboratory or with SCADA consultants. Assistance of your staff will be required for equipment installation and other work associated with this effort. A breakdown of the hour and budget estimate has been attached for your reference.

Task 1. Update and Publish Data on CEC's in Water, Wastewater Effluent and RO Effluent  
(Proposed Budget: \$20,434)

Task 2. Update and Publish Data on Virus Removal by RO for a full scale system. (Proposed Budget:\$19,440)

Task 3. Establish a parallel water quality monitoring plan for the MF/RO system and generate an annual operating report that is based on current IPR-AT and drinking water compliance standards. (Proposed Budget: \$78,008)

Task 4. Initiate a program to establish the virus removal of MF using ultrafiltration and RO membranes over numerous sampling events. Publish the results. (Proposed Budget \$118,577 including a \$25,000 allowance for virus testing)

Task 5. Initiate a program to perform on-line continuous RO integrity monitoring using conductivity profiling using the statistical methods that will be published. SPI has included a \$10,000 allowance for the purchase of hardware. A SCADA consultant would be responsible for the programming of the system. (Proposed Budget: \$89,977 including \$10,000 for the purchase of the hardware)

The total estimated budget for all tasks is \$330,436. A breakdown of the budget and a schedule of activities is attached for your review.



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Tasks 3 to 5 will involve coordination with the SWRCB-DDW in order to proceed, as we need to inform as well as communicate our findings in an official manner.

There are potential secondary benefits associated with this work. Under Section 60320.230 of the California Code of Regulations, an alternative treatment scenario may be proposed. The regulations identify oxidation as a requirement of AT, which includes RO and oxidation, normally in the form of Ultraviolet Advanced Oxidation Process (UV/AOP). Prior testing for NDMA suggests that because of the higher level of pretreatment offered by the NdN wastewater treatment, the (UV/AOP) will only provide process redundancy in terms of compliance. Test results from the City of San Diego using a similar NdN wastewater supply indicated the same. The results of compliance testing over an extended period of time may confirm that this is a predictable characteristic of the NdN process, that deserves consideration as part of the regulatory requirement, which currently does not differentiate between the type of wastewater that is supplied to the AT facility.

If it can be demonstrated, there may be the potential to reduce the treatment requirement from UV/AOP to UV which will require 1/3 to 1/10<sup>th</sup> of the power to meet disinfection requirements. However, the best way to approach the issue of an alternative process is with caution (and compliance data in hand); as the existing framework has substantial additional requirements for projects involving alternative processes that would likely apply.

We believe that Projects 3, 4, and 5 may be eligible for funding from USBR, WateReuse and/or WE&RF Funding. SPI has applied for funding for the Automated Conductivity Profiling Apparatus described in Task 5. Any funding received for the work would be used for the project, although outside funding would require a reassessment of the budget to assure that the conditions associated with the funding were satisfied.

The Yucaipa Valley Water District should be aware that the IPR-AT approval process can be extensive. Although work performed by other agencies (OCWD, West Basin, WRD, One Monterey) has provided the groundwork for other projects, each project is individually permitted.

#### Separation Processes Capabilities

SPI is a consulting engineering firm specializing in the development and application of membrane processes, such as reverse osmosis, ultrafiltration and microfiltration. Should this proposal result in a notice to proceed, SPI would invoice monthly for actual services provided and expenses incurred. Payment of the invoice within 30 days would be appreciated. We appreciate the opportunity to support the Yucaipa Valley Water District and its efforts to be a provider of water, recycled water and Advanced Treated Water. If you should have any questions, please do not hesitate to contact me. We look forward to working with you on the project.

Sincerely,

*James C. Vickers*

James C. Vickers, PE  
Vice President

### Yucaipa Valley Water District - MORE Project SPI Hour and & Budget Estimate

8/8/2018	SPI								
	Hourly rates:	\$225	\$164	\$122	\$115		Labor	ODC	TOTAL
<b>Task 1 - CEC Information</b>									
	PM	PE	ENGR	CAD	TMH				
Prepare Paper for Publication	80			8	88	\$ 18,920	\$ 1,514	\$ 20,434	
<b>TOTALS</b>								<b>\$ 20,434</b>	
<b>Task 2 - Virus Removal Study</b>									
Prepare Paper for Publication	80				80	\$ 18,000	\$ 1,440	\$ 19,440	
<b>TOTALS</b>								<b>\$ 19,440</b>	
<b>Task 3 - Enhanced Operational Report (1 year)</b>									
Review Existing Information	16			8	24	\$ 4,520	\$ 362	\$ 4,882	
Develop Sampling Plan	12	40	40		92	\$ 14,140	\$ 1,131	\$ 15,271	
Review with DDW	12				12	\$ 2,700	\$ 216	\$ 2,916	
Modify and Develop New Reports	24	24			48	\$ 9,336	\$ 747	\$ 10,083	
Specify and Install Additional Equipment	8				8	\$ 1,800	\$ 144	\$ 1,944	
Perform Sampling	12				12	\$ 2,700	\$ 216	\$ 2,916	
Data Analysis	18		80		98	\$ 13,810	\$ 1,105	\$ 14,915	
Draft Report Preparation	12		80		92	\$ 12,460	\$ 997	\$ 13,457	
Review with DDW	12				12	\$ 2,700	\$ 216	\$ 2,916	
Final Report Preparation	16	16		16	48	\$ 8,064	\$ 645	\$ 8,709	
<b>TOTALS</b>	<b>142</b>	<b>80</b>	<b>200</b>	<b>24</b>	<b>446</b>	<b>\$ 72,230</b>	<b>\$ 5,778</b>	<b>\$ 78,008</b>	
<b>Task 4 - MF/RO Virus Sampling (4 events)</b>									
Develop Sampling Plan	12	40	40		92	\$ 14,140	\$ 1,131	\$ 15,271	
Review with DDW	12				12	\$ 2,700	\$ 216	\$ 2,916	
Prepare for Testing (4)	8	24			32	\$ 5,736	\$ 459	\$ 6,195	
Perform Testing (4)	40	80			120	\$ 22,120	\$ 25,000	\$ 47,120	
Data Analysis	16	16	40		72	\$ 11,104	\$ 888	\$ 11,992	
Draft Report Preparation	24	40	80		144	\$ 21,720	\$ 1,738	\$ 23,458	
Review with DDW	12				12	\$ 2,700	\$ 216	\$ 2,916	
Final Report Preparation	16	16		16	48	\$ 8,064	\$ 645	\$ 8,709	
<b>TOTALS</b>	<b>140</b>	<b>216</b>	<b>160</b>	<b>16</b>	<b>532</b>	<b>\$ 88,284</b>	<b>\$ 30,293</b>	<b>\$118,577</b>	
<b>Task 5 - Automated Conductivity Sampling (1 year)</b>									
Review Existing Information	8				8	\$ 1,800	\$ 144	\$ 1,944	
Develop Sampling Plan	12	24	40		76	\$ 11,516	\$ 921	\$ 12,437	
Review with DDW	12				12	\$ 2,700	\$ 216	\$ 2,916	
Purchase and Install Additional Equipment	16	16			32	\$ 6,224	\$ 10,498	\$ 16,722	
Perform Sampling (1 year)	24	48			72	\$ 13,272	\$ 1,062	\$ 14,334	
Data Analysis	12		80		92	\$ 12,460	\$ 997	\$ 13,457	
Draft Report Preparation	12	40	80		132	\$ 19,020	\$ 1,522	\$ 20,542	
Review with DDW	12				12	\$ 2,700	\$ 216	\$ 2,916	
Final Report Preparation	16	16		16	48	\$ 8,064	\$ 645	\$ 8,709	
<b>TOTALS</b>	<b>124</b>	<b>144</b>	<b>200</b>	<b>16</b>	<b>484</b>	<b>\$ 77,756</b>	<b>\$ 16,221</b>	<b>\$ 93,977</b>	
<b>TOTAL of TASKS IDENTIFIED</b>						<b>\$275,190</b>	<b>\$ 55,246</b>	<b>\$330,436</b>	

- Notes:
1. Routine Outside Water Quality Analysis for compliance not included.
  2. Virus sampling includes RO and UF membrane systems.
  3. Modifications to PLC/HMI not included but coordinated with SCADA Integrator.

