

Notice and Agenda of a Board Workshop

Tuesday, October 29, 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. Presentation of a State Water Project Tour [Workshop Memorandum No. 19-220 Page 10 of 128]

V. Operational Updates

- A. Status Report on the Replacement of Two CIP Waste Sump Pumps at the Yucaipa Valley Regional Water Filtration Facility [Workshop Memorandum No. 19-221 Page 12 of 128]
- B. Status Report on the Replacement of Microfiltration Membrane Modules at the Wochholz Regional Water Recycling Facility [Workshop Memorandum No. 19-222 Page 13 of 128]

VI. Capital Improvement Projects

A. Status Report on the Geotechnical Investigation for the Calimesa Artificial Groundwater Recharge and Aquifer Storage Project in the Beaumont Groundwater Basin [Workshop Memorandum No. 19-223 - Page 15 of 128]

VII. Administrative Issues

A. Overview of Drinking Water Issues Associated with the Transition to a Single Utility Billing Cycle in November 2019 [Workshop Memorandum No. 19-224 - Page 25 of 128]

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

- B. Presentation of the Unaudited Financial Report for the Period Ending on September 30, 2019 [Workshop Memorandum No. 19-225 Page 27 of 128]
- C. Discussion Regarding the Implementation of an XPress Bill Pay Lockbox [Workshop Memorandum No. 19-226 Page 51 of 128]
- D. Review of Agreement to Facilitate Water Deliveries by San Bernardino Valley Municipal Water District for the San Gorgonio Pass Water Agency in the Calimesa Area [Workshop Memorandum No. 19-227 Page 52 of 128]
- E. Consideration of a One Year Extension for Annual Landscape Services with Pacific Coast Landscape for 2020 [Workshop Memorandum No. 19-228 Page 76 of 128]
- F. Overview of the Draft Memorandum of Agreement for the San Timoteo Groundwater Sustainability Agency [Workshop Memorandum No. 19-229 Page 78 of 128]
- G. Overview of the Draft Financial Rate Model for the Drinking Water, Sewer, and Recycled Water Enterprises and Rate Adjustment Resolution [Workshop Memorandum No. 19-230 Page 96 of 128]

VIII. Director Comments

IX. Announcements

- A. November 5, 2019 at 6:00 p.m. Board Meeting
- B. November 12, 2019 at 4:00 p.m. Board Workshop
- C. November 19, 2019 at 6:00 p.m. Board Meeting
- D. November 26, 2019 at 4:00 p.m. Board Workshop
- E. December 3, 2019 at 6:00 p.m. Board Meeting
- F. December 10, 2019 at 4:00 p.m. Board Workshop
- G. December 17, 2019 at 6:00 p.m. Board Meeting
- H. December 31, 2019 at 4:00 p.m. Board Workshop Cancelled
- I. January 7, 2020 at 6:00 p.m. Board Meeting Cancelled
- J. January 14, 2020 at 4:00 p.m. Board Workshop
- K. January 21, 2020 at 6:00 p.m. Board Meeting
- L. January 28, 2020 at 4:00 p.m. Board Workshop

X. Closed Session

A. Conference with Real Property Negotiator(s) - Government Code 54956.8

Property: Assessor's Parcel Number: 0319-121-38 Agency Negotiator: Joseph Zoba, General Manager

Negotiating Parties: Harry Holdorff

Under Negotiation: Terms of Payment and Price

B. Conference with Real Property Negotiator(s) - Government Code 54956.8

Property: Assessor's Parcel Number: 0319-121-63 Agency Negotiator: Joseph Zoba, General Manager

Negotiating Parties: Emmet Conlon

Under Negotiation: Terms of Payment and Price

C. Conference with Real Property Negotiator(s) - Government Code 54956.8

Property: Assessor's Parcel Number: 473-070-020 Agency Negotiator: Joseph Zoba, General Manager

Negotiating Parties: Hector Erami and Alexandra Rodriguez

Under Negotiation: Terms of Payment and Price

D. Conference with Real Property Negotiator(s) - Government Code 54956.8 Property: Assessor's Parcel Number: 473-070-020

Agency Negotiator: Joseph Zoba, General Manager

Negotiating Parties: Hector Erami and Alexandra Rodriguez

Under Negotiation: Terms of Payment and Price

E. Conference with Legal Counsel - Anticipated Litigation (Government Code 54956.9) - Two

Cases

XI. Adjournment

Staff Report





Local Sports Business

Opinion Variety



Obituaries Classifieds

Housing Jobs

NATIONAL

Trump administration unveils new water rules for California

By ADAM BEAM Associated Press

OCTOBER 22, 2019 — 7:50PM

SACRAMENTO, Calif. — The Trump administration on Tuesday unveiled new rules to govern California's scarce water, committing to send more to farmers in the Central Valley despite warnings from environmental groups that it would imperil endangered species in the fragile San Joaquin Delta.

The rules govern management of the federal Central Valley Project and the State Water Project, two complex labyrinths of dams and canals that corral rain and snowmelt to provide water to more than 25 million Californians and millions of acres of farmland.

An initial review by the national Marine Fisheries Services in July concluded the plan would threaten the existence of some endangered species, including winter-run chinook salmon, according to the Los Angeles Times. But the Trump administration never released that plan.

The report the government did release on Tuesday, known as a "biological opinion," said the plan "will not jeopardize threatened or endangered species," clearing the way for it to be implemented early next year. But it's likely environmental groups will sue to block it.

"I think this biological opinion is the end result of the Trump administration's junk science and political interference," said Doug Obegi, senior attorney with the Natural Resources Defense Council.

The plan would give water agencies more flexibility on how much water they can pump out of the state's rivers. When it's raining a lot, agencies can pump more. When it's dry, less would be pumped.

Also, the government said it would monitor the location of endangered fish species, including the delta smelt. If the fish are close to the pumps, the agencies would pump less to avoid sucking the fish in and killing them.

"We have a large degree of confidence that we know when fish are in the area, and therefore if we have a cause for concern" pumping would be curtailed, said Paul Souza, regional director for the U.S. Fish and Wildlife Service.

But there are so few of the delta smelt left they are almost impossible to detect, said John Durand, a research professor at the Center for Watershed Sciences at the University of California, Davis. Durand said there are not enough of the delta smelt to catch in nets or monitor with cameras. But he said officials can indirectly monitor them by measuring the amount of sediment in the water, which he said is "somewhat helpful."

"In terms of being able to monitor them, they are effectively extinct," Durand said. "We can't really detect them with any kind of reliability."

Other rules would impact the last natural population of endangered winter-run chinook salmon in the Sacramento River. The fish breed in a cold-water pool behind Shasta Dam, which is carefully managed by the federal government. If the water gets too warm, the fish die.

In 2014 and 2015, during a severe drought, the reservoir ran out of cold water and most of the salmon died.

The new rules change how much water is stored in the reservoir to prevent it from running out of cold water. Ernest Conant, regional director for the U.S. Bureau of Reclamation, said the new rules will result in more cold water storage than under the current rules.

But Obegi disagrees, saying the model the bureau is using to predict how much water will be available is flawed. He called the plan a "recipe for extinction."

It's unclear how Democratic Gov. Gavin Newsom's administration will respond to the new rules. The Democratic-controlled Legislature passed a law earlier this year seeking to block a lot of these changes. But Newsom vetoed that bill after intense lobbying from the water agencies.

Newsom has challenged the Trump administration on other environmental fronts, including its decision to strip California of the ability to set its own emission standards for cars and trucks.

Lisa Lien-Mager, spokeswoman for the California Natural Resources Agency, said the agency will evaluate the water plan "but will continue to push back if it does not reflect our values."

"California is, and will continue to be, a leader in the fight for clean air, clean water and endangered species," she said.

http://www.startribune.com/trump-administration-unveils-new-water-rules-for-california/563657602/?refresh=true

Overview of the ROC on LTO Biological Opinions

Background

The federal Central Valley Project and the State Water Project provide water for over 25 million Californians and millions of acres of some of the most productive farmland in the world. They also help support important commercial and recreational fisheries, and ensure that many rare and unique species have adequate available water.

On October 21, 2019, the U.S. Fish and Wildlife Service and the National Marine Fisheries Service released their Biological Opinions on the Bureau of Reclamation's new proposed operations for the Central Valley Project. Intertwined and operated alongside the State of California's State Water Project, the CVP is vital to the success of California's economy and environment. Below is a brief description of the Biological Opinions, including how Reclamation's proposed CVP operations plan has evolved after working with the two fisheries agencies to minimize impacts to fisheries and the environment and provide needed water to the State's farms and people.



How Did We Get Here?

In August 2016, the Bureau of Reclamation and the California Department of Water Resources began to develop a new operations plan and undertake a review of the effects of the new plan on numerous species listed for protection under the Endangered Species Act, in particular, delta smelt, green sturgeon, and salmon and steelhead species.

In the new draft plan released in January 2019, Reclamation sought to strike the important balance between providing water supply for farmers and communities, while meeting the needs of fisheries, other species, and their habitats. Their draft plan included a suite of flow (requiring water) and non-flow measures (like habitat restoration) crafted to improve water supply reliability using updated science while being protective of endangered fish species.

The U.S. Fish and Wildlife Service and the National Marine Fisheries Service reviewed the new draft plan and worked with Reclamation to modify the proposed operations plan to minimize and offset those impacts. Following robust scientific review, both FWS and NMFS found that Reclamation's revised proposed operations will not jeopardize threatened or endangered species or adversely modify their critical habitat. These findings were reached for several reasons – most notably because of significant investments by many partners in science, habitat restoration, conservation facilities including hatcheries, and protective measures built into the operations plan.

The new operations plan that has emerged includes more nimble and responsive water project operations that both protect endangered fish and allow the flexibility to quickly adapt to changing conditions – like the variable weather in California – to ensure effective and efficient water supply management.

Highlights of the Proposed Ops Plan

The new actions and operations as part of the improved proposed action include:

- An estimated \$1.5 billion investment to support endangered fish over the next 10 years
- A bigger cold-water pool and better coldwater management at the CVP's largest reservoir, Lake Shasta, near Redding
- Smarter Delta operations through realtime adaptive management and greater management oversight of Delta pumping operations informed by updated science
- Significant investments in hatcheries to include funding for a conservation hatchery in the Delta to assist in the recovery of Delta smelt and other species
- A \$14 million investment by Reclamation that will accelerate work underway at Battle Creek and the program to reintroduce winter-run Chinook salmon in the Sacramento River and its tributaries
- A commitment to use the newest science and the latest scientific thinking to ensure Reclamation's updated operations are benefitting fish









Presentations





Yucaipa Valley Water District Workshop Memorandum 19-220

Date: October 29, 2019

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Presentation of a State Water Project Tour

On October 14-16, 2019, the San Bernardino Municipal Water District provided a tour of the State Water Project / Bay-Delta. Both the San Bernardino Valley Municipal Water District and the Metropolitan Water District of Southern California provided information about the State Water Project throughout the two day event.

The tour provided an opportunity to learn more about the State Water Project, Lake Oroville, the Oroville Dam, Spillway and Splash Pad construction, the Delta, the Delta Cross-Channel, and the Harvey O. Banks Pumping Plant.

The purpose of this workshop presentation is to share information about the State Water Project with the public and the Board of Directors.

Operational Updates





Yucaipa Valley Water District Workshop Memorandum 19-221

Date: October 29, 2019

Prepared By: Mike Kostelecky, Operations Manager

Subject: Status Report on the Replacement of Two CIP Waste Sump Pumps at the

Yucaipa Valley Regional Water Filtration Facility

On August 6, 2019, the Board of Directors authorized the purchase and installation of two sump pumps at the Yucaipa Valley Regional Water Filtration Facility [Director Memorandum No. 19-

073].

After an 8-10-week lead time and an additional 2 week manufacturing delay experienced at the Fybroc plant in Pennsylvania, the pumps arrived on Monday, October 21, 2019, and were installed on Tuesday, October 22, 2019.

Information about the installation of the pumps will be provided at the board workshop.





Date: October 29, 2019

From: Charles Thomas, Operations Manager

Subject: Status Report on the Replacement of Microfiltration Membrane Modules at the

Wochholz Regional Water Recycling Facility

The District staff has completed the installation of half of the microfiltration membrane vessels at the Wochholz Regional Water Recycling Facility. The District staff anticipates installing the rest of the membrane modules by November 13, 2019.



Capital Improvement Projects





Yucaipa Valley Water District Workshop Memorandum 19-223

Date: October 29, 2019

From: Joseph Zoba, General Manager

Subject: Status Report on the Geotechnical Investigation for the Calimesa Artificial

Groundwater Recharge and Aquifer Storage Project in the Beaumont Groundwater

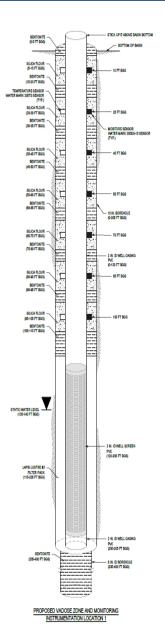
Basin

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



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.

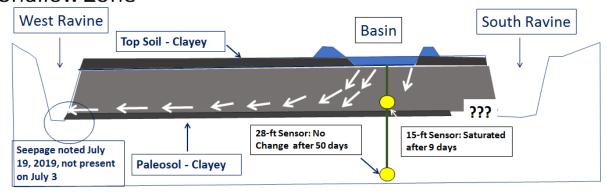


Based on the results of this initial phase of the study, the infiltration testing showed the movement of groundwater in a westerly direction instead of traveling vertically to reach the groundwater basin.



The following illustration shows how it is possible for the recharge water to move laterally instead of vertically to the groundwater basin.

Hydrogeologic Conceptual Model Shallow Zone



As a result of the initial testing, the District staff requested a proposal from Geoscience to conduct additional geological testing in the easterly portion of the groundwater basin. On September 3, 2019, the Board of Directors authorized Geoscience to proceed with additional tasks to further evaluate the long-term infiltration rates in the westerly portion of the Beaumont Basin [Director Memorandum No. 19-097].

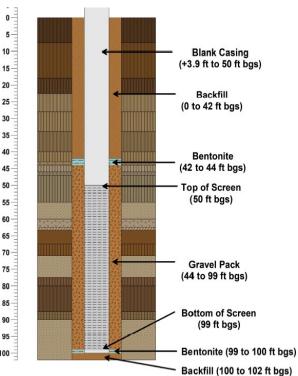
The additional scientific study was developed to: (1) conduct additional exploratory drilling and testing; (2) perform additional infiltration testing; (3) prepare a groundwater model that will be used to support the recharge of recycled water at this location.

The Board of Directors requested that regular updates are provided to determine whether or not to continue with the proposed project. The District staff will add agenda items to future workshops and board meetings in order to provide weekly updates on the status of the project.

Permeameter Testing at EX-6

The District staff assisted with the installation of test wells to determine the injection rate at various sites in the area. Based on the construction of these 100' deep test wells, the District will be able to calculate an estimated recharge rate for several 400' deep permanent wells as part of the Calimesa Aquifer Storage and Recovery Project.





It is important to remember that the preliminary calculations from the 100' test wells can be estimated at 400', but the District should consider a deep 400' boring to validate the estimated injection rate.

Proposed Changes to the Geotechnical Services Scope of Work

The Project has now transitioned from a surface water recharge project to an Aquifer Storage and Recovery (ASR) Project, currently identified as the Calimesa Aquifer Storage and Recovery Project. This project currently involves a small lake and 5-6 injection well sites throughout the study area.

Based on this new configuration, the District staff requested additional study work from the scientists at Geoscience. The attached proposal will be reviewed and discussed at the board workshop to determine if the Board of Directors would like to proceed with the additional studies.

Costs associated with this project are charged to Sewer Division Reserves 03-506-54109.



October 14, 2019

Mr. Joe Zoba General Manager Yucaipa Valley Water District Post Office Box 730 Yucaipa, California 92399-0730

Subject: Proposal to Drill Deep Boring and Conduct a Pumping Test for Assessing the On-site

Mapped Fault, Proposed Oak Valley Town Center Recharge Project, Calimesa,

California

Dear Joe:

We have continued work in accordance with the scope of work authorized on September 3, 2019. The recent authorized scope of work consisted of the following four Tasks:

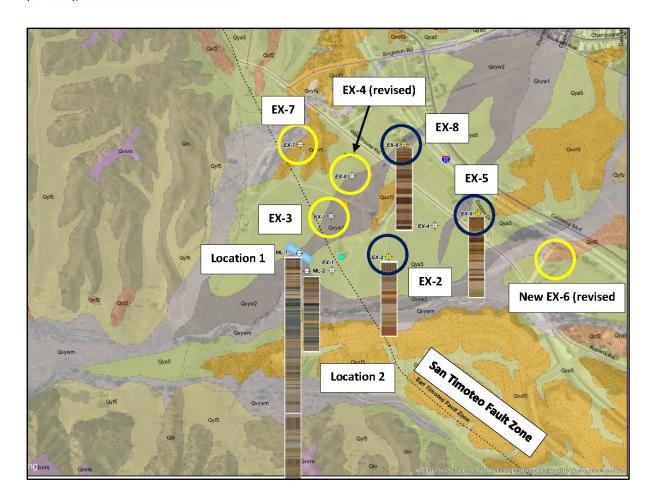
- Task 7 Drilling to validate confirm the westerly movement of water from the existing pilot basin (Task 7.3) and explore subsurface geology in the eastern portion of the site using eight auger borings (Task 7.4).
- Task 8 Depending on the subsurface geologic conduct infiltration testing using methods that will provide data for potential surface spreading or injection,
- Task 9 Groundwater modeling to provide a preliminary evaluation of potential travel times for the recycled water in the subsurface, and
- Task 10 Seismic reflection surveys to explore the subsurface on and offsite within a six-month travel time of recharge locations.

Per your instruction we have been conducting the work in smaller portions to ensure that if a fatal flaw is encountered expenditures would be limited. We completed three of the proposed auger borings which were EX-2, EX-3, and EX-8 (see inset map below). We encountered primarily coarse materials in EX-2 and EX-5 starting at depths below approximately 40 feet to depths of 128 feet, and 140 feet, respectively. Much less coarse-grained materials were encountered in EX-8 which was drilled to a depth of 145 feet. We met with District staff in your office on September 24, 2019 to review the data and discuss next steps. The data indicated that surface spreading is not an option on site due to the depth to reach suitable coarse materials. The decision was taken to drill an additional boring further east from EX-5 to determine if the coarse sequence encountered in EX-2 and EX-5 was present and to delineate the distribution of materials to the west by drilling EX-3 and EX-7. It was decided that EX-1 and EX-4

GEOSCIENCE SUPPORT SERVICES INCORPORATED

P.O. Box 220, Claremont, CA 91711

T: 909-451-6650 F: 909-451-6638 would not be drilled. District staff suggested that a deep boring be drilled in the northern portion of the site to correlate with the deep boring at Location 1 which is on the southwest side of the fault. The second period of auger drilling was completed on October 3,4 and 7. The proposed location of EX-6 was moved to the area east of EX-5 and west of the Oak Valley Office (see below inset) becoming EX-6 (revised), see below inset for location



EX-3 was drilled on October 4 and encountered material like that at Locations 1 and 2 near the test recharge basin, suggesting that the mapped fault might be further to the northeast. Therefore, on a telephone call with you, it was decided to drill at the original location of EX-6 becoming EX-4 (revised) in order to further evaluate potential fault locations and distribution of subsurface lithology and to go forward with drilling EX-7 to complete evaluation of the subsurface materials to the west. Therefore, seven out of the eight proposed auger borings were drilled.

The coarse material encountered in EX-2 and EX-5 was present in EX-6 (revised), therefore it was decided that work would continue with construction of downhole permeameters (authorized Task 8) at

Proposal to Drill Deep Boring and Conduct a Pumping Test for Assessing the On-site Mapped Fault, Proposed Oak Valley Town Center Recharge Project, Calimesa, California

14-October-19

locations EX-2, EX-5, and EX-6 (revised). Permeameters were constructed with the aid of District staff on October 8 and 9, 2019. The permeameters were constructed with 12-inch Schedule 80 PVC well casing and screen, with screens set between 50-feet and 100 feet below ground surface. Infiltration testing will begin October 15 or 16.

New Tasks.

Two additional tasks were discussed with District staff on September 24, 2019. A deep boring should be drilled across the San Timoteo Fault Zone to the northeast. The purpose of the boring is to collect lithologic data to correlate geologic material across the San Timoteo Fault Zone and to potentially assess fault offset and to determine whether the coarse sequence of material encountered below a depth of approximately 150 feet encountered in the deep boring at Location 1 is present northeast and across the fault.

Task 12 – Deep Boring Northeast of San Timoteo Fault Zone

A deep boring will be drilled using the reverse rotary dual-tube method. The dual tube method allows for collection of lithologic samples with high frequency in order to prepare a detailed lithologic log. By using air, the method allows for determining the depth to water while drilling. The boring will be drilled to a depth of 450 feet below ground surface at a location between EX-5 and EX-6 (revised). Once the target depth is reached, the boring will be filled with drilling mud to conduct geophysical logging. The geophysical logs will be used to compare with the geophysical log of the deep boring at location 1 across the fault. The data from the boring will be used in preparation of the groundwater (Task 9). The inset below shows the proposed location of the deep boring. Task include marking and notifying dig-alert and completing well permit application.

Geologic Cross-Section – The data collected from all of the auger borings and deep borings will be used to prepare geologic cross-sections for the site which will form the basis of the conceptual model in preparing the groundwater model (Task 9).

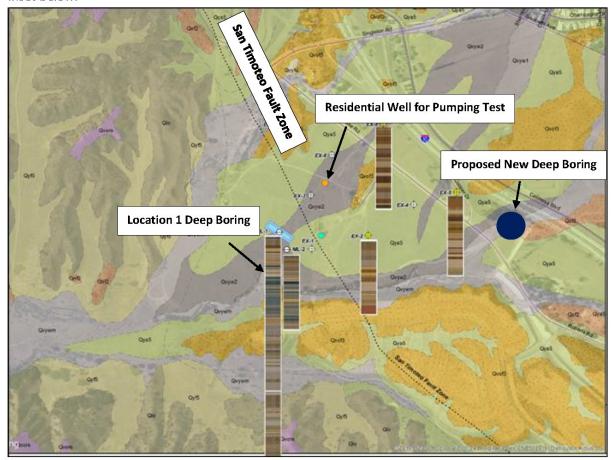
Task 13 - Pumping Test

The existing residential well will be used to conduct a pumping test as an initial evaluation of whether the San Timoteo Fault Zone mapped on site acts as a barrier to groundwater movement. Current groundwater data suggests that it does not act as a groundwater barrier, but the construction details for the residential well and the agricultural well are unknown. The pumping test will be run to observe whether drawdown in in the residential well and in the monitoring, wells show evidence of a barrier. We anticipate that the test will be run for approximately one week or until groundwater levels stabilize. However, the actual production rate of the residential well in unknown, so it is possible that the well may not operate at a high enough rate to detect a barrier. When the well is turned on our staff will

Proposal to Drill Deep Boring and Conduct a Pumping Test for Assessing the On-site Mapped Fault, Proposed Oak Valley Town Center Recharge Project, Calimesa, California

14-October-19

determine the rate and prepare a field calculation of the potential extent of drawdown in relation to the mapped fault before continuing the test. The location of the proposed pumping well is shown in the inset below.



Next Steps

We anticipate the upcoming sequence of work to be as follows:

- Conduct permeameter testing at Ex-6 (revised), EX-5, and EX-8, (authorized Task 8)
- Drill the Deep Boring northeast of the fault (new proposed task)
- Begin construction of the groundwater model (authorized Task 9)
- Conduct pumping test (new proposed task)
- Compete extended seismic reflection survey (authorized Task 10).
- Complete construction and calibration of groundwater model
- Evaluate wellfield locations and operation for injection and extraction wells.

Proposal to Drill Deep Boring and Conduct a Pumping Test for Assessing the On-site Mapped Fault, Proposed Oak Valley Town Center Recharge Project, Calimesa, California

14-October-19

 Complete Investigation Report and Feasibility of Injection, Storage, and Extraction of Recycled Water at the Oak Valley Property.

