



Yucaipa Valley Water District

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

Notice and Agenda of a Meeting of the Board of Directors

Tuesday, August 3, 2021 at 4:00 p.m.

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 be conducting this meeting by teleconference only. Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. III.

**This meeting is available by calling (888) 475-4499
Meeting ID: 676-950-731#**

**Participate in the meeting online at
<https://zoom.us/j/676950731>
Passcode: 765589**

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

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

- I. CALL TO ORDER**
- II. ROLL CALL**

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

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 – July 20, 2021

V. STAFF REPORT

VI. DISCUSSION ITEMS

A. Status Report on the Replacement of Drinking Water Reservoirs R-17.1.1 and R-17.1.2 - Yucaipa [[Director Memorandum No. 21-133 - Page 25 of 102](#)]

RECOMMENDED ACTION: Staff Presentation – No Action Required.

B. Consideration of a Development Agreement for Sewer Service to Tract No. 18174 located on the East side of 17th Street, North of Avenue E, Yucaipa (Assessor Parcel Numbers 0301-061-03, 0301-072-13, and 0301-072-17) [[Director Memorandum No. 21-134 - Page 31 of 102](#)]

RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2021-11.

C. Consideration of a Development Agreement for Drinking Water, Sewer, and Recycled Water Service to Parcel Map No. 36564 Located on Cherry Valley Boulevard, Riverside County (Assessor's Parcel Numbers 407-220-018, 407-220-019, and 413-270-022) [[Director Memorandum No. 21-135 - Page 47 of 102](#)]

RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2021-12.

D. Overview of the Water Wise Landscape Contest [[Director Memorandum No. 21-136 - Page 66 of 102](#)]

RECOMMENDED ACTION: Staff Presentation – No Action Required.

E. Award of Construction Contract for the Secondary Treatment Improvements Project (STIP) at the Wochholz Regional Water Recycling Facility [[Director Memorandum No. 21-137 - Page 68 of 102](#)]

RECOMMENDED ACTION: That the Board (1) award a construction contract to Metro Builders & Engineers Group for a sum not to exceed \$759,686; and (2) adopt Resolution No. 2021-44 transferring funds within the Sewer Division as Transfer No. 1.

F. Consideration of Resolution No. 2021-43 Updating the Authorized Signatories for Bank of America Accounts [[Director Memorandum No. 21-138 - Page 76 of 102](#)]

RECOMMENDED ACTION: That the Board approve Resolution No. 2021-43.

G. Consideration of Resolution No. 2021-45 Redesignating the Time and Place for Holding Regular Meetings of the Board of Directors [[Director Memorandum No. 21-139 - Page 78 of 102](#)]

RECOMMENDED ACTION: That the Board adopt Resolution No. 2021-45.

VII. BOARD REPORTS & DIRECTOR COMMENTS

VIII. ANNOUNCEMENTS

A. August 17, 2021 at 6:00 p.m. - Board Meeting at District Office

B. September 7, 2021 at 4:00 p.m. - Board Meeting - **Teleconference**

C. September 21, 2021 at 4:00 p.m. - Board Meeting - **Teleconference**

- D. October 5, 2021 at 6:00 p.m. - Board Meeting at District Office
- E. October 19, 2021 at 6:00 p.m. - Board Meeting at District Office
- F. November 2, 2021 at 6:00 p.m. - Board Meeting at District Office
- G. November 16, 2021 at 6:00 p.m. - Board Meeting at District Office
- H. December 7, 2021 at 6:00 p.m. - Board Meeting at District Office
- I. December 21, 2021 at 6:00 p.m. - Board Meeting at District Office

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.



GAVIN NEWSOM
Governor of California

ATTEST:

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

Consent Calendar

MINUTES OF A BOARD MEETING - TELECONFERENCE

July 20, 2021 at 4:00 pm

Directors Present:

Chris Mann, President
Lonni Granlund, Vice President
Jay Bogh, Director
Joyce McIntire, Director
Nyles O’Harra, Director

Staff Present:

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

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Doug Brown, Stradling Yocca Carlson & Rauth
Logan Largent, Ortega Strategies Group
Larry Smith, San Geronio Pass Water Agency

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

CALL TO ORDER

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Chris Mann at 6:00 p.m.

ROLL CALL

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

PUBLIC COMMENTS

None

CONSENT CALENDAR

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

- A. Minutes of Meetings
 - 1. Board Meeting – July 13, 2021
- B. Payment of Bills
 - 1. Approve/Ratify Invoices for Board Awarded Contracts
 - 2. Ratify General Expenses for June 2021

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Lonni Granlund - Yes
- Director Chris Mann - Yes
- Director Joyce McIntire - Yes
- Director Nyles O’Harra - Yes

STAFF REPORT

General Manager Joseph provided information about the following items:

- The use of SmartCover technology to monitor the sewer collection system helped to eliminate a likely sewer overflow near the Yucaipa Regional Park.
- The Upper Santa Ana River Watershed Infrastructure Financing Authority will be conducting their inaugural meeting on Wednesday, July 21, 2021, at 8:30am.
- Yucaipa Sustainable Groundwater Management Agency will be conducting a special workshop on Wednesday, July 21, 2021, at 10:30am.

DISCUSSION ITEMS:

DM 21-125

CONSIDERATION OF RESOLUTION NO. 2021-40 AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT EXERCISE OF POWERS AGREEMENT TO CREATE THE UPPER SANTA ANA WATERSHED INFRASTRUCTURE FINANCING AUTHORITY AND AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

General Manager Joseph Zoba provided an overview of Resolution No. 2021-40 related to the creation of the Upper Santa Ana Watershed Infrastructure Financing Authority.

Director Joyce McIntire moved to appoint Lonni Granlund as the primary representative and Nyles O’Harra as the alternate representative on the Upper Santa Ana Watershed Infrastructure Financing Authority and adopt Resolution No. 2021-40.

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

- Director Jay Bogh - Yes

Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

DM 21-126

CONSIDERATION OF
RESOLUTION NO. 2021-42
DECLARING THE INTENT TO
REIMBURSE PROJECT
EXPENDITURES WITH BOND
PROCEEDS AND RELATED
ACTIONS FOR THE REGIONAL
ENERGY WATER AND
RESOURCE DEVELOPMENT
(REWARD) PROJECT

General Manager Joseph Zoba provided an overview of the various projects included as part of the Regional Energy Water and Resource Development Project.

Director Lonni Granlund moved that the Board adopt Resolution No. 2021-42.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

DM 21-127

CONSIDERATION OF
RESOLUTION NO. 2021-41
DECLARING A STAGE 2
WATER SUPPLY CONDITION
FOR YUCAIPA VALLEY WATER
DISTRICT’S SERVICE AREA

Water Resource Manager Jennifer Ares provided an overview of the current drought conditions impacting most of California.

Director Nyles O’Harra moved that the Board adopt Resolution No. 2021-41.

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

DM 21-128

APPOINTMENT OF A PRIMARY
AND ALTERNATE
REPRESENTATIVE TO THE
CITY OF YUCAIPA ECONOMIC
DEVELOPMENT ADVISORY
COMMITTEE

Director Lonni Granlund moved that the Board appoint Nyles O’Harra as the primary representative and Lonni Granlund as the alternate representative to the City of Yucaipa Economic Development Advisory Committee.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes

Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

DM 21-129

APPOINTMENT OF AN
ALTERNATE
REPRESENTATIVE TO THE
SAN BERNARDINO VALLEY
MUNICIPAL WATER
DISTRICT’S ADVISORY
COMMISSION ON WATER
POLICY

Director Lonni Granlund moved that the Board appoint Nyles O’Harra as the primary representative and Lonni Granlund as the alternate representative to the San Bernardino Valley Municipal Water District Advisory Commission on Water Policy.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

DM 21-130

PRESENTATION OF THE
UNAUDITED FINANCIAL
REPORT FOR THE PERIOD
ENDING ON JUNE 30, 2021

Chief Financial Officer Allison Edmisten provided an overview of the Unaudited Financial Report for June 30, 2021.

