



# 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, July 13, 2021 at 6:00 p.m.

**Meeting Location: 12770 Second Street  
Yucaipa, California 92399**

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Due to the spread of COVID-19 and in accordance with Paragraph 42 of the Governor's Executive Order N-08-21 issued on June 11, 2021 (a copy of which is attached to this agenda), the Yucaipa Valley Water District will also be conducting this meeting by teleconference.

Online participation at <https://zoom.us/j/676950731> using passcode: 765589  
or by calling (888) 475-4499 using meeting ID: 676-950-731#

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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.
- 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 – June 22, 2021
- V. STAFF REPORT**
- VI. DISCUSSION ITEMS**
  - A. Appointment of a Director to the Yucaipa Valley Water District Board of Directors - Division 2 [[Director Memorandum No. 21-121 - Page 25 of 101](#)]
    - RECOMMENDED ACTION: That the Board appoint an individual to fill the existing vacancy on the Board of Directors.

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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)

- B. Discussion Regarding the Creation of an Ad Hoc Committee for the Initial Review of Responses to the Request for Proposal for Legal Services [[Director Memorandum No. 21-122 - Page 58 of 101](#)]  
 RECOMMENDED ACTION: That the Board appoint two board members to assist with the initial review of the Legal Services Request for Proposals.
- C. Overview of the Water Infrastructure Finance and Innovation Act (WIFIA) and the Upper Santa Ana River Watershed Infrastructure Financing Authority [[Director Memorandum No. 21-123 - Page 59 of 101](#)]  
 RECOMMENDED ACTION: Staff Presentation – No recommendation at this time.
- D. Consideration of a Claim for Repair Costs Related to Water Line Leak on Crestview Drive – Nancy Brown [[Director Memorandum No. 21-124 - Page 81 of 101](#)]  
 RECOMMENDED ACTION: That the Board deny the claim for damages and directs District staff to notify the District’s insurance carrier of the denied claim for damages.

**VII. BOARD REPORTS & DIRECTOR COMMENTS**

**VIII. ANNOUNCEMENTS**

- A. July 20, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- B. July 27, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- C. August 3, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- D. August 10, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- E. August 17, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- F. August 24, 2021 at 4:00 p.m. - **Board Meeting Cancelled**
- G. August 31, 2021 at 4:00 p.m. - **Board Meeting Cancelled**
- H. September 7, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- I. September 14, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- J. September 21, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- K. September 28, 2021 at 4:00 p.m. - Board Meeting - **Teleconference Only**
- L. October 5, 2021 at 4:00 p.m. - Board Meeting

**IX. ADJOURNMENT**

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-08-21**

**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** since March 2020, the State has taken decisive and meaningful actions to reduce the spread, and mitigate the impacts, of COVID-19, saving an untold number of lives; and

**WHEREAS** as a result of the effective actions Californians have taken, as well as the successful and ongoing distribution of COVID-19 vaccines, California is turning a corner in its fight against COVID-19; and

**WHEREAS** on June 11, 2021, I issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20, issued on March 19, 2020), as well as the framework for a gradual, risk-based reopening of the economy (Executive Order N-60-20, issued on May 4, 2020); and

**WHEREAS** in light of the current state of the COVID-19 pandemic in California, it is appropriate to roll back certain provisions of my COVID-19-related Executive Orders; and

**WHEREAS** certain provisions of my COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination programs, and the termination of certain provisions of my COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; 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 continue to 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, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

**The following provisions shall remain in place and shall have full force and effect through June 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.**

1) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 10. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 11;
- c. Paragraph 12; and
- d. Paragraph 13.

2) Executive Order N-25-20:

- a. Paragraph 1; and
- b. Paragraph 7, and as applicable to local governments per Executive Order N-35-20, Paragraph 3. Effective July 1, 2021, the waivers in Executive Order N-25-20, Paragraph 7, and Executive Order N-35-20, Paragraph 3, of reinstatement requirements set forth in Government Code sections 7522.56(f) and (g) are terminated.

3) Executive Order N-26-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3;
- d. Paragraph 5;
- e. Paragraph 6; and
- f. Paragraph 7.

4) Executive Order N-27-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

5) Executive Order N-28-20:

- a. Paragraph 3; and
- b. Paragraph 6.

6) Executive Order N-31-20:

- a. Paragraph 1; and
- b. Paragraph 2.

7) Executive Order N-35-20:

- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 4;
- c. Paragraph 6. To the extent the Director exercised their authority pursuant to this provision on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- d. Paragraph 10. The State Bar shall receive the time extension in the aforementioned order for any nomination submitted to the State Bar by the Governor on or before June 30, 2021; and
  - e. Paragraph 11 (as extended and clarified by N-71-20, Paragraph 6). Claims accruing before June 30, 2021 will remain subject to the 120-day extension granted in the aforementioned orders.
- 8) Executive Order N-36-20, Paragraph 1. To the extent the Secretary exercised their authority pursuant to this provision, the Secretary shall allow each facility to resume intake in a manner that clears intake backlog as soon as feasible.
- 9) Executive Order N-39-20:
- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
  - b. Paragraph 4; and
  - c. Paragraph 7. The leases or agreements executed pursuant to this provision shall remain valid in accordance with the term of the agreement.
- 10) Executive Order N-40-20:
- a. Paragraph 1. For rulemakings published in the California Regulatory Notice Register pursuant to Government Code section 11346.4(a)(5) prior to June 30, 2021, the deadlines in the aforementioned order shall remain extended in accordance with the order;
  - b. Paragraph 2 (as extended and clarified by N-66-20, Paragraph 12, and N-71-20, Paragraph 10). Notwithstanding the expiration of this provision, state employees subject to these training requirements shall receive the benefit of the 120-day extension granted by the aforementioned orders. All required training due on or before June 30, 2021 must be completed within 120 days of the statutorily prescribed due date;
  - c. Paragraph 7 (as extended and clarified by N-66-20, Paragraph 13 and N-71-20, Paragraph 11). With regard to appeals received on or before June 30, 2021, the State Personnel Board shall be entitled to the extension in the aforementioned order to render its decision;
  - d. Paragraph 8. To the extent the deadlines specified in Government Code section 22844 and California Code of Regulations, title 2, sections 599.517 and 599.518 fell on a date on or before June 30, 2021 absent the extension, they shall expire pursuant to the timeframes specified in the aforementioned orders;
  - e. Paragraph 16;
  - f. Paragraph 17; and
  - g. Paragraph 20.
- 11) Executive Order N-45-20:
- a. Paragraph 4;
  - b. Paragraph 8;
  - c. Paragraph 9; and

- d. Paragraph 12. For vacancies occurring prior to June 30, 2021, the deadline to fill the vacancy shall remain extended for the time period in the aforementioned order.

12) Executive Order N-46-20:

- a. Paragraph 1; and
- b. Paragraph 2.

13) Executive Order N-47-20:

- a. Paragraph 2; and
- b. Paragraph 3.

14) Executive Order N-48-20, Paragraph 2 (which clarified the scope of N-34-20).

15) Executive Order N-49-20:

- a. Paragraph 1;
- b. Paragraph 3. For determinations made on or before June 30, 2021, the discharge date shall be within 14 days of the Board's determination; and
- c. Paragraph 4.

16) Executive Order N-50-20, Paragraph 2.

17) Executive Order N-52-20:

- a. Paragraph 6;
- b. Paragraph 7. To the extent an individual has commenced a training program prior to June 30, 2021, that was interrupted by COVID-19, that individual shall be entitled to the extended timeframe in the aforementioned order; and
- c. Paragraph 14; and
- d. Paragraph 16.

18) Executive Order N-53-20:

- a. Paragraph 3;
- b. Paragraph 12 (as extended or modified by N-69-20, Paragraph 10, and N-71-20, Paragraph 27); and
- c. Paragraph 13 (as extended or modified by N-69-20, Paragraph 11, and N-71-20, Paragraph 28).

19) Executive Order N-54-20, Paragraph 7. To the extent the date governing the expiration of registration of vehicles previously registered in a foreign jurisdiction falls on or before June 30, 2021, the deadline is extended pursuant to the aforementioned orders.

20) Executive Order N-55-20:

- a. Paragraph 1. Statutory deadlines related to cost reports, change in scope of service requests, and reconciliation requests occurring on

or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order;

- b. Paragraph 4;
- c. Paragraph 5;
- d. Paragraph 6;
- e. Paragraph 8;
- f. Paragraph 9;
- g. Paragraph 10;
- h. Paragraph 13;
- i. Paragraph 14. Statutory deadlines related to beneficiary risk assessments occurring on or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order; and
- j. Paragraph 16. Deadlines for fee-for-service providers to submit information required for a Medical Exemption Request extended on or before June 30, 2021 shall remain subject to the extended deadline granted under the aforementioned order.

21) Executive Order N-56-20:

- a. Paragraph 1;
- b. Paragraph 6;
- c. Paragraph 7;
- d. Paragraph 8;
- e. Paragraph 9; and
- f. Paragraph 11.

22) Executive Order N-59-20, Paragraph 6.

23) Executive Order N-61-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 4.

24) Executive Order N-63-20:

- a. Paragraph 8(a) (as extended by N-71-20, Paragraph 40). The deadlines related to reports by the Division of Occupational Safety and Health (Cal/OSHA) and the Occupational Safety & Health Standards Board on proposed standards or variances due on or before June 30, 2021 shall remain subject to the extended timeframe;
- b. Paragraph 8(c). To the extent the date upon which the Administrative Director must act upon Medical Provider Network applications or requests for modifications or reapprovals falls on or before June 30, 2021 absent the extension in the aforementioned order, it shall remain subject to the extended timeframe;
- c. Paragraph 8(e). To the extent filing deadlines for a Return-to-Work Supplement appeal and any reply or responsive papers fall on or before June 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe;
- d. Paragraph 9(a) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for the Labor Commissioner to

issue any citation under the Labor Code, including a civil wage and penalty assessment pursuant to Labor Code section 1741, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;

- e. Paragraph 9(b) (as extended and modified by N-71-20, Paragraph 41);
- f. Paragraph 9(c) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for a worker to file complaints and initiate proceedings with the Labor Commissioner pursuant to Labor Code sections 98, 98.7, 1700.44, and 2673.1, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- g. Paragraph 9(d) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for Cal/OSHA to issue citations pursuant to Labor Code section 6317, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- h. Paragraph 9(e) (as extended and modified by N-71-20, Paragraph 41);
- i. Paragraph 10;
- j. Paragraph 12. Any peace officer reemployed on or before June 30, 2021 pursuant to the aforementioned order shall be entitled to the extended reemployment period set forth in the order;
- k. Paragraph 13;
- l. Paragraph 14; and
- m. Paragraph 15 (as extended by N-71-20, Paragraph 36).

25) Executive Order N-65-20:

- a. Paragraph 5 (as extended by N-71-20, Paragraph 35; N-80-20, Paragraph 4; and N-01-21). Identification cards issued under Health and Safety Code section 11362.71 that would otherwise have expired absent the aforementioned extension between March 4, 2020 and June 30, 2021 shall expire on December 31, 2021; and
- b. Paragraph 7.

26) Executive Order N-66-20:

- a. Paragraph 3;
- b. Paragraph 4; and
- c. Paragraph 5.



27) Executive Order N-68-20:

- a. Paragraph 1. Notwithstanding the expiration of the aforementioned order, temporary licenses granted on or before June 30, 2021 shall be valid through September 30, 2021; and
- b. Paragraph 2. Renewal fee payments otherwise due to the to the California Department of Public Health absent the extension in the aforementioned order on or before June 30, 2021, shall be entitled to the extensions of time set forth in the aforementioned order.

28) Executive Order N-71-20:

- a. Paragraph 1;
- b. Paragraph 4;
- c. Paragraph 16. Where the statutory deadline for opening or completing investigations is set to occur on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order; and
- d. Paragraph 17. Where the statutory deadline for serving a notice of adverse action is due on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order.

29) Executive Order N-75-20:

- a. Paragraph 7. Children placed in foster care on or before June 30, 2021 shall receive such examinations on or before July 31, 2021;
- b. Paragraph 8;
- c. Paragraph 9;
- d. Paragraph 10. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the California Department of Public Health, or September 30, 2021, whichever occurs first; and
- e. Paragraph 13.

30) Executive Order N-76-20, Paragraph 3.

31) Executive Order N-77-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

32) Executive Order N-78-20 (as extended and modified by N-03-21):

- a. Paragraph 1; and
- b. Paragraph 2.

33) Executive Order N-83-20:

- a. Paragraph 3. To the extent the Director of the Department of Alcoholic Beverage Control suspends deadlines for renewing licenses upon payment of annual fees on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- b. Paragraph 5 (which repealed and replaced N-71-20, Paragraph 19, which extended N-52-20, Paragraph 1, and N-69-20, Paragraph 3);
- c. Paragraph 6 (which repealed and replaced N-71-20, Paragraph 20, which extended N-52-20, Paragraph 2, and N-69-20, Paragraph 4); and
- d. Paragraph 7 (which repealed and replaced N-71-20, Paragraph 21, which extended N-52-20, Paragraph 3, and N-69-20, Paragraph 5).

34) Executive Order N-84-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 5.

**The following provisions shall remain in place and shall have full force and effect through July 31, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.**

35) Executive Order N-39-20, Paragraph 8 (as extended by N-69-20, Paragraph 2 and N-71-20, Paragraph 8).

36) Executive Order N-53-20, Paragraph 11 (as extended or modified by N-68-20, Paragraph 15, and N-71-20, Paragraph 26).

37) Executive Order N-71-20, Paragraph 25.

38) Executive Order N-75-20:

- a. Paragraph 5; and
- b. Paragraph 6

**The following provisions shall remain in place and shall have full force and effect through September 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.**

39) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 3; and
- b. Paragraph 14. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the Department of Social Services, or September 30, 2021, whichever occurs first.

