



Yucaipa Valley Water District

Notice and Agenda of a Board Workshop

Tuesday, July 30, 2019 at 4:00 p.m.

MEETING LOCATION: District Administration Building
12770 Second Street, Yucaipa

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

- I. **Call to Order** - Pledge of Allegiance
- II. **Public Comments** At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the meeting agenda.
- III. **Staff Report**
- IV. **Presentation**
 - A. Status Report on the Geotechnical Investigation of the Calimesa Lake and Recharge Facility [[Workshop Memorandum No. 19-129 - Page 6 of 135](#)]
- V. **Operational Updates**
 - A. Status Report on the Operational Status of the Wochholz Regional Water Recycling Facility [[Workshop Memorandum No. 19-130 - Page 9 of 135](#)]
 - B. Status Report on the Preparation of Updated Sewer Discharge Regulations [[Workshop Memorandum No. 19-131 - Page 11 of 135](#)]
 - C. Implementation of a Solar Energy Generation and Power Storage Project at the Yucaipa Valley Regional Water Filtration Facility [[Workshop Memorandum No. 19-132 - Page 12 of 135](#)]
 - D. Consideration to Replace Two Waste Sump Pumps at the Yucaipa Valley Regional Water Filtration Facility [[Workshop Memorandum No. 19-133 - Page 15 of 135](#)]

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

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

VI. Capital Improvement Projects

- A. Status Report on the Wildwood Canyon Road Sewer Mainline Extension Project [[Workshop Memorandum No. 19-134 - Page 17 of 135](#)]
- B. Overview of the 24-inch Drinking Water Pipeline Construction in Singleton Road / Bryant Street [[Workshop Memorandum No. 19-135 - Page 24 of 135](#)]
- C. Overview of the Fremont Street Water System Bypass for the Construction of Flood Control Facilities [[Workshop Memorandum No. 19-136 - Page 26 of 135](#)]
- D. Overview of the Calimesa Regional Recycled Water Conveyance Pipeline [[Workshop Memorandum No. 19-137 - Page 31 of 135](#)]
- E. Overview of Recent Water Mainline Replacement on Oak Grove Road, Yucaipa [[Workshop Memorandum No. 19-138 - Page 32 of 135](#)]

VII. Administrative Issues

- A. Proposed Amendments to Development Agreements for Drinking Water Pipeline Facility Fees for the Summerwind Development [[Workshop Memorandum No. 19-139 - Page 34 of 135](#)]
- B. Status Report on the Adoption of Resolution No. 2019-02 Amending Section 7 of the Rules and Regulations of the Beaumont Basin Watermaster [[Workshop Memorandum No. 19-140 - Page 35 of 135](#)]
- C. Overview of the Draft Memorandum of Agreement for the San Timoteo Groundwater Sustainability Agency [[Workshop Memorandum No. 19-141 - Page 50 of 135](#)]
- D. Discussion Regarding the Purchase of a Walk Behind Forklift for Use at the District Administrative Warehouse [[Workshop Memorandum No. 19-142 - Page 67 of 135](#)]
- E. Presentation of Budget Adjustments for Fiscal Year 2018-19 [[Workshop Memorandum No. 19-143 - Page 75 of 135](#)]
- F. Overview of the Statewide Community Infrastructure Program for the Construction of Various District Facilities and Review of a Draft Resolution for Reimbursement of Project Expenditures [[Workshop Memorandum No. 19-144 - Page 86 of 135](#)]
- G. Overview of Future Budget Concepts and the Draft Rate Model for the Drinking Water, Sewer, and Recycled Water Enterprises [[Workshop Memorandum No. 19-145 - Page 106 of 135](#)]
- H. Donation of Surplus Laboratory Equipment to Yucaipa High School [[Workshop Memorandum No. 19-146 - Page 107 of 135](#)]
- I. Renewal of a Brineline Easement - Canal Parcel License Agreement with the City of Riverside [[Workshop Memorandum No. 19-147 - Page 108 of 135](#)]
- J. Overview of the Proposed Tax Rate by the San Gorgonio Pass Water Agency for Fiscal Year 2019-20 [[Workshop Memorandum No. 19-148 - Page 124 of 135](#)]

VIII. Director Comments**IX. Announcements**

- A. August 6, 2019 at 6:00 p.m. - Board Meeting
- B. August 13, 2019 at 4:00 p.m. - Board Workshop
- C. August 20, 2019 at 6:00 p.m. - Board Meeting
- D. August 27, 2019 at 4:00 p.m. - Board Workshop
- E. September 3, 2019 at 6:00 p.m. - Board Meeting
- F. September 10, 2019 at 4:00 p.m. - Board Workshop
- G. September 17, 2019 at 6:00 p.m. - Board Meeting

- H. September 24, 2019 at 4:00 p.m. - Board Workshop
- I. October 1, 2019 at 6:00 p.m. - Board Meeting
- J. October 8, 2019 at 4:00 p.m. - Board Workshop
- K. October 15, 2019 at 6:00 p.m. - Board Meeting
- L. October 29, 2019 at 4:00 p.m. - Board Workshop

X. Closed Session

- A. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9) - One Case

XI. Adjournment

Staff Report



Yucaipa Valley Water District

Presentations



Yucaipa Valley Water District



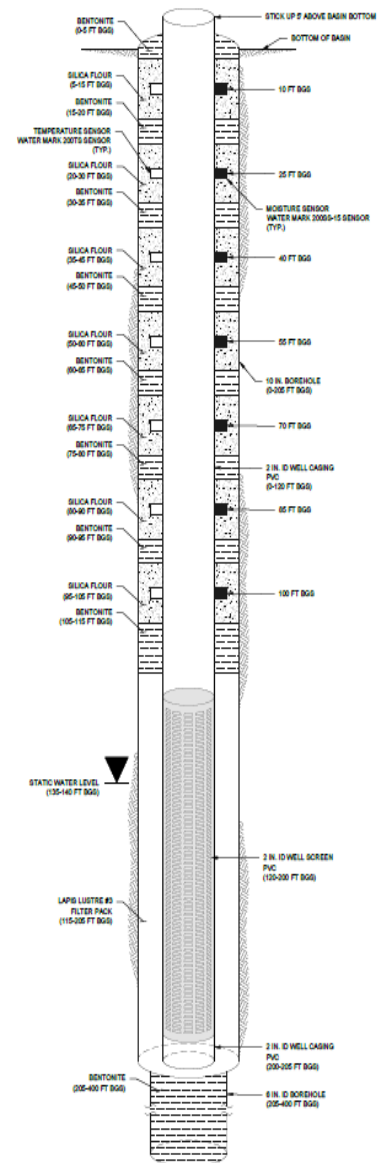
Date: July 30, 2019

From: Joseph Zoba, General Manager

Subject: Status Report on the Geotechnical Investigation of the Calimesa Lake and Recharge Facility

On November 6, 2018, the Board of Directors authorized the General Manager to execute a contract with Geoscience to investigate the long-term infiltration rates in the western portion of the Beaumont Basin.

The District staff coordinated the construction of the 300 feet long and 75 feet wide recharge basin. The testing utilized special instrumentation designed to accurately measure changes in moisture and temperature at various depths at two separate locations to measure the rate of surface water infiltration into the groundwater basin.



PROPOSED VADOSE ZONE AND MONITORING INSTRUMENTATION LOCATION 1



On April 20, 2019, the initial test was stopped to re-evaluate the project due to slow infiltration. The District staff drained the basin, tested the soils in the basin, and removed additional soil from the basin to reach a more permeable layer of soil. Following the modifications to the basin, the District staff and Geoscience restarted the infiltration investigation.



The purpose of this workshop item is to provide the Board of Directors with an update on the status of the infiltration testing at the recharge basin.

Operational Updates



Yucaipa Valley Water District



Date: July 30, 2019

Prepared By: Charles Thomas, Operations Manager

Subject: Status Report on the Operational Status of the Wochholz Regional Water Recycling Facility

The District staff has been working diligently at the Wochholz Regional Water Recycling Facility to adjust the quantity of Kaldnes media to improve the biological treatment system. So far, the District staff has been able to make significant improvements to the biological processes at the treatment facility. The most significant improvements are a direct result of the capability of the treatment staff members to monitor and analyze the biological activity at the secondary treatment system.



The purpose of this workshop item is to provide an update on the status of the secondary treatment system.



From: "SCLE (Steve Leach)"
Date: July 22, 2019 at 12:06:42 PM PDT
To: Timothy Mackamul, Charles Thomas

Subject: possible trial

Tim,

I will send you the microexams later today for last week's visit. Everything looked good and I really believe removing the media is impacting the biomass in a positive way. That was the first time in >20 visits that I did not see a scum layer on the anoxic zones. The results and final numbers look great. You guys have done a very good job operating the plant.

While I was there, I talked with Charles about the dewatering. We are doing research trials with plants in Europe and the US using an enzyme blend to increase cake dryness and reduction of polymer addition. This is only a trial phase and we are running them to test concentrations with various sludges. There would be no cost at all to YVWD. The only thing we would need would be the cake dryness numbers and polymer addition rates. We would probably add the enzyme to the sludge holding tank. We have seen 2-3% increase in cake dryness and 15-20% drop in polymer addition. Again it is only a trial to see how the enzyme impacts certain sludges. At this point we have seen no negative impacts to sludge quality. It either works or has no impact. We have been running them at much larger facilities (Charlotte, Philadelphia, Duluth, Winchester) that operate 24/7 but, when I heard your dryness was less than 17% it might be worth a quick test. If you are interested, I can send more information but just wanted to see what you think. If not, no problem at all.

Have a great week
Steve

Best regards,

Steve Leach
Senior Staff Scientist

Novozymes Biologicals, Inc.



Date: July 30, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Status Report on the Preparation of Updated Sewer Discharge Regulations

The District staff is currently in the process of updating the Sewer Discharge Regulations to maximize the protection of the Wochholz Regional Water Recycling facility from substances that will impact the treatment process and potentially impact the direct potable reuse and indirect potable reuse projects.

The proposed regulations are expected to restrict the following discharges to the sewer collection system:

- Hauled Waste Discharges - This prohibition is associated with unknown substances and the inability and cost associated with the containment and testing of the unknown substances.
- Propylene Glycol - Propylene glycol is commonly used as a food additive or ingredient in many cosmetic and hygiene products, the chemical can be used but should not be discharged to the sewer system.
- Disposal of Human Remains via Water Cremation - As an alternative to flame cremation or burial of human remains, a new environmentally friendly option using strong alkaline solutions under high pressure dissolves humans and animals into liquid hydrolysate. Bones that are unaffected are crushed and returned to the family as “ashes”.
- Unknown Hauled Organic Wastes - Similar to hauled waste discharges, the proposed regulations will also ban the disposal of hauled organic wastes.

The implementation of an effective pretreatment program will help to reduce future wastewater treatment costs and compliance issues associated with the regulatory permits issued to the Yucaipa Valley Water District from the State Water Resources Control Board.



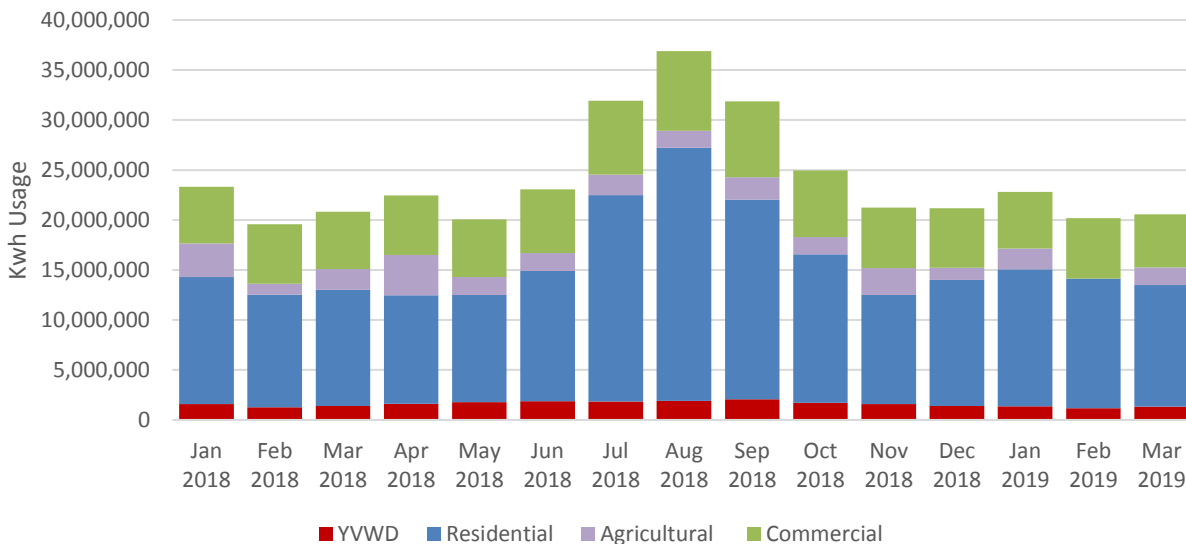
Date: July 30, 2019

From: Kathryn Hallberg, Implementation Manager

Subject: Implementation of a Solar Energy Generation and Power Storage Project at the Yucaipa Valley Regional Water Filtration Facility

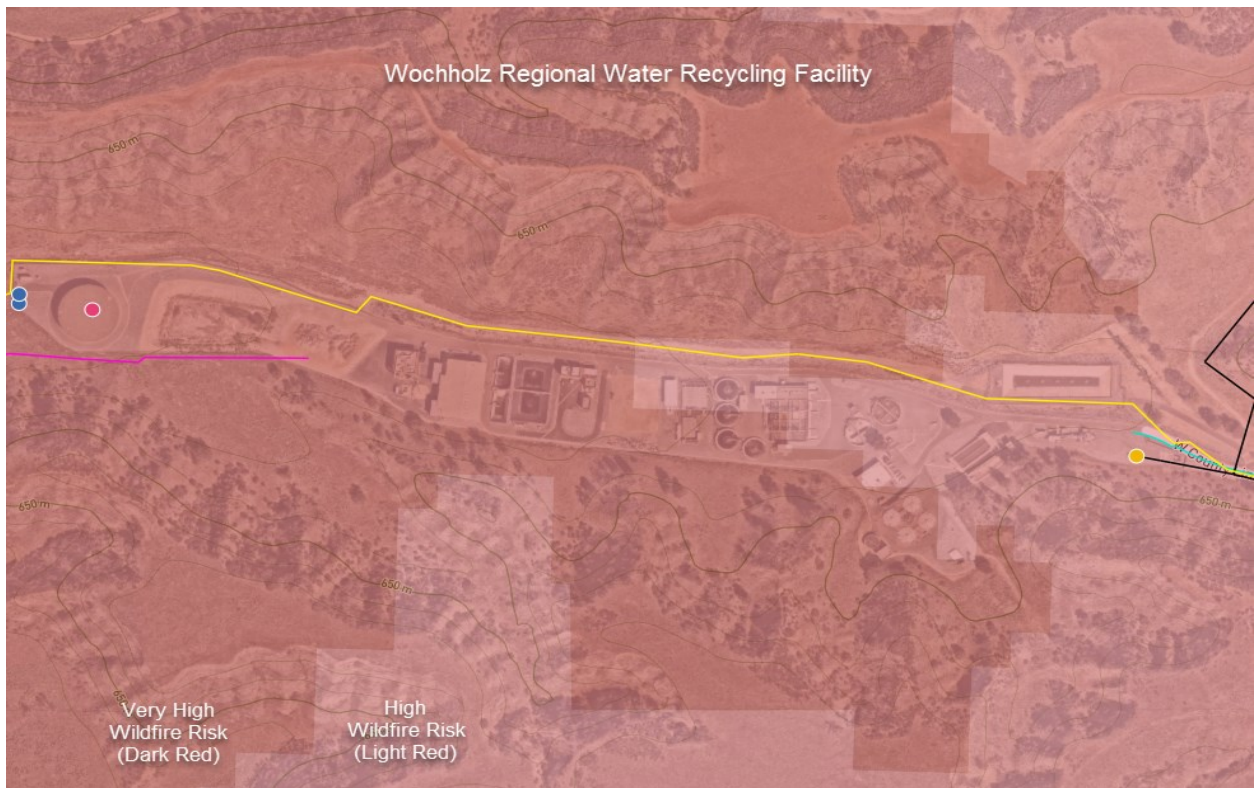
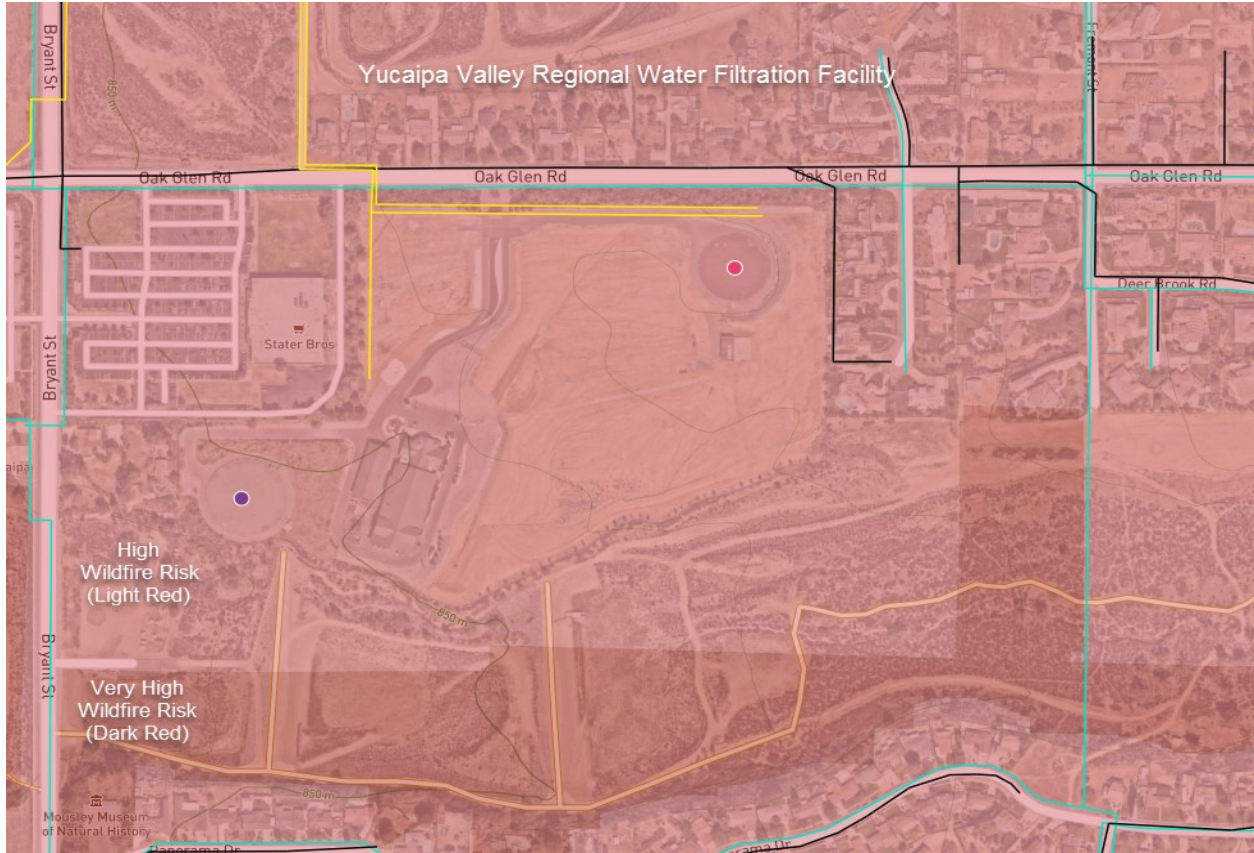
Yucaipa Valley Water District is interested in maximizing the use of cost-effective and reliable energy sources to ensure the community can rely on the District to provide high quality and affordable services. One of the largest operating costs of the District is the cost of electricity. The District consistently accounts for about 7% of the total power demands within our service area.

Southern California Edison Community Usage
(Power Demands for Zip Codes 92399 and 92320)



The District’s reliance on electricity from Southern California Electric (SCE) is crucial for our water and sewer operations, especially at the Yucaipa Valley Regional Water Filtration Facility (YVRWFF) and Wochholz Regional Water Recycling Facility (WRWRF).

SCE recently announced when there are extreme and potentially dangerous weather conditions, they may institute a Public Safety Power Shutoff (PSPS) event. During these events, SCE will proactively turn off power in high fire risk areas to reduce the threat of wildfires. SCE uses a tool called Fire Potential Index (FPI) to estimate wildfire potential based on actual weather and fuel conditions, as well as other variables to determine if a PSPS is needed. Both the YVRWFF and WRWRF are located in high fire hazard zones and are vulnerable to SCE’s power shutoff in the event of dangerous weather conditions. The PSPS policy from SCE leaves the District in a vulnerable position of the possibility of power shutdown for an extended period of time.



As a result, the District staff is identifying solutions to protect our facilities and the community from potential power outages that can affect District services. The YVRWFF has a large open space adjacent to the treatment facility that can be used for a solar field to reduce the cost of electricity and provide electricity in the event of a power outage or a PSPS.

District staff is interested in developing a Request for Proposal for the design and installation of solar cells and power (battery) storage at the YVRWFF. The RFP will help determine cost of the project and the power cost savings.



Financial Consideration:

The preparation of the RFP will not result in a material financial impact to the District. If a future power supply contract is approved by the Board of Directors, the financial impact would be discussed at that time and the contract would most likely be paid from infrastructure reserves [GL Account #10311].



Date: July 30, 2019

Prepared By: Mike Kostelecky, Operations Manager

Subject: Consideration to Replace Two Waste Sump Pumps at the Yucaipa Valley Regional Water Filtration Facility

The Clean in Place (CIP) Waste Sump at the Yucaipa Valley Regional Water Filtration Facility (YVRWFF) has a maximum capacity of 34,000 gallons and utilizes three 10 horsepower Fybroc pumps. This system is critical as it accepts the spent cleaning solutions and neutralizes the pH before sending it to the sanitary sewer.

At this time, during peak demand and higher temperatures, the YVRWFF effluent is 8 million gallons per day and the CIP waste sump is discharging 60,000 gallons to the sewer.

District staff is seeking three bids to replace two of the original pumps, numbers 1 and 3. Pump number 2 was rehabilitated in early 2018 and is currently working in an optimum fashion. There would be additional cost for the professional installation of the pumps.



At this time two bids have been received for the proposed work.

The purpose of this agenda item is to discuss procuring and installing two new Fybroc pumps matching the original design.

Financial Consideration

District staff is recommending purchasing the equipment from R.F. MacDonald Co. for a total of \$30,692.00. Funding for this equipment will be from the Water Fund, YVRWFF Operating Expenses, [GL Account #02-501-57040].

Capital Improvement Projects



Yucaipa Valley Water District



Date: July 30, 2019

From: Dustin Hochreiter, Senior Engineering Technician

Subject: Status Report on the Wildwood Canyon Road Sewer Mainline Extension Project

On June 18, 2019 at a regular Board Meeting, the Board of Directors awarded a construction contract for the Wildwood Canyon Sewer Project. District staff hosted a pre-construction meeting with the contractor, the City of Yucaipa, and the District's engineer on July 3, 2019. The construction started on July 8, 2019.

Emergency Short Term Repair Background: The District operates and maintains a gravity sewer line located south of Wildwood Canyon Road and west of the Wildwood Creek Basin. On February 18, 2019 District staff identified asset # WW-PIP-0295, the segment of sewer main line that is adjacent to Yucaipa Creek, was damaged due to storm water that had washed out the bedding of the sewer main line, leaving the pipe exposed, severing at a joint and causing a leak. The mid-February storm, that occurred from February 13-15, 2019 has been identified as CDAA 2019-02 by the Governor's Office of Emergency Services. The emergency repair due to incident CDAA 2019-02, has been completed and is temporarily suspended and restrained.

Long Term Solution - Project Description: Although the emergency temporary repair has been completed, a permanent relocation is required to mitigate future damage. The relocation project will include the installation a new 10" diameter segment of sewer mainline, approximately 1,300 linear feet long, in Wildwood Canyon Road to bypass the damaged segment of sewer. This installation will eliminate the need to make the additional repairs to the creek bedding and rock structure as the damaged segment of pipe will be removed from service but remain intact to allow for future use if necessary.

Traffic Control Coordination: District staff has coordinated with the City of Yucaipa regarding the detour for vehicular traffic on Wildwood Canyon Road during the construction work hours to provide a safe and efficient alternative to allowing traffic to enter the work area in the vicinity of a trench that will vary from 14-17 feet deep. The attached notice was mailed to residents in the area on June 26, 2019. In addition to the mailer, a message board placed on Wildwood Canyon Road to provide a reminder of the detour.

Financial Considerations: District staff attended the 2019 February Storm Event Applicants Briefing on June 5, 2019 and filed an initial application for the resulting storm damage of the incident (CDAA 2019-02) with California Governor's Office of Emergency Services. This funding reimbursement opportunity may cover up to 75% of the project costs. Depending on the result of the State funding, the remaining balance will be funded from Sewer Fund, Infrastructure Reserves [GL Account #03-000-10311] as there is sufficient funding available.



Notice of Temporary Road Closure & Detour

Wildwood Canyon Road - Holmes Street to Sycamore Lane
 Anticipated Weekday Detours from 8:30 am to 4:30 pm
 Construction Period: July 8, 2019 to August 2, 2019

Wildwood Canyon Road Sewer Project

The Yucaipa Valley Water District will be installing approximately 1,300 feet of new 10" sewer mainline in Wildwood Canyon Road from Holmes Street to Sycamore Lane. The construction activity is scheduled to begin on July 8, 2019 and is expected to continue until early August.



The construction of the sewer mainline will require the closure of Wildwood Canyon Road on weekdays from about 8:30 am to 4:30 pm. Traffic will be routed around the road closure. Residents in upper Wildwood Canyon heading to Interstate 10 are encouraged to use Mesa Grande Drive and County Line Road to reduce the traffic detoured onto Cherrywood Drive during the road closure.

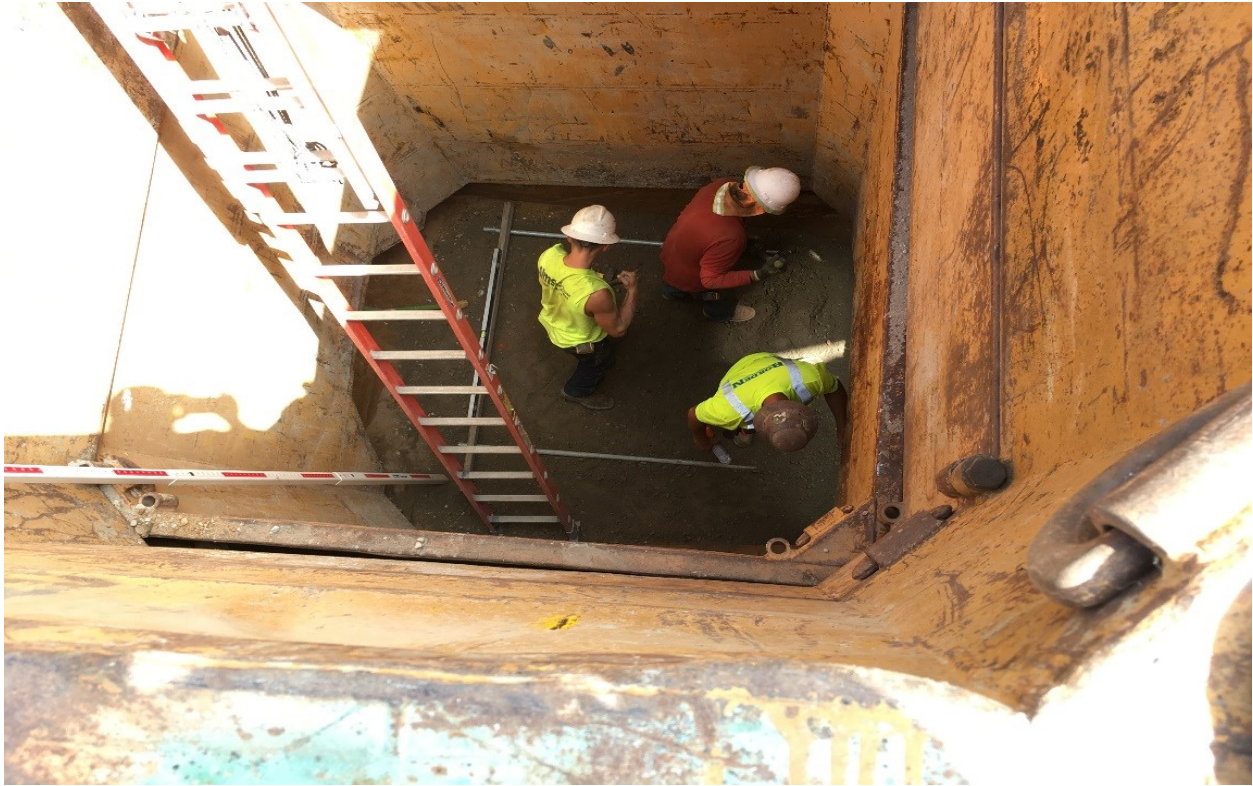
Wildwood Canyon Road will be re-opened on evenings and weekends.

