



Yucaipa Valley Water District

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

Notice and Agenda of a Meeting of the Board of Directors

Tuesday, December 22, 2020 at 4:00 p.m.

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20 (a copy of which is attached to this agenda), the Yucaipa Valley Water District will be conducting this meeting by teleconference only. Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. III.

**This meeting is available by calling
(888) 475-4499 using passcode 676-950-731#**

**View live presentation material at
<https://zoom.us/j/676950731>
Passcode: 765589**

There will be no public physical location for attending this meeting in person. The District's Board meeting room will be closed to the public until further notice.

If you are unable to participate by telephone, you may submit comments and/or questions in writing for the Board's consideration by sending them to inquiry@yvwd.us. Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.

- I. CALL TO ORDER**
 - II. ROLL CALL**
 - III. PUBLIC COMMENTS** - At this time, members of the public may briefly address the Board of Directors on matters within its jurisdiction or on any matter listed on this agenda.
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Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

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

IV. CONSENT CALENDAR - All consent calendar matters are routine and will be acted upon in one motion. There will be no discussion of these items unless board members, administrative staff, or members of the public request specific items to be discussed and/or removed prior to the vote for approval.

- A. Minutes of Meetings
 - 1. Board Meeting - December 15, 2020

V. STAFF REPORT

VI. DISCUSSION ITEMS

- A. Consideration to Purchase an Industrial Scale for the Wochholz Regional Water Recycling Facility [[Director Memorandum No. 20-182 - Page 14 of 65](#)]
RECOMMENDED ACTION: That the Board approve the purchase of the Avery Weigh Tronix and Weight Indicator from Michelli Measurement Group for a sum not to exceed \$9,765 plus shipping.
- B. Award of a Construction Contract for the Demolition of Structures Located at 12086 Second Street, 12816 Second Street, 12834 Second Street, and a Storage Structure on Second Street, Yucaipa [[Director Memorandum No. 20-183 - Page 23 of 65](#)]
RECOMMENDED ACTION: That the Board: (1) adopt Resolution No. 2020-62 approving the Notice of Exemption for the project; and (2) award a construction contract with Earthworks Engineering for a sum not to exceed \$92,375; (3) adopt Resolution No. 2020-63 transferring funds from Water Infrastructure Reserves to fund the construction contract.
- C. Consideration of Development Agreement No. 2020-05 with ACAA Limited Partnerships for the Yucaipa Gateway Plaza Project, Yucaipa [[Director Memorandum No. 20-184 - Page 29 of 65](#)]
RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2020-05.

VII. BOARD REPORTS & DIRECTOR COMMENTS

VIII. ANNOUNCEMENTS

- A. December 29, 2020 at 4:00 p.m. - Board Meeting - **Cancelled**
- B. January 5, 2021 at 4:00 p.m. - Board Meeting - **Cancelled**
- C. January 12, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- D. January 19, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**

IX. ADJOURNMENT

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-29-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus continues to spread and is impacting nearly all sectors of California; and

WHEREAS the threat of COVID-19 has resulted in serious and ongoing economic harms, in particular to some of the most vulnerable Californians; and

WHEREAS time bound eligibility redeterminations are required for Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries to continue their benefits, in accordance with processes established by the Department of Social Services, the Department of Health Care Services, and the Federal Government; and

WHEREAS social distancing recommendations or Orders as well as a statewide imperative for critical employees to focus on health needs may prevent Medi-Cal, CalFresh, CalWORKs, Cash Assistance Program for Immigrants, California Food Assistance Program, and In Home Supportive Services beneficiaries from obtaining in-person eligibility redeterminations; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567 and 8571, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. As to individuals currently eligible for benefits under Medi-Cal, CalFresh, CalWORKs, the Cash Assistance Program for Immigrants, the California Food Assistance Program, or In Home Supportive Services benefits, and to the extent necessary to allow such individuals to maintain eligibility for such benefits, any state law, including but not limited to California Code of Regulations, Title 22, section 50189(a) and Welfare and Institutions Code sections 18940 and 11265, that would require redetermination of such benefits is suspended for a period of 90 days from the date of this Order. This Order shall be construed to be consistent with applicable federal laws, including but not limited to Code of Federal Regulations, Title 42, section 435.912, subdivision (e), as interpreted by the Centers for Medicare and Medicaid Services (in guidance issued on January 30, 2018) to permit the extension of

otherwise-applicable Medicaid time limits in emergency situations.

2. Through June 17, 2020, any month or partial month in which California Work Opportunity and Responsibility to Kids (CalWORKs) aid or services are received pursuant to Welfare and Institutions Code Section 11200 et seq. shall not be counted for purposes of the 48-month time limit set forth in Welfare and Institutions Code Section 11454. Any waiver of this time limit shall not be applied if it will exceed the federal time limits set forth in Code of Federal Regulations, Title 45, section 264.1.
3. Paragraph 11 of Executive Order N-25-20 (March 12, 2020) is withdrawn and superseded by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow

members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

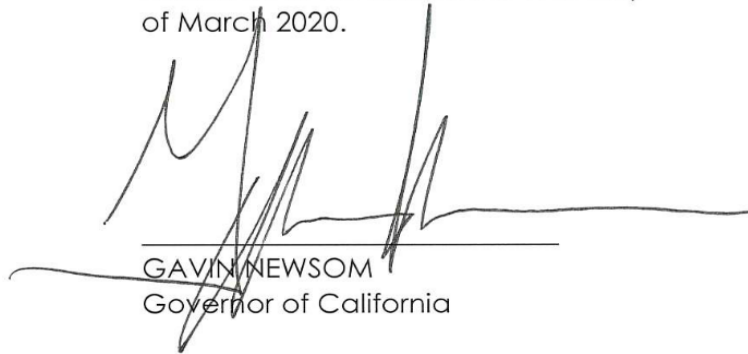
All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

All state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 17th day of March 2020.



GAVIN NEWSOM
Governor of California

Consent Calendar



Yucaipa Valley Water District

MINUTES OF A BOARD MEETING - TELECONFERENCE

December 15, 2020 at 4:00 pm

Directors Present:

Chris Mann, President
Lonni Granlund, Vice President
Jay Bogh, Director
Joyce McIntire, Director

Staff Present:

Wade Allsup, Information Systems Specialist
Jennifer Ares, Water Resource Manager
Madeline Blua, Water Resource Specialist
Allison Edmisten, Chief Financial Officer
Chelsie Fogus, Administrative Assistant I
Ashley Gibson, Regulatory Compliance Manager
Dustin Hochreiter, Senior Engineering Technician
Tim Mackamul, Operations Manager
Matthew Porras, Implementation Manager
Mike Rivera, Public Works Supervisor
Charles Thomas, Operations Manager
John Wrobel, Operations Manager
Joseph Zoba, General Manager

Directors Absent:

Dennis Miller, Director

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Logan Largent, Ortega Strategies Group
Pat Watson, Krieger & Stewart

Due to the spread of COVID-19 and in accordance with the Governor's Executive Order N-29-20 (a copy of which was attached to the meeting agenda), the Yucaipa Valley Water District conducted this meeting by teleconference.

The meeting was available to the public by calling (888) 475-4499 using passcode 676-950-731 and live presentation material was available at <https://zoom.us/j/676950731> using 765589.

CALL TO ORDER

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Chris Mann at 4:00 p.m.

ROLL CALL

The roll was called with Director Lonni Granlund, Director Chris Mann, and Director Joyce McIntire present.

Director Jay Bogh arrived prior to agenda item VI.B.

Director Dennis Miller was absent.

PUBLIC COMMENTS

None

CONSENT CALENDAR

Director Lonni Granlund moved to approve the consent calendar and Director Joyce McIntire seconded the motion.

A. Minutes of Meetings

1. Board Meeting - November 17, 2020
2. Board Meeting - December 8, 2020

B. Payment of Bills

1. Approve/Ratify Invoices for Board Awarded Contracts
2. Ratify General Expenses for November 2020

The motion was approved by the following vote:

Director Jay Bogh - Absent
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Dennis Miller - Absent

STAFF REPORT

None

DISCUSSION ITEMS:

DM 20-180

PRESENTATION OF
THE UNAUDITED
FINANCIAL REPORT
FOR THE PERIOD
ENDING ON
NOVEMBER 30, 2020

Chief Financial Officer Allison Edmisten provided an overview of the unaudited financial report for the period ending on November 30, 2020.

Director Lonni Granlund moved that the Board receive and file the unaudited financial report.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Absent
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Dennis Miller - Absent

DM 20-181

AWARD OF A
CONSTRUCTION
CONTRACT FOR A
REPLACEMENT
DRINKING WATER
PIPELINE IN
WILDWOOD CANYON
ROAD, YUCAIPA

Implementation Manager Matt Porras provided the bid results for the construction of the Wildwood Canyon Pipeline Project and discussed a change to Resolution No. 2020-61 to utilize funds from Improvement District No. 2 in addition to reserve funds.

Director Joyce McIntire moved that the Board award a construction contract with Borden Excavating for a sum not to exceed \$477,477 and adopt the amended Resolution No. 2020-61 transferring funds from Improvement District No. 2 and Water Infrastructure Reserves to fund the construction contract.

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Dennis Miller - Absent

BOARD REPORTS AND
DIRECTOR COMMENTS

Director Joyce McIntire and Director Lonni Granlund reported on the San Gorgonio Pass Water Agency board meeting held on December 7, 2020.

ANNOUNCEMENTS

Director Chris Mann called attention to the announcements listed on the agenda.

CLOSED SESSION

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

- A. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(d)(2) - Consideration of Government Code Claim of the Morales Family

After reconvening out of closed session, Legal Counsel David Wysocki reported that Director Jay Bogh moved to reject and deny the Government Code Claim submitted by the Morales Family and direct the claim to the District's insurance provider.

Director Lonni Granlund seconded the motion which was approved by a 4-0 vote.

ADJOURNMENT

The meeting was adjourned at 4:30 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

Staff Report



Yucaipa Valley Water District

Discussion Items



Yucaipa Valley Water District



Date: December 22, 2020

Prepared By: Ashley Gibson, Regulatory Compliance Manager

Subject: Consideration to Purchase an Industrial Scale for the Wochholz Regional Water Recycling Facility

Recommendation: That the Board approve the purchase of the Avery Weigh Tronix and Weight Indicator from Michelli Measurement Group for a sum not to exceed \$9,765 plus shipping.

In October of 2015, the Governor Brown signed AB901 into law to change how organics, recyclables, and solid waste are reported to Cal Recycle. Beginning second quarter of 2019, Cal Recycle began requiring reporting on a quarterly basis. Currently, the grit the District sends to the dump are visually measured in the dumpsters and converted, using estimates from the EPA, to determine the weight. By purchasing and installing an industrial scale, the District staff will be able to accurately report the weight of solids sent to the landfill.