An estimate of costs for these two additional tasks are detailed in the attached table. Should you have any questions regarding the scope of work or costs, please do not hesitate to call me at your earliest convenience. It is our privilege to serve the District on this important project.

Sincerely,

Brian Villalobos, CEG, CHg.

Principal

Encl.

Proposal for Deep Boring and Pumping Test Associated with the Geohydrologic Investigation to Assess Artificial Recharge Feasibility at the Proposed Oak Valley Town Center, Calimesa, California

L								GEOS	GEOSCIENCE SUPPORT SERVICES, INC.	SERVICES, INC					
			Principal	Principal	Principal Geohydrologi	Principal Project Geohydrologi Geohydrologist/		Staff Geohydrolog	Technical			Drilling Subcontractor	e2	rsable	
Task L	Fask Description		Hydrologist	Modeler	st	Modeler	Modeler III	ist	Illustrator	Clerical	GEOSCIENCE Labor	Cost	Expenses	ses	Total Cost
		Hourly Rate:	\$305	\$270	\$245	\$195	\$189	\$155	\$119	\$100					
12.	0 Deep	12.0 Deep Boring North of Roberts Road, Oak Valley Site													
	12.	12.1 Dig-Alert Marking and Notification and Obtain Well Permit						16			\$ 2,480	\$ 0	<.	345	2,825
	12.	12.2 Drilling Logging, and Abandonment 450 foot Deep Borehole			12			09			\$ 12,240 \$	0 \$ 51,502	2 \$	725	64,467
	12.	12.3 Preparation of Lithologic Log and Cross-Sections			80	16		32			\$ 10,040	\$ 0		0,	10,040
		Subtotal	0 1	0	20	16	0	108	0	0	\$ 24,760 \$	0 \$ 51,502	\$ 2	1,070 ;	77,332
13.	0 Pum	13.0 Pumping Test to Evaluate Presence of On-Site Mapped Fault as a GW Barrier	rier												
	13.	13.1 Test Set-up				2		8			\$ 1,630	\$ 0	\$ -	145	1,775
	13.	13.2 S-Day Pumping Test				4		24			\$ 4,500	\$ 0	\$ -	290 \$	4,790
	13.	13.3 Data Evaluation, Processing, and Plotting			4	9		24			\$ 5,870	\$ 0	-	\$	5,870
		Subtotal	0 1	0	4	12	0	99	0	0	\$ 12,000	\$ 0	\$ -	435	12,435
		TOTAL HOURS AND COST (TASKS 12 and 13):	0	0	24	28	0	164	0	0	\$ 36,76	36,760 \$ 51,502	2 \$	1,505 \$	39,767

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Administrative Items





Yucaipa Valley Water District Workshop Memorandum 19-224

Date: October 29, 2019

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Overview of Drinking Water Issues Associated with the Transition to a Single

Utility Billing Cycle in November 2019

At the October 8, 2019 Board Workshop [Workshop Memorandum No 19-218] District staff discussed the conversion from a weekly utility billing process to a single monthly utility billing process. District staff intends to implement this change beginning in November 2019. As a result, the utility bills mailed to our customers on October 31, 2019 will be the last time the multi-cycled billing process will be used by the District.

For the first month of the conversion to a single monthly cycle, some customers will have a larger water consumption charge due to the extended service period. For example, some customers were last billed on October 9th and will not be billed again until November 30th. As a result of this one-time extended service period, customers will likely "bump up" into higher water consumption tiers. To resolve this issue, the District staff recommends a one-time tier reduction for November 2019 whereby all customers will be charged at the lowest tier for water commodity charges, regardless of consumption.

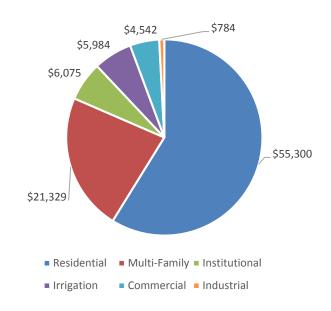
After the utility bills are sent to our customers in December for the November 1st to November 30th service period, the pre-existing rate tiers will be reinstated for water consumption in December 2019.

Should this policy change be implemented by the Board of Directors, the District staff will mail notices to our customers providing information about the monthly billing change and the reduction of rate tiers for November 2019.

Financial Impact

Based on November 2018 data, this one-time suspension of the utility billing tiers will result in reduced revenue of approximately \$95,000 for the drinking water enterprise. The recycled water enterprise and sewer enterprise will not experience a financial impact due to the change in billing procedures.

Reduced Revenue by Customer Class



RESOLUTION NO. 2019-xx

RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT ADJUSTING TIERED CONSUMPTION IN NOVEMBER 2019 FOR ONE MONTH

WHEREAS, the Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the provisions of the County Water District Law of this State (Section 30000, et seq. of the Water Code); and

WHEREAS, in November 2019, the Yucaipa Valley Water District will be reducing the current processing of five separate billing cycles per month to one billing cycle per month; and

WHEREAS, as a result of this change to business practices, some drinking water customers will experience an extended service period for the month of November 2019 which will result in more water consumed and subsequently charged at a higher drinking water rate tier.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED, by the Board of Directors of the Yucaipa Valley Water District, that for drinking water consumption recorded for the service period ending in November 2019, all drinking water customers will be charged at the lowest tiered rate of \$1.429 per kgal.

Furthermore, this non-recurring and temporary adjustment and reduction to the lowest tier will automatically expire after November 30, 2019 and the existing drinking water tiered rate structure shall resume for all drinking water consumption recorded after December 1, 2019.

PASSED AND ADOPTED this 5th day of November 2019

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



ucaipa Valley Water District Workshop Memorandum 19-225

Date: October 29, 2019

From: Allison M. Edmisten, Chief Financial Officer

Subject: Presentation of the Unaudited Financial Report for the Period Ending on

September 30, 2019

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

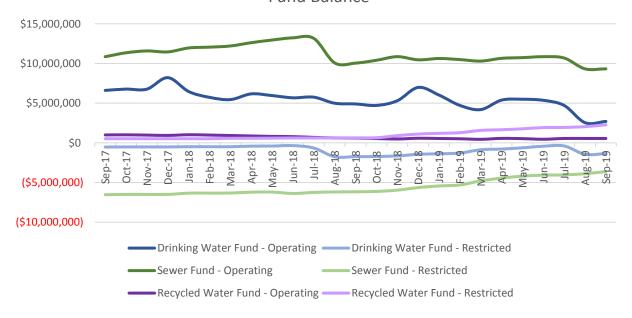
Cash Fund Balance and Cash Flow Reports

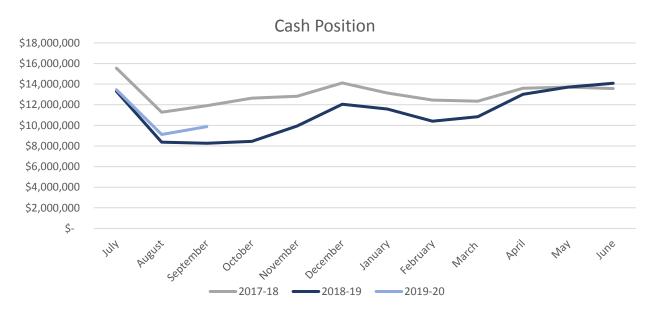
[Detailed information can be found on page 7 to 8 of 25]

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

Fund Source	Op	erating Funds	Re	estricted Funds	Total Funds
Water Division	\$	2,699,020.66	\$	(1,353,815.09)	\$ 1,345,205.57
Sewer Division	\$	9,327,020.56	\$	(3,621,404.89)	\$ 5,705,615.67
Recycled Water Division	\$	550,389.16	\$	2,278,233.10	\$ 2,828,622.26
Total	\$	12,576,430.38	\$	(2,696,986.88)	\$ 9,879,443.50

Fund Balance





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

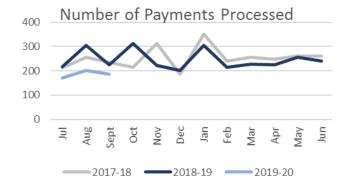
The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

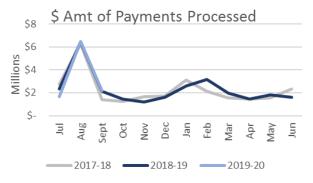
Cash Disbursement Report

[Detailed information can be found on pages 9 to 13 of 25]

The cash disbursement report lists each check and electronic payment processed during the month of September 2019. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director but may be signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

	Number Processed	Ar	mount Processed
Checks	173	\$	1,552,856.45
Electronic Payments	12	\$	611,950.99
Total	185	\$	2,164,807.44





Financial Account Information

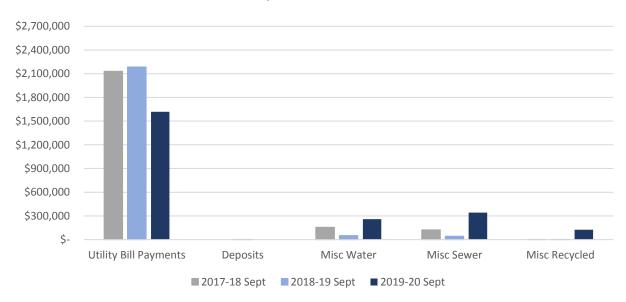
The District currently deposits all revenue received via mail or in person into the Deposit Checking account. All revenue received through Xpress Bill Pay is kept in a separate account and transferred weekly to the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills and for the transfer of LAIF funds. The US treasury notes and bills are booked at cost.

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

Monthly Revenue Allocation:

Funding Source	Total
Utility Bill Payments	\$ 1,616,770.15
Deposits	\$ 0.00
Misc. Water Related Activities	\$ 258,468.53
Misc. Sewer Related Activities	\$ 341,596.69
Misc. Recycled Related Activities	\$ 126,199.73
Total	\$ 2,343,035.10

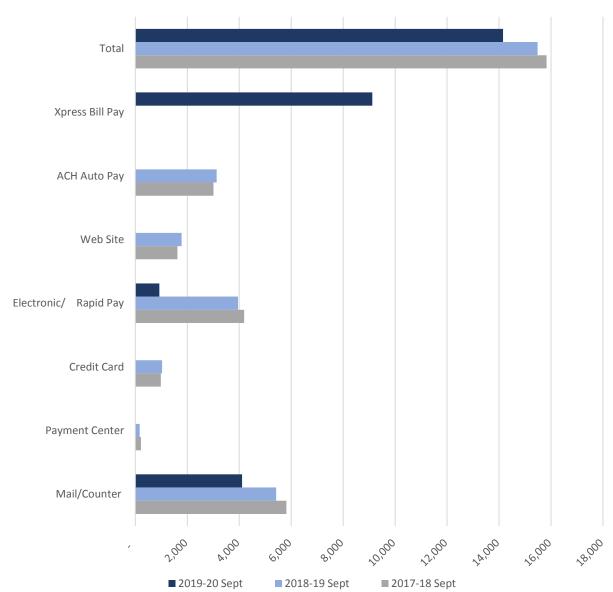
Monthly Revenue Allocation



Summary of Utility Bill Payments:

Payment Method	Number of Payments	% of Total Received
Mail/Counter	4,106	29.01%
Electronic Rapid Pay	926	6.54%
Xpress Bill Pay	9,123	64.45%
Total	14,155	100.00%

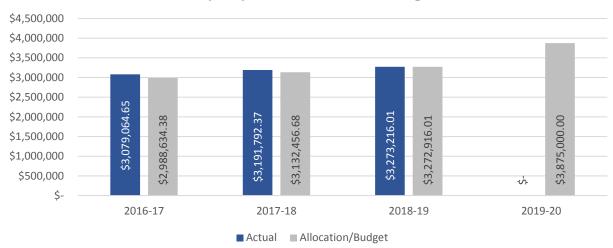




Summary of Property Tax Revenue:

Current Month	Year-to-Date	Budget Amount	Percentage
Property Taxes	\$ 0	\$ 3,875,000	0%

Property Taxes - Actual vs. Budget



Investment Summary

[Detailed information can be found on pages 14 to 15 of 25]

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

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

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

Fiscal Year 2019-20 Detail Budget Status

[Detailed information can be found on pages 16 to 25 of 25]

The revenue and expense budget status for the 2019-20 Fiscal Year is provided for your review.

Questions or Comments

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

Δ	s of S		Revenue Budge 019 (19% of Bud	Cycle)	
Division		rrent Month	Year-to-Date	 ıdget Amount	Percentage
Water	\$	1,078,838	\$ 3,282,978	\$ 14,455,500	22.71%
Sewer	\$	968,297	\$ 2,960,097	\$ 12,217,712	24.23%
Recycled Water	\$	99,408	\$ 289,832	\$ 1,301,447	22.27%
District Revenue	\$	2,146,543	\$ 6,532,906	\$ 27,974,659	23.35%

	Sı	ımmary of Wa	ter	Budget vs. Exp	ens	es	
Α	s of	September 30	, 20	19 (19% of Buc	lget	Cycle)	
Department	Cu	rrent Month	•	Year-to-Date	Bu	idget Amount	Percentage
Water Resources	\$	364,894	\$	1,307,541	\$	5,220,192	25.05%
Public Works	\$	260,055	\$	954,317	\$	3,176,293	30.04%
Administration	\$	268,380	\$	978,419	\$	3,756,403	26.05%
Long Term Debt	\$	-	\$	1,745,648	\$	2,292,612	76.14%
Asset Acquisition	\$	-	\$	-	\$	-	0.00%
TOTAL	\$	893,329	\$	4,985,926	\$	14,445,500	34.52%

Α	· · · · · · · · · · · · · · · · · · ·		r Budget vs. Ex _l 019 (19% of Bud			
Department	rrent Month	, _	Year-to-Date	_	dget Amount	Percentage
Treatment	\$ 313,984	\$	1,155,694	\$	4,198,162	27.53%
Administration	\$ 197,848	\$	770,964	\$	2,803,515	27.50%
Environmental Control	\$ 99,245	\$	371,386	\$	1,382,316	26.87%
Long Term Debt	\$ 2,923,669	\$	2,923,669	\$	3,833,719	76.26%
Asset Acquisition	\$ -	\$	-	\$	-	0.00%
TOTAL	\$ 3,534,746	\$	5,221,712	\$	12,217,712	42.74%

					Vater Budget vs 019 (19% of Bud			
Department		Cu	rrent Month	,	Year-to-Date	Βι	ıdget Amount	Percentage
Administration		\$	75,451	\$	298,246	\$	1,301,447	22.92%
	TOTAL	\$	75,451	\$	298,246	\$	1,301,447	22.92%
District Ex	penses	\$	4,503,526	\$	10,505,884	\$	27,964,659	37.57%

Cash Fund Balance Report - September 2019

	Water Division	GL#		Balance
	*ID 1 Construction Funds	02-10216	\$	293,145.85
	*ID 2 Construction Funds	02-10217	\$	80,409.31
þe	*FCC - Debt Service YVRWFF Phase I	02-10401	\$	(5,824,028.30)
ğ	*FCC - Future YVRWFF Phase II & III	02-10403	\$	542,786.18
Restricted	*FCC - Recycled System	02-10410	\$	(674,772.89)
ď	*FCC - Booster Pumping Plants	02-10411	\$	893,520.95
	*FCC - Pipeline Facilities	02-10412	\$	817,644.68
	*FCC - Water Storage Reservoirs	02-10413	\$	2,517,479.13
	Depreciation Reserves	02-10310	\$	905,042.81
	Infrastructure Reserves	02-10311	\$	3,875,450.51
Operating	Sustainability Fund	02-10313	\$	132,915.86
Fa	Rate Stabilization Fund	02-10314	\$	500,209.14
ď	Imported Water Fund - MUNI	02-10315	\$	535,845.25
	Imported Water Fund - SGPWA	02-10316	\$	855,807.35
	Operating Funds:	_	\$	(4,106,250.26)
		T - 4 - 1 387 - 4 Potential - 1	•	4 045 005 57

Total Water Division \$ 1,345,205.57

	Sewer Division	GL#		Balance
	*SRF Reserve Fund - Brineline	03-10218	\$	637,449.00
	*SRF Reserve Fund - WISE	03-10219	\$	184,928.00
	*SRF Reserve Fund - R 10.3	03-10220	\$	51,531.00
7	*SRF Reserve Fund - Crow St	03-10221	\$	19,255.00
	FCC - Debt Service WWTP Expansion & Upgrade	03-10405	\$	2,936,528.58
	*SRF Reserve Fund - Crow St *FCC - Debt Service WWTP Expansion & Upgrade *FCC - Future WWTP Expansion *FCC - Sewer Interceptors	03-10407	\$	2,164,073.26
6	*FCC - Sewer Interceptors	03-10415	\$	(628,001.90)
	*FCC - Lift Stations	03-10416	\$	428,574.31
	*FCC - Effluent Disposal Facilities	03-10417	\$	(1,373,737.00)
	*FCC - Salt Mitigation Facilities	03-10418	\$	(8,042,005.14)
Ι,	Project Fund - Encumbered	03-10215	\$	646,500.00
	Depreciation Reserves	03-10310	\$	4,106,106.94
	ក្ត Infrastructure Reserves	03-10311	\$	5,310,295.80
	Depreciation Reserves Infrastructure Reserves Rate Stabilization Fund	03-10314	\$	1,464,394.90
L	Operating Funds:		\$	(2,200,277.08)
			_	

Total Wastewater Division \$ 5,705,615.67

	Recycled Water Division	GL#	Balance
Restricted	*FCC - Recycled System	\$ 214,622.32	
	*FCC - Booster Pumping Plants	04-10411	\$ 162,565.65
	*FCC - Pipeline Facilities	04-10412	\$ 1,024,199.54
<u>~</u>	*FCC - Water Storage Reservoirs	04-10413	\$ 876,845.59
Б	Project Fund - Encumbered	04-10215	\$ -
ati	Depreciation Reserves	04-10310	\$ 27,994.09
Operating	Infrastructure Reserves	04-10311	\$ 292,492.31
	Operating Funds:	_	\$ 229,902.76
		Total Recycled Water Division	\$ 2,828,622.26

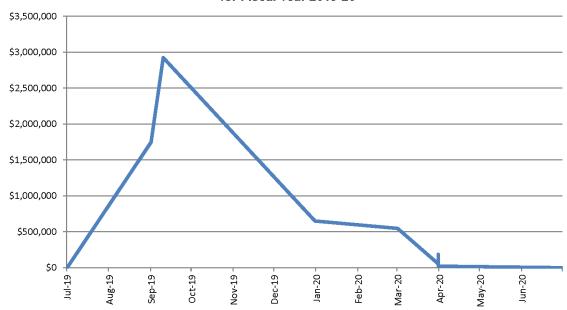
DISTRICT TOTAL \$ 9,879,443.50

^{*=}Restricted Funds

Cash Flow Report for Fiscal Year 2019-20

Financial Obligations for Fiscal Year 2019-20						
			Term of			
Due Date	Fund	Description	Obligation		Amount	
9/1/2019	Water	2015A Bond Payment - YVRWFF	2015-2034	\$	1,745,931.25	
9/10/2019	Sewer	SRF Payment - WRWRF	2009-2028	\$	2,923,668.75	
12/31/2019	Sewer	SRF Payment - Yucaipa Regional Brineline	2013-2032	\$	649,273.50	
3/1/2020	Water	2015A Bond Payment - YVRWFF	2015-2034	\$	546,681.25	
3/31/2020	Sewer	SRF Payment - Recycled Reservoir R-10.3	2014-2033	\$	54,277.31	
3/31/2020	Sewer	SRF Payment - Desalinization at WRWRF	2014-2033	\$	185,251.30	
3/31/2020	Sewer	SRF Payment - Crow Street/Recycled Booster B-12.1	2016-2035	\$	21,233.27	
		·	Total	\$	6.126.316.63	

Payment Schedule and Cash Flow Requirements for Fiscal Year 2019-20



Check Register - September 2019

Check	Check			
Date	Number	Payee		Amount
9/3/2019	35362	Agriserve Pest Control	\$	953.00
9/3/2019	35363	Ameripride Uniform Services	\$	1,222.87
9/3/2019	35364	Aqua-Metric Sales Company	\$	2,304.07
9/3/2019	35365	Brenntag Pacific, Inc	\$	22,431.07
9/3/2019	35366	C & B Crushing, Inc.	\$	240.00
9/3/2019	35367	California Water Environment Association	\$	380.00
9/3/2019	35368	Calimesa Chamber Of Commerce	\$	105.00
9/3/2019	35369	Fastenal Company	\$ \$	264.47
9/3/2019	35370	Fedex	\$	29.90
9/3/2019	35371	Hasa, Inc.	\$	7,601.18
9/3/2019	35372	House Of Quality, Parts Plus	\$	11.58
9/3/2019	35373	Houston & Harris PCS, Inc.	\$	3,600.00
9/3/2019	35374	Inland Water Works Supply Co.	\$	14,713.25
9/3/2019	35375	JB Paving & Engineering, Inc.	\$	22,890.00
9/3/2019	35376	JW D'Angelo Co.	\$	2,826.66
9/3/2019	35377	MBC Applied Environmental Sciences	\$	1,350.00
9/3/2019	35378	NetComp Technologies,Inc.	\$	2,396.50
9/3/2019	35379	Nuckles Oil Company, Inc.	\$	3,084.30
9/3/2019	35380	Optics Planet, Inc.	\$	449.32
9/3/2019	35381	Pall Corporation	\$	17,430.64
9/3/2019	35382	Q Versa, LLC	\$	4,882.59
9/3/2019	35383	Ralph C. Casas	\$	82.50
9/3/2019	35384	Safeguard Business Systems Inc	\$	1,191.18
9/3/2019	35385	San Bdno. Valley Muni. Water Dist.	\$	5,520.21
9/3/2019	35386	Sturdivan Emergency Management Consultin	\$	2,000.00
9/3/2019	35387	The Gas Company	\$	52.19
9/3/2019	35388	Victor James Valenti	\$	3,346.44
9/3/2019	35389	Blue Shield of CA	\$	3,703.40
9/3/2019	35390	Nippon Life Insurance	\$	2,869.05
9/3/2019	35391	Standard Dental Insurance Co.	\$	1,552.24
9/3/2019	35392	Standard Insurance Vision	\$	264.80
9/3/2019	35393	Western Dental Services Inc.	\$	251.16
9/9/2019	35394	Ameripride Uniform Services	\$	995.45
9/9/2019	35395	AutoZone Stores LLC	\$	9.70
9/9/2019	35396	Baldy View Chapter	\$	150.00
9/9/2019	35397	BofA Credit Card	\$	11,240.51
9/9/2019	35398	Calimesa Chamber Of Commerce	\$	35.00
9/9/2019	35399	Cart Guy LLC	\$	780.65
9/9/2019	35400	Clark Pest Control	\$	230.00
9/9/2019	35401	Clinical Laboratory of San Bernardino	\$	11,019.50
9/9/2019	35402	Commercial Solar Guy	\$	1,000.00
9/9/2019	35403	Coverall North America, Inc.	\$	1,331.00
9/9/2019	35404	Crown Ace Hardware - Yucaipa	\$	265.12
9/9/2019	35405	First American Data Tree, LLC	\$	50.00
9/9/2019	35406	Fuel Equipment Services, Inc.	\$	892.31
9/9/2019	35407	G&G Environmental Compliance,Inc	\$	4,729.82
9/9/2019	35408	Grainger	\$	189.40

