

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

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

Tuesday, September 18, 2018 at 6:00 p.m.

I. CALL TO ORDER - Pledge of Allegiance

II. ROLL CALL

- **III. PUBLIC COMMENTS** At this time, members of the public may address the Board of Directors on matters within its jurisdiction. To provide comments on specific agenda items, please complete a speaker's request form and provide the completed form to the Board Secretary prior to the board meeting.
- IV. CONSENT CALENDAR All consent calendar matters are routine and will be acted upon in one motion. There will be no discussion of these items unless board members, administrative staff, or members of the public request specific items to be discussed and/or removed prior to the vote for approval.
 - A. Minutes of Meetings
 - 1. Regular Board Meeting September 4, 2018
 - 2. Board Workshop September 11, 2018
 - B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts
 - 2. Ratify General Expenses for August 2018

V. STAFF REPORT

VI. DISCUSSION ITEMS

A. Presentation of the Unaudited Financial Report for the Period Ending on August 31, 2018 [Director Memorandum No. 18-126 - Page 24 of 169]

RECOMMENDED ACTION: That the Board receive and file the unaudited financial report.

B. Consideration of Purchasing an Asset Management Software from Novotx [Director Memorandum No. 18-127 - Page 50 of 169]

RECOMMENDED ACTION: That the Board authorize the General Manager to execute the necessary contract to purchase the Elements XS Asset Management Software.

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 <u>www.yvwd.dst.ca.us</u>

C. Discussion Regarding the Issuance of a Request for Proposals for 2019 Public Relations and Outreach Services [Director Memorandum No. 18-128 - Page 56 of 169] RECOMMENDED ACTION: That the Board authorize the General Manager to

RECOMMENDED ACTION: That the Board authorize the General Manager to finalize and release the Request for Proposals.

D. Discussion Regarding Development Agreement No. 2018-12 for Tract Number 15195 (16 lots) - Yucaipa [Director Memorandum No. 18-129 - Page 75 of 169]

RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2018-12.

E. Discussion Regarding Development Agreement No. 2018-14 for Tract Number 18174 (70 lots) - Yucaipa [Director Memorandum No. 18-130 - Page 91 of 169]

RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2018-14.

F. Consideration of a Claim for Repair Costs Related to Water Main Break on Pendleton Road-Placencia [Director Memorandum No. 18-131 - Page 108 of 169]

RECOMMENDED ACTION: That the Board accepts the claim for an amount not to exceed \$3,129.11.

G. Consideration of a Claim for Repair Costs Related to Water Main Break on Pendleton Road-Chavez [Director Memorandum No. 18-132 - Page 131 of 169]

RECOMMENDED ACTION: That the Board denies the claim for damages based on the information that was provided.

H. Discussion Regarding the Draft 2018 Imported Water Rate Analysis for the San Gorgonio Pass Water Agency [Director Memorandum No. 18-133 - Page 149 of 169]

RECOMMENDED ACTION: Pending

VII. BOARD REPORTS & DIRECTOR COMMENTS

VIII. ANNOUNCEMENTS

- A. September 25, 2018 at 4:00 p.m. Board Workshop
- B. October 2, 2018 at 6:00 p.m. Regular Board Meeting
- C. October 9, 2018 at 4:00 p.m. Board Workshop
- D. October 16, 2018 at 6:00 p.m. Regular Board Meeting
- E. October 30, 2018 at 4:00 p.m. Board Workshop
- F. November 6, 2018 at 6:00 p.m. Regular Board Meeting
- G. November 13, 2018 at 4:00 p.m. Board Workshop
- H. November 20, 2018 at 6:00 p.m. Regular Board Meeting
- I. November 27, 2018 at 4:00 p.m. Board Workshop
- J. December 4, 2018 at 6:00 p.m. Regular Board Meeting
- K. December 11, 2018 at 4:00 p.m. Board Workshop
- L. December 18, 2018 at 6:00 p.m. Regular Board Meeting
- M. December 25, 2018 at 4:00 p.m. Board Workshop Canceled
- N. January 1, 2019 at 6:00 p.m. Regular Board Meeting Canceled
- O. January 8, 2019 at 4:00 p.m. Board Workshop
- P. January 15, 2019 at 6:00 p.m. Regular Board Meeting
- Q. 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 - September 18, 2018 - Page 4 of 169

MINUTES OF A REGULAR BOARD MEETING

September 4, 2018 at 6:00 P.M.

Directors Present: Staff Present: Jay Bogh, President Joseph Zoba, General Manager Bruce Granlund, Vice President Allison Edmisten, Chief Financial Officer Lonni Granlund, Director Mike Kostelecky, Operations Manager Chris Mann, Director Jennifer Ares, Water Resource Manager Tom Shalhoub, Director Kathryn Hallberg, Implementation Manager Matthew Porras, Implementation Manager Frank Sclafani, Administrative Clerk Intern Directors Absent:

Consulting Staff Present: David Wysocki, Legal Counsel

Registered Guests and Others Present: Linda Shelton, Customer Bassam Alzammar. Customer David Duron, Customer Rebecca Todd Leonard Stephenson, San Gorgonio Pass Water Agency Mike Turner, Argent Management

CALL TO ORDER	The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Director Jay Bogh at 6:00 p.m. at the Administrative Office Building, 12770 Second Street, Yucaipa, California.
FLAG SALUTE	Director Jay Bogh led the pledge of allegiance.
ROLL CALL	The roll was called with Director Jay Bogh, Director Bruce Granlund, Director Chris Mann, Director Lonni Granlund and Director Tom Shalhoub present.
PUBLIC COMMENTS	Customer David Duron stated that he was writing an article for the Yucaipa News-Mirror and would like to meet with board members running for reelection.

	Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes
STAFF REPORT	None.
DISCUSSION ITEMS:	Water Descurse Manager, Jennifer Area discussed the nurshape
<u>DM 18-118</u> <u>CONSIDERATION OF</u> PURCHASING WATER	Water Resource Manager Jennifer Ares discussed the purchase of a water and wastewater data and compliance management software.
AND WASTEWATER DATA AND COMPLIANCE MANAGEMENT SOFTWARE	Director Bruce Granlund moved to authorize the General Manager to execute the Customer Service Agreement with WaterTrax USA. Director Tom Shalhoub seconded the motion. The motion was approved by the following vote: Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes
DM 18-119 CONSIDERATION OF RESOLUTION NO. 2018-28 REVISING POLICIES AND PRACTICES RELATED TO ACCESSORY DWELLING UNITS AND MULTIPLE UNIT DEVELOPMENTS	General Manager Joseph Zoba discussed Resolution No. 2018- 28 revising policies and practices related to Accessory Dwelling Units and Multiple Unit Developments. Director Lonni Granlund moved to adopt Resolution No. 2018- 28. Director Bruce Granlund seconded the motion. The motion was approved by the following vote: Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes
Yucaipa Valley Water District	Page 2 o

Director Tom Shalhoub moved to approve the consent calendar

1. Regular Board Meeting - August 21, 2018

and Director Bruce Granlund seconded the motion.

2. Board Workshop - August 28, 2018

The motion was approved by the following vote:

Minutes of Meetings

CONSENT CALENDAR

Α.

DM 18-120

DISCUSSION REGARDING THE QUANTITY OF IMPORTED WATER TO ORDER FOR 2019 FROM THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT General Manager Joseph Zoba discussed the quantity of imported water to order for 2019 from the San Bernardino Valley Municipal Water District.

Director Tom Shalhoub moved that the Board authorize the General Manager to purchase 7,500 acre-feet of imported water for Calendar Year 2019 for \$943,500. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote: Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes

<u>DM 18-121</u>

DISCUSSION REGARDING THE QUANTITY OF IMPORTED WATER TO ORDER FOR 2019 FROM THE SAN GORGONIO PASS WATER AGENCY General Manager Joseph Zoba discussed the quantity of imported water to order for 2019 from the San Gorgonio Pass Water Agency.

Director Lonni Granlund moved that the Board authorize the General Manager to purchase 1,150 acre-feet of imported water for Calendar Year 2019 for \$355,350. Director Bruce Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 18-122

DISCUSSION REGARDING THE INITIATION OF THE MONITORING OPERATIONS AND REPORTING ENHANCEMENT (MORE) PROJECT

General Manager Joseph Zoba discussed the initiation of the Monitoring Operations and Reporting Enhancement (MORE) Project.

Director Tom Shalhoub moved that the Board authorize the General Manager to execute a contract with Separation Processes for the Monitoring Operations and Reporting Enhancement (MORE) Project for a sum not to exceed \$330,436. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote: Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes

DM 18-123

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 Chief Financial Officer Allison Edmisten discussed the proposed 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 Chris Mann moved that the Board approve Amendment No. 2 to the Memorandum of Agreement with the Management – Exempt Employee Bargaining Group. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes <u>DM 18-124</u>

CONSIDERATION OF A DEVELOPMENT AGREEMENT NO. 2018-09 TO PROVIDE DRINKING WATER. SEWER AND RECYCLED WATER SERVICE - HAL SEARS REVOCABLE TRUST Implementation Manager Matthew Porras discussed Development Agreement No. 2018-09 to provide drinking water, sewer and recycled water service for a car wash by Hal Sears Revocable Trust.

Director Bruce Granlund moved that the Board authorize the Board President to execute Development Agreement No. 2018-09. Director Lonni Granlund seconded the motion.

The motion was approved by the following vote: Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes

DM 18-125

HORTON

OVERVIEW OF A PROPOSED DEVELOPMENT

AGREEMENT FOR

<u>AND 32702-2 - DR</u>

TRACT NO. 32702-1

General Manager Joseph Zoba presented Development Agreement No. 2018-11 for Tract Nos. 32702-1 and 32702-2 -DR Horton.

Director Chris Mann moved that the Board authorize the Board President to execute Development Agreement No. 2018-11. Director Tom Shalhoub seconded the motion.

The motion was approved by the following vote: Director Jay Bogh - Yes Director Bruce Granlund - Yes Director Lonni Granlund - Yes Director Chris Mann - Yes Director Tom Shalhoub - Yes

BOARD REPORTS AND DIRECTOR COMMENTS

- Director Chris Mann, Director Bruce Granlund, and Director Lonni Granlund reported on the Yucaipa Groundwater Sustainability Agency meeting held on August 29, 2018.
- Director Bruce Granlund reported on the San Gorgonio Pass Water Agency Budget and Finance meeting held on August 27, 2018.
- Director Bruce Granlund commented on requirements of Assembly Bill No. 1234 related to the need for board members to provide verbal reports for meetings they attend as elected officials.

ANNOUNCEMENTS

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

CLOSED SESSION None.

ADJOURNMENT The meeting was adjourned at 6:25 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A BOARD WORKSHOP

September 11, 2018 at 4:00 P.M.

Directors Present: Jay Bogh, President Bruce Granlund, Vice President Chris Mann, Director Tom Shalhoub, Director	Staff Present: Jennifer Ares, Water Resource Manager Allison Edmisten, Chief Financial Officer Ron Elisalda, Senior Utility Service Worker Chelsie Fogus, Engineering Technician I Kathryn Hallberg, Implementation Manager Dustin Hochreiter, Senior Engineering Technician Mike Kostelecky, Operations Manager Kevin Lee, Interim Operations Manager Matthew Porras, Implementation Manager Michael Rivera, Public Works Supervisor Frank Sclafani, Administrative Clerk I/Intern John Wrobel, Public Works Manager Joseph Zoba, General Manager
Directors Absent: Lonni Granlund, Director	Consulting Staff Present: David Wysocki, Legal Counsel
Guests and Others Present: Madeline Blua David Duron, Customer Joyce McIntyre, Customer George Sardeson, Customer Linda Shelton, Customer	

I. Call to Order - 4:00 p.m.

Leonard Stephenson, San Gorgonio Pass Water Agency

- II. Public Comments
 - David Duron asked for clarification regarding the quantity of imported water ordered for 2019 from the San Gorgonio Pass Water Agency. General Manger Joseph Zoba stated that the Board of Directors ordered 1,150 acre feet of imported water from the San Gorgonio Pass Water Agency [Director Memorandum No. 18-121].
- III. Staff Report General Manager Joseph Zoba provided information about the following topics:
 - Senate Bill 100 (De Leon) sets forth a policy of the state that eligible renewable energy resources and zero-carbon resources supply 100% of retail sales of electricity to California end-use customers and 100% of electricity procured to serve all state agencies by December 31, 2045. The bill also requires that the achievement of this policy for California not increase carbon emissions elsewhere in the western grid and that the achievement not allow resource shuffling.

- On Thursday, September 13, 2018, the San Gorgonio Pass Water Agency will be conducting an imported water rate workshop to discuss a new water rate model for proposed adjustments to the imported water rate.
- IV. Operational Updates
 - A. Status Report on the Sewer Bridge Erosion Repair Project [Workshop Memorandum No. 18-220] Implementation Manager Matthew Porras provided an overview of the construction activity at the sewer bridge to prepare for winter storm events.
- V. Development Related Items
 - A. Overview of Proposed Development Agreement No. 2018-12 for Tract 15195 -Wayne Simmons [Workshop Memorandum No. 18-221] - General Manager Joseph Zoba provided an overview of Development Agreement No. 2018-12 for the development of sixteen lots.
 - B. Overview of a Proposed Development Agreement No. 2018-14 for Tentative Map No. 18174 – Inland Development Company [Workshop Memorandum No. 18-222]
 - General Manager Joseph Zoba provided an overview of Development Agreement No. 2018-14 for the development of seventy detached condominiums on 17th Street between Avenue E and Avenue D.
- VI. Administrative Items
 - A. Review of the Unaudited Financial Report for the Period Ending on August 31, 2018 [Workshop Memorandum No. 18-223] - Chief Financial Officer Allison Edmisten provided an overview of the Unaudited Financial Report for the period ending on August 31, 2018.
 - B. Overview of New Asset Management System for Yucaipa Valley Water District [Workshop Memorandum No. 18-224] - Implementation Manager Matthew Porras and Senior Engineering Technician Dustin Hochreiter provided an overview of the Elements XS Asset Management System from Novotx.
 - C. Overview of a Request for Proposals for 2019 Public Relations and Outreach Services [Workshop Memorandum No. 18-225] General Manager Joseph Zoba provided an overview of the draft Request for Proposals for public relations and outreach services.
- VII. Director Comments None
- VIII. Announcements Future meeting dates were identified on the meeting agenda.
- IX. Closed Session A closed session was not conducted at this meeting.
- X. Adjournment The meeting was adjourned at 4:25 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

Board Awarded Contracts Consent Calendar Board Meeting -September 18, 2018

										Encumber	ed Funds - Re	emaining Co	ntract Amou	nt
District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds
Law Office of David L. Wysocki - FY 2019 Legal Services (Operating)		*-5-06-54107			\$2,888	\$3,900	\$6,788							
Alfa Laval, Inc. (S-Reserves) Rehab and Refurbish Belt Press #1 and #2 at WRWRF Taxes, Adders 1 & 2	18-032	03-13002	 \$349,561 \$65,956	\$415,517	\$0	\$415,517	\$415,517	\$0	0%			\$0		
Brentwood Industries/Polychem System (S-Reserves) Replacement of Primary Clarifier Equipment at WRWRF	18-034	03-13002		\$160,000	\$0	\$0	\$0	\$160,000	100%			\$160,000		
DDB Engineering (R-Reserves) Application to DDW for the Recharge at Wilson Creek Basins	15-086	04-19771		\$35,900	\$24,655	\$0	\$24,655	\$11,245	31%				\$11,245	
Delta Partners \$90,000 per year-LegislativeConsult (exp 12/18) WIS Oper	13-079	*-5-06-54109		\$90,000	\$52,500	\$7,500	\$60,000	\$30,000	33%	\$30,000				
Dudek (S-Operating) 2017-Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt Zones	03-5-06-54109	\$93,900		\$93,900	\$93,317	\$0	\$93,317	\$583	1%	\$583				
Dudek (S-Operating) 2017-HMP in San Timoteo Creek	17-049 03-5-06-54109	\$59,620		\$59,620	\$49,783	\$0	\$49,783	\$9,837	16%	\$9,837				
Dudek (S-Operating) 2018-Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt Zones	18-054 03-5-06-54109	\$93,580		\$93,580	\$28,624	\$2,727	\$31,351	\$62,229	66%	\$62,229				
Dudek (S-Operating) 2018-HMP in San Timoteo Creek	18-055 03-5-06-54109	\$56,340		\$56,340	\$15,944	\$4,776	\$20,719	\$35,621	63%	\$35,621				
Dudek (W/S Operating) Insepction of Proposed Sites for Remote Telemetry	17-059 0*-5-06-54109	\$10,775		\$10,775	\$5,428	\$0	\$5,428	\$5,348	50%	\$5,348				
Dudek (W/S/R Operating) Developing a Comprehensive Database Management System (DMS) Amendment #1	17-084 0*-5-06-54109	\$89,750 \$6,600		\$96,350	\$56,836	\$4,275	\$61,111	\$35,239	37%	\$35,239				
Geoscience (R-Operating) Preparation of a groundwater model for the Gateway Basin CO #1 - preparation of groundwater model	14-070 15-010	04-5-06-54109	\$35,320 \$16,390	\$51,710	\$49,284	\$0	\$49,284	\$2,426	5%	\$2,426				
Geoscience (W-Operating) Calculation of Water Budgets for Validation of Annual Change in Storage Exp of the Yucaipa Watershed & Yucaipa Groundwater Basin Model	16-058 16-110	02-5-06-54109	\$130,236 \$41,770	\$172,006	\$147,864	\$0	\$147,864	\$24,142	14%	\$24,142				
HDR (W-Operating) Perform Tracer Study on R13.1 Clearwell at YVRWFF	17-068	02-5-06-54109		\$37,726	\$30,615	\$0	\$30,615	\$7,111	19%	\$7,111				
Krieger & Stewart Initiate Design of R-12.4 (W-Reserves) TO#4 Revised TO#4, Amendment #2 TO#5- Construction Mgmt Services TO#5, Amendment #1 - Construction Mmgt Services	04-164 05-075 14-014 14-092 16-069	65-295	\$74,900 \$600 \$45,000 \$482,500 \$102,600	\$585,100	\$552,636	\$0	\$552,636	\$32,464	6%		\$32,464			
TO#5, Design R-13.4 and H-2 Reservoirs for JP Ranch 60% R-13.4 and 40% H-2 (Developer Funds)	05-083 05-083	65-180 65-179	\$47,400 \$31,600	\$79,000	\$50,471	\$0	\$50,471	\$28,529	36%					\$28,529
One Stop Landscape Supply FY 2019 Sludge Hauling\Reuse (Oper)		03-5-02-57031			\$19,745	\$22,996	\$42,740							
Pacific Coast Landscape & Design, Inc. Hardscape Landscape around R13.1 at YVRWFF	18-079	02-5-01-57040	\$39,132	\$39,132	\$39,132	\$0	\$39,132	\$0	0%					
Platinum Advisors (W\S Operating) 2018 Lobbyist N-T-E per month 2018 Quarterly Filing & Misc. Expenses	13-080	*-5-06-54109 02-5-06-54109			\$40,000 \$250	\$5,000 \$125	\$45,000 \$375							
RMC Water & Environment/Woodard & Curran														

Board Awarded Contracts Consent Calendar Board Meeting -September 18, 2018

										Encumbered Funds - Remaining Contract Amount		nt		
District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount	Percent Remaining	General Operating Expenses	Water Division Funds	Sewer Division Funds	Recycled Division Funds	Other Funds
TO#26, SRF Mgmt Svcs-Calimesa Regional Recycled Pipeline (R-FCC)	14-023	04-5-06-54109		\$95,692	\$69,361	\$0	\$69,361	\$26,331	28%				\$26,331	
Application to DDW for the Recharge at Wilson Creek Basins (R-Resvs) Amendment #3	15-086 18-085	04-19771		\$237,668	\$213,199	\$0	\$213,199	\$24,469	10%				\$24,469	
San Bernardino Valley Water District (W-Operating) iEfficient Wwater Conservation Campaign	16-092 17-112	02-5-06-54099	\$16,195 \$22,400	\$38,595	\$38,508	\$0	\$38,508	\$87	0%	\$87				
Scinor Water America/Pascal Ludwig (S- Reserves) Install UF Modules and Mesh Strainer AT WRWRF	17-088	03-10311		\$215,000	\$186,074	\$0	\$186,074	\$28,926	13%			\$28,926		
Separation Processes, Inc. (W-Reserves) Design & Construction Supports Servs for NF SCRAM	15-047	55-19200 02-14500		\$191,820	\$170,980	\$0	\$170,980	\$20,840	11%		\$20,840			
Application to DDW for the Recharge at Wilson Creek Basins (R-Resrvs)	15-086	04-19771		\$42,860	\$24,321	\$0	\$24,321	\$18,539	43%				\$18,539	
Feasibility Report for Wochholz SAGE Project	17-043	03-5-06-54109		\$67,575	\$66,201	\$0	\$66,201	\$1,374	2%			\$1,374		
Superior Tank Solutions (W-Operating) Emergency repairs to Reservoir R-17.1.1 CO#1 Factory Powder Coated Floor Replacement	17-108 18-033	02-5-01-51003	\$92,000 \$47,340	\$139,340	\$139,340	\$0	\$139,340	\$1	0%	\$1				
Vavrinek, Trine, Day & Company (VTD) (Operating) FY 2018 Auditing Services \$23,900 + \$3,500 for Single Audit FY 2019 Auditing Services \$23,900 + \$3,500 for Single Audit	15-106 15-106	*-5-06-54108 *-5-06-54108		\$23,900	\$0	\$0	\$0	\$23,900	100%	\$23,900				
Villalobos and Associates (W-Operating) Permitting of Recharge Oper at the Wilson Creek Spreading Basins	16-064	02-5-06-54109		\$72,200	\$39,064	\$0	\$39,064	\$33,136	46%	\$33,136				
Weka, Inc. (S-Reserves) Construction of Yucaipa Blvd. Sewer-Hampton Rd to 18th St	18-035	03-14500		\$526,193	\$0	\$0	\$0	\$526,193	100%		\$526,193			
W.M. Lyles Co. (W-Operating) Containment and Process Piping Repairs at YVRWFF	18-049	02-5-01-57040		\$43,600	\$43,600	\$0	\$43,600	\$0	0%	\$0				
GRAND TOTALS				\$3,129,106	\$2,167,955	\$466,815	\$2,634,770	\$1,148,567		\$269,658 ↓ \$ <u>269,658</u>	\$579,497	\$190,300 ↓ \$ <u>850,380</u>	\$80,584	\$28,529 ↓ \$ <u>28,529</u>

Check Date	Check Number	Name	Ch	eck Amount
08/01/2018	32413	ADS, LLC	\$	4,275.00
08/01/2018	32414	Ralph C. Casas	\$	107.45
08/01/2018	32415	Ameripride Uniform Services	\$	787.60
08/01/2018	32416	John F. Simister	\$	112.70
08/01/2018	32417	BSK Associates	\$	1,495.00
08/01/2018	32418	Burgeson's Heating & Air Cond.	\$	159.00
08/01/2018	32419	C & B Crushing, Inc.	\$	480.00
08/01/2018	32420	Constant Fire Protection, Inc.	\$	775.00
08/01/2018	32421	Fedex	\$	90.47
08/01/2018	32422	Geyser Equipment, LLC	\$	210.26
08/01/2018	32423	Incode Division-Tyler Technolo	\$	1,900.98
08/01/2018	32424	Innerline Engineering	\$	1,750.00
08/01/2018	32425	Lawyers Title	\$	750.00
08/01/2018	32426	MBC Applied Environmental Scie	\$	1,350.00
08/01/2018	32427	Nagem, Inc.	\$	7,355.31
08/01/2018	32428	Office Solutions Business Prod	\$	123.47
08/01/2018	32429	SCCI, Inc.	\$	350.00
08/01/2018	32430	San Bernardino Valley Water Co	\$	1,237.00
08/01/2018	32431	Southern CA Emergency Medicine	\$	1,755.00
08/01/2018	32432	Spectrum Business	\$	1,834.00
08/01/2018	32433	The Gas Company	\$	24.36
08/01/2018	32434	U.S. Telepacific Corp	\$	2,664.05
08/01/2018	32435	Utility Services Associates LL	\$	13,031.00
08/01/2018	32436	Vortex Industries. Inc.	\$	750.00
08/01/2018	32437	Yucaipa Disposal, Inc.	\$	1,548.21
08/01/2018	32438	Airgas, Inc.	\$	541.92
08/01/2018	32439	Aqua-Metric Sales Company	\$	27,728.12
08/01/2018	32440	BofA Credit Card	\$	28.84
08/01/2018	32441	Bear Communications, Inc.	\$	2,769.18
08/01/2018	32442	Brenntag Pacific, Inc	\$	17,239.21
08/01/2018	32443	Fresno Öxygen	\$ \$	1,072.34
08/01/2018	32444	Haaker Equipment Company	\$	1,098.66
08/01/2018	32445	Hasa, Inc.	\$	3,838.43
08/01/2018	32446	Hemet Valley Tool Inc.	\$	505.35
08/01/2018	32447	Inland Water Works Supply Co.	\$	916.45
08/01/2018	32448	King Lee Chemical, Co.	\$	19,530.55
08/01/2018	32449	Harold J. Cossette	\$	17,360.68
08/01/2018	32450	Nuckles Oil Company, Inc.	\$	4,230.75
08/01/2018	32451	Pro-Pipe & Supply, Inc.	\$	1,603.17
08/01/2018	32452	Western Oilfields Supply Compa	\$	2,567.46
08/01/2018	32453	Sinclair Rock and Sand Inc.	\$ \$	8,250.00
08/01/2018	32454	Sterling Water Technologies LL		9,000.64
08/01/2018	32455	Uline, Inc.	\$ \$	138.92
08/01/2018	32456	US Bank		13,291.85
08/01/2018	32457	GRAHAM, ROBERT	\$	80.22

Check Date	Check Number	Name	Ch	eck Amount
08/01/2018	32458	PROSPECTS ASSETS INC	\$	62.16
08/01/2018	32459	HARVEY TRUST	\$	50.18
08/01/2018	32460	YOUNG, AMY & MICHAEL	\$	66.62
08/01/2018	32461	Atkinson, Andelson, Loya, Ruud	\$	3,280.02
08/03/2018	32462	Krieger & Stewart	\$	9,540.02
08/03/2018	32463	PAYROLL CHECK	\$	2,324.91
08/03/2018	32464	PAYROLL CHECK	\$	310.43
08/03/2018	32465	WageWorks, Inc.	\$	1,381.51
08/03/2018	32466	IBEW Local 1436	\$	667.00
08/03/2018	32467	California State Disbursement	\$	115.38
08/03/2018	32468	California State Disbursement	\$	397.38
08/03/2018	32469	Department of the Treasury - I	\$	50.00
08/06/2018	32470	Gilbert A. Santacruz	\$	295.00
08/06/2018	32471	Advance Refrigeration & Ice Sy	↓ \$	187.00
08/06/2018	32472	Ameripride Uniform Services	↓ \$	890.83
08/06/2018	32472	Best Home Center		12.37
08/06/2018		Cal's Towing	\$ \$	12.37
	32474	0		
08/06/2018	32475	California Boiler, Inc.	\$	18,327.71
08/06/2018	32476	Coverall North America, Inc.	\$	1,331.00
08/06/2018	32477	CraneVeyor Corp.	\$	624.00
08/06/2018	32478	Crider Public Relations, Inc.	\$	1,020.00
08/06/2018	32479	Crown Ace Hardware - Yucaipa	\$	2,929.86
08/06/2018	32480	VOID CHECK	\$	-
08/06/2018	32481	First American Data Tree, LLC	\$	50.00
08/06/2018	32482	Geoscience Support Services, I	\$	12,107.25
08/06/2018	32483	Innerline Engineering	\$	1,750.00
08/06/2018	32484	JB Paving & Engineering, Inc.	\$	9,195.00
08/06/2018	32485	Raiset R. Santana and Adriana	\$	45.50
08/06/2018	32486	Lowe's Companies, Inc.	\$	574.16
08/06/2018	32487	NetComp Technologies, Inc.	\$	3,850.00
08/06/2018	32488	Pacific Coast Landscape & Desi	\$	675.00
08/06/2018	32489	Q Versa, LLC	\$	45,700.59
08/06/2018	32490	San Gorgonio Pass Water Agency	\$	27,482.46
08/06/2018	32491	The Counseling Team Internatio	\$	240.00
08/06/2018	32492	The Gas Company	\$	29.17
08/06/2018	32493	Underground Service Alert Of S	\$	354.85
08/06/2018	32494	City of Yucaipa	\$	60,660.00
08/06/2018	32495	Brenntag Pacific, Inc	\$	12,424.09
08/06/2018	32496	Evans-Hydro Inc.	\$	12,283.82
08/06/2018	32497	Hach Company	\$	300.97
08/06/2018	32498	Horizon Air Measurements, Inc.	\$	6,085.00
08/06/2018	32499	House Of Quality, Parts Plus	\$	3,480.63
08/06/2018	32500	VOID CHECK		-
08/06/2018	32501	Nicholas C. Hendrickson	\$ \$	1,178.57
08/06/2018	32502	Nuckles Oil Company, Inc.	\$	4,378.59

