

#### Notice and Agenda of a Board Workshop

Tuesday, March 10, 2020 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. Presentations
  - A. Presentation of New Utility Bill Format [Workshop Memorandum No. 20-059 Page 6 of 241]

#### V. Operational Updates

- A. Review of Change Order No. 2 and Notice of Completion for the Contract with Inland Portable Services for the Inspection and Cleaning of District Reservoirs and Facilities [Workshop Memorandum No. 20-060 Page 10 of 241]
- B. Review of a Ratification of a Change Order for the Laboratory Remodel Improvements [Workshop Memorandum No. 20-061 Page 19 of 241]

#### VI. Capital Improvement Projects

- A. Authorization to Solicit Bids for the Calimesa Recycled Water Conveyance Project [Workshop Memorandum No. 20-062 Page 22 of 241]
- B. Status Report of the Replacement of the Drinking Water Reservoir R-16.6 Calimesa [Workshop Memorandum No. 20-063 Page 24 of 241]
- C. Overview of the Replacement of Drinking Water Reservoir R-16.2 and New Drinking Water Boosters B-16.2.1 and B-16.2.2 [Workshop Memorandum No. 20-064 Page 28 of 241]

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 <a href="https://www.yvwd.dst.ca.us">www.yvwd.dst.ca.us</a>

#### VII. Administrative Issues

- A. Overview of the Draft Construction Installment Sale and Grant Agreement with the State Water Resources Control Board for the Calimesa Recycled Water Conveyance Pipeline Project [Workshop Memorandum No. 20-065 Page 31 of 241]
- B. Overview of Open Space and Land Management Concepts [Workshop Memorandum No. 20-066 Page 87 of 241]
- C. Overview of the 2020 Habitat Monitoring Program Activities, Groundwater/Surface Water Data Assistance, Annual Report, and Modification to the Monitoring and Reporting Requirements [Workshop Memorandum No. 20-067 Page 92 of 241]
- D. Overview of the Updated Personnel Manual for the Yucaipa Valley Water District [Workshop Memorandum No. 20-068 Page 99 of 241]
- E. Presentation of the Unaudited Financial Report for the Period Ending on February 29, 2020 [Workshop Memorandum No. 20-069 Page 196 of 241]
- F. Proposed Budget Workshop Schedule for Fiscal Year 2020-21 [Workshop Memorandum No. 20-070 Page 221 of 241]
- G. Overview of the 2020 Groundwater and Surface Water Monitoring for the Yucaipa Valley Water District's Maximum Benefit Monitoring Program [Workshop Memorandum No. 20-071 Page 222 of 241]

#### VIII. Board Reports & Director Comments

#### IX. Announcements

- A. March 17, 2020 at 6:00 p.m. Board Meeting
- B. March 31, 2020 at 4:00 p.m. Board Workshop
- C. April 7, 2020 at 6:00 p.m. Board Meeting
- D. April 14, 2020 at 4:00 p.m. Board Workshop
- E. April 21, 2020 at 6:00 p.m. Board Meeting
- F. April 28, 2020 at 4:00 p.m. Board Workshop
- G. May 5, 2020 at 6:00 p.m. Board Meeting
- H. May 12, 2020 at 4:00 p.m. Board Workshop
- I. May 19, 2020 at 6:00 p.m. Board Meeting
- J. May 26, 2020 at 4:00 p.m. Board Workshop
- K. June 2, 2020 at 6:00 p.m. Board Meeting
- L. June 9, 2020 at 4:00 p.m. Board Workshop
- M. June 16, 2020 at 6:00 p.m. Board Meeting
- N. June 30, 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 Legal Counsel - Anticipated Litigation (Government Code 54956.9) - Two Cases

#### XI. Adjournment

## **Staff Report**



### **Presentations**





Date: March 10, 2020

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

Presentation of New Utility Bill Format Subject:

The District staff has been developing a new look for our utility bill sent to customers each month.

he intent of this new format is to provide more detailed information regarding the customer charges. In addition, the District will now be able to utilize the back of the bill to share information, highlight projects, etc.

The first bill with this new format was mailed to customers last week.



	Drinking Water Meter Information					
Meter No. 0 56	Previous Read 0 60462	5 60,406.00 .00	<b>Usage</b> 83818910 5			
	ter consumption shown	in thousand gallons				
8 4 4 O	an Feb Mar Apr May Ju		Dec Jan			
Meter No.	Previous Read	Meter Information Current Read	Usage			

Customer Information					
Account Number: Customer Name: Service Address: 01/01/2020 Service Period From: 01/31/2020 Service Period To: 02/27/2020	Current	Bill Date: 0	3/05/2020		
Account S	ummary				
Previous Activity Previous Balance Payment Received 02/26/2020			Amount 92.52 -92.52		
	Balance	90	.00		
Drinking Water Charges Water Service Charge	Quantity 2.0000	Rate 25.05	Amount 40.05		
Tier 1 Commodity (1 to 15 Units)	5	1.479	7.40		
Excess Drinking Commodity Chrg Supplemental Water Chg Wtr Infrastructure Rplcmnt Fee Fire Service Standby	5 5 5 1.0000	0.27 0 2.56	.00 1.35 .76 2.56		
	Total Water	Charges:	52.12		
Sewer Charges Wastewater Sales	Quantity	Rate	Amount 43.48		
	Total Sewe	r Charges:	43.48		
Recycled Water Charges	Quantity	Rate	Amount		

Total Recycled Water Charges: .00

Miscellaneous Charges

Delinquency Charges
Shut Off Fee
Construction Meter Install Fee
Rebates

Miscellaneous Charges: .00

Miscellaneous Charges: .00

Finding out what's in your water will help determine what kind of filter you will need.

Current Charges	95.60
Current Charges Due By:	02/27/2020
Unpaid Balance	.00
Unpaid Balance Disconnect Date:	03/25/2020 by 10:000.m.
Total Amount	95.60

Please write your account number on your check

Return only this portion with your check made payable to YVWD.



953 ••••••••MIXED AADC 840

.00

Auto Pay - DO NOT PAY

Payment Amount: 95.60

Service Address:

Account Number:

11117740080000075604

Visil our office at 12770 Second Street, Yucaipa for customer inquires and utility bill payments in person. Utility bills sent by U.S. mail will be directed to Pleasant Grove, Utah for processing.

#### March 2020



The Yucaipa Valley Water District redesigned your utility bill to make it easier to determine the amount of water used and the applicable service charges for each billing period.

Monthly drinking water consumption charts make it easy to see how much drinking water is being used at your property.

Customers that receive recycled water for irrigation to their homes will see a second chart to better control the amount of water used for outdoor irrigation.

Customers using our automatic payment program will receive a special message so payments are not accidently sent twice for the same utility bill.

We hope you find the new improvements useful. We look forward to your feedback and suggestions.



To make your bill easy to review and understand, we added an account summary with detailed service charges.

The charges shown are specifically tailored to your customer account.

Quickly see the amount of current charges and the payment due date.

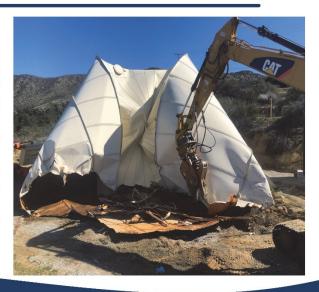
Payments mailed to the District are now routed to a new processing facility.

Payments are quickly updated to your account, even on weekends.

#### Water Storage Reservoir Replacement Project is Now Underway

On December 17, 2019, the Board of Directors awarded a construction contract to Superior Tank Company for \$565,668 to demolish and replace an existing drinking water reservoir.

The existing water storage reservoir was installed in the 1980's and has reached the end of its useful 40-year life. The new storage reservoir will hold 50% more water which will improve our daily operations and provide increased fire flow storage to the community. The new reservoir is scheduled to be completed and operational prior to the peak summer water demands.



## **Operational Updates**





#### **Workshop Memorandum 20-060**

**Date:** March 10, 2020

From: Mike Kostelecky, Operations Manager

Subject: Review of Change Order No. 2 and Notice of Completion for the Contract with

Inland Portable Services for the Inspection and Cleaning of District Reservoirs and

**Facilities** 

On December 18, 2018, the Board of Directors authorized the General Manager to execute a contract with Inland Potable Services for reservoir inspection and cleaning services for three years [Director Memorandum No. 18-158].

Contract Year	Number of Reservoirs to be Cleaned/Inspected	Cost
2019	15	\$ 43,537
2020	16	\$ 54,540
2021	17	\$ 41,616

Total \$ 139,693

The first year of work was completed on Monday, March 11, 2019 which consisted of eight drinking water reservoirs, five recycled water reservoirs, and two basins. Due to the time duration between cleanings, extra sediment was discovered and approved to be removed. This resulted in an increased cost of \$36,900.

	Contract Changes	Contract Amount	Percentage Change from Original Bid Amount	Reference
Original Bid Amount		\$43,537		DM 18-158
Change Order No. 1	\$36,900	\$80,437	84.8% increase	DM 19-038
Negotiated Deduction	(\$1,000)	\$79,437	82.5% increase	DM 19-038

The second year of work began Monday, January 13, 2020 and was completed on Thursday, February 13, 2020. This year the cleanings consisted of nine drinking water reservoirs, five recycled water reservoirs, and one basin. Extra sediment was discovered and approved to be removed in four of the recycled water reservoirs. This resulted in an increase cost of \$23,149.

	Contract Changes	Contract Amount	Percentage Change from Original Bid Amount	Reference
Original Bid Amount		\$54,540		DM 18-158
Change Order No. 2	\$23,149	\$77,689	42.4% increase	DM 20-xxx

#### Financial Impact

Funding for this contract will be split from the Water and Sewer Funds, Administrative Services Departments [GL Account #xx-506-54005].



Remittance Address: 16297 E. Crestline Lane Centennial, CO 80015 Phone: 303-400-4220 Toll Free: 1-844-372-2956 Fax: 303-400-4215

#### INLAND POTABLE SERVICES, INC.

### **INVOICE**

Invoice Number: B71-021320

Invoice Date:

2/18/20

Bill To:

YUCAIPA VALLEY WATER DISTRICT 12770 SECOND STREET YUCAIPA, CA 92399

Customer ID: YUCAIPA

Sales Rep ID	Payment Terms	Customer PO	Due Date
	1% 10, Net 30 Days		3/19/20

unt
2,640.00
3,056.00
,227.00
3,589.00
2,630.00
5,186.00
,139.00
,139.00
5,571.00
3,225.00
2,130.00
2,205.00
5,399.00
,139.00
6,009.00
,264.00
140.96

ALL INVOICES NOT PAID IN 30 DAYS WILL BE CHARGED AN INTEREST RATE OF 1.5% INTEREST PER MONTH.

Subtotal	77,688.96
Sales Tax	
Total Invoice Amount	77,688.96
Payment / Credit Applied	
TOTAL	77,688.96

THANK YOU, WE APPRECIATE YOUR BUSINESS! For Billing Questions email tania@inlandpotableservices.com



Main Office

16297 E. Crestline Lane Centennial, CO 80015 Phone: 303-400-4220 Fax: 303-400-4215

Utility Name;	YVW	עו			State: CA
Additional wo	rk to be a	uthorized:	e cea	ired	for remount RWR 12.1.
4+ in	ches	of se	dimen	in	RWR 12.1 .
	10000			1808 8 3 3	

ADDITIONAL WORK AUTHORIZATION

Total a	ddition	al cost of A	uthorized work: \$ _	426 X8	ha
115					

The above listed additional work will be completed as agreed by Inland Potable Services

Inland Potable Representative Signature

(Please Print Name)

Authorized Utility Representative

Authorized Utility Rep. Signature



16297 E. Crestline Lane Centennial, CO 80015 Phone: 303-400-4220 Fax: 303-400-4215

ADDITIONAL WORK AUTHORIZATION

Utility Name; YVWD	State: CA
Additional and the Lorentz of	ul la complete clem
and inspect. Additional s	definent of 4-L" heres.
Same bag used both a	idditional days, 2 large uses
on RWR 12dy.	and the state of t
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	127 PO Protection in the Control of
	TO THE CONTRACTOR OF T
• * * * * * * * * * * * * * * * * * * *	
Total additional cost of Authorized work: \$	42 <b>6 × 8</b>
The above listed additional work will be compand the authorizing party.	
7-11-Cox	Mke Ko Stelecky (Please Print Name)
Inland Totable Representative Signature	(Please Print Name)
	Authorized Utility Representative
	Mul W.K
Date: 1-29-20	Authorized Utility Rep. Signature



16297 E. Crestline Lane Centennial, CO 80015 Phone: 303-400-4220 Fax: 303-400-4215

# ADDITIONAL WORK AUTHORIZATION Additional work to be authorized: Total additional cost of Authorized work: \$ 8 hrs × 426 The above listed additional work will be completed as agreed by Inland Potable Services and the authorizing party. Inland Potable Representative Signature Date: 2-4-20 Utility Rep. Signature



16297 E. Crestline Lane Centennial, CO 80015 Phone: 303-400-4220

Fax: 303-400-4215

ADDITIONAL WORK AUTHORIZATION
Utility Name; Yucaipa Valley Water District California
Additional work to be authorized:  Additional 2 work Days (16 hrs) to
due to a highwings deemed unsade
for second alle
IANK KWK 8.1
Total additional cost of Authorized work: \$ 2 days (16 hrs) @ \$426
The above listed additional work will be completed as agreed by Inland Potable Services and the authorizing party.
Inland Potable Representative Signature (Please Print Name)
Authorized Utility Representative
Date: 2-6-20 Authorized Utility Rep. Signature



16297 E. Crestline Lane Centennial, CO 80015 Phone: 303-400-4220 Fax; 303-400-4215

#### ADDITIONAL WORK AUTHORIZATION

itional work to be authorized:	distional Sediment
removed by hand	sed 41. 12"-1" staining
3 grange (45 10th - )	Z'L) WAS required.
2 540 BAGS	
additional cost of Authorized work:	5 3 days (24 hrs) @\$426 per
	s 3 days (24his) @476 per
bove listed additional work will be co	
bove listed additional work will be contained authorizing party.	ompleted as agreed by Inland Potable Services  Mike Kostelecky
	ompleted as agreed by Inland Potable Services  Mike Kostelecky
bove listed additional work will be come authorizing party.  Potable Representative Signature	mike Kostelecky (Please Print Name) Authorized Utility Representative
bove listed additional work will be contained authorizing party.	ompleted as agreed by Inland Potable Services  Mike Kostelecky  (Please Print Name)

	cord Without Fee er Govt. Code 6103							
Re	ecording Requested By:							
	icalpa Valley Water District							
Ar	nd When Recorded Mail To	0:						
	caipa Valley Water District							
P.(	O. Box 730							
Yu	caipa, CA 92399							
			NOTICE OF	СОМР	LETION	SPACE A	BOVE THIS LINE FO	OR RECORDERS USE
De	olact Number/Chanas N		**/*					
	oject Number/CMMS Nun rector Memorandum Num							
							_	
Dii	rector Memorandum Num	ber for f	votice of Completion:	DN	20-xxx		_	
No	tice pursuant to Civil Code	e Section	3093, must be filed w	ithin 10	davs after con	npletion		
No	tice is hereby given that:				aaya arter con	piction.		
1.	The undersigned is owner	r or corp	orate officer of the ov	wner of t	he interest in	the property	hereinafter d	oscribad-
2.	The full name of the own	ner is	Yucaipa Valley Wat	ter Distri		the property		
	The full address of the ov							
4.	The Nature of the Interes	st or Esta	ate of the Undersigned	is:	In Fee			
5.	A work performed herein	after de	scribed was complete	d on Feb	ruary 13, 202	n The	work done	- Veer
	two (2) of a three (3) year	r contra	ct for the cleaning and	inspection	on of District v	vater distribu	tion tanks.	is: <u>Year</u>
6.	The name of the contract	tor for su	ich work was - Inla	and Pota	ble Services			
			THE THE THE THE	and rota	DIE SELVICES			
7.	The property on which sa	id work	was complete in the C	it. of	(C	ate of Contract)		
Cor	inty of San Bernardi	no work	State of CA and in	ity ot	Yucaipa			
	unty of San Bernardi The street address of said			describe	d as APN:	NONE		
٠.	The street address of said	propert	y is	(if no	street addsess has	has select to		
Dat	ed February 18,	2020		1	m W. K	been assigned, ins	ert "none")	
				Mik	e Kostelecky,	Operations M	anager	
					ipa Valley Wate		-	
			Verifi	cation				
l, th	e undersigned, say: I am tl	he Gener	ral Manager of the Dec	larant of	the foregoing	Notice of Cor	nnletion: I ha	wa road said
Not	ice of Completion and kno	ow the c	comments thereof: the	same is	true to my k	nowledge L	doctoro undo	r nanalty of
perj	ury that the foregoing is t	rue and	correct.	ourre is	, arde to my k	nowieuge. T	deciare unde	r penalty of
Fxed	cuted on Marci		2020 -+		to a			
LNE	Widter	13	, <u>2020</u> _at_	Yuca	пра		<u>CA</u> .	
			Joseph B. Zoba, Gen Yucaipa Valley Wate		-			
			racaina valles syste	LUSTRICE				



Date: March 10, 2020

Prepared By: Ashley Gibson, Regulatory Compliance Manager

Subject: Review of a Ratification of a Change Order for the Laboratory Remodel

**Improvements** 

On August 20, 2019 the Board approved a contract with LCS [Direct Memorandum 19-077] authorizing the District to remodel the laboratory at the Wochholz Regional Water Recycling Facility.

Since the onset of the laboratory remodel, both sink fixtures have begun to leak. recommended to replace the fixtures because they are too old to repair. While replacing the hot and cold-water fixtures, District staff redesigned the deionized water fixtures to eliminate the current issues with the deionized piping to the sinks. The cost for the water fixtures and deionized fixtures was \$1,914.

In the original bid, 120 linear square feet of cabinets were calculated for painting. LCS used the original calculated amount to determine the change order amount. The change order is to complete the painting of the storage room for the amount \$1,294.

After review and consideration, District staff is requesting the Board ratify the approval of the change order for the sink fixtures and painting of the storage area cabinets for the total amount of \$3,529.

#### Financial Impact

This change order will be paid from the Sewer Fund, Infrastructure Reserves, [G/L Account # 03-000-10311].



LCS Constructors, Inc. 15205 Alton Parkway Irvine Ca 92618 Tel: (949) 870-4500 Fax: (949) 870-4501

#### **Change Order Request**

Project I.D.

Company:	YVWD	Chrstal	Creek	Facility

Address: Yucaipa, CA 92399

Attention: Ashley Gibson
Phone/Fax: 909-790-3311

RE:

Project Address Same

LCS Job Number P.O. Number

Change Order No. #1

Date February 18, 2020

We hereby agree to make the following change, priced	as indic	ated:	
<ol> <li>Provide painting inside and out of the tall storage cabinets in the storage room</li> </ol>	\$1,294.00		
2. Provide one watersaver hot & cold water deck mount laboratory grade fixture.	7	\$	559.00
3. Provide one watersaver hot and cold water foot pedal laboratory grade fixture	e.	\$	647.00
4. Provide two laboratory grade DI water fixture self closing (TBD) or fixed postion	\$	708.00	
		\$	
Change Order Subtotal:			\$3,208.00
General Conditions :	0%	\$	-
Sub-total:			\$3,208.00
Overhead:	0%	\$	105
Sub-total:			\$3,208.00
Profit	10%	\$	320.80
TOTAL PR	RICE :		\$3,529.00

#### **ACCEPTED**

The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work is to be performed under the same terms and conditions as specified in the original contract unless otherwise stipulated.

Authorized Agent	 Date	

THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT

## **Capital Improvement Projects**





### Yucaipa Valley Water District Workshop Memorandum 20-062

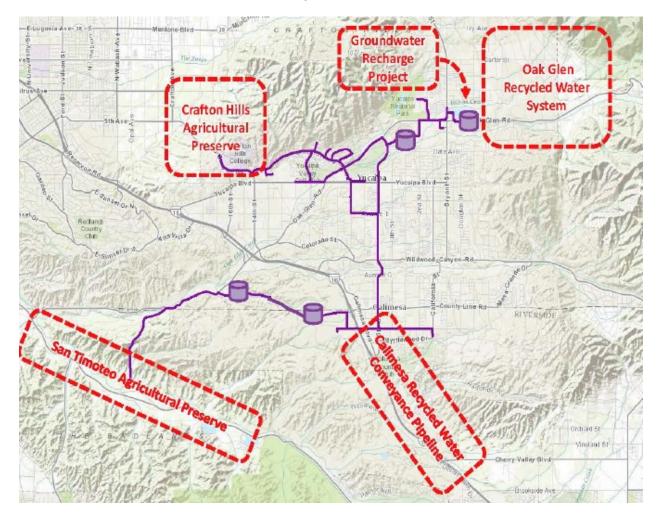
**Date:** March 10, 2020

From: Matthew Porras, Implementation Manager

**Subject:** Authorization to Solicit Bids for the Calimesa Recycled Water Conveyance Project

At the regular board meeting on December 3, 2014, the Board of Directors adopted Resolution No. 2014-20 regarding the expansion of the recycled water system to indicate support of the five proposed projects [Director Memorandum No. 14-098].

The Calimesa Recycled Water Conveyance Project is one of the five projects within Resolution No. 2014-20 which are summarized in the figure below.



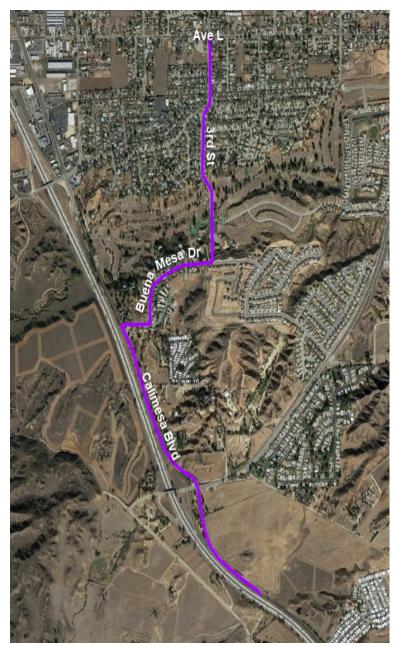
The Yucaipa Valley Water District is in the process of completing the design and bid package for the Calimesa Recycled Water Conveyance Project. The project will connect the existing recycled water mainline located within Avenue L in the City of Calimesa to the customers in the southern end of the District's service area.

The proposed pipeline project involves approximately 11,865 ± Linear Feet of 12-inch cement mortar lined ductile iron pipe, including various valves, appurtenances, and connections.

The estimated construction cost of this project is between \$5,000,000 and \$5,250,000. The construction will take approximately 6 to 8 months to complete.

The purpose of the item is to discuss the project and receive the authorization for District staff to solicit bids at a future Board Meeting.

This project will be paid for by a combination of State Revolving Fund loan and a grant.





#### Yucaipa Valley Water District Workshop Memorandum 20-063

**Date:** March 10, 2020

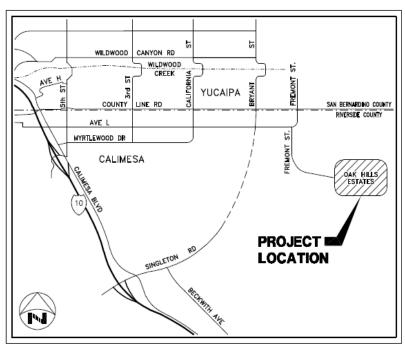
From: Matthew Porras, Implementation Manager

Subject: Status Report of the Replacement of the Drinking Water Reservoir R-16.6 -

Calimesa

The District owns and operates a drinking water storage facility [Asset ID: PW-R-13016.6] that was initially put into service in the early 1980's when the Oak Hills Estates residential area was developed. The R-16.6 reservoir serves drinking water to the 16.6 pressure zone within the residential area.

In the past few years of the reservoir's almost 40-year life, District staff has been observing and monitoring the deteriorating condition. Most recently, numerous leaks on the exterior walls of the tank have developed and have signaled the end of this assets useful life. The replacement of this tank is recommended before the condition becomes more severe.



### LOCATION MAP

On December 17, 2019, the Board of Directors awarded a contract to Superior Tank Company for the replacement of Drinking Water Reservoir R-16.6 for a sum not to exceed \$565,668 [Director Memorandum 19-138]. The new tank will comply with current seismic requirements with a concrete ring wall that will provide the tank a solid foundation and secure bolt down installation. Our current tank is 24 feet tall and 37 feet in diameter with approximately 195,000 gallons of useable capacity. Without extensive grading, the new tank can be increased in size to 32 feet tall and 47 feet wide. The additional height of the new tank would provide the freeboard needed to comply with updated construction standards and the additional width would provide the usable capacity of approximately 298,000 gallons, an increase of over 100,000 gallon capacity.

A geotechnical report was completed to ensure the proposed tank is designed and constructed appropriately. The necessary environmental documents have been completed and filed with the State Clearing House (SCH Number 2019100374) on October 18, 2019 and the required 30 day

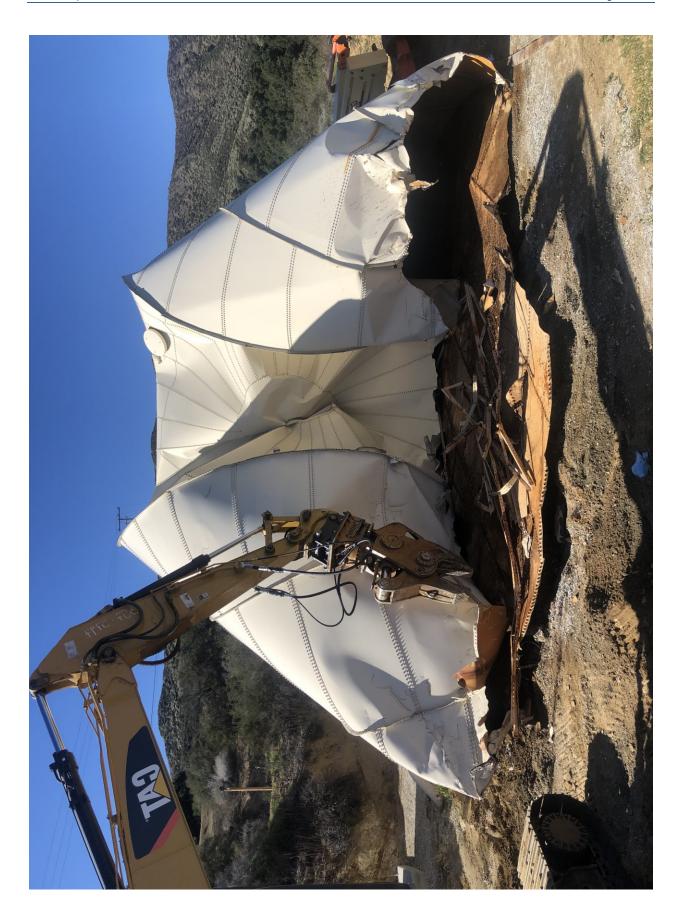
time period has been fulfilled. District staff installed the temporary tanks and has made the necessary connections to the existing onsite piping. The temporary tank installation and operation are not included in the construction contract.

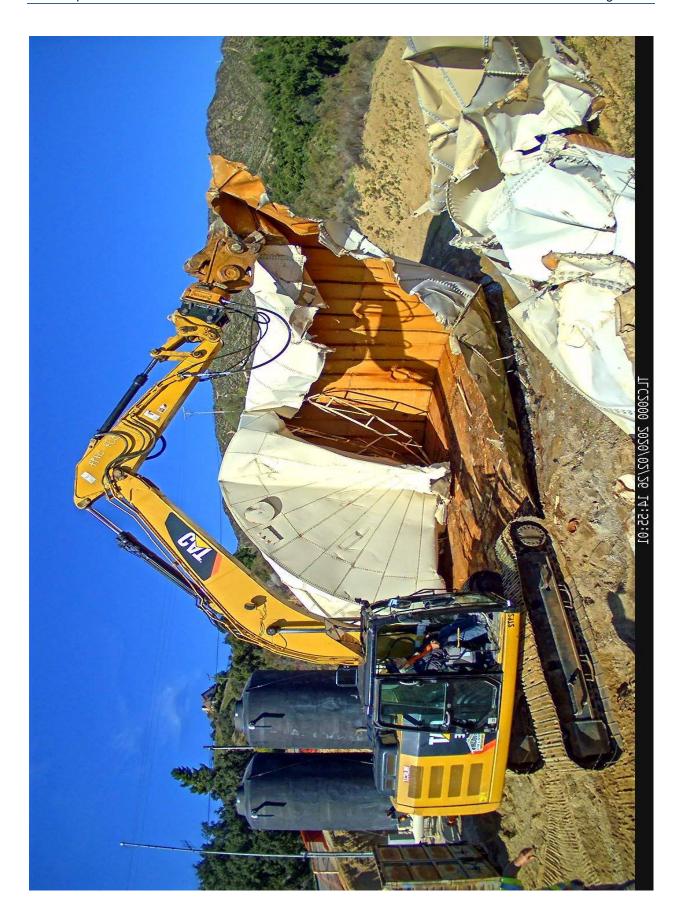
The District hosted a pre-construction meeting on February 6, 2020 with the contractor to prepare for the project. The contractor started work on the project and has fully demolished and removed the existing tank. As the schedule below shows, the next step is the over excavation of the site.

Reservoir R-16.6 Replacement | Proposed Schedule STCI lob #15291R

Q	JPERIOR TANK			STCI Jol	b #15	291R	•				
G	DMPANY INC.				2019	2020					
	SINI ANT INC.	Start	End	Dur	Dec	Jan	Feb	Mar	Apr	May	Jun
	Construction Schedule	12/19/19	6/16/20	175							
1	Contract Stage	12/19/19	2/14/20	55							
2	Mobilization	2/19/20	2/21/20	3			9				
3	Dismantle Existing Tank	2/22/20	2/29/20	8			¥	ղ			
4	Pot holing	2/27/20	2/28/20	2							
5	Concrete Foundation	3/1/20	3/30/20	30							
5.1	Over Excavation	3/1/20	3/12/20	12				<b>b</b> 1			
5.2	Dig Foundation	3/13/20	3/14/20	2				•			
5.3	Form Foundation	3/15/20	3/16/20	2				6			
5.4	Place Rebar	3/17/20	3/17/20	1				•			
5.5	Place Anchor Bolts	3/18/20	3/18/20	1				6			
5.6	Pour Concrete	3/19/20	3/19/20	1				•			
5.7	Strip Forms	3/20/20	3/20/20	1				8			
5.8	Aggregate Base Backfill	3/21/20	3/30/20	10				8			
6	Bolted Steel Storage Tank	4/15/20	5/24/20	40					7		
6.1	Tank Delivery	4/15/20	4/15/20	1					9		
6.2	Tank Installation	4/16/20	5/24/20	39							
7	Installation of Inlet/Outlet Piping	5/25/20	5/28/20	3						V	
8	Electrical	5/25/20	5/30/20	5						V	
9	Drain Piping & Catch Basin	5/25/20	5/30/20	5						V	
10	Bollards	5/31/20	6/1/20	2							<b>6</b>
11	Final Grade & Base	6/2/20	6/6/20	5							6
12	Clean Up & Demobilize	6/7/20	6/16/20	10							8

This project will be paid for by the Water Fund, Facility Capacity Charge (FCC) Water Storage Reservoirs Account [G/L Account #02-000-10413]. This project was included in the CIP budget estimated for fiscal year 2021-22 but as a result of the urgency will be moved to the current fiscal year.







### Yucaipa Valley Water District Workshop Memorandum 20-064

**Date:** March 10, 2020

From: Matthew Porras, Implementation Manager

Subject: Overview of the Replacement of Drinking Water Reservoir R-16.2 and New

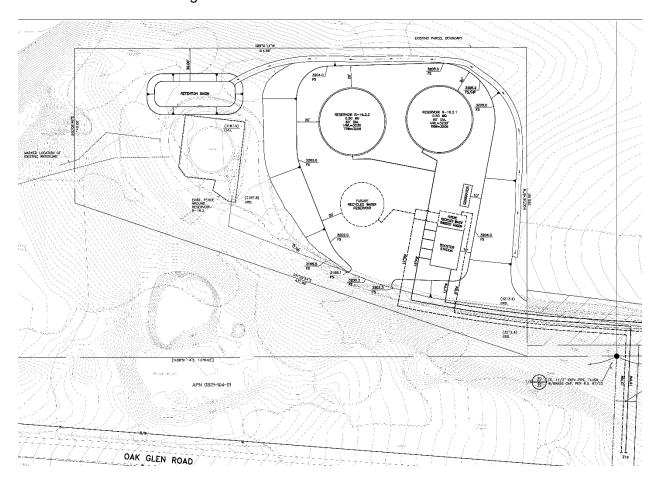
Drinking Water Boosters B-16.2.1 and B-16.2.2

The District owns and operates a drinking water storage facility [Asset ID: PW-R-13016.2] that was initially put into service in the early 1980's. The R-16.2 drinking water storage facility (tank) is a bolted steel tank measuring 38 feet in diameter and 24 feet in height with a storage capacity of 195,000 gallons. The existing tank site does not have an electrical service or a permanent booster station. The goal of this project is to replace the existing tank, install a permanent booster station, and prepare the site for the future construction of a recycled water reservoir.



This drinking water reservoir is located off Oak Glen Road, east of Casa Blanca Avenue in the City of Yucaipa. Leaks on the tank and damage to the roof, along with its age and overall deteriorated condition require a full replacement of the tank rather than continued repairs. When seasonal system demand requires pumping water up to Pressure Zone 17, a portable drinking water booster is temporarily installed by District staff to achieve the movement of water.

**Project Overview:** The preliminary design of the site layout is included below, showing two 500,000 gallon drinking water tanks, a booster station, upgraded site piping, and space for a recycled water tank. The existing tank is positioned on the west side of the District's property and will remain in service during the construction of the new tank and booster site.



<u>Project Phasing:</u> District staff is considering the various options of project phasing and feasibility of construction. Currently, the project is divided into two major phases.

- <u>Phase 1 Summary:</u> Electrical service, site grading and drainage improvements, booster house installation, site piping, site fencing, installation of tank R16.2.1., installation of boosters B16.2.1/B16.2.2, and preparations for back-up power.
- <u>Phase 2 Summary:</u> Installation of R16.2.2 (as demand requires), installation of booster B16.2.3/B16.2.4, installation of back-up power solution (generator or battery), recycled water tank and site piping (as demand requires), and final site paving.

The purpose of this item is to provide a status update of the project and discuss the concepts of the design and phasing.

### **Administrative Items**





Date: March 10, 2020

From: Joseph Zoba, General Manager

Subject: Overview of the Draft Construction Installment Sale and Grant Agreement with the

State Water Resources Control Board for the Calimesa Recycled Water

Conveyance Pipeline Project

Over the past several years, the District staff has been working diligently with the staff members from the State Water Resources Control Board for funding the Calimesa Recycled Water Conveyance Pipeline Project. This expansion of the Recycled Water System is an important component for moving water throughout the District's service area.

The attached draft Construction Installment Sale and Grant Agreement is currently being reviewed by District staff and legal counsel. We anticipate that the final version of the agreement will be presented in the near future which will allow the District to proceed with the construction of the facilities.

**DRAFT DATED: 2-26-2020** 



#### WATER RECYCLING FUNDING PROGRAM

#### YUCAIPA VALLEY WATER DISTRICT

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



#### CONSTRUCTION INSTALLMENT SALE AGREEMENT AND GRANT

#### CALIMESA RECYCLED WATER CONVEYANCE

PROJECT NO. 8162-110

AGREEMENT NO. [ ]

PROJECT FUNDING AMOUNT: \$\_\_\_\_\_\_\_PRINCIPAL FORGIVENESS COMPONENT: \$\_\_\_\_\_\_\_ESTIMATED REASONABLE PROJECT COST: \$\_\_\_\_\_\_\_\_ESTIMATED REASONABLE PROJECT COST: \$\_\_\_\_\_\_\_\_ESTIMATED REASONABLE PROJECT COST: \$\_\_\_\_\_\_\_\_ESTIMATED REASONABLE PROJECT COST: \$\_\_\_\_\_\_\_\_\_ESTIMATED REASONABLE PROJECT COST: \$\_\_\_\_\_\_\_\_\_\_ESTIMATED REASONABLE PROJECT COST: \$\_\_\_\_\_\_\_\_\_\_ESTIMATED REASONABLE PROJECT PROTECT PR

ELIGIBLE WORK START DATE:

ELIGIBLE CONSTRUCTION START DATE:

CONSTRUCTION COMPLETION DATE:

FINAL REIMBURSEMENT REQUEST DATE:

FINAL PAYMENT DATE:

RECORDS RETENTION END DATE:

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Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page i of xx

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#### **AGREEMENT**

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(a) The	e State Wa	ater Resou	rces Control B	oard (State V	Vater Board)	is authorized, ai	nd implements it	s
authority, to	provide fi	nancial as	sistance unde	r this Agreem	ent pursuant	to sections 134	75 et seq. and	
[for OCC: V	<mark>VRFP – P</mark>	<mark>1]</mark> section 7	79765 of the W	/ater Code, a	nd Resolution	n Nos. 2015-005	59, 2019-0031	
and 2019-0	064, and	[for OCC: '	WRFP - P68]	Section 8014	7 of the Publ	ic Resources Co	ode, and	
Resolution	No	<u> </u>						

- (b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Yucaipa Valley Water District Resolution No. 2018-30.
- 2. INTENTION.
- (a) The Recipient desires to receive financial assistance for and undertake work required for the recycled water construction Project according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay a portion of the financial assistance to the State Water Board.
- (c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with Net Revenues of its wastewater enterprise, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.
- (d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.
- 3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
  - i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
  - ii. The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page 2 of xx

- (d) This Agreement includes the following exhibits and attachments thereto:
  - i. EXHIBIT A SCOPE OF WORK
  - ii. EXHIBIT B FUNDING TERMS
  - iii. EXHIBIT C GENERAL & PROGRAMMATIC TERMS & CONDITIONS
  - iv. EXHIBIT D SPECIAL CONDITIONS
  - v. EXHIBIT E PAYMENT SCHEDULE
  - vi. EXHIBIT F TAX CERTIFICATE
- (e) This Agreement includes the following documents incorporated by reference:

i.	[if DFA has it] the Final Plans & Specifications, dated, which are the basis
	for the construction contract to be awarded by the Recipient;
ii.	[if DFA doesn't have the final plans and specs] the Final Plans & Specifications, which
	are the basis for the construction contract to be awarded by the Recipient;
iii.	the Waste Discharge Requirement Order No(and/or National Pollutant
	Discharge Elimination System Permit No);
İV.	the Water Recycling Requirement Order No;
V.	the Drinking Water System Permit No;
νi.	the Recipient's Reimbursement Resolution No. 2018-29 dated November 20, 2018;
vii.	the Recipient's Tax Questionnaire dated
/iii.	the Davis-Bacon requirements found at:
	[CWSRF Public:]
	https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/da

visbacon/davis-bacon 2019 cwsrf-governmenta entities (public).pdf;

ix. [other incorporated documents, if any]

#### 4. PARTY CONTACTS

State Water Bo	ard	[Recipient]		
Section:	Division of Financial Assistance			
Name:	Project Manager	Name:	Title Title	
Address:	1001 I Street, Floor	Address:		
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:		
Phone:	(916)	Phone:		
Fax:	(916)	Fax:		
Email:	[PMemail]@waterboards.ca.gov	Email:		
	[programemal@waterboards.ca.gov]			

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

#### 5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page 3 of xx

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bond Funded Portion of the Project Funds" means any portion of the Project Funds which was or will be funded with Bond Proceeds.

"Bond Proceeds" means original proceeds, investment proceeds, and replacement proceeds of Bonds.

"Bonds" means any series of bonds issued by the Bank, the interest on which is excluded from gross income for federal tax purposes, all or a portion of the proceeds of which have been, are, or will be applied by the State Water Board to fund all or any portion of the Project Costs or that are secured in whole or in part by Payments paid hereunder.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"Code" as used in Exhibit F of this Agreement means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Debt Service" means, as of any date, with respect to outstanding System Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any System Obligations that are proposed to be outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other System Obligations to the State Water Board, calculated with the following assumptions:

a. Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page 4 of xx

- b. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;
- c. Interest on a variable rate System Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of LIBOR, or its successor index, during the 24 months preceding the date of such calculation;
- d. Interest on a variable rate System Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;
- e. Interest on a fixed rate System Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;
- f. Payments of principal and interest on a System Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such System Obligations;
- g. If 25% or more of the principal of a System Obligation is not due until its final stated maturity, then principal and interest on that System Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

"Deputy Director" means the Deputy Director of the Division.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

"Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.

"Event of Default" means the occurrence of any of the following events:

- a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
- b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- c) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement.
- d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page 5 of xx

- e) Failure to operate the System or the Project without the Division's approval;
- f) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- g) The occurrence of a material breach or event of default under any System Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
- n) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;
- i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
- j) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order; or

"Final Disbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Guidelines" means the State Water Board's "Water Recycling Funding Program guidelines," in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Listed Event" means, so long as the Recipient has outstanding any System Obligation subject to Rule 15c2-12, any of the events required to be reported with respect to such System Obligation pursuant to Rule 15c2-12(b)(5).

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page 6 of xx

"Material Obligation" means an obligation of the Recipient that is material to this transaction other than a System Obligation.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on System Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any System Obligations will become due.

"Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

"Parity Obligation" means a debt obligation of the Recipient on parity with this Obligation. The Recipient's Parity Obligations are these:

- Agreement No. 05-810-550-0 between State Water Board and Recipient, Project No. C-06-4200-110
- Agreement No. 09-864-550 between State Water Board and Recipient, Project No. C-06-7476-110
- Agreement No. 11-851-550 between State Water Board and Recipient, Project No. 3817-120
- Agreement No. 11-852-550 between State Water Board and Recipient, Project No. 3817-120
- Agreement No. 11-853-550 between State Water Board and Recipient, Project No. 3817-130

"Payment" means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

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"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy and Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Recipient" means Yucaipa Valley Water District.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Resolution" means the Recipient's reimbursement resolution identified and incorporated by reference in this Agreement.

"Reserve Fund" means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.

"Rule 15c2-12(b)(5)" means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

"Senior Obligation" means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

"SRF" means the Clean Water State Revolving Fund.

"State" means State of California.

"State Water Board" means the State Water Resources Control Board.

"Subordinate Obligation" means a debt obligation of the Recipient that is subordinate to this Obligation. There are no Subordinate Obligations.

"System" means all wastewater, water recycling, and/or potable water collection, pumping, transport, treatment, storage, and/or disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

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"System Obligation" means any obligation of the Recipient payable from the Revenues, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

"Useful Life" means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

"Year" means calendar year unless otherwise expressly indicated.



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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

YUCAIPA VALLEY WATER DISTRICT:
By: Name: [Officer] Title: [Title1]
Date:
STATE WATER RESOURCES CONTROL BOARD
By: Name: [Officer] Title: Deputy Director Division of Financial Assistance
Date:

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#### EXHIBIT A - SCOPE OF WORK

- A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.
- (a) The Project is the project set forth on the Cover Page of this Agreement.
- (b) The Useful Life of this Project is at least years.
- (c) Scope of Work.

[leave placeholder "to be inserted by DFA"]

- A.2. STANDARD PROJECT REQUIREMENTS.
- A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.

