



# Yucaipa Valley Water District

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

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## **Notice and Agenda of a Meeting of the Board of Directors**

**Tuesday, March 9, 2021 at 4:00 p.m.**

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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  
Meeting ID: 676-950-731#**

**Participate in the meeting online 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](mailto: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.

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- 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](http://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 - March 2, 2021

**V. STAFF REPORT**

**VI. DISCUSSION ITEMS**

- A. Consideration of a Development Agreement for Water and Sewer Service to Parcel Map No. 17428 located at 11578 Bryant Street, Yucaipa (Assessor Parcel Number 0303-191-17) [[Director Memorandum No. 21-041 - Page 16 of 171](#)]  
RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2021-02.
- B. Consideration of a Development Agreement for Sewer Service to Parcel Map No. 20233 located at 13562 3<sup>rd</sup> Street, Yucaipa (Assessor Parcel Number 0319-242-28) [[Director Memorandum No. 21-042 - Page 34 of 171](#)]  
RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2021-03.
- C. Consideration of Development Agreement No. 2021-05 for the Woodside Homes Development of Tract No. 20130 on Oak Glen Road between Bryant Street and 2<sup>nd</sup> Street, Yucaipa [[Director Memorandum No. 21-043 - Page 50 of 171](#)]  
RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2021-05.
- D. Request to Purchase ISCO Portable Water / Wastewater Samplers [[Director Memorandum No. 21-044 - Page 66 of 171](#)]  
RECOMMENDED ACTION: That the Board: (1) approve the purchase of eight ISCO samplers from MCR Technologies for a sum not to exceed \$36,496; and (2) adopt Resolution No. 2021-15.
- E. Preparation of Environmental Documents Associated with the Offsite Sewer Forcemain and Mainline Extension from the Oak Valley Project to the Wochholz Regional Water Recycling Facility [[Director Memorandum No. 21-045 - Page 72 of 171](#)]  
RECOMMENDED ACTION: That the Board authorize the General Manager to execute Task Order No. 8 with ECORP for a sum not to exceed \$71,540.
- F. Consideration of Resolution 2021-17 Supporting the Application for the WaterSMART: Small-Scale Water Efficiency Projects Grant from the Bureau of Reclamation [[Director Memorandum No. 21-046 - Page 86 of 171](#)]  
RECOMMENDED ACTION: That the Board adopt Resolution No. 2021-17.
- G. Discussion Regarding the Schedule for Future Board Meetings [[Director Memorandum No. 21-047 - Page 89 of 171](#)]  
RECOMMENDED ACTION: That the Board approve the meeting schedule as presented.
- H. Adoption of the Yucaipa Valley Water District Hazard Mitigation Plan Update [[Director Memorandum No. 21-048 - Page 93 of 171](#)]  
RECOMMENDED ACTION: That the Board adopts Resolution No. 2021-16 Adopting the 2021 Hazard Mitigation Plan.

**VII. BOARD REPORTS & DIRECTOR COMMENTS**

**VIII. ANNOUNCEMENTS**

- A. March 16, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- B. March 23, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- C. March 30, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- D. April 6, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- E. April 13, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- F. April 20, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- G. April 27, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- H. May 4, 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.

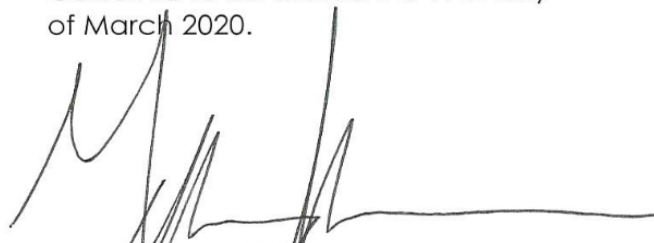
All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

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.



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GAVIN NEWSOM  
Governor of California

# Consent Calendar



Yucaipa Valley Water District

# MINUTES OF A BOARD MEETING - TELECONFERENCE

March 2, 2021 at 4:00 pm

**Directors Present:**

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

**Staff Present:**

Wade Allsup, Information Systems Specialist  
Jennifer Ares, Water Resource Manager  
Tysa Baeumel, Administrative Clerk IV  
Madeline Blua, Water Resource Specialist  
Jeremy Costello, Public Works Supervisor  
Allison Edmisten, Chief Financial Officer  
Chelsie Fogus, Administrative Assistant I  
Ashley Gibson, Regulatory Compliance Manager  
Dustin Hochreiter, Senior Engineering Technician  
Ryan Janisch, Public Works Supervisor  
Mike Kostelecky, Operations Manager  
Steve Molina, Public Works Supervisor  
Matt Porras, Implementation Manager  
Mike Rivera, Public Works Supervisor  
Charles Thomas, Operations Manager  
John Wrobel, Operations Manager  
Joseph Zoba, General Manager

**Directors Absent:**

None

**Consulting Staff Present:**

David Wysocki, Legal Counsel

**Registered Guests and Others Present:**

Bruce Granlund  
Logan Largent, Ortega Strategies Group  
Cindy Mccuistion, Customer  
Rudy Provoost, DR Horton  
Larry Smith, San Gorgonio Pass Water Agency

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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.

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**CALL TO ORDER**

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



ROLL CALL

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

PUBLIC COMMENTS

None.

CONSENT CALENDAR

Director Dennis Miller moved to approve the consent calendar and Director Jay Bogh seconded the motion.

A. Minutes of Meetings

1. Board Meeting - February 23, 2021

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 - Yes

STAFF REPORT

None

DISCUSSION ITEMS:

DM 21-034

STATUS UPDATE -  
REPLACEMENT  
DRINKING WATER  
PIPELINE IN  
WILDWOOD CANYON  
ROAD, YUCAIPA

Senior Engineering Technician Dustin Hochreiter discussed the current status of the newly installed drinking water pipeline in Wildwood Canyon Road. As the project nears completion, the District staff will be presenting a Notice of Completion at a future board meeting.

DM 21-035

REQUEST FOR AN  
AMENDMENT TO THE  
EXISTING  
DEVELOPMENT  
AGREEMENT NO. 2018-  
05 FOR PARCEL MAP  
19822 FOR PARCEL  
NO. 4

General Manager Joseph Zoba discussed an amendment to Development Agreement No. 2018-05 for Parcel Map No. 19822, Parcel 4. The potential buyers of Parcel 4 have requested approval to drill an irrigation well on the property instead of installing a recycled water meter for future irrigation use on the parcel.

There was a consensus by the Board of Directors and direction provided to District staff to prepare a separate development agreement for Parcel 4 that (1) allows for the installation of an irrigation well, (2) removes the requirement for a recycled water

meter, and (3) reaffirms the District's position to not relinquish water rights to the parcel.

The development agreement will be presented at a future board meeting for further discussion and consideration by the Board of Directors.

DM 21-036

REQUEST FOR AN AMENDMENT TO DEVELOPMENT AGREEMENT NO. 2018-08 FOR PORTIONS OF TRACT NO. 26925 (80 LOTS), TRACT NO. 30386 (34 LOTS), AND TRACT NO. 30386-1 (7 LOTS) IN CALIMESA

General Manager Joseph Zoba discussed an inconsistency with the existing Development Agreement No. 2018-08 regarding the payment of supplemental water fees for Riverside County.

Rudy Provoost from DR Horton provided background information regarding the delays to the installation of the water pipeline in Singleton Canyon Road.

There was a consensus by the Board of Directors and direction provided to District staff to prepare an amendment to Development Agreement No. 2018-08 regarding the obligations associated with the construction of the Singleton Road Pipeline.

The amendment to the development agreement will be presented at a future board meeting for further discussion and consideration by the Board of Directors.

DM 21-037

AUTHORIZATION TO ISSUE A REQUEST FOR PROPOSALS FOR FINANCIAL ADVISORY SERVICES

General Manager Joseph Zoba presented the Request for Proposals for a financial advisor to assist with the refinancing of existing sewer enterprise debt and to review the possibility of issuance new debt for future capital improvement programs.

Director Dennis Miller moved that the Board direct the General Manager to release a Request for Proposals for Financial Advisory Services to refinance existing sewer related debt and secure funding sewer and recycled water Capital Improvement Projects.

Director Joyce McIntire 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 - Yes

DM 21-038

ADOPTION OF  
RESOLUTION NO. 2021-  
12 DECLARING THE  
OFFICIAL INTENT TO  
REIMBURSE PROJECT  
EXPENDITURES WITH  
BOND PROCEEDS AND  
RELATED ACTIONS

General Manager Joseph Zoba provided an overview of the need to adopt Resolution No. 2021-12 and allow for the reimbursement of expenditures incurred by the District prior to the issuance of bonds for various capital improvement projects.

Director Joyce McIntire moved that the Board adopt Resolution No. 2021-12.

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 - Yes

DM 21-039

TRANSFER FROM  
RESERVE FUNDS FOR  
SPECIALIZED LEGAL  
AND CONSULTING  
SERVICES RELATED  
TO VARIOUS WATER,  
SEWER, AND  
RECYCLED WATER  
PROJECTS

General Manager Joseph Zoba discussed the use of reserve funds to routinely pay for non-operational special projects and consultant fees.

Director Lonni Granlund moved that the Board adopt Resolution No. 2021-13.

Director Jay Bogh 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 - Yes

DM 21-040

TRANSFER FROM  
DRINKING WATER  
RESERVE FUNDS FOR  
THE INSTALLATION OF  
A SECONDARY BULK  
STORAGE CHEMICAL  
TANK AT THE YUCAIPA  
VALLEY REGIONAL  
WATER FILTRATION  
FACILITY

General Manager Joseph Zoba discussed Transfer No. 16 within the water fund for the additional chemical storage tanks to be installed at the Yucaipa Valley Regional Water Filtration Facility.

Director Dennis Miller moved that the Board adopt Resolution No. 2021-14.

Director Jay Bogh 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 - Yes

BOARD REPORTS AND  
DIRECTOR COMMENTS

Director Joyce McIntire reported on the Yucaipa Sustainable Groundwater Management Agency meeting held on February 24, 2021.

Director Joyce McIntire and Director Lonni Granlund reported on the Riverside County Water Task Force webinar held on February 26, 2021.

Director Joyce McIntire reported on the San Gorgonio Pass Water Agency board meeting held on March 1, 2021.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 5:05 p.m.

Respectfully submitted,

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Joseph B. Zoba, Secretary

(Seal)

# Staff Report



Yucaipa Valley Water District



# Discussion Items





**Date:** March 9, 2021

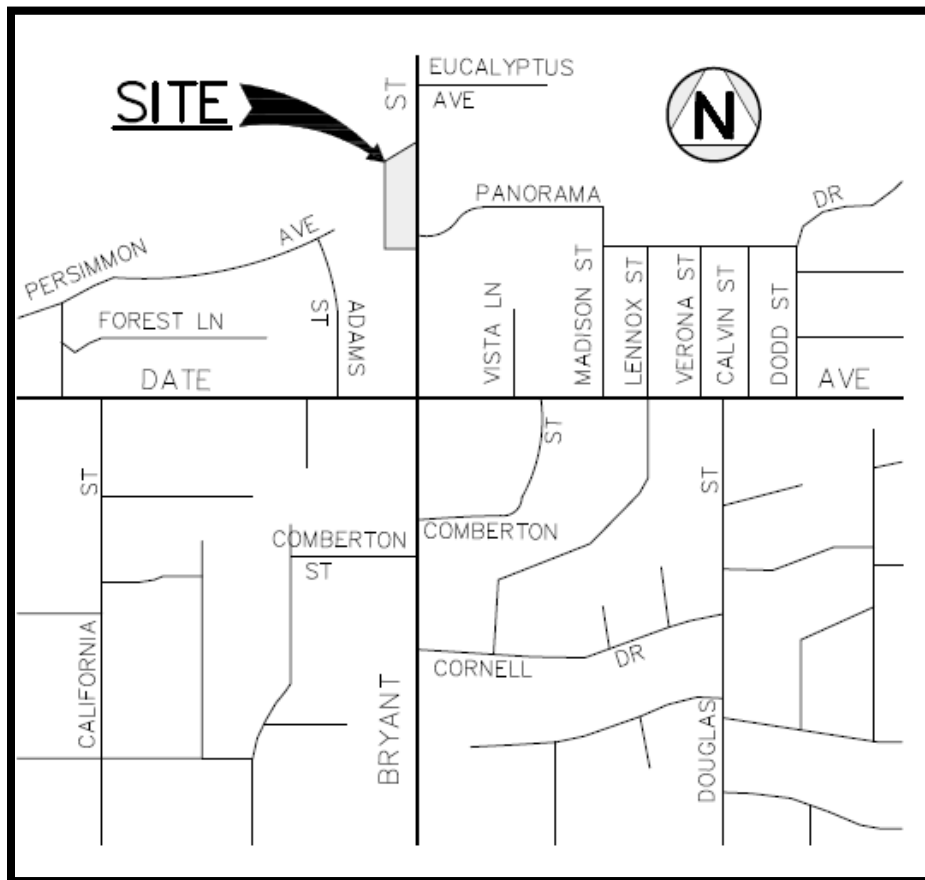
**Prepared By:** Chelsie Fogus, Administrative Assistant I

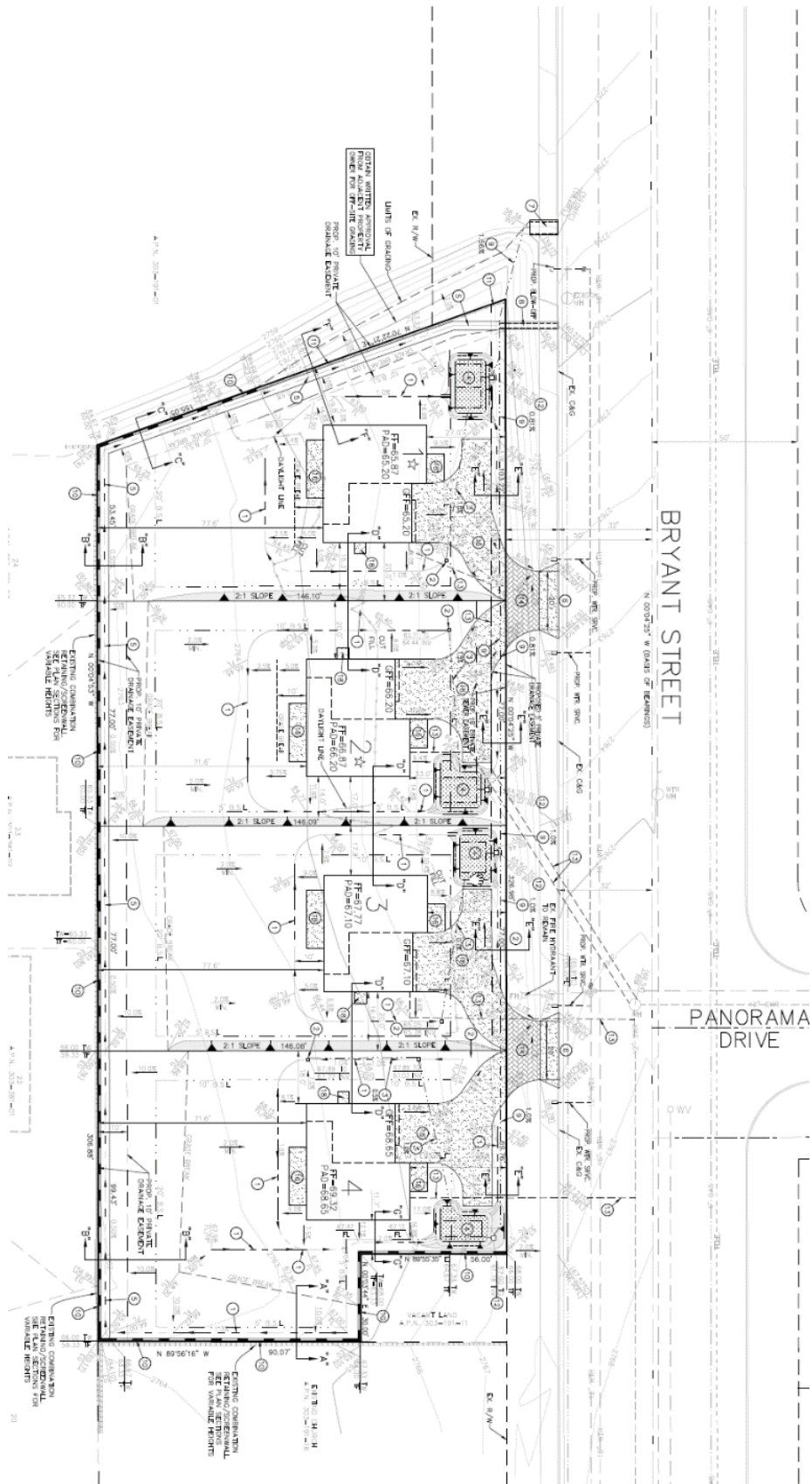
**Subject:** Consideration of a Development Agreement for Water and Sewer Service to Parcel Map No. 17428 located at 11578 Bryant Street, Yucaipa (Assessor Parcel Number 0303-191-17)

**Recommendation:** That the Board authorize the Board President to execute Development Agreement No. 2021-02.

The District staff is in the process of finalizing a development agreement for water and sewer service to Parcel Map No. 17428. This is a four lot subdivision located at 11578 Bryant Street, north of Date Avenue, across from Panorama Drive, in the City of Yucaipa.

Yucaipa Valley Water District will provide water and sewer service. Recycled water is not available at this location.





**AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER AND SEWER SERVICE TO PARCEL MAP NUMBER 17428 (4 LOTS) IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 9th day of March 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and Consulting & Investment Group, LLC ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Task No.(s)
P-68	89373

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 Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2 Email: jzoba@yvwd.us	Consulting & Investment Group, LLC 1019 Occidental Circle Redlands, California 92374 Attention: Alex Fajardo Telephone: (909) 714-5003 Email: alexfajardo@elsol.org

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

Assessor Parcel Numbers	City / County
0303 191 17	Yucaipa / San Bernardino

**RECITALS**

WHEREAS, the Developer desires to develop its Property situated within the service area of the District consisting of a development with a total of 4 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit A attached hereto; and

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

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

## 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 of the Parcel Map Number 17428 consists of 4 single family residences on approximately 1.06 acres. The project (APN 0303-191-17) is located on the west side of Bryant Street, north of Date Avenue in the City of Yucaipa, San Bernardino County, (the "Property"). The proposed development of the Property will not include phased construction. The project will receive drinking water, and sewer service from the Yucaipa Valley Water District.

The Yucaipa Valley Water District has been involved in the review process for this project and has established the following development related project files: P-68, Task Number 89373.

- B. Special Conditions.** In addition to the General Construction Conditions attached hereto as Exhibit B, the following conditions, being contained herein, are hereby required by the District for the Developer to receive service for the Project.

1. Project Specific Drinking Water Conditions: The Project will be served drinking water from Yucaipa Valley Water District. The project will be required to extend the existing 12-inch Asphalt Concrete mainline within the Districts 15.0 Pressure Zone with Ductile Iron Pipe to meet current District Standards to serve the newly created parcels. This will be determined during the plan check process. The Developer shall provide approved drinking water plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Project
2. Project Specific Recycled Water Conditions: The Project will not receive recycled water from Yucaipa Valley Water District.
3. Project Specific Sewer Conditions: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
  - a. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed, pressure tested, and accepted by the District.
  - b. Developer shall pay all applicable rates, fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.



4. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.
5. Project Specific Conditions. The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
  - a. The District will not provide drinking water, or sewer service to the Project until the necessary infrastructure is completed and accepted by the District to provide service to each lot.
  - b. Project phases will be coordinated and approved in writing by the District staff.
  - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems prior to receiving occupancy.
  - d. Facilities located in easements shall be protected pursuant to District requirements.
6. Rates, Fees and Charges.
  - a. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.
7. Project Related Invoices. Pursuant to Exhibit B - Design and Construction Requirements, Section O, Developer acknowledges and hereby agrees that an initial deposit of \$5,000 and the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance of \$2,000 in the Project Cash Account.
8. Ownership, Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
9. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project.

10. Annexation. This Project is located within the service area of the District, so an annexation is not required.
11. 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.
12. 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 will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
13. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
14. 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 (6<sup>th</sup>) 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 Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
  - 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.

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, President

DEVELOPER

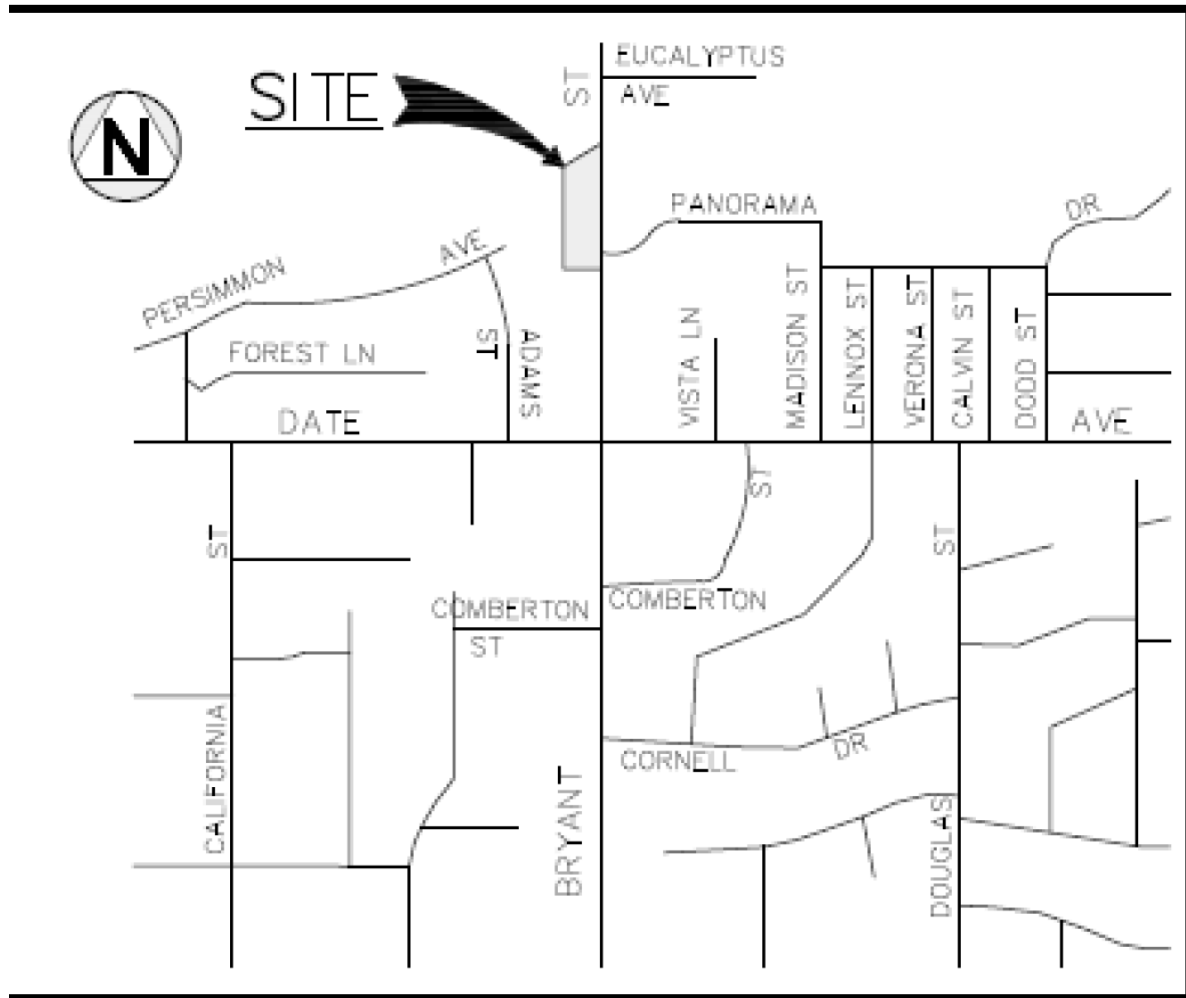
Dated: 2/26/2021 By: Alex Fajardo

Print Name: Alex Fajardo

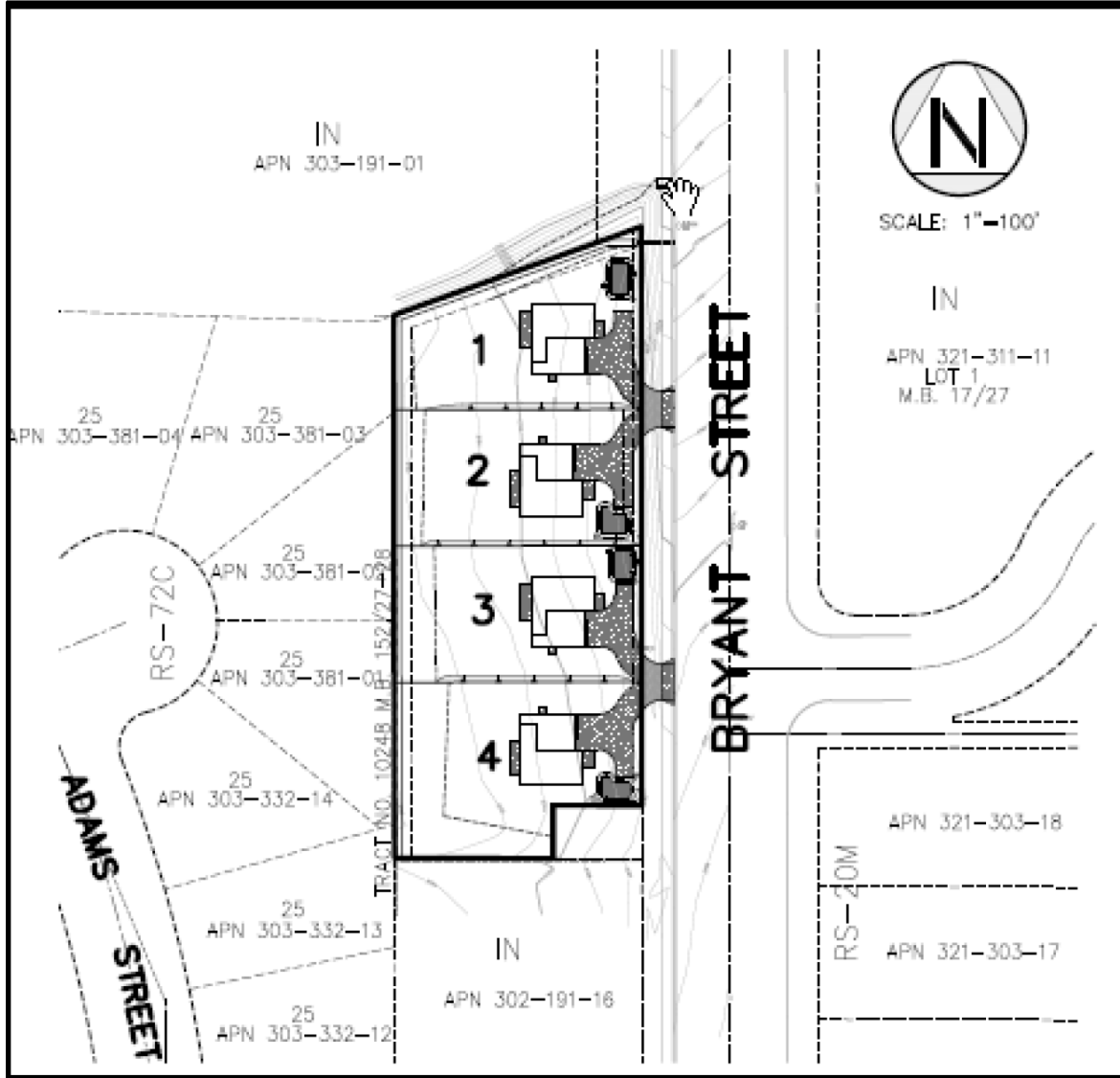
Print Title: President

Attachments	Status
Exhibit A - Proposed Development Concept	Included
Exhibit B - General Construction Conditions	Included

### Exhibit A - Proposed Development Concept



Yucaipa Valley Water District  
Development Agreement No. 2021-02  
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## Exhibit B - 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 the 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 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. If not previously paid, 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



**Date:** March 9, 2021

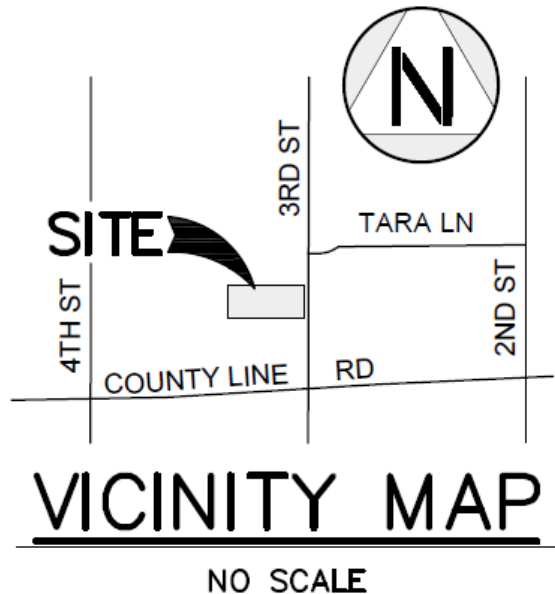
**Prepared By:** Chelsie Fogus, Administrative Assistant I

**Subject:** Consideration of a Development Agreement for Sewer Service to Parcel Map No. 20233 located at 13562 3<sup>rd</sup> Street, Yucaipa (Assessor Parcel Number 0319-242-28)

**Recommendation:** That the Board authorize the Board President to execute Development Agreement No. 2021-03.

The District staff is in the process of finalizing a development agreement for sewer service to Parcel Map No. 20233. This is a four lot subdivision located at 13562 3<sup>rd</sup> Street, north of County Line Road, in the City of Yucaipa.