Check Date	Check Number	Name	C	heck Amount
08/06/2018	32503	Hadronex, Inc.	\$	4,775.64
08/06/2018	32504	Tri County Pump Company	\$	14,280.00
08/06/2018	32505	AWWA CA-NV (Rancho Cucamonga)	\$	890.00
08/06/2018	32506	Standard Insurance Company	\$	1,764.72
08/06/2018	32507	Tri-State Seminar	\$	495.00
08/06/2018	32508	Berkshire Hathaway Homestate C	\$	11,243.93
08/06/2018	32509	Standard Insurance Vision Plan	\$	639.32
08/06/2018	32510	Blue Shield of California	\$	1,911.40
08/06/2018	32511	Nippon Life Insurance Co. of A	\$	2,356.96
08/13/2018	32512	Ward & Ward	\$	490.00
08/13/2018	32513	NEWBRY, BRIAN & MARI	\$	35.61
08/13/2018	32514	WILLS, KELLI & SCOTT	\$	70.02
08/13/2018	32515	Ameripride Uniform Services	\$	735.89
08/13/2018	32516	John F. Simister	\$	559.15
08/13/2018	32517	Balco Holdings Inc.	\$	640.00
08/13/2018	32518	State of California - Departme	\$	49.00
08/13/2018	32519	Secretary of State	\$	40.00
08/13/2018	32520	Central Communications	\$	506.97
08/13/2018	32521	Victor James Valenti	\$	4,534.78
08/13/2018	32522	Corelogic, Inc.	\$	330.00
08/13/2018	32523	Evoqua Water Technologies LLC	\$	2,487.93
08/13/2018	32524	Fedex	\$	108.59
08/13/2018	32525	Frontier Communications	\$	148.55
08/13/2018	32526	G&G Environmental Compliance,I	\$	4,262.56
08/13/2018	32527	InfoSend, Inc.	\$	5,240.16
08/13/2018	32528	Inland Water Works Supply Co.	\$	6.46
08/13/2018	32529	Nicholas C. Hendrickson	\$	329.72
08/13/2018	32530	Raiset R. Santana and Adriana	\$	59.30
08/13/2018	32531	Konica Minolta Business Soluti	\$	807.68
08/13/2018	32532	Nagem, Inc.	\$	1,232.50
08/13/2018	32533	Pacific Coast Landscape & Desi	\$	7,075.00
08/13/2018	32534	Red Alert Special Couriers	\$	955.89
08/13/2018	32535	Redlands-Yucaipa Rentals Inc.	\$	110.00
08/13/2018	32536	City of Redlands	\$	1,000.00
08/13/2018	32537	Santa Ana Watershed Project Au	\$	3,077.00
08/13/2018	32538	Spectrum Business	\$	4,488.00
08/13/2018	32539	Wells Fargo Bank-Corporate Tru	\$	1,718,806.25
08/13/2018	32540	Yucaipa Disposal, Inc.	\$	3,076.14
08/13/2018	32541	Yucaipa Valley Water District	\$	20,561.54
08/13/2018	32542	B.R. Frost Company Inc.	\$	8,151.25
08/13/2018	32543	Brenntag Pacific, Inc	\$	12,174.90
08/13/2018	32544	Haaker Equipment Company	φ \$	1,955.98
08/13/2018	32545	Hach Company		2,646.41
08/13/2018	32546	Hasa, Inc.	\$ \$	7,048.67
08/13/2018	32540	Hub Construction Specialties I	Ψ \$	239.77
00/10/2010	02071	The construction opecialities i	Ψ	200.11

Check Date	Check Number	Name	Ch	eck Amount
08/13/2018	32548	Inland Water Works Supply Co.	\$	11,426.89
08/13/2018	32549	Nuckles Oil Company, Inc.	\$	3,908.19
08/13/2018	32550	Office Solutions Business Prod	\$	638.03
08/13/2018	32551	Polydyne Inc.	\$	2,949.12
08/13/2018	32552	Power Plus International	\$	241.28
08/13/2018	32553	Pro-Pipe & Supply, Inc.	\$	602.48
08/13/2018	32554	Tom Malloy Corp.	\$	258.61
08/13/2018	32555	Uline, Inc.	\$	347.67
08/13/2018	32556	Calmat Company	\$	7,653.05
08/13/2018	32557	YRC, Inc.	\$	486.62
08/13/2018	32558	ZEP Manufacturing Company	\$	417.97
08/13/2018	32559	Ryan Janisch	\$	15.00
08/13/2018	32560	Jesse McCartney	\$	15.00
08/13/2018	32561	Matthew Flordelis	\$	15.00
08/13/2018	32562	Jacob Duncan	\$	15.00
08/13/2018	32563	Steven Eldridge	\$	165.00
08/13/2018	32564	Courtland R. Gear	\$	15.00
08/13/2018	32565	Dan Hohman	\$	15.00
08/13/2018	32566	Joseph H. Beltran	\$	15.00
08/13/2018	32567	B & L HOMES LLC	\$	24.19
08/13/2018	32568	SMITH, MARK	\$	75.50
08/13/2018	32569	CALBEST DEV. GROUP,	\$	34.72
08/13/2018	32570	BURKE, JOHN	\$	42.43
08/13/2018	32571	LINES, ROBERT	\$	42.43
08/13/2018	32572	JARVIS, MARGARET E.	\$	42.43
08/13/2018	32573	AT&T Mobility	\$	2,133.82
08/17/2018	32574	YVWD-Petty Cash	\$	232.99
08/17/2018	32575	Western Dental Services, Inc.	\$	203.54
08/17/2018	32576	South Point Hotel&Casino	\$	214.70
08/17/2018	32577	South Point Hotel&Casino	\$	214.70
08/17/2018	32578	South Point Hotel&Casino	\$	214.70
08/17/2018	32579	South Point Hotel&Casino	\$	214.70
08/17/2018	32580	PAYROLL CHECK	\$	2,223.81
08/17/2018	32581	WageWorks, Inc.	\$	1,381.51
08/17/2018	32582	California State Disbursement	\$	115.38
08/17/2018	32583	California State Disbursement	\$	397.38
08/17/2018	32584	Department of the Treasury - I	\$	50.00
08/20/2018	32585	Delta Partners, LLC	\$	7,500.00
08/20/2018	32586	HDR Engineering, Inc.	\$	14,929.60
08/20/2018	32587	One Stop Landscape Supply Inc	\$	19,744.50
08/20/2018	32588	Platinum Advisors, LLC	\$	5,000.00
08/20/2018	32589	RMC Water and Environment	\$	2,011.00
08/20/2018	32590	Woodard & Curran Inc.	\$	15,431.18
08/20/2018	32591	David L. Wysocki	\$	2,887.50
08/20/2018	32592	Caleb Nazario	\$	15.00

Check Date	Check Number	Name	Ch	eck Amount
08/20/2018	32593	Kelly Hamilton	\$	15.00
08/20/2018	32594	Christopher Reeves	\$	15.00
08/20/2018	32595	Luke's Transmission Inc.	\$	185.61
08/20/2018	32596	Ralph C. Casas	\$	62.45
08/20/2018	32597	Ameripride Uniform Services	\$	724.10
08/20/2018	32598	Aqua-Metric Sales Company	\$	8,485.32
08/20/2018	32599	Balco Holdings Inc.	\$	170.00
08/20/2018	32600	California Department of Fish	\$	7,960.50
08/20/2018	32601	Calimesa Chamber Of Commerce	\$	105.00
08/20/2018	32602	Cliff's Pest Control, Inc.	\$	115.00
08/20/2018	32603	Frontier Communications	\$	149.79
08/20/2018	32604	Innerline Engineering	\$	1,750.00
08/20/2018	32605	Jasmin Tamplen	\$	1,260.45
08/20/2018	32606	Lawyers Title	↓ \$	600.00
08/20/2018	32607	Nagem, Inc.	↓ \$	667.91
08/20/2018	32608	NetComp Technologies,Inc.	↓ \$	2,650.00
08/20/2018	32609	John Deere Financial f.s.b.	\$ \$	2,030.00
08/20/2018	32610	Pro-Pipe & Supply, Inc.	↓ \$	74.46
08/20/2018	32611	SB CNTY-Fire Protection Distri	\$ \$	3,227.00
08/20/2018	32612		\$ \$	82,684.29
08/20/2018	32612	San Bdno. Valley Muni. Water D	Գ \$	6,596.00
08/20/2018	32613	Separation Processes, Inc. Association of San Bernardino		0,596.00 105.00
			\$	
08/20/2018	32615	Vortex Industries. Inc.	\$	478.00
08/20/2018	32616	California Department of Fish	\$	5,145.75
08/20/2018	32617	Airgas, Inc.	\$	382.00
08/20/2018	32618	BofA Credit Card	\$	2,623.45
08/20/2018	32619	Brenntag Pacific, Inc	\$ \$	2,228.92
08/20/2018	32620	Grainger	•	1,918.87
08/20/2018	32621	Haaker Equipment Company	\$	220.04
08/20/2018	32622	Hasa, Inc.	\$	3,904.99
08/20/2018	32623	Hemet Valley Tool Inc.	\$	857.69
08/20/2018	32624	Inland Kubota, Inc.	\$	27,847.64
08/20/2018	32625	Inland Water Works Supply Co.	\$	57,173.36
08/20/2018	32626	Nicholas C. Hendrickson	\$	378.20
08/20/2018	32627	Nuckles Oil Company, Inc.	\$	6,017.25
08/20/2018	32628	Micro Motion, Inc.	\$	3,605.89
08/20/2018	32629	Office Solutions Business Prod	\$	542.08
08/20/2018	32630	Star Fleet Filtration, Inc.	\$	617.04
08/20/2018	32631	Steven Enterprises, Inc	\$	134.08
08/20/2018	32632	Tom Malloy Corp.	\$	177.79
08/20/2018	32633	US Bank	\$	6,034.75
08/20/2018	32634	Kenneth Carnes	\$	853.38
08/20/2018	32635	State Water Resources Control	\$	160.00
08/20/2018	32636	Atkinson, Andelson, Loya, Ruud	\$	3,108.84
08/20/2018	32637	American Family Life Assurance	\$	3,410.03

Check Date	Check Number	Name	C	heck Amount
08/20/2018	32638	Joan Cadiz	\$	603.63
08/20/2018	32639	Joe DeSalliers	\$	646.39
08/20/2018	32640	Rodd Greene	\$	648.15
08/20/2018	32641	Dennis Neff	\$	599.99
08/20/2018	32642	Tri-State Seminar	\$	198.00
08/20/2018	32643	Robert Wall	\$	599.99
08/20/2018	32644	WageWorks, Inc.	\$	207.50
08/27/2018	32645	State Water Resources Control	\$	295.00
08/27/2018	32646	Gilbert A. Santacruz	\$	170.00
08/27/2018	32647	ADS, LLC	\$	4,275.00
08/27/2018	32648	Luke's Transmission Inc.	\$	500.95
08/27/2018	32649	Anthony Joseph Sobral	\$	223.20
08/27/2018	32650	Ameripride Uniform Services	\$	739.44
08/27/2018	32651	Burgeson's Heating & Air Cond.	\$	370.00
08/27/2018	32652	C & B Crushing, Inc.	\$	100.00
08/27/2018	32653	Cal-Mesa Steel Supply, Inc.	\$	14.01
08/27/2018	32654	Clinical Laboratory of San Ber	\$	26,244.00
08/27/2018	32655	Competitive Edge Academy	\$	840.00
08/27/2018	32656	Fedex	\$	28.68
08/27/2018	32657	Incode Division-Tyler Technolo	Ψ \$	300.00
08/27/2018	32658	InfoSend, Inc.	Ψ \$	2,021.50
08/27/2018	32659	Innerline Engineering	Ψ \$	1,750.00
08/27/2018	32660	Krieger & Stewart	Ψ \$	60,848.40
08/27/2018	32661	Nagem, Inc.	φ \$	293.85
08/27/2018	32662	Pacific Coast Landscape & Desi	ֆ \$	425.00
08/27/2018	32663	Pro-Pipe & Supply, Inc.	Ψ \$	163.74
08/27/2018	32664	Western Oilfields Supply Compa	φ \$	6,278.59
08/27/2018	32665	Redlands-Yucaipa Rentals Inc.	э \$	77.00
08/27/2018	32666	Redlands Ford	-	2,248.66
08/27/2018	32667	City of Redlands	\$ ¢	500.00
08/27/2018	32668	SCCI, Inc.	\$ \$	350.00
08/27/2018	32669	SCE Rosemead		255,880.96
08/27/2018	32670	State Water Resources Control	\$ \$	•
08/27/2018				2,923,668.75 600.00
08/27/2018	32671	The Counseling Team Internatio	\$	
	32672	U.S. Telepacific Corp	\$	2,656.37
08/27/2018	32673	Transworld Systems, Inc.	\$	5,200.00
08/27/2018	32674	UPS Store#1504/ Mail Boxes Etc	\$	25.00
08/27/2018	32675	Zerion Software, Inc.	\$	7,500.00
08/27/2018	32676	All American Sewer Tools	\$	1,971.99
08/27/2018	32677	Amiad USA, Inc.	\$	3,354.66
08/27/2018	32678	Aqua-Metric Sales Company	\$	19,104.07
08/27/2018	32679	Backflow Apparatus & Valve Co.	\$	2,761.43
08/27/2018	32680	Calolympic Glove & Safety Co.,	\$	46.24
08/27/2018	32681	JW D'Angelo Co.	\$	352.82
08/27/2018	32682	Fisher Scientific Co.	\$	1,245.45

Check Date	<u>Check Number</u>	Name	<u>c</u>	Check Amount
08/27/2018	32683	Grainger	\$	1,136.78
08/27/2018	32684	Hach Company		829.01
08/27/2018	32685	Hasa, Inc.	\$ \$	7,720.63
08/27/2018	32686	Home Depot U.S.A. Inc	\$	587.60
08/27/2018	32687	Inland Water Works Supply Co.	\$	488.93
08/27/2018	32688	Lawrence Roll Up Doors, Inc.	\$	654.19
08/27/2018	32689	Nuckles Oil Company, Inc.	\$	3,263.70
08/27/2018	32690	Micro Motion, Inc.	\$	5,532.69
08/27/2018	32691	National Business Furniture LL	\$	2,392.05
08/27/2018	32692	NCL Of Wisconsin Inc	\$	497.46
08/27/2018	32693	Office Solutions Business Prod	\$	215.77
08/27/2018	32694	Sunstate Equipment Co., LLC	\$	131.27
08/27/2018	32695	Uline, Inc.		2,875.03
08/27/2018	32696	West Coast Lights & Sirens, In	\$ \$	1,458.05
08/27/2018	32697	Wilbur's	\$	338.34
08/27/2018	32698	Robert Mendez	\$	76.00
08/31/2018	32699	PAYROLL CHECK	\$	2,383.57
08/31/2018	32700	WageWorks, Inc.	\$	1,381.51
08/31/2018	32701	California State Disbursement	\$	115.38
08/31/2018	32702	California State Disbursement	\$	397.38
			\$	5,995,447.95
08/03/2018	electronic pmt	IRS - PAYROLL TAXES	\$	58,111.65
08/03/2018	electronic pmt	CA-EDD	\$	10,598.64
08/03/2018	electronic pmt	VOYA-457	\$	6,120.67
08/03/2018	electronic pmt	CA-PERS Supplemental Income 45	\$	25,068.76
08/03/2018	electronic pmt	Public Employees' Retirement S	\$	29,217.21
08/17/2018	electronic pmt	IRS - PAYROLL TAXES	\$	55,106.95
08/17/2018	electronic pmt	CA-EDD	\$	10,145.38
08/17/2018	electronic pmt	VOYA-457	\$	4,834.67
08/17/2018	electronic pmt	CA-PERS Supplemental Income 45	\$	22,900.21
08/17/2018	electronic pmt	Public Employees' Retirement S	\$	28,978.05
08/20/2018	electronic pmt	CalPERS - HEALTH	\$	87,505.86
08/31/2018	electronic pmt	IRS - PAYROLL TAXES		53,633.79
08/31/2018	electronic pmt	CA-EDD	\$ \$	9,987.63
08/31/2018	electronic pmt	VOYA-457	\$	4,053.03
08/31/2018	electronic pmt	CA-PERS Supplemental Income 45	\$	20,187.47
08/31/2018	electronic pmt	Public Employees' Retirement S	\$ \$ \$	28,801.94
			\$	455,251.91

Staff Report

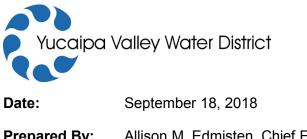


Yucaipa Valley Water District - September 18, 2018 - Page 22 of 169

Discussion Items



Yucaipa Valley Water District - September 18, 2018 - Page 23 of 169





Director Memorandum 18-126

Recommendation: That the Board receive and file the unaudited financial report.

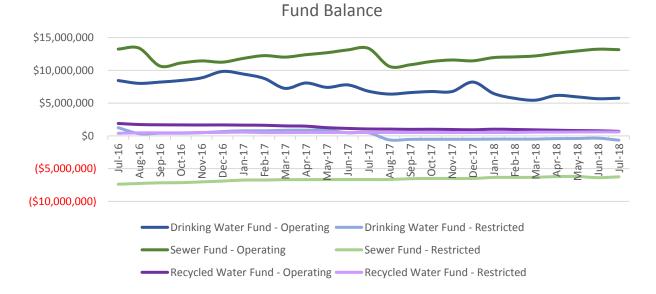
The following unaudited financial report has been prepared by the Administrative Department for your review. The report has been divided into five sections to clearly disseminate information pertaining to the financial status of the District. Please remember that the following financial information has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

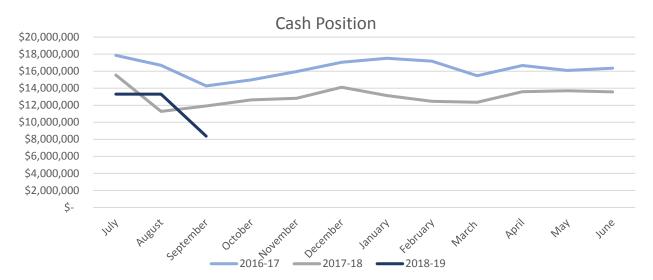
Cash Fund Balance and Cash Flow Reports

[Detailed information can be found on page 7 to 8 of 26]

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

Fund Source	Ор	erating Funds	Re	stricted Funds	Total Funds
Water Division	\$	4,991,079.54	\$	(1,752,461.24)	\$ 3,238,618.30
Sewer Division	\$	10,073,608.26	\$	(6,189,229.51)	\$ 3,884,378.75
Recycled Water Division	\$	617,490.55	\$	628,559.55	\$ 1,246,050.10
Total	\$	15,682,178.35	\$	(7,313,131.20)	\$ 8,369,047.15





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

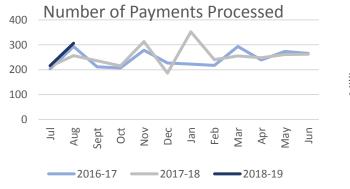
The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

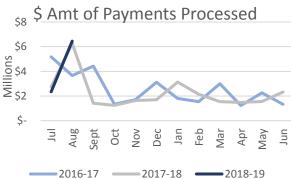
Cash Disbursement Report

[Detailed information can be found on pages 9 to 15 of 26]

The cash disbursement report lists each check and electronic payment processed during the month of August 2018. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director, but may be signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

	Number Processed	An	nount Processed
Checks	290	\$	5,995,447.95
Electronic Payments	16	\$	455,251.91
Total	306	\$	6,450,699.86





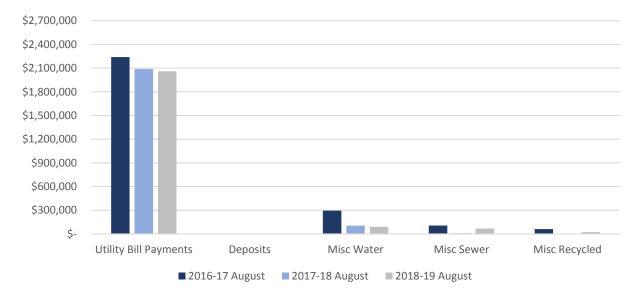
Financial Account Information

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

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

Monthly Revenue Allocation:

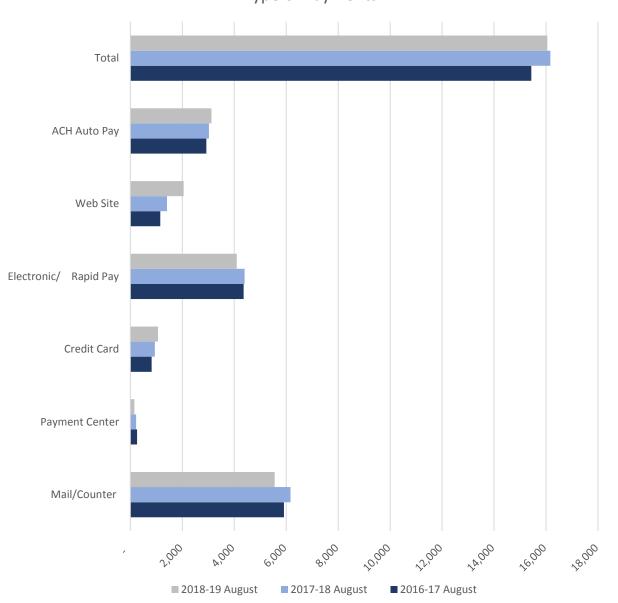
Funding Source	Total
Utility Bill Payments	\$ 2,059,714.30
Deposits	\$ 0
Misc. Water Related Activities	\$ 89,915.32
Misc. Sewer Related Activities	\$ 66,669.41
Misc. Recycled Related Activities	\$ 24,014.18
Total	\$ 2,240,313.21



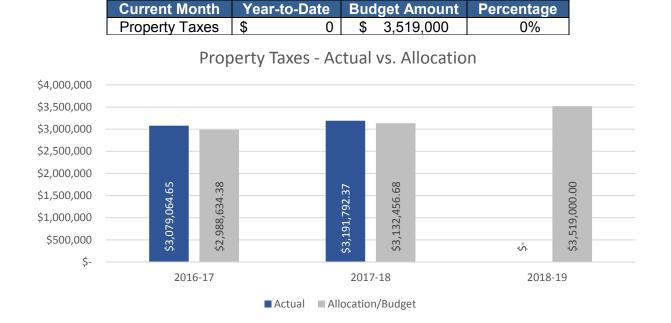
Monthly Revenue Allocation

Summary of Utility Bill Payments:

Payment Method	Number of Payments	% of Total Received
Mail/Counter	5,556	34.61%
Payment Center	155	0.97%
Credit Card	1,065	6.63%
Electronic Rapid Pay	4,097	25.52%
Web Site	2,054	12.80%
ACH Auto Pay	3,126	19.47%
Total	16,053	100.00%



Type of Payments



Summary of Property Tax Revenue:

Investment Summary

[Detailed information can be found on pages 16 to 17 of 26]

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

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

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

Fiscal Year 2018-19 Detail Budget Status

[Detailed information can be found on pages 18 to 26 of 26]

The revenue and expense budget status for the 2018-19 Fiscal Year is provided for your review.

Questions or Comments

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

	As o		Revenue Budge 8 (13% of Budg		cycle)	
Division	Cu	rrent Month	Year-to-Date	Βι	idget Amount	Percentage
Water	\$	1,288,387	\$ 1,538,030	\$	14,150,445	10.87%
Sewer	\$	982,405	\$ 1,294,326	\$	12,337,754	10.49%
Recycled Water	\$	72,954	\$ 94,592	\$	1,293,270	7.31%
District Revenue	\$	2,343,746	\$ 2,926,948	\$	27,781,469	10.54%

	· · · · · · · · · · · · · · · · · · ·	Budget vs. Exp 8 (13% of Budg		
Department	rent Month	Year-to-Date	dget Amount	Percentage
Water Resources	\$ 296,081	\$ 741,882	\$ 5,274,337	14.07%
Public Works	\$ 264,250	\$ 423,812	\$ 3,177,454	13.34%
Administration	\$ 278,164	\$ 587,278	\$ 3,403,916	17.25%
Long Term Debt	\$ 1,718,806	\$ 1,718,806	\$ 2,294,738	74.90%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 2,557,301	\$ 3,471,778	\$ 14,150,445	24.53%

				Budget vs. Ex 3 (13% of Budg			
Department	Cur	rent Month	١	Year-to-Date	Bu	dget Amount	Percentage
Treatment	\$	343,873	\$	626,726	\$	4,256,607	14.72%
Administration	\$	220,369	\$	438,278	\$	2,924,466	14.99%
Environmental Control	\$	108,937	\$	202,630	\$	1,322,963	15.32%
Long Term Debt	\$	-	\$	-	\$	3,833,718	0.00%
Asset Acquisition	\$	-	\$	-	\$	-	0.00%
TOTAL	\$	673,179	\$	1,267,634	\$	12,337,754	10.27%

				Vater Budget vs 8 (13% of Budg			
Department		Cu	rrent Month	Year-to-Date	В	udget Amount	Percentage
Administration		\$	112,938	\$ 182,634	\$	1,293,270	14.12%
тс		\$	112,938	\$ 182,634	\$	1,293,270	14.12%
District Expe	nses	\$	3,343,418	\$ 4,922,046	\$	27,781,469	17.72%

Cash Fund Balance Report - August 2018

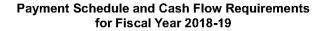
	Water Division	GL#		Balance
	*ID 1 Construction Funds	02-10216	\$	293,145.85
	*ID 2 Construction Funds	02-10217	\$	80,409.31
g	*FCC - Debt Service YVRWFF Phase I	02-10401	\$	(4,965,028.07)
<u>ict</u>	*FCC - Future YVRWFF Phase II & III	02-10403	\$	440,415.75
Restricted	*FCC - Recycled System	02-10410	\$	(833,135.83)
۲ ۳	*FCC - Booster Pumping Plants	02-10411	\$	723,198.67
	*FCC - Pipeline Facilities	02-10412	\$	173,861.90
	*FCC - Water Storage Reservoirs	02-10413	\$	2,334,671.18
	Depreciation Reserves	02-10310	\$	642,604.44
_	Infrastructure Reserves	02-10311	\$	4,089,413.00
Operating	Sustainability Fund	02-10313	\$	159,435.46
rat	Rate Stabilization Fund	02-10314	\$	500,209.14
l å	Imported Water Fund - MUNI	02-10315	\$	686,315.30
0	Imported Water Fund - SGPWA	02-10316	\$	765,893.90
	Operating Funds:		\$	(1,852,791.70)
		otal Water Division	\$	3,238,618.30
	Sewer Division	GL#		Balance
	*SRF Reserve Fund - Brineline	03-10218	\$	637,449.00
	*SRF Reserve Fund - WISE	03-10219	\$	184,928.00
	*SRF Reserve Fund - R 10.3	03-10220	\$	51,531.00
eq	*SRF Reserve Fund - Crow St	03-10221	\$	19,255.00
Restricted	*FCC - Debt Service WWTP Expansion & Upgrade	e 03-10405	\$	2,044,462.74
est	*FCC - Future WWTP Expansion	03-10407	\$	1,555,631.96
ď	*FCC - Sewer Interceptors	03-10415	\$	(728,031.03)
	*FCC - Lift Stations	03-10416	\$	383,623.99
	*FCC - Effluent Disposal Facilities	03-10417	\$	(1,561,612.22)
	*FCC - Salt Mitigation Facilities	03-10418	\$	(8,776,467.95)
_	Project Fund - Encumbered	03-10215	\$	285,000.00
Operating	Depreciation Reserves	03-10310	\$	3,879,876.17
Bra	Infrastructure Reserves	03-10311	\$	5,394,633.30
lå	Rate Stabilization Fund	03-10314	\$	1,464,394.90
Ľ	Operating Funds:	_	\$	(950,296.11)
	Total W	astewater Division	\$	3,884,378.75
	Recycled Water Division	GL#		Balance
ğ	*FCC - Recycled System	04-10410	\$	74,178.39
Restricted	*FCC - Booster Pumping Plants	04-10411	\$	11,534.09
stri	*FCC - Pipeline Facilities	04-10412	\$	272,145.09
ŭ M	*FCC - Water Storage Reservoirs	04-10413	\$	270,701.98
	Project Fund - Encumbered	04-10215	\$	2/0,/01.00
ţi.	Depreciation Reserves	04-10213	Ψ \$	37,498.01
era	Infrastructure Reserves	04-10310	φ \$	279,992.31
Operating	Operating Funds:	04-10011	φ \$	300,000.23
Ľ	· · ·	cled Water Division		1,246,050.10
			Ψ	1,240,030.10