**Yucaipa Valley Water District - MORE Project  
Timeline of Activities**

	Month	Month/Year																			
		9/18	10/18	11/18	12/18	1/19	2/19	3/19	4/19	5/19	6/19	7/19	8/19	9/19	10/19	11/19	12/19	1/20	2/20	3/20	
<b>Task 1 - CEC Information</b>																					
Organize																					
Prepare Paper for Publication																					
Submit and Respond																					
<b>Task 2 - Virus Removal Study</b>																					
Prepare Paper for Publication																					
Submit and Respond																					
<b>Task 3 - Enhanced Operational Report (1 year)</b>																					
Review Existing Information																					
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Final Report Preparation																					
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Develop Sampling Plan																					
Review with DDW																					
Prepare for Testing (4)																					
Perform Testing (4)																					
Data Analysis																					
Draft Report Preparation																					
Review with DDW																					
Final Report Preparation																					
<b>Task 5 - Automated Conductivity Sampling (1 year)</b>																					
Review Existing Information																					
Develop Sampling Plan																					
Review with DDW																					
Purchase and Install Additional Equipment																					
Perform Sampling (1 year)																					
Data Analysis																					
Draft Report Preparation																					
Review with DDW																					
Final Report Preparation																					



**Date:** September 4, 2018

**Prepared By:** Allison M. Edmisten, Chief Financial Officer

**Subject:** Consideration of Amendment No. 2 to the Memorandum of Agreement for the Terms and Conditions of Employment for Management - Exempt Employees of the Yucaipa Valley Water District

**Recommendation:** That the Board approves Amendment No. 2 to the Memorandum of Agreement with the Management – Exempt Employee Bargaining Group.

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On February 6, 2018, the Board of Directors of the Yucaipa Valley Water District approved Amendment No. 1 to the Memorandum of Agreement with the Management – Exempt Employees of the Yucaipa Valley Water District as Director Memorandum No. 18-026.

The language adopted in Section 7.0 Medical Insurance Provisions reads “On January 24, 2018, the Management – Exempt Employees voted to implement a methodology for calculating the District’s contribution of medical insurance whereby the employee receiving medical benefits as ‘employee plus one’ and ‘family’ receive the average for these classifications from quoted medical providers (with the exception of the Health Net Salud y Mas plan), and the single beneficiaries receive a calculated remaining amount.”

District staff recently received the premium rates for the health plans for the 2019 calendar year from CalPERS. When calculating the “remaining amount” for the single beneficiary benefit as mentioned above, it was discovered there is an error with the formula which would result in a negative benefit amount for single employees.

On August 30, 2018, District staff presented two options to the Exempt employees to vote on in regard to the benefit amounts for 2019. Option 1 mirrored the methodology for the General Employee group and Option 2 mirrored the methodology for the Supervisory Employee group. The vote was 6 to 1 in favor of Option 1.

The attached Amendment No. 2 provides the revised language for Section 7.0 Medical Insurance Provisions for the Memorandum of Agreement with the Management – Exempt Employee Bargaining Group.

## **MEMORANDUM OF AGREEMENT - AMENDMENT NO. 2**

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

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

#### **RECITALS**

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

On August 30, 2018 the Exempt employees voted to correct the methodology for calculating the District's contribution of medical insurance.

#### **AMENDMENT NO. 2**

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

Section 7.0	Medical Insurance Provisions	On August 30, 2018, the Management - Exempt Employees voted to implement a methodology for calculating the District's contribution of medical insurance whereby the District shall contribute a monthly amount equal to the average (with the exception of the Health Net Salud y Mas plan) of the single employee, employee plus spouse, employee plus family plans. Employees in the Management – Exempt Employees group shall be responsible for any cost above the fixed monthly contribution by the District through regular payroll deduction.
-------------	------------------------------	--

**Management – Exempt Employees:**

/S/ Kathryn Hallberg

Authorized Representative – Kathryn Hallberg

\_\_\_\_\_ Date

/S/ Mike Kostelecky

Authorized Representative – Mike Kostelecky

\_\_\_\_\_ Date

**Yucaipa Valley Water District:**

\_\_\_\_\_ Jay Bogh, President

\_\_\_\_\_ Date





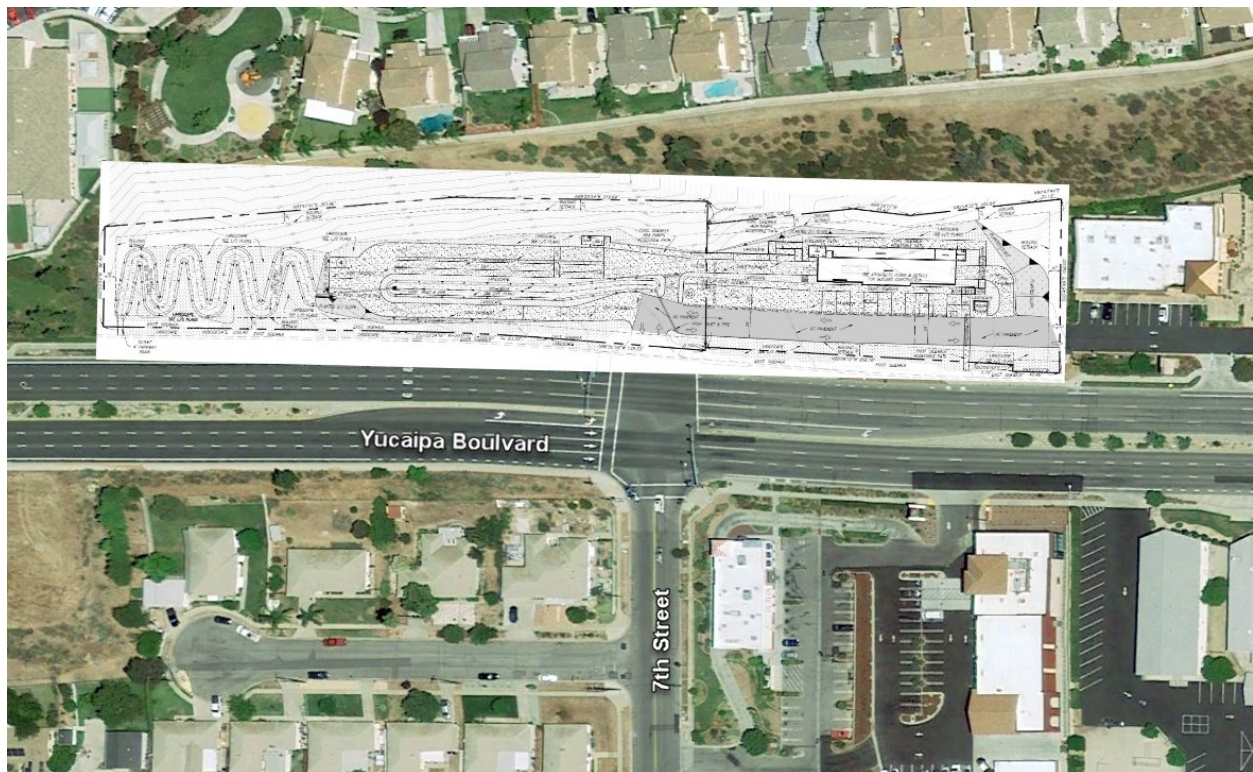
**Date:** September 4, 2018

**Prepared By:** Matthew Porras, Implementation Manager

**Subject:** Consideration of a Development Agreement No. 2018-09 to Provide Drinking Water, Sewer and Recycled Water Service

**Recommendation:** That the Board authorize the Board President to execute Development Agreement No. 2018-09.

A new carwash will be constructed at the intersection of Yucaipa Boulevard and 7<sup>th</sup> Street. The project is in the service area of the Yucaipa Valley Water District and the District will be providing drinking water, recycled water and sewer service to the project. The carwash itself will utilize recycled water for the car wash operation as well as the landscape irrigation. District staff has been corresponding with the State and Local regulatory agencies regarding the application of recycled water use for this purpose with positive results.



The development agreement is attached for your review and consideration.