40) Executive Order N-25-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 4.

41) Executive Order N-28-20:

- a. Paragraph 4; and
- b. Paragraph 5.

42) Executive Order N-29-20, Paragraph 3, is withdrawn and replaced 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, a 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 through September 30, 2021.

43) Executive Order N-32-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

44) Executive Order N-35-20:

- a. Paragraph 2; and
- b. Paragraph 12.

45) Executive Order N-39-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 6.

- 46) Executive Order N-40-20:
- a. Paragraph 12 (as extended or modified by N-66-20, paragraph 16, N-71-20, paragraph 14, and N-75-20, Paragraph 12). To the extent the Director exercised their authority pursuant to this provision on or before September 30, 2021, the extension shall remain valid until the effective expiration of the applicable waiver; and
  - b. Paragraph 18.
- 47) Executive Order N-42-20.
- 48) Executive Order N-43-20.
- 49) Executive Order N-49-20, Paragraph 2.
- 50) Executive Order N-54-20:
- a. Paragraph 8 (as extended by N-80-20, Paragraph 6); and
  - b. Paragraph 9. To the extent any timeframe within which a California Native American tribe must request consultation and the lead agency must begin the consultation process relating to an Environmental Impact Report, Negative Declaration, or Mitigated Negative Declaration under the California Environmental Quality Act extends beyond September 30, 2021, the tribe and lead agency will receive the benefit of the extension so long as the triggering event occurred on or before September 30, 2021.
- 51) Executive Order N-55-20:
- a. Paragraph 2;
  - b. Paragraph 3;
  - c. Paragraph 7. All on-site licensing visits which would have been due on or before September 30, 2021 shall occur before December 31, 2021;
  - d. Paragraph 11; and
  - e. Paragraph 12.
- 52) Executive Order N-56-20, Paragraph 10 is withdrawn and superseded by the following text:
- Paragraph 42 of this Order, including the conditions specified therein, shall apply to meetings held pursuant to Article 3 of Chapter 2 of Part 21 of Division 3 of Title 2 of the Education Code and Education Code section 47604.1(b).
- 53) Executive Order N-58-20 (as extended by N-71-20, Paragraph 29).
- 54) Executive Order N-59-20:
- a. Paragraph 1. The sworn statement or verbal attestation of pregnancy must be submitted on or before September 30, 2021 and medical verification of pregnancy must be submitted within 30

working days following submittal of the sworn statement or verbal attestation for benefits to continue;

- b. Paragraph 2 (as extended and modified by N-69-20, Paragraph 14, and N-71-20, Paragraph 31);
- c. Paragraph 3 (as extended and modified by N-69-20, Paragraph 15, and N-71-20, Paragraph 32); and
- d. Paragraph 4 (as extended and modified by N-69-20, Paragraph 16, and N-71-20, Paragraph 33).

55) Executive Order N-63-20:

- a. Paragraph 8(b). To the extent filing deadlines for claims and liens fall on or before September 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe; and
- b. Paragraph 11.

56) Executive Order N-66-20, Paragraph 6.

57) Executive Order N-71-20:

- a. Paragraph 15;
- b. Paragraph 22; and
- c. Paragraph 23.

58) Executive Order N-75-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 4.

59) Executive Order N-80-20:

- a. Paragraph 3; and
- b. Paragraph 7.

60) Executive Order N-83-20

- a. Paragraph 2 is withdrawn and replaced by the following text:

The deadline to pay annual fees, including any installment payments, currently due or that will become due during the proclaimed emergency, as specified in Business and Professions Code sections 19942, 19951, 19954, 19955, 19984, and any accompanying regulations is September 30, 2021; the deadlines for submission of any application or deposit fee, as specified in Business and Professions Code sections 19951 (a), 19867, 19868, 19876, 19877, 19942, 19984, and any accompanying regulations is no later than September 30, 2021, or per existing requirements, whichever date is later.

- b. Paragraph 4.

61) Executive Order N-03-21, Paragraph 3, is withdrawn and replaced by the following text:

As applied to commercial evictions only, the timeframe for the protections set forth in Paragraph 2 of Executive Order N-28-20 (and extended by Paragraph 21 of Executive Order N-66-20, Paragraph 3 of Executive Order N-71-20, and Paragraph 2 of Executive Order N-80-20) is extended through September 30, 2021.

**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 11th day of June 2021.



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GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, PH.D.  
Secretary of State

# Consent Calendar



Yucaipa Valley Water District



# MINUTES OF A BOARD MEETING - TELECONFERENCE

June 22, 2021 at 4:00 pm

**Directors Present:**

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

**Staff Present:**

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

**Directors Absent:**

None

**Consulting Staff Present:**

David Wysocki, Legal Counsel

**Registered Guests and Others Present:**

Jennifer Farr, Davis Farr LLP  
Logan Largent, Ortega Strategies Group  
Nyles O'Hara  
Sidney Sonck

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

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

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**CALL TO ORDER**

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

**ROLL CALL**

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

**PUBLIC COMMENTS**

None

CONSENT CALENDAR

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

A. Minutes of Meetings

1. Board Meeting – June 15, 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

STAFF REPORT

Chief Financial Officer Allison Edmisten provided information about the following items:

- The deadline to submit an application for the Division 2 Board of Directors vacancy will be extended until July 7, 2021.
- The next meeting of the Yucaipa Sustainable Groundwater Management Agency will be held on Wednesday, June 23, 2021, at 10:00am.
- The next two board meetings are cancelled and the next meeting will resume Tuesday, July 13, 2021, at 4:00pm.

DISCUSSION ITEMS:

DM 21-111

Chief Financial Officer Allison Edmisten provided an overview of the annual planning letter.

RECEIPT AND  
ACKNOWLEDGEMENT  
OF THE AUDIT  
PLANNING LETTER  
FOR FISCAL YEAR  
2020-21 WITH DAVIS  
FARR

Jennifer Farr, partner with Davis Farr LLP, presented the annual planning letter and provided her contact information.

Director Joyce McIntire moved that the Board receive the annual planning letter from Davis Farr.

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

DM 21-112

PUBLIC HEARING –  
CONSIDERATION OF  
RESOLUTION 2021-37  
ADOPTING THE 2020  
INTEGRATED  
REGIONAL URBAN  
WATER MANAGEMENT  
PLAN AND  
RESOLUTION 2021-38  
ADOPTING THE 2020  
WATER SHORTAGE  
CONTINGENCY PLAN

Water Resources Manager Jennifer Ares provided a detailed overview of both plans.

Following the staff presentation and questions from the Board of Directors, Director Chris Mann opened the public hearing at 4:21pm. No comments were received. The public hearing was closed at 4:21pm.

After the public hearing was closed Director Lonni Granlund moved that the Board adopt Resolution No. 2021-37 and Resolution 2021-38.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes

DM 21-113

ADOPTION OF  
RESOLUTION NO. 2021-  
35 ESTABLISHING THE  
APPROPRIATION LIMIT  
FOR FISCAL YEAR  
2021-22

Chief Financial Officer Allison Edmisten provided an overview of the annual appropriations limit calculation.

Director Lonni Granlund moved that the Board adopt Resolution 2021-35.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes

DM 21-114

CONSIDERATION OF  
USING CONTRACT  
SERVICES FROM CLA-  
VAL FOR THE  
REHABILITATION OF  
VARIOUS PRESSURE  
REDUCING STATIONS

Public Works Supervisor Jeremy Costello provided a detailed overview of the proposed contract services and replacement parts from CLA-VAL.

Director Jay Bogh moved that the Board approve the rehabilitation service contract from CLA-VAL for a sum of \$92,225 and adopt Resolution No. 2021-36 transferring funds from Water and Recycled Water Infrastructure Reserves to fund the rehabilitation services.

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

DM 21-115

RENEWAL OF  
GENERAL INSURANCE  
COVERAGE FOR  
FISCAL YEAR 2022

Chief Financial Officer Allison Edmisten provided an overview of the insurance renewal.

Director Lonni Granlund moved that the Board authorize the General Manager to execute the necessary documents for the property/liability insurance policy coverage from Allied World Assurance Coverage for the amount of \$273,625.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes

DM 21-116

OVERVIEW OF THE  
DRAFT REQUEST FOR  
PROPOSAL TO  
PROVIDE GENERAL  
COUNSEL LEGAL  
SERVICES FOR THE  
YUCAIPA VALLEY  
WATER DISTRICT

Chief Financial Officer Allison Edmisten provided an overview of the draft RFP as well as the changes that had been made to the draft document since the board agenda and packet was released.

Following discussion by the Board of Directors and direction provided to staff to make minor changes to the RFP, Director Lonni Granlund moved that the Board authorize the General Manager to finalize and release the Request for Proposal with the recommended changes.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes

DM 21-117

STATUS UPDATE OF  
THE DEMOLITION OF  
STRUCTURES  
LOCATED AT 12086 2<sup>ND</sup>  
STREET, 12816 2<sup>ND</sup>  
STREET, 12834 2<sup>ND</sup>

Implementation Manager Matthew Porrás provided an overview of the timeline and process of the demolition project.

STREET, AND A  
STORAGE STRUCTURE  
ON 2<sup>ND</sup> STREET,  
YUCAIPA

DM 21-118

CONSIDERATION OF A  
CLAIM FOR REPAIR  
COSTS RELATED TO  
WATER LINE LEAK ON  
PENDLETON ROAD –  
NATHANIEL TAYLOR

Chief Financial Officer Allison Edmisten and Implementation Manager Matthew Porras provided an overview of the damage that resulted in the claim as well as the next steps in the claim process.

Director Jay Bogh moved that the Board deny the claim for damages and notifies the District's insurance carrier of the denied claim for damages.

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

DM 21-119

CONSIDERATION OF  
REVISIONS TO THE  
CAPITAL  
IMPROVEMENT PLAN  
BUDGET FOR FISCAL  
YEAR 2022

Chief Financial Officer Allison Edmisten provided an overview of the changes and additions to the previously adopted Capital Improvement Plan Budget.

Director Lonni Granlund moved that the Board approve the revised Capital Improvement Plan budget as presented.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes

DM 21-120

APPROVAL OF  
AGREEMENT NO.  
SWRCB\*\*D2001002  
WITH THE STATE  
WATER RESOURCES  
CONTROL BOARD FOR  
THE CALIMESA  
RECYCLED WATER

Chief Financial Officer Allison Edmisten discussed that although the Board had previously approved this by minute order, the State Water Resources Control Board preferred the approval by resolution.

Director Lonni Granlund moved that the Board adopt Resolution No. 2021-39 and authorize the General Manager to take the necessary steps to coordinate the final agreement approval by the State Water Resources Control Board.

Director Jay Bogh seconded the motion.

CONVEYANCE  
PIPELINE

The motion was approved by the following vote:  
Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes

BOARD REPORTS AND  
DIRECTOR COMMENTS

Director Lonni Granlund and Director Joyce McIntire reported on the groundbreaking ceremony for the Oak Valley Town Center held on July 17, 2021.

Director Joyce McIntire and Director Lonni Granlund reported on the Riverside County Water Taskforce on June 18, 2021.

Director Lonni Granlund reported on the San Geronio Pass Water Agency meeting held on June 21, 2021.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 5:25 p.m.

Respectfully submitted,

---

Joseph B. Zoba, Secretary

(Seal)

# Staff Report



Yucaipa Valley Water District

# Discussion Items



Yucaipa Valley Water District





**Date:** July 13, 2021

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

**Subject:** Appointment of a Director to the Yucaipa Valley Water District Board of Directors - Division 2

**Recommendation:** That the Board appoint an individual to fill the existing vacancy on the Board of Directors.

At the regular board meeting on June 1, 2021, District staff was directed to:

- Post a notice of a vacancy for the Director in Division 2;
- Receive applications from interested individuals until the close of business on Wednesday, June 23, 2021, a period that was later extended until Wednesday, July 7, 2021; and
- Schedule this item for discussion at this board meeting to allow the existing four board members an opportunity to consider appointing an individual to fill the vacancy in Division 2.

At the close of business on July 7, 2021, the District received Statements of Interest from the following four individuals:

- Bassam Alzammar
- Matthew Casey
- Sheldon Jones, and
- Nyles O’Harra.

Copies of the material submitted by each applicant is attached for your review.



Yucaipa Valley Water District

## Notice of Board Vacancy - Division 2

The Yucaipa Valley Water District is soliciting applications from individuals interested in being appointed to the Board of Directors to represent the community from Division 2.