Check Register - September 2019

Check	Check			
Date	Number	Payee		Amount
9/9/2019	35409	Hach Company	\$	2,416.73
9/9/2019	35410	Hemet Valley Tool Inc.	\$	821.08
9/9/2019	35411	House Of Quality, Parts Plus	\$	1.41
9/9/2019	35412	JB Paving & Engineering, Inc.	\$	78,240.00
9/9/2019	35413	JB Paving & Engineering, Inc.	\$	5,426.00
9/9/2019	35414	Luke's Transmission Inc.	\$ \$	423.40
9/9/2019	35415	NCL Of Wisconsin Inc	\$	1,531.24
9/9/2019	35416	NetComp Technologies,Inc.	\$	2,100.00
9/9/2019	35417	Nuckles Oil Company, Inc.	\$ \$	4,740.85
9/9/2019	35418	Pacific Coast Landscape & Design, Inc.	\$	6,875.00
9/9/2019	35419	Pro-Pipe & Supply, Inc.	\$	45.47
9/9/2019	35420	Q Versa, LLC	\$	4,650.00
9/9/2019	35421	Quinn Company	\$	5,701.71
9/9/2019	35422	Redlands Employment Services	\$	1,230.52
9/9/2019	35423	SB CNTY-Solid Waste Mgmt Div	\$ \$	80.89
9/9/2019	35424	SCCI, Inc.	\$	350.00
9/9/2019	35425	Sinclair Rock and Sand Inc.	\$	8,750.00
9/9/2019	35426	Southwest Toyotalift:DBA	\$	11,829.88
9/9/2019	35427	State Water Resources Control Board	\$	1,856.00
9/9/2019	35428	The Counseling Team International	\$	300.00
9/9/2019	35429	Timothy F. Moore	\$	512.18
9/9/2019	35430	Tri County Pump Company	\$	23,351.35
9/9/2019	35431	Underground Service Alert Of So. CA	\$	336.70
9/9/2019	35432	US Bank	\$	7,565.01
9/9/2019	35433	Water Systems Optimization Inc.	\$	2,500.00
9/9/2019	35434	Yucaipa Disposal, Inc.	\$	1,923.84
9/9/2019	35435	Matthew Garner	\$	1,617.51
9/9/2019	35436	Greren Maple 2, LLC - VOID	\$	-
9/9/2019	35437	Crown Ace Hardware - Yucaipa	\$	559.63
9/9/2019	35438	Green Maple 2,LLC	\$	12,595.59
9/16/2019	35439	Borden Excavating, Inc.	\$	387,621.85
9/16/2019	35440	David L. Wysocki	\$	3,375.00
9/16/2019	35441	Delta Partners, LLC	\$	7,500.00
9/16/2019	35442	ECORP Consulting, Inc.	\$	2,818.75
9/16/2019	35443	Geoscience Support Services, Inc.	\$	39,587.82
9/16/2019	35444	One Stop Landscape Supply Inc	\$	23,340.50
9/16/2019	35445	Separation Processes, Inc.	\$	17,775.50
9/16/2019	35446	VTD, Vavrinek, Trine, Day & CO., LLP	\$	1,500.00
9/16/2019	35447	Borden Excavating, Inc.	\$	20,401.15
9/16/2019	35448	CA State Disbursement Unit	\$	743.52
9/16/2019	35449	IBEW Local #1436	\$	580.00
9/16/2019	35450	WageWorks, Inc.	\$	1,340.00
9/16/2019	35451	All American Sewer Tools	\$	2,809.98
9/16/2019	35452	Ameripride Uniform Services	\$	1,162.60
9/16/2019	35453	Armorcast Products Company	\$	18,831.47
9/16/2019	35454	Assoc. SB Cty Special Districts	\$	102.00
9/16/2019	35455	Best Home Center	\$	35.73

Check Register - September 2019

Check	Check			
Date	Number	Payee		Amount
9/16/2019	35456	Brenntag Pacific, Inc	\$	7,146.19
9/16/2019	35457	Caselle, Inc.	\$	3,075.00
9/16/2019	35458	Center Electric Services, Inc.	\$	7,912.32
9/16/2019	35459	Corelogic, Inc.	\$	330.00
9/16/2019	35460	DBA:Koritas Tires Inc.	\$	1,873.40
9/16/2019	35461	DR Horton	\$ \$	123,175.65
9/16/2019	35462	Eco Pro Environmental Services, Inc.	\$	85.00
9/16/2019	35463	Evoqua Water Technologies LLC	\$	2,001.47
9/16/2019	35464	Fastenal Company	\$	724.08
9/16/2019	35465	Fedex	\$	44.07
9/16/2019	35466	Grainger	\$	1,104.13
9/16/2019	35467	Hach Company	\$	594.61
9/16/2019	35468	Harrington Ind. Plastic, LLC	\$	284.88
9/16/2019	35469	HD Supply Facilities Maintenance Ltd.	\$	529.77
9/16/2019	35470	Houston & Harris PCS, Inc.	\$ \$ \$	5,400.00
9/16/2019	35471	Inland Water Works Supply Co.	\$	66,715.69
9/16/2019	35472	Integrity Hose and Fittings	\$	62.50
9/16/2019	35473	John F. Simister	\$	740.48
9/16/2019	35474	Konica Minolta Business Solutions	\$	1,294.22
9/16/2019	35475	Larry Jacinto Farming, Inc.	\$	420.00
9/16/2019	35476	MBC Applied Environmental Sciences	\$	2,700.00
9/16/2019	35477	Micro Motion, Inc.	\$	2,692.56
9/16/2019	35478	Nuckles Oil Company, Inc.	\$	4,873.08
9/16/2019	35479	Pro-Pipe & Supply, Inc.		86.38
9/16/2019	35480	Redlands Employment Services	\$ \$ \$	1,130.48
9/16/2019	35481	Separation Processes, Inc.	\$	4,102.00
9/16/2019	35482	Spectrum Business	\$	1,834.00
9/16/2019	35483	Time Warner Cable	\$	281.54
9/16/2019	35484	Yucaipa Disposal, Inc.	\$	2,312.55
9/16/2019	35485	Yucaipa Valley Water District	\$	41,570.81
9/16/2019	35486	Lennar Homes	\$	174,340.92
9/16/2019	35487	Meritage Homes,MLC Holdings Inc	\$	81,485.43
9/17/2019	35488	WageWorks, Inc.	\$	373.00
9/23/2019	35489	Yucaipa Disposal, Inc.	\$	1,496.32
9/23/2019	35490	Ameripride Uniform Services	\$	1,162.60
9/23/2019	35491	Arrow Staffing	\$	1,076.26
9/23/2019	35492	AT&T Mobility	\$	2,613.06
9/23/2019	35493	Bay Alarm Company	\$	5,353.59
9/23/2019	35494	BofA Credit Card	\$	3,647.30
9/23/2019	35495	Brenntag Pacific, Inc	\$	2,091.85
9/23/2019	35496	C & B Crushing, Inc.	\$	320.00
9/23/2019	35497	California Water Environment Association	\$	192.00
9/23/2019	35498	Calmat Company	\$	2,605.79
9/23/2019	35499	Caselle, Inc.	\$	14,006.00
9/23/2019	35500	Center Electric Services, Inc.	\$	3,532.99
9/23/2019	35501	Central Communications	\$	485.89
9/23/2019	35502	Evoqua Water Technologies LLC	\$	288.95
		-		

Check Register - September 2019

Check	Check	_		
Date	Number	Payee		Amount
9/23/2019	35503	GEI Consultants, Inc.	\$	3,268.00
9/23/2019	35504	Granicus, LLC	\$	2,879.25
9/23/2019	35505	Hasa, Inc.	\$	7,695.10
9/23/2019	35506	HD Supply Facilities Maintenance Ltd.	\$	2,498.23
9/23/2019	35507	Hudco, Inc.	\$	582.17
9/23/2019	35508	Inland Water Works Supply Co.	\$	13,925.92
9/23/2019	35509	JW D'Angelo Co.	\$	6,303.38
9/23/2019	35510	Lee, Karen	\$	423.97
9/23/2019	35511	Nalco Company	\$	10,328.10
9/23/2019	35512	NetComp Technologies,Inc.	\$	2,600.00
9/23/2019	35513	Nuckles Oil Company, Inc.	\$	3,107.89
9/23/2019	35514	Odyssey Power Corporation	\$	2,655.00
9/23/2019	35515	Pacific Coast Landscape & Design, Inc.	\$	825.00
9/23/2019	35516	Polydyne Inc.	\$	3,462.86
9/23/2019	35517	Q Versa, LLC	\$	255.00
9/23/2019	35518	Quinn Company	\$	1,636.64
9/23/2019	35519	Ralph C. Casas	\$	92.45
9/23/2019	35520	Red Alert Special Couriers	\$	344.26
9/23/2019	35521	San Bernardino Valley Water Conservation	\$	5,556.00
9/23/2019	35522	Spectrum Business	\$	1,834.00
9/23/2019	35523	UPS Store#1504/ Mail Boxes Etc.	\$	55.48
9/23/2019	35524	US Bank	\$	10,024.12
9/23/2019	35525	Victor James Valenti	\$	2,406.25
9/25/2019	35526	Dennis Neff	\$	649.35
9/25/2019	35527	Joan Cadiz	\$	886.89
9/25/2019	35528	Joe DeSalliers	\$	604.67
9/25/2019	35529	Peggy Little	\$	649.21
9/25/2019	35530	Robert Wall	\$	649.35
9/25/2019	35531	Rodd Greene	\$	610.01
9/25/2019	35532	Aflac	\$	3,019.68
9/25/2019	35533	CA State Disbursement Unit	\$	743.52
9/25/2019	35534	WageWorks, Inc.	\$	1,340.00
0,20,2010	00001	rragorromo, mo.		1,552,856.45
			Ť	.,002,000.10
9/13/2019	electronic pmt	IRS - PAYROLL TAXES	\$	57,456.89
9/13/2019	electronic pmt	CA-EDD	\$	9,831.16
9/13/2019	electronic pmt	Payroll Direct Deposit	\$	148,234.26
9/13/2019	electronic pmt	CA-PERS Supplemental Income 457 Plan	\$	27,171.09
9/13/2019	electronic pmt	CalPERS - HEALTH	\$	92,184.49
9/13/2019	electronic pmt	VOYA-457	\$	5,479.86
9/13/2019	electronic pmt	Public Employees' Retirement System	э \$	30,511.10
9/27/2019	electronic pmt	IRS - PAYROLL TAXES	\$	56,640.10
	•			•
9/27/2019	electronic pmt	CA-EDD Payrall Direct Denocit	\$	9,835.84
9/27/2019	electronic pmt	Payroll Direct Deposit	\$	146,664.57
9/27/2019	electronic pmt	CA-PERS Supplemental Income 457 Plan	\$	24,491.06
9/27/2019	electronic pmt	VOYA-457	<u>\$</u>	3,450.57
				611,950.99

Investment Summary - September 2019

U.S. TREASURIES

Quantity	Description	Cusip	Maturity Date	Yield	Cos	t of Purchase	М	arket Value
500,000	US Treasury Bill	912796SV2	June 18, 2020	2.150%	\$	491,590.83	\$	522,000.56
500,000	1	<u> </u>	Total Values	I	\$	491,590.83	\$	522,000.56
oney Marke	t Account Activity-Beg	inning Balance	•				\$	28,388.32
	7/31/17 - Bond Interes	t					\$	_
	7/31/18 - Dividend/Inte	rest					\$	2.24
	Cusip 912796QM4 Acc	crued Interest Pa	aid					
	Business Account Fee							
	Income						\$	2.24
	Intra-Bank Transfers to	o/from Investme	nt Checking				\$	-
	Fund Transfers					·	\$	-
	Cusip Maturity							
	Redemptions					•	\$	-
	Cusip Purchase							
	Purchases					•	\$	-
nding Balan	ce - Money Market						\$	28,390.56
S Treasury	Securities Investment	Principal					\$	491,590.83
otal Assets								519,981.39

Investment Summary - September 2019

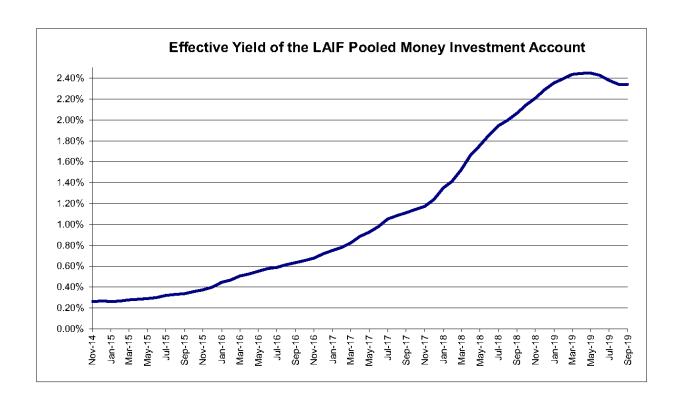
LOCAL AGENCY INVESTMENT FUND

PERIOD	W	TOTAL /ITHDRAWAL AMOUNT	ENI	DING BALANCE		
July 31, 2019	\$	-	\$ -	\$ 56,327.40	\$	10,343,772.08
August 31, 2019	\$	(2,900,000.00)	\$ -	\$ -	\$	7,443,772.08
September 30, 2019	\$	=	\$ -	\$ -	\$	7,443,772.08
October 31, 2019	\$	-	\$ -	\$ -	\$	7,443,772.08
November 30, 2019	\$	-	\$ -	\$ -	\$	7,443,772.08
December 31, 2019	\$	-	\$ -	\$ -	\$	7,443,772.08
January 31, 2020	\$	-	\$ -	\$ -	\$	7,443,772.08
February 28, 2020	\$	-	\$ -	\$ -	\$	7,443,772.08
March 31, 2020	\$	-	\$ -	\$ -	\$	7,443,772.08
April 30, 2020	\$	-	\$ -	\$ -	\$	7,443,772.08
May 31, 2020	\$	-	\$ -	\$ -	\$	7,443,772.08
June 30, 2020	\$	-	\$ -	\$ -	\$	7,443,772.08

L.A.I.F. INCOME SUMMARY

INCOME RECEIVED

CURRENT QUARTER FY YEAR-TO-DATE\$ 56,327.40 \$ 56,327.40



	FY 2019-20	W	ater Reveni	ue				
G/L ACCOUNT#	DESCRIPTION		BUDGET		Sept '19	١,	ear to Date	%
	Sales-Water & Non Potable	\$	5,600,000	\$	633,098	\$	1,971,865	35.21%
	Sales-Construction Water	\$	100,000	\$	2,426	\$	4.951	4.95%
	Sales-Imported Water-SGPWA	\$	250,000	\$	52,254	\$	162,575	65.03%
	Sales-Imported Water-MUNI	\$	850,000	\$	59,478	\$	184,166	21.67%
L	Sales-Disc (Multi Unit) Commdy	\$	(110,000)		(10,570)	\$	(33,793)	30.72%
<u></u>	Sales-Wholesale Water	\$	200,000	\$	5.676	\$	15,931	7.97%
	Sales-Establish Service Fee	\$	6,000	\$	950	\$	1,625	27.08%
	Sales-Service Demand Charges	\$	3,500,000	\$	269,290	\$	808,526	23.10%
	Sales-Fire Srv Standby Fees	\$	40,000	\$	3,506	\$	8,568	21.42%
	Sales-Const Water Minimum Chg	\$	5,000	\$	10	\$	10	0.20%
L	Sales-Disc (Multi Units)-SC	\$	(135,000)		(11,360)	\$	(34,079)	25.24%
	Unauthorized Use of Water Chrg	\$	2.000	\$	-	\$	- (5.,5.0)	0.00%
L	Meter/Lateral Installation	\$	100,000	\$	34,884	\$	57,102	57.10%
	Fire Flow Test Fees	\$	4,500	\$	300	\$	1,400	31.11%
	Disconnect & Reconnect Fees	\$	100,000	\$	6,975	\$	11,600	11.60%
02-400-41121	Delinquent Payment Charges	\$	135,000	\$	13,546	\$	41,665	30.86%
	Bad Debt Write-Off & Recovery	\$	(20,000)		<u>-</u>	\$		0.00%
	Revenue - Other, Operating	\$	-	\$	(170)		(170)	N/A
02-421-42123	Admin, Management & Acctg Fees	\$	210,000	\$	17,500	\$	52,500	25.00%
	Interest Earned	\$	115,000	\$	1,189	\$	28,184	24.51%
02-431-43110	Property Tax - Unsecured	\$	250,000	\$	-	\$		0.00%
	Property Tax - Secured	\$	3,000,000	\$	-	\$	-	0.00%
02-431-43130	Tax Collection - Prior	\$	45,000	\$	-	\$	-	0.00%
02-431-43140	Taxes - Other	\$	180,000	\$	<u>-</u>	\$	<u>-</u>	0.00%
	Rental Income	\$	3,000	\$	<u>-</u>	\$	<u>-</u>	0.00%
02-491-49150	Revenue - Misc Non-Operating	\$	25,000	\$	(144)	\$	351	1.40%
	WATER OPERATING REVENUE	\$	14,455,500	\$	1,078,838	\$	3,282,978	22.71%
ļ							<u> </u>	
	Transfer - Reserve Fund	\$	-	\$	-	\$	-	
02-480-48002	Grants	\$	700,000	\$	-	\$	<u> </u>	0.00%
02-480-48901	Contrib Cap-Capacity Fees	\$		\$	(287,209)	\$	(167,527)	N/A
	Contrib Cap-Sustainability	\$	-	\$	1,761	\$	43,505	N/A
	TOTAL WATER REVENUE	\$	15,155,500	\$	793,390	\$	3,158,956	20.84%

NOTE: Plan check & inspection fees to 02-42122

	FY 2019-20 S	ev	ver Revenue				
G/L ACCOUNT#	DESCRIPTION		BUDGET	Sept '19	Υ	ear to Date	%
03-400-40016	Sales-Establish Service Fee	\$	500	\$ 	\$	<u>-</u>	0.00%
03-400-41000	Sales-Sewer Charges	\$	12,132,712	\$ 973,881	\$	2,951,328	24.33%
03-400-41005	Sales-Disc (Multi Units)-SC	\$	(200,000)	\$ (18,283)	\$	(54,991)	27.50%
03-400-41110	Meter/Lateral Installation	\$	15,000	\$ -	\$	- I	0.00%
03-400-41121	Penalty - Late Charges	\$	125,000	\$ 12,159	\$	37,970	30.38%
03-400-41124	Bad Debt Write-Off & Recovery	\$	(15,000)	\$ -	\$	- i	0.00%
03-400-41131	Front Footage Fees	\$	55,000	\$ -	\$	- İ	0.00%
03-421-42122	Revenue - Other, Operating	\$	2,000	\$ 540	\$	1,400	70.00%
03-430-43010	Interest Earned	\$	100,000	\$ 	\$	24,390	24.39%
03-431-43110	Property Tax - Unsecured	\$	-	\$ 	\$	-	
03-431-43120	Property Tax - Secured	\$	-	\$ -	\$	- [
03-431-43130	Tax Collection - Prior	\$	-	\$ -	\$	- l	
03-431-43140	Taxes - Other	\$	-	\$ -	\$	-	-
03-491-49150	Revenue - Misc Non-Operating	\$	2,500	\$ -	\$	-	0.00%
	SEWER OPERATING REVENUE	\$	12,217,712	\$ 968,297	\$	2,960,097	24.23%
03-480-48002	Grants	\$	<u>-</u>	\$ -	\$	<u>-</u>	
03-480-48901	Contrib Cap-Capacity Fees	\$	-	\$ 268,640	\$	466,210	
03-480-48905	Contrib Cap-Infrastructure	\$	-	\$ 49,500	\$	63,000	-
	TOTAL SEWER REVENUE	\$	12,217,712	\$ 1,286,437	\$	3,489,307	28.56%

	FY 2019-20 Recyc	cle	d Revenue)		i i	l	
G/L ACCOUNT#	DESCRIPTION		BUDGET		Sept '19		Year to Date	%
04-400-40010	Sales-Water & Non Potable	\$	663,947	\$	73,637	\$	236,310	35.59%
04-400-40011	Sales-Construction Water	\$	45,000	\$	-	\$	75	0.17%
04-400-41000	Sales-Service Demand Charges	\$	90,000	\$	8,212	\$	24,317	27.02%
04-400-41003	Sales-Const Water Minimum Chg	\$	1,000	\$	-	\$	-	0.00%
04-400-41110	Meter/Lateral Installation	\$	70,000	\$	16,966	\$	22,516	32.17%
04-400-41121	Penalty - Late Charges	\$	5,000	\$	594	\$	1,194	23.89%
04-400-41122	Revenue - Other, Operating	\$	500	\$	-	\$	-	0.00%
04-430-43010	Interest Earned	\$	25,000	\$	-	\$	5,420	21.68%
	Property Tax - Unsecured	\$	-	\$	-	\$	-	N/A
	Property Tax - Secured	\$	400,000	\$	-	\$	-	0.00%
	Tax Collection - Prior	\$		\$	-	\$		N/A
04-431-43140		\$	-	\$	-	\$		N/A
04-491-49150	Revenue-Misc Non-Operating	\$	1,000	\$	-	\$		0.00%
	RECYCLED OPERATING REVENUE	\$	1,301,447	\$	99,408	\$	289,832	22.27%
04-480-48002	Grants	\$	-	\$	-	\$	-	N/A
04-480-48901	Contrib Cap-Capacity Fees	\$	-	\$	238,872	\$	365,799	N/A
	TOTAL RECYCLED REVENUE	\$	1,301,447	\$	338,280	\$	655,631	50.38%

	FY 2019-20	Wa	iter Expens	es				
G/L ACCOUNT								
#	DESCRIPTION		BUDGET		Sept '19	Υ	ear to Date	%
02-501-50010	Labor	\$	1,222,703	\$	57,669	\$	240,162	19.64%
02-501-50011	Labor - Credit	\$		\$		\$	-	N/A
02-501-50013	Benefits-FICA	\$	93,537	\$	5,148	\$	22,350	23.89%
02-501-50014	Benefits-Life Insurance	\$	6,264	\$	123	\$	594	9.48%
02-501-50016	Benefits-Health & Def Comp	\$	251,826	\$	16,253	\$	70,568	28.02%
02-501-50017	Benefits-Disability Insurance	\$	11,004	\$	933	\$	5,365	48.76%
02-501-50019	Benefits-Workers Compensation	\$	33,013	\$	-	\$	1,990	6.03%
02-501-50021	Benefits-PERS Employee	\$	-	\$	-	\$	-	N/A
02-501-50022	Benefits-PERS Employer	\$	183,405	\$	3,920	\$	19,492	10.63%
02-501-50023	Benefits-Uniforms	\$	6,525	\$	136	\$	2,602	39.88%
02-501-50024	Benefits-Vacation & Sick Pay	\$	8,000	\$	4,225	\$	29,351	366.88%
02-501-50025	Benefits-Boots	\$	8,415	\$	-	\$	2,700	32.09%
02-501-51003	R&M - Structures	\$	300,000	\$	5,510	\$	90,666	30.22%
02-501-51011	R&M - Valves	\$	20,000	\$	102	\$	102	0.51%
02-501-51115	Laboratory Supplies	\$	_	\$	-	\$	-	N/A
02-501-51140	General Supplies & Expenses	\$	3,000	\$	187	\$	419	13.96%
02-501-51210	Utilities - Power Purchases	\$	1,300,000	\$	137,169	\$	344,126	26.47%
02-501-51211	Utilities - Electricity	\$	5,000	\$	335	\$	766	15.31%
02-501-51316	Imported Water Purchases	\$	1,075,000	\$	99,169	\$	316,922	29.48%
02-501-54019	Licenses & Permits	\$	65,000	\$	-	\$	1,192	1.83%
02-501-54110	Laboratory Services	\$	77,500	\$	-	\$	10,800	13.93%
02-501-57040	YVRWFF-Crystal Creek Exp	\$	550,000	\$	34,015	\$	147,376	26.80%
	WATER RESOURCE TOTALS	\$	5,220,192	\$	364,894	\$	1,307,541	25.05%
				ļ				
02-503-50010	Labor	\$	1,593,344	\$	104,438	\$	422,290	26.50%
02-503-50011	Labor - Credit	\$	-	\$	(447)	\$	(447)	N/A
02-503-50013	Benefits-FICA	\$	121,891	\$	9,357	\$	37,378	30.67%
02-503-50014	Benefits-Life Insurance	\$	10,440	\$	290	\$	1,170	11.21%
02-503-50016	Benefits-Health & Def Comp	\$	425,106	\$	39,990	\$	156,152	36.73%
02-503-50017	Benefits-Disability Insurance	\$	14,340	\$	1,715	\$	6,833	47.65%
02-503-50019	Benefits-Workers Compensation	\$	43,020	\$		\$	2,207	5.13%
02-503-50021	Benefits-PERS Employee	\$		\$	-	\$		N/A
02-503-50022	Benefits-PERS Employer	\$	239,002	\$	7,782	\$	34,619	14.48%
02-503-50023	Benefits-Uniforms	\$	10,875	\$	551	\$	7,110	65.38%
02-503-50024	Benefits-Vacation & Sick Pay	\$	4,000	\$	9,197	\$	32,609	815.22%
02-503-50025	Benefits-Boots	\$	32,775	\$	-	\$	9,000	27.46%
02-503-51001	R&M - Vehicles & Equipment	\$	207,500	\$	5,545	\$	77,826	37.51%
02-503-51011	R&M - Valves	\$	5,000	\$	-	\$	1,239	24.77%
b	R&M - Pipelines	\$	200,000	\$	80,850	\$	133,185	66.59%
02-503-51021	R&M - Service Lines	\$	96,000	\$	1,168	\$	18,851	19.64%
	R&M - Fire Hydrants	\$	50,000	\$	-	\$	763	1.53%
02-503-51029	Repair & Maintenance-Backflow	\$	65,000	\$	122	\$	12,330	18.97%
02-503-51030	R&M - Meters	\$	30,000	\$	166	\$	247	0.82%
02-503-51031	R&M - Fire Flow Testing	\$	25,000	\$	-	\$	1,375	5.50%
02-503-51092	Equipment Credits	\$		\$	(812)	\$	(812)	N/A

