



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, September 7, 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 – August 17, 2021
 2. Board Meeting - August 31, 2021
- V. STAFF REPORT**
- VI. DISCUSSION ITEMS**
- A. Consideration of a Legal Services Agreement Between Yucaipa Valley Water District and Cole Huber LLP for General Counsel Services [[Director Memorandum No. 21-144 - Page 30 of 133](#)]
- RECOMMENDED ACTION: That the Board authorize the Board President to execute the Legal Services Agreement.
- B. PUBLIC HEARING - Consideration of Resolution No. 2021-46 Authorizing Action in Eminent Domain [[Director Memorandum No. 21-145 - Page 43 of 133](#)]
- RECOMMENDED ACTION: That the Board conduct a public hearing and adopt Resolution No. 2021-46 a resolution of necessity allowing the District to exercise its power of eminent domain to acquire the Subject Property.
- District staff further recommends that the Board of Directors authorize and direct the General Manager, or his designee, to perform all acts and take such actions on behalf of the District for the acquisition of the real property described.
- District staff also recommends that the Board of Directors authorize and direct the law firm of Atkinson, Andelson, Loya, Ruud & Romo to prepare, institute, and prosecute to conclusion on behalf of the District a proceeding in eminent domain, or any related proceedings or actions, to acquire the real property described above, in fee simple absolute, and to do any and all other things in connection with such proceedings or actions which in their judgment may be necessary or convenient to the successful conclusion of such proceedings or actions.
- C. Presentation of the Unaudited Financial Report for the Period Ending on August 31, 2021 [[Director Memorandum No. 21-146 - Page 55 of 133](#)]
- RECOMMENDED ACTION: That the Board receive and file the unaudited financial report.
- D. Discussion Regarding the Water Conservation Rebate Program [[Director Memorandum No. 21-147 - Page 80 of 133](#)]
- RECOMMENDED ACTION: That the Board approve the proposed changes to the Rebate Program.
- E. Discussion Regarding the Revision to the Personnel Manual Language Regarding Holiday Time Accrued [[Director Memorandum No. 21-148 - Page 81 of 133](#)]
- RECOMMENDED ACTION: That, by minute order, the Board approve the proposed exception to the Personnel Manual for November and December 2021.
- F. Award of a Construction Contract to E.J. Meyer for the Interstate 10 Dunlap Sewer Crossing Project [[Director Memorandum No. 21-149 - Page 82 of 133](#)]
- RECOMMENDED ACTION: That the Board authorize the General Manager to award a construction contract for the Interstate 10 Dunlap Sewer Crossing Project to E.J. Meyer Company for a sum not to exceed \$959,999.

- G. Consideration of a Development Agreement No. 2021-15 for Water and Sewer Service to Tract No. 17349 located at 10700 Bryant Street, Yucaipa (Assessor Parcel Number 0303-041-27) [[Director Memorandum No. 21-150 - Page 88 of 133](#)]
RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2021-15.
- H. Consideration of a Development Agreement No. 2021-16 for Sewer Service to Tract No. 20263 located on 5th Street, south of Wildwood Canyon Road, Yucaipa (Assessor Parcel Number 0318-201-59) [[Director Memorandum No. 21-151 - Page 104 of 133](#)]
RECOMMENDED ACTION: That the Board authorize the Board President to execute Development Agreement No. 2021-16.
- I. Review of Public Disclosure Report Pursuant to Government Code Section 53065.5 for Fiscal Year Ending June 30, 2021 [[Director Memorandum No. 21-152 - Page 120 of 133](#)]
RECOMMENDED ACTION: That the Board receive and file the Public Disclosure Report for Fiscal Year 2020-21.

VII. BOARD REPORTS & DIRECTOR COMMENTS

VIII. ANNOUNCEMENTS

- A. September 21, 2021 at 4:00 p.m. - Board Meeting - **Teleconference**
- B. October 5, 2021 at 6:00 p.m. - Board Meeting at District Office
- C. October 19, 2021 at 6:00 p.m. - Board Meeting at District Office
- D. November 2, 2021 at 6:00 p.m. - Board Meeting at District Office
- E. November 16, 2021 at 6:00 p.m. - Board Meeting at District Office
- F. December 7, 2021 at 6:00 p.m. - Board Meeting at District Office
- G. 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



Yucaipa Valley Water District

MINUTES OF A BOARD MEETING

August 17, 2021 at 6:00 pm

Directors Present:

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

Staff Present:

Allison Edmisten, Chief Financial Officer
Ashley Gibson, Regulatory Compliance Manager
Matthew Porras, Implementation Manager
Joseph Zoba, General Manager

Directors Absent:

None

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

None

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. This meeting was held at the District office located at 12770 Second Street, Yucaipa, California.