Director Jay Bogh moved that the Board receive and file the unaudited financial report.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

DM 21-131

FILING OF A NOTICE OF
COMPLETION AND RELEASE
OF RETENTION FOR THE
DEMOLITION OF STRUCTURES
LOCATED AT 12806 2ND
STREET, 12816 2ND STREET,
12834 2ND STREET, AND A
STORAGE STRUCTURE ON 2ND
STREET, YUCAIPA

Implementation Manager Matthew Porras provided an overview of the recently demolished homes and storage structures on Second Street, Yucaipa.

Director Jay Bogh moved that the Board authorize the General Manager to file the Notice of Completion at release the retention for the Project.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes

Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

DM 21-132

CANCELLATION OF THE
BOARD MEETING ON JULY 27,
2021

Due to a lack of agenda items, General Manager Joseph Zoba recommended that the board meeting scheduled for July 27, 2021 be cancelled.

Director Lonni Granlund moved that the Board approve the cancellation of the next board meeting.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes
Director Lonni Granlund - Yes
Director Chris Mann - Yes
Director Joyce McIntire - Yes
Director Nyles O’Harra – Yes

BOARD REPORTS AND
DIRECTOR COMMENTS

Director Joyce McIntire reported on the Yucaipa Sustainable Groundwater Management Agency meeting held on July 14, 2021.

Director Lonni Granlund and Director Nyles O’Harra reported on the Association of San Bernardino County Special Districts meeting held on July 19, 2021.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 4:55 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

Staff Report

Discussion Items



Date: August 3, 2021

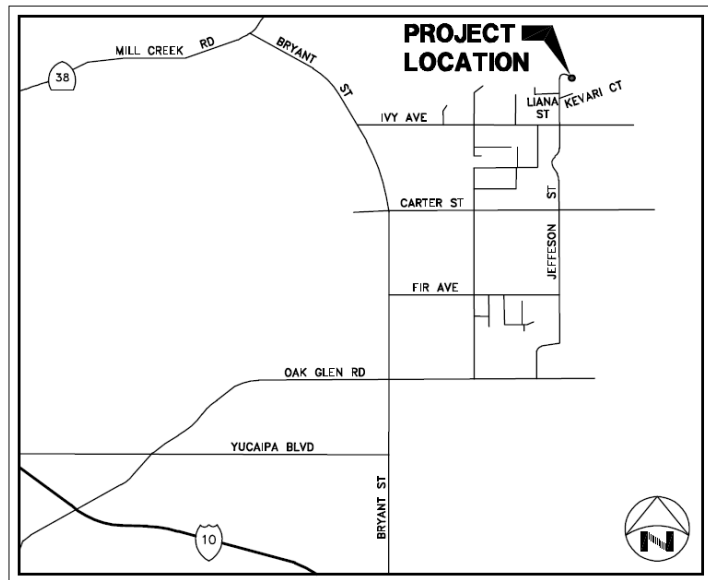
Task: 90857

Prepared By: Matthew Porras, Implementation Manager

Subject: Status Report on the Replacement of Drinking Water Reservoirs R-17.1.1 and R-17.1.2 - Yucaipa

Recommendation: Staff Presentation – No Action Required.

At a Board meeting on September 22, 2020, [Director Memorandum 20-137], the condition of the R17.1 Drinking Water Storage facility was discussed after the damaged asset was identified. The two bolted steel tanks provide service to the northerly area of Pressure Zone 17. The westerly bolted steel tank is identified as R-17.1.1 and the easterly bolted steel tank as R-17.1.2. Currently, the R-17.1.2 tank is drained and out of service due to the severe damage to the structure, causing a significant leak.



The replacement of both drinking water tanks will include the phased demolition and construction of each tank individually to keep the site operational during construction. The existing plastic (PVC) site piping will remain in place while the new ductile iron pipe (DIP) is constructed in a new alignment. The new alignment of the site piping includes 750 linear feet of 12” DIP located within the site access road. The new volume of storage will be 640,000 gallons compared to the 210,000 gallons currently available. The tank structurers will meet current design criteria for seismic events and require little to no maintenance for the next 40-50 years besides the annual cleaning and interior inspection. Other improvements include site security with new site fencing, repair of the erosion in the adjacent slope, improved access with pavement replacement.

The Board authorized staff to solicit bids for this project during a regular Board meeting on October 20, 2020 [Director Memorandum 20-155]. On May 25, 2021, the Board awarded a construction contract to Spiess Construction Co. [Director Memorandum 21-090] for the project.

Status Update: The contractor mobilized the second week of July to the project site and prepared the site for the upcoming work. In the week of July 19, 2021, the contractor carefully dismantled the R-17.1.2 drinking water tank while the R-17.1.1 drinking water tank continues to provide service. Once the dismantled tank was hauled away, the foundation was prepared for the future tank. The over-excavation requirement was established by the geotechnical survey previously

performed and is specific to the soil composition and proposed tank construction methods. The over-excavation was completed in the week of July 26, 2021.

Financial Consideration: The project will be paid for by the Water Fund, Infrastructure Reserves [G/L Account #02-000-10311].

Related Project Requirements: The single supply to the R17.1 site is a small booster located on the corner of Fremont St. and Ivy Ave. This booster site needs to be rebuilt and relocated. The new booster B16.1 site will include a second, back-up pump and is estimated to cost approximately \$600,000. This project will be discussed at a future Board Meeting.





Reservoir R-17.1.2 currently isolated from the drinking water system

Reservoir R-17.1.1 remains in service









Date: August 3, 2021

Task: 88822

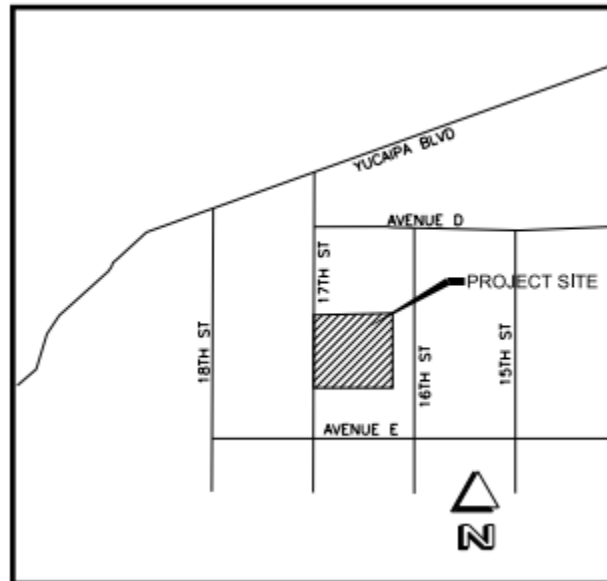
Prepared By: Chelsie Fogus, Administrative Assistant I

Subject: Consideration of a Development Agreement for Sewer Service to Tract No. 18174 located on the East side of 17th Street, North of Avenue E, Yucaipa (Assessor Parcel Numbers 0301-061-03, 0301-072-13, and 0301-072-17)

Recommendation: That the Board authorize the Board President to execute Development Agreement No. 2021-11.

District staff is in the process of finalizing a development agreement for sewer service to Tract No. 18174. This is a 70-unit development located on 17th Street, north of Avenue E, in the City of Yucaipa.

The Development Agreement is attached for your review and consideration.



AGREEMENT TO PROVIDE SEWER SERVICE TO TRACT 18174, APNs:0301-061-03, 0301-072-13 & 17 THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO

This Agreement is made and effective this 3rd day of July 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and RB Ruxton, LLC ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Elements	Tract 18174
Project	65
Service Order	13742
Task(s)	88822

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

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2 Email: jzoba@yvwd.us	RB Ruxton, LLC 2922 Daimler Street Santa Ana, California 92705 Attention: Scott Lissoy Telephone: (949) 224-1970 Email: scott@farwestindustries.com

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

Property Reference	City / County
Assessor Parcel Numbers: 0301-061-03, 0301-072-13 & 17	City of Yucaipa / San Bernardino County

RECITALS

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

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

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

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

AGREEMENT

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

- A. Project Overview. Tract 18174 (the "Project") Development consists of a gross land area of 9.4 acres with 70 lots on the East side of 17th Street, North of Avenue E, Yucaipa (the "Property"). The District has been involved in the review process for this project and has identified on-site and off-site sewer mainline is required to service this project.