	FY 2019-20	Wa	ter Expens	es				
G/L ACCOUNT								
#	DESCRIPTION		BUDGET		Sept '19	Y	ear to Date	%
 	General Supplies & Expenses	\$	3,000	\$	143	\$	390	13.00%
	PUBLIC WORKS TOTALS	\$	3,176,293	\$	260,055	\$	954,317	30.04%
02-506-50010	Labor	\$	616,295	\$	42,115	\$	164,664	26.72%
02-506-50011	Labor - Credit	\$		\$	-	\$	-	N/A
02-506-50012	Director Fees	\$	26,000	\$	2,169	\$	7,707	29.64%
02-506-50013	Benefits-FICA	\$	47,147	\$	3,631	\$	14,538	30.84%
02-506-50014	Benefits-Life Insurance	\$	3,120	\$	79	\$	387	12.41%
02-506-50016	Benefits-Health & Def Comp	\$	130,980	\$	15,453	\$	60,989	46.56%
02-506-50017	Benefits-Disability Insurance	\$	5,547	\$	656	\$	2,597	46.82%
02-506-50019	Benefits-Workers Compensation	\$	16,640	\$	-	\$	1,000	6.01%
02-506-50021	Benefits-PERS Employee	\$	-	\$	-	\$	-	N/A
02-506-50022	Benefits-PERS Employer	\$	92,444	\$	3,276	\$	15,507	16.77%
02-506-50023	Benefits-Uniforms	\$	3,250	\$	142	\$	2,014	61.97%
02-506-50024	Benefits-Vacation & Sick Pay	\$	10,000	\$	1,608	\$	13,068	130.68%
02-506-50025	Benefits-Boots	\$	1,950	\$	-	\$	3,300	169.23%
02-506-51003	R&M - Structures	\$	35,000	\$	1,048	\$	5,089	14.54%
02-506-51091	Expense Credits (overhead)	\$	-	\$	(360)		(360)	N/A
02-506-51120	Safety Equipment & Supplies	\$	25,000	\$	-	\$	2,971	11.88%
02-506-51125	Petroleum Products	\$	150,000	\$	12,480	\$	48,969	32.65%
02-506-51130	Office Supplies & Expenses	\$	35,000	\$	257	\$	4,054	11.58%
02-506-51140	General Supplies & Expenses	\$	40,000	\$	525	\$	942	2.35%
02-506-51199	Disaster Repairs & Incidences	\$		\$	-	\$	-	N/A
02-506-51211	Utilities - Electricity	\$	32,000	\$	4,040	\$	10,385	32.45%
	Utilities - Natural Gas	\$	2,000	\$	29	\$	91	4.55%
02-506-54002	Dues & Subscriptions	\$	30,000	\$	1,025	\$	635	2.12%
	Computer Expenses	\$	145,000	\$	5,603	\$	19,628	13.54%
	Postage	\$	10,000	\$	44	\$	74	0.74%
02-506-54011	Printing & Publications	\$		\$		\$	-	N/A
02-506-54012	Education & Training	\$	20,000	\$	348	\$	2,188	10.94%
	Utility Billing Expenses	\$	185,000	\$	7,309	\$	26,330	14.23%
	Public Relations	\$	31,500	\$	-	\$	1,982	6.29%
	Travel Related Expenses	\$	7,500	\$	1,198	\$	7,204	96.06%
02-506-54017	Certifications & Renewals	\$	12,000	\$	308	\$	2,177	18.14%
02-506-54020	Meeting Related Expenses	\$	8,000	\$	245	\$	1,001	12.51%
	Utilities - YVWD Services	\$	145,000	\$	7,107	\$	24,062	16.59%
	Waste Disposal	\$	2,700	\$	428	\$	1,283	47.50%
02-506-54025	Telephone & Internet	\$	45,000	\$	6,418	\$	13,304	29.56%
02-506-54099	Conservation & Rebates	\$	30,000	\$	10.404	\$	- 00.070	0.00%
02-506-54104	Contractural Services	\$	135,000	\$	12,484	\$	82,679	61.24%
	Legal	\$	30,000	\$	67	\$	3,567	11.89%
	Audit & Accounting	\$	15,000	\$	-	\$	675	4.50%
02-506-54109	Professional Fees	\$	165,000	\$	16,234	\$	70,791	42.90%
02-506-55500	Depreciation	\$	1,272,330	\$	106,028	\$	318,083	25.00%
02-506-56001	Insurance	\$	100,000	\$	8,333	\$	25,000	25.00%

	FY 2019-20	Wa	ater Expens	es				
G/L ACCOUNT #	DESCRIPTION		BUDGET		Sept '19	Υ	ear to Date	%
02-506-57030	Regulatory Compliance	\$	35,000	\$	2,500	\$	14,290	40.83%
02-506-57090	Election Related Expenses	\$	-	\$	-	\$	-	N/A
02-506-57096	Beaumont Basin Watermaster	\$	40,000	\$	-	\$	-	0.00%
02-506-57097	San Timoteo SGMA	\$	5,000	\$	-	\$	-	-
02-506-57098	Bunker Hill GSC	\$	15,000	\$	5,556	\$	5,556	-
02-506-57199	Suspense	\$	-	\$	-	\$	-	
	ADMINISTRATION TOTALS	\$	3,756,403	\$	268,380	\$	978,419	26.05%
02-540-57201	Series 2015A Principal	\$	1,170,000	\$		\$	1,170,000	100.00%
02-540-57402	Interest - Bond Repayment	\$	1,122,612	\$	-	\$	575,648	51.28%
	40 - Debt	\$	2,292,612	\$	-	\$	1,745,648	76.14%
02-540-57001	Asset Acq Water Dept	\$	_	\$		\$		
	Asset Acq US Dept	\$	-	\$	-	\$	-	
	Asset Acq Admin Dept	\$	-	\$	-	\$	-	
	40 - Capital Outlay	\$	-	\$		\$	-	
	TOTAL WATER EXPENSES	\$	14,445,500	\$	893,329	\$	-	0.00%

	FY 2019-20 S	ewe	er Expense	S				
G/L ACCOUNT			DUDGET		04140	v	aarta Data	%
# 03-502-50010	DESCRIPTION Labor		BUDGET	\$	Sept '19 89,417	\$	ear to Date	% 33.44%
03-502-50010		\$ \$	1,059,129	\$		\$	354,136	
		\$	81,023		7,772 174	\$	31,124	38.41%
03-502-50014		\$	5,592	\$ \$		\$	761	13.61%
	Benefits-Health & Def Comp		224,598	ļ	23,489	ļ	96,275	42.87%
I	Benefits-Disability Insurance	\$	9,535	\$	1,391	\$	6,167	64.68%
	Benefits-Workers Compensatn	\$	28,596	\$ \$	-	\$	1,990	6.96%
03-502-50021	Benefits-PERS Employee	\$	450,000		- E 0.E.7	\$	- 26 E76	16.720/
03-502-50022	Benefits-PERS Employer	\$	158,869	\$	5,857	\$	26,576	16.73%
03-502-50023	Benefits-Uniforms	\$	5,825	\$	243	\$	2,897	49.73%
	Benefits-Vacation & Sick Pay		9,000	\$ \$	3,978	\$	19,754	219.49%
	Benefits-Boots R&M - Structures	\$ \$	7,995			\$	3,640	45.53% 12.04%
	R&M - Automation Control	\$	350,000 65,000	\$ \$	6,633 6,410	\$ \$	42,146 12,764	12.04%
03-502-51010	Chemicals	\$	600,000	\$		\$		36.18%
03-502-51106		\$	500	\$	61,565	\$	217,109 65	12.93%
	Propane Laboratory Supplies	\$		\$	- 1,124	\$		16.91%
03-502-51115	General Supplies & Expenses	\$	30,000 5,000	\$	1,124	\$	5,072 576	
	Utilities - Power Purchases	\$		\$	103,929	\$	266,102	11.51%
		\$	850,000	÷				31.31%
03-502-54110	Laboratory Services		85,000	\$	1,983	\$	19,233	22.63%
03-502-57031	Sewage Waste Disposal-Solids	\$	226,000	\$	- 19	\$	46,494	20.57%
03-502-57034	Brineline Operating Expenses TREATMENT TOTALS	·	396,500 4,198,162	\$ \$		\$ \$	2,813 1,155,694	0.71% 27.53%
	TREATMENT TOTALS	P	4, 190, 102	Φ	313,904	Þ	1,100,094	27.55%
03-506-50010	Labor	\$	616,295	\$	35,693	\$	140,027	22.72%
03-506-50011	Labor - Credit	\$		\$	-	\$	-	
03-506-50012	Director Fees	\$	26,000	\$	2,169	\$	7,707	29.64%
03-506-50013	Benefits-FICA	\$	47,147	\$	3,026	\$	12,279	26.04%
03-506-50014	Benefits-Life Insurance	\$	3,120	\$	68	\$	354	11.35%
03-506-50016	Benefits-Health & Def Comp	\$	122,640	\$	13,413	\$	54,669	44.58%
03-506-50017	Benefits Disability Insurane	\$	5,547	\$	548	\$	2,408	43.41%
03-506-50019	Benefits-Workers Compensation	\$	16,640	\$	-	\$	1,000	6.01%
03-506-50021	Benefits-PERS Employee	\$	-	\$	-	\$	- [
03-506-50022	Benefits-PERS Employer	\$	92,444	\$	2,907	\$	13,712	14.83%
03-506-50023	Benefits-Uniforms	\$	3,250	\$	-	\$	204	6.29%
03-506-50024	Benefits-Vacation & Sick Pay	\$	5,000	\$	1,607	\$	12,887	257.74%
03-506-50025	Benefits-Boots	\$	1,950	\$	-	\$	300	15.38%
03-506-50055	Pension Expense-GASB 68	\$	<u>-</u>	\$	-	\$	-	
03-506-51120	Safety Equipment & Supplies	\$	9,500	\$	1,034	\$	3,287	34.60%
03-506-51125	Petroleum Products	\$	24,000	\$	2,000	\$	7,274	30.31%
03-506-51130	Office Supplies & Expenses	\$	7,000	\$	529	\$	2,328	33.26%
03-506-51140	General Supplies & Expenses	\$	30,000	\$	246	\$	561	1.87%
03-506-51199	Disaster Repairs & Incidences	\$	-	\$	-	\$	-	
03-506-54002	Dues & Subscriptions	\$	30,000	\$	65	\$	1,327	4.42%
03-506-54003	Management & Admin Services	\$	210,000	\$	17,500	\$	52,500	25.00%
	Computer Evanges		100.000	1 6	4.000	-	40.070	45.000/
03-506-54005	Computer Expenses Printing & Publications	\$	120,000	\$	4,268	\$	18,076	15.06%

	FY 2019-20 S	ewe	er Expense	S				
C/L ACCOUNT								
G/L ACCOUNT #	DESCRIPTION		BUDGET		Sept '19	v	ear to Date	%
	Education & Training	\$	20,000	\$		\$	6,850	34.25%
	Public Relations	\$	25,000	\$		\$	1,982	7.93%
	Travel Related Expenses	\$	10,000	\$		\$	6,094	60.94%
	Certifications & Renewals	\$	10,000	\$		\$	1,313	13.13%
03-506-54019	Licenses & Permits	\$	70,000	\$		\$	17,964	25.66%
	Meeting Related Expenses	\$	5,000	\$		\$	612	12.23%
03-506-54022	Utilities - YVWD Services	\$	265,000	\$		\$	101,294	38.22%
!	Waste Disposal	\$	14,000	\$		\$	4,878	34.84%
I	Telephone & Internet	\$	50,000	\$		\$	17,378	34.76%
03-506-54030	Drinking Water	\$		\$		\$		#DIV/0!
03-506-54104	Contractural Services	\$	46,000	\$		\$	29,206	63.49%
03-506-54107	Legal	\$	30,000	\$		\$	2,250	7.50%
I	Audit & Accounting	\$	15,000	\$		\$	675	4.50%
	Professional Fees	\$	200,000	\$		\$	80,527	40.26%
03-506-55500	Depreciation	\$	472,982	\$		\$	118,245	25.00%
	Insurance	\$	130,000	\$		\$	32,500	25.00%
!	Regulatory Compliance	\$	70,000	\$		\$	18,295	26.14%
	ADMINISTRATION TOTALS	\$	2,803,515	\$		\$	770,964	27.50%
				H				
03-507-50010	Labor	\$	625,069	\$	40,320	\$	159,773	25.56%
03-507-50011	Labor - Credit	\$	-	\$	-	\$	-	0.00%
03-507-50013	Benefits-FICA	\$	47,818	\$	3,583	\$	14,153	29.60%
03-507-50014	Benefits-Life Insurance	\$	3,864	\$	107	\$	431	11.16%
03-507-50016	Benefits-Health & Def Comp	\$	151,662	\$	14,163	\$	57,192	37.71%
03-507-50017	Benefits-Disability Insurance	\$	5,626	\$	655	\$	2,827	50.26%
03-507-50019	Benefits-Workers Compensatio	\$	16,877	\$	-	\$	1,990	11.79%
03-507-50021	Benefits-PERS Employee	\$	-	\$	-	\$	-	
03-507-50022	Benefit-PERS Employer	\$	93,760	\$	3,116	\$	13,801	14.72%
03-507-50023	Benefits-Uniforms	\$	4,025	\$	143	\$	1,856	46.10%
03-507-50024	Benefits-Vacation & Sick Pay	\$	40,000	\$	3,462	\$	13,582	33.95%
03-507-50025	Benefits-Boots	\$	2,415	\$	-	\$	600	24.84%
03-507-51003	Sewer Pipeline & Facilities	\$	250,000	\$	11,678	\$	51,654	20.66%
	General Supplies & Expenses	\$	500	\$		\$	787	157.34%
	Lift Station #1	\$	52,500	\$	5,270	\$	12,797	24.38%
03-507-51242	Lift Station #2	\$	18,000	\$	1,681	\$	4,204	23.35%
03-507-51243	4	\$	3,200	÷		\$	814	25.45%
03-507-51244	Lift Station #4	\$	9,500	+		\$	11,938	125.66%
03-507-51246	Lift Station #6	\$	5,000			\$	1,438	
03-507-51248	Lift Station #8	\$	2,500	+		\$	258	10.32%
03-507-54111	\$	\$	50,000	÷		\$	21,290	42.58%
	ENVIRONMENTAL CONTROL TOTAL	\$	1,382,316	\$	99,245	\$	371,386	26.87%
								100 000
	SRF Principal - WWTP	\$	2,306,368	+	2,306,368	\$	2,306,368	100.00%
	SRF Principal - Brineline	\$	447,138	\$		\$		0.00%
	SRF Principal - Wise	\$	136,599	\$		\$		0.00%
03-540-57205	SRF Principal - R 10.3	\$	40,023	\$		\$	-	0.00%

	FY 2019-20 S	ew	er Expense	S			i	
G/L ACCOUNT #	DESCRIPTION		BUDGET		Sept '19	Υ	ear to Date	%
03-540-57206	SRF Principal - Crow St	\$	15,667	\$	-	\$	- [0.00%
03-540-57403	Interest - Long Term Debt	\$	887,924	\$	617,301	\$	617,301	69.52%
	40 - Debt	\$	3,833,719	\$	2,923,669	\$	2,923,669	76.26%
03-540-57002	Asset Acq Treatment Dept	\$		\$	-	\$		
03-540-57006	Asset Acq Admin Dept	\$	_	\$	_	\$	-	
03-540-57007	Asset Acq EC Dept	\$	_	\$	-	\$	- [
	40 - Capital Outlay	\$	-	\$	-	\$	-	
	TOTAL SEWER EXPENSES	\$	12,217,712	\$	3,534,746	\$	5,221,712	42.74%

FY 2019-20 Recycled Expenses								
G/L ACCOUNT	DECODIDEION					Year to		0/
#	DESCRIPTION	4	BUDGET	j	Sept '19	φ.	Date	%
04-506-50010	Labor	\$	705,207	\$	39,425	\$	159,943	22.68%
04-506-50011	Labor - Credit	\$	-	\$	-	\$	-	0.000/
04-506-50012	Director Fees	\$	5,000	\$	- 2 200	\$	- 44 000	0.00%
04-506-50013	Benefits-FICA		53,948	\$	3,306	\$	11,829	21.93%
04-506-50014	Benefits-Life Insurance	\$	3,600	\$	89	\$	377	10.47%
04-506-50016	Benefits-Health & Def Comp	\$	143,004	\$	12,767	\$	51,867	36.27%
04-506-50017	Benefits-Disability Insurance	\$	6,347	\$	623	\$	2,556	40.27%
04-506-50019	Benefits-Workers Compensation	\$	19,041	\$	-	\$	1,107	5.81%
04-506-50021	Benefits-PERS Employee	\$	-	\$	-	\$	-	40.530
04-506-50022	Benefits-PERS Employer	\$	105,781	\$	3,282	\$	13,292	12.57%
04-506-50023	Benfits-Uniforms	\$	3,750	\$	34	\$	1,352	36.06%
04-506-50024	Benefits-Vacation & Sick Pay	\$	-	\$	3,058	\$	12,265	#DIV/0!
04-506-50025	Benefits-Boots	\$	4,750	\$	-	\$	1,200	25.26%
04-506-51003	R&M - Structures	\$	26,519	\$	-	\$	-	0.00%
04-506-51011	R&M - Valves	\$	500	\$	-	\$	-	0.00%
04-506-51020	R&M - Pipelines	\$	500	\$	-	\$	162	32.42%
04-506-51021	R&M - Service Lines	\$	4,000	\$	-	\$	-	0.00%
04-506-51022	R&M - Fire Hydrants	\$	4,000	\$	-	\$	-	0.00%
04-506-51030	R&M - Meters	\$	1,500	\$	-	\$	-	0.00%
04-506-51140	General Supplies & Expenses	\$	7,000	\$	-	\$	2	0.03%
04-506-51210	Utilities - Power Purchases	\$	84,500	\$	7,506	\$	19,908	23.56%
04-506-54002	Dues & Subscriptions	\$	3,000	\$	-	\$	10	0.32%
04-506-54005	Computer Expenses	\$	11,000	\$	-	\$	850	7.73%
04-506-54011	Printing & Publications	\$	-	\$	-	\$	-	N/A
04-506-54012	Education & Training	\$	3,500	\$	35	\$	137	3.90%
04-506-54014	Public Relations	\$	4,200	\$	_	\$	440	10.49%
04-506-54016	Travel Related Expenses	\$	1,000	\$	245	\$	245	24.48%
04-506-54017	Certifications & Renewals	\$	500	\$	-	\$	-	0.00%
04-506-54019	Licenses & Permits	\$	7,500	\$	-	\$	_	0.00%
04-506-54020	Meeting Related Expenses	\$	1,400	\$	85	\$	191	13.65%
04-506-54022	Utilities - YVWD Services	\$	12,500	\$	635	\$	1,890	15.12%
04-506-54025	Telephone & Internet	\$	1,400	\$	212	\$	413	29.53%
04-506-54104	Contractural Services	\$	10,000	\$	209	\$	2,290	22.90%
04-506-54107	Legal	\$	500	\$	-	\$	-	0.00%
04-506-54108	Audit & Accounting	\$	4,000	\$		\$	150	3.75%
l	Professional Fees	\$	30,000	\$	-	\$	3,492	11.64%
04-506-54110	Laboratory Services	\$	-	\$	-	\$	-	
04-506-55500	Depreciation	\$	_	\$	-	\$	_	#DIV/0!
04-5-06-56001	Insurance	\$	25,000	\$	2,083	\$	6,250	25.00%
04-5-06-57030	Regulatory Compliance	\$	6,500	\$	1,856	\$	6,030	92.77%
04-5-06-57040	Environmental Compliance	\$	500	\$		\$		0.00%
		Ť				†		
! !	TOTAL RECYCLED EXPENSES	\$	1,301,447	\$	75,451	\$	298,246	22.92%



Yucaipa Valley Water District Workshop Memorandum 19-226

Date: October 29, 2019

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Discussion Regarding the Implementation of an XPress Bill Pay Lockbox

On July 17, 2018 [Director Memorandum 18-107] the Board of Directors authorized the General Manager to execute an agreement with Xpress Bill Pay for payment processing which works closely with our new financial software. Our agreement with Xpress Bill Pay includes various services such as IVR (Interactive Voice Response), Self-Service Customer Portal, Mobile Friendly Website and an App through the Apple Store (the Android app is currently in development). One additional service District staff has recently explored with Xpress Bill Pay is the Lockbox Service.

The District has many customers who choose to pay by check via mail. This creates a significant amount of processing by District staff at the front counter to enter these payments. In addition, this creates a large stack of checks that must be physically deposited at the bank. District staff believes employee time could be better utilized performing other tasks such as proactive review of the AMI meters and notifying customers when we believe they may have a leak, etc.

Xpress Bill Pay offers a Lockbox Service where all mail payments would be rerouted to a post office box (belonging to Yucaipa Valley Water District) in Pleasant Grove, Utah. Payments would then be entered and processed by Xpress Bill Pay staff. Xpress Bill Pay would then make the images available to District staff and send a file to the bank for deposit. These payments would be processed daily including Saturdays (except for holidays).

This Lockbox Service costs \$0.48 per transaction; however, this will result in reduced check processing fees from the bank as well as less bank errors as the bank will now receive an electronic file rather than paper checks. Finally, this will result in a better use of staff time so we can proactively serve our customers.

This service will result in the new return mailing address pre-printed on our bills that are mailed to customers. The District will continue to keep the current post office box in Yucaipa for other mail received. District staff intends to implement this new service with the bills mailed out the beginning of December (the first batch of monthly billing to customers all on one cycle).

Financial Impact

District staff does not anticipate any net increase in costs compared to prior year utility billing expenses. Although this processing cost of \$0.48 per item is more than the \$0.20 per check in bank fees, we have seen a decrease in the number of paper bills sent out which results in approximately \$0.50 per bill savings. There is also an annual fee of \$275 for the post office box in Utah. These costs will be split between the Water Fund, Utility Billing Expenses [G/L Account # 02-506-54013] and Sewer Fund, Utility Billing Expenses [G/L Account # 03-506-54013].



Yucaipa Valley Water District Workshop Memorandum 19-227

Date: October 29, 2019

From: Joseph Zoba, General Manager

Subject: Review of Agreement to Facilitate Water Deliveries by San Bernardino Valley

Municipal Water District for the San Gorgonio Pass Water Agency in the Calimesa

Area

On September 25, 2019, the Yucaipa Valley Water District Board of Directors participated in a joint board meeting together with other elected officials from the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency. At this meeting, the elected officials discussed the draft Agreement to Facilitate Water Deliveries by San Bernardino Valley Municipal Water District for the San Gorgonio Pass Water Agency in the Calimesa Area ("Joint Agreement").