California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

- A.2.2 Reports
- A.2.2.1 Progress Reports.
- (a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.
- (b) The Recipient must provide a progress report with each disbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.
- (c) A progress report must contain the following information:
  - A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
  - ii. A description of compliance with environmental requirements;
  - A listing of change orders including amount, description of work, and change in contract amount and schedule; and

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 iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

### A.2.2.2 Project Completion Report.

- (a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:
  - i. Description of the Project,
  - ii. Description of the water quality problem the Project sought to address,
  - Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
  - iv. Summary of compliance with applicable environmental conditions.
- (b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

#### A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

#### A.2.2.4 Recycled water reports

- (a) Commencing with the date of Project Completion, the Recipient must submit annual reports for five (5) consecutive calendar years or until the Project's actual total annual recycled water deliveries equal the Project's planned total recycled water deliveries.
- (b) The Recipient must submit annual reports in hard copy and/or electronically.
- (c) The first annual report is due on February 28th following the first full calendar year of operation and shall cover the period from the Project Completion through the end of the first full calendar year thereafter. Subsequent annual reports are due by February 28th following the calendar year covered. The annual reports shall be prepared in accordance with the "Water Recycling Funding Program Guidelines."
- (d) The annual reports must include the following:
  - The planned total recycled water deliveries from the Recipient's funding application/user-connection schedule;
  - ii. A breakdown of the actual total annual recycled water deliveries by month and type of use, presented in a table showing month vs. type of use. If the Recipient supplements recycled water deliveries with potable or fresh water, the annual report must include the monthly and total amounts;

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- iii. The Project's operation and maintenance costs for the year;
- The costs to Recipient's end users of recycled water vs. potable/fresh water during the year; and
- v. If the Project's actual total recycled water deliveries are less than the planned total recycled water deliveries, the Recipient must provide a brief discussion on its progress toward achieving the remaining system capacity.

# A.2.2.5 DBE Reports for SRF Projects.

The Recipient must report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

#### A.2.3 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of  $\frac{3}{4}$  inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign must include the following disclosure statement and color logos (available from the Division):









- a.
- b. "Funding for this \$x million Calimesa Recycled Water Conveyance Project has been provided in full or in part by Proposition 1 the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."
- c. The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

### A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient must expeditiously initiate Project operations.

- A.3 DATES & DELIVERABLES.
- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete construction of the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:

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- i. Eligible Work Start Date
- ii. Eligible Construction Start Date
- iii. Completion of Construction Date
- iv. Final Disbursement Request Date
- v. Records Retention End Date
- vi. Final Payment Date
- (d) The Recipient must award the prime construction contract timely.
- (e) The Recipient agrees to start construction no later than [DFA will insert date that is within 6 months after execution of this Agreement].
- (f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.
- (g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Disbursement Request to the Division on or before the Final Disbursement Request Date, unless prior approval has been granted by the Division.

Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.



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## EXHIBIT B - FUNDING TERMS

- B.1. FUNDING AMOUNTS AND DISBURSEMENTS
- B.1.1 Funding Contingency and Other Sources.
- (a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.
- B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is Written Dollar Amount dollars and no cents (\$Dollar Amount).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

- B.1.4 [Grant] [Principal Forgiveness] Component. [PF combo, or grant combo]
- (a) Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board will [forgive principal] [make a grant] of not to exceed the amount of the [Grant] [Principal Forgiveness] Component set forth on the Cover Page of this Agreement.
- (b) Upon Completion of Construction, the State Water Board will prepare an alternate payment schedule reflecting this this [grant] [forgiveness].
- B. 1.5 Budget Costs.
- (a) Estimated budget costs are contained in the Summary Project Cost Table below:

# [Water Board staff will insert table]

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment.

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The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

- (b) Under no circumstances may the sum of line items in the Final Budget Approval exceed the Project Funding Amount.
- B.1.6 Contingent Disbursement.
- (a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (b) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (c) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.
- (d) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (e) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.
- (f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.
- (g) The Recipient agrees to ensure that its final Disbursement Request is received by the Division no later than the Final Disbursement Request Date, unless prior approval has been granted by the Division. If the final Disbursement Request is not received timely, the undisbursed balance of this Agreement will be deobligated.
- (h) The Recipient is not entitled to interest earned on undisbursed funds.
- B.1.7 Disbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

- Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate disbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Disbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
- The Recipient must submit a disbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after

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this Agreement is executed by the State Water Board. Late disbursement requests may not be honored.

- The Recipient may request disbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.
- 4. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Disbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.
- 5. The Recipient must not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of disbursement request. Supporting documentation (e.g., receipts) must be submitted with each Disbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Disbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Disbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
- The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns
  interest earned on Project Funds, it must report that interest immediately to the State
  Water Board. The State Water Board may deduct earned interest from future
  disbursements.
- The Recipient shall not request a disbursement unless that Project Cost is allowable, reasonable, and allocable.
- 8. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.
- 9. No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <a href="http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx">http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx</a>. as of the date costs are incurred by the Recipient.

# B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division:
- (b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the Recipient's taxes, assessments, fees, or charges levied for operation of the System or

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- payment of debt service on System Obligations; [privates] Reduction of fees or charges levied for operation of the System or payment of debt service on System Obligations;
- (c) Commencement of litigation or a judicial or administrative proceeding related to the Project, System, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
- (d) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (e) A material adverse change in the condition of the Recipient, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project or the System;
- (h) An event requiring Notice as set forth in Exhibit C;
- (i) An Event of Default or an event that the Division determines may become an Event of Default.

#### B.1.9 Fraud and Misuse of Public Funds.

All requests for disbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

### B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

#### B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

# B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Written Dollar Amount dollars and no cents (\$Dollar Amount). The grant amount of Written Dollar Amount dollars and no cents (\$Dollar Amount) shall not be repayable.

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- B.2.3 Interest Rate and In-Lieu of Interest Charges.
- (a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of Written Interest Rate % (X%) per annum.
- (b) Interest will accrue beginning with each disbursement.
- (c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:
- an Administrative Service Charge
- a Small Community Grant Fund Charge
- B.2.4 Reserved.
- B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the Net Revenues and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

# B.2.6 Payment Timing.

- (a) Beginning one year after Work Completion / Completion of Construction, the Recipient must submit an annual Payment of the principal of the Project Funds, together with all interest accruing thereon. The Recipient must make Payments fully amortizing the total principal of the Project by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.
- (b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.
- (c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

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- (d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Recipient. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any Charge to provide payment by the Recipient under this Agreement, to enforce or to collect such Charge, or to pay over to the State Water Board any money collected on account of such Charge necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.
- (e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at <a href="www.waterboards.ca.gov/make">www.waterboards.ca.gov/make</a> a payment. The Recipient must pay Payments and Additional Payments from Net Revenues and/or other amounts legally available to the Recipient therefor.
- B.2.7 Pledged Revenues.
- B.2.7.1 Establishment of Enterprise Fund and Reserve Fund.

In order to carry out its System Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the Enterprise Fund. All Revenues received shall be deposited when and as received in trust in the Enterprise Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of Net Revenues, Enterprise Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund on parity with the Parity Obligations and subordinate to the Senior Obligations. The Recipient hereby pledges and grants such lien on and pledge of the Enterprise Fund, Net Revenues, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Net Revenues in the Enterprise Fund, shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the Enterprise Fund.

Subject to the provisions of any outstanding System Obligation, money on deposit in the Enterprise Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due and payable with respect to the System Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the Enterprise Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

The Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

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## B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its Enterprise Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

### B.3 RATES, FEES AND CHARGES.

- (a) The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are equal to the sum of (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding System Obligations senior to and on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding System Obligations subordinate to the Obligation, so long as System Obligations other than this Obligation are outstanding. Upon defeasance of all System Obligations other than this Obligation, this ratio must be at least 120%, except where System Obligations are defeased pursuant to refunding obligations.
- (b) The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.
- (c) Upon consideration of a voter initiative to reduce Revenues, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public and must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement and its obligation to operate and maintain the Project for its Useful Life. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

### B.4 ADDITIONAL DEBT.

- (a) The Recipient's future debt that is secured by Revenues pledged herein may not be senior to this Obligation, except where the new senior obligation refunds or refinances a senior obligation with the same lien position as the existing senior obligation, the new senior obligation has the same or earlier repayment term as the refunded senior debt, the new senior debt service is the same or lower than the existing debt service, and the new senior debt will not diminish the Recipient's ability to satisfy its SRF obligation(s).
- (b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:
  - Net Revenues in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit and with respect to any outstanding and proposed additional obligations;
  - ii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

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# B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, System, or Revenues except as otherwise provided or permitted by this Agreement.



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#### EXHIBIT C - GENERAL & PROGRAMMATIC TERMS & CONDITIONS

#### C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

#### C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

### C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

# C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

# C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the System, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

# C.1.5 Property Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

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### C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

### C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

# C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

## C.1.9 System Obligations

The Recipient has no System Obligations other than those defined in this Agreement.

## C.1.10 No Other Material Debt.

The Recipient has no Material Obligations other than System Obligations except as set forth in this paragraph [if any other Material Obligations]:

## [list any Material Obligations here]

## C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

## C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

# C.2.1 Return of Funds; Acceleration; and Additional Payments.

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Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
- iii. pay interest at the highest legal rate on all of the foregoing; and
- iv. pay any Additional Payments.

#### C.2.2 Reserved.

#### C.2.3 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
- ii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

### C.2.4 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

## C.2.5 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

### C.2.6 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in

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an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### C.2.7 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

#### C.2.8 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

## C.2.9 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

#### C.3 STANDARD CONDITIONS

#### C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, disbursement requests, and supporting documentation submitted hereunder.

- C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.
- (a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.
- (b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply

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with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

- (c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
  - Establish an official file for the Project which adequately documents all significant actions relative to the Project;
  - Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
  - Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
  - iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;
  - Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

#### C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

# C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

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#### C.3.5 Audit.

- (a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.
- (b) Audit disallowances must be returned to the State Water Board.

#### C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

### C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement:
- (b) Comply with the Policy and Guidelines; and
- (c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

### C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring Exhibit C

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repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

#### C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

#### C.3.13 Disputes.

- (a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

## C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

# C.3.15 Environmental Clearance.

(a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA

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and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

#### C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

#### C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

#### C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense

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of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

#### C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

### C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

#### C.3.21 Leveraging Covenants.

- (a) Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Exhibit F of this Agreement.
- (b) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5). The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding System Obligation, (ii) the terms of any outstanding System Obligation, or (iii) a voluntary disclosure of information related to an outstanding System Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

# C.3.22 No Discrimination.

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.
- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment Exhibit C

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because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

- (a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to [PM email address and senior email address] and CleanWaterSRF@waterboards.ca.gov:
  - i. [if Credit recommends Collateral] The seizure of, or levy on, any Collateral / Revenues securing this Agreement;
  - ii. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov [PM email address and senior email address] and

CleanWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:

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- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
- ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
- iii. Loss, theft, damage, or impairment to Project, the Revenues or the System;
- iv. Failure to meet any debt service coverage test in Exhibit B of this agreement;
- v. Draws on the Reserve Fund;
- vi. Listed Events and Events of Default, except as otherwise set forth in this section;
- vii. Failure to observe or perform any covenant or comply with any condition in this Agreement.
- viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project:
- ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain:
- x. Incurrence of a System Obligation or Material Obligation by the Recipient; or
- xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a System Obligation or Material Obligation of the Recipient, any of which reflect financial difficulties.
- (c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to [PM email address and senior email address] and CleanWaterSRF@waterboards.ca.gov and by mail to the contact address set forth in Section 4 of this Agreement of the following events:
  - i. Material defaults on Material Obligations, other than this Obligation;
  - ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
  - iii. Substitution of credit or liquidity providers, if any or their failure to perform;
  - iv. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the System or the Recipient's continued existence,
  - v. Circulation of a petition to repeal, reduce, or otherwise challenge the Recipient's rates for services of the System,
  - vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the Revenues;
  - vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
  - viii. Rating changes on outstanding System Obligations, if any;
  - ix. Issuance of additional Parity Obligations;
  - x. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or
  - xi. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls:
- (d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to [PM email address and senior email address] and CleanWaterSRF@waterboards.ca.gov,

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and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:

- The discovery of a false statement of fact or representation made in this
   Agreement or in the application to the Division for this financial assistance, or in
   any certification, report, or request for disbursement made pursuant to this
   Agreement, by the Recipient, its employees, agents, or contractors;
- Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
- vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
- vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, as required by Exhibit C.4.3(xxvii).
- ix. Any events requiring notice to the Division pursuant to the provisions of this
- x. Completion of Construction of the Project, and actual Project Completion;
- xi. The award of the prime construction contract for the Project;
- xii. Initiation of construction of the Project.

## C.3.26 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses

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in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at

http://www.waterboards.ca.gov/water\_issues/programs/enforcement/fwa/dbp.shtml

## C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

# C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

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This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

#### C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

### C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

#### C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

#### C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

#### C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

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Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 Reserved.

#### C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

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The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. "Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.
- The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements set forth in Exhibit A.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- v. The Recipient shall comply with applicable EPA general terms and conditions found at <a href="http://www.epa.gov/ogd">http://www.epa.gov/ogd</a>.
- vi. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <a href="https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy">https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy</a>. A conflict of interest may result in disallowance of costs.

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- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <a href="http://iEdison.gov">http://iEdison.gov</a> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.
- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xiv. The Recipient certifies to the best of its knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks disbursements under this Agreement.

- xv. The Recipient must comply with the following federal non-discrimination requirements:
  - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
  - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.

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- c. The Age Discrimination Act of 1975, which prohibits age discrimination.
- d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
- e. 40 CFR Part 7, as it relates to the foregoing.
- xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.
- xviii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- "(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
- "(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- "(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- "(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

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agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- "(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- "(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."
- xix. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises as set forth in Exhibit A.
- xx. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <a href="http://www.sam.gov/">http://www.sam.gov/</a>.
- xxi. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxiii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at <a href="https://www.fgdc.gov">www.fgdc.gov</a>.
- xxiv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

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- xxvi. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxvii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at <a href="https://www.epa.gov/osa/policy-epa-scientific-integrity">https://www.epa.gov/osa/policy-epa-scientific-integrity</a>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

xxviii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <a href="http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples">http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples</a>.

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#### EXHIBIT D - SPECIAL CONDITIONS

[environmental]



Exhibit D

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#### EXHIBIT E - PAYMENT SCHEDULE

See the attached preliminary Payment Schedule dated Date. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.



Exhibit E

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#### EXHIBIT F - TAX CERTIFICATE

#### F.1 Purpose.

The purpose of this Exhibit F is to establish the reasonable expectations of the Recipient regarding the Project and the Project Funds, and is intended to be and may be relied upon for purposes of Sections 103, 141 and 148 of the Code and as a certification described in Section 1.148-2(b)(2) of the Treasury Regulations. This Exhibit F sets forth certain facts, estimates and circumstances which form the basis for the Recipient's expectation that neither the Project nor the Bond Funded Portion of the Project Funds is to be used in a manner that would cause the Obligation to be classified as "arbitrage bonds" under Section 148 of the Code or "private activity bonds" under Section 141 of the Code.

#### F.2 Tax Covenant.

The Recipient agrees that it will not take or authorize any action or permit any action within its reasonable control to be taken, or fail to take any action within its reasonable control, with respect to the Project which would result in the loss of the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code.

#### F.3 Governmental Unit.

The Recipient is a state or local governmental unit as defined in Section 1.103-1 of the Treasury Regulations or an instrumentality thereof (a "Governmental Unit") and is not the federal government or any agency or instrumentality thereof.

#### F.4 Financing of a Capital Project.

The Recipient will use the Project Funds to finance costs it has incurred or will incur for the construction, reconstruction, installation or acquisition of the Project. Such costs shall not have previously been financed with the proceeds of any other issue of tax-exempt obligations.

#### F.5 Ownership and Operation of Project.

The Recipient exclusively owns and, except as provided in Section F.12 hereof, operates the Project.

#### F.6 Temporary Period.

The Recipient reasonably expects that at least eighty-five percent (85%) of the Bond Funded Portion of the Project Funds will be allocated to expenditures for the Project within three (3) years of the earlier of the effective date of this Agreement or the date the Bonds are issued ("Applicable Date"). The Recipient has incurred, or reasonably expects that it will incur within six (6) months of the Applicable Date, a substantial binding obligation (i.e., not subject to contingencies within the control of the Recipient or a related party) to a third party to expend at least five percent (5%) of the Bond Funded Portion of the Project Funds on Project Costs. The completion of acquisition, construction, improvement and equipping of the Project and the allocation of the Bond Funded Portion of the Project Funds to Project Costs will proceed with due diligence.

#### F.7 Working Capital.

No operational expenditures of the Recipient or any related entity are being, have been or will be financed or refinanced with Project Funds.

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#### F.8 Expenditure of Proceeds.

The Bond Funded Portion of the Project Funds shall be used exclusively for the following purposes: (i) Reimbursement Expenditures (as defined in Section F.20 below), (ii) Preliminary Expenditures (as defined in Section F.20 below) in an aggregate amount not exceeding twenty percent (20%) of the Bond Funded Portion of the Project Funds, (iii) capital expenditures relating to the Project originally paid by the Recipient on or after the date hereof, (iv) interest on the Obligation through the later of three (3) years after the Applicable Date or one (1) year after the Project is placed in service, and (v) initial operating expenses directly associated with the Project in the aggregate amount not more than five percent (5%) of the Bond Funded Portion of the Project Funds.

#### F.9 Private Use and Private Payments.

No portion of the Project Funds or the Project is being, has been or will be used in the aggregate for any activities that constitute a Private Use (as defined below). No portion of the principal of or interest with respect to the Payments will be secured by any interest in property (whether or not the Project) used for a Private Use or in payments in respect of property used for a Private Use, or will be derived from payments in respect of property used for a Private Use. "Private Use" means any activity that constitutes a trade or business that is carried on by persons or entities, other than a Governmental Unit. The leasing of the Project or the access by or the use of the Project by a person or entity other than a Governmental Unit on a basis other than as a member of the general public shall constitute a Private Use. Use by or on behalf of the State of California or any of its agencies, instrumentalities or subdivisions or by any local Governmental Unit and use as a member of the general public will be disregarded in determining whether a Private Use exists. Use under an arrangement that conveys priority rights or other preferential benefits is generally not use on the same basis as the general public. Arrangements providing for use that is available to the general public at no charge or on the basis of rates that are generally applicable and uniformly applied do not convey priority rights or other preferential benefits. For this purpose, rates may be treated as generally applicable and uniformly applied even if (i) different rates apply to different classes of users, such as volume purchasers, if the differences in rates are customary and reasonable; or (ii) a specially negotiated rate arrangement is entered into, but only if the user is prohibited by federal law from paying the generally applicable rates, and the rates established are as comparable as reasonably possible to the generally applicable rates. An arrangement that does not otherwise convey priority rights or other preferential benefits is not treated, nevertheless, as general public use if the term of the use under the arrangement, including all renewal options, is greater than 200 days. For this purpose, a right of first refusal to renew use under the arrangement is not treated as a renewal option if (i) the compensation for the use under the arrangement is redetermined at generally applicable, fair market value rates that are in effect at the time of renewal; and (ii) the use of the financed property under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business.

#### F.10 No Sale, Lease or Private Operation of the Project.

The Project (or any portion thereof) will not be sold or otherwise disposed of, in whole or in part, to any person who is not a Governmental Unit prior to the final maturity date of the Obligation. The Project will not be leased to any person or entity that is not a Governmental Unit prior to the final maturity date of the Obligation. Except as permitted under Section F.12 hereof, the Recipient will not enter any contract or arrangement or cause or permit any contract or arrangement to be entered with persons or entities that are not Governmental Units if that contract or arrangement would confer on such persons or entities any right to use the Project on a basis different from the right of members of the general public. The contracts or arrangements contemplated by the preceding sentence include but are not limited to management contracts, take or pay contracts or put or pay contracts, and capacity guarantee contracts.

#### F.11 No Disproportionate or Unrelated Use.

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page 46 of xx

No portion of the Project Funds or the Project is being, has been, or will be used for a Private Use that is unrelated or disproportionate to the governmental use of the Project Funds.

#### F.12 Management and Service Contracts.

The Recipient represents that, as of the date hereof, it is not a party to any contract, agreement or other arrangement with any persons or entities engaged in a trade or business (other than Governmental Units) that involve the management or operation of property or the provision of services at or with respect to the Project that does not comply with the standards of the Treasury Regulations, Revenue Procedure 97-13, as modified by Revenue Procedure 2001-39 and IRS Notice 2014-67, or Revenue Procedure 2017-13, as applicable. The Recipient represents that it will not be party to any such contract, agreement or arrangement with any person or entity that is not a Governmental Unit for the management of property or the provision of services at or with respect to the Project, while the Obligation (including any obligation or series thereof issued to refund the Obligation, as the case may be) is outstanding, except: (a) with respect to any contract, agreement or arrangement that does not constitute "private business use" of the Project under Code §141(b), or (b) with respect to any contract, agreement or arrangement that complies with (i) Revenue Procedure 97-13, 1997-1 C.B. 632, as amended by Revenue Procedure 2001-39, 2001-2 C.B. 38, and as amplified by Notice 2014-67, with respect to contracts entered into before August 18, 2017 and not materially modified or extended after August 18, 2017, or (ii) Revenue Procedure 2017-13, with respect to contracts entered into or materially modified or extended on or after August 18, 2017, or (c) with respect to any contract, agreement or arrangement that does not give rise to use of the Bond Funded Portion of the Project Funds or the Project by a non-Governmental Unit of more than the amount of such non-qualified use permitted by the Code, or (d) in the event that the Recipient receives an opinion of counsel, satisfactory to the State Water Board and the Bank and expert in the issuance of state and local government bonds the interest on which is excluded from gross income under Section 103 of the Code ("Nationally-Recognized Bond Counsel"), that such contract, agreement or arrangement will not adversely affect the exclusion of the interest on the Obligation from gross income for federal income taxation purposes.

#### F.13 No Disposition of Financed Property.

As of the date hereof, the Recipient does not expect to sell or otherwise dispose of any portion of the Project, in whole or in part, prior to the final maturity date of the Obligation.

#### F.14 Useful Life of Project.

As of the date hereof, the Recipient reasonably expects that the economic useful life of the Project, commencing at Project Completion, will be at least equal to the term of this Agreement, as set forth in Exhibit A hereto.

#### F.15 Payments.

Payments generally are expected to be derived from assessments, taxes, fees, charges or other current Revenues of the Recipient in each year, and such current Revenues are expected to equal or exceed the Payments during each payment period. Any amounts accumulated in a sinking fund or bona fide debt service fund to pay Payments (whether or not deposited to a fund or account established by the Recipient) will be disbursed to pay Payments within thirteen months of the initial date of accumulation or deposit. Any such fund used for the payment of Payments will be depleted once a year except for a reasonable carryover amount not exceeding the greater of earnings on such fund or one-twelfth of the Payments in either case for the immediately preceding year.

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110

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#### F.16 No Other Replacement Proceeds.

The Recipient will not use any of the Bond Funded Portion of the Project Funds to replace or substitute other funds of the Recipient that were otherwise to be used to finance the Project or which are or will be used to acquire securities, obligations or other investment property reasonably expected to produce a yield that is materially higher than the yield on the Bonds.

#### F.17 No Sinking or Pledged Fund.

Except as set forth in Section F.18 below, the Recipient will not create or establish any sinking fund or pledged fund which will be used to pay Payments on the Obligation within the meaning of Section 1.148-1(c) of the Treasury Regulations. If any sinking fund or pledged fund comes into being with respect to the Obligation before the Obligation has been fully retired which may be used to pay the Payments, the Recipient will invest such sinking fund and pledged fund moneys at a yield that does not exceed the yield on the Bonds.

#### F.18 Reserve Amount.

The State Water Board requires that the Recipient maintain and fund a separate account in an amount equal to one (1) year of debt service with respect to the Obligation (the "Reserve Amount") as set forth in Exhibit B. The Recipient represents that the Reserve Amount is and will be available to pay debt service with respect to the Obligation, if and when needed. The Reserve Amount consists solely of revenues of the Recipient and does not include any proceeds of any obligations the interest on which is excluded from gross income for federal income tax purposes or investment earnings thereon. The aggregate of the Reserve Amount, up to an amount not exceeding the lesser of (i) ten percent of the aggregate principal amount of the Obligation, (ii) the maximum annual debt service with respect to the Obligation, or (iii) 125 percent of the average annual debt service with respect to the Obligation, will be treated as a reasonably required reserve fund.

#### F.19 Reimbursement Resolution.

The "reimbursement resolution" adopted by the Recipient is incorporated herein by reference.

#### F.20 Reimbursement Expenditures.

Reimbursements are disallowed, except as specifically authorized in Exhibit B or Exhibit D of this Agreement. To the extent so authorized, a portion of the Bond Funded Portion of the Project Funds may be applied to reimburse the Recipient for Project Costs paid before the date hereof, so long as the Project Cost was (i) not paid prior to sixty (60) days before the Recipient's adoption of a declaration of official intent to finance the Project, (ii) not paid more than eighteen (18) months prior to the date hereof or the date the Project was placed-in-service, whichever is later, and (iii) not paid more than three (3) years prior to the date hereof (collectively, "Reimbursement Expenditures"), unless such cost is attributable to a "preliminary expenditure." Preliminary expenditure for this purpose means architectural, engineering, surveying, soil testing and similar costs incurred prior to the commencement of construction or rehabilitation of the Project, but does not include land acquisition, site preparation and similar costs incident to the commencement of acquisition, construction or rehabilitation of the Project. Preliminary expenditures may not exceed 20% of the Bond Funded Portion of the Project Funds.

#### F.21 Change in Use of the Project.

The Recipient reasonably expects to use all of the Bond Funded Portion of the Project Funds and the Project for the entire stated term to maturity of the Obligation. Absent an opinion of Nationally-Recognized Bond Counsel to the effect that such use of the Bond Funded Portion of the Project Funds will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to

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Section 103 of the Code, the Recipient will use the Bond Funded Portion of the Project Funds and the Project solely as set forth in this Agreement.

#### F.22 Rebate Obligations.

If the Recipient satisfies the requirements of one of the spending exceptions to rebate specified in Section 1.148-7 of the Treasury Regulations, amounts earned from investments, if any, acquired with the Bond Funded Portion of the Project Funds will not be subject to the rebate requirements imposed under Section 148(f) of the Code. If the Recipient fails to satisfy such requirements for any period, it will notify the State Water Board and the Bank immediately and will comply with the provisions of the Code and the Treasury Regulations at such time, including the payment of any rebate amount calculated by the State Water Board or the Bank.

#### F.23 No Federal Guarantee.

The Recipient will not directly or indirectly use any of the Bond Funded Portion of the Project Funds in any manner that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code, taking into account various exceptions including any guarantee related to investments during an initial temporary period until needed for the governmental purpose of the Bonds, investments as part of a bona fide debt service fund, investments of a reasonably required reserve or replacement fund, investments in bonds issued by the United States Treasury, investments in refunding escrow funds or certain other investments permitted under the Treasury Regulations.

#### F.24 No Notices or Inquiries from IRS.

Within the last 10 years, the Recipient has not received any notice of a final action of the Internal Revenue Service that determines that interest paid or payable on any debt obligation of the Recipient is or was includable in the gross income of an owner or beneficial owner thereof for federal income tax purposes under the Code.

#### F.25 Amendments.

The provisions in this Exhibit may be amended, modified or supplemented at any time to reflect changes in the Code upon obtaining written approval of the State Water Board and the Bank and an opinion of Nationally-Recognized Bond Counsel to the effect that such amendment, modification or supplement will not adversely affect the exclusion from federal gross income of interest on the Bonds pursuant to Section 103 of the Code.

#### F.26 Reasonable Expectations.

The Recipient warrants that, to the best of its knowledge, information and belief, and based on the facts and estimates as set forth in the tax covenants in this Exhibit, the expectations of the Recipient as set forth in this Exhibit are reasonable. The Recipient is not aware of any facts or circumstances that would cause it to question the accuracy or reasonableness of any representation made in the provisions in this Exhibit.

#### F.27 Assignment.

The Recipient consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to

Yucaipa Valley Water District Agreement No.: XX-XXX-550 Project No.: 8162-110 Page 49 of xx

Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).





## Yucaipa Valley Water District Workshop Memorandum 20-066

**Date:** March 10, 2020

**From:** Joseph Zoba, General Manager

**Subject:** Overview of Open Space and Land Management Concepts

The Yucaipa Valley Water District retains and manages several hundred acres of watershed properties throughout the District. These properties are retained in their natural state and provide natural groundwater recharge and wildlife benefits to the region.



The District staff has previously discussed our current activities and funding to achieve the following goals:

- Implement conservation practices to protect soil erosion, water quality and quantity, and wildlife habitat;
- Conserve and restore wetlands, which purify water and provide habitat for birds, fish and other animals:
- Protect groundwater resources;
- Plant trees and other land cover to hold soil in place, provide cover for wildlife, and beautify neighborhoods; and
- Reach out and teach the value of natural resources and encourage conservation efforts.

These goals have been a large part of the District's efforts in the past and will continue to be our focus in the future. Therefore, it seems logical to fully accept these obligations and firmly make a commitment to the protection of watershed and open space land within our service area.

#### **RESOLUTION NO 2020-xx**

# A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT SUPPORTING THE ACCEPTANCE AND DEDICATION OF OPEN SPACE PARCELS FOR THE PROACTIVE MANAGEMENT, PROTECTION, AND WATERSHED BENEFITS OF OUR NATURAL RESOURCES

WHEREAS, in order for a community to be fully sustainable, it is necessary to make financial investments towards the protection of certain lands that will preserve land, ridges, and watersheds in a manner that provides a permanent, intelligent, maintainable, workable, and efficient use of our open space resources.

WHEREAS, the proactive management of natural water resources requires the Yucaipa Valley Water District to dedicate revenue to successfully accomplish on the following goals and objectives:

- Agricultural land conservation;
- Conservation education;
- Forest stewardship;
- · Fuels management;
- Irrigation management;
- Soil and water management on non-agricultural lands;
- Urban resource conservation;
- Water conservation;
- Water quality protection and enhancement;
- Watershed planning and management;
- · Wetland conservation; and
- Wildlife habitat enhancement.

WHEREAS, the Yucaipa Valley Water District owns and maintains over 460 acres of open space property to support the natural resources and protect the water resources in the region.

WHEREAS, the Yucaipa Valley Water District produces annual reports utilizing aerial photography and the measurement of specific benchmark parameters to record the condition of properties and stream flow conditions in the San Timoteo area.

WHEREAS, this resolution has been created to further the efforts of the Yucaipa Valley Water District's land management program by:

- assuring the permanent preservation of open space, agricultural lands, and other natural resources for the creation of expanded watershed protection areas;
- allowing innovation and greater flexibility in the land use decisions made by the City of Calimesa, City of Yucaipa, County of Riverside, and County of San Bernardino by allowing these partners to facilitate the dedication of property to the Yucaipa Valley Water District with the knowledge that funding is secured to maintain and enhance the condition of the properties included as part of the Land Management Program;

 encouraging the preservation of open space with appropriate funding necessary to maintain, protect, and promote the conservation of natural flora, fauna, and water resources in the region.

WHEREAS, this Resolution provides an opportunity for the dedication of open space in a manner consistent with California Civil Code §815.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

- Section 1. The above recitals, and each of them, are true and correct, and are incorporated as terms of this Resolution.
- Section 2. Dedication of Open Space to the Land Management Program
  - A. Subject to approval by the Board of Directors, the Yucaipa Valley Water District will accept and receive selected property dedications by resolution into the Land Management Program in fee title and ensure the maintenance and conservation of natural resources and water resources is achieved in perpetuity.
    - Properties added to the Land Management Program will achieve the goals consistent with California Civil Code §815.2 following the receipt of the dedicated property by the Yucaipa Valley Water District.
    - Properties with pre-existing conservation easements may be accepted by the Yucaipa Valley Water District at the sole and absolute discretion of the Board of Directors.
    - 3. Properties with pre-existing Williamson Act conditions May be accepted by the Yucaipa Valley Water District at the sole and absolute discretion of the Board of Directors.
  - B. Dedicated open space property will be protected by the Yucaipa Valley Water District in a manner that achieves the following Land Management Program goals and objectives:
    - Agricultural Land Conservation This program element provides for the protection of resources such as productive agricultural land by protecting grazing uses and related conservation values by conserving grassland, including rangeland, pastureland and shrubland.
    - Conservation Education This program element includes on-site and offsite educational programs that discuss soil science, conservation history, plant identification, soil stabilization, groundwater percolation, and species identification.
    - Forest Stewardship This program element focuses on the standards for responsible forest management to protect forests for future generations by achieving a balance of disturbance and recovery processes with sufficient time between disturbances to restore biological capacity.

- Fuels Management This program element addresses the challenges of fuels management at the confluence between wildlands and developments.
- 5. <u>Irrigation Management</u> This program element will focus on the collection and use of natural and artificial water resources to augment and sustain the resources on the property.
- 6. <u>Soil and Water Management on Non-Agricultural Lands</u> This program element involves sediment, soil and water management techniques necessary to protect and enhance the property.
- 7. <u>Urban Resource Conservation</u> This program element explores urban ecosystems and how the interface between development and wildlands can be used to support and enhance resources. This element may include the use of biosolids, plantings, and soil stabilization techniques on open space property to integrate the production of urban resources with the needs of the environment. Additionally innovative practices and technologies such as permeable pavements, continuous root zones, cisterns, green roofs, underground road facilities, biorentention, conservation landscapes, stormwater management ponds, and vegetated filter strips, will be studied and reviewed.
- 8. <u>Water Conservation</u> This program element focuses on the use of open space to conserve and protect drinking water sources by using natural recharge. Water resource management goals are entirely consistent with the management of the environment around us.
- 9. Water Quality Protection and Enhancement This program element will address the use of open space to enhance and protect water quality in the environment. Runoff from rainwater or snowmelt can contribute significant amounts of pollution to local streams and groundwater. Preventing water from becoming polluted can often be more cost-effective than treatment. By identifying different kinds of pollution present in the watershed and how those pollutants are transported, the District will be able to identify ways to reduce or eliminate those pollution sources
- 10. <u>Watershed Planning and Management</u> This program element will identify the opportunities to reduce pollution or address other pressing environmental issues, prioritize those opportunities, and identify a time frame for accomplishing goals and objectives for pollution reduction and resource and habitat improvements.
- Wetland Conservation This program element will explore the protection and creation of wetlands to provide wildlife habitat, natural green belts, and corridors for wildlife.
- 12. <u>Wildlife Habitat Enhancement</u> This program element will continuously balance the enhancement of wildlife habitat with the opportunities to

provide economic, educational, aesthetic, and recreational benefits to the region.

- C. In addition to the goals and objectives above, dedicated open space property will allow the following:
  - 1. Activities related to the direct and routine management of water resources to provide for capture of natural precipitation including berms, swales, and sediment control facilities.
  - 2. Activities related to the direct and routine management of natural resources including but not limited to
  - 3. Activities related to the direct and routine maintenance of the open space;
  - 4. Activities related to the installation of subsurface conduits and pipelines.
  - 5. Any structure(s) or building(s) accessory to a recreation, conservation or agriculture use may be erected within the dedicated open space, subject to an approved open space plan. These above ground accessory structure(s) or building(s) shall not exceed, in the aggregate, five percent (5%) of the open space area in addition to hardscape used for trails, paths, or parking.

PASSED, APPROVED and ADOPTED this _ day of _	2020.
	YUCAIPA VALLEY WATER DISTRICT
	Chris Mann, President Board of Directors
ATTEST:	
Joseph B. Zoba, General Manager	



## Yucaipa Valley Water District Workshop Memorandum 20-067

**Date:** March 10, 2020

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

**Subject:** Overview of the 2020 Habitat Monitoring Program Activities, Groundwater/Surface

Water Data Assistance, Annual Report, and Modification to the Monitoring and

Reporting Requirements

The Yucaipa Valley Water District began discharging to San Timoteo Creek in 1986 and currently discharges tertiary treated recycled water to the stream system. The riparian vegetation along San Timoteo Creek has been partially supported by the discharge of highly treated recycled water.

In order to maximize the reuse of recycled water, the District was granted a "change of point of discharge" agreement from the State Water Resources Control Board permitting the reduction of the discharge from San Timoteo Creek with definitive mitigation measures. Gradual reductions of the discharge along with an adaptive management plan are required to ensure the vegetation is not negatively impacted due to the reduction of recycled water flow.

The Habitat Monitoring Program for San Timoteo Creek defines the adaptive management plan components for San Timoteo Creek. The monitoring plan consists of vegetation analysis, aerial photography, and groundwater monitoring.

In order to validate the reduction in flow, an annual habitat monitoring program has been in place and reports are prepared each year and submitted to the resource agencies. The District is currently in its seventh year of reporting the habitat monitoring program activities. Modifications to the Habitat Monitoring Program are underway as a result of prior studies and results

#### Financial Impact

These consulting services were included in the fiscal year 2019-20 budget and will be paid from the Sewer Fund, Professional Services [G/L Account # 03-506-54109].



MAIN OFFICE 605 THIRD STREET ENCINITAS, CALIFORNIA 92024 T 760.942.5147 T 800.450.1818 F 760.632.0164

February 14, 2020 11888

Jennifer Ares Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399

> Subject: Proposal for 2019-2020 Habitat Monitoring Program Activities, Groundwater and Surface Water Data Assistance, and Annual Report

Dear Ms. Ares:

Dudek is pleased to submit this proposal to provide environmental consulting services to support the Yucaipa Valley Water District's Habitat Monitoring Program (HMP) in San Timoteo Creek for the 2019-2020 water year from October 1, 2019 to September 30, 2020 (2020 WY). This scope of work includes: (1) conducting a qualitative monitoring event in Spring 2020, (2) a quantitative vegetation monitoring event in Fall 2020, (3) annual color-infrared imagery collection for the study area and associated analysis, and (4) an analysis of groundwater, surface water and precipitation data collected in the 2020 WY. All data and information collected will be compiled, evaluated and presented in an annual HMP report prepared at the end of the 2020 WY as described in Task 5 below. Dudek will prepare a draft annual HMP report and submit to YVWD by December 15, 2020 for review.

#### SCOPE OF WORK

## Task 1 Spring Qualitative Monitoring

Qualitative monitoring will be conducted in May 2020 and include taking photographs at permanent photo-monitoring stations, recording an inventory of plant species within monitoring stations MS1 and MS3, and conducting a general, qualitative assessment of habitat conditions in the HMP study area. The MS2 site was cleared and graded in March 2018, which caused a significant loss of vegetation and destruction of three observation wells. The MS2 site is no longer a part of the monitoring program.

Subject: Proposal for WY 2019-2020 Habitat Monitoring Program Activities, Groundwater and Surface Water Data Assistance and Annual Report

### Task 2 Fall Vegetation Monitoring

While vegetation transect monitoring is proposed to be phased out under the revised HMP currently in preparation, Dudek recommends continuing the fall vegetation monitoring for MS1 and MS3 until the revised HMP has been reviewed and approved by the EPA and USFWS. Until that time, continuing the vegetation transect monitoring concurrently with the initial implementation of NDVI-based monitoring will allow the District to assess the effectiveness of the proposed remote monitoring methods.

Quantitative vegetation monitoring will be completed in September 2020 for the annual fall vegetation monitoring. The fall vegetation monitoring includes collecting 200 point-intercept data points along established permanent transects at monitoring stations MS1 and MS3, respectively. In addition to collecting point-intercept data to estimate vegetation cover and compiling an inventory of all plant species observed on site, the fall vegetation monitoring includes collecting photographs at permanent photo-monitoring stations at each monitoring site to document qualitative changes from year to year.

It typically takes one field day for a two-person team to complete the various vegetation monitoring activities at each site. For the 2020 fall vegetation monitoring, the two-person field team will consist of a Dudek biologist with expertise in plant identification and direct experience conducting fall vegetation monitoring under the HMP, and one staff person from the District. This will provide an opportunity for District staff to obtain in-field training on the HMP monitoring methods, with the goal of transitioning the completion of future HMP monitoring activities entirely to District staff.

## Task 3 Estimating Annual Riparian Density

The acquisition of aerial imagery and subsequent classification and analysis of riparian vegetation described in this task will only be required if the remote monitoring methods proposed under the revised HMP will not be implemented in the 2019-2020 monitoring year. If the remote monitoring methods proposed in the revised HMP are implemented in the 2019-2020 monitoring year, estimating the annual riparian density in accordance with the HMP will be conducted as part of the new remote monitoring protocol which would be completed under a separate scope of work, if approved.

This task covers acquiring and analyzing color-infrared (CIR) imagery to estimate the annual extent of riparian vegetation in the study area as required under the HMP. This task includes the collection of high resolution (0.5-foot pixel resolution) color-infrared aerial imagery of the HMP

11888 February 2020

Subject: Proposal for WY 2019-2020 Habitat Monitoring Program Activities, Groundwater and Surface Water Data Assistance and Annual Report

study area by Central Coast Aerial Mapping, Inc. The flight and imagery specifications will be identical to the 2018 and 2019 collections. The flight is scheduled to occur in September concurrent with the quantitative vegetation monitoring conducted at that time. Collection of high-resolution imagery and processing to provide precise ortho-rectification will ensure consistent application of semi-automated year-to-year imagery analysis.

Quantifying the acreage of riparian vegetation (i.e., riparian density) will be conducted by creating Normalized Difference Vegetation Index (NDVI) layers using available tools in ArcGIS. NDVI is a widely used spectral index based on the differential reflectance that plants exhibit for different parts of the solar radiation spectrum (Fu and Burgher 2015).

Dudek biologists will review the NDVI values and established thresholds for classifying and quantifying the extent of riparian vegetation. Using NDVI values and determining corresponding classifications is a more objective approach to analyzing aerial imagery limiting subjectivity associated with aerial interpretation by individual observers. Dudek uses the NDVI approach to reduce potential inter-annual and inter-observer variability inherent with on-screen interpretation of aerial imagery.

## Task 4 Groundwater and Surface Water Data Compilation and Analysis

This task includes compiling and analyzing groundwater level data recorded by dedicated pressure transducers at wells OW-1P, OW-3P, and OW-6A. Wells OW-2P, OW-4A, OW-4B, OW-5A, OW-5B and OW-6B were lost recently to major flooding following large rainfall events, or by grading activities by others that destroyed these wells. Historical information collected at these non-existent wells will be included in the analysis to provide historical context. Hydrographs depicting historical water levels at each existing well will be updated with the 2020 WY data along with daily precipitation data from nearby climatic data stations. This task also includes compiling and analyzing surface water data from YVWD and daily effluent discharges to San Timoteo Creek collected in 2020 WY.

All data will be compiled and organized to evaluate the potential effect of effluent discharge to shallow groundwater levels in the San Timoteo Creek corridor by comparing to baseline data collected since 2012. Included in this task are the costs to renew the annual cellular data plans and HydroVu service provided by In-Situ, Inc. for transmitting data from the individual remote telemetry systems installed at nine wells in the San Timoteo Creek corridor.