Dates and times are subject to change due to unforeseen construction factors. For the most up-to-date information, please contact the Yucaipa Valley Water District at (909) 797-5117.











Date: July 30, 2019

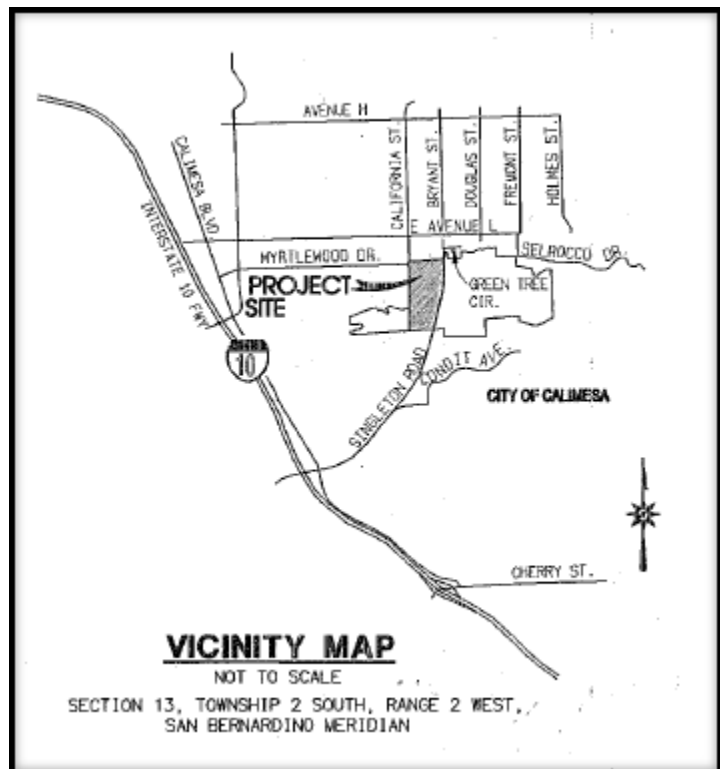
Prepared By: Kathryn Hallberg, Implementation Manager

Subject: Overview of the 24-inch Drinking Water Pipeline Construction in Singleton Road / Bryant Street

DR Horton and Contractor Murrieta Development are in the process of extending Singleton Road to Bryant Street and installing a 24" Ductile Iron Pipe (DIP) for drinking water. The pipeline construction is scheduled to be completed in August 2019. T

The first phase of the project included the installation of 1,000 linear feet of 24" DIP on Singleton Road/Bryant Street from Heritage Drive to JP Ranch Road. This portion is completed and pressure tested.

The second phase of the project is the installation of 1,250 linear feet of 24" DIP on Singleton Road/Bryant Street from JP Ranch Road to Bryant Street. Of the 1,250 linear feet of pipeline, 1,000 linear feet has been installed. Once completed, the pipeline will be pressure tested. Once bacteriological samples are accepted the tie in will be completed in two parts, one at JP Ranch Road and the other at Bryant Street.







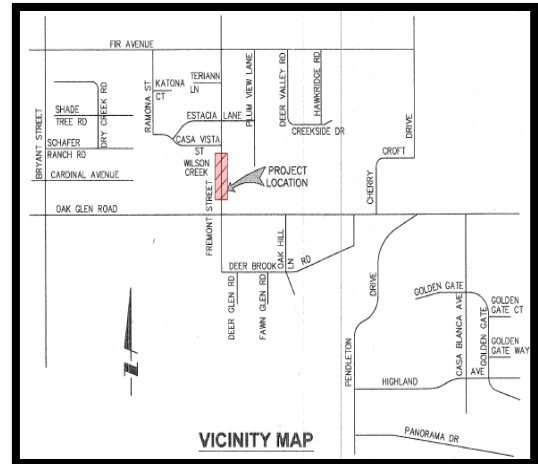
Date: July 30, 2019

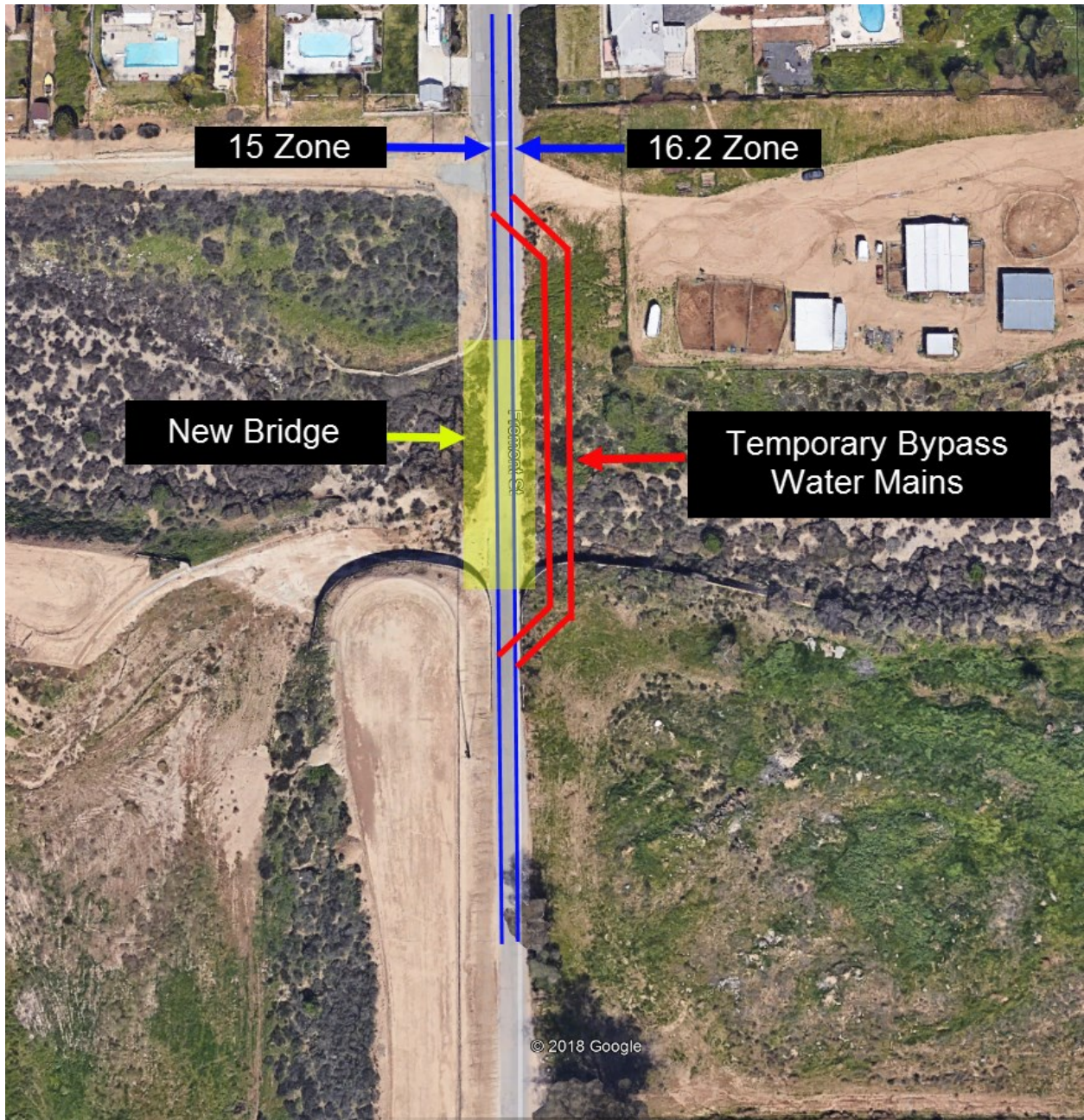
Prepared By: Dustin Hochreiter, Senior Engineering Technician

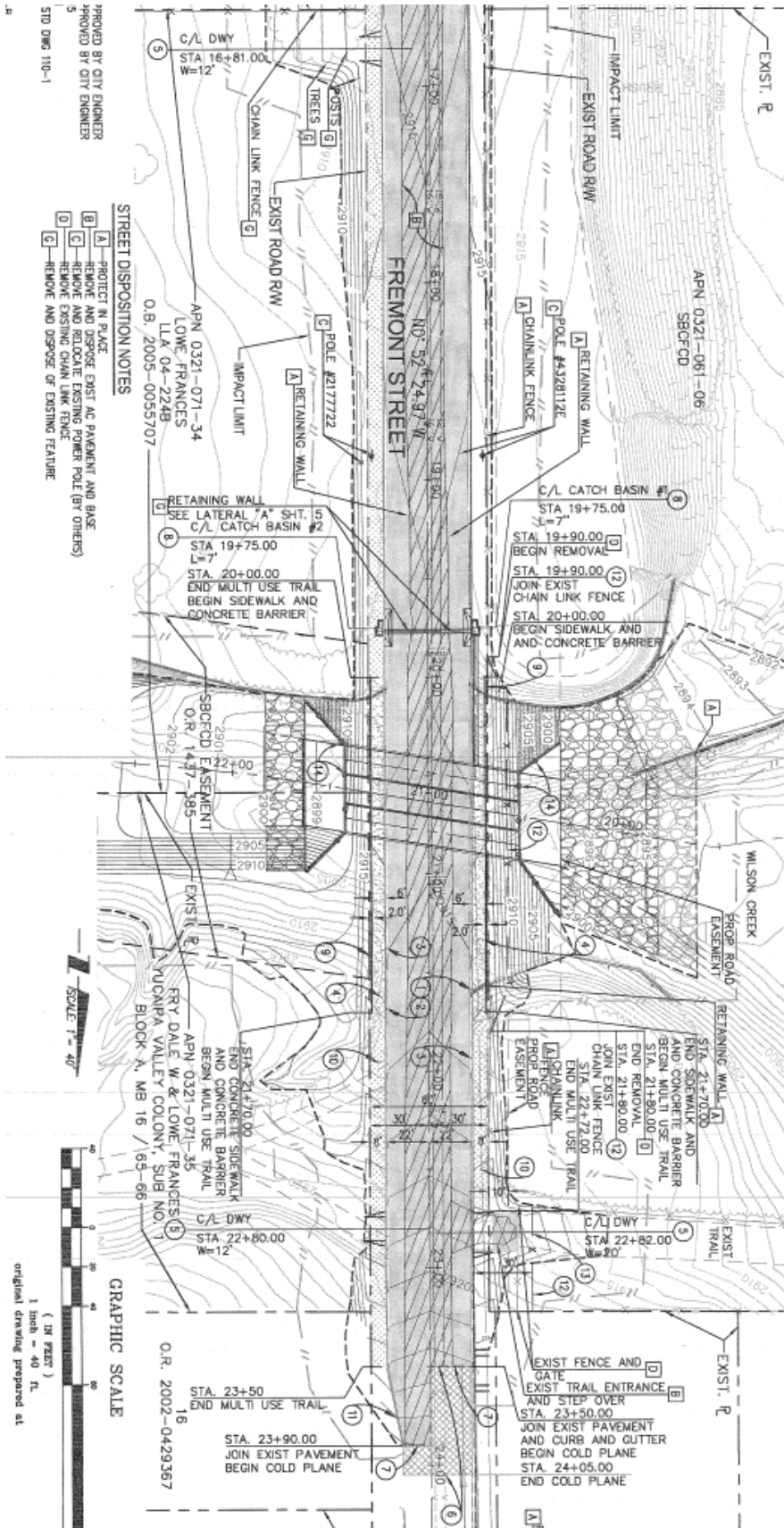
Subject: Overview of the Fremont Street Water System Bypass for the Construction of Flood Control Facilities

The City of Yucaipa is making improvements to the roadway in Fremont Street just north of Oak Glen Road, east of Bryant Street. The project consists of adjusting the roadway elevation to accommodate a box culvert that will convey stormwater under the new road. The construction is scheduled to be completed in September 2019. The construction project includes the relocation of new water lines that are existing and provide service for two separate pressure zones.

The District has provided coordination with the City staff, the City's contractor, and the District's engineer to provide guidance and inspection for the water related installations.













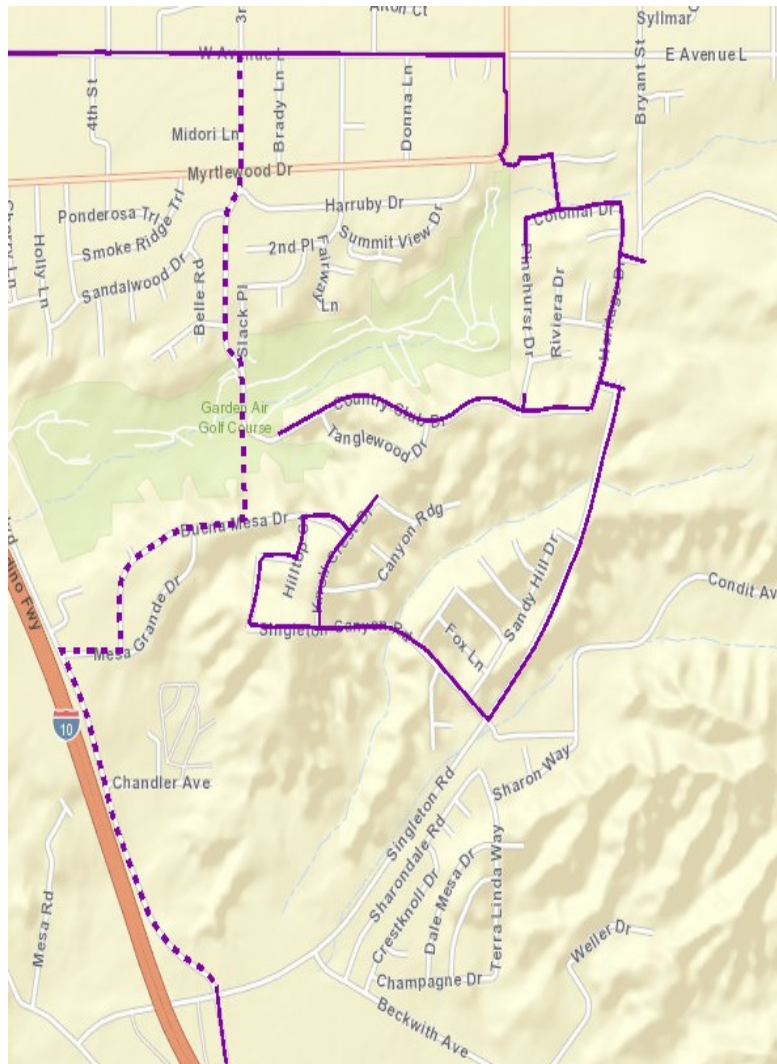
Date: July 30, 2019

Prepared By: Joseph Zoba, General Manager

Subject: Overview of the Calimesa Regional Recycled Water Conveyance Pipeline

The District staff is currently finishing the loan process with the State Water Resources Control Board for the construction of the Calimesa Regional Recycled Water Conveyance Pipeline Project. This pipeline will link the existing recycled water system to the recycled water system built by the Summerwind Development.

The purpose of this item is to discuss the status of the construction project.

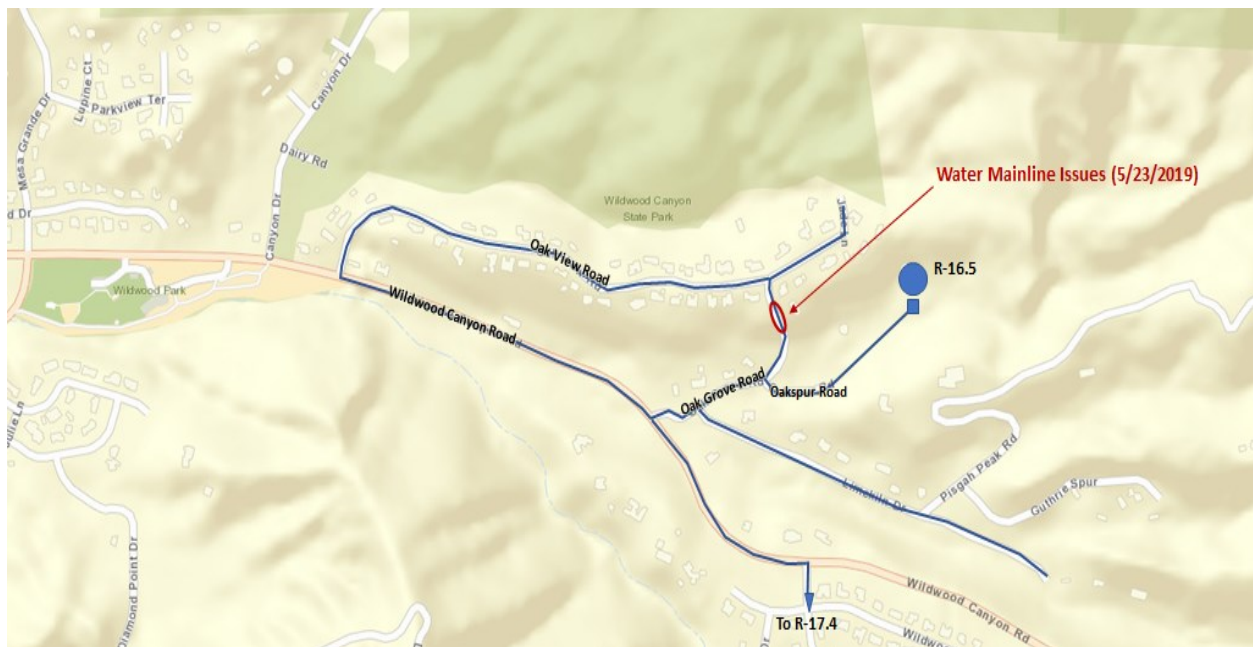




Date: July 30, 2019

From: John Wrobel, Public Works Manager

Subject: Overview of Recent Water Mainline Replacement on Oak Grove Road, Yucaipa



On Thursday, May 23, 2019, the District experienced a water mainline break on Oak Grove Road, Yucaipa. The District staff responded and performed the necessary repairs to resume water service in the area. Once the water service was restored to the area, additional leaks appeared, and the decision was made to replace the existing 8 inch PVC main with Ductile Iron Pipe.

The District staff has now completed the installation of 740 linear feet of pipe and replaced water services and fire hydrants. The cost of this pipeline replacement is \$105,745 to date.

Administrative Items



Yucaipa Valley Water District



Date: July 30, 2019

From: Joseph Zoba, General Manager

Subject: Proposed Amendments to Development Agreements for Drinking Water Pipeline Facility Fees for the Summerwind Development

On August 15, 2007, the Yucaipa Valley Water District approved Development Agreement No. 06-2007 with SunCal Communities for the development of the Summerwind Ranch Project. The development agreement required SunCal Communities to partially fund the Third Street Crosstown pipeline in order to receive drinking water service from the District.

On July 20, 2008, SunCal Communities deposited \$1,157,500 with the District for the construction of the pipeline project which was eventually completed. Due to the economic downturn and subsequent bankruptcy proceedings, the development agreement was eventually terminated.

Over ten years later, the District approved individual development agreements with builders within the Summerwind master planned community. The following development agreements were recently approved:

Agreement Number	Builder	Board Meeting Date	Board Memorandum
18-10	Lennar Homes	July 17, 2018	DM 18-105
18-11	DR Horton	September 4, 2018	DM 18-125
18-17	Meritage Homes	January 15, 2019	DM 19-009

Upon review of the existing development files, the three development agreements listed above should each receive credit against the District’s Facility Capacity Charge - Drinking Water Pipelines previously paid by SunCal Communities. This specific facility capacity charge component associated with drinking water conveyance pipeline facilities should be reimbursed and not collected until the total prepaid amount of \$1,157,500 is fully allocated to any development within the Summerwind Project.

The draft development agreement amendments will be worded to indicate that this credit will be applied on a “first-come, first-served” basis until the prepayment is fully allocated.

The District staff recommends processing amendments to each development agreement to reflect this correction.



Date: July 30, 2019
From: Joseph Zoba, General Manager
Subject: Status Report on the Adoption of Resolution No. 2019-02 Amending Section 7 of the Rules and Regulations of the Beaumont Basin Watermaster

At a special meeting of the Beaumont Basin Watermaster held on June 25, 2019, the Beaumont Basin Watermaster approved Resolution No. 2019-02 which made minor modifications to the Rules and Regulations of the Watermaster.

As a result, the District will be working with Oak Valley Partners for the transfer of overlying water rights to support the drinking water needs of the Summerwind Development.

This is an information update for the Board of Directors.

BEAUMONT BASIN WATERMASTER MEMORANDUM NO. 19-15

Date: June 25, 2019

From: Joseph Zoba, Treasurer

Subject: Consideration of Resolution No. 2019-02 Amending Section 7 of the Rules and Regulations of the Beaumont Basin Watermaster

Recommendation: That the Watermaster Committee adopt Resolution No. 2019-02.

At the Watermaster meeting held on March 6, 2019, the members of the Watermaster Committee discussed the process by which water rights can be transferred from an Overlying Party to an Appropriator Party.

The Committee members Dan Jagers and Joseph Zoba worked together with Legal Counsel Thierry Montoya as members of the ad hoc committee. The ad hoc committee members reviewed the Judgment in detail to ensure that Section 7 of the Rules and Regulations as provided in the attached Resolution No. 2019-02 conforms to the Judgment.

Resolution No. 2019-02 was presented at the Watermaster meeting held on June 5, 2019. However, at this meeting Watermaster Committee member Dan Jagers requested clarification about Section III Declaration and Adjustment of Rights, 3. Adjustment of Rights, Subsection D by Legal Counsel Thierry Montoya. The consideration of Resolution No. 2019-02 was subsequently tabled by the Watermaster Committee members.

Mr. Montoya confirmed by email message on June 5, 2019 that "The proposed Resolution No. 2019-02 is consistent with the Stipulated Judgment's "Adjustment of Rights" provision and should be recommended for approval". Therefore a special meeting of the Beaumont Watermaster was arranged for June 25, 2019 to consider the approval of Resolution No. 2019-02.

Resolution No. 2019-02, Amending Section 7 of the Rules and ...



Thierry Montoya <tmontoya@alvaradosmith.com>

To [Dan Jagers](#); [darmstrongsmwc@yahoo.com](#); [George Jorritsma](#);
[Kyle Warsinski](#); [avela@ci.banning.ca.us](#); [Joseph Zoba](#)

06/05/2019



You forwarded this message on 06/05/2019 5:22 PM.

All,

I have reviewed the Stipulated Judgment, in particular, Section III. DECLARATION AND ADJUSTMENT OF RIGHTS, 3 Adjustment of Rights D. In that section, the parties to the Judgment, both overlying and appropriative, stipulated that in instances where an overlying right, "...equal of exceeding the volume of potable groundwater earmarked...., the Appropriator Party which will serve the Overlying Party... [shall]...impose potable water charges and assessments upon the Overlying Party..." as the rates specified in that section. In that same section, it was stipulated among the appropriative and overlying parties to the judgment that the "Appropriator Party...[would refrain from collecting] from such Overlying Party any development charge that may be related to the importation of water in the Beaumont Basin." So the provision is clear in terms of which type of charge will, and will not be imposed on the overlying party under the specified earmarked transfer—as stipulated to by the parties pursuant to the February 4, 2004 filed: "Stipulation for Entry of Judgment Adjudicating Groundwater Rights In The Beaumont Basin."

The proposed Resolution No. 2019-02 is consistent with the Stipulated Judgment's "Adjustment of Rights" provision and should be recommended for approval.

Thierry R. Montoya

Equity Shareholder
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 Santa Ana, CA 92707
 T: 714.852.6800
 F: 714.852.6899
tmontoya@alvaradosmith.com





MEMORANDUM

TO: Beaumont Basin Watermaster (“BBW”)
 FROM: Thierry Montoya
 DATE: May 28, 2019
 RE: Resolution of the Beaumont Basin Watermaster to Amend Section 7 of the Rules and Regulations of the Watermaster

As previously azenized, an *Ad Hoc* Committee of the BBW, consisting of Joseph Zoba of the Yucaipa Valley Water District, Dan Jagers of the Beaumont Cherry Valley Water District, and myself, as legal counsel for the BBW, met on April 16, 2019, and again on May 7, 2019, to review and analyze the BBW’s Rules and Regulations (“R&R”) “Adjustment of Rights” language, concerning overlying to appropriative water rights transfers and the accounting for such, for consistency with the February 4, 2004, “Judgment Pursuant to Stipulation Adjudicating Groundwater Rights in the Beaumont Basin’s” relevant water transfer language. The attached Resolution No. 2019-02 (Exhibit “A”) is the result of the *Ad Hoc* Committee’s recommended changes to R&R’s Section 7’s “Adjustment of Rights” language to better comport it to the Judgment.

The Judgment’s and R&R’s Language Regarding Transfer of Overlying Water Rights to an Appropriator

The Judgment defines “overlying parties” as “...owners of land which overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom.” See, Judgment, Introduction, section 3(O), lines 13-17. Appropriators hold an interest in “...the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.” See, Judgment, Introduction, section 3(C), lines 3-4.

Within that legal construct, the Judgment and the R&R “...allow for the transfer of an overlying water right and when transferred to an appropriative party, the former overlying water right becomes an appropriative right “...to the extent their respective properties [the Overlying Properties] receive water service from an Appropriative Party...” See, Judgment, Declaration and Adjustment of Rights, section 1, lines 7:28-8:5. The Judgment further has a provision for the accounting of such transferred rights from overlying to appropriative stating, “[t]o the extent any Overlying Party requests, and uses its Exhibit “B”, Column 4 water to obtain water service from an Appropriative Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriative Party which will serve the Overlying Party, up to the volume of the Overlying Water Rights as reflected in Column 4 of Exhibit “B” attached hereto, for the purpose of serving the Overlying Party.” See, Judgment, Declaration and Adjustment of Rights, section 3(B), lines 15-22. In the event that “...the Overlying Party receives water service as provided... the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriative Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the

May 28, 2019

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Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party.” See, Judgment, Declaration and Adjustment of Rights, section 3(C), lines 8:28-9:7; section G, lines 11:9-14; 12:4-7.

As noted above, the Judgment and the Rules are consistent with California law holding that an overlying water right can be terminated, transferred, or abandoned—and when such occurs, the former overlying right becomes appropriative in nature. See, *Fall River Valley Irr. Dist. v. Mt. Shasta Power Corp.* (1927) 202 Cal. 56, 65-- riparian and overlying water rights may also be abandoned by both the concurrence of an intent to abandon and the act of relinquishing possession.