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 Nyles O'Harra seconded the motion.

A. Minutes of Meetings

1. Board Meeting – August 3, 2021

B. Payment of Bills

1. Approve/Ratify Invoices for Board Awarded Contracts
2. Ratify General Expenses for July 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 current drought conditions are continuing to develop for most of the western United States and especially in California. District staff will continue to monitor the conditions.
- The Upper Santa Ana River Watershed Infrastructure Financing Authority will be conducting their next meeting on Wednesday, August 18, 2021, at 8:30 am.

DISCUSSION ITEMS:

DM 21-140

PUBLIC HEARING -
CONSIDERATION OF
RESOLUTION NO. 2021-46
AUTHORIZING ACTION IN
EMINENT DOMAIN

At the request of the District's acquisition attorney, Director Lonni Granlund moved that the Board continue this item to September 7, 2021.

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 21-141

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

Chief Financial Officer Allison Edmisten presented the Unaudited Financial Report for the period ending on July 31, 2021.

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

Director Nyles O'Harra 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 21-142

CONSIDERATION OF
DEVELOPMENT AGREEMENT
NO. 2021-14 TO PROVIDE
DRINKING WATER AND
SEWER SERVICE TO
ASSESSOR PARCEL NUMBER
0318-164-21 - YUCAIPA

Implementation Manager Matthew Porras presented information about Development Agreement No. 2021-14 for sewer service to property on 6th Street, Yucaipa.

Director Joyce McIntire moved that the Board authorize the Board President to execute Development Agreement No. 2021-14.

Director Nyles O’Harra 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 21-143

CONSIDERATION OF A CLAIM
FOR REPAIR COSTS RELATED
TO WATER LINE LEAK ON
FREMONT STREET – STAN
ANDRIESE

Chief Financial Officer Allison Edmisten presented information about a claim for damages on Fremont Street.

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

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

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

BOARD REPORTS AND
DIRECTOR COMMENTS

Director Lonni Granlund and Director Nyles O’Harra reported on the San Bernardino Valley Municipal Water District Basin Technical Advisory Committee meeting held on August 16, 2021.

Director Lonni Granlund and Director Nyles O’Harra reported on the San Bernardino County Association of San Bernardino County Special Districts meeting held on August 16, 2021.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

MINUTES OF A SPECIAL BOARD MEETING - TELECONFERENCE

August 31, 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:

Allison Edmisten, Chief Financial Officer
Joseph Zoba, General Manager

Directors Absent:

Consulting Staff Present:

David Wysocki, Legal Counsel

Registered Guests and Others Present:

Steven Graham, Cole Huber

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

ROLL CALL

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

PUBLIC COMMENTS

None

STAFF REPORT

General Manager Joseph provided information about the following items:

- The District staff distributed Water 4.0, the Past, Present, and Future of the World's Most Vital Resource to the Board of Directors. Additional copies will be distributed to all staff members.
- On August 31, 2021, the District was notified that we received a \$75,000 grant from the Bureau of Reclamation for the installation of groundwater monitoring wells in the Yucaipa basin.

CLOSED SESSION:

CLOSED SESSION--PUBLIC
EMPLOYMENT
TITLE: GENERAL LEGAL
COUNSEL
GOVERNMENT CODE,
SECTION 54957(B)(1) AND (4)

The Board of Directors met briefly in closed session and adjourned to open session to conduct an interview of Steven Graham and Elizabeth Martyn from Cole Huber to provide general legal services to Yucaipa Valley Water District.

Director Lonni Granlund moved that the Board direct the General Manager to negotiate a service contract with Cole Huber and present the final version of the contract for consideration at the next board meeting.

Director Nyles O'Harra 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

The Board of Directors stated their appreciation for the services provided by David Wysocki as legal counsel since 1997.