The Development Agreement is attached for your review and consideration.



**AGREEMENT TO PROVIDE SEWER SERVICE TO PARCEL MAP NO. 20233 (4 LOTS) LOCATED AT 13562 3<sup>rd</sup> STREET, APN: 0319-242-28 IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 9<sup>th</sup> day of March 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and McFayden Properties, LLC ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project ID(s)	Task(s)
138	94131

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 Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	McFayden Properties, LLC 500 Iowa Street Redlands, California 92373 Attn: Tim McFayden 909-790-5222 tim@procraft.com

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

Parcel Map Number and Lot Numbers	City / County
20233 – 4 Lots	Yucaipa/San Bernardino

**RECITALS**

WHEREAS, the Developer desires to develop its Property situated within the service area of the District consisting of a development with a total of 4 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit A attached hereto; and

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

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

## AGREEMENT

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

- A. Project Overview.** The proposed development consists of 4 lots within Parcel Map No. 20233 ("Project"). The Project is located at 13652 3<sup>rd</sup> Street, Yucaipa, California. The Project will receive sewer service from the District.

The Yucaipa Valley Water District has been involved in the preliminary review process for this Project and has established the following development related project files:

- Project ID: 138
- Task No.: 94131

- B. Special Conditions.** In addition to the General Construction Conditions attached hereto as Exhibit B, the following conditions, being contained herein, are hereby required by the District for the Developer to receive service for the Project.

1. Project Specific Drinking Water Conditions: The Project will be served drinking water from South Mesa Water Company. The Developer shall provide approved drinking water plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Project.

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

Project Specific Recycled Water Conditions: The Project will not receive recycled water service from Yucaipa Valley Water District or South Mesa Water Company. Therefore, the General Construction Conditions related to recycled water within Exhibit B are not applicable to this Project.

2. Project Specific Sewer Conditions: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
- a. A sewer mainline extension will need to be installed from the existing Easement 12-F located along the westerly property line in a newly created Easement in the access road to serve parcel numbers 2, 3, and 4. Parcel 1 will retain its existing services off of 3<sup>rd</sup> Street. The Easement will need to be dedicated to the Yucaipa Valley Water District and adhere to current District Standards.
- b. The abandonment and/or relocation of existing sewer infrastructure may be required due to the proposed project design. Existing infrastructure will need to be protected with minimal interruption of service during construction of this project and revised easement widths may be required.

- c. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed, pressure tested, and accepted by the District.
  - d. Developer shall pay all applicable rates, fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.
  - e. The Developer is responsible for the construction and permanent maintenance of all on-site sewer Facilities.
  - f. Monthly sewer charges for this project, as established and approved by the District Board of Directors, will be invoiced to the property owner as an annual property tax lien or assessment pursuant to the Rules and Regulations of the District.
3. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.
4. Project Specific Conditions. The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
- a. The District will not provide drinking sewer service to the Project until the necessary infrastructure is completed and accepted by the District to provide service to each lot.
  - b. Project phases (if applicable) will be coordinated and approved in writing by the District staff.
  - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems prior to receiving occupancy.
  - d. Facilities located in easements shall be protected pursuant to District requirements.
5. Rates, Fees and Charges.
- a. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.

- b. The Developer shall pay the sustainability fees based on the rates, fees and charges in effect by the San Bernardino Valley Municipal Water Company for seven acre-feet (7 acre-feet) of imported water prior to the issuance of building permits.
6. Project Related Invoices. Pursuant to Exhibit B - Design and Construction Requirements, Section O, the Developer agrees to deposit funds in the amount of \$5,000.00 with the District within 10 business days following the District's approval of this Agreement. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance of \$2,000.00 in the Project Cash Account.
7. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
8. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project.
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 will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
12. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
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 (6<sup>th</sup>) 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 Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
- 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.

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: 3-2-21 By: 

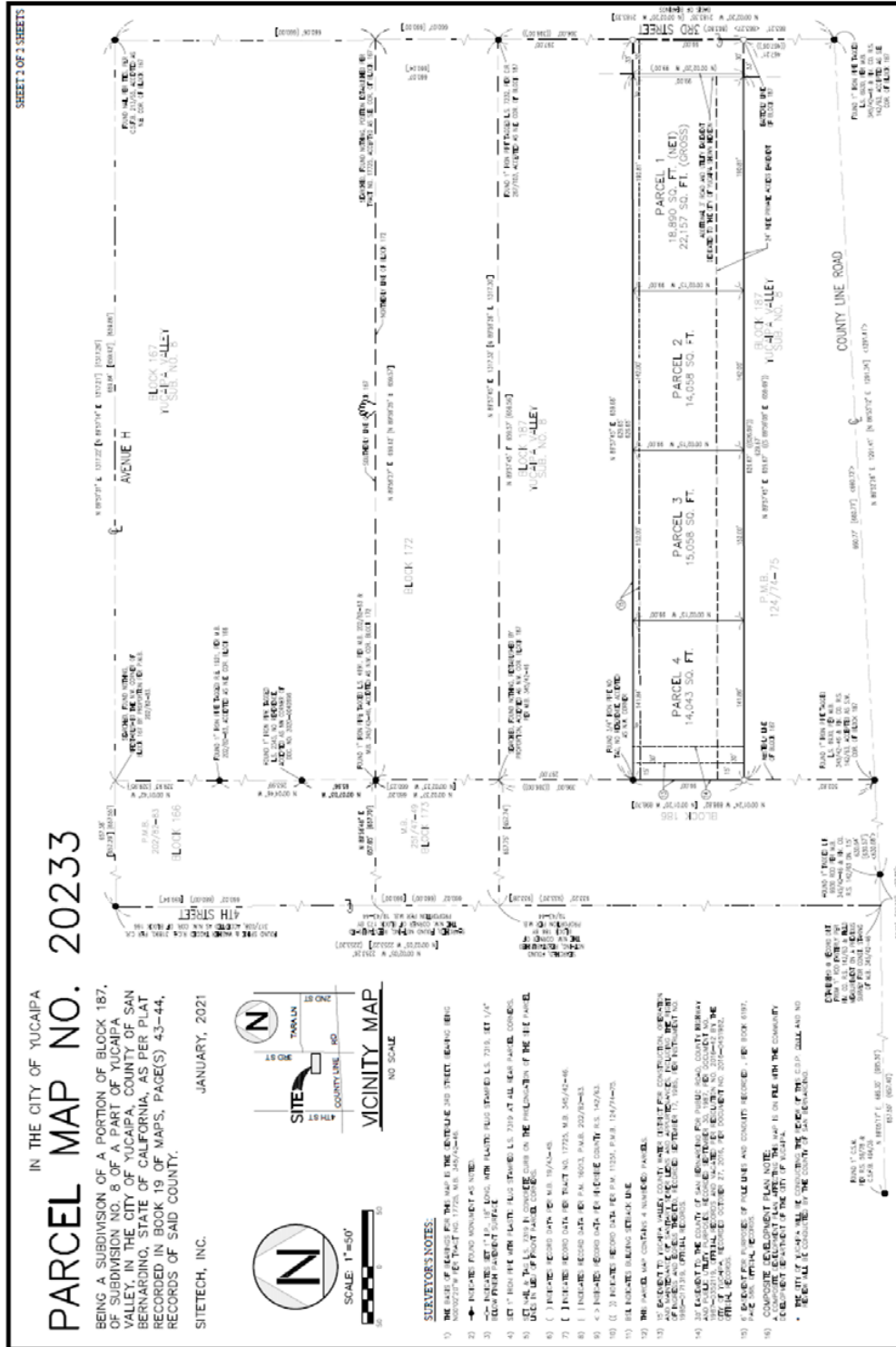
Print Name: TIMOTHY MCFAYDEN

Print Title: MEMBER

Attachments	Status
Exhibit A - Proposed Development Concept	Included
Exhibit B - General Construction Conditions	Included



Exhibit A - Proposed Development Concept





## Exhibit B - 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

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. If not previously paid, 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 Parties intend this indemnity provision to be interpreted and construed to provide the fullest protection possible under the law to the District, except for liability attributable to the District's intentional and/or negligent acts. Developer acknowledges that the District would not enter into this Agreement in the absence of this commitment from the Developer to indemnify and protect the District as set forth here.

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



**Date:** March 9, 2021

**Prepared By:** Dustin Hochreiter, Senior Engineering Technician

**Subject:** Consideration of Development Agreement No. 2021-05 for the Woodside Homes Development of Tract No. 20130 on Oak Glen Road between Bryant Street and 2<sup>nd</sup> Street, Yucaipa

**Recommendation:** That the Board authorize the Board President to execute Development Agreement No. 2021-05.

The District staff is in the process of finalizing a development agreement for potable water, recycled water, and sewer service to Tract No. 20130 located south of Oak Glen Road and east of Second Street in the City of Yucaipa. The development by Woodside Homes will be a dual plumbed community utilizing recycled water for residential irrigation and common areas.



The development agreement is attached for your review and consideration

**AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER,  
 AND SEWER SERVICE TO TRACT NUMBER 20130 (144 LOTS) IN THE  
 CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 9<sup>th</sup> day of March 2021, by and between the Yucaipa Valley Water District, a public agency ("District"), and Woodside 05S, LP ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Elements Project	Task
126	91279

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 Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	Woodside 05S, LP 1250 CoronaPointe Court, Suite 500  Corona, CA 92879 Attention: Chris Stanicek, Assistant Secretary Telephone: (951) 710-1900

By executing this Agreement, the Developer represents that they are the owner of the following parcel(s) which is/are the subject of this Agreement and referred to herein as the "Property":

Tract Number and Lot Numbers	City / County
Tract No. 20130 - 144 Lots (1-144)	City of Yucaipa / San Bernardino County

Assessor Parcel Number	Acreage	Assessor Parcel Number	Acreage
0303-181-16	4.70	A portion of 0303-181-19	31.06

**RECITALS**

WHEREAS, the Developer desires to develop its Property situated within the service area of the District consisting of a development with a total of 144 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit A attached hereto; and

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

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



## AGREEMENT

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

- A. **Project Overview.** The proposed Project consists of one hundred forty-four (144) lots approved as Tract No. 20130. The Project is located south of Oak Glen Road and west of Bryant Street in Yucaipa, California. The Project will receive drinking water service, recycled water service, and sewer service from the District.



- B. **Special Conditions.** The following conditions, being contained herein, will be required by the District for the Developer to receive service for the Project.
1. **Project Specific Drinking Water Conditions:** The Project will receive drinking water service from the District. The Developer will design and construct on-site and off-site drinking water infrastructure ("Facilities") pursuant to District approved plans and requirements.
    - a. This Project will be a dual-plumbed community that requires drinking water service and recycled water service to each lot. An approved Engineering Report and permitted use authorization by the State Water Resources Control Board is required prior to the issuance of occupancy for this Project.

2. Project Specific Recycled Water Conditions: The Project will receive recycled water service from District. The Developer will design and construct on-site and off-site recycled water infrastructure ("Facilities") pursuant to District approved plans and requirements.
  - a. This Project will be a dual-plumbed community that requires drinking water service and recycled water service to each lot. An approved Engineering Report and permitted use authorization by the State Water Resources Control Board is required prior to the issuance of occupancy for this Project.
  - b. Recycled water is required for all median landscape areas and other irrigated areas within and adjacent to the Project. Booster pumps may be required for the easterly portion of the Project depending on the elevation of the irrigated area. This Project includes areas irrigated with recycled water that will be maintained by the City of Yucaipa after Project completion.
  - c. The Project will require a Title 22 approved use permit for all irrigated lots and dual-plumbed lots.
3. Project Specific Sewer Conditions: The Project will receive sewer service from the District. The Developer will design and construct on-site and off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
  - a. The Developer shall provide off-site sewer alignment proposals to the District for review and approval as part of the design process.
4. Project Specific Stormwater Conditions: The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater capture and discharges from the Project. The Developer will provide approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.
5. Project Specific Conditions: The Developer shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
  - a. The District will not provide drinking water, recycled water, or sewer service to the Project until the required onsite and offsite infrastructure is completed and accepted by the District.
  - b. Project phases will be coordinated and approved by the District.
  - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems prior to the issuance of occupancy for any or all lots.

6. Rates, Fees and Charges: The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.
7. 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. Funds deposited within this Project account are non-refundable until such time as the infrastructure to provide service to the Project is completed and all building permits have been issued for the Project.
8. Ownership; Operation and Maintenance: Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
9. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District in a timely manner as required by the District.
10. Annexation. This Project is located within the service area of the District so an annexation is not required.
11. 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.
12. 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 will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
13. Assignment: This Agreement will not be assigned, whether in whole or in part by either Party.
14. Construction and Interpretation: This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.

Yucaipa Valley Water District  
Development Agreement No. 2021-05  
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15. Entire Agreement: This Agreement and the most recent Preliminary Project Service Evaluation constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, specifically Tract No. 20130 and, except as expressly provided in this Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
16. Authority: Each signatory of this Agreement represents and warrants that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
17. 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 (6<sup>th</sup>) 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 Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
  - 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. 2021-05  
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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: \_\_\_\_\_ By: \_\_\_\_\_  
Chris Stanicek, Assistant Secretary

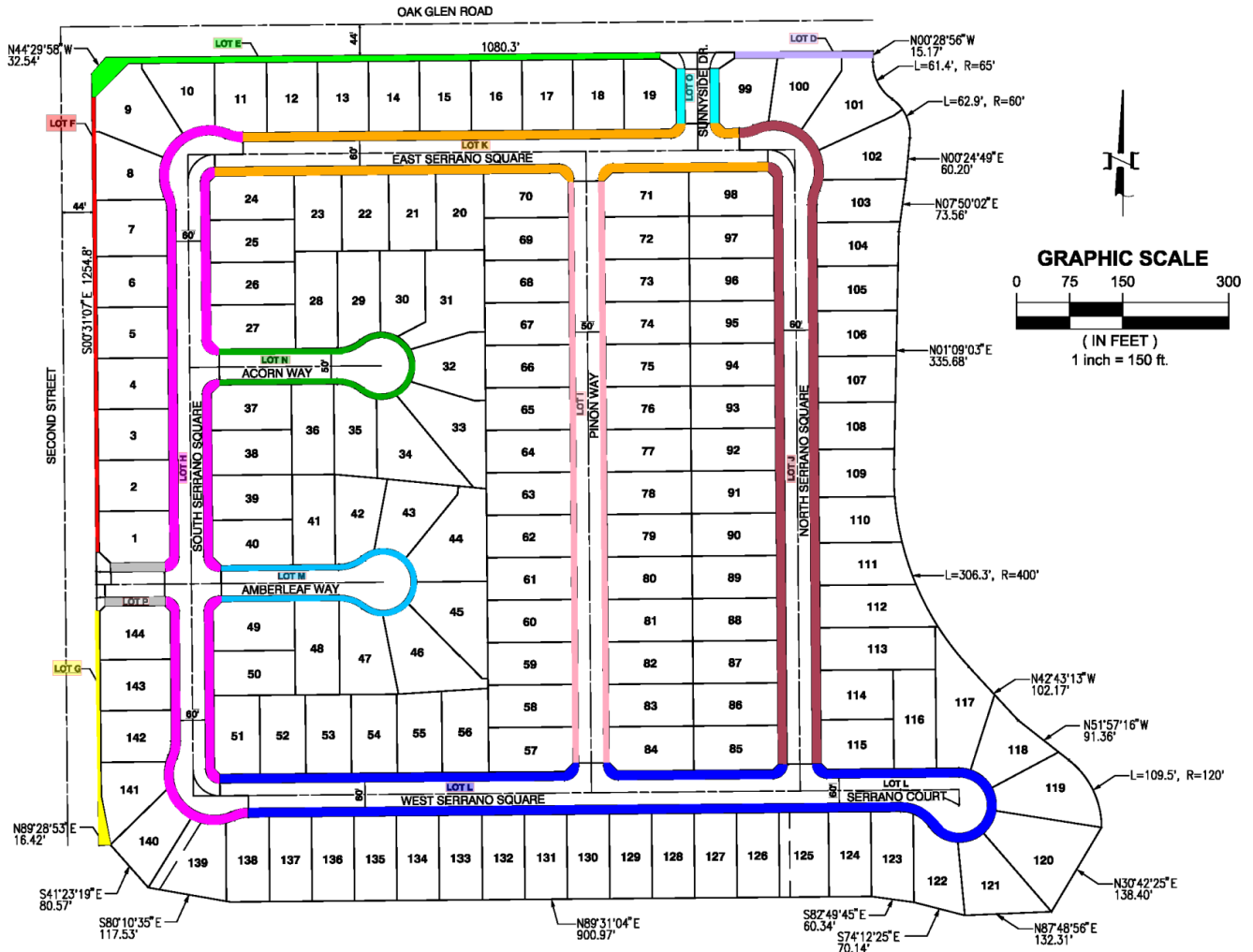
Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ Assistant Secretary

Reference	Description	Page
Exhibit A	Project Development Concept	8 of 18
Exhibit B	General Construction Conditions	9 of 18



### Exhibit A - Proposed Development Concept



## SITE LAYOUT WITH LETTERED LOTS

- 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.

Yucaipa Valley Water District  
Development Agreement No. 2021-05  
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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 or the San Geronio Pass Water Agency depending on the location of the Project. 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. 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

- S. 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.
- T. 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**

- U. 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.

- V. **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

- W. 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.

Yucaipa Valley Water District  
Development Agreement No. 2021-05  
Page 16 of 16

- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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



**Date:** March 9, 2021

**Prepared By:** Ashley Gibson, Regulatory Compliance Manager

**Subject:** Request to Purchase ISCO Portable Water / Wastewater Samplers

**Recommendation:** That the Board: (1) approve the purchase of eight ISCO samplers from MCR Technologies for a sum not to exceed \$36,496; and (2) adopt Resolution No. 2021-15.

In November 2020, the Henry N. Wochholz Water Recycling Facility began to experience a plant upset. To determine the cause, the District staff started to collect sewage samples from the collection system to identify the source of the problem. Weekly sampling continues using District owned samplers as well as contracted lab assistance.



Overall, the District is limited in the frequency of samples that can be collected due to the limited number of samplers we own. By owning our own samplers, this would eliminate the need for a contractor to come set and sample for the District. The District staff proposes to purchase three in-plant samplers and five portable samplers from MCR Technologies. The purchase of the eight samplers would provide the District the ability to sample when and where necessary without the added costs of having a contractor perform these same services.

District staff requests approval to execute the attached proposal from MCR Technologies to purchase three ISCO 3700C samplers and five ISCO Portable Compact Samplers for a sum not to exceed \$36,496.

Company	Cost
MCR Technologies, Inc.	\$36,496.00
Hach	\$42,351.75

**RESOLUTION NO. 2021-15**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
TRANSFERRING FUNDS WITHIN THE WATER FUND AS  
TRANSFER NO. 17 FOR FISCAL YEAR 2021**

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 approved the purchase of eight ISCO Samplers from MCR Technologies, Inc. to allow the District the ability to sample ourselves without the need of contracted services [Director Memorandum No. 21-044].

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

Section 1: Fund Transfer No. 17 in the amount of \$36,496 from the Sewer Fund Infrastructure Reserves (03-000-10311) to fund the purchase of eight ISCO Samplers.

PASSED, APPROVED and ADOPTED this 9<sup>th</sup> day of March 2021.

YUCAIPA VALLEY WATER DISTRICT

\_\_\_\_\_  
Chris Mann, President Board of Directors

ATTEST:

\_\_\_\_\_  
Joseph B. Zoba, General Manager

# 3700C

## Portable Compact Sampler

The 3700C is ideal for installation where a full-size sampler won't fit. It will easily pass through 18-inch diameter or offset manholes without disassembly or awkward maneuvering.

### Compact size with full-scale durability and features

Although smaller and lighter than our full size 3700 Sampler, the 3700C is designed and built with tough field use in mind. Its high-strength, corrosion-resistant material and NEMA 4X, 6 (IP67) controller assure you of long-term durability.

The 3700C controller has basic and extended programs for a wide variety of applications, including storm water monitoring. Sampling can be triggered based on time, flow, or pH. Built-in diagnostics, program storage, and program security are also included. And the controller is interchangeable on other 3700 Series samplers.

The patented LD90 Liquid Detector and pump revolution counter gives you accurate repeatable sample volumes every time:

- Automatic compensation for changes in head heights
- Automatic suction line rinsing to eliminate cross-contamination

The LD90's field proven, non-contacting design is not affected by conductivity, viscosity, temperature, or liquid composition.

The 3700C has three different bottle options, including 500 ml poly bottles for sequential sampling (shown at right, with optional carrier) and 2.5-gallon glass or poly bottles for composite use.



*Our optional bottle carrier makes for convenient sequential sampling.*



### Applications:

- Wastewater effluent
- Stormwater monitoring
- CSO monitoring
- Permit compliance
- Pretreatment compliance

### Standard Features:

- Quick-change bottle cartridge system
- Exclusive LD90 Liquid Presence Detector and pump revolution counting system ensure accurate, repeatable sample volumes
- Basic and extended programming modes for:
  - Uniform time intervals
  - Non-uniform time intervals
  - Stormwater runoff sampling
  - Multiple bottle compositing
  - Split sampling
- Thick, foamed-in-place insulation and twin-wall design provide maximum performance in sample preservation.
- 3700 Controller is housed in a NEMA 4X and 6 (IP67) environmentally sealed enclosure, and is fully interchangeable between portable and refrigerated samplers





**3700 Compact Portable Sampler**

<b>Height:</b>	27.75 in (70.5 cm)
<b>Diameter:</b>	17.75 in (45 cm)
<b>Weight (dry):</b>	25 lbs (11.3 kg)
<b>Cooling Capacity</b> (w/20 lbs of ice and 24 500ml bottles full of 65° F water):	-After 24 hrs: 35 °F (20 °C) below ambient -After 48 hrs: 25 °F (14 °C) below ambient (standard thermal resistance factor of R-11)

**Power Required:** 12 VDC

**Pump**

<b>Intake Purge:</b>	Adjustable air purge before and after each sample
<b>Suction Tubing:</b>	
-Allowable length:	3 to 99 ft (1 to 30 m)
-Material:	Vinyl or Teflon® lined
-Inside dimension:	3/8 or 1/4 in (1.0 or 0.6 cm)
-Maximum sample lift:	26 ft (7.9 m)
-Typical line transport velocity:	@ 3 ft (0.9 m) head height: 2.9 ft/s (0.88 m/s) @10 ft (3.1 m) head height: 2.5 ft/s (0.76 m/s) @15 ft (4.6 m) head height: 1.9 ft/s (0.58 m/s)
-Typical repeatability:	± 10 ml
<b>Pump Tubing:</b>	Recommended life: 500,000 pump counts (Note: A tubing life warning indicator is provided)

**Liquid Presence Detector:**  
Non-wetted, nonconductive sensor detects when liquid sample reaches the pump to automatically compensate for changes in head heights.

**Controller**

<b>Dimensions (HxWxD):</b>	10 x 12.5 x 10.0 in (25.4 x 31.7 x 25.4 cm)
<b>Weight (dry):</b>	11.0 lbs (5.9 kg)
<b>Operating Temperature:</b>	32 ° to 120 °F (0 ° to 49 °C)
<b>Enclosure Rating:</b>	NEMA 4X, 6 (IP67)
<b>Program Memory:</b>	Non-volatile ROM
<b>Flow Meter Signal Requirements:</b>	5 to 15 VDC pulse or 25 ms isolated contact closure
<b>Interface Port:</b>	8-pin connector; data output at 2400 baud in ASCII RS-232 format with handshake
<b>Real Time Clock Accuracy:</b>	1 minute per month, typical

**Software**

<b>Sample Frequency Selection:</b>	1 minute to 99 hours and 59 minutes, in one minute increments. Non-uniform times in minutes or clock times: 1 to 9,999 flow pulses.
<b>Sampling Modes:</b>	
-Sample Pacing:	Uniform time, non-uniform time, flow, flow paced/time switched, or STORM (time- and flow-paced sampling during sample collection).  Note: Flow pacing is controlled by external flow pulses.
-Multiplexing:	Samples per bottle: 1 to 50 with 100 ml bottles 1 to 17 with 350 ml bottles  Bottles per sample: 1 to 24, multiple bottle compositing
<b>Programmable Sample Volumes:</b>	10 to 9,999 ml, in 1 ml increments
<b>Sample Retries:</b>	If no sample is detected, up to 3 attempts (user selectable)
<b>Rinse Cycles:</b>	Automatic rinsing of suction line up to 3 rinses for each sample collection
<b>Program Storage:</b>	3 sampling programs
<b>Programming Modes:</b>	Basic, extended, and STORM
<b>Sampling Stop/Resume:</b>	Up to 24 real time/date stop/resume commands
<b>Controller Diagnostics:</b>	Tests for RAM, ROM, pump display, and distributor

**Ordering Information**

3700C Portable Sampler .....	68-3700-069
24 500-ml wedge shaped polypropylene bottles .....	68-3700-070
1 2.5-gallon round polyethylene bottle .....	68-3700-073
100 2-gallon ProPak bags, 1 holder and cap .....	68-3700-072

*Suction line, strainer, or additional ProPak bags not included; order separately. Contact the factory or your Teledyne ISCO representative for complete ordering information.*

**Teledyne ISCO**

P.O. Box 82531, Lincoln, Nebraska, 68501 USA  
Toll-free: (800) 228-4373 • Phone: (402) 464-0231 • Fax: (402) 465-3091  
teledyneisco.com



*Teledyne ISCO is continually improving its products and reserves the right to change product specifications, replacement parts, schematics, and instructions without notice.*

L-1118 Rev 2.0  
9/18



**QUOTATION# 15033**

<b>Date:</b>	February 2, 2021, 2:24:04 PM	<b>Reference:</b>	
<b>Company:</b>	Yucaipa Valley Water District	<b>Manufacturer:</b>	ISCO
<b>Attention:</b>	Ashley Gibson	<b>Lead Time:</b>	4 weeks
<b>Phone Number:</b>	909-795-2491 ext 4	<b>Freight Terms:</b>	Prepaid & Add
<b>E-mail:</b>	agibson@yvwd.us	<b>Prepared By:</b>	Kyle Finney
<b>Quotation Valid:</b>	March 31, 2021		(949) 783-3100
<b>F.O.B. Point:</b>	Factory		sales@mcr.com
<b>Payment Terms:</b>	Net 30		

*Thank you for the opportunity to provide you with the following quotation.*

Part Number	Quantity	Unit Price	Price
68-3700-069	5.00	\$3,240.00	\$16,200.00
<i>Model 3700C Portable Compact Sampler. Includes controller, top cover, center section, base, and distributor arm. Does not include bottle configuration kit or pump tubing.</i>			
68-3700-073	5.00	\$325.00	\$1,625.00
<i>Single Bottle Configuration for 3700C Compact Portable Sampler. Includes one 2.5 gallon (10-liter) polyethylene bottle with cap, float shut-off, and two pump tubes.</i>			
60-9004-379	5.00	\$125.00	\$625.00
<i>3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.</i>			
60-1684-040	7.00	\$290.00	\$2,030.00
<i>Model 934 Nickel-Cadmium Battery. Rechargeable, 12 VDC, 4 amp-hours. For use with ISCO GLS, 3700, 6100, and 6700 Series Portable Samplers; 4200 Series flowmeters; and 150 Portable Peristaltic Pump. Recharge using Model 961 or 965 battery charger.</i>			
60-3004-059	5.00	\$155.00	\$775.00
<i>Model 961 Battery Charger. Powered by 120 VAC, 60 Hz. For charging ISCO 934 Nickel-Cadmium Batteries one at a time.</i>			
60-1394-014	5.00	\$65.00	\$325.00
<i>Suspension harness for 3700 series portable samplers</i>			
69-2003-599	5.00	\$510.00	\$2,550.00
<i>Pro Hanger Suspension Bracket for 18-24" Manholes</i>			
68-3710-015	3.00	\$2,805.00	\$8,415.00
<i>Model 3710 Full Size Portable Sampler. Includes controller, top cover, center section with float shut-off, and composite base. Does not include bottle configuration kit or pump tubing.</i>			
60-1684-088	3.00	\$290.00	\$870.00
<i>Model 913 High Capacity Power Pack. Converts 120 VAC, 50/60 Hz to 12 VDC. Includes separate output for charging ISCO batteries. UL and ULC listed. For use with ISCO GLS, 3700, 6100, and 6700 Series Portable Samplers; 4200 Series flowmeters; and Signature Portable flowmeters.</i>			
Freight	1.00	\$456.00	\$456.00
<i>Per the factory</i>			
<b>Total</b>			<b>\$33,871.00</b>

Please issue your purchase order to:  
**Teledyne Instruments, Inc.**  
 12497 Collections Center Dr.  
 Chicago, IL 60693

E-mail your purchase order to: [orders@mcr.com](mailto:orders@mcr.com) or Fax to (949) 783-3101

This quotation is for the products and services listed above only. Any additional products required will be provided at additional cost. Freight charges are an estimate only. Actual freight cost may vary. Terms included by reference.