Yucaipa Valley Water District  
 Development Agreement No. 2018-09  
 Page 1 of 19

**AGREEMENT TO PROVIDE WATER, SEWER AND RECYCLED WATER SERVICES TO ASSESSOR’S PARCEL NUMBER 0303-131-75 AND 0303-131-96 IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 4<sup>th</sup> day of September 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and HMS Properties LP, ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-363	#65-28395

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

**District**  
 Yucaipa Valley Water District  
 12770 Second Street  
 Post Office Box 730  
 Yucaipa, California 92399  
 Attention: Joseph Zoba, General Manager  
 Telephone: (909) 797-5119 x2  
 Email: jzoba@yvwd.us

**Developer**  
 Hal Sears Revocable Trust  
 1131 Emerald Bay  
 Laguna Beach, California 92651  
 Attention: Nuby Sears  
 Telephone: (949) 230-0938  
 Email: nubysears@yahoo.com

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

Assessor Parcel Numbers	County
0303-131-75 & 0303-131-96	San Bernardino

**RECITALS**

WHEREAS, the Developer desires to develop its Property situated within the service area of the District as shown on Exhibit A attached hereto with a carwash facility; 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 has provided record of a lot merger, Exhibit C attached hereto; and

WHEREAS, the Developer desires to obtain service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit D 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 a proposed carwash facility that will use recycled water for the source of the carwash and the landscape irrigation ("Project"). The District will provide drinking water, recycled water, and sewer service to the Project. The lot merger [Exhibit C] has been recorded and the final Assessor's Parcel Number will be issued in the future for this Project.
- B. Special Conditions** The following conditions, being contained herein, will be required by the Yucaipa Valley Water District for the Developer to receive service for the Project.
- 1. Project Specific Drinking Water Conditions:** The Project will be served drinking water service from Yucaipa Valley Water District. The Developer will design and construct on-site and off-site drinking water infrastructure ("Facilities") pursuant to District approved plans and requirements.
  - 2. Project Specific Recycled Water Conditions:** The Project will receive recycled water service from Yucaipa Valley Water District. The Developer will design and construct on-site and off-site recycled water infrastructure ("Facilities") pursuant to District approved plans and requirements.
  - 3. Project Specific Stormwater Conditions.** The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of onsite stormwater collection facilities and retention basins. In some cases, special construction will be required to protect District Facilities from interference with the infrastructure and/or operations of the stormwater facilities.
  - 4. Project Specific Sewer Conditions.** The Developer shall design and construct onsite sewer infrastructure and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
  - 5. Rates, Fees and Charges.** The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time connection and service is provided.
  - 6. Project Related Invoices.** The Developer agrees to deposit funds with the District, as required herein, within 10 business days following the District's approval of this Agreement. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance in the Project Cash Account.

7. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities, excluding the on-site Facilities, will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
8. Easements, Dedications, and Recorded Documentation: All easements, dedications and recorded documentation required by the District shall be provided by the Developer to the District in a timely manner as required by the District. Existing easements in favor of the District will be maintained before, during, and after construction.
9. Annexation. This Project is located within the service area of the District, so an annexation is not required.
10. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
11. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
12. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
13. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (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 abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
  - b. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

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

YUCAIPA VALLEY WATER DISTRICT

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Jay Bogh, Board President

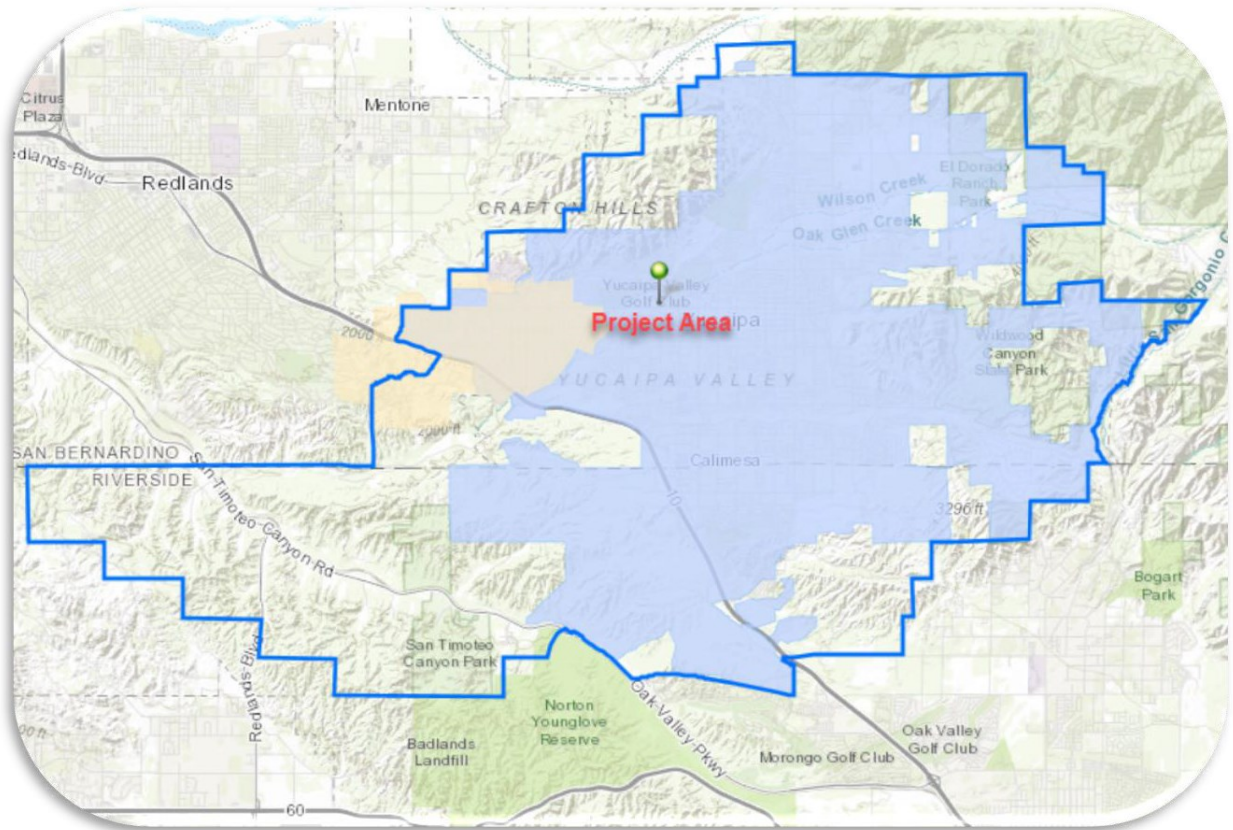
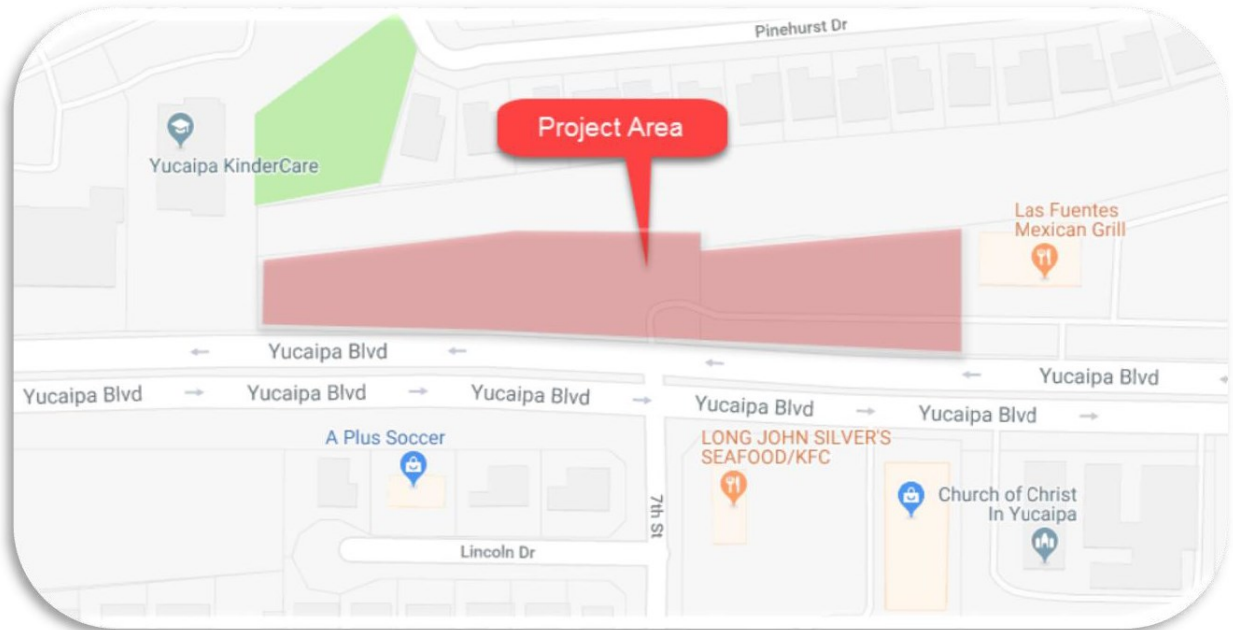
DEVELOPER