Director Joyce McIntire reported on the San Gorgonio Pass Water Agency on August 23, 2021.

Director Joyce McIntire reported on the Yucaipa Sustainable Groundwater Management Agency meeting held on August 25, 2021.

Director Joyce McIntire reported on the Riverside County Water Task Force meeting held on August 27, 2021.

Director Nyles O'Harra reported on his attendance at the Yucaipa City Council meeting.

ANNOUNCEMENTS

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

ADJOURNMENT

The meeting was adjourned at 5:00 p.m.

Respectfully submitted,

Joseph B. Zoba, Secretary

(Seal)

Staff Report

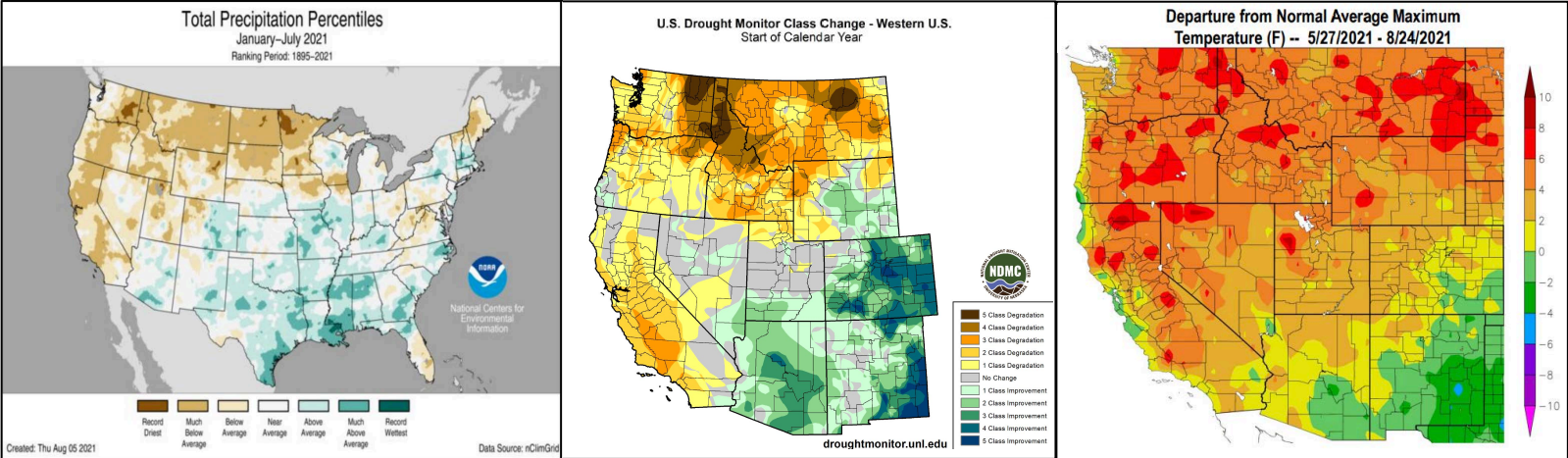


Yucaipa Valley Water District

Fall Outlook: Fire Weather and Water Resource Concerns to Continue as Drought Conditions Persist with Warmer/Drier Conditions Expected in the Western U.S.

Setting the Stage: 2020 Drought Conditions Worsened in 2021 from Heat and Limited Rain

2021 started off dry due to limited precipitation late summer through fall of 2020, and these dry conditions have persisted through 2021 so far across much of the western U.S. due to very little rain (and limited snow during the winter season). Exceptions are noted across Arizona, New Mexico, Colorado, and portions of Wyoming, Utah, and Nevada where drought conditions have improved primarily due to the monsoonal moisture this summer. The summers heat quickly kicked in by early to mid June with several additional stretches of excessive heat noted across portions of the region through July and August. The combination of these conditions has resulted in very dry soils, leading to continued or worsening drought conditions across California, the Pacific Northwest, and the Northern Rockies.