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 Yorba Linda, CA 92887  
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**QUOTE#:PONQ43431-1**

DATE: Feb 25, 2021

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Project Name: Project ID:

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Line No	Product Details	Qty	Unit Price	Ext. Price
1.	AS950 Portable Sampler with Compact Base, 12V 2.5GAL POLY ASP.CXXXC121XX	5	\$ 4,339.00	\$ 21,695.00
2.	mc CHARGER ASSY. L-ACID 3 PIN, 115V US 8753500US	5	\$ 321.00	\$ 1,605.00
3.	mc HARNESS,SUSPENSION 1355	5	\$ 110.00	\$ 550.00
4.	INSTRUMENT SUPPORT BRACKET, 18-26 IN 5713000	5	\$ 342.00	\$ 1,710.00
5.	ee AS950 CONTROLLER ONLY, PORT, BASIC ASP.CXXX	3	\$ 2,865.00	\$ 8,595.00
6.	Freight Freight Freight	1	\$ 8,196.75	\$ 8,196.75
Sub Total				\$ 42,351.75
Tax				\$ 0.00
Adjustment				\$ 0.00
<b>Grand Total</b>				<b>\$ 42,351.75</b>

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Prices are firm for 30 days by referencing above Quote Number. Taxes and Shipping are not included in this quote. Lead times do not include "transit time". Proof of non-taxable status is required if applicable. Credit reviewed prior to order entry and will be issued if approved. Standard warranty varies by product line but is based from factory ship date.

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**Date:** March 9, 2021

**Prepared By:** Joseph B. Zoba, General Manager

**Subject:** Preparation of Environmental Documents Associated with the Offsite Sewer Forcemain and Mainline Extension from the Oak Valley Project to the Wochholz Regional Water Recycling Facility

**Recommendation:** That the Board authorize the General Manager to execute Task Order No. 8 with ECORP for a sum not to exceed \$71,540.

The Yucaipa Valley Water District has been preparing for the construction of additional sewer lift stations, forcemains, and gravity sewer improvements to provide service to the future Oak Valley Project. To convey the wastewater from the Oak Valley Project, the District will need to construct the following offsite sewer improvements:

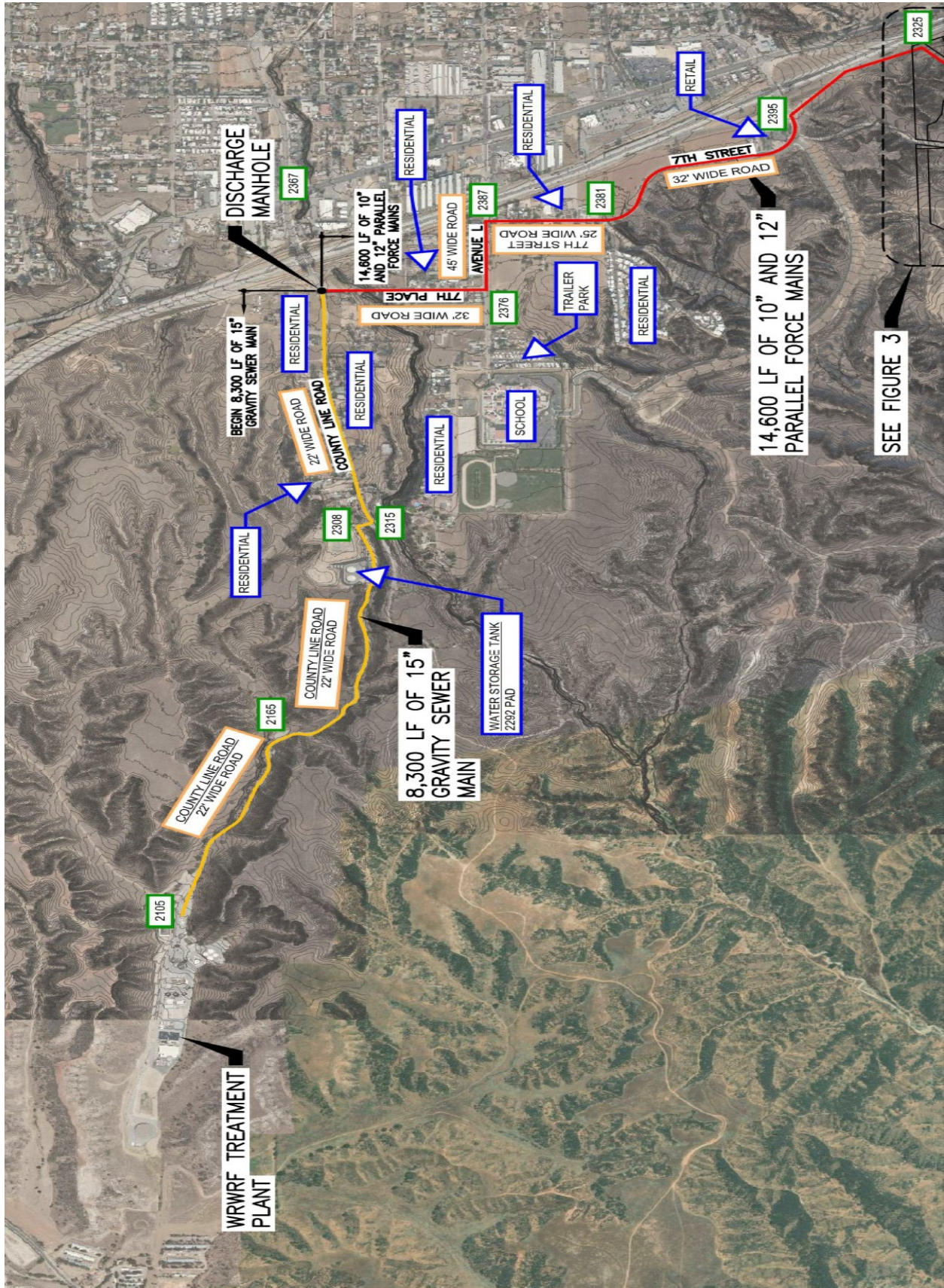
- Approximately 14,600 linear feet of 10” and 12” force mainlines; and
- Approximately 8,300 linear feet of 15” gravity sewer mainlines. The District staff is evaluating the possibility of increasing the size of the 15” gravity sewer mainline to redirect existing flows at Calimesa Boulevard and County Line Road.

The construction cost for the proposed offsite sewer improvements will be funded by the Statewide Community Infrastructure Program (SCIP). Any oversizing by the District will be funded by the District.

The next step for this project is to update the environmental documentation for the proposed offsite sewer alignment. The attached proposal from ECORP includes optional tasks for a total cost of \$71,540. The District staff recommends a contribution of \$17,880 for this project to study any oversized facilities. If approved by the Board of Directors, a Notice to Proceed would be issued to ECORP once the remaining \$53,660 is received from the developers involved in the project.

Task	Cost (\$)
Task 1 – Kickoff Meeting	\$765
Task 2 – Preparation of Technical Studies	--
Task 2A – Aquatic Resources Delineation	\$8,085
Task 2B – Biological Technical Report and MSHCP Consistency Analysis	\$7,500
Task 2C – Focused Burrowing Owl Surveys and Report (OPTIONAL)	\$7,300
Task 2D – Narrow Endemic Plant Species Survey (OPTIONAL)	\$3,800
Task 2E – Cultural Resources Assessment	\$10,630
Task 2F – Paleontological Records Search and Summary Memorandum	\$1,420
Task 3 – AB 52 Consultation Assistance	\$3,100
Task 4 – Draft Initial Study/Mitigated Negative Declaration (includes Air Quality Modeling)	\$17,860
Task 5 – CEQA Notices and Public Review	\$2,130
Task 6 – Final Initial Study/Mitigated Negative Declaration and MMRP	\$8,170
Task 7 – Notice of Determination (NOD)	\$780
<b>Total without Optional Tasks</b>	<b>\$60,440</b>
<b>Total with Optional Tasks</b>	<b>\$71,540</b>







*Oak Valley-Summerwind Offsite Sewer Project*

**Scope of Work  
Task Order 8  
Oak Valley-Summerwind Offsite Sewer Project**

**Scope of Work****Task 1 – Kickoff Meeting**

The ECORP Project Manager will attend a kickoff meeting with the District. It is assumed that meetings will occur over conference or video call. We have assumed we will receive copies of plans and other project information at this meeting, including electronic versions, to the extent possible.

**Task 1 Deliverables:**

- None

**Task 2 – Preparation of Technical Studies**

It is assumed that technical studies for aquatic, biological, and cultural resources will be prepared for the project and that all other information can be obtained from readily-available references (i.e., the Specific Plan and EIR, General Plans, engineering and other documentation prepared in-house for the project).

Specific scopes of work for these technical studies follow this paragraph. Preparation of these technical studies will assist in the determination of the appropriate CEQA document. If the impacts of the project are less than significant, or can be mitigated to a level that is less than significant, a Mitigated Negative Declaration (MND) will be the appropriate environmental document. However, if a technical study identifies an impact that would remain significant after mitigation (potentially requiring an Environmental Impact Report [EIR]), then ECORP will immediately notify the District to determine if there may be an engineering solution to minimize or avoid the impact. If the impact cannot be reduced to less than significant, ECORP will prepare a separate scope and cost for EIR preparation.

***Task 2A – Aquatic Resources Delineation***

ECORP will assist the District by providing an aquatic resources delineation of the project area, to identify streams, channels and other features that may be regulated by the federal and state resource agencies. According to the preliminary design drawings for the project, the proposed work could cross a larger stream canyon by using a bridge crossing (to avoid impacts) or by using a jack-and-bore technique in an alternative location. ECORP will assess both alternatives, as well as other portions of the project area, for aquatic resources and map their limits.

The delineation work will entail evaluation of the project, based on the plans provided along with photos and the Project Description, as well as our own research. A field delineation of the project alignment and alternative stream crossing will be performed with the primary goal being to

*Oak Valley-Summerwind Offsite Sewer Project*

determine the impacts of the proposed Project. The methods will follow the Unified Federal Method (Environmental Laboratory 1987) as well as the Arid West Supplement (US Army Corps 2008), and would follow methods acceptable to state regulatory agencies.

An Aquatic Resources Delineation report will be prepared that identifies the methods of the study, existing biological conditions and location and extent of aquatic resources. The report will contain mapping of all aquatic resources. If needed, regulatory permitting will be recommended for the U.S. Army Corps of Engineers, California Department of Fish and Wildlife and State Water Resources Control Board.

**Task 2A Deliverables:**

- Electronic copies of the Draft and Final ARD report

***Task 2B – Biological Technical Report and MSHCP Consistency Analysis***

Our understanding is that a portion of the project area is located within the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) planning area. A brief review of the Riverside County Integrated Project (RCIP) Conservation Summary Report Generator found that the project area is located within and adjacent to a MSHCP Conservation Area and is also located with the MSHCP designated survey areas for burrowing owl and narrow endemic plant species (Marvin's onion and many-stemmed dudleya). In order to determine whether sensitive biological resources are present on the project area, a reconnaissance-level survey will be performed.

ECORP will conduct a biological reconnaissance survey of the project area, identify any potential biological constraints to development and, if applicable, make recommendations based on the findings. Prior to conducting the survey, the biologist will conduct queries of the latest versions of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Data Base (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Plants. In addition, other documentation, range maps of sensitive species, and other site-specific reports regarding biological resources that are relevant to evaluating the biological resources on the site will be reviewed. Based on the literature review, the biologists will identify the special-status species that could occur on the proposed project area.

Once the literature review is completed, ECORP biologists with knowledge of the species that could occur on or in the vicinity of the project area will use the information as background information and conduct the biological reconnaissance survey of the project area. Biological resources that are known to occur or could occur on the property, such as burrowing owl, will be searched for during the survey. The survey will consist of a site walkover, taking photographs to document the site conditions, developing plant and wildlife species lists, and characterizing the habitat(s) within the project area. The habitat assessment will identify any areas of suitable habitat for sensitive plant and wildlife species that may or may not require focused wildlife surveys, and any areas that may be potentially under the jurisdiction of the U.S. Army Corps of Engineers or CDFW will be identified. If special-status species are detected, occurrences will be documented using a global positioning

*Oak Valley-Summerwind Offsite Sewer Project*

system (GPS) device. During the survey, all burrows suitable for burrowing owl use will be documented, in accordance with the Focused Burrow Survey protocol (Step 2A) of the MSHCP Burrowing Owl Survey Guidelines (County of Riverside 2006). Biologists will also document observations of live burrowing owls and their sign (e.g., whitewash, pellets, bones of prey items, feathers).

If burrowing owl habitat is found to be present on the project area that is consistent with the definition of habitat in Step 1 of the MSHCP burrowing owl survey guidelines (County of Riverside 2006), then the biologist will also examine areas within a 150-meter buffer around the project area for the presence of habitat. All areas surveyed will be physically traversed on foot, where access permits. If the timing of the survey coincides with the burrowing owl breeding season defined in the MSHCP burrowing owl survey guidelines (March 1 through August 31), then a Focused Burrow Survey (Step 2A of the MSHCP survey guidelines) will be performed and all burrows suitable for burrowing owl use will be documented. If the timing of the survey is performed in the non-breeding season, then the biologist will document burrows observed during the survey; however, Step 2A is only to be performed during the burrowing owl breeding season and may need to be repeated, depending on the presence of burrows. During the survey, biologists will also document observations of live burrowing owls and their sign (e.g., whitewash, pellets, bones of prey items, feathers).

The project site is also located within a designated survey area for narrow endemic plant species, specifically for Marvin's onion and many-stemmed dudleya. Therefore, a habitat assessment for narrow endemic plant species covered under the MSHCP would be conducted during the field assessment. Recommendations on follow-up plant surveys, including survey timing and protocols, will be included in the report.

Following the completion of the biological survey, ECORP will prepare a report that details the results of the literature review and field survey. The report will include a description of the proposed project, maps of the project area, methods used to conduct the survey, the survey results, and special-status species potential for occurrence. Habitats, vegetation communities, and biological constraints will be described in the report. The report will also present recommendations for further work, if needed, including focused surveys for sensitive species. Impacts expected from the proposed project will be identified along with mitigation measures to reduce them to below a level of significance, as applicable. The report will serve as a support document for the environmental documentation for the proposed project.

The report will conform to the information needed for review under CEQA and will fulfill the requirements of an MSHCP Consistency Analysis. Per MSHCP reporting requirements, the following sections will be included and analyzed in the context of the project:

- Section 6.1.2 Riparian/Riverine, Vernal Pool, and Fairy Shrimp Habitat Assessment
- Section 6.1.3 Narrow Endemic Plant Species

*Oak Valley-Summerwind Offsite Sewer Project*

- Section 6.1.4 Urban/Wildlands Interface
- Section 6.3.2 Burrowing Owl Habitat Assessment

A draft version of the report will be submitted electronically for review. After receipt of one round of compiled comments, a final version of the report will be prepared and submitted electronically to the Client. If requested by the Client, ECORP will also submit the report to the County of Riverside through their designated FTP site.

This task does not include focused (protocol-level) surveys for special-status plant or wildlife species and consultation or coordination with the regulatory agencies, County, or City personnel.

**Task 2B Deliverables:**

- Electronic copies of the Draft and Final BRA report

***Task 2C – Focused Burrowing Owl Surveys and Report (OPTIONAL)***

If burrowing owl habitat is found to be present on site (including the presence of suitably-sized burrows), then focused burrowing owl surveys will need to be conducted in accordance with Section 6.3.2 of the MSHCP and the MSHCP burrowing owl survey guidelines (County of Riverside 2006).

The focused surveys will be conducted according to the guidelines provided in the MSHCP. The protocol requires that a focused burrow survey and three focused burrowing owl surveys be conducted between March 1 and August 31. For costing purposes, it is assumed that all four focused burrowing owl surveys will be necessary under this task.

Each of the focused burrowing owl surveys will consist of initially conducting a visual survey of all suitable habitat with special focus on any previously mapped burrows, owl sign and owls, including perch locations, in order to ascertain owl presence. Following the visual survey, the survey for owls and owl sign will then be performed within suitable habitat over the entire project area and the adjacent 150 meters, where accessible. These "pedestrian surveys" will be conducted by walking transects spaced approximately 10 to 30 meters apart in order to achieve 100-percent visual coverage of the ground surface. During the pedestrian surveys, the biologist will record all burrowing owl observations, occupied burrows, and burrows with owl sign (whitewash, pellets, feathers, and bones of prey items) that were not previously identified during the focused burrow survey. If live burrowing owls are present, then the biologist will also note the number of individual owls, owl pairs, juveniles, and any behavior, such as courtship and mating. The surveys will be conducted in the morning one hour before sunrise to two hours after sunrise and/or in the early evening two hours before sunset to one hour after sunset during favorable weather conditions (e.g., wind less than 20 miles per hour, temperature less than 90 degrees Fahrenheit). All location data will be described on field data sheets and recorded using a GPS.

The results of the focused surveys will be included in a brief letter report intended to be a supplement to the biological report described in Task 2B. The letter report will describe the survey



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methodology, survey conditions, and results, including the locations of any burrowing owl observations, occupied burrowing owl burrows, and potential burrows. The report will also include maps depicting the project area, suitable burrowing owl habitat, and the locations of any burrowing owl observations or burrows. Discussion of the survey results in the report will be in accordance with the MSHCP consistency analysis requirements for burrowing owl surveys. A draft version of the report will be submitted electronically for review. After receiving one round of compiled comments, a final version will be prepared and submitted electronically.

**Task 2C Deliverables:**

- Electronic copies of the letter report

***Task 2D – Narrow Endemic Plant Species Survey (OPTIONAL)***

The project site is located within a survey area for two Narrow Endemic Plant Species, Marvin's onion and many-stemmed dudleya, as defined by Section 6.1.3 of the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). If suitable habitat for these species is found on site during the field survey described in Task 2B, then a focused survey for these species will need to be conducted in suitable habitat within the project site.

A brief review of the Narrow Endemic Plant Species (target species) that have potential to occur within and adjacent to the project site found that the target species have blooming periods between April and May; therefore, the focused survey will occur within this timeframe. The survey will be conducted in accordance with the MSHCP guidelines, in addition to U.S. Fish and Wildlife Service (USFWS) Guidelines for Conducting and Reporting Botanical Inventories for Federally Listed, Proposed, and Candidate Plants; the California Department of Fish and Wildlife (CDFW) Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities; and the Botanical Survey Guidelines of the California Native Plant Society. Prior to conducting the focused survey, biologists will perform a half-day site inspection to monitor the blooming status at the site or at similar, nearby locations to verify the appropriate time for the survey. The focused survey will then be scheduled to coincide with the appropriate blooming periods of the target species.

Biologists will conduct the surveys by employing systematic field techniques that will provide a 100-percent coverage of the project site. Plant species observed on site will be identified to taxonomic species. If a rare plant species is detected, a voucher specimen will be collected, if feasible, and its location will be documented using a global positioning system (GPS) unit with sub-meter accuracy. Should the number of individuals in a population be distributed across an area that exceeds 10 square meters, a polygon will be recorded using the GPS unit so that the extent of the population will be known.

The results of the narrow endemic plant species survey will be included in a brief letter report intended to be a supplement to the biological report described in Task 2B. The letter report will describe the survey methodology, survey conditions, and results, including the locations of sensitive

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plant species identified during the surveys. Discussion of the survey results in the report will be in accordance with the MSHCP consistency analysis requirements for narrow endemic plant species. A draft version of the report will be submitted electronically for review. After receiving one round of compiled comments, a final version will be prepared and submitted electronically.

#### **Task 2D Deliverables:**

- Electronic copies of the letter report

#### ***Task 2E – Cultural Resources Assessment***

Portions of the proposed project cross into both in Riverside and San Bernardino Counties. Because of this, a cultural resources records search will be requested from both the Eastern Information Center for portions of the project area and radius located in Riverside County and from the South Central Coastal Information Center (SCCIC) for portions of the project area and radius located in San Bernardino County. The records searches will identify the locations and extent of previous surveys conducted within 0.5 mile of the project area and will determine if there are any known cultural resources (i.e., prehistoric or historic archaeological sites or historic-period features) located within or near the project area. In addition, the records searches will identify resources listed on or determined eligible for listing on the National Register of Historic Places (NRHP) and/or the California Register of Historical Resources (CRHR) located within or near the project area.

*Note: due to staff reductions and backlog associated with COVID-19 closures, the EIC is currently only conducting records searches with a maximum 0.5-mile records search radius. In addition, both the EIC and SCCIC are currently only able to supply partial records and results.*

In addition, a search of the Sacred Lands File will be requested from the Native American Heritage Commission (NAHC) in Sacramento. The search will identify any known sensitive or sacred Native American resources located within or near the project area. It should be noted that the Sacred Lands File search will not constitute consultation in compliance with Assembly Bill (AB 52). AB 52 consultation is a separate process from cultural technical studies. ECORP can assist the District in their AB 52 consultation as described in Task 3.

Where possible, ECORP will complete a field survey of the project area consisting of the proposed alignment and a 15-meter buffer on either side of the alignment. For paved roads, the survey will cover unpaved portions of the road shoulder within the public ROW. The proposed project area is assumed to consist of no more than 3 linear miles. The project area will be examined for evidence of cultural resources, including pre-contact and historic-period (i.e., over 50 years of age) archaeological deposits and features. If any resources are encountered, they will be recorded and mapped in detail in accordance with the standards of the California Office of Historic Preservation (OHP). California Department of Parks and Recreation (DPR) 523 site records will be prepared for archaeological sites. A review of historic aerial photographs of the project area indicate that the portions of several roads, including County Line Road, 7th Place, Avenue L, and 7th Street are historic period in age. For costing purposes, it is assumed that no more than four cultural resources, consisting of the historic-

*Oak Valley-Summerwind Offsite Sewer Project*

age road segments, will need to be recorded. If additional resources are identified, a separate scope and cost will be prepared based on the level of effort required.

ECORP will evaluate County Line Road, 7th Place, Avenue L, and 7th Street for the CRHR using readily available resources (i.e. historic-age maps, photographs, and electronic documents). Extensive archival research at an off-site repository is not included in this scope.

Note: formal evaluation of archaeological sites is not included in this task. If any archaeological sites are encountered that will require evaluation, a separate scope and cost will be prepared based on the level of effort required.

A cultural resources inventory report will be prepared to document the methods and results of the records search, Sacred Lands File search, field survey, and road evaluations. The report will include a summary of the environmental setting, the prehistoric and historic cultural background of the project area and will describe any resources within the project area in detail. DPR 523 records and copies of correspondence with the NAHC will be provided as attachment to the reports. One electronic copy of the report will be submitted to the Client. ECORP will respond to one round of combined, non-conflicting comments on the draft report. One (1) copy will also be submitted to the Information Centers for their files, as required.

*ECORP was recently notified by several Information Centers of the California Historical Resources Information System of expected delays in processing or scheduling records search requests as a result of the COVID-19 pandemic and the effect it is having on staffing levels and Information Center closures. As a result, the schedule of completion of work under this task may be affected. ECORP will keep the Client apprised of any schedule implications as they become known but will not be held responsible for delays to the project as a result of Information Center closures or delays, or for any other delay caused by factors outside the control of ECORP.*

**Task 2E Deliverables:**

- Electronic copies of the Draft and Final Cultural Resources Assessment report

***Task 2F – Paleontological Records Search and Summary Memorandum***

ECORP will request a paleontological resources literature review by the Natural History Museum of Los Angeles County for paleontological resources within the project area or within a one-mile radius of the project area. This review will include a review of known fossil localities in the project vicinity and an assessment of the potential for the project area to contain buried paleontological resources based on geologic maps of the region. The qualified paleontologist will determine if construction activities have the potential to affect paleontological resources and document the findings and recommendations in a letter report. If the results of the records search indicate a high likelihood for paleontological resources in the project vicinity, a field survey may be warranted but is not part of the current scope of work.

### *Oak Valley-Summerwind Offsite Sewer Project*

*Note: ECORP assumes that if the client obtains a geotechnical report or geological map of the project area, the client will make them available to ECORP to assist with the Paleontological Resources Literature Review.*

#### **Task 2F Deliverables:**

- Electronic copies of the Draft and Final Summary Memorandum

#### **Task 3 – AB 52 Consultation Assistance**

Consultation with California Native American tribes under Assembly Bill 52 (AB 52) is the responsibility of the CEQA lead agency. However, ECORP can assist the District with the consultation process.

The District indicated that they have received general request letters from two Tribes to consult on projects under AB 52. AB 52 requires that each group that has requested consultation will be contacted by letter to provide them with information about the project and ask if they wish to consult with the agency. ECORP will draft the letters for the District and submit the draft letters to District electronically. We have assumed that the District staff will print the letters on agency letterhead, obtain the required internal signatures, and mail the letters to the tribes and individuals named on the list within 14 days of determining that the project application is complete, as required by AB 52. For tribes that respond within 30 days with a request to consult, ECORP will assist the District in initiating consultation. Consultation must be initiated within 30 days of receiving the written request to consult. ECORP will assist the District by arranging meeting times for consultation or field visits. Native American consultation meetings will be led by the District staff with technical assistance from ECORP. ECORP will document the consultation process and comments discussed and advise the District on how to come to a conclusion to the consultation, as specified by AB 52. For costing purposes, ECORP assumes that no on site meetings will occur as part of the AB 52 process.

After comments have been addressed in the CEQA document as appropriate, or a robust administrative record has been assembled to document unsuccessful attempts to consult with one or more tribes under AB 52, ECORP will draft an AB 52 conclusion letter for the District to send to the tribes. The letter will summarize the consultation efforts under AB 52, the comments received, and the measures taken to address those comments. If any comments are not reasonable or feasible to address, then the letter will also state why that is the case. The purpose of the letter is to officially conclude the AB 52 consultation and close out the administrative record, thereby demonstrating compliance. ECORP assumes that the District will maintain an administrative record documenting all AB 52 Consultation activities and results.

This task will be completed on a time and materials best effort basis. If the efforts required to complete AB 52 consultation exceed the estimated budget, a change order will be requested based on the additional level of effort required.

### *Oak Valley-Summerwind Offsite Sewer Project*

Although AB 52 stipulates a schedule for the initiation of consultation (within 14 days of the initiation of the CEQA process), the law contains no timeline for the conclusion of consultation. The schedule for AB 52 consultation is dependent on whether or not any Tribes request consultation and the presence or absence of Tribal Cultural Resources within the project area.