To that extent that R&R, Section 7’s “Adjustments of Rights” provisions were aligned with the Judgment and case law on the issue of water transfers of an overlying right to an appropriative party, that language is set forth in the proposed Resolution No. 2019-02 and its Attachment “A.” Those sections of R&R, Section 7 that were excised were removed as not being sufficiently tied to the Judgment.

Finally, the *Ad Hoc* Committee recommends language for a “Form 5,” as notice of an overlying to appropriative water rights transfer.

SECTION 7 ADJUSTMENTS OF RIGHTS

7.0 In General. Overlying Parties shall have the right to exercise their respective Overlying Water Rights except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 8, lines 12-14).

(a) To the extent any Overlying Party requests, and uses its adjudicated water rights to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Rights as reflected in Column 4 of Exhibit "B" of the Judgment, for the purpose of serving the Overlying Party. (Judgment, p. 8, lines 15-27).

(b) When an Overlying Party receives water service as provided for in paragraph 7(a), the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party. (Judgment, p. 8, line 28 – p. 9, line 7).

(c) Should the volume of the Overlying Water Right equal or exceed the volume of potable groundwater earmarked as provided in paragraph 7(a), the Appropriator Party which will serve the Overlying Party shall:

(i) Impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and

(ii) Not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin.

(d) If an Appropriator Party provides recycled water to serve an overlying use served with groundwater, then the Overlying Water Right shall not be diminished by the receipt of recycled water.

7.1 Notice of Adjustment of Rights, ~~from an Overlying Pumper to Appropriator.~~ The Overlying Pumper and Appropriator shall complete a Notice of Adjustment of Rights (Form 5 - Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator) and file it with the Watermaster ~~within 30 days of entering into a Service Agreement.~~

(a) Accounting for ~~Adjustment of Rights Transfers.~~ Watermaster staff will shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service by an Appropriator. The Watermaster shall maintain an accounting of all ~~adjustments of rights based on actual meter readings or other measuring devices.~~ The accounting will be presented ~~transfers, and such accounting shall be included~~ in the Annual Report and other relevant Watermaster reports as appropriate.

~~7.2 — Transfer of Water Between Appropriators. Any Appropriator may transfer all or any portion of its Appropriator's Production Right or Operating Yield that is surplus to its needs to another Appropriator in accordance with these Rules and Regulations.~~

~~7.3 — Watermaster Supervision and Approval. Any proposed transfer shall first be approved by the Watermaster and implemented under Watermaster supervision.~~

~~7.4 — Marketing Procedures. An Appropriator wishing to transfer all or any portion of its Appropriator's Production Right may do so in any one of the following three ways:~~

~~(a) — The Appropriator may undertake its own marketing efforts and negotiate an agreement with one or more Appropriators; or~~

~~(b) — The Appropriator may request assistance from the Watermaster to conduct a sealed bidding process among the Appropriators and award a contract to the highest bidder; or~~

~~(c) — The Appropriator may request the Watermaster to allocate the total amount of water to be transferred to the accounts of the other Appropriators in proportion to their respective shares of the Operating Safe Yield and assess each of the Appropriators for the water at a cost not to exceed a Watermaster-approved Groundwater Replenishment Rate.~~

~~7.5 — Disposition of Revenue. Any revenue generated from the transfer of surplus water shall be used first to reduce or pay off delinquent Annual Administrative Assessments and Annual Replenishment Assessments, if any, and the balance shall be paid over to the transferring party. At the transferring party's option, the balance may be credited to future Assessments.~~

~~7.67.2 Accounting for Transfers. The Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.~~

~~7.77.3 Availability of Unused Overlying Production and Allocation to the Appropriator Parties. Except as provided for in Section 7.0 herein, to the extent that groundwater pumping by an overlying party to the Judgment does not exceed five times the share of safe yield assigned to the overlying party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such overlying party pursuant to its rights under the Judgment shall be available for allocation to the appropriator parties in accordance with their respective percentage shares of unused safe yield (see column 3 of Exhibit C to the Judgment). The availability and allocation of any such groundwater not produced by the overlying parties in accordance with their rights under the Judgment shall be first determined in fiscal year 2008/09 and every year thereafter. The table below illustrates the allocation process anticipated in the Judgment.~~

Available Unused Overlying Production in Fiscal	Will be Allocated to the Appropriator Parties in Fiscal
2003/04	2008/09
2004/05	2009/10
2005/06	2010/11

2006/07	2011/12
2007/08	2012/13
2008/09	2013/14
2009/10	2014/15
2010/11	2015/16
2011/12	2016/17
2012/13	2017/18

Groundwater not produced by the overlying parties in accordance with their rights under the Judgment and determined to be available for allocation to the appropriator parties pursuant hereto may be utilized by the appropriator parties in accordance with the terms of the Judgment and these Rules and Regulations. Neither this rule nor its operation shall be deemed or construed in any way to change, limit or otherwise affect any rights awarded to and held by the overlying parties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the overlying parties or be deemed or construed as a transfer, assignment, forfeiture or abandonment of any overlying rights under the Judgment.

**Adjusted Water Rights Pursuant to Section 3 of the Judgment
(Example Tabulation for Annual Reporting Purposes)**

<u>Overlying Party to the Judgment</u>	<u>2004 Initial Overlying Water Right (acre feet)</u>	<u>2014 Updated Overlying Water Right (acre feet)</u>	<u>Beaumont Cherry Valley Water District</u>		<u>Yucaipa Valley Water District</u>	
			<u>Earmarked</u>	<u>Transferred</u>	<u>Earmarked</u>	<u>Transferred</u>
<u>California Oak Valley Golf and Resort</u>	<u>950.0</u>	<u>735.8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Plantation on the Lake</u>	<u>581.0</u>	<u>450.0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Sharondale Mesa Owners Association</u>	<u>200.0</u>	<u>154.9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Tukwet Canyon Golf Club</u>	<u>2,200.0</u>	<u>1704.0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Rancho Calimesa Mobile Home Park</u>	<u>150.0</u>	<u>116.2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Gutierrez, Hector, et.al.</u>	<u>10.0</u>	<u>7.7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Darmont, Boris and Miriam</u>	<u>2.5</u>	<u>1.9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Aldama, Nicolas and Amalia</u>	<u>7.0</u>	<u>5.4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>McAmis, Ronald L.</u>	<u>5.0</u>	<u>3.9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Nikodinov, Nick</u>	<u>20.0</u>	<u>15.5</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Beckman, Walter M.</u>	<u>75.0</u>	<u>58.1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Albor Properties III</u>	<u>300.0</u>	<u>232.4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Sterns, Leonard M. and Dorothy D.</u>	<u>200.0</u>	<u>154.9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Sunny-Cal Egg and Poultry Company</u>	<u>1,439.5</u>	<u>1,115.0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Merlin Properties</u>	<u>550.0</u>	<u>426.0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Oak Valley Partners</u>	<u>1,806.0</u>	<u>1,215.85</u>	<u>0</u>	<u>0</u>	<u>2.65</u>	<u>180.40</u>
<u>Roman Catholic Bishop of San Bernardino</u>	<u>154.0</u>	<u>119.3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Total</u>	<u>8,650.0¹</u>				<u>6,700.0²</u>	

1. Original Safe Yield - February 4, 2004
 2. Recalculated Safe Yield - Resolution No. 2015-01

Beaumont Basin Watermaster - Form 5

NOTICE TO ADJUST RIGHTS OF AN OVERLYING PARTY DUE TO PROPOSED PROVISION OF WATER SERVICE BY AN APPROPRIATOR

Please take notice that _____ (“Appropriator”) proposes to provide retail water service to _____ (“Overlying Owner”) and that _____ acre feet (“Earmarked Water”) of Overlying Water Rights will be transferred to the Appropriator when the Overlying Owner receives water service.

Notice is hereby given that the Watermaster will reduce the Overlying Owner’s Overlying Water Right(s) (as shown in Exhibit B, Column 4 of the Judgment and modified by the redetermination of safe yield) by the amount of Earmarked Water and adjust the Appropriative Water Rights of the Appropriator effective on the day when water service is first provided by the Appropriator.

OVERLYING OWNER

APPROPRIATOR

_____	_____
<u>Overlying Party</u>	<u>Appropriator Party</u>
_____	_____
<u>Authorized Agent – Print Name</u>	<u>Authorized Agent – Print Name</u>
_____	_____
<u>Title</u>	<u>Title</u>
_____	_____
<u>Signature</u>	<u>Signature</u>
_____	_____
<u>Date</u>	<u>Date</u>
_____	_____
<u>Address for Notice</u>	<u>Address for Notice</u>
_____	_____
<u>Telephone</u>	<u>Telephone</u>
_____	_____
<u>Email Address</u>	<u>Email Address</u>

For Watermaster Use
<u>Date Form is Received:</u>
<u>Date Earmarked Water is First Used:</u>

Beaumont Basin Watermaster - Form 7

NOTICE OF TRANSFER OF APPROPRIATOR PRODUCTION RIGHT OR OPERATING YIELD BETWEEN APPROPRIATORS
Calendar Year

Notice is hereby given that commencing on January 1, _____ and terminating on December 31, _____, _____ (“Transferor”) hereby transfers to _____ (“Transferee”) the quantity of _____ acre-feet of corresponding Appropriator Production Right or Operating Yield adjudicated to Transferor or its predecessor in interest in the Judgment rendered in the Case of SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY vs. CITY OF BANNING, et. Al., RIC 389197, entered on February 4, 2004.

TRANSFEROR

TRANSFEEE

Entity Name

Entity Name

Authorized Agent – Print Name

Authorized Agent – Print Name

Title

Title

Signature

Signature

Date

Date

Address for Notice

Address for Notice

Telephone

Telephone

Email Address

Email Address

<u>For Watermaster Use</u>
<u>Date Form is Received:</u>
<u>Date Earmarked Water is First Used:</u>

RESOLUTION NO. 2019-02**A RESOLUTION OF THE BEAUMONT BASIN WATERMASTER TO AMEND SECTION 7 OF THE RULES AND REGULATIONS OF THE WATERMASTER**

WHEREAS, the Stipulated Judgment establishing the Beaumont Basin Watermaster (Riverside Superior Court Case No. 389197) empowers the Beaumont Basin Watermaster to adopt appropriate rules and regulations for the conduct of Watermaster affairs.

NOW, THEREFORE, BE IT RESOLVED BY THE BEAUMONT BASIN WATERMASTER AS FOLLOWS:

1. The Beaumont Basin Watermaster hereby rescinds Section 7 of the Beaumont Basin Watermaster Rules and Regulations in its entirety and replaces Section 7 of the Beaumont Basin Watermaster Rules and Regulations as provided in Attachment A. .
2. The Beaumont Basin Watermaster hereby adopts Form 5 entitled, "Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator", and Form 7 entitled, "Notice of Transfer of Appropriator Production Right or Operating Yield Between Appropriators" as provided in Attachment A.
3. The Secretary of the Watermaster is hereby authorized and directed to disseminate copies of this Resolution to all pumpers within the Beaumont Basin and other interested parties, and to incorporate such Amendment in the Rules and Regulations of the Watermaster and maintain same on its website for reference.

PASSED AND ADOPTED this 5th day of June 2019.

BEAUMONT BASIN WATERMASTER

By:

Art Vela, Chairman of the
Beaumont Basin Watermaster

Attachment A

SECTION 7 ADJUSTMENTS OF RIGHTS

- 7.0 In General.** Overlying Parties shall have the right to exercise their respective Overlying Water Rights except to the extent provided in Section III, Paragraph 3, entitled Adjustment of Rights, of the Judgment. (Judgment, p. 8, lines 12-14).
- (a) To the extent any Overlying Party requests, and uses its adjudicated water rights to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Rights as reflected in Column 4 of Exhibit "B" of the Judgment, for the purpose of serving the Overlying Party. (Judgment, p. 8, lines 15-27).
 - (b) When an Overlying Party receives water service as provided for in paragraph 7(a), the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party. (Judgment, p. 8, line 28 – p. 9, line 7).
 - (c) Should the volume of the Overlying Water Right equal or exceed the volume of potable groundwater earmarked as provided in paragraph 7(a), the Appropriator Party which will serve the Overlying Party shall:
 - (i) Impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and
 - (ii) Not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin.
 - (d) If an Appropriator Party provides recycled water to serve an overlying use served with groundwater, then the Overlying Water Right shall not be diminished by the receipt of recycled water.
- 7.1 Notice of Adjustment of Rights from an Overlying Pumper to an Appropriator.** The Overlying Pumper and Appropriator shall complete a Notice of Adjustment of Rights (Form 5 - Notice to Adjust Rights of an Overlying Party due to Proposed Provision of Water Service by an Appropriator) and file it with the Watermaster.
- (a) Accounting for Transfers. Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service by an Appropriator. The Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.
- 7.2 Transfer of Water Between Appropriators.** Any Appropriator may transfer all or any portion of its Appropriator's Production Right or Operating Yield that is surplus to its needs to another Appropriator in accordance with these Rules and Regulations. The

Watermaster shall maintain an accounting of all transfers, and such accounting shall be included in the Annual Report and other relevant Watermaster reports as appropriate.

- 7.3 Availability of Unused Overlying Production and Allocation to the Appropriator Parties.** Except as provided for in Section 7.0 herein, to the extent that groundwater pumping by an overlying party to the Judgment does not exceed five times the share of safe yield assigned to the overlying party during any five-year period (see column 4 of Exhibit B to the Judgment), the amount of groundwater not produced by such overlying party pursuant to its rights under the Judgment shall be available for allocation to the appropriator parties in accordance with their respective percentage shares of unused safe yield (see column 3 of Exhibit C to the Judgment). The availability and allocation of any such groundwater not produced by the overlying parties in accordance with their rights under the Judgment shall be first determined in fiscal year 2008/09 and every year thereafter. The table below illustrates the allocation process anticipated in the Judgment.

Available Unused Overlying Production in Fiscal	Will be Allocated to the Appropriator Parties in Fiscal
2003/04	2008/09
2004/05	2009/10
2005/06	2010/11
2006/07	2011/12
2007/08	2012/13
2008/09	2013/14
2009/10	2014/15
2010/11	2015/16
2011/12	2016/17
2012/13	2017/18

Groundwater not produced by the overlying parties in accordance with their rights under the Judgment and determined to be available for allocation to the appropriator parties pursuant hereto may be utilized by the appropriator parties in accordance with the terms of the Judgment and these Rules and Regulations. Neither this rule nor its operation shall be deemed or construed in any way to change, limit, or otherwise affect any rights awarded to and held by the overlying parties pursuant to the Judgment. Nor shall this rule or its operation result in any liability to the overlying parties or be deemed or construed as a transfer, assignment, forfeiture, or abandonment of any overlying rights under the Judgment.



Date: July 30, 2019

From: Joseph Zoba, General Manager

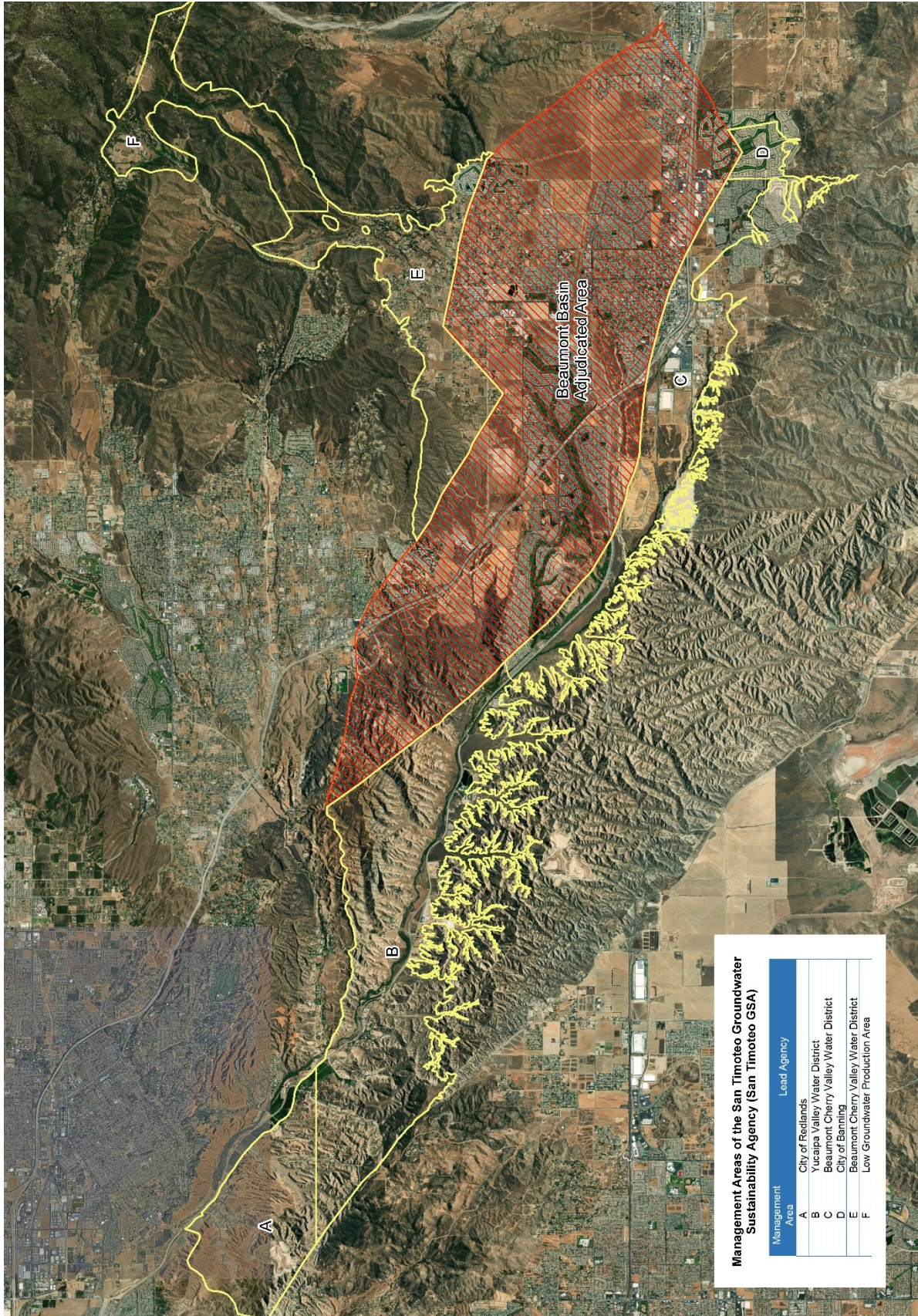
Subject: Overview of the Draft Memorandum of Agreement for the San Timoteo Groundwater Sustainability Agency

The Department of Water Resources recently approved a boundary amendment for the San Timoteo Groundwater Basin that eliminated the southerly portion of the basin in the Badlands due to the lack of available groundwater. This change, together with the management area of the adjudicated delineation of the Beaumont Basin Watermaster will significantly reduce the functionality and management of the San Timoteo Groundwater Basin.



The attached draft Memorandum of Agreement is being proposed to create a coordinated management effort between the City of Banning, City of Redlands, Beaumont Cherry Valley Water District, and the Yucaipa Valley Water District.

The illustration below shows how the proposed Groundwater Sustainability Agency will utilize management areas to achieve compliance with the Sustainable Groundwater Management Act.



**MEMORANDUM OF AGREEMENT TO FORM A
COORDINATED GROUNDWATER SUSTAINABILITY AGENCY
FOR THE UNADJUDICATED PORTION OF THE
SAN TIMOTEO SUBBASIN AND TO CREATE
MULTIPLE GROUNDWATER SUSTAINABILITY PLANS**

This 2019 Memorandum of Agreement (MOA), amending the 2017 Memorandum of Agreement, is entered into by and among Beaumont Cherry Valley Water District (BCVWD), City of Banning (Banning), City of Redlands (Redlands), and Yucaipa Valley Water District (YVWD), which may be referred to herein individually as a "Party" and collectively as the "Parties."

Pursuant to the Sustainable Groundwater Management Act (SGMA) and as further set forth herein, the purpose of this MOA is to form a Groundwater Sustainability Agency (GSA) for part of the unadjudicated portion of the San Timoteo Subbasin (Basin), the members of which GSA shall be Banning, BCVWD, Redlands, and YVWD (herein, the "San Timoteo GSA").

RECITALS

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act (SGMA), codified in certain provisions of the California Government Code, commencing with Section 65350.5, and in certain provisions of the California Water Code, including but not limited to, Sections 5200 et seq. and 10720 et seq.; and

WHEREAS, SGMA went into effect on January 1, 2015, and thereafter various clarifying amendments to SGMA were signed into law in 2015, including Senate Bills 13 and 226, and Assembly Bills 617 and 939; and

WHEREAS, the San Timoteo Subbasin (Basin), as further depicted in Exhibit A to this MOA, was originally identified by the California Department of Water Resources (DWR) Bulletin 118 as Subbasin No. 8-02.08 of the Upper Santa Ana Valley Groundwater Basin, and designated by DWR as medium priority, and therefore, except as provided by SGMA, the Basin is subject to the requirements of SGMA; and

WHEREAS, on June 20, 2017, the original parties to the San Timoteo GSA adopted a Memorandum of Agreement pursuant to the requirements of SGMA. The original parties consisted of Beaumont Cherry Valley Water District (BCVWD), Yucaipa Valley Water District (YVWD), City of Redlands (Redlands), and San Gorgonio Pass Water Agency (SGPWA); and

WHEREAS, on June 20, 2018, the Board of Directors of Eastern Municipal Water District adopted Resolution No. 2018-083 Initiating a Basin Boundary Modification Request for the San Timoteo Subbasin that was subsequently approved by the Department of Water Resources resulting in a revised Basin boundary as depicted in Exhibit B to this MOA which represents the effective boundary of this San Timoteo GSA; and

WHEREAS, in 2019, the San Timoteo Subbasin was reprioritized and identified as Subbasin No. 8-002.08 of the Upper Santa Ana Valley Groundwater Basin and designated by DWR as a very low priority, and therefore, a Groundwater Sustainability Plan (GSP) is encouraged and authorized, but not required by SGMA (Water Code § 10720.7); and

WHEREAS, on June 6, 2019, the General Manager of the San Geronio Pass Water Agency indicated by email message that the San Geronio Pass Water Agency would not be part of the amended San Timoteo GSA due to the very low priority of the Basin; and

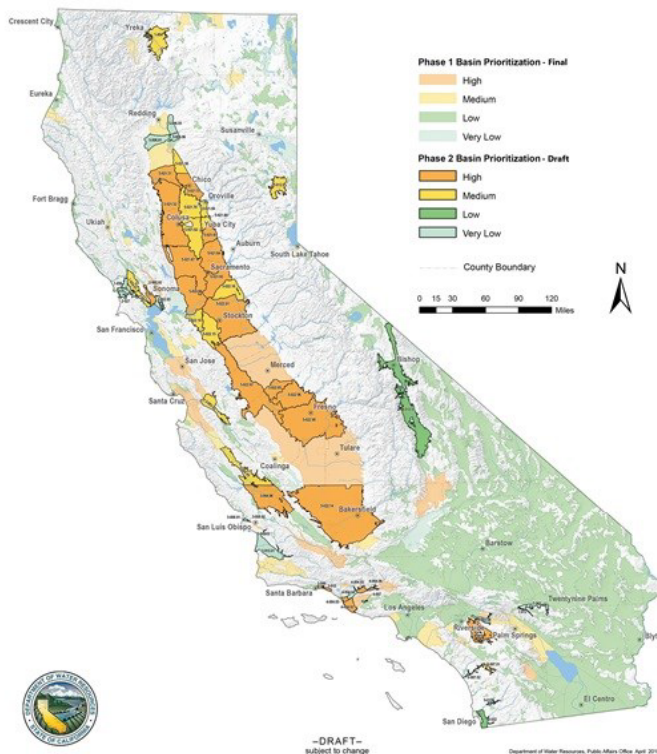
WHEREAS, the Parties recognize and agree that a portion of the Basin (herein, the Adjudicated Area) is subject to the Beaumont Basin adjudication and Judgment in the case referred to as *San Timoteo Watershed Management Authority v. City of Banning, et al.*,

Riverside County Superior Court Case No. RIC 389197, and that pursuant to SGMA Section 10720.8(a)(1), said portion of the Basin generally is not subject to the requirements of SGMA and will be managed by the Beaumont Basin Watermaster and not the San Timoteo GSA; and

WHEREAS, Banning, BCVWD, Redlands, and YVWD each overlie a portion of the Basin and each has respective groundwater supply and groundwater management responsibilities within the Basin, and have been authorized by their governing board to become part of the San Timoteo GSA; and

WHEREAS, in accordance with the terms of this MOA, and in furtherance of the shared intent of the Parties to maximize funding opportunities, increase transparency, and foster cooperation, the Parties agree that the San Timoteo GSA shall be reformed by this MOA to cover the entire Basin except the Adjudicated Area of the Basin; and

WHEREAS, the Parties mutually desire and intend to work with local stakeholders and interested entities in the Basin that are not Parties to this MOA, including but not limited to City of Beaumont, City of Calimesa, County of Riverside Planning Department, County of San Bernardino Flood Control District, San Bernardino Valley Municipal Water District, Beaumont Basin Watermaster, San Geronio Pass Water Agency, overlying landowners, and others to carry out the policy, purposes, and requirements of SGMA in the Basin.



AGREEMENT

NOW, THEREFORE, in consideration of the promises, terms, conditions, and covenants contained herein, it is mutually understood and agreed as follows:

- I. **Incorporation of Recitals.** The Recitals stated above are incorporated herein by reference.
- II. **Purposes.** The purpose of this MOA is to form the San Timoteo GSA for part of the unadjudicated portion of the Basin and to initially create separate Groundwater Sustainability Plans (GSPs) for each Management Area in such a manner that the individual GSPs can be consolidated into a single GSP when the priority of the Basin is changed and a GSP is required.
- III. **Boundaries of San Timoteo GSA.** The boundaries of the San Timoteo GSA, as further depicted in Exhibit B to this MOA, shall be the entire Basin except the Adjudicated Area of the Basin as further specified in this MOA. The Parties understand and agree that the Adjudicated Area of the Basin will not be managed by the San Timoteo GSA.
- IV. **Definitions.** The following terms, whether used in the singular or plural, and when used with initial capitalization, shall have the meanings specified herein. The Parties agree that any definitions set forth herein are intended to be consistent with SGMA, and in the event of any discrepancy between a defined term in this MOA and a defined term in SGMA, the terms of SGMA shall control.
 - A. "Adjudicated Area" refers to that portion of the Basin that is subject to the Beaumont Basin adjudication and Judgment in the case referred to as *San Timoteo Watershed Management Authority v. City of Banning, et al.*, Riverside County Superior Court Case No. RIC 389197, as further depicted in Exhibit B to this MOA.
 - B. "Banning" means the City of Banning.
 - C. "Basin" refers to the San Timoteo Subbasin, designated by the California Department of Water Resources as Subbasin No. 8-002.08, as further specified, and depicted in Exhibit B to this MOA.
 - D. "BCVWD" means the Beaumont Cherry Valley Water District.
 - E. "DWR" means the California Department of Water Resources.
 - F. "GSA" means Groundwater Sustainability Agency, as defined by SGMA.
 - G. "GSP" means Groundwater Sustainability Plan, as defined by SGMA.
 - H. "Management Area" refers to the portions of the Basin that have been identified in Exhibit C that allow each Party to proceed at their leisure to create a site-specific GSP to collect data and support the localized groundwater Management Area.
 - I. "Memorandum of Agreement" or "MOA" refers to this Memorandum of Agreement.