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

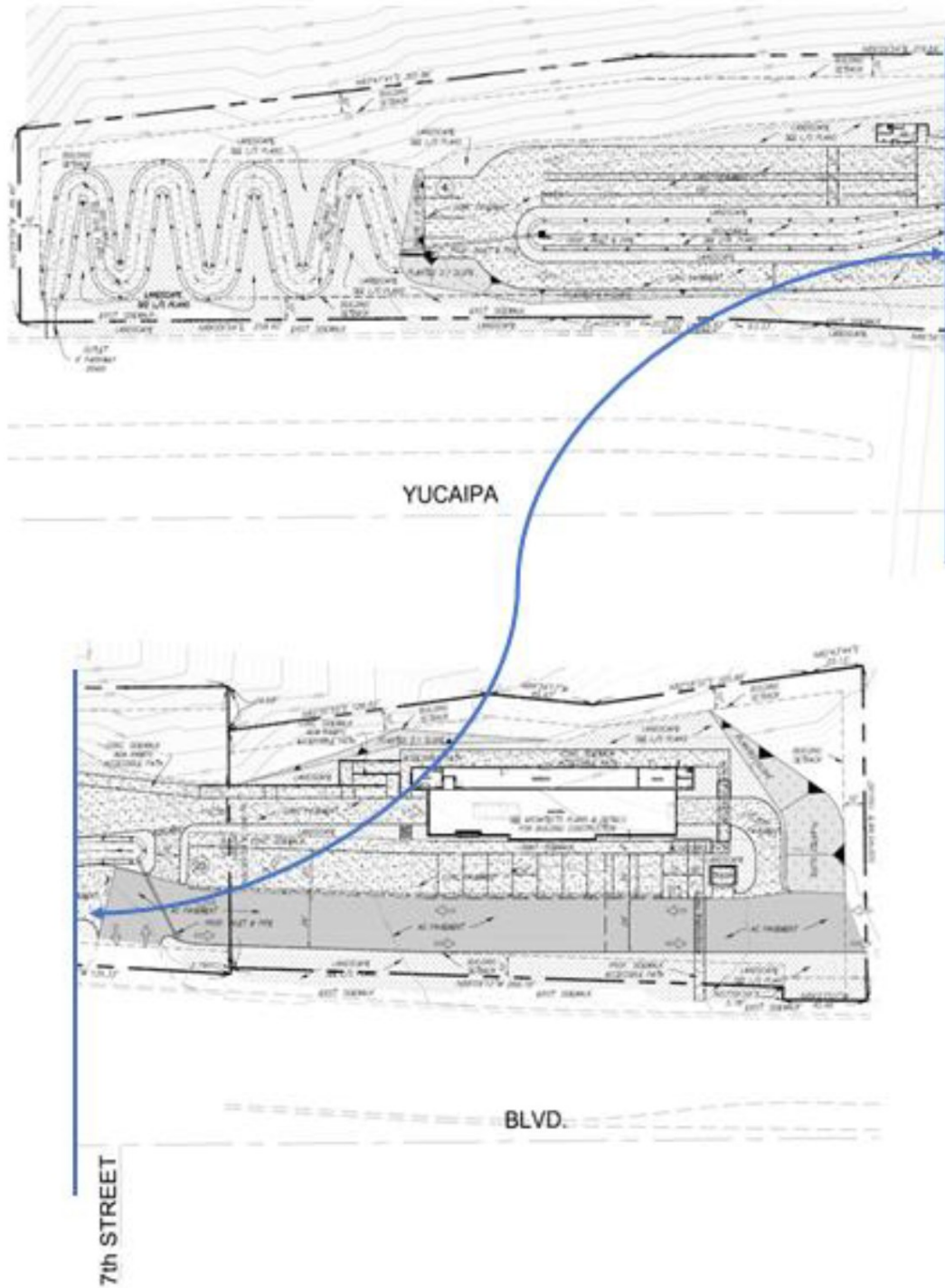
Print Name: \_\_\_\_\_

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

### Exhibit A - Project Location and District Boundary



### Exhibit B - Proposed Development Concept





### Exhibit C – Lot Merger

Electronically Recorded in Official Records, County of San Bernardino

8/23/2018  
02:51 PM  
SG



**BOB DUTTON**  
ASSESSOR - RECORDER - CLERK  
634 City of Yucaipa

**RECORDING REQUESTED BY:**

City of Yucaipa

**WHEN RECORDED, RETURN TO:**

City of Yucaipa  
Director of Community Development  
34272 Yucaipa Boulevard  
Yucaipa, CA 92399-9950

Doc# 2018-0309927



Titles	Pages	
1	4	
Fees		.00
Taxes		.00
CA SB2 Fee		.00
Others		.00
Paid		.00

Fees Exempt Pursuant to Gov. Code §6103

#### NOTICE OF MERGER

CASE NO. 17-117/LM

**PROPERTY OWNER(S):** HMS PROPERTIES, LP, a California limited partnership

Notice is hereby given to all persons that, pursuant to Section 83.040705 et seq. of the Yucaipa Development Code, and Section 66451.11 of the Government Code of the State of California, the following described real property in the City of Yucaipa, County of San Bernardino, State of California, is merged into one parcel of land:

(SEE EXHIBITS A AND B)

Any purchasers, heirs, assigns, or successors in interest of said property subsequent to the recording of this Notice of Merger with the County Recorder shall be deemed to be notified of said Notice.

Dated: 8/16/18

CITY OF YUCAIPA  
BY: [Signature]  
Paul Toomey,  
Director of Community Development

Assessor Parcel Nos. 0303-131-96, 0303-131-75

STATE OF CALIFORNIA }  
CO. OF SAN BERNARDINO } ss.  
CITY OF YUCAIPA }

On August 16, 2018, before me, TAMMY VAUGHAN, DEPUTY CITY CLERK, personally appeared PAUL TOOMEY, DIRECTOR OF COMMUNITY DEVELOPMENT, 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 instruments.

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

WITNESS my hand and official seal.

[Signature]  
TAMMY VAUGHAN, DEPUTY CITY CLERK

Yucaipa Valley Water District  
 Development Agreement No. 2018-09  
 Page 8 of 19

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 2 OF PM 15374 AND PORTION OF YUCAIPA BOULEVARD**

**PARCEL "A"**

PARCEL "A", CONSISTING OF ALL OF PARCEL 2 OF THE MAP OF PARCEL MAP 15374, SAID PARCEL MAP RECORDED IN THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER ON MAY 26, 2000 IN BOOK 189, PAGES 81 THROUGH 84 OF PARCEL MAPS, **TOGETHER WITH** A PORTION OF YUCAIPA BOULEVARD, ALL AS DESCRIBED HEREIN. SAID PARCEL "A" LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

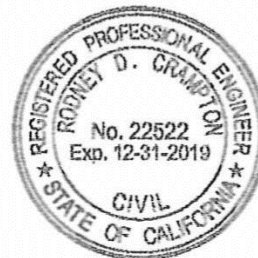
**BEGINNING** AT THE SOUTHWEST CORNER OF SAID PARCEL 2, THENCE;  
 S88°09'12"E ALONG THE SOUTHERLY LINE OF SAID PARCEL 2 A DISTANCE OF 266.10 FEET, THENCE;  
 S03°09'58"W A DISTANCE OF 5.77 FEET, THENCE;  
 CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 2, S89°23'07"E A DISTANCE OF 40.47 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2, THENCE;  
 N00°45'48"W ALONG THE EASTERLY LINE OF SAID PARCEL 2, A DISTANCE OF 150.00 FEET TO THE NORTH EASTERLY CORNER OF SAID PARCEL 2, THENCE;  
 S82°43'42"W ALONG THE NORTHERLY LINE OF SAID PARCEL 2, A DISTANCE OF 25.13 FEET, THENCE;  
 CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL 2, S82°18'32"W A DISTANCE OF 105.88 FEET, THENCE;  
 CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL 2, N84°34'17"W A DISTANCE OF 49.93 FEET, THENCE;  
 CONTINUING ALONG THE NORTHERLY LINE OF SAID PARCEL 2, S82°35'55"W A DISTANCE OF 126.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2, THENCE;  
 N00°29'59"W A DISTANCE OF 19.68 FEET, THENCE;  
 S89°29'54"W ALONG THE SOUTHERLY LINE OF PARCEL 1 OF SAID PARCEL MAP A DISTANCE OF 219.64 FEET, THENCE;  
 CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, S83°47'41"W A DISTANCE OF 301.86 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1, THENCE;  
 S00°29'59"E A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 8 OF PARCEL MAP NUMBER 13021, SAID PARCEL MAP RECORDED IN THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER ON AUGUST 30, 1996 IN BOOK 181, PAGES 24 THROUGH 32 OF PARCEL MAPS, THENCE;  
 S00°29'59"E A DISTANCE OF 21.40 FEET, THENCE;  
 N89°29'54"E A DISTANCE OF 258.40 FEET, TO THE BEGINNING OF THE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2031.55 FEET, A RADIAL LINE PASSING THROUGH THE BEGINNING OF SAID CURVE BEARS N00°30'06"W, THENCE;  
 EASTERLY 126.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'16", A RADIAL LINE PASSING THROUGH THE END OF SAID CURVE BEARS N03°04'10"E, THENCE;  
 S86°56'08"E A DISTANCE OF 135.33 FEET, THENCE;  
 N00°29'59"W A DISTANCE OF 2.79 FEET TO THE POINT OF **BEGINNING**.