#### **Task 3 Deliverables:**

- Draft AB 52 notification, consultation initiation, and consultation conclusion letters

#### **Task 4 – Draft Initial Study/Mitigated Negative Declaration**

Using the project-specific information provided by the District, technical reports prepared for the project as described above, and other reference material, ECORP will complete the CEQA Initial Study (IS) checklist using the format in the CEQA Guidelines Appendix G. A site visit by an environmental analyst will be conducted. ECORP will prepare a description of the project including the location of the project areas (including a project map); a brief description of the environmental setting; an identification of environmental effects using the above-referenced checklist format; a brief substantiation of the checklist entries; and a list of references and preparers. The site-specific studies prepared for the project (described above) will identify the potential for significant impacts and will identify mitigation measures. Additionally, air quality/greenhouse gas construction emissions will be modeled, and the modeling results will be provided in an appendix. Technical studies prepared as part of Task 2 will be provided as appendices to the IS/MND.

This scope of work assumes that an MND will be the appropriate environmental document. ECORP will prepare the MND for the project. This document will include the project description, project location, identification of the project proponent, a list of the mitigation measures, and the proposed finding of no significant effect.

ECORP will prepare an Administrative Draft IS/MND. After review and receipt of comments from the District, the public Draft IS/MND will be prepared. ECORP will provide up to five (5) hard copies, if requested, and an electronic copy for District files.

#### **Task 4 Deliverables:**

- Electronic copies of the Administrative and Public Draft IS/MND.
- If requested, ECORP will provide up to five (5) bound copies of the Public Draft IS/MND

#### **Task 5 – CEQA Notices and Public Review**

**Notices.** ECORP will prepare the following notices as required by CEQA:

- Notice of Intent to Adopt a Mitigated Negative Declaration (NOI)
- Notice of Completion (NOC) (State Clearinghouse Cover)

The NOI will specify the public review period, identify any public meetings or hearings on the project, provide a brief project description, and disclose where the MND, IS, and any supporting documents

*Oak Valley-Summerwind Offsite Sewer Project*

are available for review. A draft and final NOI will be prepared. ECORP will also prepare the Notice of Completion (the cover sheet for submittals to the State Clearinghouse). A draft and final NOC will be prepared.

**NOI Filing.** One copy of the NOI will be filed with the Riverside County Clerk. We have assumed that the District will pay the County Clerk Filing Fee for the NOI.

**NOC Filing.** As of November 3, 2020, the Office of Planning and Research (OPR), State Clearinghouse (SCH) Unit has discontinued accepting hard copies of environmental documents and notices. All agencies are required to submit online to the CEQA Database, where CEQA notices and documents will be filed and posted. We have assumed that the District will file all environmental documents and notices to the CEQA database or provide authorization for ECORP to submit on the District's behalf.

**NOI Publication.** ECORP will also public the NOI in a local newspaper to satisfy CEQA's notification requirement. We have assumed that the District will pay the newspaper publishing fee.

**Task 5 Deliverables:**

- Electronic copies of the Draft NOI and NOC

**Task 6 – Final Initial Study/Mitigated Negative Declaration and MMRP**

The District must consider any comments received on the MND when making a decision on the project. Responses to comments will be included as a chapter in the Final IS/MND, which will also include any changes to the Draft IS/MND as errata sheets and the Mitigation Monitoring and Reporting Program (MMRP), prepared in accordance with CEQA Guidelines Section 15097. The MMRP will be prepared in a table format. ECORP will prepare this document, with input from District staff.

An Administrative Final IS/MND and MMRP will be prepared. After review by the District, the Final IS/MND and MMRP will be provided. ECORP will send the Final IS/MND and MMRP to agencies, organizations, and individuals that commented on the project, and also notify them of the date and time of the public hearing for consideration of the project, as required by CEQA.

**Task 6 Deliverables:**

- Electronic copies of the Administrative Final and Final IS/MND and MMRP will be provided to the District
- If requested, up to five (5) bound copies of the Final MND and MMRP will be provided for internal District use
- Five (5) bound copies will be mailed to commenting agencies and interested parties

*Oak Valley-Summerwind Offsite Sewer Project***Task 7 – Notice of Determination**

A Notice of Determination (NOD) will be prepared according to CEQA guidelines. ECORP will file the NOD at the County Clerk and submit it to the State Clearinghouse. It has been assumed that the District will pay the filing fees. For informational purposes the fees are included below:

- Riverside County Clerk Processing Fee - \$50
- California Department of Fish and Wildlife (CDFW) review fee - \$2,480.25 (2021)

**Task 7 Deliverables:**

- Electronic copy of the Draft and Final NOD

**Cost Estimate**

Our estimate to complete this work is \$60,440 (without optional tasks), and is detailed by task below. The cost estimate is on a time and materials basis and is valid for 60 days. If approved, the work will be performed as Task Order 8 under the terms and conditions of the Master Services Agreement between Yucaipa Valley Water District and ECORP Consulting, Inc.

<b>Task</b>	<b>Cost (\$)</b>
Task 1 – Kickoff Meeting	\$765
Task 2 – Preparation of Technical Studies	--
Task 2A – Aquatic Resources Delineation	\$8,085
Task 2B – Biological Technical Report and MSHCP Consistency Analysis	\$7,500
Task 2C – Focused Burrowing Owl Surveys and Report (OPTIONAL)	\$7,300
Task 2D – Narrow Endemic Plant Species Survey (OPTIONAL)	\$3,800
Task 2E – Cultural Resources Assessment	\$10,630
Task 2F – Paleontological Records Search and Summary Memorandum	\$1,420
Task 3 – AB 52 Consultation Assistance	\$3,100
Task 4 – Draft Initial Study/Mitigated Negative Declaration (includes Air Quality Modeling)	\$17,860
Task 5 – CEQA Notices and Public Review	\$2,130
Task 6 – Final Initial Study/Mitigated Negative Declaration and MMRP	\$8,170
Task 7 – Notice of Determination (NOD)	\$780
<b>Total without Optional Tasks</b>	<b>\$60,440</b>
<b>Total with Optional Tasks</b>	<b>\$71,540</b>



*Oak Valley-Summerwind Offsite Sewer Project*

**Agreed and Accepted:**  
**ECORP Consulting, Inc.:**

**Yucaipa Valley Water District:**



Name: Anne Surdzial, AICP

Title: Director of CEQA/NEPA Services

Date: February 26, 2021

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Date:** March 9, 2021

**Prepared By:** Jennifer Ares, Water Resource Manager  
Madeline Blua, Water Resource Specialist

**Subject:** Consideration of Resolution 2021-17 Supporting the Application for the WaterSMART: Small-Scale Water Efficiency Projects Grant from the Bureau of Reclamation

**Recommendation:** That the Board adopt Resolution No. 2021-17.

District staff has prepared a grant with the Bureau of Reclamation for the WaterSMART Small-Scale Water Efficiency Project. The project would expand groundwater monitoring efforts in the Yucaipa Basin. Installing groundwater monitoring telemetry in existing wells will provide a more comprehensive understanding of the local groundwater trends. The attached resolution is required to submit the grant application.



— BUREAU OF —  
RECLAMATION

## WaterSMART Grants: Small-Scale Water Efficiency Projects

Notice of Funding Opportunity No. R21AS00300



U.S. Department of the Interior

January 2021

**RESOLUTION NO. 2021-17****RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT SUPPORTING THE APPLICATION FOR A WATERSMART SMALL SCALE WATER EFFICIENCY PROJECTS FROM THE BUREAU OF RECLAMATION AND COMMITTING THE DISTRICT TO THE FINANCIAL AND LEGAL OBLIGATIONS ASSOCIATED WITH THE RECEIPT OF THE WATERSMART GRANT FINANCIAL ASSISTANCE REQUIREMENTS**

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 mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American people; and

WHEREAS, the Bureau of Reclamation has announced Funding Opportunity Announcement No. R21AS00300 seeking small scale water efficiency projects that conserve and use water more efficiently: mitigate conflict risk in areas at high risk for future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States.

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

1. That the Board of Directors delegates legal authority to the General Manager to enter into a cooperative agreement with the Department of Interior, Bureau of Reclamation for the WaterSMART Grants: Small-Scale Water Efficiency Program.
2. That the Board of Directors hereby authorizes and supports the participation and submittal by the Yucaipa Valley Water District of the grant funding application.
3. That the Board of Directors supports, and the Yucaipa Valley Water District maintains the capability to provide funding and/or in-kind contributions as specified in the grant funding application.
4. That the Board of Directors hereby directs the General Manager to work with the Bureau of Reclamation to meet the established deadlines for entering into a cooperative agreement.

PASSED, APPROVED and ADOPTED this 9<sup>th</sup> day of March 2021.

YUCAIPA VALLEY WATER DISTRICT

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Chris Mann, President Board of Directors

ATTEST:

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Joseph B. Zoba, General Manager



**Date:** June 9, 2020

**Prepared By:** Joseph B. Zoba, General Manager

**Subject:** Discussion Regarding the Schedule for Future Board Meetings

**Recommendation:** That the Board approve the meeting schedule as presented.

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In early 2020, the Board of Directors would conduct regular board meetings on the first and third Tuesdays of the month. On the Tuesday prior to the board meeting, a workshop would be conducted to provide an opportunity to review anticipated material a week prior to the board meeting.

On March 24, 2020, the Board of Directors adopted Resolution No. 2020-16 which established weekly board meetings in response to COVID-19 issues. The Yucaipa Valley Water District is one of the few public agencies that increased the frequency of board meetings to make sure the elected officials and the public are informed about any potential operational issue or related impact during the pandemic.

As agencies look to resume a regular meeting schedule, the District staff proposed maintaining the weekly board meeting schedule to allow the opportunity to quickly bring items to the Board of Directors for your consideration. If additional information or time is needed, an item can usually be continued to the board meeting on the following week.

Assuming online meetings continue, the District staff recommends the following meeting schedule for Calendar Year 2021.

March 9, 2021  
March 16, 2021  
**March 23, 2021 - Cancel Board Meeting**  
March 30, 2021  
April 6, 2021  
April 13, 2021  
April 20, 2021  
April 27, 2021  
May 4, 2021  
May 11, 2021  
May 18, 2021  
May 25, 2021  
June 1, 2021  
June 8, 2021  
June 15, 2021  
June 22, 2021  
**June 29, 2021 - Cancel Board Meeting**  
**July 6, 2021 - Cancel Board Meeting**  
July 13, 2021

July 20, 2021  
July 27, 2021  
August 3, 2021  
August 10, 2021  
August 17, 2021  
August 24, 2021 - Cancel Board Meeting  
August 31, 2021 - Cancel Board Meeting  
September 7, 2021  
September 14, 2021  
September 21, 2021  
September 28, 2021  
October 5, 2021  
October 12, 2021  
October 19, 2021  
October 26, 2021  
November 2, 2021  
November 9, 2021  
November 16, 2021  
November 23, 2021  
November 30, 2021 - Cancel Board Meeting  
December 7, 2021  
December 14, 2021  
December 21, 2021  
December 28, 2021 - Cancel Board Meeting  
January 4, 2022 - Cancel Board Meeting  
January 11, 2022

## **RESOLUTION NO. 2020-16**

### **A RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT REDESIGNATING THE TIME AND PLACE FOR HOLDING REGULAR MEETINGS OF THE BOARD OF DIRECTORS**

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 Ralph M. Brown Act at Section 54954 of the Government Code requires the adoption of a resolution specifying the time and place of regular meetings of the Board of Directors of the Yucaipa Valley Water District ("District"); and

WHEREAS, the District has previously conducted its regular Board meetings on the first and third Tuesdays of each month and its regular workshops on the second and last Tuesday of each month; and

WHEREAS, it is the intent of the Board of Directors by this Resolution to change its regular Board meetings to each and every Tuesday of each month at 4:00 p.m., which meetings shall be conducted telephonically, until further notice, in order to facilitate the Governor's Executive Order N-29-20 issued on March 17, 2020 declaring a State of Emergency in the State of California as a result of the threat of COVID-19 also known as the Coronavirus. A copy of that Executive Order is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Yucaipa Valley Water District as follows:

1. The District's regular Board meetings shall be held telephonically each Tuesday of each month at 4:00 p.m. until further notice and the District's regular Board workshops shall no longer be held until further notice. Special Board meetings may also be noticed from time-to-time.
2. Until further notice and as long as the State of Emergency remains in effect, the regular meetings and any special meetings of the Board of Directors will be held telephonically pursuant to the Governor's Executive Order N-29-20. Board members may participate telephonically and may not be physically present at such Board meetings. The public shall have the right to listen and offer public comment at such telephonic meetings as instructed in the agenda for each such meeting. While not anticipated, such meetings may also be noticed at the Board meeting room at the District's office located at 12770 Second Street, Yucaipa, California 92399. Such meetings may be noticed for another District location from time-to-time as the District, by and through its Board of Directors, Board President or Vice-President or its General Manager, so determines.
3. Such regular Board of Directors' meetings may be adjourned or rescheduled to another date or time or District location to accommodate a holiday, for lack of a quorum or for the convenience of the members of the Board of Directors.



4. This Resolution shall be effective immediately and all previous resolutions, setting the time and place for regular and special meetings of the Board of Directors.

PASSED, APPROVED and ADOPTED this 24<sup>th</sup> day of March 2020.

YUCAIPA VALLEY WATER DISTRICT

ATTEST:

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Chris Mann, President Board of Directors

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Joseph B. Zoba, General Manager



**Date:** March 9, 2021

**Prepared By:** John Wrobel, Public Works Manager

**Subject:** Adoption of the Yucaipa Valley Water District Hazard Mitigation Plan Update

**Recommendation:** That the Board adopts Resolution No. 2021-16 Adopting the 2021 Hazard Mitigation Plan.

Hazard Mitigation Plans (HMP) are developed to reduce disaster losses and break the cycle of disaster damage, reconstruction, and repeated damage. The development of a HMP provides an opportunity to identify risks to reduce damage to lives, property, and the local economy from future disasters.

State, tribal, and local governments are required to develop a Hazard Mitigation Plan as a condition for receiving certain funding for non-emergency disaster assistance.

The District staff along with Sturdivan Emergency Management Consulting has updated our Hazard Mitigation Plan. The plan was submitted to the Mitigation Division of the Federal Emergency Management Agency (FEMA) who has completed their review and determined that the plan is eligible for final approval pending adoption by the Board of Directors.

Upon receipt of the Yucaipa Valley Water District’s resolution adopting the Hazard Mitigation Plan, the FEMA Regional office will give final approval of the plan.



**RESOLUTION NO. 2021-16**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
YUCAIPA VALLEY WATER DISTRICT  
ADOPTING THE 2021 HAZARD MITIGATION PLAN**

WHEREAS, the Yucaipa Valley is subject to various hazards including wildfires, droughts, earthquakes, and floods; and

WHEREAS, the Yucaipa Valley Water District is committed to increasing the disaster resistance of the infrastructure, in the Yucaipa Valley as well as the region; and

WHEREAS, the federal Disaster Mitigation Act of 2000 requires all cities, counties, and special districts to adopt a Local Hazard Mitigation Plan to receive disaster mitigation funding from the Federal Emergency Management Agency (FEMA); and

WHEREAS, the Yucaipa Valley Water District has approved and adopted a Multi-Jurisdictional Hazard Mitigation Plan in participation with other agencies in San Bernardino and Riverside Counties.

THEREFORE, be it resolved by the Board of Directors of Yucaipa Valley Water District adopts the 2021 Hazard Mitigation Plan dated February 26, 2021.

PASSED, APPROVED and ADOPTED this 9<sup>th</sup> day of March 2021.

YUCAIPA VALLEY WATER DISTRICT

\_\_\_\_\_  
Chris Mann, President Board of Directors

ATTEST:

\_\_\_\_\_  
Joseph B. Zoba, General Manager



# Yucaipa Valley Water District

## Hazard Mitigation Plan Update

Hazard Mitigation Plan Update

FEMA Approval Date: 02-26-2021

Date of District Board Approval 03-09-2021

Primary Contact During Development

Sturdivan Emergency Management Consulting

Gary Sturdivan  
909-658-5974

[gsturdivan@icloud.com](mailto:gsturdivan@icloud.com)

Agency Primary Contact: John Wrobel

Yucaipa Valley Water District

(909)-790-7597

[jwrobel@yvwd.us](mailto:jwrobel@yvwd.us)

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## **SECTION 1. - Introduction**

### **1.0 Purpose of the Plan**

Emergencies or disasters may cause death; leave people injured or displaced; cause significant damage to our communities, businesses, public infrastructure, and our environment; and cost tremendous amounts in terms of response and recovery dollars and economic loss.

Hazard mitigation reduces or eliminates losses of life and property. In addition, it can protect critical facilities, reduce exposure to liability, and minimize service disruption. In the past, emergency management has focused primarily on responding after the disasters. After disasters, repairs and reconstruction are often completed in such a way as to simply restore areas to pre-disaster conditions. Such efforts expedite a return to normalcy; however, the replication of pre-disaster conditions results in a cycle of damage, reconstruction, and repeated damage. Hazard mitigation helps to ensure that such cycles are broken and that post-disaster repairs and reconstruction result in a reduction in hazard vulnerability.

While we cannot prevent disasters from happening, their effects can be reduced or eliminated through awareness efforts, preparedness, and mitigation. For those hazards which cannot be fully mitigated, the District must be prepared to provide an efficient and effective response and recovery.

The primary purpose of the updated Local Hazard Mitigation Plan (LHMP) developed by the Yucaipa Valley Water District is to continue to assess the significant nature that may affect the District, evaluate and incorporate ongoing mitigation activities and related programs, determine additional mitigation measures that should be undertaken, and to outline a strategy for implementation of mitigation projects. This plan is an integral part of the District's long-term plan to minimize infrastructure damage from natural disasters. The established mitigation projects provided were identified and reviewed by members of the Districts Safety Planning Committee and lead by Sturdivan Emergency Management Consulting, LLC (SEMC).

District staff, customers, and professionals active in disaster planning, response, and mitigation provided important input in the development of the plan and recommended goals and objectives, mitigation measures, and priorities for actions.

This plan fulfills the requirements of the following programs:

1. Pre-Disaster Mitigation (PDM)
2. Hazard Mitigation Grant Program (HMGP)
3. Flood Mitigation Assistance (FMA) Program
4. NFIP was not used, as YVWD is not a city but a Special District that does not qualify for NFIP

Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5165, was enacted under section 104 of the Disaster Mitigation Act of 2000, P.L. 106-390, provides new and revitalized approaches to mitigation planning. Section 322, in concert with other sections of the Act, provides a significant opportunity to reduce the Nation's disaster losses through mitigation planning and emphasizing the need for State, local and tribal entities to closely coordinate mitigation planning and implementation efforts. A major requirement of the law is the development of local hazard mitigation plans. These plans must be developed and approved by the State of California Governor's Office of Emergency Services (CalOES) and Federal Emergency Management Agency (FEMA) every 5-years for the local jurisdictions to be eligible for Hazard Mitigation Grant Program (HMGP) project funding from State and Presidentially declared disasters that occur after 2001. Local mitigation plans must be reviewed, updated, and re-approved by FEMA every five years to remain eligible. This Mitigation Plan has been updated to meet the requirements of the Act and the regulations established by FEMA.

## **1.1 Community Profile**

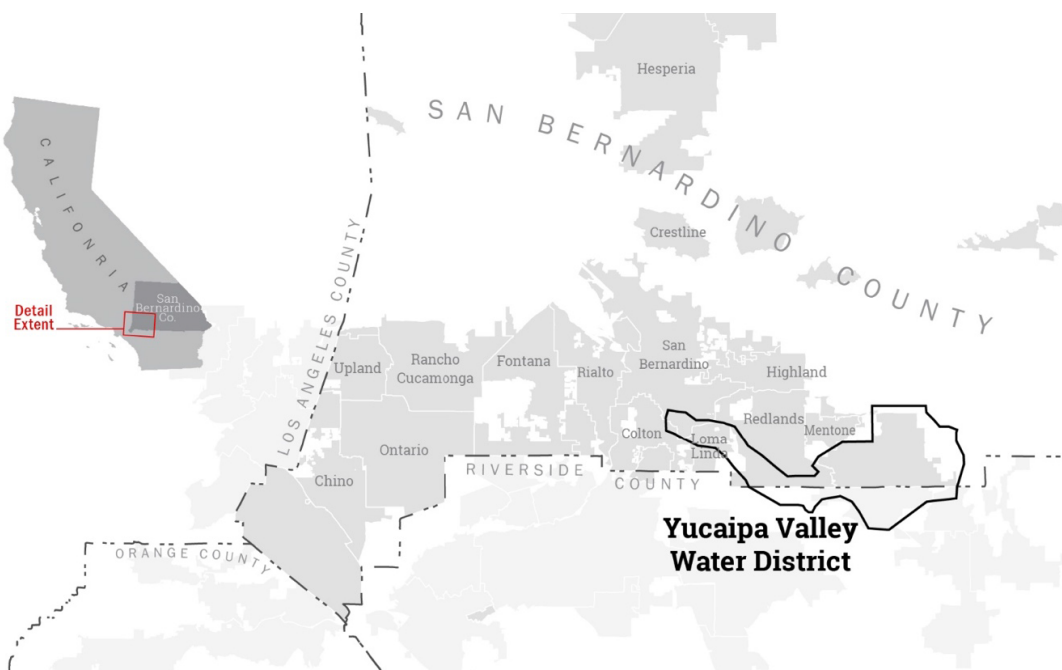
### **1.1.1 Physical Setting**

Located about 75 miles east of the Pacific Ocean, the District is located in San Bernardino and Riverside County. The District is located in the upper portion of the Santa Ana Watershed approximately 40 miles west of Palm Springs, 70 miles east of Los Angeles, and 120 miles north of San Diego in a high elevation valley at the base of the San Bernardino Mountain Range. The Yucaipa Valley, including Calimesa, is situated in a rural area east of Redlands and north of Beaumont and generally consists of the cities of Yucaipa and Calimesa. The District's current service area encompasses approximately 25,742 acres or 40 square miles.

The topography of the area is characterized by alluvial highlands, rolling hills separated by deeply entrenched stream beds, namely, the Yucaipa and Wilson Creeks, with a large mesa to the west. The District includes the incorporated cities of Yucaipa and Calimesa, which are in San Bernardino and Riverside Counties, respectively.

The District's primary service area ranges in elevation from a low elevation of 2,044 feet above sea level to a high elevation of 5,184 feet above sea level. The range in elevation of 3,140 feet within the District requires YVWD to provide water service from 18 separate pressure zones. The sphere of influence expands the acreage to 43,525 acres or 68 square miles.

The District's service area includes two mutual water companies, the Western Heights Water Company and the South Mesa Water Company. The service area of the Western Heights Mutual Water Company is 4.53 square miles (2,902 acres), and the service area of the South Mesa Mutual Water Company is 4.00 square miles (2,561 acres). In the future, the population of Western Heights Mutual Water Company and South Mesa Water Company are expected to have limited growth as compared to the larger service area boundary of the District.



**FIGURE 1.** Yucaipa Valley Water District County Map.

Temperatures in the District range from an average high of 80°F to an average low of 53°F. The record high for the area is 117°F, and the record low is 17°F. The annual average rainfall for the area is 15.6 inches. The climate is characterized by hot, dry summers when temperatures can rise above 100°, and moderate winters, with rare freezing temperatures. A major portion of the precipitation occurs between December and March. Snow in the upper reaches of the area is possible but is not considered an important contributing factor to runoff.

The topography of the area is steep hills and broad, steeply sloping valleys. Wilson Creek divides into three main tributaries, with Gateway Wash as the north fork, Oak Glen Creek the south fork, and Wilson Creek located between the two. The central area of Yucaipa is divided into two main drainage systems, which are the area drained by Chicken Springs Wash (a tributary of Wilson Creek), and the area drained by Yucaipa Creek, which is a tributary to Wildwood Creek. Wildwood Creek flows westerly through the southern portion of the watershed and joins Wilson Creek. The watershed also includes several additional areas. They are an area tributary to Mill Creek, a large natural area in the easterly portion which is tributary to Little San Gorgonio Creek, a relatively small area adjacent to the southerly limits (tributary to the County Line Channel) whose flows go southwesterly into Riverside County, a relatively small area in the easterly limits along the San Bernardino Freeway (I-10) (and drains into the City of Redlands), and a relatively small area in the northeasterly portion which is tributary to the unincorporated area of Crafton.

### 1.1.2 History

Yucaipa Valley Water District was formed as part of a reorganization pursuant to the

Reorganization Act of 1965, being Division I of Title 6 of the Government Code of the State of California. This reorganization consisted of the dissolution of the Calimesa Water Company and formation of Improvement District No. 1 of YVWD as successor-in-interest thereto, and the dissolution of Improvement District "A" of the San Bernardino Valley Municipal Water District and the formation of Improvement District "A" of YVWD as successor-in-interest thereto. On September 14, 1971, the Secretary of State of the State of California certified and declared the formation of the District.

The District operates under the County Water District Law, being Division 12 of the State of California Water Code. Although the immediate function of the District at the time was to provide water service, service to residential, commercial, and industrial customers are provided as well. These services include potable water service, drinking water treatment, recycled water service, sewer collection, sewer treatment, and salinity elimination.

### **1.1.3 Demographics**

As mentioned above, the Yucaipa Valley Water District serves two counties, which divides the two cities it serves. Yucaipa is located in San Bernardino, and Calimesa is within Riverside County boundaries. Demographic consistency is represented between the two counties and cities served by the District. San Bernardino County averages 3.68 people per household. Riverside County similarly averages 3.61.

### **1.1.4 Population**

According to the Districts 2015 Urban Water Management Plan, the District served a total population of 53,254: approximately 49.2% male and 50.8% female. The median age was 38 years. Twenty-seven percent of the population was under 19 years, and 15.6 % was 65 years and older.

### **1.1.5 Existing Land Use**

Based upon current land-use policies of the cities and counties within the boundaries of the District, the District projects that the undeveloped land within its boundaries will continue to be developed. The estimated population of the District in the year 2040 will be approximately 77,851. This includes portions of Yucaipa and Calimesa.

Approximately 49.8% of the land within the boundaries of the District are currently undeveloped, less than 1% of District water sales are to agricultural water users. The existing land uses within the District were initially mapped based on field trips to the area and aerial photos of the District's current development. However, the uses of the land and planning is not a YVWD function but a function of the City of Yucaipa, Calimesa, San Bernardino, and Riverside Counties.

The District operates with 18 pressure zones due to the range in elevation of 3,140. The operation of the system becomes intricate if dealing with unexpected environmental factors. Within the various land use areas, equal attention was directed to special areas vulnerable to



risks:

All facilities listed below are vulnerable to drought, earthquakes, floods, and wildfire.

**Table 1.** Facility Vulnerability List

Facility	Drought	Earthquake	Flood	Wildfire
Administrative Office		✓	✓	
Wastewater Plant	✓	✓	✓	✓
Water Filtration Facility	✓	✓	✓	✓
Wells	✓	✓	✓	✓
Reservoirs	✓	✓	✓	✓
Pump Stations	✓	✓	✓	✓
Lift Stations	✓	✓	✓	✓

### 1.1.6 Development Trends

Strategically located 75 miles east of Los Angeles, the Yucaipa area offers potential development opportunities. Since the last update to the LHMP, the building of track homes has been limited. Most of the new homes in the District are custom homes in established areas where water and sewer mains are already in place, or the lines have been extended into the new area. Since 2011 there has been development in hazard prone areas, therefore has been a slight increase in vulnerability. The YVWD does not approve of any of the new buildings in the service area. This function is done by the City of Yucaipa, City of Calimesa, San Bernardino County, and Riverside County. The only required by the District is a 'Will Serve Letter' for water and wastewater service.

### 1.1.7 Water Development Trends

Water facilities required to accommodate new development will consist of the following components:

- Source of Supply
- Booster Pumping Plants
- Pipeline Facilities
- Water Storage Reservoirs
- Water Treatment Plants or expansion of current facilities
- Wastewater treatment plants or expansion of current facilities
- Sewer Collection Facilities

Major development will occur mostly in the Calimesa area of the District. Summer wind, Mesa Verde, and Oak Valley Partners. The dual plumbed developments will yield approximately 5,000 more single-family dwelling units along with additional commercial retail businesses. This update will afford added ability to heavily concentrate on the strategic development of

targeted land use, circulation, air quality, infrastructure and public facilities, and open space and conservation elements.

Project costs for pipeline facilities and water storage reservoirs will be based on costs associated with each development, adjusted to current cost levels. Project costs for booster pumping plants will be based on current cost estimates. Project costs for a source of supply facilities will be based on costs provided by the District, which reflect actual or projected costs.