District Staff requests Board approval to execute the attached proposal from Michelli Measurement Group for a sum not to exceed \$9,765 plus shipping. This project will be funded by the Waste Disposal line item in the operational budget [G/L Account #03-506-54024]. The installation of this equipment will be completed by the public works department and the sewer treatment department staff members.

Avery Weigh-Tronix

PRODEC

DSLS Series

Stainless Steel Floor Scales



DESCRIPTION

General

The ProDec DSLS is an entirely stainless steel floor scale with hermetically sealed Weigh Bars®, suitable for washdown and corrosive applications in the food and chemical industries. ProDec is known as the workhorse of the industry, withstanding many hours of use with minimal downtime.

Design

Low profile design – The height of 3.31 inches on the 5,000 lb model; 4.06 inches on the 10,000 lb model allow for easy loading and unloading.

Washdown safe – Designed to exceed tough washdown requirements, the stainless steel ProDec is ideal for environments that require strict sanitation.

Stainless steel construction – The entire deck, Weigh Bar weight sensors and junction box are all constructed in a rigid stainless steel design. This construction is ideal for strict sanitation applications including food and chemical.

Hermetically sealed stainless Weigh Bars® – The stainless steel ProDec features completely sealed stainless Weigh Bar weight sensors. The sealing prevents air, gas and moisture from infiltrating gauge and wiring areas. The Weigh Bar outperforms most shear beam load cells in accuracy and reliability.

Unsurpassed rigidity – The ProDec is engineered to provide outstanding strength with its steel support channel understructure welded to a 3/16" top plate in the (2,000/5,000 lb) or 1/4" (10,000 lb scale) top plate. This robust design helps to keep the deck from warping and bending.

Four-way ramps – Optional ramps can be added to any side of the scale to speed up workflow from multiple directions and improve efficiency.

Pit Frames – Optional pit frames simplify the job of installing the platform flush with the surrounding floor.

Tread plate deck texture – Checkered deck texture provides higher traction than a smooth deck and reduces the risk of slip and fall accidents.

Adjustable feet – The corrosion resistant stainless steel feet with locking nuts are adjustable and allow for leveling between 3/16" to 1/2".

End loading – The ProDec is designed to accommodate some of the most unique weighing situations. The ProDec has an end loading rating of 200% at a 2,000 lb, 150% at 5,000 lb and 100% for the 10,000 lb.

Axle loading – The ProDec axle load ratings are: 3,300 lb for a 5,000 lb scale; 5,000 lb for 10,000 lb capacity.

PRODEC STAINLESS STEEL FLOOR SCALES Technical Specification

STANDARD SIZES, CAPACITIES AND FINISHES

	Model No.	Dimensions	Shipping Weight
5,000 / 10,000 lb (2500 / 5000 kg)	DSL53636-05	36 x 36 x 3.31 in (91 x 91 x 8.4 cm)	183 lb (83 kg)
	DSL54848-05	48 x 48 x 3.31 in (122 x 122 x 8.4 cm)	381 lb (173 kg)
	DSL56048-05	60 x 48 x 3.31 in (152 x 122 x 8.4 cm)	441 lb (200 kg)
	DSL57248-05	72 x 48 x 3.31 in (186 x 122 x 8.4 cm)	521 lb (237 kg)
	DSL56060-05	60 x 60 x 3.31 in (152 x 152 x 8.4 cm)	549 lb (259 kg)
	DSL56060-10	60 x 60 x 4.06 in (152 x 152 x 10.3 cm)	679 lb (309 kg)
	DSL58460-10	84 x 60 x 4.06 in (213 x 152 x 10.3 cm)	897 lb (408 kg)

SPECIFICATIONS

GENERAL

Construction	Top quality, 304 stainless steel material. Welded support channels. All cables protected within the deck to eliminate potential damage to wiring. 2,000/5,000 lb capacity: 1/4" top plate. 10,000 lb capacity: 1/2" top plate.
Lifting Positions	48" or less – one lifting eye on each of the two short sides of the scale. Over 48" – two lifting eyes each on each of the two short sides of the scale.
Lifting Eye Size	0.50-13 UNC.
Weight Sensor	Four hermetically sealed, stainless steel Weigh Bars
Weigh Bar Output	5,000 lb, 10,000 lb: 1.35 mV/V
Overload Protection	150%
End Loading	The end load ratings vary by capacity: 150% at 5,000 lb, and 100% for the 10,000 lb.
Accuracy	Meets or exceeds NTEP Class III 5,000 division accuracy.
Operating Temperature	14" to 104°F (-10" to 40°C)
Interface Cable	25 ft. cable included.
Agencies	NTEP (CC# 90-132) Measurement Canada For Hazardous Area applications, contact the Avery-Weigh-Tronix Industrial Support group for assistance with Class I, II, III Div. 1 & 2 barrier options with safe area ZM Indicators.



Measurement
Canada Approved

Avery Weigh-Tronix

ZM 300 SERIES

Indicators to measure and control your daily operations.

Technical Specification



DESCRIPTION

Highly adaptable and available with a choice of display technologies and enclosures, these high performance, multi-function indicators give you the flexibility required to suit different applications.

Suitable for the office and high pressure and heavy washdown environments, the ZM300 series will analyze, store, display and transmit data across a range of applications.

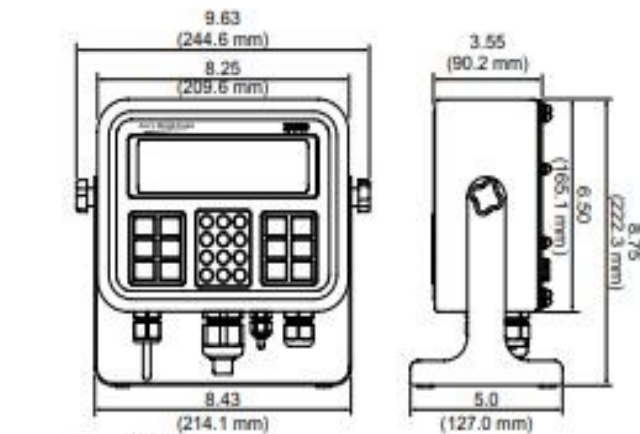
SPECIFICATIONS

GENERAL

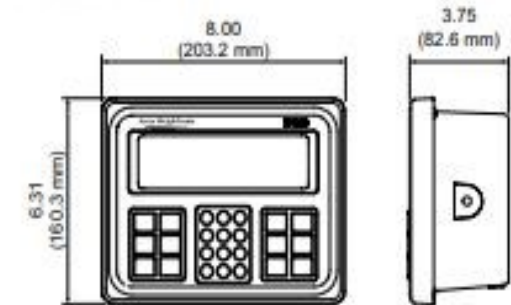
Operating Applications	General weighing, accumulation, check weighing, counting, peak measurement, batching and remote display
Unit of Measure	Six, configurable (Pounds, Kilograms, Ounce, Gram, Pound/Ounce, Custom)
Capacity Selections	0,999,999 with decimal located zero to five places
Incremental Selections	Multiples and sub-multiples of 1, 2, 5
Programmable Selections	Zero range, motion detection, automatic zero tracking, five point linearization
Time and Date	Battery backed up time/date/year (12 hr or 24 hour format)
Calibration	Two to five points stored
Analog to Digital Measurement Rate	80 Hz
Internal Resolution	53,687,100 counts per mV/V per second
Digital Filtering	Harmonizer filtering with adaptable constant and threshold
Self Diagnostics	Display, keys, inputs, outputs, serial port

PHYSICAL

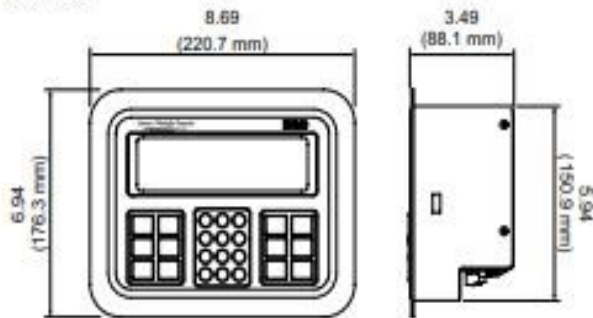
Enclosures	Stainless steel: 304 brushed stainless steel (IP69K certified) with GORE® Vent ventilation and tilt stand with provisions for desk, wall and column mounting Aluminum: Aluminum black powder painted IP20 with rubber feet. Panel mount: Stainless steel panel mount IP66
Operating Temperature	14° F to 104° F / -10° C to 40° C (Compliance with legal for trade requirements) -4° F to 140° F / -20° C to 60° C (Industrial) 10 to 90% humidity non condensing
Shipping Weight	Stainless steel: 8.09 lb (4.05 kg) Aluminum: 4.75 lb (2.37 kg) Panel mount: 6.53 lb (3.27 kg)
Dimensions (L X W X H)	Stainless steel: 9.6" x 5" x 8.8" (243 mm x 127 mm x 223 mm) Aluminum: 8" x 3.2" x 6.3" (203 mm x 81 mm x 160 mm) Panel mount: 8.7" x 3.4" x 6.9" (221 mm x 86 mm x 175 mm)



Stainless Steel **IP69K**



Aluminum



Panel Mount

ZM300 SERIES *Technical Specification*

INPUT/OUTPUT

Remote Inputs	Three logic level inputs for Zero, Print, Tare, Units or F1
Standard Outputs	Three set point outputs, open collector design
Serial Ports	Two serial ports: - Comm 1 RS232 full duplex - Comm 2 RS232 full duplex Or - Comm 1 RS232 full duplex with handshaking - Comm 2 Not available Programmable serial response to ASCII input SMA protocol, broadcast, enquire
USB Host	Printer, Connect USB flash memory
Ethernet	The Ethernet port can be configured to support five independent devices, it supports DHCP client/server and Ethernet sockets plus it supports all the serial protocols
Fieldbus	Ethernet IP and Modbus TCP
Optional	Analog output Current Loop/RS485/RS422 USB Device Internal Wireless 802.11b/g

ELECTRICAL

Power Requirements	Line voltage: 90-264 VAC (110-240 VAC nominal), frequency 50 or 60 Hz, 12 to 36 VDC Power consumption: estimated at 200 mA at 12 VDC for one weight sensor and 250 mA at 12 VDC for six weight sensors.
Excitation	5 VDC, short circuit protected Supports up to six 350 ohm weight sensors 4 or 6 conductors with sense leads Detachable plug connectors
Analog Signal Input Range	-1 mV/V to 5 mV/V
Analog Signal Sensitivity	0.1 μ V/V/divisions minimum 0.5 μ V/V/divisions recommended
Circuitry Protection	RFI, EMI and ESD protection