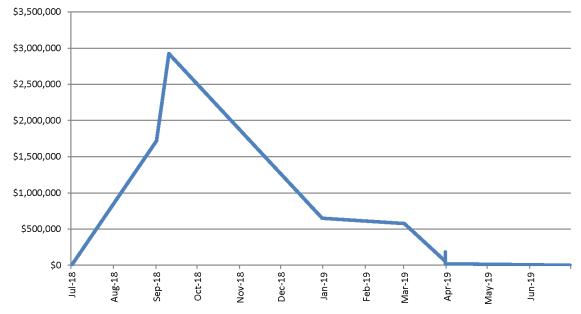
DISTRICT TOTAL \$ 8,369,047.15

*=Restricted Funds

Cash Flow Report for Fiscal Year 2018-19

		Financial Obligations for Fiscal Year 2018-	19	
			Term of	
Due Date	Fund	Description	Obligation	Amount
9/1/2018	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 1,718,806.25
9/10/2018	Sewer	SRF Payment - WRWRF	2009-2028	\$ 2,923,668.75
12/31/2018	Sewer	SRF Payment - Yucaipa Regional Brineline	2013-2032	\$ 649,273.50
3/1/2019	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 575,931.25
3/31/2019	Sewer	SRF Payment - Recycled Reservoir R-10.3	2014-2033	\$ 54,277.31
3/31/2019	Sewer	SRF Payment - Desalinization at WRWRF	2014-2033	\$ 185,251.30
3/31/2019	Sewer	SRF Payment - Crow Street/Recycled Booster B-12.1	2016-2035	\$ 21,247.48
			Total	\$ 6,128,455.84





<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Ch</u>	<u>eck Amount</u>
8/1/2018	32413	ADS, LLC	\$	4,275.00
8/1/2018	32414	Ralph C. Casas	\$	107.45
8/1/2018	32415	Ameripride Uniform Services	\$ \$	787.60
8/1/2018	32416	John F. Simister		112.70
8/1/2018	32417	BSK Associates	\$	1,495.00
8/1/2018	32418	Burgeson's Heating & Air Cond.	\$	159.00
8/1/2018	32419	C & B Crushing, Inc.	\$	480.00
8/1/2018	32420	Constant Fire Protection, Inc.	\$	775.00
8/1/2018	32421	Fedex	\$	90.47
8/1/2018	32422	Geyser Equipment, LLC	\$	210.26
8/1/2018	32423	Incode Division-Tyler Technolo	\$	1,900.98
8/1/2018	32424	Innerline Engineering	\$	1,750.00
8/1/2018	32425	Lawyers Title	\$	750.00
8/1/2018	32426	MBC Applied Environmental Scie	\$	1,350.00
8/1/2018	32427	Nagem, Inc.	\$	7,355.31
8/1/2018	32428	Office Solutions Business Prod	\$	123.47
8/1/2018	32429	SCCI, Inc.	\$	350.00
8/1/2018	32430	San Bernardino Valley Water Co	\$	1,237.00
8/1/2018	32431	Southern CA Emergency Medicine	\$	1,755.00
8/1/2018	32432	Spectrum Business	\$	1,834.00
8/1/2018	32433	The Gas Company	\$	24.36
8/1/2018	32434	U.S. Telepacific Corp	\$	2,664.05
8/1/2018	32435	Utility Services Associates LL	\$	13,031.00
8/1/2018	32436	Vortex Industries. Inc.	\$ \$	750.00
8/1/2018	32437	Yucaipa Disposal, Inc.		1,548.21
8/1/2018	32438	Airgas, Inc.	\$	541.92
8/1/2018	32439	Aqua-Metric Sales Company	\$	27,728.12
8/1/2018	32440	BofA Credit Card	\$	28.84
8/1/2018	32441	Bear Communications, Inc.	\$	2,769.18
8/1/2018	32442	Brenntag Pacific, Inc	\$	17,239.21
8/1/2018	32443	Fresno Oxygen	\$	1,072.34
8/1/2018	32444	Haaker Equipment Company	\$	1,098.66
8/1/2018	32445	Hasa, Inc.	\$	3,838.43
8/1/2018	32446	Hemet Valley Tool Inc.	\$	505.35
8/1/2018	32447	Inland Water Works Supply Co.	\$	916.45
8/1/2018	32448	King Lee Chemical, Co.	\$	19,530.55
8/1/2018	32449	Harold J. Cossette	\$	17,360.68
8/1/2018	32450	Nuckles Oil Company, Inc.	\$	4,230.75
8/1/2018	32451	Pro-Pipe & Supply, Inc.	\$	1,603.17
8/1/2018	32452	Western Oilfields Supply Compa	\$	2,567.46
8/1/2018	32453	Sinclair Rock and Sand Inc.	\$	8,250.00
8/1/2018	32454	Sterling Water Technologies LL	\$	9,000.64
8/1/2018	32455	Uline, Inc.	\$	138.92
8/1/2018	32456	US Bank	\$	13,291.85
8/1/2018	32457	GRAHAM, ROBERT	\$	80.22

8/1/2018 32458 PROSPECTS ASSETS INC \$ 62.16 8/1/2018 32459 HARVEY TRUST \$ 50.18 8/1/2018 32460 YOUNG, AMY & MICHAEL \$ 66.62 8/1/2018 32461 Atkinson, Andelson, Loya, Ruud \$ 3,280.02 8/3/2018 32462 Krieger & Stewart \$ 9,540.02 8/3/2018 32463 PAYROLL CHECK \$ 2,324.91 8/3/2018 32464 PAYROLL CHECK \$ 310.43 8/3/2018 32466 IBEW Local 1436 \$ 667.00 8/3/2018 32467 California State Disbursement \$ 115.38 8/3/2018 32469 Department of the Treasury - I \$ 50.00 8/6/2018 32470 Gilbert A. Santacruz \$ 295.00 8/6/2018 32472 Ameripride Uniform Services \$ 890.83 8/6/2018 32472 Ameripride Uniform Services \$ 890.83 8/6/2018 32474 Cal's Towing
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8/6/2018 32481 First American Data Tree, LLC \$ 50.00
8/6/2018 32482 Geoscience Support Services, I \$ 12,107.25
8/6/2018 32483 Innerline Engineering \$ 1,750.00
8/6/2018 32484 JB Paving & Engineering, Inc. \$ 9,195.00
8/6/2018 32485 Raiset R. Santana and Adriana \$ 45.50
8/6/2018 32486 Lowe's Companies, Inc. \$ 574.16
8/6/2018 32487 NetComp Technologies, Inc. \$ 3,850.00
8/6/2018 32488 Pacific Coast Landscape & Desi \$ 675.00
8/6/2018 32489 Q Versa, LLC \$ 45,700.59
8/6/2018 32490 San Gorgonio Pass Water Agency \$ 27,482.46
8/6/2018 32491 The Counseling Team Internatio \$ 240.00
8/6/2018 32492 The Gas Company \$ 29.17
8/6/2018 32493 Underground Service Alert Of S \$ 354.85
8/6/2018 32494 City of Yucaipa \$ 60,660.00
8/6/2018 32495 Brenntag Pacific, Inc \$ 12,424.09
8/6/2018 32496 Evans-Hydro Inc. \$ 12,283.82
8/6/2018 32497 Hach Company \$ 300.97
8/6/2018 32498 Horizon Air Measurements, Inc. \$ 6,085.00
8/6/2018 32499 House Of Quality, Parts Plus \$ 3,480.63
8/6/2018 32500 VOID CHECK \$ -
8/6/2018 32501 Nicholas C. Hendrickson \$ 1,178.57
8/6/2018 32502 Nuckles Oil Company, Inc. \$ 4,378.59

Check Date	<u>Check Number</u>	<u>Name</u>	<u>c</u>	<u>Check Amount</u>
8/6/2018	32503	Hadronex, Inc.	\$	4,775.64
8/6/2018	32504	Tri County Pump Company	\$	14,280.00
8/6/2018	32505	AWWA CA-NV (Rancho Cucamonga)	\$	890.00
8/6/2018	32506	Standard Insurance Company	\$	1,764.72
8/6/2018	32507	Tri-State Seminar	\$	495.00
8/6/2018	32508	Berkshire Hathaway Homestate C	\$	11,243.93
8/6/2018	32509	Standard Insurance Vision Plan	\$	639.32
8/6/2018	32510	Blue Shield of California	\$	1,911.40
8/6/2018	32511	Nippon Life Insurance Co. of A	\$	2,356.96
8/13/2018	32512	Ward & Ward	\$	490.00
8/13/2018	32513	NEWBRY, BRIAN & MARI	\$	35.61
8/13/2018	32514	WILLS, KELLI & SCOTT	\$	70.02
8/13/2018	32515	Ameripride Uniform Services	\$	735.89
8/13/2018	32516	John F. Simister	\$	559.15
8/13/2018	32517	Balco Holdings Inc.	\$	640.00
8/13/2018	32518	State of California - Departme	\$	49.00
8/13/2018	32519	Secretary of State	\$	40.00
8/13/2018	32520	Central Communications	\$	506.97
8/13/2018	32521	Victor James Valenti	\$	4,534.78
8/13/2018	32522	Corelogic, Inc.	\$	330.00
8/13/2018	32523	Evoqua Water Technologies LLC	\$	2,487.93
8/13/2018	32524	Fedex	\$	108.59
8/13/2018	32525	Frontier Communications	\$	148.55
8/13/2018	32526	G&G Environmental Compliance,I	\$	4,262.56
8/13/2018	32527	InfoSend, Inc.	\$	5,240.16
8/13/2018	32528	Inland Water Works Supply Co.	\$	6.46
8/13/2018	32529	Nicholas C. Hendrickson	\$	329.72
8/13/2018	32530	Raiset R. Santana and Adriana	\$	59.30
8/13/2018	32531	Konica Minolta Business Soluti	\$	807.68
8/13/2018	32532	Nagem, Inc.	\$	1,232.50
8/13/2018	32533	Pacific Coast Landscape & Desi	\$	7,075.00
8/13/2018	32534	Red Alert Special Couriers	\$	955.89
8/13/2018	32535	Redlands-Yucaipa Rentals Inc.	\$	110.00
8/13/2018	32536	City of Redlands	\$	1,000.00
8/13/2018	32537	Santa Ana Watershed Project Au	\$	3,077.00
8/13/2018	32538	Spectrum Business	\$	4,488.00
8/13/2018	32539	Wells Fargo Bank-Corporate Tru	\$	1,718,806.25
8/13/2018	32540	Yucaipa Disposal, Inc.	\$	3,076.14
8/13/2018	32541	Yucaipa Valley Water District	\$	20,561.54
8/13/2018	32542	B.R. Frost Company Inc.	\$	8,151.25
8/13/2018	32543	Brenntag Pacific, Inc	\$	12,174.90
8/13/2018	32544	Haaker Equipment Company	\$	1,955.98
8/13/2018	32545	Hach Company	\$	2,646.41
8/13/2018	32546	Hasa, Inc.	\$	7,048.67
8/13/2018	32547	Hub Construction Specialties I	\$	239.77

<u>Check Date</u>	Check Number	<u>Name</u>	<u>Che</u>	eck Amount
8/13/2018	32548	Inland Water Works Supply Co.	\$	11,426.89
8/13/2018	32549	Nuckles Oil Company, Inc.	\$	3,908.19
8/13/2018	32550	Office Solutions Business Prod	\$	638.03
8/13/2018	32551	Polydyne Inc.	\$	2,949.12
8/13/2018	32552	Power Plus International	\$	241.28
8/13/2018	32553	Pro-Pipe & Supply, Inc.	\$	602.48
8/13/2018	32554	Tom Malloy Corp.	\$	258.61
8/13/2018	32555	Uline, Inc.	\$	347.67
8/13/2018	32556	Calmat Company	\$	7,653.05
8/13/2018	32557	YRC, Inc.	\$	486.62
8/13/2018	32558	ZEP Manufacturing Company	\$	417.97
8/13/2018	32559	Ryan Janisch	\$	15.00
8/13/2018	32560	Jesse McCartney	\$ \$	15.00
8/13/2018	32561	Matthew Flordelis		15.00
8/13/2018	32562	Jacob Duncan	\$	15.00
8/13/2018	32563	Steven Eldridge	\$	165.00
8/13/2018	32564	Courtland R. Gear	\$	15.00
8/13/2018	32565	Dan Hohman	\$	15.00
8/13/2018	32566	Joseph H. Beltran	\$	15.00
8/13/2018	32567	B & L HOMES LLC	\$	24.19
8/13/2018	32568	SMITH, MARK	\$	75.50
8/13/2018	32569	CALBEST DEV. GROUP,	\$	34.72
8/13/2018	32570	BURKE, JOHN	\$	42.43
8/13/2018	32571	LINES, ROBERT	\$	42.43
8/13/2018	32572	JARVIS, MARGARET E.	\$	42.43
8/13/2018	32573	AT&T Mobility	\$	2,133.82
8/17/2018	32574	YVWD-Petty Cash	\$	232.99
8/17/2018	32575	Western Dental Services, Inc.	\$	203.54
8/17/2018	32576	South Point Hotel&Casino	\$	214.70
8/17/2018	32577	South Point Hotel&Casino	\$	214.70
8/17/2018	32578	South Point Hotel&Casino	\$	214.70
8/17/2018	32579	South Point Hotel&Casino	\$	214.70
8/17/2018	32580	PAYROLL CHECK	\$	2,223.81
8/17/2018	32581	WageWorks, Inc.	\$	1,381.51
8/17/2018	32582	California State Disbursement	\$	115.38
8/17/2018	32583	California State Disbursement	\$	397.38
8/17/2018	32584	Department of the Treasury - I	\$	50.00
8/20/2018	32585	Delta Partners, LLC	\$	7,500.00
8/20/2018	32586	HDR Engineering, Inc.	\$	14,929.60
8/20/2018	32587	One Stop Landscape Supply Inc	\$	19,744.50
8/20/2018	32588	Platinum Advisors, LLC	\$	5,000.00
8/20/2018	32589	RMC Water and Environment	\$	2,011.00
8/20/2018	32590	Woodard & Curran Inc.	\$	15,431.18
8/20/2018	32591	David L. Wysocki	\$	2,887.50
8/20/2018	32592	Caleb Nazario	\$	15.00

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>c</u>	<u>heck Amount</u>
8/20/2018	32593	Kelly Hamilton	\$	15.00
8/20/2018	32594	Christopher Reeves	\$	15.00
8/20/2018	32595	Luke's Transmission Inc.	\$	185.61
8/20/2018	32596	Ralph C. Casas	\$	62.45
8/20/2018	32597	Ameripride Uniform Services	\$	724.10
8/20/2018	32598	Aqua-Metric Sales Company	\$	8,485.32
8/20/2018	32599	Balco Holdings Inc.	\$	170.00
8/20/2018	32600	California Department of Fish	\$	7,960.50
8/20/2018	32601	Calimesa Chamber Of Commerce	\$	105.00
8/20/2018	32602	Cliff's Pest Control, Inc.	\$	115.00
8/20/2018	32603	Frontier Communications	\$	149.79
8/20/2018	32604	Innerline Engineering	\$	1,750.00
8/20/2018	32605	Jasmin Tamplen	\$	1,260.45
8/20/2018	32606	Lawyers Title	\$	600.00
8/20/2018	32607	Nagem, Inc.	\$	667.91
8/20/2018	32608	NetComp Technologies, Inc.	\$	2,650.00
8/20/2018	32609	John Deere Financial f.s.b.	\$	102.39
8/20/2018	32610	Pro-Pipe & Supply, Inc.	\$	74.46
8/20/2018	32611	SB CNTY-Fire Protection Distri	\$	3,227.00
8/20/2018	32612	San Bdno. Valley Muni. Water D	\$	82,684.29
8/20/2018	32613	Separation Processes, Inc.	\$	6,596.00
8/20/2018	32614	Association of San Bernardino	\$	105.00
8/20/2018	32615	Vortex Industries. Inc.	\$	478.00
8/20/2018	32616	California Department of Fish	\$	5,145.75
8/20/2018	32617	Airgas, Inc.	\$	382.00
8/20/2018	32618	BofA Credit Card	\$	2,623.45
8/20/2018	32619	Brenntag Pacific, Inc	\$	2,228.92
8/20/2018	32620	Grainger	\$	1,918.87
8/20/2018	32621	Haaker Equipment Company	\$	220.04
8/20/2018	32622	Hasa, Inc.	\$	3,904.99
8/20/2018	32623	Hemet Valley Tool Inc.	\$	857.69
8/20/2018	32624	Inland Kubota, Inc.	\$	27,847.64
8/20/2018	32625	Inland Water Works Supply Co.	\$	57,173.36
8/20/2018	32626	Nicholas C. Hendrickson	\$	378.20
8/20/2018	32627	Nuckles Oil Company, Inc.	\$	6,017.25
8/20/2018	32628	Micro Motion, Inc.	\$	3,605.89
8/20/2018	32629	Office Solutions Business Prod	\$	542.08
8/20/2018	32630	Star Fleet Filtration, Inc.	\$	617.04
8/20/2018	32631	Steven Enterprises, Inc	\$	134.08
8/20/2018	32632	Tom Malloy Corp.	\$	177.79
8/20/2018	32633	US Bank	\$	6,034.75
8/20/2018	32634	Kenneth Carnes	\$	853.38
8/20/2018	32635	State Water Resources Control	\$	160.00
8/20/2018	32636	Atkinson, Andelson, Loya, Ruud	\$	3,108.84
8/20/2018	32637	American Family Life Assurance	\$	3,410.03

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>c</u>	<u>check Amount</u>
8/20/2018	32638	Joan Cadiz	\$	603.63
8/20/2018	32639	Joe DeSalliers	\$	646.39
8/20/2018	32640	Rodd Greene	\$	648.15
8/20/2018	32641	Dennis Neff	\$	599.99
8/20/2018	32642	Tri-State Seminar	\$	198.00
8/20/2018	32643	Robert Wall	\$	599.99
8/20/2018	32644	WageWorks, Inc.	\$	207.50
8/27/2018	32645	State Water Resources Control	\$	295.00
8/27/2018	32646	Gilbert A. Santacruz	\$	170.00
8/27/2018	32647	ADS, LLC	\$	4,275.00
8/27/2018	32648	Luke's Transmission Inc.	\$	500.95
8/27/2018	32649	Anthony Joseph Sobral	\$	223.20
8/27/2018	32650	Ameripride Uniform Services	\$	739.44
8/27/2018	32651	Burgeson's Heating & Air Cond.	\$	370.00
8/27/2018	32652	C & B Crushing, Inc.	\$	100.00
8/27/2018	32653	Cal-Mesa Steel Supply, Inc.	\$	14.01
8/27/2018	32654	Clinical Laboratory of San Ber	\$	26,244.00
8/27/2018	32655	Competitive Edge Academy	\$	840.00
8/27/2018	32656	Fedex	\$	28.68
8/27/2018	32657	Incode Division-Tyler Technolo	\$	300.00
8/27/2018	32658	InfoSend, Inc.	\$	2,021.50
8/27/2018	32659	Innerline Engineering	\$	1,750.00
8/27/2018	32660	Krieger & Stewart	\$	60,848.40
8/27/2018	32661	Nagem, Inc.	\$	293.85
8/27/2018	32662	Pacific Coast Landscape & Desi	\$	425.00
8/27/2018	32663	Pro-Pipe & Supply, Inc.	\$	163.74
8/27/2018	32664	Western Oilfields Supply Compa	\$	6,278.59
8/27/2018	32665	Redlands-Yucaipa Rentals Inc.	\$	77.00
8/27/2018	32666	Redlands Ford	\$	2,248.66
8/27/2018	32667	City of Redlands	\$	500.00
8/27/2018	32668	SCCI, Inc.	\$	350.00
8/27/2018	32669	SCE Rosemead	\$	255,880.96
8/27/2018	32670	State Water Resources Control	\$	2,923,668.75
8/27/2018	32671	The Counseling Team Internatio	\$	600.00
8/27/2018	32672	U.S. Telepacific Corp	\$	2,656.37
8/27/2018	32673	Transworld Systems, Inc.	\$	5,200.00
8/27/2018	32674	UPS Store#1504/ Mail Boxes Etc	\$	25.00
8/27/2018	32675	Zerion Software, Inc.	\$	7,500.00
8/27/2018	32676	All American Sewer Tools	\$	1,971.99
8/27/2018	32677	Amiad USA, Inc.	\$	3,354.66
8/27/2018	32678	Aqua-Metric Sales Company	\$	19,104.07
8/27/2018	32679	Backflow Apparatus & Valve Co.	\$	2,761.43
8/27/2018	32680	Calolympic Glove & Safety Co.,	\$	46.24
8/27/2018	32681	JW D'Angelo Co.	\$	352.82
8/27/2018	32682	Fisher Scientific Co.	\$	1,245.45

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	 heck Amount
8/27/2018	32683	Grainger	\$ 1,136.78
8/27/2018	32684	Hach Company	\$ 829.01
8/27/2018	32685	Hasa, Inc.	\$ 7,720.63
8/27/2018	32686	Home Depot U.S.A. Inc	\$ 587.60
8/27/2018	32687	Inland Water Works Supply Co.	\$ 488.93
8/27/2018	32688	Lawrence Roll Up Doors, Inc.	\$ 654.19
8/27/2018	32689	Nuckles Oil Company, Inc.	\$ 3,263.70
8/27/2018	32690	Micro Motion, Inc.	\$ 5,532.69
8/27/2018	32691	National Business Furniture LL	\$ 2,392.05
8/27/2018	32692	NCL Of Wisconsin Inc	\$ 497.46
8/27/2018	32693	Office Solutions Business Prod	\$ 215.77
8/27/2018	32694	Sunstate Equipment Co., LLC	\$ 131.27
8/27/2018	32695	Uline, Inc.	\$ 2,875.03
8/27/2018	32696	West Coast Lights & Sirens, In	\$ 1,458.05
8/27/2018	32697	Wilbur's	\$ 338.34
8/27/2018	32698	Robert Mendez	\$ 76.00
8/31/2018	32699	PAYROLL CHECK	\$ 2,383.57
8/31/2018	32700	WageWorks, Inc.	\$ 1,381.51
8/31/2018	32701	California State Disbursement	\$ 115.38
8/31/2018	32702	California State Disbursement	\$ 397.38
			\$ 5,995,447.95
8/3/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 58,111.65
8/3/2018	electronic pmt	CA-EDD	\$ 10,598.64
8/3/2018	electronic pmt	VOYA-457	\$ 6,120.67
8/3/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 25,068.76
8/3/2018	electronic pmt	Public Employees' Retirement S	\$ 29,217.21
8/17/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 55,106.95
8/17/2018	electronic pmt	CA-EDD	\$ 10,145.38
8/17/2018	electronic pmt	VOYA-457	\$ 4,834.67
8/17/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 22,900.21
8/17/2018	electronic pmt	Public Employees' Retirement S	\$ 28,978.05
8/20/2018	electronic pmt	CalPERS - HEALTH	\$ 87,505.86
8/31/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 53,633.79
8/31/2018	electronic pmt	CA-EDD	\$ 9,987.63
8/31/2018	electronic pmt	VOYA-457	\$ 4,053.03
8/31/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 20,187.47
8/31/2018	electronic pmt	Public Employees' Retirement S	\$ 28,801.94
	-		\$ 455,251.91

Investment Summary - August 2018

		U	S. TREASURIE	S				
Quantity	Description	Cusip	Maturity Date	Yield	Cos	t of Purchase	N	larket Value
510,000	US Treasury Bill	912796QM4	June 20, 2019	2.150%	\$	500,225.51	\$	509,427.45
510,000			Total Values		\$	500,225.51	\$	509,427.45
Money Market	t Account Activity-Beg	inning Balanc	e				\$	10,203.85
	7/31/17 - Bond Interest 7/31/18 - Dividend/Inte Cusip 912796PQ6 Acc	rest	aid				\$ \$ \$	- 57.11 3,387.24
	Business Account Fee Income						\$ \$	3,444.35
	Intra-Bank Transfers to Fund Transfers	/from Investme	nt Checking				\$ \$	<u> </u>
	Cusip Maturity						\$	496,612.76
	Redemptions						\$	496,612.76
	Cusip Purchase Purchases						\$ \$	(500,225.51) (500,225.51)
Ending Balan	ce - Money Market						\$	10,035.45
US Treasury S	Securities Investment	Principal					\$	500,225.51
Total Assets							\$	510,260.96

Note: As of 9/5/18, the updated treasury information for August has not been received. The information above is as of 7/31/18.

Investment Summary - August 2018

PERIOD	TOTAL ACCRUED WITHDRAWAL TOTAL DEPOSIT INTEREST PERIOD AMOUNT AMOUNT (QUARTERLY) B									
July 31, 2018	\$	-	\$	-	\$	50,409.17	\$	10,674,082.68		
August 31, 2018	\$	(4,000,000.00)	\$	-	\$	-	\$	6,674,082.68		
September 30, 2018	\$	-	\$	-	\$	-	\$	6,674,082.68		
October 31, 2018	\$	-	\$	-	\$	-	\$	6,674,082.68		
November 30, 2018	\$	-	\$	-	\$	-	\$	6,674,082.68		
December 31, 2018	\$	-	\$	-	\$	-	\$	6,674,082.68		
January 31, 2019	\$	-	\$	-	\$	-	\$	6,674,082.68		
February 28, 2019	\$	-	\$	-	\$	-	\$	6,674,082.68		
March 31, 2019	\$	-	\$	-	\$	-	\$	6,674,082.68		
April 30, 2019	\$	-	\$	-	\$	-	\$	6,674,082.68		
May 31, 2019	\$	-	\$	-	\$	-	\$	6,674,082.68		
June 30, 2019	\$	-	\$	-	\$	-	\$	6,674,082.68		

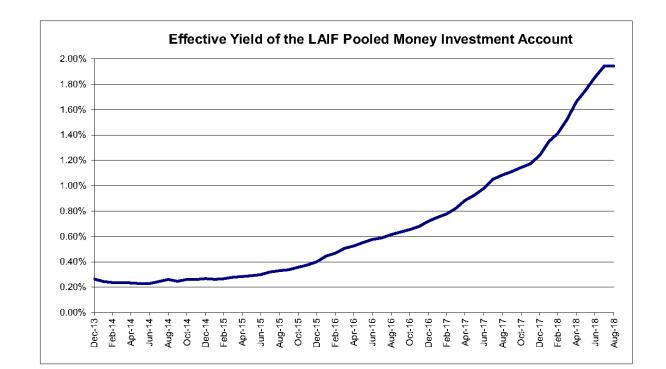
LOCAL AGENCY INVESTMENT FUND

L.A.I.F. INCOME SUMMARY

CURRENT QUARTER FY YEAR-TO-DATE

INCOME RECEIVED

\$ 50,409.17 \$ 50,409.17



	FY 2018-19	W	ater Reven	ue				
G/L ACCOUNT								
#	DESCRIPTION		BUDGET		Aug '18	Y	ear to Date	%
02-40010	Sales - Water	\$	5,958,445	\$	823,371	\$	912,173	15.31%
02-40011	Sales - Construction Water	\$	25,000	\$	24,487	\$	22,950	91.80%
02-40012	Sales - Imported Water (SGPWA)	\$	250,000	\$	30,251	\$	53,756	21.50%
02-40013	Sales - Imported Water (MUNI)	\$	850,000	\$	110,604	\$	107,277	12.62%
02-40014	Sales DiscMulti Units Usage Chrg.	\$	(110,000)	\$	(13,238)	\$	(14,932)	13.57%
02-40015	Water Wholesale Revenue	\$	200,000	\$	10,772	\$	20,728	10.36%
02-40016	Service Establishment Fee	\$	5,000	\$	150	\$	575	11.50%
02-41000	Service Demand Charges	\$	3,400,000	\$	265,889	\$	322,635	9.49%
02-41001	Fire Service Standby Fees	\$	45,000	\$	3,573	\$	4,590	10.20%
02-41003	Construction Service Charge	\$	15,000	\$	314	\$	328	2.18%
02-41005	Sales Disc-Multi Units Service Chrg.	\$	(135,000)	\$	(11,360)	\$	(13,869)	10.27%
02-41010	Unauthorized Use of Water Charge	\$	2,000	\$		\$	-	0.00%
02-41110	Meter/Lateral installation	\$	50,000	\$	6,180	\$	19,940	39.88%
02-41112	Fire Flow Test Fees	\$	4,500	\$	75	\$	300	6.67%
02-41113	Disconnect/Reconnect Fees	\$	100,000	\$	5,625	\$	10,050	10.05%
02-41121	Penalty - Late Charges	\$	135,000	\$	9,977	\$	20,304	15.04%
02-41124	Bad Debt	\$	(20,000)	\$	-	\$	335	-1.68%
02-42123	Management & Accounting Fees	\$	202,500	\$	16,875	\$	33,750	16.67%
02-43010	Interest Earned	\$	85,000	\$		\$	25,173	29.62%
02-43110	Property Tax - Unsecured	\$	80,000	\$	_	\$	-	0.00%
02-43120	Property Tax - Secured	\$	2,700,000	\$	_	\$	-	0.00%
02-43130	Tax Collection - Prior	\$	25,000	\$	_	\$	-	0.00%
02-43140	Other Taxes	\$	180,000	\$		\$	-	0.00%
02-49110	Rental Income (WATER STOCK)	\$	3,000	S	_	\$	-	0.00%
02-49150	Revenue - Misc. Non-Operating	\$	100,000	\$	4,842	\$	11,968	11.97%
	WATER OPERATING REVENUE	\$	14,150,445	\$	1,288,387	\$	1,538,030	10.87%
	Grants	\$	-			\$	-	
02-89901	Facility Capacity Charges	\$	-	\$	25,609	\$	113,913	
02-89902	Sustainability	\$	-	\$	881	\$	37,652	
	TOTAL WATER REVENUE	\$	14,150,445	\$	1,314,877	\$	1,689,595	