This agreement is based upon the previously approved Agreement Among the Department of Water Resources of the State of California, San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency for a Change in Point of Delivery of a Portion of San Gorgonio Pass Water Agency's State Water Project Table A Water, SWPAO #16030 ("SWPAO 16030")







SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT 380 E. Vanderbit Way, San Bernardino, CA 92408

JOINT MEETING OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, THE SAN GORGONIO PASS WATER AGENCY AND THE YUCAIPA VALLEY WATER DISTRICT BOARD OF DIRECTORS

AGENDA

1:30 PM Wednesday, September 25, 2019

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

- PUBLIC COMMENT Any person may address the Board on matters within its jurisdiction.
- 2. DISCUSSION AND POSSIBLE ACTION ITEMS
 - 2.1. Consider Agreement Review of an Agreement to Facilitate Water Deliveries to the Calimesa Area by San Bernardino Valley Municipal Water District for the San Gorgonio Pass Water Agency (Page 3) Staff Memo Review of Agreement to Facilitate Water Deliveries Agreement to Facilitate Water Deliveries Joint Agreement SWPAO 16030 Sample Calculation of Calimesa Deliveries for August 2019
 - 2.2. Presentation and Discussion of Facilitated Joint Management Meetings (Page 26) Staff Memo - Calimesa Water Supply Joint Board Meeting for Calimesa Water Supply Agreement
- 3. BOARD MEMBER COMMENTS
- 4. ADJOURNMENT

which will provide up to 2,400 acre feet of imported water from the San Gorgonio Pass Water Agency to be delivered by the San Bernardino Valley Municipal Water District to the Yucaipa Valley Water District for use in Calimesa. This Joint Agreement will document the procedures necessary to track imported water received by Yucaipa Valley Water District from the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency.

At the Joint Board meeting, the elected officials agreed to have the Joint Agreement adopted by each respective board. The District staff will schedule the Joint Agreement for approval at the next board meeting.

AGREEMENT TO FACILITATE WATER DELIVERIES BY SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR THE SAN GORGONIO PASS WATER AGENCY IN THE CALIMESA AREA

THIS AGREEMENT TO FACILITATE WATER DELIVERIES ("Agreement") i
entered into as of, 2019 ("Effective Date"), by and among SAN
BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water distric
organized and existing under the Municipal Water District Act of 1911 (Water Code § 71000 e
seq.) ("SBVMWD"), SAN GORGONIO PASS WATER AGENCY, a wholesale water agency
organized and existing under the San Gorgonio Pass Water Agency Law (Water Code App. § 101
1 et seq.) ("SGPWA"), and YUCAIPA VALLEY WATER DISTRICT, a county water distric
organized and existing under the County Water District Law (Water Code § 30000 et seq.
("YVWD"). Valley, SGPWA, and YVWD are sometimes referred to herein individually a
"Party" and collectively as "Parties".

RECITALS

- A. SBVMWD is a wholesale water agency and a State Water Contractor ("SWC") that receives a yearly allocation of imported State Water Project ("SWP") water supplies from the Department of Water Resources ("DWR") pursuant to that certain water supply contract, dated December 30, 1960, as subsequently amended ("SBVMWD's Water Supply Contract").
- B. SGPWA is a wholesale water agency and a SWC that receives a yearly allocation of imported SWP supplies from DWR pursuant to that certain water supply contract, dated November 16, 1962, as subsequently amended ("SGPWA's Water Supply Contract").
- C. SBVMWD and SGPWA are not permitted to sell water to customers outside of their respective service areas.
- D. YVWD is a water retailer providing retail water service within both SBVMWD and SGPWA service areas.
- E. YVWD only receives imported SWP water deliveries through SBVMWD and then delivers that water to customers within both SBVMWD and SGPWA service areas. Currently, YVWD's only physical connection to the SWP system is SBVMWD's turnout at 3A of the California Aqueduct's East Branch Extension ("*Reach EBX-3A*").
- F. Since 2005, YVWD has been calculating the amount of SWP water that was delivered into SGPWA's service area through SBVMWD's turnout at Reach EBX-3A. SGPWA has been paying SBVMWD for the cost of the water delivered through SBVMWD's turnout at Reach EBX-3A on its behalf and then billing YVWD.
- G. Although SBVMWD was compensated for the cost of the SWP water, the SWP water delivered on behalf of SGPWA was being deducted from SBVMWD's SWP allocation instead of SGPWA's SWP allocation.
- H. In or about December 2018, SBVMWD, SGPWA, and DWR entered into that certain Agreement among the Department of Water Resources of the State of California, San

Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency for a Change in Point of Delivery of a Portion of San Gorgonio Pass Water Agency's State Water Project Table A Water ("SWPAO Agreement 16030"), which allows SGPWA to order up to 2,400 acrefeet annually of SGPWA's approved SWP Table A water ("SWP Water") for delivery at SBVMWD's turnout at Reach EBX-3A and provides that DWR shall deduct such SWP Water from SGPWA's SWP allocation and SGPWA shall pay to DWR the charges for such SWP Water. A true and correct copy of SWPAO Agreement 16030 is attached as Exhibit "A" hereto.

- I. SWPAO Agreement 16030 relies on a monthly calculation made by YVWD to quantify the amount of imported SWP Water deliveries through SBVMWD's turnout at Reach EBX-3A that are delivered into the SGPWA service area.
- J. The Parties desire to document the agreed accounting procedures to continue to be used by YVWD to quantify the amount of SWP Water deliveries through SBVMWD's turnout at Reach EBX-3A for customers within the SGPWA service area.
- **NOW, THEREFORE,** in consideration of the mutual covenants and conditions stated herein and other valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

TERMS OF AGREEMENT

- 1. <u>Incorporation of Recitals</u>. Each and every one of the Recitals set forth above is a material part of this Agreement and is hereby incorporated by reference into and made part of this Agreement by this reference.
- 2. <u>Term.</u> This Agreement shall be effective as of the Effective Date, and shall only terminate upon the expiration or other termination of SWPAO Agreement 16030 and any and all successor agreements.
- 3. <u>Calculating SWP Water Deliveries</u>. YVWD shall calculate the volume of SWP Water received from SBVMWD turnouts and delivered to customers in SBVMWD and SGPWA service areas, respectively, each calendar month using the methodology set forth in the Supplemental Water Calculations for SBVMWD & SGPWA attached as *Exhibit "B"* hereto and incorporated herein by reference ("*Water Calculations*").
- 4. <u>Definitions</u>. For purposes of making the Water Calculations, the following terms shall have the following meanings:
- a. YVWD Water Plant Production Report. [provide a description of the report, where it is published, etc.]
- b. Quantity of Imported Water Delivered to YVWD (AF) [A]. SBVMWD meter reading for deliveries to YVWD. Generated by SBVMWD's Operation Manager and regularly published in the agenda packet for regular meetings of the SBVMWD Board of Directors.
- c. Quantity of Filtered Water Delivered to Customers (AF) [B]. YVWD water plant production report.

- d. Potable Water Consumption by County (kgal) [C]. YVWD summation of deliveries to customers within each county. Found on YVWD internal report on potable water.
 - e. Percentage of Domestic Use per County [D]. Calculation.
 - f. Preliminary Allocation of Filtered Water (AF) [E]. Calculation.
- g. Well No. 35 Production (AF) [F]. Found on YVWD water production report.
- h. Well No. 40 Production (AF) [G]. Found on YVWD water production report.
- i. Well No. 48 Production (AF) [H]. Found on YVWD water production report.
- j. Well No. 61 Production (AF) [I]. Found on YVWD water production report.
- k. Calculation of Filtered Water Use in Riverside County (AF) [J]. Calculation.
- 1. Revised Allocation of Filtered Water (AF) [K]. Calculation that moves the equivalent volume of water produced by wells within Riverside County from the SGPWA imported supply to the SBVMWD imported supply.
 - m. Imported Water Allocated to YVWD (AF) [L]. Calculation.
- n. Imported Water Allocated to WHMWC (AF) [M]. Found on YVWD production report.
 - o. Quantity of Recycled Water from Direct Imports (AF) [N]. Calculation.
- p. Amount of Recycled Water from B-8 at Wocholz RWRF (AF) [O]. Found on YVWD production report.
- q. Actual Recycled Use in Riv. Co. (AF) [P]. Found on YVWD internal report on non-potable water.
- r. Revised Allocation of Recycled Water Use from YVRWFF (AF) [Q]. Calculation used when recycled production is less than demand.
- 5. <u>Reporting Water Calculations</u>. On or before the tenth (10th) business day of each calendar month, YVWD shall submit to both SBVMWD and SGPWA the completed Water Calculations for the preceding calendar month, with supporting documentation as reasonably requested by SBVMWD and/or SGPWA.
- 6. Records. YVWD shall keep and maintain complete and accurate records of all deliveries of SWP Water to its customers in both SBVMWD and SGPWA service areas and all

information used in making the Water Calculations. Such records shall be made available to SBVMWD and SGPWA, or their representatives, for inspection and copying upon written request. YVWD shall retain such records for a period of no less than three (3) years after the later of: (a) submission of all Water Calculations pursuant to Section 5 of this Agreement; or (b) the expiration or other termination of this Agreement.

- 7. <u>Audits</u>. Any Party may, at any time and at its sole cost, hire an auditor to examine the accounting for Water Calculations generated pursuant to this Agreement. The Parties may also agree to retain an independent auditor to review the accounting for Water Calculations generated pursuant to this Agreement, and the costs of such auditor will be shared equally among the Parties so agreeing.
- 8. <u>Compliance with Laws</u>. YVWD, at YVWD's sole cost and expense, shall comply with all federal, state, and local laws, ordinances, rules, and regulations and for securing any required consent, approvals, permits, or orders.

9. Liability.

- a. Nothing in this Agreement shall be construed or interpreted to modify the terms or conditions of SWPAO Agreement 16030 or SGPWA's and SBVMWD's respective Water Supply Contracts with DWR. Unless expressly provided herein, the terms and conditions of SWPAO Agreement 16030 and SGPWA's and SBVMWD's respective Water Supply Contracts with DWR, and any future amendments to any of those agreements, apply to this Agreement.
- b. Nothing in this Agreement shall be construed or interpreted to create any obligation, responsibility, or liability on the part of SBVMWD or SGPWA for the delivery, use, effects, or disposal of SWP Water. Any such responsibility shall be created and governed solely by separate agreement, if any, by and among the Parties.
- c. Nothing in this Agreement shall be construed or interpreted to alter or affect any Party's ownership or operation of its facilities.
- d. Pursuant to Government Code section 895.4, YVWD shall indemnify, defend, and hold harmless SBVMWD and SGPWA, and the directors, officers, employees, contractors, agents, and representatives of each of them, from and against any and all claims, demands, losses, fines, penalties, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies of whatever nature (including reasonable attorneys' fees) (collectively, "Claims") arising out of or related to the Water Calculations or the performance of YVWD's obligations under this Agreement, except to the extent that such Claims are caused by the sole negligence or willful misconduct of SBVMWD or SGPWA.
- e. The provisions of this Section 9 shall survive the expiration or other termination of this Agreement.
- 10. <u>Dispute Resolution</u>. In the event of a dispute regarding interpretation or implementation of this Agreement, the authorized representatives of the Parties shall endeavor to resolve the dispute by meeting within thirty (30) days after the request of a Party. If the dispute remains unresolved, the Parties shall use the services of a mutually acceptable consultant in an

effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon within sixty (60) days after the request of a Party, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy, including without limitation injunctive or other equitable relief.

11. General Provisions.

- a. Amendment. This Agreement may be amended or modified only by a written instrument executed by all of the Parties to this Agreement.
- b. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding any choice of laws provision that would apply the laws of any other jurisdiction. Any suit, action, or proceeding brought in connection with this Agreement shall be brought and maintained exclusively in the Superior Court of San Bernardino County, California.
- c. Attorneys' Fees and Costs. The prevailing Party in any litigation or other action to enforce or interpret this Agreement shall be entitled to reasonable attorneys' fees, expert witnesses' fees, costs of suit, and other and necessary disbursements in addition to any other relief deemed appropriate by a court of competent jurisdiction.
- d. *Headings*. The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.
- e. Construction and Interpretation. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
- f. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and, except as expressly provided in this Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
- g. Partial Invalidity. If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.
- h. Successors and Assigns. Neither Party may assign its interests in or obligations under this Agreement without the written consent of the other Parties, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the respective Parties to this Agreement.

- i. No Third Party Beneficiaries. This Agreement shall not create any right or interest in any non-Party or in any member of the public as a third party beneficiary.
- j. Waivers. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the rights or remedies provided in this Agreement shall not be deemed to be a waiver of that right or remedy.
- k. Necessary Actions. Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.
- l. Notices. All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing unless provided otherwise in this Agreement and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by email on the Party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the Party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as provided below. Except as provided otherwise in this Agreement, email addresses are provided for courtesy copies only, and notice may not be given by email. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to SBVMWD:	San Bernardino Valley Municipal Water District
	Attn: General Manager
	380 East Vanderbilt Way

San Bernardino, CA 92408 Phone: (909) 387-9200 Email: dough@sbvmwd.com

With a copy to: Varner & Brandt LLP

Attn: Brendan W. Brandt, General Counsel

3750 University Avenue, Suite 610

Riverside, CA 92501 Phone: (951) 274-7777

Email: brendan.brandt@varnerbrandt.com

If to SGPWA: San Gorgonio Pass Water Agency

Attn: General Manager 1210 Beaumont Avenue Beaumont, CA 92223

Phone: _____Email:

With a copy to:	
	Attn:
	Phone:
	Email:
If to YVWD:	Yucaipa Valley Water District
	Attn: General Manager
	P.O. Box 730
	Yucaipa, CA 92399-0730
	Phone:
	Email:
With a copy to:	
	Attn:
	Phone:
	Email:

- m. Authority. Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
- n. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WATER DISTRICT,

Its: _____

SAN BERNARDINO VALLEY MUNICIPAL

EXHIBIT "A"

AGREEMENT AMONG THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA, SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND SAN GORGONIO PASS WATER AGENCY FOR A CHANGE IN POINT OF DELIVERY OF A PORTION OF SAN GORGONIO PASS WATER AGENCY'S STATE WATER PROJECT TABLE A WATER

(SWPAO AGREEMENT 16030)

State of California The Resources Agency DEPARTMENT OF WATER RESOURCES

AGREEMENT AMONG
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND
SAN GORGONIO PASS WATER AGENCY
FOR
A CHANGE IN POINT OF DELIVERY OF A PORTION OF
SAN GORGONIO PASS WATER AGENCY'S
STATE WATER PROJECT TABLE A WATER

SWPAO #16030

THIS AGREEMENT is made this 21st day of March, 2019, under the provisions of the California Water Resources Development Bond Act, and other applicable laws of the State of California, among the Department of Water Resources of the State of California (DWR), San Bernardino Valley Municipal Water District (SBVMWD), and San Gorgonio Pass Water Agency (SGPWA). DWR, SBVMWD and SGPWA may be referred to individually by name, as "Party" or collectively as "Parties."

RECITALS

- A. DWR and SBVMWD have entered into a water supply contract, dated December 30, 1960, and subsequently amended, providing that DWR shall supply certain quantities of water to SBVMWD, providing that SBVMWD shall make certain payments to DWR, and setting forth the terms and conditions of such water deliveries and payments, hereinafter "SBVMWD's Water Supply Contract."
- B. DWR and SGPWA have entered into a water supply contract, dated November 16, 1962, and subsequently amended, providing that DWR shall supply certain quantities of water to SGPWA, providing that SGPWA shall make certain payments to DWR, and setting forth the terms and conditions of such water deliveries and payment, hereinafter "SGPWA's Water Supply Contract."
- C. Yucaipa Valley Water District (YVWD) serves customers located in both SBVMWD's and SGPWA's service areas. However, YVWD's only physical connection to the SWP system is located at SBVMWD's turnout at 3A of the California Aqueduct's East Branch Extension (Reach EBX-3A) from which SWP water is conveyed to YVWD's service area. Therefore, a change in point of delivery agreement is necessary for YVWD to receive SGPWA's SWP water for use in the SGPWA portion of YVWD's service area. SGPWA has estimated that up to 2,400 acre-feet per year of its SWP Table A water will be delivered and used by YVWD in SGPWA's service area.
- D. SGPWA requests DWR's approval for a change in point of delivery of up to 2,400 acre-feet annually of SGPWA's approved SWP Table A water to SBVMWD's turnout at Reach EBX-3A for use in the SGPWA portion of YVWD's service area.
- E. In compliance with the California Environmental Quality Act (CEQA), SGPWA, as lead agency, has determined that the change in point of delivery is categorically exempt from the requirements under CEQA Guidelines Section 15301 (exemption for the operation of existing facilities) and has filed a Notice of Exemption (NOE) with the State Clearinghouse (SCH) on January 4, 2017 (SCH # 2017018021). DWR, as the responsible agency, will file a NOE upon execution of this Agreement.

AGREEMENT

DWR approves a change in point of delivery of up to 2,400 acre-feet annually of SGPWA's approved SWP Table A water to SBVMWD's turnout at Reach EBX-3A of the California Aqueduct during the term of the Agreement, subject to the following terms and conditions:

TERM

This Agreement shall be effective upon execution by all Parties, and shall terminate on December 31, 2035, or upon final payment to DWR of all costs attributable to this Agreement, whichever occurs later. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until December 31, 2039, or until any claim or litigation concerning this Agreement asserted to DWR, SBVMWD, or SGPWA as of December 31, 2039 is finally resolved, whichever occurs later. Extending the obligations in this paragraph of this Agreement beyond the termination dates in the long term SWP water supply contracts between DWR and SBVMWD and between DWR and SGPWA, and the use of the December 31, 2039 date in this Agreement, are not intended to have any legal effect on the termination dates of those or any other long term SWP water supply contracts.

UNIQUENESS OF AGREEMENT

 DWR's approval under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.

USE OF CALIFORNIA AQUEDUCT CAPACITY

3. Delivery of a portion of SGPWA's SWP Table A water to SBVMWD's turnout located on the California Aqueduct under this Agreement shall be in accordance with a schedule that has been reviewed and approved by DWR under applicable provisions of SGPWA's Water Supply Contract. Article 12(f) of SGPWA's Water Supply Contract shall govern the priority for delivery of such water.

APPROVALS

4. The delivery of water under this Agreement shall be contingent upon, and subject to, any necessary approvals and shall be governed by the terms and conditions of such approvals and any other applicable legal requirements. SGPWA and SBVMWD shall be responsible for complying with all applicable laws and legal requirements and for securing any required consent, approvals, permits, or orders. SGPWA and SBVMWD shall furnish to DWR copies of all approvals and agreements required for the delivery of water under this Agreement.

DELIVERY OF SGPWA'S TABLE A WATER

5. Under Article 15(a) of SGPWA's Water Supply Contract, DWR hereby consents to the delivery of a portion of SGPWA's SWP Table A water through SBVMWD's turnout under the terms and conditions of this Agreement and finds that such delivery will not materially impair SGPWA's capacity to make payments to DWR.

PRIOR WATER DELIVERIES

6. From 2005-2017, SBVMWD's SWP supplies were delivered to YVWD at Reach EBX-3A. However, a portion of that water was used in SGPWA's service area. SBVMWD and SGPWA internally coordinated the billing and tracking of the amount of water delivered to SGPWA's service area. However, DWR's water files did not reflect the correct amount of SWP water received by SBVMWD and SGPWA. In order to correctly reflect the activities between the two agencies in these years, DWR will reclassify water deliveries made to SBVMWD and SGPWA as shown in Attachment A.

SGPWA'S WATER DELIVERY TO SBVMWD'S TURNOUT

- 7. DWR will deliver up to 2,400 acre-feet annually of SGPWA's SWP Table A water to SBVMWD's turnout at Reach EBX-3A of the California Aqueduct.
- 8. The delivery of a portion of SGPWA's SWP Table A water under this Agreement shall be in accordance with a schedule approved by DWR. DWR's approval is dependent upon the times and amounts of the delivery and the overall delivery capability of the SWP. DWR shall not be obligated to deliver the water at times when such delivery would adversely impact SWP operations or facilities, or other SWP contractors.
- 9. The sum of deliveries scheduled under this Agreement, plus scheduled SGPWA SWP deliveries, plus deliveries to SGPWA under any other agreements, shall not exceed the quantities on which the proportionate Use-of-Facilities factors are based under SGPWA's Water Supply Contract, unless DWR determines that the deliveries will not adversely impact SWP operations or facilities, or other SWP contractors' Table A deliveries.

SOURCE OF WATER

10. SGPWA attests that the delivery of a portion of SGPWA's SWP Table A water to SBVMWD's turnout under this Agreement does not constitute a sale of its Table A water. Rather, SGPWA's SWP Table A water is delivered to SBVMWD's turnout on behalf of YVWD's customers that are within SGPWA's service area.

WATER DELIVERY SCHEDULES

- All water delivery schedules and revisions under this Agreement shall be in accordance with Article 12 of SBVMWD's and SGPWA's respective Water Supply Contract.
- 12. SGPWA, in coordination with SBVMWD, shall submit monthly water delivery schedules for approval to the State Water Project Analysis Office (SWPAO), Water Deliveries Section, indicating timing and point of delivery requested under this Agreement with reference to SWPAO #16030. Delivery schedules shall be sent by electronic mail to SWPDeliveries@water.ca.gov or by FAX to (916) 653-9628, Attention: Chief, Water Deliveries Section.
- 13. SGPWA, in coordination with SBVMWD, shall submit weekly schedules for the delivery of water under this Agreement to the Southern Field Division, Water Operations Section, indicating timing and point of delivery requested with reference to SWPAO #16030. Schedules shall be sent by electronic mail to SFDwaterschedule@water.ca.gov or by FAX to (661) 294-3651, Attention: Chief, Water Operations Section.
- 14. All weekly water schedules described above shall be submitted by 10:00 a.m. Wednesday, for the following week, Monday through Sunday, to the Southern Field Division's Water Operations Section.
- 15. Weekly water schedules shall also be concurrently sent by electronic mail or faxed to the State Water Project Operations Control Office:
 - a. Water Management Branch

Water deliv sched@water.ca.gov

FAX to (916) 574-2785

Attention: Chief, Water Management Branch

b. Power Management and Optimization Branch

POCOptimization@water.ca.gov

FAX to (916) 574-2785

Attention: Chief, Power Management and Optimization Branch

c. Pre-Scheduling Section

Presched@water.ca.gov

FAX to (916) 574-2782

Attention: Chief, Pre-Scheduling Section

WATER DELIVERY RECORDS

16. DWR will maintain monthly records accounting for the delivery of water under this Agreement. SGPWA shall certify to SWPAO the quantity of water delivered to SBVMWD's turnout under this Agreement, by the 30th day after the delivery, with reference to SWPAO #16030.

CHARGES

- 17. SGPWA shall pay to DWR the charges associated with the delivery of water under this Agreement from the Delta to Reach EBX-3A. SGPWA shall pay to DWR the Variable Operation, Maintenance, Power, and Replacement Component of the Transportation Charge and the Off-Aqueduct Power Facilities cost for each acrefoot of water delivered from the Delta to the Reach EBX-3A. Charges shall be determined for the month the water is delivered.
- 18. In addition to the charges identified above, SGPWA agrees to pay to DWR any additional identified demonstrable increase in costs that would otherwise be borne by DWR or by the SWP contractors not signatory to this Agreement as a result of DWR providing service under this Agreement.
- Payment terms under this Agreement shall be in accordance with SGPWA's Water Supply Contract.

NO IMPACT

20. This Agreement shall not be administered or interpreted in any way that would cause adverse impacts to SWP approved Table A water or to any other SWP approved water allocations, water deliveries, or SWP operations or facilities. SGPWA and SBVMWD shall be responsible, jointly and severally, as determined by DWR, for any adverse impacts that may result from water deliveries under this Agreement.