OPTIONS

PC Card (choose one)	Analog output card: 0-5 VDC, 0-10 VDC and 4-20 mA Current Loop Card: Current Loop and RS485/RS422 USB device card: Provides USB interface to PC Wireless internal card: 802.11b/g wireless data communications kit with antenna
External Battery Pack	Attachable external battery pack with on/off. Uses four D batteries providing 12 hours operation on a single weight sensor system and 11 hours on a four weight sensor system
ZM-OPTO	Provides setpoint interface
USB Watertight Gland	Rubberized and sealed with 6" lead
Ethernet Watertight Gland	Rubberized and sealed with 6" lead
Stand Kit	For aluminum enclosure models

APPROVALS

Patent	US Patent 672,262
Agencies	NTEP (US) Class II/III 10,000 d (CIP# 11-096) OIML (European and UK) Class II 6,000 d Measurement Canada (AM-5841C) Australia (NMI S570) MID R61 New Zealand (MCA 2100) CE UL/C-UL-US EC IP69K (case)





Michelli Measurement Group, Inc.
www.Michelli.com

Sales and Service Of: Industrial Scales • Weighing Systems • Laboratory Balances • Force Measurement • Torque & Bolting Tools
Calibration Laboratory Services Offered For: Scales, Balances, Force, Torque, Mass, Pressure, Temperature & Electronic Test Instruments

ISO 9001 Registered
 ISO/IEC 17025 Accredited

QUOTATION

Floor Scale - Avery Weigh Tronix	
Quote Number	Date
11736	11/23/2020
Payment Terms	Valid Until
TBD	12/23/2020
Prepared For	Quoted By
Yucaipa Valley Water District Attn: Ashley Gibson agibson@yvwd.us 909-795-2491x4	Nick Peters Michelli Measurement Group, Inc. 10751 Forest St. Santa Fe Springs, CA 90670 npeters@michelli.com (562) 320-9518

Qty.	Item / Part / Model#	Description	Unit Price	Amount
1	Q1603206791	Avery Weigh Tronix - Stainless Steel Floor Scale 72" x 72" - 10,000lb Capacity Hermetically Sealed Load Cells - Tread Plate Top 2 Year Factory Warranty	7,708.00	7,708.00
1	AWT05-505796	Model ZM303 Weight Indicator, Desktop, Stainless Steel Enclosure, IP69K, IBN Display,	977.50	977.50
Calibration and Connection of Indicator to scale completed at Factory and shipped to customer			375.00	375.00
Availability: 4-6 Weeks			Subtotal	9,060.50
Comments: Indicator Connected with Calibration Certificate from Factory			Tax	Added at Invoice
All major credit cards accepted, surcharge may apply.			Shipping	Added at Invoice
			Total	9,060.50



Quote

#10862
10/27/2020

Bill To
Yucapai Water District
880 W Countryline RD
Calimesa CA 92320
United States

Ship To
Yucapai Water District
880 W Countryline RD
Calimesa CA 92320
United States

Customer #	Terms	Sales Rep	Quote Expiration Date	Shipping Method
656379	COD	HOPKINS, SELENA	11/26/2020	

Quote Details

Scale for weighing sewage waste.

84in x 84in Mild steel Floor scale with T401S Battery operated indicator (Power cord with bare leads 9' -can be powered by 12vdc car type battery supplied by the customer) Quick disconnect for optional in office charging. Load cells in scale to be IP68 Hermetically sealed for water protection. Shipped direct to customer with Factory calibration.

Customer to provide pillar for indicator mounting (drawings available). Customer to drill holes when base arrives to bolt bump guard to concrete.

Solar Package: ***OG PV, 12V, 180mA, 24/7 continuous usage, pole mount, outdoor rated enclosure, prewired, 3 days autonomy. Calimesa, CA. Min 4.77 sun hrs @ 30 deg tilt. ***

Qty	Units	Description	Rate	Amount
1	Ea	84in x 84in 10,000 x 2 lb capacity precision floor scale with battery operated Indicator with quick disconnect. To include Mild Steel scale platform with IP68 load cells, model T401s Digital Indicator (DC), 9' power cord to conned to direct 12VDC Source, 4 sided bump guard, inbound freight and factory calibration.		\$7,860.00
1	Ea	Solar Package: ***OG PV, 12V, 180mA, 24/7 continuous usage, pole mount, outdoor rated enclosure, prewired, 3 days autonomy. Calimesa, CA. Min 4.77 sun hrs @ 30 deg tilt. ***		\$2,145.00

		Subtotal	\$10,005.00
CUSTOMER PURCHASE ORDER NO	_____	Tax (0%)	\$0.00
		Total	\$10,005.00

QUOTE ACCEPTED BY _____

UNLEASH THE POWER OF YOUR SCALE DATA CLICK HERE TO LEARN MORE	PO 8760 Phoenix AZ 85066
	602-243-3951
	shopkins@sawscale.com

Western Forage Systems
 8319 Clark Rd.
 Marsing, ID 83639

Quote

Date	Estimate #
10/19/2020	92

Name / Address
Yucaipa Valley Water District 12770 2nd St Yucaipa, Ca 92399

			Project
Description	Qty	Rate	Total
71/2 ft x 10 deck, 640XL indicator and stand, 50,000 lb capacity, storage boxes, 4 Weigh Tronix weigh bars. 12 Volt power pack, solar charging system		11,000.00	11,000.00
Shipping from Marsing ID, to Yucaipa CA		1,000.00	1,000.00
Quote good till 11/19/2020			
50% deposit due on order		Total	\$12,000.00
Balance due prior to shipping			



Date: December 22, 2020

From: Jennifer Ares, Water Resource Manager
Matthew Porras, Implementation Manager

Subject: Award of a Construction Contract for the Demolition of Structures Located at 12086 Second Street, 12816 Second Street, 12834 Second Street, and a Storage Structure on Second Street, Yucaipa

Recommendation That the Board: (1) adopt Resolution No. 2020-62 approving the Notice of Exemption for the project; and (2) award a construction contract with Earthworks Engineering for a sum not to exceed \$92,375; (3) adopt Resolution No. 2020-63 transferring funds from Water Infrastructure Reserves to fund the construction contract.

The Yucaipa Valley Water District recently acquired properties located at 12806 2nd Street, 12816 2nd Street, and 12834 2nd Street, Yucaipa. The Board authorized the release of the Request for Proposals [Director Memorandum 20-168] at a regular Board meeting on November 10, 2020 for the demolition of the aforementioned structures as well as a storage facility also located on 2nd Street, Yucaipa.



The storage facility located on 2nd Street that will be demolished is pictured below.



The results from the Request for Proposals (RFP) have been summarized in the table below for your review and consideration.

Demolition of Structures - Bid Results

GM Excavating Inc.	\$338,410
Sky Construction Services Inc.	\$254,206
Three Peaks Corp.	\$183,789
Global Engineering & Construction	\$183,025
JMG Inc.	\$168,032
Earthworks Engineering	\$92,375

The proposals have been reviewed by District staff and the staff recommends that the Board:

- Adopt Resolution No. 2020-62 approving the Notice of Exemption;
- Award a construction contract to Earthworks Engineering for a sum not to exceed \$92,375; and
- Adopt Resolution No. 2020-63 transferring funds from Water Infrastructure Reserves to fund the construction contract and.

RESOLUTION NO. 2020-62

RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT APPROVING THE NOTICE OF EXEMPTION FOR THE DEMOLITION OF ONE STORAGE STRUCTURE AND THREE RESIDENTIAL STRUCTURES LOCATED AT 12806 SECOND STREET, 12816 SECOND STREET, AND 12834 SECOND STREET, YUCAIPA

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

WHEREAS, the District is responsible for the maintenance of water and wastewater facilities within the District's service area; and

WHEREAS, the District has acquired properties adjacent to existing Yucaipa Valley Water District facilities. The acquired residential properties and one Yucaipa Valley Water District storage unit will be demolished.

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

1. The Board of Directors hereby finds that approval of the Project is not subject to environmental review under the California Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and the State CEQA Guidelines, California. Article 5, 15062 Notice of Exemption.
2. The demolition of the residential buildings and storage unit complies with Article 19, Categorical Exemption, 15301(l) 1 & 4: Demolition and removal of small structures.
3. The Board of Directors hereby directs District staff to file a Notice of Exemption for the project within five working days of approval of the demolition of storage unit and residential structures located at 12806, 12816 and 12834 2nd Street.
4. The Board of Directors hereby approves the demolition of the residential and storage structures and directs the General Manager to file the Notice of Exemption with the County of San Bernardino and the Office of Planning and Research.

PASSED, APPROVED and ADOPTED this 22nd day of December 2020.

YUCAIPA VALLEY WATER DISTRICT

Chris Mann, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager

Notice of Exemption

<p>TO: Office of Planning and Research P.O. Box 3044, Room 113 Sacramento, CA 95812-3044</p> <p>San Bernardino County Clerk San Bernardino County 385 North Arrowhead Avenue, Second Floor San Bernardino, Ca 92415-0130</p>	<p>FROM: Yucaipa Valley Water District 12770 Second Street Yucaipa, CA 92399</p>
---	---

Project Title: Demolition of Structures

Project Applicant: Yucaipa Valley Water District

Project Location – Specific:

The project is located at 12806, 12816, and 12834 2nd Street, Yucaipa, CA 92399

Project Location – City: Yucaipa

Project Location – County: San Bernardino

Description of Nature, Purpose, and Beneficiaries of Project:

The project will consist of the demolition of residential structures located at 12806 2nd Street (APN 0319-121-38); 12816 2nd Street (APN 0319-121-39); 12834 2nd Street (APN 0319-121-63) and a steel storage facility with a concrete substructure (APN 0309-441-05). Demolition is defined as the demolition and removal of the buildings and the removal of the basement and concrete foundation. Materials will be reused, salvaged, or otherwise remain on water district property. Demolished material shall become the Contractor's property and shall be removed from the site.

Name of Public Agency approving project:

Yucaipa Valley Water District

Name of Person or Agency Carrying Out Project:

Matt Porras

Exempt status: **(check one)**

(a) Ministerial project.

(b) Not a project.

(c) Emergency Project.

(d) Categorical Exemption.

15301 (I.) 1 & 4: Demolition and removal of small structures.

State type and class number:

(e) Declared Emergency.

(f) Statutory Exemption.

State Code section number:

(g) Other. Explanation:

Reason why project was exempt:

The project is exempt from CEQA because it qualifies under the CEQA guidelines, 15301 Existing Structures (I) 1. Three single-family residences and 4. Accessory structure.

Lead Agency Contact Person: Matt Porras

Telephone: 909-790-3300

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:

Date:

Title:

Signed by Lead Agency

Signed by Applicant

Date Received for filing at OPR: _____

RESOLUTION NO. 2020-63

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT
TRANSFERRING FUNDS WITHIN THE WATER FUND AS
TRANSFER NO. 14 FOR FISCAL YEAR 2020**

WHEREAS, the Yucaipa Valley Water District recognizes the importance of funding projects and programs within the District with funds set aside for this purpose, and

WHEREAS, the Board of Directors has authorized the construction contract for the Demolition of Structures on 2nd Street Project for a sum not to exceed \$92,375.00 [Director Memorandum No. 20-183].