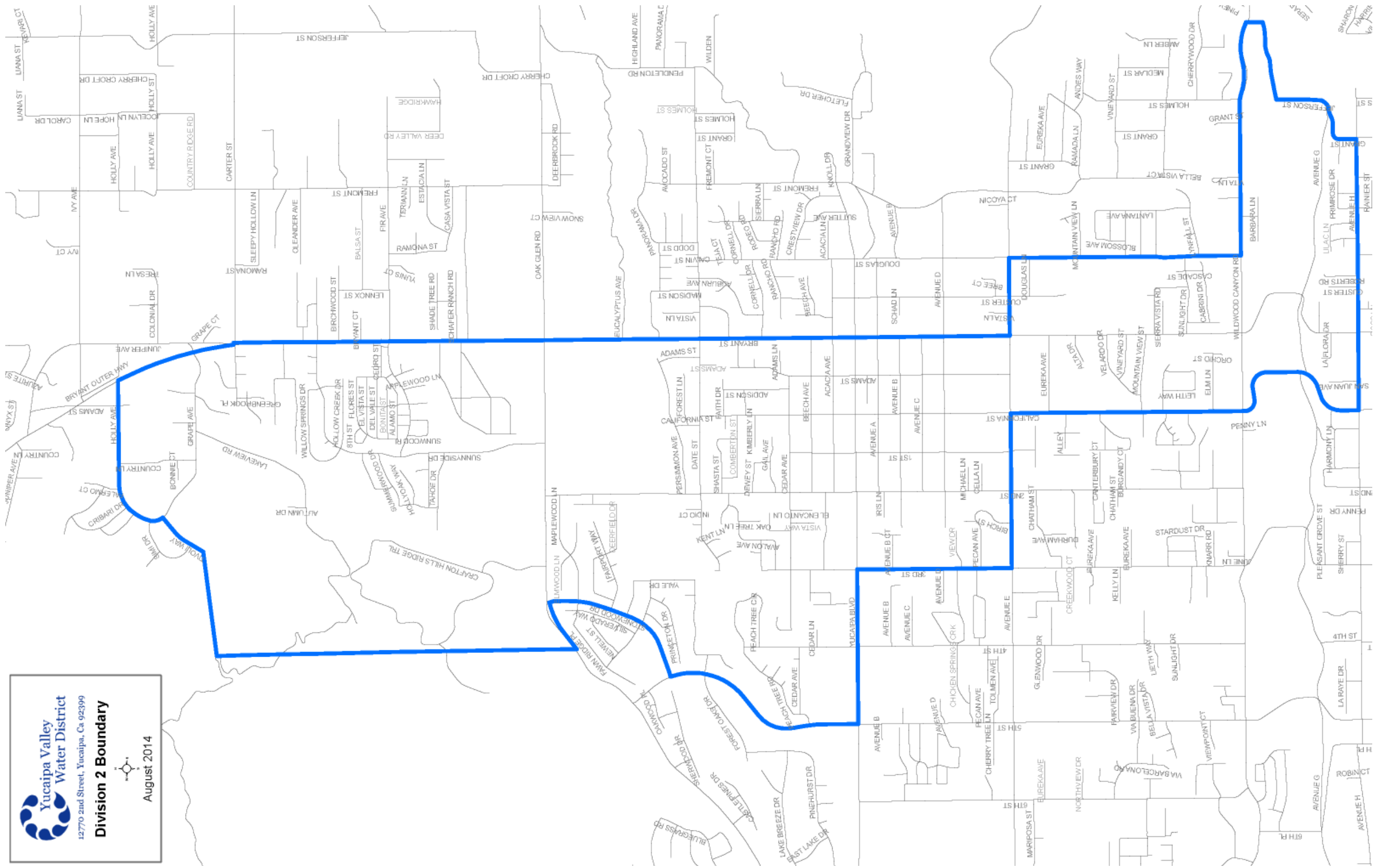
A map of Division 2 is available online at [www.yvwd.us](http://www.yvwd.us).

Interested individuals that reside within Division 2 are encouraged to apply for this vacancy by completing a Statement of Interest which is available from the District administration office or online at [www.yvwd.us](http://www.yvwd.us).

A COMPLETED STATEMENT OF INTEREST AND SUPPORTING DOCUMENTATION MUST BE RECEIVED AT THE DISTRICT OFFICE LOCATED AT 12770 SECOND STREET, YUCAIPA BY 5:00 P.M. ON WEDNESDAY, JULY 7, 2021 TO BE CONSIDERED FOR THIS APPOINTMENT.

For additional information, please contact Joseph Zoba, General Manager at (909) 797-5119 x2.

# Yucaipa Valley Water District - Map Illustrating the Location of Division 5





**Yucaipa Valley Water District**  
 12770 2nd Street, Yucaipa, Ca 92399

**Division 2 Boundary**

August 2014

Bassam Alzammam

RECEIVED  
JUL - 7 2021



Yucaipa Valley Water District

12770 SECOND STREET, YUCAIPA, CALIFORNIA 92399  
TELEPHONE (909) 797-5117 FAX (909) 797-6381

BY: \_\_\_\_\_ **Statement of Interest  
Board of Directors  
Division 2**

Name: Bassam Alzammir

Contact Phone Number: 626-862-5766

Address of Current Residence: 34942 SUMMERWOOD DR.  
YUCAIPA CA 92399

Contact Phone Number: \_\_\_\_\_

I hereby declare under penalty of perjury under the laws of the State of California that I am eligible to be considered as a Director representing Division 2 of the Yucaipa Valley Water District, meeting the residency requirements for Division 2 and all other local and state laws. I understand that the information provided in this Statement of Interest will be available online and provided as public information in its entirety.

Bassam Alzammir Signature 7-2-2021 Date

This form and written responses to the questions below are to be submitted for consideration by the Board of Directors. This form together with any other documentation such as a resume, letters of support, and questionnaire responses must be received by the Yucaipa Valley Water District by **July 7, 2021 at 5:00 p.m.**

This Statement of Interest and supporting material will become a public document and distributed to the Board of Directors for their review and consideration.

Please include a written response to the following questions. Attach additional sheets as needed.

1. Provide a resume outlining your professional experience, education, and other related activities.
2. Provide a brief statement explaining why you are interested to fill the vacant Board of Director position in Division 2.
3. The Board of Directors collectively decide policy issues for the District while staff members are responsible for implementing that policy direction. Please briefly describe any policies that you would be interested in exploring as a member of the Board of Directors.
4. As part of the team that makes up the Board of Directors, please describe a particular skill or perspective that you would bring to the organization.

## Bassam M. Alzammarr

34942 Summerwood Dr Yucaipa CA 92399 (M)626-862-5766 Balzammarr@yahoo.com

### Experience

#### Field Operation Manager

Mission Springs Water District

2018 - Present

- Plans, organizes, coaches, manages, and evaluates the work assigned to supervisors and technical staff; develops, implements and monitors short and long-term plans and goals; develops and monitors performance against annual department budget; develops, implements and manages plans, work processes, policies, systems and procedures to achieve goals, objectives and work standards; serves as Chief Distribution Operator.
- Plans and evaluates staff performance, establishes performance requirements and personal development targets; regularly monitors performance and provides coaching for performance improvement and development, recommends merit increases; recommends disciplinary action, up to and including termination, to address performance deficiencies, in accordance with District personnel policies and guidelines.
- Identify opportunities for improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; implement improvements.
- Assists the Engineering Department in the preparation and review of plans and specifications for new development and enhanced opportunities for water and sewer of 6 system improvements.
- Maintains awareness of water and sewer infrastructure best practices and industry standards.
- Direct, coordinate and review the work plan for assigned maintenance and repair services and activities; assign work activities and projects; monitor workflow; review and evaluate work products, methods and procedures; meet with staff to identify and resolve problems.
- Develop and maintain accurate water, sewer, facilities and fleet maintenance information and records.
- Provides general management and administration of the District's plants and systems; provides input and review for the development and administration of new plant and system construction contracts.
- Oversee maintenance, repair and installation activities of the District's water and sewer system; ensure proper and safe work practices and procedures.
- Directs all activities related to field operations matters including management of staff and oversight of contractors to ensure that results are accomplished efficiently and in accordance with acceptable standards for quality and integrity in compliance with applicable laws, regulations, policies and procedures.
- Identify opportunities or improving service delivery methods and procedures; identify resource needs; review with appropriate management staff; implement improvements.
- Organizes, directs and coordinates staff engaged in the operation and maintenance of district facilities; inspects work in the field; provides guidance and supervision to maintenance field crews; serves as a technical resource regarding water and sewer systems; directs staff in emergency situations.

**Bassam M Alzammarr**

34942 Summerwood Dr Yucaipa CA, 92399 Balzammarr@yahoo.com

- Organizes, coordinates staff engagement, and directs all aspects of Safety programs, emergency response, and all related coordination with Local, County, State, and Federal regulations.
- Provide staff assistance to the Director of Engineering and Operations; participate on a variety of committees; prepare and present staff reports and other correspondence as appropriate and necessary.

### **Water Distribution Superintendent**

Municipal Utilities and Engineering Department, Water Distribution Division

City of Redlands

2011 to 2018

- Manage water operations programs and staff, project management, and contract administration in all aspects of potable, non-potable, and recycled water distribution systems.
- Manage and evaluate operations and activities of the water regulatory compliance program; recommend improvements and modifications; assist in the implementation of goals, objectives, policies, and procedures
- Supervise and participate in development, implementation and evaluation of plans, work processes, systems and procedures to achieve department's short and long-range goals, objectives and work standards
- Review activities to ensure compliance with federal, state, and local laws and regulations; Conduct special examinations and analysis to assist with water plant and distribution problems and studies
- Maintain and present maintenance and operations logs, ensuring compliance with regulatory requirements

### **Designer/Draftsperson**

Municipal Utilities and Engineering Department, Capital Improvements Division

City of Redlands

2009 to 2011

- Worked as the Construction Manager for the Municipal Utilities and Engineering Department, Capital Improvements Division, duties include managing contractors and inspectors on a variety of projects that vary from Water, Wastewater, Storm drains, Street improvements, parks, and airport.
- Planning and design of engineering plans and specification for utility facilities and other public works improvements.
- Review utility facilities and public works improvement plans for conformance with City standards.
- Check water line plans for line size, hydrants types, water pressure and water valves and fittings.
- Check sewer lines for type of bedding, size and location of manholes, Review video of old sewer main to determine condition of the sewer main.
- Project management and Construction management, including inspection on various utilities and public works projects.
- Perform project management including preparing plans, specifications, bid advertising, staff reports and construction

**Bassam M Alzamar**

34942 Summerwood Dr Yucaipa CA 92399 (M)626-862-5766 Balzamar@yahoo.com

management including submittal review for City's Reservoir Recoating and Improvements Projects. Estimated value of contracts \$600K to \$1.2M.

- Perform project management, including assisting in preparing 5-year plan for water main replacements, engineer cost estimates, prepared request for proposals (RFP's) and interview potential design firms for the design of the City's Capital Improvements Program, 2010 Water Main Replacement Project. Estimated value of contract \$200K.
- Perform project management and construction management including preparing location lists for the City-wide street patch repair program. Estimated value of contract \$300K.
- Perform project management, including assisting in preparing a 2-year plan for sewer main replacements, engineer cost estimates, prepared request for proposals (RFP's) and interviewed potential design firms for the design of the City's Capital Improvements Program, 2010 Sewer Main Replacement Project, Estimated value of contract \$150k.

#### **Draftsman**

San Gabriel Valley Water Company, El Monte, CA 2001 to 2009

- Design of new business projects involving installation of fire services including fire hydrants and backflow preventers, and main line extensions and services.
- Design facilities for capital improvement projects involving site improvements, abandonment and installation of reservoirs, water treatment facilities, booster stations, and wells.
- Design water mains including wastewater, potable and non-potable for capital improvement projects.
- Create and update atlas maps including 100 ft and 1,000 ft maps.
- Create traffic control plans, plans for railroad permit submittals and Caltrans permit submittals.
- Create and update daily log job, valve cards and fire hydrant records.
- Assist in surveys and elevations.
- Prepares as-built plans of completed projects.
- Assists in ensuring that all plans are prepared in accordance with Specifications, Special Provisions, Standard Drawings, Drafting Standards and Approved Material List.
- Inspect installation of water mains ranging from 2" to 36", fire services, fire hydrants, and water meters. Set up meeting with developers and contractors to discuss new job installations. Order and check materials.

**Bassam M Alzammam**

34942 Summerwood Dr Yucaipa CA 92399 (M)626-862-5766 Balzammam@yahoo.com

**Education,  
Certification****Associates of science Degree in Computer Aided Drafting  
Technology**

ITT Technical Institute, West Covina, CA Dec 2001

**Water Treatment 2 (T2) Certificate**

State of California Department of Public Health Services July 2006

**Water Distribution 5 (D5) Certificate**

State of California State Water Resources Control Board Dec. 2019

**Collections System Maintenance Grade 4 Certificate**

California Water Environment Association Oct. 2019

**Public Works Street Inspector II Certification**

Citrus Community College, Glendora, CA Nov. 2009

**NACE Coating Inspector Level I**

April 2010

**CalWARN Southern Region Chair for Region 6**

July 2020

**Bassam M Alzammam**

34942 Summerwood Dr Yucaipa CA 92399 (M) 626-862-5766 Balzammam@yahoo.com



Matthew Casey



Yucaipa Valley Water District

12770 SECOND STREET, YUCAIPA, CALIFORNIA 92399  
TELEPHONE (909) 797-5117 FAX (909) 797-6381

## Statement of Interest Board of Directors Division 2

Name: Matthew Casey

Contact Phone Number: (909) 894-6537

Address of Current Residence: 35789 DAMASCUS ST.  
YUCAIPA, CA 92399

Contact Phone Number: (909) 894-6537

I hereby declare under penalty of perjury under the laws of the State of California that I am eligible to be considered as a Director representing Division 2 of the Yucaipa Valley Water District, meeting the residency requirements for Division 2 and all other local and state laws. I understand that the information provided in this Statement of Interest will be available online and provided as public information in its entirety.

Matthew Casey Signature 6/14/2021 Date

This form and written responses to the questions below are to be submitted for consideration by the Board of Directors. This form together with any other documentation such as a resume, letters of support, and questionnaire responses must be received by the Yucaipa Valley Water District by **June 23, 2021 at 5:00 p.m.**

This Statement of Interest and supporting material will become a public document and distributed to the Board of Directors for their review and consideration.

Please include a written response to the following questions. Attach additional sheets as needed.

1. Provide a resume outlining your professional experience, education, and other related activities.
2. Provide a brief statement explaining why you are interested to fill the vacant Board of Director position in Division 2.
3. The Board of Directors collectively decide policy issues for the District while staff members are responsible for implementing that policy direction. Please briefly describe any policies that you would be interested in exploring as a member of the Board of Directors.
4. As part of the team that makes up the Board of Directors, please describe a particular skill or perspective that you would bring to the organization.