NOTE: Plan check & inspection fees to 02-42122

	FY 2018-19	Se	wer Revenue	e				
G/L ACCOUNT								
#	DESCRIPTION		BUDGET		Aug '18	Y	ear to Date	%
03-40016	Sales - Establish Service Fee	\$	500			\$	-	0.00%
03-41000	Sales - Sewer Charges	\$	12,116,254	\$	991,599	\$	1,272,790	10.50%
03-41005	Sales Disc-Multi Units Service Chrg.	\$	(200,000)	\$	(18,322)	\$	(23,905)	11.95%
03-41110	Meter/Lateral Installation	\$	2,500	\$	_	\$	-	0.00%
03-41121	Penalty - Late Charges	\$	135,000	\$	9,070	\$	21,175	15.69%
03-41124	Bad Debt	\$	(15,000)	\$	_	\$	-	0.00%
03-41131	Front Footage Fees	\$	30,000	\$	-	\$	-	0.00%
03-42122	Revenue - Other Operating	\$	2,000	\$	_	\$	-	0.00%
03-43010	Interest Earned	\$	95,000	\$	_	\$	24,208	25.48%
03-43110	Property Tax - Unsecured	\$	50,000	\$	-	\$	-	0.00%
03-43120	Property Tax - Secured	\$	100,000	\$	-	\$	-	0.00%
03-43130	Tax Collection - Prior	\$	10,000	\$	-	\$	-	0.00%
03-43140	Other Taxes	\$	1,500	\$	-	\$	-	0.00%
03-49150	Misc. Non-Oper Revenue	\$	10,000	\$	58	\$	58	0.58%
	SEWER OPERATING REVENUE	\$	12,337,754	\$	982,405	\$	1,294,326	10.49%
	Grants	\$	_			\$	-	
03-89901	Facility Capacity Charges	\$	_	\$	57,547	\$	189,083	
03-89903	Contrib Capital-Front Footage Fees	\$	-	\$		\$	-	
03-89905	Contrib Capital-Infrastructure	\$	-	\$	9,000	\$	9,000	
	TOTAL SEWER REVENUE	\$	12,337,754	\$	1,048,952	\$	1,492,409	

	FY 2018-19 Recyc	led	Revenue				
G/L ACCOUNT #	DESCRIPTION		BUDGET	А	.ug '18	Year to Date	%
04-40010	Sales - Recycled Water	\$	694,270	_	63,813	\$ 77,946	11.23%
04-40011	Sales - Construction Water	\$	65,000	\$	19	\$ 78	0.12%
04-41000	Sales - Service Demand Chrg.	\$	85,000	\$	5,923	\$ 7,464	8.78%
04-41003	Const. Water Minimum Chrg.	\$	5,000	\$	58	\$ 62	1.24%
04-41110	Meter/Lateral installation	\$	45,000	\$	2,940	\$ 2,940	6.53%
04-41121	Penalty - Late Charges	\$	5,000	\$	200	\$ 722	14.44%
04-41122	Revenue - Other Operating	\$	500	\$	-	\$ -	0.00%
04-43010	Interest Earned	\$	20,000	\$	-	\$ 5,380	26.90%
04-43110	Property Tax - Unsecured	\$	10,000	\$	-	\$ -	0.00%
04-43120	Property Tax - Secured	\$	350,000	\$	-	\$ -	0.00%
04-43130	Property Tax - Prior	\$	10,000	\$	-	\$ -	0.00%
04-43140	Property Tax - Other	\$	2,500	\$	-	\$ -	0.00%
04-49150	Misc. Non-Operating Revenue	\$	1,000	\$	-	\$ -	0.00%
	RECYCLED OPERATING REVENUE	\$	1,293,270	\$	72,954	\$ 94,592	7.31%
	Grants	\$	_			\$ -	
04-89901	Facility Capacity Charges	\$	-	\$	21,061	\$ 21,061	
	TOTAL RECYCLED REVENUE	\$	1,293,270	\$	94,015	\$ 115,653	

		VVC	ater Expens	es				
G/L ACCOUNT #	DESCRIPTION		BUDGET		Aug '18	v	ear to Date	%
	Labor-Water Resources	\$	997,976	\$	105,941	\$	153,220	7 ° 15.35%
02-5-01-50010		ֆ \$	997,970	э \$	105,941	ծ \$	155,220	10.307
02-5-01-50011		ֆ \$	- 76,345	э \$	- 8,319	ֆ \$	- 12,075	15.82%
	Benefits-Life Insurance	ֆ \$	5,568	э \$	126	ծ \$	258	4.64%
	Benefits-Health\Defrd Comp	ֆ \$	218,544	э \$	20,632	ծ \$	35,003	4.047
	Benefits-Disability Insurance	\$ \$	8,982	э \$	1,402	ֆ \$	2,201	24.51%
	Benefits-Workers Compensation	\$	26,945	\$ \$	1,402	\$	2,201	7.51%
	Benefits-PERS-Employee	\$	20,945	\$	- (518)		(2,975)	7.517
	Benefits-PERS-Employee	\$	- 149,696	ф \$	7,299	\$	10,058	6.72%
	Benefits-Uniforms	\$	5,800	\$ \$	170	ֆ \$	438	7.56%
	Benefits-Vacation & Sick Pay	\$	6,001	ф \$	998	ֆ \$	1,550	25.82%
	Benefits-Boot Allowance	\$ \$	3,480	э \$	990	э \$	900	25.82
	R&M - Structures	\$			- 17,208	\$	81,359	25.50%
	R&M - CLA Valves	5 \$	319,000 20,000	\$ \$	11,427	ֆ \$	11,427	25.505 57.139
	General Supplies & Expenses	ծ \$	20,000	ֆ \$	9	ֆ \$	11,427	3.699
	Utilities - Power Purchases	ֆ \$		э \$		ծ \$	207,478	14.889
	Utilities - Electricity & Fuel		1,394,000		132,557 365	ծ Տ	207,478	
		\$	5,000	\$	300			11.549
	Imported Water Purchases	\$	1,200,000	\$		\$	153,944	12.839
	Licenses & Permits	\$	70,000	\$		\$ \$	-	0.009
	Laboratory Services	\$	65,000	\$ ¢	-		16,525	25.429
02-5-01-5/040	YVRWFF Operating Expense	\$	700,000	\$	(9,853)		55,745	7.969
	WATER RESOURCE TOTALS	\$	5,274,337	\$	296,081	\$	741,882	14.07%
02-5-03-50010	Labor-Public Works	\$	1,650,107	\$	168,050	\$	194,234	11.779
02-5-03-50011	Labor Credit	\$	-	\$	(929)	\$	(1,284)	
02-5-03-50013	Benefits-Fica	\$	126,443	\$	13,114	\$	15,222	12.049
02-5-03-50014	Benefits-Life Insurance	\$	10,776	\$	196	\$	366	3.409
02-5-03-50016	Benefits-Health\Defrd Comp	\$	422,958	\$	46,104	\$	69,336	16.399
02-5-03-50017	Benefits-Disability Insurance	\$	14,851	\$	2,119	\$	2,734	18.419
	Benefits-Workers Compensation	\$	44,553	\$	_	\$	2,024	4.549
	Benefits-PERS Employee	\$		\$	(1,396)	\$	(5,041)	
02-5-03-50022	Benefits-PERS Employer	\$	247,516	\$	11,551	\$	15,441	6.249
	Benefits-Uniforms	\$	11,225	\$	916	\$	2,866	25.539
02-5-03-50024	Benefits-Vacation & Sick Pay	\$	4,000	\$	590	\$	1,047	26.189
	Benefits-Boot Allowance	\$	6,525	\$	-	\$	6,900	105.759
02-5-03-51001	R & M -Vehicles & Equipment	\$	200,000	\$	19,041	\$	40,932	20.479
02-5-03-51011		\$	10,000	\$		\$	-	0.00
	R&M - Pipelines	\$	225,000	\$	1,647	\$	25,600	11.389
	R&M - Service Lines	\$	96,000	\$	(633)		2,133	2.229
	R&M - Fire Hydrants	\$	25,000	\$	-	\$	241	0.979
	R&M - Backflow	\$	20,000	\$	3,094	\$	3,706	18.539
	R&M - Water Meters	\$	30,000	\$	98	\$	45,468	151.569
	Fire Flow Testing	\$	30,000	\$	-	\$	1,038	3.46
	Equipment Credits	\$		\$	(180)		(486)	
	General Supplies & Expenses	\$	2,500	\$	866	\$	1,333	53.319
	PUBLIC WORKS TOTALS		3,177,454	\$	264,250	\$	423,812	13.349
		. *		<u>۴</u>		.		10.04

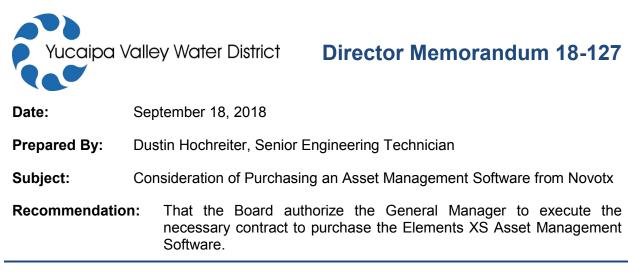
	FY 2018-19) Wa	iter Expens	ses			
G/L ACCOUNT						 	
#	DESCRIPTION		BUDGET		Aug '18	 ear to Date	%
	Labor-Administration	\$	602,359	\$	63,452	\$ 100,324	16.66%
02-5-06-50011		\$	-	\$	-	\$ -	
02-5-06-50012		\$	25,000	\$	1,898	\$ 1,898	7.59%
02-5-06-50013		\$	46,080	\$	4,705	\$ 7,616	16.53%
I	Benefits-Life Insurance	\$	2,952	\$	105	\$ 246	8.34%
	Benefits-Health\Defrd Comp	\$	115,866	\$	16,557	\$ 30,599	26.41%
	Benefits-Disability Insurance	\$	5,421	\$	786	\$ 1,507	27.80%
	Benefits-Workers Compensation	\$	16,264	\$	-	\$ 1,012	6.22%
	Benefits PERS Employee	\$	-	\$	(352)	 (2,427)	
	Benefits PERS Employer	\$	90,354	\$	5,145	\$ 7,589	8.40%
02-5-06-50023		\$	3,075	\$	132	\$ 286	9.29%
	Benefits-Vacation & Sick Pay	\$	10,000	\$	448	\$ 759	7.59%
02-5-06-50025		\$	1,845	\$	-	\$ 3,300	178.86%
I	R&M - Structures	\$	30,000	\$	32	\$ 6,034	20.11%
	Expense Credits (overhead)	\$		\$	(90)	 (336)	
	Safety Equipment/Supplies	\$	25,000	\$	414	\$ 2,652	10.61%
	Petroleum Products	\$	105,000	\$	21,241	\$ 33,944	32.33%
	Office Supplies & Expenses	\$	35,000	\$	3,297	\$ 6,323	18.07%
	General Supplies & Expenses	\$	35,000	\$	12	\$ 6,547	18.71%
	Disaster Incidences	\$		\$	-	\$ -	
	Utilities - Electricity	\$	65,000	\$	4,662	\$ 7,248	11.15%
	Utilities - Natural Gas	\$	1,500	\$	30	\$ 59	3.92%
	Dues & Subscriptions	\$	41,500	\$	-	\$ 3,339	8.04%
	Computer Expenses	\$	100,000	\$	2,563	\$ 11,140	11.14%
02-5-06-54010		\$	4,200	\$	137	\$ 324	7.72%
	Printing & Publications	\$		\$		\$ 101	
	Education & Training	\$	15,000	\$	2,300	\$ 5,728	38.19%
	Utility Billing Expenses	\$	150,000	\$	11,922	\$ 25,986	17.32%
I	Public Relations	\$	25,000	\$	840	\$ 1,860	7.44%
	Travel Related Expenses	\$	8,000	\$	1,091	\$ 2,519	31.49%
	Certifications & Renewals	\$	8,000	\$	506	\$ 1,328	16.60%
	Meeting Related Expenses	\$	8,000	\$	480	\$ 1,249	15.61%
	Utilities - YVWD Services	\$	60,000	\$	10,630	\$ 19,216	32.03%
	Utilities - Waste Disposal	\$	2,500	\$	-	\$ 2,190	87.61%
	Utilities - Telephone & Internet	\$	45,000	\$	3,276	\$ 7,800	17.33%
	Conservation & Rebates	\$	30,000	\$	-	\$ -	0.00%
	Contractual Services	\$	100,000	\$	2,686	\$ 20,880	20.88%
02-5-06-54107		\$	50,000	\$	-	\$ 2,679	5.36%
	Audit & Accounting	\$	12,000	\$	-	\$ -	0.00%
	Professional Fees	\$	165,000	\$	2,500	\$ 37,501	22.73%
02-5-06-55500	Depreciation Reserves	\$	200,000	\$	16,667	\$ 33,333	16.67%
	Infrastructure Replacement	\$	1,000,000	\$	83,333	\$ 166,666	16.67%
02-5-06-56001		\$	100,000	\$	7,942	\$ 17,629	17.63%
	Regulatory Compliance	\$	15,000	\$	8,819	\$ 10,630	70.86%
	Election Related Expenses	\$	5,000	\$	-	\$ -	
	Beaumont Basin Watermaster	\$	44,000	\$	-	\$ -	0.00%
02-5-06-57199	Suspense	\$	-	\$	-	\$ -	

	FY 2018-19	W	ater Expens	ses	;			
G/L ACCOUNT #	DESCRIPTION		BUDGET		Aug '18	Y	ear to Date	%
	ADMINISTRATION TOTALS	\$	3,403,916	\$	278,164	\$	587,278	17.25%
02-5-40-57201	Debt Srv-Series 2015A Princ.(2500	\$	1,115,000	\$	1,115,000	\$	1,115,000	100.00%
02-5-40-57402	Interest-Long-Term Debt Bonds	\$	1,179,738	\$	603,806	\$	603,806	51.18%
	40 - Debt	\$	2,294,738	\$	1,718,806	\$	1,718,806	74.90%
02-5-40-57001	Asset Acq, - Water Resources	\$		\$		\$		
02-5-40-57003	Asset Acq, - Public works	\$	_	\$	-	\$	_	
02-5-40-57006	Asset Acq Admin (fuel master)	\$	-	\$	-	\$	-	
	40 - Capital Outlay	\$	-	\$	-	\$	-	
						\$	3,471,778	
	TOTAL WATER EXPENSES	\$	14,150,445	\$	2,557,301	\$	3,471,778	24.53%

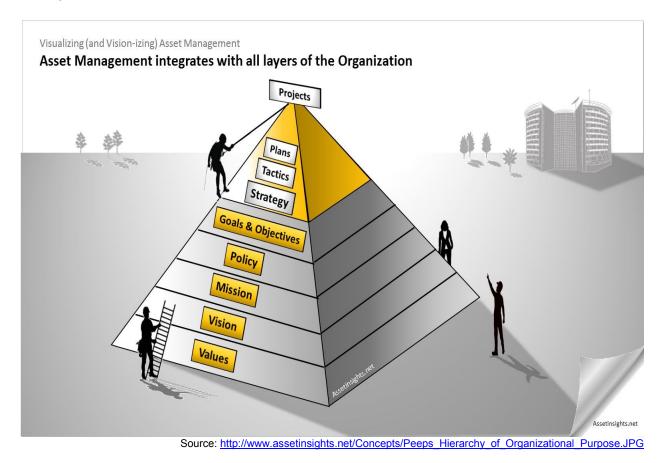
	FY 2018-19 Sev	/er	Expenses					
G/L ACCOUNT						V-	auto Data	9/
#	DESCRIPTION		BUDGET	+	Aug '18		ear to Date	12 020/
03-5-02-50010	Labor-S Treatment	\$ ¢	1,170,711	\$	123,978	\$	161,830	13.82%
		\$	89,559	\$	9,581	\$	12,526	13.99%
	Benefits-Life Insurance	\$	6,336	\$	142	\$	278	4.38%
	Benefits-Health\Defrd Comp	\$	248,688	\$	20,053	\$	33,075	13.30%
	Benefits-Disability Insurance	\$	10,536	\$	1,598	\$	2,276	21.60%
	Benefits-Workers Compensation	\$	31,609	\$	-	\$	2,024	6.40%
	Benefits-PERS Employee	\$	-	\$	(518)		(2,974)	0.040/
	Benefits-PERS Employer	\$	175,607	\$	8,261	\$	11,078	6.31%
	Benefits-Uniforms	\$	6,600	\$	362	\$	672	10.19%
	Benefits-Vacation & Sick Pay	\$	5,001	\$	998	\$	1,550	30.99%
	Benefits-Boot Allowance	\$	3,960	\$	-	\$	5,400	136.36%
	R&M - Structures	\$	300,000	\$	20,834	\$	62,011	20.67%
	R&M - Automation Control	\$	70,000	\$	583	\$	16,883	24.12%
03-5-02-51106	+	\$	600,000	\$	59,115	\$	126,880	21.15%
03-5-02-51111	·	\$	1,000	\$	-	\$	-	0.00%
	Laboratory Supplies	\$	35,000	\$	2,572	\$	5,863	16.75%
	General Supplies & Expenses	\$	2,000	\$	556	\$	653	32.63%
	Utilities - Power Purchases	\$	800,000	\$	94,770	\$	153,387	19.17%
03-5-02-54110	Laboratory Services	\$	85,000	\$	956	\$	11,446	13.47%
	Sludge Disposal	\$	230,000	\$	-	\$	19,745	8.58%
03-5-02-57034	Brine Operating Expenses	\$	385,000	\$	32	\$	2,125	0.55%
	TREATMENT TOTALS	\$	4,256,607	\$	343,873	\$	626,726	14.72%
03 5 06 50010	Labor-Administration	\$	602,359	\$	63,452	\$	90,281	14.99%
03-5-06-50011		·	002,559	÷	03,452		90,201	14.99 /0
03-5-06-50012		\$ \$	-	\$	4 000	\$ \$	- 1 000	7.59%
	1		25,000	\$	1,898		1,898	
03-5-06-50013	ii	\$	46,080	\$	4,705	\$	6,827	14.82%
	Benefits-Life Insurance	\$	2,952	\$	105	\$	228	7.72%
	Benefits-Health\Defrd Comp	\$	115,866	\$	16,622	\$	28,188	24.33%
	Benefits-Disability Insurance	\$	5,421	\$	786	\$	1,360	25.09%
	Benefits-Workers Compensation	\$	16,264	\$	-	\$	1,012	6.22%
03-5-06-50021	Benefits PERS Employee	\$	-	\$	(283)		(1,998)	
	Benefits PERS Employer	\$	90,354	\$	5,145	\$	7,175	7.94%
	Benefits-Uniforms	\$	3,075	\$	51	\$	99	3.20%
	Benefits-Vacation & Sick Pay	\$	5,000	\$	448	\$	759	15.18%
	Benefits-Boot Allowance	\$	1,845	\$		\$	-	0.00%
	Safety Equipment/Supplies	\$	5,500	\$	1,612	\$	2,392	43.48%
	Petroleum Products	\$	18,000	\$	1,500	\$	3,000	16.67%
	Office Supplies	\$	10,000	\$	97	\$	255	2.55%
	General Supplies & Expenses	\$	30,000	\$	88	\$	5,577	18.59%
03-5-06-51199	Disaster Repairs	\$	-	\$	-	\$	-	
	Dues & Subscriptions	\$	25,000	\$		\$	505	2.02%
03-5-06-54003	Management & Admin Services	\$	202,500	\$	16,875	\$	33,750	16.67%
03-5-06-54005	Computer Expenses	\$	100,000	\$	2,063	\$	11,470	11.47%
03-5-06-54011	Printing & Publications	\$		\$		\$	101	N/A
03-5-06-54012	Education & Training	\$	15,000	\$	1,913	\$	4,986	33.24%
	Public Relations	\$	25,000	\$	-	\$	-	0.00%
	Travel Related Expenses	\$	10,000	\$	1,944	\$	3,427	34.27%
	Certifications & Renewals	\$	7,500	\$	655	\$	1,037	13.83%
	Licenses & Permits	\$	65,000	\$	500	\$	500	0.77%
	Meeting Related Expenses	\$	5,000	\$	503	\$	1,068	21.36%

	FY 2018-19 Sev	/er	Expenses					
G/L ACCOUNT #			DUDOLT		A	v	ear to Date	%
	DESCRIPTION Utilities - YVWD Services	\$	BUDGET 1,500	\$	Aug '18 -	י \$	ear to Date 170	/0 11.31%
	Utilities - Waste Disposal	φ \$	13,000	φ \$		φ \$	2,245	17.27%
	Utilities - Telephone & Internet	φ \$	45,000	φ \$	4,264	φ \$	9,836	21.86%
	Drinking Water	φ \$	1,250	φ \$	4,204	Ψ \$	3,030 170	13.59%
	Contractual Services	φ \$	50,000	φ \$	1,026	φ \$	12,824	25.65%
03-5-06-54107	Į	φ \$	45,000	φ \$	1,020	Ψ \$	3,807	8.46%
	Audit & Accounting	φ \$	12,000	φ \$		φ \$	3,007	0.00%
	Professional Fees	φ \$	159,000	ф \$	- 2,500	φ \$	- 16,972	10.67%
	Depreciation Reserves	Ψ \$	500,000	φ \$	41,667	Ψ \$	83,333	16.67%
03-3-00-33300	Infrastructure Replacement	φ \$	500,000	φ \$	41,667	φ \$	83,333	16.67%
03-5-06-56001	+	ф \$	115,000	э \$	7,942	ֆ \$	15,883	13.81%
				+	7,942 564			
03-5-00-57030	Regulatory Compliance	\$	50,000	\$		\$	5,811	11.62%
	ADMINISTRATION TOTALS	\$	2,924,466	÷	220,369	\$	438,278	14.99%
03-5-07-50010	Labor-Enviromental Control	\$	614,646	\$	64,427	\$	91,461	14.88%
03-5-07-50011	Labor Credit	\$	-	\$	-	\$	-	0.00%
03-5-07-50013	Benefits-Fica	\$	47,020	\$	4,932	\$	7,020	14.93%
03-5-07-50014	Benefits-Life Insurance	\$	3,888	\$	77	\$	134	3.45%
03-5-07-50016	Benefits-Health\Defrd Comp	\$	152,604	\$	16,490	\$	25,306	16.58%
03-5-07-50017	Benefits-Disability Insurance	\$	5,532	\$	806	\$	1,189	21.49%
03-5-07-50019	Benefits-Workers Compensation	\$	16,595	\$	-	\$	2,024	12.20%
03-5-07-50021	Benefits-PERS Employee	\$		\$	(399)	\$	(1,525)	
	Benefits-PERS Employer	\$	92,197	\$	4,437	\$	5,651	6.13%
	Benefits-Uniforms	\$	4,050	\$	374	\$	965	23.84%
03-5-07-50024	Benefits-Vacation & Sick Pay	\$	2,501	\$	471	\$	718	28.72%
	Benefits-Boot Allowance	\$	2,430	\$	-	\$	600	24.69%
03-5-07-51003	R&M - Structures	\$	225,000	\$	9,651	\$	48,950	21.76%
03-5-07-51140	General Supplies & Expenses	\$	1,000	\$		\$	9	0.91%
03-5-07-51241		\$	55,000	\$	5,141	\$	7,286	13.25%
03-5-07-51242	Lift Station #2	\$	14,000	\$	1,131	\$	1,854	13.24%
03-5-07-51243	Lift Station #3	\$	9,000	\$	260	\$	403	4.47%
03-5-07-51244	Lift Station #4	\$	14,500	\$	1,049	\$	1,585	10.93%
03-5-07-51248	+	\$	3,000	\$		\$	147	4.88%
03-5-07-54111	Pretreatment	\$	60,000	\$		\$	8,853	14.75%
	ENVIRONMENTAL CONTROL TOTAL	\$	1,322,963	\$	108,937	\$	202,630	15.32%
02 5 40 57000	Daht Samina Dringing M/DM/DE	ው	0.050.040	¢		¢		0.000/
	Debt Service - Principal - WRWRF	\$	2,252,312	\$		\$ ¢		0.00%
	Debt Service - Principal - Brineline	\$ ¢	435,383	\$ ¢		\$ ¢		0.00%
	Debt Service - Principal - WISE Debt Service - Principal - R 10.3	\$	133,659	\$ \$		\$ \$		0.00%
	L	\$	39,161					0.00%
	Debt Service - Principal - Crow & B12-1	\$	15,330	\$		\$		0.00%
03-5-40-57403	Debt Service - Interest 40 - Debt	\$ \$	957,873 3,833,718	\$ \$		\$ \$		0.00% 0.00%
		·	, _,	<u>+</u>				
03-5-40-57002	Asset Acq Treatment	\$	-	\$	-	\$	-	
03-5-40-57006	Asset Acq Admin (fuel master)	\$	-	\$	-	\$	-	
03-5-40-57007	Asset Acq EC (ADS flow monitors &	\$	_	\$	_			
	smart covers)		-	Ļ	-	\$		
	40 - Capital Outlay	\$		\$		\$		
				ļ		\$	1,267,634	
	TOTAL SEWER EXPENSES	\$	12,337,754	\$	673,178	\$	1,267,634	10.27%

G/L ACCOUNT	FY 2018-19 Re	oy ol		55			Year to	
G/L ACCOUNT #	DESCRIPTION		BUDGET		Aug '18		Date	%
	Labor-Recycled Water	\$	677,931	\$	68,121	\$	103,196	15.22%
04-5-06-50011		\$	-	\$	-	\$	-	10.22 /(
04-5-06-50012		\$	5,000	\$		\$	_	0.00%
04-5-06-50013		\$	51,862	\$	5,091	\$	7,793	15.03%
	Benefits-Life Insurance	\$	3,528	\$	74	\$	134	3.80%
	Benefits-Health & Def Comp	\$	138,474	\$	15,355	\$	24,650	17.80%
	Benefits-Disability Insurance	\$	6,101	\$	841	\$	1,350	22.13%
	Benefits-Workers Compensation	\$	18,304	\$	-	\$	1,124	6.14%
	Benefits-PERS Employee	\$	-	\$	(299)	han in sa	(1,442)	
	Benefits-PERS Employer	\$	101,690	\$	5,151	\$	6,543	6.43%
	Benefits-Uniforms	\$	3,675	\$	60	\$	105	2.86%
	Benefits-Vacation & Sick Pay	\$	1,000	\$	84	\$	140	14.04%
	Benefits-Boots	\$	2,205	\$	-	\$	600	27.21%
	R & M-Structures	\$	34,000	\$	-	\$	241	0.71%
04-5-06-51011		\$	5,000	\$	-	\$	-	0.00%
	R & M-Pipelines	\$	2,500	\$	-	\$	-	0.00%
	R & M-Service Lines	\$	2,500	\$	-	\$	2,752	110.08%
04-5-06-51022	R & M-Fire Hydrants	\$	1,000	\$	-	\$		0.00%
04-5-06-51030	R & M-Meters/Backflows	\$	10,000	\$	_	\$	104	1.04%
04-5-06-51140	General Supplies & Expenses	\$	5,000	\$	-	\$	1,220	24.39%
	Utilities-Power Purchasess	\$	70,000	\$	9,292	\$	13,901	19.86%
04-5-06-54002	Dues & Subscriptions	\$	1,500	\$	-	\$	16	1.03%
04-5-06-54005	Computer Expense	\$	5,000	\$	-	\$	750	15.00%
04-5-06-54011	Printing & Publications	\$	_	\$	-	\$	-	N/A
04-5-06-54012	Education & Training	\$	4,000	\$	121	\$	807	20.17%
04-5-06-54014	Public Relations	\$	6,500	\$	-	\$	-	0.00%
04-5-06-54016	Travel Related Expenses	\$	2,500	\$	168	\$	376	15.03%
04-5-06-54017	Certifications & Renewals	\$	1,000	\$	-	\$	-	0.00%
04-5-06-54019	Licenses & Permits	\$	10,000	\$	-	\$	-	0.00%
04-5-06-54020	Meeting Related Expenses	\$	1,500	\$	53	\$	179	11.91%
04-5-06-54022	Utilities - YVWD Services	\$	30,000	\$	-	\$	1,176	3.92%
04-5-06-54025	Utilities - Telephone & Internet	\$	2,000	\$	_	\$	134	6.69%
	Contractural Services	\$	5,000	\$	-	\$	2,035	40.71%
04-5-06-54107		\$	1,500	\$	-	\$	-	0.00%
	Audit & Accounting	\$	2,500	\$	-	\$	-	0.00%
	Professional Fees	\$	10,000	\$	-	\$	2,182	21.82%
	Laboratory Services	\$	_	\$	_	\$	-	
04-5-06-55500		\$	8,000	\$	665	\$	1,350	16.88%
	Infrastructure Replacement	\$	15,000	\$	1,250	\$	2,500	16.67%
04-5-06-56001		\$	20,000	\$	1,765	\$	3,530	17.65%
	Regulatory Compliance	\$	25,000	\$	5,146	\$	5,188	20.75%
04-5-06-57040	Environmental Compliance	\$	2,500	\$	-	\$	-	0.00%
			4 000 000			\$	182,634	
	TOTAL RECYCLED EXPENSES	5\$	1,293,270	\$	112,938	\$	182,634	14.12%



Asset management allows the District staff to make the best possible decisions about our assets - pipes, reservoirs, treatment facilities, wells - in a way that provides targeted levels of service and manages risk in a cost-effective manner.