- B. Project Specific Conditions. In addition to the General Construction Conditions attached hereto as Exhibit B, the following conditions, being contained herein, are hereby required by the District for the Developer to receive service for the Project.
1. Project Specific Drinking Water Conditions: The Project is within the service area of Western Heights Water Company, thus will not receive drinking water service from the District. The existing drinking water facilities within/nearby Ridgecrest Drive and Sierra Linda Street may need to be relocated to accommodate the proposed off-site sewer mainline.
 2. Project Specific Recycled Water Conditions: The Project is within the service area of Western Heights Water Company, thus will not receive recycled water service from the District.
 3. Project Specific Sewer Conditions: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design at its sole cost and expense, on-site and off-site connections as sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
 - a. The Yucaipa Valley Water District will not provide sewer service to Project until all sewer infrastructure is completed and accepted by the District.
 - b. Developer shall pay all applicable rates, fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.

4. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.
5. Project Specific Conditions. The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
 - a. The Developer shall install an 8-inch VCP sewer mainline in 17th Street from Avenue E to the northernmost property line of APN: 0301-061-03 and in the newly created streets to adequately serve all parcels.
 - b. The District will not provide sewer service to the Project until the necessary infrastructure is completed and accepted by the District to provide service to the project.
 - c. Project phases and development of each parcel will be communicated in writing with the District staff prior to construction.
 - d. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems prior to the start of construction and prior to receiving occupancy for any portion of the Project.
 - e. Facilities located in easements shall be protected pursuant to District requirements.
6. Rates, Fees and Charges. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.
7. Project Related Invoices. The Developer acknowledges and agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance of \$3,000 in the Project Cash Account. Excess funds deposited for this Project shall not be refunded until the proposed Project is fully complete and approved by the District.
8. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.

9. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project.
10. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
11. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
12. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
13. Construction and Interpretation. This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
14. Entire Agreement. This Agreement and the most recent Preliminary Project Service Evaluation constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, except as expressly provided in this Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
15. Authority. Each signatory of this Agreement represents and warrants that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
16. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or

- b. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event, the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

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

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Chris Mann, Board President

DEVELOPER

Dated: 7/14/21 By: Scott Lissay
Scott Lissay, Managing Member

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

Exhibit A - Proposed Development Concept

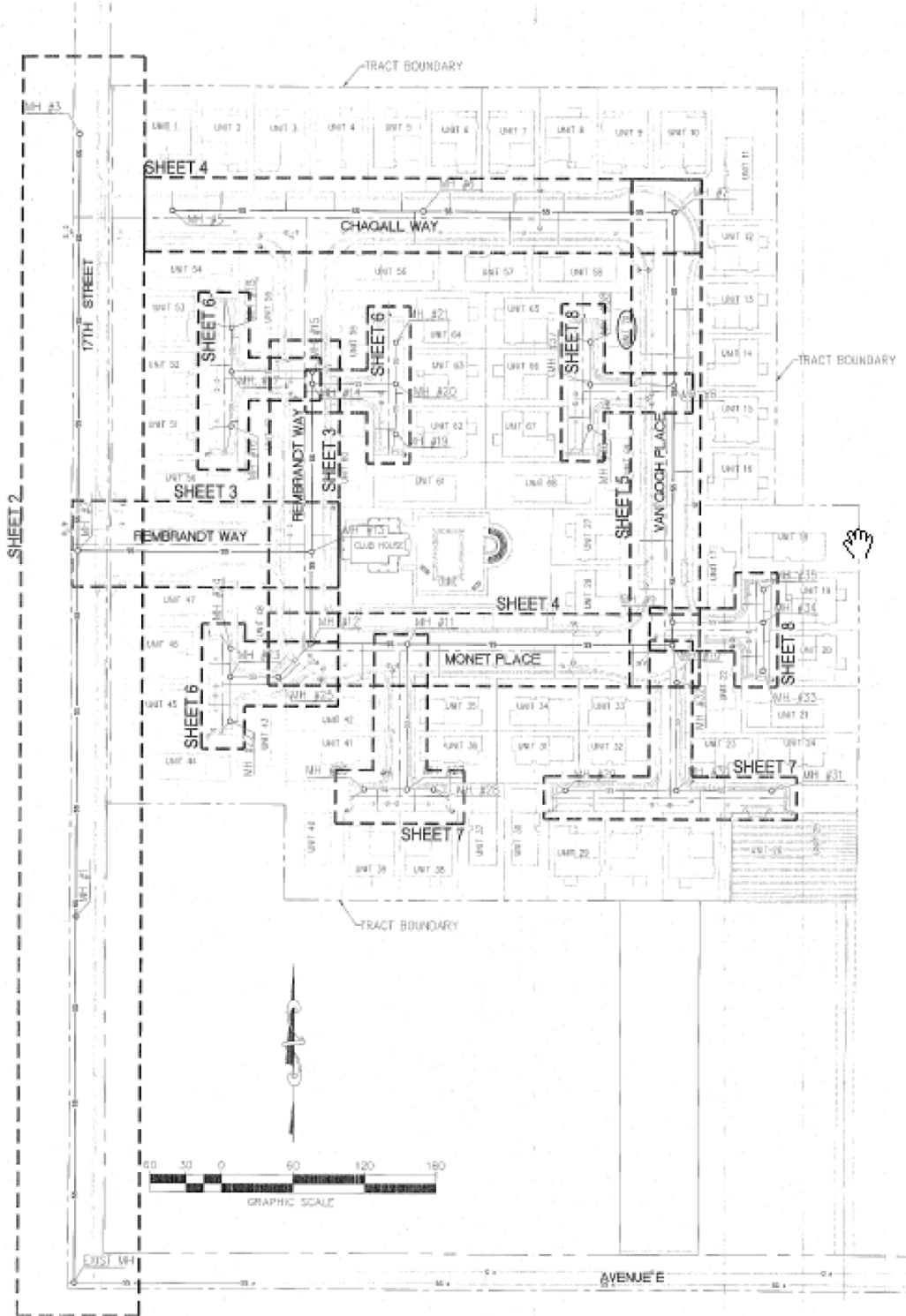


Exhibit B General Construction Conditions

DESIGN AND CONSTRUCTION

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

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

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

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

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

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

- L. Risk of Loss. Until such time as acceptance thereof by the District, and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities. In the event Developer believes the loss and/or damages arose from or are related to acts performed by the District, this provision does not preclude Developer's insurance carrier from seeking indemnity and/or reimbursement from the District.

- M. Conditions Precedent to the Provision of Water and Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any sewer service to the Developer's Property or any part thereof, including model homes, until Facility Acceptance by the District and Developer conveys to the District the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and appurtenant Facilities, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its Rules, Regulations and Policies and shall be comparable in quality of service to that provided all similarly situated customers.

FEES AND CREDITS

- N. Developer Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs, and expenses related to this Project.

- O. Developer Cash Account Deposit. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred.
 - 1. The Developer shall provide the initial deposit to the District, and maintain the minimum balance in the Cash Account for the Project as provided below:
 - a. An initial deposit of \$2,500 and a minimum balance of \$1,000 for a Project that involves the construction of 1 to 2 proposed structures;
 - b. An initial deposit of \$5,000 and a minimum balance of \$2,000 for a Project that involves the construction of 3 to 5 proposed structures;
 - c. An initial deposit of \$10,000 and a minimum balance of \$3,000 for a Project that involves the construction of 6 to 20 proposed structures;
 - d. An initial deposit of \$25,000 and a minimum balance of \$5,000 for all other Projects.
 - 2. Twenty-five percent (25%) of the initial deposit shall be received by the District within twenty (20) business days following the District's approval of this Agreement

and the remaining seventy five percent (75%) shall be received with the first submittal of grading or water/sewer design drawings.