SAID PARCEL "A" CONTAINS 2.202 ACRES, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

*Rodney D. Crampton*

RODNEY D. CRAMPTON, R.C.E. 22522





Yucaipa Valley Water District  
Development Agreement No. 2018-09  
Page 9 of 19

**EXHIBIT "A"**  
LEGAL DESCRIPTION

**A PORTION OF YUCAIPA BOULEVARD RIGHT-OF-WAY**

A PORTION OF YUCAIPA BOULEVARD, AS DESCRIBED HEREIN AND LOCATED IN SECTION 35, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN.

**BEGINNING** AT THE SOUTHWEST CORNER OF SAID PARCEL 2, THENCE;  
N00°29'59"W ALONG THE WESTERLY LINE OF SAID PARCEL 2 A DISTANCE OF 125.97 FEET, THENCE;  
S89°29'54"W ALONG THE SOUTHERLY LINE OF PARCEL 1 OF SAID PARCEL MAP A DISTANCE OF 219.64 FEET, THENCE;  
CONTINUING ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, S83°47'41"W A DISTANCE OF 301.86 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL 1, THENCE;  
S00°29'59"E A DISTANCE OF 65.00 FEET TO THE SOUTHEAST CORNER OF PARCEL 8 OF PARCEL MAP NUMBER 13021, SAID PARCEL MAP RECORDED IN THE OFFICE OF THE SAN BERNARDINO COUNTY RECORDER ON AUGUST 30, 1996 IN BOOK 181, PAGES 24 THROUGH 32 OF PARCEL MAPS, THENCE;  
S00°29'59"E A DISTANCE OF 21.40 FEET, THENCE;  
N89°29'54"E A DISTANCE OF 258.40 FEET, TO THE BEGINNING OF THE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2031.55 FEET, A RADIAL LINE PASSING THROUGH THE BEGINNING OF SAID CURVE BEARS N00°30'06"W, THENCE;  
EASTERLY 126.62 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°34'16", A RADIAL LINE PASSING THROUGH THE END OF SAID CURVE BEARS N03°04'10"E, THENCE;  
S86°56'08"E A DISTANCE OF 135.33 FEET, THENCE;  
N00°29'59"W A DISTANCE OF 2.79 FEET TO THE POINT OF **BEGINNING**.

SAID PORTION OF YUCAIPA BOULEVARD CONTAINS 1.317 ACRES, MORE OR LESS.

PREPARED BY ME OR UNDER MY DIRECTION

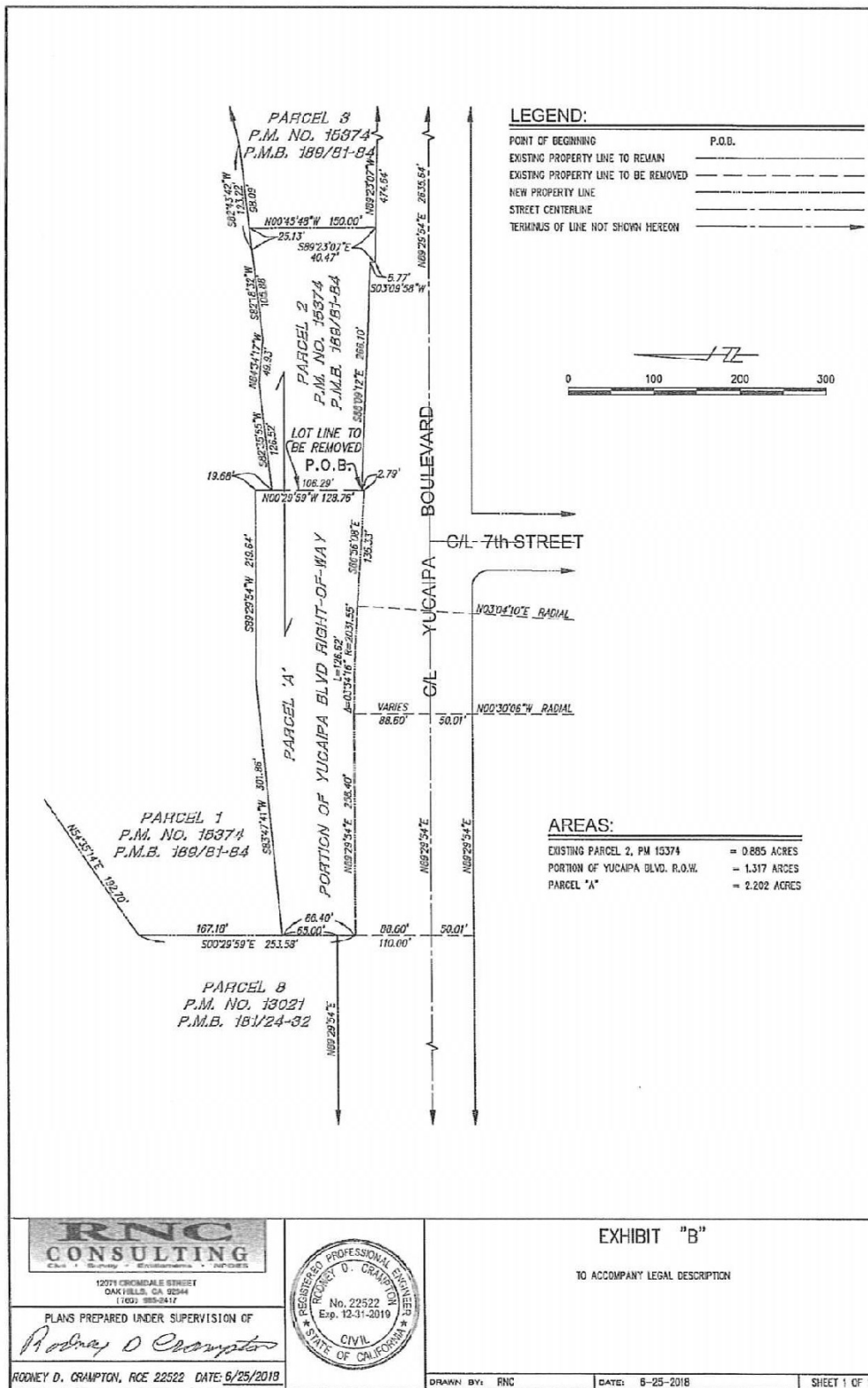
*Rodney D. Crampton*

RODNEY D. CRAMPTON, R.C.E. 22522





Yucaipa Valley Water District  
 Development Agreement No. 2018-09  
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**RNC CONSULTING**  
 Civil, Surveying, Environmental, Engineers

12771 CHINDALE STREET  
 OAK HILLS, CA 92544  
 (760) 885-8417

PLANS PREPARED UNDER SUPERVISION OF  
*Rodney D. Crampton*

RODNEY D. CRAMPTON, RCE 22522 DATE: 6/25/2018

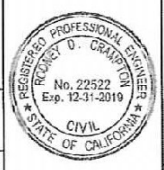


EXHIBIT "B"

TO ACCOMPANY LEGAL DESCRIPTION

DRAWN BY: RNC DATE: 6-25-2018 SHEET 1 OF 1

## Exhibit D - General Construction Conditions

### DESIGN AND CONSTRUCTION - SEWER INFRASTRUCTURE

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

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

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

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

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

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

#### FEES AND CREDITS

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

- 4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
  - 5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
  - 6. Should any unexpended funds remain in the Cash Account upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 60 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the District, the Developer shall pay, when due, the then-current amount of the applicable fee or charge.
- Q. District Financial Participation; Credits. The District may agree to participate in certain Facilities for this Project. Any participation or financial contribution to construct the water and/or sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

**PERMITS AND DOCUMENTATION**

- R. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information.
- 1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.
- S. Documents Furnished by the Developer. The Developer shall furnish to the District documentation as required by the District specified below, within the time periods specified. Each and every document submittal shall consist of a fully executed original or certified copy (in recordable form, if applicable) and two copies.

