



# 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, April 27, 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 - April 20, 2021

**V. STAFF REPORT**

**VI. DISCUSSION ITEMS**

- A. Overview of the Department of Water Resources Report - Drought in California [[Director Memorandum No. 21-079 - Page 16 of 86](#)]  
RECOMMENDED ACTION: Staff Presentation - No recommendation at this time.
- B. Consideration of Amendment No. 3 to Development Agreement No. 2018-05 for Parcel 4 of Parcel Map No. 19822 [[Director Memorandum No. 21-080 - Page 33 of 86](#)]  
RECOMMENDED ACTION: That the Board approve and authorize the Board President to execute Amendment No. 3 to Development Agreement No. 2018-05.
- C. Status Report on the Grading Water Agreement for the I-10 Logistics Project [[Director Memorandum No. 21-081 - Page 77 of 86](#)]  
RECOMMENDED ACTION: Pending.

**VII. BOARD REPORTS & DIRECTOR COMMENTS**

**VIII. ANNOUNCEMENTS**

- A. May 4, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- B. May 11, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- C. May 18, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- D. May 25, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- E. June 1, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- F. June 8, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- G. June 15, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- H. June 22, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- I. June 29, 2021 at 4:00 p.m. - **Board Meeting Cancelled**
- J. July 6, 2021 at 4:00 p.m. - **Board Meeting Cancelled**
- K. July 13, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- L. July 20, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- M. July 27, 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.

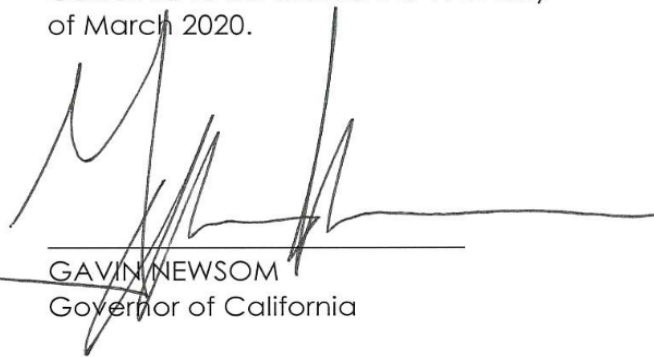
All of the foregoing provisions concerning the conduct of public meetings shall apply only during the period in which state or local public health officials have imposed or recommended social distancing measures.

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

April 20, 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  
Madeline Blua, Water Resource Specialist  
Jennifer Ares, Water Resource Manager  
Allison Edmisten, Chief Financial Officer  
Chelsie Fogus, Administrative Assistant I  
Mike Kostecky, Operations Manager  
Dustin Hochreiter, Senior Engineering Technician  
Tim Mackamul, Operations Manager  
Ron McCall, Senior Plant Operator  
Steven Molina, Public Works Supervisor  
Matt Porras, Implementation Manager  
Mike Rivera, Public Works Supervisor  
Charles Thomas, Operations Manager  
John Wrobel, Public Works Manager  
Joseph Zoba, General Manager

## Directors Absent:

None

## Consulting Staff Present:

David Wysocki, Legal Counsel

## Registered Guests and Others Present:

Doug Carlson, Customer  
Madeline Chen, Ortega Strategies Group  
Candy Dacus, Customer  
Bruce Granlund  
John Ohanian, Customer

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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 meeting identification number 676-950-731 and live presentation material was available at <https://zoom.us/j/676950731> using passcode 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

Candy Dacus asked questions about the timing of sewer infrastructure for a portion of the Slack System that is currently on septic systems. General Manager Joseph Zoba followed up with a call to Candy Dacus after the board meeting and responded to her questions.

CONSENT CALENDAR

Director Dennis Miller moved to approve the consent calendar and Director Lonni Granlund seconded the motion.

A. Minutes of Meetings

1. Board Meeting - April 13, 2021

B. Payment of Bills

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

General Manager Joseph Zoba provided information about the following items:

- The Yucaipa Sustainable Groundwater Management Agency will be holding a community meeting on Wednesday, April 28, 2021 at 6:00pm.

DISCUSSION ITEMS:

DM 21-073

CONSIDERATION OF AGREEMENT TO PROVIDE APPROPRIATED WATER FOR GRADING OF THE I-10 LOGISTICS PROJECT

General Manager Joseph Zoba discussed the water supply agreement for the I-10 Logistics Project. The District staff, legal counsel, and special legal counsel are continuing to resolve the remaining issues related to this Agreement. However, District staff recommended the approval based on the contingencies identified in Director Memorandum No. 21-073.

Director Jay Bogh moved that the Board approve the Agreement to Provide Appropriated Water contingent on:

- A. Final review and approval of insurance provisions by the General Manager.
- B. Review and approval of final Agreement and attachments by the General Manager.



- C. Completion of a baseline surface/subsurface soil investigation.
- D. Requirement for I-10 Logistics to provide a final surface/subsurface soil investigation prior to the District's relinquishment of the property.
- E. That the Board authorize the General Manager to execute related documents and take action to implement the terms of the Agreement.
- F. Funds received from the Agreement be deposited in Fund 02-10316 Supplemental Water - Riverside County.

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 21-074

OVERVIEW OF THE  
SAN BERNARDINO  
VALLEY REGIONAL  
URBAN WATER  
MANAGEMENT PLAN  
AND INTEGRATED  
REGIONAL  
WATERSHED  
MANAGEMENT PLAN

Water Resource Manager Jennifer Ares provided an overview of the Urban Water Management Plan and the Integrated Regional Watershed Management Plan currently being prepared by the retail water agencies within the San Bernardino Valley Municipal Water District.

DM 21-075

OVERVIEW OF  
GEOGRAPHIC  
INFORMATION SYSTEM  
AND BUSINESS  
MANAGEMENT  
SYSTEMS

Information Systems Specialist Wade Allsup provided an overview of the geographical information system and the efforts to refine and improve the field data recorded by the District staff.

DM 21-076

CONSIDERATION OF  
REHABILITATING THE  
PRIMARY  
SEDIMENTATION  
BASIN INSPECTION  
LIDS AND DEMOLITION  
OF AIR SCRUBBERS AT  
THE WOCHHOLZ  
REGIONAL WATER  
RECYCLING FACILITY

Operations Manager Charles Thomas Manager provided an overview of the primary sedimentation basin improvements needed at the Wochholz Regional Water Recycling Facility.

Director Joyce McIntire moved that the Board authorize the General Manager to execute a contract with Track Tech for a sum not to exceed \$25,000 and adopt Resolution No. 2021-21.

Director Dennis Miller seconded the motion.

The motion was approved by the following vote:

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

DM 21-077

CONSIDERATION OF  
WELL NO. 46 MOTOR  
REPLACEMENT

Operations Manager Mike Kostelecky discussed the issue with the motor at Well No. 46.

Director Joyce McIntire moved that the Board authorize the General Manager to proceed with replacement of the 400 HP electric motor at Well 46 for a sum not to exceed \$31,806; and approve Resolution No. 2021-22

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

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

DM 21-078

PRESENTATION OF  
THE UNAUDITED  
FINANCIAL REPORT  
FOR THE PERIOD  
ENDING ON MARCH 31,  
2021

Chief Financial Officer Allison Edmisten provided an overview of the unaudited financial report.

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

Director Dennis Miller seconded the motion.

The motion was approved by the following vote:

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

BOARD REPORTS AND  
DIRECTOR COMMENTS

Director Lonni Granlund reported on the San Bernardino Valley Municipal Water District special meeting held on April 15, 2021.

Director Joyce McIntire reported on the Riverside County Special Districts meeting held on April 15, 2021.

Director Joyce McIntire and Director Lonni Granlund reported on the San Gorgonio Pass Water Agency board meeting held on April 19, 2021.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 4:45 p.m.

Respectfully submitted,

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Joseph B. Zoba, Secretary

(Seal)

# Staff Report



Yucaipa Valley Water District

# PUBLIC NOTICE OF COMMUNITY ENGAGEMENT MEETING

## Yucaipa Sustainable Groundwater Management Agency for the Yucaipa Groundwater Basin

**Wednesday, April 28, 2021 at 6 pm**

VIRTUAL MEETING ONLY – No physical meeting location per Executive Order N-29-20, which suspends the requirement for the public location of meetings.

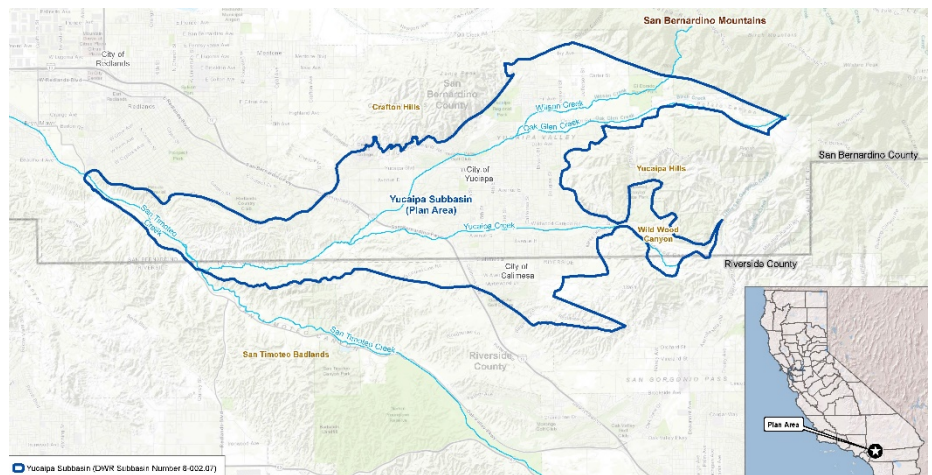
Zoom Meeting Link: <https://dudek.zoom.us/j/93008703121?pwd=NVFjYUpic1gxV0h0eHRvcWt4cGdidz09>

Public Participation Dial-in number: (669) 900-6833 or (929) 205-6099

Meeting ID/Passcode: 930 0870 3121

The Yucaipa Sustainable Groundwater Management Agency (Yucaipa-SGMA) is hosting a public Community Engagement Meeting to discuss and receive comments on the development of a Groundwater Sustainability Plan (GSP) for the Yucaipa Basin in accordance with the requirements of the Sustainable Groundwater Management Act (SGMA). The GSP will provide the basis for sustainably managing the groundwater resource in the Yucaipa Basin, with the goal of avoiding undesirable conditions that would adversely affect this resource in the future.

All stakeholders, including residents, property owners, community groups, non-profit organizations, agriculturalists, agricultural industry organizations, municipal water users, industrial water users, the business community, environmental organizations, mining operations as well as all local agencies that are interested in the Yucaipa Basin GSP are encouraged to attend.



### ***What is SGMA?***

SGMA is a state law that passed in 2014 that affects the regulation and management of local groundwater resources. SGMA provides an opportunity for those in the community to discuss the future of local groundwater sustainability.

### ***Why should I attend the meeting?***

The Groundwater Sustainability Plan will affect groundwater users in the cities and unincorporated areas within the Yucaipa Basin area. Attending this meeting, and future meetings, gives you the opportunity to

- Learn more about SGMA and GSP development in your area;
- Ensure your interests and concerns related to local groundwater management are represented; and
- Understand how decisions on local groundwater sustainability will be made.

**Questions?** Contact Steven Stuart at (760) 415-9079 or [sstuart@dudek.com](mailto:sstuart@dudek.com); Matt Howard at (760) 885-7844 or [matth@sbgmwd.com](mailto:matth@sbgmwd.com).

# Discussion Items



Yucaipa Valley Water District



**Date:** April 27, 2021

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

**Subject:** Overview of the Department of Water Resources Report - Drought in California

**Recommendation:** Staff Presentation - No recommendation at this time.

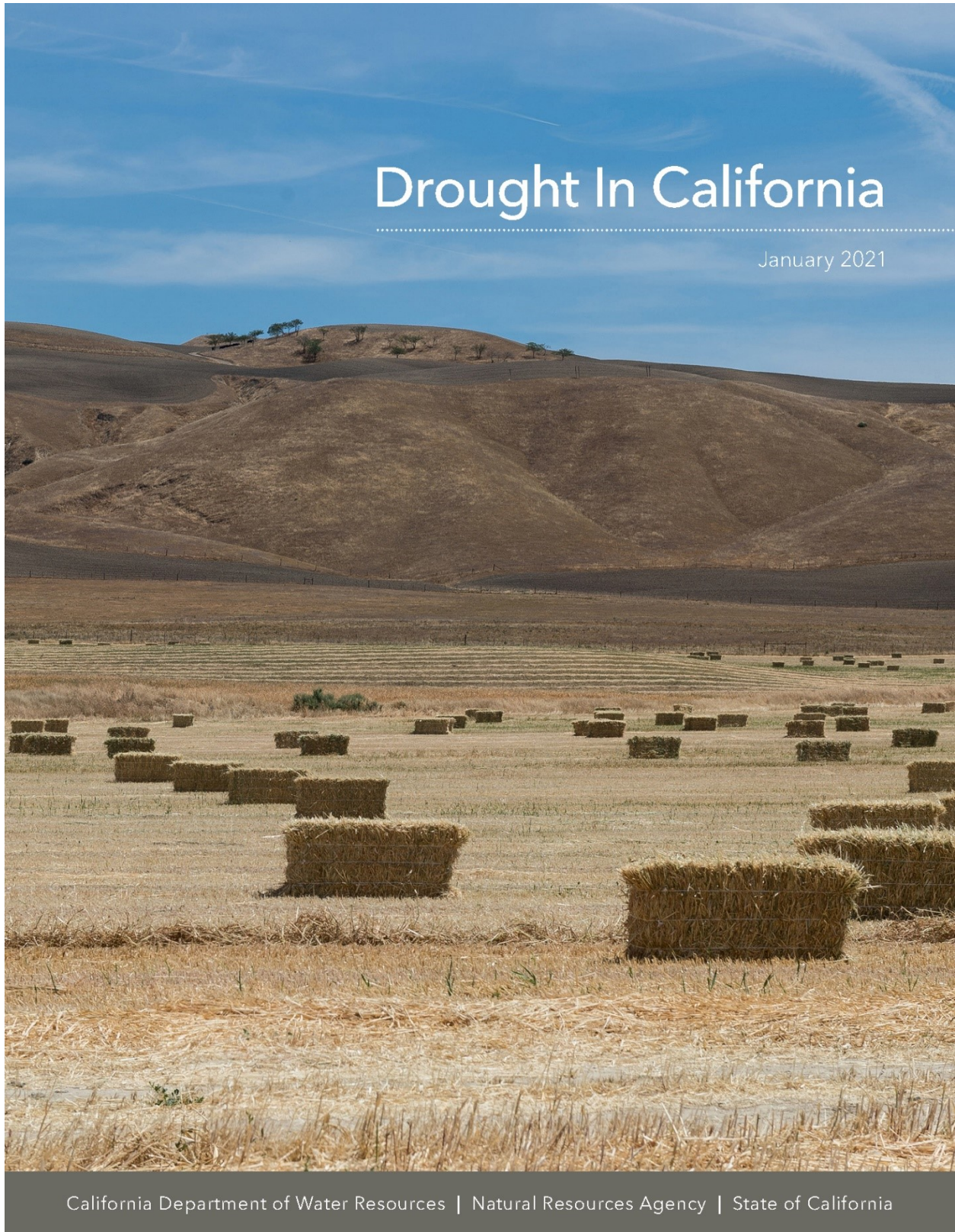
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During the 2012-2016 drought, Governor Brown issued a series of executive orders together with new regulations put forth by the State Water Resources Control Board that created statewide solutions for dealing with the drought conditions. The high-level directives mandated by the State superseded the advanced planning efforts and resources available at the local level in favor of a statewide approach.