### Equivalent Dwelling Units (EDUs)

YVWD has experienced significant growth in the last 20 years, as with many areas in San Bernardino and Riverside County. Within the last two years, Yucaipa and Calimesa's growth has increased significantly after 8-years of the Great Recession in the United States.

As captured in the 2015 Yucaipa Valley Water District's Urban Water Management Plan, the District projects growth within each category listed above. While water use efficiency is always at the forefront of District goals, the development will promote an increase in water use. From 2015 to 2040, the District projects the following increase to the drinking water sectors.

**Table 2.** YVWD 2015 UWMP

Water Use (AF)	2015	2040	% Increase
Single Family	6,548.6	8,522	30
Multi-Family	1,050.34	1,317	25
Commercial	298	358	20
Construction Water	30.03	34	13
Industrial	50.05	79	58
Institutional	149.61	212	42
Landscape Irrigation	456.88	668	46

**SECTION 2. - Plan Adoption**

**2.1 Adoption by Local Governing Body**

The Yucaipa Valley Water District is part of the San Bernardino Operational Area Multi-Jurisdictional Hazard Mitigation Plan.

Pursuant to the mitigation planning regulations, Yucaipa Valley Water District’s Plan will be submitted to the California Office of Emergency Services (Cal EOS) for review and approval. Cal OES will conduct a review of the Plan in accordance with the Code of Federal Regulations; once this review is complete and any revisions are made, CalOES will forward the plan to FEMA for another review and revisions, as FEMA requires. CalOES will notify the District when FEMA has approved the final LHMP. The final approval letter of approval will be pending adoption by the District’s Board of Directors. The Board of Directors Resolution will be sent to CalOES, and CalOES will submit the Resolution to FEMA. SEMC will send a copy of the LHMP and Resolution to the County of San Bernardino Office of Emergency Services and the County of Riverside Office of Emergency Management.

**2.2 Promulgation Authority**

This Hazard Mitigation Plan will be adopted by the YVWD elected Board of Directors, following approval of the plan by CalOES and FEMA:

**Table 3.** YVWD Board of Directors.

Board of Director	Division
Christopher Mann (President)	One
Bruce Granlund (Vice President)	Two
Jay Bogh (Director)	Three
Lonni Granlund (Director)	Four
Joyce McIntire (Director)	Five

**2.3 Primary Point of Contact**

The Point of Contact listed below:

John Wrobel, Public Works Manager  
 Yucaipa Valley Water District  
 909-797-5117 (Office)  
[jwrobel@yvwd.dst.ca.us](mailto:jwrobel@yvwd.dst.ca.us)

Gary Sturdivan, SEMC Consultant  
 909-658-5974  
[gsturdivan@me.com](mailto:gsturdivan@me.com)

### **SECTION 3. - Planning Process**

This section documents the planning process used to review and compile information that leads to an effective LHMP. A comprehensive description of the planning process informs citizens and other readers how the plan was developed and provides a permanent record of how decisions were reached. These decisions can be understood, reconsidered, replicated, or modified in future updates. An integral part of the planning process is documentation of how the public was engaged throughout the process.

This LHMP was completed with the coordination and involvement of the Yucaipa Valley Water District staff and representatives from the City of Yucaipa and local water agencies. These team members have a vested interest in the performance and resiliency of the YVWD. The consultant contacted the City of Yucaipa, Western Heights Water District, San Bernardino Municipal Water District, and San Bernardino County OES by phone. All agreed to give input into the LHMP by reviewing the YVWD's draft LHMP and give comments on the document. There were no comments on the LHMP. San Bernardino County Fire OES did give the team input on past events and hazard mapping.

San Bernardino County Office of Emergency Services reviewed the plan and the contents of this plan for items that should be included from the County MJHMP. San Bernardino County Fire OES supplied hazard maps that are included in this document.

This section includes a list of the Planning Team Members, a summary of the meetings held, coordination efforts with the surrounding communities/groups, and public outreach efforts.

#### **3.1 Preparing for the Plan**

The Planning Team reviewed FEMA's "Hazard Mitigation Plan Crosswalk," the San Bernardino County HMP, and the City of Yucaipa HMP and Yucaipa Valley Water District's past LHMP.

The consultant completed a FEMA Hazard Profile of the area. All the maps included in the Yucaipa Valley Water District's LHMP were revised and are included in the District's LHMP. The Hazard Profile maps were used in the planning meetings to show past flood areas, earthquakes, flash floods, and other disasters that have affected the area. Other written documentation of past events was also reviewed. The team discussed the different events that have happened in the community, such as flash flooding, earthquakes, windstorms, power outages, and freezing events. Members of the planning team have been longtime residents of the community and have lived through many of these emergency events.

The planning process consisted of:

- Documenting past events
- Incorporating data

- Engaging the Planning Team
- Posting the meeting agendas, meeting minutes, and draft LHMP onto the District’s website and asking for public input and comments on the planning process
- Sharing information at the monthly Board of Directors meetings
- Conducting public outreach

During the planning process, the Planning Team utilized the following plans to gain information on the hazards facing the area and mitigation goals of the County of San Bernardino and Riverside Counties.

The planning process consisted of:

**Table 4.** Plans Reviewed by Team

<u>Study Plan</u>	<u>Key Information</u>
Twentynine Palms Water District, approved LMHP	Layout of an LHMP for water agencies
County of Riverside, Approved LHMP	Hazard Identification, Mitigation measures
San Bernardino County HMP	Mitigation measures and goals, Hazards,
USGS Golden Guardian 2008	Earthquakes, affects, planning
San Bernardino Municipal Water Departments Approved HMP	Land use for area, future projects
2018 California HMP	Goals for the State of California
City of Yucaipa, Approved HMP	Gain information
FEMA Flood Insurance Study for S.B. County	Flood history

**Table 5.** Financial Resources for future Mitigation projects.

Local	Revenues	Amount
The District’s Budgets and Financial Planning Documents	Water sales, new construction	Varies from year to year
FEMA Grants	None	None
State Revolving Funds Draft application	None	None
Prop 1 Funding	None	None

FEMA Mitigation Grants	District has not applied for FEMA funding in the past	As funding and approval are obtained
Future Budget Funds Considerations	Water Sales	Varies as funding is available each year

Drafting the Hazard Mitigation Plan was accomplished in 8 Phases:



**Figure 2.** Flow chart for developing a Hazard Mitigation Plan.

**3.1.1 The Planning Team**

The Planning Team compiled information and reviewed this LHMP under the authorization of the District. The Planning Team members include:

Planning Team Committee members:

John Wrobel  
 Title: Public Works Manager  
 Description of Involvement: Internal Planning Team Member

John has been employed by Yucaipa Valley Water District since October of 1998. His role with the District over the 20 years has evolved from a field worker in Wastewater Collections, Water Distribution, and Industrial Pretreatment, then to management roles as Environmental Control Manager and now manage the Water Distribution, Wastewater Collections, Industrial Pretreatment, Recycle Water, and Brine Disposal as the Public Works Manager. His education, training and certification includes; Bachelors of Science Degree in Business Administration, California Water Environment Association (CWEA) Collection System Maintenance Grade 4, (SWRCB) Water Distribution Operator Grade 1,, California commercial drivers license, Ham radio technician (KK6ABA), CPR,

AED, first aid and FEMA/NIMS courses.

Ms. Jennifer Ares

Water Resources manager

Description of Involvement: Internal Planning Team Member

Jennifer Ares has been with the District for ten years and is involved in many aspects of the District as the Water Resource Manager. Ms. Ares participates in the Safety Committee for the District. In addition, Ms. Ares completed the City of Yucaipa's CERT training in order to become more prepared in her local community while also preparing for District projects and programs related to natural disaster planning.

Matt Porras

Implimentation Manager

Description of Involvement: Internal Planning Team Member

Matt has been employed by Yucaipa Valley Water District since October of 2012. His role with the District over the 7 years has evolved from a field worker in water distribution to a management role in administration. His education, training and certification includes; Bachelors of Arts Degree in Business Management, State Water Resource Control Board (SWRCB) Water Distribution Operator Grade 4, SWRCB Water Treatment Operator Grade 2, California Water Environment Association Collection System Maintenance Grade 1, California commercial drivers license, Ham radio technician (KK6WKI), CPR, AED, and first aid, various FEMA NIMS courses and Community Emergency Response Team (CERT) training.

Mr. Matt Flordelis

Public Works

Description of Involvement: Internal Planning Team Member

Mr. Matt Hendrickson

Water Treatment Operator

Description of Involvement: Internal Planning Team Member

Ms. Chelsie Fogus

Engineering Technician

Description of Involvement: Internal Planning Team Member

Mr. Todd Madrid

Public Works

Description of Involvement: Internal Planning Team Member



Mr. Gary Sturdivan  
CEO/Owner SEMC  
Description of Involvement: Internal Planning Team Lead

Mr. Sturdivan, as a consultant to the District, is the Project Team Leader for the LHMP. Mr. Sturdivan develops the agendas for each LHMP meeting, leads the discussions, compiles the meeting minutes and other information for public comment, and prepares draft text for the LHMP. Mr. Sturdivan provides informational updates to the District's Board of Directors and incorporates the Board's comments into the planning process and LHMP. Mr. Sturdivan has extensive knowledge of Mitigation Planning, Grant Funding, and Emergency Management. Mr. Sturdivan worked in the water industry for 25 years.

### **3.2 Coordination with other jurisdictions, Agencies, and Organizations**

The Consultant first called the reviewers and asked for their help. The Consultant electronically sent the draft document to each reviewer and gave each a week to make comments. Residents were informed and invited to participate in the meeting and come to the Board meetings. The information was posted on the District's Face Ook page monthly and listed the link to the Districts Website, where the draft HMP was posted.

The Planning Team participated in monthly meetings to coordinate efforts, provide input, and receive support for the LHMP. The support included receiving technical expertise, resource materials, and tools. The District facilitated the LHMP process and provided information to follow FEMA requirements for the program. The tools, resource materials, and other project related information are maintained on a project portal on the District's website [www.ihhcwd.com](http://www.ihhcwd.com), which allowed access to the information by all participants and the public. All Draft LHMP's were posted on the District's Website, and a statement was posted on FaceBook, letting the customers know how to get to the plan. Mr. Gary Sturdivan's contact information was on each document for questions and concerns. The YVWD LHMP Planning Team reviewed the document and made corrections or voiced concerns to the consultant. These comments were discussed at the next Team meeting, and corrections were then made to the document.

### **3.3 Public Involvement/Outreach**

The Planning Team participated in monthly meetings on Zoom to coordinate efforts, provide input, and receive support for the LHMP. The draft LHMP was provided to the public during a 30-day review for the comments period, as required by FEMA. The LHMP was posted on the District's Website for a 30-day review period ([www.yvwd.us](http://www.yvwd.us)). All comments on the LHMP were sent to the consultant, as the consultants contact email address and phone number are listed as the contact on the draft LHMP

The Appendices provide details of the public involvement process such as the meeting dates, purpose, agendas, sign-in sheets, and public comments, as well as a screenshot of the webpage showing requests for public participation, will be attached to the copy of the LHMP to will be sent to CalOES and FEMA only as these comments are private information.

### **3.4 Assess the Hazards**

A critical component of the LHMP process is to assess the likely hazards that may impact the District's facilities and operations. It is important to have a thorough understanding of these hazards without over-analyzing remote or highly unlikely hazards.

This LHMP has been developed through an extensive review of available information on hazards the District has faced in the past and most likely will face in the future. The Planning Team reviewed and discussed items that have happened in the State of California as well as disasters that have happened in the District's service area and in Southern California. The Team reviewed documents such as engineering drawings, photographs, and available geotechnical and geologic data both from the Internet and outside sources such as FEMA Hazard Mapping, Los Angeles County hazard maps, and documents.

The Planning Team completed the assessment of the various hazards in a group setting. The Team members have many years of personal experience working in the local area and many working in a water utility. Team members know the history of past hazardous or emergency events, such as the Hector Mine 7.1 magnitude earthquake of 1999 and the Big Bear 6.5 magnitude earthquake of 1992.

### **3.5 Set Goals**

The Planning Team set the goals for the 2020 LHMP. The team members understand the issues facing the Department with respect to the Department's Mission Statement. Our mission is Yucaipa Valley Water District is committed to professionally managing the precious water, sewer, and recycled water resources of the Yucaipa Valley in a reliable, efficient, and cost-effective manner in order to provide the finest service to our customers, both present and future.

The process of identifying mitigation goals began with a review and validation of damages caused by specific hazards at similar agencies in the surrounding area. Damages to other agencies outside the area were also considered. In addition, the Planning Team estimated damages using engineering budget estimates for anticipated response and replacement costs. The Planning Team completed an assessment of the likelihood and damages for each identified hazard and discussed whether each of the mitigation goals was valid. This discussion led to the opportunity to identify new goals and objectives for mitigation in the LHMP. From this, the Planning Team determined the best mitigation goals to reduce or avoid long-term vulnerabilities.

### **3.6 Review and Propose Mitigation Measures**

A wide variety of mitigation measures that can be identified to help reduce the impact of the hazards or the severity of damage from hazards was examined. The projects were identified to help ensure the implementation of the Planning Team's goals and objectives. The following categories were used in the review of possible mitigation measures:

1. Public Information and Education - Outreach projects and technical assistance.
2. Preventive Activities - Zoning, building codes, stormwater ordinances
3. Structural Projects - Detention basins, reservoirs, road and bridge improvements
4. Property Protection - Acquisition, retrofitting
5. Emergency Services - Warning, sandbagging, road signs/closures, evacuation
6. Natural Resource Protection - Wetlands, protection, best management practices.

Throughout the discussions, the Safety Committee focused on the mitigation aspects recommended by FEMA in STAPLEE (Social, Technical, Administrative, Political, Legal, Economical, and Environmental) to arrive at their opinions. The Planning Team then prioritized the individual mitigation measures considered the most appropriate for the District.

Based on STAPLEE, the Planning Team addressed the following questions to determine mitigation options:

**Does the Action:**

1. Solve the problem
2. Address Vulnerability Assessment?
3. Reduce the exposure or vulnerability to the highest priority hazard
4. Address multiple hazards?
5. Address more than one (1) Goal/Objective?
6. Benefits equal or exceed costs?

**Can the Action:**

1. Be implemented with existing funds?
2. Be implemented by existing state or federal grant programs?
3. Be completed within the 5-year life cycle of the LHMP?
4. Be implemented with currently available technologies?

**Will the Action:**

1. Be accepted by the community?
2. Be supported by community leaders?
3. Adversely impact segments of the population or neighborhoods?
4. Result in legal action such as a lawsuit?
5. Positively or negatively impact the environment?

**Is there:**

1. Sufficient staffing to undertake the project?
2. Sufficient funds to complete the project?
3. Existing authority to undertake the project?

### **3.7 Draft Local Hazard Mitigation Plan**

The District's consultant-led the Planning Team and prepared the draft LHMP with input from the Planning Team, Board of Directors, and the public. The Planning Team reviewed and commented on the draft LHMP, and subsequent changes were made before the LHMP was finalized and adopted by the Board of Directors. All meeting agendas, meeting minutes, and

draft documents were posted on the District's website. Notices were sent to all water customers in the service area, stating that all LHMP documents were posted on the website and asked for comments. Each board meeting was opened with a public comment period. The consultant, Gary Sturdivan, addressed all comments and concerns.

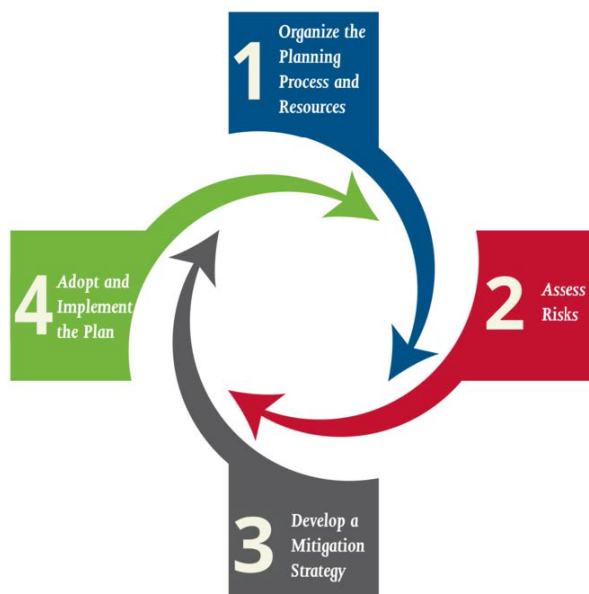
The LHMP was reviewed in comparison to the FEMA-designed Review Tool. The Review Tool links the federal requirements and identifies the sections in the LHMP where the information can be found, and provides a rating as to the level of compliance with the federal regulations.

### **3.8 Adopt the Plan**

After the public review, the draft plan will be submitted to the State of California OES for review. Once the State has approved the LHMP, the document will be sent to FEMA by the State. FEMA will provide the District with an "Approval Pending Adoption" letter when the Hazard Mitigation Plan update meets all federal requirements. Upon receipt of this letter, the final plan will be posted on the District's Website for a 20-day public comment period and then submitted to the Yucaipa Valley Water Board of Directors for consideration and adoption. Once adopted, the final Resolution will be submitted to FEMA for incorporation into the Hazard Mitigation Plan, and a copy of the resolution will be sent to CalOES and FEMA. A copy of the final LHMP will be delivered to San Bernardino County of Emergency Services and the Riverside County Office of Emergency Management.

## SECTION 4. - Risk Assessment

FEMA defines the risk assessment process as a multi-step effort in “Understanding Your Risks: Identifying Hazards and Estimating Losses (FEMA 2001). The risk assessment process provides the foundation for the rest of the mitigation planning process. The four basic components of the risk assessment are: 1) identify hazards; 2) profile hazard events; 3) inventory assets; and 4) estimate losses. This process measures the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards by assessing the vulnerability of people, buildings, and infrastructure to natural hazards. While many data sources and tools are available at various levels of government, academia, and the private sector, several options are listed below as a starting point for use in conducting a multi-hazard risk assessment. (see figure 3).



**Figure 3.** Risk Assessment Process

The risk assessment approach for YVWD is composed of these four steps, and each step is organized in a separate subsection of Chapter 4. Section 4.1 (step 1) includes hazard identification and screening. Even though a particular hazard may not have occurred in recent history in the study area, all hazards that may potentially affect the study area are considered. During this process, all hazards that are unlikely to occur or for which the risk of damage is accepted as very low are eliminated from consideration. All reasonable possible hazards affecting the study area are considered and ranked by the Planning Team and stakeholders. Section 4.2 (step 2) provides a profile for each of the significant hazards identified during the screening process. In general, hazard profiling is accomplished by describing hazards in terms of their natural history, magnitude, frequency, location, and probability. Hazards are identified through the collection of historical and anecdotal information, review of existing plans and studies, and preparation of hazard maps of the study area. Hazard maps are used to determine the geographical extent of the hazard and define the approximate boundaries of areas of risk. Wherever possible, the profile includes a discussion of local characteristics and

possible impacts on the community. Section 4.3 (step 3) discusses the process of creating an inventory of the District's critical facilities and infrastructure that may be affected by hazard events. This step includes a comprehensive information gathering and prioritization process essential to perform the vulnerability assessment and loss estimation. Section 4.4 (step 4) presents the methodologies and results of loss estimation for the key hazards identified in step 2.

#### **4.1 Hazard Identification**

The Planning Team discussed potential hazards and evaluated their probability of occurrence. The following subsections describe this process and the results. The American Water Works J-100 RAMCAP to help identify the hazards and rank the hazards.

##### **4.1.1. Hazard Screening Criteria**

The intent of screening the hazards is to help prioritize which hazards create the greatest concern to the Department. A list of the natural hazards to consider was obtained from the Federal Emergency Management Agency's State and Local Mitigation Planning How-to Guide: Understanding Your Risks (FEMA 386-1). The Planning Team used the Stafford Act and the California Emergency Service Act and guidance from the American Water Works Association standards, G-440 and J-100 RAMCAP. Each risk was ranked with a 1 – 4: with (1) being a "Highly Likely" event, (2) being "Likely" (3) being "Somewhat Likely" event, and (4) being "Least Likely" event. The Planning Team reviewed each hazard on the list using their experience and historical data pertaining to each hazard and developed the following ranked list. Even though Windstorms and Dam Inundation ranked three, these two items are not covered because windstorms cause power outages and PSPS. The District has backup generators at the most critical sites. Dam Inundation only affects the District 'Brine line' in the south San Bernardino area. Losing the 'Brine Line' does not impede the District's critical facilities.

Hazards:

- Earthquake = 1
- Wildfires = 1
- Climate Change/Drought = 1
- Flooding = 2
- Windstorms = 3
- Dam Inundation = 3



The following natural hazards were considered not to affect or not to be a risk to the utility Department and were given a ranking of 4 or not applicable to the Utility Department’s location.

- Volcanoes
- Tsunami
- Landslide

**4.1.2 Hazard Assessment Matrix**

The Planning Team used a qualitative ranking system for the hazard screening process consisting of generating a high/medium/low style rating for the probability and impact of each screened hazard.

- For **Probability**, the ratings are: Highly Likely, likely, or Somewhat Likely
- For **Impact**, the ratings are: Catastrophic, Critical, or Limited

The screening assessment matrix is used for the District’s hazards. The hazards have been placed in the appropriate/corresponding box/cell of the corresponding “Hazard Matrix” based on the Planning Team’s collective experience. A subset of this group of hazards is used for the prioritization of the hazards in the following section.

**Table 6.** Screening Assessment Matrix.

	<i>Impact</i>			
		<b>Catastrophic</b>	<b>Critical</b>	<b>Limited</b>
<i>Probability</i>	<b>Highly Likely (1) (75 – 100%)</b>	Earthquake Wildfires	Climate Change/Drought	
	<b>Likely (2) (50-75%)</b>		Flooding	
	<b>Somewhat Likely (3) (50 – 75%)</b>			Windstorms Dam Inundation

### 4.1.3 Hazard Prioritization

By combining the Hazard Assessment Matrix above showing 1) probability and 2) impact for each screened hazard and indicating the potential for implementing mitigation measures to reduce the risk, a prioritized ranking of the hazards was developed.

## 4.2 Hazard Profile

This plan is an update of the 2005 YVWD Hazard Mitigation Plan (HMP). Although it is an update, this document has been redesigned so that it looks, feels, and reads differently than the original. That is due to several factors; new hazard information has become available that drives new definitions of risk, new capabilities are now available, and the new format will allow readers to more easily understand the content. In addition, the 2005 HMP included several action items that have been completed, creating an opportunity for developing new mitigation strategies.

## 4.3 Hazard Definition for Earthquake

Probability: **Highly Likely**

Impact: **Catastrophic**

Priority: **High**

An earthquake is a sudden, rapid shaking of the Earth caused by the breaking and shifting of rock beneath the Earth's surface. For hundreds of millions of years, the forces of plate tectonics have shaped the Earth as the huge plates that form the Earth's surface move slowly over, under, and past each other. Sometimes the movement is gradual. At other times, the plates are locked together, unable to release the accumulating energy. When the accumulated energy grows strong enough, the plates break free, causing the ground to shake. Most earthquakes occur at the boundaries where the plates meet; however, some earthquakes occur in the middle of plates.

Ground shaking from earthquakes can collapse buildings and bridges; disrupt gas, electric, and phone service; and sometimes trigger landslides, avalanches, flash floods, fires, and huge, destructive ocean waves (tsunamis). Buildings with foundations resting on unconsolidated landfill and other unstable soil and trailers and homes not tied to their foundations are at risk because they can be shaken off their mountings during an earthquake. When an earthquake occurs in a populated area, it may cause deaths and injuries and extensive property damage.

Earthquakes strike suddenly, without warning. Earthquakes can occur at any time of the year and at any time of the day or night. On a yearly basis, 70 to 75 damaging earthquakes occur throughout the world. Estimates of losses from a future earthquake in the United States approach \$200 billion.

There are 45 states and territories in the United States at moderate to very high risk from earthquakes, and they are in every region of the country. California experiences the most frequent damaging earthquakes; however, Alaska experiences the greatest number of large

earthquakes--most located in uninhabited areas. The largest earthquakes felt in the United States were along the New Madrid Fault in Missouri, where a three-month-long series of quakes from 1811 to 1812 included three quakes larger than a magnitude of 8 on the Richter Scale. These earthquakes were felt over the entire Eastern United States, with Missouri, Tennessee, Kentucky, Indiana, Illinois, Ohio, Alabama, Arkansas, and Mississippi experiencing the strongest ground shaking.

#### **4.3.1 Geologic Setting**

Yucaipa is located in a tectonically active region near the boundary of the Pacific and American crustal plates. This boundary is generally marked by the San Andreas Fault Zone, which extends through the northeastern portion of the District. The San Andreas system of faults exhibits predominantly right strike-slip movement (i.e., horizontal displacement to the right when viewed across the faults), whereby the Pacific Plate moves relatively northwest with respect to the continent. This active tectonic environment has strongly influenced the geologic and physiographic history of the District.

The valley region of San Bernardino County incorporates portions of two major physiographic provinces delineated by tectonic structures--the Transverse Ranges and Peninsular Ranges provinces. The Transverse Ranges province is a structurally complex region of east-west trending mountain ranges and valleys separated by faults. The east-west orientation of structural and physiographic features in this province is unique in California (and in much of North America) and is in marked contrast to the generally north-south trend of adjacent provinces. The origin of this unique orientation is uncertain, with the most probable explanation related to rotational stress fracturing from strike-slip (horizontal) movement along the San Andreas Fault Zone. The combined effects of movement along the San Andreas Fault Zone and the formation and displacement of transverse (east-west) faults have splintered much of the province into a series of small, mobile, crustal blocks. Compressive forces related to displacement along the San Andreas Fault Zone have uplifted a number of these crustal fragments, producing the current topographic profile. These compressive forces are ongoing, with the uplift of both the San Gabriel and San Bernardino Mountains continuing up to the present. This has resulted in the level alleviated basins and relatively down-dropped crustal blocks, which define the current topographic configuration of Yucaipa.

Geologic formations in the District may be grouped into three main categories--alluvium, gneiss/schist and sandstone. The majority of the District rests on alluvial deposits comprised of gravelly, river-washed material located on the "flatlands" and benches. These areas are further differentiated into older and younger alluvial deposits. Older deposits consist of alluvial fan conglomerate called "fanglomerate" and other decomposed clay-rich alluvium.

Younger deposits are generally associated with the river wash areas near Oak Glen Creek and Yucaipa Creek. The rugged Crafton Hills and eastern hills are mainly comprised of gneiss/schist formations, which include such minerals as quartzite and marble. This metamorphic rock is distinctive in its multiple folded layers and coarse grain. Sandstone comprises the hilly area at the northern District limits and includes the Yucaipa ridge landform to the north of the District. This sandstone formation is composed of lithified

(hardened) non-marine conglomerates and some limestone.

Liquefaction is a process whereby water-saturated ground loses coherence and takes on a quicksand-like consistency when shaken by a seismic event. This is possible when groundwater is within approximately 40 feet of the surface, faults exist in the vicinity, and geologic formations with a granular nature are present. Such a potential does exist in Yucaipa. Groundwater levels have been determined, through the monitoring of wells in the area, to range historically between over 300 feet and less than 40 feet below the surface of the ground. These levels can fluctuate by as much as 50 feet during a single season. Although the groundwater levels have generally dropped since monitoring began early this century, some areas in the vicinity of Oak Glen Creek, Wilson Creek, and Wildwood Canyon have had groundwater levels within 40 feet of the surface as recently as 1984. As described in the preceding discussion of geologic factors, faults, and granular (alluvium), soil formations do occur in the District. The potential for liquefaction fluctuates with the water table.

#### **4.3.2 Previous Occurrences for Earthquake**

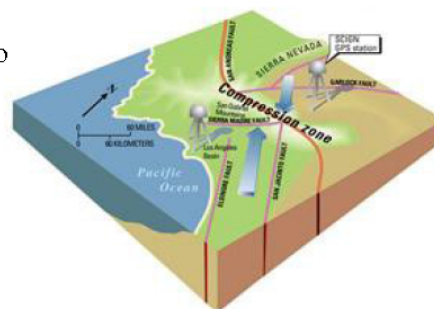
The earthquakes of California are caused by the movement of huge blocks of the earth's crust—the Pacific and North American plates. The Pacific plate is moving northwest, scraping horizontally past North America at a rate of about 50 millimeters (2 inches) per year. About two-thirds of this movement occurs on the San Andreas Fault and some parallel faults—the San Jacinto, Elsinore, and Imperial faults. Over time, these faults produce about half of the significant earthquakes of our region, as well as many minor earthquakes.