3. The District shall provide a monthly accounting of how funds were disbursed and the amount of funds remaining.
 4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
 5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
 6. Unexpended funds in the Project Cash Account will only be released upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 90 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the District, the Developer shall pay, when due, the then-current amount of the applicable fee or charge.
- Q. District Financial Participation; Credits. The District may agree to participate in certain Facilities for this Project. Any participation or financial contribution to construct the sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

PERMITS AND DOCUMENTATION

- R. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information.
1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.
- S. Documents Furnished by the Developer. The Developer shall furnish to the District documentation as required by the District specified below, within the time periods specified. Each and every document submittal shall consist of a fully executed original or certified copy (in recordable form, if applicable) and two copies.

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

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

INSURANCE AND INDEMNIFICATION

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

Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the performance by Developer of this Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District. Notwithstanding the foregoing, the Developer shall have no obligation to defend, indemnify or hold harmless the District, its employees, agents or officials from any liability arising, in whole or in part, from the District's intentional and/or negligent acts.

U. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the

requirements set forth herein, the Developer agrees to amend, supplement, or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

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

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

MISCELLANEOUS PROVISIONS

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

- AA. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- BB. Preparation of This Agreement. This Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it.
- CC. Alternative Dispute Resolution. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION



Date: August 3, 2021

Task: 89456

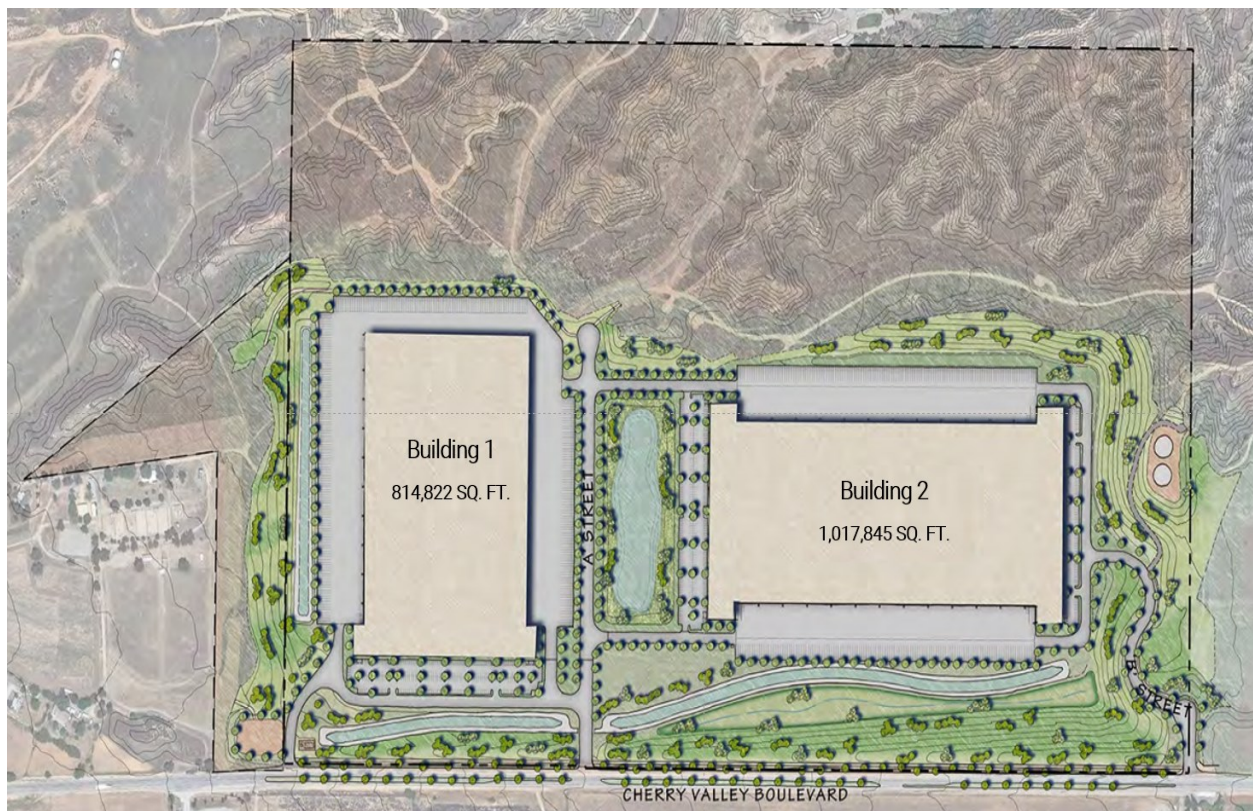
Prepared By: Joseph Zoba, General Manager

Subject: Consideration of a Development Agreement for Drinking Water, Sewer, and Recycled Water Service to Parcel Map No. 36564 Located on Cherry Valley Boulevard, Riverside County (Assessor's Parcel Numbers 407-220-018, 407-220-019, and 413-270-022)

Recommendation: That the Board authorize the Board President to execute Development Agreement No. 2021-12.

District staff is in the process of finalizing a development agreement for sewer service to Parcel Map No. 36564 which is an industrial development located on Cherry Valley Boulevard. The proposed project will receive drinking water, sewer, and recycled water service from the Yucaipa Valley Water District.

The draft Development Agreement is currently being reviewed and any material final comments will be discussed at the board meeting.



AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER, AND SEWER SERVICE TO SAN GORGONIO CROSSING PARCEL NUMBER 36564 IN THE COUNTY OF RIVERSIDE

This Agreement is made and effective this 3rd day of August 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and I-10 Logistics Owner, LLC ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Elements Project	Service Order	Task
93	14329	89456

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

District	Developer
Yucaipa Valley Water District 12770 Second Street Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Email: jzoba@yvwd.us Telephone: (909) 797-5119 x2	I-10 Logistics Owner, LLC 2 Park Plaza, Suite 700 Irvine, California 92614 Attention: Brian Rupp, Executive Vice President Email: brupp@shopoff.com Telephone: (949) 231-5069

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

Assessor Parcel Numbers	City / County
407-220-018, 407-220-019 and 413-270-022	Riverside County



RECITALS

WHEREAS, the Developer desires to develop its Property situated within the sphere of influence consisting of a development over an area of approximately 245 acres; and

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

WHEREAS, the Project area includes the site planning for two recycled water storage reservoirs intended to be conveyed and deeded to the District and are to be located on the easterly portion of the Project; and

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

WHEREAS, the District applied to the Local Agency Formation Commission for San Bernardino County ("LAFCO") to annex the Property to the District's service territory, which is currently pending before LAFCO; and

WHEREAS, in the interim, the District and Developer desire to enter into this Agreement for the District to provide drinking water, recycled water, and sewer services to the Property, which is in the District's sphere of influence, and the District will submit this Agreement to LAFCO pursuant to Government Code, section 56133; and

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

AGREEMENT

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

- A. Project Overview.** The proposed development consists of two high-cube warehouse buildings: Building 1 would cover 814,822 square feet and Building 2 would cover 1,017,845 square feet, for a total of approximately 1,832,667 square feet of floor area. The two warehouses would include 2,151 square feet of office space.

In accordance with county landscaping standards, the project would utilize recycled water for the proposed landscaping along the project frontage, interior parkways, within Cherry Valley Boulevard, and a 5.94 acre riparian habitat area.

The Project will result in four separate parcels: one for each of the industrial buildings including open space areas to be dedicated to a conservancy; one parcel deeded to an adjoining property owner; and one recycled water reservoir parcel (and associated ingress/egress and pipeline/utility easements) provided in fee title to Yucaipa Valley Water District.

The Project will receive drinking water service, recycled water service, and sewer service from the District upon payment of the District's monthly rates, fees, and charges for such services.