- J. "Party" or "Parties" refers individually or collectively to Beaumont Cherry Valley Water District, City of Banning, City of Redlands, and Yucaipa Valley Water District, as signatories to this MOA.
- K. "Redlands" means the City of Redlands.
- L. "SGMA" refers to the Sustainable Groundwater Management Act.
- M. "San Timoteo GSA" refers to the San Timoteo Subbasin GSA formed under this MOA, the members of which GSA are Banning, BCVWD, Redlands, and YVWD.
- N. "YVWD" means the Yucaipa Valley Water District.

V. Approval of MOA and Formation of the San Timoteo GSA. Approval of this MOA and formation of the San Timoteo GSA shall be accomplished by Banning, BCVWD, Redlands, and YVWD each holding its own noticed public hearing pursuant to Government Code §6066 and at such hearing approving a Resolution by its governing board to enter into this MOA and jointly form the San Timoteo GSA.

- A. Upon Approval of the MOA, each Party accepts the responsibility to become the Lead Agency for the development of a GSP in their respective Management Area as illustrated in Exhibit C based upon the schedule and timing as determined by the Lead Agency.

Management Area	Lead Agency
A	City of Redlands
B	Yucaipa Valley Water District
C	Beaumont Cherry Valley Water District
D	City of Banning
E	Beaumont Cherry Valley Water District
F	Low Groundwater Production Area

- B. The Lead Agency agrees to incur all costs related to SGMA compliance, or develop an alternative funding mechanism applicable to their respective Management Area to include, but not be limited to, public outreach, websites, annual reports, well installation, groundwater quality monitoring, groundwater elevation monitoring, GSP updates, groundwater replenishment, and other costs associated with SGMA.

VI. Coordination and Cooperation

- A. Management Areas. The Parties acknowledge that SGMA, and provisions of the SGMA regulations promulgated by DWR, including but not limited to Section 354.20 (23 C.C.R. § 354.20), authorize the establishment of Management Areas for the development and implementation of sustainable groundwater management within the Basin, and accordingly the Parties acknowledge that each GSP covering a Management Area shall at a minimum include the following elements which shall be jointly developed, maintained, and modified as appropriate in the future:
 - i. The reason for the creation of each management area;

- ii. The minimum thresholds and measurable objectives established for each Management Area, and an explanation of the rationale for selecting those values
 - iii. The level of monitoring and analysis appropriate for each Management Area;
 - iv. An explanation of how the Management Area can operate under different minimum thresholds and measurable objectives without causing undesirable results outside the Management Area; and
 - v. Specific localized descriptions, maps, and other information sufficient to describe conditions in each area.
- B. Determination to Prepare a GSP. As a very low priority Basin, each Party, as a lead agency, shall retain the sole and absolute discretion to prepare a GSP for their respective Management Area based on the boundary illustrated in Exhibit C.
- C. Continued Cooperation. At least annually, the Parties to this MOA will meet, confer, coordinate, and collaborate to discuss and develop technical, managerial, financial, and other criteria and procedures for the preparation, governance, and implementation of GSPs in the Basin and to carry out the policy, purposes, and requirements of SGMA in the Basin.
- D. Points of Contact. Each Party shall designate a principal contact person for that Party, who may be changed from time to time at the sole discretion of the designating Party. The principal contact person for each Party shall be responsible for coordinating with the principal contact persons for the other Parties in scheduling meetings and other activities under this MOA.
- E. Changes to Water Levels. The Parties shall coordinate and resolve any changes in groundwater elevations within each Management Area to ensure the Parties, stakeholders, and other interested individuals are reasonably protected from damages related to the operation of each individual Management Area.
- F. Development of a Basin-wide GSP. In the event the Department of Water Resources requires, or by unanimous written consent of the Parties adopting this MOA in calendar year 2019, the Parties may consolidate the individual GSPs into one GSP and redefine the cost sharing, voting, and operational parameters for the long-term maintenance and oversight of a Basin-wide GSP.

VII. Roles and Responsibilities

- A. The Parties agree to work in good faith and coordinate all activities to carry out the purposes of this MOA in implementing the policy, purposes, and requirements of SGMA within the boundaries of the San Timoteo GSA.
- B. Banning, BCVWD, Redlands, and YVWD, as members of the San Timoteo GSA, shall coordinate with each other to cause all applicable noticing and submission of required information to DWR regarding formation of the San Timoteo GSA.
- C. Banning, BCVWD, Redlands, and YVWD, as members of the San Timoteo GSA, shall determine the information collected and provided on individual websites for

each Management Area to maintain the integrity and exchange of data with the other Parties and Stakeholders in the Basin.

VIII. Funding and Budgeting. The Parties shall independently be responsible for the development of each GSP within their specific Management Area as provided in Exhibit C.

IX. Stakeholders

A. The Parties agree to work together in ensuring public outreach and involvement of the public, other interested stakeholders, and other agencies, including but not limited to beneficial uses and users of groundwater as provided in SGMA Section 10723.2 for each Management Area.

B. The Parties acknowledge, agree, and desire that the preparation, adoption, and implementation of GSPs for the Basin, and the ongoing process of ensuring compliance with the requirements of SGMA in the Basin, will involve coordination and cooperation with stakeholders and other interested parties, including but not limited to those identified in this MOA.

X. Term, Termination, and Withdrawal

A. Term. This MOA shall continue and remain in effect unless and until terminated by the unanimous written consent of the Parties, or as otherwise provided in this MOA or as authorized by law.

B. Withdrawal. Any Party may decide, in its sole discretion, to withdraw from this MOA by providing fifteen (15) days written notice to the other Parties. Withdrawal by a Party shall not cause or require the termination of this MOA or the existence of the San Timoteo GSA with respect to the non-withdrawing Parties.

XI. Notice Provisions

All notices required by this MOA shall be made in writing and delivered to the respective representatives of the Parties at their respective addresses as follows:

Beaumont Cherry Valley Water District
Attn: General Manager
560 Magnolia Avenue
Beaumont, California 92223

City of Banning
Attention: _____
99 E. Ramsey Street
Banning, California 92220

City of Redlands
Attn: Municipal Utilities Director
35 Cajon Street
Redlands, California 92373

Yucaipa Valley Water District
Attn: General Manager
12770 Second Street
Yucaipa, California 92399

Any Party may change the address to which notices are to be given under this MOA by providing all other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change. All notices shall be effective upon receipt and shall be deemed received upon confirmed personal service, confirmed courier

service, or on the fifth (5th) calendar day following deposit of the notice in registered first class mail.

XII. General Terms

- A. Amendments. Amendments to this MOA require unanimous written consent of all Parties and approval by the Parties' respective governing bodies.
- B. Successors and Assigns. The terms of this MOA shall be binding upon all successors in interest and assigns of each Party; provided, however, that no Party shall assign its rights or obligations under this MOA without the signed written consent of all other Parties to this MOA.
- C. Waiver. No waiver of any provision of this MOA by any Party shall be construed as a further or continuing waiver of such provision or any other provision of this MOA by the waiving Party or any other Party.
- D. Authorized Representatives. Each person executing this MOA on behalf of a Party hereto affirmatively represents that such person has the requisite authority to sign this MOA on behalf of the respective Party.
- E. Exemption from CEQA. The Parties recognize and agree that, pursuant to SGMA Section 10728.6 and Public Resources Code Section 21065, neither this MOA nor the preparation or adoption of a GSP constitute a "project" or approval of a project under the California Environmental Quality Act (CEQA) or the State CEQA Guidelines, and therefore this MOA is expressly exempt from CEQA review.
- F. Governing Law and Venue. This MOA shall be governed by and construed in accordance with the laws of the State of California. Any suit, action, or proceeding brought under the scope of this MOA shall be brought and maintained to the extent allowed by law in the County of Riverside, California.
- G. Attorney's Fees, Costs, and Expenses. In the event of a dispute among any or all of the Parties arising under this MOA, each Party shall assume and be responsible for its own attorney's fees, costs, and expenses.
- H. Entire Agreement/Integration. This MOA constitutes the entire agreement among the Parties regarding the specific provisions of this MOA, and the Parties hereto have made no agreements, representations or warranties relating to the specific provisions of this MOA which are not set forth herein.
- I. Construction and Interpretation. The Parties agree and acknowledge that this MOA has been developed through a negotiated process among the Parties, and that each Party has had a full and fair opportunity to review the terms of this MOA with the advice of its own legal counsel and to revise the terms of this MOA, such that each Party constitutes a drafting Party to this MOA. Consequently, the Parties understand and agree that no rule of construction shall be applied to resolve any ambiguities against any particular Party as the drafting Party in construing or interpreting this MOA.

- J. Force Majeure. No Party shall be liable for the consequences of any unforeseeable force majeure event that (1) is beyond its reasonable control, (2) is not caused by the fault or negligence of such Party, (3) causes such Party to be unable to perform its obligations under this MOA, and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a force majeure event, the Party unable to perform shall promptly notify the other Parties in writing to the extent practicable. It shall further pursue its best efforts to resume its obligations under this MOA as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.
- K. Execution in Counterparts. This MOA may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.
- L. No Third Party Beneficiaries. This MOA is not intended, and will not be construed, to confer a benefit or create any right on a third party or the power or right of any third party to bring an action to enforce any of the terms of this MOA.
- M. Timing and Captions. Any provision of this MOA referencing a time, number of days, or period for performance shall be measured in calendar days. The captions of the various articles, sections, and paragraphs of this MOA are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, terms, or intent of this MOA.

IN WITNESS WHEREOF, the Parties hereto have approved and executed this MOA as of the respective dates specified in the adopting Resolution of each Party as provided above in Article III of this MOA.

[The remainder of this page has been intentionally left blank.]

[Signature pages to follow.]

BEAUMONT CHERRY VALLEY WATER DISTRICT

By: _____
President, Board of Directors

Attest:

Secretary, Board of Directors

Approved as to form:

Counsel, Beaumont Cherry Valley Water District

Participation in the San Timoteo GSA was approved as Resolution _____ on
_____.

Notices for the Beaumont Cherry Valley Water District shall be sent as follows:

Attention: General Manager
560 Magnolia Avenue
Beaumont, California 92223

With copies to:

CITY OF BANNING

By: _____
Mayor, City Council

Attest:

Secretary, City Council

Approved as to form:

Counsel, City of Banning

Participation in the San Timoteo GSA was approved as Resolution _____ on
_____.

Notices for the City of Redlands shall be sent as follows:

Attention: _____
99 E. Ramsey
Banning, California 92220

With copies to:

CITY OF REDLANDS

By:

Mayor, City Council

Attest:

Secretary, City Council

Approved as to form:

Counsel, City of Redlands

Participation in the San Timoteo GSA was approved as Resolution _____ on

_____.

Notices for the City of Redlands shall be sent as follows:

Attention: Municipal Utilities and Engineering Director
35 Cajon Street
Redlands, California 92373

With copies to:

YUCAIPA VALLEY WATER DISTRICT

By: _____
President, Board of Directors

Attest:

Secretary, Board of Directors

Approved as to form:

Counsel, Yucaipa Valley Water District

Participation in the San Timoteo GSA was approved as Resolution _____ on _____.

Notices for the San Gorgonio Pass Water Agency shall be sent as follows:

Attention: General Manager
12770 Second Street
Yucaipa, California 92399

With copies to:

Exhibit A - Original San Timoteo Subbasin No. 8-02-08 of the Upper Santa Ana Valley - 2017



Exhibit B - Modified San Timoteo Subbasin 8-002.08 of the Upper Santa Ana Valley - 2019

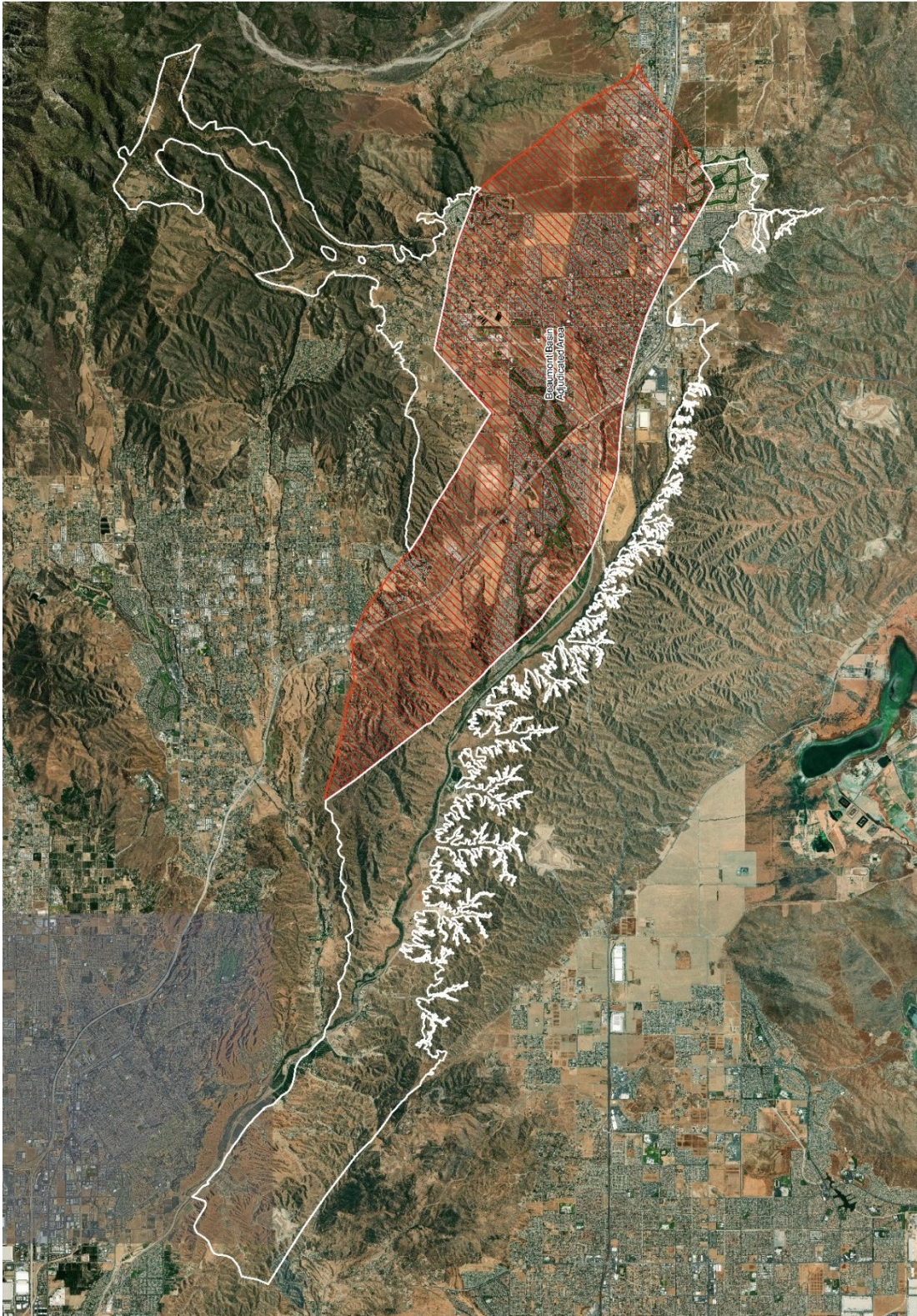
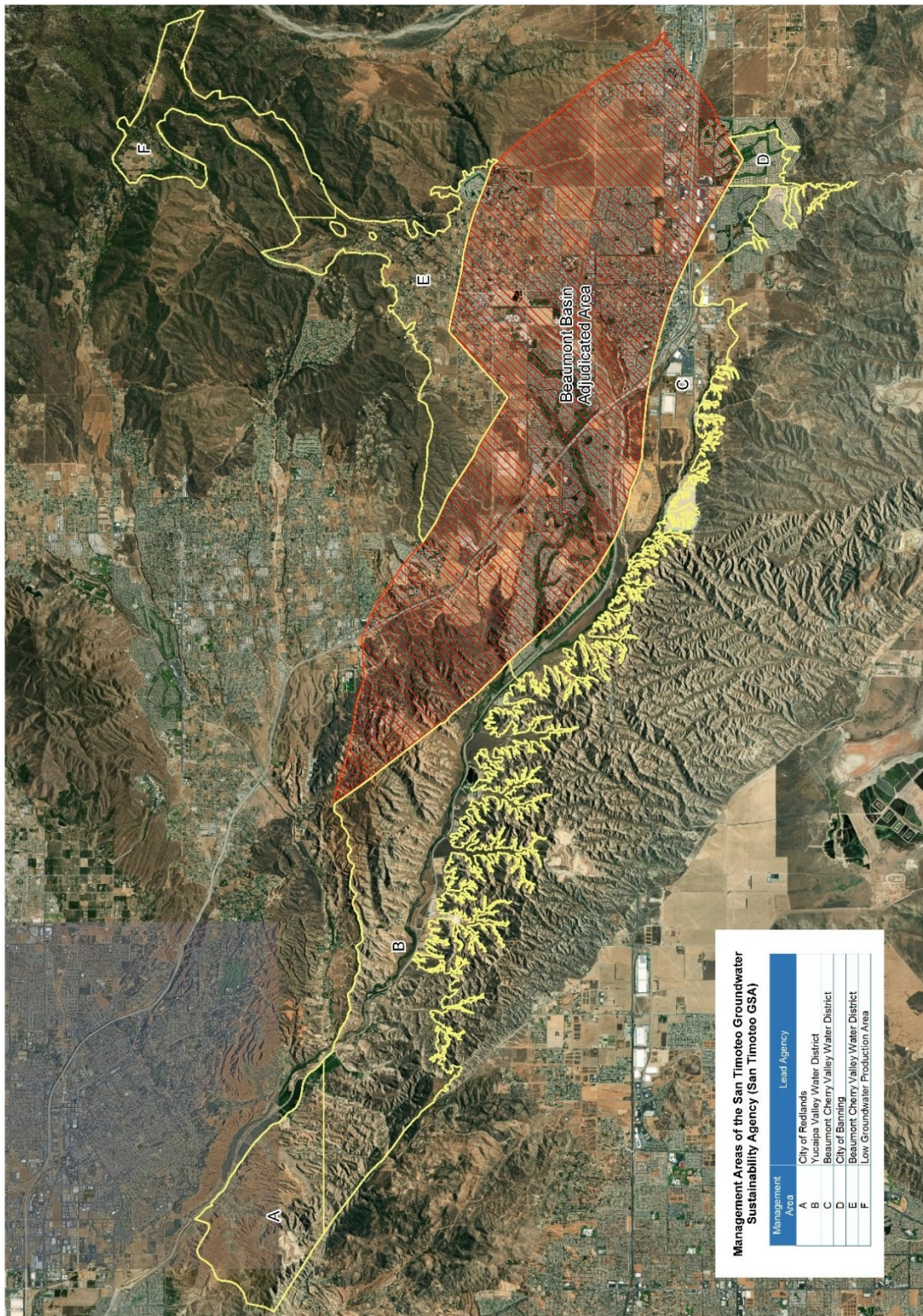


Exhibit C - Management Areas of the San Timoteo Groundwater Sustainability Agency - 2019





Date: July 30, 2019

From: Allison M. Edmisten, Chief Financial Officer
Denise Howard, Purchasing Agent

Subject: Discussion Regarding the Purchase of a Walk Behind Forklift for Use at the District Administrative Warehouse

The District staff has been evaluating the need to purchase a walk behind forklift to move heavy loads quickly and easily. This equipment is smaller than the District’s existing forklift at the water filtration facility, but still has the ability to lift pallets to high shelves in the warehouse.

Quotes for the equipment are listed below. Competitive models and different manufacturers were considered during the selection process. The quote received from Crown was verbal and a specific model number was not provided.

Make	Model	Cost
Toyota	8BWS10	\$10,979
Jungheinrich	EJC B16A	\$17,805
Crown	Unknown	\$45,000



At the board meeting on August 6, 2019, the District staff anticipates recommending the purchase of a Toyota 8BWS10 for a sum not to exceed \$11,830.

Financial Consideration:

The cost of this equipment will be evenly split between Water and Sewer Depreciation Reserves [GL Accounts #10310].



Southwest Toyotalift
 3725 Nobel Ct
 Jurupa Valley, CA 91752-3267
 Phone: 951-727-0477
 Fax: 951-727-0407

To:	Yucaipa Valley Water District *New Stock Unit – Subject to Prior Sale!	Date:	June 21, 2019
	12770 2nd St	Our Ref:	40864041
	Yucaipa, CA 92399-5670		
Attn:	Ryan Janisch	Phone:	951-902-7579
	E-mail: rjanisch@yvwd.us		

We respectfully submit this quotation for the following NEW Toyota Electric Lift Truck (1 each):

Toyota – proud to be the world's #1 lift truck manufacturer!

TOYOTA MODEL 8BWS10, Electric Walkie Adjustable Straddle Stacker, quality engineered with the following specification:

- Electric Battery Powered - UL Compliant
- **PERFORMANCE**
 - AC Drive Motor
 - Transistor Control System
 - Programmable Performance & Password Settings
 - Electronic Touch Pad Keyless Entry System with Digital Display
 - Programmable Service Indicator & Self Diagnostics
 - Digital Battery Discharge/Hour Meter with Lift Interrupt
 - Programmable Auto Power Off
 - Regenerative Braking
 - Anti-Roll Protection System
 - Pressure-Compensated Valve for Constant Lowering
- **DURABILITY**
 - Heavy Gauge All Steel Frame Construction
 - Heavy Duty Interlocking Mast Channel Construction with Ball Bearing Roller Design
 - High Durometer Polyurethane Drive Tire & Load Wheels
 - No-Tools-Required High Strength Service Access Cover
 - No Drive Contactors
 - Bolt-On Mast Mounting
 - Overload Protection Valve
 - Wrap-Around Steel Bumper
 - Electric Disc Brake
 - 32" to 51" Available Baseleg Openings (Inside Dimension)
 - Baselegs with Tapered Toe Box
 - Thermal Protection & Current Limiting Circuitry
 - CAN-Bus Controller Communication



Photo may portray optional equipment not included in your quotation.

Yucaipa Valley Water District
 June 21, 2019
 40864041

- **ERGONOMICS**
 - Ergonomically Shaped Multifunction Control Handle
 - Direction Reverse Switch
 - High Visibility Mast with Safety Glass Mast Guard
 - Full Fingertip Control of all Functions

Mast 2-Stage (V) mast with limited free lift. Mast specifications:
 Lift Height -**128"**
 Overall Lowered Height - 84.0"
 Free Lift - 6.0" with standard Load Backrest

Lifting Capacity **Base Model Capacity - 2,000 lbs. @ 24" load center**
Actual Capacity, based on quoted specifications, - 2,000 lbs. @24" load center to 128" MFH

Actual capacity ratings stated above are based on standard features, options, and attachments available through Toyota at the time of quoting. Non-standard features, options, and attachments may affect actual capacity ratings. Please contact your Toyota sales representative for additional information.

Carriage ITA Hook Type, 31" Carriage

Forks **Pallet Forks: Length 42"**

Baseleg Dimensions 51" Inner Dimension
 59" Outer Dimension

Load Backrest 40" High Load Backrest

Speeds Travel Speed: 3.60 mph Lift Speed: 41 fpm

Voltage 24 Volt Electrical System

Steering Manual Steering Multifunction Control Handle

Battery Compartment 27.3" (L) x 7.8" (W) x Open (H)

Wheels and Tires Drive (dia x width): 10" x 5"
 Load (dia x width): 4" x 3"

Additional Equipment **Adjustable width baselegs**
GNB Battery / Charger Pack (24V) Maintenance-Free (195 AH) 110V Charger!
NO UL LABEL

Warranty 12 Months or 2,000 hours whichever occurs first: Basic
 12 Months or 2,000 hours whichever occurs first: Powertrain

Warranty coverage for non-standard option components will be covered by the manufacturer of that component and not covered under the Toyota forklift standard or powertrain warranty.

Yucaipa Valley Water District
June 21, 2019
40864041

We offer a Toyota factory authorized warranty on all new Toyota Industrial Equipment.

Investment	Price-Toyota Model 8BWS10 as specified above:	\$10,979	Each
	Net Price: (Plus Applicable State Sales Tax)	\$10,979	Each

Financing and Maintenance A broad range of competitive and flexible financing options are available through Toyota. Financing requires credit approval. Terms and conditions are subject to change.

In addition, Full Maintenance and Planned Maintenance programs are available.

Terms and Conditions

Payment: Net 10 days / Cash or Financed
 Delivery: Will advise at time of order.
 Quote valid for 30 days.
 F.O.B.: Delivered
 Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.
 Lease offerings subject to credit approval
 Performance and specifications stated are based on specific testing and operating conditions. Actual performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.
 Some options and configurations may void UL.
 All orders are firm and cannot be cancelled without approval from Southwest ToyotaLift
 Cancellation will result in a restocking charge of 20% of the sale price.
 Net Terms and Lease offerings subject to credit approval.
 Any additional costs associated with cancellation will be charged to the customer.
 Special order equipment may require down or full payment at the time of order.
 A processing fee of 3.5% will be applied to credit card transactions.

Sincerely,
Southwest Toyotalift

Accepted:
Yucaipa Valley Water District

Cash Price \$ _____
Financed Payment \$ _____ Per Month _____ Months

By: _____

By: _____

Name: Michael Prybycien

Name: _____

Title: Sales Representative

Title: _____



Date: _____

Quantity _____ Initials _____

QUOTATION



8575 Cherry Ave.
Fontana, CA 92335 U.S.A

PREPARED FOR	
Customer:	Yucaipa Valley Water Dist.
Address:	Po Box 458 Yucaipa, CA 92399-0458 Ryan Janisch 951 902-7579

REFERENCE	
Effective From:	Friday, June 21, 2019
Effective To:	Monday, July 22, 2019
Quote #:	437934
Account Manager:	Bryan Vogt
Direct Phone:	909 637-0041
E-mail:	bryan.vogt@nhmh.com

JUNGHEINRICH EJC B16A - 3,500 lb. Capacity 24 Volt Electric Heavy-Duty Walkie Straddle Baseleg Stacker
HIGHLIGHTS

Uncompromising Performance

- 24V Electrical System
- AC Electric Drive Control
- 1.6 kW AC Drive Motor
- 1.0 kW AC Drive Motor (EJC B12 only)
- Single Piece Polymer Service Access Cover

Designed for Maximum Runtime

- Advanced Regenerative Braking

Superior Operator Comfort

- Multifunction Control Handle with:
 - Wrap-Around Hand Guard
 - Lift/Lower Controls with Proportional Hydraulics
 - Crawl Speed Button (allows travel w/ handle in upright position)
 - Thumb Speed Control
 - Infinitely Variable Travel Speed Control
 - Horn

Increased Operator Awareness

- LED Battery Discharge Indicator (BDI) with Lift Interrupt

Added Operator Protection

- Auto Reversing Switch
- Rollback Protection
- Stability Caster
- Clear Polycarbonate Mast Guard





EJC B16A - 3,500 lb. Capacity 24 Volt Electric Heavy-Duty Walkie Straddle Baseleg Stacker

KEY FEATURES & BENEFITS

INNOVATIVE AC TECHNOLOGY	Our AC technology incorporates "in-house" component design and has been perfected since 1996, providing increased performance, higher energy efficiency, longer run times and lower maintenance costs.
ENHANCED PERFORMANCE	Due to our advanced AC technology, our products allow for extended operation times per battery charge.
INDUSTRY	leading Ergonomic Design - Multifunction control handle includes green throttle rocker sensors, red "Smart" Auto Reverse Button, centrally located horn button, and fork lift/lower rocker control. Rated to IP 54 rating (dust-protected, water protected)
RISK REDUCTION	Our exclusive "Smart" Auto Reverse Button (located at the end of the multifunction control handle) only activates when the truck is traveling towards the operator.
EASIER STEERING	Very low mounting point of control handle to drive unit reduces effort required to steer.