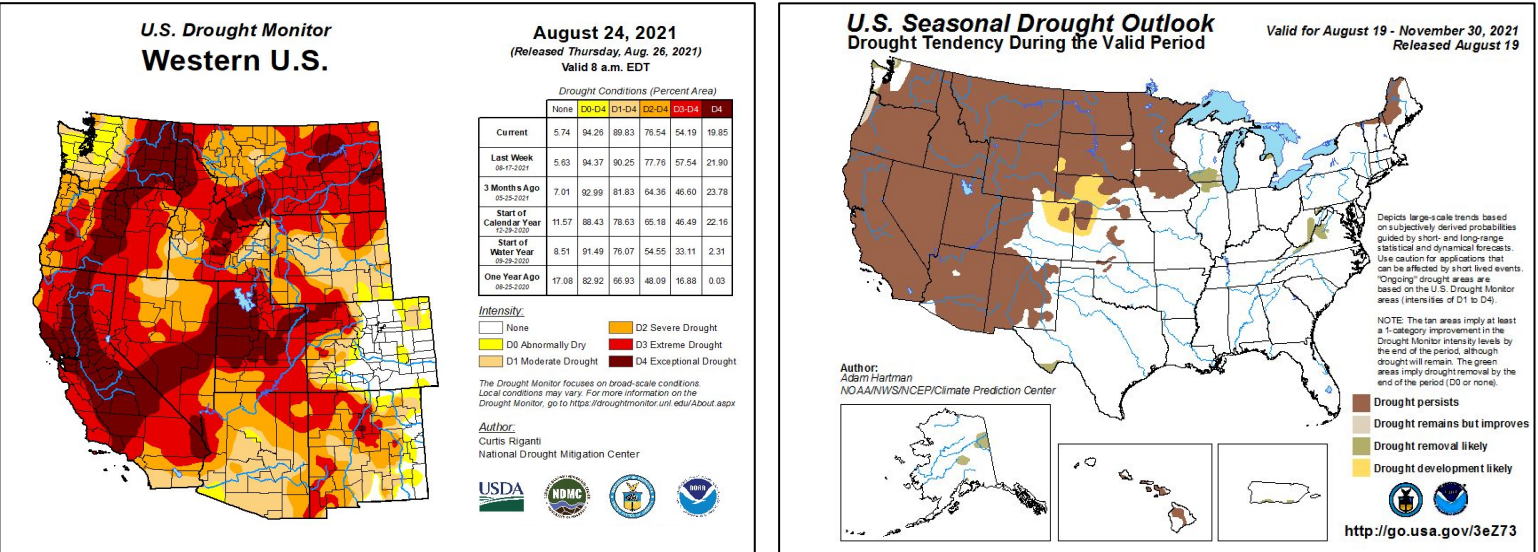
ABOVE LEFT: Total precipitation percentiles across the U.S. from January - July, 2021 (Source: [NCEI](#))

ABOVE MIDDLE: U.S. Drought Monitor class change from December 29, 2020 to August 24, 2021 (Source: [U.S. Drought Monitor](#))

ABOVE RIGHT: Departure from normal for average maximum temperatures from May 27 to August 24, 2021 (Source: [HPRCC](#))