---

# Matthew Casey

Maintenance Supervisor, retired

35789 Damascus street  
Yucaipa CA, 92399  
(909) 894-6537  
mcaseytumph@gmail.com

## SKILLS

Initial job skills: welding, pipe-line repair, and pump work.

Coordination with: AQMD, CARB, CALIF. Highway Patrol, The State of California; also worked with independent contractors.

Management experience: personnel training, personnel management, safety training, job-site coordination and logistics.

## EXPERIENCE

**McCalla Brothers Pump and Drilling, Redlands, CA** - *Pump Installer*

1982-1987

**West Valley Water District, Rialto, CA** - *Meter supervisor/ Maint Supervisor*

1987-2016

## EDUCATION

**High School Graduate**

**Some college- no degree**

**State of California**

- Water Treatment Grade 2 certification
- Distribution Grade 4 certification

- **I am interested in filling the vacant Board of Director position for Division 2 in order to contribute to my area and the district concerning California related water issues.**
- **Policies I may be interested in exploring as a Board of Director are policies that support district personnel and the Water District itself. My belief is that the Water District must remain viable and healthy in order for personnel to retire with medical and retirement benefits.**
- **My particular skill and perspective are directly related to having worked within an agency. I have a team player perspective.**

June 15, 2021

Board of Directors  
Yucaipa Water District

I would like to recommend Matthew Casey for the appointment to the vacant seat on your board. Matt has 29 years of experience in the operations and governance of an independent special district. I had the pleasure of working with Matt for all of those 29 years and I can assure you he is a focused and thorough study of issues. I believe his experience and knowledge would make him an excellent member of the board of directors. I am glad to recommend Matthew Casey for the appointment to the Board of Directors of Yucaipa Valley Water District.

Cordially,

Anthony Butch Araiza  
Retired General Manager  
West Valley Water District  
909 644-2417

Board of Directors  
Yucaipa Valley Water District  
12770 Second Street  
Yucaipa, CA 92399

June 15, 2021

RE: Matthew Casey for Division 2 Board of Director

Dear Directors:

I am writing this letter to support Mathew (Matt) Casey's appointment to Director of Division 2 for the Yucaipa Valley Water District. For more than 14 years, Matt and I worked together at West Valley Water District. He oversaw the Maintenance Department, and I was the Human Resources/Risk Manager.

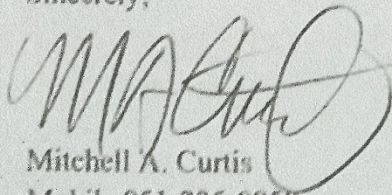
He is a talented leader and worked very hard for the West Valley Water District in its mission is to provide customers with safe, high-quality, and reliable water service at a reasonable rate and in a sustainable manner.

As a Director, he would know the Board's importance in setting the direction of the District. Matt has a history of working well with others and, based on his years of experience in the water industry, he will be eager to share his knowledge within the organization. Most importantly, Matt is a man of his word.

I have absolutely no doubt that he would be an asset to your Board and Yucaipa Valley Water District as a whole.

If you have any questions, feel free to contact me.

Sincerely,



Mitchell A. Curtis  
Mobile 951-235-0850



Sheldon Jones



12770 SECOND STREET, YUCAIPA, CALIFORNIA 92399  
TELEPHONE (909) 797-5117 FAX (909) 797-6381

RECEIVED  
JUL - 6 2021

Statement of Interest  
Board of Directors  
Division 2

Name: SHELDON E. JONES  
Contact Phone Number: 626-827-2681  
Address of Current Residence: 12930 LEITH WAY  
YUCAIPA, CA 92399  
Contact Phone Number: 626-827-2681

I hereby declare under penalty of perjury under the laws of the State of California that I am eligible to be considered as a Director representing Division 2 of the Yucaipa Valley Water District, meeting the residency requirements for Division 2 and all other local and state laws. I understand that the information provided in this Statement of Interest will be available online and provided as public information in its entirety.

[Signature] Signature 7-6-2021 Date

This form and written responses to the questions below are to be submitted for consideration by the Board of Directors. This form together with any other documentation such as a resume, letters of support, and questionnaire responses must be received by the Yucaipa Valley Water District by **July 7, 2021 at 5:00 p.m.**

This Statement of Interest and supporting material will become a public document and distributed to the Board of Directors for their review and consideration.

Please include a written response to the following questions. Attach additional sheets as needed.

1. Provide a resume outlining your professional experience, education, and other related activities.
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4. As part of the team that makes up the Board of Directors, please describe a particular skill or perspective that you would bring to the organization.



### Statement of Interest Written Response

1. Resume attached
2. I have been in the water and wastewater field and believe my knowledge and experience will best represent Division 2. I understand how the water and wastewater systems operate and what is needed to service our customers.
3. I believe Customer Service should be at the forefront of any government Agency from the Planning and Development stage, treatment and distribution of water and recycled water, and treatment and, disposal of wastewater. to the end user as the district provides a vital resource.
4. I have experience working for a Water and Wastewater District that encompassed three cities and two counties. I am familiar with the coordination that is required to accommodate services within them.

## Sheldon Edward Jones

12930 Leith Way  
 Yucaipa, California 92399  
 626-827-2681  
[sheldonedwardjones@yahoo.com](mailto:sheldonedwardjones@yahoo.com)

### Experience:

July 2006 to Present                      Retired and Travelling  
 Have travelled to over 40 countries in Europe, Asia, and the South Pacific. Also visited all 50 states in the United States and visited much of Canada. Lived in Bern Switzerland, Perth Australia, and Cebu Philippines.

Jan 1987 to June 2006                      Dublin San Ramon Services District  
 7051 Dublin Blvd  
 Dublin, California 94568 USA  
 925-828-0515

**Construction Inspector II** – Working out of the Engineering Department assignments were inspecting of the installation and repairs of water system pipelines, sewer system pipelines, recycled water pipelines, storm drainage pipelines, water pump stations, water reservoir tanks, recycled water pump stations, recycled water tanks, sewer lift stations, and smaller wastewater projects at the wastewater treatment plant. Prepared daily reports of progress, documented change orders, assisted in resolving conflicts with other utilities and City infrastructure, prepared as built drawings. Project managed smaller construction projects. Reviewed plans during design for conflicts, located and marked pipelines for other construction projects, assisted in mapping of district utilities. Assisted in research and implementing disaster response. Secured contractors and materials for emergency repairs.

Sept 1980 to Dec 1986                      Dublin San Ramon Services District  
 7051 Dublin Blvd  
 Dublin, California 94568 USA  
 925-828-0515

**Senior Wastewater Plant Operator** – Working in the Operations Department was a leadman on shift in the operation and maintenance of a wastewater treatment plant. Inspected plant during rounds for unusual problems or equipment failure, took samples for analysis. Made adjustments to plant operations for flow characteristics and lab results. Performed maintenance of equipment as needed or scheduled. Also worked as an operator in the water distribution system.

**Claim to Fame** – Suggested the use of purple paint for utility locating of recycled water lines. This was adopted by Underground Service Alert North and South for utility marking.

### Education:

Sept 1980 to June 1985                      California State University, Sacramento – Part time courses in Engineering specializing in water and wastewater treatment.  
 Sept 1972 to June 1973                      California State Polytechnic University, Pomona – Courses in civil engineering.

### License:

California Drivers License  
 Federal Communications Commission Amateur Extra



Nyles O'Harra



Yucaipa Valley Water District

12770 SECOND STREET, YUCAIPA, CALIFORNIA 92399  
TELEPHONE (909) 797-5117 FAX (909) 797-6381

# Statement of Interest Board of Directors Division 2

RECEIVED  
JUL - 6 2021

BY: \_\_\_\_\_

Name: NYLES O'HARRA

Contact Phone Number: 909-836-4959

Address of Current Residence: 35217 AVE C YUCAIPA CA 92399

Contact Phone Number: \_\_\_\_\_

I hereby declare under penalty of perjury under the laws of the State of California that I am eligible to be considered as a Director representing Division 2 of the Yucaipa Valley Water District, meeting the residency requirements for Division 2 and all other local and state laws. I understand that the information provided in this Statement of Interest will be available online and provided as public information in its entirety.

Nyles O'Harra  
Signature

07/06/21  
Date

This form and written responses to the questions below are to be submitted for consideration by the Board of Directors. This form together with any other documentation such as a resume, letters of support, and questionnaire responses must be received by the Yucaipa Valley Water District by **July 7, 2021 at 5:00 p.m.**

This Statement of Interest and supporting material will become a public document and distributed to the Board of Directors for their review and consideration.

Please include a written response to the following questions. Attach additional sheets as needed.

1. Provide a resume outlining your professional experience, education, and other related activities.
2. Provide a brief statement explaining why you are interested to fill the vacant Board of Director position in Division 2.
3. The Board of Directors collectively decide policy issues for the District while staff members are responsible for implementing that policy direction. Please briefly describe any policies that you would be interested in exploring as a member of the Board of Directors.
4. As part of the team that makes up the Board of Directors, please describe a particular skill or perspective that you would bring to the organization.

## Nyles O'Harra

1(909)836-1724

nylesoharra@gmail.com

35217 Avenue C, Yucaipa, CA 92399

**Objective** I seek to fill the Yucaipa Valley Water District vacancy as Director of Division Two. I currently work as an equipment operator and certified inspector of sediment and erosion control. I seek receive training and exposure to the field I wish to work in upon receiving my B.S. of Environmental Science in 2024. I will apply my future degree and 13+ years of construction and agricultural experience to amplify my work in the field of environmental consultation. As somebody with a servant's heart, I want to represent myself and my community in the decision-making processes that influence our local water resources. I am confident that my work ethic would complement the good name of any company that invests time and opportunity in me. I am grateful for this opportunity of consideration for employment.

**Skills & Abilities** Qualified Stormwater Practitioner - Equipment Operator/Laborer - Fluent Bilingual Speaker(English/Spanish) - Crew Leader - Trainer - Safety/OSHA Compliance - Environmental Compliance - CDL Class B - Front Loader - Skid Steer - Speed Loader - Excavator - Pneumatic Roller - Chip Rock Spreader(Front Post) - Hay Squeeze Lift Tractor - John Deere Specialty Tractor(Disking) - Compact Tractors - 10-Wheel Water Truck - 10-Wheel Dump Truck - 10-Wheel Snow Plow Truck - Cinder Spreader Machine - CAT Snow Blower - 10-Wheel "Knuckle boom" Truck - Forklift – Dodge Ram 5500 Pickup/Trailer - Polaris RZR - Generators - Traffic Message Board - Disaster Response - Emergency Road Closures - Chain Link Fence Installation - "Storm Patrol" during major storm events - Roadway Signs Installation - Pollution Prevention Device Installation (Straw Waddles, Sediment Fences, Trash Racks, Stockpile Tarps, Gravel Bags) – Wildlife Exclusion Fence Installation Core Drilling - Asphalt/Gravel/Oil Sampling - Asphalt Patching - Crack Seal - Chip Seal - Temporary Traffic Control/Work Zone Setup - Supervision and coordination of Work Zone Flaggers - Operational Best Management Practices(BMPs) - Flood Control Facility Maintenance - Seven Oaks Dam(Water Level Measurements and facility maintenance) - Dig Alert - Road Maintenance – flood control facility construction and maintenance - Bridge Repair - Guard Rail Repair - Snow Plow - Rheostat Electrical Cutter - Torch Cutter - Chain Link Fence Installation - Weed Abatement - Equipment Pre-Trip Inspection - Greasing and Maintaining Equipment - Chain Saw - Pole Saw, Power Tools - Sales Representative - Data Administration - Microsoft (Word, Teams, Excel, Spreadsheet, PowerPoint, Photoshop) - Zoom - QuickTime Player - GoPro Editing - Public Speaking - Horsemanship - Excellent Spatial Reasoning - Common Sense - Critical Incident Decision Making

**Experience Bancroft construction services, August 2020-Present**

Certified inspector of sediment and erosion control, qualified Stormwater practitioner, heavy equipment operator.

- As an environmental compliance inspector my duties involve detail-oriented inspection report writing and photo documentation.
- As a heavy equipment operator, I run various pieces of equipment to safely and efficiently execute project tasks installing best management practice devices for clients such as SoCal Edison, Caltrans, Michael Baker international, and Geosyntec consultants

**County of San Bernardino, Department of Public Works (Flood Control, Road Maintenance), 2017– 2020**

Equipment Operator 1

- My duties included, but we're not limited to, operating equipment, hand tools, and power tools of varying degrees and sizes with the purpose to maintain general infrastructure, flood control facilities, bridges, and roads.
- I served as assigned supervisor for various field operations, such as supervising inmate work release program (WRP) projects.
- Supervision and compliance for work zone safety/environmental impact.
- Risk assessment and accident prevention.
- It was my duty to inspect and prepare accurate paper/digital/video reports systems of all projects to prove compliance of all operations.
- I was often assigned the liaison to jobsite scientists, researchers, inspectors, visiting upper management, and representatives of multiple different agencies to explain the progress and status of a project and to ensure that our operations remained within environmental/government laws. I applied best management practices to mitigate negative impact on protected flora, fauna, habitat, and ecosystem.

**Cherry Valley Feed and Pet Supplies, 2015-2017, 2020-2021**

Equipment Operator, Sales Rep, Trainer, Delivery Man, Laborer

- My duties include, but are not limited to, brokering large account sales, providing English/Spanish translation for customers.
- Because of my extensive experience with heavy machinery I am the primary equipment operator at this company, which means I am responsible for the loading and unloading of hay trucks. I am also the primary delivery man for most of our largest truck hauls.

**Oracle Construction Inc., 2014-2015**

Crew Leader, Equipment Operator, Trainer, Laborer

- During my time with Oracle, I was responsible for the safety and productivity of six individuals.
- Because of my proficiency with measurement, cutting tools, and equipment, it was my responsibility to precisely measure and outline all of the specific cuts and angles of these 1000lbs EPS Foam blocks we were placing to build a foundation.