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

1. Project Specific Drinking Water Conditions: The Project will receive drinking water service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site drinking water infrastructure ("Facilities") as required by the District, and pursuant to the District's approved plans and requirements as follows.

a. Approximately 6,340 linear feet of 24-inch ductile iron water conveyance pipeline shall be constructed from existing District drinking water facilities in Calimesa Boulevard southeast to Cherry Valley Boulevard and east on Cherry Valley Boulevard to "A" Street. Approximately 1,500 linear feet of 12-inch ductile iron drinking water conveyance pipeline shall be constructed connecting to the 24-inch ductile iron pipeline then north on "A" Street to an agreed termination point.

b. Reservoir R-12.4 SCIP Financing. In 2014 the Yucaipa Valley Water District assembled several property owners in the area to construct the Drinking Water Reservoir R-12.4. This 6.0 million gallon reservoir is necessary to provide drinking water and fire protection to the Project.

Based on the cost to construct Reservoir R-12.4, the financial participation for capacity in that Reservoir reserved for this Project is \$536,000 based on anticipated water service and an allocation of the 960,000 gallon fire flow requirement. The Developer shall be required to provide payment for the reserved storage capacity prior to the issuance of a Certificate of Occupancy by the County of Riverside.

2. Project Specific Recycled Water Conditions: The Project will receive recycled water service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site recycled water infrastructure ("Facilities"), as required by the District, and pursuant to the District's approved plans and requirements, as follows:

a. Approximately 9,170 linear feet of 24-inch ductile iron water conveyance pipeline shall be constructed from existing District recycled water facilities in Calimesa Boulevard southeast to Cherry Valley Boulevard and east on Cherry Valley Boulevard to "B" Street. Approximately 225 linear feet of 24-inch ductile iron drinking water conveyance pipeline shall be constructed connecting to the 24-inch ductile iron pipeline then north on "B" Street to an agreed termination point.

i. Cost Sharing of Recycled Water Pipeline - The Developer and District agree that the total incremental material costs associated

with the oversizing requirement from the Developer's responsibility of a 12" recycled water pipeline to the District's required 24" recycled water pipeline is \$_____. The District will provide a payment in the amount of \$_____ to the Developer prior to the issuance of the first Certificate of Occupancy from the County of Riverside for the incremental material costs associated with the 24" recycled water pipeline.

- b. Prior to the issuance of a Building Certificate of Occupancy by the County of Riverside, or as otherwise approved in writing by the District, the Developer shall provide fee title to an agreed parcel of land sufficient for the District to design and construct two 1.0 million gallon recycled water reservoirs and a recycled water booster station. The deeded property shall also include a District approved, graded pad, graded access roadway, and executed easements (ingress/egress, construction, reconstruction, pipeline, electrical power, communication conduits, etc.). The timing and construction of the recycled water reservoirs and booster station by the District will be coordinated to not impact the construction of the Project. The Developer will receive a fee credit or payment of \$40,000 for the fee title conveyance of the graded reservoir property and related easements to the District prior to the Certificate of Occupancy issued by the County of Riverside.
 - c. Recycled water service for this project will be applied to common areas around the Project site in a manner consistent with the Yucaipa Valley Water District Rules and Regulations and Title 22 California Code of Regulations following annexation to the District's service territory.
 - d. The Developer shall assist as required by the District for the preparation and submittal of an Engineering Report for the Project.
3. Project Specific Sewer Conditions: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities"), as required by the District, and pursuant to District approved plans and requirements as follows:
- a. Approximately 5,345 linear feet of 8-inch extra strength vitrified clay pipe (VCP) will be constructed from existing District sewer facilities in Calimesa Boulevard southeast to Cherry Valley Boulevard and east on Cherry Valley Boulevard to the eastern Project parcel boundary. Onsite sewer mainlines will enter the Project on the western portion of the Project to provide sewer service to both industrial buildings.
 - b. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed, pressure tested, and accepted by the District.
 - c. Developer shall pay all applicable fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.

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- d. The Developer is responsible for the construction and permanent maintenance of all on-site sewer Facilities that are not owned and operated by the District.
 - e. The District has identified sewer mainline deficiencies downstream of the Project within the City of Calimesa. To secure the appropriate funding for the upgrade of these sewer mainline facilities, the Developer shall pay to the District a fee of \$1,500 per Equivalent Dwelling Unit for the construction of upgraded sewer mainline facilities. This fee shall be paid prior to the certificate of occupancy issued by the County of Riverside.
4. Project Specific Stormwater Conditions. The City of Calimesa and/or the County of Riverside will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications, and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.
5. General Conditions. The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District's approved plans and construction drawings to serve the Project.
- a. The District will not provide drinking water, recycled water, or sewer service to the Project until the required Facilities are completed and accepted by the District to provide service to the Project or any portion thereof.
 - b. Project phases (if applicable) will be coordinated and approved in writing by the District.
 - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems prior to receiving occupancy.
 - d. Facilities located in easements shall be protected pursuant to District requirements.
6. Rates, Fees and Charges.
- a. The most current rates, fees and charges for the services described above shall be payable pursuant to the District's Resolution/Ordinance in effect at the time building permits are issued or renewed for the Project. Developer understands and agrees that such rates, fees, and charges may be increased by the District from time-to-time and shall be payable when such increases become effective.
 - b. As a commercial/industrial development, this Project is exempt from paying sustainability fees based on the rates, fees, and charges for seven

acre-feet (7 acre-feet) of supplemental water per Water Service Unit prior to the issuance of building permits.

- c. On June 2, 2020, the Board of Directors adopted Resolution No. 2020-30, *"A Resolution of the Yucaipa Valley Water District setting Forth and Updating the Calculation for Facility Capacity Charges Related to the Purchase of Permanent Supplemental Water Resources for New Development within Riverside County"*. This Resolution will be amended from time to time to update the cost of permanent water supplies for developments in Riverside County which fee is due payable at the time a building permit is issued or renewed for the Project.
 - i. This Project does not include overlying water rights; therefore the Developer is required to pay the Supplemental Water Facility Capacity Charge as calculated by the most recent fee Resolution.
7. Project Related Invoices. Pursuant to Exhibit B - Design and Construction Requirements, Section O, the Developer shall deposit funds in the amount of \$25,000 ("Project Cash Account") with the District within the (10) business days following the District's approval of this Agreement. The Developer acknowledges that the District is hereby authorized, from time-to-time, to reimburse itself from those funds on deposit for Project costs incurred by the District, and that the District's development staff/consultant related services, permit issuance, and occupancy release will cease unless there is a minimum balance of \$2,500 in the Project Cash Account for the Project. The District shall provide monthly accounting of the deposits and withdrawals as well as written backup documentation substantiating the withdrawals upon request by Developer.
8. Ownership, Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities), including the land on which the Facilities are located, shall be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
9. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project. Such documentation shall be subject to the District's approval.
10. Annexation. Annexation to the Yucaipa Valley Water District is required for the District to provide recycled water in addition to drinking water and sewer services, the application for which is currently pending before LAFCO. However, the District will provide drinking water and sewer services upon LAFCO's approval of this Agreement under Government Code, section 56133, prior to formal annexation.
11. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on

comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.

- 12. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
- 13. Assignment. This Agreement shall not be assigned, whether in whole or in part by either Party.
- 14. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate as follows:
 - a. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
 - b. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep, or observe any of the terms, conditions or covenants set forth in this Agreement.
 - c. Such abandonment or default by the Developer shall relieve the District of its obligations and liabilities under this Agreement.

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

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Jay Bogh, Board President

DEVELOPER

Dated: _____ By: _____

Print Name: _____

Yucaipa Valley Water District
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Print Title: _____

Attachments	Status
Exhibit A - Proposed Development Concept	Included
Exhibit B - General Construction Conditions	Included
Exhibit C - Transfer of Overlying Water Rights	Not Included

DRAFT

Exhibit A - Proposed Development Concept



Exhibit B - General Construction Conditions

DESIGN AND CONSTRUCTION

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

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

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

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

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

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

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

FEES AND CREDITS

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

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

PERMITS AND DOCUMENTATION

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

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

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

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

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

INSURANCE AND INDEMNIFICATION

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

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

by the District. Notwithstanding the foregoing, the Developer shall have no obligation to defend, indemnify or hold harmless the District, its employees, agents, or officials from any liability arising, in whole or in part, from the District's intentional and/or negligent acts.