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

Section 1: Fund Transfer No. 14 in the amount of \$92,375 from the Water Fund Infrastructure Reserves (02-000-10311) to fund the construction contract awarded for the Demolition of Structures on 2nd Street, Yucaipa.

PASSED, APPROVED and ADOPTED this 22nd day of December 2020

YUCAIPA VALLEY WATER DISTRICT

Chris Mann, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



Date: December 22, 2020

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of Development Agreement No. 2020-05 with ACAA Limited Partnerships for the Yucaipa Gateway Plaza Project, Yucaipa

Recommendation: That the Board authorize the Board President to execute Development Agreement No. 2020-05.

On January 16, 2018, the Board of Directors approved Development Agreement No. 2018-01 for the construction of a gas station at the corner of Oak Glen Road and 14th Street. The property owner is now prepared to move forward with the final phases of the Yucaipa Gateway Plaza Project that will include a fast food restaurant (Parcel 2), a hotel (parcel 3), and a retention pond / open space area.

The District will be providing sewer service to the project and Western Heights Mutual Water Company will be providing water service.



AGREEMENT TO PROVIDE SEWER SERVICE TO THE YUCAIPA GATEWAY PLAZA PROJECT, YUCAIPA, CALIFORNIA

This Agreement is made and effective this 22nd day of December 2020, by and between the Yucaipa Valley Water District, a public agency ("District") and ACAA Limited Partnership ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Elements Project	Task
113	89726

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

District	Developer
Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Email: jzoba@yvwd.us Telephone: (909) 797-5119 x2	ACAA Limited Partnerships 422 Weir Road, <i>Front Office</i> San Bernardino, California 92408 Attention: Ed Haddad Email: <u>crossroadpetroleum@gmail.com</u> Telephone: <i>909-754-4101</i>

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

Tract Number and Lot Numbers	City / County
Assessor Parcel Numbers: 0301-182-11; 0301-182-12; 0301-183-18; 0301-183-19; 0301-183-20; and 0301-183-21.	Yucaipa / San Bernardino

RECITALS

WHEREAS, on January 16, 2018, the Board of Directors of the Yucaipa Valley Water District approved Development Agreement No. 2018-01 to provide sewer service to the AM/PM Gas Station located on Parcel 1 of the Yucaipa Gateway Project; and

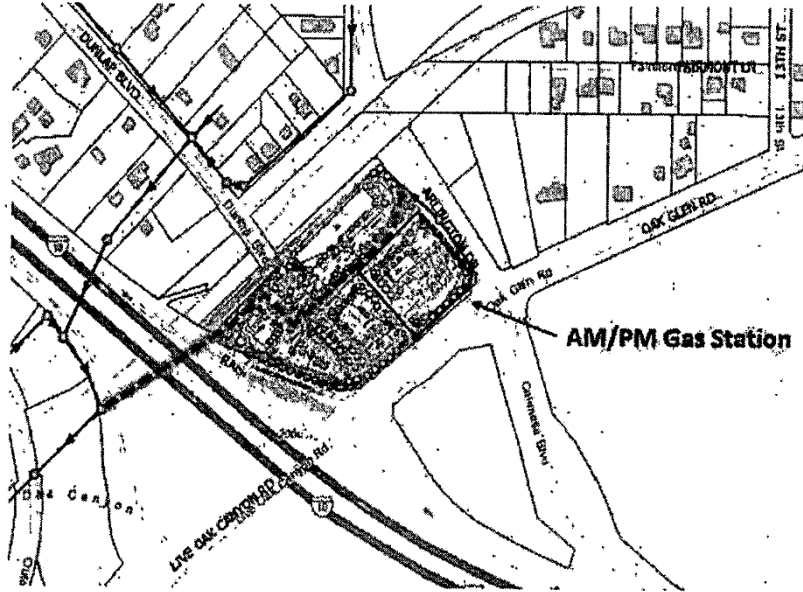
WHEREAS, the Developer installed a sewage holding tank and pumped the sewage generated from the AM/PM Gas Station located on Parcel 1 pursuant to Development Agreement No. 2018-01; and

WHEREAS, the Developer now desires to develop its Property situated within the service area of the District as shown on Exhibit A attached hereto; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit B-1, and to jointly construct a sewer mainline

that extends from the south side of Interstate 10 to the public right-of-way in 14th Street as shown on Exhibit B-2 attached hereto; and

WHEREAS, the Developer agrees to enter into this Agreement to address the installation, construction, and operation of sewer infrastructure necessary to provide sewer service to Parcel 1, Parcel 2, Parcel 3, and Parcel 4 of the Yucaipa Gateway Plaza Project; and



WHEREAS, the Developer desires to obtain sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit C attached hereto; and

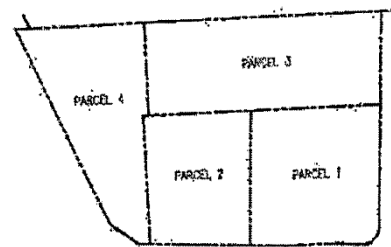
WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide service to the Project.

AGREEMENT

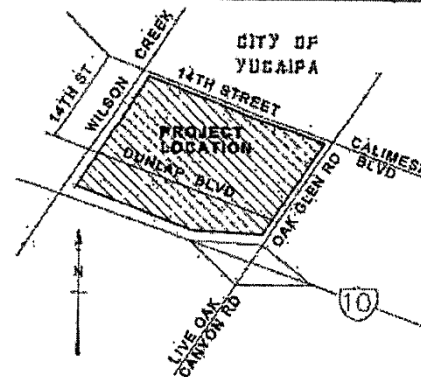
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Developer and the District agree as follows:

- A. **Project Overview.** The Proposed development, the Yucaipa Gateway Plaza, consists of four parcels to be developed as a commercial center with the following businesses: an existing gas station (Parcel 1) approved as Agreement 2018-01; a fast food restaurant (Parcel 2); a ninety two (92) room hotel (Parcel 3), and open space / retention pond (Parcel 4), collectively referred to as the "Parcels", "Property", or "Project". This Project is located on the northwest corner of Interstate 10 Freeway and Oak Glen Road, Yucaipa, California, on a portion of lots 61, 62, 66, 73 & 74 of Tract 2187 as Assessor Parcel Numbers 0301-182-11 & 12 and 0301-083-18, 19, 20 & 21.