**All Seasons Hay Company, 2009-2011, 2013-2014**

- My duties as a laborer and forklift was to primarily assist in sales and to load the trucks and trailers of customers.
- I also served as a primary translator for Spanish speaking customers.

#### **The Church of Jesus Christ of Latter-day Saints, 2011 – 2013**

Senior Zone Leader, Regional Executive Clerk, Trainer, Full Time Volunteer Missionary

- My primary duty as a missionary was to provide humanitarian aid and teach theology to the people of northern Paraguay, South America.
- My consistency in hard work, leadership, tolerance, and administration skills gave me the opportunity to serve as a high-ranking leader/administrator and trainer to a volunteer missionary group of 180 full time volunteer missionaries in Northern Paraguay. Their productivity and welfare were my responsibility.

#### **Certifications & Awards**

- Certified inspector of sediment and erosion control
- Facility Urban Runoff Prevention Plan (FURPP)
- Storm Water Pollution Prevention Plan (SWPPP)
- Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA),
- Prison Rape Elimination Act (PREA), San Bernardino County Sheriff's Office
- Class B California Driver's License (CDL)
- Work Zone Safety/Risk Assessment Training
- Work Zone Traffic Control Training
- Riparian Ecosystem Awareness (Santa Ana River, San Bernardino County)
- Desert Tortoise Awareness
- Nesting Bird Awareness
- San Bernardino Kangaroo Rat Awareness
- Invasive/Protected Vegetation Awareness
- Housing and Urban Development Unsheltered Citizen Outreach
- First Aid/CPR Training
- Eagle Scout, Bronze Eagle Palm, Order of The Arrow, Boy Scouts of America
- 4-Year High School Varsity Wrestling Team Captain
- 4-Year High School Scholar Athlete

#### **Volunteer The Church of Jesus Christ of Latter-day Saints Young Men's Advisor**

- I am one of many adult advisors of young men between the ages of 12 to 18 within my local congregation. I am responsible for the proper instruction of the young men in the concepts of theology, history, literature, philosophy, physical fitness, and outdoorsmanship.

#### **Education Crafton Hills College, Yucaipa, CA Bachelor of Science in Environmental Science**

- Full Time Student, GPA: 3.5
- Transfer to University of Redlands, CA, Spring 2022



# CISEC, Inc.

## Board of Directors

*certifies that*

**Nyles O'Harra**

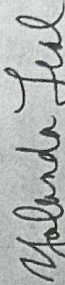
*has demonstrated satisfactory evidence of sediment and erosion control inspection skills and successfully passed the certification examination and therefore, as required by CISEC, Inc., is authorized to use the title of*

**Certified Inspector of Sediment and Erosion Control**

*Given this 2nd day of April 2021*



CISEC, Inc. President



CISEC, Inc. Vice President

**CISEC 3161**

*Certification Number*

**Letter of Endorsement for NYLES O'HARRA**Reference Information

Name: Tony Troncoso

Title: Public Works Operations Superintendent

Company: The County of San Bernardino, Department of Public Works

Phone: 909-289-1518

Email: tony.troncoso@dpw.sbcounty.gov

Reference Letter

I have known Nyles O'Harra for five years. Nyles has a strong moral compass and is a good example of integrity in the workplace. Nyles has demonstrated proficiency and good judgement in various flood control and road transportation projects.

An example of Nyles' detail-oriented work is the way in which Nyles succeeded in his assignments of digital/paper/video documentation and data entry for risk assessment and work zone safety laws and policies. Nyles O'Harra is a successful Qualified Stormwater Practitioner (QSP) and has been successful in comparable specialized work as a Temporary Traffic Control (TTC) specialist for the County of San Bernardino Department of Public Works.

I strongly endorse Nyles O'Harra for the position of the Director of Division Two with the Yucaipa Valley Water District. I am confident that Nyles would be a key contributing member to the board of directors. He is highly intelligent and a quick learner and has on numerous occasions demonstrated courage in the field with his strong critical thinking and problem-solving under pressure.

**Letter of Endorsement for NYLES O’HARRA**Reference Information

Name: Joel Carillo

Title: Manager

Company: Cherry Valley Feed

Phone: 562-387-7501

Reference Letter

I have known Nyles for about 8 years. Nyles is an example of somebody who embodies a strong work ethic, highly proficient communication skills of a bilingual nature, English and Spanish. I have always been able to count on Nyles to handle difficult situations, hard tasks and hours, and transparency when handling customer/business funds.

Nyles has always impressed me with his service-oriented professionalism even when dealing with upset or angry customers. I could always count on Nyles to be a “fixer” of unhappy customer relations. He can not only work intelligently with his mind, but also his willingness and ability to get his hands dirty and work until the job gets done. Nyles was my top equipment operator and always maintained safety as paramount for himself, coworkers, and customers.

I endorse Nyles O’Harra for the position of Director of Division Two for the Yucaipa Valley Water District. Nyles is a team player but also works extremely well alone and without supervision. Nyles is a “man of the people”, and I believe him to be a strong representative of his community.

**Letter of Endorsement for NYLES O'HARRA**Reference Information

Name: Robert Macias

Title: Flood Control Heavy Equipment Operator, Flood Control Operations

Company: The County of San Bernardino, Department of Public Works

Phone: 909-936-0727

Email: robert.macias@dpw.sbcounty.gov

Reference Letter

I have known Nyles O'Harra for several years. He is an honest individual. I was an operations foreman to Nyles during his various years working operations for The County of San Bernardino Department of Public Works Flood Control District.

Nyles is an individual who embodies the professional conduct expected of a Director of Division Two for the Yucaipa Valley Water District. Nyles is the hardest worker I have ever supervised. Nyles practices great attention to detail that will continue to benefit him as an environmental compliance inspector, Crafton Hills College student, and Director. Nyles is also a highly talented heavy equipment operator.

An example of his aptitude was the efficient capability Nyles demonstrated in his responsibility to document and record hydrological flows during storm events on behalf of the County of San Bernardino Department of Public Works Flood Control District.

**Nyles O’Harra References****Tony Troncoso**

County of San Bernardino Department of Public Works  
Operations Superintendent  
tony.troncoso@dpw.sbcounty.gov  
(909)387-1801

**Collin Stratz**

Inland Empire Resource Conservation District  
Natural Resources Administrative Manager  
(909)992-2963  
cstratz@jercd.org

**Dave Hoffman**

Beaumont Cherry Valley Water District  
Division 5, Treasurer  
All Seasons Hay Company  
david.hoffman@bcvwd.org  
(951) 845-9581

**Bobby Duncan**

City of Yucaipa, City Council  
District 3  
(213)324-6057

**Brian Kloepfer**

County of San Bernardino Department of Public Works  
Flood Control Zone Supervisor  
Brian.kloepfer@dpw.sbcounty.gov  
(909)954-6773

**Dave Castaldo**

San Gorgonio Pass Water Agency  
Former Board Member  
A.C. Propane Co  
(951)333-1465

**Statement of Interest**

To whom it may concern,

My name is Nyles Andre Matias O'Harra.

I simply wish to express my gratitude for the opportunity of consideration to fill the vacancy as Director for Division 2 of the Yucaipa Valley Water District.

I echo the mission statement of the YVWD and say that transparency, hard work, decision making, being a team player, and utilization of cutting edge technology to best serve constituents is what I am all about.

Having worked in both public and private sectors in the fields of agriculture, flood control, water resources, and environmental compliance, I am confident I am a candidate worthy of consideration as the Director of Division 2.

I very much wish to further introduce myself to all board members and staff and wish to convey an "open door" policy to call, text, or email me so that I may introduce myself to anyone interested.

I am a humble man of the people, and I am honored at the opportunity I have to apply my skills and knowledge for a public servant position where I can advocate for my neighbors and serve my community.

Thank you.

-Nyles A.M. O'Harra  
(909)836-4959  
nylesoharra@gmail.com

**Policies I am interested in exploring**

I have always been highly impressed in the Yucaipa Valley Water District ability to propose and execute projects to benefit our community. Specifically, I am interested in exploring the Yucaipa Valley Water District project proposals because I understand the pivotal nature of investing in infrastructure development/maintenance and becoming an eco-friendly and self-sustaining city of Yucaipa.

### **Skills and Perspective, Nyles O’Harra**

I bring to the table several unique, dynamic experiences, knowledge, growth potential, and talent.

First and foremost I offer strong integrity, fast learning skills, loyalty, good character, and honesty

As a federally recognized certified inspector of Sediment and Erosion Control and stormwater inspector, I understand the technical aspects of environmental compliance. As an inspector, I am a detail-oriented and well-organized worker.

I have spent a number of years working in the construction and maintenance of infrastructure, including roads, flood control, and water resources.

I offer a unique perspective on the understanding of the culture and reality of the “boots on the ground” application of policies and procedures set forth by entities such as the YVWD.

At 29 years old and approaching my second wedding anniversary, my family and I are planting roots within the division to the boundary of the Yucaipa water district. I have a personal investment in the welfare and appropriate development of my neighborhood.

Another perspective I offer as a director with the Yucaipa Valley Water District is over a decade of professional experience working in agriculture. Working for local feed stores and hay companies I not only learned about the pivotal nature of water and agriculture, but I also developed strong relationships with our local Beaumont/Banning/Yucaipa equestrian communities.

I have often worked as a professional representative of various organizations and agencies and I maintain a strong network of contacts related to infrastructure within the inland empire.

As someone who has worked hard to develop my leadership skills, I have learned how important it is to be a follower and to work as a team as well. Teamwork forms the basis of success for any organization and as a director, I would be a valuable team player.

Because of my Hispanic heritage, and the two years I spent as a missionary in South America, I have a strong understanding of cultural identities. I believe in building bridges and bringing people of various backgrounds together to work as a community. My bilingual English and Spanish capabilities have often assisted me in both professional and personal environments.

Always true to my agrarian, construction labor, and equipment operator upbringing, I am a fixer and I build things. I do extremely well when handed a situation that is challenging and requires critical thinking and decision-making. I perform well under stress, and I am



confident as a Director with the YVWD I would be a pivotal asset for situations that require extensive critical thinking, unique problem-solving, teamwork, and willingness to make difficult decisions.

I have served as a San Bernardino County Department of Public Works representative in numerous situations interacting with the public, including situations where people were extremely upset and at times hostile. I have firsthand learned the importance of inter-agency coordination, team communication, compromise, and maintaining a level head while public speaking.



**Date:** July 13, 2021

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

**Subject:** Discussion Regarding the Creation of an Ad Hoc Committee for Initial Review of Responses to the Request for Proposals for Legal Services

**Recommendation:** That the Board appoint two board members to assist with the initial review of the Legal Services Request for Proposals.

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The District is in the process of selected a new legal counsel firm to assist with governmental procedures compliance, contracts, transactions, civil/business litigation, general counsel legal services, and to manage and coordinate the use of special counsel as needed.

The proposals for general legal services are due by August 4, 2021.

In order to promptly review of the proposals received, the District staff recommends creating an ad hoc committee of two board members to assist with the initial review. The members of the ad hoc committee will be assisted by the General Manager, Chief Financial Officer and Legal Counsel.

Based on the initial review, interviews will be scheduled with the selected legal firms during the week on August 16<sup>th</sup> where all board members will participate in the interview and selection process.



**Date:** July 13, 2021

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

**Subject:** Overview of the Water Infrastructure Finance and Innovation Act (WIFIA) and the Upper Santa Ana River Watershed Infrastructure Financing Authority

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

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The District staff has been working closely with the San Bernardino Valley Municipal Water District, the San Bernardino Valley Water Conservation District, and other regional water agencies to develop a funding application pursuant to the [Water Infrastructure Finance and Innovation Act \(WIFIA\)](#). The water and sewer agencies in the region are requesting over \$800 million in funding to build several coordinated regional projects. The WIFIA program is very competitive, but our coordinated approach might enable the region to secure a portion of the \$5.5 billion available nationwide to build infrastructure that is vital for our area.

At this time, the Yucaipa Valley Water District has identified over \$110 million in proposed projects that would be part of the WIFIA federal loan program:

- 24" Recycled Water Pipeline Extension - Pressure Zone 11
- Calimesa Aquifer Storage & Recovery (ASR) Project Phase 1
- Calimesa Aquifer Storage & Recovery (ASR) Project Phase 2
- Calimesa Regional Recycled Water Pipeline Project
- North Bench Recycled Water Infrastructure
- R-12.5 Recycled Water Reservoir
- Recycled Reservoir R-11.4 - 3.0 MG
- Recycled Water Booster B-10.3 to Pressure Zone 11
- Recycled Water Reservoir and Recharge - Resource Ranch
- SAGE - Salinity & Groundwater Enhancement Project
- SCRAM - Salinity Concentration Reduction and Minimization System
- Wochholz Regional Water Recycling Facility Energy Resiliency Project
- Yucaipa Valley Regional Water Filtration Facility Energy Resiliency Project

These projects are important to the Yucaipa Valley Water District since they will expand our recycled water system, improve overall water quality in the groundwater basins, improve local energy supplies, and reduce the demand for imported water/drinking water in our community.

On July 20, 2021, the District staff will be presenting to the Board of Directors a resolution to form the Upper Santa Ana River Watershed Infrastructure Financing Authority as a Joint Powers Agency (JPA). A draft version of the Joint Exercise of Powers Agreement is attached for your review. The District staff will also be requesting the appointment of two board members, a primary and alternate member, to represent the District on the JPA. The JPA is scheduled to meet on July 21, 2021, at 8:00 am at the San Bernardino Valley Municipal Water District to conduct the first organizational meeting of the new agency.