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Grant of Easements and Rights-of-Way	Prior to Construction
Labor and Materials Bond	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction



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

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

## INSURANCE AND INDEMNIFICATION

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

Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the performance by Developer of this Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District. Notwithstanding the foregoing, the Developer shall have no obligation to defend, indemnify or hold harmless the District, its employees, agents or officials from any liability arising, in whole or in part, from the District's intentional and/or negligent acts.

- U. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

1. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited

to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.
3. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees or agents.
4. The Developer and the District further agree as follows:
  - a. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.
  - b. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.
  - c. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.

- d. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees and agents as a result of such failure.
- e. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

### MISCELLANEOUS PROVISIONS

- V. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.
- W. Force Majeure. If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.
- X. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
- Y. Waiver. No waiver by either Party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.
- Z. Severance. If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.
- AA. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- BB. Preparation of This Agreement. This Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it.
- CC. Alternative Dispute Resolution. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted

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to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION



**Date:** September 4, 2018

**Prepared By:** Joseph Zoba, General Manger

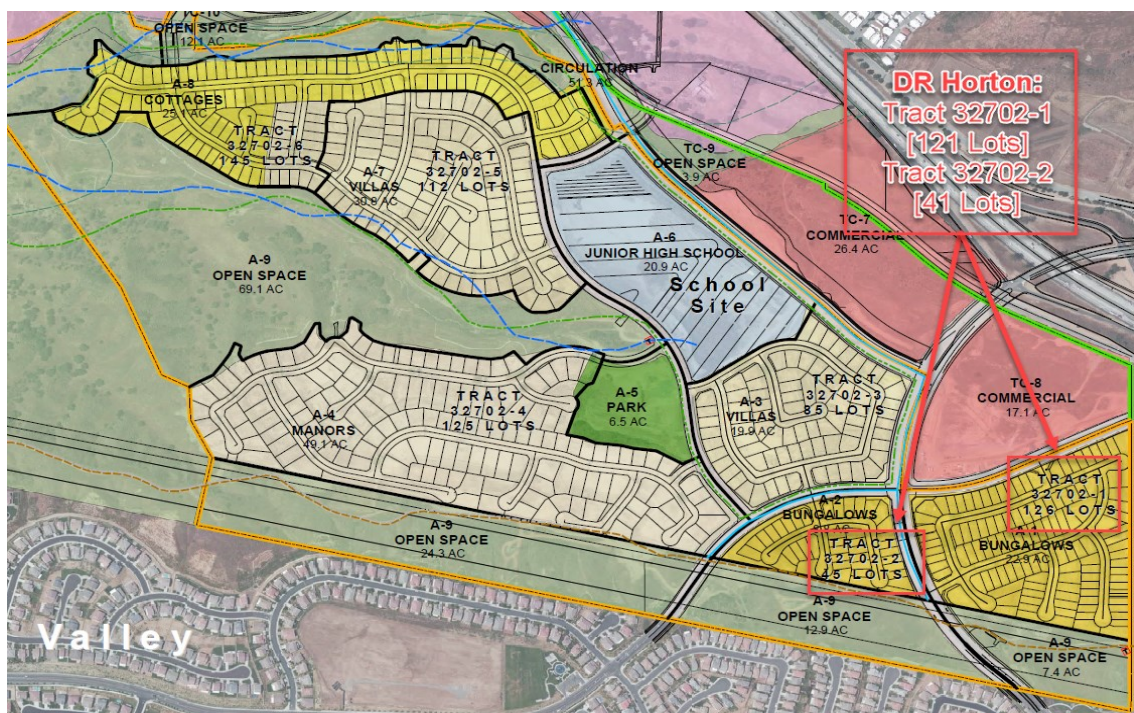
**Subject:** Overview of a Proposed Development Agreement for Tract No. 32702-1 and 32702-2 - DR Horton

**Recommendation:** That the Board authorize the Board President to execute Development Agreement No. 2018-11.

In the City of Calimesa, the Summerwind residential development is underway with ‘backbone’ infrastructure and grading improvements. The second home builder, DR Horton, has purchased Tract No. 32702-1 (121 lots) and Tract No. 32702-2 (41 lots).

At the board meeting on August 7, 2018, the Board of Directors accepted 59.89 acre feet of overlying water rights for this development [Director Memorandum No. 18-112]. Notification about the transfer and acquisition of permanent overlying water rights by Yucaipa Valley Water District was presented to the Beaumont Basin Watermaster meeting on August 1, 2018.

These tracts are within the Districts service area and will receive drinking water, recycled water, and sewer service. The homes will be dual plumbed, utilizing recycled water for front and backyard irrigation. This development will be required to contribute to the sewer mainline deficiency fee currently collected in the Calimesa area.





**AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER, AND SEWER SERVICE TO TRACT NUMBER 32702-1 (121 LOTS) AND TRACT 32702-2 (41 LOTS) IN THE CITY OF CALIMESA, COUNTY OF RIVERSIDE**

This Agreement is made and effective this 4<sup>th</sup> day of September 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and DR Horton ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)

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	DR Horton 2280 Wardlow Circle, #100 Corona, California 92880 Attention: Barbara Murakami, Vice President Telephone: (951) 739-5443

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

Tract Number and Lot Numbers	City / County
Tract No. 32702-1 - Lots 1-121 (121 lots) Tract No. 320702-2 - Lots 1-41 (41 lots)	City of Calimesa / Riverside County

**RECITALS**

WHEREAS, the Developer desires to develop its Property situated within the service area of the District consisting of a development with a total of 162 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit A 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 B 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. 32702-1 and forty-one lots within Tract No. 32702-2. The Project is located in the Summerwind development, 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.
  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 will be applied to common areas around the Project site and to residential lots within the Project as Title 22 approved dual-plumbed lots.
  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.

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- a. 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.
  - b. Project phases will be coordinated with the District staff.
  - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD 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. On August 1, 2018 the Yucaipa Valley Water District notified the Beaumont Basin Watermaster of the transfer of overlying water rights pursuant to the Beaumont Basin Watermaster Resolution No. 2017-02. Documentation related to the transfer of 90.94 acre-feet is attached as Exhibit C.
  - b. On August 21, 2018, the Board of Directors adopted Resolution No. 2018-27, "*A Resolution of the Yucaipa Valley Water District Updating 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 applicable to developments pursuant to the following conditions:
    - i. As a result of the transfer of overlying water rights, the Developer is not required to pay to the District the SGPWA Water Fee as provided in Section 6.b herein.
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.

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- 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