CONFIGURATION

CHASSIS	1	3,500 lb. Capacity 24 Volt Electric Heavy-Duty Walkie Straddle Baseleg Stacker
MAST	1	140.0" MFH / 89.0" OAL / 66.0" FFH Duplex
FORKS	1	Forks 3.9" X 1.6" X 41" (Pair Price)
BATTERY / CHARGER ACCESSORIES	1	2-Inch Display - Battery Discharge Indicator/Hourmeter
BATTERY / CHARGER ACCESSORIES	1	Integrated Charger 110/120V-35 AMP Includes Cord For Wall Outlet Charging
DRIVE WHEELS / TIRES	1	Polyurethane Drive Tire - 9.1" X 2.8" (230 mm X 70 mm)
LOAD WHEELS	1	Dual Articulating Polyurethane Load Wheels 3.3" x 3.3" (85mm x 85mm)
CARRIAGE	1	31.5" ISO Class II A Carriage
LOAD BACKREST	1	48" High Load Backrest Extension
BASELEG OPENING (BLO)	1	42" Baseleg Opening, Fixed Straddle Legs
STEERING OPTIONS	1	Electric Power Steering - Tiller
MAST GUARD	1	Polycarbonate Mast Guard
LANGUAGE MARKINGS	1	English Language Markings North/South America
BATTERY	1	WORKHOG 74028W-WGRC 12-E90-7

BATTERY WEIGHT		COMPARTMENT DIMENSIONS			LEAD LENGTH	CONNECTOR	
MIN	MAX	LENGTH	WIDTH	HEIGHT		TYPE:	SB 175
LB: 602	706	IN: 11.50	25.70	27.36	31.50	COLOR:	Gray
KG: 273	320	MM: 292	653	695	800	POSITION:	A

EJC B16A WARRANTY

EJC B16A Standard Warranty - 12 Months/2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

EJC B16A INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	JH 3,500 lb. Capacity 24 Volt Electric Heavy-Duty Walkie Straddle Baseleg Stacker	\$16,511.72	\$16,511.72	
SPECIFIED INVESTMENT TOTAL:			\$16,511.72 + Tax	
Page 2 / 4			Quote # 437934	

LEAD TIME ON NEW JUNGHEINRICH EJC16A-24V (14 TO 16 WEEKS) UPON APPROVAL

EJC B16A SUGGESTED UPGRADES					
QTY	CATEGORY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	WARRANTY	Extended Full Coverage Warranty - 60 Months/10000 Hours	\$1,293.20	\$1,293.20	
SPECIFIED + SUGGESTED UPGRADES TOTAL:				\$17,804.92 + Tax	

ACCEPTANCE AS CONTRACT OF SALE	
Payment by any other means than cash is subject to a 3% convenience fee. Net balance due at delivery (if not financed) _____ (initial)	
Authorized agent understands and agrees to the Terms and Conditions as included with this Quote	
<div style="border: 1px solid black; display: inline-block; padding: 2px 10px; margin-bottom: 5px;">Yucaipa Valley Water Dist.</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Authorized Agent Signature	<div style="border: 1px solid black; display: inline-block; padding: 2px 10px; margin-bottom: 5px;">Naumann Hobbs</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Authorized Agent Signature
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date Signed	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date Signed
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Printed name	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Bryan Vogt Printed name
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Title/Position	<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Account Manager Title/Position
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Customer Purchase Order Number	
<i>Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.</i>	

1. Before becoming effective, this Quotation must be signed by the Seller, at which time it becomes the Purchaser's Order. Seller unconditionally reserves the right to accept or reject this Purchaser's Order at its sole discretion. When accepted by Seller, this Purchaser's Order shall become a binding contract.
2. Any delivery or shipment date quoted is approximate and subject to delays caused by civil insurrection, war, fire, strike, acts of God, shortages of materials, or failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, any priorities imposed by any government or agency, or any other factor or event beyond the control of Seller or the manufacturer. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to, incidental or consequential damages, and customer waives and releases any such claim. Customer's acceptance of goods also constitutes a waiver of any claim for delay.
3. Purchaser to reject nonconforming goods, or a nonconforming tender only if such nonconformity impairs the value of the goods by more than ten (10%) of the contract price. Purchaser's failure to give notice of any claim within ten (10) days from the date of delivery shall constitute an unqualified acceptance of the goods and a waiver by Purchaser of all claims with respect to the goods. Seller shall have the right to cure nonconformities in the goods or in their tender, provided that Seller notifies the Purchaser within ten (10) days of notification of the nonconformity of its intent to cure. Any such cure must occur within fourteen (14) days of the notification of the nonconformity.
4. In considerations of Seller selling Purchaser goods from time to time, and for other good and valuable consideration, Purchaser grants to Seller a continuing first purchase money security interest and lien in the following as security for the payment to the Seller of the purchase price for goods sold by Seller to Purchaser and for all other amounts due from Purchaser to Seller from time to time: (a) all goods purchased from Seller by Purchaser; (b) all inventory of Purchaser now owned or subsequently acquired from Seller; (c) all proceeds of the foregoing; and all accounts resulting from the foregoing. This lien will constitute a continuing purchase money security interest. Seller may file a photocopy of this agreement as a financing statement. Purchaser agrees to sign and deliver to Seller for filing a UCC-1 financing statement on Seller's request at any time.
5. The risk of loss or damage to goods will pass to Purchaser when placed with a common carrier at the F.O.B. point for delivery to customer. Insurance against loss or damage to the goods during shipment is the Purchaser's responsibility.
6. All sales are final and may not be revoked, canceled or returned by Purchaser, unless Seller specifically agrees in advance in writing.
7. Purchaser will be conclusively deemed to have accepted and agreed to any invoice from Seller (including but not limited to the price, quantity, quality, and description of the goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations and warranties on the invoices), unless Seller received written objection to the invoice from the customer within ten (10) days after the date the invoice is sent to Purchaser.
8. Purchaser warrants that any equipment traded, as described herein and for which trade-in allowance is given, shall be free and clear of all encumbrances.
9. If the product sold is a pallet rack system, Purchaser acknowledges that installation of the pallet racks will not result in damage or alteration to the building. The pallet rack system is a finished product and will remain the personal property of the Purchaser. The pallet rack system may be removed after installation without damage to the building and shall not become a fixed part of the structure. Further, permits may be required from various government agencies to maintain a pallet racking system. Seller's services include acquiring necessary permits. To the extent such permits are necessary and Purchaser determines not to utilize Seller's services, Purchaser acknowledges it is assuming responsibility for acquiring said permits: (Purchaser's initials).
10. In the event of suit by Seller on this Purchase Agreement on account of Purchaser's breach thereof, Seller shall be entitled to recover the costs and expenses of such suit and related proceedings, including reasonable attorney's fees.
11. Once Purchaser agrees to terms and conditions of this agreement and fails to comply with payment terms or returns machine with use, Naumann Hobbs retains the right to charge rental, at our published rate, for the time machine was in possession of the Purchaser.
12. Seller's Liability on any claim of any kind, including but not limited to warranty, negligence, strict liability, and any other cause of action, for any loss or damage arising out of, connected with, or resulting from the performance or breach of the terms of sale of any goods, or from the design, manufacture, sale, delivery, resale, installation, technical direction of installation, inspection, repair, operation or use of any goods or services or part of those goods or services will in no case exceed the purchase price allocable to the goods or services or part of those goods or services that gives rise to the claim.
13. Purchaser assumes all responsibility for use of the goods and for training the persons who will use the goods. Purchaser will indemnify, defend and hold Seller harmless from any claim, demand, loss, liability, damage or expenses arising in any way from use of the goods by Purchaser or its employees, agents, contractors, assigns or successors.
14. Seller makes no representation whatsoever with regard to whether any goods comply with the Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act (ADA), or any other federal state or local statute, law, ordinance or ruling. Seller is not responsible for any use of the goods. Purchaser will be responsible for safe use of all goods.

TERMS & CONDITIONS OF WARRANTIES

A. NEW WARRANTY

Equipment or machinery described herein as new is sold subject to such warranties as are made in writing by the manufacturer thereof. Seller does not guarantee or otherwise assure performance of the manufacturer's warranty. Any claim on account of any such warranty will be made solely against the manufacturer and, notwithstanding and such claim, the purchase price will be paid on the terms set forth in the Purchase Agreement and Invoice. If there is no warranty provided by the manufacturer, then the goods are sold "as is". SUCH WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR PURPOSE; SELLER SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES OR LIABILITY EITHER DIRECT OR CONSEQUENTIAL.

A. USED WARRANTY CONDITIONS

THE USED MACHINERY AND EQUIPMENT SUBJECT TO THIS AGREEMENT IS SOLD "AS IS" AND "WITH ALL FAULTS". SELLER MAKES NO WARRANTY RELATED TO THE TITLE OF THE GOODS FOR SALE UNDER THIS AGREEMENT, NOR TO THE RIGHTFUL TRANSFER OF THE GOODS, NOR TO THE EXISTENCE OF SECURITY INTEREST, LIENS, OR OTHER ENCUMBRANCES AGAINST THE GOODS. HOWEVER, SELLER WARRANTS THAT, AT THE TIME OF SALE, SELLER DID NOT KNOW OF ANY HOSTILE CLAIM OF TITLE OR ANY ENCUMBRANCES AGAINST THE GOODS FOR SALE UNDER THIS AGREEMENT.



Date: July 30, 2019
From: Allison M. Edmisten, Chief Financial Officer
Subject: Presentation of Budget Adjustments for Fiscal Year 2018-19

As discussed throughout the prior fiscal year, at various times, the Board of Directors approve projects and/or purchases that are funded through reserve funds. Throughout the prior fiscal year, these expenses were paid and funded via reserves as approved, but the corresponding budget transfer was not completed. This resulted in expenses appearing higher than budget. By adjusting the budget to show the reserve funds being transferred in, this will more clearly state the expenditures compared to budget. Attached are adjustments as a result of transfers in from reserves to the 2018-19 budget.

For all three funds, water, sewer and recycled, there is an increase in both revenue and expenses as a result of the transfer in from reserves. After the adjustments, this continues to be a balanced budget. On the following page, is a summary of the June 30, 2019 unaudited financials after the budget adjustment. The Sewer Treatment expenses still remain higher than budget due to the following:

- The MORE project is part of the operating budget
- Chemical costs were higher in 2018-19 as a result of the plant upset
- Lift Station #6 and #7 design fees were reclassified to operating expenses
- Hazard Mitigation Plan

District staff will continue to do budget adjustments each fiscal year as needed.

Summary of Revenue Budget				
As of June 30, 2019 (86% of Budget Cycle)				
Division	Current Month	Year-to-Date	Budget Amount	Percentage
Water	\$ 755,647	\$ 12,510,694	\$ 14,837,341	84.32%
Sewer	\$ 923,187	\$ 11,071,550	\$ 12,729,044	86.98%
Recycled Water	\$ 75,612	\$ 944,441	\$ 1,133,283	83.34%
District Revenue	\$ 1,754,446	\$ 24,526,684	\$ 28,699,668	85.46%

Summary of Water Budget vs. Expenses				
As of June 30, 2019 (86% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Water Resources	\$ 378,899	\$ 4,875,164	\$ 5,667,575	86.02%
Public Works	\$ 210,392	\$ 3,074,727	\$ 3,233,954	95.08%
Administration	\$ 214,296	\$ 2,826,205	\$ 3,641,074	77.62%
Long Term Debt	\$ -	\$ 2,294,738	\$ 2,294,738	100.00%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 803,586	\$ 13,070,833	\$ 14,837,341	88.09%

Summary of Sewer Budget vs. Expenses				
As of June 30, 2019 (86% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Treatment	\$ 317,298	\$ 4,179,857	\$ 3,530,327	118.40%
Administration	\$ 195,499	\$ 3,684,256	\$ 4,090,073	90.08%
Environmental Control	\$ 83,258	\$ 1,286,298	\$ 1,329,647	96.74%
Long Term Debt	\$ -	\$ 3,833,694	\$ 3,869,281	99.08%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 596,054	\$ 12,984,106	\$ 12,819,328	101.29%

Summary of Recycled Water Budget vs. Expenses				
As of June 30, 2019 (86% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Administration	\$ 81,934	\$ 1,139,482	\$ 1,133,283	100.55%
TOTAL	\$ 81,934	\$ 1,139,482	\$ 1,133,283	100.55%
District Expenses	\$ 1,481,575	\$ 27,194,421	\$ 28,789,952	94.46%

WATER DIVISION BUDGET

Fiscal Year 2018-19

G/L Number	Modified Budget Fiscal Year 2018-19	Budget Adjustment July 2019	Final Budget Fiscal Year 2018-19	Explanation
OPERATING REVENUE:				
Potable Water - Commodity Charge	5,958,445		5,958,445	
Construction Water - Commodity Charge	25,000		25,000	
Imported Water - San Geronio Pass W.A.	250,000		250,000	
Imported Water - San Bernardino Valley M.W.D.	850,000		850,000	
Potable Water - Commodity Multi-Unit Discount	(110,000)		(110,000)	
Water Wholesale Revenue	200,000		200,000	
Water Service Establishment Fee	5,000		5,000	
Potable Water - Service Demand Charge	3,400,000		3,400,000	
Fire Service Standby Fee	45,000		45,000	
Construction Water - Service Charge	15,000		15,000	
Potable Water - Service Charge Multi-Unit Discount	(135,000)		(135,000)	
Unauthorized Use of Water Charges	2,000		2,000	
Water Meter & Service Installation Charges	50,000		50,000	
Fire Flow Measurements & Reports	4,500		4,500	
Disconnection and Reconnection Charges	100,000		100,000	
Delinquent Payment Charges	135,000		135,000	
Bad Debt Write-Off & Recovery	(20,000)		(20,000)	
Management & Accounting Services	202,500		202,500	
Total Operating Revenue	10,977,445	-	10,977,445	

NON-OPERATING REVENUE:

Transfer - Reserve Fund to Asset Acquisition	-		-	
Transfer - Reserve Fund	-	329,396	329,396	
Transfer - Rate Stabilization Fund to Water Division	-		-	
Interest Earned	85,000		85,000	
Property Tax-Unsecured	140,000		140,000	
Property Tax-Secured	2,973,500		2,973,500	
Tax Collection-Prior	45,000		45,000	
Other Taxes	184,000		184,000	
Rental Income - Water Stock	3,000		3,000	
Miscellaneous Non-Operating Revenue	100,000		100,000	
Total Non-Operating Revenue	3,530,500	329,396	3,859,896	
TOTAL WATER REVENUE	14,507,945		14,837,341	

WATER DIVISION BUDGET
Fiscal Year 2018-19

G/L Number	Modified Budget Fiscal Year 2018-19	Budget Adjustment July 2019	Final Budget Fiscal Year 2018-19	Explanation
OPERATING EXPENSE:				
Water Resource Department	5,470,337	197,238	5,667,575	
Public Works Department	3,233,954	-	3,233,954	
Administration Department	3,508,916	132,158	3,641,074	
Long-Term Debt Obligations	2,294,738		2,294,738	
Asset Acquisition	-		-	
Total Operating Expense	14,507,945	329,396	14,837,341	
TOTAL WATER EXPENSES 14,507,945 14,837,341				
WATER RESOURCE DEPARTMENT				
Labor	997,976		997,976	
Benefits	501,361		501,361	
Repair & Maintenance - Structures	515,000	197,238	712,238	Oversa - SCADA and Cellular
Repair & Maintenance - Valves	20,000		20,000	
General Supplies & Expenses	2,000		2,000	
Power Purchases	1,394,000		1,394,000	
Electricity and Fuel	5,000		5,000	
Imported Water Purchases	1,200,000		1,200,000	
Licenses & Permits	70,000		70,000	
Laboratory Services	65,000		65,000	
Operation, Repair & Maintenance - YVRWFF	700,000		700,000	
Sub-Total Water Resource Department	5,470,337	197,238	5,667,575	
PUBLIC WORKS DEPARTMENT				
Labor	1,650,107		1,650,107	
Benefits	888,847		888,847	
Repair & Maintenance - Vehicles & Equipment	200,000		200,000	
Repair & Maintenance - Valves	10,000		10,000	
Repair & Maintenance - Pipelines	225,000		225,000	
Repair & Maintenance - Service Lines	96,000		96,000	
Repair & Maintenance - Fire Hydrants	81,500		81,500	
PUBLIC WORKS DEPARTMENT (CONT)				
Repair & Maintenance - Backflow	20,000		20,000	
Repair & Maintenance - Water Meters	30,000		30,000	
Fire Flow Testing	30,000		30,000	
General Supplies & Expenses	2,500		2,500	
Sub-Total Utility Services Department	3,233,954	-	3,233,954	

WATER DIVISION BUDGET
Fiscal Year 2018-19

	G/L Number	Modified Budget Fiscal Year 2018-19	Budget Adjustment July 2019	Final Budget Fiscal Year 2018-19	Explanation
ADMINISTRATION DEPARTMENT					
Labor	02-5-06-50010	602,359		602,359	
Director Fees	02-5-06-50012	25,000		25,000	
Benefits	02-5-06-500xx	291,857		291,857	
Repair & Maintenance - Structures	02-5-06-51003	30,000		30,000	
Safety Equipment & Supplies	02-5-06-51120	25,000		25,000	
Petroleum Products	02-5-06-51125	105,000		105,000	
Office Supplies	02-5-06-51130	35,000		35,000	
General Supplies & Expenses	02-5-06-51140	35,000		35,000	
Electricity	02-5-06-51211	65,000		65,000	
Natural Gas	02-5-06-51213	1,500		1,500	
Dues & Subscriptions	02-5-06-54002	41,500		41,500	
Computer Expenses	02-5-06-54005	100,000	14,687	114,687	Servers - partial expense in water, partial in sewer
Postage	02-5-06-54010	4,200		4,200	
Printing & Publications	02-5-06-54011	-		-	
Education & Training	02-5-06-54012	15,000		15,000	
Utility Billing Expenses	02-5-06-54013	150,000		150,000	
Public Relations	02-5-06-54014	25,000		25,000	
Travel Related Expenses	02-5-06-54016	8,000		8,000	
Certifications & Renewals	02-5-06-54017	8,000		8,000	
Meeting Related Expenses	02-5-06-54020	8,000		8,000	
Utilities - YVWD Services	02-5-06-54022	60,000		60,000	
Waste Disposal	02-5-06-54024	2,500		2,500	
Telephone	02-5-06-54025	45,000		45,000	
Conservatin & Rebates	02-5-06-54099	30,000		30,000	
Contractual Services	02-5-06-54104	100,000		100,000	
Legal	02-5-06-54107	50,000		50,000	
Audit & Accounting	02-5-06-54108	12,000		12,000	
ADMINISTRATION DEPARTMENT (CON'T)					
Professional Fees	02-5-06-54109	270,000	117,471	387,471	Geoscience support services and Dudek consulting expenses.
Reserve Funds	02-5-06-55500	200,000		200,000	
Water Infrastructure Replacement	02-5-06-xxxxx	1,000,000		1,000,000	
Insurance	02-5-06-56001	100,000		100,000	
Regulatory Compliance	02-5-06-57030	15,000		15,000	
Election Related Expenses	02-5-06-57090	5,000		5,000	
Beaumont Basin Watermaster	02-5-06-57096	44,000		44,000	
		3,508,916	132,158	3,641,074	
Sub-Total Administration Department					

WATER DIVISION BUDGET Fiscal Year 2018-19

G/L Number	Modified Budget Fiscal Year 2018-19	Budget Adjustment July 2019	Final Budget Fiscal Year 2018-19	Explanation
LONG-TERM DEBT				
Debt Service - Series 2015A Principal	1,115,000		1,115,000	
Debt Service - Interest - Bond Repayment	1,179,738		1,179,738	
Rate Stabilization Fund				
Sub-Total Long-Term Debt	2,294,738	-	2,294,738	
ASSET ACQUISITION				
Water Department	-		-	
Utility Services Department	-		-	
Administration	-		-	
Sub-Total Asset Acquisition	-	-	-	

SEWER DIVISION BUDGET
Fiscal Year 2018-19

G/L Number	Modified Budget Fiscal Year 2018-19	Budget Adjustment July 2019	Modified Budget Fiscal Year 2018-19	Explanation
OPERATING REVENUE:				
Sewer Service Establishment Fee	500		500	
Sewer Service Demand Charge	12,301,686		12,301,686	
Sewer Service Demand - Multi-User Discount	(200,000)		(200,000)	
Sewer Lateral Installation	2,500		2,500	
Penalty Late Charges	135,000		135,000	
Bad Debt Write-Off & Recovery	(15,000)		(15,000)	
Front Footage Fees	30,000		30,000	
Revenue-Other, Operating	2,000		2,000	
Total Operating Revenue	12,256,686	-	12,256,686	
NON-OPERATING REVENUE:				
Transfer - Reserve Fund to Asset Acquisition	-		-	
Transfer - Reserve Fund	-	457,643	457,643	
Rate Stabilization Fund Transfer In	-		-	
Interest Earned	95,000		95,000	
Property Tax-Unsecured	-		-	
Property Tax-Secured	-		-	
Tax Collection-Prior	-		-	
Other Taxes	-		-	
Misc. Non-Operating Revenue	10,000		10,000	
Total Non-Operating Revenue	105,000	457,643	562,643	
TOTAL SEWER REVENUE	12,361,686		12,819,329	
OPERATING EXPENSE:				
Treatment	3,440,043	90,284	3,530,327	
Administration	3,782,899	307,174	4,090,073	
Environmental Control	1,269,463	60,184	1,329,647	
Debt Service	3,869,281	-	3,869,281	
Asset Acquisition	-	-	-	
Total Operating Expense	12,361,686	457,643	12,819,329	
TOTAL SEWER EXPENSES	12,361,686		12,819,329	

SEWER DIVISION BUDGET

Fiscal Year 2018-19

	G/L Number	Modified Budget		Budget Adjustment		Modified Budget		Explanation
		Fiscal Year 2018-19	July 2019	July 2019	Fiscal Year 2018-19			
TREATMENT								
Labor	03-5-02-50010	979,711			979,711			
Benefits	03-5-02-500xx	577,896			577,896			
Repair and Maintenance - Structures	03-5-02-51003	300,000		90,284	390,284			
Automation Control	03-5-02-51010	70,000			70,000			
Chemicals	03-5-02-51106	600,000			600,000			
Propane	03-5-02-51111	1,000			1,000			
Laboratory Supplies	03-5-02-51115	35,000			35,000			
General Supplies & Expenses	03-5-02-51140	2,000			2,000			
Utilities-Power Purchases	03-5-02-51210	800,000			800,000			
Laboratory Services	03-5-02-54110	85,000			85,000			
Sludge Disposal	03-5-02-57031	230,000			230,000			
Brineline Operating Expenses	03-5-02-57034	385,000			385,000			
	Sub-Total Treatment	4,065,607		90,284	4,155,891			
ADMINISTRATION								
Labor	03-5-06-50010	602,359			602,359			
Directors Fees	03-5-06-50012	25,000			25,000			
Benefits	03-5-06-500xx	286,857			286,857			
Safety Equipment	03-5-06-51120	5,500			5,500			
Petroleum Products	03-5-06-51125	18,000			18,000			
Office Supplies	03-5-06-51130	10,000			10,000			
General Supplies & Expenses	03-5-06-51140	30,000			30,000			
Dues & Subscriptions	03-5-06-54002	25,000			25,000			
Management & Accounting Services	03-5-06-54003	202,500			202,500			
Computer Expenses	03-5-06-54005	100,000		14,687	114,687		Servers - partial expense in sewer, partial in water	
Printing & Publications	03-5-06-54011	-			-			
Education & Training	03-5-06-54012	15,000			15,000			
Public Relations	03-5-06-54014	25,000			25,000			
Travel Related Expenses	03-5-06-54016	10,000			10,000			
Certifications & Renewals	03-5-06-54017	7,500			7,500			
Licenses & Permits	03-5-06-54019	65,000			65,000			
Meeting Related Expenses	03-5-06-54020	5,000			5,000			
YVWD Services	03-5-06-54022	1,500			1,500			
Waste Disposal	03-5-06-54024	13,000			13,000			
Telephone	03-5-06-54025	45,000			45,000			
Drinking Water	03-5-06-54030	1,250			1,250			
Contractual Services	03-5-06-54104	456,746		(282,513)	174,233		Reduce Budget not needed	
Legal	03-5-06-54107	45,000			45,000			
Audit & Accounting	03-5-06-54108	12,000			12,000			
Professional Fees	03-5-06-54109	159,000		575,000	734,000		Geoscience, Ecorp and budget move from G/L 54104	

SEWER DIVISION BUDGET
Fiscal Year 2018-19

	G/L Number	Modified Budget Fiscal Year 2018-19	Budget Adjustment July 2019	Modified Budget Fiscal Year 2018-19	Explanation
ADMINISTRATION (CONT)					
Reserve Funds	03-5-06-55500	500,000		500,000	
Sewer Infrastructure Replacement	03-5-06-xxxxx	500,000		500,000	
Insurance	03-5-06-56001	115,000		115,000	
Regulatory Compliance	03-5-06-57030	50,000		50,000	
	Sub-Total Administration	3,331,212	307,174	3,638,386	
ENVIRONMENTAL CONTROL					
Labor	03-5-07-50011	614,646		614,646	
Benefits	03-5-07-500xx	326,817		326,817	
Repair and Maintenance - Structures (Pipeline)	03-5-07-51003	225,000	60,184	285,184	Weka- sewer mainline, install rip rap
General Supplies & Expenses	03-5-07-51140	1,000		1,000	
Lift Station No. 1	03-5-07-51241	55,000		55,000	
Lift Station No. 2	03-5-07-51242	14,000		14,000	
Lift Station No. 3	03-5-07-51243	9,000		9,000	
Lift Station No. 4	03-5-07-51244	14,500		14,500	
Lift Station No. 6	03-5-07-51246	10,000		10,000	
Lift Station No. 8	03-5-07-51248	3,000		3,000	
Professional Fees	03-5-07-54109	60,000		60,000	
Laboratory Services	03-5-07-54110	-		-	
	Sub-Total Environmental Control	1,332,963	60,184	1,393,147	
LONG-TERM DEBT					
Debt Service - Principal WRWRF Project	03-5-40-57202	2,252,312		2,252,312	
Debt Service - Principal Brineline Project	03-5-40-57203	435,383		435,383	
Debt Service - Principal WISE Project	03-5-40-57204	133,659		133,659	
Debt Service - Principal R-10.3 Project	03-5-40-57205	39,161		39,161	
Debt Service - Principal Crow Street & B-12.1	03-5-40-57206	15,330		15,330	
Debt Service - Interest	03-5-40-57403	957,873		957,873	
Debt Service - Rate Stabilization Fund	57006.03.06	-		-	
	Sub-Total Long-Term Debt	3,833,718	-	3,833,718	
ASSET ACQUISITION					
Sewer Treatment Department	03-5-40-57002	-		-	
Sewer Administration Department	03-5-40-57006	-		-	
Environmental Control Department	03-5-40-57007	-		-	
	Sub-Total Asset Acquisition	-	-	-	

RECYCLED WATER DIVISION

Fiscal Year 2018-19

	G/L Number	Modified Budget Fiscal Year 2018-19	Budget Adjustment July 2019	Modified Budget Fiscal Year 2018-19	Explanation
OPERATING REVENUE:					
Recycled Water - Commodity Charge	04-40010	694,270		694,270	
Construction Recycled Water - Commodity Chrg	04-40011	65,000		65,000	
Recycled Water - Service Demand Charge	04-41000	85,000		85,000	
Construction Recycled Water - Service Charge	04-41003	5,000		5,000	
Meter/Lateral Installation	04-41110	45,000		45,000	
Delinquent Payment Charges	04-41121	5,000		5,000	
Revenue-Other, Operating	04-41122	500		500	
Total Operating Revenue		899,770	-	899,770	
NON-OPERATING REVENUE:					
Transfer - Reserve Fund	- -	-	36,013	36,013	Woodard-Title 22, Reservoir Inspections
Interest Earned	04-43010	20,000		20,000	
Property Tax-Unsecured	04-43110	0		0	
Property Tax-Secured	04-43120	176,500		176,500	
Tax Collection-Prior	04-43130	0		0	
Other Taxes	04-43140	0		0	
Misc. Non-Operating Revenue	04-49150	1,000		1,000	
Total Non-Operating Revenue		197,500	36,013	233,513	
TOTAL RECYCLED WATER REVENUE		1,097,270		1,133,283	
OPERATING EXPENSES:					
Labor - Recycled Water	04-5-06-50010	577,931		577,931	
Director Fees	04-5-06-50012	5,000		5,000	
Benefits - Recycled Water	04-5-06-500xx	266,839		266,839	
R&M - Structures	04-5-06-51003	14,000	19,859	33,859	Reservoir Inspections
R&M - Valves	04-5-06-51011	5,000		5,000	
R&M - Pipelines	04-5-06-51020	2,500		2,500	
R&M - Service Lines	04-5-06-51021	2,500		2,500	
R&M - Fire Hydrants	04-5-06-51022	1,000		1,000	
R&M - Meters/Backflow	04-5-06-51030	10,000		10,000	
General Supplies and Expenses	04-5-06-51140	5,000		5,000	
Utilities - Power Purchases	04-5-06-51210	70,000		70,000	
Dues & Subscriptions	04-5-06-54002	1,500		1,500	
Computer Expense	04-5-06-54005	5,000		5,000	



Date: July 30, 2019

From: Joseph Zoba, General Manager

Subject: Overview of the Statewide Community Infrastructure Program for the Construction of Various District Facilities and Review of a Draft Resolution for Reimbursement of Project Expenditures

At the board workshop on May 28, 2019, the District staff discussed using the Statewide Community Infrastructure Program (SCIP) for financing the construction of various District facilities.