The last significant earthquake on the Southern California stretch of the San Andreas Fault was in 1857, and there has not been a rupture of the fault along its southern end from San Bernardino to the Salton Sea since 1690. It is still storing energy for some future earthquakes. Southern California has thousands of smaller earthquakes every year. A few may cause damage, but most are not even felt. And most of these are not on the major faults listed above. Earthquakes can occur almost everywhere in the region on more than 300 additional faults that can cause damaging earthquakes and countless other small faults.

Of the 119 California earthquakes cited in the list (below), the District is in the area of the potential effect of 28 of them. This means that 24 percent of these earthquakes either had the opportunity to produce some damage to the District or may have produced injuries, fatalities and damages to surrounding communities.

This is mostly due to the "big bend" of the San Andreas fault, from the southern end of the San Joaquin Valley to the eastern end of the San Bernardino mountain (see figure, "Big Bend" at right).

**Figure 4 - "Big Bend"** Where the fault bends, the Pacific and North American plates push into each other, compressing the earth's crust into the mountains of Southern California and creating hundreds of additional faults (many more than shown in the fault map). These faults produce thousands of small earthquakes each year, and the other half of our significant earthquakes. Examples include the 1994 Northridge and 1987 Whittier Narrows earthquakes.



A schematic block model of Southern California showing the motion of the Pacific and North American plates, and the big bend of the San Andreas fault where the plates squeeze together.

**Table 7.** California Earthquakes.

Y/M/D	Location	Magnitude
*2019 07 06	Ridgecrest	M 7.1
2014 08 24	South Napa	M 6.0
2014 03 28	Greater Los Angeles Area, La Habra California	M 5.1
2011 04 05	Sierra El Mayor Earthquake (Northern Baja California)	M 7.2
2011 03 16	Near Pico Rivera, Los Angeles Basin	M 4.4
2011 01 10	Gorda Plate Earthquake	M 6.5
2011 01 10	Offshore Northern California	M 6.5
*2010 04 04	Delta, Baja California, Mexico	M 7.2
2009 06 08	San Francisco Bay Area, California	M 3.5
2009 05 18	Greater Los Angeles Area, California	M 4.7
2009 04 30	Northern California	M 3.5
2009 03 30	Northern California	M 4.3
2009 03 08	San Francisco Bay area, California	M 3.5
2009 01 09	Greater Los Angeles Area, California	M 4.5
2008 07 29	Greater Los Angeles area, California	M 5.5
2008 04 30	Northern California	M 5.4
2007 10 31	San Francisco Bay Area, California	M 5.6
2007 08 09	Greater Los Angeles area, California	M 4.4

2007 07 20	San Francisco Bay area, California	M 4.2
2007 07 02	Central California	M 4.3
2007 05 09	Offshore Northern California	M 5.2
2006 10 20	Northern California	M 4.5
2005 09 22	Central California	M 4.7
2005 06 17	Off the Coast of Northern California	M 6.6
2005 06 16	Greater Los Angeles Area, California	M 4.9
2005 06 15	Off the Coast of Northern California	M 7.2
2005 06 12	Southern California	M 5.2
2005 05 06	Central California	M 4.1
2004 09 28	Central California	M 6.0
2004 05 30	Pine Mountain Club, California	M 3.0
2003 12 22	San Simeon, California	M 6.6 Fatalities 2
2003 10 19	near Orinda, California	M 3.5
2003 10 07	near Imperial Beach, California	M 3.6
2003 09 13	near Simi Valley, California	M 3.4
2003 09 05	near Piedmont, California	M 4.0
2003 08 27	Val Verde, California	M 3.9
2003 08 15	Humboldt Hill, California	M 5.3
2003 05 26	Seven Trees, California	M 3.8
2003 05 26	Muir Beach, California	M 3.4
2003 05 25	Santa Rosa, California	M 4.2
2003 05 24	Brawley, California	M 4.0
2003 03 11	Twentynine Palms Base, California	M 4.6
2003 02 22	Big Bear City, California	M 5.2
2003 02 02	Dublin, CA, Swarm	M 4.1
2003 01 25	Keene, California	M 4.7
2002 12 24	Pacifica, California	M 3.6
2002 11 24	Swarm near San Ramon, California	M 3.9
2002 09 03	Yorba Linda, California	M 4.8
2002 06 17	Bayview, California	M 5.3
2002 05 14	Gilroy, California	M 4.9
2002 03 16	near Channel Islands Beach, California	M 4.6
2000 09 03	Napa, California	M 5.0
*1999 10 16	Joshua Tree, California	M 7.1
1994 09 01	Cape Mendocino, California	M 7.0
*1994 01 17	Northridge, California	M 6.7 Fatalities 60
*1992 06 28	Yucca Valley, California	M 7.3 Fatalities 3
*1992 06 28	Big Bear, California	M 6.5
1992 04 25	Cape Mendocino, California	M 7.2

1992 04 23	Joshua Tree, California	M 6.2
1991 08 17	Honeydew, California	M 7.0
1991 06 28	Sierra Madre, California	M 5.6 Fatalities 2
1989 10 18	Loma Prieta, California	M 6.9 Fatalities 63
1989 08 08	Santa Cruz County, California	M 5.4 Fatalities 1
*1987 11 24	Superstition Hills, California	M 6.7
1987 10 04	Whittier Narrows, California	M 5.6 Fatalities 1
1987 10 01	Whittier Narrows, California	M 5.9 Fatalities 8
1986 07 21	Chalfant Valley, California	M 6.2
1986 07 08	North Palm Springs, California	M 6.1
1984 11 23	Round Valley, California	M 5.8
1984 04 24	Morgan Hill, California	M 6.2
1983 05 02	Coalinga, California	M 6.4
1980 11 08	Humboldt County, California	M 7.2
1980 05 27	Mammoth Lakes, California	M 6.0
1980 05 25	Mammoth Lakes, California	M 6.2
1980 01 27	Livermore, California	M 5.8
1980 01 24	Livermore Valley, California	M 5.8
1979 10 15	Imperial Valley, Mexico - California Border	M 6.4
1979 08 06	Coyote Lake, California	M 5.7
1975 08 01	Oroville, California	M 5.8
*1971 02 09	San Fernando, California	M 6.6 Fatalities 65
1969 10 02	Santa Rosa, California	M 5.7 Fatalities 1
1966 09 12	Truckee, California	M 5.9
1966 06 28	Parkfield, California	M 6.1
1957 03 22	Daly City, California	M 5.3 Fatalities 1
1955 10 24	Concord, California	M 5.4 Fatalities 1
1954 12 21	Eureka, California	M 6.5 Fatalities 1
*1952 08 22	Kern County, California	M 5.8 Fatalities 2
1952 07 21	Frazier Park	M 7.5 Fatalities 12
1940 05 19	Imperial Valley, California	M 7.1 Fatalities 9
1934 06 08	Parkfield, California	M 6.1
1933 03 11	Long Beach, California	M 6.4 Fatalities 115
1932 06 06	Eureka, California	M 6.4 Fatalities 1
1927 11 04	Lompoc, California	M 7.1
1926 10 22	Monterey Bay, California	M 6.1
1926 06 29	Santa Barbara, California	M 5.5 Fatalities 1
1925 06 29	Santa Barbara, California	M 6.8 Fatalities 13
1923 01 22	Humboldt County, California	M 7.2
1922 03 10	Parkfield, California	M 6.1
1922 01 31	Eureka, California	M 7.3
1918 04 21	San Jacinto, California	M 6.8 Fatalities 1
1915 06 23	Imperial Valley, California	M 6.3 Fatalities 6
1911 07 01	Calaveras fault, California	M 6.5
1906 04 18	San Francisco, California	M 7.8 Fatalities 3000
1901 03 03	Parkfield, California	M 6.4



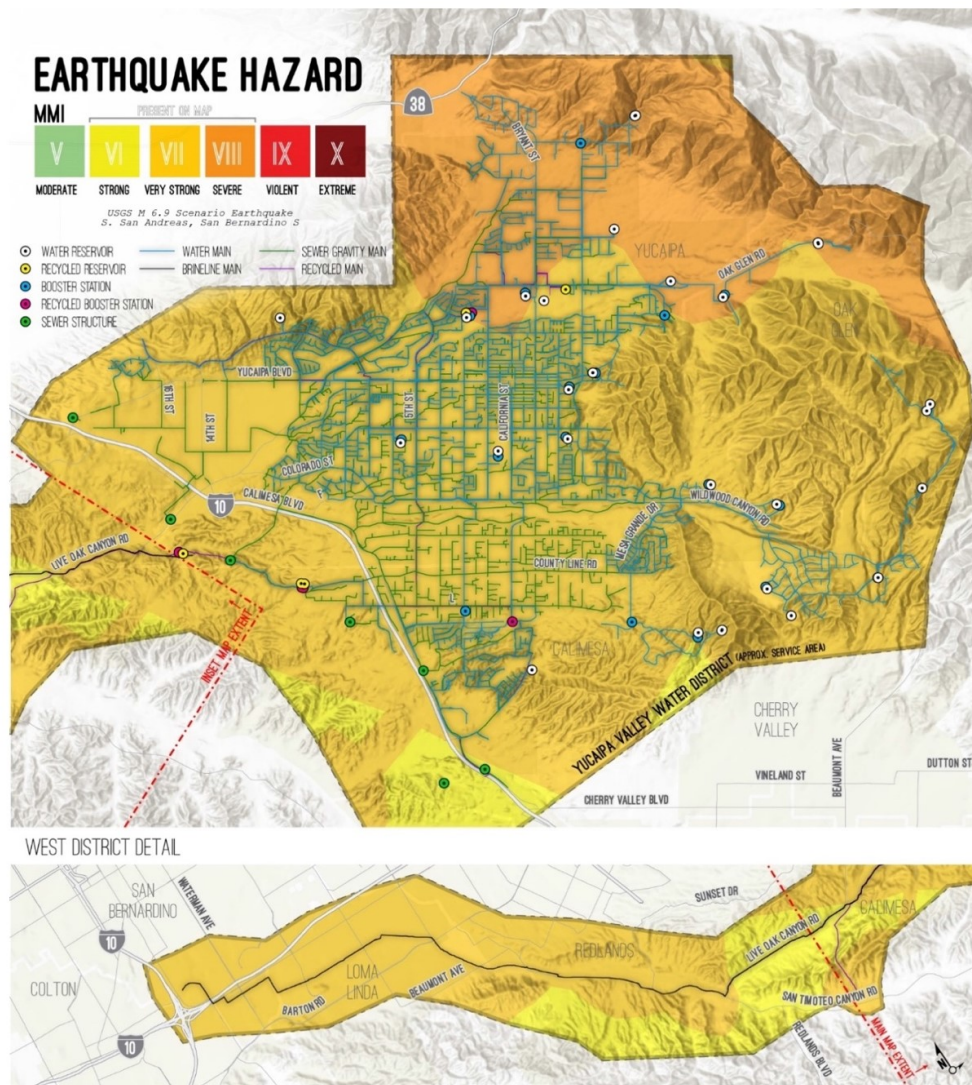
<b>1899 12 25</b>	San Jacinto, California	M 6.7 Fatalities 6
<b>1899 04 16</b>	Eureka, California	M 7.0
<b>1898 04 15</b>	Mendocino County, California	M 6.8
<b>1898 03 31</b>	Mare Island, California	M 6.3
<b>1897 06 20</b>	Calaveras fault, California	M 6.3
<b>1892 04 21</b>	Winters, California	M 6.4
<b>1892 04 19</b>	Vacaville, California	M 6.4 Fatalities 1
<b>1892 02 24</b>	Imperial Valley, California	M 7.8
<b>1890 02 24</b>	Corralitos, California	M 6.3
<b>1873 11 23</b>	California - Oregon Coast	M 7.3
<b>1872 03 26</b>	Owens Valley, California	M 7.4 Fatalities 27
<b>1868 10 21</b>	Hayward, California	M 6.8 Fatalities 30
<b>1865 10 08</b>	Santa Cruz Mountains, California	M 6.5
<b>1857 01 09</b>	Fort Tejon, California	M 7.9 Fatalities 1
<b>1838 06 09</b>	San Francisco area, California	M 6.8
<b>1836 06 10</b>	South San Francisco Bay region, California	M 6.5
<b>1812 12 21</b>	West of Ventura, California	M 7.1 Fatalities 1
<b>1812 12 08</b>	Southwest of San Bernardino County, California	M 6.9 Fatalities 40

\*Events with an asterisk indicate a direct effect on the city of Yucaipa.

### 4.3.3 Hazard Summary for Earthquake (1)

The following provides information on the probability of future events. In addition, the data provides an overall summary of the District’s vulnerability and the impact of each hazard.

The entire geographic area of California is prone to the effects of an earthquake. Figure 6 represents the UCERF probabilities of having a nearby earthquake rupture (within 3 or 4 miles) of magnitude 6.7 or larger in the next 30 years. As shown in the table, the chance of having such an event somewhere in California exceeds 99%. The 30-year probability of an even more powerful quake of magnitude 7.5 or larger is about 46%. **Figure 5.** Earthquake Probability Mapping



**Figure 5.** Fault Rupture Hazard Zone.

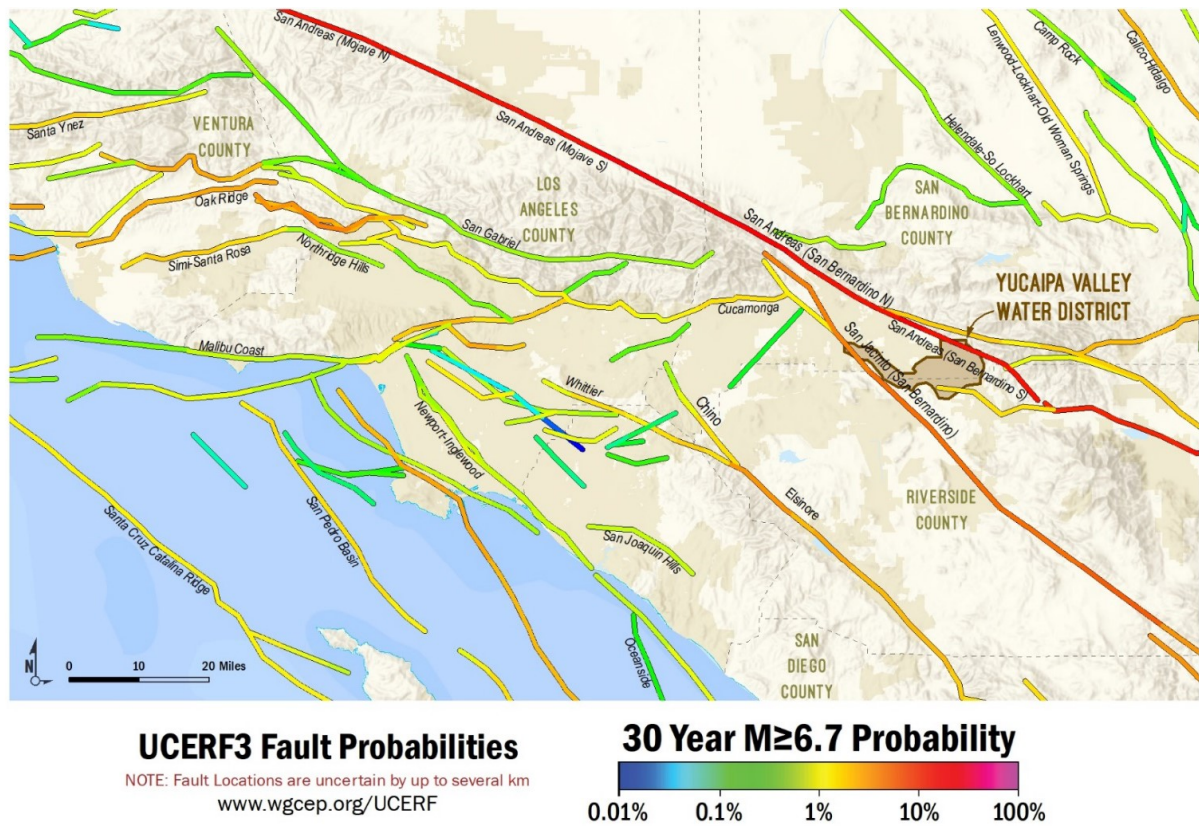


Figure 6. UCERF Fault Probabilities.

**Table 8.** Point Assets for Earthquakes.

Infrastructure Exposure M 6.9 Scenario Earthquake - S. San Andreas San Bernardino S.			
Infrastructure Type (Point)	VIII- Severe	VII - Very Strong	VI- Strong
Recycled Booster Station	2	5	-
Recycled Reservoir	1	4	-
Sewer Newer Structure	-	5	2
Water Booster Station	4	13	-
Water Reservoir	9	19	-
<b>TOTAL</b>	<b>16</b>	<b>46</b>	<b>2</b>

**Table 9.** Linear Features.

Linear Infrastructure Exposure (miles) M 6.9 Scenario Earthquake - S. San Andreas San Bernardino S.			
Infrastructure Type (Linear)	VIII - Severe	VII - Very Strong	VI- Strong
Brineline Main	-	11.64	2.33
Recycled Main	2.37	23.05	3.82
Sewer Gravity Main	17.91	191.91	0.63
Water Main	37.13	183.36	0.24
<b>TOTAL</b>	<b>57.40</b>	<b>409.96</b>	<b>7.02</b>

**4.4 Hazard Definition for Wildfires**

Probability: **Highly Likely**  
 Impact: **Catastrophic**  
 Priority: **High**

A wildland fire is a type of fire that spreads through all types of vegetation. It often begins unnoticed, spreads quickly, and is usually signaled by dense smoke that may be visible from miles around. Wildland fires can be caused by human activities (such as arson or campfires) or by natural events such as lightning. Wildland fires often occur in forests or other areas with ample vegetation. In addition to wildland fires, wildfires can be classified as urban fires, interface or intermix fires, and prescribed burns.

The following three factors contribute significantly to wildland fire behavior and can be used to identify wildland fire hazard areas:

1. Topography: As the slope increases, the rate of wildland fire spread typically increases. South-facing slopes are also subject to more solar radiation, making them drier and thereby intensifying wildland fire behavior. However, ridge tops may mark the end of wildland fire spread since fire spreads more slowly or may even be unable to spread downhill.
2. Fuel: The type and condition of vegetation plays a significant role in the occurrence and spread of wildland fires. Certain types of plants are more susceptible to burning or will



burn with greater intensity. Dense or overgrown vegetation increases the amount of combustible material available to fuel the fire (referred to as the “fuel load”). The ratio of living to dead plant matter is also important. The risk of fire is increased significantly during periods of prolonged drought as the moisture content of both living, and dead plant matter decreases. The fuel’s continuity, both horizontally and vertically, is also an important factor.

3. Weather: The most variable factor affecting wildland fire behavior is the weather. Temperature, humidity, wind, and lightning can affect chances for ignition and spread of fire. Extreme weather, such as high temperatures and low humidity, can lead to extreme wildland fire activity. By contrast, cooling and higher humidity often signal reduced wildland fire occurrence and easier containment.

#### **4.4.1 Fire Hazard Severity (1)**

The frequency and severity of wildland fires are also dependent upon other hazards, such as lightning, drought, and infestations (such as the recent Bark Beetle infestation in the San Bernardino National Forest). If not promptly controlled, wildland fires may grow into an emergency or disaster. Even small fires can threaten lives and resources and destroy improved properties. In addition to affecting people, wildland fires may severely affect livestock and pets. Such events may require emergency watering/feeding, evacuation, and shelter.

The indirect effects of wildland fires can be catastrophic. High temperatures, low humidity, and clear sunny days characterize summer months. Thunderstorms from July through September can create lightning strikes, erratic high winds, and sometimes heavy rains. The City of Yucaipa is bordered by hills, mountains, open fields, and undeveloped lots contiguous to residential development. Residential landscaping, fencing, and outbuildings increase fuel loading, spotting, and fire intensity. The District office, maintenance yard, wastewater treatment plant, and potable water treatment plant are the only facilities where employees work on a full-time basis. The wastewater treatment plant is the only facility that is in a high fire area, and evacuation plans are in place for all facilities in the District.

#### **4.4.2 Previous Occurrences of Wildfires**

Wildland fires are a threat in any fire season. In 2010, several wildfires in the hills in the northeast portion of the District burned the natural vegetation for roughly 2,500 acres of land. One structure and one outbuilding were destroyed, and the loss of vegetation resulted in considerable debris being washed down over roads onto streets. In 2009, two separate fires in the hills in the eastern part of the District burned over 1,900 acres resulting in the loss of natural vegetation and causing significant damage from mud and debris in subsequent winter storms. In 2006 a fire in the Crafton Hills in the northwest part of Yucaipa burned natural vegetation in about 60 acres. In 1997, a fire in the hills in the northeast portion of Yucaipa burned the natural vegetation in about 20,000 acres of land. Although no homes were destroyed, the loss of vegetation resulted in considerable debris being washed down over roads onto a park.

## Yucaipa Wildfires

**Table 10.** Wildfires within Yucaipa

Date	Event Name
9/05/2020	El Dorado Fire
7/03/2020	Apple Fire
8/03/2017	Bryant Fire
10/10/2019	Sandalwood Fire
9/11/2013	Liveoak Fire
9-23-2009	Crafton Fire
8-31-2009	Pendleton Fire
8-30-2009	Oak Glen 3 Fire
5-7-2009	Park Fire
10-26-2007	Jefferson Fire
7-3-2007	Ridge Fire
8-15-2003	Aug 2003 Wildfire
10-21-2001	Oct 2001 Fire
7-8-2001	Bryant Fire
8-31-1998	Aug 1998 Fire
10-29-21997	Fremont Fire
10-17-1995	Bluff Fire
10-27-1993	Mill Creek Fire
7-17-1987	Wash Fire

### 4.4.3 Hazard Summary for Wildfires

Fire prevention strategies concentrate on educating the public and enforcement of fire codes. Fire suppression strategies focus on containment and control while protecting structures in the threatened areas. Suppression activities may utilize natural firebreaks, direct suppression of the fire by hose lines, aircraft, bulldozers, and hand crews, increasing defensible spaces around homes; utilizing fire suppression foams; and mop up and total extinguishment of the fire.

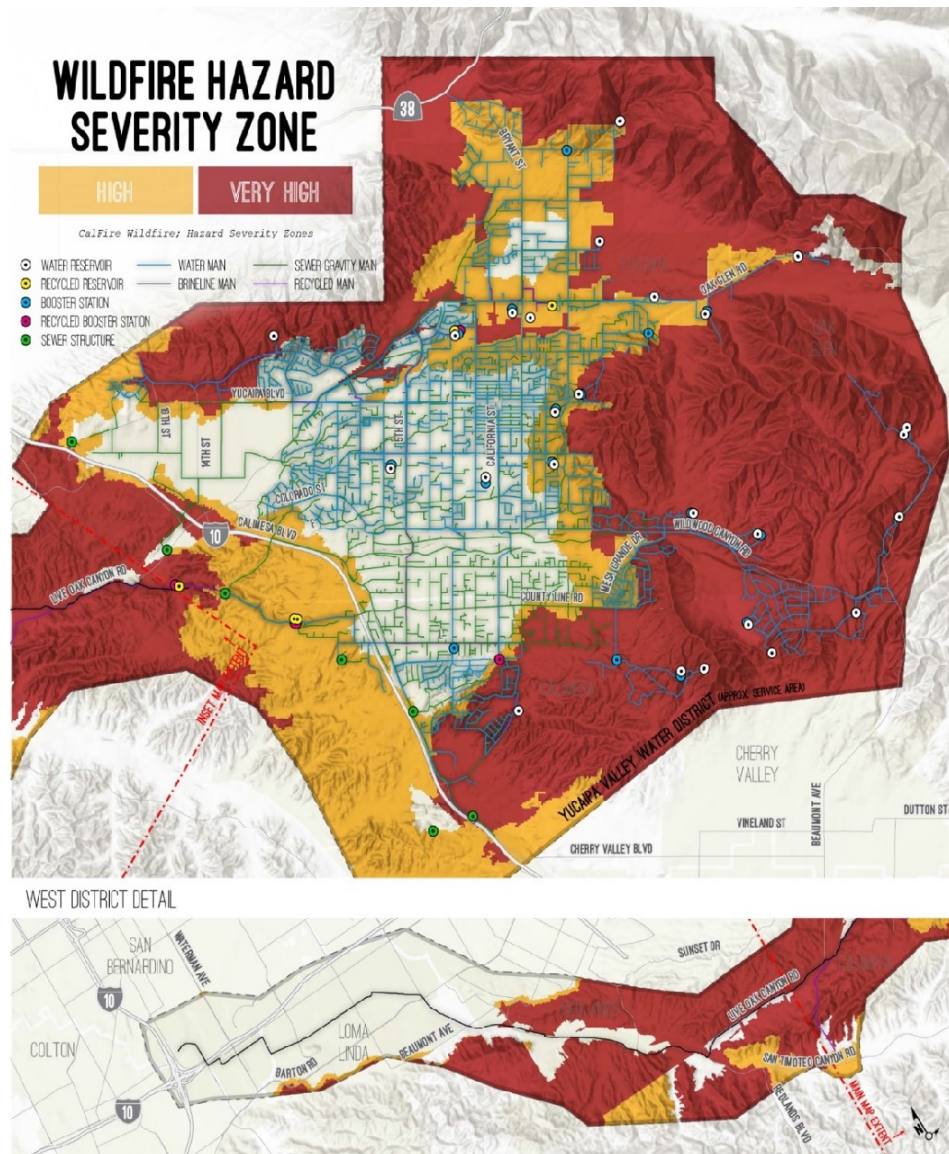


Figure 7. Fire Hazard Severity Zones

Table 11. Wildfire Exposure Point Assets

Infrastructure Exposure - Wildfire Severity Zone		
Infrastructure Type (Point)	Very High	High
Recycled Booster Station	2	5
Recycled Reservoir	1	4
Sewer Newer Structure	1	4
Water Booster Station	7	7
Water Reservoir	19	7
<b>TOTAL</b>	<b>30</b>	<b>27</b>



**Table 12. Wildfire Linear Features**

Linear Infrastructure Exposure (miles) - Wildfire Severity Zone			
Infrastructure Type (Linear)	Very High	High	Moderate
Brinline Main	3.93		4.05
Recycled Main	10.39	6.45	4.06
Sewer Gravity Main	22.49	60.35	18.15
Water Main	55.09	71.16	15.63
<b>TOTAL</b>	<b>91.90</b>	<b>137.95</b>	<b>41.89</b>

#### 4.5 Hazard Definition for Drought (1)

Probability: **Highly Likely**

Impact: **Critical**

Priority: **Medium**

The period between late 2011 and 2014 was the driest in California history since record-keeping began. In May 2015, a state resident poll conducted by Field Poll found that two out of three respondents agreed that it should be mandated for water agencies to reduce water consumption by 25%.

The 2015 prediction of El Niño to bring rains to California raised hopes of ending the drought. In the spring of 2015, the National Oceanic and Atmospheric Administration named the probability of the presence of El Niño conditions until the end of 2015 at 80%. Historically, sixteen winters between 1951 and 2015 had created El Niño. Six of those had below-average rainfall, five had average rainfall, and five had above-average rainfall. However, as of May 2015, drought conditions had worsened, and above-average ocean temperatures had not resulted in large storms. The drought led to Governor Jerry Brown's instituting mandatory 25 percent water restrictions in June 2015.