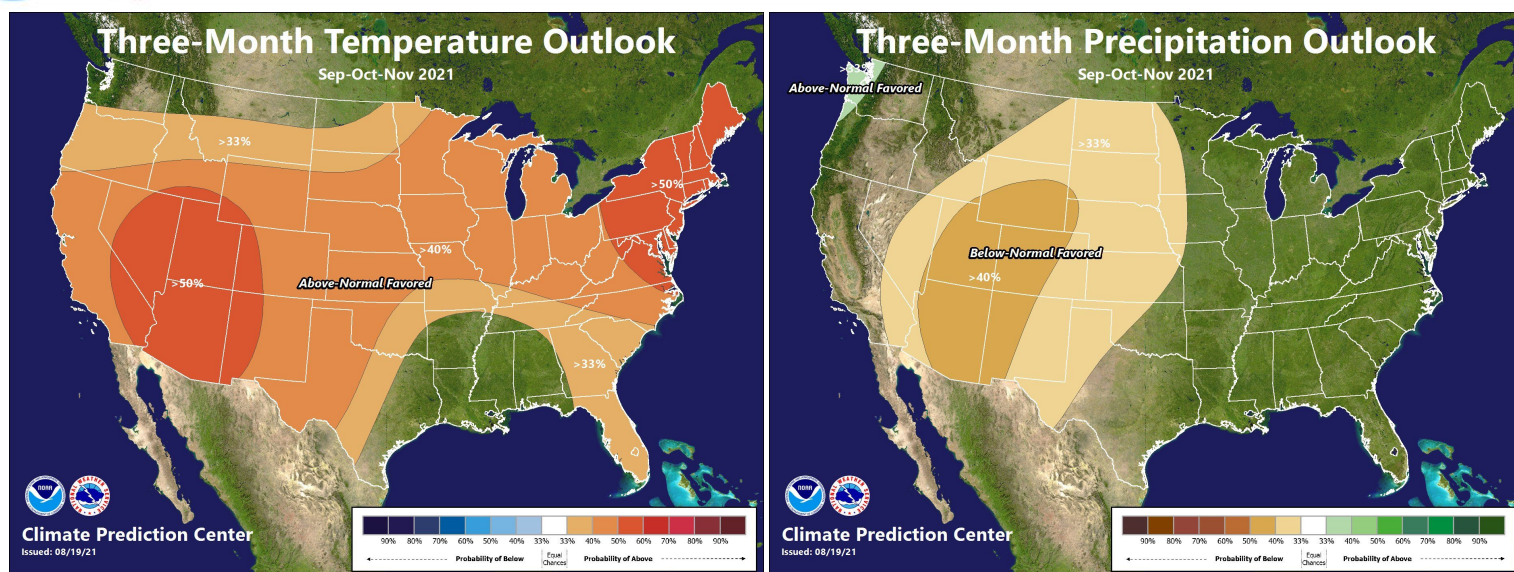
Assessing Drought Conditions

conditions since the end of the 2012 drought. The late August Drought Monitor update notes that 94% of the western U.S. is experiencing some degree of drought conditions, with 54% of the region experiencing extreme or exceptional drought conditions. The long-range forecasts for much of the western U.S. are favoring warmer conditions and equal to below-normal chances for drier conditions continuing through the fall (with the exception of the far Pacific Northwest where above-normal chances for precipitation are favored). These forecasts, combined with the excessive heat and drier conditions experienced across portions of the western U.S. through the summer, lead to increasing concerns for persistent or worsening drought conditions through the fall.



ABOVE: U.S. Drought Monitor for the western U.S., as of August 24, 2021 (Source: [U.S. Drought Monitor](#))

ABOVE: U.S. Seasonal Drought Outlook through November 30, 2021 (Source: [CPC](#))



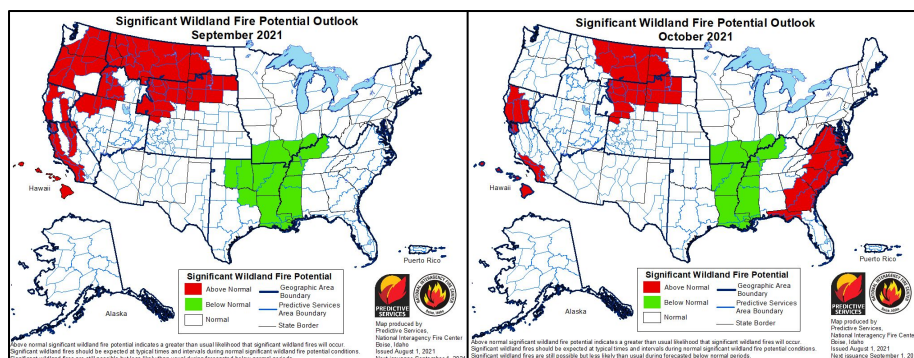
ABOVE: Temperature and Precipitation Outlooks for the 3-month period of September through November 2021 (Source: [CPC](#))