Yucaipa Valley Water District  
Development Agreement No. 2018-10  
Page 5 of 20

DEVELOPER

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

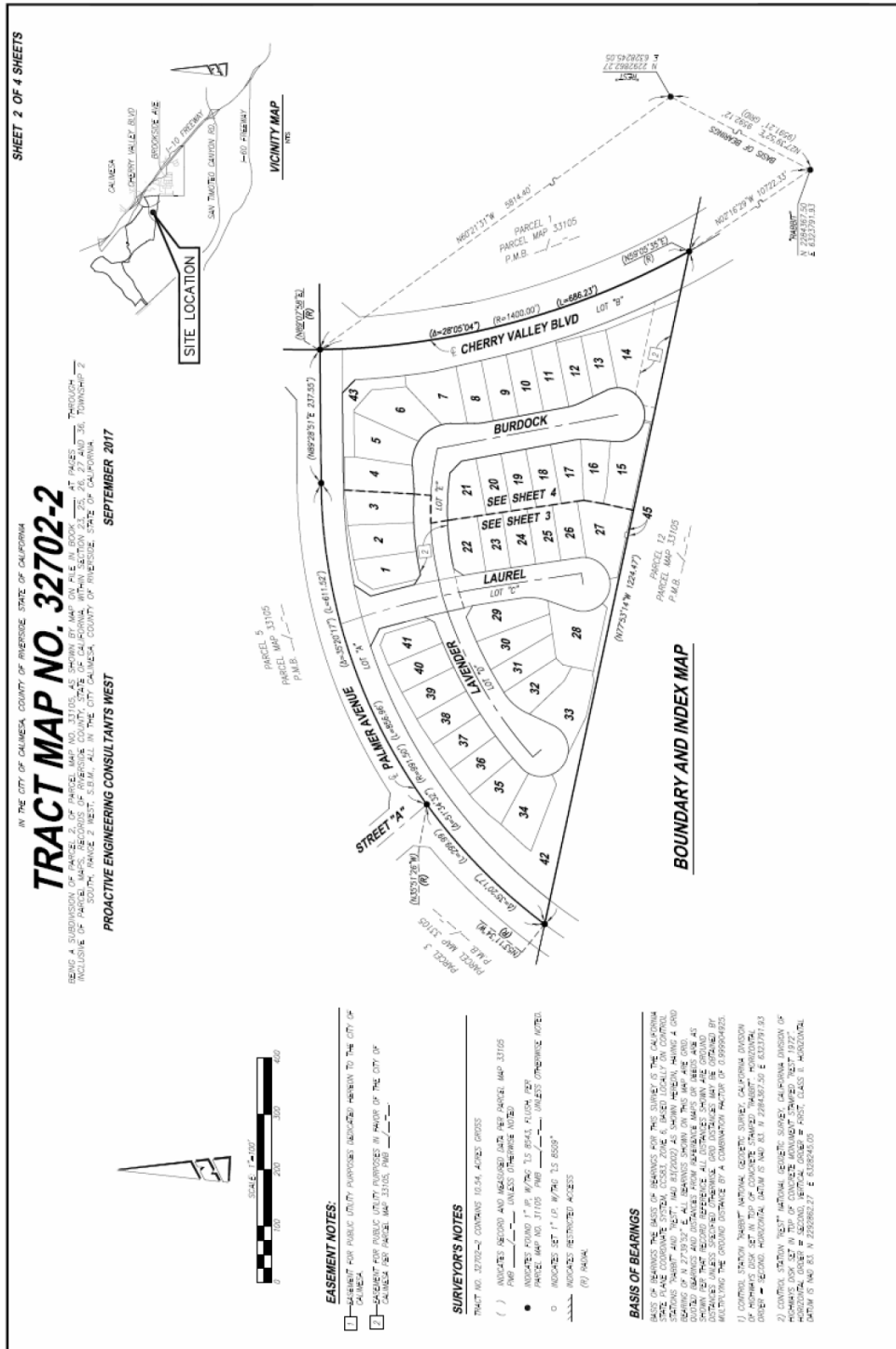
Print Name: Barbara Murakami

Print Title: Vice President

DRAFT







## Exhibit B - General Construction Conditions

### DESIGN AND CONSTRUCTION

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

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

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

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

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



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

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

#### FEES AND CREDITS

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

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

#### PERMITS AND DOCUMENTATION

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

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

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

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

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

**INSURANCE AND INDEMNIFICATION**

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

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

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

W. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

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

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

#### MISCELLANEOUS PROVISIONS

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



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

END OF SECTION

## Exhibit C - Transfer of Overlying Water Rights

See following page

DRAFT

Yucaipa Valley Water District  
Development Agreement No. 2018-10  
Page 18 of 20



# Yucaipa Valley Water District

12770 Second Street • P. O. Box 730 • Yucaipa, California 92399-0730  
(909) 797-5117 • Fax: (909) 797-6381 • www.yvwd.dst.ca.us

July 27, 2018

Mr. Dan Jagers, Secretary  
Beaumont Basin Watermaster  
c/o Beaumont Cherry Valley Water District  
560 Magnolia Avenue  
Beaumont, California 92223

Thierry Montoya  
Alvarado Smith  
1 MacArthur Place, Suite 200  
Santa Ana, California 92707

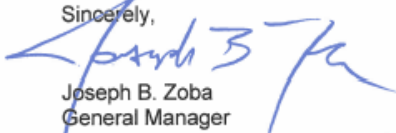
Hannibal Blandon  
ALDA Engineering  
5928 Vineyard Avenue  
Alta Loma, California 91701

**Subject: Transfer of 59.89 Acre Feet of Overlying Water Rights in the Beaumont Basin for Tract Nos. 32702-1 (121 lots) and 32702-2 (41 lots) Pursuant to Beaumont Basin Watermaster Resolution No. 2017-02**

Gentlemen:

The Yucaipa Valley Water District has accepted the transfer of Overlying Water Rights from Oak Valley Partners for Tract Nos. 32702-1 and 32702-2 (162 lots) pursuant to Beaumont Basin Watermaster Resolution No. 2017-02 adopted on August 30, 2017.

The attached correspondence dated July 5, 2018, confirms the transfer of 59.89 acre-feet of overlying water rights from Oak Valley Partners and the acceptance of said overlying-appropriative water rights by Yucaipa Valley Water District.

Sincerely,  
  
Joseph B. Zoba  
General Manager

Copies to:

- John Ohanian, Oak Valley Partners
- Mike Turner, Argent Management

Directors and Officers

CHRISTOPHER MANN  
Division 1

BRUCE GRANLUND  
Division 2

JAY BOGH  
Division 3

LONNI GRANLUND  
Division 4

THOMAS SHALHOUB  
Division 5

JOSEPH B. ZOBA  
General Manager  
and Secretary

Yucaipa Valley Water District  
Development Agreement No. 2018-10  
Page 19 of 20

July 5, 2018

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

RE: Summerwind Trails - Transfer of Overlying Water Rights for Water  
Service - Tracts 32702-1 & 32702-2, 162 Single Family Residential Lots

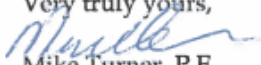
Dear Mr. Zoba:

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


We are hereby requesting to transfer 59.89 acre-feet of the Summerwind Ranch Beaumont Basin Overlyer Water Rights to Tracts 32702-1 (121 lots) and 32702-2 (41 lots) to provide potable water requirements for 246 residential single family lots. These three Tracts encompass approximately 31.4 acres and are included within APN's 413-290-035 and 413-290-036 per the attached Exhibit 1.

The merchant builder for these two Tracts is D.R. Horton Los Angeles Holding Company, Inc., a California Corporation, and MPH Homebuilders 2000 L.P., a California limited partnership. Upon this transfer, we understand that D.R. Horton and MPH Homebuilders 2000 L.P. will be exempt from paying the District's Supplemental Water Facility Capacity Charge pursuant to the District's Resolution No. 2017-23, Section 2.D.

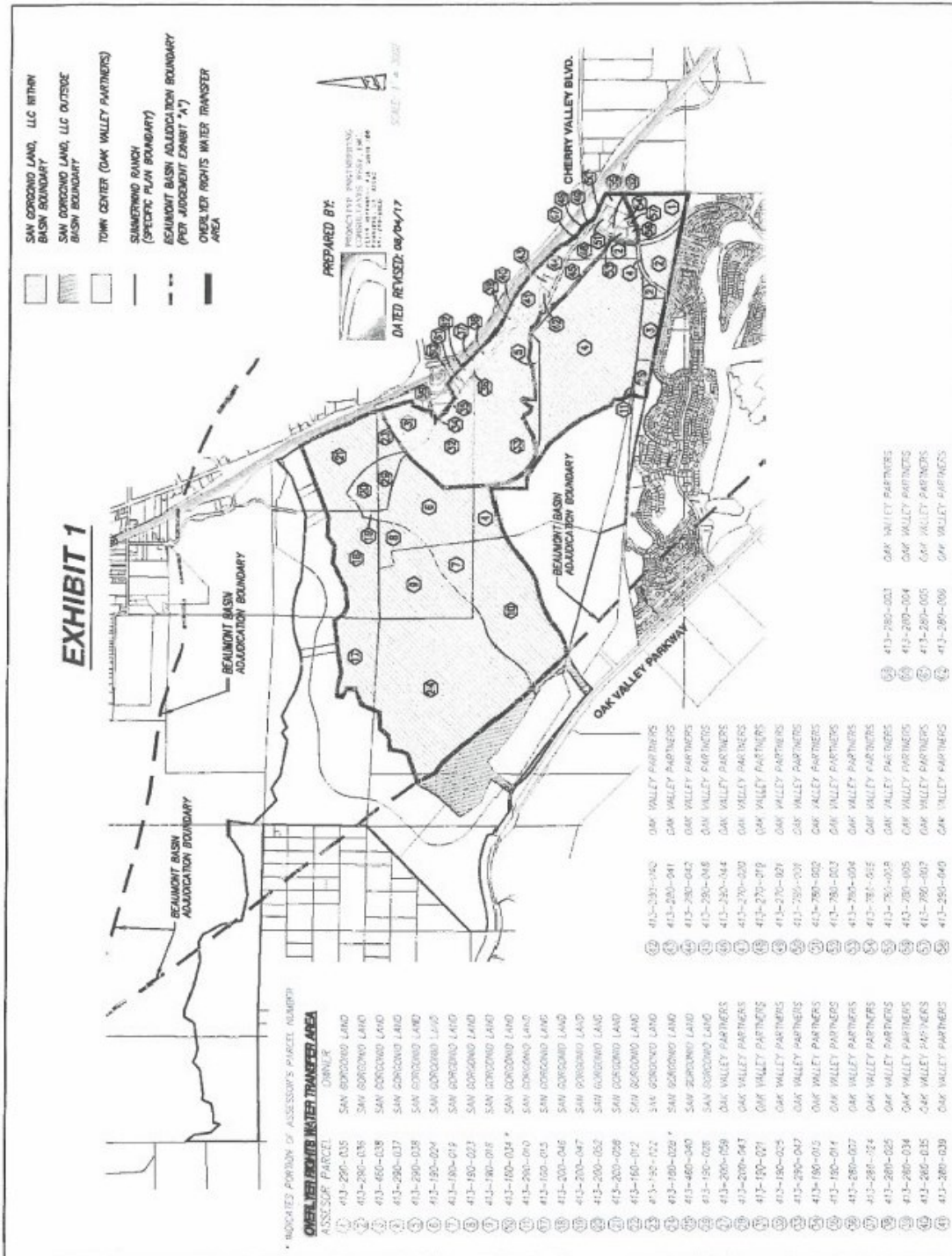
If acceptable to you, please indicate so with your approval signature below.