LIABILITY

21. DWR is not responsible for the use, effects or disposal of water under this Agreement once the water is delivered to the designated turnout(s). Responsibility shall be governed by Article 13 of SBVMWD's and/or SGPWA's respective Water Supply Contract, as applicable, with responsibilities under the terms of that article shifting from DWR to SGPWA and/or SBVMWD when the water is delivered to the designated turnout(s).

- 22. SGPWA and SBVMWD agree to defend and hold DWR, its officers, employees and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR providing services under this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees and agents.
- 23. If uncontrollable forces preclude DWR from delivery of water under this Agreement, either partially or completely, then DWR is relieved from the obligation to deliver the water to the extent that DWR is reasonably unable to complete the obligation due to the uncontrollable forces. Uncontrollable forces shall include, but are not limited to, earthquakes, fires, tornadoes, floods, and other natural or human caused disasters. SGPWA and SBVMWD shall not be entitled to recover any administrative costs or other costs associated with delivery of water under this Agreement if uncontrollable forces preclude DWR from delivering the water.

DISPUTE RESOLUTION

24. In the event of a dispute regarding interpretation or implementation of this Agreement, the Director of DWR and authorized representatives of SGPWA and SBVMWD shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties shall use the service of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter may be resolved by litigation and any Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

NO ASSIGNMENT OF AGREEMENT

25. Without the prior written consent of DWR, SGPWA and SBVMWD, this Agreement is not assignable by SGPWA and SBVMWD in whole or in part.

PARAGRAPH HEADINGS

26. The paragraph headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

OPINIONS AND DETERMINATION

27. Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

NO MODIFICATION OF AGREEMENT

28. No modification of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties to this Agreement.

NO MODIFICATION OF WATER SUPPLY CONTRACT

29. This Agreement shall not be interpreted to modify the terms or conditions of SGPWA's and SBVMWD's respective Water Supply Contract. Unless expressly provided herein, the terms and conditions of SGPWA's and SBVMWD's respective Water Supply Contract and any future amendments apply to this Agreement.

SIGNATURE CLAUSE

b.

30. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing SGPWA and SBVMWD to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

EXECUTION IN COUNTERPART

- 31. This Agreement may be executed in counterpart. The Parties agree to accept facsimile or electronically scanned signatures as original signatures. This Agreement shall take effect as soon as all Parties have signed. Immediately after execution, SGPWA and SBVMWD shall transmit a copy of the executed Agreement by facsimile or electronic file to Pedro Villalobos, SWPAO Chief, at (916) 653-9628 or swpao-chief@water.ca.gov and to each other at:
 - San Gorgonio Pass Water Agency
 Mr. Jeff Davis, General Manager
 Fax: (951) 845-0281

Email: jdavis@sgpwa.com

San Bernardino Valley Municipal Water District

Mr. Douglas Headrick, General Manager

Fax: (909) 387-9247

Email: dough@sbvmwd.com

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IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement. State of California Approved as to Legal Form Department of Water Resources and Sufficiency Pedro Villalobos, Chief Chief Counsel Department of Water Resources State Water Project Analysis Office Date Date San Bernardino Valley Municipal Water District San Gorgonio Pass Water Agency Name Title Title General Manager Date Date

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form and Sufficiency	State of California Department of Water Resources
Chief Counsel Department of Water Resources	Pedro Villalobos, Chief State Water Project Analysis Office
Date	Date
San Gorgonio Pass Water Agency	San Bernardino Valley Municipal Water District
Delhoy W Daws	Name
General Manager Title	Title
3-8-19 Date	- Date

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form and Sufficiency	State of California Department of Water Resources
Chief Counsel Department of Water Resources	Pedro Villalobos, Chief State Water Project Analysis Office
3/21/19 Date	March 21, 2019 Date
San Gorgonio Pass Water Agency	San Bernardino Valley Municipal Water Distric
Name	Name
Title	Title
Date	Date

Change in Point of Delivery Agreement DWR, SBVMWD, & SGPWA SWPAO #16030

Attachment A

YEAR	Amount to Reclassify (AF)
2005	57
2006	159
2007	119
2008	287
2009	274
2010	123
2011	109
2012	164
2013	180
2014	102
2015	454
2016	647
2017	898

The above table shows the amount of water to be reclassified. SGPWA's and SBVMWD's deliveries for these years will be modified by increasing and decreasing amounts respectively. The charges will be adjusted accordingly. SGPWA will be billed and SBVMWD will be credited by an equal amount.

EXHIBIT "B"

SUPPLEMENTAL WATER CALCULATIONS FOR SBVMWD AND SGPWA

Supplemental Water Calculations for SBVMWD & SGPWA

Tuesday, September 17, 2019 \$399.00 Effective 5/1/19

Potable Water Calculation:	Calculations
Quantity of Imported Water Delivered to YVWD (AF)	[A]
Quantity of Filtered Water Delivered to Customers (AF)	[B]
Potable Water Consumption By County (kgal)	[C]
Percentage of Domestic Use per County	[D] = % of [C]
Preliminary Allocation of Filtered Water (AF)	[E]=[B]*[D]
Well No. 35 Production (AF)	[F]
Well No. 40 Production (AF)	[G]
Well No. 48 Production (AF)	[H]
Well No. 61 Production (AF)	[1]
Calculation of Filtered Water Use in Riv. Co. (AF)	[J]=[E]-[F]-[G]-[H]-[I]
Revised Allocation of Filtered Water (AF)	[K]
Imported Water Allocated to YVWD (AF)	[L]
Imported Water Allocated to WHMWC (AF)	[M]

	August 201	9
SBVMWD	SGPWA	Total
		898.10
		628.92
346,490	38,847	385,337
89.9%	10.1%	100.0%
565.52	63.40	628.92
	0.00	
	0.00	
	148.01	
	8.23	
	(92.84)	
628.92	0.00	628.92
601.12		601.12
27.80		27.80

Recycled Water Calculation:

Quantity of Recycled Water from Direct Imports (AF)	[N]=[A]-[B]
Amount of Recycled Water from B-8 at Wochholz RWRF (AF)	[O]
Actual Recycled Use in Riv. Co. (AF)	[P]
Revised Allocation of Recycled Water Use from YVRWFF (AF)	[Q]

	August 2019)
SBVMWD	SGPWA	Total
		269.18
		124.63
	18.81	
0.00	0.00	0.00

Summary of Monthly Water Purchase from SGPWA

Checks paid to SGPWA	Potable Check Number Check Date
_	Check Amount

Checks paid to SGPWA	Recycled Check Number
	Check Date
	Check Amount

August 2019		
SBVMWD	SGPWA	Total
628.92	0.00	628.92
	0.00	AF
\$309 AF	\$0.	.00
		/A
\$309 AF	\$0.	/A .00

08/31/2019 CHECK REQUEST 02-5-01-51316 Potable (0 AF)

02-5-01-51316	Potable (0 AF)	\$0.00
02-5-01-51316	Recycled (0.00 AF)	\$0.00
	SGPWA CHECK TOTAL	\$0.00

July 2011 Forward charge all SGPWA water to GL #02-01-51316 per discussion between JZ and VE



Yucaipa Valley Water District Workshop Memorandum 19-228

Date: October 29, 2019

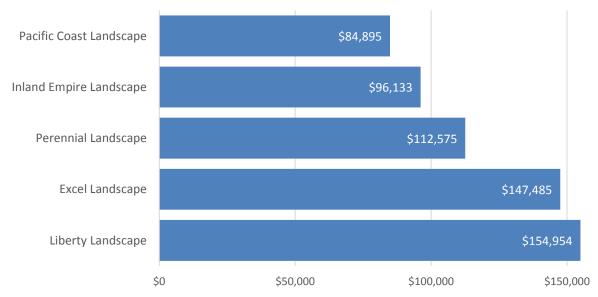
From: Kathryn Hallberg, Implementation Manager

Subject: Consideration of a One Year Extension for Annual Landscape Services with

Pacific Coast Landscape for 2020

On December 21, 2017, District staff held a bid opening for Landscape Services. The bid results are provided below. On January 16, 2018, the Board of Directors reviewed proposals from landscape contractors and awarded the 2018 landscape contract to Pacific Coast Landscape [Director Memorandum No. 18-008]. Pacific Coast Landscaping was awarded the bid and has performed the services since that time.

2018 Bid Results



Over the past year and a half, the services provided by Pacific Coast Landscape have been timely and professional. District staff is pleased with the overall service provided by this contractor.

Prior to issuing a Request for Proposals for 2020, the District staff asked Pacific Coast Landscape if they would be interested in retaining their 2018 prices for an extended contract in 2020. While District staff has not received verification in writing, the Board of Directors may have an opinion on the option to extend this contract at the prior year pricing.

Financial Consideration

Funding for this contract will be allocated amongst the Water, Sewer and Recycled Divisions (based on location), Contractual Services [G/L Account #506-54104] and YVRWFF [G/L Account #02-5-01-57040]. This expense is included in the 2019-20 adopted budget.



Yucaipa Valley Water District Workshop Memorandum 19-229

Date: October 29, 2019

From: Joseph Zoba, General Manager

Subject: Overview of the Draft Memorandum of Agreement for the San Timoteo

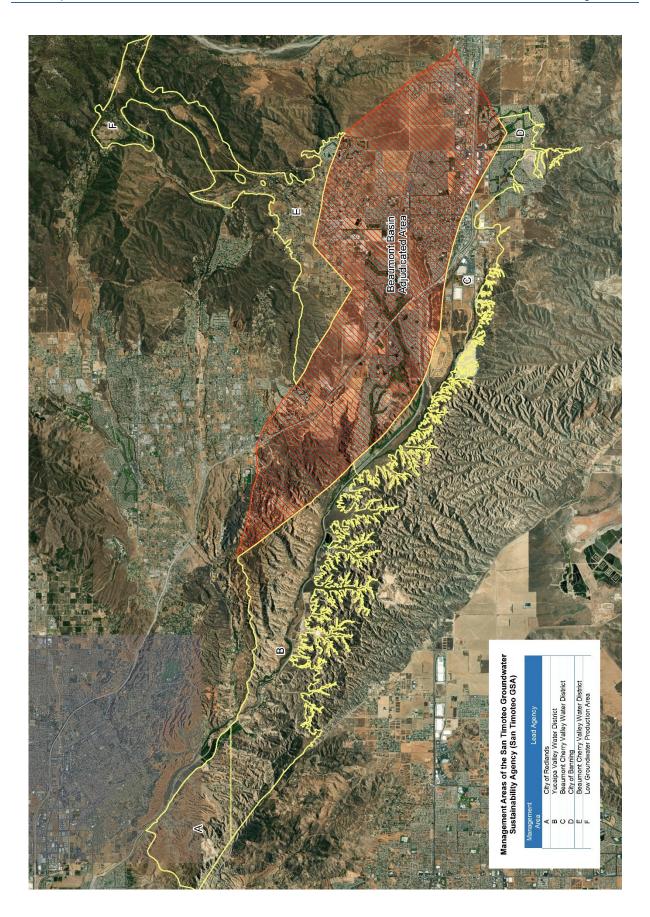
Groundwater Sustainability Agency

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.

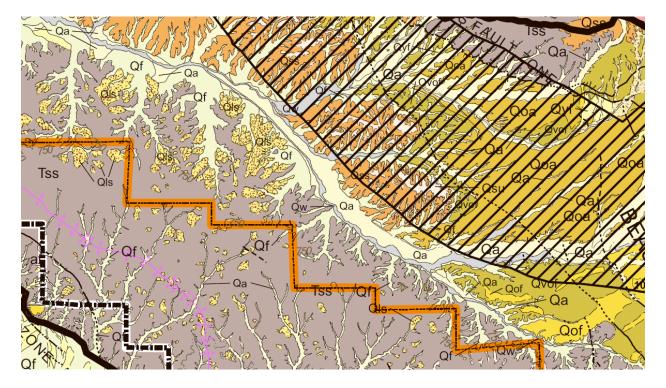
The illustration below shows how the proposed Groundwater Sustainability Agency will utilize management areas to achieve compliance with the Sustainable Groundwater Management Act.



The Parties to the proposed San Timoteo GSA also discussed minor changes to the management zones to make sure the proposed boundaries coincide with the service area and logical water resource management plans in the region. The illustration below shows the boundary delineation between Management Area B (YVWD) and Management Area C (BCVWD).



The Parties to the proposed San Timoteo GSA also reviewed geological information to make sure the boundaries correlated to the subsurface structures in the area.



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

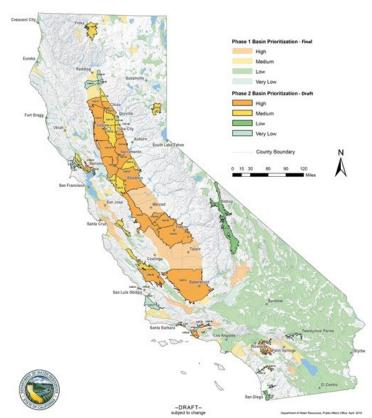
WHEREAS, on June 20, 2017. the original parties to the San Timoteo GSA adopted a Memorandum of Agreement pursuant to the requirements of SGMA. The original parties consisted of Beaumont Cherry Valley Water District (BCVWD), Yucaipa Valley Water District (YVWD), City of Redlands (Redlands), and San Gorgonio 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, Groundwater Sustainability Plan (GSP) is encouraged authorized, but not required by SGMA (Water Code § 10720.7); and

WHEREAS, on June 6, 2019, the General Manager of the San Gorgonio Pass Water Agency indicated by email message that the San Gorgonio 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 Gorgonio 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
Α	City of Redlands
В	Yucaipa Valley Water District
С	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;

- 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. <u>Determination to Prepare a GSP</u>. 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. <u>Continued Cooperation</u>. 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. <u>Points of Contact</u>. 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. <u>Changes to Water Levels</u>. 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. <u>Development of a Basin-wide GSP</u>. 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. <u>Term.</u> 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. <u>Withdrawal</u>. 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 Redlands Attn: Municipal Utilities Director 35 Cajon Street Redlands, California 92373 City of Banning Attention: Public Works Director 99 E. Ramsey Street Banning, California 92220

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. <u>Amendments</u>. Amendments to this MOA require unanimous written consent of all Parties and approval by the Parties' respective governing bodies.
- B. <u>Successors and Assigns</u>. 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. <u>Waiver</u>. 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. <u>Authorized Representatives</u>. 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. <u>Exemption from CEQA</u>. 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. <u>Attorney's Fees, Costs, and Expenses</u>. 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. <u>Entire Agreement/Integration</u>. 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. <u>Execution in Counterparts</u>. 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. <u>No Third Party Beneficiaries</u>. 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. <u>Timing and Captions</u>. 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

Ву:	
	President, Board of Directors
Attest:	
Secretary, Board of Directors	
Approved as to form:	
Counsel, Beaumont Cherry Valley Water District	
counce, greathers energy valley viales planes	
Participation in the San Timoteo GSA was approved a	s Resolution No
on	
Notices for the Beaumont Cherry Valley Water District	t shall be sent as follows:
Attention: General Manager	
560 Magnolia Avenue Beaumont, California 92223	
2344on, Camonna 32223	
With copies to:	

CITY OF BANNING

By:	
•	Mayor, City Council
Attest:	
	<u></u>
Secretary, City Council	
Approved as to form:	
Counsel, City of Banning	
Participation in the San Timoteo GSA was approved as Re	esolution No
on	
Notices for the City of Banning shall be sent as follows:	
Attention: Public Works Director	
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 Re	esolution No.
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

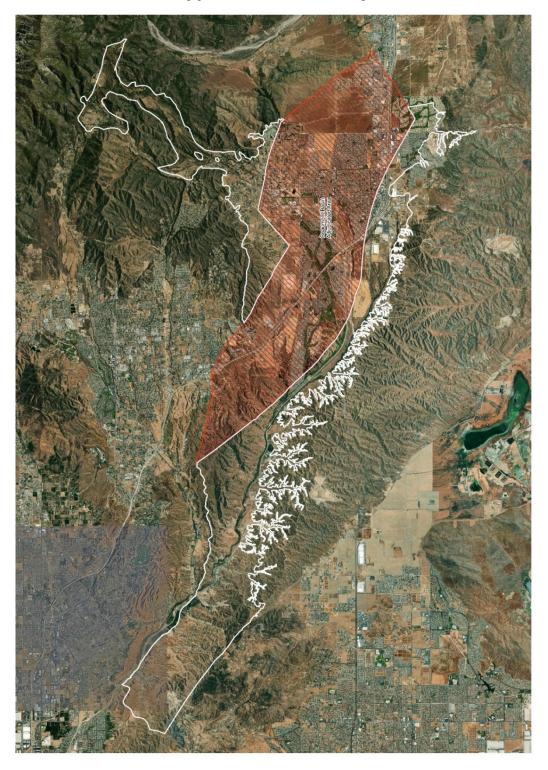
By:	
	President, Board of Directors
Attest:	
Secretary, Board of Directors	
Approved as to form:	
Counsel, Yucaipa Valley Water District	
Participation in the San Timoteo GSA was app	proved as Resolution No
on	
Notices for the Yucaipa Valley Water District s	shall be sent as follows:
Attention: General 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



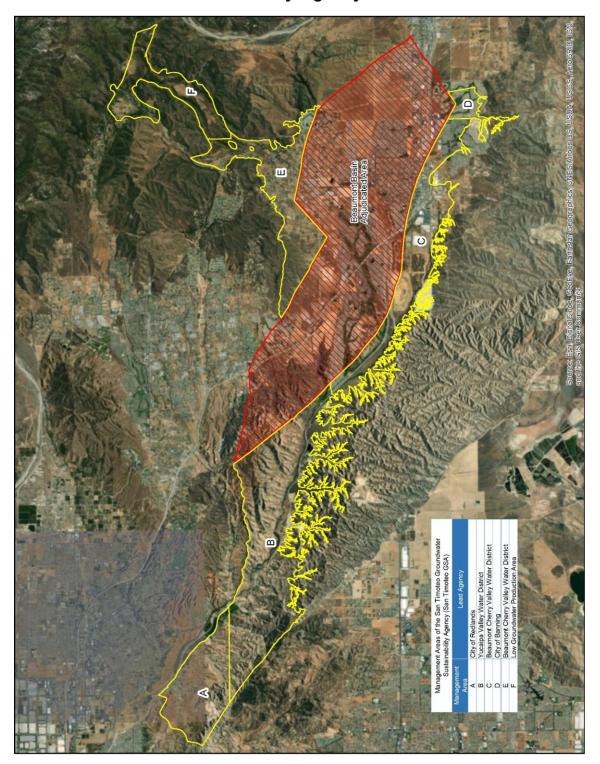
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Exhibit B - Modified San Timoteo Subbasin 8-002.08 of the Upper Santa Ana Valley - 2019



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



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Date: October 29, 2019

From: Joseph Zoba, General Manager

Subject: Overview of the Draft Financial Rate Model for the Drinking Water, Sewer, and

Recycled Water Enterprises and Rate Adjustment Resolution

The District staff created a financial rate model for the three enterprise divisions of the Yucaipa Valley Water District - drinking water, sewer, and recycled water. The financial model extends to Calendar Year 2070 to provide an opportunity to illustrate how the expiration of the existing water, sewer, and recycled water infrastructure debt can be used for the repair and replacement of existing infrastructure in the future.

The final version of the Comprehensive Drinking Water, Recycled Water, and Sewer Rate Study resulted in the proposed changes to the existing rates as provided in the attached resolution.

RESOLUTION NO. 2020-xx

RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT SETTING RATES FEES AND CHARGES FOR WATER, SEWER AND RECYCLED WATER SERVICE

WHEREAS, the Yucaipa Valley Water District (the "District") is a public agency of the State of California organized and existing pursuant to the provisions of the County Water District Law of this State (Section 30000, et seq. of the Water Code); and

WHEREAS, Section 21080(b)(8) of the Public Resources Code provides that the establishment, modification, structuring, restructuring or approval of rates, tolls, fares, or other charges by public agencies are exempt from the requirements of the California Environmental Quality Act (CEQA) provided that certain findings are made specifying the basis for the claim of exemption; and

WHEREAS, the actions taken herein are necessary for setting rates, fees, charges for the provision of water and sewer service within the boundaries of the District and are therefore exempt form the requirements of the California Environmental Quality Act as provided by Public Resources Code Section 21080(b)(8); and

WHEREAS, the amount of rates and charges hereby adopted do not exceed the reasonable anticipated costs for the corresponding services provided by the District, and therefore the fees imposed hereby do not quality as a "tax" under Article XIIIC, Section 1€, of the California Constitution or Section 50076 of the California Government Code, and the actions taken herein are exempt from the additional notice and public meeting requirements of the Brown Act pursuant to Government Code Section 54954.6(a)(1)(A) and (B); and

WHEREAS, the District has satisfied all of the substantive and procedural prerequisites of Article XIIID of the California Constitution in establishing the rates and charges set forth herein, including but not limited to, the identification of the parcels upon which the rates and charges will be imposed; the calculation of the rates and charges; the mailing of written notice to the record owners of each parcel upon which the rates and charges will be imposed describing the amount thereof, the basis upon which the rates and charges were calculated, the reason for the rates and chares, and the date, time, and location of the public hearing to be held thereon; and the conducting of a public hearing on the rates and charges not less than 45 days after main the notice during which all protests against the fee were considered. The potential reduction of fees by this Resolution in Section ___ requires no additional procedural prerequisites as no new or increased fees are being established.

WHEREAS, pursuant to the requirements of Article XIII D, Section 6 of the Califor Constitution and Section 53755 of the Government Code, on the District proving mailed notice of the proposed rate adjustments to its customers who would be affected by strates, advising them of a public hearing to be conducted by the Board of Directors, and apportunity to protest the proposed rates in writing, which notice was mailed more than 45 diprior to the public hearing; and	ded said the
WHEREAS, on, the Board of Directors conducted a public hearing on proposed rate adjustments as provide in the notice mailed to customers who would be affect	



by the rates, considered all written protests to the propose rate adjustments filed with the District prior to the conclusion of the public hearing, and has determined that the written protests filed with the District represent fewer than fifty percent (50%) of the number of parcels that would be affected by the proposed rate adjustment; and

WHEREAS, Assembly Bill 3030 went into effect as of January 1, 2009, adding Section 53756 to the Government Code. Pursuant to Government Code Section 53756, the District may adopt a schedule of fees or charges that authorizes automatic adjustments that pass through increases in wholesale charges for water or adjustments for inflation for a period not to exceed five (5) years

NOW, THEREFORE, the Board of Directors of Yucaipa Valley Water District do hereby RESOLVE, DETERMINE, AND ORDER as follows:

1. Purpose and Implementation:

- Purpose of Resolution. The fees and charges set forth herein are for the purpose of meeting all of the District's water, sewer, and recycled water operating expenses, including but not limited to: distribution system maintenance; collection system maintenance; purchase of vehicles and equipment; pump maintenance; well maintenance; groundwater management; vehicle and equipment maintenance; facility maintenance; regulatory compliance; permitting compliance; staffing; purchase of imported water; water filtration and purification; sewer treatment; brine disposal; material costs; administrative costs; long-term debt repayment; and reserve fund needs.
- 1.2 Implementation of Rates, Fees and Charge. It is hereby determined that the proposed rates, fees and charges included herein are within the purposes set forth in Section 21080(b) of the Public Resources Code including but not by way of limitation, the purposes of: (A) meeting operating expenses; (B) purchasing or leasing supplies, equipment or materials; (C) meeting financial reserve needs and requirements; and (D) obtaining funds for capital projects necessary to maintain service within existing areas, and therefore, that such changes are exempt from CEQA.

The water, sewer and recycled water related rates, fees and charges shall be effective based on the specific date(s) provided herein. Implementation of all rate changes will occur on the effective date regardless of the service period.

- 1.3 Repeal and Rescind. Upon adoption of this Resolution, Yucaipa Valley Water District Resolution Nos. _____, Yucaipa Valley Water District Resolution No. _____, and Yucaipa Valley Water District Resolution No. _____ shall be repealed and rescinded, effective September xx, 2019.
- 1.4 <u>Validity</u>. If any section, subsection, clause, phrase, or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution.