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#### Task 5 HMP Annual Report WY 2019-2020

This task includes preparing the 2020 WY annual monitoring report for the 2019-2020 water year from October 1, 2019 through September 30, 2020. The report will include an assessment of riparian habitat conditions based on photo-monitoring data collected in Spring 2020, quantitative vegetation monitoring data from Fall 2020, and quantifying riparian acreage using CIR imagery collected in Fall 2020. The report will describe the results of the monitoring relative to the adaptive management thresholds identified in the HMP. Observed changes in habitat conditions will be assessed and potential causes of the change will be described.

In addition, the report will document groundwater related information including water levels measured at the observation wells, precipitation data, and effluent discharge data. This section will include a synopsis of the water level data collected during the monitoring period and an analysis of water level fluctuations (both diurnal and seasonal) and possible influences by precipitation and stream flow resulting from storm water runoff or treated wastewater effluent discharges to San Timoteo Creek. The water levels at each location will be compared to the adaptive management thresholds established in the HMP.

Dudek will deliver a draft 2020 WY HMP report to YVWD to review and provide comments by December 20, 2020.

#### **COST SUMMARY**

All costs will be billed on a time and materials basis in accordance with our 2020 Standard Schedule of Charges, a copy of which is attached. The cost estimate for this contract amendment to complete Tasks 1-5 as listed in Table 1 below would be \$52,660.00. As noted above, Task 3 may not be required if estimating annual riparian density in the study area is completed as part of a separate scope of work.

**Table 1 Cost Estimate** 

Task No.	Task Description	Cost Estimate
1	Spring Qualitative Monitoring	\$2,040.00
2	Fall Vegetation Monitoring	\$4,480.00
3	Estimating Annual Riparian Density	\$5,760.00
4	Groundwater and Surface Water Data Compilation and Analysis	\$13,000.00
5	HMP Annual Report (WY 2019-2020)	\$27,380.00
	Total	\$52,660.00

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4

Subject: Proposal for WY 2019-2020 Habitat Monitoring Program Activities, Groundwater and Surface Water Data Assistance and Annual Report

Dudek appreciates the opportunity to continue working with the District. The total fee for providing services for the HMP program is \$52,660.

Should you have any questions, please do not hesitate to contact me. I can be reached at 760.479.4128.

Sincerely,

Steven Stuart, PE C79764

Project Manager/Hydrogeologist

att: 2020 Standard Schedule of Charges

#### DUDEK 2020 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES	<b>*******</b>		
Project Director			
Principal Engineer III		HYDROGEOLOGICAL SERVICES	
Principal Engineer II		Project Director	
Principal Engineer I		Principal Hydrogeologist/Engineer II	\$265.00/hr
Program Manager		Principal Hydrogeologist/Engineer I	\$250.00/hr
Senior Project Manager		Sr. Hydrogeologist IV/Engineer IV	\$235.00/hr
Project Manager		Sr. Hydrogeologist III/Engineer III	\$220.00/hr
Senior Engineer III		Sr. Hydrogeologist II/Engineer II	
Senior Engineer II		Sr. Hydrogeologist I/Engineer I	
Senior Engineer I		Hydrogeologist VI/Engineer VI	
Project Engineer IV/Technician IV	\$195.00/hr	Hydrogeologist V/Engineer V	
Project Engineer III/Technician III	\$185.00/hr	Hydrogeologist IV/Engineer IV	
Project Engineer II/Technician II	\$170.00/hr	Hydrogeologist III/Engineer III	
Project Engineer I/Technician I		Hydrogeologist II/Engineer II	
Senior Designer		Hydrogeologist I/Engineer I	
Designer		Technician	
Assistant Designer		reciliiciai	100.00/11
CADD Operator III			
CADD Operator II		D M	
CADD Operator I		DISTRICT MANAGEMENT & OPERATIONS	
CADD Operator 1		District General Manager	
CADD Tallel  CADD Technician		District Engineer	
		Operations Manager	
Project Coordinator		District Secretary/Accountant	\$120.00/hr
Engineering Assistant	\$115.00/hr	Collections System Manager	\$135.00/hr
		Grade V Operator	
		Grade IV Operator	
ENVIRONMENTAL SERVICES		Grade III Operator	
Project Director	\$245 NN/br	Grade II Operator	
Senior Specialist IV		Grade I Operator	
Senior Specialist III		Operator in Training	
Senior Specialist II		Collection Maintenance Worker II	
		Collection Maintenance Worker I	
Senior Specialist I		Collection Maintenance Worker I	\$65.00/11
Specialist V			
Specialist IV			
Specialist III		CREATIVE SERVICES	
Specialist II		3D Graphic Artist	\$180.00/hr
Specialist I	\$130.00/hr	Graphic Designer IV	
Analyst V	\$120.00/hr	Graphic Designer III	
Analyst IV	\$110.00/hr	Graphic Designer II	
Analyst III	\$100.00/hr	Graphic Designer I	
Analyst II	\$90.00/hr	Graphic Designer I	113.00/11
Analyst I	\$80.00/hr		
Technician V	\$100.00/hr	PUBLICATIONS SERVICES	
Technician IV			04.45.00#
Technician III		Technical Editor III	
Technician II		Technical Editor II	
Technician I		Technical Editor I	
Compliance Monitor		Publications Specialist III	
Compliance Monitor		Publications Specialist II	
		Publications Specialist I	\$85.00/hr
		Clerical Administration	\$90.00/hr
DATA MANAGEMENT SERVICES			
GIS Programmer I		Forensic Engineering - Court appearances, depositions, and	interrogatories as expert witness
GIS Specialist IV	\$160.00/hr	will be billed at 2.00 times normal rates.	
GIS Specialist III		Emergency and Holidays – Minimum charge of two hours will	be billed at 1.75 times the normal
GIS Specialist II		rate.  Material and Outside Services - Subcontractors, rental	of special equipment special
GIS Specialist I		reproductions and blueprinting, outside data processing and cor	
Data Analyst III		at 1.15 times the direct cost.	-
Data Analyst II		Travel Expenses - Mileage at current IRS allowable rates. F	er diem where overnight stay is
Data Analyst I		involved is charged at cost	
UAS Pilot		Invoices, Late Charges – All fees will be billed to Client month upon receipt. Invoices are delinquent if not paid within 30 days fi agrees to pay a monthly late charge equal to 1% per month of t	rom the date of the invoice. Client
CONSTRUCTION MANAGEMENT SERVICES		in full.  Annual Increases – Unless identified otherwise, these standard rate	s will increase 3% annually.
CONSTRUCTION MANAGEMENT SERVICES	\$405.00#	The rates listed above assume prevailing wage rates does not ap	poly. If this assumption is incorrect
Principal/Manager		Dudek reserves the right to adjust its rates accordingly.	
Senior Construction Manager			
Senior Project Manager			
Construction Manager			
Project Manager			
Resident Engineer			
Construction Engineer			
On-site Owner's Representative	\$140.00/hr		
Construction Inspector III	\$130 00/br		



 Construction Inspector III
 \$130.00/hr

 Construction Inspector II
 \$120.00/hr

 Construction Inspector I
 \$110.00/hr

 Prevailing Wage Inspector
 \$135.00/hr

Effective January 1, 2020



Date: March 10, 2020

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Overview of the Updated Personnel Manual for the Yucaipa Valley Water

District

The current version of the Personnel Manual was adopted by the Board on June 4, 2019 [DM 19-061]. Revisions and updates were made to the Personnel Manual to update insurance benefit amounts and dates as well as elimination of "days" instead referencing "hours" with many employees changing to the 10-hour workdays. The revisions and updates to the Personnel Manual were presented at the Board Workshop on February 11, 2020 [Workshop Memorandum 20-044]. District staff has now received responses from each employee group (General, Supervisory and Exempt) concurring with the changes. Attached is a draft version of the District's Personnel Manual.

Some of the changes to the Personnel Manual include:

- Medical, Dental, Vision calculations/language updated
- Various time off categories updated language
- Catastrophic Sick Leave updated language
- Paid Family Leave updated language

#### Financial Consideration:

There is no financial impact to the District by updating the Personnel Manual.



12770 Second Street, Yucaipa, California 92399

## **Personnel Manual**

June 4, 2019March 17. 2020

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## **NOTICE**

This Personnel Manual has been prepared to inform you of Yucaipa Valley Water District's employment practices and policies, as well as the benefits provided to you as a valued employee.

- The District, at its option, may change, delete, suspend or discontinue any part or all parts of
  the policies in this Personnel Manual at any time without prior notice as business, employment
  legislation, and economic conditions dictate. Copies of such changes shall be posted upon
  the District's regular bulletin boards and provided to employee unions and bargaining units
  within five (5) days of such change. Any such action shall apply to existing as well as to future
  employees.
- Employees shall not accrue eligibility for monetary or advanced leave benefits that they have not become eligible for through actual time worked.
- Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.
- No one other than the District's Board of Directors or General Manager may alter or modify any of the policies in this Personnel Manual. Any alteration or modification of the policies in this Personnel Manual must be in writing.
- No statement or promise by a supervisor, manager, or Board Member, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.
- Should any provision in this Personnel Manual be found to be unenforceable and invalid by a
  court or tribunal of competent jurisdiction, such finding does not invalidate the entire Personnel
  Manual, but only that particular provision.
- This Personnel Manual replaces (supersedes) any and all other or previous Personnel Manuals, or other policies whether written or oral.
- The most recent Memoranda of Understanding (MOU) for each bargaining units is attached as Appendices.

## INTRODUCTION

This personnel manual summarizes the major employee wages, benefits, procedures, services, and employment policies of the District. You are responsible for becoming familiar with its contents so that you will have a basic understanding of the District's programs and policies. You are responsible for knowledge of this manual's contents and are encouraged to direct any questions you may have as to the interpretation, implementation or application to your immediate supervisor, utilizing the chain-of-command.

Some divisions or departments within the District have additional policies and procedures that are necessary for their internal operations. It is also your responsibility to become familiar with those policies, procedures and practices. Additionally, sometimes a program or benefit applies to only one division or department and therefore may not be discussed here.

This manual is based on federal and state law, District Board ordinances or resolutions, administrative policies, or agreements with employee organizations, unions, and bargaining units, all of which may change. It summarizes those source documents; it does not amend or replace them. Consequently, the District reserves the right to amend, supplement or rescind any provisions of this manual. Additional or replacement pages will be provided as they are published and shall serve to cancel or supersede prior subjects within their scope.

Please feel free to offer suggestions for improving this manual to your supervisor.

#### Management Rights

The California Water Code provides that the General Manager shall have the full power and authority to employ and discharge all employees and assistants at pleasure, prescribe duties of employees and assistants, and fix and alter the compensation of employees and assistants. (Section 30580.)

In order to ensure that the District is able to efficiently carry out its functions and responsibilities as prescribed by law, the District has the exclusive right to manage and direct the District services and the work force performing such services. Therefore, the following matters are not subject to the meet and confer process:

- Determine the mission of each of its operations;
- Establish the merits, necessity or organization of any service or activity provided by law;
- Direct the work of the District employees;
- Set standards of service;
- Determine the overall responsibilities of employees assigned to carry out the various operations of the District;
- Take disciplinary action;
- Take all necessary action to carry out the functions of the District in emergency situations;
- Determine the methods, means and personnel by which operations are to be conducted;
- Determine the budget and organization of the District;
- Lay off employees because of lack of work or for other legitimate reasons;
- Determine the content of job classifications;
- Expand or diminish services;

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- Subcontract any work or operations that is not expressively contained in current job descriptions allocated to employee bargaining units;
- Determine the size and composition of the work force and determine work assignments;
- Establish and change work schedules and assignments;
- Establish the days and hours when employees shall work:
- Establish reasonable work and safety rules and regulations in order to maintain efficiency and economy desirable in the performance of District services;
- To hire, promote, demote, transfer, terminate, classify, and reasonably accommodate qualified employees within the District; and
- Take appropriate action it deems necessary in an emergency.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this manual and then only to the extent such specific and express terms are in conformance with law.

#### YVWD General Employee Bargaining Unit

The Board of Directors recognizes the International Brotherhood of Electrical Workers (IBEW), hereinafter referred to as the Union, as the exclusive bargaining body representing the general classification employees. The Union is the recognized group for exclusive rights to meet and confer on all matters pertaining to wages, benefits and working conditions for all regular employees of the District, exclusive of supervisory, management and confidential employees. Employees shall have the right to join or not to joint the Union.

#### YVWD Supervisory Bargaining Unit

The Board of Directors recognizes the Yucaipa Valley Water District Supervisory Bargaining Unit as the exclusive bargaining body representing the supervisory employees who are classified as supervisors.

#### YVWD Exempt Bargaining Unit

The Board of Directors recognizes the Yucaipa Valley Water District Exempt Bargaining Unit as the exclusive bargaining body representing the employees who are classified as exempt.

#### Confidential Employee Bargaining Unit

A "confidential employee" means an employee who is required to develop or present management positions with respect to meeting and conferring or whose duties normally require access to confidential information which contributes significantly to the development of such management position. Confidential employees shall be represented by the Supervisory Bargaining Unit.

#### **END OF SECTION**

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# YOU AND YOUR JOB

## SELECTION PROCEDURES

The District is confident that as a result of the mutual selection process undertaken, your employment will prove to be beneficial to the Yucaipa Valley Water District as well as yourself and we look forward to having you join us.

We carefully select our employees through written applications, job related testing, personal interviews and reference checks. After all available information was considered and evaluated; you were selected to become a member of our team!

This selection process helps the District find and employ people who are concerned with their own personal success and the success of YVWD; people who want to do a job well; people who can carry on their work with skill and ability; and people who are comfortable with YVWD and who can work well with our team.

- A. Employee Background Check The District conducts job-related background checks prior to hiring employees. A comprehensive background check may consist of prior employment verification, professional reference checks, criminal, education confirmation and/or driving record history. As appropriate, a credit check, may have also been obtained.
- B. Credit Investigation Following the requirements imposed by the Federal-Truth-In-Lending and the Fair Credit Reporting Acts (a federal statute that regulates the activities of consumer reporting agencies and users of credit reports, and protects consumers from invasions of privacy by placing certain restrictions on persons who may use or disseminate credit information about consumers) the District may conduct a pre-employment credit check, generally for those applicants for positions that involve financial responsibility. Your employment with the District may be conditional upon our review of the information in the credit check. The District reserves the right to conduct this credit check at any time after you have been employed. Employees are entitled to certain legal rights to discover and to dispute or explain any information prepared by the credit checking company.
- C. Criminal Records As part of the District's zero-tolerance Violence in the Workplace Policy, YVWD will conduct a pre-employment criminal check on all applicants. The criminal record is checked to protect the District's interest and that of its employees and customers.
- D. Driver's License and Driving Record Employees whose work requires the operation of a motor vehicle (and employees who may drive District vehicles) must present and maintain a valid and appropriate driver's license and a driving record acceptable to our insurer. To be eligible to drive District vehicles, employees will be required to provide the District with an annual authorization for the release of driver record information consistent with the DMV Employee Pull Notice Program. The District will receive regular updates of your driving record directly from the California Department of Motor Vehicles. Any changes in your driving record must be reported to your supervisor immediately. Failure to do so may result in disciplinary action, up to and including termination.

E. Health Examinations – Upon extension of a conditional offer of employment, the District reserves the right to require an employee's participation in a health examination to determine the employee's ability for performing his or her essential job functions. The District shall pay for all pre-employment health exams.

# Physical Examinations and Fitness for Duty

The District retains the right to employ and retain persons who have physical and mental health consistent with the bona fide requirements of the position to be filled. It is further the policy of the District not to discriminate against applicants or candidates for employment because of physical or mental disabilities or medical conditions, when such disabilities can be reasonably accommodated.

- Successful candidates for initial employment, employees promoted, and employees rehired
  after a layoff will be required to successfully pass a physical examination prescribed by the
  District to ascertain if the physical or mental requirements of the position may be
  accomplished with or without reasonable accommodation.
- All physical examinations prescribed by the District shall be performed by a licensed physician approved and paid for by the District.
- In order to determine if job performance is impaired, the General Manager may require an
  employee to undergo a physical or behavioral examination at any time, with the examination
  paid for by the District. Upon reasonable suspicion, this examination may include drug and
  alcohol testing.

# Fair and Equal Employment

It is the District's policy to employ, retain, promote, terminate and otherwise treat any and all employees and job applicants on the basis of merit, qualification and competence. This policy shall be applied without regard to an individual's race, religious creed (including religious dress and grooming practices), color, national origin, ancestry, citizenship, U.S. veteran's status, mental or physical disability, medical condition, genetic information, age, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity, gender expression, or another other status protected by state or federal law. Consideration for such personnel transactions shall be based upon a bona fide occupational qualification, business necessity, and applicable security regulations.

# Annual Evaluations

All employees (other than new employees serving their probationary period) shall receive annual evaluations during March of each calendar year completed by the employees' immediate supervisor and reviewed by the Department Manager prior to submittal to the General Manager.

#### New Employees

The first day of employment shall be considered the employee's "Hire Date" for calculations of employment seniority and benefit calculations. The "Anniversary Date" shall be the later of the "Hire Date" or the first day following a promotion for purposes of salary administration and benefit calculations. All new employees shall have their starting salary placed within the range assigned for their classification and shall be subject to a minimum one-year introductory period beginning

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on the first day of employment. If necessary, the District may extend an employee's probation period for up to three more months (for a total of 15 months) for reasons of performance deficiency.

After completing the initial probationary period, an employee shall be promoted to permanent status and the employee shall be eligible for regular merit increases consistent with the other members of their bargaining group.

## **Promotions & Demotions**

A promotion is defined as a regular change in an assigned position which encompasses a significant change in skill level, responsibility, authority and/or accountability. When an employee is promoted, he/she shall be placed upon the schedule in a new range in such a manner as to reflect a minimum 5% increase, independent of merit considerations. A promotion/demotion to a new range in the District's salary schedule shall be at the discretion and approval of the General Manager.

An existing employee being placed in a new classification as a result of a promotion shall be subject to a six-month (1040 hours of paid status) introductory period beginning at the first day of the pay period in the newly assigned classification. This date shall then be established as the employee's new Anniversary Date. In the event of an unsuccessful completion of the introductory period, as the result of a promotion, the employee shall then be returned to the range, salary, and classification previously occupied, and the "Anniversary Date" shall remain as it was prior to the promotion/demotion. In the event of an unsuccessful introductory period as a result of a demotion, additional disciplinary proceedings may be initiated.

Following the successful completion of the introductory period, the promoted/demoted employee shall receive notice stating the successful completion of the introductory period.

# Reclassification of Employees

The General Manager shall make periodic studies of the classification of District staff and reclassify employees to a more appropriate classification. If an occupied position is reclassified the incumbent shall be affected as follows:

- A. <u>To a Lower Classification</u>. When a position is reallocated to a lower classification, the incumbent is transferred to a vacant position in the lower classification. If the incumbent's current salary is greater than the range maximum (not bonus maximum) of the lower classification, the employee will be Y-rated at his/her current salary until the salary of the lower classification is at or above the incumbent's current salary.
- B. <u>To a Different Classification With the Same Salary Range</u>. When a position is reallocated to a different classification with the same salary range, the incumbent shall be granted the same status in the new classification as was held in the other classification and shall be paid at the same within the range.
- C. <u>To a Higher Classification</u>. When a position is reclassified to a classification with a higher salary range, the incumbent is moved into the higher classification with the position, except in the circumstances prescribed below.

- 1. If the reclassification is based on duties and responsibilities that are substantially different in nature from the position's current classification or are not a natural progression or expansion of the current classification, then the position must be filled through a competitive selection process. If the incumbent is not successful in this recruitment process, she/he would be assigned to any vacant position in a comparable or lower class for which the employee meets the minimum qualifications or would be laid off per the provisions of District policy.
- 2. In the situation described above, the incumbent may be granted temporary status in the higher-level classification until the selection process is completed.
- D. <u>Introductory Period Following Reclassification</u>. If an employee in the introductory period is reclassified, the employee must serve the remainder of the introductory period to attain permanent status. Employees of permanent status will not be placed in an introductory period following reclassification.

# Classifications of Employment

A. Exempt and Non-Exempt Employees

All employee positions are defined as exempt or non-exempt in accordance with the provisions of the Fair Labor Standards Act (FLSA).

Non-exempt employees are covered by the overtime pay and other provisions as described in this manual and entitled to pay or compensatory time off calculated at the rate of 1-1/2 times for work performed over 40 hours within the defined workweek.

Exempt employees are ineligible for overtime pay and other employment conditions. Generally, those employees occupy executive, administrative or professional positions, and serve at the pleasure of the General Manager.

Exempt employees are not compensated on an hourly basis and leave usage is on a half-day basis. Based on the regulations provided by the Internal Revenue Service, the members of the Board of Directors shall be considered exempt employees and shall not be entitled to the overtime provisions contained herein.

B. Introductory Period and Evaluations for New Employees

All new employees shall have their starting salary placed within the range assigned for their classification and shall be subject to a minimum one-year introductory period beginning on the first day of employment. If necessary, the District may extend an employee's introductory period for up to three more months (for a total of 15 months) for reasons of performance deficiency. An introductory employee may be terminated by the District without advance notice and without cause. A written evaluation and confirmation of satisfactory completion of the introductory period must be completed by the supervisor and approved by the General Manager for the employee to gain regular status. Employees failing to successfully complete their one-year introductory period will be relieved of their duties.

Introductory employees shall be subject to a minimum of 4 evaluations during their one-year introductory period, generally provided on a quarterly basis.

Introductory employees are not eligible to use vacation (but may be eligible to use Family Leave if all guideline and requirements are achieved). During the introductory period, new employees may use regular sick leave or bereavement leave and will be paid for holidays in accordance with the provisions of this Manual and the laws of the State of California.

After completing their initial probationary period, new employees shall be promoted to permanent status and the new employees shall be eligible for merit increases.

## C. Introductory Period for Promoted, Reassigned or Reclassified Employees

The assignment or reassignment of ranges and classifications within the applicable Salary Schedule resulting from appointments, reclassifications, promotions or demotions, will be at the discretion and approval of the General Manager.

An existing employee being placed in a new classification (promotions or demotions) shall be subject to a six-month introductory period beginning at the first day in the newly assigned classification. This date shall then be established as the employee's new Anniversary Date. In the event of an unsuccessful completion of the introductory period, as the result of a promotion, the employee shall then be, if feasible, returned to the position, range and salary previously occupied, and the Anniversary Date shall remain as it was prior to the promotion. In the event of an unsuccessful introductory period as a result of a demotion, additional disciplinary proceedings may be initiated.

Following the successful completion of the introductory period, the promoted, reclassified, or reassigned employee shall receive notice stating the successful completion of the introductory period.

#### D. Regular Full-Time Employee

A regular full-time employee is defined as an individual who has satisfactorily completed the introductory period and works a minimum of 40 hours per week on a continuous basis. An employee in this status is eligible for all employee benefits provided by the District.

#### E. Regular Part-Time Employee

A regular part-time employee is defined as an individual who regularly works less than 40 hours per week on a continuous basis, or less than 1,000 hours per year. An employee in this category is ineligible for employee benefits.

# F. Intern Employee

An intern employee is defined as an individual who works on a periodic basis, within a limited scope or duration. An employee in this category is ineligible for employee benefits. However, per CalPERS Membership Eligibility, when a part-time employee works 1,000 hours in a fiscal year, membership into the PERS retirement system becomes effective no later than the first day of the next period after the completion of 1,000 hours or 125 days in a fiscal year. The intern employee will pay the employee portion of the retirement and the District will pay the employer share just as with full time, regular employees.

Safety equipment including work boots will be provided as listed in "Rules and Regulations/Work Boots."

## G. Temporary Employee

A temporary employee is defined as an individual who works on a periodic basis, within a limited scope or duration. An employee in this category is ineligible for employee benefits. Safety equipment including work books will be provided as listed in "Rules and Regulations/Work Boots."

#### Transfer and Promotion Policy

Any employee involved in a promotion, or movement, to another classification or transfer to another department shall serve a 6-month introductory period during which time a determination will be made regarding the employee's ability to perform the duties and assume the responsibilities of the new position. If it is determined at any time during the introductory period that the employee is not satisfactorily performing the duties of the new position, the employee may be returned to the position previously held, in keeping within business necessity.

## Policy Against Harassment in the Workplace

The District is committed to a policy of equal employment opportunity for all applicants and employees and to providing a work environment that is free of unlawful discrimination. In keeping with this commitment, the District maintains a policy prohibiting unlawful harassment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. This policy applies to all employees, applicants, unpaid interns or volunteers, or any other person providing services pursuant to a contract with the District. Harassment includes, but is not limited to the following:

#### A. Verbal Harassment

Examples of verbal harassment include, but are not limited to, epithets, derogatory comments or slurs based upon race, religious creed, color, national origin, ancestry, physical condition, mental disability, medical condition, marital status, sex (including sexual preference), age, political opinion or affiliation.

## B. Physical Harassment

Examples of physical harassment include, but are not limited to, assault, touching, impeding or blocking movement or any physical interference with normal work or movement when directed at an individual based upon race, religious creed, color, national origin, ancestry, physical condition, mental disability, medical condition, marital status, sex (including sexual preference), age, political opinion or affiliation.

## C. Visual Forms of Harassment

Examples of visual forms of harassment include, but are not limited to, derogatory posters, cartoons or drawings (directed at an individual or present in the work area) based upon race,

religious creed, color, national origin, ancestry, physical condition, mental disability, medical condition, marital status, sex (including sexual preference), age, political opinion or affiliation.

#### D. Sexual Harassment

Examples of sexual harassment include, but are not limited to, any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for decisions affecting that individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

#### E. Resolution Procedure

An employee who believes he or she has been harassed by a co-worker, supervisor, Board member, or an agent of the District, should promptly report the facts of the incident or incidents to the General Manager or the President of the Board of Directors if the complaint is against the General Manager. An employee also has the right to file a complaint to the California Department of Fair Employment and Housing, or the Equal Employment Opportunity Commission. Upon receipt of a harassment complaint, the General Manager or the President of the Board of Directors, as appropriate, shall take prompt action to conduct an impartial and timely investigation to determine whether harassment has taken place and/or is presently taking place. The investigation will be kept confidential to the extent possible, consistent with the District's need to effectively investigate the complaint. Where found appropriate, actions shall be taken to effectively stop such behavior where it does exist. Any person who is found to condone, participate, or initiate such harassment will be disciplined, in the form of written warning, demotion, suspension or termination. No employee will be disciplined or otherwise retaliated against for initiating a good faith harassment complaint or participating in an investigation regarding a harassment complaint.

# F. Disciplinary Procedure

The disciplinary action taken with respect to each violation of this policy will be determined in conjunction with the seriousness of the particular offense.

- In the event that a thorough investigation of an alleged incident of harassment reveals that an employee has not engaged in any actions or conduct constituting harassment, management will inform both the employee and the complaining party that a thorough investigation has been conducted and that there exist no grounds or basis to substantiate the alleged harassment.
- 2. In the event that a thorough investigation of an alleged incident of harassment reveals that an employee has engaged in actions or conduct constituting harassment, progressive disciplinary action will be taken up to and including termination depending upon the seriousness of the violation. Disciplinary actions may range from written warnings, suspensions, demotion, discharge, etc., or a combination of actions.
- 3. In any case where an investigation has revealed that an employee has engaged in either egregious or repeated acts of harassment, the employee may be subject to immediate termination.

The General Manager will document all matters related to complaints of alleged harassment, including contents of meetings, interviews, results of investigations, and all other actions attendant to the allegation. ALL documentation must be maintained for all charges, substantiated or unsubstantiated, in CONFIDENTIAL, SEALED FILES, at the District office or in the offices of its investigative agent.

Following an investigation and the completion of appropriate corrective measures, management will advise the complaining party that a thorough investigation has been conducted and that appropriate corrective action has been taken by management.

## Discrimination

Equitable access to programs, services and activities of the District shall be provided to qualified disabled persons, consistent with the concepts of reasonable accommodation and of business necessity.

There shall be no discrimination on the part of the District or the Employee's Association because of the race, ancestry, medical condition, genetic information, marital status, gender, gender identity, gender expression, creed, color, sex (including sexual orientation), age, national origin or political or religious belief, physical/mental condition, or military or veteran status of any employee or applicant. Sensitivity training is available for all departments and can be scheduled through Administration.

**END OF SECTION** 

# **MONEY MATTERS**

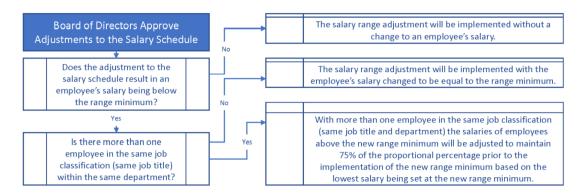
# Pay Periods

Pay periods in the District are 2 weeks in duration and end each alternate Sunday at 12 midnight. Payment for each pay period is made on the Friday following the end of each pay period. The amount payable is determined by multiplying the monthly salary times 12 and dividing by 26.

Hours worked in excess of 40 hours each week are compensated in accordance with the District's overtime policy for non-exempt employees.

#### Salaries

The salaries of all regular employees are established and approved by the Board of Directors. A copy of the most recently adopted salary schedule is included in this manual.



# Mandatory Deductions from Paycheck

The District is required by law to make certain deductions from your paycheck each time payroll is prepared. Among these are your federal, state income taxes, California State Disability Insurance (EDSDI), and your contribution to Social Security (FICA and Medicare) as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 form regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 form from the payroll representative immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be itemized on your check stub whenever the District is ordered to make such deductions.

#### Automatic Payroll Deposit

All new employees will be enrolled in the District's automatic payroll deposit program. Automatic Payroll Deposit is the automatic deposit of your pay into the financial institution account(s) of your choice. Each employee can arrange to have up to three different automatic deposits debited from their payroll check. Contact the District's payroll representative for details and the necessary authorization forms.

## Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, notify the payroll representative immediately. Undue delay in notification may impede the making of an adjustment. The District's payroll representative will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

#### Overtime

All overtime work must be authorized in advance of work by the employee's supervisor. All hours worked by a non-exempt employee in excess of 40 hours in the designated workweek shall be classified as overtime hours and will be compensated at one and one-half times the employee's regular rate of pay. Paid leave hours, with the exception of sick leave, will be included in the calculation for determination of a 40-hour workweek. Benefits are based upon a 40-hour work week, and overtime hours will not change or otherwise modify benefits or benefit accrual rates.

Unless indicated by the employee and approved by the supervisor at the time the overtime hours are worked, all overtime hours earned will be automatically paid in the next pay period. All overtime hours earned in excess of the 40 hours will be automatically paid in the next pay period. Hours physically worked in excess of 8 hours per day (or 10 hours per day) shall be paid at 1-1/2 times the employee's regular rate of pay.

Non-exempt employees accruing in excess hours of the standard workweek may, at the discretion of their supervisor, exchange such accrued excess hours in the form of compensatory time -- that is time off with pay. Employees shall log such excess hours with their supervisor. Such compensatory time may be used subject to the needs of the District at a 1-1/2 rate per one hour of overtime worked, not to exceed an accrual of 80 hours of compensatory time without the permission of the General Manager.

Non-exempt employees can accrue up to a maximum of 80 hours of compensatory time per year after which it shall be automatically paid as specified above. The calculation of the annual period shall begin on November 1<sup>st</sup> of each year and end on October 31<sup>st</sup>. Any unused accrued compensatory time on October 31<sup>st</sup> shall be paid on or before November 30<sup>th</sup> at the employees' current rate of pay.

An employee can use compensatory time off where: (1) the employee voluntarily requests the time off in writing; (2) such time is used during regular work hours; and (3) the employee's supervisor approves the request for time off;

#### Salary Review Policy

Job descriptions have been prepared which define typical duties (essential and marginal) that an employee is expected to perform in each classification. They are not intended to limit the work which may be performed as other tasks may be assigned that are similar to but not exactly as that task an employee is normally expected to do. Departmental duty statements may further define work requirements. Additionally, since the District work force is limited, extenuating circumstances may dictate an employee's performance on occasion in new endeavors, owing to emergencies, or efficient use of existing work force.

All positions in the service of the District are evaluated according to their relative worth. Positions that are similar in type of work, level of difficulty, and level of responsibility are grouped together in the same class. All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The General Manager and supervisors will review job duties periodically to determine if a position has changed substantially. Should such a change occur, the position will be re-evaluated and may be reclassified accordingly.

Periodically the District may conduct a salary and classification study to assure comparability within the industry.

## Performance Evaluations

All employees' work performance shall be subject to supervisory review at any time with a formal evaluation at least once each year, according to a schedule established by the General Manager. Currently, annual evaluations for all regular employees shall be completed during March of each year.

#### Merit Increases

Employees become eligible for merit salary increase consideration until they reach the top of their respective salary range (Control Point). Each employee is able to receive a merit increase within their individual classification range, which extends from 80% minimum to 100% (Control Point), with an additional 5% for exceptional performance.

The merit salary increases shall be established at 0% to 6%. In accordance with established negotiated practice, evaluations will be completed in March of each contract year and any merit increases based thereon shall be effective April 1<sup>st</sup> of each contract year.

#### Holiday Pay

For the purpose of this article, holidays are those days designated in the "Time Off" section of this manual. Any employee required to work on a recognized holiday shall receive payment for hours actually worked at a rate of 1-1/2 times the employees' regular rate of pay plus 8 or 10 hours (as determined by their regular schedule) holiday pay at straight time (as determined by their regular schedule). If a holiday occurs on the employee's scheduled day off, that day is still considered to be a day off, and the employee receives the accrued holiday leave (at straight time) as part of their

leave balances. Employees are not entitled to holiday pay if they extend a holiday by an unexcused absence on the last regular day before or the next regular workday after a holiday at your supervisor's discretion. All holiday leave accrued must be approved and utilized by December 31st of the same year.

An employee on a non-paid status the day before and/or after a holiday(s) shall not be entitled to holiday compensation.

Employees on an approved medical or temporary military training leave of absence or on leave for a job-related injury or occupational disease shall be paid holiday pay as provided above. Employees on jury duty shall be paid holiday pay as provided above for a holiday observed during the period of jury duty service. Employees on other types of leave shall not be eligible for holiday pay during the duration of their leave of absence.

# Standby Duty

## A. General Regulations

Standby duty is an assignment of responsibility that includes routine computerized monitoring and requires individuals to remain available by telephone or District communications equipment to respond rapidly (in keeping with departmental standards) to emergency calls after the regular workday, on holidays, and on weekends.

The assignment is of 24 hours duration, normally from 12 noon to 12 noon Tuesday through Friday. The weekend assignment is from 12 noon Friday to 12 noon Tuesday. The supervisor will establish the work schedule for each employee assigned the duty and may grant exchanges or waiver of duty for documented justifiable reason. Employees so assigned are authorized to use the duty truck provided by the District only for District business.

Field employees subject to be assigned this duty are those within their department who meet the following minimum certification requirements as listed below unless otherwise authorized by the General Manager.

- Public Works Water Distribution Certification D3 and Collection System Certification – Grade 1
- Water Treatment Water Treatment Certification T3
- Sewer Treatment Wastewater Operator Certification Grade III

In the event a standby duty truck is not available to be driven home, the personnel on standby will not be eligible for mileage reimbursement to and from the District. The costs associated with personal vehicle expenses and telephone expenses, as well as other related costs, are included in the standby rate of pay.

## B. Pay Regulations

The base rate for standby duty shall be equal to the hourly rate of pay of the employee on call pursuant to the table below.

Description	Rate of Pay Information	
Water and Sewer Operations Departments	Three regular hours daily, which includes 1 hour of computer monitoring and process adjustments. Additional computer monitoring will only be paid with prior approval from a Supervisor.	
Public Works and Environmental Control Departments	Two hours daily, which includes 1 hour of computer monitoring and process adjustments. Additional monitoring will only be paid with prior approval from a Supervisor.	
Employee Scheduled Non-Workday	Four hours daily, which includes 1-1/2 hours of computer monitoring and process adjustments. Additional monitoring will only be paid with prior approval from a Supervisor.	
Emergency Call Response	Extra compensation in the event assigned employee responds to a call shall be 1-1/2 times the employee's regular hourly rate for time worked in response to a call, with a minimum of 1/2 hour.	

## Class A Driver's License Bonus

District employees that possess a commercial Class A driver's license shall receive an annual bonus payment of \$750 in January of each calendar year for maintaining their Class A driver's license endorsement for the remainder of the calendar year.

#### Backflow and Cross-Connection Certifications Bonus

District employees that possess the following four certifications shall receive an annual bonus payment of \$1,250 in January of each calendar year for maintaining the following four certifications:

- Cross-Connection Specialist Certification AWWA
- Backflow Tester Certification AWWA
- Backflow Tester Certification Riverside County Department of Environmental Health
- Backflow Tester Certification San Bernardino County Department of Environmental Health

#### 10-Hour Workday

The 10-hour workday policy (40-hour work week, 80-hour pay period) applies to District employees based on achieving the following:

- All operational requirements of the District are met;
- Service to the customer must be maintained or enhanced;
- Costs to the District will not be increased;
- Each department must be covered during the normal business hours during the five-day workweek (Monday-Friday);
- The 10-hour workday schedule will not diminish the ability of the District to assign responsibility and accountability to individual employees for the provision of services and performance of their duties.

For holidays, the following policies will be followed:

- A full-time employee who is relieved from working on a day designated as a holiday is entitled to basic pay for 10 hours.
- If a holiday occurs on the employee's regularly scheduled day off, the employee receives the accrued holiday leave as part of their leave balances.

When an employee is required to work on the employee's scheduled day off or beyond the 10-hour workday, normal overtime provisions shall apply.

In training and/or travel instances, supervisors must ensure that employees complete their 80-hour workweek requirement. This may require employees to revert to a temporary workday schedule for that period of time – at the supervisor's discretion.

The District provisions related to earning sick, vacation leave, and other types of leaves have as a frame of reference the 8-hour day with the result that the provisions are stated in terms of "days". Such references to day or workday (or to multiples or parts thereof) shall be considered to be references to 8 hours. The implementation of a compressed work schedule is not intended to either decrease or increase any employees existing entitlement to leave or creditable service for retirement purposes.

## 8/6 Work Schedule

Upon approval by the General Manager, an employee may be required to work a basic schedule of eight, 10-hour days within an 80-hour biweekly work period consistent with District payroll cycle. Time off during an employee's basic work requirement must be charged to the appropriate leave category (such as vacation, sick leave, compensatory, etc.) according to the work schedule; 10 hours leave for a 10-hour workday.

#### Schedule/Schedule Change

The District Main Office is open Monday through Friday 8:00 a.m. – 5:00 p.m.

- Administration/Office Employees: -
- •
- Employees will be scheduled to work a 10-hour workday on either a Monday-Thursday schedule or a Tuesday-Friday schedule with a 30-minute lunch, ensuring there is sufficient coverage Monday-Friday at the discretion of the General Manager. Administration/Office

employees have the option of an 8-hour workday schedule Monday-Friday with a 30-minute lunch.

- Public Works Employees The majority of employees work a 10-hour workday, on a Monday-Thursday with a 30-minute lunch. There will be a portion of the Public Works staff scheduled to work a 10-hour workday on a Tuesday-Friday schedule with a 30-minute lunch to ensure sufficient coverage Monday-Friday at the discretion of the General Manager.
- Integrated Operations Employees ÷
- The District intends to maintain eight (8) Integrated Operators scheduled on the 8/6 schedule.
   This is a 10-hour workday with a 30-minute lunch period.

•

All other Operators work a 10-hour workday, on either a Monday – Thursday or Tuesday –
Friday schedule with a 30-minute lunch, ensuring there is sufficient coverage SundaySaturday at the discretion of the General Manager.

#### **Emergency Appointments**

Generally, due to unforeseen circumstances, there may be times when employees are required to substantially fulfill the work responsibilities associated with individuals in higher classifications. The General Manager will make the determination of when such a condition exists.

When an emergency appointment is necessitated, the employee(s) who are involved will be appointed to a higher classification and may be compensated as follows:

- A. Their rate of pay may remain unchanged during the first 60 working days of such an assignment.
- B. After 60 continuous days of such temporary assignment, they shall be paid at the minimum wage level of the higher classification or at a rate 5 percent greater than their current rate, whichever is more.
- C. In no case shall employees be paid at a rate in excess of the Control Point of the salary range for the position to which they are temporarily assigned.
- D. There is no change in the employee's Anniversary Date as a result of the appointment.

#### **Director Fees**

The members of the Board of Directors shall be compensated at a rate specified by Resolution per meeting for a maximum of ten meetings per month. Each Director shall be responsible for submitting a summary of his or her monthly meetings on a District provided form by the fifth day of the following month. Once received by the District, the meeting form will be processed for payment. Directors are paid once per month, on the first regular payroll check processed each month.

**END OF SECTION** 

# **BENEFITS AND RETIREMENT**

## Medical, Dental and Vision Insurance

The District contributes a fixed amount per employee per month per bargaining unit MOA. This amount is to be used toward employee premiums for medical, dental and vision insurance. All employees shall be required to maintain a minimum level of medical insurance for the employee through the District's current medical plan. A spouse and other family members shall be covered under the District's medical plan at the option of the employee with changes only made during open enrollment or at other times allowed by the District's medical plan in effect at the time. Any excess of District fixed contribution shall be applied to individual deferred compensation. Premiums requiring payment of more than the fixed amount are the responsibility of the employee.

The medical, dental and vision benefits, including but not limited to eligibility, scope of coverage and limits of reimbursement, are subject to change in keeping with carrier policies, market conditions, negotiations and business necessity.

## Medical Insurance Premiums

A. General Employees: The District shall contribute a monthly amount equal to the average (except for Health Net Salud y Mas) of the single employee, employee plus spouse, employee plus family plans [DM 18-024]. Below are the premiums for the 204920 calendar year:

201920 Calendar Year Health Benefit			
Contribution – General Employees			
Single	\$ <del>675</del> 706		
Employee +1	\$ 1, <del>350</del> <u>412</u>		
Family	\$ 1, <del>755</del> <u>836</u>		

B. Supervisory Employees: The District shall contribute an equal financial contribution utilizing a factor of 1.30 applied to the average premium of medical providers except for Health Net Salud y Mas [DM 18-025]. Below are the premiums for the 204920 calendar year:

201920 Calendar Year Health Benefit Contribution – Supervisory Employees			
Single	\$ 1, <del>638</del> <u>714</u>		
Employee +1	\$ 1, <del>638</del> <u>714</u>		
Family	\$ 1, <del>638<u>714</u></del>		

C. Exempt Employees: The District shall contribute a monthly amount equal to the average (except for Health Net Salud y Mas) of the single employee, employee plus spouse, employee plus family plans [DM 18-123]. Below are the premiums for the 201920 calendar year:

2019 <u>20</u> Calendar Year Health Benefit			
Contribution – Exempt Employees			
Single	\$ 675 <u>706</u>		
Employee +1	\$ 1, <del>350</del> <u>412</u>		
Family	\$ 1, <del>755<u>836</u></del>		

#### **Dental Insurance Premiums**

A. General, Supervisory and Exempt Employees: The District shall contribute a monthly amount equal to the average of the single employee, two-party employee, family employee plans. Below are the premiums for the 2019 calendar year effective April 1, 2020:

201 <mark>920</mark> Calendar Year Dental Benefit Contribution – All Employees		
Single	\$ <u>3540</u>	
Two-Party	\$ <del>71</del> 76	
Family	\$ <del>92</del> 105	

## Group Disability Plan

The District provides all regular full-time employees a fully paid disability insurance plan for extended illness or disability. The benefits provided under the group coverage purchased by the District include a short-term plan provided through the State of California's S.D.I. program (Employees should consult the California State Disability Insurance brochure for details and conditions of coverage), and a long term private insurance plan providing 66-2/3% of salary (maximum benefit \$3,333/month) beginning after one year of disability and continuing to age 65. As with all benefits, this is subject to change/modification.