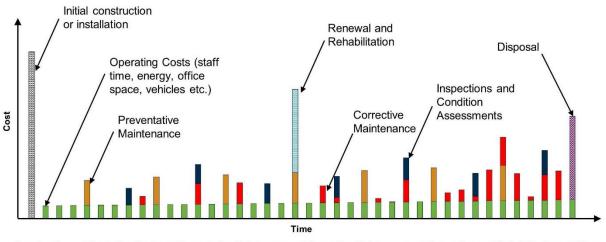


An asset management program is important since it reduces the cost of emergency repairs which are significantly more expensive than planned repairs. It also defines an orderly and logical program of repair and replacement of capital facilities and equipment.

Good asset management means making decisions based on the lowest long-term cost over the entire lifecycle of the asset, rather than short-term savings, and managing assets in a way that balances service levels, risk, and cost.

An asset's lifecycle begins when a need is identified. From there the asset is planned, created, or acquired, operated, and maintained, monitored, and replaced or upgraded when it reaches the end of its life.

The District staff recognizes that assets cost more than the price to build them. Capital costs - construction, rehabilitation, and disposal - only make up about 20 per cent of an asset's full lifecycle cost. The highest influence on the cost is early in the lifecycle, therefore asset management is critical to control overall infrastructure costs.

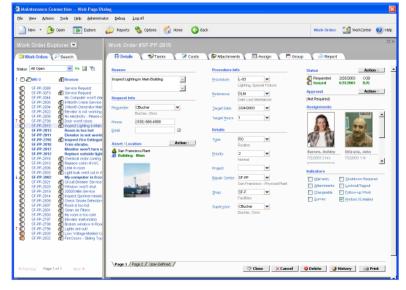


Construction
 ■ Operating Costs
 ■ Preventative Maintenance
 ■ Corrective Maintenance
 ■ Inspections
 ■ Rehabilitation
 ■ Disposal
 Source: https://quelph.ca/plans-and-strategies/corporate-strategic-plan/asset-management-program/

In 2006, the District staff received authorization to purchase a Computerized Maintenance Management System to track the assets associated with the Yucaipa Valley Regional Water Filtration Facility and the Wochholz Regional Water Recycling Facility. [Director Memorandum

No. 06-041]. At this time the Board of Directors authorized the purchase of the software program Maintenance Connection.

Over the past twelve years, Maintenance Connection has reliably provided the District staff with software that has grown to include recycled water facilities brineline infrastructure. and However, the limitations of this software are now being realized since the program is not easily connecting with other computer databases used by the District; the software is not able to support our



growing mobile workforce; and the software lacks the ability to integrate with our geographical information system.

The District staff engaged several Asset Management software vendors to identify a replacement software program to fit the needs of the District. The goal of the District staff is to resolve the limitations with the existing software program discussed above and provide connectivity with the office staff for processing customer service requests; institute near real-time updates for field repairs; and operate an improved inventory system that allows inventory to be checked out electronically and will immediately record and report the changes in the system.

The following software programs were evaluated by District staff and a three-year projection of anticipated costs were tabulated.

	Year 1	Year 2	Year 3	3 Year Total
Elements XS	\$121,100	\$25,000	\$25,000	\$171,000
Lucity	\$149,570	\$15,375	\$15,759	\$180,704
Cartegraph	\$110,900	\$37,600	\$37,600	\$186,100
Cityworks*	\$45,000	\$45,000	\$45,000	\$135,000

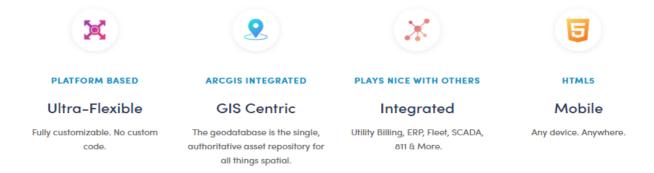
* Cityworks cost is software only. Integration not included in the price.

Based on our review, the District staff recommends the Elements XS Asset Management System by Novotx. The Elements XS would be a superior application for the District since it meets our anticipated needs, integrates with the new Caselle financial package, and has the capability to push and pull data seamless between other software the District will be using in the future.

The attached contract includes: a onetime fee of \$121,000, which includes data migration, implementation, and training both in person and remotely. The annual cost is \$25,000 for the Elements XS software.

Financial Consideration

The cost of the new software is \$25,000 per year with a one-time implementation fee of \$121,000. The 2018-19 budget includes funding for \$10,000 for the current software that will no longer be utilized. Funding for the new software will be split from the water and sewer funds, computer expenses [GL Account Number xx-5-06-54005]. The additional cost was not included in the 2018-19 approved budget but will be included in a future budget adjustment if approved by the Board of Directors.



The Big Picture.

Here's a quick look at what makes Elements stand out from the crowd.



ARCGIS INTEGRATION

Real-time, two-way integration with ESRI's ArcGIS Enterprise and ArcGIS Online platforms; read and write in real time from tablets, phones and other devices. No data is copied or synchronized. All feature data is stored and maintained in the native ESRI geodatabase.



CUSTOM WORKFLOWS

A fully configurable workflow designer and built-in workflow engine allow you to design your own workflow processes and trigger events based on scenarios that are unique to your organization.



WEB & MOBILITY

Access data anywhere on any device in real time. Elements XS is cross-browser compatible and will run on any device. Offline tools for maps and key datasets are also available.

UЬ

UTILITY BILLING & CIS

Read directly from and write

directly to your utility billing

software or other Customer

Meter reads, changeouts,

directly from third-party

via the web.

Information System in real time

shutoffs, and other tasks can be

completed on the job site in real

access the information they need

time. Field and office staff can

applications via Elements XS.



USER EXPERIENCE

It's a web app, but it doesn't feel like one. A responsive, adaptive user interface ensures the best experience on any device. Unique workspaces targeted to individual job functions are designed for maximum efficiency.



DYNAMIC DATA

Define custom datasets, design data collection forms, and configure unique workflow processes with no limits on the number of custom fields or design restrictions on how the data is presented to end users.



BEYOND THE GIS

If it belongs on a map, we'll track it there—otherwise we won't.

Manage work and maintenance schedules on facilities, treatment plants, trucks, equipment and other assets that aren't tied to a set of coordinates using Elements XS.

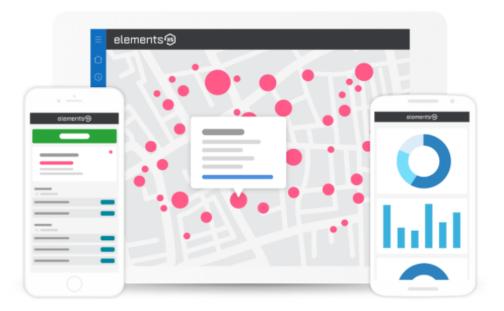


REPORTING & ANALYTICS

Elements XS provides a built-in reporting engine and an analytics designer to support tabular reports as well as charts, graphs, and other industry standard reporting features. Elements XS also offers an open Microsoft SQL database that allows full reporting access via industry standard reporting engines such as Crystal Reports, SQL Reporting Services and others.

Simple, practical tools.

Unmatched flexibility. Great mobile maps. Responsive support.





WHAT IT DOES

- Service requests & work orders
- Routine maintenance
- Inventory management
- Fleet management
- Facilities maintenance
- Permits, licenses, inspections
- Citizen requests

WHO IT'S DESIGNED FOR

- Water, sewer & storm utilities
- Gas & electric utilities
- Streets, traffic & public works
- Planning & zoning
- Parks & Rec departments



- Web-based, deploy on-site or in the cloud
- Use any browser on any device
- ArcGIS Server & online integrations
- Mobile interfaces for tablets & phones
- Real-time utility billing integration



FEEDBACK IS HEARD & INCORPORATED. FAST.

On average, we add 175 customer-requested enhancements to Elements each year (about 1 every 2 days).

Average time from feature request to delivery? Less than 90 days.

Most major issues are fixed and patched within a day.

Most minor issues are fixed and patched within a week.

All customers have dedicated support reps who personally know the customers and are familiar with their setup.

You can send text messages to our staff to report issues, make a suggestion, or just say hello... and you'll receive a text in return, from an actual human, with a real answer.

UNMATCHED FLEXIBILITY.

Elements allows you to create your own workflow processes and tailor the user experience to the unique needs of your organization without custom code.

This means you're not restricted to how we believe you should do business; Elements XS3 is flexible enough to adapt to your unique business requirements via:

- Unlimited custom fields
- Unlimited custom record layouts
- Unlimited custom workflow processes
- Automated user-defined follow up events and triggers
- Data analysis and calculations on user-defined custom data schemas

Each of the above is accomplished using Windows Workflow Foundation technology and our Dynamic Data management system, found only in Elements.

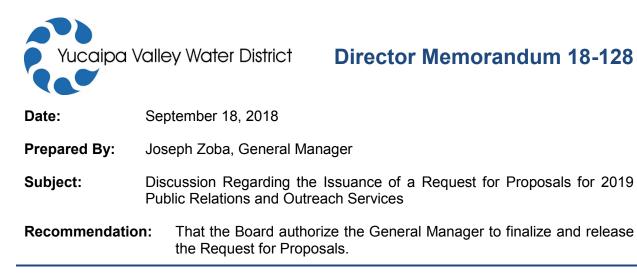
Don't worry, all custom data is stored nicely in SQL and can be easily queried for reports and spatial analysis.

COMPANY PRIORITIES & OBJECTIVES.

Elaborate exhibit booths and over-the-top events aren't our style. Instead, we put our money into a better product and more responsive support; according to our customers, it's working.

Our goals are to provide better, faster support and an excellent product, which means being smart about how we grow and making sure each customer is a success story. If our software doesn't look like a good fit for your organization we'll let you know, and try to point you to another vendor who can better serve your needs.





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

- **Public Relations and Outreach** Plan and implement a program to gain and enhance the District's presence involving:
 - Social media;
 - Website refresh and upgrades;
 - Video clips;
 - Summary of the District's operations;
 - Historical information; and
 - Near real-time press releases.

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

The District staff has been working on the preparation of a Request for Proposals for additional public relations and outreach work. The draft version of the Request for Proposals is provided for your review.



Request for Proposals

2019 Public Relations and Outreach Services

Proposal No. 1809xx

Response Due and Public Bid Opening Wednesday, _____, 2018 at 2:00 p.m.

Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399

Yucaipa Valley Water District Contract Administrators and District Liaison:

Kathryn Hallberg, Implementation Manager <u>khallberg@yvwd.us</u> - Phone (909) 790-3303

Yucaipa Valley Water District (the "District" or 'District") is accepting proposals for public relations and outreach services from qualified firms ("Proposers") to assist with the preparation of various marketing products such as press releases, illustrations, videos, brochures, and informational documents.

This is not a commitment to procure this work, but a request for proposals and the costs to complete the work. The District will decide to proceed based on the proposal pricing submitted.

The final date for submitting a bid proposal is <u>Wednesday</u>, <u>2018 at 2:00 pm</u> to Kathryn Hallberg, 12770 Second Street, Yucaipa, California 92399.

Your proposal envelope must be sealed and clearly marked "Public Relations and Outreach Services Proposal 1809xx".

The District reserves the right to accept or to reject any and all bids proposals, to waive any irregularities and to make an award that is determined by the District to be in the best interest of the Yucaipa Valley Water District.

Proposals must comply with the proposal requirements provided herein. Proposals will be evaluated and ranked by District staff members. Proposers must be willing to sign an agreement with the terms and conditions shown in the District's Proposed Professional Services Agreement attached as Exhibit C.

All questions must be put in writing and sent via email and must be received by 5:00 p.m. on ______, 2018. Should it be found by the District that the point in question is not clearly and fully set forth in the RFP, the District will issue a written addendum clarifying the matter, which will be posted on the District's website and sent by email to individuals registered with the District Liaison provided on the title page of this document. Please note that the District will <u>not</u> be responsible for mailing any addenda. Proposers are encouraged to check the website regularly since each Proposer will be responsible for downloading the RFP and all addenda.

Interviews may be scheduled for proposers selected based on criteria in the RFP. The District reserves the right to postpone the interview date, or cancel an interview, at its sole discretion. Proposers shall be notified in advance of any such postponement or cancellation.

Scope of Services

The Yucaipa Valley Water District ("District") is looking for a cost effective, creative approach for communicating with and engaging its customers. The District's Implementation Managers will serve as the lead for public relations and outreach activities. The purpose of the consultant is to assist and augment public relations and outreach support.

The consultant retained shall support the objectives listed below:

- A. Create and maintain a positive public perception of the Yucaipa Valley Water District with emphasis on reliable, high quality, and affordable water supply.
- B. Provide outreach communications in support of the Yucaipa Valley Water District's

programs, including but not limited to water conservation, water quality, recycled water, and proposed capital improvement projects.

C. Engage the community on the benefits and goals of Yucaipa Valley Water District's strategic initiatives such as the recycled water facilities, water resource management, and the Water Supply Renewal Project.

It is important to cover all facets of water supply and water conservation; however, the Yucaipa Valley Water District believes considerable focus should also be placed on public engagement and facilitation of the Proposition 218 process for setting water rates and fees, water quality reporting, graphic design, and media production. The approach should also include outreach and education, including but not limited to public service announcements, fliers, newsletters, workshops, social media, video and photos, website, and other public relations mediums to encourage water use efficiency and a better understanding of the Yucaipa Valley Water District.

Tasks to support objectives of the public relations and outreach program should include but are not limited to the following:

Communication Services

- Plan and implement a program to gain and enhance the District's presence involving:
 Social media:
 - Website refresh and upgrades;
 - Video clips;
 - Summary of the District's operations;
 - Historical information; and
- Develop news releases, media advisories, articles, website content and fact sheets for District events, initiatives, projects, and services.
- Develop a series of new customer on-boarding engagement email messages and content about the District services, meetings, and service options.
- Develop a communication strategy, electronic material, and mailing notices in compliance of Proposition 218 based on draft rate adjustments provided by District.
- Prepare, develop, and produce up to twenty-four (24) three-minute videos about the following services and activities by the District:
 - Brine disposal;
 - Cross-connection needs and issues;
 - Dual-plumbing requirements for new homes;
 - Emergency preparedness;
 - Environmental protection;
 - General water issues;
 - Geographical Information Systems (GIS);
 - Operations and maintenance activities;
 - Recycled water fill station;
 - Recycled water recharge;
 - Recycled water;
 - Reverse osmosis needs and opportunities;
 - o Science, technology, engineering, and math (STEM) in the water/sewer industry;
 - Sewer collection;
 - Sewer treatment;
 - State Water Project partners (SBVMWD and SGPWA);

- Sustainability goals;
- Water supply sources; and
- Water/sewer operator certifications.
- An additional five videos may be requested for assorted topics during the fiscal year.
 - Videos to maintain the same theme, branding, color scheme in a raw and finished format.
 - Two videos are expected to be produced per month starting in January 2019.
- Develop and implement a communication strategy, material, and videos for informing and training recycled water customers that purchase or rent dual-plumbed homes.
- Provide crisis communication counsel as necessary
- Provide Spanish translation services for targeted communications pieces

Consultants are encouraged to reply in any way they deem necessary to show a uniqueness of approach; knowledge of the Yucaipa Valley Water District's service area and customer base; and a complete understanding of the complex issues associated with Proposition 218 process for setting rates and fees. Consultants are further encouraged to describe how they would assist the Yucaipa Valley Water District in accomplishing a successful customer outreach campaign that paves a favorable perception of the agency out into the future.

Special Considerations:

- 1. Yucaipa Valley Water District owns all rights to generated, produced draft and final materials in native file formats, including intellectual property rights.
- 2. All products will be provided in electronic formats.
- 3. This is a single-year effort ending in December 2019. The contract may be followed by two, one (1) year extensions in accordance with approved budgets and specific task approvals by the Board of Directors.

Proposal Requirements

- A. <u>Work Plan and Methodology</u> Describe the firm's approach to the project. The proposal should set forth a detailed work plan for completing tasks including a tentative schedule with milestones and product deliverables.
- B. <u>Project Staffing</u> Identify the Project Manager and responsibilities of each project team member. Provide a resume of each team member including relevant experience in conducting assessments of agencies responsible for public communication and outreach, especially on the local government level.

In the event of proposed staff changes, the District will require that replacement staff meet the same level of qualifications and equivalent rates as the staff submitted. The Yucaipa Valley Water District reserves the right to approve or reject replacements.

C. <u>Related Experience</u> - Describe recent and relevant experience of the firm in conducting communications assessments of water districts responsible for public communications, as

well as other major relevant projects within the past three years. Provide a minimum of three references including the name of the client, description of work done, dates of the project, primary client contact including the address and telephone number, name of the firm's Project Manager and members of the project team. Finalists will be asked to provide samples of public communication and citizen involvement studies completed by the firm in the past three years.

- D. <u>Proposed Cost</u> Provide the total cost for the project, including fees, reimbursables, and number of hours estimated to be spent on each major work task. The Yucaipa Valley Water District shall not, in any event, be liable for any pre-contractual expenses incurred by respondents in preparation of the proposals, and respondents shall not include any such expenses as part of their proposal. The Yucaipa Valley Water District shall also not be responsible for any associated fees with regard to insurance, licenses, or taxes.
- E. <u>Written Agreement</u> Should the proposer desire to take exception to any term or condition set forth in the RFP, said exception must be clearly identified in the response to the RFP. Selected consultant must be willing to enter into a written agreement with the Yucaipa Valley Water District to provide all services specified in the RFP. Consultant must also be able to secure appropriate professional insurance as required by the District.

Evaluation Process and Criteria

- A. Each respondent shall meet the requirements as stated in this request for proposal. Total bottom-line costs must be stated in your document. No additional "add-on" charges after the proposal opening will be allowed.
- B. Award criteria will include, but is not limited to:
 - Qualifications, capabilities, and experience of the firm and individuals performing the engagement.
 - Step by step approach to the engagement and detailed schedule for completion.
 - Completeness and responsiveness of the proposal submitted.
 - Reference verification.
 - All costs pertaining to the engagement including travel and miscellaneous expenses.
- C. The Yucaipa Valley Water District may waive any informality, irregularity, or error in a proposal or in the process for obtaining proposals.
- D. The Yucaipa Valley Water District reserves the right to reject any proposal submitted which is not in substantial compliance with the requirements set forth in the Request for Proposals.
- E. The Yucaipa Valley Water District reserves the right to reject all proposals and cancel the proposal process.

- F. The proposal deemed most advantageous to the Yucaipa Valley Water District will be awarded the contract (even though it may not be the proposal with the lowest proposed fee). The District reserves the right to select portions of the proposal based on the fee quoted for each major task.
- G. Determination of acceptance shall be based on the judgment of the District staff.

General Information and Requirements

- A. <u>Receiving Office</u>: Sealed proposals will be accepted until <u>Wednesday</u>, <u>2018 at</u> <u>2:00 pm</u> by Kathryn Hallberg, Implementation Manager, 12770 Second Street, Yucaipa, California 92399. Bid proposal envelopes must be sealed and clearly marked "Public Relations Proposal 1809xx". Late proposals will not be accepted. Facsimile responses will not be accepted. If the proposal is sent by overnight carrier, proposal is to be within a sealed envelope inside the overnight letter pack.
- B. <u>Rejection of Proposals</u>: The District reserves the right to accept or reject any or all proposals received as a result of this request. The District shall not be obligated to award a contract solely on the basis of any response made to this Request for Proposal, nor does District intend to, nor will it be obligated to pay for the information solicited or obtained.
- C. <u>Incurred Consultant Costs</u>: District will not be liable for any costs incurred by Consultants or other respondents to this Request for Bid Proposals, prior to issuance of an agreement, contract, or other similar acquisition documents.
- D. <u>Qualification</u>: The selected Consultant shall have a proven record of performing work of a similar nature to the project described for a minimum of three (3) years. The Consultant may be required to submit the names of three (3) references and include the name of the entity, contact person, telephone number and a brief description. Include an outline describing company's profile and ability to perform the work.
- E. <u>Other Provisions</u>: The Consultant shall list any other criteria or requirements to delineate responsibility for any additional items/tasks to be completed by either District or Consultant. These shall be in addition to those previously detailed or explained in this Request for Proposals.
- F. <u>Contract Terms</u>: If awarded the Contract, the undersigned agrees to start work on this project within fifteen (15) working days or as otherwise directed by the District Liaison (or designee) in accordance with these specifications.
- G. <u>Insurance</u>: The Consultant shall indemnify and hold harmless Yucaipa Valley Water District and all his officers, agents and employees' representatives all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Consultants or their employees or by or in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the work or by or on account of any act or omission, neglect, or misconduct of the said Consultant.

Consultant, at their expense, must maintain during the term of any subsequent contract the following insurance:

- Broad form General Liability Insurance (occurrence basis only) with minimum limits of \$1 million dollars per occurrence and \$1 million dollars aggregate.
- Workers' Compensation and Employer's Liability Insurance, California statutory limits of liability.
- Each Consultant shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed at the site of the project and, in case any of the work is sublet, the Consultant shall require the sub-Consultant to provide such insurance. Proof of compliance with the Workers' Compensation Laws and Social Security Laws shall be filed with and kept in full force and effect on file with the County at all times, until all the work on the project provided to be done under this contract has been fully and finally completed. This shall be an absolute responsibility and duty of the Consultant, who agrees to indemnify and save harmless the County from any contributions or taxes or liability thereof.
- Comprehensive Automobile Liability (including hired and non-owned vehicles) with California no-fault coverage, with minimum limits for bodily injury of \$500,000 each person and \$1 million dollars each accident and with minimum limits for property damage of \$500,000 each accident.

Insurance policies must name the Consultant as the insured, along with Yucaipa Valley Water District as additional insured, and must not be canceled or materially changed without at least 30 days prior notice from the Consultant to Yucaipa Valley Water District. The Consultant must submit certificates evidencing the insurance to Yucaipa Valley Water District at the time the Consultant executes the contract, and at least 15 days prior to the expiration dates of expiring policies.

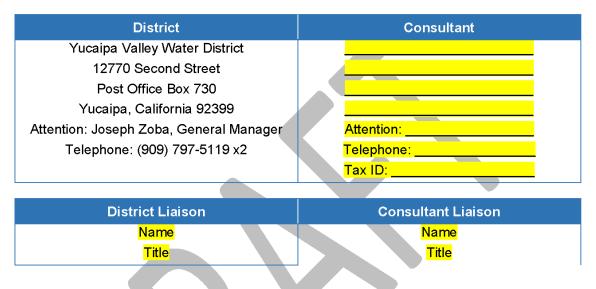
Certificates of Insurance acceptable to Yucaipa Valley Water District shall be filed with Yucaipa Valley Water District prior to commencement of the work. The Consultant agrees that its insurance carriers waive subrogation against Yucaipa Valley Water District, its agents, or employees with respect to any loss covered by the Consultant's insurance.

H. <u>Freedom of Information Act</u>: Information submitted in Consultant proposals becomes public information and as such is subject to public disclosure and review under the California Freedom of Information Act. Information contained in the Consultant's proposal which is company confidential must be clearly identified in the proposal itself.

- Exhibit A -

Professional Services Agreement for 2019 Public Relations and Outreach Services

This Professional Services Agreement ("Agreement") is entered into to be effective as of ______, 2018 ("Effective Date") by and between the following parties (sometimes referred to herein individually as "Party" and collectively as "Parties"):



NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

- 1. Scope of Work. Consultant agrees to furnish necessary professional and technical services to accomplish those elements outlined in the Scope of Work attached hereto as "Attachment A", and by this reference made a part of this Agreement.
 - A. The Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the Consultant under this Agreement, including the work performed by its Subconsultants. Where approval by the District is indicated, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the Consultant or its Subconsultants.
 - B. Consultant is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the standards of best engineering practice for clarity, uniformity, and completeness. In the event that work is not performed to the satisfaction of the District and does not conform to the requirements of this Agreement or any applicable industry standards, the Consultant shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services

within the timeframe specified by the District Liaison. The District may charge to Consultant all costs, expenses and damages associated with any such corrections or revisions.

- C. All drawings, figures, and other work shall be produced by Consultants and Subconsultants using the District standard software or software approved in writing. Electronic files shall be subject to an acceptance period of fourteen (14) calendar days during which the District shall perform appropriate acceptance tests. Consultant shall correct any discrepancies or errors detected and reported within the acceptance period at no additional cost to the District.
- D. All professional services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the District, its agents, and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the District. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the District, (b) subsequently becomes publicly known to the Consultant other than through disclosure by the District.
- 2. Compensation. Total compensation shall be paid to Consultant for services in accordance with the following provisions:
 - A. Total Compensation.

Total compensation shall be in an amount not to exceed (\$_____). Total compensation to Consultant including burdened labor (salaries plus benefits), overhead, profit, direct costs, and subconsultant(s) fees and costs shall not exceed the sum set forth in Attachment "B" - Fee Proposal.

Labor.

В.

As a portion of the total compensation to be paid to Consultant, the District shall pay to Consultant a sum equal to the burdened salaries (salaries plus benefits) actually paid by Consultant charged on an hourly-rate basis to this project and paid to the personnel of Consultant. Upon request of the District, Consultant shall provide the District with certified payroll records of all employees' work that is charged to this project.

C. Direct Costs.

The District shall pay to Consultant and Sub-Consultants the actual costs of permits and associated fees, travel, and licenses for an amount not to exceed the sum set forth in Attachment "B" - Fee Proposal. The District shall also pay to Consultant actual costs for equipment rentals, leases, or purchases with prior written approval of the District. Upon request, Consultant shall provide to the District receipts and other documentary records to support Consultant's request for reimbursement of these amounts. All incidental expenses shall be included in overhead pursuant to Section 2.A. above.

D. Limitation of Costs.

If, at any time, Consultant estimates the cost of performing the services described in Consultant's Proposal will exceed the not-to-exceed amount of the Agreement, including approved additional compensation, Consultant shall notify the District immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of the District's authorized representative shall be at Consultant's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the Consultant's invoice and monthly progress report. Failure to notify the District that the services cannot be completed within the authorized not-toexceed amount is a material breach of this Agreement.

E. Reallocation of Total Compensation.

The District, by its General Manager, shall have the right to approve a reallocation of the incremental amounts constituting the total compensation, provided that the total compensation is not increased.

3. Payment

A. Monthly Invoice.

Consultant shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period. Consultant shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. Consultant shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Audit Provisions as provided herein.

- B. If the District determines that the work under this Agreement or any specified project element hereunder, is incomplete and that the amount of payment is in excess of:
 - i. The amount considered by the District's Liaison to be adequate for the protection of the District; or
 - ii. The percentage of the work accomplished for each project element.

The District Liaison may, at the District's sole discretion, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for each project element or the project in its entirety.

- 4. California Department of Industrial Relations ("DIR") Registration and Record of Wages
 - A. To the extent Consultant's employees and/or subconsultants who will perform work for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Consultant

and subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

- B. The Consultant and subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776 and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a) (3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the Consultant and subconsultants shall furnish a copy of all certified payroll records to District and/or general public upon request, provided the public request is made through District, the Division of Apprenticeship Standards, or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The Consultant and subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

5. Insurance

A. General

ii.

- i. Insurance shall be issued and underwritten by insurance companies acceptable to the District.
 - Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the District will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the District's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the District will require Consultant to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to Consultant, by the District or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.
- B. General Liability

The Consultant shall maintain, during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage:

i. One Million Dollars (\$1,000,000) per occurrence with One Million Dollars (\$1,000,000) aggregate. Said insurance shall include coverage for the following hazards: broad form property damage, blanket contractual liability, independent Consultant liability, mobile equipment, owners and

Consultant protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s).

C. Umbrella Excess Liability

The minimum limits of general liability and Automotive Liability Insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automotive liability.

D. Automotive / Vehicle Liability Insurance

The Consultant shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000) or alternatively, One Million Dollars (\$1,000,000) per person for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Workers' Compensation Insurance

The Consultant shall provide such Workers' Compensation Insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of the District. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act claims.

F. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The policy shall not be cancelled until thirty (30) days after written notice is given to the District except for nonpayment of premium, which shall require not less than ten (10) days written notice to the District. Should there be changes in coverage or an increase in deductible or SIR amounts, the Consultant shall send to the District a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be received by the District as soon as practicable if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the District.

G. Subconsultants

The Consultant shall be responsible to establish insurance requirements for any Subconsultant hired by the Consultant. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant's operations and work.

H. Limits are Minimums

If the Consultant maintains higher limits than any minimums shown above, then District requires and shall be entitled to coverage for the higher limits maintained by Consultant.

6. Scope Changes.

In the event of a change in the Scope of Work, requested by District, the parties hereto shall execute an amendment to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional Consultant's fees.

7. Project Team and Subconsultants.

Consultant shall provide to District, prior to execution of this Agreement, the names and full description of all Subconsultants and Consultant's project team members anticipated to be used on this project by Consultant. Consultant shall include a description of the scope of work to be done by each Subconsultant and each Consultant's project team member. Consultant shall include the respective compensation amounts for Consultant and each Subconsultant on a per-project-element basis, broken down as indicated in Section 2 - Compensation.

8. Legal Relationship Between Parties

The legal relationship between the parties hereto is that of an independent Consultant and nothing herein shall be deemed to make Consultant an employee of the District.

9. Notices

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid. Notices shall be mailed to the District and Consultant as provided above.