2. Construction Related Fees, Charges and Deposits

- Sub-Regional / Project Specific Master Plan. The District shall collect a deposit for the purpose of conducting a sub-regional or project specific master plan to evaluate water, sewer and recycled water service requirements. This service shall be required of projects in areas with insufficient service capacity or within areas where water, sewer or recycled water services do not currently exist. If the actual cost of this service is greater than the deposit provided, then an additional deposit shall be required prior to completing the written evaluation. At the conclusion of the evaluation, the District will provide a refund equal to the amount of deposited funds which were not utilized by the District or apply the difference to plan check services. If at the conclusion of the evaluation, the District has exhausted all deposited funds and a balance due remains, then the property owner or developer shall remit that balance due immediately upon receipt of an invoice from the District.
- 2.2 Plan Check Services. The District shall collect a plan check deposit for the purpose of plan checking services by the District staff or a representative authorized by the District. If the actual cost of plan check services is greater than the deposit applied, the District will require an additional deposit be made prior to continuing plan checking services. At the conclusion of the plan check review process, the District will provide a refund equal to the amount of deposited funds which were not utilized by the District for plan checking services or apply the difference to future inspection services. If at the conclusion of the evaluation, the District has exhausted all deposited funds and a balance due remains, then the property owner or developer shall remit that balance due immediately upon receipt of an invoice from the District.
 - 2.2.1 Residential, commercial, institutional, and industrial developments. For development related projects, the plan check deposit shall be 3% of the estimated water and sewer construction value. The estimated construction value shall be reviewed and approved by the District prior to recordation.
 - 2.2.2 <u>Storage Reservoirs</u>. For water storage reservoirs, the plan check deposit shall be 2% of the estimated construction cost or \$10,000.00 whichever is greater.
 - 2.2.3 <u>Wells, Pump Equipment and/or Boosters</u>. For water and sewer related pumping equipment the plan check deposit shall be 2% of the estimated construction cost or \$10,000.00 whichever is greater.
 - 2.2.4 Plan Rechecking. The District requires a resubmittal of all construction plans every year after being initially approved. Rechecking of plans after plans have been approved by the District shall be performed on a cost basis with a deposit paid prior to initiating this service. The District will not approve the plans until all unpaid plan checking service charges have been paid.
- 2.3 <u>Inspection Services</u>. The District requires an inspection deposit for the purpose of conducting inspection services by the District staff or a representative authorized by the District. If the actual cost of the inspection services provided by the District is greater than the deposit applied, the District will require an additional deposit be made prior to continuing inspection services. At the conclusion of the project, the District will provide a refund equal to the amount of deposited funds which were not utilized by the District for inspection services. If at the conclusion of the evaluation, the District has exhausted all



deposited funds and a balance due remains, then the property owner or developer shall remit that balance due immediately upon receipt of an invoice from the District.

- 2.3.1 Residential, Commercial, Institutional and Industrial Water & Sewer Facilities. For installation of residential, commercial, institutional, and industrial water and sewer facilities, a deposit in the amount equal to seven percent (7.0%) of the estimated construction cost shall be provided to the District prior to recordation.
- 2.3.2 New Water Service Lines and Sewer Laterals. For water service lines and sewer laterals constructed by contractors between the public water/sewer mainline and the property line, the owner shall provide a \$500.00 deposit and be responsible for the actual cost of inspection services.
- 2.3.3 <u>Connecting to an Existing Sewer Lateral</u>. For verifying a proper sewer lateral connection to an existing sewer lateral, the owner shall provide a \$180.00 flat fee for the cost of inspection services.
- 2.3.4 <u>Water and Sewer Pump Stations</u>. A deposit for the inspection of water and sewer pump stations shall be 7.0% of the estimated construction cost.
- 2.3.5 <u>Reinspection</u>. Where reinspection is required due to test failures, damage, litigation or other causes beyond normal construction, the cost of reinspection will be paid by owner at the actual cost incurred.
- 2.3.6 Overtime Inspection Services. Any overtime inspection provided, including Saturday, holiday, evening, and night will be provided if inspectors are available and 72 hour advance notification is given to the District. All costs for overtime inspection shall be paid by owner.
- 2.4 Water and Sewer Mainline Extension Charges. When a water or sewer mainline is extended past or to properties not contributing toward the cost of the mainline, and those properties have not paid a direct assessment or its equivalent, the property owner or developer who paid for the mainline extension shall be reimbursed, pursuant to the active reimbursement agreement for a portion of the cost of such extension. The amount of reimbursement shall not exceed the cost of an equal length and depth of 8-inch diameter mainline, as determined by the General Manager, or designee. In the event an active reimbursement agreement does not exist, the District shall be paid the mainline extension charges.
- 2.5 Water Service Line and Sewer Lateral Installation Charges. The cost associated with the installation of a water service line (potable and recycled), fire service line, and/or a sewer lateral shall be the actual cost of all labor, material, and equipment charges, plus employee benefits, overhead and administrative surcharges per District Resolution. A deposit shall be made with the District equal to the estimated cost of installation, as determined by the District, prior to initiating installation. Final job costs will be determined and the customer will be billed or refunded the difference in cost.
- 2.6 <u>Fire Hydrant and Fire Service Installation Charge</u>. The cost associated with the installation of a fire hydrant and/or fire service shall be the actual cost of all labor, material, and equipment charges, plus employee benefits, overhead and administrative surcharges per District Resolution. A deposit shall be made with the District equal to the estimated cost



- of installation, as determined by the District, prior to initiating installation. Final job costs will be determined and the customer will be billed or refunded the difference in cost.
- 2.7 <u>Drinking Water & Recycled Water Meter Installation Charge</u>. The cost associated with the installation of drinking water or recycled water meters shall be reviewed and updated on a regular basis to reflect the current cost of service.
- 2.8 Construction Meter Deposit, Demand Charge and Consumption Charge. The District's construction, agriculture, and residential hydrant meters will be required to record water consumption for all water provided by the District. Construction and agriculture meters will be used for the sole purpose of construction and agriculture. The residential hydrant meter will be used for human activities and will be required to use potable water only. Customers will be required to fill out a Fire Hydrant Use Application for Construction, Agriculture, and/or Residential Water Consumption form describing their water uses and requirements in regards to hauling potable and recycled water. Any customer wanting to use potable water instead of recycled for construction and/or agriculture purposes must have prior approval from District staff. All other typical and fixed meter charges shall apply as set forth by the Board of Directors.
 - 2.8.1 <u>Construction Meter Installation Charge, Daily Demand Charge and Recycled Water</u>
 Consumption Charge.
 - a. <u>Construction Meter Installation Location</u>. The Yucaipa Valley Water District reserves the right to locate a construction meter to use recycled water instead of a drinking water. All applicable recycled water rules and regulations shall apply if recycled water is the source of construction water.
 - b. <u>Construction Meter Installation/Removal Charge</u>. A construction meter installation charge shall be paid prior to the District installing the construction meter. The installation charge will be \$72.72 and will be collected for the installation and removal of the construction meter when the service is started.

Current	Effective	Effective	Effective	Effective	Effective
Charge	2/1/2022	7/1/2024	7/1/2026	7/1/2028	7/1/2030
\$72.72	\$74.90	\$77.15	\$79.46	\$81.85	

c. <u>Daily Demand Charge</u>. A service charge of \$0.607 shall be charged per calendar day. This charge includes \$0.475 for depreciation cost of the residential hydrant meter and meter locks, plus a daily fee of \$0.132 for meter reading and utility services.

Current	Effective	Effective	Effective	Effective	Effective
Charge	1/1/2022	7/1/2024	7/1/2026	7/1/2028	7/1/2030
\$0.607	\$0.625	\$0.644	\$0.683	\$0.704	



d. <u>Construction Water Commodity Charge</u>. Recycled water used for construction purposes is considered to be a reliable source of water and less subject to interruptions. Recycled This water shall be charged as provided below and include a facility capacity charge of \$1.055 per kgal.

$$\begin{array}{c} \textit{Recycled} \\ \textit{Water} \\ \textit{Commodity} \\ \textit{Charge} \end{array} = \begin{pmatrix} \textit{Recycled} \\ \textit{Water} \\ \textit{Consumption} \\ \textit{(kgal)} \end{pmatrix} x \begin{bmatrix} \textit{Recycled} \\ \textit{Water} \\ \textit{Commodity} \\ \textit{Charge} \\ \end{pmatrix} + \begin{pmatrix} \$1.055 \\ \textit{kgal} \\ \end{pmatrix}$$

$$\begin{array}{c} Drinking \\ Water \\ Commodity \\ Charge \end{array} = \begin{pmatrix} Drinking \\ Water \\ Consumption \\ (kgal) \end{pmatrix} x \begin{bmatrix} Drinking \\ Water \\ Commodity \\ Charge \\ Highest \\ Tier \end{bmatrix} + \begin{pmatrix} \underbrace{\$1.055}_{kgal} \\ + \begin{pmatrix} \underbrace{\$1.055}_{Commodity} \\ - \underbrace{\$1.055}_{Commodi$$

e. <u>Water Hauler's License</u>. The State of California requires a Water Hauler's License to haul drinking water in bulk (250 gallons capacity or greater). This license is needed anytime water is transported for drinking, culinary or other purposes involving a likelihood of water being ingested by humans.

3. Administrative Charges

- 3.1 <u>Credit Card Payment Surcharge</u>. A credit card payment surcharge will not be applied to utility bill payments for existing customer accounts. A credit card payment surcharge of __% will apply to non-utility bill related charges in excess of \$200 for transactions completed by credit card or check card.
- 3.2 <u>Delinquent Payment Charge</u>. The District shall charge a basic penalty of ten percent (10%) of the amount of each service billing not paid on time, plus an additional penalty of one-half of one percent (0.5%) per month on each late billing and its associated basic penalty.
- 3.3 Returned Check Charge. The charge for a returned check shall be \$35.00 per item.
- 3.4 <u>Disconnection and Reconnection Charge</u>. For potable water and recycled water service, the disconnection charge is hereby established at a rate of \$35.00 per occurrence.

A water reconnection charge of \$40.00 will be charged per occurrence with the payment of all delinquent fees and charges if received by 3:00 p.m. on a regular business day. A reconnection charge of \$50.00 will be charged per occurrence when the payment of all delinquent fees and charges is made after 3:00 p.m. on a regular business day and the customer requests reconnection of water service between the hours of 4:00 p.m. and 8:00 a.m. or on weekends/holidays.

The disconnection and reconnection charge associated with sewer service is established at cost plus 15%.



- 3.5 <u>Unauthorized Use of Water & Sewer Services</u>. The unauthorized use of water and/or sewer service shall be charged to any person, organization, corporation, or agency for each unauthorized use of District water or sewer infrastructure which includes tampering in any manner with any meter belonging to the District. The unauthorized use of water or sewer charge is hereby established at a rate of \$750.00, or \$65 per day, whichever is greater. Any repeated offense within twenty-four months by the same person or entity shall include an additional \$250 charge for each subsequent infraction.
- 3.6 <u>Property Liens</u>. A delinquent utility account that results in a property tax lien shall be charged \$100 per lien per property for administrative and processing costs.
- 3.7 <u>Security Deposit</u>. A security deposit charge of \$60.00 will be assessed on all accounts that have either of the following: (1) water service disconnected for non-payment; (2) a property lien for delinquent collections; or (3) a returned check for insufficient funds. The security deposit charge will be credited to the account after eighteen (18) months with no late charges or upon closing the account.
- 3.8 <u>Employee Benefit, Administrative Overhead, and Surcharge Factors.</u> The Yucaipa Valley Water District will routinely review and update the benefit, overhead, and surcharge factors for charging non-utility related expenses.
- 3.9 <u>Delinquent Accounts and Collections</u>. Delinquent accounts are hereafter identified as any account that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business 21 calendar days after issuance of a utility bill. The following rules apply to the collection of delinquent accounts:
 - 3.9.1 Small Balance Accounts. Any balance on a utility account of \$20 of less may be carried over, and added to, the next billing period without being assessed a late fee or incurring further collection action.
 - 3.9.2 Late Fee. If payment for a utility bill is not received by close of business on the 21st calendar day after the bill is issued, a late fee will be assessed pursuant to Section 3.2. The due date and late fee will be displayed prominently on the bill. The District will make a reasonable, good faith effort to notify the customer by phone of an impending late fee two (2) days before the due date identified on the bill. The District assumes no responsibility for contact information that has not been kept up-to-date by the customer
 - 3.9.3 Waiver of Late Fee. At the request of the customer, the District will waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding six (6) months.
 - 3.9.4 Alternative Payment Arrangements. Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted.

Certification by Primary Care Provider Certification by a Primary Care Provider (General Practitioner, Obstetrician / Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic)



who certifies that the termination of service will be life-threatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided will obligate the District to enter an amortized repayment plan.

Payment arrangements that extend into the next billing period are considered an amortization plan, which must be in writing and signed by the customer. An amortization plan will amortize the unpaid balance over a period defined by the customer, not to exceed 12 months from the original date of the bill. The amortized payments will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the premises no less than 5 business days in advance of discontinuance of service.

- 3.9.5 Additional Notifications. As a courtesy, the District will make a reasonable, good faith effort to notify the customer that the account remains past due and further collection action will be forthcoming approximately 60 days after bill issuance. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. The District assumes no responsibility for contact information that has not been kept up-to-date by the customer.
- 3.9.6 Written Disconnection Notice. The District shall not discontinue water service for non-payment until payment by the customer has been delinquent for at least 60 days. The District will make a reasonable, good faith effort to contact the customer in writing at least 7 business days before discontinuation of water service for non-payment. The written disconnection notice will be mailed to the mailing address designated on the utility account. If the mailing address and the address of the property to which service is provided are different, a second notice will be mailed to the service address and addressed to "Occupant". The written disconnection notice will include:
 - Customer's name and address;
 - Amount that is past due;
 - Date by which payment or payment arrangements are required to avoid discontinuation of service;
 - Description of the process to apply for an amortization plan;
 - Description of the process to dispute or appeal a bill; and
 - District phone number and a web link to the District's written collection policy.
 - a. Notice to Residential Tenants/Occupants in an Individually Metered Residence. The District will make a reasonable, good faith effort to inform the occupants, by means of written notice, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial



responsibility for subsequent charges for water service at that address. In order for the amount due on the delinquent account to be waived, the tenant/occupant must provide verification of tenancy in the form of a rental agreement or proof of rent payments.

b. Notice to Tenants/Occupants in a Multi-Unit Complex Served through a Master Meter. The District will make a reasonable, good faith effort to inform the occupants, by means of written notice hung on the door of each residence, when the water service account is in arrears and subject to disconnection at least 10 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at the address(es) served by the master meter. If one or more of the occupants are willing and able to assume responsibility for the subsequent charges for water service to the satisfaction of the District, or if there is a physical means, legally available to the District, of selectively terminating service to those occupants who have not met the requirements for service, the District will make service available to the occupants who have met those requirements.

If the written disconnection notice is returned through the mail as undeliverable, the District will make a reasonable, good faith effort to visit the residence and leave a notice of discontinuance for non-payment.

- 3.9.7 Forty-eight (48) Hour Notice of Termination. The District will make a reasonable, good faith effort to notify the customer 48 hours in advance of disconnection of water service for non-payment. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by phone a good faith effort will be made to visit the residence and leave a notice of termination of service.
- 3.9.8 Disconnection Deadline. All delinquent water service charges and associated fees must be received by the District by 5:00 p.m. on the day specified in the written disconnection notice.
- 3.9.9 Disconnection of Water Service for Non-Payment. The District will disconnect water service by turning off, and in some cases locking off, the meter. Before service is disconnected, the customer will be notified by a written disconnection notice at least seven (7) business days prior to termination and a second notice 48 hours prior to termination of service. The customer will be charged a fee to re-establish service in the billing system regardless of whether the meter has physically been turned off. The meter will be locked in the off position if payment is not received within seven (7) days of initial termination.
- 3.9.10 Re-establishment of Service. In order to resume or continue service that has been disconnected for non-payment, the customer must pay a re-establishment fee. The District will endeavor to reconnect service as soon as practicable but, at a minimum, will restore service before the end of the next regular working day following payment



of any past due amount and delinquent fees attributable to the termination of service. Water service that is turned on by any person other than District personnel or without District authorization may be subject to fines or additional charges or fees. Any damages that occur as a result of unauthorized restoration of service are the responsibility of the customer.

3.9.11 Re-establishment of Service After Business Hours. Service restored after 5:00 pm Monday through Friday, weekends, or holidays will be charged an after-hours re-establishment fee. Service will not be restored after regular business hours unless the customer has been informed of the after-hours re-establishment fee. The after-hours re-establishment fee is in addition to the regular re-establishment fee and the late fee for a past due account. District staff responding to service calls are not permitted to collect payment but will instruct the customer to contact the billing department before noon the following business day.

Sometimes water service is discontinued because the service is a new account and the District has not received a request to establish service. If service is being restored after regular business hours because the customer has yet to establish service, the customer must agree to contact the billing department to establish service the next business day and the after-hours re-establishment will be waived. If service is discontinued for any reason not identified above, the service should be restored as quickly as possible and the customer advised to contact the billing department to resolve the issue. No after-hours re-establishment fee will be charged in this instance.

3.9.12 Notification of Disposition of Returned Check. Upon receipt of a returned check taken as payment of water service or other charges, the District will consider the account not paid. The District will make a reasonable, good faith effort to notify the customer by phone or email of the returned check. A 48-hour notice of termination of service due to a returned check will be generated. The means of notification will be based upon the notification preference (text, phone, or email) selected by the customer. Customers who have not selected a means of notification will be notified by phone. If the District is unable to make contact by text, phone, or email, a good faith effort will be made to visit the residence and leave a notice of termination of service.

Water service will be disconnected if the amount of the returned check and the returned check charge are not paid on or before the date specified in the notice of termination. All amounts paid to redeem a returned check and to pay the returned check charge must be in cash, credit card or certified funds.

3.9.13 Returned Checks for Previously Disconnected Service. In the event a customer tenders a non-negotiable check as payment to restore water service previously disconnected for non-payment and the District restores service, the District may promptly disconnect service without providing further notice. No 48-hour notice of termination will be given in the case of a non-negotiable check tendered for payment of water charges that were subject to discontinuance.

Any customer issuing a non-negotiable check as payment to restore service turned off for non-payment will be required to pay cash, credit card or certified funds to



- restore future service disconnections for a period of 12 months from the date of the returned payment.
- 3.9.14 Disputed Bills. If a customer disputes the water bill and exercises their right to appeal to the Board of Directors, the District will not disconnect water service for non-payment while the appeal is pending.
- 3.10 <u>Utility Billing Adjustment for Leaks</u>. A one-billing period leak adjustment is available once every three years for all customers who enter into the Excess Drinking Water Commodity Charge portion of the rate structure. Mechanical breakdown and broken pipes may be eligible for the adjustment provided the customer submits proof that the problem has been corrected. The proof may take the form of a licensed plumber/contractor's invoice or repair parts receipts. Photo documentation of the repair is recommended but not required. A site visit by the District may be required.

Commodity charges for water use will be re-billed using the lowest tier cost without collecting charges for the Excess Drinking Water Commodity Charge. The difference credited to the utility account.

Recycled water services that are leaking will be shut off at the water meter until repairs are completed.

4. Water and Recycled Water Charges

4.1 <u>Drinking Water and Recycled Water Service Charge</u>. The monthly water service charge shall be applied to the greater of (1) meter size or (2) number of Water Service Units. The minimum monthly charge for Water Service Units is 1.00 even if less than 1.00 of Water Service Units are purchased through the Facility Capacity Charge. This charge shall be applicable to drinking water and recycled water users. Any charge(s) identified as "projected" will be reviewed and adopted in a future rate resolution.

Water Service Charge	Current Rate	Effective 2/1/2020	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022
Service Charge per EDU	\$14.00	\$15.00	\$16.00	\$16.50	\$17.00
Water Meter Based Charge:					
3/4" Water Meter - 1.00 EDU	\$14.00	\$15.00	\$16.00	\$16.50	\$17.00
1" Water Meter - 1.67 EDU	\$23.38	\$25.05	\$26.72	\$27.56	\$28.39
11/2" Water Meter - 3.33 EDU	\$46.62	\$49.95	\$53.28	\$54.95	\$56.61
2" Water Meter - 5.33 EDU	\$74.62	\$79.95	\$85.28	\$87.95	\$90.61
3" Water Meter - 10.00 EDU	\$140.00	\$150.00	\$160.00	\$165.00	\$170.00
4" Water Meter - 16.67 EDU	\$233.38	\$250.05	\$266.72	\$275.06	\$283.39
6" Water Meter - 33.33 EDU	\$466.62	\$499.95	\$533.28	\$549.95	\$566.61
8" Water Meter - 53.33 EDU	\$746.62	\$799.95	\$853.28	\$879.95	\$906.61

Water Service Charge	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Projected 7/1/2026	Projected 7/1/2027
Service Charge per EDU	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50
Water Meter Based Charge: ³ ⁄ ₄ " Water Meter - 1.00 EDU	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50



Water Service Charge	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Projected 7/1/2026	Projected 7/1/2027
1" Water Meter - 1.67 EDU	\$29.23	\$30.06	\$30.90	\$31.73	\$32.57
1½" Water Meter - 3.33 EDU	\$58.28	\$59.94	\$61.61	\$63.27	\$64.94
2" Water Meter - 5.33 EDU	\$93.28	\$95.94	\$98.61	\$101.27	\$103.94
3" Water Meter - 10.00 EDU	\$175.00	\$180.00	\$185.00	\$190.00	\$195.00
4" Water Meter - 16.67 EDU	\$291.73	\$300.06	\$308.40	\$316.73	\$325.07
6" Water Meter - 33.33 EDU	\$583.28	\$599.94	\$616.61	\$633.27	\$649.94
8" Water Meter - 53.33 EDU	\$933.28	\$959.94	\$986.61	\$1,013.27	\$1,039.94

Water Service Charge	Projected 7/1/2028	Projected 7/1/2029	Projected 7/1/2030	Projected 7/1/2031	Projected 7/1/2032
Service Charge per EDU	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00
Water Meter Based Charge:					
¾" Water Meter - 1.00 ĔDU	\$20.00	\$20.50	\$21.00	\$21.50	\$22.00
1" Water Meter - 1.67 EDU	\$33.40	\$34.24	\$35.07	\$35.91	\$36.74
1½" Water Meter - 3.33 EDU	\$66.60	\$68.27	\$69.93	\$71.60	\$73.26
2" Water Meter - 5.33 EDU	\$106.60	\$109.27	\$111.93	\$114.60	\$117.26
3" Water Meter - 10.00 EDU	\$200.00	\$205.00	\$210.00	\$215.00	\$220.00
4" Water Meter - 16.67 EDU	\$333.40	\$341.74	\$350.07	\$358.41	\$366.74
6" Water Meter - 33.33 EDU	\$666.60	\$683.27	\$699.93	\$716.60	\$733.26
8" Water Meter - 53.33 EDU	\$1,066.60	\$1,093.27	\$1,119.93	\$1,146.60	\$1,173.26

4.1.1 <u>Multiple Residential Water Service Charge</u>. Multiple Residential Dwellings of more than 30 dwelling units on the same parcel constructed prior to May 1, 2005 shall be charged pursuant to the rates above, multiplied by the Multiple Residential Water Service Charge Factor below to determine the Multiple Residential Water Service Charge.

Multiple Residential Water Charge Factor							
Effective 2/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025		
0.80	0.81	0.82	0.83	0.84	0.85		

Multiple Residential Water Charge Factor							
Effective 1/1/2026	Effective 1/1/2027	Effective 1/1/2028	Effective 1/1/2029	Effective 1/1/2030	Effective 1/1/2031		
0.86	0.87	0.88	0.89	0.90	0.91		

Multiple Residential Water Charge Factor						
Effective 1/1/2032	Effective 1/1/2033	Effective 1/1/2034	Effective 1/1/2035	Effective 1/1/2036	Effective 7/1/2037	
0.92	0.93	0.94	0.95	0.96	0.97	



Multiple Residential Water Charge Factor						
Effective 1/1/2038	Effective 1/1/2039	Multiple Residential Water Charge Factor is Eliminated Effective 1/1/2040				
0.98	0.99	1.00				

4.2 <u>Potable Water Commodity Charge</u>. The water commodity charge rate is the charge per one thousand gallons (kgal) for all water registered by the customer's water meter in a monthly billing cycle and is herein established as follows. Any charge(s) identified as "projected" will be reviewed and adopted in a future rate resolution.