The first six months of the current water year rank as the fourth driest of record based on statewide precipitation. Water Year 2020 was dry in the northern two-thirds of the state.

As California enters another drought cycle, the District staff is accelerating numerous water supply projects that will maximize the use of recycled water throughout our service area. These projects will provide renewable water resources to reduce the impacts of climatic changes on our community.





# Drought In California

January 2021

California Department of Water Resources | Natural Resources Agency | State of California



Major Water Facilities



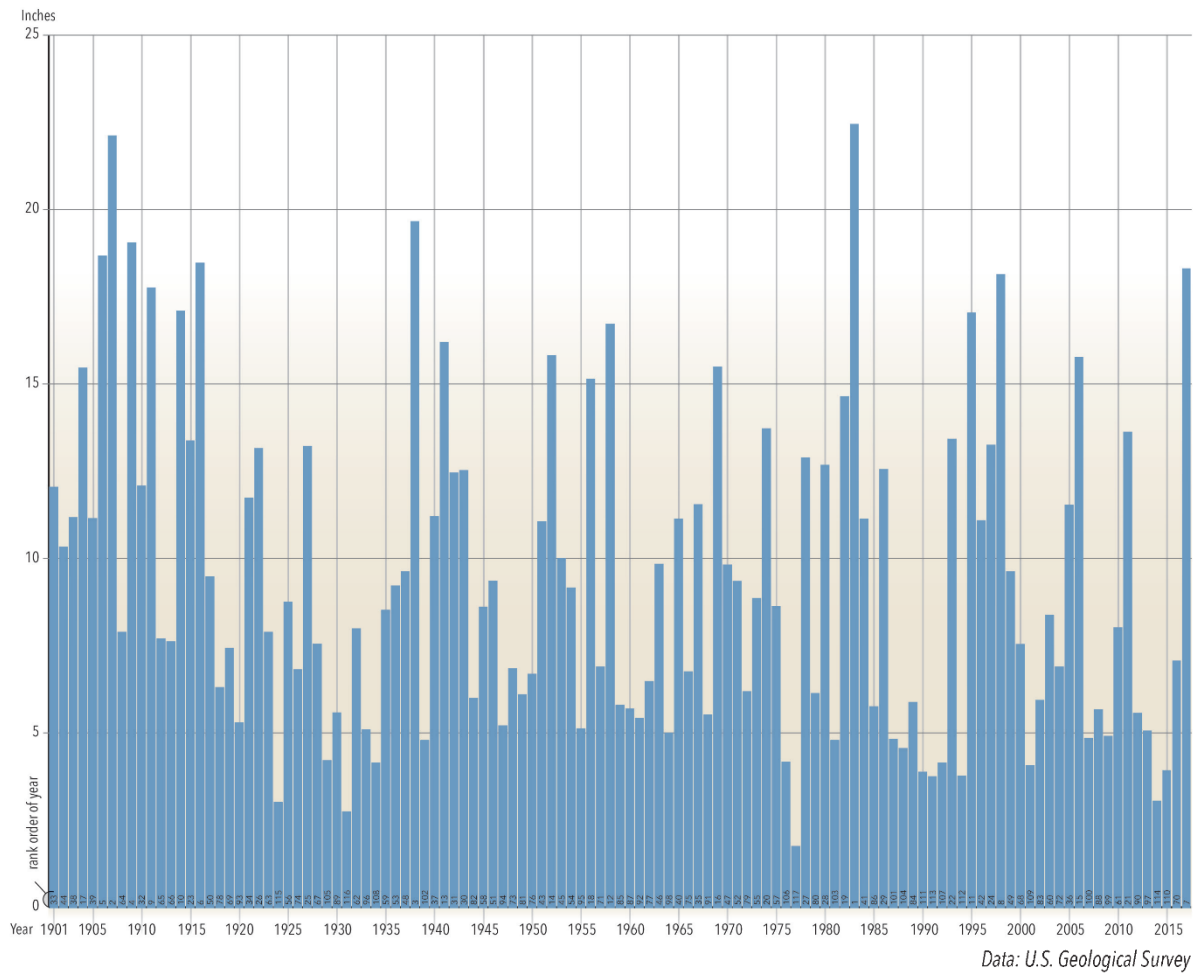
### DEFINING DROUGHT

California's annual water supply conditions are highly variable, and droughts are a recurring feature in the state's water budget. There are many ways that drought can be defined. Some ways can be quantified, such as meteorological drought (a period of below-normal precipitation) or hydrologic drought (a period of below-average runoff), others are more qualitative in nature (shortage of water for a particular purpose). There is no universal definition of when a drought begins or ends, nor is there a State statutory process for defining or declaring drought. A proclamation of emergency conditions pursuant to the California Emergency Services Act may be used to

respond to drought impacts, but such a proclamation is not itself a definition of drought.

Drought is a gradual phenomenon. Impacts of drought are typically felt first by those most dependent on annual rainfall, such as ranchers engaged in dryland grazing or rural residents relying on wells in low-yield rock formations. Drought impacts increase with the length of a drought, as carry-over supplies in reservoirs are depleted and water levels in ground water basins decline. Hydrologic impacts of drought to any individual water supplier may be exacerbated by other factors such as regulatory requirements to satisfy the rights of senior water right holders or to protect environmental resources.

### Calculated Statewide Runoff







*An aerial view of Lake Powell, with Glen Canyon Dam in the foreground. The Colorado River Basin has been experiencing long-term drought conditions since 2000, resulting in lowered water levels at Lake Powell (shown here) and Lake Mead. The Colorado River has historically been a highly reliable water supply for Southern California, despite prolonged drought, thanks to the basin's reservoir storage capacity. Interim guidelines adopted in 2007 for Lower Basin shortages and coordinated operations of Lakes Mead and Powell have helped reduce the risk of shortages to California. The existing guidelines expire at the end of 2025. Photo credit: Getty Images*

From a water use perspective, drought is best defined by its impacts on a particular class of water users in a particular location. In this sense, drought is a very local circumstance. Hydrologic conditions constituting a drought for water users in one location may not constitute a drought for water users in a different part of the state or with a different water supply. California's extensive system of water supply infrastructure—reservoirs, managed groundwater basins, and interregional conveyance facilities—mitigates the effect of short-term (single-year) dry periods for most water users. Individual water suppliers may use criteria such as rainfall or runoff, amount of water in storage, decline in groundwater levels, or expected supply from a water wholesaler to define their water supply conditions. Criteria used to identify statewide drought conditions—such as statewide runoff and reservoir storage—do not address these localized circumstances. And although California's water supply infrastructure provides a means to mitigate impacts for most water users, other types of impacts (such as increased wildfire risk or stress on vegetation and wildlife) remain.

## DROUGHTS IN CALIFORNIA

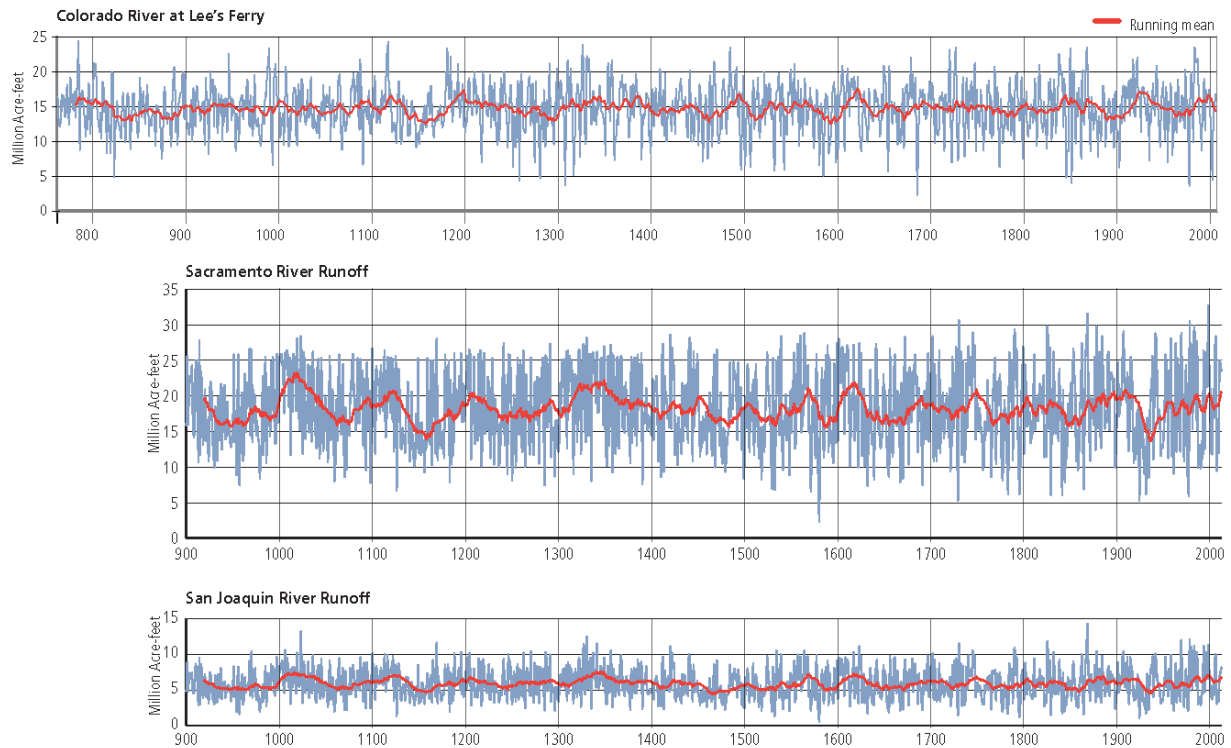
Drought played a role in shaping California's early history, as the so-called Great Drought in 1863–1864 contributed to the demise of the cattle rancho system, especially in Southern California. Subsequently, a notable period of extended dry conditions was experienced during most of the 1920s and well into the 1930s, with the latter time including the Dustbowl drought that gripped much of the United States. Three 20th century droughts were of particular importance from a water supply standpoint—the droughts of 1929–1934, 1976–1977, and 1987–1992. More recent multiyear droughts occurred in 2007–2009 and 2012–2016.

The 1929–1934 drought was notable not only for its duration but also for its occurrence within a longer period of very dry hydrology. This drought's hydrology was subsequently widely used in evaluating and designing storage capacity and yield of large Northern California reservoirs. The 1976–1977 drought, when statewide runoff in 1977 hit an all-time low, served as a wake-up call for California water agencies that were unprepared for major cutbacks in their supplies. Forty-seven of the state's 58 counties declared local drought-related emergencies at that time. Probably the most iconic symbol of the 1976–1977 drought was construction of an emergency pipeline



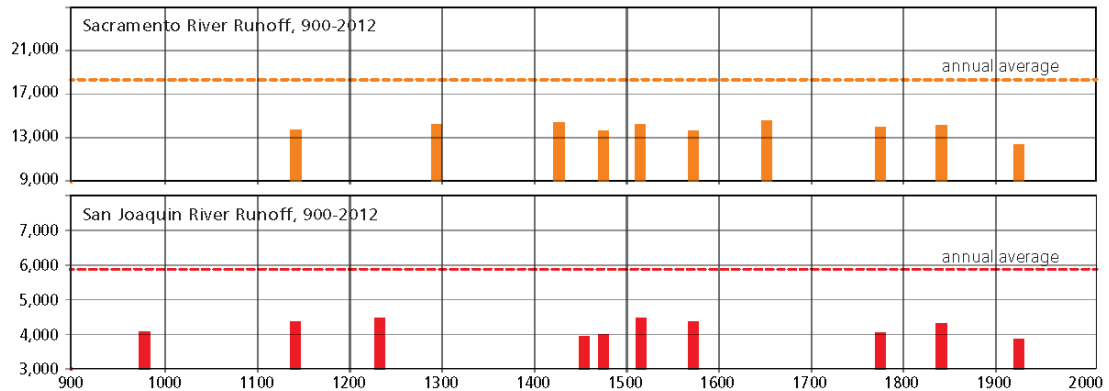
*Collecting a tree-ring sample near Ebbetts Pass. Data from multiple trees at one site are combined into a single record representative of the site.*

Reconstructed Flows In Major Rivers



Data courtesy of Dave Meko, University of Arizona

Driest 10-Year Periods in Reconstructed Records



Sacramento River runoff is the sum of the unimpaired flow at the Sacramento River above Bend Bridge, Feather River at Oroville, Yuba River near Smartville, and American River below Folsom Lake. San Joaquin River runoff is the sum of the unimpaired flow at the Stanislaus River below Goodwin Reservoir, Tuolumne River below La Grange, Merced River below Merced Falls, and San Joaquin River inflow to Millerton Lake. Figure provided courtesy of Connie Woodhouse, University of Arizona

across the San Rafael Bridge to bring water obtained through a complex system of exchanges to Marin Municipal Water District in southern Marin County. The 1987–1992 drought stands out because of its six-year duration. Twenty-three counties declared local drought emergencies during that period. Santa Barbara experienced the greatest water supply reductions among the larger urban areas. In addition to adoption of measures such as a 14-month ban on all lawn watering, the city installed a temporary emergency desalination plant and an emergency pipeline was constructed to make State Water Project (SWP) supplies available to southern Santa Barbara County. The Department of Water Resources' state drought water bank and enactment of legislation clarifying water rights aspects of water transfers catalyzed development of the institutional framework for transfers that exists today.