All communication regarding the Scope of Work, will be addressed to the Project Liaison. Direction from other District's staff must be approved in writing by the District's Liaison prior to action from the Consultant.

10. Termination

The District may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to Consultant. In the event of such termination, Consultant shall be entitled to compensation for work performed on a prorated basis through and including

the effective date of termination.

Consultant shall be permitted to terminate this Agreement upon thirty (30) days written notice only if Consultant is not compensated for billed amounts in accordance with the provisions of this Agreement, when the same are due.

Notice of termination shall be mailed to the District and/or Consultant in accordance with the Notices provisions contained herein.

11. Documents and Study Materials

The documents and study materials for this project shall become the property of the District upon the termination or completion of the work. Consultant agrees to furnish to the District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement.

12. Compliance

Consultant certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

13. Agreement Execution Authorization

Both the District and Consultant do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute agreements for that party.

14. Dispute Resolution

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

15. Attorney's Fees, Costs and Necessary Disbursements

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

16. Progress Reports

Monthly progress reports shall be submitted for review by the tenth day of the following month and must include as a minimum:

- Current activities,
- Future activities,

- Potential items that are not included in the Scope of Work,
- Concerns and possible delays,
- Percentage of completion, and
- Budget status.

17. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense and with legal counsel approved by the District, which approval shall not be unreasonably withheld), protect and hold harmless the District and all of District's officers, directors, employees, Consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses including without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Consultants fees and costs and the District's general and administrative expenses (individually, a "Claim", or collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by Consultant in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of Consultant, its principals, officers, agents, employees, Consultant's suppliers, Consultants, subconsultants, subConsultants, and/or anyone employed directly or indirectly by any of them. Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from:

- A. The sole or active negligence or willful misconduct of the Indemnified Parties; or
- B. A natural disaster or other act of God, such as an earthquake; or
- C. The independent action of a third party who is neither one of the Indemnified Parties nor the Consultant, nor its principal, officer, agent, employee, nor Consultant's supplier, Consultant, subconsultant, subConsultant, nor anyone employed directly or indirectly by any of them.

The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

18. Force Majeure

Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

19. Independent Consultant.

- A. Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent Consultant and shall not be deemed in any way an agent, partner or joint venturer of the District. Consultant acknowledges and agrees that, as an independent Consultant, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.
- B. Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner or joint venturer of the District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of the District or any of its subsidiaries or affiliates. Consultant shall not obligate the District or any of its subsidiaries or affiliates to do any other act that would bind the District or any of its subsidiaries or affiliates in any manner.
- 20. Miscellaneous.
 - A. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.
 - B. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.
 - C. Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.
 - D. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement
 - E. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Venue for any suit, action or proceeding shall exist exclusively in the courts having jurisdiction over the County of San Bernardino.
 - F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
 - G. Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty

or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

- H. Amendment. Except as expressly provided otherwise herein, this Agreement may not be amended without the express written consent of both Parties.
- I. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- J. Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Project.
- K. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.
- L. Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

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

YUCAIPA VALLEY WA	FER DISTRICT	
Dated:	Ву:	
		, Board President
CONSULTANT		
Dated:	Ву:	
	Print Name:	

Print Title:

Attachment A - Scope of Work

Attachment B - Fee Proposal

Attachment C - Schedule

Yucaipa	Valley Water District Director Memorandum 18-129		
Date:	September 18, 2018		
Prepared By:	Joseph Zoba, General Manager		
Subject:Discussion Regarding Development Agreement No. 2018-12 for Tract Number 15195 (16 lots) - Yucaipa			
Recommendatio	n: That the Board authorize the Board President to execute Development Agreement No. 2018-12.		

The District staff is in the process of finalizing a development agreement for sewer service to sixteen lots as Tract No. 15195 in the City of Yucaipa.

Drinking water service to this project will be provided by South Mesa Mutual Water Company.



Yucaipa Valley Water District Development Agreement No. 2018-12 Page 1 of 15

AGREEMENT TO PROVIDE SEWER SERVICE TO TRACT NUMBER 15195 (16 LOTS) IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO

This Agreement is made and effective this _ day of September 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and ______("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-092	#65-196

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

District	Developer
Yucaipa Valley Water District	Wayne Simmons
12770 Second Street	
Post Office Box 730	
Yucaipa, California 92399	
Attention: Joseph Zoba, General Manager	Attention: Wayne Simmons
Telephone: (909) 797-5119 x2	Telephone:

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. 15195 - Lots 1 to 16	Yucaipa / San Bernardino

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 16 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 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.

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 2 of 15

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 sixteen (16) lots within Tract No. 15195. The Project is located in Yucaipa, California. The Project will receive sewer service from the District.
- B. Special Conditions. In addition to the General Construction Conditions attached hereto as Exhibit B, the following conditions, being contained herein, are hereby required by the District for the Developer to receive service for the Project.
 - 1. <u>Project Specific Drinking Water Conditions</u>: The Project will receive drinking water service from the South Mesa Mutual Water Company. The Developer shall provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Project.

The General Construction Conditions related to drinking water within Exhibit B are not applicable to this Project.

 <u>Project Specific Recycled Water Conditions</u>: The Project will not receive recycled water service from Yucaipa Valley Water District or South Mesa Mutual Water Company.

The General Construction Conditions related to drinking water within Exhibit B are not applicable to this Project.

- 3. <u>Project Specific Sewer Conditions</u>: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
 - a. The abandonment and/or relocation of existing sewer infrastructure may be required due to the proposed project design. Existing infrastructure will need to be protected with minimal interruption of service during construction of this project and revised easement widths may be required.
 - b. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed, pressure tested, and accepted by the District.
 - c. Developer shall pay all applicable rates, fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.
- 4. <u>Project Specific Stormwater Conditions.</u> The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, approved

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 3 of 15

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. <u>Project Specific Conditions.</u> The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
 - a. The District will not provide 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 and approved in writing by 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 prior to receiving occupancy.
 - d. Facilities located in easements shall be protected pursuant to District requirements.
- 6. Rates, Fees and Charges.
 - a. 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.
 - b. The Developer shall pay the sustainability fees based on the rates, fees, and charges in effect by the San Bernardino Valley Municipal Water District for seven acre-feet (7 acre-feet) of imported water prior to the issuance of building permits.
- 7. <u>Project Related Invoices</u>. Pursuant to Exhibit B Design and Construction Requirements, Section O, the Developer agrees to deposit funds in the amount of \$10,000 with the District 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 of \$3,000 in the Project Cash Account.
- 8. <u>Ownership; Operation and Maintenance</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 4 of 15

- 9. <u>Easements, Dedications, and Recorded Documentation</u>: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project.
- 10. <u>Annexation</u>. This Project is located within the service area of the District, so an annexation is not required.
- 11. <u>Annual Review of Construction Drawings</u>. 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. <u>Amendment</u>. 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. <u>Assignment</u>. This Agreement will not be assigned, whether in whole or in part by either Party.
- 14. <u>Term and Termination of Agreement</u>. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. Immediately, upon 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

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 5 of 15

Date	ed: By:		
		Jay Bogh, Board President	
DEV	ELOPER		
Date	ed: By:		
	Print Name:		
	Print Title:		
	Attachments	Status	
	Exhibit A - Proposed Development Concept	Included	
	Exhibit B - General Construction Conditions	Included	
	Exhibit C - Transfer of Overlying Water Rights	Not Included	

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 6 of 15

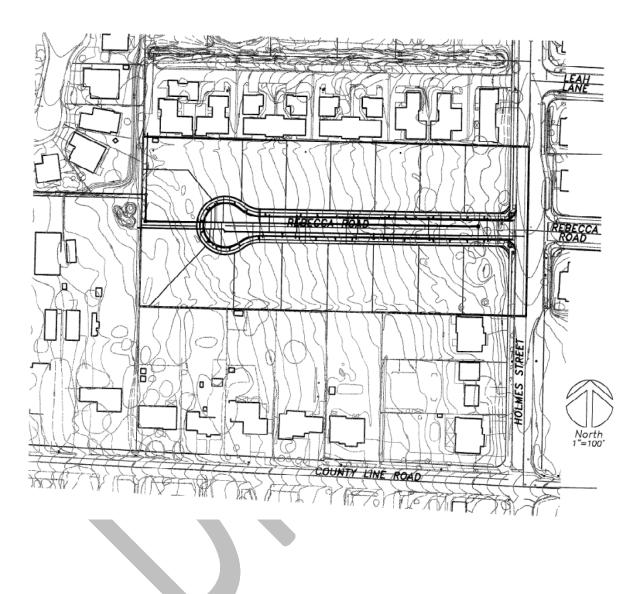


Exhibit A - Proposed Development Concept

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 7 of 15

Exhibit B - General Construction Conditions

DESIGN AND CONSTRUCTION

- A. <u>Licensed Professionals</u>. 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. <u>Plan Acceptance; Facility Acceptance</u>. 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. <u>Facility Inspection</u>. 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.
 - 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

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 8 of 15

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

- D. <u>Project Coordination and Designation of Developer's Representative</u>. 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. <u>District's Right to Complete Facilities</u>. 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. <u>Construction of Connections to District Facilities</u>. 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. <u>Compliance with Law and District Regulations</u>. 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. <u>Developer's Warranties</u>. 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

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 9 of 15

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

- I. <u>Testing and Disinfection</u>. 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. <u>Bond Requirements</u>. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
 - 1. <u>Performance and Warranty Bond</u>. 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 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. <u>Labor and Materials Payment Bond</u>. 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. <u>Miscellaneous Bond Requirements</u>. 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. <u>Title to Facilities and Right-of-Way</u>. 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

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 10 of 15

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

- L. <u>Risk of Loss</u>. 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. <u>Conditions Precedent to the Provision of Water and Sewer Service</u>. 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. <u>Developer Fees, Charges, Costs and Expenses</u>. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs, and expenses related to this Project.
- O. <u>Developer Cash Account Deposit</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 11 of 15

- 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. <u>Current Fees and Charges</u>. 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. <u>Sustainability Water</u>. 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. <u>San Gorgonio Pass Water Agency Facility Capacity Charges</u>. 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. <u>District Financial Participation; Credits</u>. 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. <u>Permits, Licenses and CEQA Documentation</u>. 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.

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

- 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. <u>Documents Furnished by the Developer</u>. 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	Prior to Setting Meter	
Numbers		
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		

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. <u>Indemnification and Hold Harmless</u>. 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 Parties intend the provisions of this indemnity provision 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

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 13 of 15

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. <u>Insurance</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-12 Page 14 of 15

- 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. <u>Status of the Parties</u>. 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. <u>Force Majeure</u>. 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. <u>Incorporation of Prior Agreements</u>. 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.

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

- AA. <u>Waiver</u>. 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. <u>Severance</u>. If any provision of this Agreement is determined to be void by any court of competent authority then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.
- CC. <u>Disclaimer</u>. 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. <u>Water Supply Availability</u>. 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. <u>Preparation of This Agreement</u>. This Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it.
- FF. <u>Alternative Dispute Resolution</u>. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION





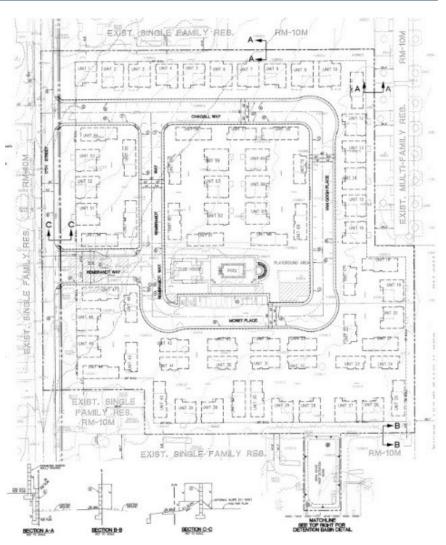
Date: September 18, 2018

- Prepared By: Joseph Zoba, General Manager
- Subject:Discussion Regarding Development Agreement No. 2018-14 for Tract
Number 18174 (70 lots) Yucaipa

Recommendation: That the Board authorize the Board President to execute Development Agreement No. 2018-14.

District staff is working together with Inland Development Company for the development of 70 detached condominium units on 9.67 acres on 17th Street between Avenue D and Avenue E. This project will be served sewer only by the Yucaipa Valley Water District by a single lateral connection in Avenue E. All on-site infrastructure will be installed by the Developer and maintained by the Home Owners Association.

Drinking water service to this project will be provided by Western Heights Mutual Water Company.



Yucaipa Valley Water District Development Agreement No. 2018-14 Page 1 of 16

AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER, AND SEWER SERVICE TO TENTATIVE TRACT NUMBER 18174 (70 LOTS) IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO

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

authorized to execute this Agreement:

Project File(s)	Work Order(s)
P-65-192	#65-192

For contractual issues, the Parties are represented by the following responsible individuals

District	Developer
Yucaipa Valley Water District	Inland Development Company
12770 Second Street	1232 Village Way, Suite A
Post Office Box 730	
Yucaipa, California 92399	Santa Ana, California 92705
Attention: Joseph Zoba, General Manager	Attention: Brandon J. LoCascio, President
Telephone: (909) 797-5119 x2	Telephone: (949) 940-6990
Email: jzoba@yvwd.us	Email: brandon@inlanddev.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	City / County
0301-061-03 0301-072-13 0301-072-17	Yucaipa / San Bernardino

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 70 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 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.

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 2 of 16

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the District agree as follows:

- A. Project Overview. The proposed development consists 70 detached housing units, clubhouse / pool and park area ("Project"). The Project is located on 17th Street between Avenue D and Avenue E, Yucaipa, California, Assessor Parcel Numbers 0301-061-03, 0301-072-13 and 0301-072-17. The project will receive sewer service only from the Yucaipa Valley Water District.
- B. Special Conditions. In addition to the General Construction Conditions attached hereto as Exhibit B, the following conditions, being contained herein, are hereby required by the District for the Developer to receive service for the Project.
 - 1. <u>Project Specific Drinking Water Conditions</u>: The Project will be served drinking water from Western Heights Mutual Water Company. The Developer shall provide approved drinking water plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Project.

The General Construction Conditions related to drinking water within Exhibit B are not applicable to this Project.

2. <u>Project Specific Recycled Water Conditions</u>: The Project will not receive recycled water service from Yucaipa Valley Water District or Western Heights Mutual Water Company.

The General Construction Conditions related to recycled water within Exhibit B are not applicable to this Project.

- 3. <u>Project Specific Sewer Conditions</u>: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
 - a. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed, pressure tested, and accepted by the District.
 - b. Developer shall pay all applicable rates, fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.
 - c. The Developer is responsible for the construction and permanent maintenance of all on-site sewer Facilities.
 - d. Monthly sewer charges for this project, as established and approved by the District Board of Directors, will be invoiced to the property owner as an annual

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 3 of 16

property tax lien or assessment pursuant to the Rules and Regulations of the District.

- 4. <u>Project Specific Stormwater Conditions.</u> The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, 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. <u>Project Specific Conditions.</u> The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
 - a. The District will not provide 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 and approved in writing by 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 prior to receiving occupancy.
 - d. Facilities located in easements shall be protected pursuant to District requirements.
- 6. Rates, Fees and Charges.
 - a. 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.
- 7. <u>Project Related Invoices</u>. Pursuant to Exhibit B Design and Construction Requirements, Section O, the Developer agrees to deposit funds in the amount of \$10,000 with the District 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 of \$3,000 in the Project Cash Account.
- 8. <u>Ownership; Operation and Maintenance</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 4 of 16

- 9. <u>Easements, Dedications, and Recorded Documentation</u>: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project.
- 10. <u>Annexation</u>. This Project is located within the service area of the District, so an annexation is not required.
- 11. <u>Annual Review of Construction Drawings</u>. 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. <u>Amendment</u>. 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. <u>Assignment</u>. This Agreement will not be assigned, whether in whole or in part by either Party.
- 14. <u>Term and Termination of Agreement</u>. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. Immediately, upon 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

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 5 of 16

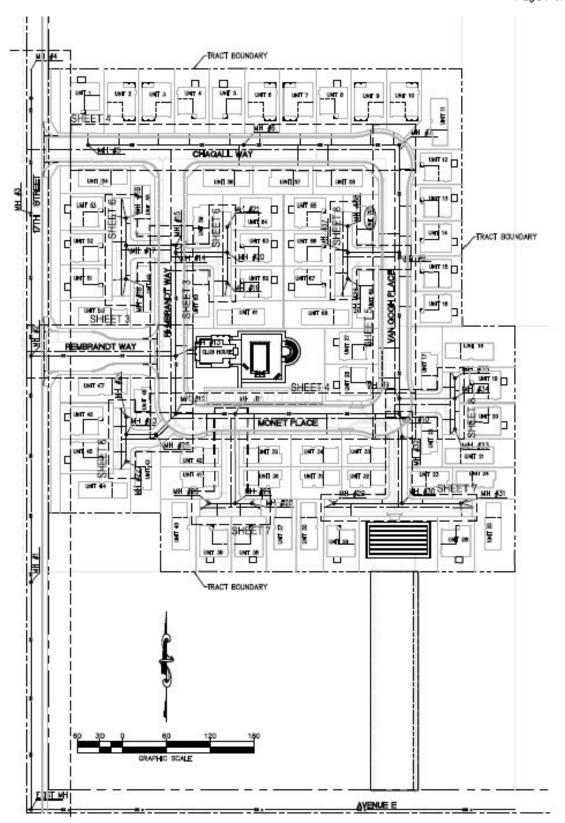
Date	ed: By:			
			Jay Bogh, Board President	
DEV	ELOPER			
Date	ed: By:			
Print Name:				
	Print Title:			
	Attachments		Status	
	Exhibit A - Proposed Development	: Concept	Included	
	Exhibit B - General Construction C	onditions	Included	
	Exhibit C - Transfer of Overlying W	/ater Rights	Not Included	

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 6 of 16

Exhibit A - Proposed Development Concept



Yucaipa Valley Water District Development Agreement No. 2018-14 Page 7 of 16



Yucaipa Valley Water District Development Agreement No. 2018-14 Page 8 of 16

Exhibit B - General Construction Conditions

DESIGN AND CONSTRUCTION

- A. <u>Licensed Professionals</u>. 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. <u>Plan Acceptance; Facility Acceptance</u>. 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. <u>Facility Inspection</u>. 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.
 - 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

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 9 of 16

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. <u>Project Coordination and Designation of Developer's Representative</u>. 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. <u>District's Right to Complete Facilities</u>. 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. <u>Construction of Connections to District Facilities</u>. 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. <u>Compliance with Law and District Regulations</u>. 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. <u>Developer's Warranties</u>. 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

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 10 of 16

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. <u>Testing and Disinfection</u>. 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. <u>Bond Requirements</u>. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
 - 1. <u>Performance and Warranty Bond</u>. 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. <u>Labor and Materials Payment Bond</u>. 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. <u>Miscellaneous Bond Requirements</u>. 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. <u>Title to Facilities and Right-of-Way</u>. 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

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 11 of 16

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

- L. <u>Risk of Loss</u>. 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. <u>Conditions Precedent to the Provision of Water and Sewer Service</u>. 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. <u>Developer Fees, Charges, Costs and Expenses</u>. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs and expenses related to this Project.
- O. <u>Developer Cash Account Deposit</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 12 of 16

- 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. <u>Current Fees and Charges</u>. 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. <u>Sustainability Water</u>. 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. <u>San Gorgonio Pass Water Agency Facility Capacity Charges</u>. 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. <u>District Financial Participation; Credits</u>. 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. <u>Permits, Licenses and CEQA Documentation</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 13 of 16

- 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. <u>Documents Furnished by the Developer</u>. 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	Prior to Setting Meter		
Numbers			
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			

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. <u>Indemnification and Hold Harmless</u>. 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

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 14 of 16

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. <u>Insurance</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 15 of 16

- 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. <u>Status of the Parties</u>. 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. <u>Force Majeure</u>. 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. <u>Incorporation of Prior Agreements</u>. 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.

Yucaipa Valley Water District Development Agreement No. 2018-14 Page 16 of 16

- AA. <u>Waiver</u>. 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. <u>Severance</u>. 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. <u>Disclaimer</u>. 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. <u>Water Supply Availability</u>. 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. <u>Preparation of This Agreement</u>. This Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it.
- FF. <u>Alternative Dispute Resolution</u>. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION

Yucaipa	Valley Water District	Director Memorandum 18-131
Date:	September 18, 2018	
Prepared By:	Kathryn Hallberg, Implementation Manager	
Subject:	Consideration of a Claim for Repair Costs Related to Water Main Break on Pendleton Road- Placencia	
Recommendatio	n: That the Board accep \$3,129.11.	ots the claim for an amount not to exceed

Yucaipa Valley Water District received a claim from Ernesto and Dora Placencia ("Claimant") for repair of their property due to a water line break on Pendleton Road and damage to the Claimants property on Holmes Drive on July 23, 2018. The Claimant stated due to the main line break on Pendleton Road water went through the property at around 5:00 a.m. The attached pictures detail the damage.

Yucaipa Valley Water District staff responded to the leak and referred the Claimants to the District Office to submit a claim. They did so on August 2, 2018. Attached is the receipt for the cost of \$768.11 to clean the pool that was damaged by the leak. Also attached are quotes for repair to the Claimants yard and replacement of outdoor rugs. The Claimant received multiple quotes to repair the damage to the grass area, those quotes are attached. The lowest cost to replace the damage to the grass area was quoted at \$2000.00. The cost to replace the outdoor rugs are also attached and total approximately \$361.00.

The District submitted the claim to the District insurance. The District insurance denied the claim on the basis that the water main break was not preventable by the District.

District Staff recommends acceptance and payment of the claim as the District accepts responsibility for the main break.

Financial Consideration

Based on the recommendation, the financial impact to the District would be \$3,129.11.

AUG 0 2 2018

YUCAIPA VALLEY WATER DISTRICT - CLAIM FORM

INSTRUCTIONS

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

Yucaipa Valley Water District

Attn: Claims Dept.

12770 2nd St

Yucaipa, Ca. 92399

(909) - 797-5937 FAX

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

Claims:

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

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

This claim form must be signed and dated.

Who is Responsible for Damages?

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

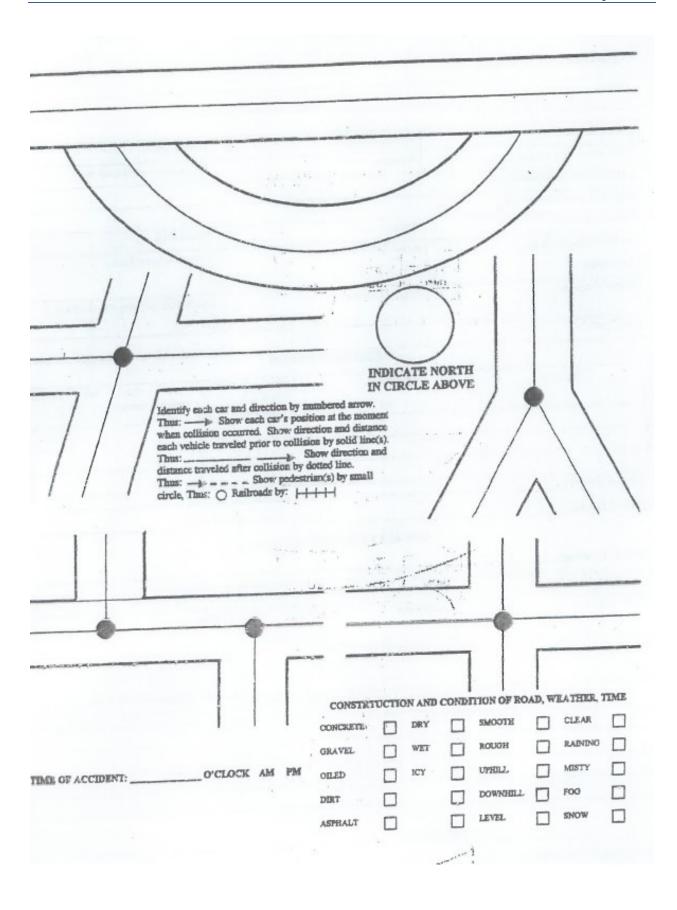
Determination of Responsibility and Payment if YVWD is at fault

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

Name Ernesto + Dona Placer	ncia	Clerks Date Stamp
Address 11641 Holmes ST- Phone(s) (909) 801-1571 or (909) 5	56-8600 5	
Business Home apa) 790-00	Message/Cell	
Business Home 909) 790-00 E-mail: dorahar mony @ yahoo.com	Venizon Net	
Address at time of loss/Incident:	h or cplacencia w	
Same as above		*This box is for Official Use only!
Description of Details: (Describe how the loss/incident occu	irred)	
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YVWD's involvement :(If possible, please identify employee	and/or department involved)	
YUCHIPA Valley Water	and the second	
Turren variey warter	C. L. S. L.	
Witnesses: (please pro	vide address and phone numbers)	
1. MARK+ Dana Chave 32	3.	
11633 Holmest		
YUCHIPA, CA 92399		
Property Damage (please describe the value and extent of th estimates, bills, or whatever documentation of damages you h	have)	
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Make: Model:	Year:License #	Inšuřance
Co Policy #:		
Where you injured?: No: 🔀 Yes: 🚺 (If yes please	e complete the following)	
Describe your injury (Identity your doctor(s)/Health care pro	wider(s)	
Are you still receiving Medical Treatment? No: 🕅 Ye	s:	
Employer:	Type of Work:	
Wage Loss? No: 🔀 Yes: 门 If Yes, rate of pay:		
e"I declare under penalty of perjury under the laws of the	e State of California that the forego	ing is true and correct"
7-21-18 YUCAIPA CA	Signatura Mara PI	
Date and Place (City and State)	Signature Schaflau	nico

Date:				/					
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Name of Your Insurance Co.		/							
Type of Insurance Carried	/	/							
Name of Driver:	Address:		P	hone No.:					
Relationship of Driver To Owner:	Driver's Date of Birt	h:	D	river's Lic	ense No.:				
Date of Accident:	Time: (AM / PM)		Lo	cation: (A	ddress No.	And Stre	eet)		
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 BATE
 SUMMARY

 I have the authority to order the work outlined above which has been satisfactorily completed. I agree that Seller retains title to equipment furnished until final payment is made. If payment is not made, Seller can remove said equipment at Seller's expense.
 TOTAL MATERIALS
 ON CONTROL OF CONTROL OF

LIMITED WARRANTY: All materials, parts & equipment are warranted by the manufacturers' or suppliers' written warranty only. All labor performed by Redlande Pool & Spa Center is warranted for 90 days or as otherwise indicated in writing. Redlands Pool & Spa Center makes no other warranties, and its technicians are not authorized to make any such warranties on behalf of Redlands Pool & Spa Center.

Speedy Lawn Care Service Francisco Segovia (Owner) Lic# 8815 763 Ave " L " Space # 1 Calimesa, CA 92320 (951) 306-7303 AUG \$3-2008 YULDAAPPAVALLEX WATER DIGETRICT

Home Owners:

Ernesto and Dora Placencia

11641 Holmes St.

Yucaipa, CA 92399 Home (909) 790-0012 Cell (909) 801-1571

Date: August 9, 2018

Proposal:

Remove all dirt from grass area in the upper garden and relocate some of the dirt back under solar panels

\$ 200.00

Remove damage grass due to mud overflow. Prepare area to plant sod. Approximately 800 sq. ft. About 1 ½ pallet + 1 scoop of Compose.

\$1,600.00

Unclog and clean all 6 drains in the garden area all the way to the street \$200.00

Labor included in the price: Total: \$ 2,000.00

Proposal

Advanced Landscape and Hydroseeding Inc.

Client Name: Project Name:	Dora Harmony 11641 Holmes Street		
Jobsite Address:	11641 Holmes Street Yucaipa, California 92399	Billing Address:	11641 Holmes Street Yucaipa, California
Estimate ID:	EST1007710		92399
Date:	Jul 26, 2018		

Thank you for inviting us to estimate your landscape construction or maintenance project!

Advanced landscape and Hydroseeding has been constructing and maintaining landscapes for 20+ years.

We install sprinklers, sod, plants, hydroseeding, artificial turf, concrete paver's and rock.

Remove all dif from grass area and relocate under panels \$639.20

Advanced Landscape will:

Remove all dirt from turf areas and over flow into planters.

All dirt will remain on site and will be relocated up solar panel area

Disturbed areas will be graded out for hydroseeding

clean all drains to the street. \$1,052.40

Advanced Landscope will:

Run water through all drains and unclog all drains to street outlets

We will also back pressure line to remove as many larger rocks and any debris that may have entered the drainage pipes

Hydroseed all disturbed grass area \$258.03

Advanced Landscape will:

Hydroseed (tall fescue) turf grass on to your (back yard)

Approximate square footage to be sprayed is (1,500 sqf)

Tall fescue seed will be applied at 10 - 12 lbs per 1,000 sqf

A well balanced fertilizer (15-15-15) will be applied within hydroseed mixture

Pob 1484

Redlands, CA 92373 11641 Holmes Street [EST1007710] p. 909.307.6056 f. 909.743.6727

www.HydroseedMe.net email: Info@hydroseedme.net Page 1 of 3

Hydroseeding Directions and Care for Turf

1-15 Days:

The golden rule for hydroseeding is to keep the ground moist for a minimum of 30 days, without producing puddles. During these 30 days germination will occur. The ideal times for watering are 9 a.m., 12 p.m. and 3 p.m. (do not water at night due to a high risk of producing fungi and mushrooms).