## Group Life Insurance

The District maintains in full force and effect term life insurance coverage on all active, regular full-time employees only; this plan does not cover retirees or inactive employees.

A District paid \$65,000 life insurance policy exists with Nippon Insurance Company for employees, \$10,000 for spouses and \$5,000 for dependents. The following rules apply for dependent coverage:

- A dependent child up to the age of 21;
- A dependent child up to the age of 23 who is a regular full-time student at an accredited education institution; and
- No coverage is provided if (1) the dependent child/spouse is a full-time member of the armed forces of any country; (2) the dependent child is married; and (3) the dependent spouse becomes divorced from you.

#### **Group Vision Plan**

The District makes available a vision care plan with the premium for such insurance due payable by each employee unless there is sufficient unused allowance available from the District's medical, dental and vision contribution.

## Retirement Plan

The District has a Retirement Plan through the Public Employees' Retirement System (PERS) to provide eligible employees (those who have completed sufficient service) with a monthly pension

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benefit upon retirement. All regular full-time employees are eligible to participate in the Retirement Plan. Participation in the Plan begins on your date of hire.

Classic PERS unit members shall be responsible for paying the employee portion of the PERS retirement contribution (currently 7%), effective February 26, 2018 [DM 18-024, DM 18-025 and DM 18-026].

Consistent with the Public Employees' Pension Reform Act of 2013, new members entering the Public Employees' Retirement System after January 1, 2013, shall contribute 8% of his/her gross salary to pay for the retirement benefits offered by PERS. A new member includes: (1) a new hire who is brought into PERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system; (2) a new hire who is brought into PERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system; or (3) a member who established PERS membership prior to January 1, 2013, and who is hired by a different PERS employer after January 1, 2013, after a break in service of greater than six months.

Upon retirement or death, the District will pay up to 100% of the accrued sick leave to the employee or the employee's beneficiary depending on the years of service based on the following schedule:

Number of Years of Continuous Service to the District	Amount of Sick Leave Paid to Employee (or Beneficiary upon death of employee)
Up to Ten (10) Years	50%
Ten (10) to Fifteen (15) Years	60%
Fifteen (15) to Twenty (20) Years	70%
Twenty (20) to Twenty-Five (25) Years	80%
Twenty-Five (25) to Thirty (30) Years	90%
Thirty Years (30) or Greater	100%

Retirement shall be generally defined as a separation from District service, as governed by the contracts between the Board of Directors and the Board of Administration of the Public Employees Retirement System, by virtue of the employee's/retiree's actual or pending receipt of a regular retirement annuity.

#### Retirement Health Coverage

The District pays retired employee's medical premium until the age of 65 with the requirement that the employee is vested with 10 years of regular, uninterrupted service and is at least 55 years of age at retirement. Employees retiring to a location not honoring the District's current plan shall receive the equivalent dollar amount of the "Employee only" premium for use toward an employee selected health plan.

This retirement health coverage will not be available for employees hired after July 1, 1999 [DM 99-008].

## Flexible Spending Accounts

The Yucaipa Valley Water District offers Flexible Spending Accounts (FSA) to set up through a cafeteria plan. An FSA allows an employee to set aside a portion of earnings to pay for qualified

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expenses as established in the cafeteria plan, most commonly for medical expenses but often for dependent care or other expenses. Money deducted from an employee's pay into an FSA is not subject to payroll taxes, resulting in payroll tax savings. One significant disadvantage to using an FSA is that funds not used by the end of the plan year are lost to the employee, known as the "use it or lose it" rule.

## AFLAC Supplemental Plans

The Yucaipa Valley Water District offers AFLAC Supplemental Plans which provide a full range of worksite services and payroll-deducted insurance policies offered on a voluntary basis. AFLAC offers policies that are pre-tax eligible and are portable and guaranteed-renewable.

## **COBRA Benefits**

Under Federal law, known as the Consolidated Omnibus Reconciliation Act of 1985 (COBRA), most employers sponsoring group health plans ("Plan") are required to offer employees and their eligible dependents the opportunity for temporary extension of health coverage (called "continuous coverage") at group rates in certain instances where coverage under the plan would otherwise end. This portion of the Personnel Manual is intended to inform you in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. Both you and your dependents should take the time to read this portion of the Personnel Manual carefully.

If you are an employee covered by the District health insurance plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following reasons:

- The hours of your employment were reduced; or
- Your employment with the District ends for any reason other than your gross misconduct.

If you are a spouse of an employee covered by the District health insurance plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following reasons:

- The death of your spouse;
- A termination of your spouse's employment with the District for any reason other than gross misconduct;
- Spouse's reduction in hours of employment with the District;
- Spouse's change to a non-benefits eligible position;
- Divorce or legal separation from your spouse; or,
- Your spouse becomes entitled to Medicare.

If you are a dependent child of an employee covered by the District's health plan, you have the right to continuation coverage if group health coverage under the District plan is lost for any of the following reasons:

- The death of the parent;
- The termination of the parent's employment with the District for any reason other than gross misconduct;
- Parent's reduction in hours of employment with the District;
- Parent's change to a non-benefits eligible position;

- Parent's divorce or legal separation;
- The covered parent becomes entitled to Medicare; or
- You cease to be a "dependent child" under the Plan, due to age and/or student status change.

Under the law, the employee or a family member must inform the District of a divorce, legal separation, or a child losing dependent status under the District's medical plan within 60 days of such event. If the District's payroll representative does not receive notice within that 60-day period, the dependent will not be entitled to choose continuation coverage.

When the District's payroll representative is notified that one of these events has happened, you will in turn be notified of your right to choose continuation coverage. Under the law, you have 60 days from the later of the date you would lose coverage because of one of the events described above or the date you receive your COBRA Notice, to inform the District's payroll representative that you wish to elect continuation coverage.

If you do not choose continuation coverage, your group health insurance will end as of the date coverage would cease as a result of the qualifying event.

If you choose continuation coverage, the District is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. If coverage under the Plan is changed for active employees, the same changes will be provided to individuals purchasing continuation coverage. You will be provided with notification of any plan changes. In the event that a child is born to you or placed in your home for adoption during your period of COBRA coverage, the child shall be a qualified beneficiary and may be covered immediately so long as you have informed the appropriate carrier(s) within 30 days.

The COBRA law lists specific times when continuation coverage may be terminated. The terminating events that follow are the only times when an employer may cancel COBRA coverage and be in compliance with the law. Coverage may be cancelled at the earliest of the following:

- Eighteen months from the event date for individuals whose coverage ended because of a termination or reduction of hours.
- Twenty-Nine months from the event date for individuals whose coverage ended because
  of a termination or reduction of hours, and the continuation coverage was extended due
  to a Qualified Beneficiary's Social Security disability determination.
- Thirty-Six months (for spouse and dependents only):
  - From the event date for individuals whose coverage ended because of the death of the employee, divorce/legal separation, a dependent child ceasing to be a dependent or the employee's Medicare entitlement.
  - From the date of the employee's Medicare entitlement (where insurance coverage is not lost) that precedes a termination or reduction of hours by 18 months or less.

The law also provides that your continuation coverage may be discontinued for any of the following reasons:

- The District no longer provides group health coverage to its employees;
- The premium for your continuation coverage is not paid in a timely fashion;
- You have been covered under another group health plan which either contains no preexisting conditions limitations or contains such a limitation which you have satisfied with proof of credible coverage;

You become entitled to Medicare; or,

In the case of the 11-month extended coverage due to disability, that coverage will be terminated as of the first month that starts at least 30 days after a final determination under the Social Security Act, that you are no longer disabled.

You do not have to prove evidence of insurability to choose continuation coverage. However, under the law, you will be required to pay the group rate premium (both employee and employer portion) plus a 2% administration fee for your continuation coverage. You will have a grace period of 45 days from the date of your election of COBRA coverage to pay any retroactive premium for the period from the date continuation coverage starts until the date you choose continuation coverage; and you will have a grace period of 30 days to pay any subsequent premiums.

#### **Deferred Compensation**

The District offers employees the ability to voluntarily participate in one of two 457(b) deferred compensation programs. The two programs are administered by VOYA Financial Services and the California Public Employees' System (CalPERS).

Based on the rules and regulations of the 457(b) programs, employees are eligible to contribute to deferred compensation in a number of different ways.

- A. Payroll Deduction One opportunity for contributing to the deferred compensation program is through a payroll deduction. The District's payroll representative has additional information on the amount of contribution that is allowed under this provision.
- B. Allocation of Unused Medical, Dental and Vision Contribution As discussed above, the District contributes a fixed monthly amount to employees and directors for medical, dental and vision benefits. An unused portion of this fixed contribution by the District can be applied to deferred compensation. If the unused portion of the medical, dental and vision benefit exceeds the maximum allowable contribution to the deferred compensation program made by the employee, or if the employee is equal to or greater than 65 years old, the employee may elect to receive the balance of the unused medical benefit in cash. In order for the employee to receive the remainder of the unused benefit in cash, the employee must make, or has attained, the maximum allowable monthly and/or annual contribution to the District's 457(b) deferred compensation program. The District's payroll representative has additional information on the amount of contribution that is allowed under this provision.
- C. Conversion of Accrued Sick Leave to Deferred Compensation District employees with an excess of 400 hours of sick leave are also eligible to convert sick leave based on the maximum contribution amounts allowed by the 457(b) regulations. At no time can an employee contribute sick leave hours to deferred compensation with a balance of sick leave below 400 hours. The District's payroll representative has additional information on the amount of contribution that is allowed under this provision [DM 13-081, DM 13-083 and DM 13-084].
- D. Conversion of Accrued Sick Leave to Medical Premiums District employees with an excess of 400 hours of sick leave are also eligible to convert sick leave up to 8 hours per month at the employee's current hourly rate of pay as a contribution to medical premiums.

The conversion of accrued sick leave shall not exceed the dollar difference between the total family medical premium and the amount of medical premium contributed by the District. At no time can an employee contribute sick leave hours for additional medical premiums with a balance of sick leave below 400 hours. The District's payroll representative has additional information on the amount of contribution that is allowed under this provision [DM 13-081, DM 13-083 and DM 13-084].

- E. Employer Contributions and Matching Funds to Deferred Compensation The District shall contribute per the Bargaining Unit MOA per pay period on behalf of covered employees. This employee deferred compensation contribution shall be applied to the employee's deferred compensation account first, thereby allowing employees to receive any remaining unused medical, dental or vision benefits in the form of cash as provided in Paragraph B above.
  - 1. General Employees: The District currently contributes a matched amount per payroll period up to \$125. The District will increase that matched contribution in future years as listed below.

General Employee Group	Employer Contribution	Match Required
Effective 7/1/2019	\$150 per pay period	Yes
Effective 7/1/2021	\$175 per pay period	Yes
Effective 7/1/2023	\$200 per pay period	Yes

- 2. Supervisory Employees: The District will contribute a matched amount per payroll period based on the annual Internal Revenue Code 457(b) Contribution Limit multiplied by a factor of 0.014. The annual Internal Revenue Code 457(b) shall not include catch up provisions. At no time shall the calculated dollar amount per pay period increase by more than \$15 per employee after January 1, 2013.
- 3. Exempt Employees: The District shall adjust the deferred compensation contribution to non-overtime eligible Exempt Employees as follows: 67% of the maximum contribution amount for individuals under 49 years not to exceed and annual adjustment of more than \$20.00 per payroll period each year.

The method of deferred compensation contribution in Section B discussed above also applies to the Board of Directors.

# Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. The District pays for this job-injury insurance. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your injury related medical bills and provides a portion of your income until you can return to work.

Consistent with District practice, the difference between the daily amount of salary supplemented by Workers' Compensation benefits and your regular full salary may be assessed against your accrued sick leave, at the appropriate hourly rate to make your salary whole. You may elect to

pro-rate other available leaves (i.e. compensatory time, vacation leave, et cetera) in the event that your personal sick leave has become exhausted.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

Although the District will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs, Workers' Compensation payments for lost wages aren't made for the first 3 calendar days. However, if you're hospitalized or off work more than 14 calendar days, payments will be made even for the first 3 days.

Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

## **Unemployment Compensation**

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with the District. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor. The District pays the entire cost of this insurance program.

Unemployment compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through the local State Unemployment Office as soon as you become unemployed.

#### Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid. As your employer, the District is required to deduct this amount from each paycheck you receive. In addition, the District matches your contribution as mandated, thereby paying approximately half of the cost of your Social Security benefits. Your Social Security number is used to record your earnings. Employees are encouraged to protect your Social Security record by ensuring your name, address, and Social Security number on your W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling 1-800-772-1213 or you may even access them on-line at www.ssa.gov.

#### **END OF SECTION**

# SAFETY ISSUES

# **General Safety**

Employee safety is of utmost concern and each employee is expected to exercise safe work practices for his/her own benefit and the benefit and welfare of his/her co-workers. Responsibility for each employee's safety rests with each individual, and where unsafe work practices or work conditions exist, employees shall notify their supervisor immediately. Each department will hold safety meetings among employees regularly and records kept of the subject matter discussed and those in attendance. Employees injured on the job in the course of their duties shall notify their supervisor immediately or within 24 hours so that proper documentation can be provided.

The District strongly encourages you to communicate with your supervisor regarding safety issues.

## What to Do If You Are Injured at Work

District employees are covered under the Workers' Compensation Laws of the State of California. These laws are intended to provide employees with medical care and treatment for injuries sustained in the course of their work. The Workers' Compensation Fund will also provide weekly benefits to those employees who are unable to work due to job-related illness or injury.

In order to be eligible for and receive benefits, the Workers' Compensation fund requires that certain steps be taken, and certain documents be filed. In conjunction with their requirements, the District also has certain requirements that must be met in order for the employee to receive benefits.

The following steps must be followed in order for injured employees to be covered in a timely and efficient manner. The establishment of these steps constitutes the written policy of the District, and failure on the part of an injured employee to follow these steps may be cause for disciplinary action up to and including termination. Moreover, pursuant to law, an injured employee who fails to properly notify his/her employer of a work-related injury may forfeit benefit entitlement.

- A. Every work-related injury/illness, no matter how minor must be reported <u>immediately</u> to your supervisor. If unable to locate your supervisor, report to the payroll representative.
- B. If the injury/illness is not an emergency, the supervisor will send the employee to the payroll representative. The payroll representative will give the employee a U.S. Healthworks Medical Group San Bernardino Treatment Authorization Form located at 599 Inland Center Drive, Suite 105, San Bernardino, California. All injured employees, unless it's an emergency, should report to this facility regardless if it's after hours or weekends. The clinic is open 24 hours, 7 days a week, including holidays. If the injury/illness is an "emergency", please call 911 immediately or report to the nearest emergency facility.
- C. The payroll representative will also give the employee the following forms for completion:
  - 1. Employee's Claim for Worker's Compensation Benefits (SCIF 3301/DWC Form)
  - 2. Your Guide to Worker's Compensation (pamphlet #13710)

- Incident Notification Form (in-house form to be completed by the injured employee)
- D. If the injury occurs after hours or on a weekend, the employee must report the incident immediately to his/her supervisor and the payroll representative on the first business day following the injury. Do not hesitate to contact your supervisor at home after normal business hours.
- E. The payroll representative is responsible for the processing of the required documents to the District's Workers' Compensation carrier.

Different injury situations will require different actions by the injured employee, and the following situations are presented separately so that you, as an injured employee, know what to do.

## Work Place Violence

Violence in the workplace will not be tolerated. The following definitions are an important part of this policy:

- A. Act of Violence The deliberate exertion of force against the person or property of an individual or group of individuals so as to cause physical injury or emotional harm to the targeted individual(s) or to third parties or result in damage to property.
- B. Threat of Violence The threat by speech or overt action, to engage in an act of violence as defined above. An expression of intent to cause physical harm.
- C. Physical Attack An aggression resulting in physical harm.
- D. Harassment The act of someone creating a hostile environment through unwelcome words, actions, or physical contact not resulting in physical harm. Examples include, but are not limited to, physical abuse, sexual assault whether completed or attempted, battery, vandalism, arson, menacing and stalking.

The District encourages employees to report all incidents of violence in the work place. Incidents of threats, harassment, and other aggressive behavior should be immediately reported to a District supervisor.

## Reporting Safety Issues

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. See the prior section of this manual on "What to Do If You Are Injured At Work".

#### Entering and Leaving the Premises

At the time you are hired, you will be advised about the proper entrances and exits for employees, as well as unauthorized areas, if any. Employees should not be in District work areas except for their regularly scheduled or overtime shifts or attendance at a District authorized meeting. For insurance purposes, unescorted or unauthorized visitors in our facilities are prohibited. If you are expecting visitors, such as clients, customers or friends, please notify your supervisor. Certain employees are authorized to arm and disarm the building alarms. If so, you will be given instruction on the alarms and codes. You are expected to abide by these rules at all times. Failure to do so will lead to disciplinary action.

## Security Checks - Packages/Parcels

The District may exercise its right to inspect all packages and parcels entering and leaving our premises.

#### Parking Lot

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for customers and visitors only. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in the parking lot will help eliminate accidents, personal injuries, damage to your vehicle and to the vehicles of other employees. Remember that the area around all buildings, especially the District's administration building, has a great deal of pedestrian walking activity – please maintain a safe driving speed at all times. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your supervisor.

The District cannot be and is not responsible for any loss, theft or damage to your vehicle or any of its contents.

# Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all District activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production.

Below are some general safety rules to assist you in making safety a regular part of your work. Your supervisor may post other safety procedures in your department or work area.

A. Working Safely - Safety is everyone's responsibility. Remind your co-workers about safe work methods. Start work on any machine only after safety procedures and requirements have been explained. Immediately report any suspected hazards and all accidents to your supervisor.

- B. Lifting Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.
- C. Materials Handling Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights.
- D. Trash Disposal Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.
- E. Cleaning Up To prevent slips and tripping, clean up spills and pick up debris immediately.
- F. Preventing Falls Keep aisles, work places and stairways clean, clear and well lighted. Walk, do not run. Watch your step.
- G. Handling Tools Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool.
- H. Falling Objects Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.
- I. Work Areas Keep cabinet doors, file cabinets, and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Open only one drawer at a time.
- J. Using Ladders Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.
- K. Machine Guards Keep guards in place at all times. Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning.
- L. Personal Protective Equipment Always wear or use appropriate safety equipment as required in your work. Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats and hearing protectors in designated areas or when working on an operation which is potentially hazardous. Also, wear gloves whenever handling castings, scrap, or barrels.
- M. Electrical Hazards Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets.
- N. Fire Extinguishers Know where fire extinguishers are and how to use them.
- O. Report Injuries Immediately report all injuries, no matter how slight, to your supervisor.
- P. Ask Questions If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted with a colleague or supervisor. Employees will not be asked to perform any task which may be dangerous to their health, safety or security. If you feel a task may be dangerous, inform your supervisor at once.

#### Employee Participation in Making Safety a High Priority

We strongly encourage employee participation and your input on health and safety matters. Employees may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement! The success of the safety program relies on the participation of all employees. Though it is the District's responsibility to provide for the safety, health and security of its workers during working hours, it is the responsibility of each employee to abide by the rules, regulations and guidelines set forth.

# A. Safety Officer:

- Implement and maintain administrative procedures and activities necessary for the operation of a meaningful safety program;
- Advise and coordinate with safety representatives on those matters pertaining to committee meetings, safety inspections, CAL-OSHA inspections, and safety training and related programs;
- Prepare periodic accident summaries, committee meeting minutes, agendas and reports as necessary, and summaries of inspections; research and provide information to safety representations and others concerning safety regulations, publications and other information as necessary;
- Maintain required records and make determinations of recordable/non-recordable, as defined by CAL-OSHA, or avoidable/non-avoidable accidents;
- Assist supervisors and department managers to investigate and report on every incident of a serious job injury to an employee;
- Report serious injuries involving hospitalization or death of an employee to the State Department of Industrial Relations within 24 hours of occurrence.

## B. Department Managers

- Prepare or ensure the preparation and maintenance of specific safety rules and practices to be followed by all employees within the department and its various divisions and units.
- Such rules and practices shall be included in the departmental orientation of all new employees; they shall be the subject of periodic review (i.e. tailgate meetings) with affected employees; and they shall be posted on bulletin boards for reference.
- Assist in the implementation and maintenance of the safety program whenever practical or necessary;
- Consider and act upon appropriate recommendations from the safety committee concerning the abatement of unsafe or unhealthy work conditions or practices within a reasonable period of time.

## C. Supervisors:

- Be responsible for the enforcement of safety rules among employees under their supervision;
- Be responsible for familiarizing employees with the hazards of the job to which they
  are assigned and shall instruct their personnel in the safe methods of performing the
  iob;
- Periodically review the work practices of subordinate employees who work under their charge to ascertain that they continue to work in a safe manner, and in accordance with the safe practices covering the specific work;
- At the end of each workday/shift, inspect work areas for proper housekeeping and for fire, or other hazards and see that they are left in a safe condition;

 Report all injuries promptly to the safety officer and department manager pursuant to applicable administrative regulations of the District.

# D. Safety Representatives:

- · Attend and take an active role in safety committee meetings;
- Periodically evaluate and forward to the safety officer the department's safety and training needs for committee action;
- With the approval of the respective department manager, submit work orders to appropriate departments for the immediate correction of safety hazards;
- Participate as necessary in safety inspections, workshops or other training as may be necessary;
- Observe and recommend correction as appropriate of any departmental working conditions or practice which can be deemed unsafe or unhealthy;
- Periodically inspect and ensure that departmental safety supplies are replenished (first aid kits, fire extinguishers, etc.) by the department;
- Consult with the safety officer on departmental safety matters requiring research and/or technical advice.

## E. The Safety Committee:

- Elect a committee chairperson and vice chairperson annually to conduct the business and tasks related to committee activities;
- Participate as needed in the conducting of safety inspections;
- Investigate, develop, and participate in the implementation of safety training programs;
- Review, evaluate and make recommendations as appropriate on reports submitted by the safety officer;
- Make recommendations to department managers and/or the General Manager on the Committee's findings concerning safety issues.

## F. All Employees:

- Notify their immediate supervisor of the need for correction of unsafe or unhealthy working conditions or practices, including potential workplace violence;
- Adhere to all rules and regulations pertaining to the District's and departmental safety rules and program;
- Apply a common-sense approach to safe working practices and conditions;
- Report all injuries, regardless of severity, to the immediate supervisor.

Failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary action.

# Weapons

The District prohibits all persons who enter District property from carrying a handgun, firearm, taser, knife, or other prohibited weapon of any kind. Any object used in a threatening manner shall be considered use of a weapon.

Knives are allowed on District property as long as they comply with California law.

The only exception to this policy will be police officers, security guards or other persons who are licensed to carry a weapon in the state of California. California Penal Code sections 26150 and

26155 provide that a sheriff of a county or the chief or other head of a municipal police department of any city or city and county may issue a license to carry a pistol, revolver, or other firearm capable of being concealed upon the person (CCW license). Employees with a CA conceal carry permit (CCW) must notify the Chief Financial Officer of their permit if they will be carrying a weapon on District property. Any employee disregarding this policy will be subject to immediate termination.

# Fire Prevention

Know the location of the fire extinguisher(s) in your area and make sure they are **kept clear at all times**. Notify your supervisor if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

## In Case of Fire

If you are aware of a fire, you should:

- Dial 911 or the local fire department.
- If possible, immediately contact your supervisor. Evacuate all employees and other persons from the area.
- If the fire is small and contained, locate the nearest fire extinguisher. This should only
  be attempted by employees who are knowledgeable in the correct use of fire
  extinguishers.
- If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.
- When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

# **Emergency Evacuation**

If you are advised to evacuate the building, you should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building. Be present and accounted for during roll call.
- Be alert to any person that may need assistance in the evacuation process.

Do not re-enter the building until instructed to do so by the appropriate safety designee.

In the event of a disaster, the Incident Commander and the County Emergency Operations Center (EOC) Representative are authorized to take such actions as may be necessary to facilitate recovery operations, including, but not limited to, deploying staff for damage assessment and emergency repair purposes; procuring materials, labor, and services required for damage control

and emergency repairs; suspending water service pending determination of public health and safety requirements; and restoring water service when safe and appropriate.

## Property and Equipment Care

It is your responsibility to understand the machines needed to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and the District. If you find that a machine is not working properly or in any way appears unsafe, please notify your supervisor immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment. Machines/equipment should only be used for their intended purpose and within their manufacturer's specified tolerances.

#### Safety Rules When Operating Machines and Equipment

When operating machines and equipment, please be sure to follow these procedures:

- Machines shall be used for their appropriate purposes and tolerances.
- Make sure machine guards are in place while machines are in operation.
- Remove loose clothing, jewelry or rings before operating machinery.
- Wear steel toe shoes and prescription eye protection to start the job, if required.

Required personal protective equipment, except for prescription glasses, will be issued to you by your supervisor.

We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible termination.

#### Security

Maintaining the security of YVWD buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave the District's, premises make sure that all entrances are properly locked and secured.
- Note and promptly report suspicious circumstances or persons about the premises.

#### **END OF SECTION**

# MODIFIED DUTY FOR WORK RELATED INJURIES

# Modified Duty Policy

This policy is distinguished and separate from the reasonable accommodation policy established to implement the Americans with Disabilities Act. The Yucaipa Valley Water District's Modified Duty Program provides the District with temporary working services of employees who have been injured on the job and have not been released by the District's physician for regular duty. The purpose of the Modified Duty Program is to emphasize the District's goal of facilitating the healing process and recovery of the transitional employee who has been injured by a work-related incident and have the employee return to full work status as quickly as possible.

This policy, applied on a case-by-case basis at Management's sole discretion, only covers employees who have sustained an accidental injury or occupational illness while performing duties within the course and scope of their employment or appointment. Modified duty for non-work-related injuries will be handled on a case-by-case basis.

#### **Definitions**

A. Modified Duty – Duties or tasks which on an individual basis are intended to encourage the healing process and meet or accommodate specific medical work restrictions imposed by treating physicians upon employees temporarily disabled by an injury occurring on the job.

# Procedure for Modified Duty

The following procedure shall be implemented for short-term modified duty.

- A. The injured worker is referred to the district's authorized medical physician for treatment and evaluation.
- B. The District's authorized physician notifies the General Manager, or designee, of any specific work restrictions placed upon the employee.
- C. The General Manager, or designee, contacts the departmental supervisor to assist in the determination of whether the imposed work restrictions can be accommodated in the current job description, including job analysis summary and/or duty statement.
- D. If the restrictions can be accommodated in the current job, the employee will report daily to modified duty until released by the designated physician to return to the pre-injury position.
- E. If restrictions cannot be accommodated in the current job, the District management will determine if the department or other departments have other work that can be conducted within the employee's restrictions.

- F. If restrictions cannot be accommodated, the employee will be sent home until fully recovered.
- G. No employee will be assigned to modified duty tasks which exceed medically imposed work restrictions.
- H. It will be the responsibility of the person supervising the injured worker while on modified duty to assure that the injured worker does not exceed medically imposed work restrictions, but performs duties required by assignment.
- I. Work restrictions and modified duty assignments will be evaluated at least every two weeks to verify that restrictions are still required.
- J. The modified duty days will not exceed 90 calendar days unless expressively authorized by the General Manager on a case by case basis. After 90 days on the modified duty program, the employee will return to his/her original job, take permanent/partial disability, or have the opportunity to apply for other open positions.
- K. By consensus, the supervisor, District physician, and Worker's Compensation insurer may approve a second 90-day Worker's Compensation modified duty period under exceptional circumstances.
- No modified duty after the second 90-day period without approval from the Board of Directors.
- M. An evaluative medical exam shall be conducted by the District physician on the employee who is on modified duty as frequently as indicated by the District physician or District Management.
- N. All allowable employee benefits will continue while the employee is on modified duty.

## Procedures for Employees on Modified Duty

A detailed summary of procedures to be used when an employee is injured is found in the "Safety Issues" section of this manual. The following procedures are to be used by employees on modified duty.

- A. The modified-duty employee will report daily to the modified position until the District physician releases the employee to regular work duty.
- B. The modified-duty supervisor gives the employee a daily work location and work assignment.
- C. The employee completes his/her daily time card.
- D. At the end of the work period, the employee submits the daily time card to his/her supervisor.

The supervisor submits the time card to the payroll representative for processing.

#### **END OF SECTION**

# REASONABLE ACCOMMODATION POLICY

## Reasonable Accommodation Policy

The American with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of Yucaipa Valley Water District to comply with all federal and state laws concerning the employment of persons with disabilities.

It is our District's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. Yucaipa Valley Water District will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job without undue hardship will be given the same consideration for that position as any other applicant.

#### **Definitions**

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

"Disability" means a physical or mental impairment or medical condition that substantially limits one or more major life activities of the individual; a record of such an impairment; or being regarded as having such an impairment. Major life activities include the following:

- A. In general, major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- B. Major bodily functions A major life activity also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

"Direct threat" means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

"Qualified individual" means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. "Reasonable accommodation" may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

"Undue hardship" means an action requiring significant difficulty or expense by the employer.

In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include, but are not limited to:

- A. The nature and cost of the accommodation.
- B. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation; the number of persons employed at such facility; the effect on expenses and resources or the impact of such accommodation upon the operation of the facility.
- C. The overall financial resources of the employer; the number, type and location of facilities.
- D. The type of operations of the company, including the composition, structure and functions of the workforce; relationship of the particular facility to the employer.

"Essential functions of the job" refer to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

**END OF SECTION** 

# TIME OFF

## Recognized Holidays

Approved holidays for which employees shall receive their normal 8 hours or 10 hours of pay are recognized as follows:

> January 1st New Year's Day

3rd Monday in January Martin Luther King's Birthday

3rd Monday in February President's Day Last Monday in May Memorial Day

July 4th Independence Day

1st Monday in September Labor Day

November 11<sup>th</sup> Veteran's Day

4th Thursday in November Thanksgiving Day Friday following Thanksgiving Thanksgiving Friday

December 25<sup>th</sup> Christmas Day

Floating Holidays - Three To be taken within the calendar year as a

complete day

#### Saturday or Sunday Holiday

A holiday falling on a Saturday shall be observed on the preceding Friday, and a holiday falling on a Sunday shall be observed on the following Monday.

## Floating Holidays

All floating holidays must be approved and utilized by December 31st of the same year. New employees hired in the month of January shall receive 3 floating holidays for that calendar year. New employees hired between February 1st and June 30th shall receive 2 floating holidays for that calendar year. New employees hired on or after July 1st shall receive 1 floating holiday for that calendar year. Full time regular employees shall each receive floating holidays for each calendar year thereafter, as stated above.

## Vacation Leave

It is the District's policy to provide reasonable vacation credits to all regular employees of the District who have completed their introductory period. Regular full-time employees shall accrue vacation credit at varying rates depending on length of service and vary per Bargaining Unit Memorandum of Agreement (MOA). General, supervisory and exempt employees shall accrue vacation credit as outlined below:

Amount of Vacatio	n Leave Provided	by District
Period of Continuous	Hours	Working Days
Employment	Per Month	<u>Hours</u>
		Per Year
1 through 5 years	6-2/3	<del>10</del> 80
6 through 10 years	10	<del>15</del> 120

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Upon satisfactory completion of the initial one-year introductory period, a new employee will be credited with <del>10 days (80 hours)</del> of vacation for the one-year period that the employee was on introductory status, after which and up to the completion of 5 years of continuous service, an employee shall accrue vacation time at a rate of 3.08 hours per pay period (<del>10 days</del><u>80 hours</u> per year).

Upon completion of 5 years of continuous service and continuing through completion of 10 years of service, an employee shall accrue vacation time at a rate of 4.62 hours per pay period (<del>15 days</del> 120 hours per year).

Upon completion of 10 years of service, an employee shall receive as a one-time bonus for longevity, 40 hours of vacation. In addition to this one-time bonus, upon completion of 10 years of service, an employee shall accrue vacation time at a rate of 6.15 hours per pay period (20 days 160 hours per year).

Individual vacation accrual rates in excess of 20 days 160 hours per year shall be frozen effective April 21, 1994 and shall not increase beyond this amount based on action by the Board of Directors on April 20, 1994, except as may have been subsequently negotiated in a Bargaining Unit MOA.

Supervisory and confidential employees: On the 15<sup>th</sup> year of continuous service, and each
year thereafter, employees shall be provided an additional 5-days40 hours per year of
vacation leave which will increase the current 6.153 hours per pay period to 7.692 hours per
pay period [DM 11-010].

The vacation time shall be used in a manner consistent with the following:

- A. Vacation time when taken shall not exceed the number of whole days of vacation credit accrued by the employee as of the day their vacation commences.
- B. The scheduling of vacation time is subject to approval by the employee's supervisor.
- C. Vacation time shall be taken by employees in such a fashion to ensure adequate staffing of both office and field personnel as determined by the supervisor.
- D. The minimum charge to an employee's vacation time off (with the exception of exempt employees) shall be one-half hour. Vacation time of more than one-half hour shall be charged to the nearest one-quarter hour. Exempt employees vacation time off is not to be for a period of less than ½ day (42 hours).
- E. Employees may accumulate vacation credits up to a maximum of 240 hours. They shall receive no further vacation credits when this accumulated total of unused credits reaches 30 full working days240 hours and for so long as such credits stand at that figure. Employees shall not be paid compensation in lieu of vacation time off.
- F. A District holiday occurring during an employee's vacation shall not be considered as a day of vacation.
- G. An employee who becomes ill while on vacation may use accumulated sick leave in lieu of vacation time for the period of such illness, provided, however, that the District is not obligated to extend the vacation beyond the scheduled expiration date.

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- H. An employee who is receiving California Workers' Disability Insurance payments may use accrued vacation to supplement said payment provided the total amount received shall not exceed the employee's regular salary.
- I. Upon termination from employment of a regular full-time employee, all unused accrued vacation hours will be paid at the employee's current rate of pay.
- J. No accrual shall occur, or vacation be paid for new employees until the employee satisfactorily completes the initial one-year introductory period and has been classified a permanent full-time employee.

### Sick Leave

Sick leave accrues at the rate of 3.7 hours per pay period, or 1 day (8 hours) per month. If an employee remains in a non-pay status for more than 50% of the total normal work hours in the pay period, sick leave credit will not be earned for the entire pay period.

Authorized vacation, paid sick leave, holidays, or other compensated time off shall be considered as time worked for the purpose of computing accrued sick leave. Employees shall not accrue sick leave during the period of an authorized leave of absence without pay, or the duration of compensated disability leave resulting from a work-related injury. The accrual of sick leave will be unlimited with no maximum allowance.

Sick leave usage means the absence from duty because of illness or injury, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill or medical appointments. Immediate family members in the case of illness or injury shall include an employee's spouse/partner, parent, child, sibling or grandchild.

During any calendar year, not more than 6 days of sick leave may be granted to an employee for the purpose of attending ill family members.

Sick leave shall be allowed only in case of actual necessity resulting from personal sickness, disability, and attendance to an immediate family member or as otherwise provided in this article.

All employees who are compelled to be absent from work due to illness or injury shall be entitled to receive full compensation for each day of accrued sick leave used. A day, as referred to herein, shall mean a normal 8-hour work period (or 10-hour workday under certain cases).

In order to receive sick leave compensation, the employee must notify his/her immediate supervisor prior to or within 30 minutes after the time set for beginning of a workday and have a valid reason for use of sick leave accrual. In case of an accident or emergency, the employee or a representative of the employee should contact the immediate supervisor at the earliest possible time and explain the circumstances necessitating the absence.

The District may require the employee to submit a doctor's certificate, affidavit, or other documentation, on forms prescribed by the District, as verification and substantiation of the absence consistent with applicable law. A failure to provide the required documentation will result in the deduction of salary for the days of absence and may result in disciplinary action.

The minimum charge to an employee's sick leave allowance shall be one-half (½) hour. Absences of more than one-half (1/2) hour shall be charged to the nearest one-quarter (¼) hour. Despite prior approvals of sick leave, employees whose sick leave use indicates a pattern of abuse may have their sick leave records reviewed and face possible disciplinary action for such abuse. Exempt employees sick leave allowance shall not be less than ½ day (42 hours).

## Catastrophic Sick Leave

Catastrophic illness/injury shall be defined as those categories (exclusive of stress) generally accepted by medical insurance carriers. Employees of the District or their immediate family members (including employee's spouse/partner, parent, child, sibling or grandchild) who suffer a catastrophic injury/illness in which the employee is expected to be incapacitated for an extended period of time, the time to be determined on a case by case basis by the Catastrophic Sick Leave Plan Committee as specified below, shall become eligible to use this Catastrophic Sick Leave Plan ("Plan") subject to the restrictions and conditions outlined below:

- A. An employee may elect to enroll in the plan at any time. To enroll as a member of the Plan, the employee must donate a minimum of 24 hours at the time the employee elects to join the Plan.
- B. An employee may elect to join the Plan upon the first day of employment with the District. At that time, as the employee will not currently have any accrued sick leave, 2.78 hours per pay period (equal to 75% of the total pay period accrual) will be donated into the Plan and the employee will accrue the remaining sick leave of 0.92 hours per pay period (equal to 25% of the total pay period accrual) until 24 hours are contributed to the Plan. This mechanism is also available to existing employees for all or a portion of the 24 hours required to contribute to the Plan.
- C. The employee must be an active participating member of this Plan in order to receive any form of benefit as described below.
- D. In the event of a catastrophic illness as described above, the following options shall be utilized in the following order: (a) employee's accumulated sick leave; and (b) authorized catastrophic leave.
- E. The employee to receive donated sick leave from the Plan must have exhausted all but 10 hours of sick leave and must be in a true catastrophic condition.
- F. In order for members to remain as participants, each person must maintain continued participation as defined below.

The donation of sick leave time to the Plan shall be irrevocable. The member shall file an irrevocable "Catastrophic Sick Leave Plan Deposit Form" with Payroll. A donation to the Plan shall be a general donation and from prior years' accumulations, or future accrued sick leave as provided above, and shall not be donated to a specific employee for his or her exclusive use.

There is no limit to the number of sick leave days a member may donate to the Plan, so long as after the initial 24 hours of donation: (1) the minimum number of accumulated sick leave days available in the employee's account does not fall below 80 hours.

A contribution of 8 hours will be required of all participants if the number of hours in the Plan falls below 400 hours. This assessment will occur automatically with notification sent to all participating members that an additional contribution was made from your sick leave. Members who are drawing from the Plan at the time of the assessment will not be required to contribute to remain eligible to draw from the Plan. If a participant has 10 or less days (80 hours) or less of remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Plan.

In the event, the accrued catastrophic leave fund balance exceeds the amount of \$250,000, each active member in the Plan will receive 8 hours of sick leave returned to their personal sick leave accruals and the fund balance of catastrophic leave will be reduced proportionately. Employees will receive written notification of this disbursement from the Plan.

Leave from the Plan may not be used for illness or disability which qualifies the employee for Worker's Compensation benefits; however, this plan may augment other benefits. When the employee may reasonably be presumed to be eligible for disability retirement or, if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the employee to submit a complete application, including medical information provided by the applicant's physician, within 20 working days will disqualify the member from further Catastrophic Sick Leave Plan payments.

Cancellation of membership in the Plan occurs automatically whenever a member fails to make his or her contribution as defined above. The employee shall not be eligible to draw from the Plan as of the effective date of cancellation. Sick leave previously authorized for contribution to the Plan shall not be returned if the member elects or causes cancellation.

A member wishing to use this Catastrophic Sick Leave Plan shall submit a "Catastrophic Sick Leave Plan Request for Withdrawal Form". This form shall be submitted to the General Manager. The request shall clearly state the details of the catastrophe and the amount of sick leave requested.

Appropriate written verification of the catastrophic illness or injury must be included with the request. The member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

The Catastrophic Sick Leave Plan Committee ("Committee") shall consider each disbursement request by members of the Plan. The committee shall consist of the following:

- One active employee assigned by a majority of the Exempt Employee Bargaining Group
- One active employee assigned by a majority of the Supervisory Employee Bargaining Group
- One active employee assigned by IBEW from the General Employee Bargaining Group

The Committee may grant, reject or partially grant a request based on a number of factors, including but not limited to the degree of illness, other forms of leave available, and other factors deemed by the Committee to be relevant to the particular situation. The members of the Committee shall not disclose the medical conditions of the employee requesting Catastrophic Sick Leave under the Plan. The action by the Catastrophic Sick Leave Plan Committee is final.

In the event that an employee does not qualify for Catastrophic Sick Leave they may request approval from the General Manager to obtain individual donations of sick time from District employees.

The maximum number of duty days allowed to be utilized by one member for a single catastrophic injury/illness shall not exceed thirty days (240 hours) per request. A member may request a specific number of days on one "Catastrophic Sick Leave Plan Request for Withdrawal Form". The member may request additional days after the use of 20 duty days (or 160 hours) by filing an additional request for consideration to the Committee.

Any days approved that are unused by the member shall be returned to the Catastrophic Sick Leave Plan for future withdrawals by a Plan participant upon approval.

If an employee receives hours from the Plan, the member will receive those Plan hours at the same rate of pay currently received by the employee. No distinction shall be made as to the differing pay rates of the donors or recipients.

### Leave of Absence (Medical and Non-Medical)

Under certain conditions, an employee may be granted leave of absence without pay. In order to receive consideration, a written request, stating the specific reasons for the leave of absence and the proposed duration thereof, must be submitted to the Board. If the Board determines that the leave of absence is justified, the employee may remain absent from work in a non-pay status for an approved period of time. The employee may have the option of using accumulated sick leave (if appropriate) and vacation leave in its entirety prior to a leave of absence without pay. A request for an extension of leave of absence must be submitted no later than 2 weeks prior to the expiration of the current leave of absence.

During an authorized leave of absence, vacation, sick leave, seniority, and retirement credits shall not accrue. Upon the employee's return to service, the accrual of vacation, sick leave and retirement credits shall resume. It will be the employee's responsibility to assume payment of the premiums for all applicable health, medical and life insurance policies during the period of the leave of absence.

## Military Leave

Any employee who enters the Armed Forces of the United States during war or national emergency, as declared by the President or Congress of the United States shall be entitled to a leave of absence without pay for the duration of such service and for a period of 90 days thereafter. Any employee returning to the District within the specified time under federal law, and who has been discharged, other than dishonorably, from military service, shall be reinstated to their former classification without loss of status or seniority, provided they are not physically or mentally impaired to the extent that successful performance in the position cannot be accomplished with reasonable accommodation. Any person selected to fill a position vacated by an employee called to military service will be considered a temporary appointee only.

All employees who are members of reserve corps of the United States or the State of California shall be entitled to a leave of absence as provided in Section 395.01 of the Military and Veterans Code. (See also MVC 142, 143, and 146)

Employees who participate in the active military reserve (e.g. summer or special training) will be allowed 17 paid days per year to fulfill their obligation in the United States Armed Services as required by the Veterans Code 39405, upon reasonable advanced submittal of orders.