Twenty-first century statewide droughts include the three-year 2007–2009 event and the five-year 2012–2016 event. These events were the first times statewide proclamations of emergency were used to respond to drought impacts and they also illustrated the effect of a warming climate on drought impacts. California tied its record for the lowest April 1st statewide snowpack set in Water Year 1977 (25 percent of average) in Water Year 2014 and then broke the record in Water Year 2015 (5 percent of average). Calendar years 2014 and 2015 were the warmest and second-warmest years of record, respectively, for statewide average temperature. New records for catastrophic wildfires were set during and after the 2012–2016 drought. That drought was the first time the State imposed mandatory urban water use reduction requirements on water suppliers, and all of California's 58 counties declared local emergencies. An iconic image of that drought was the temporary emergency pumping plant and pipeline used at the U.S. Bureau of Reclamation's Lake Cachuma to move water for the Santa Barbara area across the lake's dry bottom to the distribution system intake that had been stranded by falling lake levels. Although the statewide drought of 2012–2016 was ended by a wet Water

Year 2017, localized drought conditions persisted in the Central Coast region and were not ended until a wet Water Year 2019.

A period of historically recorded hydrology of little more than a century does not represent the full range of the climate system's natural variability. Paleoclimate information, such as streamflow reconstructions based on tree-ring data, shows that natural variability can be far greater than that observed in the historical record. These reconstructions have identified droughts prior to the historical record that were more severe than today's water institutions and infrastructure were designed to manage, although one period in the historical record—that of the 1920s and 1930s—ranks among the driest events of the extended record.



*Folsom Lake in Water Year 1977 (an El Niño year) and in Water Year 2014 (an ENSO-neutral year).*





Agricultural impacts of the 2012-2016 drought were most widespread in the San Joaquin Valley, where Central Valley Project agricultural water contractors had zero allocations in 2014 and 2015. Reduced agricultural activity translated to economic impacts for small rural communities dependent on farm employment, creating increased demands on social services programs. Photo credit: Getty Images



A dry Lake Cachuma in February 2017. The temporary pipeline seen here entering the inlet tower to the Tecolote Tunnel connected a barge-mounted emergency pumping plant on the lake to the inlet. The dry lakebed illustrates lingering Central Coast drought impacts that were not mitigated by a wet Water Year 2017. It was not until early 2019 that lake levels recovered sufficiently to permit decommissioning of the temporary facilities.

Land Idling Based on Satellite Imagery, September Comparison of a Wet 2011 with a Dry 2015

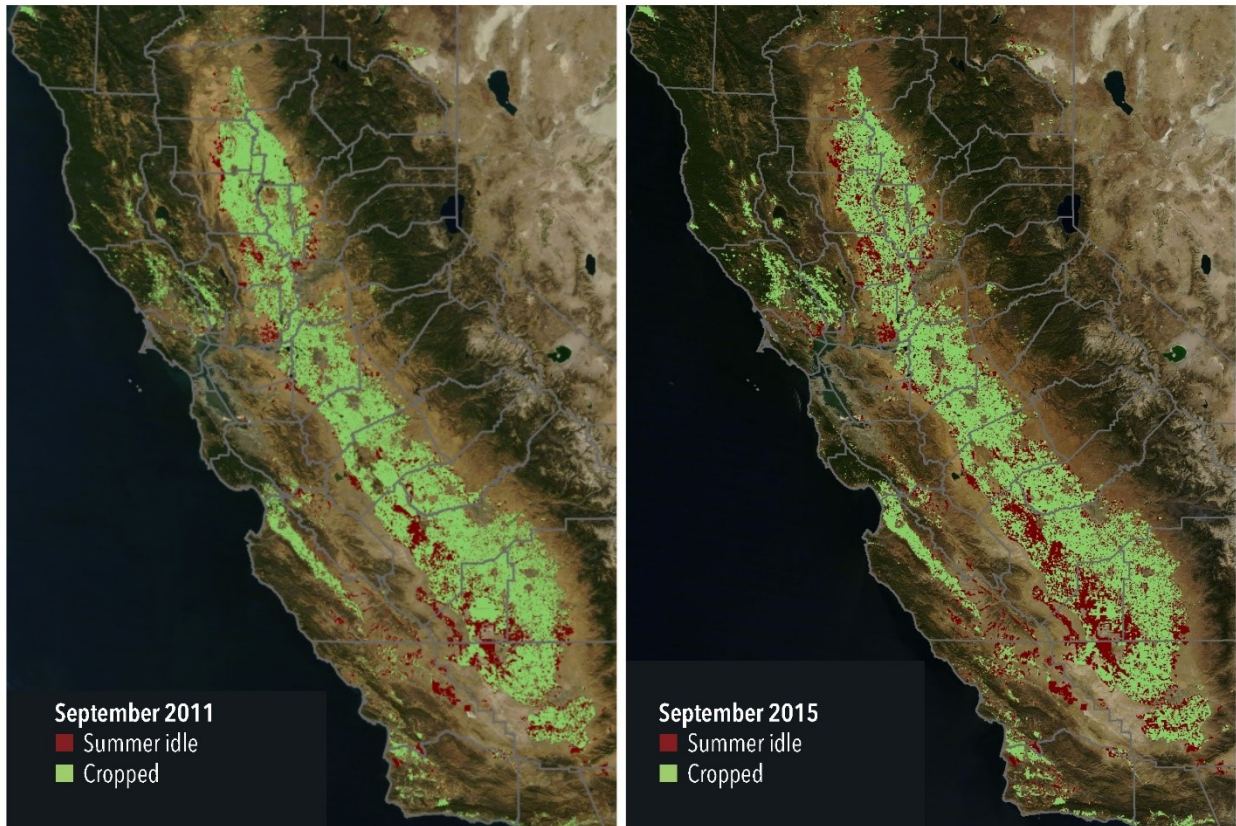
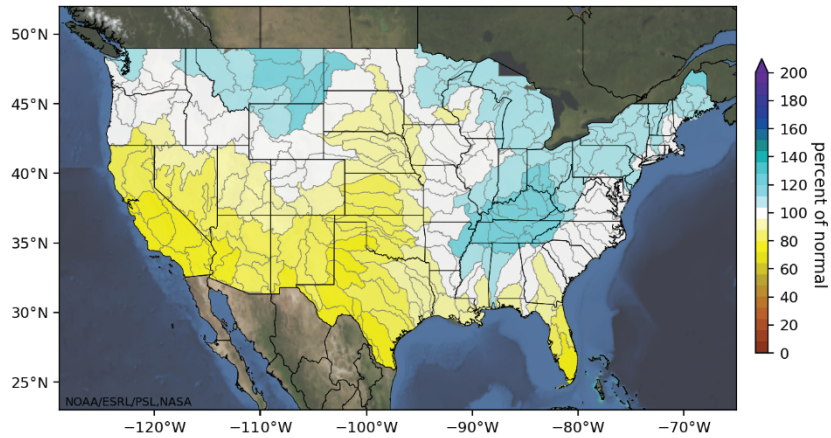


Figure credit: NASA



PSL Forecast Anomalies 2020/2021



An experimental research seasonal precipitation forecast prepared by the National Oceanic and Atmospheric Administration's (NOAA's) Earth Systems Research Laboratory for DWR. Although the need for skillful forecasts of seasonal precipitation to support water management decision-making has been expressed from the 1976-1977 drought onward through today, the skill of operationally issued forecasts remains low. A 2020 NOAA report pursuant to Public Law 115-25 has outlined a research agenda for improving sub-seasonal to seasonal precipitation forecasting. Image courtesy of NOAA Earth Systems Research Laboratory.

El Niño-Southern Oscillation and California Precipitation

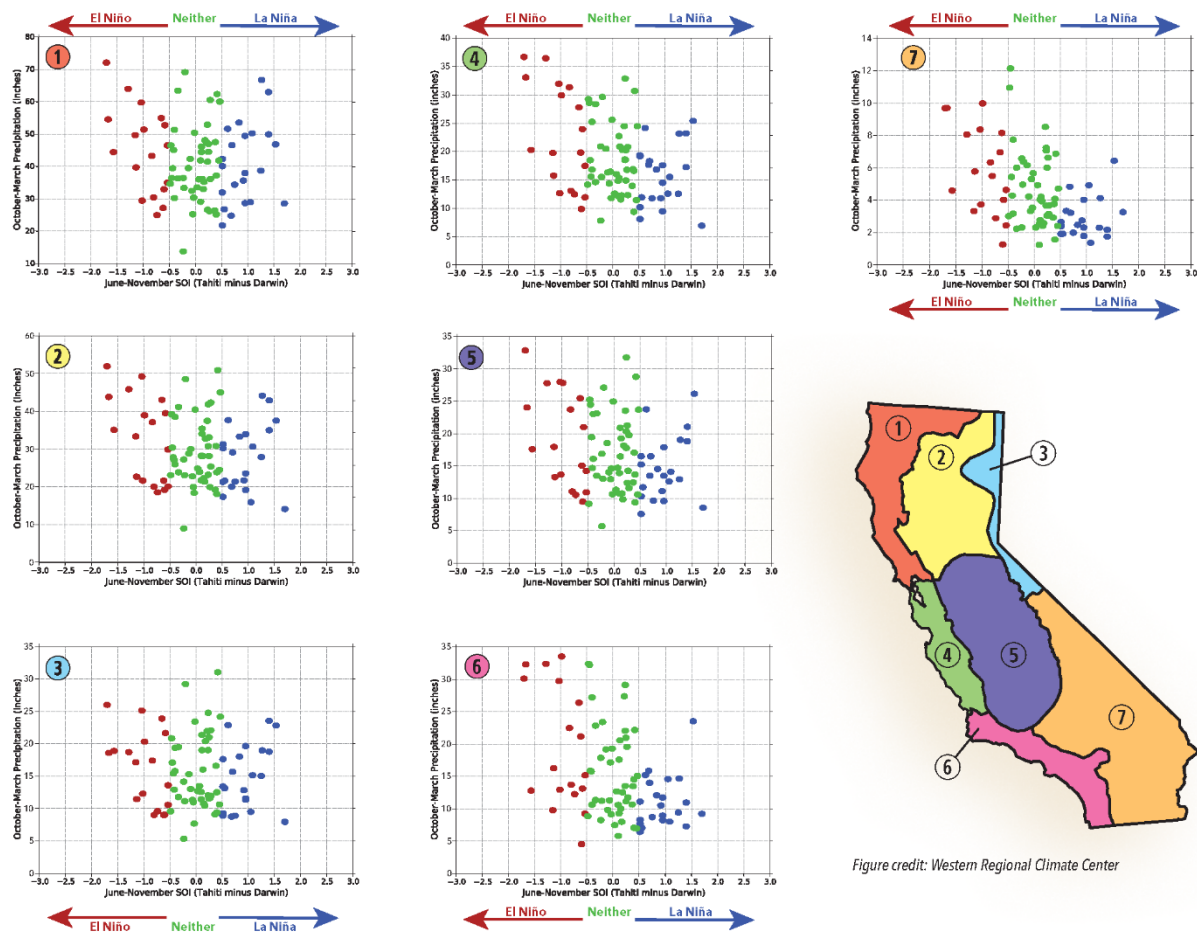


Figure credit: Western Regional Climate Center

### DROUGHT CAUSATION AND PREDICTION

Most of California's moisture originates from the Pacific Ocean. During the wet season, the atmospheric high pressure belt that sits off western North America shifts southward, allowing Pacific storms to bring moisture to California. On average, 75 percent of the state's average annual precipitation occurs between November and March, with half of it occurring between December and February. A persistent high pressure zone over California during the peak winter water production months predisposes the water year to be dry.

The ability to reliably predict precipitation conditions at seasonal or annual timescales is very limited. The El Niño-Southern Oscillation (ENSO) offers only limited predictive capability for precipitation in California. ENSO is a periodic shifting of ocean-atmosphere conditions in the tropical Pacific that ranges from El Niño (warm phase) to neutral to La Niña (cold phase). La Niña conditions tend to favor a drier outlook for Southern California, but do not

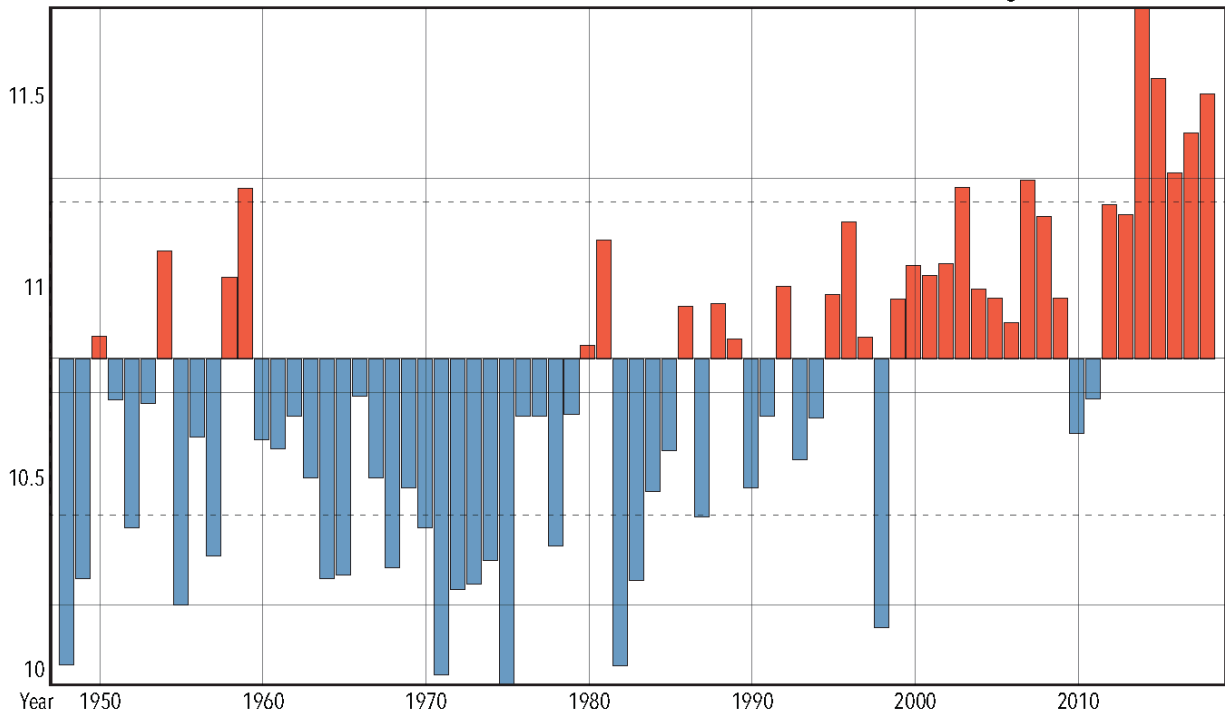


*The December 2017 Thomas Fire in the hills above Santa Barbara. Five years of drought followed by a wet Water Year 2017 resulted in ample fuel for wildfires, combining dead trees and brush from the drought with heavy growth of annual grasses that became dry tinder in the summer. Photo credit: Getty Images*

typically show significant correlation with water year type for Northern and Central California. Seasonal precipitation forecasting is an important drought response tool and a research area requiring focused investment to develop the predictive ability needed to support water management.