GROUND MUST STAY MOIST DURING DAYLIGHT HOURS

15 Days (optional):

Lightly ferfilize with a low nitrogen ferfilizer. (ex. Best 6-20-20 XB can be purchased at Site One).

30-45 Days:

First mowing takes place. Lawn should be mowed when 50% of area is 2" (inches) or taller. Mower must be sharp and free of debris. Continue mowing once per week. Cut back on watering to once per day after the first mowing. Morning watering is preferred.

60-90 Days:

Apply a good quality weed and feed that is approved for use on your grass or ground cover, DO NOT APPLY WEED AND FEED IF TEMPERATURE IS OVER 85 DEGREES

Common Mistakes

Allowing pets to urinate on the lawn as the ammonia from pet urine will stunt or kill the growth of grass in certain areas.

Under watering

Over watering

Applying harsh chemicals during heat of summer on new lawns will kill new grass

Notes:

Depending on your environment and (or) soil preparations, weeds may or may not appear.

If weeds grow in with the Hydroseed do not use a weed killer or weed and feed until lawn is mature enough to withstand the treatment.

Just mow weeds as you would your grass, once you apply weed and feed the will die off

After grass is established mowing height should be 3 1/4" to 4".

Fertilize 3-4 times annually with a good quality fertilizer. (Best brand 15-15-15)

Due to the differences in PH levels and compaction in soil, it is NOT uncommon to have areas that are slow in the germination process. Many of these areas will fill in once weekly mowing begins.

You must insure that slow germinating areas are not due to the lack of water

During cold weather or cooler overnight temperatures it may take longer to germinate your seed.

Hydroseed may splash on walls or sidewalks; this is also a regular occurrence and we do not recommend washing it off with water until grass has grown in Wait 1 day for Hydroseed to dry before beginning a watering program.

Subtotal

\$1,949.63

Pob 1484 Realiands, CA 92373 11641 Holmes Street [EST1007710]

p. 909.307.6056 f. 909.743.6727 www.HydroseedMe.net email: Info@hydroseedme.net Page 2 of 3

Yucaipa Valley Water District - September 18, 2018 - Page 116 of 169

	Taxes	\$0.00
	Estimate Total	\$1,949.63
Please note - It is the estimators job to suggest, recommend, or othe alleviate landscape issues or create designs. This written estimate rej regarding your project. Please read the estimate carefully as this writ what is written in this estimate. Like produce at the supermarket, seed and plant material prices may valid for 30 days. In the event that your project is delayed please fee provide an updated estimate at no charge	presents the final result of the (possibly) numerous dis itten estimate will be given to the installation crew to i	cussions mplement only
Estimate authorized by:	Estimate approved by:	
Company Representative Signature Date:	Customer Repr Signature Date:	esentative

Pob 1484 Redlands, CA 92373 11641 Holmes Street [EST1007710]

p. 909.307.6056 f. 909.743.6727

www.HydroseedMe.net email: Info@hydroseedme.net Page3 of 3

Proposal

Advanced Landscape and Hydroseeding Inc.

Client Name:	Dora	
Project Name:	11641 Holmes Street	
Jobsile Address;	11641 Holmes Street Yucaipa, California 92399 Billing Address: 11641 Holmes Street Yucaipa, 92399	California
Estimate ID:	EST1007710	
Date:	Aug 11, 2018	
	Thank you for inviting us to estimate your landscape construction or maintenance project!	
Advo	anced landscape and Hydrosseding has been constructing and maintaining landscapes for 20+ years.	
	We install sprinklers, sod, plants, hydroseeding, artificial turf, concrete paver's and rock.	
ŝemove al dit fre	om grass area and relocate under panels	\$639.20
1		9991.29
Advanced Landscap	e wil:	
Remove all dirt from t	luf areas and over flow into planters.	
All dirt will remain on a	site and will be relocated up solar panel area	
Disturbed areas will b	e graded out for hydroseeding	
siean all drains to	the sizes?	\$1,052.40
Advanced Landscap	e wit:	
Run water through all	drains and unclog all drains to street outlets	
We will also back pres	sure line to remove as many larger rocks and any debris that may have entered the drainage pipes	
\$0il prep for s36		\$1,496.35
Advanced Landscap	e uilt	1111000
	desired plant materials (it applicable)	
	aterials will be removed using string trimmers or lawn mowers and sod cutter	
	d from top of ground and discarded off site	
We will import 3 cubic	yards of topsoil/compost per 1,000 sqf for soil conditioning, this to create optimum soil conditions for sod o	r

Pob 1484 Recilands. CA 92373 11641 Holmes Street [EST1007710] p. 909.307.6056 f. 909.743.6727

www.HydroseedMe.net email: Info@hydroseedme.net Page 1 of 3

hydroseed installation

Once debris has been remove from area(s), the existing soil will be rotatiled together with topsoil/compost (if applicable)

A rough grade will be set over home owners new landscape areas

Soil will be compacted with a 50 gallon water barrel in order to compress and settle soils allowing for a more uniform rough grade

All edges along concrete structure will be set at 2" below top of concrete (if applicable)

Note :

- We do this because turf likes to be mowed at 3 1/4"- to 4" in height. If grade was set at concrete level home owner would see the unsightly crown of the grass instead of just leaf structure which is evergreen.

Install sod

\$1,822,43

Advanced landscape will:

Grade out new turf area with landscaping rakes to remove all rock 1/2" and larger

Water barrel to compact and compress soil so it may not sink once watering begins

install (1,300 sqf) tall fescue sod

Water barrel after sod is laid to compress sod to soil

Reprogram your inlgation time to optimum water for the first 7-10 days. Home owner will need to alter the watering times after the first 2 weeks.

-WATERING GUIDELINES FOR HEALTHY GRASS

WATER IS A PRECIOUS RESOURCE. IT IS VERY IMPORTANT TO WATER WISELY! You can be "green" and have your grass, too!

Newly planted sod needs to be watered much differently than established lawns. New sod must be watered more frequently for the first three weeks. For established lawns however, only water often enough to avoid will between irrigations.

Newly Planted Sod

Water 3 times daily in the summer and two times daily in the winter, during daylight hours. Soak the sod enough to keep the top three inches of soil along with the layer of sod constantly wet, but do not allow water to stand for long periods 20-30 minutes. When rooting has sufficiently developed(about 14 days) to prevent sod from being pulled from the soil, cut watering to once a day during summer and every other day in the winter. After 21 days water 2 to 3 times a week in the summer and every 3 to 10 days in the winter.

Check with your water district. They are usually allowing more water for new sod for 30 days to establish your lawn.

Pob 1484

Redlands, CA 92373

11641 Holmes Street [EST1007710]

p. 909.307.6056 f. 909.743.6727

www.HydroseedMe.net email: Info®hydroseedme.net Page 2 of 3 If you have a dry area or a blue-gray area (a sign of water stress), place like-size containers in that area and one in a green area. Water 15-30 minutes, then measure both containers in that area and one in a green area. Water 15-30 minutes, then measure both containers. If the dry area is not getting some amount of water, adjust the sprinkler heads.

Use several shallow containers such as tuna cans or margarine containers and space throughout the yard. Water until the containers fill to 1 inch. However long this takes is how long you should water established turf grass.

Subiolat	\$5,010.38
Topes	\$6.63
Estimate Yotal	\$5,017.01

Please note - It is the estimators job to suggest, recommend, or otherwise discuss a multitude of options and different scenarios to alleviate landscape issues or create designs. This written estimate represents the final result of the (possibly) numerous discussions regarding your project. Please read the estimate carefully as this written estimate will be given to the installation crew to implement only what is written in this estimate.

Like produce at the supermarket, seed and plant material prices may rise and fall as seasonal supply inventories are used. This estimate is valid for 30 days. In the event that your project is delayed please feel free to contact us we will do our best to hold your pricing or provide an updated estimate at no charge.

Estimate authorized by:

Estimate approved by:

Customer Representative

Signature Date:

Signature Date:

Company Representative

-

Pob 1484 Rediands, CA 92373 11641 Holmes Street [EST1007710] p. 909.307.6056 f. 909.743.6727

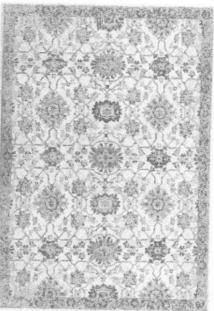
www.HydroseediMe.net email: Info@hydroseedme.net Page 3 of 3 Home Dynamix Dazaar Luminous Ivory & IL X 10 ft. Indoor Area Rug ... https://www.homedepot.com/p/Home-Dynamix-Bazaar-Luminous-Ivo.

Home / Flooring / Rugs / Area Rugs

Model # 1-220-100 Internet #206688253

Store SKU #1001725145

for Water Dept. estimate on Rugs



Share Save to Favorites

Home Dynamix

Bazaar Luminous Ivory 8 ft. x 10 ft. Indoor Area Rug

Print

☆☆☆☆183) Write a Review Questions & Answers (13)

- Versatile design will complement your living area
- Intended for indoor use
- Stain-resistant for extra protection

\$ 9700 /each

Choose Your Options



Shape, W x L: Rectangle, 7'10" x 10'2"

of 7

Home / Flooring / Rugs / Area Rugs Model # 557416 Internet #301381328 Store SKU #1002369986



Share Save to Favorites Print

Exclusive

Home Decorators Collection

Lucy Cream 5 ft. x 7 ft. Area Rug

★ ★ ★ ★ ★ (75) Write a Review Questions & Answers (10)

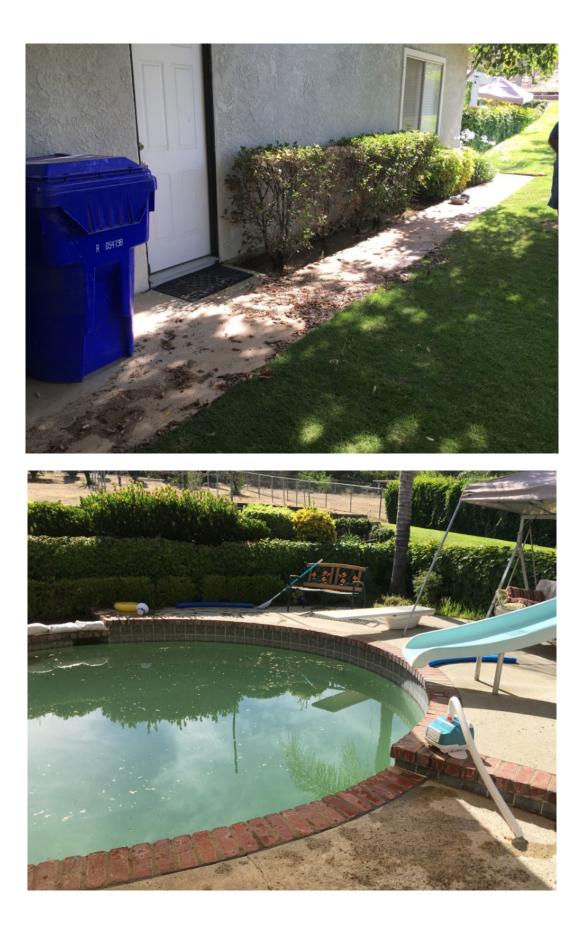
- · Features a sophisticated floral motif in nature-inspired shades
- · Polyester fibers offer natural stain resistance
- · Machine made for durability and value

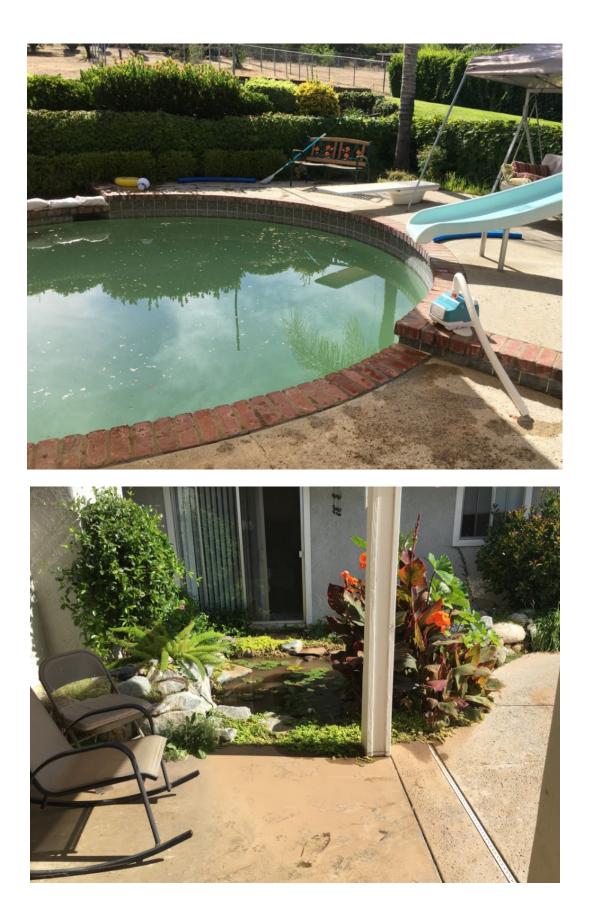
13700 \$ /each

Choose Your Options



















Director Memorandum 18-132

Recommendation:	That the Board denies the claim for damages based on the information
	that was provided.

Yucaipa Valley Water District received a claim from Mark and Dana Chavez ("Claimant") for repair of their property due to a water line break on Pendleton Road that caused damage to the Claimants property on Holmes Drive on July 23, 2018.

On July 23, 2018 the Claimant stated due to the main line break on Pendleton Rd. water went through the property at around 5 a.m. She was notified of the water going through her property by the fire department. The fire department broke bricks out of her planter area to route the water from going in the Claimants garage. The "Before Repair" pictures are attached to show the extent of the damage to the property.

Yucaipa Valley Water District staff responded to the leak and requested American Eagle Construction to repair the property for \$3178.00. The proposal and invoice from American Eagle Construction are attached.

The Claimant reported to the District she was not happy with the work or the quality of work by American Eagle Construction. She attached a list of the items that were damaged, or not repaired to her standards and what items were damaged due to the water and needed to be replaced. District staff returned to her property on August 27, 2018 to take pictures of the repairs and the Claimants complaints. The "After Repair" pictures are attached to show the work completed by American Eagle Construction.

District Staff recommends denial of the claim and referring the Claimant to the District insurance company.

Financial Consideration

Based on the recommendation, there is no financial impact to the District at this time.

YUCAIPA VALLEY WATER DISTRICT - CLAIM FORM

INSTRUCTIONS

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

Yucaipa Valley Water District

Attn: Claims Dept.

12770 2nd St

Yucaipa, Ca. 92399

(909) - 797-6381 FAX

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

<u>Claims:</u>

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

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

This claim form must be signed and dated.

Who is Responsible for Damages?

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

Determination of Responsibility and Payment if YVWD is at fault

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

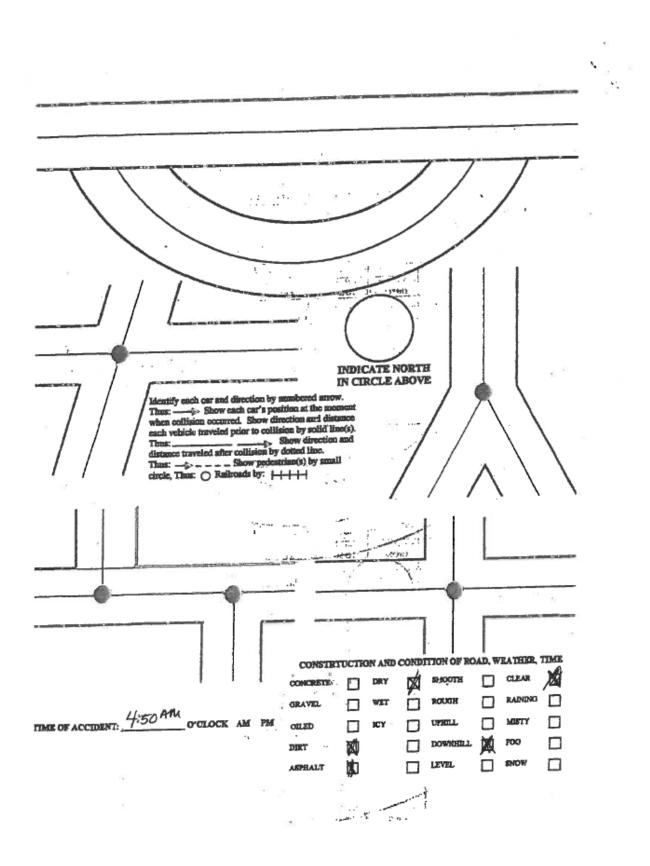
Name Dana ar	nd Mark C	havez			Clerks Date Stamp
Address 11633 Ho	olmes ST. 1	IUCAIP	à		
Phone(s)	,				
Business	Home		909 Message/Cell5	57-5499	
E-mail:					
Address at time of loss/In 11633 HOIMES	ST VUMIN	a			*This box is for Official Use only!
Description of Details: (De	scribe how the loss/inc	ident occur	red) atter Mai	n on Pen	dleton BARE The
Folge o Swater I a tig, garage, Plan Tooded with mud	an dawhill- Laes, grass. Ou L. Finden water	tomp f R drain 2-Jowr	roperty. Fla Gron praki ng we last e	pding My vard 10-11 lectricity	Backyard, Shed, ont of our street is due to unter hitti
(Attic) additional pages and y (Attic) additional pages additional pa	Profit documentations	staton	<u>froom and</u> <u>g to the 3</u> pol/or department in	Street.	nt lights. The water
Mike Rive	va - STr	eve			
	Witnesses: Ir	loare prové	de address and phor	a numbers)	
			- 1.		mail made
". Kobyn Shof	5eitt 2.111	616	undletor	3.909	184-1510
Property Damage (please of	escribe the value and e	extent of the	e damage to your ho	me, automobile	or personal property: (Attach
estimates, bills, or whatever					
-					
Make:	Model:		Year:	License #	Insurance
Co Policy #:	-				
Where you Injured?: No:	Yes: (I	f yes please	complete the follow	ring)	
Describe your injury (Ident	ity your doctor(s)/Heal	th care prov	/ider(s)		
Are you still receiving Med	ical Treatment? No:	Yes			
imployer:			Type of Work	:	
Wage Loss? No: Yes	If Yes, rate of pa	ау:			
"I declare under penalty	of perjury under the l	aws of the	State of California	that the foreg	oing is true and correct"
/ 14 Lu- 23, 2018	Aucasa,	CA		$\int $	Q_{\frown}
a star a star wild					

Date:				/			
Name of Owner of Your Vehicle:						_	
Model Year:	Make of Car:		1	ody Style:			
State and License No.	Mileage:	/					
Name of Your Insurance Co.	inneage.			Leased,	by Whom	Held	
Type of Insurance Carried	\searrow						
Name of Driver:							
	Address:			hone No.:			
Relationship of Driver	Driver's Date of Birth;		D	river's Lice	ense No.:		
To Owner:			_				
Date of Accident:	Time: (AM / PM)		1	ocation: (A	ddress No.	And Stre	et)
City- Town:	Stat	te:					
	OCCUPANTS OF	VEHICLE:					
Name	Address	Address Approx. Rel Age on		Your Vehicle	Other Vehicle	Ped.	Injured
	$\overline{}$						
		-					
Nature of injuries:							L
Where Treated:	N	ame of Trea	ating Phy	sician:			
	DAMAGE TO PROPERT	Y OF OTHE	RS				
Extent of Damage:							
f Auto, Make of Vehicle:	State and License #:		Dr	iver's Lice	nse #		
Owner's Name	Address:			Phone:			
				one.			
Driver's Name (if different)	Address:	Address:			Phone:		
	Witnesses, (Include occup	ant's of Vel	nicle)				
lame:	Address:			one:			
			-+	~			
			1				

Date:

Signature: _____

*Must Complete Back Page!



Water and mud damage related to 11633 Holmes St. Yucaipa, Ca

 Grass needs new sod due to heavy water, mud, rocks, and weeds brought down from flooding. Grass is no longer level.

Planters need clean fill dirt replaced to top level. PVC pipes above ground due to flooding. Replace dirt under boat tires.

Check and replace all broken sprinklers and make sure all are in working condition due to trying to level property.

4. Replace landscape rock in planters lost due to flooding.

5. Garage door frame needs to be replaced due to water and mud damage.

Metal shed needs to be replaced due to damage done by by contracted help from Yucaipa Water Valley Water. Make sure electrical works in shed due to water damage.

7. Two full size garage cabinets need to be replaced due to water damage.

8. Replace outdoor big patio carpet. Damage due to water and mud.

Refridgerator needs to to be replaced due to water and mud damage.

10. Replace a speaker music box rechargeable on wheels due to water and mud damage.

Armoire stored on back patio to be replaced due to water and mud damage.

Malibu lights replaced due to flooding need wires to be put in ground and brought to code.
 Also need more lighting replaced.

13. Remove all tumble weeds brought in by Yucaipa Valley Water at fence line day of flooding.

 All weeds were removed and sprayed one week pior to flooding. Due to water and mud property needs to be resprayed for weeds.

I would like help in paying my water bill due to clean up we did on our own.

16. Replace or fix all damage due to water or mud damage that may arise or unknown.

Jesse McCartney

From: Sent: To: Subject: Attachments: American Eagle Construction Inc <ameagleinc@hotmail.com> Monday, August 27, 2018 2:08 PM Jesse McCartney Invoice 4682 from American Eagle Construction Inv_4682_from_American_Eagle_Construction_30136.pdf

65-29964

American Eagle Construction

4682

Amount Due: \$3,178.00

Dear Customer :

Your invoice is attached.

Please remit payment at your earliest convenience. Thank you for your business - we appreciate it very much.

Sincerely,

American Eagle Construction 909-289-4092

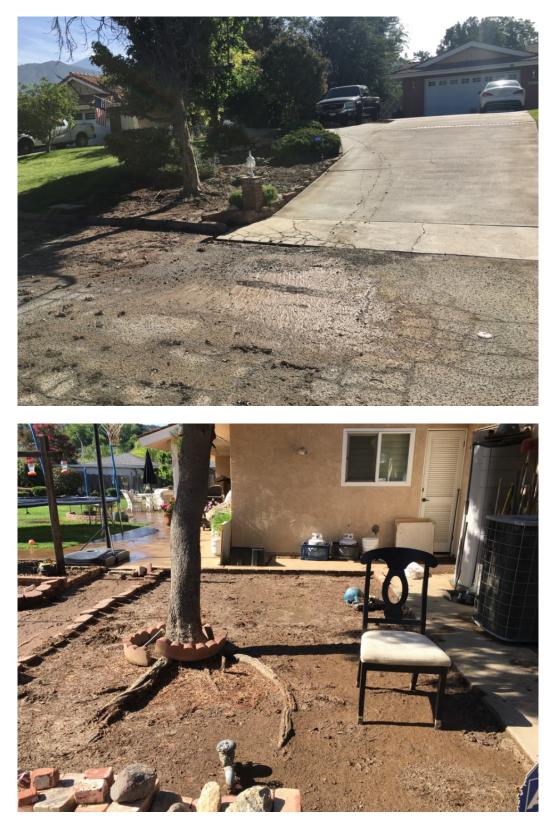
View & Pay Invoice

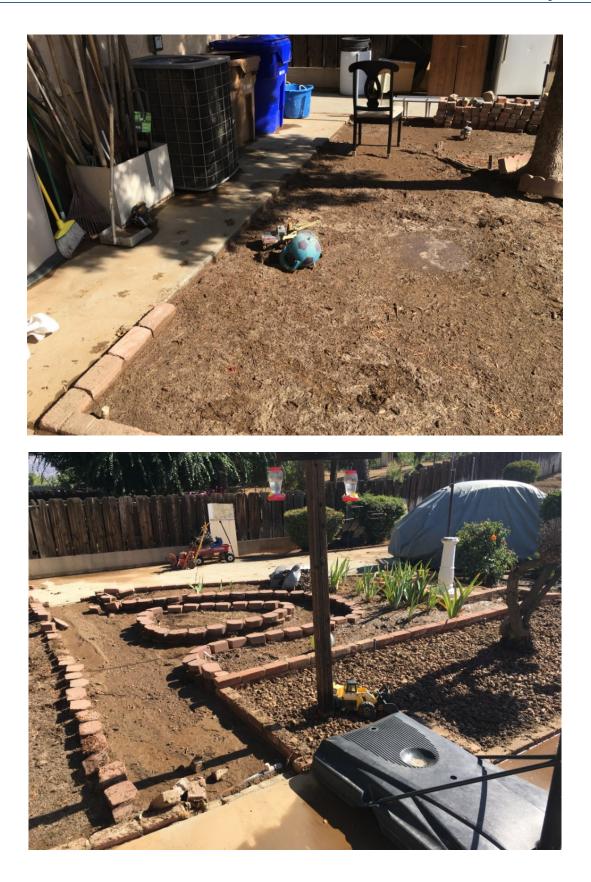
	(TE		
Droposal		Date	Estimate #
Proposal	AN/ FORMINIENALE	7/30/2018	8817
Yucaipa Valley Water	MERICANENER	Contractor shall warranty al	lisbor for 1 (One) year against
District	CONSTRUCTION	defects in workmanship. 30 structural defects. The mufa	(Ten-year) warranty on cturer's warranty will prevoil.
PO BOX 730	PO BOX 1609 YUCAIPA CA 92399	Any alteration, replacement, damage of work done by CD warranty, Normal wear and	WTRACTOR will void the
Yucaipa, CA	TRAVIS 951-283-0730 TMARTIN.AEC@AOL.COM HIS #95290 SP CSLB #878787		WINER or OWNER'S agent are
92399-0730	KENNY:909-289-4092 AMEAGLEINC@HOTMAIL.COM	<u> </u>	
DE	SCRIPTION OF WORK AND MATERIALS		Total
Proposal for water damage clean up at	11633 Holmes :		3,178.00
Price includes the following:			
yard. Includes rinsing rock planters. Re-install brick in 2 areas from water r Trouble shoot electrical in garage and	to back loot. Includes cleaning dirt out of grass, rocks and rake		
Total for above: = \$3178.00			

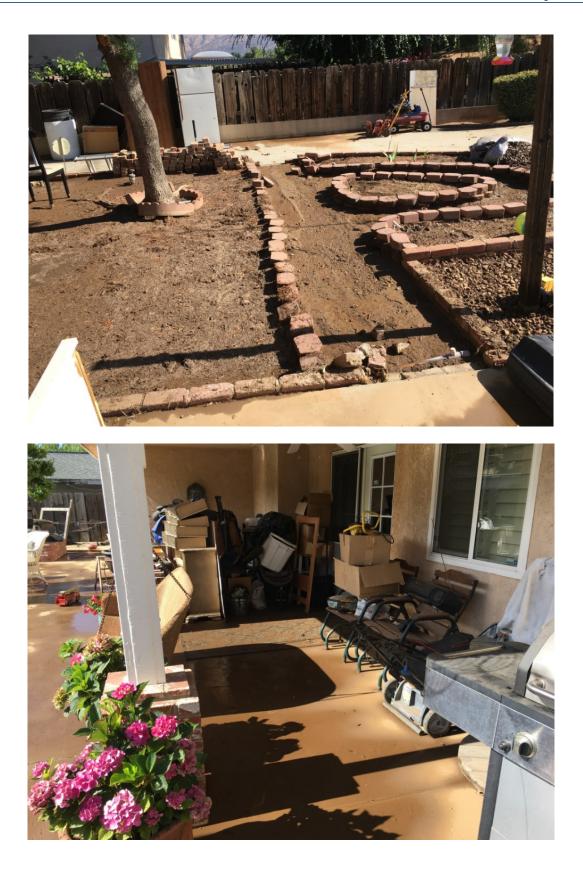
Initials

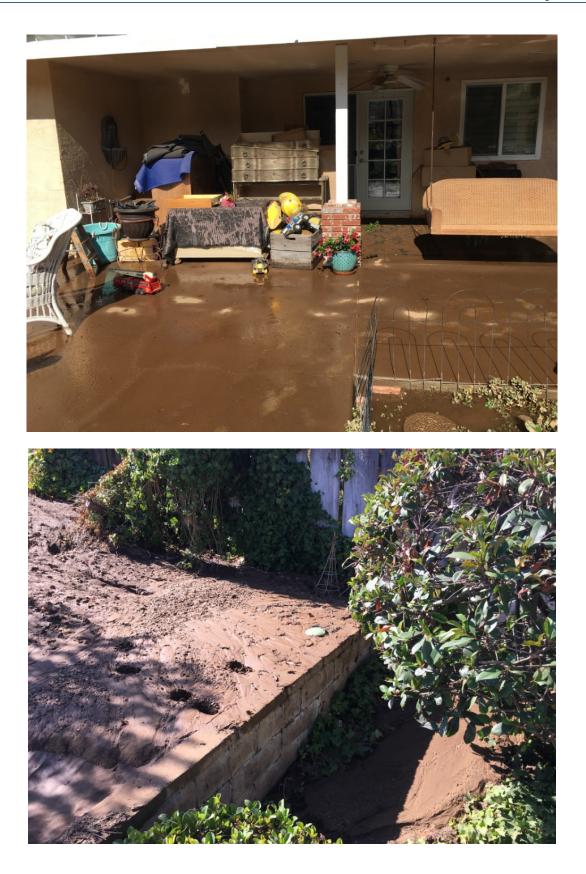
By signing the attached contract you agree it is approved & accepted. The terms, description of work and materials outlined in proposal and price are the entire agreement.