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#### Family Care and Medical Leave (CFRA Leave) and Pregnancy Disability Leave

Under the California Family Rights Act of 1993 (CFRA), if you have more than 12 months of service with us and have worked at least 1,250 hours in the 12-month period before the date you want to begin your leave, you may have a right to family care or medical leave (CFRA leave). CFRA leave is for the birth, adoption, or foster care placement of your child or for your own serious health condition or that of your child, parent or spouse. While the law provides only unpaid leave, employees may choose, or employers may require use of accrued paid leave while taking CFRA leave under certain circumstances.

Even if you are not eligible for CFRA leave, if you are disabled by pregnancy, childbirth or a related medical condition, you are entitled to take a pregnancy disability leave of up to four months, depending on your period(s) of actual disability. If you are CFRA-eligible, you have certain rights to take BOTH a pregnancy disability leave and a CFRA leave for reason of the birth of your child. Both leaves contain a guarantee of reinstatement for pregnancy disability to the same position and for CFRA it is to the same or a comparable position at the end of the leave, subject to any defense allowed under the law.

If possible, you must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for yourself or of a family member). For events that are unforeseeable, we need you to notify us, at least verbally, as soon as you learn of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until you comply with this notice policy.

We may require certification from your health care provider before allowing you a leave for pregnancy disability or for your own serious health condition. We also may require certification from the health care provider of your child, parent or spouse, who has a serious health condition, before allowing you a leave to take care of that family member. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two weeks, and you must conclude the leave within one year of the birth or placement for adoption or foster care.

Taking a family care or pregnancy disability leave may impact certain of your benefits and your seniority date. If you want more information regarding your eligibility for a leave and/or the impact of the leave on your seniority and benefits, please contact Payroll.

#### Disability Leave

An employee who is compelled to remain off of active work duty while under the care of a licensed physician for an extended period of time due to work or non-work-related injury or illness shall be entitled to disability leave.

If an employee is eligible to receive California Worker's Compensation benefits as a result of a work related injury or illness, he/she may request of the General Manager's authorization to have his/her benefits supplemented with sick leave or vacation credits to provide full salary during the period of absence, and be considered to be on paid status for the purposes of accruing fringe benefits provided by the District. Workers' Compensation benefits paid to the District will be paid to the employee without tax deduction. However, deductions will be made from any applied vacation or

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sick leave credits used. An employee may not use unearned sick leave or vacation credits, except with the approval of the General Manager.

#### Paid Family Leave

California is the first state in the country to extend disability compensation to employees who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. Starting on July 1, 2004, an employee may file a claim with the State Employment Development Department's (EDD) Disability Insurance Branch to care for a seriously ill child, spouse, parent or domestic partner, to bond with a new child, or to bond with a minor child in connection with the adoption or foster care placement of that child.

### This Paid Family Leave policy does not create reinstatement rights of the employee.

No more than 6 weeks of Paid Family Leave benefits may be paid within any 12-month period. The District requires requests written notice to be provided to the General Manager and ten days of vacation time to be applied to the time off immediately following the day the written notice for Paid Family Leave is received by the General Manager of the intent to file for paid family leave and the anticipated dates of use. This time is in addition to the 6 days of sick leave that may be applied to the illness of a family member as discussed in the preceding sections.

Paid Family Leave does not extend the amount of time the employee is eligible to take leave under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). Paid Family Leave is a benefit payment, not a leave. If the employer is covered and the employee is eligible, he or she could take FMLA/CFRA to care for a parent, spouse or dependent child up to 12 weeks in a 12-month period. The employee may be eligible for Paid Family Leave benefits for up to 6 weeks in the 12-month period.

For leave and benefits relating to a pregnant employee, Paid Family Leave and FMLA will run concurrently for the length of the disability due to pregnancy. After giving birth, an employee may receive Paid Family Leave benefits for the time period permitted to bond with the child. For paid family leave relating to bonding with a child, Paid Family Leave is limited to the first year after birth, adoption or foster care placement and a separate certification is required when the leave is required for baby bonding.

An employee cannot receive Paid Family Leave while receiving State Disability Insurance, unemployment insurance or worker's compensation benefits. However, an individual who is entitled to leave under FMLA and CFRA must take paid family leave concurrent with leave taken under those Acts.

#### Bereavement Leave

Employees are eligible to receive up to 5 days of paid leave for the death of a spouse/partner, parent, child, sibling, grandparent, grandchild, or spouse/partner's parent to attend services or assist in arrangements relative to the event in accordance with the applicable rules and regulations pertaining hereto.

#### Management Leave

In recognition of the additional time required (evening meetings, occasional weekends, etc.) to do their jobs properly, exempt employees will receive 5 days 40 hours of paid time off each calendar year in the form of Management Leave. The employee will be credited with 5 days 40 hours on January 1st of each year, all of which must be approved and utilized by December 31st of the same year. Management leave shall be taken in 2-hour increments. Management Leave not used in a given calendar year will not be accrued to future years.

The District allows exempt employees to convert their annual management leave to deferred compensation at their regular daily rate of pay. Please see the District payroll representative for details.

#### Jury Duty

Every employee of the District who is officially called to serve as a court trial juror shall be entitled to be absent from his or her duties for the period of such jury duty as provided below. If an employee serves on jury duty during a time when the employee is not expected to be at work, such as for a swing shift employee or an employee on a 10-hour workday with a normal day off during the time of jury duty, the District will not be responsible for compensating the employee. This shall be considered the civic responsibility of the employee to serve on jury duty.

If an employee who is assigned to a regular daytime work period is called to serve jury duty, and such jury duty does not exceed 4 hours duration, it shall be the responsibility of the employee to report to work within a reasonable time after being released from jury duty on that day. Should jury duty exceed 4 hours duration on any regularly scheduled work day, the employee shall contact his/her supervisor at the end of their jury duty day to determine if it is necessary to report for work on that same day following the release from jury duty.

When called for jury duty, the employee shall promptly notify his/her immediate supervisor of any intended absence from work resulting from such duty. If an employee fails to promptly report notification of jury duty, or is absent without proper notification, the employee shall be considered absent without leave on a non-pay status.

While serving on official jury duty, an employee shall be compensated at the regular rate of pay for a maximum of 160 hours per calendar year, provided that all fees paid to the employee for jury duty are surrendered to the District. In the event jury duty extends beyond the 160 hours in a calendar year, the employee may utilize sick leave or vacation leave for the additional time away from work. It is the responsibility of the employee to submit to the employee's immediate supervisor a time card furnished from the County every day the employee serves jury duty. This time card must indicate the day(s) jury duty was served, and the hours of service performed each day.

Automobile related expenses for jury duty shall not be reimbursed by the District.

#### **END OF SECTION**

# **RULES AND REGULATIONS**

### **Attendance**

Punctuality and regular attendance are expected. In case of absence, the immediate supervisor should be notified prior to or at the latest, within the first 30 minutes of the employee's starting time. If an employee must leave early during work hours, the supervisor should be notified as far in advance as possible. Tardiness, unexcused absence or failure to report, which renders an employee insufficiently available for work, will be evaluated and disciplinary measures or termination may result.

#### Hours of Work

The standard workweek consists of 4 ten-hour work periods, totaling 40 hours. Varying work schedules may be established in order to meet the business needs of the department, section, or District. Daily starting and ending times shall be as set by the General Manager in the best interest of the District's operation.

### **Lunch Periods**

Lunch periods will be as scheduled by the supervisors in the interests of the District and may vary from time to time as emergencies direct. Lunch periods are not counted as time worked and should begin within 5 hours of the start of the work shift and shall be no longer than 30 minutes in duration.

### **Rest Periods**

Under normal circumstances, a rest period not to exceed 15 minutes is provided employees working 4 consecutive hours. Rest periods are directed by the departmental supervisor in the interest of District operations and are considered time worked.

## **Smoking**

The District prohibits the use of any tobacco, vaping and the use of e-cigarettes while on duty or in facilities, buildings, vehicles or other enclosed areas. This would include smoking as well as vaping or any other form of electronic cigarette or vapor inhalant. Smoking and vaping is permitted only beyond 30 feet from all entranceways, passageways, operable windows or ventilation systems of buildings, facilities vehicles or other enclosed areas.

### Disaster Relief and Emergency Preparedness

As a District employee, you are registered as an emergency service worker. If a disaster occurs in the District, you may be assigned to any emergency duty for disaster relief. If such an emergency occurs during non-working hours, it is your responsibility to see if you are needed. Normally, you would respond to your regular supervisor or District administrator; however, there may be additional

District or Regional sites where your assistance will be required. Your family may be sheltered in designated District facilities during emergencies.

In certain circumstances, employees may request the General Manger to consider emergency pay status consideration to allow employees to receive full regular time pay for responding to emergencies in the region instead of alternative forms of leave. This policy allows an employee to retain leave, such as vacation leave, for assisting other communities in responding to disasters.

## Employment of Relatives, Spouses and Co-Habitants

It is the policy of the District not to discriminate in its employment practices. Notwithstanding these provisions, the District retains the right to refuse to place a relative, spouse or living partner under the direct supervision of another employee or to place them in the same department, division or facility where such has the potential for creating a conflict of interest or an adverse effect on supervision, safety, security or morale.

#### Drug Free Workplace

Under the guidelines of the Drug Free Workplace Act of 1988, the District is committed to providing for a drug free workplace, including all places where District business is conducted, whether at the main offices of the District or any other site.

All employees are absolutely prohibited from manufacturing, distributing, dispensing, possessing or using any controlled substance, marijuana, or alcohol in the workplace without indication that the use was under medical supervision. An employee under the influence of alcohol, marijuana, controlled substances or prescribed medicine that may impair the employee's ability to safely operate District equipment shall advise their supervisor of their medical restrictions immediately and shall not operate District equipment until released by an authorized medical physician.

Any employee violating the above policy is subject to disciplinary action, up to and including termination, for the first offense.

As an employer resolving to maintain a drug free workplace, employees will be provided educational information on the dangers of drug abuse and drugs in the workplace. Supervisors will receive training in identifying and addressing drug use by employees. The District will work cooperatively with employees afflicted with drug or alcohol abuse in seeking a rehabilitation program to help the employee overcome dependency on drugs or alcohol. Any employee failing to pursue rehabilitative measures by satisfactory participation in an accepted counseling program will be subject to termination. Certain classifications are designated as DOT employees and must meet DOT drug free requirements.

## **Drug and Alcohol Policy**

### **Purpose**

Yucaipa Valley Water District ("YVWD" or the "District") has a significant interest in ensuring the health and safety of its employees. It has an obligation to ensure that its employees do not present a safety risk to the general public. Drug or alcohol use may

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pose a serious threat to job performance, employee health and safety, and public safety.

YVWD will be firm in identifying and disciplining those employees who do not voluntarily seek assistance and who continue to abuse alcohol or use controlled substances in violation of the following:

No employee who is on duty or on standby for duty will:

- 1. Use, possess, or be under the influence of illegal or unauthorized drugs or other illegal mind-altering substances; or
- 2. Use or be under the influence of alcohol to any extent that would impede the employee's ability to perform his or her duties safely and effectively.

No employee will perform duties that, because of drugs taken under a legal prescription, cannot be performed without posing a threat to the health or safety of the employee or others. This includes medications that <u>may</u> impair the employee's ability to operate machinery or motor vehicles.

Employees will be subject to drug and alcohol testing when there is reasonable suspicion that the employee has violated the rules expressed herein. Moreover, applicants and employees may be subject to pre-employment testing, pre-placement testing, post-accident testing, and random testing as described in this policy. In addition, when such an employee has already been found in violation through the adverse action or medical examination process under this policy, as a result of substance testing under this policy, or by the employee's own admission, the employee will be required to submit to testing as a condition of remaining in or returning to District employment.

#### I. SCOPE

The purpose of this policy is to protect District employees and the public from risks associated with alcohol abuse and controlled substances use. This policy is also intended to comply with all applicable Federal and State regulations governing workplace anti-drug programs in the transportation industry. The Department of Transportation (DOT) has implemented "Procedures for Transportation Workplace Drug Testing Programs" (49 CFR, Part 40) and "Controlled Substances and Alcohol Use and Testing" (49 CFR, Part 382). The regulations mandate urine drug testing and breathalyzer alcohol testing for safety-sensitive positions and prevent performance of such functions when there is a positive test result.

#### II. APPLICABILITY

This policy applies to all employees when they are on District property or when performing any District-related business. It also applies to employees operating District vehicles or equipment. It applies to off-site lunch periods and breaks when an employee is scheduled to return to work.

Visitors, vendors, and contracted employees violating this policy will not be permitted to conduct business on District property or projects and will be ordered off District property.

#### A. General (Non-Safety/Security Sensitive)

Positions not addressed as "safety-sensitive". This employment category is subject to pre-employment, reasonable suspicion, return-to-duty and follow-up controlled substance and/or alcohol testing.

### B. Safety-Sensitive (DOT)

Job positions requiring the use of a commercial driver's license (CDL). A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive function. Safety-sensitive employees are subject to pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up controlled substance and/or alcohol testing as covered under Title 49 Code of Federal Regulations (CFR), Part 382.

#### III. PROPER APPLICATION OF THE POLICY

The District is dedicated to assuring fair and equitable application of this policy. Therefore, supervisors are required to administer all aspects of the policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy with respect to their subordinates may be subject to disciplinary action, up to and including termination.

#### IV. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

## A. Controlled Substances

Controlled substances are drugs that include, but are not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.

## B. Marijuana Use and the Compassionate Use Act of 1996

The Compassionate Use Act of 1996, Health & Safety Code section 11362.5, and the Adult Use of Marijuana Act, do not exempt or otherwise immunize an employee or job applicant from compliance with the YWVD Drug & Alcohol Policy and the consequences of positive detection of marijuana in accordance with this policy, even in cases where the marijuana use is for medical purposes on a physician's recommendation.

#### C. Alcohol

Alcohol is defined as the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.

### V. PROHIBITED CONDUCT

No employee will report to any work site or will work impaired by any drug or alcohol, lawful or unlawful.

No employee at any work site will use or possess any quantity of any drug or alcohol, lawful or unlawful, that would interfere with the performance of their duties. (Exception: The approved possession and use of certain drugs in the course of an employee's job, i.e. lab work).

No employee at any work site shall manufacture, dispense, distribute, or sell any drug or alcohol, lawful or unlawful.

No employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

#### VI. NOTIFICATION OF CRIMINAL DRUG CONVICTION

All employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of conviction must be made to the human resources contact within five days after conviction, as mandated by the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act of 1990. Failure to report such convictions may subject the employee to disciplinary action, up to and including dismissal.

#### VII. PRESCRIPTION AND NON-PRESCRIPTION SUBSTANCES

Using or being under the influence of any legally obtained drug by an employee while performing District business, while on District property, or while on standby is prohibited if such use or influence may affect the safety of the employee, co- workers, members of the public, the employee's job performance, or the safe or efficient operation of the District's business.

An employee may continue to work, even though under the influence of a legal substance, if District management has determined that the employee does not pose a threat to their own safety or their co-workers and that the employee's job performance is not significantly affected by the legal drug.

### VIII. VOLUNTARY ADMITTANCE

Employees who believe they may have a substance abuse problem are encouraged to seek assistance for resolving that problem. An employee voluntarily seeking help can make a confidential request for assistance to their supervisor. Employees who admit to alcohol misuse or controlled substances use are not subject to disciplinary measures provided that the employee does not self-identify in order to avoid testing under the requirements of this program. A decision to seek assistance after the District has detected unsatisfactory performance or a violation of this policy will not avoid disciplinary action, including discharge.

### IX. TESTING FOR PROHIBITED SUBSTANCES

Testing will be conducted in a manner to assure a high degree of accuracy and reliability, using techniques, equipment, and laboratory facilities approved by the Department of Health and Human Services. Controlled substance testing includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen

will be conducted on each specimen. For specimens that test above initial screening thresholds, a confirmatory test will be performed. The test will be considered positive if the controlled substance levels are above the minimum thresholds established in the DOT guidelines (49 CFR, Part 40). If an initial test for alcohol indicates an alcohol concentration of 0.04 or greater, a confirmation test will be performed to confirm the result of the initial test. An employee who has a confirmed alcohol concentration of 0.02 but less than 0.04 will be removed from their position for at least 24 hours. A breath alcohol concentration of 0.04 or greater will be considered a positive alcohol test.

### A. ALL EMPLOYEES

## 1. Pre-Placement/Post-Offer Controlled Substance (Drug) Testing

An applicant with the District will be required to undergo a drug screening analysis prior to employment. Any offer of employment will be conditioned upon compliance with this policy. The applicant will be requested to execute a consent form which includes a waiver and release. The consent form will be completed by the applicant and collection center at the time of collection. A positive test indicating the presence of controlled substances as defined in this policy will constitute disqualification of the applicant for the position.

#### 2. Reasonable Suspicion Testing

A drug and/or alcohol test shall be conducted when a manager or supervisor has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse.

The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. A supervisor, or other company official, who is trained in detecting the signs and symptoms of drug use and alcohol misuse must make the required observations.

A written record shall be made of the observations leading to an alcohol or controlled substances reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances tests are released, whichever is earlier.

- a. Reasonable suspicion testing may be based upon, among other things:
  - Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug.
  - 2) A pattern of abnormal conduct or erratic behavior.
  - Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking.

- 4) Adequate documentation of unsatisfactory work performance or onthe-job behavior.
- 5) Physical signs and symptoms consistent with prohibited substance use.
- 6) Occurrence of a serious or potentially serious accident that may have been caused by human error.
- Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operation procedures.
- b. Employees reasonably believed to be under the influence of drugs or alcohol will not be permitted to engage in further work. In addition, such employees will not be permitted to drive themselves from the worksite. A supervisor, Human Resources Representative or Safety Representative will see that the employee is transported to the designated collection center.
- c. A controlled substance test is considered positive when a verified test indicates specimens have concentrations of a particular class of drug above the DOT-specified concentration levels.
- d. An alcohol test is considered positive when a verified test indicates a breath alcohol content greater than 0.04.

## 3. Post-Accident Testing

All employees are required to immediately report any accident to his/her immediate supervisor.

Any accident that results in damage to private property and involves a District vehicle or heavy equipment requires drug and alcohol testing of that employee and any other safety-sensitive employees involved in the accident directly or indirectly. In some cases, this could include mechanics or office personnel.

Following an accident, the District will test the operator of the vehicle and each employee on duty in the vehicle at the time of the accident if it is believed that an employee could have contributed to that accident. Testing is also required if one or more vehicles has disabling damage and has to be towed or any time an individual requires transportation to a medical facility following an accident.

Refusal of a request to take a drug or alcohol test may result in disciplinary action, up to and including termination of employment.

### B. SAFETY-SENSITIVE / DOT-COVERED EMPLOYEES

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which may require YVWD to implement a controlled substance testing program. YWVD will comply with these regulations and is committed to maintaining a drug-free workplace. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with YVWD.

#### 1. Covered Employees

This policy applies to every employee whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function", and any person applying for such positions.

Under YWVD, an employee is performing a safety sensitive function if they are:

- a. Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL)
- b. Inspecting, servicing, or repairing any commercial motor vehicle
- c. Waiting to be dispatched to operate a commercial motor vehicle
- d. Performing all other functions in or upon a commercial motor vehicle
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded
- f. Performing driver requirements associated with an accident.
- g. Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.
- h. Performing duties in which job performance could result in a direct threat to the employee's safety and/or the safety of others.

## 2. Testing Procedure

All testing will be conducted as required in 49 CFR Parts 40 and 382, as amended.

### 3. Pre-Placement/Post Offer Controlled Substance (Drug) Testing

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive duties. A positive test indicating the presence of controlled substances as defined in this policy may constitute disqualification of the applicant for the position.

Pre-placement controlled substances tests will also be required for:

- a. Existing District employees who newly obtain a Commercial Driver's License or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- Existing District employees who are promoted to positions that require a Commercial Driver's License or a Hazardous Materials Endorsement to haul hazardous materials (e.g., gaseous chlorine, propane) and will be using these licenses to perform safety sensitive functions within their job description;
- c. Applicant's whose job descriptions include safety sensitive functions that are subject to DOT guidelines; and
- d. Existing District employees who are newly subject to a recently

implemented District program <u>and</u> have not been tested for controlled substances in the previous six months or have not participated in a random drug and/or alcohol testing program for the previous 12 months.

### 4. Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing must be conducted at all times of day when safety- sensitive functions are performed.

The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employees' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each covered employee shall have an equal chance of being tested each time selections are made.

Each employee selected for testing shall be tested during the selection period. A covered employee shall only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Each covered employee who is notified of selection for random drug or random alcohol testing shall proceed to the test site immediately. In the event an employee, who is selected for a random test, is on vacation, laid off, or on an extended medical absence during the quarter of selection, an alternate employee will be randomly selected, and the unavailable employee will be put back into the pool for the next quarter. When this occurs, the District will keep documentation that the driver was ill, injured, laid off, or on vacation and that the employee was in the random selection pool for that cycle.

## X. REFUSAL TO SUBMIT

Any employee who refuses to submit to a drug or alcohol test immediately when requested by a supervisor or law enforcement personnel, or an employee who fails to appear for testing, will be treated in the same manner as an employee who has failed an alcohol or controlled substance test, as defined in this policy. No applicant who refuses to be tested will be extended an offer of employment. Attempts to alter or substitute the specimen provided will be deemed a refusal to take the drug test when required.

#### XI. VIOLATION OF POLICY AND DISCIPLINARY CONSEQUENCES

An employee may be found to use illegal drugs or alcohol on the basis of any appropriate

evidence including, but not limited to:

- Direct observation:
- Evidence obtained from an arrest or criminal conviction;
- A verified positive test result; or
- · An employee's voluntary admission.

A confirmed positive test will subject the employee to disciplinary action up to and including termination of employment.

### XII. EMPLOYEE RIGHTS

Upon request, the employee will receive a full copy of any test results and related documentation of the testing process.

If an initial test is positive, the laboratory will be instructed to retest the specimen for the substance indicated before reporting the result to the District. In all cases of confirmed positive test results, employees will have the opportunity to explain the result, and to substantiate the explanation with medical evidence, which could include an additional confirmation of the same specimen.

#### District Property

All employees in possession of keys/access codes to District premises shall not permit them to be used by unauthorized persons.

Every job in the District requires the use of District supplies, materials and equipment. It is the employees' responsibility to maintain District property in the best possible condition, make the most economical use of supplies, and to see that all tools, equipment and unused materials are returned to the District after use. It shall be unacceptable conduct for any employee to engage in the use of District equipment for personal benefit or gain.

All work areas, including but not limited to desks, lockers, computers, tool boxes and vehicles used for District work on District property/worksites should not be considered as "private" by any employee. The District reserves the right to enter any and all areas for legitimate business purposes at any time.

### Gifts and Gratuities

Employees are not to accept any gift or gratuity from an individual, company or organization doing business with the District because gifts can be viewed as unethical attempts to influence District operations. Although some offers are made in good faith and intent, all employees are expected to remain free from any potential conflict of interest. Any gift offered by an outside party should be politely, but firmly, declined. Persistent attempts by individuals to provide gifts and/or gratuities to employees should be reported to the General Manager.

Exceptions to this policy include perishable treats during the holiday season and nominal merchandise provided by vendors with corporate logos such as mugs, hats, pens and calendars.

#### Expense Reimbursement

District staff shall be reimbursed for expenses incurred in the performance of their duties required based on the requirements and limitations below. All expense reimbursement forms (outlining anticipated expenses and work attendance issues) must be completed and approved by your supervisor prior to incurring any District related expenses. This pre-approval ensures that the employee is fully aware of all expenses anticipated to be reimbursed by the District.

## A. Mileage Reimbursement:

Prior to providing a reimbursement, the employee must submit a request for reimbursement with the necessary supporting documentation stating dates of travel and the details of District approved function.

Any other miscellaneous expense submitted for reimbursement must have a clearly legible and legitimate receipt in order to be approved for reimbursement.

When traveling to District approved seminars and meetings, there may be the need to use a District vehicle. When a District vehicle is approved for use as transportation, the employee shall not transport non-business-related guests such as family members or friends at any time. If the employee uses a personal vehicle as transportation to a District approved function, then the District will reimburse the employee in the form of a mileage allowance based on Federal standards adopted by the Internal Revenue Service. When calculating mileage traveled by an employee to attend an event, the District will use the lesser of (1) the distance from the employee's place of work to the event, and (2) the actual distance traveled. Mileage reimbursements shall not exceed the cost of the lowest available airfare.

## B. Meals and Incidental Expenses (M & IE):

When an employee is required to travel more than 50 miles one-way, or more than one-day duration to attend District approved functions, the District will reimburse the employee for meals based on the applicable GSA per diem rate as set forth at <u>GSA.gov/per diem</u>.

- 1. Determine the location where you will be working while on official travel.
- 2. Look up the location-specific information at www.gsa.gov/perdiem.
- 3. On the results page, click "View Rates" to jump to the Meals & Incidental Expenses (M&IE) rates table.
- 4. Note the amount listed for M&IE total, breakfast, lunch, dinner, incidentals, and first and last day of travel.
  - a. The table lists the full daily amount employees receive for a single calendar day of travel when that day is neither the first nor last day of travel.
  - b. The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip. For example, if your trip includes meals that are already paid for through a registration fee for a conference, you will need to deduct those meals.
  - c. The "First & Last Day of Travel" column lists the amount employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

#### Internet and E-Mail

All employees are responsible for the material read, sent, received or delivered via the Internet or e-mail services. Access to the Internet and e-mail services from District computers and phone lines are for business purposes only. The District does not allow employees to use personal Internet or e-mail access accounts on District computers, phone lines, or equipment without the prior written approval of the General Manager.

The e-mail and Internet access from District computers may not be used for transmitting, retrieving or storage of any communications of a derogatory, defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. Harassment of any kind is prohibited. No messages with derogatory of inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. No abusive, profane or offensive language is to be transmitted through the District's e-mail or Internet system. Electronic media may also not be used for any other purpose which is illegal or against District policy or contrary to the District's best interest or is otherwise inappropriate or unrelated to District business. Solicitation of non-District business or any use of the District's e-mail or Internet for personal use or gain is prohibited.

Any employee who violates this policy will be subject to disciplinary action up to and including termination. If necessary, the District reserves the right to advise appropriate legal officials of any violations.

### Social Media

Social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the District, as well as any other form of electronic communication. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects staff members, customers, suppliers, people who work on behalf of the District or the District's legitimate business interests may result in disciplinary action up to and including termination.

Always be fair and courteous to customers, staff members, suppliers or people who work on behalf of the District. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched.

- Post only appropriate and respectful content
- Maintain the confidentiality of the District's trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.
- Do not create a link from your blog, website, or other social networking site to a District website without identifying yourself as a staff member.
- Express only your personal opinions. If you do publish a blog or post online related to the work you do or subjects associated with the District, make it clear that you are not speaking on behalf of the District. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Yucaipa Valley Water District."

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the equipment use policy. Do not use District email addresses to register on social networks, blogs or other online tools utilized for personal use.

#### **Electronic Communications**

Each employee is responsible for the content of all text, audio or images that he or she places or sends over the District's e-mail or Internet system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else or someone from another agency, district or company. All messages communicated on the District's e-mail and Internet system shall contain the sending employee's name.

All employees are hereby warned that deletion of a message or file may not fully eliminate the message from the system. No such deletion should be made without the express permission of the employee's supervisor.

All messages or information sent by an employee to another individual outside of the District via an electronic network (e.g. bulletin board, online service or Internet) are statements that reflect on the District. While some users include personal "disclaimers" in electronic messages, there is still a connection to the District, and the statements may be tied to the District.

All communications sent by employees via the District's e-mail or Internet system must comply with this and other District policies.

The District reserves the right to monitor, audit and disclose usage patterns for its e-mail and Internet communications for any reason, including cost analysis/allocation and the management of the District's gateway to the Internet. All messages created, sent, or retrieved using District resources are the property of the District and although proprietary should be considered accessible by the public during transmission. The District reserves the right to access and monitor all messages and files on the District's wireless, e-mail and Internet systems. Employees must be

<u>aware that electronic communications are not private.</u> Under some circumstances communications may be subject to disclosure under the Public Records Act of litigation.

Any employee who violates this policy will be subject to disciplinary action up to and including termination. If necessary, the District reserves the right to advise appropriate legal officials of any violations.

#### Software

To prevent computer viruses from being transmitted through the District's computer system, there will be no unauthorized downloading or installation of any unauthorized software. All software downloaded must be registered to the District and obtained through District approved sources. Supervisors will be responsible for providing <u>written authorization</u> prior to downloading or installing any software, upgrades, drivers, browsers, and other business-related software.

Any employee who violates this policy will be subject to disciplinary action up to and including termination. If necessary, the District reserves the right to advise appropriate legal officials of any violations.

### Mileage Allowance

Employees who are required to drive their personal vehicle in the performance of work duties will receive a mileage allowance. The district will base the mileage allowance on federal standards adopted by the Internal Revenue Service.

### **Dress Code**

Although there is no official District-wide dress code, most departments have standardized uniforms that must be worn during the regular workday. All employees are expected to wear clothing appropriate to your job and work site, even during afterhours (over time) work-related activities. Your clothing and appearance should be neat, clean, in good business taste, and not constitute a safety hazard or otherwise reflect adversely upon the District.

#### Uniforms

You may be required to wear uniforms in the performance of your duties. The District furnishes uniforms to most employees in the water and wastewater divisions. All employees who are provided with uniforms or are provided with partial District uniforms are required to wear them on the job at all times. These uniforms are to be worn during regular working hours and may include wear to and from work, but they are not to be worn at other venues/times. The uniform identifies you as a District employee. Proper care of the uniform, both on and off the job will reflect favorably upon you and the District.

#### Work Boots

It is the responsibility of each employee (administrative and non-administrative) to purchase and have available at work steel toe work boots ("Work Boots"). Work boots are worn on a regular basis by all non-administrative employees including but not limited to employees in the water, sewer and recycled divisions. All other employees may be required to wear Work Boots in the event of emergency or hazardous conditions.

All Work Boots shall meet the following minimum criteria:

- A. made of leather construction;
- B. required to have steel toe protection with an American National Standard Institute (ANSI) rating of no less than C-75;
- C. have a height of no less than six (6) inches in order to cover the ankle and provide support; and
- D. may be a style which is either a slip-on or have laces depending on the job requirement.

The District will provide an allowance of \$300.00 per employee for safety steel toe work boots in July of each fiscal year (July 1 to June 30). Any purchase or series of purchases, within a one-year period that exceeds this amount will be the responsibility of the employee [DM 18-024, DM 18-025, DM 18-026].

## Distribution of Literature

No employee shall participate in the distribution of any literature, printed or electronic, during work hours, or on District property which may be construed as being political, religious, obscene or otherwise offensive or invasive to an individual's privacy.

#### Use of Bulletin Boards

The use of bulletin boards supplied by the District are for the benefit of all employees for the purpose of displaying information related to employee notices and other related business matters. All postings are subject to the approval of the General Manager.

The Union may utilize the existing bulletin boards to post information to effectively communicate the business of the District with all employees.

#### Outside Employment

The work of the Yucaipa Valley Water District shall take precedence over any other occupational interests of its employees. All outside employment for salary, wages or commission services and all self-employment must be reported in writing to the appropriate departmental supervisor and approved in advance. Each change in outside employment shall require separate approval.

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No outside employment shall (1) involve the use for private gain or advantage of District time, facilities, equipment and supplies; or the uniform, prestige, or influence of the District office or employment; or (2) receive or accept any money or other consideration from anyone for the performance of an act which the officer or employee would be required or expected to render in the course of employment with the District; (3) occur if the act which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by the District; (4) involve such time demands as would render performance of his or her duties as to the District less efficiently; or (5) lower the efficiency of the employee.

## Personal Phone Calls (Regular & Cellular Phones)

While it is understood that the use of District telephones is for District related business, it is understood that on occasion personal calls are necessary. Employees may use phones for personal calls when necessary, understanding that the use of telephones for such use is a privilege and is not to be abused. Personal outgoing as well as incoming personal calls should be kept to a minimum. Personal toll calls are not to be charged to the District.

The District has an Optional Cellular Device Usage Program in which employees may complete a reimbursement form annually in January for approval by the General Manager. This allows employees to receive reimbursement in the amount of \$40 per month at the first payroll cycle of each month for the use of their personal cellular device for District and work-related tasks [DM 17-023].

### Mail and Correspondence

Due to the size of the District and the wide range of services provided, it is common for the District to receive large volumes of mail on a regular basis. The intent of the District is to provide an efficient method of performing routine tasks such as opening and sorting the incoming mail. In order for the District to conduct business in a professional manner, there will be times when mail addressed to an individual employee is opened and sorted with the rest of the mail. When mail is directed to a specific individual and the words "PERSONAL AND CONFIDENTIAL" are clearly legible on the outside envelope, then the mail will be held for the employee or forwarded to the employee's most recent home address. Items marked "CONFIDENTIAL" may be opened by the General Manager (or designee). To allow the District to operate effectively, all employees are required to receive non-business-related mail at their home address and are not to give or use the District address for personal use.

### Political Activities by District Employees

Although District employees are encouraged to support the governments in our political system in an appropriate fashion, there are limits on employee political activity. District employees may join civic, partisan or political organizations, may attend political meetings and advocate the principles or policies of civic or political organizations in accordance with the Constitution and laws of the state and nation. However, as public employees we are obligated to keep the workplace politically neutral.

Therefore, political activities should be limited to an employee's off duty hours, should not unduly reflect upon the District, and an employees' political activities must be clearly separated from activities related to their employment.

- A. No District employee shall be required to contribute any money or anything of value to any candidate for nomination or election to any office, or to any campaign or political committee, or take part in any political campaign.
- B. Prohibited activities by District employees include:
  - 1. Engaging in any type of political activities as set forth herein, during normal working hours or while pursuing regular duties in the course of employment. District employees may not take part in any political activity while in uniform.
  - 2. Receiving expenses, gifts, remuneration of any type or monetary reward in exchange for political activities.
  - 3. Using one's public or official position or knowingly allowing it to be used to further a political party, political candidacy, political issue or position, or influence a political outcome.
  - 4. Use of District facilities, equipment or resources (including email and Internet resources) for political campaigns or campaign related activities.
  - 5. Improper use of the District name or District logo indicating support/opposition for political candidates, forums or related political activities.
- C. Any District employee violating this section shall be guilty of improper conduct and shall be subject to disciplinary action, up to and including termination.

## Certification and Licensing

Upon submittal of evidence of obtaining bona fide certification in Water Treatment, Backflow Device Tester, Water Distribution, Wastewater Treatment, CWPCA Industrial Waste, Laboratory Technologist, Mechanical Assistant and/or Collection System Maintenance or other required certifications or operating licenses, employees shall be reimbursed by the District for classes of mandatory applicable testing and renewal fees, provided said certifications are appropriate to their day-to-day employment responsibilities and the employees have obtained prior approval for reimbursement on forms provided by the District.

### Seminar & Tuition Assistance Expenses

For employees to receive financial assistance in continuing education they must:

- A. Have prior approval of their supervisor and/or the General Manager; and
- B. Have selected credit or non-credit courses given by an accredited or approved college or school which relate directly to their present or future job assignments; and do not conflict with their assigned hours of work.

NOTE: Upon approval of the General Manager, employees may attend seminars or special education as may be beneficial to the District during working hours. The District may provide transportation and will pay for all registration fees and materials needed. The

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employee is responsible for receiving prior approval for District related reimbursable expenses prior to incurring any expenses related to seminars and/or tuition and coordinating their time away from work with their immediate supervisor.

Employees who qualify and continue in the District as an employee and achieve a final grade of "C" or better will be reimbursed in full on a semester or course basis, whichever is applicable for the cost of their tuition, registration fees, and required text books. If the books are reimbursed, they become the property of the District.

### **Layoff Procedure**

The District may initiate layoffs for lack of work, lack of funds, reorganization or other legitimate business reasons:

- A. Non-Discrimination in Workforce Reduction Demotions which result from a reduction in force shall be made without regard to an employee's race, color, creed, national origin, religion, sex, age, physical/mental disability, medical condition, or U.S. Veterans' status.
- B. Layoff Plan In the interest of Employees who may be adversely affected by a general layoff arising from the need to reduce the work force, the District may first solicit volunteers for alternative measures, such as early retirement, demotion, job sharing, reduced work hours, and the like, in order to reduce the impact upon employees, so long as the District determines that is in its best interest to take such measures.
- C. Abolition of Position Consistent with its Reserved Rights, the Board of Directors may abolish any position in District service when, in the Board's judgment, such action becomes necessary. Employees transferred, demoted, or laid off because of abolition of positions shall receive written notice of such fact but shall not have the right of appeal in such cases. When a position is abolished, every effort will be made to transfer the affected employee to a comparable class and to follow the layoff procedures.
- D. Layoff Area and Priority The General Manager in consultation with the Board of Directors, shall determine the area(s) and positions in which layoffs may occur, including the identity of the department, division, work unit, class, and specific position. When a list of the affected areas and/or positions has been prepared, a copy shall be submitted to all affected and recognized employee organizations, and these rules shall prevail as to the method and manner for implementing such layoffs:
  - Generally, employees holding temporary, seasonal, part-time, probationary, or
    provisional appointments shall be laid off first. Employees serving in permanent
    modified schedule (part-time) positions shall be laid off second. Employees in
    classified service who have completed probations should be laid off last.
  - For purposes of layoff and displacement, seniority for classified employees shall be determined first by service credit within an identified classification and by higher classification in the affected department. Seniority shall be determined thereafter on a District-wide basis. A seniority list will be developed and posted.
  - Service credit shall be weighed against the incumbents' efficiency and effectiveness:
    - Ability to perform work, as determined by assessment of qualifications and past work experience;
    - An assessment of the last 3 performance appraisals; and,
    - Discipline received during the last 12 months.

- E. Service Credit A service credit shall be determined and defined as follows:
  - Continuous service in the classification, including successful completion of the probationary period, shall be the basis for receiving one point for each year of service in the current classification, or fraction thereof for each full month of service in the current classification.
  - Continuous District service, including successfully completed probationary periods, shall be the basis for receiving additional service credits as follows:
    - One point for each year of service, or fractions thereof, for each full month of service, in lower classes of work within the same department; or
    - One-half point for each year of service, or fractions thereof, for each full month of service, in another classes of work within the different department than the one in which currently employed;
  - Performance evaluation based upon the employee's last 3 annual ratings shall be the basis of receiving additional service credits; each rating shall be valued as follows:

Superior 2 points Satisfactory 1 point Below Satisfactory 0 points

• Disciplinary record evaluation for previous 12 months:

Two (2) or more conference memorandums

-1 points
-2 points
Suspension or other

-3 points

- F. Layoff Notifications The General Manager, or designee, shall send written notice to the last known address of each employee affected by a layoff at least 15 calendar days prior to the effective date of such action. The notice shall include:
  - The reason(s) for layoff;
  - Classes or positions to which the employee may transfer or demote within the department, or other departments, if any;
  - Effective date of the action;
  - Service credit of the employee based on the formula rating specified herein;
  - Rules regarding waver of reinstatement and voluntary withdrawal from the reinstatement list; and
  - Limited appeal right of the employee, excluding layoff resulting from abolition of position.
- G. Bumping An employee designated to be laid off may bump into any vacant position in the same class elsewhere in the District, or into any position of the same class held by an employee with lesser service credit elsewhere in the District. If no such position exists, the employee may bump into the next lower classification within the same department, provided that the employee has previously held permanent status in such classification with the District and possesses greater service credit than another employee in the lower class. Thereafter, an employee may bump into any previously held permanent position in the District, provided that the occupant of such position has lesser credit than the employee being laid off. Except as otherwise provided herein, an employee who is bumped shall be laid off in the same manner as an employee whose position is abolished.

- H. Layoff of Bumped Employee A bumped employee, or an employee laid off as a result of a displaced employee's reversion to a lower classification, shall receive written notice of layoff not less than 10 calendar days prior to the effective date of the layoff.
- I. Reinstatement Lists The names of permanent employees who have been laid off due to reduction in force shall be placed on an appropriate reinstatement list according to the date of separation on the following basis the last employee laid off is the first employee on the list with other employees eligible in sequential order thereafter. This list shall be used by the appointing authority when a vacancy for that class is to be filled.

The eligibility of individuals on reinstatement lists shall extend for a period 1 year from the date of layoff. Persons who do not respond to written notification of an opening within 10 working days shall have their names removed from the reinstatement list.

J. Notice of Recall from Layoff – Notice of recall from layoff shall be given by return receipt requested mail. The notice shall specify the date for reporting to work, which shall be not less than 5 calendar days nor more than 2 weeks from the date the notice is received. Notice shall be deemed to have been received when sent to the last known address on file with the District, and attempted delivery or actual delivery is certified by the Postal Service.

Upon receiving notice, the person on layoff shall have 3 calendar days to accept or decline the recall opportunity. An employee who fails to respond affirmatively in writing within 3 calendar days, refuses recall, or fails to report on the prescribed date waives all further right to recall and reinstatement as an employee.

When recall is declined or waived, the District will proceed to the next person on the reinstatement list and follow the same notice and response procedure. This process will continue through the list until recall needs are met or until the list is exhausted.

Reinstated persons shall receive the following upon return to service:

- Retention of permanent full-time service credit accrued as the date of layoff.
- 2. The salary for the classification in effect as of the date of return, at the same step level as the date of layoff, not to exceed the top step;
- 3. The accrual rate of vacation and sick leave in effect for the employee's service credit length and class at the time of rehire, but insurance contributions and qualifying period shall be at the level of a new employee serving the obligatory probation period of at least 6 months if on layoff for more than 1 year;
- 4. All other benefits or programs in effect at the time of layoff shall be forfeited unless they are still applied to the classification or salary range at the time of rehire or provided to new hires as of that date.

#### Resignations

An employee who fails to report to scheduled work hours or does not have a valid leave for 3 consecutive business days shall have been deemed to have constructively resigned. The resignation of an employee is considered a voluntary termination and is initiated by the employee. Generally, a 2-week notification is requested as a matter of courtesy to the District as the employer. The District shall retain the option of dismissing the employee upon receipt of notice with full payment of remaining wages and due benefits as provided for in District benefit package.

#### **Disciplinary Action**

The following disciplinary action may be taken against any employee either by the General Manager or his/her designee.

- A. Oral or Written Warnings Oral or written warnings may be filed in the employee's personnel record file following personal consultation between the employee and his/her supervisor.
- B. Suspension Absence without pay directed as a disciplinary action.
- C. Demotion Reduction from a position in one class to a position in another class having a lower salary range affected for disciplinary purposes. A demotion for disciplinary reasons places the employee on probation in accordance with the Wage and Benefit Manual. (Demotions resulting from employee inability to perform required duties, organizational changes, and layoff, are not disciplinary.)
- D. Dismissal Discharge from the Water District service.
- E. The District is not precluded from taking other corrective measures intended to modify and/or sustain its norms.

In order to establish standards of conduct and work performance for Employees that are consistent with the efficient and effective delivery of public services, and to maintain the integrity of employment where public interest is vital, the District hereby sets forth those circumstances under which disciplinary action may be required and the procedures under which such actions may occur, which will afford employees fair treatment and due process.