Drinking Water Commodity Charge (kgal)	Current Rate (\$/kgal)	Effective 2/1/2020	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022
1 – 15 Billing Units	\$1.429	\$1.479	\$1.579	\$1.626	\$1.675
16 – 60 Billing Units	\$1.919	\$2.069	\$2.131	\$2.195	\$2.261
61 – 100 Billing Units	\$2.099	\$2.269	\$2.435	\$2.508	\$2.583
101 and greater Billing Units	\$2.429	\$2.629	\$2.668	\$2.708	\$2.749

Drinking Water Commodity Charge (kgal)	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Projected 7/1/2026	Projected 7/1/2027
1 – 15 Billing Units	\$1.725	\$1.777	\$1.830	\$1.885	\$1.942
16 – 60 Billing Units	\$2.329	\$2.399	\$2.470	\$2.545	\$2.621
61 – 100 Billing Units	\$2.661	\$2.741	\$2.823	\$2.908	\$2.962
101 and greater Billing Units	\$2.790	\$2.832	\$2.875	\$2.918	\$2.962

Drinking Water Commodity Charge (kgal)	Projected 7/1/2028	Projected 7/1/2029	Projected 7/1/2030	Projected 7/1/2031	Projected 7/1/2032
1 – 15 Billing Units	\$2.000	\$2.060	\$2.122	2.186	2.251
16 – 60 Billing Units	\$2.700	\$2.781	\$2.864	2.950	3.038
61 – 100 Billing Units	\$3.006	\$3.051	\$3.097	3.143	3.190
101 and greater Billing Units	\$3.006	\$3.051	\$3.097	3.143	3.190

4.2.1 <u>Multiple Residential Water Commodity Charge</u>. Multiple Residential Dwellings of more than 30 dwelling units on the same parcel constructed prior to May 1, 2005 shall be charged pursuant to the rates above, multiplied by the Multiple Residential Water Service Charge Factor below to determine the Multiple Residential Water Service Charge.

Multiple Residential Water Charge Factor								
Effective 2/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025			
0.80	0.81	0.82	0.83	0.84	0.85			



Multiple Residential Water Charge Factor							
Effective 1/1/2026	Effective 1/1/2027	Effective 1/1/2028	Effective 1/1/2029	Effective 1/1/2030	Effective 1/1/2031		
0.86	0.87	0.88	0.89	0.90	0.91		

Multiple Residential Water Charge Factor							
Effective Effective Effective Effective Effective Effective Effective 1/1/2032 1/1/2033 1/1/2034 1/1/2035 1/1/2036 7/1/2037							
0.92	0.93	0.94	0.95	0.96	0.97		

Multiple Residential Water Charge Factor						
Effective 1/1/2038	Effective 1/1/2039	Multiple Residential Water Charge Factor is Eliminated Effective 1/1/2040				
0.98	0.99	1.00				

4.3 Excess Drinking Water Commodity Charge. Pursuant to the District design guidelines, one Water Service Unit provides capacity in the drinking water system for 700 gallons per day, or 21,000 gallons per month (21 kgal). However, with the implementation of dual-plumbed homes, some properties will be able to purchase a fraction of one Water Service Unit for indoor use and a fraction of a Recycled Service Unit for outdoor use. The minimum number of drinking water and recycled water service units will be equal to one.

Monthly drinking water consumption that exceeds the Water Service Units creates additional demand and costs for the operation, repair, maintenance, and replacement of drinking water filtration facilities, pipelines, reservoirs, boosters, and groundwater wells. This Comprehensive Rate Study incorporated the proportional operational, maintenance, and capital costs for the excessive use into the drinking water infrastructure.

The Excess Drinking Water Commodity Charge applies to the next Drinking Water Commodity unit (kgal) beyond the Water Service Unit based on the formula below:

If Drinking Water Commodity (kgal) >
$$\left[\begin{pmatrix} Water \\ Service \\ Units \end{pmatrix} x (0.7 \text{ kgal}) x (30 \text{ days})\right]$$

then the following rate structure applies

Therefore, the Excess Drinking Water Commodity Charge would apply to a property with 1 (one) Water Service Unit (WSU) if more than 21.000 kgal of water is used during a billing period.

The rate schedule for Excess Drinking Water Commodity Charges is provided below and only applies to .



Excess Drinking Water Commodity Charge (kgal)	Effective 2/1/2020	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
Billing Units in Excess of Water Service Unit Allocation	\$0.240	\$0.242	\$0.245	\$0.247	\$0.250
Excess Drinking Water Commodity Charge (kgal)	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Projected 7/1/2027	Projected 7/1/2028
Billing Units in Excess of Water Service Unit Allocation	\$0.252	\$0.255	\$0.257	\$0.260	\$0.262
Excess Drinking Water Commodity Charge (kgal)	Projected 7/1/2029	Projected 7/1/2030	Projected 7/1/2031	Projected 7/1/2032	Projected 7/1/2033
Billing Units in Excess of Water Service Unit Allocation	\$0.265	\$0.268	\$0.270	\$0.273	\$0.276

4.4 <u>Drinking Water Infrastructure Replacement Commodity Charge</u>. Reliable infrastructure is important to provide safe, high-quality drinking water to our community and to ensure the system works properly when emergencies arise. The Infrastructure Replacement Commodity Charge applies to each billing unit, or fraction thereof.

Infrastructure Replacement Commodity Charge (kgal)	Effective 2/1/2020	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
Each Billing Unit (kgal)	\$0.151	\$0.397	\$0.497	\$0.621	\$0.766
Infrastructure Replacement Commodity Charge (kgal)	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Projected 7/1/2027	Projected 7/1/2028
Each Billing Unit (kgal)	\$0.970	\$0.980	\$0.989	\$0.999	\$1.009



Infrastructure Replacement Commodity Charge (kgal)	Projected 7/1/2029	Projected 7/1/2030	Projected 7/1/2031	Projected 7/1/2032	Projected 7/1/2033
Each Billing Unit (kgal)	\$1.019	\$1.030	\$1.040	\$1.050	\$1.061

4.5 Recycled Water Commodity Charge. The recycled water commodity charge rate is the charge per one thousand gallons (kgal) for all water registered by the customer's water meter in a monthly billing cycle and is herein established as follows. Any charge(s) identified as "projected" will be reviewed and adopted in a future rate resolution.

Recycled Water Commodity Charge (kgal)	Current Rate (\$/kgal)	Effective 2/1/2020	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022
Billing Units (kgal)	\$1.425	\$1.725	\$1.760	\$1.795	\$1.831
Recycled Water Commodity Charge (kgal)	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Projected 7/1/2027
Billing Units (kgal)	\$1.867	\$1.905	\$1.943	\$1.981	\$2.021
Recycled Water Commodity Charge (kgal)	Projected 7/1/2028	Projected 7/1/2029	Projected 7/1/2030	Projected 7/1/2031	Projected 7/1/2032
Each Billing Units (kgal)	\$2.062	\$2.103	\$2.145	\$2.145	\$2.188

4.6 Recycled Water Infrastructure Replacement Commodity Charge. Reliable infrastructure is important to provide reliable recycled water to our community. The Infrastructure Recycled Water Replacement Commodity Charge applies to each billing unit, or fraction thereof.

Recycled Water Infrastructure Replacement Commodity Charge (kgal)	Effective 2/1/2020	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022	Effective 7/1/2023
Each Billing Unit (kgal)	\$0.151	\$0.153	\$0.154	\$0.156	\$0.157



Recycled Water Infrastructure Replacement Commodity Charge (kgal)	Effective 2/1/2024	Effective 7/1/2025	Effective 7/1/2026	Projected 7/1/2027	Projected 7/1/2028
Each Billing Unit (kgal)	\$0.159	\$0.160	\$0.162	\$0.164	\$0.165
Recycled Water Infrastructure Replacement Commodity Charge (kgal)	Projected 7/1/2029	Projected 7/1/2030	Projected 7/1/2031	Projected 7/1/2032	Projected 7/1/2033
(11941)					

- 4.7 <u>Supplemental Water Commodity Charge.</u> The Supplemental Water Commodity Charge shall be applied to all Yucaipa Valley Water District drinking water consumption recorded at individual drinking water meters including, but not limited to, residential, multi-family, commercial, industrial, institutional, and construction users. This commodity charge is based on the pass-through cost of imported water rates set at the sole discretion of the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency. While it is essential for the Supplemental Water Commodity Charge to be adjusted automatically following any change by either State Water Contractor, the Yucaipa Valley Water District may take action to reduce this commodity charge if a less expensive supplemental water source is available to the Yucaipa Valley Water District. Funds generated from this charge may be used to acquire, secure, operate, maintain, and obtain a variety of supplemental water sources to augment the quantity of local water resources.
 - 4.4.1 <u>Frequency of Calculation</u>. The frequency of the calculation in the following section will be applied automatically upon adoption of an imported water rate change by either the San Bernardino Valley Municipal Water District or the San Gorgonio Pass Water Agency.
 - 4.4.2 <u>Calculation Methodology</u>. The calculation definitions and methodology is applicable to the Imported Water Rates charged by the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency as follows:

Imported Water Commodity Charge =
$$(0.7)x \left(\frac{Imported}{Water Rate} \right) x (0.00307)$$

Definitions:

- Supplemental Water Supply Commodity Charge (expressed in units of \$/kgal)
 represents the calculated charge implemented by the Yucaipa Valley Water District
 and applied to customer utility bills. The Charge is independently calculated and
 applied within the respective service area of the San Bernardino Valley Municipal
 Water District and the San Gorgonio Pass Water Agency.
- Imported Water Rate (expressed in units of \$/acre-foot) represents the rate charged by the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency for water delivered to the Yucaipa Valley Regional Water Filtration Facility.



 Calculation Factor represents the proportion of water resources that originate from local groundwater and surface water resources as compared to supplemental water sources. A Calculation Factor of 0.70 signifies that 70% of the total drinking water demands will be satisfied with supplemental water resources. As provided in the table below, the Calculation Factor for supplemental water will slowly increase over time to provide funding necessary to secure alternative supplemental water resources.

Supplemental Water Supply Commodity Charge	Current Factor	Effective 1/1/2023	Effective 7/1/2025	Effective 7/1/2027	Effective 7/1/2029
Calculation Factor	0.70	0.73	0.75	0.775	0.80

- 4.4.3 <u>Implementation</u>. The Supplemental Water Commodity Charge shall be effective based on the effective date the Imported Water Rate is set by the Board of Directors of either the San Bernardino Valley Municipal Water District or the San Gorgonio Pass Water Agency unless otherwise temporarily reduced annually by Resolution set forth by the Yucaipa Valley Water District Board of Directors. The Yucaipa Valley Water District shall implement the Imported Water Commodity Charge on the effective date regardless of the service period.
- 4.4.4 <u>Notification by State Water Contractors</u>. By this Resolution, the District requests that the San Bernardino Valley Municipal Water District and the San Gorgonio Pass Water Agency provide at least 120 days written notice to the Yucaipa Valley Water District of any increases to the wholesale imported water rates charged to the Yucaipa Valley Water District.
- 4.5 <u>Meter Test Charge</u>. The cost associated with testing water meters shall be not less than the actual cost incurred by the District. This actual cost will be reviewed and set forth by resolution adopted by the Yucaipa Valley Water District Board of Directors.
- 4.6 <u>Fire Service Demand Charge</u>. The fire service standby charge shall be a daily charge per inch diameter of the main fire line detector check valve installed to the premises as provided below:

Fire Service	Current	Effective	Effective	Effective	Effective
Demand Charge	Charge	1/1/2022	7/1/2024	7/1/2026	7/1/2028
Monthly charge per diameter inch of main fire line detector check valve or meter, whichever is larger	\$2.555	\$2.683	\$2.817	\$2.958	\$3.106

Water usage through the bypass meter is billed at two times the highest potable water rate.



- 4.7 <u>Fire Flow Measurements and Reports</u>. The charge for providing results of each fire flow test shall be \$75.00. The charge must be paid prior to the District providing any fire flow data to the requesting party.
- 4.8 <u>Water Meter Reactivation/Conversion Charge</u>. Prior to converting a water meter that has been locked off by the District for greater than one year within the previous five years, the customer requesting meter conversion to one or more smaller water meters shall be required to pay the current water/recycled water service charge multiplied by the number of months (or fraction thereof) the meter was locked off.

5. Sewer Charges

5.1 <u>Sewer Service Charge</u>. A daily sewer service charge shall apply to all customers based on the number of Sewer Service Units.

Monthly Sewer Service Charge	Existing Charge	Effective 2/1/2020	Effective 7/1/2020	Effective 7/1/2021	Effective 7/1/2022
Sewer Service Charge per Sewer Service Unit	\$42.43	\$43.43	\$44.19	\$44.63	\$45.08
Monthly Sewer Service Charge	Effective 7/1/2023	Effective 7/1/2024	Effective 7/1/2025	Effective 7/1/2026	Effective 7/1/2027
Sewer Service Charge per Sewer Service Unit	\$45.53	\$45.98	\$46.44	\$46.91	\$47.38
Monthly Sewer Service Charge	Effective 7/1/2028	Effective 7/1/2029	Effective 7/1/2030	Effective 7/1/2031	Effective 7/1/2032
Sewer Service Charge per Sewer Service Unit	\$47.85	\$48.33	\$48.81	\$49.30	\$49.79

5.1.1 <u>Multiple Residential Sewer Service Charge</u>. Multiple Residential Dwellings of more than 30 dwelling units on the same parcel constructed prior to May 1, 2005 shall be charged pursuant to the rates above, multiplied by the Multiple Residential Sewer Service Charge Factor below to determine the Multiple Residential Sewer Service Charge.



Multiple Residential Sewer Charge Factor					
Effective 2/1/2020	Effective 1/1/2021	Effective 1/1/2022	Effective 1/1/2023	Effective 1/1/2024	Effective 1/1/2025
0.925	0.930	0.935	0.940	0.945	0.950

	Multiple	e Residential (Sewer Charge	Factor	
Effective 1/1/2026	Effective 1/1/2027	Effective 1/1/2028	Effective 1/1/2029	Effective 1/1/2030	Effective 1/1/2031
0.955	0.960	0.965	0.970	0.975	0.980

Multiple Residential Sewer Charge Factor				
Effective 1/1/2032	Effective 1/1/2033	Effective 1/1/2034	Multiple Residential Sewer Charge Factor is Eliminated Effective 1/1/2035	
0.985	0.990	0.995	1.000	

- 5.2 <u>Sewer Septage Receiving Charge.</u> A sewer septage receiving of hauled waste is not included in this resolution since the Yucaipa Valley Water District does not accept hauled waste at the Wochholz Regional Water Recycling Facility.
- 5.2.1. <u>Deposit and Annual Permit Fee</u>. Septic tank pumpers shall post with the District a \$500.00 deposit and will be charged an annual permit fee per vehicle as provided in Section 5.3 below.
- 5.3 <u>Sewer Pretreatment Fees</u>. The Yucaipa Valley Water District has adopted an ordinance which regulates the discharge of non-domestic sewer into the sewerage system of the District in accordance with General Pretreatment Regulations (40 CFR Part 403). In order to enforce the requirements of the District's Industrial Sewer Pretreatment Ordinance, it is necessary to issue five separate classes of Industrial User Permits and charges as follows:

Permit Class	Industrial User type	Pretreatment Fees
I	Federal Categorical	\$500.00 plus sampling costs
II	Significant User	\$500.00 plus sampling costs
III	Non-significant User	\$270.00 plus sampling costs
IV	Temporary User	\$200.00 plus sampling costs
V	Septage Waste Hauler	\$170.00 per vehicle

5.4 <u>Commercial and Industrial Sewer Service Charge</u>. The sewer service charge shall apply to all identified commercial and industrial customers based on the following formula using the



sewer service charge identified in Section 5.1, the commercial rate factors and water consumption.

- 5.4.1 <u>Commercial and Industrial Minimum Charge</u>. Each commercial and industrial unit shall be charged a minimum amount based on the number of Sewer Service Units assigned to the facility.
- 5.5 <u>School Sewer Service Charge</u>. The sewer service charge for schools shall be based upon the number of student's enrolled and total staff members at each facility based on fall enrollment figures for the school year. Elementary schools shall use a factor of 30 students and staff members per Equivalent Dwelling Unit and high schools shall use a factor of 15 students and staff members per Equivalent Dwelling Unit. Colleges shall be based on water consumption as illustrated in Table 1.

Other Discharges to the Sewer System. The Yucaipa Valley Water District reserves the sole right and discretion to calculate monthly sewer rates for other sewer rate discharges not included specifically herein. Examples of such discharges are not limited to the following: water treatment processes, sewer treatment processes, brine disposal, commercial/industrial customers and other discharges to the sewer system originating outside of the Yucaipa Valley Water District service area.



Table 1
Commercial Sewer Rate Factors

Type of Business	BOD (mg/l)	SS (mg/l)	Commercial Rate Factors without a separate landscape meter	Commercial Rate Factors with a separate landscape meter
Automobile - Car Wash	20	150	2.06	2.74
Automobile - Repair Shop	180	280	3.67	4.89
Automobile - Gas Station	150	150	2.78	3.70
Automobile - Steam Cleaning	1150	1250	14.44	19.26
Bakery	1000	600	10.00	13.33
College	130	100	2.39	3.19
Commercial, Category A*	130	80	2.28	3.04
Commercial, Category B**	410	315	5,14	6.85
Department / Retail Store	150	150	2.78	3.70
Fast Food	340	315	4.75	6.33
Hospital & Convalescent	250	100	3.06	4.07
Hotel with Dining Facility	500	600	7.22	9.63
Hotel without Dining Facility	310	120	3.50	4.67
Laundromat - Commercial	670	680	8.61	11.48
Laundromat - Local	150	110	2.56	3.41
Mortuary	800	800	10.00	13.33
Professional Office	130	80	2.28	3.04
Restaurant	1,000	600	10.00	13.33
Rest Stop	200	200	3.33	4.44
Supermarket	800	800	10.00	13.33

^{*} Commercial - Category A rate factors apply to single unit or multiple unit commercial centers <u>without</u> a restaurant or supermarket on the water meter used to calculate the Commercial Sewer Service Charge.



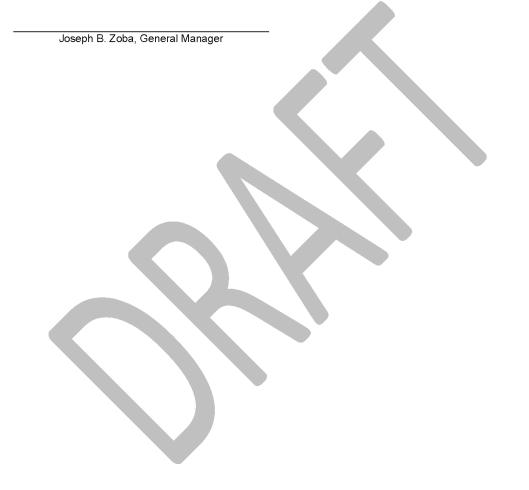
^{**} Commercial - Category B rate factors apply to multiple unit commercial centers with a restaurant or supermarket on the water meter used to calculate the Commercial Sewer Service Charge.

PASSED, APPROVED and ADOPTED this $_$ day of January 2020.

YUCAIPA VALLEY WATER DISTRICT

Chris Mann, President Board of Directors

ATTEST:





Director Comments





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

72 full time employees

FY 2019-20 Operating Budget: Water Division - \$14,455,500

Sewer Division - \$12,217,712

Recycled Water Division - \$1,301,447

Number of Services: 13,794 drinking water connections serving 19,243 units

14,104 sewer connections serving 22,774 units 111 recycled water connections serving 460 units

Water System: 223 miles of drinking water pipelines

2,033 fire hydrants

27 reservoirs - 34 million gallons of storage capacity

18 pressure zones

2.958 billion gallon annual drinking water demand

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 3.5 mgd

213 miles of sewer mainlines

4,504 sewer manholes 5 sewer lift stations

1.27 billion gallons of recycled water produced per year

Recycled Water: 22 miles of recycled water pipelines

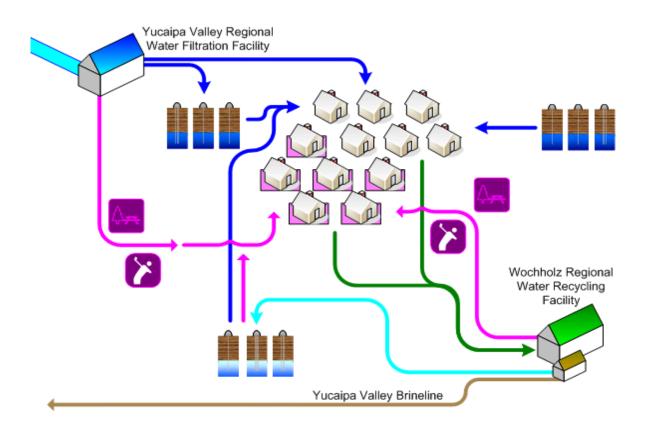
5 reservoirs - 12 million gallons of storage

0.681 billion gallon annual recycled water demand

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

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



Typical Rates, Fees and Charges:

Drinking Water Commodity Charge:

1,000 gallons to 15,000 gallons 16,000 gallons to 60,000 gallons 61,000 gallons to 100,000 gallons

101,000 gallons or more

Recycled Water Commodity Charge: 1,000 gallons or more

\$1.429 per each 1,000 gallons \$1.919 per each 1,000 gallons \$2.099 per each 1,000 gallons \$2.429 per each 1,000 gallons

\$1.425 per each 1,000 gallons

Water Meter Service Charge (Drinking Water or Recycled Water):

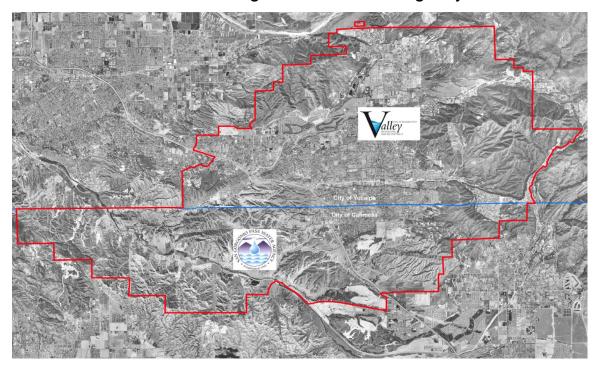
5/8" x 3/4" Water Meter \$14.00 per month 1" Water Meter \$23.38 per month

1-1/2" Water Meter \$46.62 per month

Sewer Collection and Treatment Charge:

Typical Residential Charge \$42.43 per month

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



Service Area Size
Table "A" Water Entitlement
Imported Water Rate
Tax Rates for FY 2019-20
Number of Board Members
Operating Budget FY 2019-20

San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency
353 square miles	222 square miles
102,600 acre feet	17,300 acre feet
\$125.80 / acre foot	\$399 / acre foot
\$0.1425 per \$100	\$0.1775 per \$100
Five (5)	Seven (7)
\$58,372,000	\$9,551,000

Imported Water Charges (Pass-through State Water Project Charge)

- San Bernardino Valley Municipal Water District Customers in San Bernardino County or City of Yucaipa pay a pass-through amount of \$0.270 per 1,000 gallons.
- San Gorgonio Pass Water Agency Customers in Riverside County or City of Calimesa pay a pass-through amount of \$0.660 per 1,000 gallons. A proposed rate change to \$0.857 per 1,000 gallons is pending future consideration by YVWD.





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 farmland 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 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

SGMA Sustainable Groundwater Management Act

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

TSS Total Suspended Solids
WDR Waste Discharge Requirements

YVWD Yucaipa Valley Water District