### Annual Elevation of Freezing Level Over Lake Tahoe, Departure From Long-Term Mean

Elevation (feet, thousands) 0°C Level at 39.11°N, 120.04°W – 12 Months Ending in December (1948-2018)

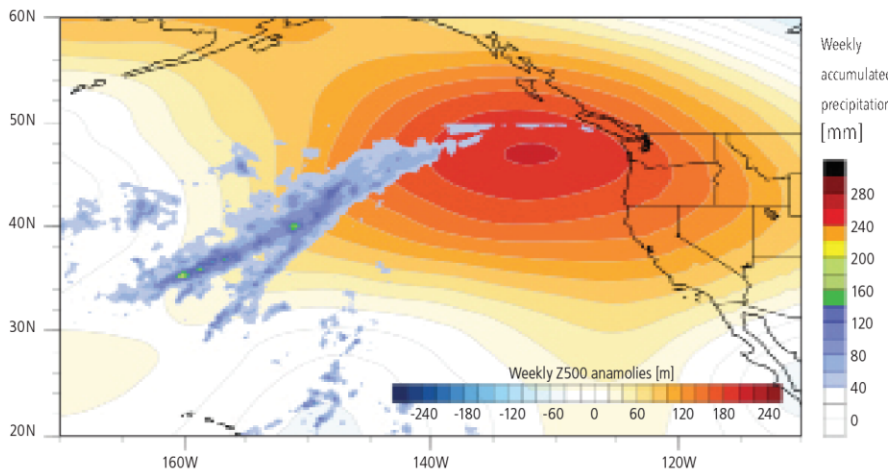


Source: Western Regional Climate Center

Climate change is expected to affect California's water supply conditions over the long term, with a significant impact being reduction in mountain snowpack. Climate change models show pronounced impacts—such as loss of half or more of Sierra Nevada snowpack—by the end of the century, with noticeable impacts occurring by mid-century. Even though some climate models predict that Northern California may be slightly wetter by century's end, the loss

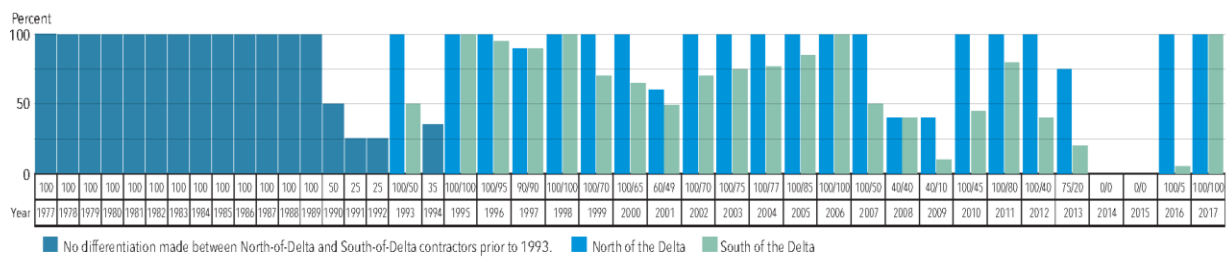
of winter storage capacity in mountain snowpack and warmer temperatures will exacerbate drought conditions. The record warm temperatures California experienced in the winters of Water Years 2014 and 2015 illustrate how future droughts may unfold, with greatly reduced spring runoff into major reservoirs and water temperatures too warm to support anadromous fish populations in many areas.

**Atmospheric Ridging Blocking Precipitation from Reaching West Coast**

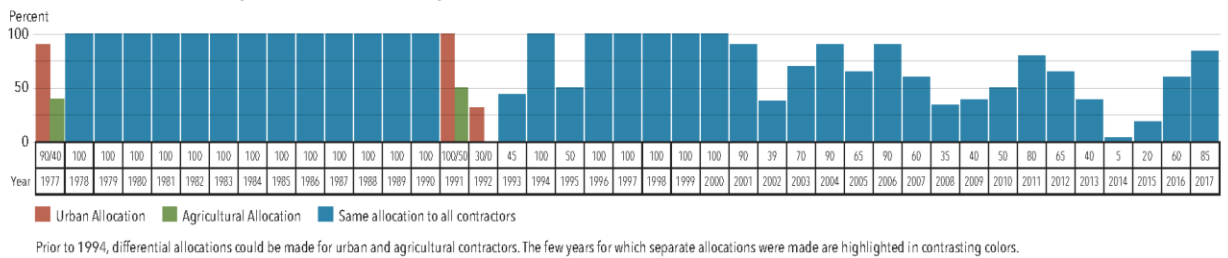


*Persistent atmospheric ridging that prevented winter precipitation from reaching California, popularly known as the "Ridiculously Resilient Ridge," was a defining feature during part of the 2012-2016 drought. Developing the ability to predict these conditions months in advance is an important aspect of improving drought preparedness. Figure credit: NASA Jet Propulsion Laboratory*

**Historical Central Valley Project Allocations to Agricultural Contractors**



**Historical State Water Project Allocations to Project Contractors**







A dead citrus orchard in 2015 near Lindsay. The first-ever zero allocations of Class 1 water in the CVP's Friant service area in 2014 and 2015 were unexpected and came with substantial impacts for local residents.



Orchard on the Westside of the San Joaquin Valley abandoned during the 2007-2009 drought.

**DROUGHT IMPACTS**

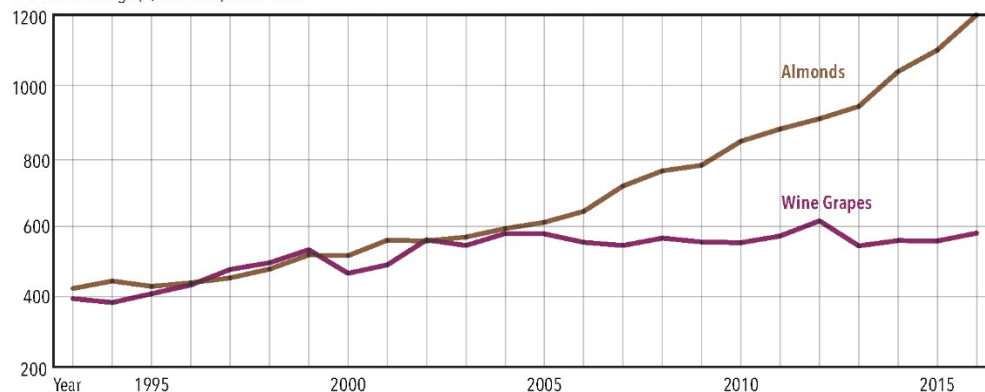
Even a single dry year can pose problems for activities that are wholly dependent on unmanaged water supplies, such as dryland farming or livestock grazing. Single dry year impacts to the natural environment can often be seen in the form of increased wildfire risk, a risk that increases in multiple dry years. Damages associated with wildfires and loss of timber resources are one of the largest economic impacts of drought, and California faces increasing wildfire risk from the combination of a warming climate and encroachment of urban development into the urban/wildland interface. As illustrated by the state's catastrophic 21st century wildfire seasons, devastating urban/wildland fire episodes occurred during or following a drought,



Cattle grazing near the California Aqueduct south of Bakersfield in February 2014. The livestock industry is affected early during droughts, when non-irrigated rangeland lacks sufficient forage to support producers' normal grazing operations. Livestock grazing conditions are typically a driver of U.S. Department of Agriculture drought disaster designations that enable federal financial assistance for producers. Photo credit: Getty Images

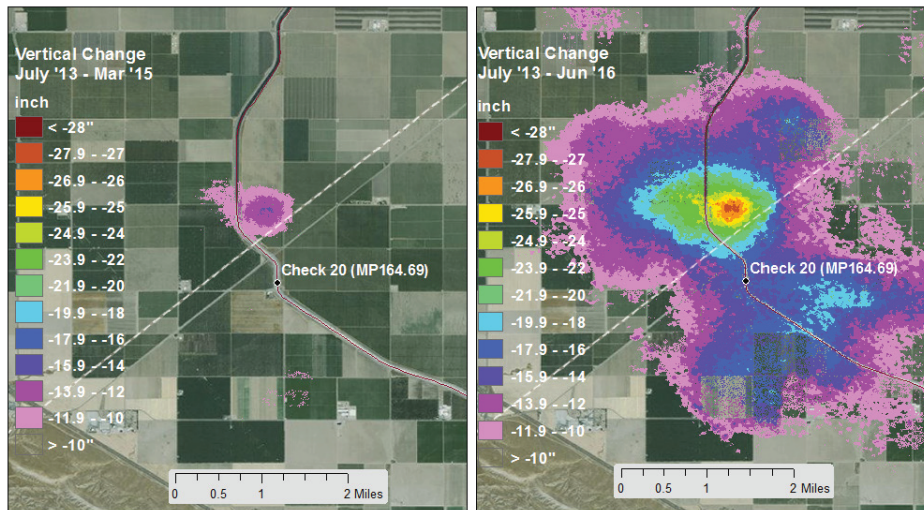
**Example of Increased Acreage in Permanent Plantings**

Harvested Acreage (1,000 Acres) 1993-2016



Data credit: California Department of Food and Agriculture and U.S. Department of Agriculture National Agricultural Statistics Service. Note: The California Department of Food and Agriculture reclassified its definition of wine grapes in 2013.

Growth of Subsidence Hotspot Adjacent to California Aqueduct



An interferometric synthetic aperture radar (InSAR) image of the growth of a subsidence hotspot adjacent to the California Aqueduct during the 2012-2016 drought, captured by an aircraft-based sensor. DWR contracted with the National Aeronautics and Space Administration's (NASA's) Jet Propulsion Laboratory (JPL) for InSAR subsidence monitoring during the drought. The monitoring revealed the widespread spatial extent of San Joaquin Valley land subsidence during the drought as well as subsidence rates matching earlier record highs of approximately one foot per year. Figure credit: NASA JPL

Subsidence north of Check 20 on the California Aqueduct near Avenal. DWR estimates that the aqueduct in this area has lost 20 percent of its original design capacity because of long-term subsidence.

when dead timber and brush and dry vegetation created conditions favorable for massive fire outbreaks.

Multiple dry years predictably create problems for small water systems in at-risk areas. Urban water suppliers, particularly those serving larger metropolitan areas, typically provide reliable supplies for their customers, as they have the resources and the revenue base to prepare for and respond to drought impacts. Most serious water supply problems during droughts are experienced by small water systems. Although small systems serve a low percentage of California's total population, they constitute the majority of the state's public water systems. Small systems (as well as self-supplied households on private wells) tend to be located outside the state's major metropolitan areas, often in lightly populated rural areas where opportunities for interconnections with another system or water transfers are minimal. Small systems have limited financial resources, constraining their ability to undertake major capital improvements. Most small system drought problems stem from dependence on an unreliable water source, often groundwater in fractured rock systems or in small coastal terrace groundwater basins. Historically, particularly at-risk geographic areas have been foothill

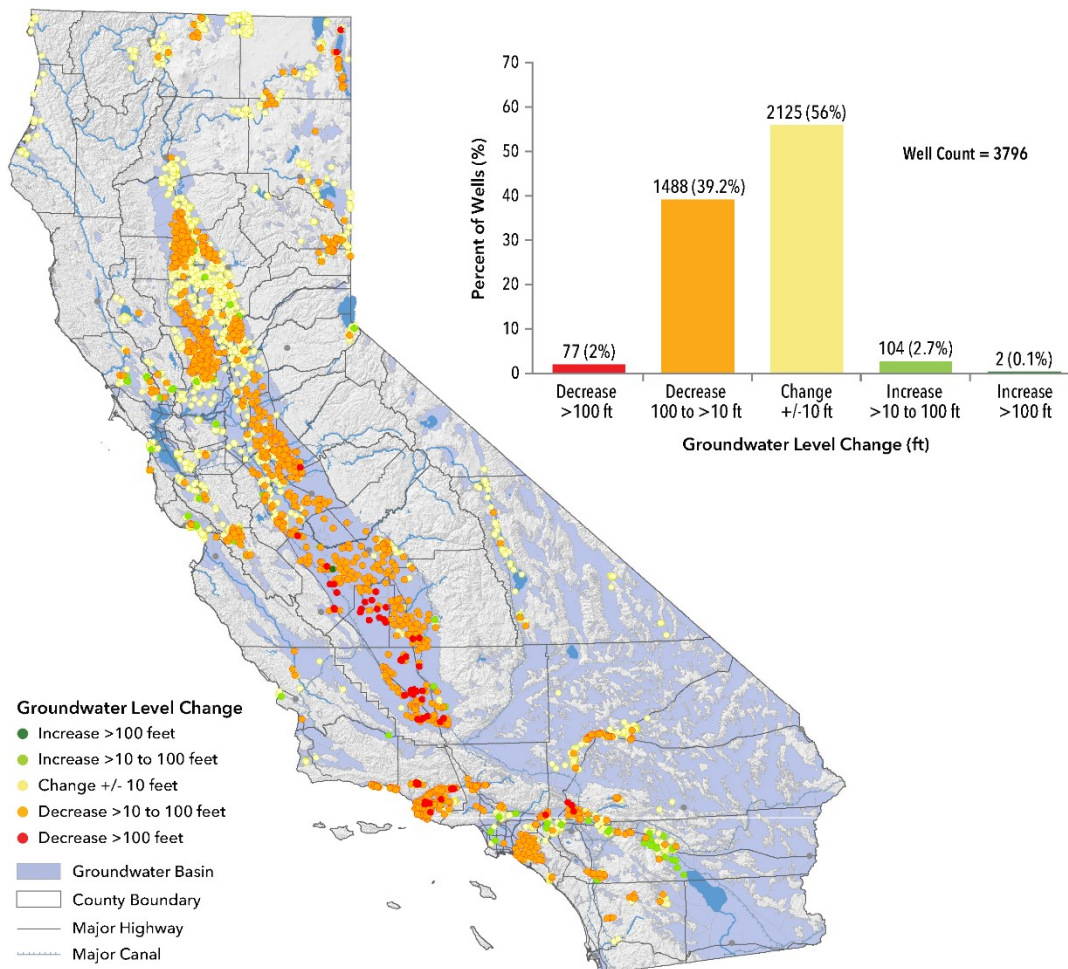
areas of the Sierra Nevada, Coast Range, and inland Southern California mountains, and the North and Central Coast regions.