The California Statewide Communities Development Authority developed the Statewide Community Infrastructure Program (“SCIP”) to provide property owners with the ability to finance development impact fees through an acquisition agreement that qualifies under the 1913/1915 Act via tax-exempt bond issuance proceeds.

Statewide Community Infrastructure Program (SCIP)

Overview

In response to the increasing local agency staff time and budget pressures caused by new commercial, industrial or residential development, CSCDA offers the Statewide Community Infrastructure Program (“SCIP”). SCIP is a financing program that enables developers to pay most impact fees and finance public improvements through an acquisition agreement that qualify under the 1913/1915 Act (excluding school fees) via tax-exempt bond issuance proceeds. The SCIP program has assisted communities and developers throughout California to finance over \$500 million in impact fees since 2003.

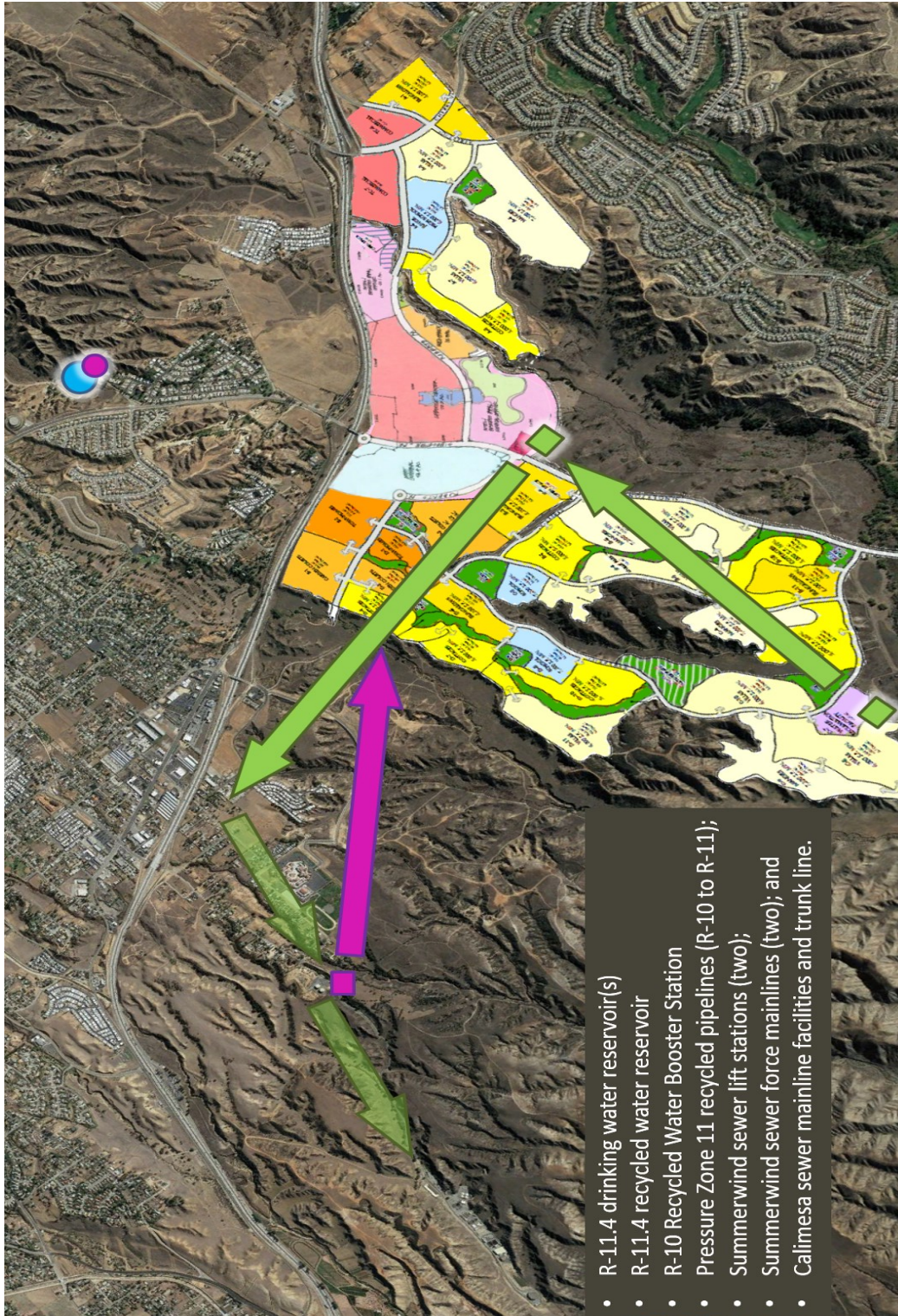
This highly versatile program has been molded to the needs of each local agency participant of SCIP. As most local agencies require developers to pay impact fees prior to obtaining a permit, SCIP can be used to directly prepay these fees or, alternatively, to reimburse the developer after fee payment. The program can be used to enable developers to pay for, or be reimbursed for, all eligible impact fees or for a single impact fee. Moreover, the program may alleviate the need for a fee deferral program by providing the local agency with necessary funds and eliminating the risk of nonpayment by the developer.

The District utilized SCIP financing for the construction of the R-12.4 Reservoir Project.

The District staff recommends that the District pursue SCIP financing for facilities needed solely for new development. These facilities include, but are not limited to the following:

- R-11.4 drinking water reservoir(s);
- R-11.4 recycled water reservoir;
- R-10 Recycled Water Booster Station - To provide recycled water to Pressure Zone 11

- R-11 Recycled Water Booster Station - To provide recycled water to Pressure Zone 12
- Pressure Zone 11 recycled pipelines (R-10 to R-11);
- Summerwind sewer lift stations (two);
- Summerwind sewer force mainlines (two); and
- Calimesa sewer mainline facilities and trunk line.



RESOLUTION NO. 2019-xx

A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT DECLARING ITS OFFICIAL INTENT TO REIMBURSE PROJECT EXPENDITURES WITH BOND PROCEEDS AND RELATED ACTIONS

WHEREAS, the Yucaipa Valley Water District (the "District") intends to provide for the issuance and sale of special tax, special assessment or other bonds (the "Bonds") by the California Statewide Communities Development Authority (the "Authority") to finance certain capital costs associated with the Oak Valley Development, Summerwind Development, Mesa Verde Development and other properties (the "Project"), including but not limited to the

- R-11.4 drinking water reservoir(s);
- R-11.4 recycled water reservoir;
- R-10 Recycled Water Booster Station - To provide recycled water to Pressure Zone 11
- Pressure Zone 11 recycled pipelines (R-10 to R-11);
- Summerwind sewer lift stations (two);
- Summerwind sewer force mainlines (two); and
- Calimesa sewer mainline facilities and trunk line.

(collectively, the "Improvements");

WHEREAS, beginning the 60-day period prior to the date hereof, the District has paid or incurred, or expects to pay or incur, costs with respect to the Improvements prior to the issuance of the Bonds;

WHEREAS, in order to reimburse for the payment, or pay unpaid costs, of the Improvements, the District anticipates the Authority will issue debt obligations in an amount not expected to exceed \$ [REDACTED] for the purpose of financing the Improvements and other capital costs and development fees;

WHEREAS, proceeds of such debt obligations (including the Bonds) will be allocated to reimbursement expenditures no later than 18 months after the later of (i) the date the cost is paid, or (ii) the date the Improvements are placed in service or abandoned (but in no event more than three years after the cost is paid);

WHEREAS, the District is the applicable authorized entity to declare its reasonable official intent to reimburse prior expenditures for the Improvements with proceeds of indebtedness;

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the District to declare its reasonable official intent to reimburse prior expenditures for the Improvements with proceeds of indebtedness; and

WHEREAS, the District wishes to declare its official intent to use proceeds of indebtedness (such as the Bonds) to reimburse expenditures paid with the Improvements before any obligations are issued and to finance the Improvements on a long-term basis with the proceeds of such indebtedness.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT HEREBY RESOLVES AND APPROVES AS FOLLOWS:

SECTION 1. All of the recitals herein contained are true and correct and the Board of Directors (the "Board of Directors") so finds.

SECTION 2. This Resolution is adopted by the Board of Directors solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. Unless otherwise defined, terms used herein shall have the meaning set forth in the Internal Revenue Code of 1986 and in Section 1.150-2 of the Treasury Regulations. This Resolution does not bind the District to make any expenditure, incur any indebtedness, or proceed with the Project.

SECTION 3. The officers, employees and agents of the District are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the actions herein authorized and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

SECTION 4. All actions heretofore taken by the officers, employees, and agents of the District with respect to the actions set forth above are hereby approved, confirmed, and ratified.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 6th day of August 2019.

YUCAIPA VALLEY WATER DISTRICT

Chris Mann, President of the Board

ATTEST:

Joseph B. Zoba, Secretary of the Board

(SEAL)





What is the Statewide Community Infrastructure Program?

- SCIP is a pooled tax exempt financing program which can finance impact fees and public improvements for private developments
- Any City / County / Special District can participate in SCIP to provide the local agency the means of offering competitive financing to all developers as a turn key solution, minimizing local agency staff time
- The bonds are issued by the California Statewide Communities Development Authority (CSCDA) which is a Joint Powers Authority sponsored by the League of California Cities and the California State Association of Counties to promote bond programs of public benefit to its members
- These are 30 year fixed-rate tax-exempt bonds secured by property owner assessments
- There are typically two issues a year (in the Spring and Fall). SCIP has issued over \$500 MM in bonds since its inception in 2003
- The Program also allows CSCDA to establish stand-alone Mello-Roos Community Facilities Districts which allow for financing of public improvements and services

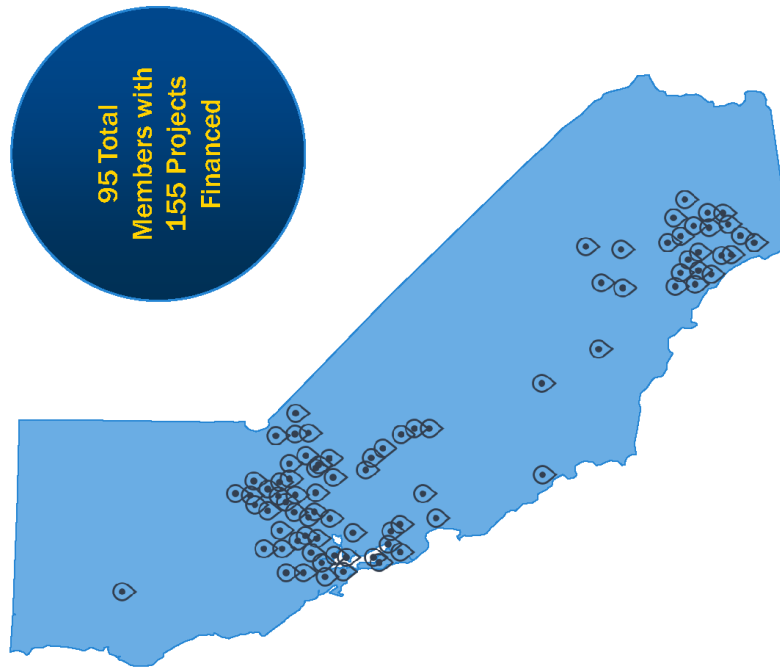




Who Uses SCIP?

95 Participating Local Agencies across California with a Growing List of Recurring Developer Clients

Member Map



Participating Local Agencies

Alameda, City of	Merced, City of
American Canyon	Millbrae
Angels	Morgan Hill
Antioch	Morro Bay
Bakersfield	Murieta
Banning	City of Napa
Blythe	County of Napa
Brentwood	Newport Beach
Butte County	Norco
Callistoga	Oakley
Cathedral City	Oxnard
Chula Vista	Palm Springs
Citrus Heights	Petaluma
Clovis	Placer, County of
Coachella Valley Water District	Rainbow Municipal Water District
Cosumnes CSD	Rancho Cordova
Corona	Redding
Dana Point	Richmond
Davis	Rialto
Desert Hot Springs	Rio Vista
Diablo Water District	Rocklin
Dublin	Roseville
Dublin San Ramon Services District	Sacramento, City of
East Contra Costa Regl. F&F Auth.	Sacramento, County of
East Palo Alto	Sacramento County Water Agency
Eastern Municipal Water District	Sacramento Regional County Sanitation Dt.
El Dorado, County of	Sacramento Area Sewer District
Elk Grove	San Diego, City of
Fairfield	San Juan Bautista
Folsom	San Luis Obispo, County of
Fremont	San Marcos
Galt	San Mateo, County of
Gardena	Santa Rosa
Healdsburg	Sonoma, County of
Hercules	South Placer Municipal Utility District
Hollister	Stockton
Imperial, County of	Thousand Oaks
Indian Wells	Tracy
Indio	Tuolumne, County of
Ironhouse Sanitary District	Ukiah
Lathrop	Vacaville
Lincoln	Vallejo
Linda County Water District	West Sacramento
Live Oak	Woodland
Livermore	Yuba City
Madera, City of	Yuba, County of
Manteca	Yucalpa Valley Water District
Menifee	



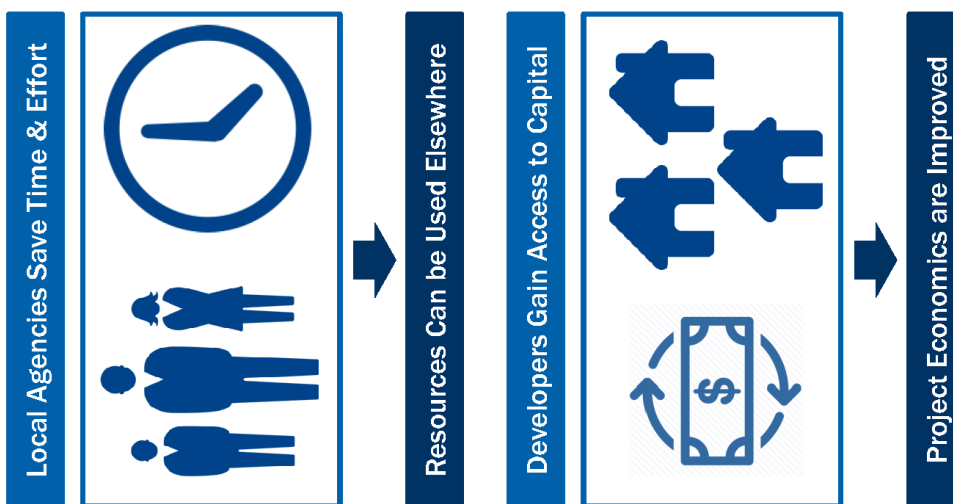


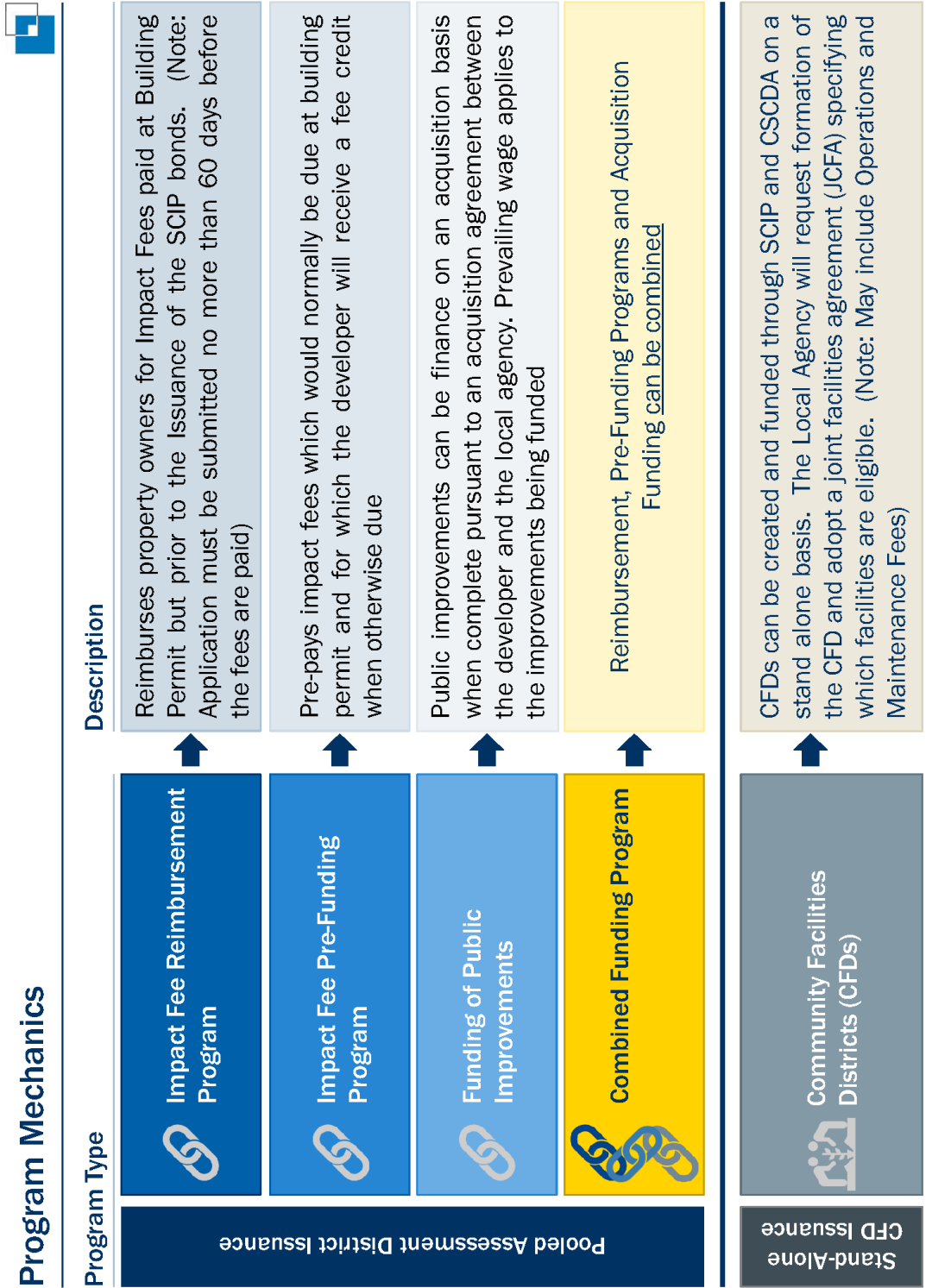
SCIP Participating Developers



Program Benefits

- SCIP provides **local agencies** a means of offering competitive financing to all developers as a turnkey solution which minimizes local agency staff time
- The Program can finance projects which range in size from \$500,000 up to \$10,000,000 or higher
- **Developers** use SCIP for a variety of reasons:
 - ① Can be part of the capital mix of debt, equity, public financing
 - ② Provides off balance sheet/land secured non recourse debt
 - ③ Can provide competitive advantages with respect to residential marketing
 - ④ Minimizes carrying cost by enabling developers to more efficiently subdivide and issue debt only for the lots where they are prepared to pull permits
- SCIP provides diversity to investors and economies of scale to its participants which ultimately translates to competitive interest rates and lower costs





What Can be Financed through the Program?

Eligible Fees

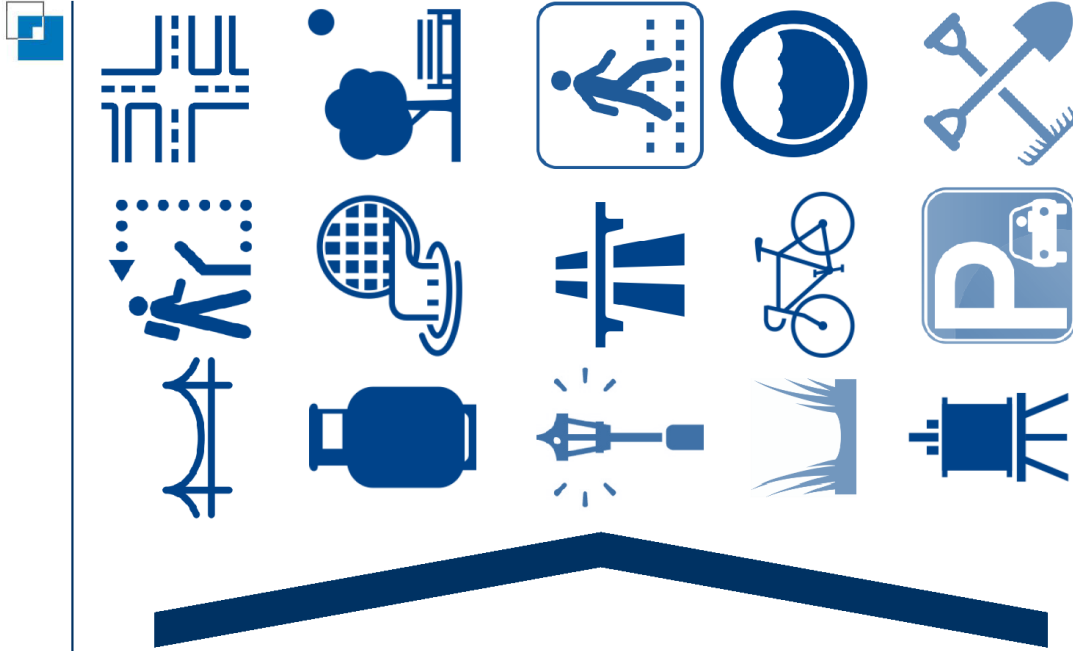
Fees for infrastructure to be owned by public agency

Does not include school, housing, fire, and police fees

Eligible Improvements

Improvements identified in the 1913 / 1915 Assessment Act, including but not limited to, are listed below:

- ➡ Street and Roadways
- ➡ Freeway Interchanges
- ➡ Pedestrian Malls
- ➡ Sidewalks
- ➡ Storm Drainage
- ➡ Flood Control
- ➡ Water Supply
- ➡ Gas Supply
- ➡ Street lighting
- ➡ Parking
- ➡ Landscaping
- ➡ Sewer and Pipelines
- ➡ Parks and Parkways
- ➡ Bridges and Thoroughfares
- ➡ Bicycle and Pedestrian Trails
- ➡ Open Space and Greenbelts

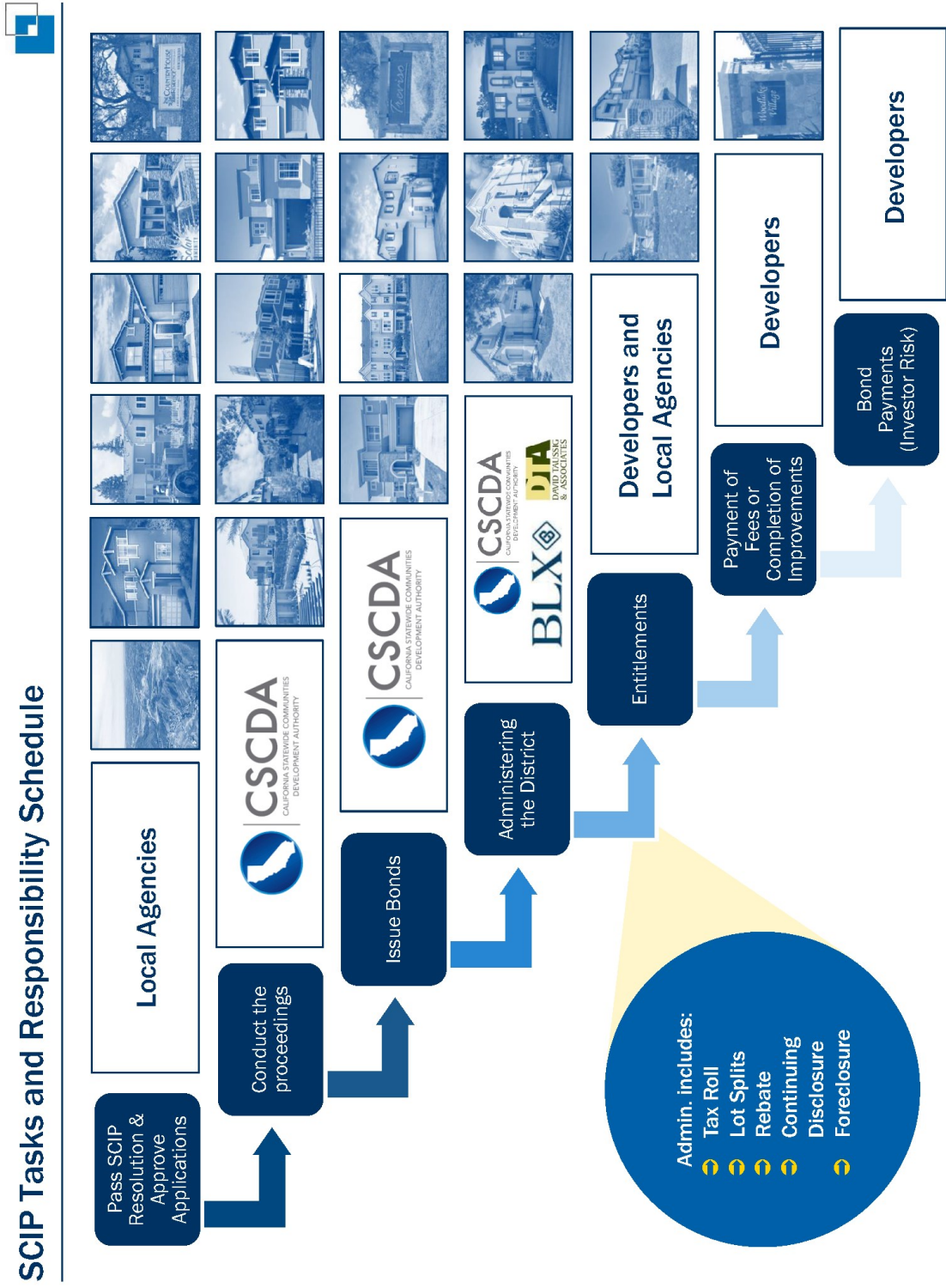




Local Agency Requirements

- 1 Must be a Member of CSCDA (no cost to join and CSCDA currently has 532 members)
- 2 Adopt SCIP Resolution consenting to use of the SCIP Program (again no cost to join)
 - a) Sample Resolutions and Agreements are contained in the SCIP Manual and proposal by SCIP Legal Counsel
- 3 Developers can submit funding applications online but they must be signed by the Local Agency prior to the Public Hearing
- 4 Will review and verify eligible fees and improvements contained in the Engineer's Report prepared by SCIP
- 5 Will execute an acquisition agreement to reimburse developer for public improvements, the form of which is included with the SCIP Resolution
- 6 Funds will be spent in accordance with federal tax law
- 7 Approve requisition of funds