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

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

waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

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

MISCELLANEOUS PROVISIONS

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

agreement or understanding pertaining to any such matter shall be effective for any purpose.

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

END OF SECTION



Date: August 3, 2021 **Task:** 97522

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

Subject: Overview of the Water Wise Landscape Contest

Recommendation: Staff Presentation – No Action Required.

On April 6, 2021, [Director Memorandum 21-067], the Board authorized staff to advertise the Yucaipa Valley Water District (YVWD) Water Wise Landscape Contest to District customers. There were three contest categories that residents were able to enter:

- **Drought-Tolerant:** This contest was open to customers with drought tolerant landscaping. Winners to be selected based on their use of beautiful water-efficient plants, mulch, and drip irrigation.
- **Dual-Plumbed:** This contest was open to all customers living in a dual-plumbed home. To be eligible, contestants need to have attended the mandatory Recycled Water Site Supervisor Training. Winners to be selected based on their compliance with recycled water guidelines and the overall aesthetics of their front or backyards.
- **Recycled Water Fill Station Hauler:** This contest was open to customers who have attended the Fill Station Training and have hauled recycled water within the last 12 months. Winners to be selected based on aesthetics or productivity of their yards or gardens.

A total of eight residents entered into the contest. One was disqualified for not being a YVWD water customer. Of the remaining entries, six entered into the Drought-Tolerant category and one entered into the Recycled Water Fill Station Hauler category. Board members Chris Mann, Lonni Granlund, and Joyce McIntire voted on the first, second, and third place winners for the Drought-Tolerant category. The one entry in the Recycled Water Fill Station Hauler Category was given first place in that category. The remaining three entries in the contest were given honorable mentions.

All contestants were notified of the outcome of the contest and an article will be published in the News-Mirror which includes gardening tips from the contestants to spread awareness about the program and recognize the contestants for their efforts. Photographs of the landscapes will be posted on the website that other residents can use as references when planning a water wise landscape.





Date: August 3, 2021 **Task:** 87041

Prepared By: Charles Thomas, Operations Manager

Subject: Award of Construction Contract for the Secondary Treatment Improvements Project (STIP) at the Wochholz Regional Water Recycling Facility

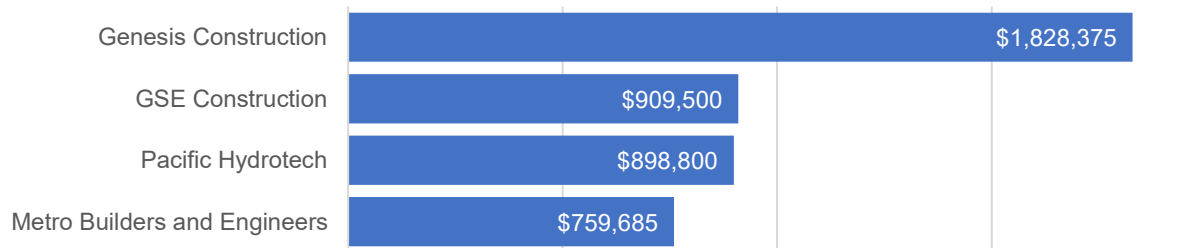
Recommendation: That the Board (1) award a construction contract to Metro Builders & Engineers Group for a sum not to exceed \$759,686; and (2) adopt Resolution No. 2021-44 transferring funds within the Sewer Division as Transfer No. 01.

The Secondary Treatment Improvements Project (STIP) at the Wochholz Regional Water Recycling Facility will involve the following project elements:

- Removal of the IFAS media from the aeration tanks;
- Replacement of the aeration tank coarse bubble diffusers with OTT fine bubble diffusers;
- Replacement of the aeration air control valves and actuators; and
- Replacement of the existing multistage centrifugal blowers with turbo blowers.

On May 11, 2021, the Board approved the purchase of APG-Neuros turbo blowers for a sum not to exceed \$700,745; and OTT fine bubble diffusers for a sum not to exceed \$67,775. At the same meeting, the Board authorized the District staff to solicit proposals for the removal of existing blower equipment and installation of the new equipment at the Wochholz Regional Water Recycling Facility (WRWRF), [Director Memorandum 21-085].

The District received four proposals for demolishing/removing the existing equipment and installing the new equipment. Following a review of the bids received, the District staff recommends awarding a construction contract to Metro Builders & Engineers Group for a sum not to exceed \$759,686.



Financial Impact

The project will be paid for by the Sewer Fund, Infrastructure Reserves [G/L Account #03-000-10311].

RESOLUTION NO. 2021-44

**RESOLUTION OF THE YUCAIPA VALLEY SEWER DISTRICT
TRANSFERRING FUNDS WITHIN THE SEWER FUND AS
TRANSFER NO. 01 FOR FISCAL YEAR 2022**

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

WHEREAS, the Board of Directors has approved the construction contract with Metro Builders & Engineers Group for the Secondary Treatment Improvements Project (STIP) at the Wochholz Regional Water Recycling Facility [Director Memorandum No. 21-137].

WHEREAS, the equipment purchase associated with the Secondary Treatment Improvements Project (STIP) were approved in a separate resolution [Resolution 2021-24].

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

Section 1: Fund Transfer No. 1 in the amount of \$759,686 from the Sewer Fund Infrastructure Reserves (03-000-10311) to fund the construction contract associated with the Secondary Treatment Improvements Project (STIP).

PASSED, APPROVED and ADOPTED this 3rd day of August 2021.

YUCAIPA VALLEY WATER DISTRICT

Chris Mann, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



Separation Processes, Inc.
3152 Lionshead Ave.
Carlsbad, CA 92010
Tel: 760-400-3660
Fax: 760-400-3661
www.spi-engineering.com

July 27, 2021

Charles Thomas
CPO & Operations Manager
Yucaipa Valley Water District
cthomas@yvwd.us

RE: Project No. P87-041 Secondary Treatment Improvements Project Bids

Dear Mr. Thomas,

Bids for the Wochholz Regional Water Recycling Facility (WRWRF) Secondary Treatment Improvements Project were received by the District on July 14, 2021. Four bids were received. SPI was provided the following pdf files:

- 01 Metro Builders & Engineers Group, Ltd.pdf
- 02 Pacific Hydrotech Corporation.pdf
- 03 GSE Construction Company, Inc.pdf
- 04 Genesis Construction.pdf

These files included the following documents which comprised each of the bids:

1. Contractor's Proposal Bid (Section 00300-C, in its entirety)
2. Information Required of Bidder (Section 00300-D, in its entirety)
3. Bid Bond (Section 00300-E)

This letter provides a preliminary review of the bids received.

Bid Evaluation

Responsiveness

The bids were first reviewed to confirm that the information requested in Section 00100-B, Instructions to Bidders, was included in the submitted bid.

Table 1 presents a summary of this review. The table indicates a "☑" for "Information Included" and an "☒" for "All Information not Included".

Table 1 – Submittal Information Confirmation

Item	Description of Item	Metro Builders & Engineers Group, Ltd	Pacific Hydrotech Corporation	GSE Construction Company, Inc.	Genesis Construction
1	Bid Proposal (00300-C)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Pages C-1 and C-2 missing
2	General Information (00300-D Part A)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3	List of Subcontractors (00300-D Part B)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	Statement of Experience (00300-D Part C)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	Subbidder's Statement of Experience (00300-D Part D)	<input checked="" type="checkbox"/> b	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> a	<input checked="" type="checkbox"/> a
6	Equipment/Material Source Information (00300-D Part F)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
7	Statement On Bonds and Insurance (00300-D Part G)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
8	Certification Of Bidding Documents (00300-D Part H)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
9	Noncollusion Declaration (00300-D Part I)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10	Iran Contracting Act Certification (00300-D Part J)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11	Public Works Contractor Registration Certification (00300-D Part K)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
12	Acknowledgment of Addenda (00300-D Part L)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Description of Item	Metro Builders & Engineers Group, Ltd	Pacific Hydrotech Corporation	GSE Construction Company, Inc.	Genesis Construction
13	Bid Bond (00300-E)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Notes:

- a. Per Addendum No. 3, the bidder has the option to submit subbidder experience information within 3 business days after bid opening.
- b. Metro Builders submitted subbidder experience information within 2 hours after bid opening.