In the irrigated agriculture sector, the largest at-risk area has historically been the west side of the San Joaquin Valley, particularly the area supplied by Central Valley Project (CVP) south-of-Delta exports. CVP agricultural contractors in both the Sacramento and San Joaquin valleys received first-ever zero supplies in Water Years 2014 and 2015, leading to substantially increased groundwater pumping that in turn created other impacts, especially in the San Joaquin Valley. Although groundwater and water transfers may make up for some of the lost surface water supplies, cuts of this magnitude result in abandonment of permanent plantings such as orchards and vineyards, large-scale land fallowing, and socioeconomic impacts in rural communities dependent on agricultural employment.

Drought impacts can change over time due to factors such as increases in population, changes in agricultural cropping patterns, climate change, or changes in institutional conditions. During the 1987-1992 drought, for example, the state's 1990 population was close to 80 percent of present numbers and irrigated acreage was



Cumulative Change in Statewide Groundwater Levels, 2012-2016 Drought



roughly the same as that of the present, but the institutional setting for water management differed significantly. Since that historical drought, California has had to reduce its use of Colorado River water to the State's basic interstate apportionment of 4.4 million acre-feet of consumptive use annually. The Central Valley Project Improvement Act of 1992 dedicated 800,000 acre-feet of project yield for environmental purposes. The regulatory framework for the SWP and CVP changed significantly in terms of new Endangered Species Act requirements to protect certain fish species and State Water Resources Control Board water rights decisions governing the water

projects' operations in the Sacramento-San Joaquin Delta. The collective impacts of changed water supply and water use conditions can result in differences between historically observed drought vulnerability or resilience and circumstances that may occur in the future.

**DROUGHTS AND GROUNDWATER**

Under average hydrologic conditions, close to 40 percent of California's urban and agricultural water needs are supplied by groundwater, an amount that increases in dry years when water users with diminished surface supplies increase their reliance on groundwater. The amount of water stored



Following the 2017 Tubbs Fire, the City of Santa Rosa has been replacing destroyed or damaged water service lines and conducting extensive water quality testing in parts of its distribution system where contaminants from melted plastic pipes were detected. Photo credit: California Governor's Office of Emergency Services



Flames from the Bear Fire in September 2020 burn around Lake Oroville; the Bidwell Bar Bridge is in the foreground. DWR evacuated Hyatt Powerplant as a precautionary measure. The fire destroyed much of the small community of Berry Creek. Similarly, the 2018 Carr Fire burned the area surrounding the U.S. Bureau of Reclamation's Keswick Dam and powerplant, requiring evacuation of plant operators and resulting in boil water advisories for residents served by several small community services districts. Photo credit: Getty Images



The City of San Diego's San Vicente Dam, constructed in the 1940s, was raised 117 feet as part of San Diego County Water Authority's (SDCWA's) emergency storage project, more than doubling the reservoir's capacity and improving the drought resiliency of a region having relatively little local surface water or groundwater storage capacity. The enlargement was completed in 2014. Photo credit: SDCWA

in California's aquifers is far greater than that stored in the state's surface water reservoirs, although only a fraction of that groundwater can be economically and sustainably extracted for use. Although large alluvial groundwater basins support most of California's groundwater use on a volumetric basis, groundwater extracted from fractured bedrock (fractured rock groundwater) is the sole source of supply for many small water systems and private well owners in rural areas. Generally speaking, fractured rock groundwater systems store far less water than do alluvial basins and are markedly dependent on annual precipitation for recharge. Yields of wells drilled in fractured rock can vary greatly over short distances due to highly site-specific geologic conditions.

Increased groundwater use during droughts is typically reflected in declining groundwater levels in alluvial groundwater basins. In basins not experiencing long-term overdraft, a pattern of water level drawdown during dry conditions and recovery during wet conditions normally occurs. Drought exacerbates water level decline in overdrafted basins, potentially increasing the risk of adverse impacts such as land subsidence or migration of poor-quality groundwater to production wells. The San Joaquin Valley, for example, has been an area of long-standing overdraft and land subsidence, and significantly increased rates of subsidence have been observed in parts of the valley during drought years. Over time, implementation of the 2014 Sustainable Groundwater Management Act is expected to alleviate these impacts.

Other common drought-related groundwater impacts include an increase in the number of new wells being drilled or of existing wells being deepened; private residential wells historically represent the single largest category of new or deepened wells. Drought tends to exacerbate well interference problems, where deep, high-production irrigation wells may cause water level drawdowns that result in nearby shallow residential wells going dry. Drought-related private residential well problems are common in fractured rock groundwater production areas.





*In this September 2014 image, Tulare County residents with dry private wells are filling up their containers at a bulk tank for non-potable water at the Doyle Colony Fire Station in Porterville. Photo credit: Getty Images*



*Droughts leave long-lasting impacts on the landscape, such as the massive tree die-offs caused by bark beetle infestations experienced in the Tahoe Basin in 1987-1992 and in the central and southern Sierra Nevada in 2012-2016. These conditions exacerbate future wildfire risks. Photo credit: CAL FIRE*

### **For More Information on Historical Droughts**

Information about California's historical droughts is available in DWR reports documenting the hydrology, impacts, and response actions associated with these events. The reports listed below are available at the California State Library, Government Publications Section.

- » *The California Drought – 1976.* May 1976
- » *The California Drought 1977: An Update.* February 1977
- » *The Continuing California Drought.* August 1977
- » *The 1976-1977 California Drought – A Review.* May 1978
- » *California's 1987-92 Drought, A Summary of Six Years of Drought.* July 1993
- » *Preparing for California's Next Drought: Changes Since 1987-92.* July 2000
- » *California's Drought of 2007-09, An Overview.* November 2010
- » *California's Most Significant Droughts: Comparing Historical and Recent Conditions.* January 2020





California Department of Water Resources  
1416 Ninth Street, Sacramento, CA 95814  
[www.water.ca.gov/drought](http://www.water.ca.gov/drought)





**Date:** April 27, 2021

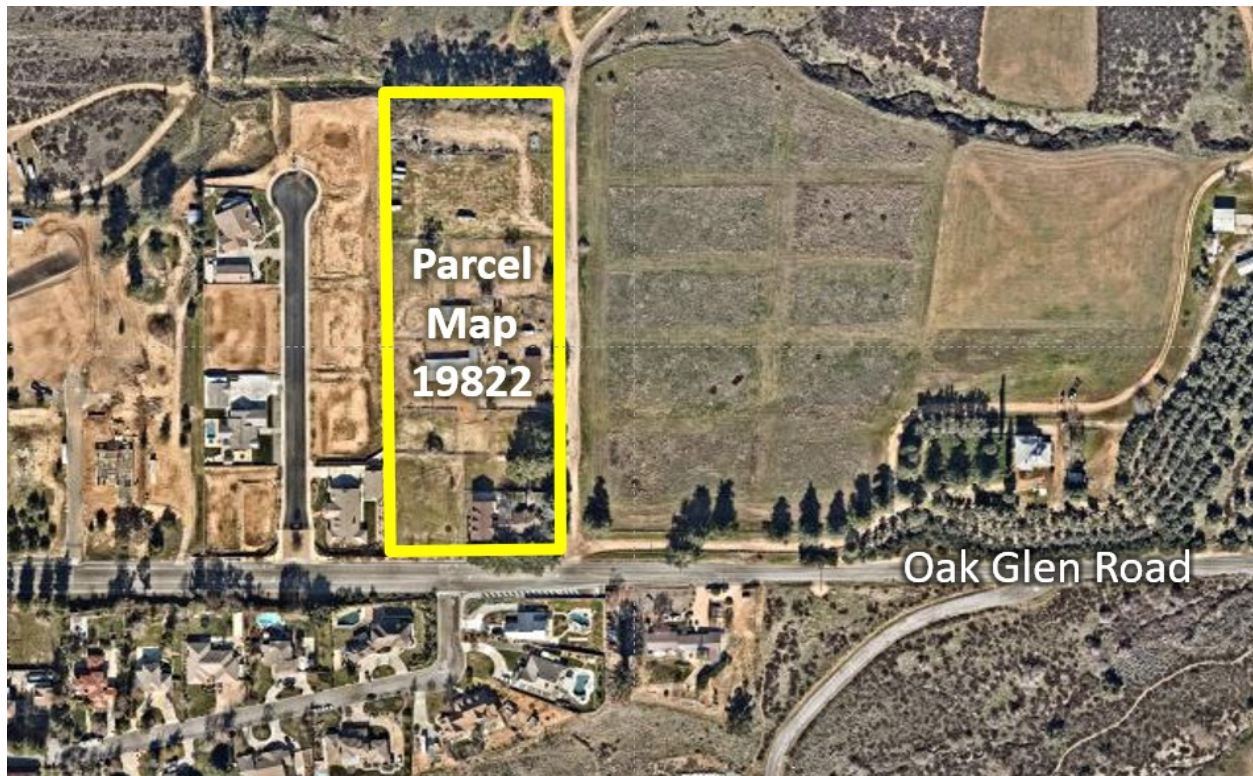
**Prepared By:** Joseph B. Zoba, General Manager

**Subject:** Consideration of Amendment No. 3 to Development Agreement No. 2018-05 for Parcel 4 of Parcel Map No. 19822

**Recommendation:** That the Board approve and authorize the Board President to execute Amendment No. 3 to Development Agreement No. 2018-05.

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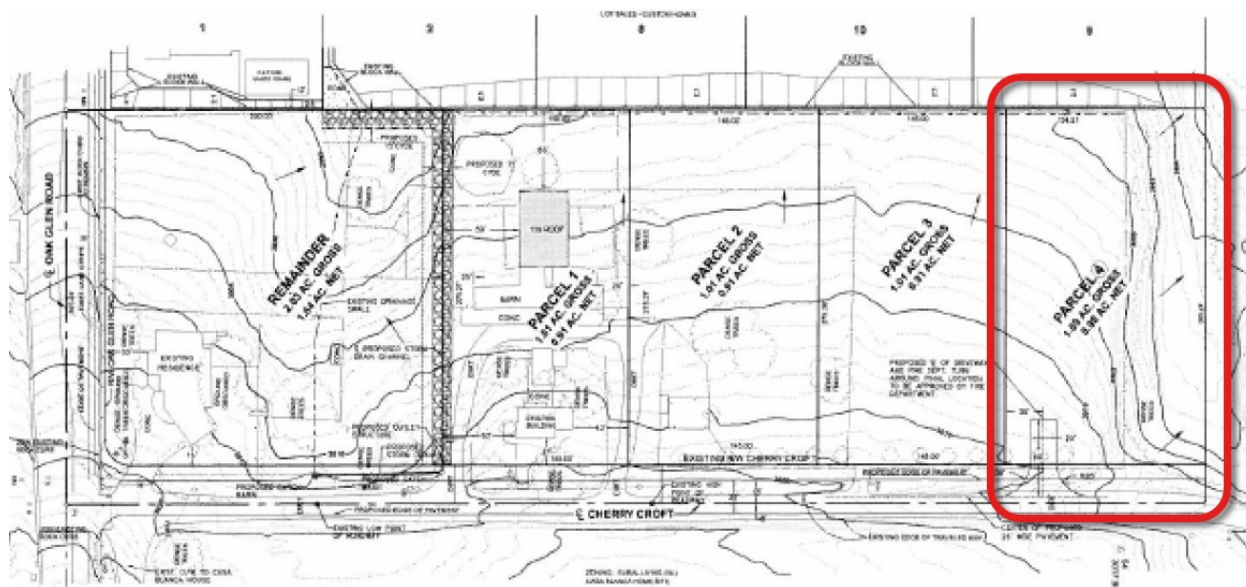
On March 6, 2018, the Yucaipa Valley Water District approved Development Agreement No. 2018-05 [Director Memorandum 18-043] with Michael Moran to provide service to Tentative Parcel Map Number 19822 located on the northwest corner of Oak Glen Road and Cherry Croft Drive, in the City of Yucaipa.



In 2020, the Board of Directors approved Amendment No. 1 to allow septic systems for the four residential lots and to require dual-meters be installed for each lot but removed the requirement to install a recycled water mainline. The recycled water mainline will be installed as part of the Casa Blanca project to the east of Parcel Map No. 19822. By installing a separate irrigation system, each lot will be prepared to receive recycled water when it becomes available.

### Parcel 4 - Cindy Mccuiston

The District staff received correspondence from a potential buyer of the northerly parcel - Parcel 4. The buyer has requested approval to construct a groundwater well to provide irrigation water for the lot and for the District to relinquish water rights on the parcel. The District will not relinquish water rights (see attached letter) and the existing development agreement requires the installation of a separate irrigation meter. Even with these requirements, the property owner still has the ability to drill a groundwater well for the parcel by abiding to the requirements set forth by the County of San Bernardino.



On March 2, 2021, the Board of Directors considered the concept of amending the existing development agreement for Parcel 4 by removing the requirement for an irrigation meter for only Parcel 4 [Director Memorandum No. 21-035]. There was a consensus by the Board to develop an amendment to the existing development agreement for Parcel 4.

On March 30, 2021, the Board of Directors approved Amendment No. 2 to Development Agreement No. 2018-05 for Parcel 4 of Parcel Map No. 19822 [Director Memorandum No. 21-056]. When the developer approached the County of San Bernardino for the well permit, the representative at the County noticed that the application for the groundwater well included both drinking water and irrigation water whereas Amendment No. 2 was specifically for irrigation water. After discussing this issue with the Developer, the District staff was informed that the Developer would like to use the groundwater well for both irrigation and drinking water on a regular basis but would need a drinking water meter for the home fire sprinklers. Ideally, Parcel 4 should be either connected to the drinking water system (without a well) or be entirely on a groundwater well. In order to accomplish the request of the property owner, it will be important for the Developer to install and maintain an above ground reduced pressure backflow preventer to protect the community water supply and address any changed regulations to this system in the future. The District staff expects the fire sprinkler system will need to be engineered to support the request of the Developer and may be subject to interruptions if the reduced pressure backflow preventer is not properly maintained. The homeowner will be responsible for all District related costs for this backflow prevention device.