To ensure equitable processing of disciplinary actions, the General Manager, or designee, shall be responsible for the proper handling of such matters, including the assurance that Employee rights are protected, and that appropriate action is taken when circumstances warrant. Officials of the District who are responsible for recommending or implementing disciplinary action shall do so based on the procedures prescribed herein and /or as dictated by external law.

#### Management Employees

No discipline will be proposed or implemented upon an exempt employee which would violate FLSA Regulations, i.e., there will be no disciplinary suspensions for increments of less than 1 week, except for major safety violations. (29 CFR Sections 541, 118(2) (5).)

## Causes of Action

It is intended that discipline be imposed primarily for corrective purposes and to address deficiencies in work performance and events of misconduct. The following is a non-exclusive list of the more common causes for disciplinary action:

- A. Abuse or misuse of leave.
  - 1. Improper or unauthorized use of abuse of sick leave;
  - 2. Excessive or patterned absenteeism regardless of reason;

- 3. Being absent without authorized leave, repeated tardiness to assigned workstation, or leaving assigned workstation without authorization.
- 4. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
- 5. Failure to report an absence or late arrival; falsely recording timesheet.

#### B. Behavior.

- 1. Excessive use of District telephone for personal calls.
- 2. Violation of any District rule; or any action that is detrimental to the operation of the District.
- 3. Immoral conduct or indecency on District property.
- 4. Conducting a lottery or gambling on District premises.
- Violation of security or safety rules or failure to observe safety rules or safety practices; failure to wear required safety equipment; tampering with YVWD equipment or safety equipment.
- 6. Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony; interfering with another employee on the job; restricting work output or encouraging others to do the same.
- 7. Negligence or any careless action that endangers the life or safety of one's self or another person.
- 8. Engaging in criminal conduct or acts of violence or making threats of violence toward anyone on District premises or when representing YVWD; fighting, or provoking a fight on District property, or negligent damage of property.
- 9. Any act of unlawful harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
- 10. Smoking in restricted areas as specified by department rules. (All YVWD facilities are designated as non-smoking facilities. Smoking is allowed on YVWD property, outside of the buildings in accordance with State law.)
- 11. Willful or negligent violation of the personnel rules and regulations, resolutions, and other related ordinances including departmental rules, regulations, manual and other policies.
- 12. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on District property or while on duty.
- 13. Use of District vehicles or equipment for personal gain. The purchase of equipment, supplies, or other items intended for personal use using District funds.
- 14. Failure to follow safe working practices or failure to report promptly an injury.
- 15. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work for the District.
- 16. Responding defiantly to a supervisor's directive. Engaging in an act of sabotage; negligently causing the destruction or damage of District property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
- 17. Participation in an unsanctioned strike, work stoppage, work slowdown, or other detrimental concerted activity.
- 18. Sleeping or loitering during working hours.
- 19. Acceptance or solicitation of gifts or gratuities in connection with or relating to the Employee's duties.
- 20. Conduct that is unbecoming a District Official or Employee which tends to discredit the District or District service, including off-duty misconduct or willful misrepresentation of the District.

- 21. Conviction of a crime, the nature of which reflects adversely upon the District or serves as an indication of possible serious consequences related to the continued assignment or employment of the Employee.
- 22. Dishonesty; falsification or misrepresentation on your application for employment or other work-related records or reports; lying about sick or personal leave; falsifying reasons for a leave of absence or other data requested by YVWD; alteration of District records or other District documents.
- 23. Discourteous treatment or harassment of the public or District employees. Threatening, intimidating or coercing fellow employees, or the public, on or off the premises at any time, for any purpose.
- 24. Conduct interfering with the reasonable management and discipline of the District or any of its departments or divisions.
- 25. Engaging in political activities while on duty.
- 26. Any act or conduct that is discriminator or harassing in nature towards another person's race, creed, color, national origin, sex (including sexual harassment), sexual preference, physical/mental disability, medical condition, age, religious, beliefs, U.S. Veterans status or political affiliations.
- 27. Obscene or abusive language toward any manager, employee or customer; indifference or rudeness towards a customer or fellow employee; any disorderly/antagonistic conduct on District premises.
- 28. Unauthorized release of confidential information or official record; failure to treat pending business matters as confidential.
- 29. Creating or contributing to unsanitary conditions.
- 30. Theft or unauthorized possession of District property or the property of fellow employees; unauthorized possession or removal of any District property, including documents, from the premises without prior permission from management; unauthorized use of District equipment or property for personal reasons; using District equipment for profit.
- 31. Speeding or careless driving of District vehicles.
- 32. Neglect of duty.

### C. Work Performance

- 1. Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor.
- 2. Inefficiency, incompetence, or negligence in the performance of duties, or failure to discharge duties in a prompt, competent, and reasonable manner.
- 3. Refusal or inability to improve job performance in accordance with written or verbal direction after reasonable trial period.
- 4. Refusal to accept reasonable and proper assignment from an authorized supervisor.

#### D. Substance Abuse

- Being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on District premises, except medications prescribed by a physician which do not impair work performance.
- 2. Inappropriate use of prescription drugs, possession of drug paraphernalia or open container of alcoholic beverage while on duty.

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- 3. Driving under the influence of alcohol or drugs, including prescription drugs which are unauthorized/misused while on duty; or Suspension of driver's license where job duties require driving.
- 4. Selling or providing another party, either directly or through an intermediary, drugs or alcohol to any person, including, but not limited to another employee, while either party is on duty or subject to call.
- 5. Other reasons subject to a test of just cause.

Notice of Proposed Disciplinary Action (Suspension or other action equivalent to more than 5 days40 hours)

An affected employee shall be given prior notification of a proposed disciplinary action. Notification shall include a statement of proposed action and reasons therefore. A copy of the notice shall be sent to the General Manager.

### A. Skelly Hearing - Administrative Review

Any regular employee, excepting introductory or part-time employees, shall have the right to an Administrative Review of a disciplinary action, demotion, or dismissal. Such review will be conducted by the General Manager or his/her designee prior to the effective date of the disciplinary action unless unusual circumstances justify an effective date which makes prior review unfeasible. In this event the review will be conducted within a reasonable period of time after the effective date of the disciplinary action. The employee shall be provided with written notice of materials supportive of the disciplinary action and permitted to appeal personally before the reviewing officer. An Administrative Review shall not affect any rights the employee may have to a hearing under provisions of the Grievance Procedure.

### B. Administrative Review

The General Manager must approve recommendations for disciplinary action against an employee. Disciplinary action is taken primarily for corrective purposes to address deficiencies in work performance, misconduct or deviation from established policies. Types of disciplinary action may include verbal or written warnings, suspension without pay, demotion to a lower pay range or dismissal (termination). All proposed disciplinary actions shall be subject to administrative review prior to the effective date of the proposed disciplinary action, where such actions include suspension, demotion or dismissal.

#### Grievance Procedure

A grievance procedure has been established for the following purposes:

- A. Promoting improved employer/employee relations by establishing an appropriate means for determining the validity of grievances; that is, claims by an employee that the District has violated, misrepresented or misapplied an obligation to the employee as such obligation is expressed and written in the Personnel Policies of the District.
- B. Providing a method of resolving such claims as closely as possible to the point of origin and as informally as possible.

- C. Encouraging free communications between supervisors and employees.
- D. Providing due process for actions taken against regular employees.

### Grievance Procedure Steps

- A. <u>Step One: Supervisor</u> An employee who has a grievance shall first take it up informally with their immediate supervisor within 10 business days after they know or reasonably should have known of the occurrence of the cause for grievance.
- B. <u>Step Two: Department Head</u> If the grievance is not resolved within 5 business days after its submission in Step One, an employee may submit their grievance in writing to their department head within 7 business days after the grievance was discussed with their Supervisor in Step One. No formal format is required for the written grievance claim. The Department Head shall meet with the employee within 5 business days after receiving the grievance and shall deliver his/her answer in writing to the employee within 5 business days after such meeting. At this, and all subsequent steps in the grievance procedure, the employee has the right to present their grievance with or without a representative, at their option. This grievance procedure does not waive the right to meet and confer on issues within the scope of bargaining in accordance with and to the extent permitted by a Memorandum of Understanding.
- C. <u>Step Three: General Manager</u> If the grievance is not resolved in the Second Step, the employee may submit it in writing to the General Manager within 5 business days after the Department Head's answer is received in writing. The General Manager shall meet with the employee within 5 business days after having received the grievance and shall deliver his/her response to them in writing within 7 business days after such meeting.
- D. Step Four: Board of Director's Hearing If the grievance is not resolved in Step Three, the employee may submit a request in writing to the Board of Directors through the General Manager asking for a hearing. The request for a hearing will be forwarded to the Board of Directors and a hearing officer will be appointed by the District to conduct a hearing and report findings and recommendations to the Board of Directors. Upon receipt of the hearing officer's report, the Board may (1) adopt the report in its entirety; (2) adopt the findings of fact but modify the recommended action; (3) find all or part of the report insufficient and elect to make further findings through an investigation or hearing. The decision of the Board as to the sufficiency of the cause for disciplinary action shall be conclusive administratively.

Whether the hearing or review of hearing findings is conducted in public or executive session, the Board may deliberate its decision in executive session as permitted by law. The Board of Directors shall respond to the grievance in a timely fashion at their next regular Board Meeting following the meeting at which the grievance was heard or as soon as mutually convenient.

## **General Provisions**

Upon receiving an employee request, the General Manager may approve the use of regular working hours which the employee may meet with his/her representative to prepare and present the grievance; otherwise such meeting must be held outside of working hours.

If appeal is not made within the time limits indicated, the grievance will be considered to have been settled on the basis of the last decision rendered. Any grievance not responded to within the prescribed time limits as described in this section will be automatically advanced to the next higher step unless the time limit is extended by mutual agreement.

Employees are assured freedom from reprisal for using the grievance procedure.

# Observance of Policy

All employees are expected to observe the policies contained herein. Any questions or misunderstandings of the above shall be directed to the General Manager. Failure to observe the Personnel Policies of the District may result in disciplinary action, up to and including termination.

# Effectiveness of Provisions

If any term, covenant, condition, or provision of this Document is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

**END OF SECTION** 

Yucaipa Valley Water District - Salary Ranges and Job Titles

		Administrative Clerk III  Administrative Clerk II / Stock Clerk II  Administrative Clerk   / Stock Clerk	\$5,167 \$5,009 \$4,881 \$4,883 \$4,535 \$4,219 \$4,061 \$3,903 \$3,903 \$3,745 \$3,574 \$3,587	\$4,921 \$4,770 \$4,620 \$4,469 \$4,168 \$4,018 \$3,668 \$3,717 \$3,567 \$3,567 \$3,766	\$3,936 \$3,816 \$3,696 \$3,455 \$3,336 \$3,214 \$3,094 \$2,974 \$2,974 \$2,853 \$2,613
		Administrative Clerk III	\$5,167	\$4,921	\$3,936 \$3,816
Plant Maintenance Technician   Integrated Operator In Training	Utility Service Worker I	Engineering Technician I	\$5,640 \$5,482 \$5,324	\$5,372 \$5,221 \$5,071	\$4,297 \$4,177 \$4,057
Integrated Operator I Water Quality Technician	Utility Service Worker II	Engineering Technician II Administrative Clerk IV	\$6,114 \$5,956 \$5,798	\$5,823 \$5,673 \$5,522	\$4,658 \$4,538 \$4,418
Dat Maintanana Tashaislan II		Administrative Assistant	\$6,588 \$6,430 \$6,273	\$6,274 \$6,124	\$5,019 \$4,899
Integrated Operator II			\$6,904 \$6,746	\$6,575 \$6,425	\$5,260 \$5,140
Operator III	Utility Service Worker III	Engineering Technician III	\$7,220 \$7,062	\$6,876 \$6,726	\$5,501 \$5,380
Water Quality Chemist		Purchasing Agent	\$7,536 \$7,378	\$7,177	\$5,741 \$5,621
		Administrative Assistant II	\$7,852 \$7,694	\$7,478 \$7,327	\$5,982 \$5,862
Operator IV	Utility Service Worker IV	Engineering Technician IV	\$8,167	\$7,779	\$6,223 \$6,102
Integrated Operator III			\$8,641 \$8,483 \$8,325	\$8,230 \$8,079 \$7,929	\$6,584 \$6,463 \$6,343
	Senior Utility Service Worker	Administrative Assistant III	\$8,957 \$8,799	\$8,531 \$8,380	\$6,824 \$6,704
			\$9,273 \$9,115	\$8,831 \$8,681	\$7,065 \$6,944
Integrated Operator IV			\$9,746 \$9,588 \$9,431	\$9,282 \$9,132 \$8,982	\$7,426 \$7,305 \$7,186
Water and Sewer Departments	Public Works Departments	Administration Department	Range Bonus	Range Maximum	Range Minimum

Yucaipa Valley Water District - Salary Ranges and Job Titles

Water and Sewer Departments Plant Maintenance Technician | Integrated Operator In Training Plant Maintenance Technician | Integrated Operator I Water Quality Technician Integrated Operator III Water Quality Chemist Integrated Operator II Operator IV Public Works Departments Senior Utility Service Worker Utility Service Worker IV Utility Service Worker II Utility Service Worker Utility Service Worker Administrative Clerk II / Stock Clerk II Administrative Clerk | / Stock Clerk Administration Department Administrative Assistant III Engineering Technician III Engineering Technician IV Engineering Technician II Administrative Assistant Administrative Assistant | Engineering Technician Administrative Clerk IV Administrative Clerk III Purchasing Agent Intern \$8,990 \$8,9867 \$8,9867 \$8,9019 Maximum \$8,514 \$8,207 \$8,207 \$8,820 \$8,896 \$8,287 \$7,207 \$7,506 \$7,506 \$7,507 \$7,707 \$7 Minimum \$7,611 \$77,488 \$77,488 \$6,778 \$6,778 \$6,778 \$6,678 Range

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Yucaipa Valley Water District - Salary Ranges and Job Titles

1					Effective 7/1/2021
Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
32	\$9,752	\$10,240			Integrated Operator IV
25	\$9,594	\$10,074			-
49	\$9,437	\$9,909			
83	\$9,278	\$9,742			
96	\$9,120	925,6\$			
o	\$8,962	\$9,411	Administrative Assistant III		
44	\$8,804	\$9,245		Senior Utility Service Worker	
17	\$8,646	89,079			Integrated Operator III
6	\$8,488	\$8,913			
204	\$8,330	\$8,747 \$8 591	Engineering Technician IV		Operator IV
\$6.411	\$8.014	\$8.415	) 	Utility Service Worker IV	
285	\$7,856	\$8,249			
159	\$7,698	\$8,083	Administrative Assistant II		
032	\$7,540	\$7,917			
906	\$7,382	\$7,751	Purchasing Agent		Water Quality Chemist
779	\$7,224	\$7,585		Utility Service Worker III	Operator III
653	\$7,066	\$7,419	Engineering Technician III		
526	\$6,908	\$7,253			Integrated Operator II
400	\$6,750	\$7,087			
274	\$6,592	\$6,922			
147	\$6,434	99,756	Administrative Assistant I		
021	\$6,276	065,9\$			Plant Maintenance Technician II
894	\$6,118	\$6,424	Engineering Technician II		
641	\$3,900	\$0,238 \$6,002	Administration Clark IV	Utility Service Worker II	Integrated Operator I
515	\$5.644	\$5.926			
389	\$5,486	\$5,760	Engineering Technician I		Plant Maintenance Technician I
262	\$5,328	\$5,594	,	Utility Service Worker I	Integrated Operator In Training
136	\$5,170	\$5,428	Administrative Clerk III		
600	\$5,012	\$5,262			
,883	\$4,854	960'5\$			
\$3,756	\$4,696	\$4,930			
99	\$4,537	\$4,764	Administrative Clerk II / Stock Clerk II		
504	\$4,379	\$4,598			
377	\$4,221	\$4,432			
,251	\$4,063	\$4,267			
124	\$3,905	\$4,101	Administrative Clerk   / Stock Clerk		
,998	\$3,747	\$3,935			
,871	\$3,589	\$3,769	Intern		
745	\$3,431	\$3,603			

YVWD Personnel Manual
Date of Adoption: June 4, 2019March 17, 2020

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 7/1/2022	Water and Sewer Departments	Integrated Operator IV	-						Integrated Operator III		Operator IV					Water Quality Chemist	Operator III		Integrated Operator II				Plant Maintenance Technician II	- - - -	Integrated Operator I Water Ouality Technician	Security 100 miles	Plant Maintenance Technician	Integrated Operator In Training	-											
	Watera	Inte							Inte							wa			ţu.				Plant Ma	-	Wate	5	Plant M	Integrat												
	Public Works Departments							Senior Utility Service Worker				Utility Service Worker IV	,				Utility Service Worker III								Utility Service Worker II			Utility Service Worker I	,											
	Administration Department						Administrative Assistant III				Engineering Technician IV			Administrative Assistant II		Purchasing Agent		Engineering Technician III				Administrative Assistant I		Engineering Technician II	Administrative Clerk IV	A SUBJECT OF THE SUBJ	Engineering Technician I		Administrative Clerk III				Administrative Clerk II / Stock Clerk II				Administrative Clerk   / Stock Clerk		Intern	
	Range Bonus	S10,496	S10,325	S10,156	\$9,986	\$9,815	\$9,646	\$9,476	\$9,306	\$9,136 ¢8.066	\$8.795	\$8,625	\$8,455	\$8,285	\$8,115	\$7,945	\$7,775	\$7,605	\$7,435	\$7,265	\$7,095	\$6,924	\$6,754	\$6,584	\$6,414 \$6,244	\$6.074	\$5.904	\$5,734	\$5,564	\$5,394	\$5,224	\$5,054	\$4,883	\$4,713	\$4,543	\$4,373	\$4,203	\$4,033	\$3,863	\$3,693
	Range Maximum	\$9,996	\$9,834	\$9,673	\$9,510	\$9,348	\$9,187	\$9,025	\$8,863	\$8,701	\$8.377	\$8,215	\$8,053	\$7,891	\$7,729	\$7,567	\$7,405	\$7,243	\$7,081	\$6,919	\$6,757	\$6,595	\$6,433	\$6,271	\$6,108	¢E 70E	\$5,623	\$5,461	\$5,299	\$5,137	\$4,975	\$4,813	\$4,651	\$4,489	\$4,327	\$4,165	\$4,003	\$3,841	\$3,679	\$3.517
	Range Minimum	\$7,997	\$7,867	\$7,738	\$7,608	\$7,478	\$7,349	\$7,220	\$7,090	\$6,960	\$6.701	\$6,572	\$6,442	\$6,313	\$6,183	\$6,053	\$5,924	\$5,794	\$5,665	\$5,535	\$5,405	\$5,276	\$5,146	\$5,017	\$4,887	#1,101 #1,600	\$4,026	\$4,369	\$4,239	\$4,110	\$3,980	\$3,850	\$3,721	\$3,591	\$3,462	\$3,332	\$3,202	\$3,073	\$2,943	\$2.814
	Range	60	59	58	57	56	55	22	53	52	50	49	48	47	46	45	44	43	42	41	40	39	38	37	35	86	33	32	31	30	29	28	27	26	25	24	23	22	21	20

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Yucaipa Valley Water District - Salary Ranges and Job Titles

						Effective 7/1/2023
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
90	\$8.197	S10,246	S10,758			Integrated Operator IV
59	\$8,064	\$10,080	S10,584			-
58	\$7,932	\$9,914	S10,410			
57	\$7,788	\$9,748	S10,235			
56	\$7,665	\$9,582	S10,061			
55	\$7,533	\$9,416	\$9,887	Administrative Assistant III		
72	\$7,400	\$9,250	\$9,713		Senior Utility Service Worker	
53	\$7,267	\$9,084	\$9,538			Integrated Operator III
25	\$7,134	\$8,918	\$9,364			
200	\$6.869	\$8.586	\$9.015	Engineering Technician IV		Operator IV
49	\$6,736	\$8,420	\$8,841		Utility Service Worker IV	
48	\$6,603	\$8,254	\$8,667			
47	\$6,470	\$8,088	\$8,492	Administrative Assistant II		
46	\$6,338	\$7,922	\$8,318			
45	\$6,205	\$7,756	\$8,144	Purchasing Agent		Water Quality Chemist
44	\$6,072	\$7,590	\$7,969		Utility Service Worker III	Operator III
43	\$5,939	\$7,424	\$7,795	Engineering Technician III		
42	\$5,806	\$7,258	\$7,621			Integrated Operator II
4.1	\$5,673	\$7,092	\$7,446			
40	\$5,541	\$6,926	\$7,272			
39	\$5,408	\$6,760	\$7,098	Administrative Assistant I		
38	\$5,275	\$6,594	\$6,923	:		Plant Maintenance Technician II
36	\$5,142 \$5,009	\$6,428	\$6,749 \$6.575	Engineering Lechnician II	Hilly Service Worker II	Integrated Operator I
35	\$4,876	\$6,095	\$6,400	Administrative Clerk IV		Water Quality Technician
34	\$4,744	\$5,929	\$6,226			
33	\$4,611	\$5,763	\$6,052	Engineering Technician I		Plant Maintenance Technician I
32	\$4,478	\$5,597	\$5,877		Utility Service Worker I	Integrated Operator In Training
34	\$4,345	\$5,431	\$5,703	Administrative Clerk III		
30	\$4,212	\$5,265	\$5,529			
29	\$4,079	\$5,099	\$5,354			
28	\$3,947 \$3,814	\$4,933 \$4,767	\$5,180 \$5,006	Administrative Clark II / Stock Clark II		
26	\$3.681	\$4.601	\$4.831			
25	\$3,548	\$4,435	\$4,657			
54	\$3,415	\$4,269	\$4,483			
23	\$3,282	\$4,103	\$4,308	Administrative Clerk   / Stock Clerk		
22	\$3,150	\$3,937	\$4,134			
21	\$3,017	\$3,771	\$3,960	Intern		
20	\$2,884	\$3,605	\$3,785			

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Yucaipa Valley Water District - Salary Ranges and Job Titles

			•			Effective 7/1/2019
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
130	\$9,271	S11,588	S12,168			
129	\$9,120	\$11,400	S11,970			
128	\$8,972	S11,215	S11,776			
127	\$8,827	S11,033	S11,585			
126	\$8,683	S10,854	S11,397			
125	\$8,542	S10,678	S11,212			
124	\$8,404	S10,505	\$11,030			Senior Integrated Operator (Grade V)
123	\$8,267	\$10,334	S10,851			
122	\$8,133	\$10,166	S10,675			
121	\$8,001	\$10,001	S10,501			
120	\$7,871	\$9,839	S10,331			
119	\$7,741	\$9,676	S10,160			
118	\$7,610	\$9,513	\$9,988	Project Manager		
117	\$7,479	\$9,349	\$9,817		Public Works Supervisor	
116	\$7,349	\$9,186	\$9,645			
115	\$7,218	\$9,023	\$9,474			
114	\$2,088	\$8,860	\$9,303			Senior Plant Operator
113	\$6,957	\$8,697	\$9,131	Water Resource Specialist		
112	\$6,827	\$8,533	\$8,960			
111	\$6,696	\$8,370	\$8,789			
110	\$6,566	\$8,207	\$8,617	Senior Engineering Technician		
109	\$6,435	\$8,044	\$8,446			
108	\$6,305	\$7,881	\$8,275			
107	\$6,174	\$7,717	\$8,103			
106	\$6,043	\$7,554	\$7,932	Management Analyst		
105	\$5,913	\$7,391	\$7,761			
104	\$5,782	\$7,228	\$7,589			

Yucaipa Valley Water District - Salary Ranges and Job Titles

			-	,	) }	Effective 7/1/2020
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
130	\$9,502	S11,878	\$12,472			
129	\$9,348	S11,685	\$12,269			
128	\$9,196	S11,496	\$12,070			
127	\$9,047	S11,309	S11,874			
126	\$8,900	S11,125	S11,682			
125	\$8,756	S10,945	S11,492			
124	\$8,614	S10,767	S11,306			Senior Integrated Operator (Grade V)
123	\$8,474	\$10,592	S11,122			
122	\$8,336	\$10,420	S10,941			
121	\$8,201	S10,251	S10,764			
120	\$8,068	S10,085	\$10,589			
119	\$7,934	\$9,918	S10,413			
118	\$7,800	\$9,750	S10,238	Project Manager		
117	\$7,666	\$9,583	S10,062		Public Works Supervisor	
116	\$7,533	\$9,416	\$9,887			
115	\$7,399	\$9,249	\$9,711			
114	\$7,265	\$9,081	\$9,535			Senior Plant Operator
113	\$7,131	\$8,914	\$9,360	Water Resource Specialist		
112	\$6,997	\$8,747	\$9,184			
111	\$6,864	\$8,579	\$9,008			
110	\$6,730	\$8,412	\$8,833	Senior Engineering Technician		
109	\$6,596	\$8,245	\$8,657			
108	\$6,462	\$8,078	\$8,482			
107	\$6,328	\$7,910	\$8,306			
106	\$6,194	\$7,743	\$8,130	Management Analyst		
105	\$6,061	\$7,576	\$7,955			
104	\$5,927	\$7,409	\$7,779			

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Yucaipa Valley Water District - Salary Ranges and Job Titles

						Effective 7/1/2021
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
130	\$9,740	S12,175	S12,784			
129	\$9,582	S11,977	S12,576			
128	\$9,426	S11,783	\$12,372			
127	\$9,273	S11,592	S12,171			
126	\$9,123	S11,404	S11,974			
125	\$8,975	S11,218	S11, <b>779</b>			
124	\$8,829	S11,036	S11,588			Senior Integrated Operator (Grade V)
123	\$8,686	\$10,857	S11,400			
122	\$8,545	\$10,681	S11,215			
121	\$8,406	\$10,508	S11,033			
120	\$8,270	S10,337	S10,854			
119	\$8,132	S10,166	S10,674			
118	\$7,995	\$9,994	S10,494	Project Manager		
117	\$7,858	\$9,823	810,314		Public Works Supervisor	
116	\$7,721	\$9,651	\$10,134			
115	\$7,584	\$9,480	\$9,954			
114	\$7,447	\$9,308	\$9,774			Senior Plant Operator
113	\$7,309	\$9,137	\$9,594	Water Resource Specialist		
112	\$7,172	\$8,965	\$9,414			
111	\$7,035	\$8,794	\$9,234			
110	\$6,898	\$8,622	\$9,054	Senior Engineering Technician		
109	\$6,761	\$8,451	\$8,874			
108	\$6,624	\$8,280	\$8,694			
107	\$6,487	\$8,108	\$8,514			
106	\$6,349	\$7,937	\$8,334	Management Analyst		
105	\$6,212	\$7,765	\$8,153			
104	\$6,075	\$7,594	\$7,973			

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Yucaipa Valley Water District - Salary Ranges and Job Titles

			•			Effective 7/1/2022
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
130	\$9,983	\$12,479	513,103			
129	\$9,821	\$12,277	\$12,891			
128	\$9,662	\$12,078	\$12,681			
127	\$9,505	S11,881	S12,476			
126	\$9,351	S11,689	S12,273			
125	\$9,199	S11,499	S12,074			
124	\$9,050	\$11,312	S11,878			Senior Integrated Operator (Grade V)
123	\$8,903	S11,129	S11,685			
122	\$8,758	S10,948	S11,495			
121	\$8,616	\$10,770	\$11,309			
120	\$8,476	S10,595	S11,12 <b>5</b>			
119	\$8,336	S10,420	S10,941			
118	\$8,195	S10,244	S10,756	Project Manager		
117	\$8,055	S10,068	\$10,572		Public Works Supervisor	
116	\$7,914	\$9,892	\$10,387			
115	\$7,773	\$9,717	\$10,203			
114	\$7,633	\$9,541	S10,018			Senior Plant Operator
113	\$7,492	\$9,365	\$9,834	Water Resource Specialist		
112	\$7,352	\$9,190	\$9,649			
111	\$7,211	\$9,014	\$9,464			
110	\$7,070	\$8,838	\$9,280	Senior Engineering Technician		
109	\$6,930	\$8,662	\$9,095			
108	\$6,789	\$8,487	\$8,911			
107	\$6,649	\$8,311	\$8,726			
106	\$6,508	\$8,135	\$8,542	Management Analyst		
105	\$6,367	\$7,959	\$8,357			
104	\$6,227	\$7,784	\$8,173			

Yucaipa Valley Water District - Salary Ranges and Job Titles

			•	•		Effective 7/1/2023
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
130	S10,233	S12,791	513,431			
129	S10,067	\$12,584	513,213			
128	\$9,904	\$12,379	S12,998			
127	\$9,743	S12,179	S12,787			
126	\$9,585	S11,981	S12,580			
125	\$9,429	S11,786	S12,376			
124	\$9,276	S11,595	S12,175			Senior Integrated Operator (Grade V)
123	\$9,125	S11,407	811,977			
122	\$8,977	\$11,222	S11,783			
121	\$8,832	\$11,040	S11,591			
120	\$8,688	\$10,860	S11,403			
119	\$8,544	S10,680	811,214			
118	\$8,400	\$10,500	S11,025	Project Manager		
117	\$8,256	\$10,320	S10,836		Public Works Supervisor	
116	\$8,112	\$10,140	\$10,647			
115	\$7,968	\$9,960	S10,458			
114	\$7,824	\$9,780	S10,269			Senior Plant Operator
113	\$7,680	\$9,599	S10,079	Water Resource Specialist		
112	\$7,535	\$9,419	\$9,890			
111	\$7,391	\$9,239	\$9,701			
110	\$7,247	\$9,059	\$9,512	Senior Engineering Technician		
109	\$7,103	\$8,879	\$9,323			
108	\$6,959	\$8,699	\$9,134			
107	\$6,815	\$8,519	\$8,945			
106	\$6,671	\$8,338	\$8,755	Management Analyst		
105	\$6,527	\$8,158	\$8,566			
104	\$6,383	\$7,978	\$8,377			

Yucaipa Valley Water District - Salary Ranges and Job Titles

						Effective 7/1/2019
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
250	S11,338	S14,173	S14,881			
249	S11,206	S14,008	814,708			
248	S11,075	S13,843	S14,536	Chief Financial Officer		
247	S10,943	S13,679	S14,363			
246	510,811	S13,514	S14,190			
245	510,680	S13,350	S14,017			
244	S10,548	S13,185	S13,844			
243	S10,416	\$13,020	513,671			
242	S10,285	\$12,856	S13,499			
241	\$10,153	\$12,691	S13,326			
240	\$10,021	S12,527	S13,153			Intgrated Operations Manager
239	\$9,890	S12,362	S12,980			
238	\$9,758	S12,197	\$12,807			
237	\$9,626	S12,033	S12,634			
236	\$9,495	S11,868	S12,462	Implementation Manager		
235	\$9,363	S11, <b>7</b> 04	\$12,289			
234	\$9,231	S11,539	S12,116		Public Works Manager	
233	\$9,100	S11,374	S11,943	Water Resource Manager		
232	\$8,968	\$11,210	S11, <b>77</b> 0			
231	\$8,836	S11,045	S11,597			Operations Manager
230	\$8,704	S10,881	S11,425	Engineering Manager		
229	\$8,573	S10,716	S11,252			
228	\$8,441	\$10,551	811,079			
227	\$8,309	S10,387	S10,906			
226	\$8,178	\$10,222	S10,733			
225	\$8,046	\$10,058	\$10,560			
224	\$7,914	\$9,893	S10,388			
223	\$7,783	\$9,728	S10,215			
222	\$7,651	\$9,564	S10,042			
221	\$7,519	\$9,399	\$9,869			
220	\$7,388	\$9,235	\$9,696			

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Yucaipa Valley Water District - Salary Ranges and Job Titles

Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
250	511,622	S14,527	S15,253			
249	S11,487	S14,358	S15,076			
248	S11,352	\$14,190	S14,899	Chief Financial Officer		
247	811,217	S14,021	S14,722			
246	S11,082	S13,852	S14,545			
245	S10,947	513,683	S14,368			
244	S10,812	S13,515	S14,190			
243	S10,677	S13,346	S14,013			
242	S10,542	S13,177	S13,836			
241	S10,407	\$13,009	S13,659			
240	\$10,272	\$12,840	S13,482			Intgrated Operations Manager
239	\$10,137	\$12,671	S13,305			
238	\$10,002	\$12,502	S13,127			
237	\$9,867	S12,334	S12,950			
236	\$9,732	\$12,165	\$12,773	Implementation Manager		
235	\$9,597	S11,996	S12,596			
234	\$9,462	S11,827	S12,419		Public Works Manager	
233	\$9,327	S11,659	S12,242	Water Resource Manager	,	
232	\$9,192	S11,490	S12,065	•		
231	\$9,057	S11,321	S11,887			Operations Manager
230	\$8,922	S11,153	S11,710	Engineering Manager		
229	\$8,787	S10,984	S11,533			
228	\$8,652	\$10,815	S11,356			
227	\$8,517	S10,646	S11,179			
226	\$8,382	S10,478	S11,002			
225	\$8,247	\$10,309	S10,824			
224	\$8,112	S10,140	S10,647			
223	\$7,977	\$9,972	S10,470			
222	\$7,842	\$9,803	S10,293			
221	\$7,707	\$9,634	S10,116			
220	\$7.572	\$9.465	\$9.939			

Yucaipa Valley Water District - Salary Ranges and Job Titles

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LZ0Z/L// eAII)SUZ	Water and Sewer Departments											Intgrated Operations Manager									Operations Manager											
	Public Works Departments																	Public Works Manager														
	Administration Department			Chief Financial Officer												Implementation Manager			Water Resource Manager			Engineering Manager										
	Range Bonus	S15,635	S15,453	S15,271	S15,090	S14,908	S14,727	S14,545	S14,364	\$14,182	S14,000	S13,819	S13,637	S13,456	S13,274	S13,093	S12,911	S12,729	S12,548	S12,366	S12,185	S12,003	S11,821	S11,640	S11,458	S11,277	S11,095	S10,914	S10,732	\$10,550	810,369	210 187
	Range Maximum	\$14,890	S14,717	S14,544	S14,371	S14,198	S14,025	S13,853	\$13,680	\$13,507	\$13,334	513,161	812,988	S12,815	S12,642	\$12,469	S12,296	\$12,123	S11,950	S11,777	S11,604	S11,431	S11,258	\$11,086	S10,913	S10,740	S10,567	\$10,394	\$10,221	S10,048	\$9,875	\$0 700
	Range Minimum	S11,912	S11,774	511,635	S11,497	S11,359	511,220	S11,082	\$10,944	S10,805	S10,667	810,529	810,390	\$10,252	510,114	\$9,975	\$9,837	\$9,69	\$9,560	\$9,422	\$9,283	\$9,145	\$9,007	\$8,868	\$8,730	\$8,592	\$8,453	\$8,315	\$8,177	\$8,038	\$7,900	627.78
	Range	250	249	248	247	246	245	244	243	242	241	240	239	238	237	236	235	234	233	232	231	230	229	228	227	226	225	224	223	222	221	220

Yucaipa Valley Water District - Salary Ranges and Job Titles

Effective 7/1/2022	artments											lanager									jer											
Effect	Water and Sewer Departments											Intgrated Operations Manager									Operations Manager											
	Public Works Departments																	Public Works Manager														
	Administration Department			Chief Financial Officer												Implementation Manager			Water Resource Manager			Engineering Manager										
	Range Bonus	S16,026	S15,839	S15,653	S15,467	S15,281	S15,095	814,909	S14,723	S14,537	S14,350	S14,164	813,978	S13,792	S13,606	\$13,420	S13,234	S13,048	S12,861	\$12,675	S12,489	S12,303	S12,117	S11,931	S11,745	S11,559	S11,372	S11,186	S11,000	S10,814	S10,628	210 442
	Range Maximum	\$15,262	\$15,085	S14,908	S14,731	S14,553	S14,376	S14,199	\$14,022	S13,844	S13,667	\$13,490	S13,313	S13,135	S12,958	\$12,781	\$12,604	S12,426	S12,249	S12,072	S11,894	\$11,717	S11,540	S11,363	S11,185	S11,008	\$10,831	S10,654	S10,476	S10,299	\$10,122	\$0.045
	Range Minimum	\$12,210	S12,068	S11,926	S11,785	S11,643	511,501	S11,359	S11,217	S11,075	S10,934	S10,792	S10,650	S10,508	510,366	S10,225	S10,083	\$9,941	\$9,799	\$9,657	\$9,516	\$9,374	\$9,232	\$9,090	\$8,948	\$8,807	\$8,665	\$8,523	\$8,381	\$8,239	\$8,098	\$7.056
	Range	250	249	248	247	246	245	244	243	242	241	240	239	238	237	236	235	234	233	232	231	230	229	228	227	226	225	224	223	222	221	220

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Yucaipa Valley Water District - Salary Ranges and Job Titles

						CICCUAC II INCOCA
Range	Range Minimum	Range Maximum	Range Bonus	Administration Department	Public Works Departments	Water and Sewer Departments
250	S12,515	\$15,644	S16,426			
249	\$12,370	\$15,462	S16,235			
248	\$12,224	\$15,281	S16,045	Chief Financial Officer		
247	812,079	S15,099	S15,854			
246	511,934	S14,917	S15,663			
245	511,788	S14,736	S15,472			
244	S11,643	S14,554	\$15,282			
243	S11,498	\$14,372	S15,091			
242	S11,352	S14,190	S14,900			
241	S11,207	814,009	S14,709			
240	S11,062	S13,827	S14,518			Intgrated Operations Manager
239	810,916	S13,645	S14,328			
238	\$10,771	S13,464	S14,137			
237	\$10,626	S13,282	S13,946			
236	\$10,480	\$13,100	S13,755	Implementation Manager		
235	S10,335	\$12,919	S13,565			
234	S10,190	\$12,737	S13,374		Public Works Manager	
233	\$10,044	S12,555	S13,183	Water Resource Manager		
232	\$9,899	S12,374	S12,992			
231	\$9,753	S12,192	S12,801			Operations Manager
230	\$9,608	\$12,010	\$12,611	Engineering Manager		
229	\$9,463	S11,828	S12,420			
228	\$9,317	S11,647	\$12,229			
227	\$9,172	S11,465	S12,038			
226	\$9,027	S11,283	S11,848			
225	\$8,881	S11,102	S11,657			
224	\$8,736	S10,920	S11,466			
223	\$8,591	S10,738	S11,275			
222	\$8,445	S10,557	S11,084			
221	\$8,300	S10,375	S10,894			
220	\$8 155	\$10.193	\$10.708			

YVWD Personnel Manual
Date of Adoption: June 4, 2019March 17, 2020

## Receipt and Acknowledgment of Yucaipa Valley Water District Personnel Manual

#### Please read, sign and return to your supervisor.

Understanding and Acknowledging Receipt of Yucaipa Valley Water District Personnel Manual.

I have received a copy, read and understand the Drug and Alcohol Testing Program policy.
 I consent to submit to the drug and alcohol testing program as required by the Drug and Alcohol Program policy and the law.

ANY EMPLOYEE WHO REFUSES TO COMPLY WITH THE REQUIREMENTS OF THE DRUG & ALCOHOL TESTING POLICY MAY BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION.

DO NOT SIGN THIS ACKNOWLEDGEMENT FORM UNTIL YOU HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE POLICY PROVISIONS LISTED ABOVE.

and that the
n of Yucaipa

Employee's Printed Name	Employee's Signature	Date



### Yucaipa Valley Water District Workshop Memorandum 20-069

**Date:** March 10, 2020

From: Allison M. Edmisten, Chief Financial Officer

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

29, 2020

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.