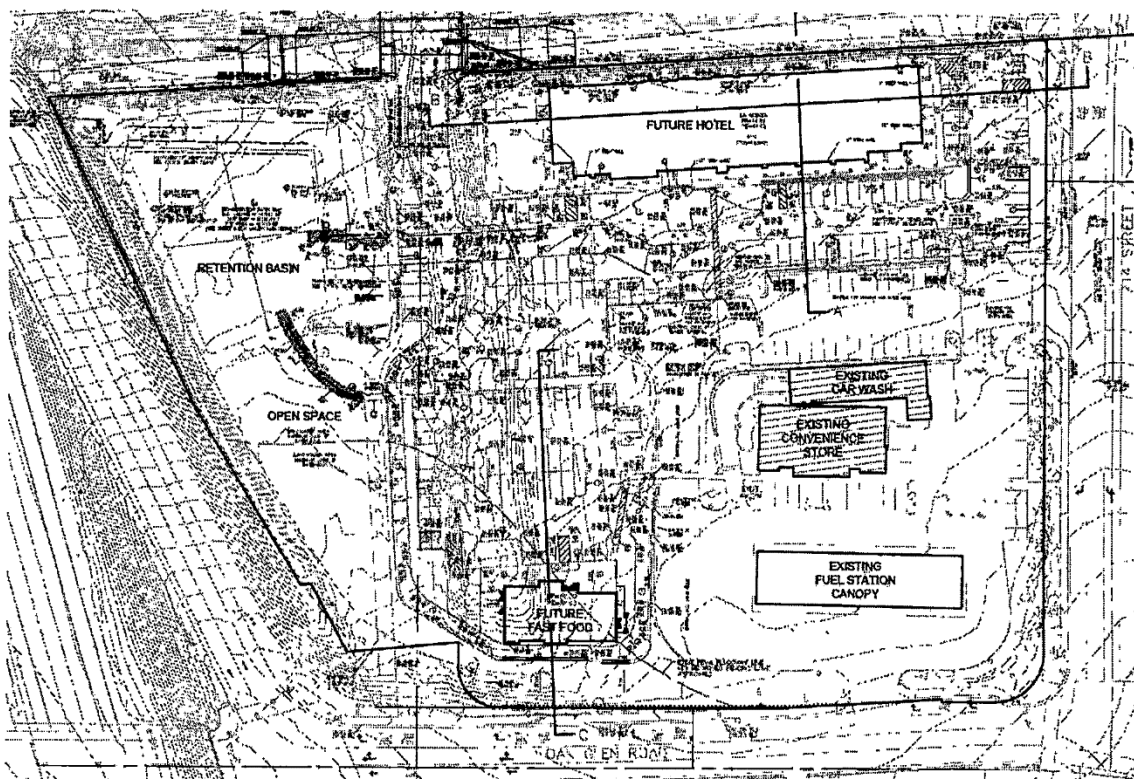
PARCEL KEY MAP



VICINITY MAP



Yucaipa Valley Water District
Development Agreement No. 2020-05
Page 3 of 27

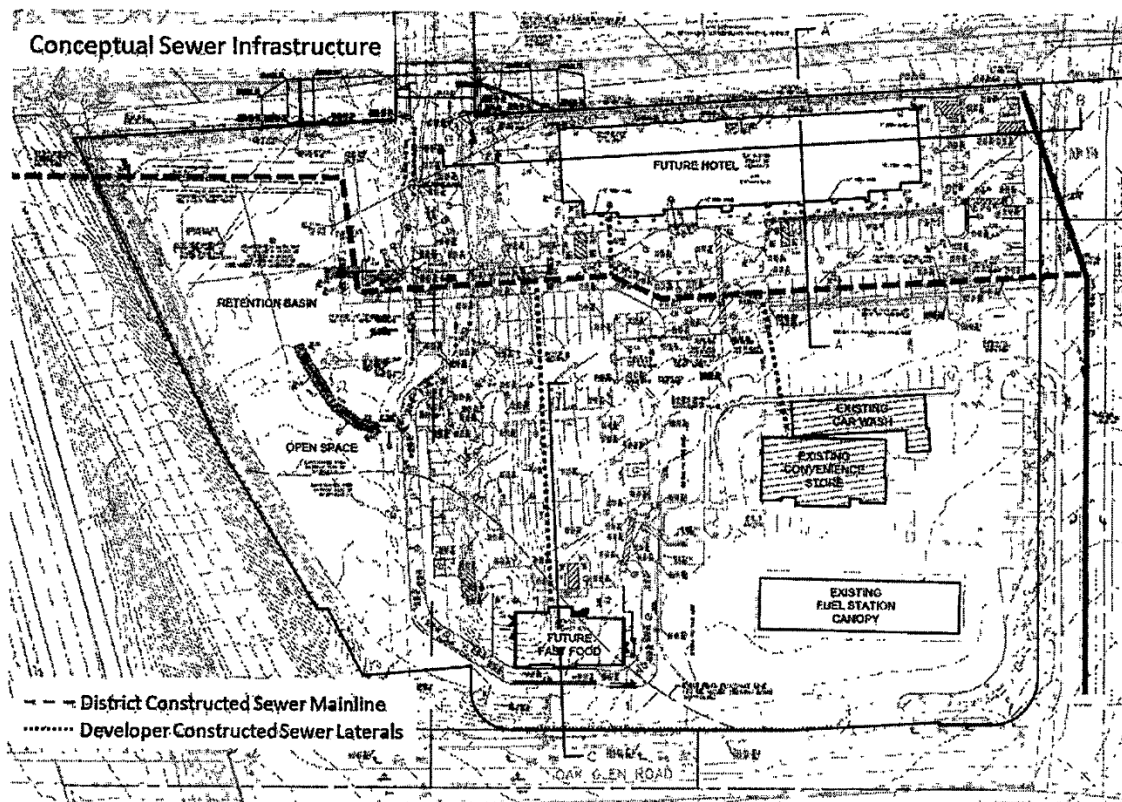


- B. Limitations and Restrictions.** This Development Agreement No. 2020-05 will require the construction, inspection, and acceptance by the District of the entire sewer mainline to the existing sewer mainline located in 14th Street prior to the issuance a certificate of occupancy by the City of Yucaipa for any structure(s) on Parcel 2, Parcel 3, or Parcel 4. The District will plug the sewer mainline downstream of the Project in order to protect downstream facilities until the entire sewer mainline is accepted and approved by the District. There will be times when plugs will be inserted into the sewer mainline on the Project to eliminate foreign material and construction debris from entering the sewer system as the individual Parcels are constructed.
- C. Special Conditions.** The following conditions are be required by the District prior to activating sewer service for the Project, or sewer service to individual parcels.
- 1. Project Specific Drinking Water Conditions:** The Project will be served drinking water from Western Heights Mutual Water Company. The Developer will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Parcel/Project.
 - 2. Project Specific Recycled Water Conditions:** The Project will not be served recycled water. The Developer will provide onsite water plans, specifications, and construction drawings to Yucaipa Valley Water District in anticipation that recycled water may be provided to the Property in the future.

Yucaipa Valley Water District
Development Agreement No. 2020-05
Page 4 of 27

3. **Project Specific Stormwater Conditions.** The City of Yucaipa and/or the County of San Bernardino will retain responsibilities and authority for stormwater issues related to the Project. The Developer will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of onsite stormwater collection facilities and retention basins. In some cases, special construction will be required to protect District Facilities from interference with the infrastructure and/or operations of the stormwater facilities.
4. **Project Specific Sewer Conditions.** The Developer shall design and construct onsite sewer infrastructure and related appurtenances pursuant to the District approved plans and construction drawings to serve the Parcels within the Project.
 - a. The Yucaipa Valley Water District will not provide sewer service to the Project until all downstream and onsite sewer infrastructure is completed and accepted by the District.
 - b. The Parties are in the process of finalizing the planning and design of an onsite sewer mainline to provide sewer service to the Project. Upon receiving a fully executed and recorded sewer mainline easement and construction easement from the Developer (see Exhibits D-1 and D-2), the District will complete the sewer construction drawings, complete the environmental review (if needed), obtain off-site property dedications, apply for permits from Caltrans, and complete other related activities required prior to soliciting bids for the construction of the sewer mainline. Over the past several years, the District and the Developer have coordinated the location of the onsite sewer mainline to avoid existing and future structures on the Property and to avoid the construction of the sewer mainline under the proposed stormwater capture basins. In exchange for a construction easement (see Exhibit D-1) and a permanent easement on the Property for maintenance, replacement, and repair (see Exhibit D-2), the District will pay for the design and construction of the 15" sewer mainline from the existing sewer facilities south of Interstate 10 to the existing sewer mainline located in 14th Street. The Developer will be solely responsible for the payment of all Facility Capacity Charges for Parcel 1, Parcel 2, Parcel 3, and Parcel 4 prior to receiving sewer service from the District.

Yucaipa Valley Water District
Development Agreement No. 2020-05
Page 5 of 27



- c. Developer shall pay all facility capacity charges, rates, fees, and other charges prior to receiving sewer service for the existing AM/PM gas station located on Parcel 1. Facility Capacity Charges for the structures on Parcel 2, Parcel 3, and Parcel 4 are required to be paid to the District prior to the issuance of building permits by the City of Yucaipa.
5. Rates, Fees and Charges. The most current rates, fees and charges shall be payable pursuant to the Resolution/Ordinance in effect at the time connection to the sewer system is completed and service is provided.
6. Project Related Invoices. The Developer agrees to deposit funds with the District, as required herein, within 10 business days following the District's approval of this Agreement. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance in the Project Cash Account.
7. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities shall be conveyed by the Developer to the District, and the District shall operate and maintain the Facilities and shall provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.

8. **Easements, Dedications, and Recorded Documentation:** Easements, dedications, and recorded documentation will be provided to the District in a timely manner as required to complete the Facilities, or as specifically required herein.
9. **Annexation.** This project is located within the service area of the District, so an annexation is not required.
10. **Annual Review of Construction Drawings.** The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
11. **Amendment.** This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties shall meet and confer and negotiate in good faith, and execute a written amendment or supplement to this Agreement.
12. **Assignment.** This Agreement shall not be assigned, whether in whole or in part.
13. **Term and Termination of Agreement.** Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or to fail to improve the Property in a manner consistent with the proposed development plan; and/or
 - b. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

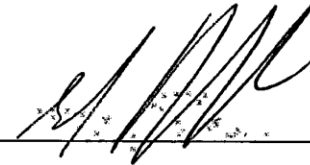
Yucaipa Valley Water District
Development Agreement No. 2020-05
Page 7 of 27

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

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Chris Mann, Board President

DEVELOPER

Dated: Dec 7 - 2020 By: 

Print Name: _____ Ed Haddad

Print Title: _____ Member

Reference	Description
Exhibit A	Project Location and District Boundary
Exhibit B	Proposed Development Concept
Exhibit C	Proposed Sewer Mainline Improvements by the District
Exhibit D-1	Temporary Sewer Easement - Construction
Exhibit D-2	Sewer Easement
Exhibit E	General Construction Conditions