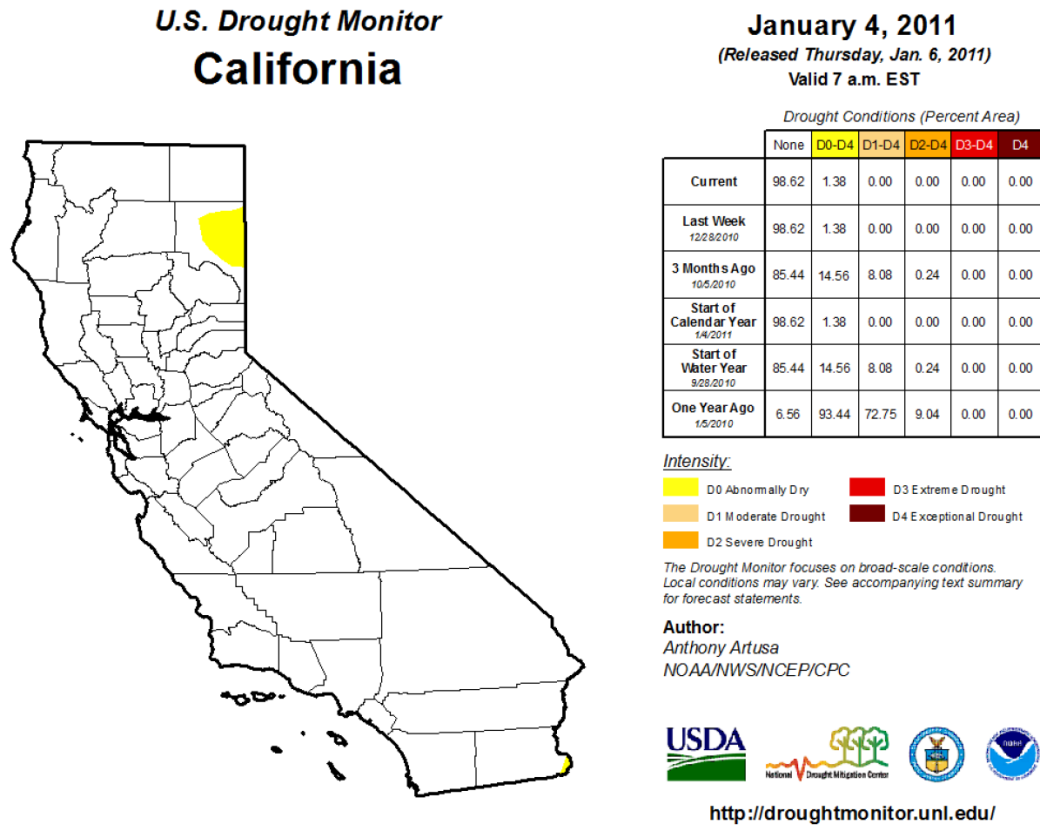
Many millions of California trees died from the drought - approximately 102 million, including 62 million in 2016 alone. By the end of 2016, 30% of California had emerged from the drought, mainly in the northern half of the state, while 40% of the state remained in the extreme or exceptional drought levels. Heavy rains in January 2017 were expected to have a significant benefit to the state's northern water reserves, despite widespread power outages and erosional damage in the wake of the deluge. Among the casualties of the rain was the 1,000-year-old Pioneer Cabin Tree in Calaveras Big Trees State Park, which toppled on January 8, 2017.

The winter of 2016–17 turned out to be the wettest on record in Northern California, surpassing the previous record set in 1982–83. Floodwaters caused severe damage to Oroville Dam in early February. Which prompted the temporary evacuation of nearly 200,000 people north of Sacramento in response to the heavy precipitation, which flooded multiple rivers and filled most of the state's major reservoirs; Governor Brown declared an official end to the drought on April 7, 2018.

**Description:** The District is not as affected by drought because it receives most of the water supply from groundwater and is dependent on underground water aquifers. The District does purchase water from the State Water Project (SWP) and has a physical connection to the SWP. The District's underground aquifers are in overdraft, a portion of the District's wells have elevated levels of hexavalent chromium. It is challenging for the District to find alternative water supplies from underground aquifers that meet California's water quality standards without constructing additional water treatment facilities. Drought affects all the service areas of Yucaipa Valley Water District.

**Mitigation:** Construct more water storage capacity. Drill more wells. Develop ways to capture rainwater from the higher elevations during flash flooding events and divert these waters to percolation ponds to recharge the underground aquifers. Increase purchases of State water project water to recharge the aquifer. Specific sites that are vulnerable to damage from a drought is hard to quantify; however, most damage would be to all wells in the jurisdiction area are at risk of drought. Damage to wells can run from the wells shaft being extended further into the ground to complete ruin of the well shaft, well casing, motor, and bowels. There are 39 wells in the District that would need to be assessed; this information would vary wildly. One would need to know the water level in each well during each drought timeline. This information would vary from the location in the system. The damage could only be assessed after knowing all of the variables. The average cost of each well is estimated at \$150,000.

The maps below are taken from <https://droughtmonitor.unl.edu/Maps/MapArchive.aspx> and show the drought differences in the period between 2011, 2016, and 2020, which vary wildly from year to year.



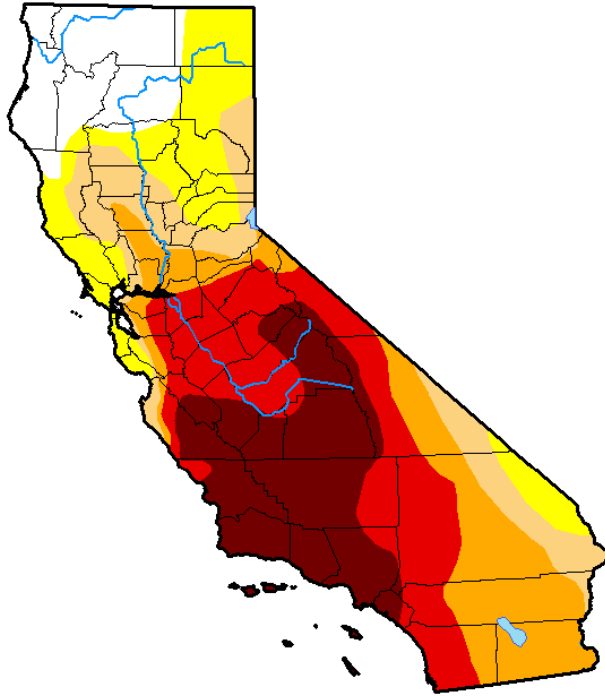
**Figure 8A.** 2011 Drought Monitor

## U.S. Drought Monitor California

**December 6, 2016**

(Released Thursday, Dec. 8, 2016)

Valid 7 a.m. EST



*Drought Conditions (Percent Area)*

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	12.03	87.97	73.04	60.27	42.80	21.04
<b>Last Week</b> <i>11-29-2016</i>	12.03	87.97	73.04	60.27	42.80	21.04
<b>3 Months Ago</b> <i>09-06-2016</i>	0.00	100.00	83.59	59.02	42.80	21.04
<b>Start of Calendar Year</b> <i>12-29-2015</i>	0.00	100.00	97.33	87.55	69.07	44.84
<b>Start of Water Year</b> <i>09-27-2016</i>	0.00	100.00	83.59	62.27	42.80	21.04
<b>One Year Ago</b> <i>12-09-2015</i>	0.14	99.86	97.33	92.26	69.09	44.84

Intensity:

- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.*

Author:

Anthony Artusa  
NOAA/NWS/NCEP/CPC

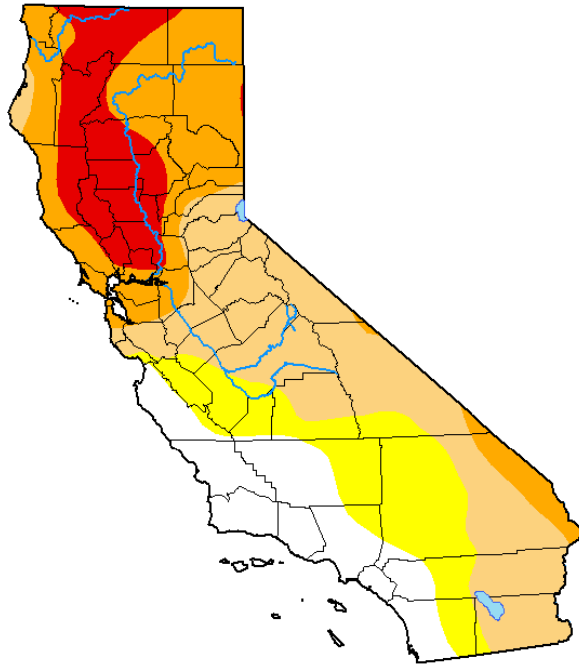


<http://droughtmonitor.unl.edu/>

**Figure 8B.** 2016 Drought Monitor

## U.S. Drought Monitor California

**November 3, 2020**  
(Released Thursday, Nov. 5, 2020)  
Valid 7 a.m. EST



*Drought Conditions (Percent Area)*

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	15.48	84.52	67.54	35.61	12.74	0.00
<b>Last Week</b> 10-27-2020	15.40	84.60	67.54	35.61	12.74	0.00
<b>3 Months Ago</b> 08-04-2020	33.74	66.26	50.38	21.50	3.04	0.00
<b>Start of Calendar Year</b> 12-31-2019	96.43	3.57	0.00	0.00	0.00	0.00
<b>Start of Water Year</b> 09-29-2020	15.35	84.65	67.65	35.62	12.74	0.00
<b>One Year Ago</b> 11-05-2019	82.26	17.74	2.06	0.00	0.00	0.00

*Intensity:*

None	D2 Severe Drought
D0 Abnormally Dry	D3 Extreme Drought
D1 Moderate Drought	D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

*Author:*  
David Miskus  
NOAA/NWS/NCEP/CPC



[droughtmonitor.unl.edu](http://droughtmonitor.unl.edu)

**Figure 8C.** Current Drought Condition for Southern CA for 2020.

### 4.5.1 Previous Occurrences of Drought

**Table 13.** California Drought History (extracted from USGS, *California Drought History*)

<b>1841</b>	The drought was so bad that "a dry Sonoma was declared entirely unsuitable for agriculture"[1]
<b>1864</b>	This drought was preceded by the torrential floods of 1861-1862, showing the fluctuation in climate back in the 1800s.
<b>1924</b>	This drought encouraged farmers to start using irrigation more regularly because of the fluctuation in California weather the need for consistent water availability was crucial for farmers.
<b>1929–1934</b>	This drought was during the infamous Dust Bowl period that ripped across the plains of the United States in the 1920s and 1930s. The Central Valley Project was started in the 1930s in response to drought.
<b>1950s</b>	The 1950s-drought contributed to the creation of the State Water Project.
<b>1976–77</b>	1977 had been the driest year in state history to date. According to the Los Angeles Times, "Drought in the 1970s spurred efforts at urban conservation and the state's Drought Emergency

	Water Bank came out of drought in the 1980s."
<b>1986–1992</b>	California endured one of its longest droughts ever observed from late 1986 through early 1992. Drought worsened in 1988 as much of the United States also suffered from severe drought. In California, the six-year drought ended in late 1992 as a significant El Niño event in the Pacific Ocean (and the eruption of Mount Pinatubo in June 1991) most likely caused unusual persistent heavy rains.
<b>2007–2009</b>	2007–2009 saw three years of drought conditions, the 12th worst drought period in the state's history, and the first drought for which a statewide proclamation of emergency was issued. The drought of 2007–2009 also saw greatly reduced water diversions from the state water project. The summer of 2007 saw some of the worst wildfires in Southern California history.
<b>2011–2017</b>	From December 2011 to March 2017, the state of California experienced one of the worst droughts to occur in the region on record. The period between late 2011 and 2014 was the driest in California history since record keeping began.

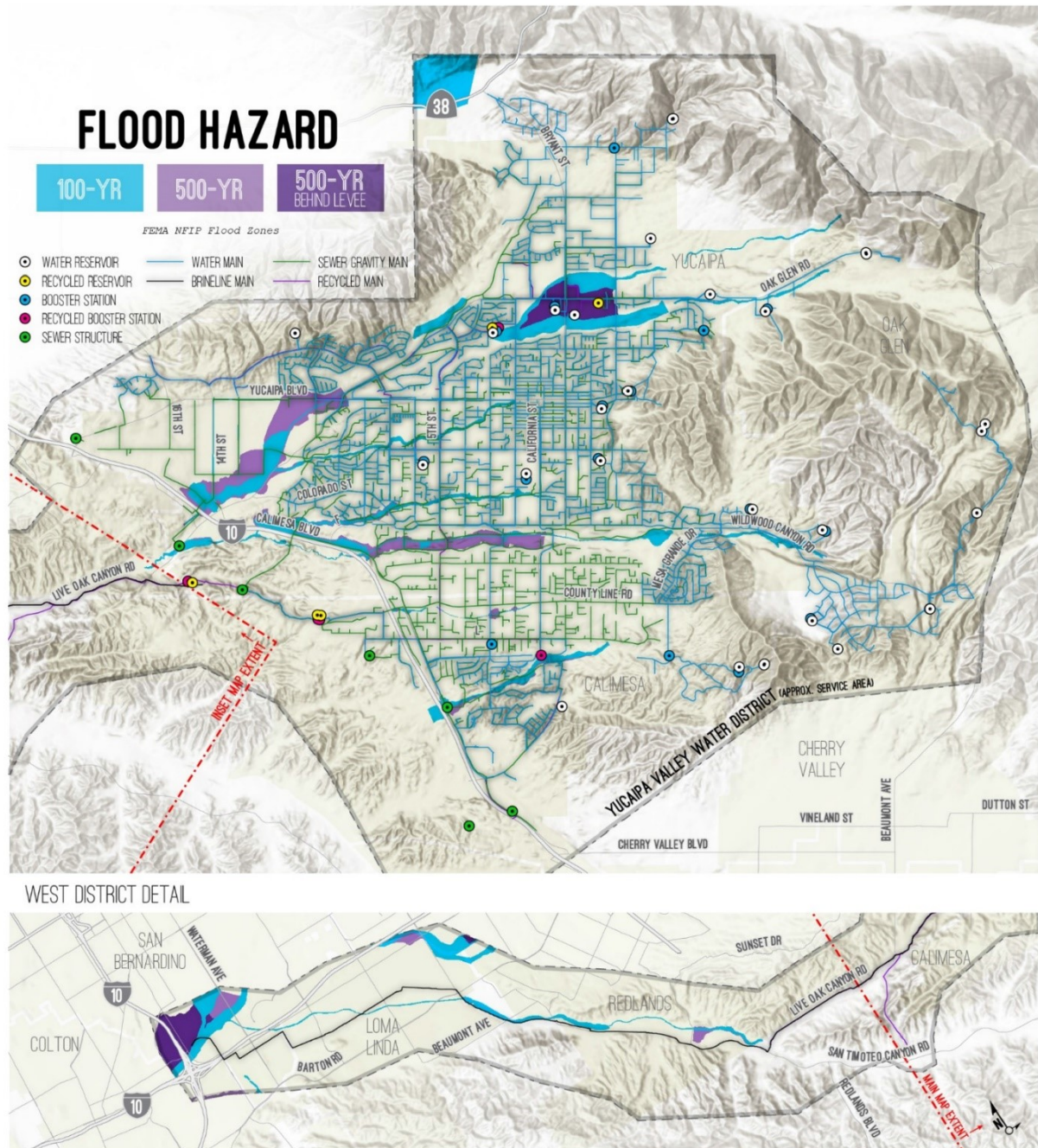
**4.5.2 Hazard Summary of Drought**

The fundamental drought impact on water agencies is a reduction in available water supplies. As a result, historical occurrences of drought have encouraged water agencies to review the reliability of their water supplies and to initiate planning programs addressing identified needs for improvement. In addition, public and media interest in droughts foster heightened awareness of water supply reliability issues in the Legislature. More than 50 drought-related legislative proposals were introduced during the severe but brief 1976-77 drought. About one-third of these eventually became law. Similar activity on drought-related legislative proposals was observed during the 1987-92 drought. One of the most significant pieces of legislation was the 1991 amendment to the Urban Water Management and Planning Act, in effect since 1983, which requires water suppliers to estimate available water supplies at the end of one, two, and three years, and to develop contingency plans for shortages of up to 50 percent. The District’s 2005 Urban Water Management Plan (UWMP) (YVWD, 2006) presents water supply to demand comparisons through 2030. The 2010 UWMP will be completed by June 30, 2011, and will update any demand and supplies documented in the 2005 UWMP and will also require all water agencies to reduce their water demand by 20 percent by the year 2020. The plan also presents water supply to demand comparisons for single dry to multiple dry year scenarios. The comparisons show that the District has adequate supply through 2030.

If the current drought extends for the period that the U.S. Weather Service is currently forecasting, the District will have difficulty in meeting its water supply demands without additional supplies. Groundwater basins would experience a significant loss of production over and above the significant loss of production that they are currently experiencing. The Yucaipa Valley groundwater basin is experiencing the lowest groundwater levels in 40 years. If this condition continues, the District will need to expand the existing water treatment plant and purchase more State Project water to supply the average demand of 10.72 million gallons day (MGD), 16.16 (MGD) summer and 5.28 (MGD) winter. . However, the last drought in the service area didn’t cause any damage to the District’s facilities, or to the public. The Public was asked to conserve water. The District never ran out of water during the drought. The District has put ‘recycled’ water lines in at large users, i.e., golf courses, car washes, parks, and public buildings in the city. The infrastructures affected by drought are the District’s wells, which would most likely have to be pulled out of the ground, and the shaft would be extended



to allow the bowels of the well to reach deeper into the aquifer. Again, water cutbacks would be required of the public.



**Figure 9.** Yucaipa Earthquake Fault Zones (Fault Zone Data Source: California Geological Survey).



#### 4.6 Hazard Definition for Flooding (2)

Probability: **Likely**

Impact: **Critical**

Priority: **Medium**

Flooding ranked a critical hazard. Areas subject to flooding in Yucaipa are adjacent to the Wilson and Wildwood Creeks. Wilson Creek flows from the North/East to the South/West corner of the Yucaipa City boundary, and Wildwood Creek flows in the East to West direction. Floodway areas adjacent to these creeks may be subject to damage and isolation during storm events. Winter storms in the past have caused waters in one or more of the natural drainage channels to overflow onto City streets, parks, and private property. Street embankments adjacent to the storm channels have been damaged and required road closure. Normal traffic flow is significantly affected by water and silt deposits in the seven low water crossings.

Floods are the most common and widespread of all-natural disasters--except fire. Most communities in the United States have experienced flooding after spring rains, heavy thunderstorms, or winter snow thaws.

A flood, as defined by the National Flood Insurance Program is:

"A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties (at least one of which is your property) from:

\*Overflow of inland or tidal waters, \*Unusual and rapid accumulation or runoff of surface waters from any source, or a mudflow.

The collapse or subsidence of land along the shore of a lake or a similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels that result in a flood." Floods can be slow or fast rising but generally develop over a period of days. Mitigation includes any activities that prevent an emergency, reduce the chance of an emergency happening, or lessen the damaging effects of unavoidable emergencies. Investing in mitigation steps now, such as engaging in floodplain management activities, constructing barriers such as levees, and purchasing flood insurance, will help reduce the amount of structural damage to your home and financial loss from building and crop damage should a flood, or flash flood occur.

Flooding tends to occur in the summer and early fall because of the monsoon and is typified by increased humidity and high summer temperatures.

The standard for flooding is the so-called "100-year flood," a benchmark used by the Federal Emergency Management Agency to establish a standard of flood control in communities throughout the country. Thus, the 100-year flood is also referred to as the "regulatory" or "base" flood. There is little difference between a 100-year flood and what is known as the 10-year flood. Both terms are really "statements of probability" that scientists and engineers use to describe how one flood compares to others that are likely to occur.

What the 100-year flood means is that there is a one percent chance of a flood of that intensity and elevation happening in any given year. And it could occur more than once in a relatively short period of time. (By comparison, the 10-year flood means that there is a ten percent chance for a flood of its intensity and elevation to happen in any given year.) Rod Bolin, The Ponca City News, July 18, 2002. Page 5-A Identification of Flood-Prone Areas.

Substantial floodplain areas in the District are generally associated with the dry river washes known as Gateway Wash, Wilson Creek, Oak Glen Creek, and Wildwood Creek, as well as Chicken Springs Wash and Yucaipa Creek. These areas have been mapped by the Federal Emergency Management Agency (FEMA) on their Flood Insurance Rate Maps (FIRM). The first version of these maps was prepared in March of 1996 and are reflected in the Fire and Flood Hazard Zones. In August of 2008, FEMA revised the FIRMS to reflect the Letters of Map Revisions (CLOMRS) that have been recorded and affected the Flood Prone areas within the District. There are two categories of flood zones in Yucaipa; FP1 indicates areas inside the 100-year floodplain, while FP2 indicates areas inside the 500-year floodplain. The majority of the floodplains in the District are categorized as FP1 and comprise over 1,225 acres. FP2 areas cover over 300 acres.

Floods are generally classed as either slow-rise or flash floods. Slow-rise floods may be preceded by a warning time lasting from hours to days, or possibly weeks. Evacuation and sandbagging for a slow-rise flood may lessen flood-related damage. Conversely, flash floods are the most difficult to prepare for due to the extremely short warning time, if available at all. Flash flood warnings usually require immediate evacuation within the hour.

Areas subject to flooding are adjacent to the Wilson and Wildwood Creeks. Wilson Creek flows from the North/East to the South/West corner of the Yucaipa Water District boundary, and Wildwood Creek flows in the East to West direction. Floodway areas adjacent to these creeks may be subject to damage and isolation during storm events.

#### 4.6.1 Previous Occurrences of Flooding

Winter storms in the past have caused waters in one or more of the natural drainage channels to overflow onto City streets, parks, and private property. Street embankments adjacent to the storm channels have been damaged and required road closure. Normal traffic flow is significantly affected by water and silt deposits in the seven low water crossings.

The only dam in the District is at the Yucaipa Regional Park. A second dam was constructed in the eastern extremity of the Crafton Hills in 2001 and is in the process of being expanded to the northwest. The limited inundation areas for both dams pose only a small hazard.

**Table 14.** Previous Occurrences of Flooding.

<b>Date</b>	<b>Flooding Events Name</b>
*1/28/2021	San Bernardino County
January 2017	California Flood
8/2014	Hurricane Marie

1/22/2011	Jan 2011 Flash Flood/Mud Slides
11/30/2002	Nov 2002 Stream Flood
7/11/1999	Aug 1999 Flash Flood
1/1/1997	New Year’s Day Flood
11/1/1995	February Storm
3/1995	California Flood
1/1995	California Flood
2/2/1993	Jan. 1 Storm
2/11/1986	California and Western Nevada Floods
1/3-5/1982	Northern California Flood
September 1976	Ocotillo Flash Flood
*2/25/1969	Feb 1969 Flood
*1/25/1969	Jan 1969 Flood
8/23/1967	Aug 1967 Flood
12/18/1966	Dec 1966 Flood
8/14/1965	Aug 1965 Flood
4/10/1965	April 1965 Flood
12/19-24/1964	Christmas Flood
March 1964	North Coast California Tsunami
12/24/1955	California Flood
11/21/1955	California Flood
7/1/1950	July 1950 Flood
September 1939	Los Angeles River
2/27-3/1 1938	Los Angeles Flood of 1938
December 1937	Northeast California Flood
2/4 -7/1937	Santa Ana Flood
12/1933 – 1/1934	Crescenta Valley Flood
1909	California Flood
12/1861 - 1/1862	California’s Great Flood
October 1858	1858 San Diego Hurricane
January 1850	1850 Flood
1825	Los Angeles flood of 1825

\*Events with an asterisk indicate a direct effect on the city of Yucaipa.

**4.6.2 Hazard Summary for Flooding**

The following map illustrates FEMA Flood Hazards located within Yucaipa Valley Water District.

**Table 15.** Point Assets for Floods.

Infrastructure Type (Point)	Flood Fringe	Floodway	100-YR Total	500-YR sans 100-YR	500-YR Total
Recycled Booster Station	-	-	-	-	-
Recycled Reservoir	-	-	-	1	1

Sewer Newer Structure	1	1	2	-	2
Water Booster Station	-	-	-	1	1
Water Reservoir	-	-	-	2	2
<b>TOTAL</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>6</b>

**Table 16.** Linear Features for Flood Risk Exposure.

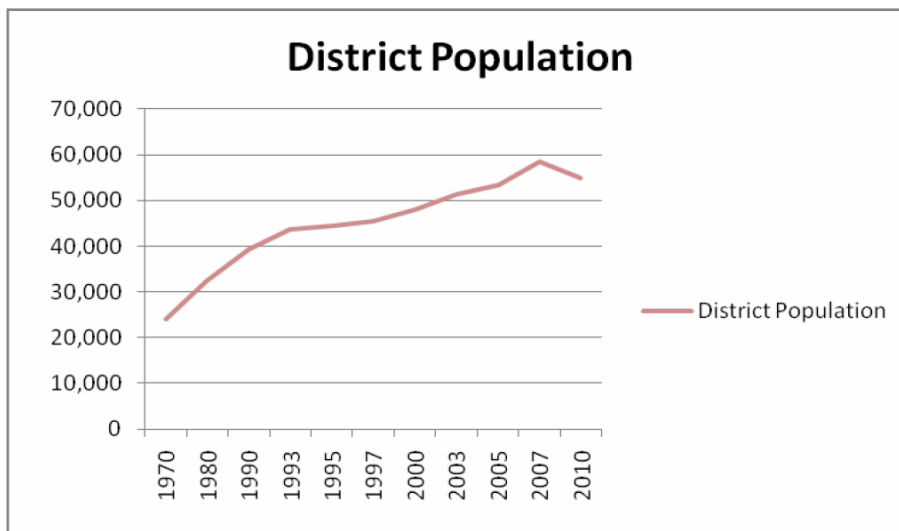
Linear Infrastructure - Flood Risk Exposure (miles)					
Infrastructure Type (linear)	Flood Fringe	Floodway	100-YR Total	500-YR sans 100-YR	500-YR Total
Brineline Main	0.79	0.19	0.98	0.10	1.09
Recycled Main	0.32	0.11	0.42	2.41	2.84
Sewer Gravity Main	6.44	1.73	8.17	6.51	14.67
Water Main	2.84	0.49	3.33	3.34	6.67
<b>TOTAL</b>	<b>10.38</b>	<b>2.52</b>	<b>12.90</b>	<b>12.36</b>	<b>25.26</b>

### 4.7 Inventory Assets

Step three in the risk assessment process involves inventorying assets located in the Yucaipa Valley Water District. Section 4.1 profiled the hazards in the District. This information was used to identify the assets at risk from those hazards. Some hazards (such as earthquakes) may affect the entire District, while some affect limited areas (flooding incidents). This section provides a description of the inventory development and prioritization process.

#### 4.7.1 Population

The population statistics for the Yucaipa Valley Water District are based on US Census data. The District has a total population of 54,959 and an average household size of 2.9 people. Approximately 27% of the population is under the age of 18, and 12% is over the age of 65.



**Figure 10.** Yucaipa Water District Population 1970-2010 –Source: US Census Bureau

#### 4.7.2 Buildings

As of November 2010, the District operates and maintains the following:

- Facilities: 18 pressure zones
- 29 potable reservoirs with a total capacity of 34 .3 million gallons (MG)
- Two recycle reservoirs with a total capacity of 6 million gallons a day (MGD)
- 39 active wells with a total capacity of 18 million gallons a day (MGD)
- 204 miles of water mains
- Nine pump station structures
- 35 boosters at 17 locations
- Two water treatment plants
- One water reclamation plant
- One administration office
- One environmental control building one garage
- One warehouse
- One old office building
- Six lift stations
- Nine sewer bridges
- 234 miles of sewer mains

#### 4.7.3 Critical Facility List

This section provides a listing of the critical facilities in the Yucaipa Valley Water District. The primary contact for all District facilities is the following:

Because the District's exact location of facilities is extremely sensitive, especially due to increased concerns for national security, only general locations and descriptions have been included in this section. All costs were arrived at via Insurance replacement costs and cost estimates from the Team.