Key Events

The City or County does not issue bonds or levy assessments

The schedule of proceedings is described below:





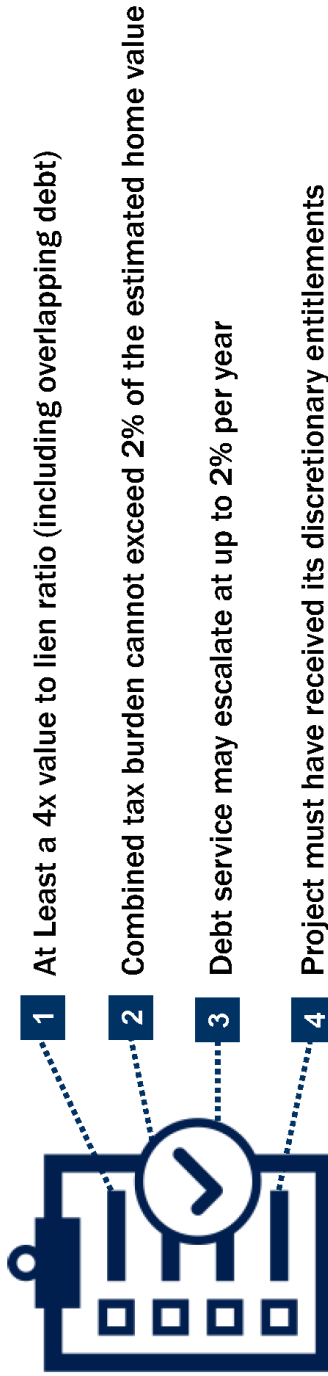
Community Facilities Districts

SCIP is available to form CFDs and Issue bonds for Stand Alone Projects

Local Agency will adopt a Resolution requesting CSCDA form a CFD including a Joint Community Facilities Agreement (JCFA)

- Will attach a boundary map of the project
- A list of facilities and fees to be financed
- May include and O&M component in addition to facilities
- Can include more than one Local Agency in the CFD (with approval)

CSCDA credit requirements⁽¹⁾:



The minimum size for a stand alone CFD is \$5 million

(1) If a Local Agency has more stringent requirements those will apply

<p>2003 - Present Transactions</p> <p>Appendix I</p>	
<p> SCIP Statewide Community Infrastructure Program</p> <p> CSCDA CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY</p> <p> RBC</p> <p>RBC Capital Markets</p>	



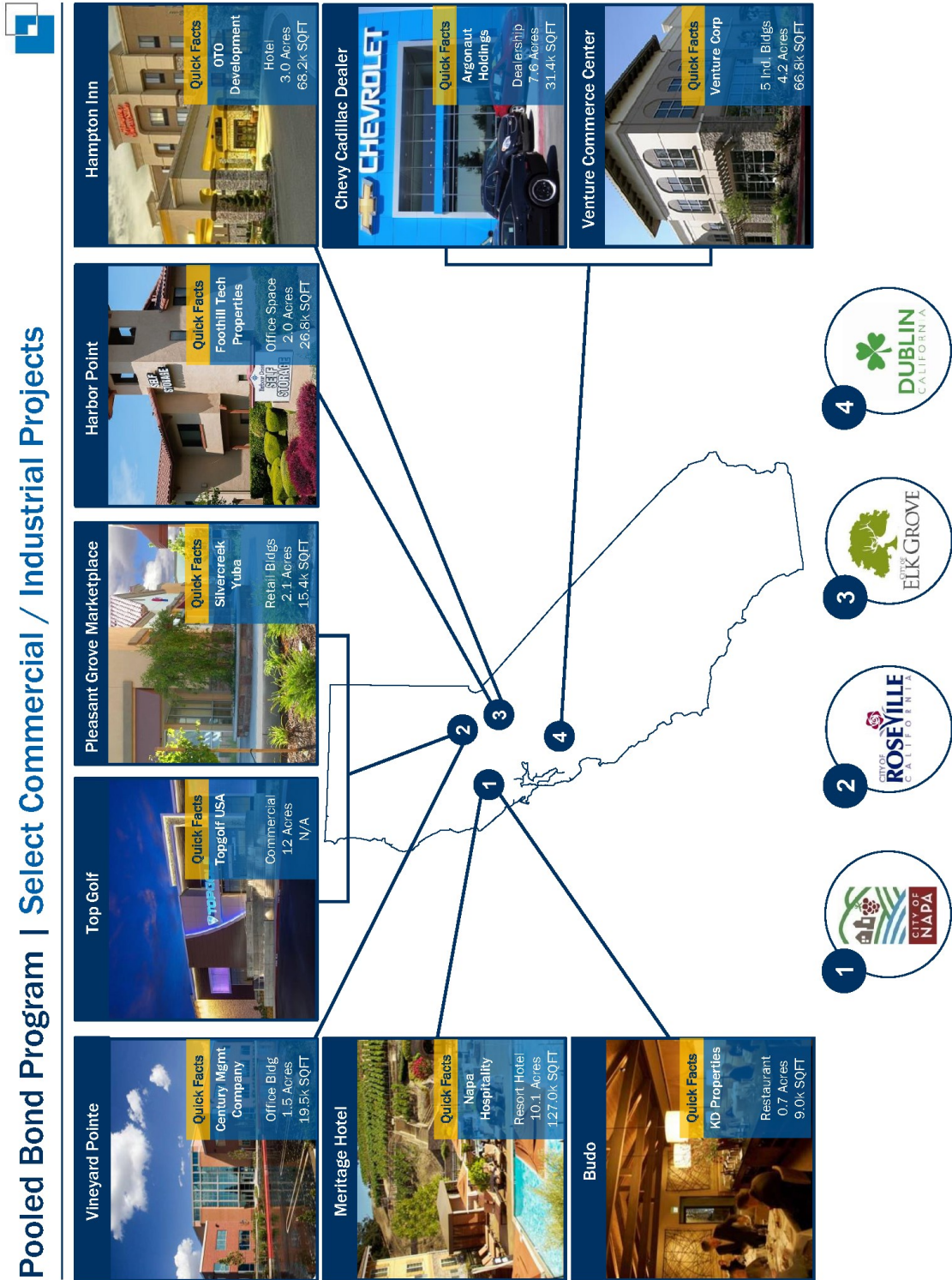
Comprehensive Transaction History

Sale Date	Issuer	Series	Par Amount	Description	Projects
Oct-03	CSCDA	Series 2003A	\$6,270,000	SCIP Pooled Revenue	5
Dec-04	CSCDA	Series 2004A	\$3,590,000	SCIP Pooled Revenue	10
Jul-05	CSCDA	Series 2005A	\$10,645,000	SCIP Pooled Revenue	10
Oct-06	CSCDA	Series 2006A	\$19,015,000	SCIP Pooled Revenue	11
Jun-07	CSCDA	Series 2007A	\$25,545,000	SCIP Pooled Revenue	11
Nov-07	CSCDA	Series 2007B	\$10,460,000	SCIP Pooled Revenue	8
Dec-07	CSCDA	Series A (2007)	\$37,500,000	Stand Alone CFD (Orinda Wilder)	1
Jul-08	CSCDA	Series 2008A	\$21,805,000	SCIP Pooled Revenue	9
Jun-10	CSCDA	Series 2010A	\$6,180,000	SCIP Pooled Revenue	6
Sep-11	CSCDA	Series 2011A	\$9,190,000	SCIP Pooled Revenue	4
Dec-12	CSCDA	Series 2012	\$21,030,000	Reassessment Refunding	1
May-13	CSCDA	Series 2013A	\$6,245,000	Stand Alone CFD (Manteca)	1
Aug-13	CSCDA	Series 2013	\$14,444,827	SCIP Pooled Revenue Refunding	15
May-14	CSCDA	Series 2014A	\$4,680,000	SCIP Pooled Revenue	3
Nov-14	CSCDA	Series 2014	\$11,015,000	Stand Alone Assessment District (Yucaipa VWR)	1
Jan-15	CSCDA	Series 2014B	\$10,605,000	SCIP Pooled Revenue	5
Jun-15	CSCDA	Series 2015R1	\$29,195,000	SCIP Pooled Revenue Refunding	23
Jun-15	CSCDA	Series 2015	\$33,015,000	Stand Alone CFD Refunding (Orinda Wilder)	1
Aug-15	CSCDA	Series 2015A	\$11,125,000	Stand Alone CFD (Rto Bravo)	1
Sep-15	CSCDA	Series 2015A	\$5,320,000	SCIP Pooled Revenue	4
Dec-15	CSCDA	Series 2015	\$15,305,000	Stand Alone Assessment District (Emerson Ranch)	1
Mar-16	CSCDA	Series 2016A	\$11,275,000	Stand Alone CFD (University District)	1
May-16	CSCDA	Series 2016A	\$10,090,000	SCIP Pooled Revenue	6
Oct-16	CSCDA	Series 2016B	\$11,040,000	SCIP Pooled Revenue	6
Nov-16	CSCDA	Series 2016A	\$11,155,000	Stand Alone CFD (Delta Coves)	1
Feb-17	CSCDA	Series 2017R1	\$35,953,593	SCIP Pooled Revenue Refunding	20
Apr-17	CSCDA	Series 2017A	\$11,715,000	SCIP Pooled Revenue	7
Jun-17	CSCDA	Series 2017A	\$20,830,000	Stand Alone CFD (Napa Pipe Redevelopment Project)	1
Oct-17	CSCDA	Series 2017	\$14,500,000	Stand Alone CFD (University District)	1
Oct-17	CSCDA	Series 2017B	\$19,915,000	SCIP Pooled Revenue	8
Dec-17	CSCDA	Series 2017C	\$10,470,000	SCIP Pooled Revenue	6
May-18	CSCDA	Series 2018A	\$23,960,000	SCIP Pooled Revenue	17
June-18	CSCDA	Series 2018	\$19,305,000	Stand Alone CFD (Horse Creek Ridge)	1
Sept-18	CSCDA	Series 2018B	\$31,940,000	SCIP Pooled Revenue	10
Dec-18*	CSCDA	Series 2018C	\$21,035,000	SCIP Pooled Revenue	8
Total			\$565,363,420	35 Transactions	224

12

*Preliminary; Subject to Change

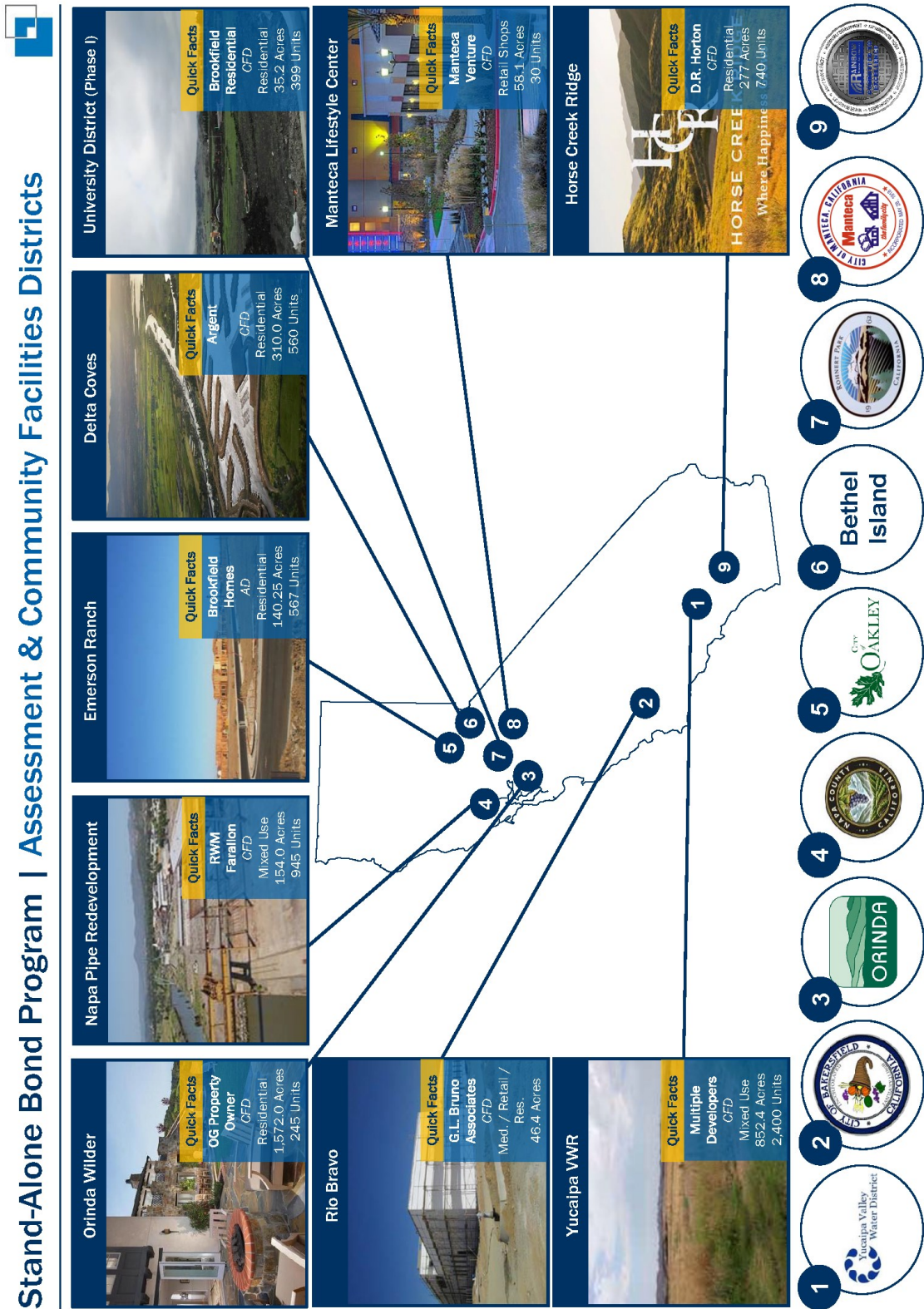




Pooled Bond Program | Select Residential Projects

Project Name	Quick Facts	City
Ferro Ronconi	Seacon Built Homes Residential 27.0 Acres 160 Units	SAN DIEGO
Bella Fiore	Meritage Homes Residential 13.5 Acres 98 Units	CITY OF GARDENA
Foothills American Dream	John Mourier Construction Residential 7.5 Acres 59 Units	BRENTWOOD
The Overlook	Renauci Wilson Est. Residential 28.2 Acres 28 Units	ROSEVILLE
Orchard Park III	Meritage Homes Residential 29.5 Acres 113 Units	MANTUECA
Newfield	KB Homes Residential 5.0 Acres 96 Units	EL DORADO COUNTY
Evans Estates (I&II)	Development Solutions Residential 7.1.1 Acres 438 Units	CITY OF MILNER TERRACE
Vista Del Sur	Southview Development Residential 5.1 Acres 88 Units	CITY OF GARDENA
Milner Terrace	Meritage Homes Residential 19.8 Acres 75 Units	CITY OF GARDENA





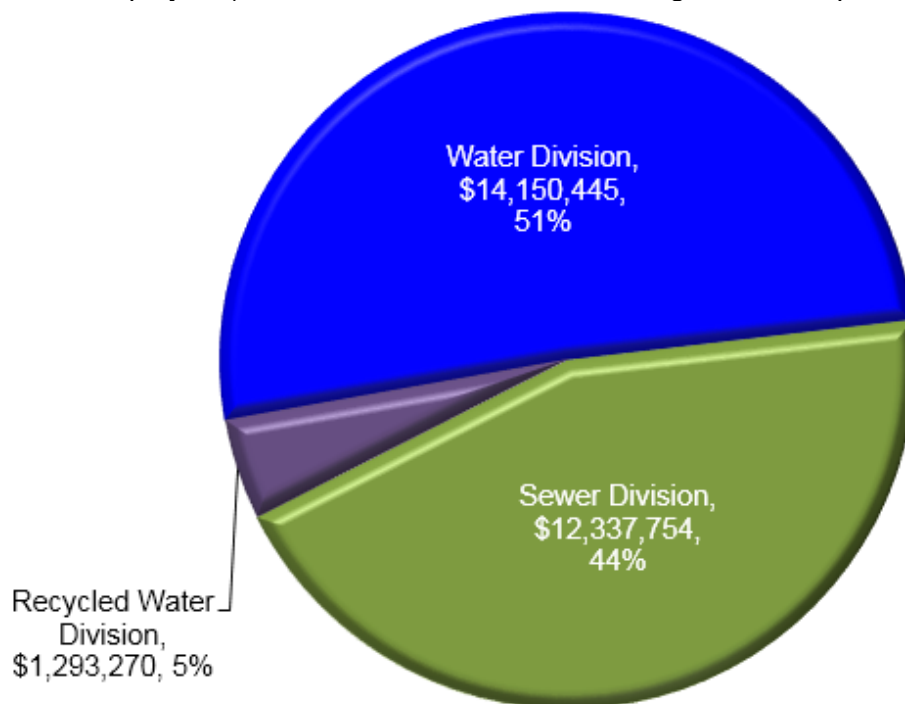


Date: June 30, 2019

From: Joseph Zoba, General Manager

Subject: Overview of Future Budget Concepts and the Draft Rate Model for the Drinking Water, Sewer, and Recycled Water Enterprises

The current Fiscal Year 2019 operating budget totaled \$27,781,469 (excluding capital improvement projects) and was divided into the following three enterprise funds.



The District staff has developed a rate model for the four enterprise divisions of the Yucaipa Valley Water District - drinking water, sewer, and recycled water. The rate model includes numerous components for each enterprise and assumptions for future revenues and expenses.

The proposed rate model extends to Calendar Year 2060 to provide an opportunity to illustrate how the expiration of the existing water, sewer, and recycled water infrastructure debt can be used for the replacement of existing infrastructure in the future.

The purpose of this agenda item is to review the assumptions, and projections associated with the draft rate model.



Date: July 30, 2019
From: Kathryn Hallberg, Implementation Manager
Subject: Donation of Surplus Laboratory Equipment to Yucaipa High School

Yucaipa Valley Water District is in the process of re-organizing the laboratory at Wochholz Regional Water Recycling Facility. The District has identified a large amount of laboratory supplies that are no longer useful to the District or do not meet current laboratory requirements.

The District reached out to the Science Department at Yucaipa High School to determine if the items would be useful to them. They were very excited about possibly receiving a donation of the following items:

- Erlenmeyer flasks (various sizes)
- Volumetric flasks
- 35 Celsius Incubator for Bacteriological samples
- Pipette racks
- Culture tubes
- Volumetric pipettes
- Pipettes (various sizes and reusable)



Date: July 30, 2019

From: Kathryn Hallberg, Implementation Manager

Subject: Renewal of a Brineline Easement - Canal Parcel License Agreement with the City of Riverside

This item addresses the Brineline Easement renewal of the Canal Parcel License Agreement at Gage Canal with the City of Riverside (City) for Assessor's Parcel Number 0283-041-31 and -32. The Brineline Easement renewal location is east of Waterman Avenue and South of Redlands Boulevard. As discussed on April 16, 2019 at the Board Workshop [Workshop Memorandum 19-109], there were corrections and changes that needed to be addressed in the renewal of the Canal Parcel License Agreement. The corrections and changes were sent to the City of Riverside.

The City of Riverside did incorporate some of the recommended changes; such as Section 22 was deleted as it is repeated language in Section 21. The City also accepted deletion of the 90-day termination clause which conflicted with the 5-year term of the Lease. The City did not accept the change to a 99-year lease, but the 5-year term is repeatedly renewable at the Districts option so long as the District gives the City at least 6 months' notice before the expiration of the existing term.

Attached is the revised Renewal License Agreement between the City of Riverside and Yucaipa Valley Water District for the use of Assessor's Parcel Number 0283-041-31 and -32. The annual rent will increase annually by an amount equal to 2% on each anniversary. The annual rental fee is \$720.00 which is equal to \$60.00 per month. (1200 s.f. X \$0.60).

CANAL PARCEL LICENSE AGREEMENT

Gage Canal

East of Waterman Avenue and South of Redlands Boulevard

THIS LICENSE AGREEMENT (“License”) is made and entered into this _____ day of _____, 2019 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and YUCAIPA VALLEY WATER DISTRICT, (“Licensee”).

RECITALS

A. City owns that certain property located east of Waterman Avenue and south of Redlands Boulevard, known as Assessor’s Parcel Numbers 0283-041-31 and 0283-041-32 (“Property”). The City utilizes this property for its Gage Canal, in this place an underground pipeline, and its associated right-of-way.

B. Licensee desires to use a portion of the Property consisting of approximately One Thousand, Two Hundred (1,200) square feet for the purpose identified in Section 3 of this License Agreement.

C. City is agreeable to said use subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT OF LICENSE:** City hereby grants to Licensee use of a portion of the Property described in the legal description marked Exhibit “A” and generally depicted on the plat map marked Exhibit “B”, all as attached hereto and made a part hereof by this reference (the “Premises”).

2. **TERM:** The term of this License shall be for a period of five (5) years, and shall become effective upon execution of this License by both parties (“Effective Date”), and

shall terminate five (5) years from the Effective Date unless this License is earlier terminated pursuant to the termination provisions contained herein. This License may be extended in five-year increments by Licensee giving written notice at least six (6) months prior to expiration of the then-current term.

3. USE OF PREMISES: The Premises shall be used solely for the purpose of ingress/egress, the construction, reconstruction, repair, replacement, removal, and maintenance of the Yucaipa Valley Regional Brine Line commonly known as the "Brine Line," its appurtenances and connections ("Facilities"), and for no other purpose. Such use shall not interfere with the primary function of the City's use of the Property. Licensee shall be subject to the following terms and conditions:

(a) Any construction or reconstruction within the Premises shall be in accordance with plans approved by the City, however, notwithstanding any such approval, the Licensee assumes full responsibility for the design, construction or reconstruction, including complete liability for defects in such design and construction or reconstruction, all at Licensee's sole cost.

(b) The property shall be kept in a safe operating condition at all times, and the Licensee hereby assumes all liability arising from any injury or damage to any person or entity caused by the exercise of the rights herein granted.

(c) If City determines that the Facilities unreasonably interfere with City's present or future use of the Property and/or the Gage Canal, then the Facilities shall be removed or relocated at Licensee's expense. City may enter the Premises and alter, remove, or damage Licensee's Facilities. In such event, Licensee shall be responsible for any restoration or repair of the Facilities; provided, however, that if necessary, City shall provide to Licensee a substitute license reasonably suited to Licensee's needs at no cost to Licensee.

(d) Licensee shall keep the Premises clear and free of structures, invasive landscaping, and surface obstructions inconsistent with Licensee's intended use, unless otherwise approved by the City.

(e) No construction or reconstruction shall be commenced until this License has been executed by the parties, and plans have been prepared by Licensee and approved by the City. The City is to be notified prior to the start of any construction activities on the Premises, including any grading work.

(f) City makes no representation, covenant, warranty or promise that the Premises is fit for any particular use, including the use for which this License is granted, and Licensee is not relying on any such representation, covenant, warranty or promise and accepts the Premises in its "as is" condition.

(g) Access to and use of the Premises shall be limited to Licensee, its employees, agents and contractors. Licensee is strictly prohibited from allowing any access to or use of the Premises by the general public.

(h) If the Premises are secured by a fence or enclosure, Licensee shall keep the Premises locked at all times.

(i) Licensee's activities under this License shall maintain the Facilities and the Property in a neat, clean and safe condition at all times, including any landscaping.

4. CONSIDERATION:

(a) As consideration for use of the licensed Premises, Licensee shall pay to City a license fee in the amount of Seven Hundred Twenty Dollars (\$720.00) per year. Said license fees shall be payable on the first day of the anniversary of each year of the Effective Date.

(b) Notwithstanding Section 4(a) above, the annual rent shall be increased on each yearly anniversary of the Effective Date by an amount equal to two percent (2%) of such annual rent. For

any extended term of the License, as provided under Section 2 herein, the license fee shall be set at the City's then-current license fees for such property.

(c) The annual license fee shall be paid by check made payable to the "City of Riverside" and sent to the City of Riverside, Central Cashiering, City Hall, 3900 Main Street, Riverside, California 92522.

(d) If Licensee fails to pay the annual license fee by the tenth (10th) day of the month in which it is due, Licensee agrees that the actual damage to the City would be impracticable or extremely difficult to determine. Therefore, Licensee agrees to pay a late fee equal to ten percent (10%) of the annual license fee, which amount shall be added to the license fee due and considered part of the license fee due City hereunder. The amounts due under this subparagraph are in addition to and not in lieu of any other remedies of City.

5. **NON-DISCRIMINATION:** Except as provided in Section 12940 of the California Government Code, during Licensee's performance of this License, Licensee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in use of the Premises during the term of this License. Further, Licensee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this License.

6. **SUPERVISION:** Licensee shall be responsible for supervision and monitoring of all activities on the Premises deriving from this License, including any restriction to access to the Premises at all times, and monitoring and abatement of any nuisance that is caused, or may be caused, by Licensee or Licensee's use.

7. **MAINTENANCE:** Licensee shall maintain its Facilities and the Premises, to the extent the Premises are modified or impacted by the Facilities, in clean and orderly condition, all in compliance with all applicable provisions of the governing Municipal Code of the city for which the

Property resides. A neat and clean appearance, and safe and sanitary conditions are required and are considered of utmost importance by City.

8. **FLAMMABLES, WASTE AND NUISANCES:** Licensee agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material, or flammable materials within the boundaries of the Premises, and that it will not commit any waste upon or damage to the Premises, nor suffer any to be done. Licensee also specifically agrees that it will not allow others to take such actions within the boundaries of the Premises. Licensee further agrees that it will keep the Premises clean, free from rubbish and debris, and in a condition satisfactory to City in accordance with Section 7.

9. **HAZARDOUS SUBSTANCES INDEMNITY:** Licensee expressly agrees to and shall indemnify, defend, release and hold the City, their officers, officials, directors, agents, servants, and employees harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up, and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Premises by Licensee, its officers, directors, agents, servants, or employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this License.

10. **HAZARDOUS SUBSTANCES DEFINED:** Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. § 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); The Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; The Clean Water Act, 33 U.S.C. § 1251, *et seq.*; The Hazardous Waste Control Act, California Health

and Safety Code ("H. & S.C.") § 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. § 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. § 25249.5, *et seq.*; Underground Storage of Hazardous Substances H.& S.C. § 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. § 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. § 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H.& S.C. § 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code § 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

11. **UTILITIES:** There currently is no utility service to the Premises. The City shall be under no obligation to provide any utility service of any kind to the Premises during the term of this License. If Licensee determines utilities are required for Licensee's use of the Premises, Licensee shall arrange and pay directly for all new utilities and services supplied to the Premises, including but not limited to water, electricity, telephone, and natural gas, together with any taxes thereon.

12. **TAXES:** Without admitting any such liability, Licensee recognizes and understands that this License may create a possessory interest subject to property taxation pursuant to California Revenue and Taxation Code Section 107 and that Licensee may be subject to the payment of property taxes levied on such interest if such a determination is made by either the San Bernardino or Riverside County Tax Assessor or other government entity with the authority to make such determinations. All taxes and assessments which become due and payable with respect to the

Premises, and any improvements thereon, shall be the sole responsibility of Licensee, and any such payments shall not reduce any payment due City hereunder.

If Licensee shall, in good faith, desire to contest the validity, the imposition, or the amount of any tax or assessment or any other governmental charge herein agreed to be paid by Licensee, Licensee shall be permitted to do so; provided, however, the Licensee shall not permit or allow any lien to be placed or assessed upon the Premises or any improvements thereon.