The results of this review can be used as an initial screening to determine bid responsiveness. Metro Builders & Engineers Group, Ltd (Metro Builders), Pacific Hydrotech Corporation (Pacific Hydrotech), and GSE Construction Company, Inc. (GSE) provided all of the requested and may be deemed responsive. Genesis Construction (Genesis) did not include some of the requested items with their bid and may be deemed non-responsive.

Bid Content Review

The submitted documents summarized in Table 1 consist mostly of general bidder information and certification forms. However, Item 3, Statement of Experience, is an important consideration for the District. It would be beneficial for the selected contractor to have experience with demolition, concrete work, electrical work, mechanical work, and installation of electrical-powered mechanical equipment for a municipal client.

All four bidders submitted project experience information for the primary bidder. Metro Builders, Pacific Hydrotech, and GSE demonstrated sufficient experience with similar projects to the Secondary Treatment Improvements Project. Although Genesis indicated performance of projects for municipal clients, the work consisted primarily of demolition, concrete work, and mechanical work with no electrical or electrical-powered mechanical equipment installation work. Therefore, Genesis may be considered non-compliant with the experience requirements for the project.

Bidding Schedule

Section 00300-C, Bid Proposal included the Bidding Schedule which summarized the bidder's pricing for the various work components. Table 2 provides a summary of the Bidding Schedule for each bid.

Table 2 – Bidding Schedule Summary

Item	Description of Item	Value			
		Metro Builders & Engineers Group, Ltd	Pacific Hydrotech Corporation	GSE Construction Company, Inc.	Genesis Construction
1	Mobilization	\$12,500	\$17,000	\$15,000	\$27,000
2	Demobilization	\$15,000	\$10,000	\$5,000	\$5,000
3	Division 0 Bonds and Insurance	\$18,750	\$7,500	\$20,000	\$50,000
4	Division 1 Submittals and General Reqts	\$115,000	\$500	\$100,000	\$75,000
5	Division 3 Concrete and Division 5 Metals	\$103,450	\$14,700	\$30,000	\$600,000
6	Division 11 Equipment	\$4,925	\$360,200	\$240,000	\$150,000
7	Division 15 Mechanical	\$434,611	\$363,300	\$325,000	\$250,000
8	Division 16 Electrical	\$55,450	\$111,100	\$154,500	\$471,375
9	Taxes	\$ - ^a	\$14,500	\$20,000	\$200,000
10	Total Contract Price	\$759,685 ^b	\$898,800	\$909,500	\$1,828,375

Notes:

- a. Metro Builders included all taxes in the respective line items.
- b. Metro Builders indicated a Total Contract Price of \$759,685. Summation of the values for the line items results in a Total Contract Price of \$759,686.

Based on the results presented in Table 2, Metro Builders is the apparent low bidder, with Pacific Hydrotech the apparent second low bidder. GSE's bid is within 1.2% of the apparent second low bidder,

while the bid from Genesis is significantly higher than the other bids.

Review of the various line items that comprise the bid prices indicated some items that the District may want to discuss or confirm with the apparent second low bidder, if necessary:

- Pacific Hydrotech Division 1 Submittals and General Requirements – price for this component is lower than anticipated.
- Pacific Hydrotech Division 11 Equipment – price for this component is higher than anticipated since Division 11 equipment will be District-provided.

Summary

A total of four bids were submitted to the District for the Secondary Treatment Improvements Project P87-041. The bids were reviewed for three major attributes – responsiveness, experience, and price.

Bids submitted by Metro Builders, Pacific Hydrotech, and GSE may be deemed responsive, while the bid submitted by Genesis may be deemed non-responsive due to missing items from their bid.

The three responsive bidders – Pacific Hydrotech, and GSE – all submitted experience information to demonstrate that they have sufficient experience to execute a project similar to the Secondary Treatment Improvements Project.

Review of the Bidding Schedule indicated that Metro Builders is the apparent low bidder, with Pacific Hydrotech the apparent second low bidder. The District may want to clarify some price items with the apparent second low bidder for Divisions 1 and 11, if necessary.

Please review this information with your staff for concurrence as you review the submitted bids. If you have any further comments or revisions to the information in this letter, please let us know.

Sincerely,



Charles J. Cruz, P.E.
Vice President
Separation Processes, Inc.

Yucaipa Valley Water District
Henry N. Wochholz Regional Water Reclamation Facility
Secondary Treatment Improvements
Construction Cost Estimate
April 14, 2021 Rev. 4

District Equipment Pre-Purchase	Qty	Unit	Each	Line Items	Total
Fine Bubble Diffusers (District Pre-Purchase)	1	lot	\$ 56,100	\$ 56,100	
APG-Neuros Dual Core Turbo Blower Package - 3 blowers, appurtenances, Master Control Panel modifications, oxic zone valves/actuators (District Pre-Purchase)	1	lot	\$ 650,343	\$ 650,343	
Subtotal				\$ 706,443	
Taxes	7.75	%		\$ 54,749	
Equipment Pre-Purchase Subtotal				\$ 761,193	\$ 762,000
Contractor Installation	Qty	Unit	Each	Line Items	Total
Aeration Tanks					
Removal of Existing IFAS Media	1	lot	\$ 8,000	\$ 8,000	
Demolition of Existing Coarse Bubble Diffusers	1	lot	\$ 16,000	\$ 16,000	
Demolition of Existing Media Retention Screens and Supports	1	lot	\$ 16,000	\$ 16,000	
Demolition of Existing Aeration Air Control Valves and Actuators	1	lot	\$ 12,000	\$ 12,000	
Mechanical Equipment Installation	1	lot	\$ 32,000	\$ 32,000	
Subtotal				\$ 84,000	\$ 84,000
Aeration Blowers					
Demolition of Existing Aeration Blowers, Piping, and Electrical	1	lot	\$ 20,000	\$ 20,000	
Piping, % of Major Equipment	7.5	%		\$ 48,776	
Mechanical Equipment Installation, % of Major Equipment	15	%		\$ 104,868	
Electrical/I&C, % of Major Equipment	16.6	%		\$ 107,957	
Temporary Blower Rental (2 months, includes accessories and shipping)	1	lot	\$ 69,800	\$ 69,800	
Subtotal				\$ 351,401	\$ 352,000
Contractor Major Project Elements Subtotal					\$ 436,000
Contractor Overhead and Profit	20	%			\$ 88,000
Bonds and Insurance	3	%			\$ 16,000
Contractor Installation Subtotal					\$ 540,000
Project Summary	Qty	Unit	Each	Line Items	Total
Pre-Purchase Equipment Subtotal					\$ 762,000
Contractor Subtotal					\$ 540,000
Project Subtotal					\$ 1,302,000
Contingencies	25	%			\$ 326,000
Engineering	15	%			\$ 196,000
Projected Construction Price					\$ 1,824,000



Date: August 3, 2021 **Task:** N/A

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Consideration of Resolution No. 2021-43 Updating the Authorized Signatories for Bank of America Accounts

Recommendation: That the Board approve Resolution No. 2021-43.

The District currently has several financial accounts with Bank of America. Bank of America is requesting a resolution superseding prior designations and listing all signors on the account.

Resolution 2020-27 was approved by the Board on May 26, 2020, [Director Memorandum 20-079], for the prior Division Directors. The attached resolution lists each current Board Member as well as the General Manager as signors on each of the bank accounts. All checks issued by the District are required to have two signatures in order to be processed and honored by the bank.