The draft Amendment No. 3 begins on page 9 of 44.

As a separate issue, the District staff will be preparing a resolution formalizing the applicable fees and cross-connection requirements for any parcel that is connected to the drinking water system that also has a groundwater well. For these circumstances, the property owner should be responsible for the inspection, operation, and regular replacement of cross-connection devices to protect the community water supply.

To: Joe Zoba YVWD

February 1, 2021

From: Cindy Mccuiston  
35672 Katona Ct  
Yucaipa, CA 92399  
(909) 5575683

Water Well:

1. What are the situations or property conditions to be able to drill a water well on property in the YVWD?

2. You wanted to know my purpose for my own water well:

I am looking for land in Yucaipa to have a family home and mini farm.

My desire in drilling a water well is for growing organic fruit and nut trees as well as an organic vegetable garden for personal and family needs. Also for possible hydroponic vegetable and fish systems. All of this will require a specialized filtration system on a water well after determining the quality of the water. I realize that City water must include chlorine and sometimes fluoride. I would be filtering out unhealthy components and not adding chemicals to kill bacteria for public use.

Also I would like to supplement watering for a milk cow and my own beef, chicken, and turkey production for personal use.

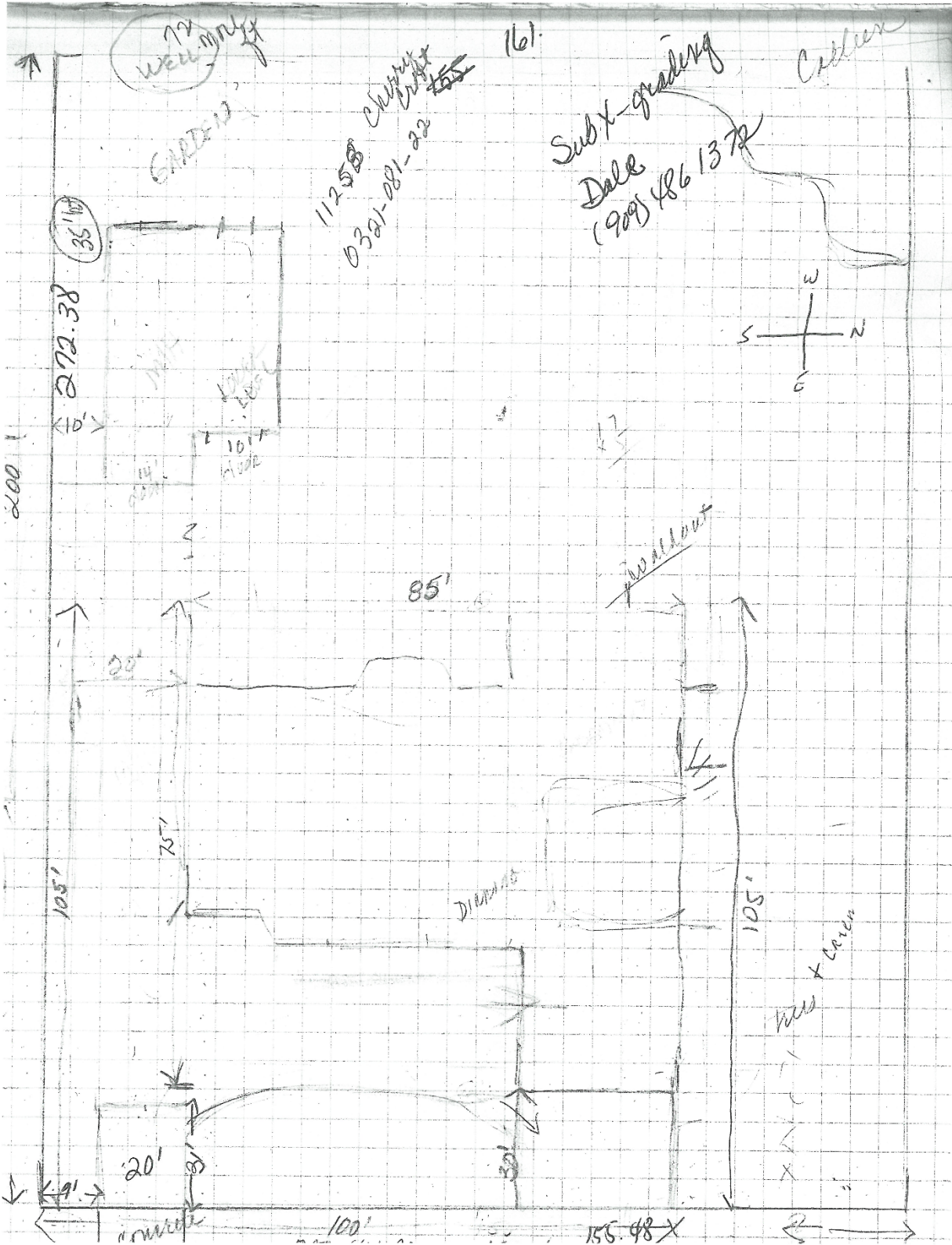
3. Can I drill a water well on my current property?

4. If I were to find property that could be divided with a parcel/ track map question:

Is all new parcel / track map conditions from the YVWD require the extra main and laterals for irrigation (recycled) water or is there a special area of Yucaipa that this condition is mandatory?

I don't mind paying for the capacity or acquisition fees for both drinking and irrigation water system. I would like to plumb my house and land for the both sources and realize I would probably need backflow devices on both systems if I did so. I realize that I may still need to pay a monthly minimum on both lines.





To: YVWD Board


From: Cindy McCuiston

Date: 2/18/21

The McCuiston's would like your permission to drill for a water well on a lot they are interested in purchasing in Yucaipa at 11258 Cherry Croft (parcel # 0321-081-22). The lot is almost an acre and the water well would serve primarily to give water to organic food producing nut and fruit trees and a garden and possibly some small animals (like a mini farm). We would look to build our personal residence on the lot as well.

We were told by the Director that this would probably need board approval. So, we would like to be on the board agenda for Tuesday March 2 to entertain your questions and seek your approval. We would like the Director or Board President, Mr. Chris Mann, or Mrs. Lonni Granlund to please contact us by Tues 3/23 and confirm for us this agenda item. I am a licensed contractor and nutritional therapist and can be reached at 909) 557-5683.

Thank you,

A handwritten signature in cursive script that reads "Cindy McCuiston". The signature is written in black ink and is positioned below the "Thank you," text.

Cindy McCuiston



# Yucaipa Valley Water District

12770 Second Street • Post Office Box 730 • Yucaipa, California 92399-0730  
(909) 797-5117 • Fax: (909) 797-6381 • www.yvwd.us

February 26, 2021

Cindy Mccuiston  
35672 Katona Court  
Yucaipa, California 92399

Subject: Parcel Map No. 19822 - Denial of Relinquishment of Water Rights/Claims

Dear Ms. Mccuiston:

I have received your request for the relinquishment of "water rights, claims or title to water, whether or not disclosed by the public records" identified on page 4 of the preliminary title report for Parcel 4 of Parcel Map No. 19822.

In order to protect the interests of the community, the Yucaipa Valley Water District does not release or relinquish any form of water rights.

Should you have any further questions, please do not hesitate to contact me at (909) 797-5119.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph B. Zoba", is written over a printed name and title.

Joseph B. Zoba  
General Manager

---

**Chris Mann**  
Division 1

**Dennis Miller**  
Division 2

**Jay Bogh**  
Division 3

**Lonni Granlund**  
Division 4

**Joyce McIntire**  
Division 5

PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Title  
ORDER NO.: 00094682-1

**EXCEPTIONS**

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.
- 1A. Water rights, claims or title to water, whether or not disclosed by the public records.
- 2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document,
  - Reserved by: William H. Patton and Mary J. Patton
  - Purpose: Pipelines
  - Recording Date: February 17, 1916
  - Recording No: Book 553, Page 229 of Deeds
  - Affects: A portion of said land as more particularly described in said document
- 3. A deed of trust to secure an indebtedness in the amount shown below,
  - Amount: \$250,000.00
  - Dated: August 2, 2016
  - Trustor Grantor: Michael T. Moran and Marilee Moran, Husband and Wife as Joint Tenants
  - Trustee: RESS Financial Corp
  - Beneficiary: \$25,000 or 10% interest to Timothy Cloughesy, Trustee of the Cloughesy Family Trust of 1996; \$25,000 or 10% interest to Michael John Rybak, a Married man as his Sole and Separate Property; \$25,000 or 10% interest to Sunwest Trust FBO Garry Edelman; \$25,000 or 10% interest to Randall B. Haberman, Trustee of the Randall B. Haberman Revocable Trust U/A Dated 1/22/2013; \$25,000 or 10% interest to Sunwest Trust FBO Michael Getz; \$25,000 or 10% interest to Jack Soll and Sandra Soll, Trustees of the Soll Family Trust U/A Dated 10/10/84; \$25,000 or 10% interest to Sunwest Trust FBO Richard Eggener; \$25,000 or 10% interest to Steven Heller and Deborah Heller, Trustees of The Heller Trust U/D T dated 8/27/13; \$25,000 or 10% interest to Pamela R. Kushner, Trustee of the Pamela R. Kushner Living Trust; \$25,000 or 10% interest to Richard L. Fahrney, Trustee of the Fingal Fahrney & Clark 401k Profit Sharing Plan, FBO Richard L. Fahrney
  - Recording Date: August 9, 2016
  - Recording No: 2016-0321549 of Official Records
- 3. A deed of trust to secure an indebtedness in the amount shown below,
  - Amount: \$138,000.00
  - Dated: August 30, 2018
  - Trustor Grantor: Michael T. Moran and Marilee Moran, Husband and Wife as Joint Tenants
  - Trustee: RESS Financial Corp



**AMENDMENT NO. 3 (FOR PARCEL NUMBER 4 ONLY) TO  
AGREEMENT TO PROVIDE SEWER SERVICE  
TO TENTATIVE PARCEL MAP NUMBER 19822 IN THE  
CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Amendment No. 3 is made and effective this 27<sup>th</sup> day of April 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and Mike and Cindy Mccuiston ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-356	#65-27241

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

**District**  
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

**Developer**  
Mike and Cindy Mccuiston  
35672 Katona Court  
Yucaipa, California 92399  
Attention: Mike and Cindy Mccuiston  
Telephone: (909) 557-5683  
Email: mikemc6350@roadrunner.com

The Developer has represented to the District that they intend to purchase Parcel Number 4 of Parcel Map No. 19822 which is the subject of this Agreement and described herein as the "Property":

**RECITALS**

WHEREAS, on March 6, 2018 the Board of Directors approved Development Agreement No. 2018-05 for Water and Sewer Service to Tentative Parcel Map No. 19822 attached hereto as Exhibit "B".

WHEREAS, on February 18, 2020 the Board of Directors approved Amendment No. 1 to Development Agreement No. 2018-05 for Water and Sewer Service to Tentative Parcel Map No. 19822 attached hereto as Exhibit "C".

WHEREAS, on March 2, 2021, the Board of Directors considered specific development requirements for Parcel Number 4 within Parcel Map Number 19822 as Director Memorandum No. 21-035 attached hereto as Exhibit "D".

WHEREAS, on March 30, 2021 the Board of Directors approved Amendment No. 2 to Development Agreement No. 2018-05 for Water and Sewer Service to Tentative Parcel Map No. 19822 attached hereto as Exhibit "E" without attachments.

WHEREAS, the Developer desires to obtain drinking water 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 A 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. The documents and exhibits included attached to this Amendment No. 3 are enforceable elements of this Agreement except as otherwise modified as follows:
1. The District will allow Parcel Number 4 to install a groundwater well for purposes of drinking water and irrigation water to be used and contained solely within the property boundary of Parcel Number 4.
  2. The District will require the installation and maintenance of an above ground reduced pressure backflow device immediately after the water meter to protect the drinking water supply.
    - a. The Developer is required to pay all applicable fees and charges as determined by the District for the testing, operation and inspection of the reduced pressure backflow device.
    - b. The Developer is solely responsible for the sizing and operation of the fire sprinkler system through the District appurtenances providing service to the property.
  3. The District does not relinquish any rights, claims, or title to groundwater or surface water rights that exist on, around or adjacent to Parcel Number 4.
  4. The District will not require the installation of a recycled water meter for Parcel Number 4.
  5. The District will require Parcel Number 4 to install, maintain, test, and operate an appropriate backflow protection device as required by the District as a condition of drinking water service to Parcel Number 4.
- B. This Amendment and attached Exhibits shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.

Yucaipa Valley Water District  
Development Agreement No. 2018-05 - Amendment No. 3  
Page 3 of 36

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: \_\_\_\_\_

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



## Exhibit A - 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, and sewer systems. All costs and expenses associated therewith shall be paid by the Developer.
- G. Compliance with Law and District Regulations. The Developer hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, and the District's Rules, Regulations and Policies in effect at the time of construction. The Developer shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule or regulation.
- H. Developer's Warranties. The Developer shall unconditionally guaranty, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary water service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure

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

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

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

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

#### FEES AND CREDITS

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



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

#### PERMITS AND DOCUMENTATION

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

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

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

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

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

### INSURANCE AND INDEMNIFICATION

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

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

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

W. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

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

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

#### MISCELLANEOUS PROVISIONS

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



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

END OF SECTION

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**EXHIBIT B**

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**AGREEMENT TO PROVIDE SEWER SERVICE  
 TO TENTATIVE PARCEL MAP NUMBER 19822 IN THE  
 CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 6<sup>th</sup> day of March 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and Mr. Mike Moran ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-356	#65-27241

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

**District**  
 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

**Developer**  
 Michael Moran  
 35976 Oak Glen Road  
 Yucaipa, California 92399  
 Attention: Mike Moran  
 Telephone: (909) 772-3738  
 Email: moranspecialties@hotmail.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":

Assessor Parcel Number	County
0321-081-09	San Bernardino

**RECITALS**

WHEREAS, the Developer desires to develop its Property situated within the service area of the District into four (4) lots; and

WHEREAS, the Developer desires to obtain 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 A 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.