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## News Releases

### News Releases from Headquarters > Water (OW)

# EPA Announces \$6.5 Billion in New Funding for Water Infrastructure Projects

*WIFIA funds to revitalize water infrastructure, create jobs while prioritizing progress on equity, climate, lead*

04/27/2021

Contact Information:

EPA Press Office ([press@epa.gov](mailto:press@epa.gov))

**WASHINGTON** — Today, at an address to water associations, utilities, and their workers to mark Water Week, U.S. Environmental Protection Agency (EPA) Administrator Michael S. Regan announced the 2021 notice of funding availability under the agency's Water Infrastructure Finance and Innovation Act (WIFIA) program and state infrastructure financing authority WIFIA (SWIFIA) program. These lending programs accelerate investment in critical water infrastructure through innovative and flexible financing that can support a wide range of projects in both large and small communities.

"EPA's \$6.5 billion in water infrastructure funding will provide more than \$13 billion in water infrastructure projects while creating more than 40,000 jobs," said **EPA Administrator Michael S. Regan**. "Today's announcement illustrates the multiple benefits of investing in water infrastructure—better public health and environmental protection, job creation, and economic development. These benefits would be taken to new heights under President Biden's American Jobs Plan."


EPA's WIFIA loan program has become one of the most effective tools used to upgrade our nation's infrastructure. To date, EPA's 49 WIFIA loans are providing over \$9.3 billion in credit assistance to help finance nearly \$20 billion for water infrastructure while creating approximately 49,000 jobs and saving ratepayers over \$4 billion. This round of WIFIA funding will provide up to \$5.5 billion to support \$11 billion in water infrastructure projects and prioritizes five areas:

- Supporting economically stressed communities.
- Protecting water infrastructure against the impacts of climate change.
- Reducing exposure to lead and addressing emerging contaminants.
- Updating aging infrastructure.
- Implementing new or innovative approaches including cybersecurity and green infrastructure.

EPA is also announcing funding under [SWIFIA](#). This program, which was authorized by Congress as part of the America's Water Infrastructure Act (AWIA) of 2018, offers low-interest loans to state water infrastructure programs that then help finance needed water infrastructure projects in local communities. This round of funding will provide SWIFIA borrowers up to \$1 billion to support \$2 billion in water infrastructure projects.

EPA will evaluate proposed projects described in the letters of interest using WIFIA's statutory and regulatory criteria as described in the notice of funding availability. Through this competitive process, EPA will select projects that it intends to fund and invite them to apply. EPA will accept letters of interest from prospective WIFIA borrowers until July 23, 2021. EPA will accept letters of interest from state water infrastructure programs until June 25, 2021.

For more information about WIFIA and this funding announcement, visit: <https://www.epa.gov/wifia>.



The Water Infrastructure Finance and Innovation Act (WIFIA) program accelerates investment in our nation's water infrastructure by providing long-term, low-cost supplemental loans for nationally and regionally significant projects. Borrowers benefit from receiving low, fixed interest rate loans with flexible financial terms.

## WIFIA LOANS OFFER A LOW, FIXED INTEREST RATE

**A SINGLE FIXED RATE IS ESTABLISHED AT CLOSING.** A borrower may receive multiple disbursements over several years at the same fixed interest rate.

**RATE IS EQUAL TO THE U.S. TREASURY RATE OF A SIMILAR MATURITY.** The WIFIA program sets its interest rate based on the U.S. Treasury rate on the date of loan closing. The rate is calculated using the weighted average (WAL) life of the loan rather than the loan maturity date. The WAL is generally shorter than the loan's actual length, resulting in a lower interest rate.

**RATE IS NOT IMPACTED BY BORROWER'S CREDIT OR LOAN STRUCTURE.** All borrowers benefit from the AAA Treasury rate, regardless of whether they are rated AA or BBB. The WIFIA program does not charge a higher rate for flexible financial terms.

## WIFIA LOANS PROVIDE FLEXIBLE FINANCIAL TERMS

**CUSTOMIZED REPAYMENT SCHEDULES.** Borrowers can customize their repayments to match their anticipated revenues and expenses for the life of the loan. This flexibility provides borrowers with the time they may need to phase-in rate increases to generate revenue to repay the loan.

**LONG REPAYMENT PERIOD.** WIFIA loans may have a length of up to 35 years after substantial completion, allowing payment amounts to be smaller throughout the life of the loan.

**DEFERRED PAYMENTS.** Payments may be deferred up to 5 years after the project's substantial completion.

**SUBORDINATION.** Under certain circumstances, WIFIA may take a subordinate position in payment priority, increasing coverage ratios for senior bond holders.

**WIFIA LOANS CAN BE COMBINED WITH VARIOUS FUNDING SOURCES.** WIFIA loans can be combined with private equity, revenue bonds, corporate debt, grants, and State Revolving Fund (SRF) loans.

*Example of a customized debt repayment structure for a \$100 million project*



WEBSITE: [www.epa.gov/wifia](http://www.epa.gov/wifia)

EMAIL: [wifia@epa.gov](mailto:wifia@epa.gov)

ANNOUNCEMENTS: Sign-up at <https://tinyurl.com/wifianews>



The WIFIA program accelerates investment in our nation’s water infrastructure by providing long-term, low-cost supplemental loans for regionally and nationally significant projects. The WIFIA program was established by the Water Infrastructure Finance and Innovation Act of 2014.

**ELIGIBILITY**

**Eligible borrowers**

- Local, state, tribal, and federal government entities
- Partnerships and joint ventures
- Corporations and trusts
- Clean Water and Drinking Water State Revolving Fund (SRF) programs









**WIFIA can fund development and implementation activities for eligible projects**

- Wastewater conveyance and treatment projects
- Drinking water treatment and distribution projects
- Enhanced energy efficiency projects at drinking water and wastewater facilities
- Desalination, aquifer recharge, and water recycling projects
- Acquisition of property if it is integral to the project or will mitigate the environmental impact of a project
- A combination of eligible projects secured by a common security pledge or submitted under one application by an SRF program

**FUNDING AVAILABILITY**

EPA announces WIFIA funding availability and application process details in the Federal Register and on its website.

**IMPORTANT PROGRAM FEATURES**

-  Minimum project size for large communities.
-  Minimum project size for small communities (population of 25,000 or less).
-  Maximum portion of eligible project costs that WIFIA can fund.
-  Maximum final maturity date from substantial completion.
-  Maximum time that repayment may be deferred after substantial completion of the project.
-  Interest rate will be equal or greater to the US Treasury rate of a similar maturity.
-  Projects must be creditworthy.
-  NEPA, Davis-Bacon, American Iron and Steel, and all federal cross-cutter provisions apply.

STAY IN TOUCH		
	 <b>WEBSITE:</b> <a href="http://www.epa.gov/wifia">www.epa.gov/wifia</a>	 <b>EMAIL:</b> <a href="mailto:wifia@epa.gov">wifia@epa.gov</a>
	Sign-up to receive announcements about the WIFIA program at <a href="https://tinyurl.com/wifianews">https://tinyurl.com/wifianews</a>	

November 2016

EPA-830-F-16-003

*Stradling Yocca Carlson & Rauth  
Draft of 7/8/21*

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**JOINT EXERCISE OF POWERS AGREEMENT**

**by and among**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT,**

**SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT,**

**YUCAIPA VALLEY WATER DISTRICT,**

**and**

**THE OTHER PARTIES SET FORTH IN EXHIBIT A**

**creating the**

**UPPER SANTA ANA RIVER WATERSHED  
INFRASTRUCTURE FINANCING AUTHORITY**

**July 20, 2021**

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4845-6031-7422v11/200315-0002

## JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated July 20, 2021, by and among the SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district that is duly organized and existing under and by virtue of the laws of the State of California (the “San Bernardino Valley Municipal Water District”), the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, an independent special district that is organized and existing under and by virtue of the laws of the State of California (the “San Bernardino Valley Water Conservation District”), the YUCAIPA VALLEY WATER DISTRICT, a county water district that is organized and existing under and by virtue of the laws of the State of California (the “Yucaipa Valley Water District”), and the other parties set forth in Exhibit A as it may be revised from time to time, each a public agency that is organized and existing under and by virtue of the laws of the State of California (the “Additional Members”).

### DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code, Government Code sections 6500 et seq., (the “Act”) authorizes the San Bernardino Valley Municipal Water District, the Yucaipa Valley Water District and the Additional Members to create a joint exercise of powers entity which has the power to exercise any powers common to the San Bernardino Valley Municipal Water District, the Yucaipa Valley Water District and the Additional Members and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the Upper Santa Ana River Watershed Infrastructure Financing Authority (the “Authority”) for the purposes and to exercise the powers described herein.

B. The Members have determined to develop a means to facilitate the financing of the implementation of a coordinated regional water infrastructure plan to provide a more reliable and affordable water supply to the Members and their respective rate payers, consisting of water-related capital improvement projects undertaken by the Members that are expected to benefit public agencies located within the vicinity of, or receiving water from, the Santa Ana River watershed (the “Upper Santa Ana River Watershed Infrastructure Plan”).

C. The Members, through the development and implementation of the Upper Santa Ana River Watershed Infrastructure Plan, aim to invest in projects to modernize aging infrastructure and to address issues facing the region and its Members, such as the impacts of climate change, drought and the need for cooperative water management to assure safe and reliable drinking water and environmental restoration.

D. The Members are each authorized to plan for, design, construct, operate, maintain, repair and replace water-related facilities and to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Water Code, the California Government Code and other laws of the State of California.

E. The Members desire to use any and every power common to them and the other powers granted to the Authority pursuant to the Act for the purpose of financing the costs of the various projects comprising Upper Santa Ana River Watershed Infrastructure Plan.

F. Article 4 of the Act, Government Code sections 6584 et seq., (known as the “Marks-Roos Local Bond Pooling Act of 1985”) authorizes and empowers joint powers agencies like the



Authority to issue bonds and to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

G. The Members desire to explore all financing options to fully implement the Upper Santa Ana River Watershed Infrastructure Plan, including, but not limited to, entering into one or more loan agreements with the United States Environmental Protection Agency under its Water Infrastructure Finance and Innovation Act program and other funding options, including the use of the Marks Roos Local Bond Pooling Act of 1985.

#### TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

“*Act*” shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, Government Code sections 6500 et seq., as amended.

“*Additional Members*” shall mean a Member other than the San Bernardino Valley Municipal Water District, the Yucaipa Valley Water District, San Bernardino Valley Water Conservation District and any other initial Members.

“*Agreement*” shall mean this Joint Exercise of Powers Agreement creating the Authority, as it may be amended from time to time.

“*Authority*” shall mean the Upper Santa Ana River Watershed Infrastructure Financing Authority created by this Agreement.

“*Board*” or “*Board of Directors*” shall mean the governing board of the Authority.

“*Bonds*” shall have the same meaning as in Government Code section 6585(c), and in addition shall include, without limitation, bonds, loans, notes and any other evidences of indebtedness of the Authority authorized and issued pursuant to the Act or other available financing mechanism.

“*Director*” shall mean a member of the Board appointed to the Board pursuant to Section 4(b) of this Agreement.

“*Indenture*” shall mean each indenture, trust agreement, loan agreement, resolution or other such instrument pursuant to which Bonds are issued.

“*Members*” shall mean San Bernardino Valley Municipal Water District, Yucaipa Valley Water District and the Additional Members listed in Exhibit A of this Agreement.

“*Project*” shall mean generally a water-related capital improvement projects, including, but not limited to, wastewater treatment, recycled water or water reuse, stormwater capture, water conveyance, groundwater storage, alternative energy, environmental preservation or ecosystem restoration projects, identified in a Project Agreement financed or refinanced by the Authority for the benefit of the Member or Members who are parties to such Project Agreement.

“*Project Agreement*” shall mean an agreement entered into by one or more Members and the Authority pursuant to which the Authority agrees to finance or refinance a Project specified in such agreement and the Member(s) is obligated to make payments to the Authority with respect to the financial obligations incurred by the Authority for purposes of financing or refinancing the applicable Project, all in accordance with the terms and conditions of any such Project Agreement.

“*State*” shall mean the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of the Projects of the Members, working capital for the Members and other costs described in the Act by exercising the powers referred to in this Agreement and providing an organizational framework for the implementation of the financing of the Upper Santa Ana River Watershed Infrastructure Plan. Any Bonds issued by the Authority shall be solely for Projects benefiting the Member or Members, as provided in the applicable Project Agreement.

Section 3. Term. This Agreement shall become effective as of the date hereof (the “Effective Date”) and shall continue in full force and effect until (i) the date which is the 40<sup>th</sup> anniversary of the Effective Date or (ii) the date on which the Members terminate this Agreement in writing; provided however this Agreement shall not terminate so long as any Bonds or other obligations of the Authority remain outstanding under the terms of any Indenture, Project Agreement, contract, agreement, or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

(a) *Creation of the Authority.* There is hereby created pursuant to the Act an authority and public entity to be known as the “Upper Santa Ana River Watershed Infrastructure Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The geographic boundaries of the Authority shall be coextensive with the boundaries of all of the Members. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members. Notwithstanding any other provision of this Agreement, the Authority shall have no power to incur any debt, liability or obligation that is not subject to and limited by the preceding sentence, including but not limited to any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner that is set forth in Section 6503.5 of the Act, and, to the extent required, with the Local Agency Formation Commission under Section 6503.8 of the Act. Such notice shall also be filed with the office of the Finance Director of the State.

(b) *Governing Board.* The Authority shall be administered by a Board of Directors, which is hereby established, consisting of one (1) Director for each Member, whom shall be designated by the Member by motion or resolution of the governing board of the Member, which motion or resolution shall be filed with the Authority.