Exhibit A - Project Location and District Boundary

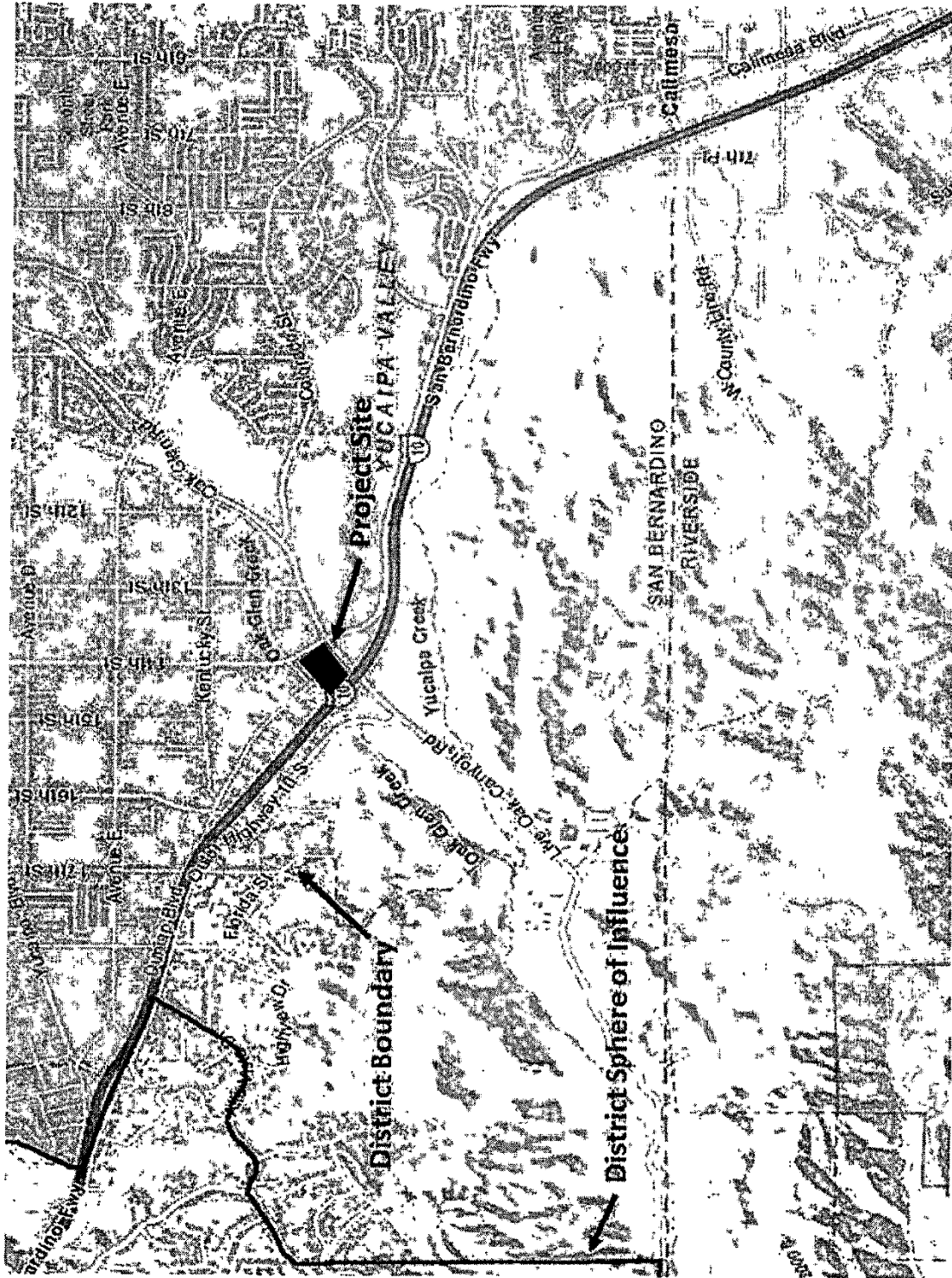


Exhibit B - Proposed Development Concept

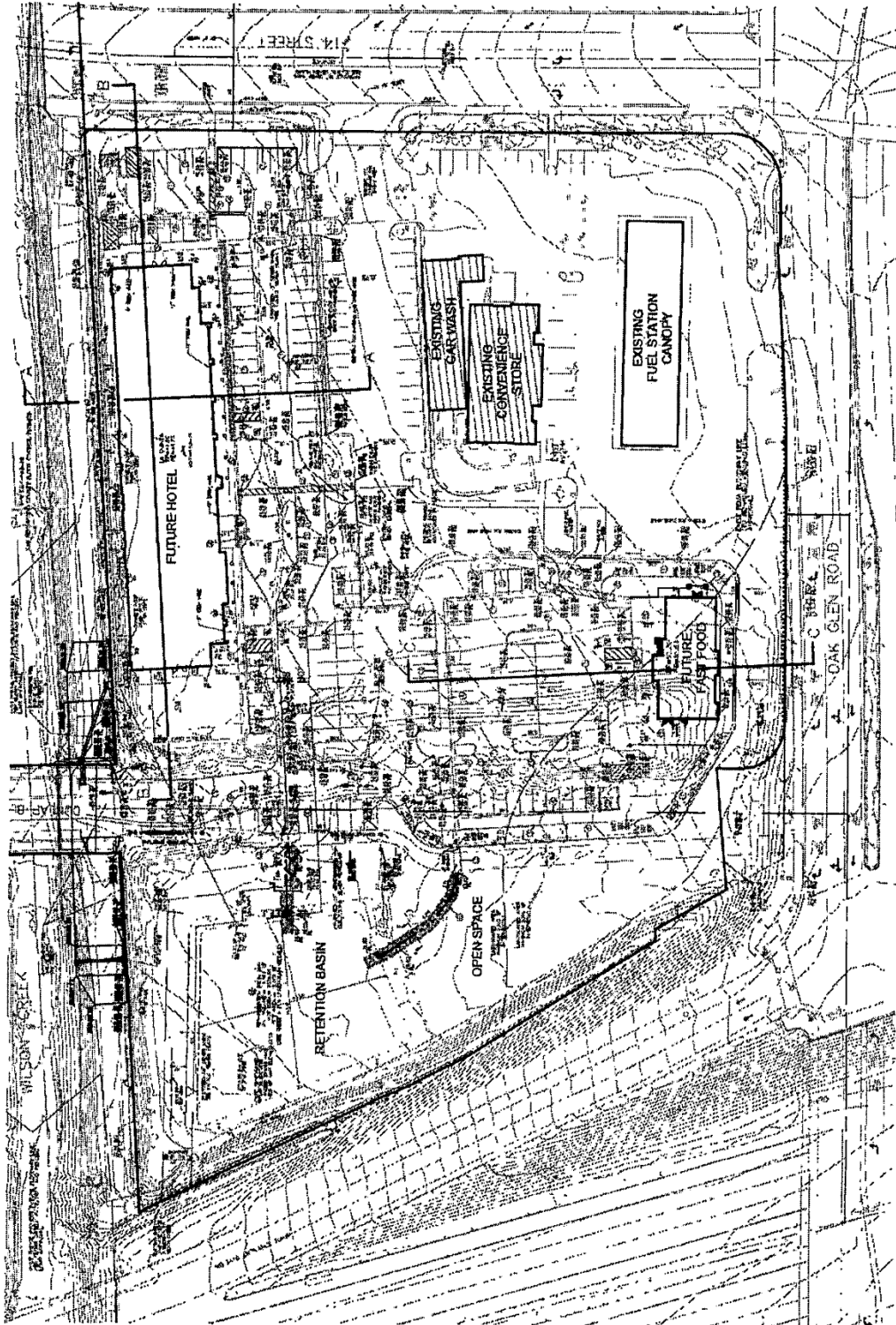
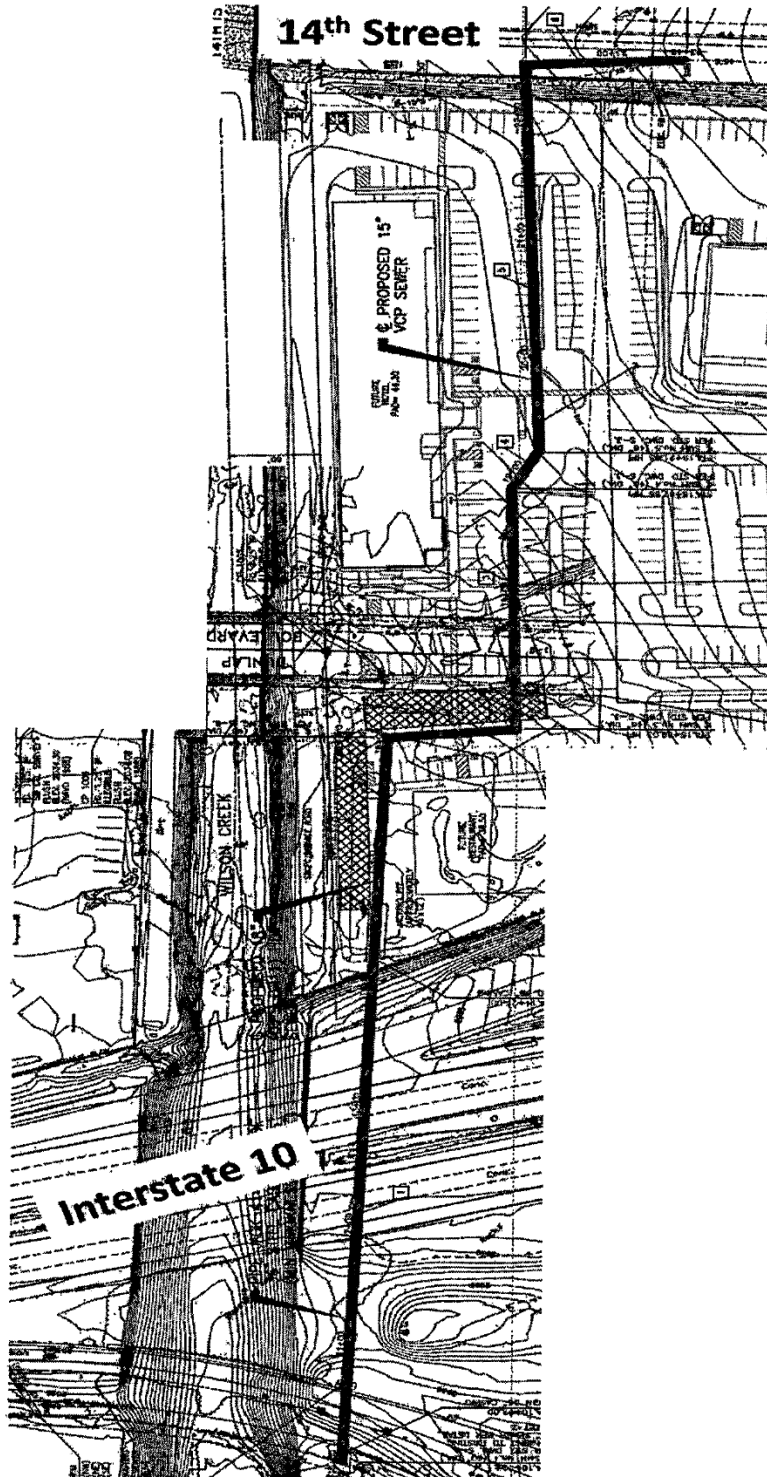


Exhibit C - Proposed Sewer Mainline Improvements by the District



Yucaipa Valley Water District
Development Agreement No. 2020-05
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Exhibit D-1 - Temporary Sewer Easement - Construction

Recording Requested by:
YUCAIPA VALLEY WATER DISTRICT

When Recorded Mail to:
YUCAIPA VALLEY WATER DISTRICT
12770 2ND STREET
YUCAIPA, CA 92399

Exempt from recording fee pursuant to Government Code Section 6103

YUCAIPA VALLEY WATER DISTRICT
GRANT OF TEMPORARY EASEMENT

APN: 0301-182-12
APN: 0301-183-21
APN: 0301-183-20
APN: 0301-183-19
APN: 0301-183-18

ACAA Limited Partnership
29848 Live Oak Canyon Road
Redlands, CA 92373

ACAA Limited Partnership, owners of record of the herein described parcel of land, hereinafter called GRANTOR, hereby grant and convey to YUCAIPA VALLEY WATER DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, a temporary easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, and repair sewer pipelines, conduits, and appurtenances within that certain parcel of property in the City of Yucaipa, County of San Bernardino, State of California, described as follows:

SEE ATTACHED EXHIBITS "A" THROUGH "E"

Together with the right of ingress and egress, across, along, over, through and within APN 0301-182-12, APN 0301-183-21, APN 0301-183-20, APN 0301-183-19, and APN 0301-183-18 (including all successor parcels) to access the above referenced easement.

GRANTEE covenants to maintain the easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, his heirs, successors, and assigns, from its use. GRANTEE reserves the right to clear brush, plants, shrubs, trees, trash, and other obstructions from the easement and right-of-way. GRANTOR, his heirs, successors, and assigns, covenants that he/she/it will not erect, place, or allow to be erected, placed, or maintained, within the boundaries of said easement and right-of-way, any structure (excluding plant and parking stalls), nor plant any trees, without first securing permission of the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, or its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the easement and right-of-way. The term of this temporary easement and right-of-way shall end eighteen months from the date of this instrument.

Any use hereinabove permitted to be made of the surface of said land by GRANTEE, its heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective use of any of the rights herein granted.

The terms and conditions of this easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and his heirs, successors, and assigns of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed on this, the _____ day of _____, 20____.