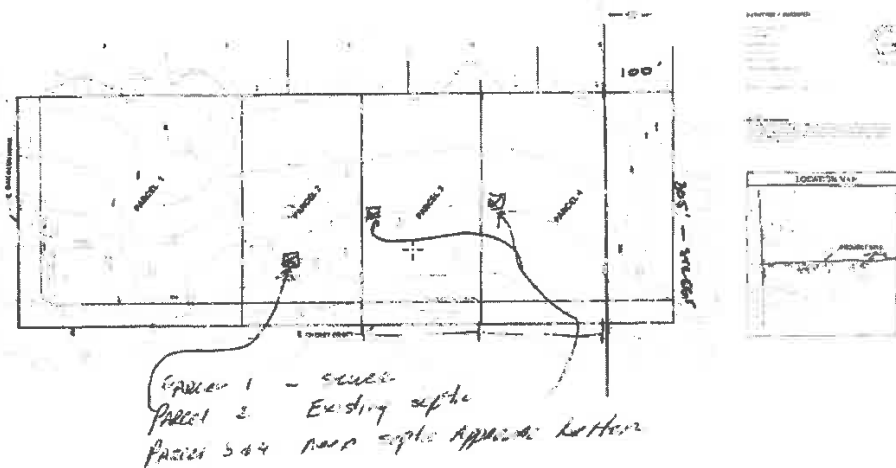
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## AGREEMENT

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 four parcels located on Cherry Croft Drive in Yucaipa, California. The property is currently a single parcel and the proposed development will split the property into four parcels. In the tentative parcel map, the four parcels are identified. Parcel one is currently being provided drinking water and sewer service. Parcel two has an existing septic tank and will need to install an individual drinking water service. Parcels three and four will need to install individual drinking water services to accompany the future septic tanks.



- B. Special Conditions.** The following conditions, being contained herein, will be required by the Yucaipa Valley Water District for the Developer to receive service for the Project.
- 1. Project Specific Drinking Water Conditions:** The Project will be served drinking water from the Yucaipa Valley Water District based on the construction, completion of District required Facilities ("Facilities").
  - 2. Project Specific Recycled Water Conditions:** The Project will not be served recycled water.
  - 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 will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of onsite stormwater collection facilities and retention basins. In some cases, special construction will be required to protect District Facilities from interference with the infrastructure and/or operations of the stormwater facilities.
  - 4. Project Specific Sewer Conditions.** The Project will not be served with sewer service with the exception of the existing connection to the southernmost residence

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that is identified as being within parcel one in the tentative parcel map. In lieu of sewer service for the remaining three parcels, the Developer will be required to comply with the Sewer Offset Program in effect at the time a building permit is issued for each parcel.

5. Rates, Fees and Charges. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time connection to the sewer system is completed and service is provided.
6. Project Related Invoices. The Developer agrees to pay invoices related to this project as presented and deposit funds with the District, as required herein. 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 authorize the issuance of permits, and/or release any structure for occupancy unless there is a minimum balance in the Project Cash Account as provided herein.
7. Ownership, Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities, excluding the 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 in a timely manner as required by the District.
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 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:



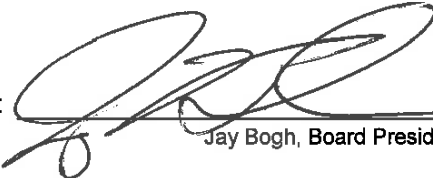
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- a. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development 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: 3-8-2018 By:   
 Jay Bogh, Board President

DEVELOPER

Dated: 7/17/15 By: Michael Moran

Print Name: Michael Moran

Print Title: Owner

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## Exhibit A - 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

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

- D. **Project Coordination and Designation of Developer's Representative.** The Developer shall be solely responsible for coordinating the provision of all work, labor, material and services associated with the planning, design and construction of the Facilities required for the Project.
1. The Developer shall be solely responsible for compliance with all applicable federal, state and local safety rules and regulations, and shall conduct periodic safety conferences as required by law and common sense.
  2. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District. In the event the Developer fails or refuses to conduct any such conference, the District may refuse, in its sole discretion, to accept the Facilities constructed by the Developer.
  3. The District and the Developer hereby designate the individual identified on page 1 of this Agreement as the person who shall have the authority to represent the District and Developer in matters concerning this Agreement. In order to ensure maximum continuity and coordination, the District and Developer agree not to arbitrarily remove or replace the authorized representative, but in the event of a substitution, the substituting Party shall promptly advise the other Party of such substitution, in writing.
- E. **District's Right to Complete Facilities.** The District is hereby granted the unqualified right to complete, construct or repair all or any portion of the water and/or sewer Facilities, at Developer's sole cost and expense in the event there is a threat to the public's health, safety or welfare.
- F. **Construction of Connections to District Facilities.** Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials and equipment necessary to construct and install connections between the Developer's Facilities and the District's water, 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

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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



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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.

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

#### PERMITS AND DOCUMENTATION

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

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

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

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

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

**INSURANCE AND INDEMNIFICATION**

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

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

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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.



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- 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.

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- 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

## EXHIBIT C

### AMENDMENT NO. 1 TO AGREEMENT TO PROVIDE DRINKING WATER SERVICE TO TENTATIVE PARCEL MAP NUMBER 19822 IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO

This Amendment No. 1 ("Amendment No. 1") to the Agreement No. 2018-05 dated March 6, 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and Michael Moran ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-356	#65-27241

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	Michael Moran 35976 Oak Glen Road  Yucaipa, California 92399 Attention: Michael Moran Telephone: (909) 772-3738 moranspecialties@hotmail.com

This Amendment No. 1 applies to the following parcel map pursuant to the original Agreement:

Parcel Map Number	City / County
Parcel Map No. 19822	City of Yucaipa / San Bernardino County

### RECITALS

WHEREAS, the Parties have previously entered into an Agreement having the effective date of March 6, 2018 which related to the Developer desiring to obtain drinking water service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions; and

NOW, THEREFORE, based upon the above Recitals, and the covenants, terms and conditions of the Agreement, the Parties have entered into this Amendment No. 1 for the purpose of amending the Agreement hereinbelow, and except as specifically provided herein, the Agreement and all prior amendments, if any, shall remain in full force and effect as originally stated.

1. Sewer Related Facilities: The project will not be served sewer service with the exception of the existing connection to the southernmost residence that is identified as being within the remainder parcel in the tentative parcel map. In lieu of sewer

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service for parcels 1, 2, 3, and 4, the Developer will be required to comply with the Sewer Offset Program in effect at the time a building permit is issued for each parcel.

- 2. Recycled Water Related Facilities: The individual parcels within Parcel Map No. 19822 will be required to be dual metered off the existing drinking water mainline in Cherry Croft Drive in preparation for future recycled water infrastructure.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: February 18, 2020

By: 

Chris Mann

Print Name

Board President

Print Title

Dated: 2/18/2020

By: 

Michael Moran

Print Name

Michael Moran

Print Title



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## EXHIBIT D



Yucaipa Valley Water District

### Director Memorandum 21-035

**Date:** March 2, 2021

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

**Subject:** Request for an Amendment to the Existing Development Agreement No. 2018-05 for Parcel Map 19822 for Parcel No. 4

**Recommendation:** That the Board provide direction to District staff to address specific issues related to Lot 4 of Parcel Map 19822 by Cindy Mccuiston.

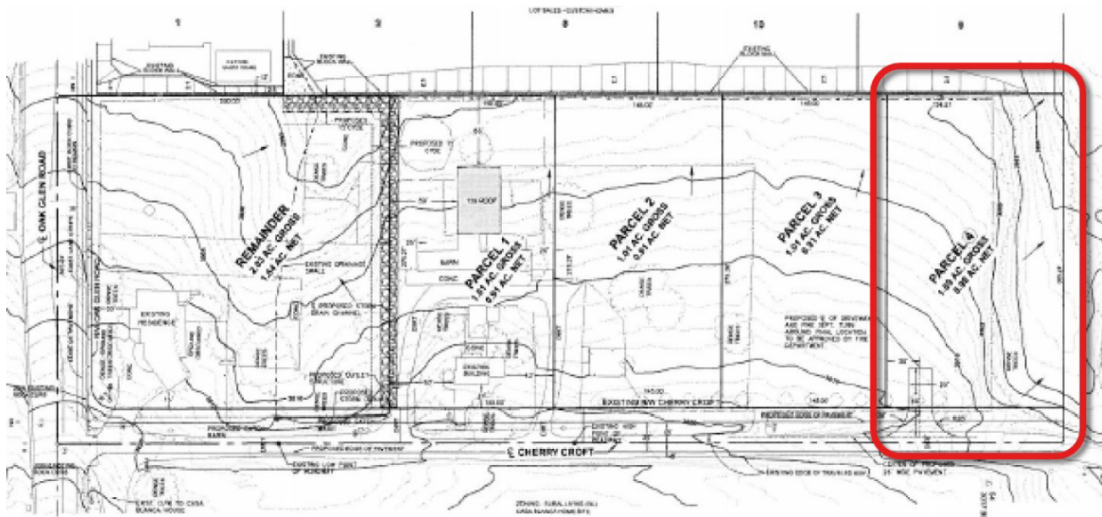
On March 6, 2018, the Yucaipa Valley Water District approved Development Agreement No. 2018-05 [Director Memorandum 18-043] with Michael Moran to provide sewer service to Tentative Parcel Map Number 19822 located on the northwest corner of Oak Glen Road and Cherry Croft Drive, in the City of Yucaipa.



In 2020, the Board of Directors approved Amendment No. 1 to allow septic systems for the four residential lots and to require dual-meters be installed for each lot but removed the requirement to install a recycled water mainline. The recycled water mainline will be installed as part of the Casa Blanca project to the east of Parcel Map No. 19822. By installing a separate irrigation system, each lot will be prepared to receive recycled water when it is available.

Parcel 4 - Cindy Mccuiston

The District staff has received correspondence from a potential buyer of the northerly parcel - Parcel 4. The buyer has requested approval to construct a groundwater well to provide irrigation water for the lot and for the District to relinquish water rights on the parcel. The District will not relinquish water rights (see attached letter) and the development agreement requires the installation of a separate irrigation meter. Even with these requirements, the property owner still has the ability to drill a groundwater well for the parcel by abiding to the requirements set forth by the County of San Bernardino.



The issue for the Board of Directors to decide is whether they would consider amending the existing development agreement for Parcel 4 which would remove the requirement for an irrigation meter for the parcel. This would make it more difficult to provide recycled water to this property in the future.

As a separate issue, the District staff will be preparing a separate resolution formalizing the applicable fees and cross-connection requirements for any parcel that is connected to the drinking water system that also has a groundwater well. For these circumstances, the property owner should be responsible for the inspection, operation, and regular replacement of cross-connection devices to protect the community water supply.

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To: Joe Zoba YVWD

February 1, 2021

From: Cindy Mccuiston  
35672 Katona Ct  
Yucaipa, CA 92399  
(909) 5575683

Water Well:

1. What are the situations or property conditions to be able to drill a water well on property in the YVWD?

2. You wanted to know my purpose for my own water well:

I am looking for land in Yucaipa to have a family home and mini farm.

My desire in drilling a water well is for growing organic fruit and nut trees as well as an organic vegetable garden for personal and family needs. Also for possible hydroponic vegetable and fish systems. All of this will require a specialized filtration system on a water well after determining the quality of the water. I realize that City water must include chlorine and sometimes fluoride. I would be filtering out unhealthy components and not adding chemicals to kill bacteria for public use.

Also I would like to supplement watering for a milk cow and my own beef, chicken, and turkey production for personal use.

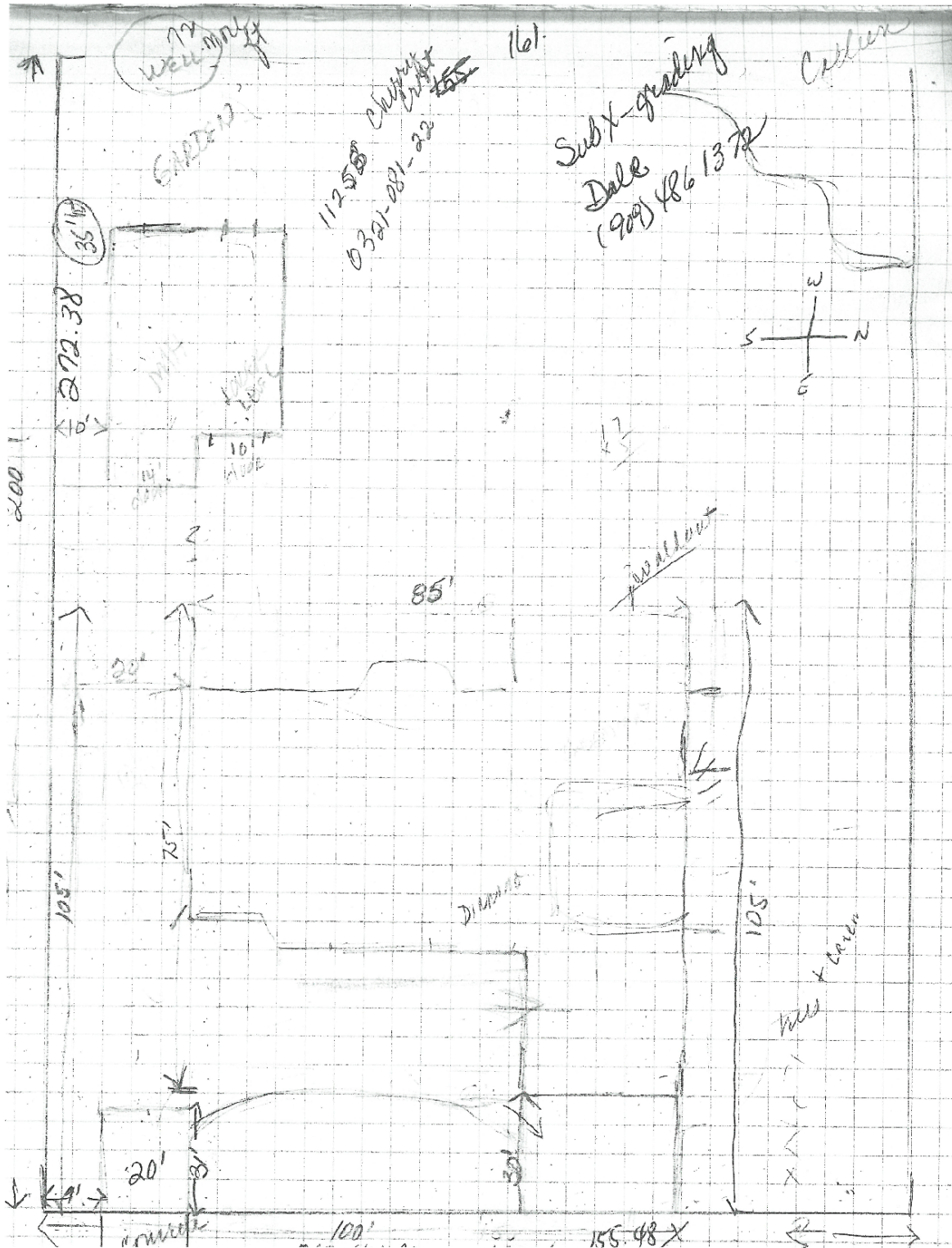
3. Can I drill a water well on my current property?