Before Repair



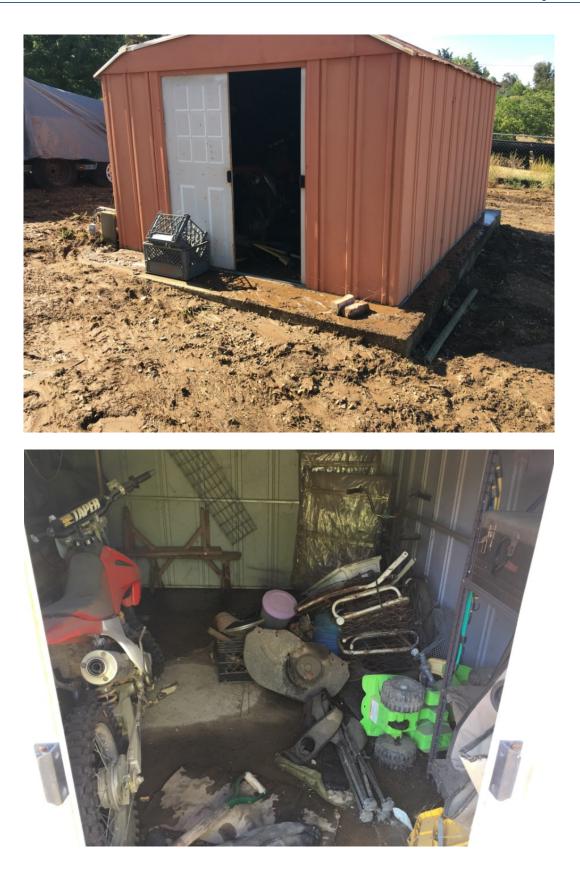












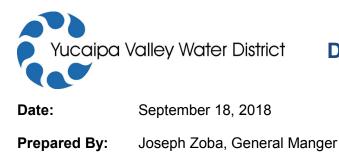


After Repair









Subject: Discussion Regarding the Draft 2018 Imported Water Rate Analysis for the San Gorgonio Pass Water Agency

Director Memorandum 18-125

Recommendation: Pending

On January 16, 2018, the San Gorgonio Pass Water Agency authorized David Taussig and Associates to proceed with the development of a water rate study for an amount of \$40,000.

On March 1, 2018, the San Gorgonio Pass Water Agency conducted their initial Water Rate Workshop to provide information about the process and receive input from the public about issues related to adjustments in the imported water rate.

On September 13, 2018, the San Gorgonio Pass Water Agency presented the preliminary results of a water rate model developed by David Taussig & Associates. The assumptions that are included in the model are provided on the following presentation slide from the meeting.

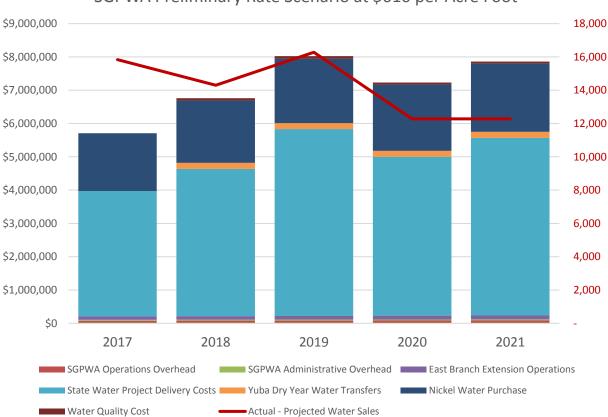
Water Rate Model Assumptions

- Model runs for three years 2019-2021
- Goal is to be revenue neutral over three years (no excess or shortage of cash)
- Rate recovers some costs encountered in 2018 but not included in current rate (Nickel water cost)
- Added water quality component based on summer 2018 events and costs
- Rate stabilization fund intended to keep rates stable even when revenues decrease (such as in a dry year)
- Ran several scenarios (allocation of Nickel water costs, rate escalation)
- Water rate and capacity fee will intersect. If capacity fee is higher, rate will be lower, and vice versa.

On September 13, 2018, the Agency staff and Consultant provided the following preliminary scenarios that show how water rates are likely to change from the existing imported water rate of \$309/acre foot. The units for the table below are \$ per acre foot.

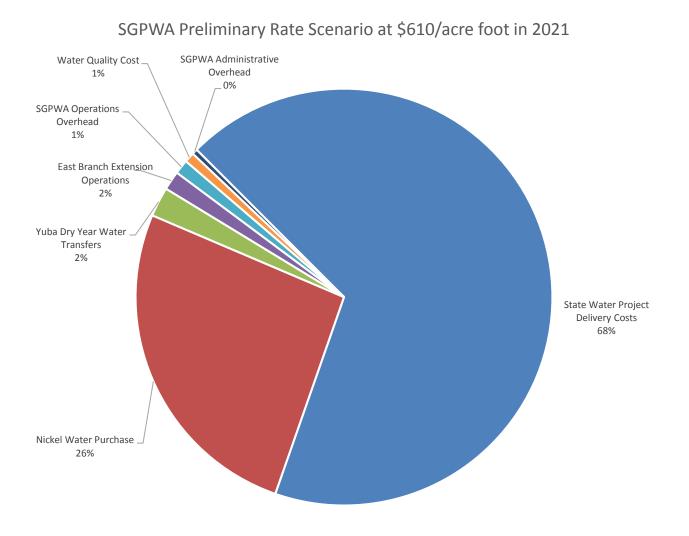
Model Run	2019	2020	2021
Constant rate, 100% of Nickel water on capacity fee	464	464	464
Constant rate, 50% of Nickel water on capacity fee	537	537	537
Constant rate, 0% of Nickel water on capacity fee	610	610	610
Gradually increasing rate, 100% of Nickel water on capacity fee	417	467	523
Gradually increasing rate, 50% of Nickel water on capacity fee	483	541	606
Gradually increasing rate, 0% of Nickel water on capacity fee	549	615	689

Details of the rate analysis for the "Constant Rate, 0% of Nickel Water on Capacity Fee" scenario are attached for your review and illustrated below.



SGPWA Preliminary Rate Scenario at \$610 per Acre Foot

Based on the data from this preliminary scenario, the most significant components in this proposed rate model in Calendar Year 2021 will be the State Water Project Delivery Costs (68%) and the Nickel Water Purchase (26%) making up 94% of the total imported water rate under this preliminary scenario.



From the District's staff perspective, the main points from the workshop on September 13, 2018 include:

- The San Gorgonio Pass Water Agency is interested in working with retail water customers and receiving input about the proposed rate at future meetings.
- There is a consensus that there will be uncertainty about the quantity of imported water available each year from the State Water Project. The amount of imported water available is beyond the control of the San Gorgonio Pass Water Agency since it is determined by the Department of Water Resources.
- The proposed imported water rate is likely to include the following components:
 - San Gorgonio Pass Water Agency Operational Overhead 50% of annual operations cost of one employee
 - San Gorgonio Pass Water Agency Administrative Overhead 5% of the annual administrative budget.

- East Branch Extension Operational Costs 50% of the annual overall expenses will be included in the imported water rate.
- Department of Water Resources Energy and Transmission Costs This is the largest component to the imported water rate and will likely include a projection of anticipated energy increases based on prior year data.
- Yuba Dry Year Transfers This cost component provides additional water supplies to the region.
- Nickel Water Supplies This cost component is the second most significant component and will be a factor in future rates for the remaining term of the contract (about 19 years).
- Water Quality Cost The cost for reducing algae in the State Water Project will likely be an ongoing expense.

To actively contribute to the rate setting process, the District staff would like to receive the following information and make the following requests to prepare for a future workshops with the San Gorgonio Pass Water Agency.

- The Yucaipa Valley Water District should request from the San Gorgonio Pass Water Agency, monthly invoices from the Department of Water Resources from January 2010 to current to evaluate the past trend of 12% annual increases in expenses from the Department of Water Resources.
- The spreadsheet model prepared by David Taussig & Associates should be expanded to include actual data from 2012, 2013, 2014, 2015, and 2016.
- The spreadsheet model prepared by David Taussig & Associates should be expended to include projected revenue and expenses for 2022, 2023, 2024, and 2025.
- The final rate spreadsheet should be made available to the retail water agencies so future expenses related to water supplies can be quickly analyzed to determine the impact on rates before agreements are executed.
- The San Gorgonio Pass Water Agency should consider conducting an annual review of the imported water rate spreadsheet at a public workshop to determine the future trends of likely imported water rate changes.

Excerpt from the San Gorgonio Pass Water Agency Meeting Minutes - January 16, 2018

A. Consideration and Possible Action to Award Consulting Contract for Water Rate Study to David Taussig & Associates (DTA): A staff report and a copy of the Scope of Work from DTA were included in the agenda packet. General Manager Davis stated that the topic of increasing the water rate was discussed with the Board at a number of different Board meetings; December 11th Engineering workshop was the last time this subject was discussed. At the Engineering workshop the Board directed staff to obtain a proposal for consideration of a nexus study for the purpose of developing a new water rate. The Board recognized that a number of new water deals that the Agency has entered into require additional revenues and expressed a desire to explore the possibility of including those costs in a new water rate. DTA has previously developed rate studies for the Agency. The proposal provided in the agenda packet includes attendance at up to five meetings. One or more of the meetings would be for DTA to present the preliminary and final report to stakeholders at workshops or public meetings. The time involved could be up to six months. The contract amount for the nexus study is \$40k; however it is possible that the Board

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San Gorgonio Pass Water Agency Board Meeting Minutes January 16, 2018 Page 3

> may make requests that are not included in the Scope of Work, which would incur additional costs. After discussion, Director Thompson made a motion, seconded by Director Duncan, authorizing staff to contract with DTA to perform a water rate nexus study and to begin work on adoption of a new water rate.

MEMORANDUM

TO:	Board of Directors
FROM:	General Manager
RE:	Contracting With Consultant to Review Water Rate
DATE:	January 16, 2018

Summary:

In 2017, the Board discussed water rates at Board meetings and workshops many times. The Board gave direction to Staff to revisit the Agency's water rate in 2018. The purpose of this proposed Board action is to decide if the Board wishes to hire a consultant to perform a nexus study that would lead to a new water rate.

Background:

In February 2009, the Board adopted a new water rate. The rate adopted by the Board went into effect that month, and the nexus study identified that that rate should be increased somewhat in July of that year. The rate set that month for July 2009 is still in effect today.

Detailed Report:

The Board discussions on the water rate in 2017 focused on what costs the Agency was attempting to recover in its 2009 water rate and what costs the Agency should try to recover in a new water rate. Having consummated a deal to procure additional water supplies in 2017, and having several more deals on the table that could be consummated in 2018, the Board will need to consider how to recover these costs, with the water rate being one distinct possibility.

Staff has received a proposal from David Taussig & Associates to perform the proposed work (enclosed in the agenda package). This is the same firm that developed the previous water rate and has worked with Agency staff over the past few years on a capacity fee as well. It wrote both the nexus study for the current water rate and the nexus study for the capacity fee, and has worked with staff on revising the amount of the capacity fee. The firm performs rate and financial studies for public agencies across Southern California.

Staff will review the proposal with the Board at the Board meeting. The proposal includes the cost of up to five public meetings. Staff will recommend that, early in the process, a workshop be held to invite input from the public and retail water agencies on what elements the water rate should include. The entire process of developing and adopting a rate structure must be completely transparent to the public.

Staff anticipates that the process will last at least six months. The proposal indicates that the cost is good for up to six months and that delays beyond that time could result in increased costs.

Fiscal Impact:

The Agency's General Fund budget for this year includes \$40,000 for a water rate study and an additional \$20,000 for water rate modeling. The modeling may or may not be required as part of this scope of work, depending on what the Board asks the consultant to do. In any case, funds are budgeted this year for this work, so the impact has already been factored in to the Agency's finances.

Recommendation:

Staff recommends that the Board authorize staff to contract with David Taussig and Associates to perform a water rate nexus study and to begin work on adoption of a new water rate.

DAVID TAUSSIG & ASSOCIATES

SCOPE OF WORK

Water Rate Study

The scope of work set forth below describes the various tasks and deliverables to be provided by DTA that will produce a reasonable and defensible water rate study. A key component of the rate calculation will be the funding of water conveyance facilities, groundwater recharge facilities and the purchase of additional water rights. The rate justification study will conform to the guidelines of AWWA Manual M1, <u>Principles of Water Rates</u>, Fees and Charges.

TASK NO. 1-FACILITIES AND COSTS

This task will determine the component of revenue needs related to capital facilities. Water conveyance, groundwater recharge and the purchase of additional water rights are the major capital facility items that will be considered

Subtask 1.1 - Facilities Costs

SGPWA and/or SGPWA consultants shall provide facility descriptions and costs for pipeline conveyance facilities, groundwater recharge systems, and other facilities needed to serve existing development.

Subtask 1.2 - Cost of Additional Water Rights

DTA will work with SGPWA to determine the "best guess" market price for the purchase of additional water rights on the secondary market.

TASK NO. 2 - IDENTIFY ALL OTHER REVENUE REQUIREMENTS

Subtask 2.1 - Existing Revenue Requirements

DTA will review and analyze historic financial and usage pattern information provided by the SGPWA including:

- Operating and maintenance expenses
- Debt service costs
- Capital expenditures funded directly from current revenues
- Reserve balances
- Other capital requirements
- Rate Stabilization Reserves

Subtask 2.2 - Future Revenue Requirements

DTA will work with SGPWA staff to provide a projection of revenue requirements over a five year period resulting from the items listed in Task 2.1 above.

TASK NO. 3 - COST ALLOCATION AND RATE DESIGN

As a wholesale water Agency, allocation methods and rate design is straight forward. The customer class is basically member retail agencies.

DAVID TAUSSIG & ASSOCIATES

Subtask 3.1 - Review Current Rate Structure

DTA shall review and summarize SGPWA current water rate structure and cost allocation methodology. Applicability to current and near future conditions will be evaluated. If appropriate, modifications or changes will be recommended

Subtask 3.2 - Review Water Demand Data

DTA will review historical water demand data, sales data and any other data upon which past costs were allocated. DTA will then work with SGPWA to provide a five year projection of water demand, based on historical data, demographic patterns and local entitlements.

Subtask 3.3 - Areas of Benefit

DTA will review the appropriateness of service sub-areas where costs v. benefits are not uniform across the district boundaries. Sub-areas may be determined by pressure zones, extend of distribution and storage requirements, reliability, demand diversity, etc.

Subtask 3.4 -- Allocate costs and Calculate Rate

DTA will calculate new rates based on the total cost of service determined from the above tasks distributed across projected demand variables. Commodity based and capacity based components can be used if consistent with the recommended rate structure.

TASK NO. 4 - PREPARE DRAFT AND FINAL ADMINISTRATIVE REPORTS

This task entails preparation of the draft and final Rate Study for consideration by SGPWA Board and member agencies.

Subtask 4.1 - Prepare Draft Rate Study for Comments

Based on the work completed in Task Nos. 1 through 3, DTA will prepare the Draft Rate Study. The report will include such items as i) cost of service summaries; ii) rate calculations; iii) projected cash flow tables; iv) proposed rate schedules; v) reserve analysis; vi) any other supporting documentation

Subtask 4.2 - Prepare Final Rate Study

After incorporating comments from SGPWA staff, DTA will submit the Final Rate Study for consideration by the SGPWA Board and its member agencies.

TASK NO. 5 - MEETINGS

DTA will attend up to five meetings as requested by Client. One or more of the meetings would be for DTA to present the preliminary and final report to stakeholders at workshops or public agency meetings as directed by SGPWA Staff.

DAVID TAUSSIG & ASSOCIATES

FEE SCHEDULE

DTA's proposed budget for the tasks listed in the Scope of Work described above is time and materials up to \$40,000. These tasks shall be billed according to actual hours worked at the rates shown below

HOURLY RATES					
MANAGING DIRECTOR	\$250/Hour				
VICE PRESIDENT	\$225/Hour				
MANAGER	\$200/Hour				
SR. ASSOCIATE	\$180/Hour				
ASSOCIATE	\$165/Hour				
SENIOR ANALYST	\$145/Hour				
ANALYST	\$125/Hour				
RESEARCH ASSISTANT	\$105/Hour				

Monthly progress payments will be made by Client upon presentation of invoice by Consultant providing details or services rendered and expenses incurred. At Client's request services in addition to those identified in the Scope of Work may be provided if the total fee required to complete Tasks 1 through 5 is less than the amount shown above. Alternatively, if the Scope of Work can be completed for less than the maximum amount, only the hours actually expended will be billed.

In addition to fees for services, Client shall reimburse Consultant for travel, copying, courier, facsimile, telephone expenses, data services, maps, clerical charges, administrative charges, and other out-of-pocket expenses, in an amount not to exceed \$1,000 for each fiscal year. Monthly progress payments shall be made by Client upon presentation of invoices by Consultant providing details of services rendered and expenses incurred.

Limitations

The preceding hourly rates apply for a 12 month period from execution of the Agreement and are subject to a cost-of-living and/or other appropriate increase every 12 months thereafter.

The maximum fee listed above assumes that the time between initiation of work and completion of all tasks in the Scope of Work is no longer than six (6) months. Any delays in the schedule beyond this timeframe may result in increased fees. In addition, an excessive number of meetings (more than five) may also require additional fees if the total fee has been exceeded. Lastly, unanticipated work related to data gathering may result in increased fees. Such additional fees shall be added to the "Total Fee" amounts listed above

2019 rate escalator Dnio Pass Water Aç	280 \$ 7 0.00 \$ 7 937 \$ 7 737 \$8;		\$ 106,382 \$ 109,573 \$ 112,861 \$ 116,246 \$ 119,734 \$ 8,536 \$ 8,792 \$ 9,056 \$ 9,328 \$ 9,607 \$ 367 \$ 378 \$ 9,056 \$ 9,328 \$ 9,607 \$ 13,695 \$ 114,106 \$ 114,529 \$ 114,965 \$ 15,414 \$ 24,365 \$ 1,41,106 \$ 14,529 \$ 14,965 \$ 15,414 \$ 24,365 \$ 1,822 \$ 1,47,29 \$ 14,965 \$ 15,414 \$ 24,365 \$ 1,822 \$ 1,47,965 \$ 15,414 \$ 25,624 \$ 27,423 \$ 17,69 \$ 1,827 \$ 1,877 \$ 1,933 \$ 1,991 \$ 1,991 \$ 155,695 \$ 1,822 \$ 1,877 \$ 1,933 \$ 1,991 \$ 1,991 \$ 155,695 \$ 160,366 \$ 165,177 \$ 170,132 \$ 175,236 \$ 155,695 \$ 80,183 \$ 82,588 \$ 8,0,666 \$ 87,618	\$ 387,663 \$ 399,293 \$ 411,272 \$ 423,610 \$ 436,318 \$ 26,153 \$ 26,938 \$ 27,746 \$ 28,578 \$ 29,435 \$ 2,191 \$ 2,257 \$ 2,324 \$ 2,394 \$ 2,3466 \$ 113,505 \$ 116,910 \$ 120,417 \$ 124,030 \$ 127,751 \$ 49,433 \$ 5,0316 \$ 5,2,443 \$ 5,4,017 \$ 55,637 \$ 49,433 \$ 5,3,643 \$ 5,4,017 \$ 55,637 \$ 5,5,637 \$ 3,537 \$ 5,3,433 \$ 5,2,443 \$ 5,4,017 \$ 55,637 \$ 49,433 \$ 5,4,33 \$ 3,752 \$ 3,865 \$ 3,981 \$ 4604 \$ 4,742 \$ 4,884 \$ 5,031 \$ 5,182 \$ 587,086 \$ 604,699 \$ 622,840 \$ 641,525 \$ 660,770	\$ 29,354 \$ 30,235 \$ 31,142 \$ 32,076 \$ 33,039 \$ 199,214 \$ 207,183 \$ 215,470 \$ 224,089 \$ 233,052 \$ 99,607 \$ 103,591 \$ 107,735 \$ 112,044 \$ 116,526	15,843 \$ 14,400 \$ 16,380 \$ 12,380 \$ 231 \$3300 \$336 \$376 \$376 \$	\$ 3,766,523 \$ 4,423,531 \$ 5,611,415 \$ 4,770,886 \$ 5,334,429 15,843 14,400 16,380 12,380 12,380 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 15,843 14,400 16,380 12,380 12,380 50 \$0 \$0 \$0 \$0 5 5 5 5 5	0 300 \$600 \$600 \$600 \$600 - \$ 180,000 \$ 180,000 1,700 1,700 1,700 \$1,021 \$ 1,869.985 \$ 1,931,581	\$ 2,049,985 \$ 2,111,581 \$ 2,169,528 \$ 2	n/a \$ 71,500 \$ 81,400 \$ 61,400 \$ 61,400 \$ 61,400 \$ 51,400 \$ 51,400 \$ 51,400 \$ 51,400 \$ 51,745,699	(589,096) \$ (2,122,394) \$2,012,674 \$1, 589,096 \$ 1,869,985 \$ 5,012,674 \$ 1, \$ 1,869,985 \$ 5,012,674 \$ 1, \$ 1,869,985 \$ 623,328) \$ (623,328) \$ (5,012,674) \$ 252,409 \$ (623,328) \$ (5,012,674) \$ (5,012,674) \$ (5,012,674)	\$ - \$0 \$1,136,937 \$885,452 \$7,224	\$ 265,000 \$ 12,591 \$ 265,000 \$ 265,000 \$ 252,409 \$ 252,409 \$ - 5 \$ - 5 \$ (252,409) \$ - 5 \$ - 5 \$ - 5 \$ (252,409) \$ - 5 \$ - 5 \$ - 5 \$ 12,591 \$ 265,000 \$ 265,000 \$ 265,000	5 1,869,985 \$ 1,869,985 \$ 1,246,657 \$ 623,328 5 - \$ (623,328) \$ (623,328) \$ (623,328)
2018 Rate Analysis For San Go study Year I.D.	Jar Year xpected Revenue	REVENUE REQUIREMENTS I. SGPWA OVERHEAD	SGPWA Operations Overhead Salaries Payroll Taxes Workman's Comp Insurance PERS Health Insurance Dental Insurance Dental Insurance Long Term Disability Insurance Long Term Disability Insurance total Operations Cost Allocated Rate Requirements at 50%	SGPWA Administrative Overhead Salaries Payroll Taxes Workman's Comp Insurance PERS Health Insurance Dental Insurance Long Term Disability Insurance Total Administrative Overhead	Total Administrative Overhead Allocated to Rate Requirements at 5% II. WATER DELIVERY COSTS: EBX Operations Amount Allocated to Rate Requirements at 50%	S n (\$ per Acre-ft) Transmission	Subtotal Water Delivery Cost (\$) III. WATER PURCHASE COSTS CALIFORNIA DEPT. OF WATER RESOURCES - Table A Water Amount Delivered (Acre-ft) Cost per Acre-Ft	****	Subtotal Water Purchase Cost (\$)	IV. Water Quality Cost at \$5 per acre-ft sold, TOTAL REVENUE REQUIREMENTS (\$) ¹	Fund (no repayment) ater Reserve Fund ¹ bilization Reserves dilization Reserves	OPERATING FUND ENDING BALANCE. ANY SURPLUS CARRIED FORWARD	RESERVES AND OTHER FUNDS - STATUS A. Rate Stabilization Reserve Balances Beginning Balance Repayment <i>from</i> Net Operating Revenue Transfers <i>to</i> Net Operating Revenue Ending Balance	B. Nickel Water Loan Fund Beginning Balance Repayments

For year 2018 only, the total revenue requirement summation includes \$1,869,985 purchase of nickel water. This purchase amount was covered by transfer from reserves for 2018 (Nickel Water Reserve Fund). This amount will be repaid in equal amounts from rate revenue in 2019 through 2021
 For years 2018 through 2021 Assume Agency's annual purchase amount is 300 ac-ft, however, due to losses in wheeling the actual amount sold is 200 ac-ft, reflected in the water sales line under "REVENUE"
 The total for year 2018 is the actual invoiced amount, which due to round off acuracy is slightly different than the product of the rate and the amount purchased

Board Reports



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Director Comments



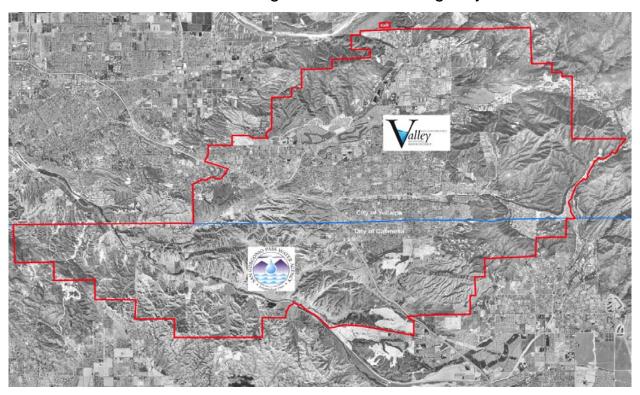
Yucaipa Valley Water District - September 18, 2018 - Page 161 of 169



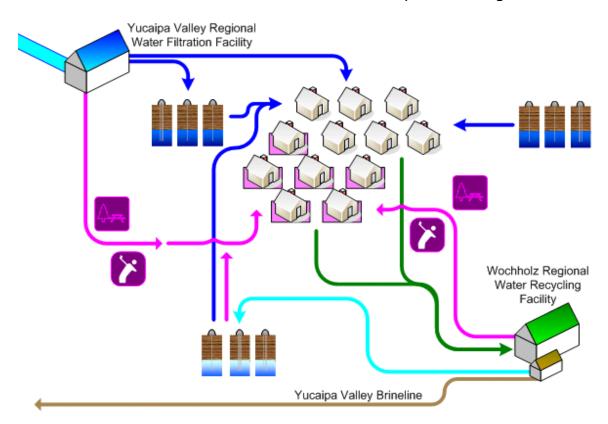
FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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 Employee	es: 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 plant1.108 million gallons of Inland Empire Brine Line capacity0.295 million gallons of treatment capacity in Orange County			

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



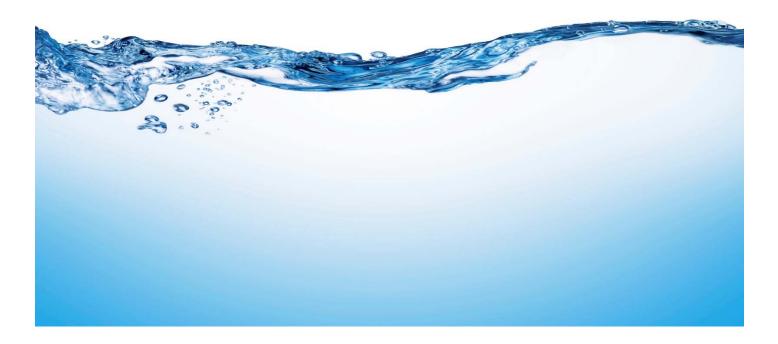
Sustainability Plan: A Strategic Plan for a Sustainable Future: The Integration and Preservation of Resources, adopted on August 20, 2008.





THE MEASUREMENT OF WATER PURITY

- **One part per hundred** is generally represented by the percent (%). This is equivalent to about fifteen minutes out of one day.
- **One part per thousand** denotes one part per 1000 parts. This is equivalent to about one and a half minutes out of one day.
- **One part per million** (**ppm**) denotes one part per 1,000,000 parts. This is equivalent to about 32 seconds out of a year.
- **One part per billion** (**ppb**) denotes one part per 1,000,000,000 parts. This is equivalent to about three seconds out of a century.
- **One part per trillion** (**ppt**) denotes one part per 1,000,000,000 parts. This is equivalent to about three seconds out of every hundred thousand years.
- **One part per quadrillion** (**ppq**) denotes one part per 1,000,000,000,000,000 parts. This is equivalent to about two and a half minutes out of the age of the Earth (4.5 billion years).





GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wastewater – Any water that enters the sanitary sewer.

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

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

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

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

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

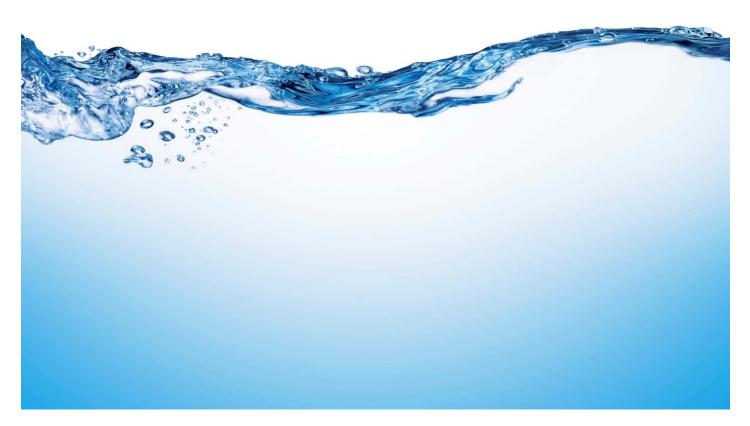
Water Table - The upper surface of the zone of saturation of groundwater in an unconfined aquifer.

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

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

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

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





COMMONLY USED ABBREVIATIONS

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