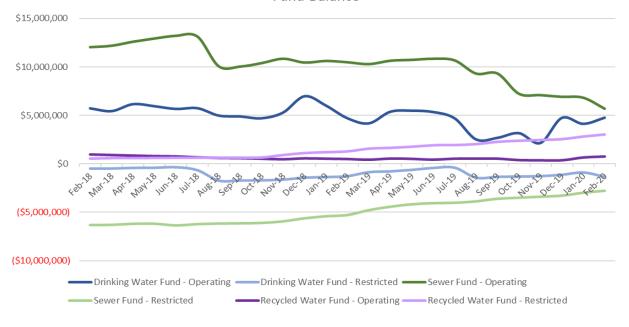
#### **Cash Fund Balance and Cash Flow Reports**

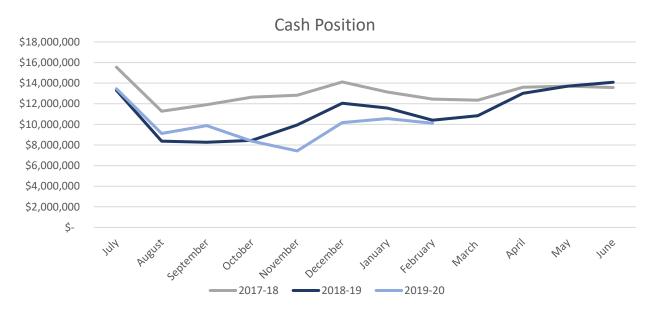
[Detailed information can be found on page 7 to 8 of 25]

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	\$	4,772,582.94	\$	(1,356,926.05)	\$ 3,415,656.89
Sewer Division	\$	5,679,386.38	\$	(2,793,681.54)	\$ 2,885,704.84
Recycled Water Division	\$	767,485.37	\$	3,046,566.26	\$ 3,814,051.63
Total	\$	11,219,454.69	\$	(1,104,041.33)	\$ 10,115,413.36

#### 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.

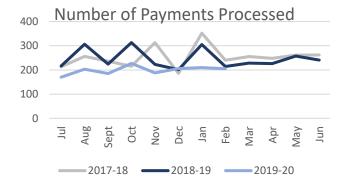
The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

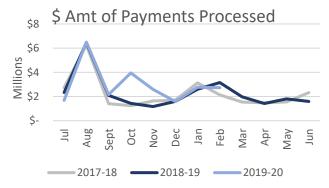
#### **Cash Disbursement Report**

[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 February 2020. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director but may be signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

	Number Processed	An	nount Processed
Checks	192	\$	2,078,645.75
Electronic Payments	13	\$	653,945.81
Total	205	\$	2,732,591.56





### **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	\$ 1,630,241.33
Deposits	\$ 0.00
Misc. Water Related Activities	\$ 132,404.40
Misc. Sewer Related Activities	\$ 266,234.10
Misc. Recycled Related Activities	\$ 143,648.56
Total	\$ 2,172,528.39

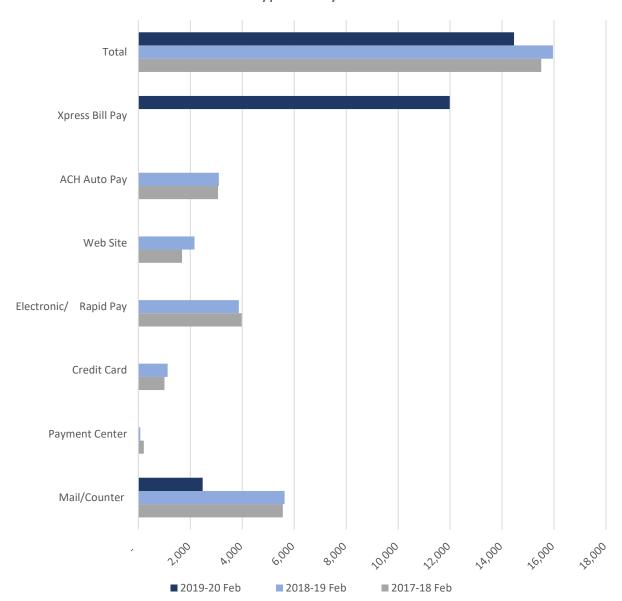
### Monthly Revenue Allocation



### Summary of Utility Bill Payments:

Payment Method	Number of Payments	% of Total Received
Mail/Counter	2,479	17.14%
Xpress Bill Pay	11,985	82.86%
Total	14,464	100.00%

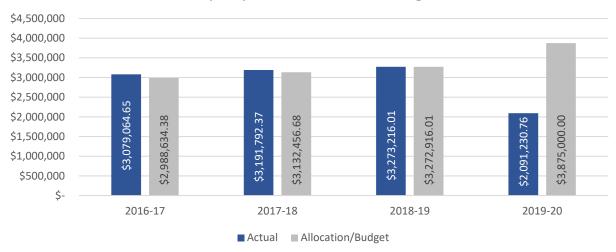




### Summary of Property Tax Revenue:

<b>Current Month</b>	Year-to-Date	Budget Amount	Percentage
Property Taxes	\$ 2,091,231	\$ 3,875,000	53.97%

### 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.

		Summary	of l	Revenue Budge	ŧ				
	As o	f February 29,	<b>20</b> <sup>2</sup>	19 (54% of Bud <mark>։</mark>	get	Cycle)			
Division	Cı	Current Month Year-to-Date Budget Amount Percentage							
Water	\$	984,563	\$	9,425,893	\$	14,475,622	65.12%		
Sewer	\$	1,249,864	\$	8,697,030	\$	13,584,986	64.02%		
Recycled Water	\$	152,782	\$	1,305,209	\$	1,301,447	100.29%		
District Revenue	\$	2,387,209	\$	19,428,133	\$	29,362,055	66.17%		

	Sui	nmary of Wa	ter E	Budget vs. Exp	ens	es	
	As of I	February 29,	201	9 (54% of Bud	get C	Cycle)	
Department	Cur	rent Month	Υ	ear-to-Date	Bu	dget Amount	Percentage
Water Resources	\$	254,978	\$	3,032,123	\$	4,962,623	61.10%
Public Works	\$	179,464	\$	2,026,847	\$	3,176,293	63.81%
Administration	\$	248,258	\$	2,532,142	\$	4,044,094	62.61%
Long Term Debt	\$	545,713	\$	2,291,361	\$	2,292,612	99.95%
Asset Acquisition	\$	-	\$	-	\$	-	0.00%
TOTAL	\$	1,228,413	\$	9,882,473	\$	14,475,622	68.27%

		·		Budget vs. Exp 19 (54% of Budg			
Department	Cı	ırrent Month	•	Year-to-Date	Βι	idget Amount	Percentage
Treatment	\$	405,857	\$	3,003,902	\$	4,198,162	71.55%
Administration	\$	194,132	\$	2,270,011	\$	4,170,789	54.43%
Environmental Control	\$	79,379	\$	834,837	\$	1,382,316	60.39%
Long Term Debt	\$	260,752	\$	3,833,694	\$	3,833,719	100.00%
Asset Acquisition	\$	-	\$	-	\$	-	0.00%
TOTAL	\$	940,120	\$	9,942,445	\$	13,584,986	73.19%

					/ater Budget vs l9 (54% of Bud			
Department		Cu	rrent Month	•	Year-to-Date	Вι	udget Amount	Percentage
Administration		\$	78,242	\$	733,929	\$	1,301,447	56.39%
•	TOTAL	\$	78,242	\$	733,929	\$	1,301,447	56.39%
District Exp	penses	\$	2,246,775	\$	20,558,847	\$	29,362,055	70.02%

### Cash Fund Balance Report - February 2020

	Water Division	GL#	Balance
	*ID 1 Construction Funds	02-10216	\$ 293,145.85
	*ID 2 Construction Funds	02-10217	\$ 80,409.31
ᄝ	*FCC - Debt Service YVRWFF Phase I	02-10401	\$ (6,120,635.50)
<u> ặ</u>	*FCC - Future YVRWFF Phase II & III	02-10403	\$ 583,202.22
estricted	*FCC - Recycled System	02-10410	\$ (612,249.58)
~	*FCC - Booster Pumping Plants	02-10411	\$ 960,754.40
	*FCC - Pipeline Facilities	02-10412	\$ 916,008.92
	*FCC - Water Storage Reservoirs	02-10413	\$ 2,542,438.33
	Depreciation Reserves	02-10310	\$ _
_	Infrastructure Reserves	02-10311	\$ 3,643,956.28
≟.	Sustainability Fund	02-10313	\$ 135,708.86
Operating	Rate Stabilization Fund	02-10314	\$ 500,209.14
۱ă	Imported Water Fund - MUNI	02-10315	\$ 800,441.89
	Imported Water Fund - SGPWA	02-10316	\$ 899,382.92
	Operating Funds:		\$ (1,207,116.15)
	<u>-</u>	Total Water Division	\$ 3.415.656.89

	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
8	*SRF Reserve Fund - Crow St	03-10221	\$ 19,255.00
<u>i</u> ğ.	*FCC - Debt Service WWTP Expansion & Upg	grade 03-10405	\$ 3,225,487.68
Restricted	*FCC - Future WWTP Expansion	03-10407	\$ 2,367,336.47
۳	*FCC - Sewer Interceptors	03-10415	\$ (612,817.11)
	*FCC - Lift Stations	03-10416	\$ 435,231.91
	*FCC - Effluent Disposal Facilities	03-10417	\$ (1,307,641.90)
	*FCC - Salt Mitigation Facilities	03-10418	\$ (7,794,441.59)
	Project Fund - Encumbered	03-10215	\$ 646,500.00
Ĭ≟	Depreciation Reserves	03-10310	\$ -
era	Infrastructure Reserves	03-10311	\$ 7,801,972.34
Operating	Rate Stabilization Fund	03-10314	\$ 1,464,394.90
	Operating Funds:		\$ (4,233,480.86)
	To	tal Wastewater Division	\$ 2,885,704.84

	Recycled Water Division	GL#	Balance
eq	*FCC - Recycled System	04-10410	\$ 280,034.36
₫.	*FCC - Booster Pumping Plants	04-10411	\$ 232,905.45
Restr	*FCC - Pipeline Facilities	04-10412	\$ 1,374,467.90
	*FCC - Water Storage Reservoirs	04-10413	\$ 1,159,158.55
peratir	Depreciation Reserves	04-10310	\$ =
Į į	Infrastructure Reserves	04-10311	\$ 320,486.40
Ö	Operating Funds:	_	\$ 446,998.97
		Total Recycled Water Division	\$ 3,814,051.63

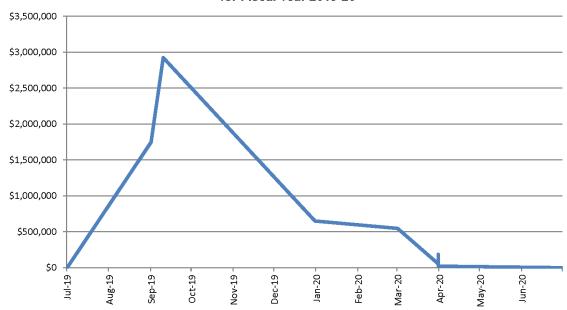
**DISTRICT TOTAL** \$ 10,115,413.36

<sup>\*=</sup>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



Date	Check #	Payee or Description	Amount
2/3/2020	36300	ADS, LLC	\$ 4,275.00
2/3/2020	36301	Alexander's Meter Reading Solutions	\$ 793.00
2/3/2020	36302	Ameripride Uniform Services	\$ 875.00
2/3/2020	36303	Aqua-Metric Sales Company	\$ 38,143.50
2/3/2020	36304	Auto Care Clinic	\$ 119.40
2/3/2020	36305	Avista Technologies, Inc.	\$ 7,192.62
2/3/2020	36306	Best Home Center	\$ 11.74
2/3/2020	36307	C & B Crushing, Inc.	\$ 50.00
2/3/2020	36308	California Water Environment Association	\$ 192.00
2/3/2020	36309	CFC Security Inc	\$ 5,000.00
2/3/2020	36310	CRAIG STOKES	\$ 25.65
2/3/2020	36311	Crown Ace Hardware - Yucaipa	\$ 185.32
2/3/2020	36312	Custom Metal Fabrication	\$ 120.00
2/3/2020	36313	Desmond & Louis, Inc	\$ 1,150.00
2/3/2020	36314	Hemet Valley Tool Inc.	\$ 325.88
2/3/2020	36315	House Of Quality, Parts Plus	\$ 514.63
2/3/2020	36316	Houston & Harris PCS, Inc.	\$ 1,973.25
2/3/2020	36317	InfoSend, Inc.	\$ 9,336.44
2/3/2020	36318	Integrity Hose and Fittings	\$ 2,534.00
2/3/2020	36319	Kelly Services, Inc.	\$ 806.72
2/3/2020	36320	Krieger & Stewart	\$ 47,693.45
2/3/2020	36321	MBC Applied Environmental Sciences	\$ 1,350.00
2/3/2020	36322	Merit Oil Company	\$ 2,116.84
2/3/2020	36323	Meyers   Nave	\$ 58,385.00
2/3/2020	36324	Office Solutions Bsns Products, L	\$ 54.28
2/3/2020	36325	Pro-Pipe & Supply, Inc.	\$ 1,777.57
2/3/2020	36326	R.F MacDonald Co.	\$ 3,692.39
2/3/2020	36327	Redline	\$ 3,438.21
2/3/2020	36328	SB CNTY-Solid Waste Mgmt Div	\$ 40.67
2/3/2020	36329	SCCI, Inc.	\$ 350.00
2/3/2020	36330	The Gas Company	\$ 3,062.15
2/3/2020	36331	TPX Communications	\$ 2,649.93
2/3/2020	36332	VP Imaging, Inc.	\$ 2,700.00
2/3/2020	36333	Water ISAC-Information Sharing & Analysi	\$ 2,099.00
2/3/2020	36334	Yucaipa Disposal, Inc.	\$ 1,923.84
2/3/2020	36335	VOID	\$ -
2/3/2020	36336	VOID	\$ -
2/3/2020	36337	VOID	\$ -
2/3/2020	36338	California State Disbursement Unit	\$ 743.52
2/3/2020	36339	FRANCHISE TAX BOARD	\$ 100.00
2/3/2020	36340	WageWorks Inc	\$ 1,414.03
2/4/2020	36341	CA-EDD	\$ 274.00
2/4/2020	36342	Blue Shield of California	\$ 3,770.60
2/4/2020	36343	Nippon Life Insurance Co	\$ 2,889.74
2/4/2020	36344	Standard Dental Insurance Co	\$ 1,437.12
2/4/2020	36345	Standard Insurance Vision Plan	\$ 255.00

2/10/2020	36346	ALYSSA KRAUTZ	\$ 196.08
2/10/2020	36347	Ameripride Uniform Services	\$ 876.75
2/10/2020	36348	Aqua-Metric Sales Company	\$ 67,755.78
2/10/2020	36349	Armorcast Products Company	\$ 21,599.57
2/10/2020	36350	BofA Credit Card	\$ 758.84
2/10/2020	36351	Caselle, Inc.	\$ 12,445.00
2/10/2020	36352	Clinical Laboratory of San Bernardino	\$ 8,475.50
2/10/2020	36353	Coverall North America, Inc.	\$ 1,331.00
2/10/2020	36354	Dig Safe Board	\$ 1,965.14
2/10/2020	36355	Donegan Tree Service	\$ 4,200.00
2/10/2020	36356	Ferguson Waterworks #1083	\$ 3,323.01
2/10/2020	36357	First American Data Tree, LLC	\$ 50.00
2/10/2020	36358	Grainger .	\$ 319.91
2/10/2020	36359	Hach Company	\$ 797.35
2/10/2020	36360	Home Depot U.S.A. Inc	\$ 491.30
2/10/2020	36361	Houston & Harris PCS, Inc.	\$ 1,973.25
2/10/2020	36362	InfoSend, Inc.	\$ 14,180.66
2/10/2020	36363	Inland Water Works Supply Co.	\$ 1,639.63
2/10/2020	36364	IPT Holdings LLC	\$ 6,260.28
2/10/2020	36365	JB Paving & Engineering, Inc.	\$ 80,145.00
2/10/2020	36366	JW D'Angelo Co.	\$ 3,758.04
2/10/2020	36367	Kelly Services, Inc.	\$ 890.67
2/10/2020	36368	Konica Minolta Business Solutions	\$ 1,132.08
2/10/2020	36369	LCS Constructors, Inc.	\$ 44,896.50
2/10/2020	36370	Leach Microbial Consulting, LLC	\$ 2,350.00
2/10/2020	36371	Les Schwab Tire Center	\$ 1,932.57
2/10/2020	36372	Lowe's Companies, Inc.	\$ 368.38
2/10/2020	36373	McCrometer, Inc.	\$ 488.29
2/10/2020	36374	Merit Oil Company	\$ 2,348.46
2/10/2020	36375	NetComp Technologies,Inc.	\$ 2,350.00
2/10/2020	36376	Pacific Coast Landscape & Design, Inc.	\$ 6,145.00
2/10/2020	36377	Pro-Pipe & Supply, Inc.	\$ 375.89
2/10/2020	36378	Q Versa, LLC	\$ 4,606.52
2/10/2020	36379	Raiset R. Santana and Adriana L. Santana	\$ 207.69
2/10/2020	36380	San Bdno. Valley Muni. Water Dist.	\$ 99,970.52
2/10/2020	36381	SCE Rosemead	\$ 12.70
2/10/2020	36382	Separation Processes, Inc.	\$ 1,820.00
2/10/2020	36383	Time Warner Cable	\$ 280.77
2/10/2020	36384	Underground Service Alert Of So. CA	\$ 297.10
2/10/2020	36385	US Bank	\$ 5,289.84
2/10/2020	36386	USA BlueBook	\$ 424.39
2/10/2020	36387	Yucaipa Valley Water District	\$ 38,715.58
2/18/2020	36388	David L. Wysocki	\$ 3,150.00
2/18/2020	36389	Delta Partners, LLC	\$ 7,500.00
2/18/2020	36390	Dudek & Associates, Inc	\$ 5,104.37
2/18/2020	36391	Eide Bailly LLP	\$ 2,900.00
2/18/2020	36392	Geoscience Support Services, Inc.	\$ 11,727.21
		· · · · · · · · · · · · · · · · · · ·	•

2/18/2020	36393	One Stop Landscape Supply Inc	\$ 24,478.00
2/18/2020	36394	Pascal & Ludwig Constructors Inc.	\$ 109,260.00
2/18/2020	36395	Separation Processes, Inc.	\$ 21,316.50
2/17/2020	36396	California State Disbursement Unit	\$ 743.52
2/17/2020	36397	FRANCHISE TAX BOARD	\$ 100.00
2/17/2020	36398	IBEW Local #1436	\$ 601.00
2/17/2020	36399	WageWorks Inc	\$ 1,414.03
2/13/2020	36400	Berkshire Hathaway Homestate Companies	\$ 13,885.41
2/18/2020	36401	All American Sewer Tools	\$ 1,465.24
2/18/2020	36402	Alpine Springs	\$ 62.45
2/18/2020	36403	Ameripride Uniform Services	\$ 871.85
2/18/2020	36404	Assoc. SB Cty Special Districts	\$ 105.00
2/18/2020	36405	Atlas Copco Compressors, LLC	\$ 23,294.28
2/18/2020	36406	Best Home Center	\$ 18.17
2/18/2020	36407	Brenntag Pacific, Inc	\$ 20,414.70
2/18/2020	36408	CA-ARB/PERP	\$ 735.00
2/18/2020	36409	Calmat Company	\$ 2,599.30
2/18/2020	36410	Contron Scada Systems	\$ 5,236.27
2/18/2020	36411	Corelogic, Inc.	\$ 330.00
2/18/2020	36412	Crown Ace Hardware - Yucaipa	\$ 170.17
2/18/2020	36413	DENNIS PINE	\$ 1,030.62
2/18/2020	36414	Diversified Manufacturing Inc.	\$ 6,770.43
2/18/2020	36415	Epic Pest Management	\$ 85.00
2/18/2020	36416	Evoqua Water Technologies LLC	\$ 3,316.66
2/18/2020	36417	Fastenal Company	\$ -
2/18/2020	36418	Fedex	\$ 131.37
2/18/2020	36419	Frontier Communications	\$ 162.37
2/18/2020	36420	Hasa, Inc.	\$ 5,103.94
2/18/2020	36421	Inland Water Works Supply Co.	\$ 431.00
2/18/2020	36422	JW D'Angelo Co.	\$ 401.91
2/18/2020	36423	Kelly Services, Inc.	\$ 1,008.40
2/18/2020	36424	Les Schwab Tire Center	\$ 824.71
2/18/2020	36425	Merit Oil Company	\$ 2,663.02
2/18/2020	36426	Office Solutions Bsns Products, L	\$ 2,755.75
		•	•
2/18/2020	36427	Pacific Coast Landscape & Design, Inc.	\$ 1,275.00
2/18/2020	36428	Polydyne Inc.	\$ 3,462.86
2/18/2020	36429	Pro-Pipe & Supply, Inc.	\$ 44.56
2/18/2020	36430	Quinn Company	\$ 5,053.87
2/18/2020	36431	Red Alert Special Couriers	\$ 344.26
2/18/2020	36432	Safeguard Business Systems Inc	\$ 1,191.18
2/18/2020	36433	San Bdno. Valley Muni. Water Dist.	\$ 97,776.40
2/18/2020	36434	SB CNTY-Solid Waste Mgmt Div	\$ 435.49
2/18/2020	36435	Southwest Membrane Operator Association	\$ 150.00
2/18/2020	36436	Spectrum Business	\$ 1,834.00
2/18/2020	36437	The Counseling Team International	\$ 450.00
2/18/2020	36438	Uline, Inc.	\$ 2,303.34
2/18/2020	36439	USA BlueBook	\$ 9,218.00

2/18/2020	36440	Malla Farga Bank Cornerate Trust Carries	¢	E4E 710 00
2/18/2020	36441	Wells Fargo Bank-Corporate Trust Service	\$ \$	545,712.83 286.60
2/18/2020	36442	Yucaipa/Calimesa News Mirror Fastenal Company	ֆ \$	1,333.02
2/24/2020	36443	Concentra	э \$	133.00
2/24/2020	36446	Joe DeSalliers	\$ \$	592.13
2/24/2020	36447		э \$	640.51
2/24/2020	36448	Peggy Little Robert Wall	э \$	785.37
			э \$	368.03
2/24/2020 2/24/2020	36449 36450	Timothy M. Mackamul	э \$	
2/24/2020	36450 36451	WageWorks, Inc. YVWD-Petty Cash	э \$	191.75 306.72
2/24/2020	36452	•	э \$	350.00
2/24/2020	36453	Addiction Medicine Consultants, Inc. Ameripride Uniform Services	э \$	866.23
2/24/2020	36454	•	э \$	125,370.63
2/24/2020	36455	Aqua-Metric Sales Company AT&T Mobility	\$ \$	
2/24/2020	36456	Best Home Center	ֆ \$	2,400.91 97.99
2/24/2020	36457	BofA Credit Card	э \$	2,043.55
2/24/2020	36458		э \$	
		Brenntag Pacific, Inc BSK Associates	ֆ \$	2,499.92
2/24/2020	36459 36460		э \$	2,455.00
2/24/2020		Caselle, Inc.		15,000.00
2/24/2020 2/24/2020	36461 36462	Crown Ace Hardware - Yucaipa Donald Kent Stone	\$ \$	99.27 738.00
2/24/2020	36463	Fedex	э \$	132.09
2/24/2020	36464	Frontier Communications	э \$	111.26
2/24/2020	36465	House Of Quality, Parts Plus	э \$	130.61
2/24/2020	36466	•	э \$	
2/24/2020	36467	Houston & Harris PCS, Inc. In-Situ Inc.	э \$	3,125.75 169.37
2/24/2020	36468	Kelly Services, Inc.	э \$	1,021.64
2/24/2020	36469	Kenneth Carnes	\$	70.00
2/24/2020	36470	Les Schwab Tire Center	\$ \$	105.06
2/24/2020	36471	Medical Biowaste Solutions. Inc.	\$ \$	1,952.50
2/24/2020	36472	Merit Oil Company	\$	2,378.62
2/24/2020	36473	NetComp Technologies,Inc.	\$	2,550.00
2/24/2020	36474	Paxxo, Inc.	\$	2,481.93
2/24/2020	36475	Polydyne Inc.	\$	3,462.86
2/24/2020	36476	Pro-Pipe & Supply, Inc.	\$	1,333.62
2/24/2020	36477	Red Alert Special Couriers	\$	344.26
2/24/2020	36478	Redline	\$	1,380.24
2/24/2020	36479	Safeguard Business Systems Inc	\$	939.25
2/24/2020	36480	San Bernardino County Dept of Public Wor	\$	1,236.00
2/24/2020	36481	SB CNTY-Solid Waste Mgmt Div	\$	725.28
2/24/2020	36482	SCE Rosemead	\$	186,452.43
2/24/2020	36483	Spectrum Business	\$	1,834.00
2/24/2020	36484	Tri County Pump Company	\$	88,645.49
2/24/2020	36485	Western Municipal Water District	\$	1,000.00
2/24/2020	36486	Wilson Bohannan Company	\$	1,858.18
2/28/2020	36487	California State Disbursement Unit	\$	743.52
2/28/2020	36488	FRANCHISE TAX BOARD	\$	100.00
	· <del>-</del>		-	

2/28/2020	36489	WageWorks Inc	\$	· ·
1/27/2020	36298	Westrux International, Inc.	\$	59.45
1/27/2020	36299	Yucaipa Valley Water District	\$	79.88
			_\$	2,078,645.75
			_	
2/4/2020	electronic pmt	CalPERS Health Insurance	\$	99,260.32
2/14/2020	electronic pmt	DIRECT DEPOSIT TOTAL	\$	150,884.67
2/14/2020	electronic pmt	CalPERS 457 & Loan	\$	26,986.66
2/14/2020	electronic pmt	CalPERS Retirement	\$	31,115.66
2/14/2020	electronic pmt	EDD - State of California	\$	10,152.90
2/14/2020	electronic pmt	IRS	\$	58,729.70
2/14/2020	electronic pmt	VOYA 457 Retirement Plan	\$	5,753.87
2/28/2020	electronic pmt	DIRECT DEPOSIT TOTAL	\$	143,056.22
2/28/2020	electronic pmt	CalPERS 457 & Loan	\$	24,568.93
2/28/2020	electronic pmt	CalPERS Retirement	\$	31,118.02
2/28/2020	electronic pmt	EDD - State of California	\$	10,314.51
2/28/2020	electronic pmt	IRS	\$	58,127.19
2/28/2020	electronic pmt	VOYA 457 Retirement Plan	\$	3,877.16
			\$	653,945.81

### **Investment Summary - February 2020**

### **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	\$	525,436.77
500,000			Total Values	ı	\$	491,590.83	\$	525,436.77
Money Marke	\$	28,395.33						
	\$	_						
	7/31/18 - Dividend/Inte	rest					\$	1.44
	Cusip 912796QM4 Acc	rued Interest P	aid					
	Business Account Fee						\$	(125.00)
	Income						\$	(123.56)
	Intra-Bank Transfers to	/from Investme	nt Checking				\$	-
	Fund Transfers						\$	-
	Cusip Maturity							
	Redemptions						\$	-
	Cusip Purchase							
	Purchases						\$	-
Ending Balan	ce - Money Market						\$	28,271.77
US Treasury Securities Investment Principal								491,590.83
Total Assets								519,862.60

Note: As of 3/3/2020, the updated treasury information for February has not been received. The information above is as of 1/31/20.

### **Investment Summary - February 2020**

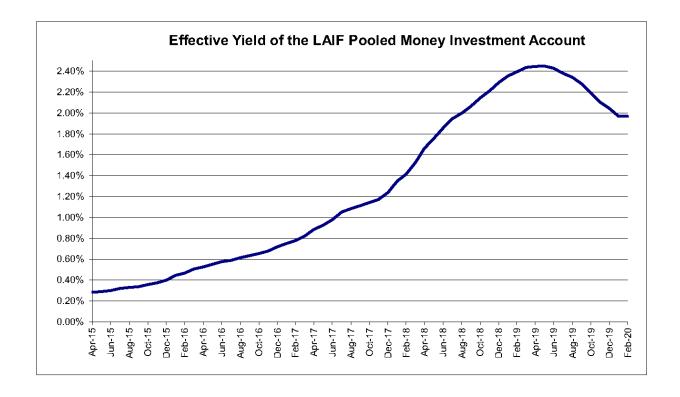
### **LOCAL AGENCY INVESTMENT FUND**

TOTAL WITHDRAWAL PERIOD AMOUNT				TAL DEPOSIT AMOUNT	- 1	ACCRUED NTEREST JARTERLY)	ENDING 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	\$	(1,000,000.00)	\$	-	\$	54,200.09	\$	6,497,972.17	
November 30, 2019	\$	-	\$	-	\$	-	\$	6,497,972.17	
December 31, 2019	\$	-	\$	-	\$	38,378.94	\$	6,536,351.11	
January 31, 2020	\$	-	\$	1,490,000.00	\$	-	\$	8,026,351.11	
February 28, 2020	\$	-	\$	-	\$	-	\$	8,026,351.11	
March 31, 2020	\$	-	\$	-	\$	-	\$	8,026,351.11	
April 30, 2020	\$	-	\$	-	\$	-	\$	8,026,351.11	
May 31, 2020	\$	-	\$	-	\$	-	\$	8,026,351.11	
June 30, 2020	\$	-	\$	-	\$	-	\$	8,026,351.11	

### L.A.I.F. INCOME SUMMARY

INCOME RECEIVED

# CURRENT QUARTER FY YEAR-TO-DATE \$ 38,378.94 \$ 148,906.43



FY 2019-20 Water Revenue										
0.11										
G/L ACCOUNT#	DESCRIPTION		BUDGET		Feb '20	   v	ear to Date	%		
	Sales-Water & Non Potable	\$	5,600,000	\$	407,395	\$	4,161,769	74.32%		
	Sales-Construction Water	\$	100,000	\$	1,312	э \$	18,813	18.81%		
	Sales-Imported Water-SGPWA	<u></u>			19,950			75.77%		
		\$	250,000 850,000	\$ \$	70,656	\$	189,437 582,794	68.56%		
	Sales-Imported Water-MUNI	\$				\$				
	Sales-Disc (Multi Unit) Commdy	\$	(110,000)	\$	(9,887)		(78,831)	71.66%		
	Sales-Wholesale Water	\$	200,000	\$	7,713	\$	61,868	30.93%		
	Sales-Establish Service Fee	\$	6,000	\$	650	\$	4,300	71.67%		
	Sales-Service Demand Charges	\$	3,500,000	\$	363,282	\$	2,380,661	68.02%		
	Sales-Fire Srv Standby Fees	\$	40,000	\$	5,518	\$	33,096	82.74%		
	Sales-Const Water Minimum Chg	\$	5,000	\$		\$	1,148	22.97%		
	Sales-Disc (Multi Units)-SC	\$	(135,000)	\$	(14,769)	\$	(98,178)	72.72%		
L	Unauthorized Use of Water Chrg	\$	2,000	\$		\$	<u>-</u>	0.00%		
	Meter/Lateral Installation	\$	100,000	\$	23,568	\$	154,768	154.77%		
	Fire Flow Test Fees	\$	4,500	\$	600	\$	3,575	79.44%		
	Disconnect & Reconnect Fees	\$	100,000	\$	3,450	\$	27,173	27.17%		
	Delinquent Payment Charges	\$	135,000	\$	(282)		86,676	64.20%		
	Bad Debt Write-Off & Recovery	\$	(20,000)	\$	<b>-</b>	\$	<u>-</u> i	0.00%		
	Revenue - Other, Operating	\$	-	\$	218	\$	9,229	N/A		
	Admin, Management & Acctg Fees	\$	210,000	\$	17,500	\$	140,000	66.67%		
	Interest Earned	\$	115,000	\$	-	\$	49,260	42.83%		
	Property Tax - Unsecured	\$	250,000	\$	410	\$	117,958	47.18%		
	Property Tax - Secured	\$	3,000,000	\$	85,519	\$	1,413,698	47.12%		
	Tax Collection - Prior	\$	45,000	\$	1,418	\$	28,652	63.67%		
02-431-43140	Taxes - Other	\$	180,000	\$	99	\$	130,992	72.77%		
	Rental Income	\$	3,000	\$	<b>-</b>	\$	<u>-</u>	0.00%		
02-491-49150	Revenue - Misc Non-Operating	\$	45,122	\$	245	\$	7,036	15.59%		
	WATER OPERATING REVENUE	\$	14,475,622	\$	984,563	\$	9,425,893	65.12%		
							i			
	Transfer - Reserve Fund	\$	-	\$	-	\$	<u>-</u> j			
02-480-48002	Grants	\$	700,000	\$		\$	436,745	62.39%		
			700,000	\$	90,010					
	Contrib Cap-Capacity Fees	\$	<del>-</del>		90,010	\$	385,636	N/A		
u∠-40U-489UZ	Contrib Cap-Sustainability	\$		\$	<del>-</del>	\$	68,005	N/A		
	TOTAL WATER REVENUE	\$	15,175,622	\$ 1	1,074,573	\$	10,316,279	67.98%		

NOTE: Plan check & inspection fees to 02-42122

	FY 2019-20 S	ev	ver Revenue				
G/L ACCOUNT#	DESCRIPTION		BUDGET	Feb '20	~	ear to Date	%
	Sales-Establish Service Fee	\$		\$ 	\$	100	20.00%
	Sales-Sewer Charges	\$	12,132,712	 1,235,250	\$	8,661,180	71.39%
	<u> </u>			 	\$	(158,936)	79.47%
	Sales-Disc (Multi Units)-SC	\$	(200,000)	\$ (22,457)			
	Meter/Lateral Installation	\$	15,000	\$ 	\$	7,500	50.00%
L	Penalty - Late Charges	\$	125,000	\$ 13,980	\$	107,870	86.30%
	Bad Debt Write-Off & Recovery	\$	(15,000)	 	\$	-	0.00%
	Front Footage Fees	\$	55,000	\$ 	\$	25,000	45.45%
03-421-42122	Revenue - Other, Operating	\$	2,000	\$ 540	\$	12,656	632.80%
	Interest Earned	\$	100,000	\$ -	\$	41,661	41.66%
	Property Tax - Unsecured	\$	-	\$ -	\$	-	-
	Property Tax - Secured	\$	-	\$ -	\$	-	-
L	Tax Collection - Prior	\$	<u>-</u>	\$ <del>-</del>	\$	-	-
03-431-43140	Taxes - Other	\$		\$ <del>-</del>	\$	-	-
03-491-49150	Revenue - Misc Non-Operating	\$	1,369,774	\$ -	\$	-	0.00%
	SEWER OPERATING REVENUE	\$	13,584,986	\$ 1,249,864	\$	8,697,030	64.02%
03-480-48002	Grants	\$	<u>-</u>	\$ <del>-</del>	\$	-	-
03-480-48901	Contrib Cap-Capacity Fees	\$	-	\$ 207,144	\$	1,281,733	-
03-480-48905	Contrib Cap-Infrastructure	\$	-	\$ 36,000	\$	221,025	-
	TOTAL SEWER REVENUE	\$	13,584,986	\$ 1,493,008	\$	10,199,789	75.08%

	FY 2019-20 Recyc	cled	Revenue	<b>:</b>				
G/L ACCOUNT#	DESCRIPTION		BUDGET		Feb '20	Year to Date		%
04-400-40010	Sales-Water & Non Potable	\$	663,947	\$	125,754	\$	740,643	111.55%
04-400-40011	Sales-Construction Water	\$	45,000	\$	-	\$	45	0.10%
	Sales-Service Demand Charges	\$	90,000	\$	14,977	\$	84,449	93.83%
	Sales-Const Water Minimum Chg	\$	1,000	\$		\$	386	38.64%
	Meter/Lateral Installation	\$	70,000	\$	11,304	\$	66,209	94.58%
04-400-41121	Penalty - Late Charges	\$	5,000	\$	602	\$	4,044	80.88%
	Revenue - Other, Operating	\$	500	\$	145	\$	145	29.09%
	Interest Earned	\$	25,000	\$		\$	9,258	37.03%
04-431-43110	Property Tax - Unsecured	\$	<del>-</del>	\$		\$	<del>-</del>	N/A
04-431-43120	Property Tax - Secured	\$	400,000	\$	-	\$	400,000	100.00%
	Tax Collection - Prior	\$	-	\$	-	\$	-	N/A
04-431-43140	Taxes - Other	\$	-	\$	-	\$	-	N/A
04-491-49150	Revenue-Misc Non-Operating	\$	1,000	\$	-	\$	28	2.85%
	RECYCLED OPERATING REVENUE	\$	1,301,447	\$	152,782	\$	1,305,209	100.29%
04-480-48002	Grants	\$		\$		\$		N/A
04-480-48901	Contrib Cap-Capacity Fees	\$	-	\$	132,245	\$	1,124,465	N/A
	TOTAL RECYCLED REVENUE	\$	1,301,447	\$	285,027	\$	2,429,674	186.69%

	FY 2019-20	Wa	ater Expens	ses				
G/L ACCOUNT								
#	DESCRIPTION		BUDGET		Feb '20	Υ	ear to Date	%
		_	4 007 700	_	<b>5</b> 0.400		540.447	50.500/
02-501-50010		\$	1,027,703	÷	58,180		540,447	52.59%
	Labor - Credit	\$	-	\$	-	\$	-	N/A
02-501-50013	<u> </u>	\$	73,537		<del>-</del>	\$	49,133	66.81%
	Benefits-Life Insurance	\$	6,264		123		1,209	19.31%
!	Benefits-Health & Def Comp	\$	211,826	b		\$	153,190	72.32%
02-501-50017	L	\$	11,004	L	927	\$	9,830	89.33%
	Benefits-Workers Compensation	\$	23,013	<u></u>	2,571	\$	13,780	59.88%
02-501-50021		\$		\$		\$	- 20.000	N/A
02-501-50022		\$	173,405	b	3,861	\$	39,008	22.50%
02-501-50023		\$	6,525	\$	160	\$	3,362	51.53%
	Benefits-Vacation & Sick Pay	\$ \$	8,000	\$	2,517	\$	49,262	615.77%
	Benefits-Boots		8,415	è		\$	2,700	32.09%
	R&M - Structures	\$	300,000	÷	30,844	i	304,428	101.48%
02-501-51011	R&M - Valves	\$	20,000		<del>-</del>	\$	232	1.16%
<u> </u>	Laboratory Supplies	\$		\$		\$	- 4 400	N/A
I	General Supplies & Expenses	\$	3,000		217		4,432	147.74%
i	Utilities - Power Purchases	\$	1,300,000	è		\$	826,709	63.59%
	Utilities - Electricity	\$	5,000	÷		\$	2,315	46.30%
	Imported Water Purchases	\$	1,075,000	b	23,389	\$		52.62%
	Licenses & Permits	\$	65,000	b	1,735	4	52,011	80.02%
	Laboratory Services	\$	77,500			\$	32,691	42.18%
02-501-57040	YVRWFF-Crystal Creek Exp	\$	567,431		12,077	i	381,771	67.28%
	WATER RESOURCE TOTALS	\$	4,962,623	\$	254,978	\$	3,032,123	61.10%
02-503-50010	Labor	\$	1,593,344	\$	100,708	\$	950,216	59.64%
02-503-50011	Labor - Credit	\$	-	\$	-	\$	(1,383)	N/A
02-503-50013	Benefits-FICA	\$	121,891	\$	9,059	\$	85,820	70.41%
02-503-50014	Benefits-Life Insurance	\$	10,440	\$	271	\$	2,584	24.75%
02-503-50016	Benefits-Health & Def Comp	\$	425,106	\$	36,686	\$	348,668	82.02%
	Benefits-Disability Insurance	\$	14,340	\$	1,643	\$	14,693	102.46%
	Benefits-Workers Compensation	\$	43,020	\$	2,571	\$	13,997	32.54%
02-503-50021	Benefits-PERS Employee	\$	-	\$	-	\$	-	N/A
02-503-50022	Benefits-PERS Employer	\$	239,002	\$	7,416	\$	72,110	30.17%
02-503-50023	Benefits-Uniforms	\$	10,875	\$	538	\$	9,710	89.29%
02-503-50024	Benefits-Vacation & Sick Pay	\$	4,000	\$	9,400	\$	95,342	2383.54%
02-503-50025		\$	32,775	\$	-	\$	9,000	27.46%
02-503-51001	R&M - Vehicles & Equipment	\$	207,500	\$	6,429	\$	140,407	67.67%
02-503-51011	R&M - Valves	\$	5,000	\$		\$	1,629	32.57%
02-503-51020	R&M - Pipelines	\$	200,000	\$	-	\$	211,242	105.62%
	R&M - Service Lines	\$	96,000	\$	150	\$	29,994	31.24%
02-503-51022	R&M - Fire Hydrants	\$	50,000	\$	-	\$	908	1.82%
02-503-51029	Repair & Maintenance-Backflow	\$	65,000	\$	1,750	\$	21,282	32.74%
02-503-51030	(	\$	30,000	\$	1,858	\$	5,860	19.53%
02-503-51031	R&M - Fire Flow Testing	\$	25,000	\$		\$	14,649	58.60%

	FY 2019-20	Wa	ater Expens	ses				
G/L ACCOUNT								
#	DESCRIPTION		BUDGET		Feb '20	Υ	ear to Date	%
02-503-51092	Equipment Credits	\$	-	\$	-	\$	(1,990)	N/A
02-503-51140	General Supplies & Expenses	\$	3,000	\$	987	\$	2,110	70.33%
	PUBLIC WORKS TOTALS	\$	3,176,293	\$	179,464	\$	2,026,847	63.81%
02-506-50010	Labor	\$	616,295	\$	44,744	\$	382,118	62.00%
02-506-50011	Labor - Credit	\$	-	\$	-	\$	-	N/A
02-506-50012	Director Fees	\$	26,000	\$	2,278	\$	16,725	64.33%
02-506-50013	Benefits-FICA	\$	47,147	\$	4,324	\$	33,261	70.55%
02-506-50014	Benefits-Life Insurance	\$	3,120	\$	86	\$	803	25.75%
02-506-50016	Benefits-Health & Def Comp	\$	130,980	\$	15,021	\$	134,096	102.38%
02-506-50017	Benefits-Disability Insurance	\$	5,547	\$	691	\$	6,351	114.50%
02-506-50019	Benefits-Workers Compensation	\$	16,640	\$	1,200	\$	8,676	52.14%
02-506-50021	Benefits-PERS Employee	\$	-	\$	-	\$	- 1	N/A
02-506-50022	Benefits-PERS Employer	\$	92,444	\$	3,534	\$	33,400	36.13%
02-506-50023	Benefits-Uniforms	\$	3,250	\$	120	\$	2,648	81.48%
02-506-50024	Benefits-Vacation & Sick Pay	\$	10,000	\$	2,574	\$	29,569	295.69%
02-506-50025	Benefits-Boots	\$	1,950	\$	-	\$	3,300	169.23%
02-506-51003	R&M - Structures	\$	35,000	\$	1,577	\$	28,045	80.13%
02-506-51091	Expense Credits (overhead)	\$	-	\$	-	\$	(766)	N/A
02-506-51120	Safety Equipment & Supplies	\$	25,000	\$	940	\$	5,656	22.63%
02-506-51125		\$	150,000	\$	2,733	\$	85,329	56.89%
02-506-51130	Office Supplies & Expenses	\$	35,000	\$	2,322	\$	11,049	31.57%
	General Supplies & Expenses	\$	40,000	\$	5,598	\$	19,658	49.14%
02-506-51199	<u> </u>	\$		\$	<del>-</del>	\$	-	N/A
02-506-51211	Utilities - Electricity	\$	32,000	\$	1,976	\$	20,979	65.56%
02-506-51213	Utilities - Natural Gas	\$	2,000	\$	<del>-</del>	\$	1,222	61.08%
	Dues & Subscriptions	\$	30,000	\$	150	\$	15,359	51.20%
	Computer Expenses	\$	145,000	\$	4,048	\$	69,784	48.13%
02-506-54010	Postage	\$	10,000	\$	263	\$	455	4.55%
02-506-54011	Printing & Publications	\$		\$	-	\$	351	N/A
	Education & Training	\$	20,000	<u> </u>	276		5,138	25.69%
	Utility Billing Expenses	\$	185,000	\$	9,537	l	117,515	63.52%
	Public Relations	\$	31,500	\$	138	\$	7,604	24.14%
	Travel Related Expenses	\$	7,500	\$	90	\$	9,847	131.30%
02-506-54017		\$	12,000	\$	245	\$	5,214	43.45%
	Meeting Related Expenses	\$	8,000	\$	505	\$	5,578	69.72%
	Utilities - YVWD Services	\$	145,000	\$	6,473	\$	49,953	34.45%
	Waste Disposal	\$	2,700	\$		\$	2,993	110.84%
	Telephone & Internet	\$	45,000	\$	2,922	\$	33,658	74.79%
02-506-54099	Conservation & Rebates	\$	30,000	\$		\$	750	2.50%
	Contractural Services	\$	270,000	\$	8,574	\$	154,901	57.37%
02-506-54107	<u> </u>	\$	120,000	\$		\$	73,636	61.36%
	Audit & Accounting	\$	15,000	\$		\$	11,565	77.10%
02-506-54109	Professional Fees	\$	217,691	\$	5,000	\$	145,570	66.87%
	Depreciation	\$	1,272,330	\$	106,028	\$	848,220	66.67%

	FY 2019-20	W	ater Expens	es				
G/L ACCOUNT #	DESCRIPTION		BUDGET		Feb '20	Υ	ear to Date	%
02-506-56001	Insurance	\$	100,000	\$	12,523	\$	85,917	85.92%
02-506-57030	Regulatory Compliance	\$	35,000	\$	1,768	\$	24,239	69.26%
02-506-57090	Election Related Expenses	\$	-	\$	-	\$	- 1	N/A
02-506-57095	Yucaipa SGMA	\$	10,000	\$	-	\$	331	3.31%
02-506-57096	Beaumont Basin Watermaster	\$	40,000	\$	_	\$	23,498	58.75%
02-506-57097	San Timoteo SGMA	\$	5,000	\$	-	\$	6,100	-
02-506-57098	Bunker Hill GSC	\$	15,000	\$	-	\$	11,847	-
02-506-57199	Suspense	\$	-	\$	-	\$	-	
	ADMINISTRATION TOTALS	\$	4,044,094	\$	248,258	\$	2,532,142	62.61%
02-540-57201	Series 2015A Principal	\$	1,170,000	\$		\$	1,170,000	100.00%
02-540-57402	Interest - Bond Repayment	\$	1,122,612	\$	545,713	\$	1,121,361	99.89%
	40 - Debt	\$	2,292,612	\$	545,713	\$	2,291,361	99.95%
02-540-57001	Asset Acq Water Dept	\$		\$	-	\$		
02-540-57003	Asset Acq US Dept	\$	-	\$	-	\$	-	
02-540-57006	Asset Acq Admin Dept	\$	-	\$	-	\$		
	40 - Capital Outlay	\$	-	\$	-	\$		
	TOTAL WATER EXPENSES	\$	14,475,622	\$	1,228,413	\$		0.00%