4. If I were to find property that could be divided with a parcel/ track map question:

Is all new parcel / track map conditions from the YVWD require the extra main and laterals for irrigation (recycled) water or is there a special area of Yucaipa that this condition is mandatory?

I don't mind paying for the capacity or acquisition fees for both drinking and irrigation water system. I would like to plumb my house and land for the both sources and realize I would probably need backflow devices on both systems if I did so. I realize that I may still need to pay a monthly minimum on both lines.







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To: YVWD Board

From: Cindy McCuiston

Date: 2/18/21

The McCuiston's would like your permission to drill for a water well on a lot they are interested in purchasing in Yucaipa at 11258 Cherry Croft (parcel # 0321-081-22). The lot is almost an acre and the water well would serve primarily to give water to organic food producing nut and fruit trees and a garden and possibly some small animals (like a mini farm). We would look to build our personal residence on the lot as well.

We were told by the Director that this would probably need board approval. So, we would like to be on the board agenda for Tuesday March 2 to entertain your questions and seek your approval. We would like the Director or Board President, Mr. Chris Mann, or Mrs. Lonni Granlund to please contact us by Tues 3/23 and confirm for us this agenda item. I am a licensed contractor and nutritional therapist and can be reached at 909) 557-5683.

Thank you,



Cindy McCuiston

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# Yucaipa Valley Water District

12770 Second Street • Post Office Box 730 • Yucaipa, California 92399-0730  
(909) 797-5117 • Fax: (909) 797-6381 • www.yvwd.us

February 26, 2021

Cindy Mccuiston  
35672 Katona Court  
Yucaipa, California 92399

Subject: Parcel Map No. 19822 - Denial of Relinquishment of Water Rights/Claims

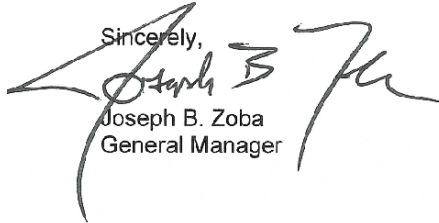
Dear Ms. Mccuiston:

I have received your request for the relinquishment of "water rights, claims or title to water, whether or not disclosed by the public records" identified on page 4 of the preliminary title report for Parcel 4 of Parcel Map No. 19822.

In order to protect the interests of the community, the Yucaipa Valley Water District does not release or relinquish any form of water rights.

Should you have any further questions, please do not hesitate to contact me at (909) 797-5119.

Sincerely,



Joseph B. Zoba  
General Manager

**Chris Mann**  
Division 1

**Dennis Miller**  
Division 2

**Jay Bogh**  
Division 3

**Lonni Granlund**  
Division 4

**Joyce McIntire**  
Division 5

Yucaipa Valley Water District  
Development Agreement No. 2018-05 - Amendment No. 3  
Page 34 of 36

PRELIMINARY REPORT  
YOUR REFERENCE:

Chicago Tr  
ORDER NO.: 000946824

**EXCEPTIONS**

**AT THE DATE HEREOF, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:**

- A. Property taxes, which are a lien not yet due and payable, including any assessments collected with taxes to be levied for the fiscal year 2020-2021.
- B. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

→ 1A. Water rights, claims or title to water, whether or not disclosed by the public records.

- 2. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document,

Reserved by: William H. Patton and Mary J. Patton  
 Purpose: Pipelines  
 Recording Date: February 17, 1916  
 Recording No: Book 553, Page 229 of Deeds  
 Affects: A portion of said land as more particularly described in said document

- 3. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$250,000.00  
 Dated: August 2, 2016  
 Trustor/Grantor: Michael T. Moran and Marilee Moran, Husband and Wife as Joint Tenants  
 Trustee: RESS Financial Corp  
 Beneficiary: \$25,000 or 10% interest to Timothy Cloughesy, Trustee of the Cloughesy Family Trust of 1996; \$25,000 or 10% interest to Michael John Rybak, a Married man as his Sole and Separate Property; \$25,000 or 10% interest to Sunwest Trust FBO Garry Edelman; \$25,000 or 10% interest to Randall B. Haberman, Trustee of the Randall B. Haberman Revocable Trust U A Dated 1/22/2013; \$25,000 or 10% interest to Sunwest Trust FBO Michael Getz; \$25,000 or 10% interest to Jack Soll and Sandra Soll, Trustees of the Soll Family Trust U A Dated 10/10/84; \$25,000 or 10% interest to Sunwest Trust FBO Richard Eggener; \$25,000 or 10% interest to Steven Heller and Deborah Heller, Trustees of The Heller Trust U D T dated 8/27/13; \$25,000 or 10% interest to Pamela R. Kushner, Trustee of the Pamela R. Kushner Living Trust; \$25,000 or 10% interest to Richard L. Fahrney, Trustee of the Fingal Fahrney & Clark 401k Profit Sharing Plan, FBO Richard L. Fahrney  
 Recording Date: August 9, 2016  
 Recording No: 2016-0321549 of Official Records

- 3. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$138,000.00  
 Dated: August 30, 2018  
 Trustor/Grantor: Michael T. Moran and Marilee Moran, Husband and Wife as Joint Tenants  
 Trustee: RESS Financial Corp

**EXHIBIT E**

**AMENDMENT NO. 2 (FOR PARCEL NUMBER 4 ONLY) TO  
 AGREEMENT TO PROVIDE SEWER SERVICE  
 TO TENTATIVE PARCEL MAP NUMBER 19822 IN THE  
 CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Amendment No. 2 is made and effective this 30<sup>th</sup> day of March 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and Mike and Cindy Mccuiston ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File	Work Order
P-65-356	#65-27241

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

**District**  
 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

**Developer**  
 Mike and Cindy Mccuiston  
 35672 Katona Court  
 Yucaipa, California 92399  
 Attention: Mike and Cindy Mccuiston  
 Telephone: (909) 557-5683  
 Email: mikemc6350@roadrunner.com

The Developer has represented to the District that they intend to purchase Parcel Number 4 of Parcel Map No. 19822 which is the subject of this Agreement and described herein as the "Property":

**RECITALS**

WHEREAS, on March 6, 2018 the Board of Directors approved Development Agreement No. 2018-05 for Water and Sewer Service to Tentative Parcel Map No. 19822 attached hereto as Exhibit "B".

WHEREAS, on February 18, 2020 the Board of Directors approved Amendment No. 1 to Development Agreement No. 2018-05 for Water and Sewer Service to Tentative Parcel Map No. 19822 attached hereto as Exhibit "C".

WHEREAS, on March 2, 2021, the Board of Directors considered specific development requirements for Parcel Number 4 within Parcel Map Number 19822 as Director Memorandum No. 21-035 attached hereto as Exhibit "D".

WHEREAS, the Developer desires to obtain drinking water 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 A 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.



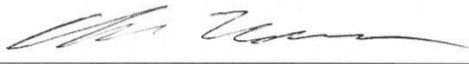
**AGREEMENT**

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

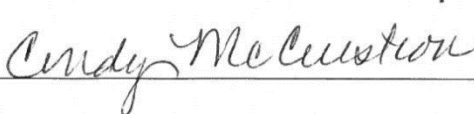
- A. The documents and exhibits included attached to this Amendment No. 2 are enforceable elements of this Agreement except as otherwise modified as follows:
  - 1. The District will allow Parcel Number 4 to install an irrigation well for purposes of irrigation water to be used and contained solely within the property boundary of Parcel Number 4.
  - 2. The District does not relinquish any rights, claims, or title to groundwater or surface water rights that exist on, around or adjacent to Parcel Number 4.
  - 3. The District will not require the installation of a recycled water meter for Parcel Number 4.
  - 4. The District will require Parcel Number 4 to install, maintain, test, and operate an appropriate backflow protection device as required by the District as a condition of drinking water service to Parcel Number 4.
- B. This Amendment and attached Exhibits shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns.
- C. Term and Termination of Agreement; No Assignment. Unless extended by mutual agreement of the parties in writing, this Amendment No. 2, and its attachments, shall terminate at 5:00 p.m., on the day before the first (1<sup>st</sup>) anniversary date of this Agreement or immediately if Parcel Number 4 is not purchased by the Developer by September 1, 2021. This Amendment No. 2 and its attachments shall not be assignable or assigned except upon written consent of the District.

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: 4-1-21 By:   
Chris Mann, Board President

DEVELOPER

Dated: 4/1/21 By: 



**Date:** April 27, 2021

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

**Subject:** Status Report on the Grading Water Agreement for the I-10 Logistics Project

**Recommendation:** Pending.

On April 20, 2021, the Board of Directors approved an agreement to provide appropriated water for grading of the I-10 Logistics Project contingent on the following items: (1) final review and approval of insurance provisions by the General Manager; (2) review and approval of final Agreement and attachments by the General Manager; (3) completion of a baseline surface/subsurface soil investigation; (4) requirement for I-10 Logistics to provide a final surface/subsurface soil investigation prior to the District's relinquishment of the property; (5) that the Board authorize the General Manager to execute related documents and take action to implement the terms of the Agreement; and (6) funds received from the Agreement be deposited in Fund 02-10316 Supplemental Water - Riverside County.

The purpose of this agenda item is to provide an update on the status of the temporary water agreement.



# 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 2020-21 Operating Budget:** Water Division - \$16,716,488  
Sewer Division - \$12,869,897  
Recycled Water Division - \$1,270,360

**Number of Services:** 14,440 drinking water connections serving 19,355 units  
14,363 sewer connections serving 21,429 units  
695 recycled water connections serving 845 units

**Water System:** 234 miles of drinking water pipelines  
2,103 fire hydrants  
27 reservoirs - 34 million gallons of storage capacity  
18 pressure zones  
3.376 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

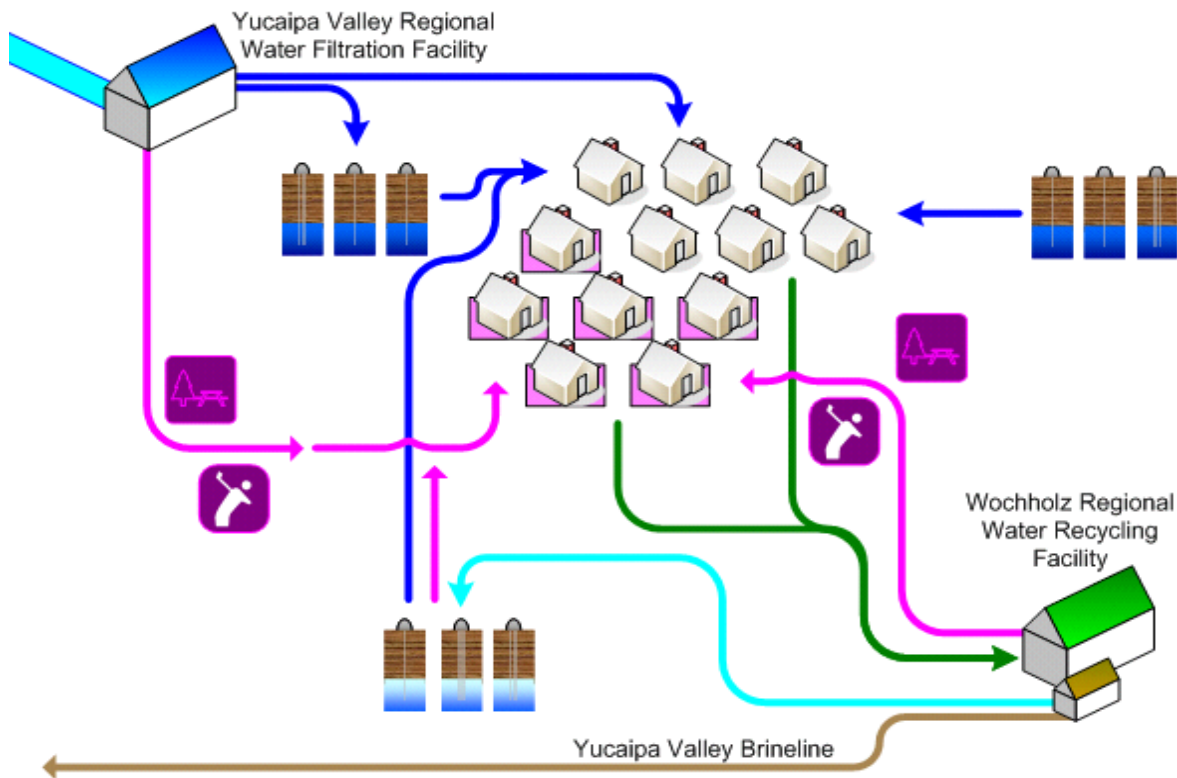
**Sewer System:** 8.0 million gallon treatment capacity - current flow at 4.0 mgd  
222 miles of sewer mainlines  
4,639 sewer manholes  
7 sewer lift stations  
1.46 billion gallons of recycled water produced per year

**Recycled Water:** 32 miles of recycled water pipelines  
5 reservoirs - 12 million gallons of storage  
0.623 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	\$1.579 per each 1,000 gallons
16,000 gallons to 60,000 gallons	\$2.131 per each 1,000 gallons
61,000 gallons to 100,000 gallons	\$2.435 per each 1,000 gallons
101,000 gallons or more	\$2.668 per each 1,000 gallons
  
- Recycled Water Commodity Charge:
 

1,000 gallons or more	\$1.760 per each 1,000 gallons
-----------------------	--------------------------------
  
- Water Meter Service Charge (Drinking Water or Recycled Water):
 

5/8" x 3/4" Water Meter	\$16.00 per month
1" Water Meter	\$26.72 per month
1-1/2" Water Meter	\$53.28 per month
  
- Sewer Collection and Treatment Charge:
 

Typical Residential Charge	\$44.21 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 2020-21	\$48,519,000	\$8,692,000

**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 rate change of up to \$0.857 per 1,000 gallons is pending future consideration by YVWD.





## GLOSSARY OF COMMONLY USED TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## COMMONLY USED ABBREVIATIONS

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