Each Member shall, from time to time, designate a Director and an alternate, which shall be a governing board member of the Member or employee of the Member, to represent the Member on the Board. The alternate shall be entitled to all rights as a Director, including rights of voting in the absence

of the Director. Directors and alternates shall serve for so long as they are either serving a term to the governing body of, or are in the active employ of, the appointing Member, unless earlier removed from such position as Director or alternate, as applicable, by the governing body of the appointing Member. Directors and alternates shall serve at the pleasure of the governing board of the appointing Member and may be removed at any time, with or without cause, in the sole discretion of the appointing Member's governing board.

Directors shall not receive any compensation by the Authority for serving as such, but shall be entitled to reimbursement for any expenses actually incurred and not reimbursed by the Member that appointed such Director in connection with serving as a Member, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. Members may provide for per diem or other compensation for their appointed Director from the Member's own funds, provided such is not a charge against the Authority.

(c) *Meetings of Board.*

(1) The Board shall hold regular meetings on the first and third Wednesdays of each calendar month at 8:30 A.M. at the offices of the San Bernardino Valley Municipal Water District unless the Board determines to meet at an alternate time or location in accordance with California law. The Board may suspend the holding of regular meetings so long as there is no need for Authority business. The Board may hold special meetings at any time and from time to time in accordance with law, provided that, so long as required by the Act, any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda for a regular meeting of the Authority.

(2) All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

(3) The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(4) A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) *Voting.* Each Director representing his or her appointing Member shall have one vote. Unless specified to the contrary herein, all actions of the Board shall be approved on the affirmative vote of a majority of the quorum of Directors present at the meeting. In the event of a tie voting among the Directors voting, the matter will not be considered to have passed.

(e) *Officers; Duties; Bonds.*

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer, who will each serve at the pleasure of the Board.

(2) The Director to the Authority from the San Bernardino Valley Municipal Water District, or his or her alternate or designee, shall serve as the first Chair of the Authority for [one-year from the Effective Date]. After such period, the Chair shall be elected by a vote of the Board for a one year term. The Chair shall preside at all meetings of the Authority.

(3) The Board shall select from its members a Vice Chair who shall serve as Vice Chair of the Authority. The term of office of the Vice Chair shall be [one year]. Following the expiration of such term, a Vice Chair shall be elected by a vote of the Board. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of a vacancy in the position of the Chair, the Vice Chair shall perform the duties of the Chair, until such time as a new Chair is selected or appointed.

(4) The General Manager of the San Bernardino Valley Municipal Water District is hereby designated as the initial Executive Director of the Authority. By a vote of the Board, the Authority may give notice to San Bernardino Valley Municipal Water District of its desire to replace the initial Executive Director. The Authority and San Bernardino Valley Municipal Water District shall engage in a good faith discussion of this desire for a period of at least thirty (30) days. If following the thirty-day period the Authority and the San Bernardino Valley Municipal Water District have not been able to resolve any outstanding issues, the Board may remove or appoint a new Executive Officer pursuant to a vote.

The Executive Director shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments executed by the Authority. In addition, subject to the applicable provisions of any Indenture providing for a trustee or other fiscal agent, the Executive Director is designated as a public officer or person who has charge of, handles or has access to any property of the Authority, and shall file an official bond if so required by the Board pursuant to Section 6505.1 of the Act. In addition to the powers, duties and responsibilities provided herein, the Executive Director shall have such powers, duties and responsibilities as may be hereinafter granted or imposed, as the case may be, by the Board.

(5) The Board Secretary of the San Bernardino Valley Municipal Water District shall serve as the initial Secretary until such time as the Board may appoint a replacement. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

(6) The Treasurer of the San Bernardino Valley Municipal Water District shall serve as the initial Treasurer of the Authority until the Board may appoint a replacement. The Treasurer of the Authority shall have the powers, duties and responsibilities that are specified in Sections 6505 and 6505.5 of the Act. The Treasurer of the Authority is designated as a public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond as required by the Board pursuant to Section 6505.1 of the Act. The cost of the bond shall be paid by the Authority.

(7) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board and the Members, which

report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(8) The services of the officers shall be without compensation by the Authority. The San Bernardino Valley Municipal Water District may provide such other administrative services as required by the Authority.

(9) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(10) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within such Member's territorial limits, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially for or on behalf of the Authority under the provisions of this Agreement.

(11) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by a Member or, by reason of their employment by the Authority, to be subject to any of the requirements or benefits to any of the Members.

(12) The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4(a) hereof, the confirmation provided immediately above, and the Act, each Member shall indemnify, defend and hold harmless the Authority and each other Member and each of the Authority and the other Member's officers, directors, employees, attorneys and agents from and against any and all costs, expenses, losses, claims, damages, and liabilities directly or indirectly arising out of or in connection with any negligent or wrongful act or omission of such Member in the performance of this Agreement, and the Members intend that each Member provide indemnity or contribution in proportion to that Member's responsibility for any such claim, damage, loss, judgment, liability, expense or other cost, as determined under principles of comparative negligence. Each Member may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by such Member providing indemnification under this section. Notwithstanding the provisions of Section 895.6 of the Government Code of the State, a Member shall not have any right to contribution from the Authority. This paragraph shall survive the termination of this Agreement.

(13) In any event, the Authority shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

(14) Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

(15) No Board member, officer, agent or employee of the Authority, without prior specific or general authority under this agreement or by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority, except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the San Bernardino Valley Municipal Water District.

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations, except for any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits, to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

This section shall be subject to the limitations on the powers of the Authority set forth in Section 4(a).

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year and Budgeting. The first fiscal year of the Authority shall be the period from the effective date of this Agreement to June 30, 2022. Each subsequent fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the succeeding year, unless changed by resolution of the Board.

The Authority shall develop, circulate, and approve an annual budget for the funding of its administrative and other functions. The budget shall be prepared by the Executive Director. No later than March 1 prior to the beginning of the fiscal year for which the budget is to operate, the Executive Director shall present and circulate to all Members the proposed budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Executive Director or his or her designee, shall be reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget. No later than thirty (30) days after presentation of the budget, the Board shall meet to deliberate and pass upon the budget. The Board may accept, reject, or modify in any way the budget as proposed by the Executive Director.

Initially, the San Bernardino Valley Municipal Water District shall perform the accounting and revenue collection functions of the Authority, tracking and securing the funding from the Members pursuant to the approved annual budget, and consistent with the approved cost allocations among the

Members approved therewith. The San Bernardino Valley Municipal Water District shall perform such functions until such time as a different Member or other entity is selected by the Board to perform the accounting and revenue collection functions of the Authority and tracking and securing the funding from the Members pursuant to the approved annual budget.

In the event of any delinquency, the San Bernardino Valley Municipal Water District may request the Authority to appoint it, or any other Member or group of Members, to represent the Authority, as its agent, in securing collection of unpaid and owing amounts from any delinquent Member or Members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent authorized by the Authority to go forward with them, and may be added as an administrative cost to other Members, or as a credit against future amounts owing to the Authority from such authorized agent.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal (except for any surplus money, which shall be distributed pursuant to the first sentence of this Section), shall be distributed to the Members in proportion to their contributions.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by a Member for any of the purposes of this Agreement. Administrative costs owed to the Authority are intended to be recovered pursuant to the terms of the Project Agreement executed by the Members. Only Members executing a Project Agreement shall be required to pay such administrative costs.

Section 10. Bonds.

(a) *Authority to Issue Bonds.* When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board. The issuance of Bonds shall be approved by the affirmative vote of a majority of the total number of Directors of the Authority.

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets that are pledged therefor under the applicable Indenture(s), and shall not constitute a charge against the general credit of the Authority or the Members. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any Members (other than property of the Member executing a Project Agreement to secure such Bonds, and only to the extent set forth in such Project Agreement) or any Authority income or receipts or any Member's income or receipts (other than income or receipts of the Member executing a Project Agreement and only to the extent set forth in such Project Agreement) except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of

the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including any Member, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds, nor shall the State or any public agency or instrumentality thereof, including any Member, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority or a Member, in his or her individual capacity, and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the Members, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Project Agreements. The rights and obligations of the Members and the Authority with respect to any Bonds issued by the Authority shall be set forth in the respective Project Agreements to be authorized by the Board of the Authority and the governing board of the participating Members and executed and delivered by the Authority and the participating Members. Each Project Agreement shall include (i) a confirmation of the Member that such Member has the legal authority to carry out the project activities related to the applicable Project and (ii) provisions to ensure that such Member will comply with the provisions of any Indenture related to such Project Agreement.

Section 13. Additional Members. It is recognized that public agencies other than the original Members to this Agreement may wish to participate in the Authority. As determined by the Board of Directors, in its sole discretion, any such public agency must have the common powers specified in the Declaration of Purpose, above, must be credit worthy, and must provide benefits to the Upper Santa Ana River Watershed Infrastructure Plan and other Members. Any proposed Additional Member must meet all established principles or requirements adopted by any Member with respect to potential participation in the Upper Santa Ana River Watershed Infrastructure Plan that are in effect at the time the proposed Additional Member applies to become a Member. Additional public agencies may become Members upon such terms and conditions as approved by a unanimous vote of the Board, including establishment of an appropriate cost allocation for that Additional Member and payment by the Additional Member of an acceptable financial contribution to offset prior expenses or obligations incurred by the existing Members, if any. The Authority shall revise Exhibit A to reflect such Additional Member and shall attach the revised Exhibit A as a replacement exhibit. Such replacement Exhibit A shall not constitute an amendment to this Agreement.

Section 14. Withdrawal of a Member. Any Member seeking to withdraw from the Authority shall give at one hundred eighty (180) days written notice of its election to do so. Such written notice must state the date on which the withdrawal shall be effective. Notice must be given to each Director of the Board and to the Executive Director. The application of the withdrawing Member shall include a plan for the allocation to the withdrawing Member any reimbursement or payment to the Authority of any appropriate costs, expenses, or obligations of the Authority, assumed by or benefitting such withdrawing Member, previously incurred by the Authority. Upon withdrawal, the withdrawing Member shall no longer be a Member, and shall no longer have any obligations under this Agreement; provided that the withdrawing Member shall remain liable for its share of debt service with respect to any outstanding Bonds or amounts payable under a Project Agreement. Any Member



that withdraws shall remain subject to the provisions of Section 4(e)(12) with respect to any event or occurrence taking place before such Member withdraws.

Section 15. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

The Authority shall require that each Indenture provide that if a trustee is appointed thereunder, such trustee shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 15.

(a) *Audits.* The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 15, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) *Audit Reports.* The Treasurer of the Authority, as soon as practicable after the close of each fiscal year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to this Section 15(b) as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 16. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 17. Technical Advisory Committee. The Authority shall establish a Technical Advisory Committee. The Technical Advisory Committee shall be comprised of one representative of each Member that is an employee of the Member or a consultant appointed by such Member with expertise in water and/or wastewater capital improvement projects. The Technical Advisory Committee will meet from time to time to review materials relevant to Projects to be financed by the Authority, including draft Project Agreements, and shall periodically report to the Board regarding its review of such materials.

Representatives on the Technical Advisory Committee shall serve in such capacity for so long as they are in the active employ of, or contracted by, the appointing Member, unless earlier removed from such position by the governing board of the appointing Member. Representatives on the Technical Advisory Committee shall serve at the pleasure of the governing board of the appointing Member and may be removed at any time, with or without cause, in the sole discretion of the appointing Member's governing board.

The Board shall appoint a Chair and Vice Chair of the Technical Advisory Committee. The term of each of the Chair and Vice Chair of the Technical Advisory Committee shall be [one year].

All regular and special meetings of the Technical Advisory Committee shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

Section 18. Adoption of Certain Codes and Policies. The Authority shall, by resolution, adopt a Conflict of Interest Code, an investment policy and a debt management policy to the extent required by law. Such Conflict of Interest Code, investment policy and debt management policy may initially be the respective code or policies of the San Bernardino Valley Municipal Water District.

Section 19. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 20. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Members when each party has executed a counterpart of this Agreement.

Section 21. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 22. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 23. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by all of the Members at that time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 24. Waiver of Personal Liability. No Member, member of the Board, officer, counsel, employee or other agent of the Authority or the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Members, members of the Board, officers, counsel, employees or other agent of the Authority against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no Member, member of the Board, officer, counsel, employee or other agent of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts

actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 25. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 26. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 27. Duties. Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by a Member, such action may be exercised through the officers, staff or employees of such Member in the manner provided by law.

Section 28. Principal Office. The principal office of the Authority shall be the principal office of the San Bernardino Valley Municipal Water District unless the Board designates a different principal office by motion or resolution.

Section 29. Controlling Law. THIS AGREEMENT IS MADE IN THE STATE, UNDER THE CONSTITUTION AND LAWS OF THE STATE AND IS TO BE CONSTRUED AS A CONTRACT MADE AND TO BE PERFORMED IN THE STATE.

Section 30. Complete Agreement. Except as provided in Section 11 hereof, this Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized, as of the day and year first above written.

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

YUCAIPA VALLEY WATER DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

SAN BERNARDINO VALLEY WATER  
CONSERVATION DISTRICT

By: \_\_\_\_\_  
Authorized Representative

ATTEST:  
\_\_\_\_\_  
Secretary

BIG BEAR REGIONAL WASTEWATER AGENCY

By: \_\_\_\_\_  
Authorized Representative

ATTEST:  
\_\_\_\_\_  
Secretary

CITY OF COLTON

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF RIVERSIDE

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary

SAN BERNARDINO MUNICIPAL WATER  
DEPARTMENT

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary

WESTERN MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Authorized Representative

ATTEST:

\_\_\_\_\_  
Secretary

EXHIBIT A  
AUTHORITY MEMBERS

1. San Bernardino Valley Municipal Water District
2. Yucaipa Valley Water District
3. Big Bear Regional Wastewater Agency
4. City of Colton
5. City of Riverside
6. San Bernardino Municipal Water Department
7. San Bernardino Valley Water Conservation District
8. Western Municipal Water District

A-1

4845-6031-7422v11/200315-0002





**Date:** July 13, 2021 **Task:** TBD

**Prepared By:** Allison M. Edmisten, Chief Financial Officer  
Matthew Porras, Implementation Manager

**Subject:** Consideration of a Claim for Repair Costs Related to Water Line Leak on Crestview Drive – Nancy Brown

**Recommendation:** That the Board deny the claim for damages and directs District staff to notify the District’s insurance carrier of the denied claim for damages.