Signed: _____
ED HADDAD

LIMITED PARTNER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California:
County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

SEAL
LEGAL §818-83-GOE-Gateway Plaza (12/3/2019)

Signature of Notary

Yucaipa Valley Water District
Development Agreement No. 2020-05
Page 12 of 27



EXHIBIT "A"

APNs: 0301-182-12 &
0301-183-21

LEGAL DESCRIPTION

All that portion of Blocks 61, 74, and 75 of Subdivision No. 6, Part of the Dunlap Ranch Tract No. 2187, per Map Recorded in Book 31 of Maps at Page 71 thereof, Records of San Bernardino County, California, in the City of Yucaipa, County of San Bernardino, State of California, lying within Protracted Section 3, Township 2 South, Range 2 West, San Bernardino Meridian, being more particularly described as follows:

COMMENCING at the intersection of Oak Glen Road (formerly Colorado Street) and 14th Street as shown on Record of Survey 03-207, filed as Document No. 2004-0888810 in Book 122 at Pages 38 through 40, inclusive thereof, Official Records of San Bernardino County, California, thence North 37°10'16" West, a distance of 393.50 feet more or less to the intersection with a line parallel with and 202.00 feet southeasterly of the centerline of the San Bernardino County Flood Control District (SBCFCD) Wilson Creek Channel (60.00 foot half-width) per Grant Deed recorded January 14, 1960 in Book 5031, Page 260, Official Records of San Bernardino County, California;

Thence along said parallel line South 49°20'18" West, a distance of 50.09 feet to the southwesterly right-of-way line of 14th Street Extension (50.00 foot half-width) per Grant of Road Baseament recorded November 17, 1964 in Book 5273 at Page 343, Official Records of San Bernardino County, California, to the **TRUE POINT OF BEGINNING** of the centerline of a 50 foot wide strip of land, being 25 feet on each side as measured at right angles;

Thence continuing along said parallel line South 49°20'18" West, a distance of 291.50 feet;

Thence South 79°20'18" West, a distance of 34.00 feet;

Thence South 49°20'18" West, a distance of 198.50 feet along a line parallel with and 185.00 feet southeasterly of the centerline of the SBCFCD Wilson Creek Channel (60.00 foot half-width) per Grant Deed recorded March 2, 1962 in Book 5655, Page 70, Official Records of San Bernardino County California;

Thence North 44°09'42" West, a distance of 85.00 feet to a point, said point being the end of said 50 foot wide strip of land and the beginning of a 75 foot wide strip of land, being 25 feet northwesterly and 50 feet southeasterly as measured at right angles of said centerline;

Yucaipa Valley Water District
Development Agreement No. 2020-05
Page 13 of 27



EXHIBIT "A"

**APNs: 0301-182-12 &
0301-183-21**

**LEGAL DESCRIPTION
(Continued)**

Thence South 53°29'30" West, a distance of 244.00 feet more or less to the **POINT OF TERMINATION** at the northeasterly right-of-way of Highway 99 as conveyed to the State of California by deed recorded November 26, 1940 in Book 1443, Page 382, Official Records of San Bernardino County, California, distant thereon South 53°30'32" East, 84.60 feet from the intersection of the centerline of said SBCFCD Wilson Creek Channel with the northeasterly right-of-way of said Highway 99.

The sidelines of said strip of land shall be lengthened or shortened so as to commence or terminate on right-of-way lines.

Excepting therefrom any portion lying within 14th Street Extension as shown on said Record of Survey 03-207, any portion lying within Dunlap Boulevard (formerly Ocean to Ocean Highway), and any portion lying within the right-of-way conveyed to the State of California for Highway purposes, unless and until such a time as those rights-of-ways are vacated by their respective owners.

See Exhibit "B" attached hereto and by this reference made a part hereof.



This description was prepared by me
or under my direction:

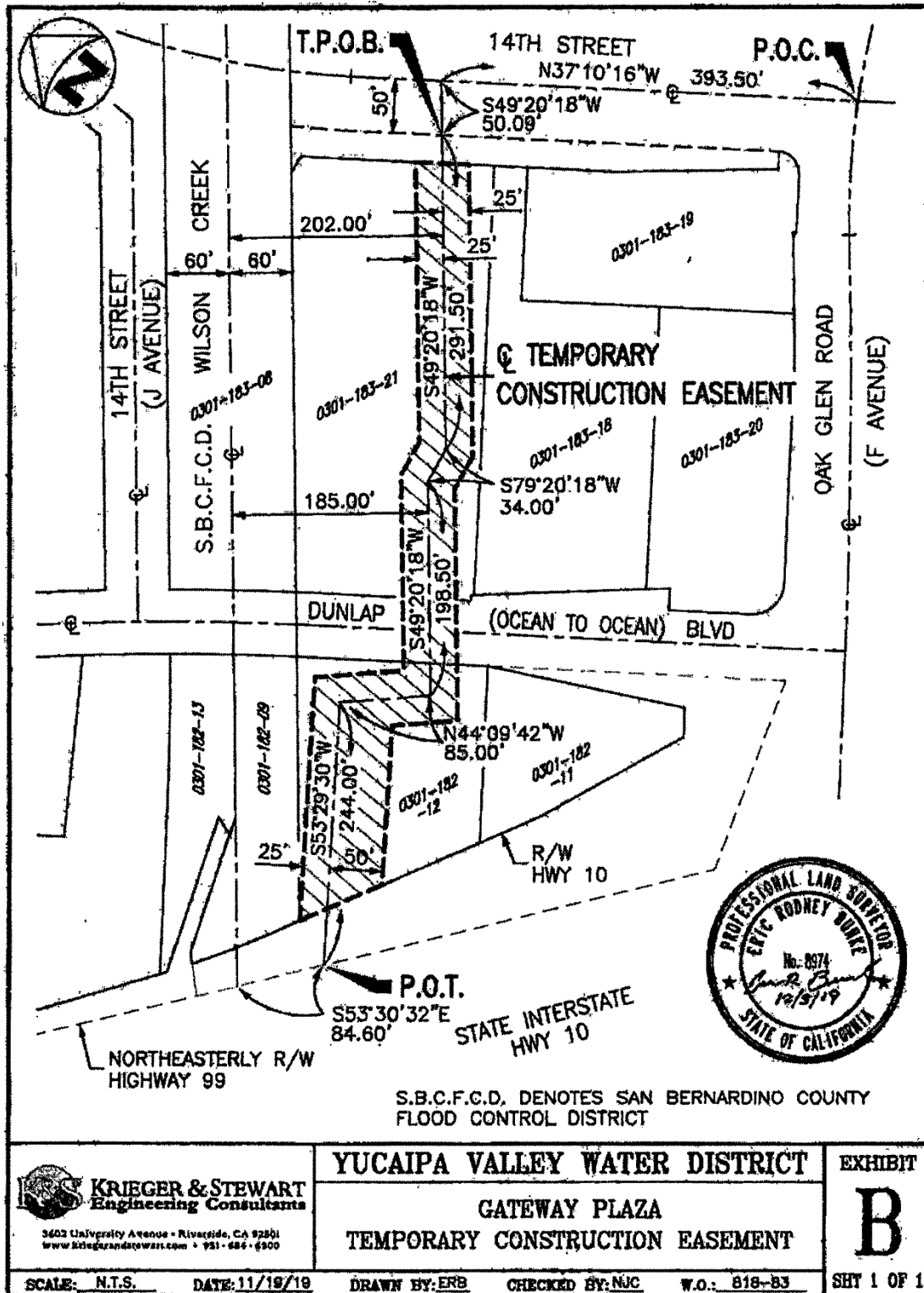
Eric R. Bunke
Eric R. Bunke, P.L.S. 8974

Date: DECEMBER 3, 2019

Expiration Date: 09/30/2020

ERB/lge
LEGAL/818-83-E
(1/19/2019)

Yucaipa Valley Water District
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Exhibit D-2 - Sewer Easement

Recording Requested by:
YUCAIPA VALLEY WATER DISTRICT

When Recorded/Mail to:
YUCAIPA VALLEY WATER DISTRICT
12710 2ND STREET
YUCAIPA, CA 92399

Exempt from recording fee pursuant to Government Code Section 6103

**YUCAIPA VALLEY WATER DISTRICT
GRANT OF EASEMENT**

APN: 0301-182-12
APN: 0301-183-21
APN: 0301-183-20
APN: 0301-183-19
APN: 0301-183-18

ACAA Limited Partnership
29848 Live Oak Canyon Road
Redlands, CA 92373

ACAA Limited Partnership, owners of record of the herein described parcel of land, hereinafter called GRANTOR, hereby grant and convey to YUCAIPA VALLEY WATER DISTRICT, its heirs, successors, and assigns, hereinafter called GRANTEE, an easement and right-of-way to construct, reconstruct, alter, replace, use, operate, inspect, and repair sewer pipelines, conduits, and appurtenances within the certain real parcels in the City of Yucaipa, County of San Bernardino, State of California, described as follows:

SEE ATTACHED EXHIBITS "A"

Together with the right of ingress and egress, across, along, over, through and within APN 0301-182-12, APN 0301-183-21, APN 0301-183-20, APN 0301-183-19, and APN 0301-183-18 (including all successor parcels) to access the above referenced easement.

GRANTEE covenants to maintain the easement and right-of-way in good repair so that no unreasonable damage will result to the adjacent land of the GRANTOR, his heirs, successors, and assigns, from its use. GRANTEE reserves the right to clear brush, plants, shrubs, trees, trash, and other obstructions from the easement and right-of-way. GRANTOR, his heirs, successors, and assigns, covenants that he/she/it shall not erect, place, or maintain, or allow to be erected, placed, or maintained, within the boundaries of said easement and right-of-way, any structure (excluding planter and parking stalls), nor plant any trees, without first securing permission of the GRANTEE. GRANTOR agrees that GRANTEE, its heirs, successors, and assigns, or its agents or employees, may trim or remove any plants, shrubs, or trees that encroach on the easement and right-of-way.

Any use hereinabove permitted to be made of the space of said land by GRANTOR, his heirs, successors, and assigns, shall be exercised so as not to impair, endanger, or interfere with the present or prospective use of any of the right-of-way hereunder.

The terms and conditions of this easement and right-of-way shall bind and inure to the benefit of the heirs, successors, executors, administrators, and assigns of GRANTOR and the heirs, successors, executors, administrators, and assigns of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed on this _____ day of _____, 20__.

Signed: _____
ED HADDAD

LIMITED PARTNER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal

SEAL
LEGALS/816-83-302-Gateway Plaza (12/3/2019)

Signature of Notary

Yucaipa Valley Water District
Development Agreement No. 2020-05
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EXHIBIT "A"

APNs: 0301-182-12 &
0301-183-21

LEGAL DESCRIPTION

All that portion of Blocks 61, 74, and 75 of Subdivision No. 6, Part of the Dunlap Ranch Tract No. 2187, per Map Recorded in Book 31 of Maps at Page 71 thereof, Records of San Bernardino County, California, in the City of Yucaipa, County of San Bernardino, State of California, lying within Protracted Section 3, Township 2 South, Range 2 West, San Bernardino Meridian being more particularly described as follows:

COMMENCING at the intersection of Oak Glen Road (formerly Colorado Street) and 14th Street as shown on Record of Survey 03-207, filed as Document No. 2004-0888810 in Book 122 at Pages 38 through 40, inclusive thereof, Official Records of San Bernardino County, California, thence North 37°10'16" West, a distance of 393.50 feet more or less to the intersection with a line parallel with and 202.00 feet southeasterly of the centerline of the San Bernardino County Flood Control District (SBCFCD) Wilson Creek Channel (60.00 foot half-width) per Grant Deed recorded January 14, 1960 in Book 5031, Page 260, Official Records of San Bernardino County, California;

Thence along said parallel line South 49°20'18" West, a distance of 50.09 feet to the southwesterly right-of-way line of 14th Street Extension (50.00 foot half-width) per Grant of Road Easement recorded November 17, 1964 in Book 6273 at Page 343, Official Records of San Bernardino County, California, to the **TRUE POINT OF BEGINNING** of the centerline of a 20 foot wide strip of land, being 10 feet on each side as measured at right angles;

Thence continuing along said parallel line South 49°20'18" West, a distance of 291.50 feet;

Thence South 79°20'18" West, a distance of 34.00 feet;

Thence South 49°20'18" West, a distance of 198.50 feet along a line parallel with and 185.00 feet southeasterly of the centerline of the SBCFCD Wilson Creek Channel (60.00 foot half-width) per Grant Deed recorded March 2, 1962 in Book 5655, Page 70, Official Records of San Bernardino County California;

Thence North 44°09'42" West, a distance of 85.00 feet;

Thence South 53°29'30" West, a distance of 244.00 feet more or less to the **POINT OF TERMINATION** at the northeasterly right-of-way of Highway 99 as conveyed to the State of California by deed recorded November 26, 1940 in Book 1443, Page 382, Official Records of San Bernardino County, California, distant thereon South 53°30'32" East, 84.60 feet from the intersection of the centerline of said SBCFCD Wilson Creek Channel with the northeasterly right-of-way of said Highway 99.