	FY 2019-20 S	ewe	er Expense	s				
C/L ACCOUNT								
G/L ACCOUNT #	DESCRIPTION		BUDGET		Feb '20	V	ear to Date	%
03-502-50010	I	\$	1,059,129	\$		\$	805,722	76.07%
03-502-50013	\$	\$	81,023	\$		\$	71,310	88.01%
	Benefits-Life Insurance	\$	5,592	\$		\$	1,630	29.15%
	Benefits-Health & Def Comp	\$	224,598	\$		\$	218,786	97.41%
I	Benefits-Disability Insurance	\$	9,535	\$		\$	12,582	131.95%
03-502-50019	{	\$	28,596	\$		\$	13,780	48.19%
03-502-50013	Benefits-PERS Employee	\$	20,000	\$		\$	10,700	40.1370
	Benefits-PERS Employer	\$	158,869	\$	5,798	\$	55,780	35.11%
	Benefits-Uniforms	\$	5,825	\$	245	\$	4,059	69.69%
	Benefits-Vacation & Sick Pay	\$	9,000	\$		\$	51,957	577.30%
03-502-50025	(	\$	7,995	\$		\$	3,640	45.53%
	R&M - Structures	\$	350,000	\$	20,997	\$	87,992	25.14%
	R&M - Automation Control	\$	65,000	\$		\$	52,941	81.45%
03-502-51010	{	\$	600,000	\$		\$	459,312	76.55%
03-502-51111	Propane	\$	500	\$		\$	65	12.93%
	Laboratory Supplies	\$	30,000	\$		\$	32,460	108.20%
I	General Supplies & Expenses	\$	5.000	\$	432	\$	4,742	94.84%
	Utilities - Power Purchases	\$	850,000	\$		\$	641,908	75.52%
	Laboratory Services	\$	85,000	\$		\$	68,795	80.94%
	Sewage Waste Disposal-Solids	\$	226,000	\$		\$	181,124	80.14%
I	Brineline Operating Expenses	\$	396,500	\$		\$	235,318	59.35%
00 002 07004	TREATMENT TOTALS		4,198,162	\$		\$	3,003,902	71.55%
							-,,	
				†				7 1.00 /0
03-506-50010	Labor	\$	616,295	\$	38,463	\$	325,056	52.74%
	Labor Labor - Credit	\$		\$		\$ \$	325,056 274	
	Labor - Credit			4	274			
03-506-50011	Labor - Credit Director Fees	\$	616,295 -	\$	274 2,278	\$	274	52.74% 64.33%
03-506-50011 03-506-50012 03-506-50013	Labor - Credit Director Fees	\$ \$	616,295 - 26,000	\$ \$	274 2,278	\$ \$	274 16,725	52.74%
03-506-50011 03-506-50012 03-506-50013 03-506-50014	Labor - Credit Director Fees Benefits-FICA	\$ \$ \$	616,295 - 26,000 47,147	\$ \$ \$	274 2,278 3,728 75	\$ \$ \$	274 16,725 27,950	52.74% 64.33% 59.28% 22.91%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance	\$ \$ \$	616,295 - 26,000 47,147 3,120	\$ \$ \$ \$	274 2,278 3,728 75 13,753	\$ \$ \$	274 16,725 27,950 715	52.74% 64.33% 59.28% 22.91% 97.33%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50017	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance Benefits-Health & Def Comp	\$ \$ \$ \$	616,295 - 26,000 47,147 3,120 122,640	\$ \$ \$ \$	274 2,278 3,728 75 13,753 584	\$ \$ \$ \$ \$	274 16,725 27,950 715 119,362	52.74% 64.33% 59.28% 22.91% 97.33% 87.71%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50017 03-506-50019	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance Benefits-Health & Def Comp Benefits Disability Insurane	\$ \$ \$ \$	616,295 - 26,000 47,147 3,120 122,640 5,547	\$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584	\$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865	52.74% 64.33% 59.28% 22.91% 97.33% 87.71%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50017 03-506-50019 03-506-50021	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance Benefits-Health & Def Comp Benefits Disability Insurane Benefits-Workers Compensation	\$ \$ \$ \$ \$	616,295 - 26,000 47,147 3,120 122,640 5,547 16,640 - 92,444	\$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200	\$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50017 03-506-50019 03-506-50021 03-506-50022	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance Benefits-Health & Def Comp Benefits Disability Insurane Benefits-Workers Compensation Benefits-PERS Employee	\$ \$ \$ \$ \$	616,295 - 26,000 47,147 3,120 122,640 5,547 16,640	\$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200	\$ \$ \$ \$ \$ \$ \$	274   16,725   27,950   715   119,362   4,865   8,676	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50017 03-506-50019 03-506-50021 03-506-50022 03-506-50023	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance Benefits-Health & Def Comp Benefits Disability Insurane Benefits-Workers Compensation Benefits-PERS Employee Benefits-PERS Employer	\$ \$ \$ \$ \$ \$ \$ \$ \$	616,295 - 26,000 47,147 3,120 122,640 5,547 16,640 - 92,444	\$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200 - 3,166	\$ \$ \$ \$ \$ \$ \$ \$	274   16,725   27,950   715   119,362   4,865   8,676   - 29,266	52.74% 64.33% 59.28%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50017 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50024	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance Benefits-Health & Def Comp Benefits Disability Insurane Benefits-Workers Compensation Benefits-PERS Employee Benefits-PERS Employer Benefits-Uniforms	\$ \$ \$ \$ \$ \$ \$ \$ \$	616,295 - 26,000 47,147 3,120 122,640 5,547 16,640 - 92,444 3,250	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200 - 3,166	\$ \$ \$ \$ \$ \$ \$ \$	274   16,725   27,950   715   119,362   4,865   8,676   - 29,266   204	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50017 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50024 03-506-50025	Labor - Credit Director Fees Benefits-FICA Benefits-Life Insurance Benefits-Health & Def Comp Benefits Disability Insurane Benefits-Workers Compensation Benefits-PERS Employee Benefits-PERS Employer Benefits-Uniforms Benefits-Vacation & Sick Pay	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	616,295 26,000 47,147 3,120 122,640 5,547 16,640 92,444 3,250 5,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200 - 3,166 - 2,433	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50017 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50024 03-506-50025 03-506-50055	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Uniforms  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	616,295 26,000 47,147 3,120 122,640 5,547 16,640 92,444 3,250 5,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200 - 3,166 - 2,433	\$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72% 15.38%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50024 03-506-50025 03-506-50055 03-506-51120 03-506-51125	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Uniforms  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies  Petroleum Products		616,295 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200 - 3,166 - 2,433 - - 393 3,958	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736 300	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72% 15.38% 58.15% 80.13%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50025 03-506-50025 03-506-51120 03-506-51120 03-506-51125 03-506-51130	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Uniforms  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies  Petroleum Products  Office Supplies & Expenses	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	616,295 - 26,000 47,147 3,120 122,640 5,547 16,640 - 92,444 3,250 5,000 1,950 - 9,500		274 2,278 3,728 75 13,753 584 1,200  3,166  2,433  - 393 3,958 3,213	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736 300 - 5,524	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72% 15.38% 58.15% 80.13% 97.95%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50017 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50025 03-506-50025 03-506-51120 03-506-51125 03-506-51130	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Uniforms  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies  Petroleum Products  Office Supplies & Expenses  General Supplies & Expenses		616,295 - 26,000 47,147 3,120 122,640 5,547 16,640 - 92,444 3,250 5,000 1,950 - 9,500 24,000	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 2,278 3,728 75 13,753 584 1,200  3,166  2,433  - 393 3,958 3,213	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736 300 - 5,524 19,232	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72% 15.38% 58.15% 80.13% 97.95%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50025 03-506-50025 03-506-51120 03-506-51120 03-506-51125 03-506-51130	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies  Petroleum Products  Office Supplies & Expenses  General Supplies & Expenses  Disaster Repairs & Incidences		616,295 - 26,000 47,147 3,120 122,640 5,547 16,640 - 92,444 3,250 5,000 1,950 - 9,500 24,000 7,000		274 2,278 3,728 75 13,753 584 1,200 - 3,166 - 2,433 393 3,958 3,213 296 -	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736 300 - 5,524 19,232 6,856	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72% 15.38% 58.15% 80.13% 97.95%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50025 03-506-50025 03-506-51120 03-506-51120 03-506-51130 03-506-51140 03-506-51140 03-506-51199 03-506-54002	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Uniforms  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies  Petroleum Products  Office Supplies & Expenses  General Supplies & Expenses  Disaster Repairs & Incidences  Dues & Subscriptions		616,295 - 26,000 47,147 3,120 122,640 5,547 16,640 - 92,444 3,250 5,000 1,950 - 9,500 24,000 7,000		274 2,278 3,728 75 13,753 584 1,200 - 3,166 - 2,433 - 393 3,958 3,213 296	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736 300 - 5,524 19,232 6,856 10,799	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50024 03-506-50025 03-506-51120 03-506-51120 03-506-51130 03-506-51140 03-506-51199	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Uniforms  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies  Petroleum Products  Office Supplies & Expenses  General Supplies & Expenses  Disaster Repairs & Incidences  Dues & Subscriptions  Management & Admin Services		616,295  26,000  47,147  3,120  122,640  5,547  16,640  -  92,444  3,250  5,000  1,950  -  9,500  24,000  7,000  30,000  -  30,000  210,000		274 2,278 3,728 75 13,753 584 1,200 - 3,166 - 2,433 - 393 3,958 3,213 296 - 17,500	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736 300 - 5,524 19,232 6,856 10,799 (13,093)	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72% 15.38% 58.15% 80.13% 97.95% 36.00% 80.94% 66.67%
03-506-50011 03-506-50012 03-506-50013 03-506-50014 03-506-50016 03-506-50019 03-506-50021 03-506-50022 03-506-50023 03-506-50024 03-506-50025 03-506-51120 03-506-51120 03-506-51120 03-506-51130 03-506-51140 03-506-51140 03-506-51199 03-506-54002	Labor - Credit  Director Fees  Benefits-FICA  Benefits-Life Insurance  Benefits-Health & Def Comp  Benefits Disability Insurane  Benefits-Workers Compensation  Benefits-PERS Employee  Benefits-PERS Employer  Benefits-Vacation & Sick Pay  Benefits-Vacation & Sick Pay  Benefits-Boots  Pension Expense-GASB 68  Safety Equipment & Supplies  Petroleum Products  Office Supplies & Expenses  General Supplies & Expenses  Disaster Repairs & Incidences  Dues & Subscriptions  Management & Admin Services  Computer Expenses		616,295  26,000  47,147  3,120  122,640  5,547  16,640  92,444  3,250  5,000  1,950  24,000  7,000  30,000  -  30,000		274 2,278 3,728 75 13,753 584 1,200 - 3,166 - 2,433 393 3,958 3,213 296 17,500 1,969	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	274 16,725 27,950 715 119,362 4,865 8,676 - 29,266 204 28,736 300 - 5,524 19,232 6,856 10,799 (13,093) 24,282	52.74% 64.33% 59.28% 22.91% 97.33% 87.71% 52.14% 31.66% 6.29% 574.72% 15.38% 58.15% 80.13% 97.95% 36.00%

	FY 2019-20 S	ewe	er Expense	s				
G/L ACCOUNT								
#	DESCRIPTION		BUDGET		Feb '20	V	ear to Date	%
I	Education & Training	\$	20,000	\$	251	\$	9,623	48.12%
	Public Relations	\$	25,000	\$		\$	2,635	10.54%
	Travel Related Expenses	\$	10,000	\$	262	\$	9,537	95.37%
03-506-54017	Certifications & Renewals	\$	10,000	\$	178	\$	3,933	39.33%
03-506-54019	Licenses & Permits	\$	70,000	\$		\$	75,918	108.45%
03-506-54020	Meeting Related Expenses	\$	5,000	\$	387	\$	5,588	111.75%
				†				
03-506-54022	Utilities - YVWD Services	\$	265,000	\$	38,072	\$	264,869	99.95%
03-506-54024	Waste Disposal	\$	14,000	\$		\$	16,749	119.64%
03-506-54025	Telephone & Internet	\$	50,000	\$	4,540	\$	39,520	79.04%
03-506-54030	Drinking Water	\$	-	\$		\$	-	#DIV/0!
				İ		i		
	Contractural Services	\$	46,000	\$	2,868	\$	77,856	169.25%
03-506-54107	Legal	\$	30,000	\$	<del>-</del>	\$	8,971	29.90%
03-506-54108	Audit & Accounting	\$	15,000	\$		\$	11,565	77.10%
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	Professional Fees	\$	1,567,274	\$	<del>-</del>	\$	451,645	28.82%
03-506-55500	Depreciation	\$	472,982	\$	39,415	\$	315,321	66.67%
03-506-56001	Insurance	\$	130,000	\$	13,992	\$	101,801	78.31%
03-506-57030	Regulatory Compliance	\$	70,000	\$	884	\$	56,186	80.27%
	ADMINISTRATION TOTALS	\$	4,170,789	\$	194,132	\$	2,270,011	54.43%
02 507 50040	Labor	ф.	625.060	<u>_</u>	20 040	<u>c</u>	262 204	E7 0E0/
03-507-50010	Labor	\$	625,069	\$	38,048	\$	362,201	57.95%
	Labor - Credit	\$ \$	47.040	\$ \$		\$ \$	- 22.070	0.00%
03-507-50013		\$	47,818	\$	3,502 102	\$	33,072 957	69.16%
	Benefits-Life Insurance Benefits-Health & Def Comp	\$	3,864 151,662	\$	13,860	\$	128,216	24.76% 84.54%
	Benefits-Disability Insurance	\$	5,626	\$	618	\$	5,928	105.37%
03-507-50019	Benefits-Workers Compensatio	\$	16,877	\$	2,571	\$	13,780	81.65%
03-507-50019	Benefits-PERS Employee	\$	10,077	\$	2,011	\$	13,700	01.0076
	Benefit-PERS Employer	\$	93,760	\$	3,012	\$	28,978	30.91%
	Benefits-Uniforms	\$	4,025	4	152	\$	2,569	63.82%
	Benefits-Vacation & Sick Pay	\$	40.000	\$	4,386	\$	40,396	100.99%
	Benefits-Boots	\$	2,415	\$	-,500	\$	600	24.84%
	Sewer Pipeline & Facilities	\$	250,000	\$	3,296	\$	112,370	44.95%
03-507-51140	General Supplies & Expenses	\$	500	\$	-	\$	896	179.23%
03-507-51241	Lift Station #1	\$	52,500	\$	4,445	\$	33,570	63.94%
03-507-51242		\$	18,000	\$	1,364	\$	10,984	61.02%
03-507-51243	å	\$	3,200	\$	141	\$	3,945	123.30%
03-507-51244	\$	\$	9,500	\$	981	\$	16,072	169.18%
03-507-51246	·	\$	5,000	\$	359	\$	3,436	5, , 5 , 0
03-507-51248	Lift Station #8	\$	2,500	\$	87	\$	656	26.22%
03-507-54111	Pretreatment	\$	50,000	\$	2,455	\$	36,211	72.42%
	ENVIRONMENTAL CONTROL TOTAL		1,382,316	\$	79,379	\$	834,837	60.39%
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03-540-57202	SRF Principal - WWTP	\$	2,306,368	\$	-	\$	2,306,368	100.00%

FY 2019-20 Sewer Expenses								
G/L ACCOUNT #	DESCRIPTION		BUDGET		Feb '20	Y	ear to Date	%
03-540-57203	SRF Principal - Brineline	\$	447,138	\$	-	\$	447,138	100.00%
03-540-57204	SRF Principal - Wise	\$	136,599	\$	136,599	\$	136,599	100.00%
03-540-57205	SRF Principal - R 10.3	\$	40,023	\$	40,023	\$	40,023	100.00%
03-540-57206	SRF Principal - Crow St	\$	15,667	\$	15,649	\$	15,649	99.89%
03-540-57403	Interest - Long Term Debt	\$	887,924	\$	68,480	\$	887,917	100.00%
	40 - Debt	\$	3,833,719	\$	260,752	\$	3,833,694	100.00%
03-540-57002	Asset Acq Treatment Dept	\$	-	\$	<del>-</del>	\$		
03-540-57006	Asset Acq Admin Dept	\$	-	\$	_	\$	-	
03-540-57007	Asset Acq EC Dept	\$	-	\$	-	\$	-	
	40 - Capital Outlay	\$	-	\$	-	\$		
	TOTAL SEWER EXPENSES	\$	13,584,986	\$	940,120	\$	9,942,445	73.19%

	FY 2019-20 Re	сус	led Expens	ses				
G/L ACCOUNT #	DESCRIPTION		BUDGET		Feb '20		Year to Date	%
04-506-50010	Labor	\$	705,207	\$	40,408	\$	361,802	51.30%
04-506-50011	Labor - Credit	\$		\$	<del>-</del>	\$	<del>-</del>	
04-506-50012	Director Fees	\$	5,000	\$	-	\$	-	0.00%
04-506-50013	Benefits-FICA	\$	53,948	\$	3,505	\$	30,858	57.20%
04-506-50014	Benefits-Life Insurance	\$	3,600	\$	87	\$	818	22.72%
04-506-50016	Benefits-Health & Def Comp	\$	143,004	\$	12,772	\$	117,213	81.97%
04-506-50017	Benefits-Disability Insurance	\$	6,347	\$	625	\$	5,543	87.33%
04-506-50019	Benefits-Workers Compensation	\$	19,041	\$	1,200	\$	8,783	46.12%
04-506-50021	Benefits-PERS Employee	\$		\$		\$		
04-506-50022	Benefits-PERS Employer	\$	105,781	\$	3,336	\$	31,781	30.04%
04-506-50023	Benfits-Uniforms	\$	3,750	\$	34	\$	1,540	41.08%
04-506-50024	Benefits-Vacation & Sick Pay	\$		\$	2,969	\$	36,038	#DIV/0!
04-506-50025	Benefits-Boots	\$	4,750	\$		\$	1,200	25.26%
04-506-51003	R&M - Structures	\$	26,519	\$		\$	3,671	13.84%
04-506-51011	R&M - Valves	\$	500	\$		\$		0.00%
	R&M - Pipelines	\$	500	\$	_	\$	1,324	264.84%
04-506-51021	R&M - Service Lines	\$	4,000	\$		\$		0.00%
	R&M - Fire Hydrants	\$	4,000	\$		\$		0.00%
	R&M - Meters	\$	1,500	\$		\$		0.00%
04-506-51140	General Supplies & Expenses	\$	7,000	\$	3	\$	4,555	65.07%
04-506-51210	Utilities - Power Purchases	\$	84,500	\$	9,709	\$	49,677	58.79%
	Dues & Subscriptions	\$	3,000	\$		\$	2,895	96.50%
04-506-54005	Computer Expenses	\$	11,000	\$		\$	8,250	75.00%
04-506-54011	Printing & Publications	\$	- 11,000	\$		\$		N/A
	Education & Training	\$	3,500	\$	35	\$	706	20.17%
	Public Relations	\$	4,200	\$		\$	540	12.86%
	Travel Related Expenses	\$	1,000	\$		\$	646	64.59%
04-506-54017	Certifications & Renewals	\$	500	\$		\$	-	0.00%
	Licenses & Permits	\$	7,500	\$		\$	11,898	158.64%
	Meeting Related Expenses	\$	1,400	\$	35	\$	868	62.03%
	Utilities - YVWD Services	\$	12,500	\$		\$	3,631	29.05%
	Telephone & Internet	\$	1,400	\$	80	\$	1,118	79.86%
	Contractural Services	\$	10,000	\$	462	\$	9,220	92.20%
04-506-54107	<u> </u>	\$	500	\$	-	\$	-	0.00%
	Audit & Accounting	\$	4,000	\$		\$	2,570	64.25%
	Professional Fees	\$	30,000	\$		\$	12,451	41.50%
	Laboratory Services	\$		\$		\$		11.0070
04-506-55500	Depreciation	\$	<u>-</u>	\$		\$		
04-5-06-56001		\$	25,000	\$	2,785	\$	16,689	66.76%
	Regulatory Compliance	\$	6,500	\$	197	\$	7,645	117.61%
	Environmental Compliance	\$	500	\$		\$		0.00%
				Ψ		Ψ		
	TOTAL RECYCLED EXPENSES	\$	1,301,447	\$	78,242	\$	733,929	56.39%



Date: March 10, 2020

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

Subject: Proposed Budget Workshop Schedule for Fiscal Year 2020-21

This item is to discuss the proposed dates for the budget workshop for the fiscal year 2020-21 budget development and approval.

The tentative schedule is a follows:

- Tuesday, May 12, 2020 Budget Workshop
- Tuesday, May 26, 2020 Budget Review at Board Workshop
- Tuesday, June 2, 2020 Budget Adoption at Board Meeting



## **Workshop Memorandum 20-071**

**Date:** March 10, 2020

From: Jennifer Ares, Water Resource Manager

**Subject:** Overview of the 2020 Groundwater and Surface Water Monitoring for the Yucaipa

Valley Water District's Maximum Benefit Monitoring Program

Yucaipa Valley Water District is required to conduct extensive monitoring for the Maximum Benefit Program in the San Timoteo and Yucaipa Management Zones pursuant to the Regional Water Quality Control Board (RWQCB) Resolution Nos. R8-2005-0065 and R8-2014-0005.

The following scope of work and fee are based on monitoring requirements included in Resolution No. R8-2014-0005 from the Regional Water Quality Control Board. The monitoring will include groundwater monitoring services at up to fourteen wells in the San Timoteo Management Zone and three wells in the Beaumont Groundwater Management Zone. This will include collecting groundwater quality samples from seven of the wells. Surface water monitoring services at up to four surface water monitoring points in the San Timoteo Management Zone will also be conducted bi-weekly.

All data collected in the field (e.g. groundwater level measurements, surface water flows) will be compiled in a database, along with analytical laboratory results for all water quality samples collected by Dudek. Dudek will manage the data for the San Timoteo Creek, Yucaipa, and Beaumont Management Zones. This includes collecting, reviewing, providing quality control and quality assurance, and compiling all groundwater and surface water data from the three management zones.

The District was under contract with Dudek for the 2019 groundwater and surface water monitoring for the San Timoteo Management Zone and the 2019 Maximum Benefit Report will be submitted to the Regional Water Quality Control Board by April 15, 2020. This current proposal covers the monitoring requirements for the 2020 calendar year.

#### **DUDEK**

MAIN OFFICE 605 THIRD STREET ENCINITAS, CALIFORNIA 92024 T 760.942.5147 T 800.450.1818 F 760.632.0164

January 23, 2020 11889

Jennifer Ares Water Resource Manager Yucaipa Valley Water District 12770 Second Street Yucaipa, CA 92399

Subject: Proposed Scope of Work and Fee to Provide Services in 2020 Related to the

Maximum Benefit Monitoring Program for the San Timoteo Management

Zone

Dear Ms. Ares:

Dudek is pleased to present this scope of work and fee to provide services in 2020 for the Maximum Benefit Monitoring Program included in the Santa Ana Regional Water Quality Control Board (the Board) Resolutions R8-2005-0065 and R8-2014-0005. Dudek will assist YVWD in collecting groundwater level and groundwater quality data at observation wells in the San Timoteo Management Zone, compile surface water data collected by YVWD staff, and prepare an annual maximum benefits monitoring report. Dudek understands that YVWD will act as the lead agency in managing the Maximum Benefits Monitoring Program for the San Timoteo, Yucaipa and Beaumont Groundwater Management Zones. All Dudek invoices and project management will be coordinated with YVWD.

The following scope of work and fee are based on monitoring requirements included in the Draft Maximum Benefit Monitoring Report 2015 Work Plan (Wildermuth, 2014) that was updated on December 22, 2014 and approved by the Santa Ana Regional Water Quality Control Board on January 6, 2015.

The following scope of work includes:

 Semi-annual groundwater monitoring services at up to fourteen (14) wells in the San Timoteo Management Zone and three (3) wells in the Beaumont Groundwater Management Zone. This will include collecting groundwater quality samples from nine of the wells and arranging for the samples to be delivered to Clinical Laboratory of San Bernardino, Inc. of Grand Terrace, California for analyses as outlined in the Draft 2015 Work Plan. Water levels will also be manually measured at the wells sampled and designated for water level measurement using a Solinst water level sounder. Water level data measured from dedicated pressure transducers installed at some of the wells and

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

transmitted to the HydroVu database will be downloaded and compiled for inclusion in the annual maximum benefits monitoring report.

- 2. <u>Bi-weekly surface water monitoring</u> and data collection at up to four (4) surface water monitoring points in the San Timoteo Management Zone will be conducted by YVWD staff. YVWD staff will measure surface water flows and collect water quality samples on a biweekly basis from three of the four monitoring points. YVWD will share the data with Dudek within a week to two weeks of collection. Dudek will update the project database and prepare the annual monitoring report.
- All data collected in the field (e.g. groundwater level measurements, surface water flows)
  will be compiled in a database, along with analytical laboratory results for all water quality
  samples collected by Dudek and YVWD staff.
- 4. Dudek will act as the Data Manager for the San Timoteo Creek, Yucaipa, and Beaumont Groundwater Management Zones. This includes collecting, reviewing, providing QA/QC, and compiling all groundwater and surface water data from the three management zones.
- Dudek will prepare a draft 2019 Maximum Benefit Monitoring Program Annual Report to be distributed to Yucaipa Valley Water District and other interested parties by March 27, 2020 for review and comments. Dudek will finalize the draft report for submittal to the Regional Board by April 15, 2020.

#### SCOPE OF WORK

#### Task 1. Semi-Annual Groundwater Level and Water Quality Monitoring

Dudek personnel will be tasked with conducting all field work pertaining to the semi-annual groundwater monitoring events. The field work is tentatively scheduled in late April and late October 2020. The following is a list of tasks that will be completed by Dudek:

- In the STGMZ, manually measure depths-to-water (DTW) at wells GWMW-1, GWMW-2, GWMW-3, GWMW-4, GWMW-5A, GWMW-5B, GWMW-5C (if not artesian), OW-1P, OW-3P, OW-6A, and GL-8 using a Solinst electric water level sounder provided by Dudek. The DTW measurements will be measured at 0.01-foot accuracy. The time and date of each DTW measurement, plus the conditions of each well, will be recorded in field forms.
- Water level data will also be downloaded from the In-Situ HydroVu website, which is an
  online database that receives data from the dedicated remote telemetry systems installed at

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

wells GWMW-1, GWMW-2, GWMW-3, GWMW-4, GWMW-5A, GWMW-5B, OW-1P, OW-3P, and OW-6A. Each remote telemetry system includes an In-Situ Rugged Troll pressure transducer that is programmed to measure and record water levels on an hourly basis. The hourly data will be incorporated into the annual Maximum Benefits Annual Report.

- In the STGMZ, water quality samples will be collected from wells GWMW-2, GWMW-3, GWMW-4, GWMW-5A, GWMW-5B, and GWMW-5C. All wells will be purged using a portable submersible pump and generator provided by YVWD. Wells GWMW-2, GWMW-3, and GWMW-4 will be purged dry and allowed to recover overnight before collecting a representative groundwater sample. Dudek understands that the purge water may be discharged to land at each well location.
- Field parameters pH, temperature, specific conductance and dissolved oxygen will be measured during the purging process to characterize the water quality and identify when the water produced from the well is representative of native groundwater. Dudek will use a multi-parameter device provided by YVWD to measure the water quality parameters. Dudek staff will calibrate the device using calibration standards provided by YVWD at the YVWD wastewater treatment plant. The calibration of the multi-parameter device will be recorded by Dudek staff prior to its use in the field.
- The DTW, field parameters, and volumes purged will be recorded in field sampling forms completed in the field at each well point. The field sampling forms will also include the name of the sampler, the date/time of measurement and sample collection, the estimated volume of water to purge 3 casing volumes, and the actual volume purged. The representative water quality samples will be collected after 3 casing volumes are purged or the field parameters monitoring during purging are stable within 10% of previous measurements.
- Water quality samples will be collected in sampling containers provided by Clinical Laboratory of San Bernardino, Inc., which is a California certified analytical laboratory (ELAP Certificate No. 1088). All sample containers will be labeled with the data/time of sample collection, the well ID, identification of the preservative (if any) in the container, and the name of the sampler. A chain-of-custody form will be completed as each sample is collected and submitted with the samples to Clinical Laboratory of San Bernardino, Inc. The analytical laboratory will analyze each sample per Table 2-4 of the Draft 2015 Work Plan, which includes the following constituents:

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

- Total Dissolved Solids
- Specific conductance
- o Nitrate-Nitrogen or Nitrate as nitrogen
- Nitrite-Nitrogen or Nitrite as nitrogen
- Total Inorganic Nitrogen
- o pH
- Total alkalinity (as CaCO3)
- Carbonate, bicarbonate and hydroxide
- Silica (as SiO2)
- o Inorganic cations Ca, Mg, K, and Na
- o Inorganic anions Cl, F, SO4.
- All water quality samples will stored in an ice-chest with ice during the sampling event.
   The samples will be delivered to Clinical Laboratory of San Bernardino on ice.
- This task includes labor hours to compile all data collected during the groundwater monitoring events and update the project database, water level and water quality hydrographs, and plan view maps.
- Data collected for the Maximum Benefits Monitoring Program will also be incorporated into the central Data Management System that Dudek is currently developing for YVWD.

The fee for conducting the groundwater monitoring events also includes direct costs that include a Meals & Incidentals (M&I) rate of \$61 during the groundwater monitoring tasks, hotel accommodations for one night at \$107/night, and daily rates for the use of a vehicle (\$65/day), water level sounder (\$25/day) and supplies (\$50/day). The M&I and hotel accommodation rates were based on the United States General Services Administration that defined these rates for San Bernardino County for Fiscal Year 2020 (visit gsa.gov website).

#### Task 2. Bi-Weekly Surface Water Monitoring

Dudek understands that YVWD personnel will conduct all field work pertaining to the bi-weekly surface water monitoring events. The draft work plan also calls for a minimum of surface water sampling following 6 storm events. YVWD staff will share the surface water data collected in the field with Dudek within a week or two of collection. The following outlines the tasks that will be performed by YVWD staff when conducting the bi-weekly surface water monitoring events:

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

- In the STGMZ, measure surface water flow using a current meter at the following surface
  water monitoring stations: YVWD-A, YVWD-B, and YVWD-Z in the San Timoteo
  Management Zone. Surface water flow will be calculated using the Velocity-Area Method
  described in *Discharge Measurements at Gaging Stations* by the USGS (Turnispeed et al.,
  2010).
- A multi-parameter water quality device will be used in the field to measure temperature, pH, electrical conductivity, and dissolved oxygen of the surface water. These parameters will be recorded in a field sampling form completed for each station by YVWD staff.
- Water quality samples will be collected in containers provided by Clinical Laboratory of San Bernardino, labeled with the data/time of sample collection, the surface water monitoring site ID, identification of the preservative (if any) in the container, and the name of the sampler. A chain-of-custody form will be completed as each sample is collected and submitted with the samples to the analytical laboratory. Each surface water sample will be analyzed for constituents listed in Table 3-1 of the Draft 2015 Work Plan, which include the constituents required for groundwater plus ammonia as nitrogen. Silica will not be analyzed for in the surface water samples.
- Water quality samples will also be collected at YVWD-E and YVWD-Z by YVWD staff
  following up to 6 storm events. The storm water event samples will be analyzed for the
  same parameters required with the biweekly samples.
- All water quality samples will stored in an ice-chest with ice during the sampling event.
   The samples will be delivered to Clinical Laboratory of San Bernardino, Inc. on ice.
- This task includes labor hours to compile all data collected by YVWD staff during the surface water monitoring events and update the GIS database, water quality hydrographs, and plan view maps.

#### Task 3. 2019 Maximum Benefit Annual Report

Dudek will prepare the 2019 Maximum Benefit Annual Report, which will summarize the work performed and data collection from January 1 to December 31, 2019. The report will include a review of data collected and present the data in graphical form using water level and water quality hydrographs. Copies of all analytical laboratory reports, field forms, and calibration forms will be included in appendices to the report. As part of the preparation in drafting the report, Dudek will act as the data manager to collect, review, QA/QC, and process all groundwater and surface water

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

data collected in the Yucaipa, San Timoteo Creek, and Beaumont Management Zones. This will include updating and maintaining one central database the will include all data.

A first draft of the report will be submitted to YVWD and other maximum benefit participants by March 27, 2020 to review and provide comments and suggested edits. Dudek will then address these comments and finalize the report for distribution to the Santa Ana Regional Water Quality Control Board by April 15, 2020. The report will include a summary of compliance with each of the maximum benefit commitments outlined in the Draft 2015 Work Plan.

### Task 4. Project Management and QA/QC

This task includes labor hours for the project manager, Steven Stuart, PE, to coordinate with YVWD staff and other participants, to plan project logistics for field sampling, data compilation, and provide QA/QC of all documented work and data collected in the three management zones. This also includes labor hours to participate in conference calls and meetings with YVWD.

#### **FEE SUMMARY**

The fee presented in this proposal will be charged on a time and materials basis in accordance with Dudek's 2020 Standard Schedule of Charges (see attached). Dudek will complete the tasks described above on a time-and-materials basis, not to exceed \$52,338.

The time and materials fee provided in this proposal represents an estimate of the anticipated level of effort required to complete the tasks described in the proposal. Should the actual effort required to complete the tasks be less than anticipated, the amount billed will be less than the total fee. Conversely, should the actual effort to complete the proposed tasks be greater than anticipated, additional fee authorizations will be requested. No work in excess of the proposed fee or outside of the proposed scope of work will be performed without written authorization from Yucaipa Valley Water District.

TOTAL COST......\$52,338

6

11889

Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2020 for the Maximum Benefits Monitoring Programs

Please call me at (760) 479-4128 if you have any questions or require further discussion.

Sincerely,

Steven Stuart, P.E. C79764

Project Manager

Att.: Table 1. Fee to Conduct Groundwater and Surface Water Monitoring Services in 2020 2020 Dudek Standard Schedule of Charges

#### References:

Turnispeed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey Techniques and Methods book 3, chap. A8, 87 p.

Wildermuth Environmental, Inc., 2014. Maximum Benefit Monitoring Report 2015 Work Plan Draft. Prepared for City of Beaumont, Yucaipa Valley Water District, San Gorgonio Pass Water Agency, Beaumont Cherry Valley Water District, City of Banning. September 30, 2014. Updated December 22, 2014. For:

### **AUTHORIZATION TO PROCEED**

for

### Scope of Work for Services Provided for Groundwater and Surface Water Monitoring per Maximum Benefits Monitoring Programs in 2020

	cope of work and fee presente the proposed scope of service	eptable and Dudek is hereb	y authorized
1			
Authorized by:			
·	(Signature)	Name (typed or printed)	

Date

Yucaipa Valley Water District

Yucaipa Valley Water District Services Provided for the 2020 Maximum Benefits Monitoring Program DUDEK FEE SCHEDULE

V II	Project Team Role:	Principal Hydrogeologist/ Project Manager	Hydrogeologist IV	Hydrogeologist I	Publications				
	Team Member:	Steven Stuart, PE	Christian Hunter	Marcelo Azevedo		107.0	DUDEK	OTHER	
	Billable Rate :	\$250	\$155	\$125	\$105	HOURS	COST	COSTS	TOTAL FEE
Task#	TASK								
-	Semi-Annual Groundwater Level and Quality Sampling	10	89	32		110	\$ 17,040	\$ 1,018	\$ 18,058
2	Bi-Weekly Surface Water Monitoring	4	16			20	\$ 3,480	- ν	\$ 3,480
8	Maximum Benefit Annual Report	50	50		10	110	\$ 21,300		\$ 21,300
4	Project Management and QA/QC	38				38	\$ 9,500		\$ 9,500
	Total Hours and Fee	102	134	32	10	278	\$ 51,320	\$ 1,018	\$ 52,338
	Percent of Hours:	37%	48%	12%	4%	100%			

1) Direct costs include administation, reproduction of reports and transportation/lodging costs for site inspection and interviews.

Yucaipa Valley Water District - March 10, 2020 - Page 231 of 241

#### DUDEK 2020 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES			
Project Director			
Principal Engineer III		HYDROGEOLOGICAL SERVICES	
Principal Engineer II		Project Director	
Principal Engineer I		Principal Hydrogeologist/Engineer II	
Program Manager		Principal Hydrogeologist/Engineer I	
Senior Project Manager		Sr. Hydrogeologist IV/Engineer IV	
Project Manager		Sr. Hydrogeologist III/Engineer III	\$220.00/hr
Senior Engineer III		Sr. Hydrogeologist II/Engineer II	
Senior Engineer II		Sr. Hydrogeologist I/Engineer I	\$190.00/hr
Senior Engineer I		Hydrogeologist VI/Engineer VI	\$175.00/hr
Project Engineer IV/Technician IV		Hydrogeologist V/Engineer V	
Project Engineer III/Technician III		Hydrogeologist IV/Engineer IV	\$155.00/hr
Project Engineer II/Technician II		Hydrogeologist III/Engineer III	\$145.00/hr
Project Engineer I/Technician I		Hydrogeologist II/Engineer II	\$135.00/hr
Senior Designer		Hydrogeologist I/Engineer I	\$125.00/hr
Designer	\$165.00/hr	Technician	
Assistant Designer	\$160.00/hr		•
CADD Operator III	\$155.00/hr		
CADD Operator II	\$145.00/hr	DISTRICT MANAGEMENT & OPERATIONS	
CADD Operator I	\$130.00/hr	District General Manager	\$105.00/br
CADD Drafter		District General Manager  District Engineer	
CADD Technician	\$110.00/hr	Operations Manager	
Project Coordinator		District Secretary/Accountant	
Engineering Assistant	\$115.00/hr		
3 3	,	Collections System Manager	
		Grade V Operator	
Emanage Conservation		Grade IV Operator	
ENVIRONMENTAL SERVICES	0045 004	Grade III Operator	
Project Director		Grade II Operator	
Senior Specialist IV		Grade I Operator	
Senior Specialist III		Operator in Training	
Senior Specialist II		Collection Maintenance Worker II	
Senior Specialist I		Collection Maintenance Worker I	\$65.00/hr
Specialist V			
Specialist IV			
Specialist III	\$160.00/hr	CREATIVE SERVICES	
Specialist II		3D Graphic Artist	\$180 00/br
Specialist I		Graphic Designer IV	
Analyst V	\$120.00/hr	Graphic Designer III	
Analyst IV	\$110.00/hr	Graphic Designer II	
Analyst III	\$100.00/hr	Graphic Designer I	
Analyst II	\$90.00/hr	Graphic Designer I	
Analyst I	\$80.00/hr		
Technician V	\$100.00/hr	PUBLICATIONS SERVICES	
Technician IV	\$90.00/hr	Technical Editor III	£4.45.00 (b.s.
Technician III	\$80.00/hr		
Technician II		Technical Editor II	
Technician I		Technical Editor I	
Compliance Monitor		Publications Specialist III	
o o mpilatio o monitor		Publications Specialist II	
		Publications Specialist I	
		Clerical Administration	\$90.00/hr
DATA MANAGEMENT SERVICES			
GIS Programmer I		Forensic Engineering - Court appearances, depositions, a	nd interrogatories as expert witness
GIS Specialist IV		will be billed at 2.00 times normal rates.  Emergency and Holidays – Minimum charge of two hours v	vill be billed at 1.75 times the same
GIS Specialist III		rate	minus prined at 1.73 titries the normal
GIS Specialist II		Material and Outside Services - Subcontractors, ren	
GIS Specialist I		reproductions and blueprinting, outside data processing and	
Data Analyst III	\$100.00/hr	at 1.15 times the direct cost.	
Data Analyst II		Travel Expenses - Mileage at current IRS allowable rates involved is charged at cost	. Per diem where overnight stay is
Data Analyst I	\$80.00/hr	Invoices, Late Charges – All fees will be billed to Client mo	onthly and shall be due and navable
UAS Pilot	\$100.00/hr	upon receipt. Invoices are delinquent if not paid within 30 day agrees to pay a monthly late charge equal to 1% per month in full.	is from the date of the invoice. Client of the outstanding balance until paid
Conomica of Manager and Conservation		Annual Increases - Unless identified otherwise, these standard	rates will increase 3% annually.
CONSTRUCTION MANAGEMENT SERVICES		The rates listed above assume prevailing wage rates does not	annly Ifthis assumption is incorrect
Principal/Manager		Dudek reserves the right to adjust its rates accordingly.	. app.y. mana accumptionns modified
Senior Construction Manager			
Senior Project Manager			
Construction Manager			
Project Manager			
Resident Engineer			
Construction Engineer			
On-site Owner's Representative	\$140.00/hr		



On-site Owner's Representative \$140.00/hr Construction Inspector III .......\$130.00/hr Construction Inspector II \$120.00/hr Construction Inspector I ......\$110.00/hr Prevailing Wage Inspector ......\$135.00/hr

Effective January 1, 2020

# **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

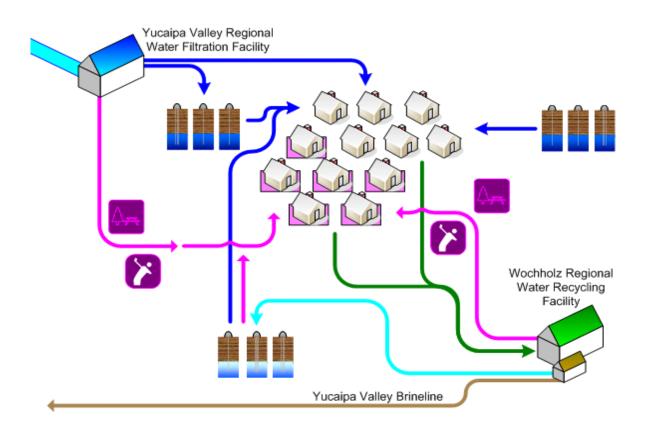
5 reservoirs - 12 million gallons of storage

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

\$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

Recycled Water Commodity Charge:

1,000 gallons or more

\$1.425 per each 1,000 gallons

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

5/8" x 3/4" Water Meter

1" Water Meter

1-1/2" Water Meter

\$14.00 per month

\$23.38 per month

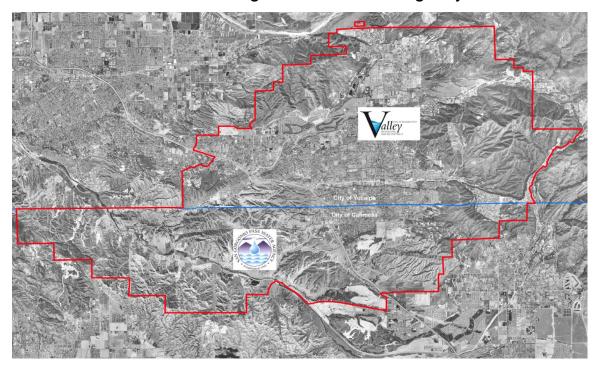
\$46.62 per month

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 (<a href="https://www.digalert.org">https://www.digalert.org</a>) 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

Total Supported Solida

TSS Total Suspended Solids

WDR Waste Discharge Requirements
YVWD Yucaipa Valley Water District