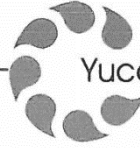
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On May 28, 2021, a water mainline split which impacted the property at 35668 Crestview Drive, Yucaipa. District staff responded to the emergency and repaired the damaged PVC pipe as well as cleaned up much of the damage to the surrounding roadways. District staff notified our insurance carrier.

On June 30, 2021, District staff received the formal claim from Nancy Brown (“Claimant”) regarding the damage to her property. The damage includes the wall, lawn and drainage. The claimant estimates the repair cost to be \$3,500.

Attached is the claim turned in by the Claimant and pictures taken of the damaged property.

District staff recommends the Board of Directors deny this claim for damages for the claim to be forwarded to the District’s insurance carrier.



Yucaipa Valley Water District

Claim for Damage

Name: Nancy Brown
Address: 35166B Crestview Dr. Yucaipa, CA. 92399

Date Stamp
(for official use only)

Phone(s): (909) 361-1755 Same Business
Cell Home

Address at time of loss/incident: 35166B Crestview Dr. Yucaipa, CA. 92399

Description of Details: (Describe how the loss/incident occurred):
Approx 9:15am May 28, 2021. Mud Flowed into our yard causing damage. Due to a broken pipe at the water tower above Fremont st. damaged our wall lawn & drain may need cleaning out.

(Attach additional pages and supporting documentation as needed)

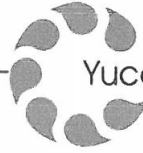
YVWD's Involvement: (if possible, please identify employee and/or department involved)
Water Tower pipe break above Fremont/Yucaipa Blvd.

Witnesses: (please provide addresses and phone numbers):

Table with 3 columns: Name, Address, Phone

Property damage (please describe the value and extent of the damages you have):
Sent pictures of Damage to John.

Table with 6 columns: Make, Model, Year, License #, Insurance Co., Policy #



Yucaipa Valley Water District—

Were you injured? No  Yes  (if yes, please complete the following)

Describe your injury (identify your doctor(s)/health care provider(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you still receiving medical treatment? No  Yes

Employer: \_\_\_\_\_ Type of work: \_\_\_\_\_

Wage Loss? No  Yes  (if yes, rate of pay \$ \_\_\_\_\_ )

**"I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct"**

6/17/2021 Yucaipa, CA  
Date and Place (City and State)

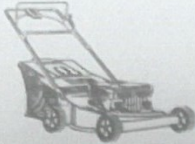
Nancy Brown  
Signature

# INVOICE

DATE 6/23 2021

NAME & ADDRESS

Nancy Brown  
Crestview Dr.  
Yucaipa



LAWN SERVICE

FULL

YES

NO

MOW, EDGE, AND CLEAN

WEEKLY

OTHER

GARDEN SERVICE

PRUNE AND TRIM

CLEAN-UP

FERTILIZER

SEED & TOPPING

PLANTS & COLOR

IRRIGATION SPRINKLERS

PLANTER WORK

SPRAY

Estimate for brick wall 4ft. x 20 ft.  
Dig 12"-18"  
Including Labor + material  
+ washing down dirt with power  
wash.

TOTAL \$3,500.<sup>00</sup>

GARDENER

From Perez Landscaping  
(909) 705-9511



**TEAM JEFFREY PADGETT**

SERVPRO of South Redlands/Yucaipa  
SERVPRO of North Riverside  
700 East Redlands Blvd. U-732  
Redlands, CA 92373  
(909) 307-9700  
Tax I.D 47-5208739

Insured: Nancy Brown

Estimator: Julio Dominguez

**Claim Number:** OTHER

**Policy Number:**

**Type of Loss:** Water Damage

Date of Loss: 6/29/2021 7:00 AM  
Date Inspected: 6/29/2021 7:00 PM

Date Received: 6/29/2021 5:00 PM  
Date Entered: 6/29/2021 11:27 PM

Price List: CABD8X\_JUN21  
Restoration/Service/Remodel  
Estimate: NANCY\_BROWN

\*\*\*\*\*EMERGENCY SERVICES\*\*\*\*\*

This estimate is the property of SERVPRO South Redlands/Yucaipa and has been prepared for the exclusive use of our customer, the insurance agent, the insurance adjuster, and the insurance company. This estimate may not be distributed or copied without the expressed written permission of SERVPRO of South Redlands/Yucaipa. This estimate is a scope of work completed for the above property. SERVPRO of South Redlands/Yucaipa does not determine coverage for this estimate. SERVPRO of South Redlands/Yucaipa gives no opinion as to the presence or absence of mold in your residence. Professionals that test for mold are available and can be hired by individuals to perform this service. Enclosed you will find a copy of the scope of work completed during the emergency services at your home. This scope of work is subject to your insurance company's approval. Please review and advise us of any additional damage that you may have encountered that is not addressed in this scope of work. If you have any questions regarding the scope, please direct them to our office. Thank you for the opportunity to be of service to you.



**TEAM JEFFREY PADGETT**

SERVPRO of South Redlands/Yucaipa  
 SERVPRO of North Riverside  
 700 East Redlands Blvd, U-732  
 Redlands, CA 92373  
 (909) 307-9700  
 Tax I.D 47-5208739

**NANCY\_BROWN**

**NANCY\_BROWN**

DESCRIPTION	QTY
1. Hazardous Waste/Mold Cleaning Technician - per hour <b>Note: Three (3) Techs on site</b>	24.00 HR
2. Add for personal protective equipment - Heavy duty <b>Note: Three (3) Techs on site</b>	6.00 EA
3. Water extraction from hard surface floor - Cat 3 water <b>Note: Rough estimate of SF for extracting</b>	500.00 SF
4. R&R Tarp - poly - w/sandbags - per sq ft (lab & mat)	500.00 SF
5. Contaminated water dump fee - (Bid Item) <b>Note: Removal of the contaminated water</b>	3.00 EA
6. Clean with pressure/chemical spray - Very heavy	500.00 SF
7. Haul debris - per pickup truck load - including dump fees	1.00 EA

Grand Total

\$5,083.32

\_\_\_\_\_  
 Julio Dominguez

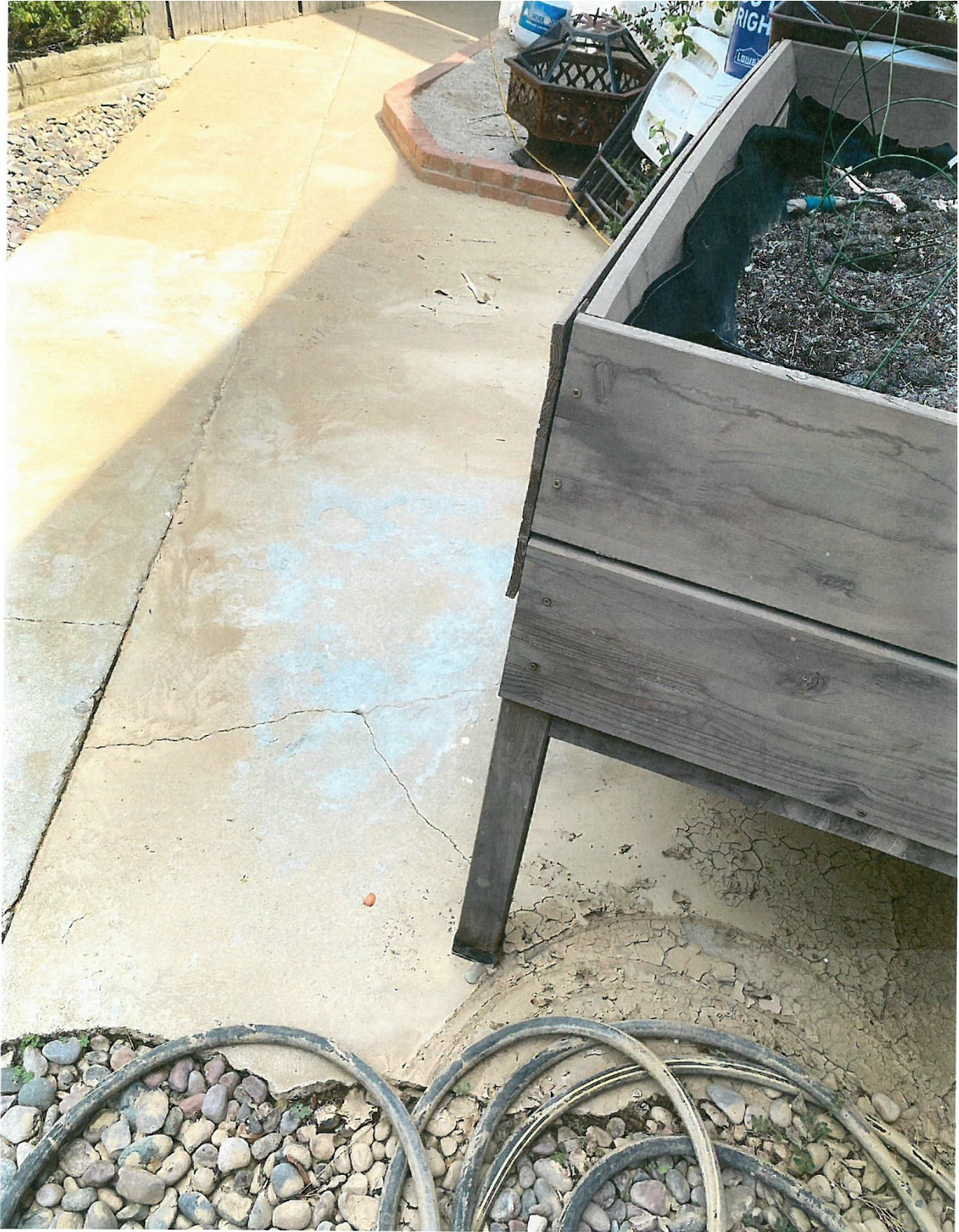
SERVPRO of South Redlands/Yucaipa is pleased to provide our customers the finest professionals mitigation and restoration services. The estimate and the scope of services provided are according to professional guidelines.















# 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

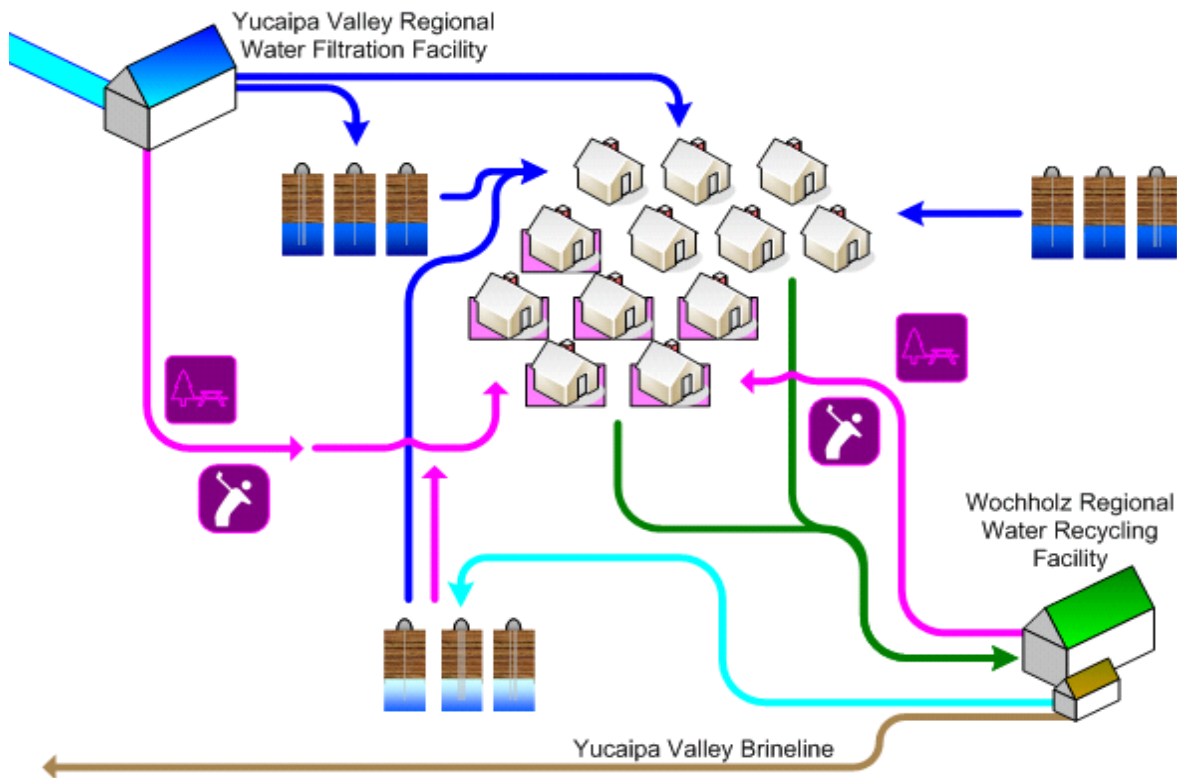
**Water System:** 234 miles of drinking water pipelines  
2,103 fire hydrants  
27 reservoirs - 34 million gallons of storage capacity  
18 pressure zones  
3.376 billion gallon annual drinking water demand  
Two water filtration facilities:  
- 1 mgd at Oak Glen Surface Water Filtration Facility  
- 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
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- 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 to the distribution mains, usually pipe diameters of greater than 16".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





## COMMONLY USED ABBREVIATIONS

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