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EXHIBIT "A"

**APNs: 0301-182-12 &
0301-183-21**

**LEGAL DESCRIPTION
(Continued)**

The sidelines of said 20.00 foot wide strip of land shall be lengthened or shortened so as to commence or terminate on right-of-way lines.

Excepting therefrom any portion lying within 14th Street Extension as shown on said Record of Survey 03-207, any portion lying within Dunlap Boulevard (formerly Ocean to Ocean Highway), and any portion lying within the right-of-way conveyed to the State of California for Highway purposes, unless and until such a time as those rights-of-ways are vacated by their respective owners.

See Exhibit "B" attached hereto and by this reference made a part hereof.

This description was prepared by me
or under my direction:



Eric R. Bunke
Eric R. Bunke, P.L.S. 8974

Date: DECEMBER 9, 2019

Expiration Date: 09/30/2020

ERB/lge
LEGAL/818-83-D
(11/15/2019)

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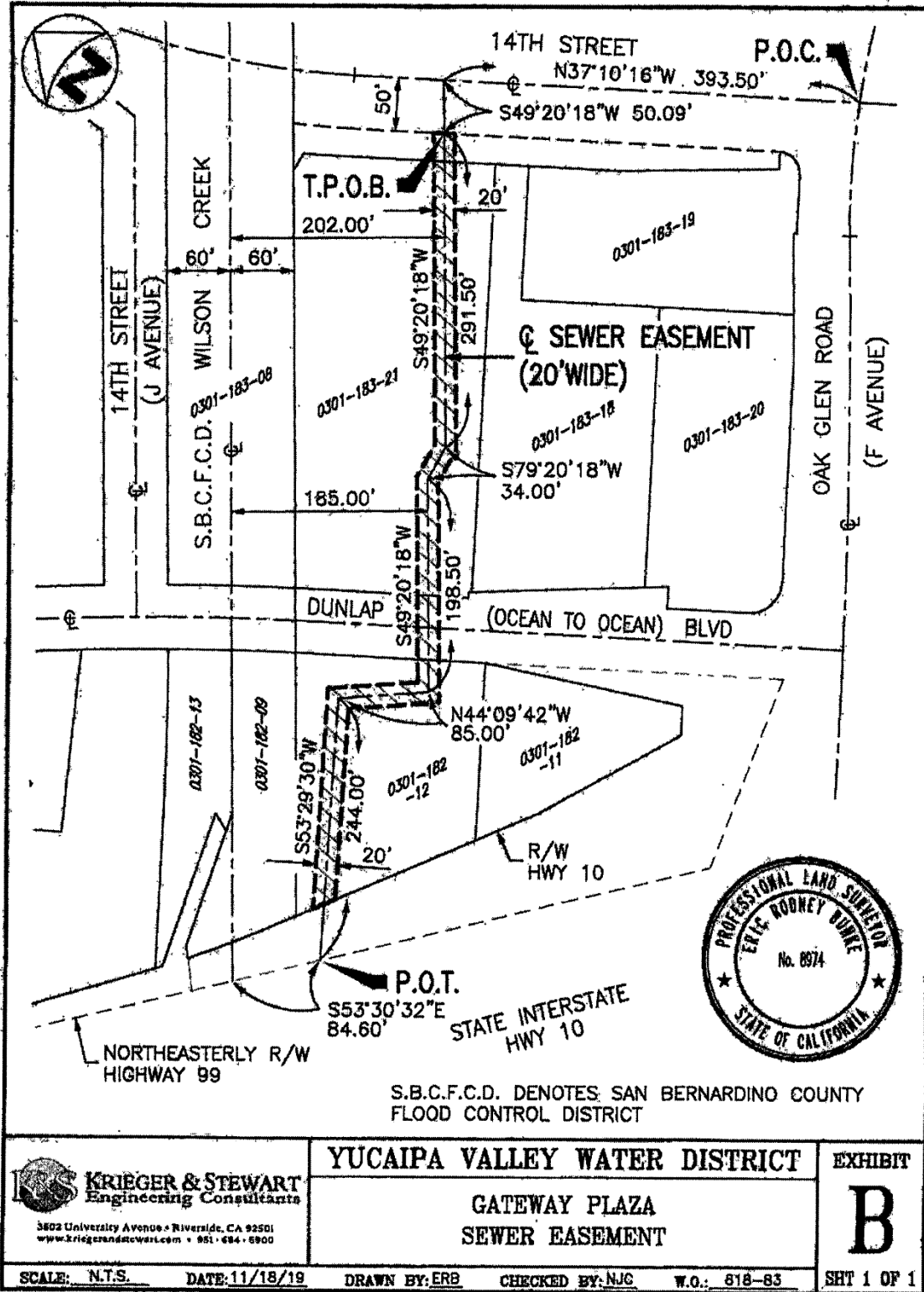


Exhibit E - General Construction Conditions

DESIGN AND CONSTRUCTION

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

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

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

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

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

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

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

FEES AND CREDITS

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

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

PERMITS AND DOCUMENTATION

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

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

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

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

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

INSURANCE AND INDEMNIFICATION

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

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

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

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

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

MISCELLANEOUS PROVISIONS

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

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

END OF SECTION

Board Reports and Comments



Yucaipa Valley Water District



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

Number of Employees: 5 elected board members
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

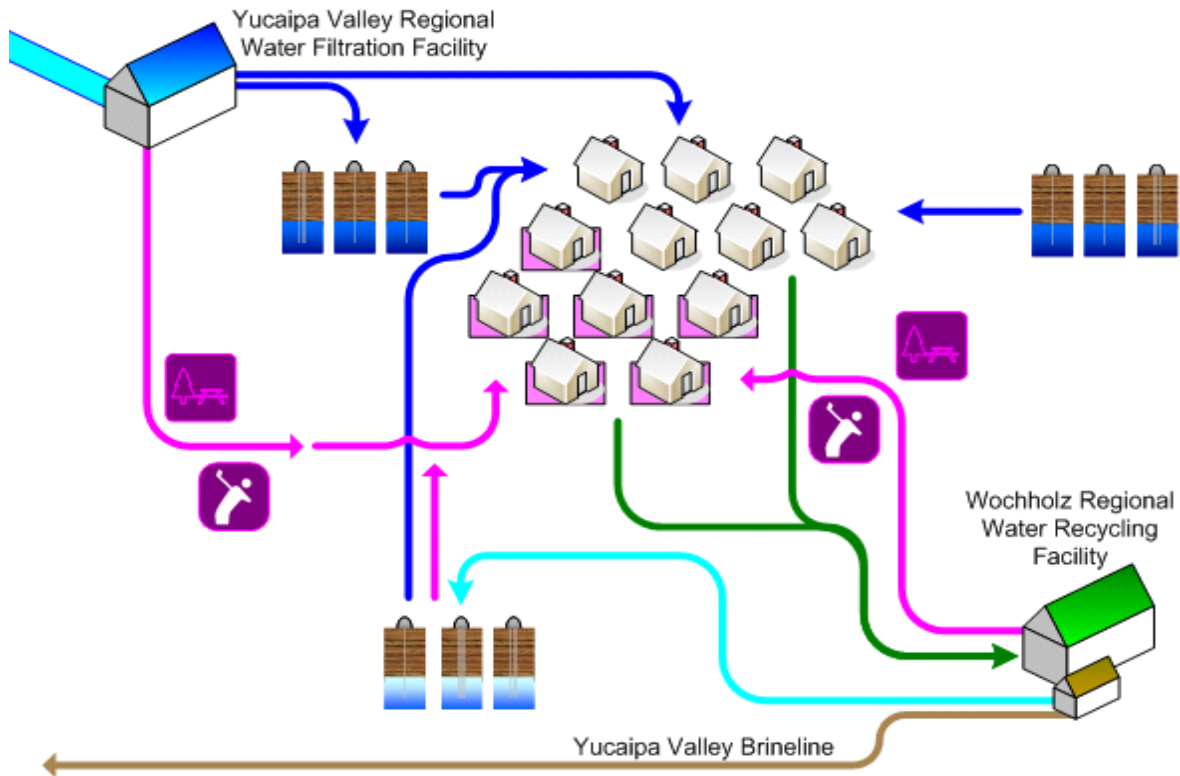
Water System: 223 miles of drinking water pipelines
2,033 fire hydrants
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
2.958 billion gallon annual drinking water demand
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa 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	\$1.429 per each 1,000 gallons
16,000 gallons to 60,000 gallons	\$1.919 per each 1,000 gallons
61,000 gallons to 100,000 gallons	\$2.099 per each 1,000 gallons
101,000 gallons or more	\$2.429 per each 1,000 gallons

- Recycled Water Commodity Charge:

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

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

- Sewer Collection and Treatment Charge:

Typical Residential Charge	\$42.43 per month
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State Water Contractors: San Bernardino Valley Municipal Water District
San Gorgonio Pass Water Agency



	San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency
Service Area Size	353 square miles	222 square miles
Table "A" Water Entitlement	102,600 acre feet	17,300 acre feet
Imported Water Rate	\$125.80 / acre foot	\$399 / acre foot
Tax Rates for FY 2019-20	\$0.1425 per \$100	\$0.1775 per \$100
Number of Board Members	Five (5)	Seven (7)
Operating Budget FY 2019-20	\$58,372,000	\$9,551,000

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

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





GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Reservoir - A water storage facility where water is stored to be used at a later time for peak demands or emergencies such as fire suppression. Drinking water and recycled water systems will typically use concrete or

steel reservoirs. The State Water Project system considers lakes, such as Shasta Lake and Folsom Lake to be water storage reservoirs.

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

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

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

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

Sludge - Untreated solid material created by the treatment of wastewater.

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

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

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

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

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

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

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

Trickling filter - A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in wastewater as it trickles over them.

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

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

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

Wastewater - Any water that enters the sanitary sewer.

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

Water Cycle - The continuous movement water from the earth's surface to the atmosphere and back again.

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

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

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

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

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

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

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

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





COMMONLY USED ABBREVIATIONS

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