**Table 17.** Critical Facilities Exposure.

Facility Type	Facility Name	Replacement Cost
Government Facilities	Administration Office	\$25 Million
Government Facilities	Environmental Control	\$100,000
Government Facilities	Garage	\$100,000

Government Facilities	Public Works Warehouse	\$100,000
Government Facilities	Shop	\$75,000
Government Facilities	S1 Storage Building	\$25,000
Government Facilities	Old District Office	\$75,000
Treatment Plant	Crystal Creek	\$75 Million
Treatment Plant	Oak Glen Filter Plant	\$75 Million
Treatment Plant	Henry N. Wochholz RWRP	\$25 Million
Lift Station	Lift Station 1	\$250,000
Lift Station	Lift Station 2	\$250,000
Lift Station	Lift Station 3	\$250,000
Lift Station	Lift Station 4	\$250,000
Lift Station	Lift Station 5	\$250,000
Lift Station	Lift Station 8	\$250,000
Sewer Bridge	Sewer Bridge 1	\$1.5 Million
Sewer Bridge	Sewer Bridge 2	\$1.5 Million
Sewer Bridge	Sewer Bridge 3	\$1.5 Million
Sewer Bridge	Sewer Bridge 4	\$1.5 Million
Sewer Bridge	Sewer Bridge 5	\$1.5 Million
Sewer Bridge	Sewer Bridge 6	\$1.5 Million
Sewer Bridge	Sewer Bridge 7	\$1.5 Million
Sewer Bridge	Sewer Bridge 8	\$1.5 Million
Sewer Bridge	Sewer Bridge 9	\$1.5 Million
Well	Well 2	\$300,000
Well	Well 10	\$300,000
Well	Well 12	\$300,000
Well	Well 14	\$300,000
Well	Well 16	\$300,000
Well	Well 18	\$300,000
Well	Well 24	\$300,000
Well	Well 25	\$300,000
Well	Well 26	\$300,000
Well	Well 27	\$300,000
Well	Well 28	\$300,000
Well	Well 37	\$300,000
Well	Well 44	\$300,000
Well	Well 46	\$300,000
Well	Well 48	\$300,000
Well	Well 51	\$300,000
Well	Well 53	\$300,000
Well	Well 55	\$300,000
Well	Well 56	\$300,000
Well	Well 61	\$300,000
Well	Well 66	\$300,000
Well	Well 67	\$300,000

Well	Well 68	\$300,000
Well	Well 69	\$300,000
Well	Well 70	\$300,000
Well	Well 71	\$300,000
Well	Well 72	\$300,000
Well	Well 73	\$300,000
Well	Well 74	\$300,000
Well	Well 75	\$300,000
Well	Well 76	\$300,000
Reservoir	R-11.1	\$4.5 Million
Reservoir	R-11.2	\$4.5 Million
Reservoir	R-12.1	\$4.5 Million
Reservoir	R-12.2	\$4.5 Million
Reservoir	R-13.1	\$4.5 Million
Reservoir	R-13.2	\$4.5 Million
Reservoir	R-13.3	\$4.5 Million
Reservoir	R-14.2	\$4.5 Million
Reservoir	R-15.1	\$4.5 Million
Reservoir	R-15.2	\$4.5 Million
Reservoir	R-15.3	\$4.5 Million
Reservoir	R-16.2	\$4.5 Million
Reservoir	R-16.5	\$4.5 Million
Reservoir	R-16.6	\$4.5 Million
Reservoir	R-17.11	\$4.5 Million
Reservoir	R-17.12	\$4.5 Million
Reservoir	R-17.2	\$4.5 Million
Reservoir	R-17.3	\$4.5 Million
Reservoir	R-17.4	\$4.5 Million
Reservoir	R-17.51	\$4.5 Million
Reservoir	R-18.3	\$4.5 Million
Reservoir	R-18.4	\$4.5 Million
Reservoir	R-19.11	\$4.5 Million
Reservoir	R-20.2	\$4.5 Million
Reservoir	R-21.2	\$4.5 Million
Reservoir	R-22.1	\$4.5 Million
Reservoir	F-1	\$4.5 Million
Reservoir	G-1	\$4.5 Million
Pump Station	11.2	\$500,000
Pump Station	12.2	\$500,000
Pump Station	13.3	\$500,000
Pump Station	14.2	\$500,000
Pump Station	15.3	\$500,000
Pump Station	15.3 B	\$500,000
Pump Station	16.5	\$500,000
Pump Station	17.3	\$500,000



Pump Station	17.4	\$500,000
Booster Location	B-11.21	\$150,000
Booster Location	B-11.22	\$150,000
Booster Location	B-11.23	\$150,000
Booster Location	B-12.1	\$150,000
Booster Location	B-12.21	\$150,000
Booster Location	B-12.22	\$150,000
Booster Location	B-12.23	\$150,000
Booster Location	B-12.31	\$150,000
Booster Location	B-12.32	\$150,000
Booster Location	B-13.2	\$150,000
Booster Location	B-13.31	\$150,000
Booster Location	B-13.32	\$150,000
Booster Location	B-13.33	\$150,000
Booster Location	B-14.21	\$150,000
Booster Location	B-14.22	\$150,000
Booster Location	B-14.23	\$150,000
Booster Location	B-15.1	\$150,000
Booster Location	B-15.21	\$150,000
Booster Location	B-15.22	\$150,000
Booster Location	B-15.31	\$150,000
Booster Location	B-15.32	\$150,000
Booster Location	B-15.34	\$150,000
Booster Location	B-15.35	\$150,000
Booster Location	B-16.2	\$150,000
Booster Location	B-16.51	\$150,000
Booster Location	B-16.52	\$150,000
Booster Location	B-16.61	\$150,000
Booster Location	B-16.62	\$150,000
Booster Location	B-17.2	\$150,000
Booster Location	B-17.31	\$150,000
Booster Location	B-17.41	\$150,000
Booster Location	B-17.42	\$150,000
Booster Location	B-17.43	\$150,000
Booster Location	B-18.31	\$150,000
Booster Location	B-18.32	\$150,000
Recycled Booster Station	R-1& 2	\$100,000 each
Recycled Reservoir	RES 1	\$1.5 Million
Sewer Treatment Newer	S-12	\$100,000
Waste Brineline	Brineline	\$10 Million (entire line)
Recycle Main	Recycle Mains	\$25 Million (all lines)
Sewer Gravity Mains	Sewer Gravity Mains	\$10 Million (all lines)
Water Mains	All though-out system	\$100 Million (all lines)

## **4.8 Vulnerability Assessment**

The team reviewed pictures of each of the District's facilities. The pictures were presented with a map of the area to convey the location within the system as well as the site-specific characteristics of the facility. The Planning Team has a long history in the area and knowledge of the potential disasters and emergencies that can occur in and around the community. The Planning Team has the knowledge to assess the system and give valuable input into the assessment and vulnerabilities to the system.

### **4.8.1 Methodology**

The Planning Team reviewed the District's facilities and applied their local and operational knowledge to evaluate how vulnerable each facility is to a potential hazard. The team ranked the facilities by their importance to the District's production and delivery of drinking water. The team then used this ranking to develop an estimate of potential economic impacts that could be caused by the high priority hazards. A percentage based on the ranking was applied to the Utility Department's projected 2019-2020 annual water revenue (\$7.8 million) to assess the annual economic impact for each facility.

## **SECTION 5. - Community Capability Assessment**

### **5.1 Agencies and People**

The District is in the Southwestern section of San Bernardino County. The District serves the city of Yucaipa, part of the City of Calimesa, an unincorporated area in San Bernardino and Riverside Counties. The District serves approximately 14,000 water service connections, 16,000 sewer connections with a population of approximately 52,000 customers.

To help mitigate the potential impacts of disasters, both small and large, the District joined CalWARN and is a member of ERINE, both of which are mutual aid agreements. CalWARN has training sessions on the function of mutual assistance, FEMA, CalOES, and County interactions to help water, wastewater agencies, and the public to learn and share ideas two times a year. These meetings are also open to the public. Meeting and training sessions are held twice a year in the spring and fall. District staff attends these sessions on a regular basis. During COVID, CalWARN has held many virtual sessions.

The Utility employs 72 full-time employees in the water, sewer, and administrative office. With the capabilities of CalWARN, the Utility has the potential of having hundreds of mutual aid workers at its disposal within hours of an emergency. This is a public water district and does not have jurisdiction over overbuild codes, land use, or people in the service area. The City of Yucaipa has this duty.

From the utility's employees there are several positions that are able to support the development, or implementation of mitigation. This includes the water resource manager, who participates on the Safety committee and has completed training that is directly related to natural disaster planning. There is also an Engineer, who is apart of the planning team that created and approved this document for Yucaipa Valley Water District as well having previous experience dealing with hazard mitigation and hazard planning.

### **5.2 Existing Plans**

The following emergency-related plans apply as appropriate. The following plans are updated yearly. The Urban Water Plan and ERP are updated every five years. During the process, all plans are updated to include new information, hazards, facilities, and old facilities are removed.

- CalWARN Emergency Operations Plan
- The District's Illness Injury Prevention Plan (IIPP)
- The District's Urban Water Master Plan
- Past Hazard Mitigation Plan
- Emergency Operations Plan

The Utility has a mutual aid agreement with CalWARN that covers most water wastewater

agencies in California. As a government entity (Special District, within California Law), the Utility can access the Emergency Managers Mutual Aid (EMMA) and the Emergency Management Assistance Compact (EMAC) for national mutual aid and the National WARN System through the American Water Works Association.

### **Public Outreach**

CalWARN holds workshops twice a year for the members and the water agencies. CalWARN plans to start sending invitations to the public so the public has a better understanding of hazard mitigation planning in their communities. These workshops promote mitigation and how to prevent the impacts of hazards on the utility's infrastructure. CalWARN has shown from past experiences from utility leaders what they experience were during emergencies and what they should have done differently to mitigate this hazard from happening in the past or in the future.

### **5.3 Regulations, Codes, Policies, and Ordinances**

The Urban Water Management and Planning Act was passed in 2010 and requires water suppliers to estimate water demands and available water supplies. The District's updated Urban Water Management Plan (UWMP) was completed in January 2017. UWMPs are required to evaluate the adequacy of water supplies, including projections of 5, 10, and 20 years. These plans are also required to include water shortage contingency planning for dealing with water shortages, including a catastrophic supply interruption.

UWMPs are intended to be integrated with other urban planning requirements and management plans. Some of these plans include city and county General Plans, Water Master Plans, Recycled Water Master Plans, Integrated Resource Plans, Integrated Regional Water Management Plans, Groundwater Management Plans, Emergency Response Plans, and others.

The Utility has an Emergency Response Plan that details how the Utility will respond to various emergencies and disasters. The Utility must be prepared to respond to a variety of threats that require emergency actions, including:

- Operational incidents, such as power failure or bacteriological contamination of water associated with the District's facilities.
- Outside or inside malevolent acts, such as threatened or intentional contamination of water, intentional damage/destruction of facilities, detection of an intruder or intruder alarm, bomb threat, or suspicious mail.
- Natural disasters, such as earthquakes or floods and power failures.
- Water Conservation Regulations

The Utility is also required to follow the Standard Emergency Management System (SEMS) and the National Incident Management System (NIMS) and the Incident Command System (ICS) when responding to emergencies.

#### **5.4 Mitigation Programs**

The Utility has completed some mitigation programs. The California Department of Water Resources required the Utility to raise well pump motors and other wellhead assemblies above the 500-year flood plain elevation. This was accomplished by installing the motors and wellheads on elevated concrete foundations.

#### **5.5 Fiscal Resources**

Fiscal resources for the Utility include the following:

- Revenue from water sales
- Monthly Service Charge fee
- Water Availability Assessment (On Property Taxes)
- Meter Installation Fee
- If necessary, local bond measures and property taxes

Through the California Department of Water Resources, local grants and/or loans are available for water conservation, groundwater management, studies, and activities to enhance local water supply quality and reliability. Project eligibility depends on the type of organization(s) applying and participating in the project and the specific type of project. More than one grant or loan may be appropriate for a proposed activity. Completing the LHMP will facilitate and obtain grant funding in the future.

## **SECTION 6. - Mitigation Strategies**

### **6.1 Overview**

The District's mitigation strategy is derived from the in-depth review of the existing vulnerabilities and capabilities outlined in previous sections of this plan, combined with a vision for creating a disaster-resistant and sustainable system for the future. This vision is based on informed assumptions, recognizes both mitigation challenges and opportunities, and is demonstrated by the goals and objectives outlined below. The mitigation measures identified under each objective include an implementation plan for each measure. The measures were individually evaluated during discussions of mitigation alternatives, and the conclusions were used as input when priorities were decided. All priorities are based on the consensus of the Planning Team.

Mitigation measures are categorized generally for all hazards and specifically for the four high-risk hazards facing the District that were extensively examined in the risk assessment section: drought, earthquakes, floods, and wildfires because mitigation strategies are required to include the District's involvement in the National Flood Insurance Program (NFIP), that is discussed in Section 6.3.4 of this section.

### **6.2 Mitigation Goals, Objectives, and Projects**

This plan is an update of the 2005 and 2011 YVWD Hazard Mitigation Plan (HMP). Although it is an update, this document has been redesigned so that it looks, feels, and reads differently than the original, as the last two plans were part of a Multi-Jurisdictional Plan with San Bernardino County. That is due to several factors; new hazard information has become available that drives new definitions of risk, new capabilities are now available, and the new format will allow readers to understand the content more easily. In addition, the 2005 HMP included several action items that have been completed, such as the combined project with the City of Yucaipa in flood mitigation in the wash and basin at Oak Glen Road and Bryant streets—creating an opportunity for developing new mitigation strategies. The process of identifying goals began with a review and validation of the Goals and Objectives in the District's 2011 HMP and the San Bernardino County's 2018 Operational Area HMP. Using the 2005 and 2011 HMP as the basis, the District's Planning Team completed an assessment/discussion of whether each of the goals was still valid. In reviewing and updating mitigation objectives and actions, it was the Planning Team's consensus that these goals remain in this Plan update. This discussion also led to the opportunity to identify new Goals and Objectives. YVWD intends to use the current LHMP in the renewed Water Master Plan, Urban Water/wastewater Master Plan, and all future building and CIP plans in the future. At the Direction of the General Manager his/her assignee.

#### **Past LHMP Projects from 2011**

In conjunction with the City of Yucaipa, YVWD moved three sewer transmission mains out of Oak Glen Creek in order to get these mains out of the flood plain. This was done with a FEMA grant applied for by the City.

### **6.2.1 Earthquake**

**Goal:** Identify and mitigate any potential damage to District property and infrastructure.

#### **Objective**

- Design all new facilities to withstand a 7.8 earthquake.
- Establish property protection measures and retrofit programs for facilities in high hazard areas.
- Continuously integrate new data on natural and manmade hazards into all projects and existing facilities.
- Establish a partnership with all levels of government and non-government agencies.

#### **Earthquake Mitigation Projects**

**Goal:** Identify and mitigate any potential damage to District property and infrastructure.

- Construct seismic retrofit of critical facilities \$2.0 Million (5 years) High
- Seismic shut-off valves at all reservoir inlets and outlets \$1.0 Million (2 years) High
- Replace all A/C and steel pipeline material 8 Million (5 years) Medium
- Install generators at wells and booster sites \$1.5 Million (3 years) Low

### **6.2.2 Wildfire**

#### **Wildfire Mitigation Projects**

**Goal:** Identify and mitigate any potential damage to District property and infrastructure.

- Install generators at wells and booster sites \$ 2 Million ( 5 years) Low
- Clear brush and trees 25 feet back from all facilities \$250,00 (1 year) High
- Retrofit fire-resistant coatings on critical reservoirs and facilities \$800.00 (1 year) Medium
- Coordinate and foster better communications with fire and County OES \$25,000 (ongoing yearly) Medium
- Develop a fuel plan for generator \$5,000 (6 months) High

### **6.2.3 Drought**



**Goal:** Identify and mitigate any potential damage to District property and infrastructure.

**Objectives:** The overriding objective of the long-term actions is adjustments to drought conditions, even under normal situations, as a proactive and preparatory measure. This includes, for instance, the increase of water storage capacity, the adoption of water-saving technology, the recharge of groundwater, and monitoring the available water resources.

### **Drought Mitigation Projects**

- Increase water supply drilling new wells \$ 1.5 Million (5 years) High
- Improve operational efficiency/water transfers \$500,00 (2 years) High
- Educational programs \$20,000 (1 year) Medium
- Promote water conservation programs \$50,000 (2 years) Low
- Groundwater basin recharge \$ 500,000 (3 years) Medium

### **6.2.4 Flood**

**Goal:** Identify and mitigate any potential damage to District property and infrastructure.

The District is not a member of the National Flood Insurance Program (NFIP), as water agencies are not allowed to be part of the NFIP. Fortunately not to have any identifiable Repetitive and Severe Repetitive Properties.

**Objective:** Require identification, improvement, and upgrading of critical facilities in flood hazard areas through such measures as anchorage to prevent flotation, watertight barriers over openings, reinforcement of walls to resist water pressures, use of materials to reduce wall seepage, and installation of pumping facilities for internal and subsurface drainage.

**Projects:** To coordinate and support the State of California Multi-Hazard Mitigation Plan Strategies to reduce risks, the District proposes the following projects:

**Goal:** Identify and mitigate any potential damage to District property and infrastructure.

- Identify and replace vulnerable clay sewer main with HDPE \$4.0 Million (4 years) High
- Installation flood walls, regrade and install riprap, around facilities, and on owned access roads. \$1.3 Million (2 years) Medium
- Erosion Control at well and reservoir sites 1.0 Million (1 year) Low
- Replace sewer pipelines crossing rivers and creeks on suspension bridges to keep them

away from the flooding event. \$3.5 Million (4 years) High

### 6.3 Mitigation Priorities

During the development of the risk assessment for the District, the Planning Team proposed and discussed alternative mitigation goals, objectives, and specific mitigation measures that the District should undertake to reduce the risk from the four high-risk hazards facing the District.

Multiple factors were considered to establish the mitigation priorities included in this plan. Highest priority rankings were assigned to those mitigation measures that met three primary criteria:

1. The greatest potential for protecting water and wastewater infrastructure life and property
2. The greatest potential for maintaining critical District functions and operability following a disaster; and
3. Achievability in terms of customer support and cost-effectiveness

All rankings were determined by the consensus of the Planning Team. As described in the previous section on hazard and risk assessment, clearly earthquakes have the potential to affect the largest number of people, critical facilities, and buildings and to cause the greatest economic losses. This fact, combined with the relatively high probability of an earthquake occurrence in the next several decades, makes increasing disaster resistance and readiness to earthquakes a high priority. Given the extreme importance of maintaining critical functions in times of disaster and the large number of customers who depend and rely on District services and infrastructure, those mitigation measures that improve disaster resistance, readiness, or recovery capacity are generally given higher priority.

Drought, earthquake, flooding, and wildfire mitigation actions are identified and assigned a priority according to their importance, cost, funding availability, to what degree project planning has been completed, and the anticipated time to implement the measures.

Using the above rationale for establishing mitigation priorities, each mitigation measure is assigned a priority ranking as follows:

- High – Projects that will be the primary focus of implementation over the next five years
- Medium – Projects that may be implemented over the next five years
- Low – Projects that will not be implemented over the next five years unless conditions change (new program/funding source)

## 6.4 Implementation Strategy

The implementation strategy is intended to successfully mitigate the hazards identified in this plan within a reasonable amount of time. The Utility is currently operating within its annual budget and has been fortunate that the recession of the past ten years didn't cause major issues with the budget or revenue. The District's revenues have remained strong throughout the recession. Capital improvement projects have remained a priority. The Utility Staff will review the Mitigation Plan each year before obtaining the next year's Fiscal Budget. The plan will also be reviewed by the Board of Directors for items to be included in the new fiscal budget. Utility staff will also look for ways to obtain Hazard Mitigation Grants each year to off-set the impacts on the fiscal budget and to show some relief for the residents of a disadvantaged community. The General Manager or his/her assignee is responsible for implementing or administering all mitigation projects.

$$B/C = \left[ \frac{B_0}{(1+i)^0} + \dots + \frac{B_T}{(1+i)^T} \right] \div \left[ \frac{C_0}{(1+i)^0} + \dots + \frac{C_T}{(1+i)^T} \right]$$

### Mitigation Projects Funding Source

There is currently no mitigation money in the District's budget. The Utility will include mitigation into the budgeting process when funding becomes available and look at what mitigation projects could be funded in future budget cycles. Also, the District will utilize the BRIC, FMA, HMGP, and other grant funding arms to obtain the mitigation and address the shortfalls in the District's CIP.

### Timeframe

Over the next five years, the Utility will incorporate mitigation into all capital improvement projects that the Utility undertakes. The Utility has a Capital Improvement Program. When money is available for CIP, the Utility replaces outdated pipelines, reservoirs, wells, and buildings.

The Utility will apply for mitigation grants as the opportunities become available in the State of California, County of San Bernardino each year. The Utility will consider all mitigation items during the annual budget workshops conducted each spring.

## **SECTION 7. - Plan Maintenance**

### **7.1 Monitoring, Evaluating and Updating the Plan**

The LHMP will be monitored and evaluated by the General Manager or his/her assignee each year, and progress will be reported as part of the annual budget workshop each spring. Annually, the General Manager or his/her assignee and the Board of Directors will review funding and determine the Capital Improvement Projects to be included in the next fiscal year's budget. The General Manager or his/her assignee will include the LHMP in all budget workshops and grant planning meetings. This will allow open discussion, evaluation, and assessment of the plan to achieve goals, allowing additions and removal of mitigated items. The General Manager or his/her assignee will keep track of all mitigation grants received by the District and when mitigation items from the LHMP are included in the CIP for mitigation.

A full review of the plan will be performed at 5-year intervals by staff in the same manner as the initial LHMP. Progress in reaching mitigation goals, assessment of new and existing hazards, development of new mitigation strategies, and goals will be tackled by a planning team that will include the District's staff and the community served by the District. The public and the City of Yucaipa will be asked to participate in the update process. The District's budget is a public document and is reviewed by the public before the Board of Directors adopts the yearly budget and any updates to the LMHP.

### **7.2 Implementation through Existing Programs**

Once the State of California OES and FEMA approve the LHMP, the District will incorporate the LHMP into capital improvement projects, capital replacement programs, building design, and any updates or repairs to the water distribution system. The District will submit a Notice of Intent to the State of California to help facilitate funding opportunities in obtaining FEMA and State funding to mitigate hazards within the service area.

The District's General Manager or his/her appointee will be responsible for the implementation of the LHMP and ensuring the LHMP's recommended goals and objectives are met. The General Manager or his/her appointee will be responsible for placing the LHMP on the District's website and incorporate the LHMP into the annual budget workshops. The General Manager or his/her assignee will evaluate the LHMP yearly and verify that the LHMP is updated and rewritten on a 5-year cycle. The District will start the update process one and a half years before the expiration date on this document. The approved HMP will be included in all project planning stages throughout the district planning. This will clarify the hazards in the District in regard to the location of infrastructure and hazards. This will ensure that new or revamping infrastructure is built to withstand the hazards at different locations in the service area. The HMP will be reviewed each year to ensure the HMP identified projects are completed. The District Engineering Department and the General Manager are responsible for maintaining the HMP.

### **7.3 Continued Public Involvement**

In the spring of each year at the District's Board of Directors' budget workshop, public comments will be taken regarding the LHMP, and projects will be considered that could possibly be included in the next year's budget. It is the responsibility of the General Manager or his/her designee to ensure the LHMP is included in each budget year staff workshops and Board of Directors Budget meetings. It is also, the General Managers \or his/her appointee has the responsibility to ensure new facilities are incorporated into the LHMP, and the LHMP is updated to include new facilities, as well removing facilities from the LHMP that are no longer used, removed from service or the hazard has been mitigated.

# APPENDIX A

## Meeting Matrix

Meeting Dates and Attendees

Yucaipa Valley Water District  
Hazard Mitigation Plan

Name	12/4/2019	1/14/2019	3/2/2019	8/20/2019	10/30/2019	2/8/2020	4/20/2020	7/21/2020	8/17/2020
John Wrobel	X	X	X	X	X	X	X	X	X
Jennifer Ares	X	X			X			X	
Matt Porras	X	X		X	X		X	X	
Matt Flordelis	X	X		X	X			X	
Chelsie Fogus	X		X		X		X		
Todd Madrid	X		X	X		X			X
Gary Sturdivan	X	X	X	X	X	X	X	X	X



# APPENDIX B

And links to the document

[www.yvwd.us](http://www.yvwd.us)

# APPENDIX C

## Facebook Announcement Public Comments

**Posted on Facebook**

The Yucaipa Valley Water District Hazard Mitigation Planning Committee is in the process of updating the District's Hazard Mitigation Plan. The Hazard Mitigation Plan is required by the federal Disaster Mitigation Act of 2000.

The plan details the risks of both natural and manmade hazards in our service area and includes programs and projects that can help reduce the exposure of District residents and businesses should an event occur. An approved Plan also makes the District eligible for federal pre-disaster and post-disaster assistance.

In order to identify and plan for future disasters, we need your input! We would appreciate your feedback with any comments and/or suggestions. The information you provided will help the District coordinate activities to reduce the risk of injury or property damage in the future.

Your comments are completely confidential. We very much appreciate your participation in this survey, which will be an integral part of our updated plan.

The Hazard Mitigation Plan is available on our website at <https://www.yvwd.us>

**Public Comments**

There were no public comments concerning the Local Hazard Mitigation Plan.

# 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

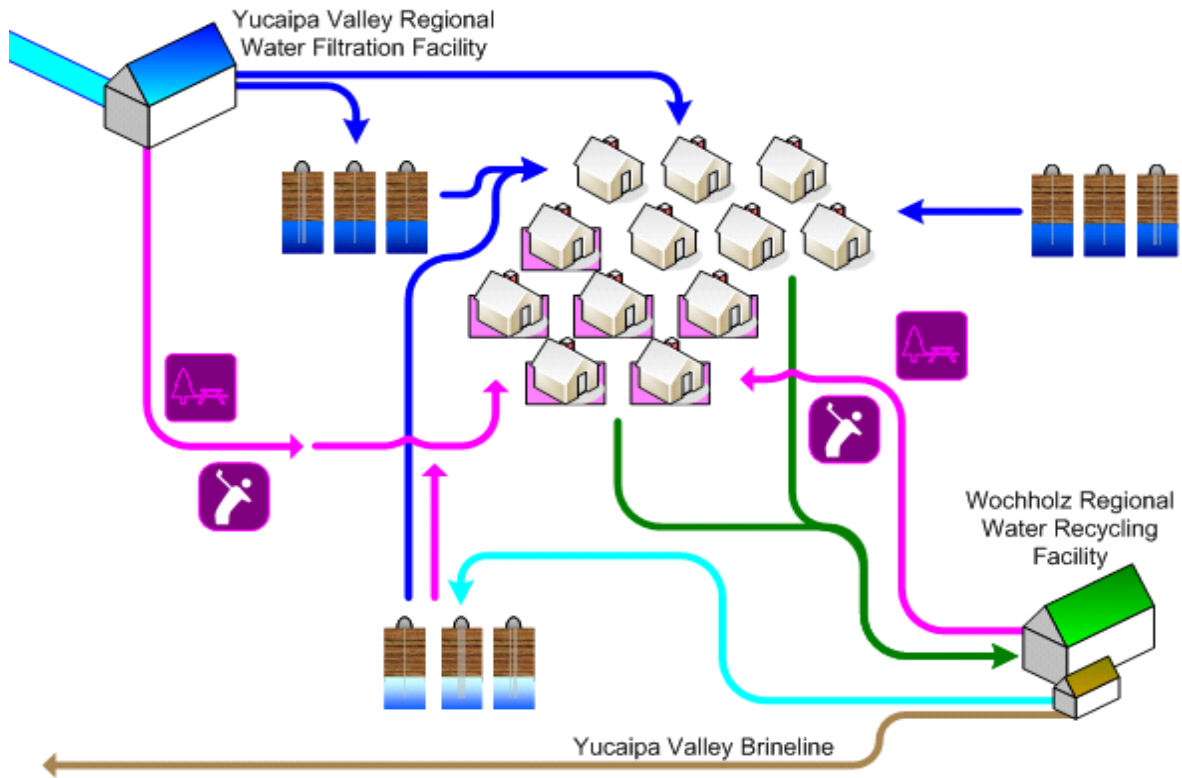
**Water System:** 223 miles of drinking water pipelines  
2,033 fire hydrants  
27 reservoirs - 34 million gallons of storage capacity  
18 pressure zones  
2.958 billion gallon annual drinking water demand  
Two water filtration facilities:  
- 1 mgd at Oak Glen Surface Water Filtration Facility  
- 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 to the distribution mains, usually pipe diameters of greater than 16".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Wastewater** - Any water that enters the sanitary sewer.

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

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

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

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

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

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

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

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

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

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





## COMMONLY USED ABBREVIATIONS

AQMD	Air Quality Management District
BOD	Biochemical Oxygen Demand
CARB	California Air Resources Board
CCTV	Closed Circuit Television
CWA	Clean Water Act
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
FOG	Fats, Oils, and Grease
GPD	Gallons per day
MGD	Million gallons per day
O & M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
POTW	Publicly Owned Treatment Works
PPM	Parts per million
RWQCB	Regional Water Quality Control Board
SARI	Santa Ana River Inceptor
SAWPA	Santa Ana Watershed Project Authority
SBVMWD	San Bernardino Valley Municipal Water District
SCADA	Supervisory Control and Data Acquisition system
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