Once this Resolution is approved, the signors will also be required to sign the necessary Bank of America forms to update these accounts.

RESOLUTION NO. 2021-43

RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT TO CHANGE THE LIST OF AUTHORIZED SIGNATORIES FOR BANK OF AMERICA ACCOUNTS

WHEREAS, this Resolution supersedes all earlier resolutions passed in this regard, the authorized signatories to the District's bank accounts maintained with Bank of America,

NOW, THEREFORE, the Board of Directors of the Yucaipa Valley Water District hereby RESOLVE, DETERMINE AND ORDER to hereby modify the signors as follows:

- Chris Mann, President
- Jay Bogh, Director
- Lonni Granlund, Director
- Joyce McIntire, Director
- Nyles O'Harra, Director
- Joseph B. Zoba, General Manager

WHEREAS, the aforesaid Bank be and is hereby instructed to honor all checks and drafts drawn, accepted or made on behalf of the District by any two aforesaid authorized signatories jointly and to act on any instructions so give relating to the said Bank Accounts of the District,

WHEREAS, any of the two authorized signatories jointly listed above be authorized to close the Bank Accounts if considered in the interest of the District,

PASSED, APPROVED and ADOPTED this 3rd day of August 2021.

YUCAIPA VALLEY WATER DISTRICT

Chris Mann, President Board of Directors

ATTEST:

Joseph B. Zoba, General Manager



Date: August 3, 2021

Prepared By: Joseph B. Zoba, General Manager

Subject: Consideration of Resolution No. 2021-45 Redesignating the Time and Place for Holding Regular Meetings of the Board of Directors

Recommendation: That the Board adopt Resolution No. 2021-45.

The District staff is preparing to return to in person meetings on August 17, 2021 and for all future meetings after October 1, 2021. The schedule for future board meetings is currently as follows:

- August 17, 2021 at 6:00 p.m. - Board Meeting at District Office
- September 7, 2021 at 4:00 p.m. - Board Meeting - **Teleconference/Online Only**
- September 21, 2021 at 4:00 p.m. - Board Meeting - **Teleconference/Online Only**
- October 5, 2021 at 6:00 p.m. - Board Meeting at District Office
- October 19, 2021 at 6:00 p.m. - Board Meeting at District Office
- November 2, 2021 at 6:00 p.m. - Board Meeting at District Office
- November 16, 2021 at 6:00 p.m. - Board Meeting at District Office
- December 7, 2021 at 6:00 p.m. - Board Meeting at District Office
- December 21, 2021 at 6:00 p.m. - Board Meeting at District Office

RESOLUTION NO. 2021-45

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

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

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

WHEREAS, it is the intent of the Board of Directors by this Resolution to continue board meetings by teleconference on the first and third Tuesday of each month at 4:00 p.m. in order to facilitate the Governor's Executive Order N-08-21 issued on June 11, 2021. A copy of that Executive Order is attached to this Resolution.

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

1. The District's regular Board meetings shall be held telephonically on the first and third Tuesday of each month at 4:00 p.m. until September 30, 2021. Telephonic board meetings may be cancelled and special Board meetings may be scheduled as needed from time-to-time.
2. Until further notice and as long as the State of Emergency remains in effect, the regular meetings and any special meetings of the Board of Directors will be held telephonically pursuant to the Governor's Executive Order N-08-21. Board members may participate telephonically and may not be physically present at such Board meetings. The public shall have the right to listen and offer public comment at such telephonic meetings as instructed in the agenda for each such meeting. While not anticipated, such meetings may also be noticed at the Board meeting room at the District's office located at 12770 Second Street, Yucaipa, California 92399. Such meetings may be noticed for another District location from time-to-time as the District, by and through its Board of Directors, Board President or Vice-President or its General Manager, so determines.
3. Such regular Board of Directors' meetings may be adjourned or rescheduled to another date or time or District location to accommodate a holiday, for lack of a quorum or for the convenience of the members of the Board of Directors.
4. On and after October 1, 2021, the District's regular Board meetings shall be held on the first and third Tuesday of each month at 6:00 p.m. at the District office located at 12770 Second Street, Yucaipa. Board meetings may be cancelled and special Board meetings may be scheduled as needed from time-to-time.

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

PASSED, APPROVED and ADOPTED this 3rd day of August 2021.

YUCAIPA VALLEY WATER DISTRICT

ATTEST:

Chris Mann, President Board of Directors

Joseph B. Zoba, General Manager

**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 terminate on or before the stated 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.

- 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, or other matters occurring on or before August 31, 2021, shall be extended to August 31, 2022.

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 and all Water Districts August 3, 2021 Page 85 of 102

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 expiration date of the license shall be extended to August 31, 2021.

- 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:

- (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 4.

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 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.



GAVIN NEWSOM
Governor of California

ATTEST:

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

Board Reports and Comments



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

Number of Employees: 5 elected board members
72 full time employees

FY 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

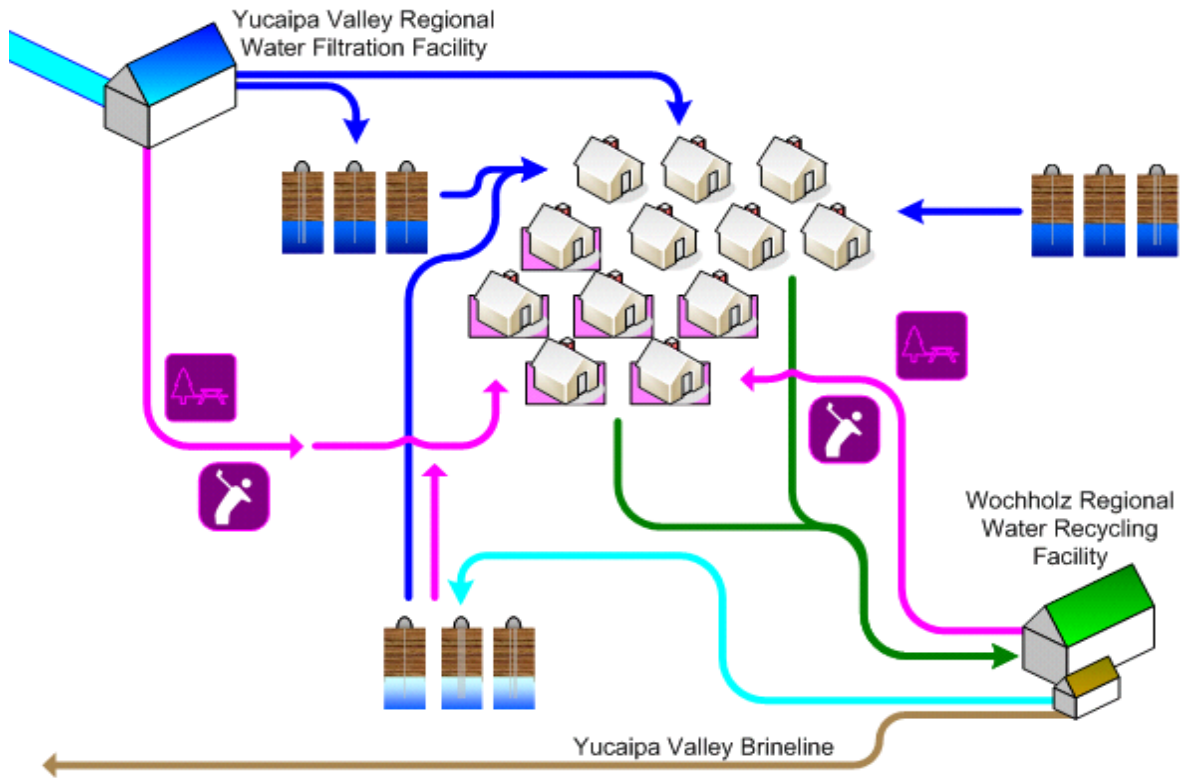
Water System: 234 miles of drinking water pipelines
2,103 fire hydrants
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
3.376 billion gallon annual drinking water demand
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa 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 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