13. CITY'S RIGHT TO INSPECT: City shall have the right to inspect the premises and any improvements made thereto at any time to ensure compliance with the terms of this License. Any repairs found necessary as a result of inspections and which are the responsibility of Licensee shall be made promptly by Licensee, but in no event shall such repairs be initiated by Licensee later than ten (10) calendar days after receipt of written notification of the need for such repairs, and such repairs shall be completed within a reasonable time after receipt of such notification.

14. FREE FROM LIENS OR CLAIMS: Licensee shall keep the Premises free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the insistence of or on account of Licensee, and Licensee further agrees to indemnify and save harmless City from and against any and all claims, liens, demands, costs and expenses of whatsoever nature for any such work done, labor performed, or materials furnished. The City at any time may post and keep posted on the Premises appropriate notices to protect the City against the claims of any such persons, firms or corporations.

15. INSURANCE: Prior to City's execution of this License, Licensee shall obtain, and shall thereafter maintain during the term of this License at Licensee's sole expense, such commercial general and automobile liability insurance as required to insure Licensee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Licensee.

(a) All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California, with a liability rating of A or higher, and a financial rating of at least VII.

(b) Licensee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

(c) Licensee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence, unless otherwise approved by the City's Risk Manager and the City Attorney, or their designees.

(d) These minimum amounts of coverage shall not constitute any limitation or cap on Licensee's indemnification obligations under Section 17 hereof.

(e) Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this License, for both commercial general and auto liability, shall be filed with City and shall include City, their officers, agents and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

"It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside."

(f) The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail.

(g) City, its agents and employees make no representation that the limits of the insurance specified to be carried by Licensee pursuant to this License are adequate to protect

Licensee. If Licensee believes that any required insurance coverage is inadequate, Licensee will obtain such additional insurance coverage as Licensee deems adequate, at Licensee's sole expense.

16. NONINTERFERENCE WITH USE: Licensee's use of the Premises and the exercise of the rights herein granted shall not in any manner whatsoever interfere with the City's operations. City shall at all times have access to the Premises. The rights herein granted are not exclusive rights and in no way limit the City's use of the Premises for purposes not inconsistent with the uses granted herein.

17. INDEMNIFICATION: Except as to the sole negligence or willful misconduct of City, Licensee shall protect, defend, indemnify, and hold City and its officers, agents, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this License and/or the use or occupancy of the Premises or the acts or omissions of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the negligence or willful misconduct of City and/or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Licensee or any of Licensee's officers, agents, employees, contractors, subcontractors, licensees, invitees or guests. City shall give Licensee reasonable notice of any such claims or actions. Licensee shall use counsel reasonably acceptable to City in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense City may incur or makes to or on behalf of an injured employee under City's self-administered workers' compensation

program is included as a loss, expense or cost for the purpose of this section, and that this section shall survive termination of this License.

18. ASSIGNMENTS: This License is personal to Licensee, and Licensee shall not assign or transfer this License or any privilege thereunder, in whole or in part, and any attempt so to do shall be void and shall confer no right on any third party.

19. NON-POSSESSORY INTEREST: No permanent or possessory interest shall accrue to Licensee in the licensed Premises by reason of this License or by exercise of the permission given and Licensee agrees to claim no such interest.

20. GOVERNING LAW AND JURISDICTION: Licensee agrees that in the exercise of its rights under this License, Licensee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the licensed Premises. The existence, validity, construction, operation and effect of this License and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

21. TERMINATION UPON DEFAULT: City will give Licensee thirty (30) days written notice to terminate in the event Licensee has failed to perform or has breached any of the terms, covenants or conditions of this License. Licensee shall have ten (10) days in which to cure the default. Should Licensee fail to cure within that ten (10) day period, this License shall automatically be terminated.

Upon termination of this License in any manner provided for in this License, the Premises shall remain in its improved condition, including but not limited to all improvements, landscaping (personal property not applicable) existing on the Premises at the time of termination, unless the City

submits a written request to Licensee that some or all of the improvements be removed, in which case Licensee is given thirty (30) days to complete said removal of the improvements as identified by City. Should the City accept the Premises with all improvements thereon, and then such improvements shall become the property of the City.

If the Premises are abandoned by the Licensee for a period of two (2) months, all rights of the Licensee shall automatically terminate hereunder. Further, if the Licensee fails to conform to the terms and conditions of this License, all of the Licensee's rights hereunder shall terminate.

No termination hereunder shall release the Licensee from any liability or obligation, which may have attached or accrued prior to or which may accrue as of the time of termination of this License.

22. HOLDING OVER: If Licensee fails to vacate the Premises upon termination of this License, Licensee agrees to pay City a fee of One Hundred Dollars (\$100.00) per day for each day that Licensee occupies the Premises beyond termination of this License.

24. ENTIRE AGREEMENT: This License embodies the entire agreement between the parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this License. This License may only be modified or amended by the mutual consent of the parties in writing.

25. NOTICES: Service of any notices, bills, invoices or other documents required or permitted under this License shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

City

City of Riverside
Community & Economic
Development Department
Attn: Real Property Services Manager
3900 Main Street, 3rd Floor
Riverside, California 92522
Phone: (951) 826-5649
Fax: (951) 826-5744

Licensee

Yucaipa Valley Water District
Kathryn Hallberg, MSES, MBA
Implementation Manager
12770 Second Street
Yucaipa, California
Phone: (909) 790-3303
Fax: (909) 797-6381

26. **SEVERABILITY:** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this License shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this License is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this License and shall not affect any other provision, term, condition, covenant, and/or restriction, of this License and the remainder of the License shall continue in full force and effect.

27. **PARAGRAPH TITLES:** The paragraph titles of this License are (i) inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the License to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this License or in any way affect the agreement of the parties set out in this License.

28. **RESERVATIONS:** This License is subject to all reservations, restrictions, rights and rights-of-way of record.

29. **AUTHORITY:** The individuals executing this License and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF the parties hereto have caused this License to be duly executed on the date and year first written above.

CITY OF RIVERSIDE, a California charter city and municipal corporation a California corporation

YUCAIPA VALLEY WATER DISTRICT

By: _____
City Manager
City Manager Its:

By: _____

[Printed Name]

[Title]

Attest: _____
Colleen Nicol
City Clerk Its:

Approved as to Form:

By: _____

By: _____
Deputy City Attorney

[Printed Name]

[Title]

**EXHIBIT "A"
LEGAL DESCRIPTION**

BRINE LINE EASEMENT

ALL THAT PORTION OF A STRIP OF LAND 100 FEET IN WIDTH LYING WITHIN LOT 10 IN BLOCK 75, RANCHO SAN BERNARDINO, AS PER MAP RECORDED IN BOOK 7, OF MAPS, PAGE 2, RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, WHICH PORTION WAS CONVEYED TO THE GAGE CANAL COMPANY, A CORPORATION BY DEED RECORDED JULY 1, 1910 IN BOOK 463, PAGE 315, OF DEEDS, AND IS KNOWN AS THE GAGE CANAL RIGHT-OF-WAY.

EXCEPTING THEREFROM THAT PORTION LYING NORTHERLY OF THE SOUTHERLY LINE OF COLTON AVENUE AS THE SAME IS SHOWN ON A RECORD OF SURVEY RECORDED IN BOOK 16, PAGES 50 THROUGH 56, INCLUSIVE, OF RECORDS OF SURVEY.

ALSO EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT OF WAY, AS THE SAME IS SHOWN ON A RECORD OF SURVEY RECORDED IN BOOK 16, PAGES 50 THROUGH 56, INCLUSIVE, OF RECORDS OF SURVEY.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

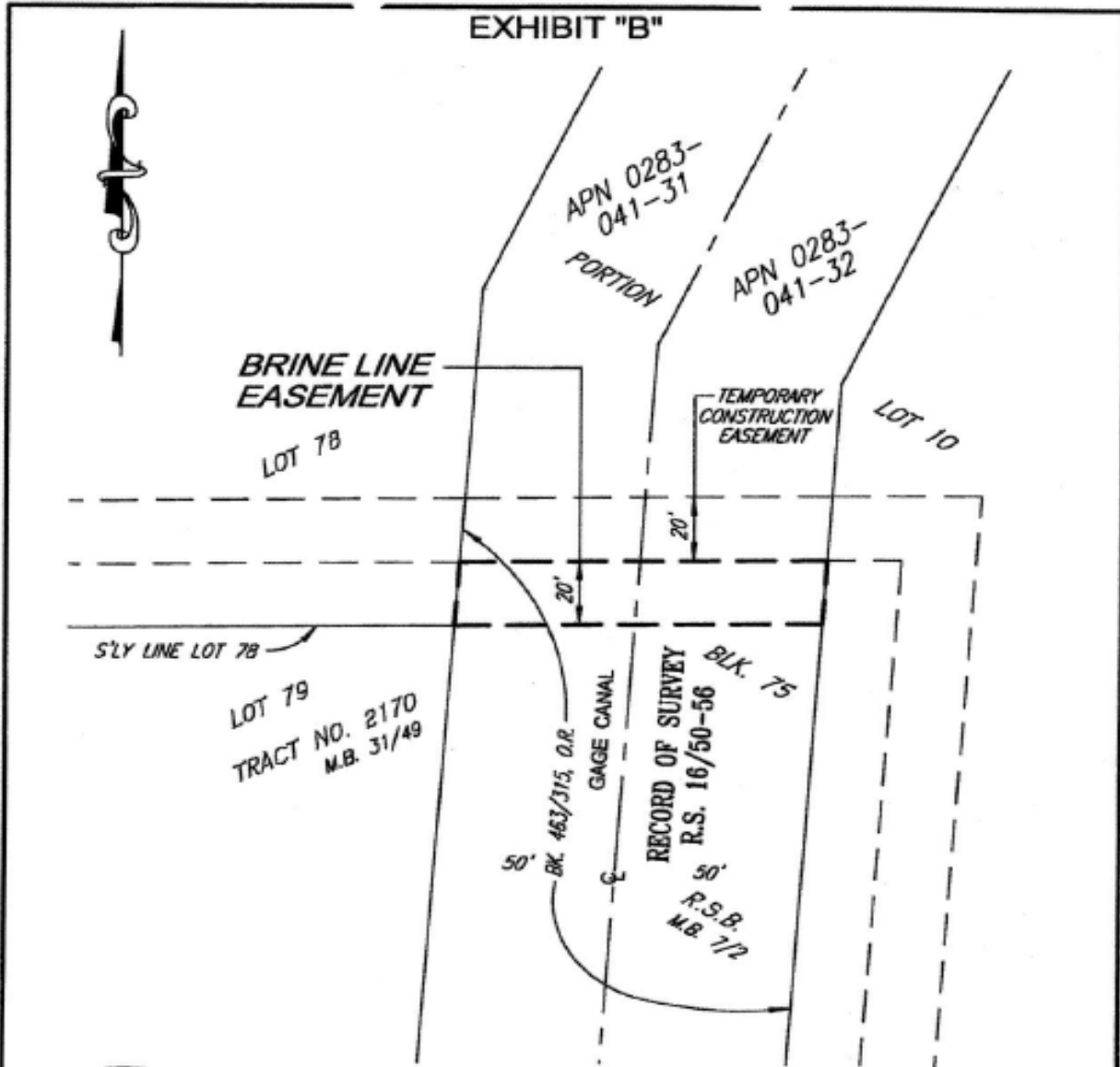
THE EASTERLY PROLONGATION OF THE SOUTHERLY 20.00 FEET OF LOT 7B, TRACT NO. 2170, RECORDED IN BOOK 31 OF MAPS, PAGE 49, RECORDS OF SAID COUNTY, ALL WITHIN SAID GAGE CANAL RIGHT-OF-WAY.




LAND OWNER: CITY OF RIVERSIDE

Prepared by HILLWIG-GOODROW, INC.: 31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137	SCALE: N/A
<i>Alan C. Hillwig</i> ALAN C. HILLWIG, PLS 5137 LICENSE EXPIRES: 6-30-11	FILE NO.: 221-008
<i>1/6/2011</i> DATE	DATE: JAN. 6, 2011
	SHEET <u>1</u> OF <u>1</u>

EXHIBIT "B"
PLAT MAP



LAND OWNER: CITY OF RIVERSIDE	
Prepared by HILLWIG-GOODROW, INC.: 31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137	
 ALAN C. HILLWIG, PLS 5137 LICENSE EXPIRES: 6-30-11	SCALE: 1" = 40' FILE NO.: 221-008 DATE: JAN. 6, 2011 SHEET <u>1</u> OF <u>1</u>
DATE	1/6/2011



Date: June 30, 2019
From: Joseph Zoba, General Manager
Subject: Overview of the Proposed Tax Rate by the San Gorgonio Pass Water Agency

On Friday, July 19, 2019, the San Gorgonio Pass Water Agency discussed the proposed debt service budget for fiscal year 2019-20. This item is expected to be discussed in greater detail at the regular board meeting of the San Gorgonio Pass Water Agency on August 5, 2019 at 1:30 pm.

DRAFT

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**SAN GORGONIO PASS WATER AGENCY
DEBT SERVICE INCOME, EXPENDITURES and RESERVES
ESTIMATES - ACTUAL AND PROJECTED
2008 - 2035**

Year	INCOME	EXPENSES										RESERVES	
	DEBT SERVICE TOTAL INCOME <i>Note 1</i>	Statement of Charges	EBX (Current and Projected)	Other Debt Service Expenses	Delta Conveyance Project	Sites Reservoir	Ventura Water Transfer <i>Note 2</i>	Casitas Water Transfer <i>Note 2</i>	(Other Future Expense) DS Transfer	(Other Future Expense)	TOTAL EXPENSES	DIFFERENCE	RESERVES (June)
	1	2	3	4	5	6	7	8	9	10	11	12	13
2004	6,137,727	2,100,865	4,299,939	663,484							7,064,288		8,575,893
2005	7,680,435	1,895,298	927,589	435,335							3,258,222		8,909,347
2006	9,409,975	1,957,662	1,060,689	692,814							3,711,165		10,451,061
2007	13,773,289	2,659,243	1,084,389	1,333,048							5,076,680		14,814,386
2008	14,855,134	3,361,840	802,786	1,421,477							5,586,103		21,085,657
2009	14,959,004	6,549,958	1,457,607	965,653							8,973,218		23,493,952
2010	14,172,478	5,897,432	1,462,776	1,019,082							8,379,290		23,431,245
2011	13,546,188	5,744,534	1,450,940	750,353							7,945,827		23,179,870
2012	16,607,976	5,827,218	1,446,795	878,392							8,152,405		25,727,239
2013	17,079,862	4,701,132	1,697,258	745,643							7,144,033		29,693,705
2014	16,984,001	4,284,111	1,835,322	636,864							6,756,297		32,984,738
2015	20,022,696	5,639,856	3,305,756	375,666							9,321,278		35,901,824
2016	21,915,393	5,436,297	2,539,354	321,878							8,297,529		36,816,064
2017	24,418,236	6,180,854	2,595,031	454,774							9,230,659		42,217,597
2018	26,421,116	2,592,511	13,869,200	291,028	0	0	1,500,000	750,000	5,855,985		24,858,724	1,562,392	44,268,814
2019	28,209,335	7,840,575	14,562,754	831,821	311,065	0	1,100,000	550,000			25,196,215	3,013,120	50,482,076
2020	28,959,591	7,877,487	14,818,721	909,700	1,700,000	328,000	1,113,200	556,600			27,303,708	1,655,883	52,137,959
2021	29,736,111	8,310,749	14,901,790	939,265	1,700,000	328,000	1,126,558	563,279			27,869,642	1,866,470	54,004,428
2022	30,928,743	8,767,840	14,875,643	969,791	1,700,000	1,818,750	1,140,077	570,039			29,842,140	1,086,602	55,091,031
2023	32,286,367	9,250,071	14,570,732	1,001,310	1,000,000	3,031,250	1,153,758	576,879			30,584,000	1,702,367	56,793,398
2024	33,367,401	9,758,825	14,465,185	1,033,852	1,500,000	3,637,500	1,167,603	583,802			32,146,767	1,220,635	58,014,032
2025	34,540,612	10,295,560	14,357,630	1,067,452	2,000,000	4,850,000	1,181,614	590,807			34,343,065	197,547	58,211,579
2026	35,829,483	10,861,816	15,841,999	1,104,813	2,100,000	6,062,500	1,195,794	597,897			37,764,819	-1,935,336	56,276,243
2027	37,433,866	11,459,216	17,943,253	1,143,482	2,100,000	7,275,000	1,210,143	605,072			41,736,165	-4,302,299	51,973,944
2028	39,013,737	12,089,473	21,031,258	1,183,503	2,100,000	7,881,250	1,224,665	612,332			46,122,482	-7,108,745	44,865,199
2029	40,675,072	12,754,394	20,933,112	1,224,926	2,100,000	8,487,500	1,239,361	619,680			47,358,973	-6,683,901	38,181,298
2030	41,770,149	13,455,886	12,490,988	1,267,799	2,100,000	9,268,000	1,254,233	627,117			40,464,022	1,306,127	39,487,425
2031	41,164,001	14,195,959	12,484,133	1,315,341	2,100,000	9,268,000	1,269,284	634,642			41,267,359	-103,358	39,384,067
2032	42,117,664	14,976,737	12,548,943	1,364,666	2,100,000	9,268,000	1,284,515	642,258			42,185,120	-67,455	39,316,612
2033	43,113,016	15,800,458	12,548,508	1,415,841	2,100,000	9,268,000	1,299,930	649,965			43,082,702	30,314	39,346,926
2034	44,124,192	16,669,483	13,087,362	1,468,935	2,100,000	9,268,000	1,315,529	657,764			44,567,074	-442,881	38,904,045
2035	45,266,047	17,586,305	13,088,178	1,524,020	2,100,000	9,268,000	1,331,315	665,658			45,563,476	-297,429	38,606,615
2036													
2037													
2038													
2039													
2040													

↑ Actual
Projected
↓

Actual
Projected, SOC included
Projected

ASSUMPTIONS			
TAX RATE: 18.25	TAX REVENUE INCREASE (Current): 6.3%	TAX REVENUE INCR. (Long-term): 2.75%	INTEREST RATE: 1.20%

Note 1: Includes payment for 4,000 AF of Sites Reservoir participation from BCWWD.

Note 2: Assumes payment of 40% of fixed costs.

Director Comments



Yucaipa Valley Water District

Adjournment



Yucaipa Valley Water District



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

Number of Employees: 5 elected board members
71 full time employees

FY 2018-19 Operating Budget: Water Division - \$14,150,445
Sewer Division - \$12,337,754
Recycled Water Division - \$1,293,270
Total Annual Budget - \$25,754,750

Number of Services: 12,693 water connections serving 17,362 units
13,980 sewer connections serving 21,806 units
92 recycled water connections

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

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

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

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

Typical Rates, Fees and Charges:

- Drinking Water Commodity Charge:

1,000 gallons to 15,000 gallons	\$1.429 per each 1,000 gallons
16,000 gallons to 60,000 gallons	\$1.919 per each 1,000 gallons
61,000 gallons to 100,000 gallons	\$2.099 per each 1,000 gallons
101,000 gallons or more	\$2.429 per each 1,000 gallons

- Recycled Water Commodity Charge:

1,000 gallons or more	\$1.425 per each 1,000 gallons
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- Water Meter Service Charge (Drinking Water or Recycled Water):

5/8" x 3/4" Water Meter	\$14.00 per month
1" Water Meter	\$23.38 per month
1-1/2" Water Meter	\$46.62 per month

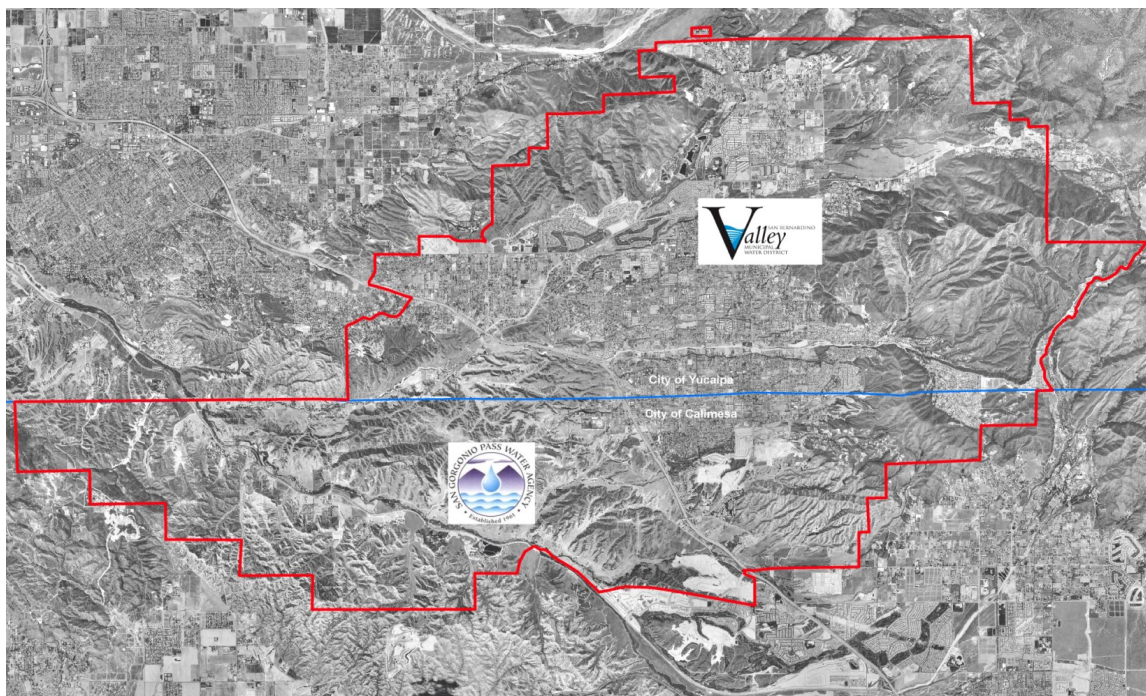
- Sewer Collection and Treatment Charge:

Typical Residential Charge	\$42.43 per month
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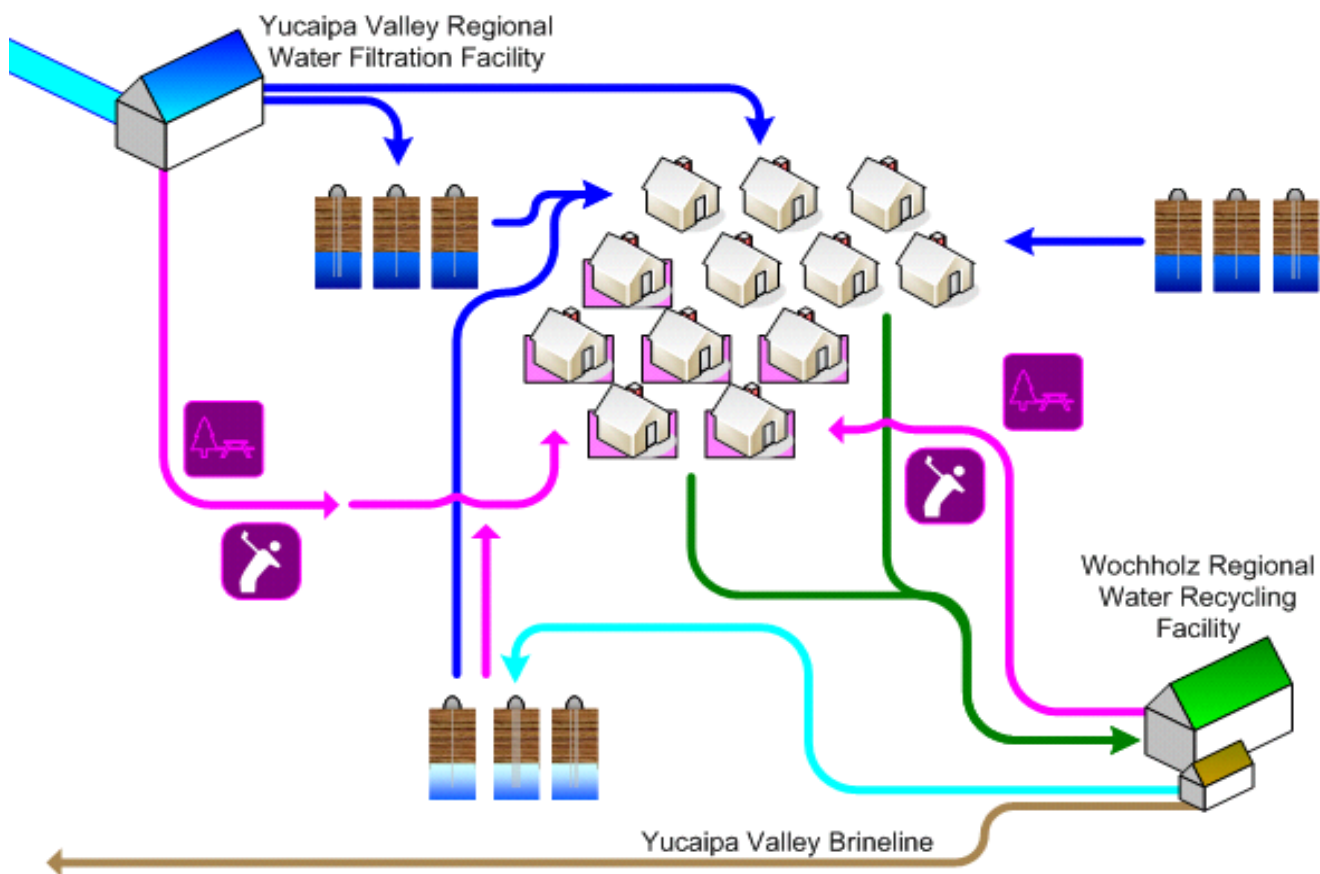
- Imported Water Charges (Pass-through State Water Project Charge):

San Bernardino Valley Municipal Water District	\$0.27 per each 1,000 gallons
San Geronio Pass Water Agency	\$0.66 per each 1,000 gallons

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



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





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 wastewater 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 wastewater treatment process. This high-quality product can be recycled 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.

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

Certificate of Participation (COP) – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

Coliform Bacteria - A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

Collections System - In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

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.

Contaminants of Potential Concern (CPC) - Pharmaceuticals, hormones, and other organic wastewater contaminants.

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.

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.

Levels of Service (LOS) - Goals to support environmental and public expectations for performance.

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 to 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.

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.

Santa Ana River Interceptor (SARI) Line - A regional brine line designed to convey 30 million gallons per day (MGD) of non-reclaimable wastewater from the upper Santa Ana River basin to Orange County Sanitation District for treatment, use and/or disposal.

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

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 wastewater.

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.

South Coast Air Quality Management District (SCAQMD) - Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

Special district - A form of local government created by a local community to meet a specific need. Yucaipa Valley Water District is a County Water District formed pursuant to Section 30000 of the California Water Code

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.

Surface Water - Water found in lakes, streams, rivers, oceans, or reservoirs behind dams. In addition to using groundwater, Yucaipa Valley Water District receives surface water from the Oak Glen area.

Sustainable Groundwater Management Act (SGMA) - Pursuant to legislation signed by Governor Jerry Brown in 2014, the Sustainable Groundwater Management Act requires water agencies to manage groundwater extractions to not cause undesirable results from over production.

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 wastewater as it trickles over them.

Underground Service Alert (USA) - A free service (<https://www.digalert.org>) 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 carry 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.

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

Water Service Line - A water service line is used to deliver water from the Yucaipa Valley Water District's mainline distribution system.

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.

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

Water-Wise House Call - a service which provides a custom evaluation of a customer's indoor and outdoor water use and landscape watering requirements.

Well - a hole drilled into the ground to tap an underground aquifer.

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





COMMONLY USED ABBREVIATIONS

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