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

CONCURRENCE:  
  
John Ohanian - Oak Valley Partners

APPROVAL:  
  
Joe Zoba - General Manager, YVWD

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





# Board Reports



Yucaipa Valley Water District

# Director Comments



Yucaipa Valley Water District



## FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

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

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

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

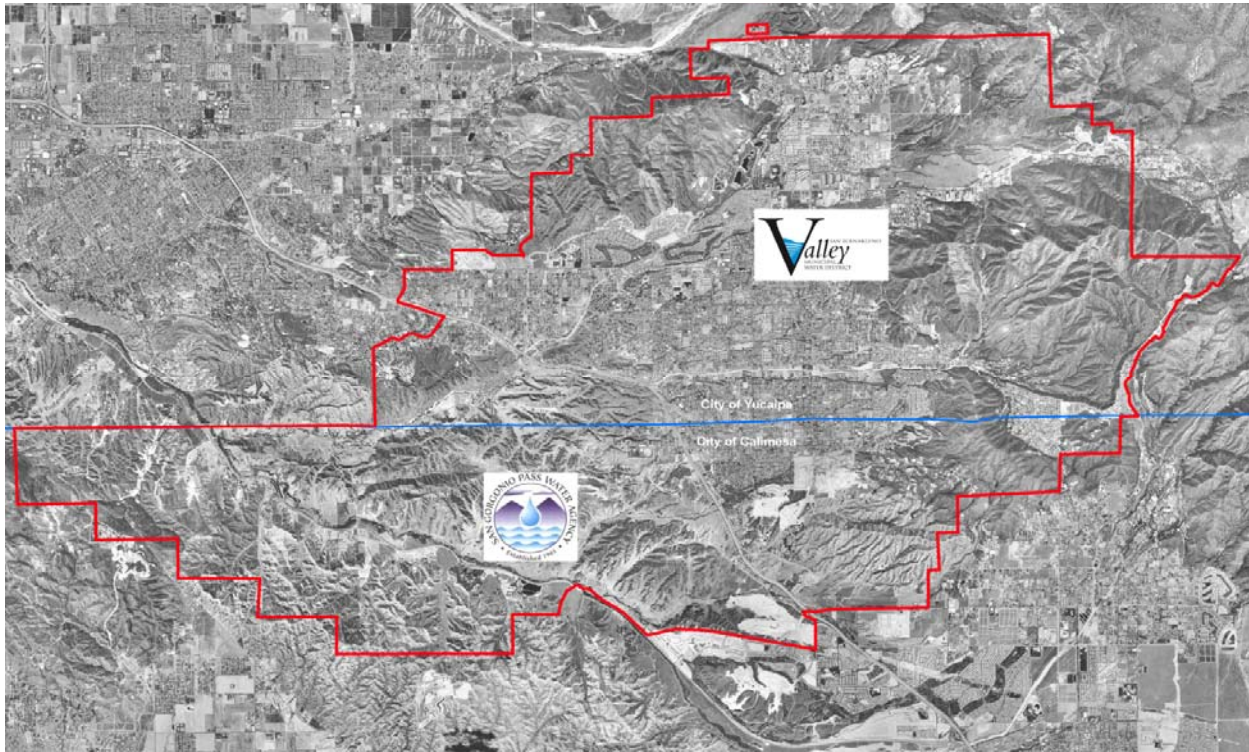
**Water System:** 215 miles of drinking water pipelines  
27 reservoirs - 34 million gallons of storage capacity  
18 pressure zones  
12,000 ac-ft annual water demand (3.9 billion gallons)  
Two water filtration facilities:  
- 1 mgd at Oak Glen Surface Water Filtration Facility  
- 12 mgd at Yucaipa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

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

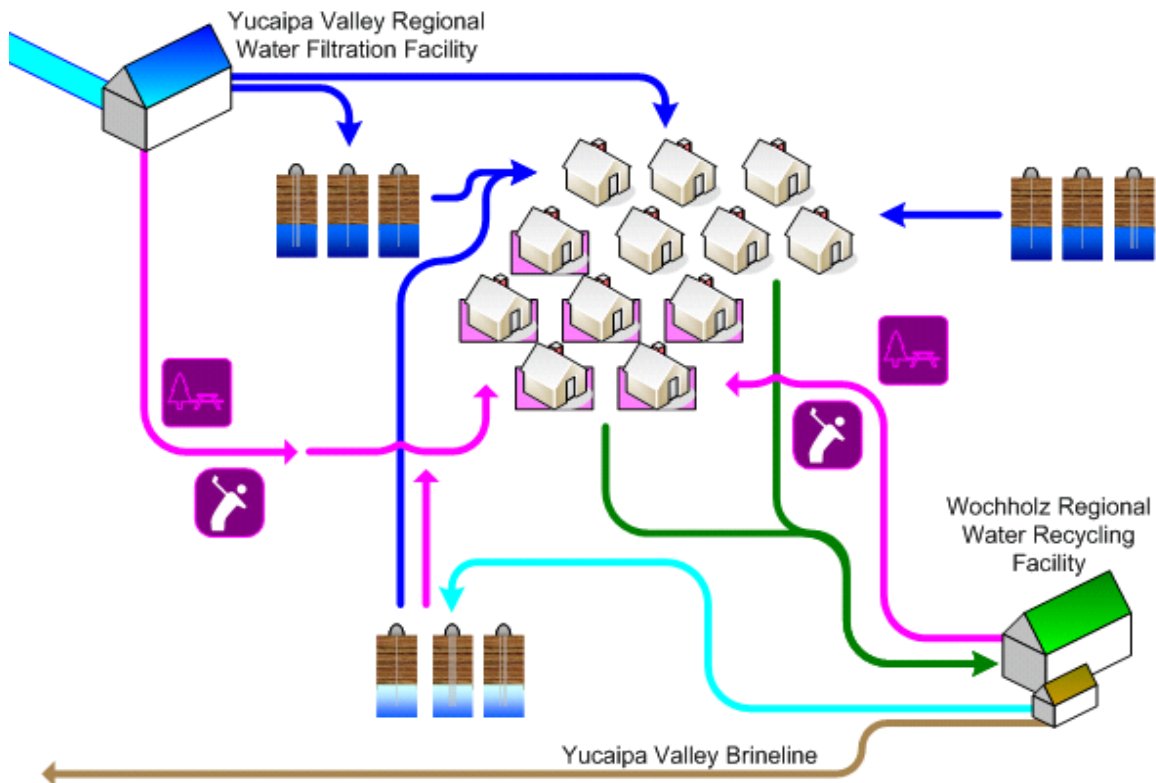
**Recycled Water:** 22 miles of recycled water pipelines  
5 reservoirs - 12 million gallons of storage  
1,200 ac-ft annual recycled demand (0.4 billion gallons)

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

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



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





## THE MEASUREMENT OF WATER PURITY

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

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

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

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

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

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







## GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## COMMONLY USED ABBREVIATIONS

<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