Potential Impacts

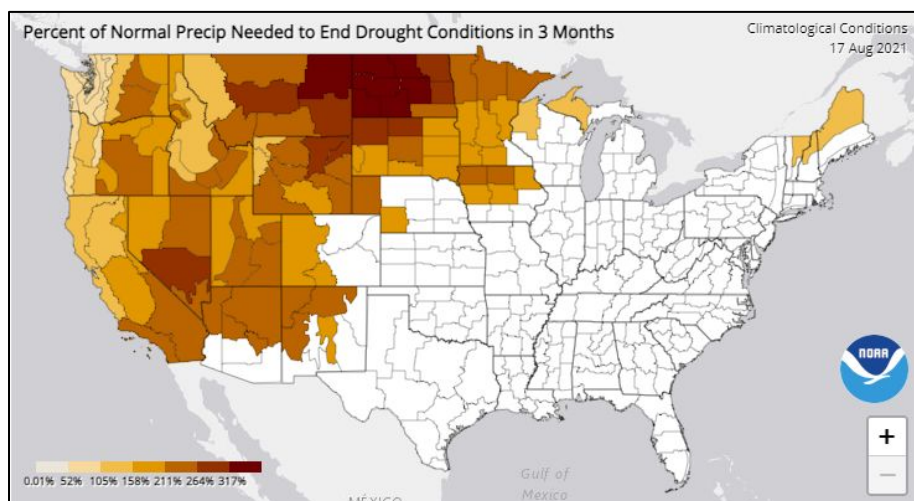
Many streamflow gauges across the region are showing that the rivers and creeks are running below normal to much below normal for this time of year. The combination of long-term dryness and steady summer heat has led to increasing concerns for significant water supply issues continuing through the fall. Given these conditions, it will require persistent above-normal rain and snow events over multiple seasons to start to see improvement in drought impacts. As a result, drought conditions will likely persist into next year.

Persistent or worsening drought conditions

- Larger and more frequent wildfires
- Decreased air quality
- Lack of water resources for crops and livestock
- Stress on water resources for communities
- Reduced or adapted outdoor recreation and tourism



ABOVE: September 2021 and October 2021 Outlooks for Significant Wildland Fire (Source: [NIFC](#))



ABOVE: Percent of normal precipitation needed to end drought conditions in 3 months (Source: [NCEI](#))

For more information visit:

Local Forecast – [weather.gov](#)

Long-Range Outlooks –

[cpc.ncep.noaa.gov](#)

River Forecasts –

[water.weather.gov/ahps/forecasts.php](#)

Weather & Climate Data – [ncei.noaa.gov](#)

Fire Outlook – [nifc.gov/nicc](#)

Drought Information – [drought.gov](#)

Agricultural Outlook – [usda.gov/oce/ag-outlook-forum](#)

Streamflow Data –

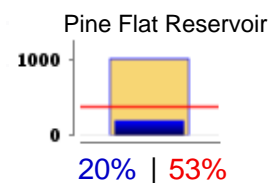
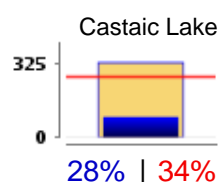
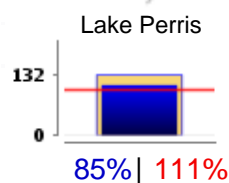
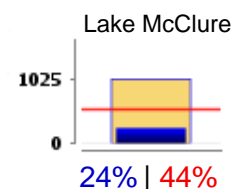
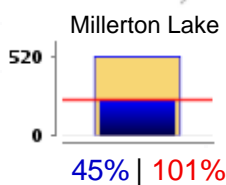
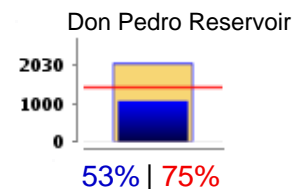
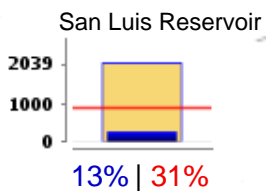
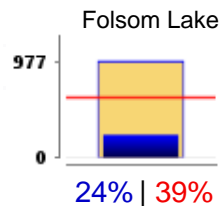
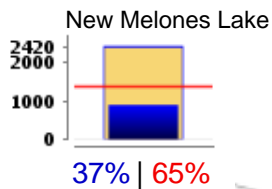
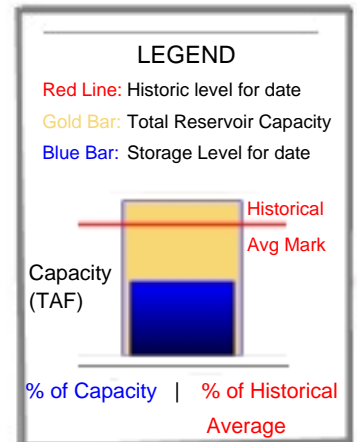
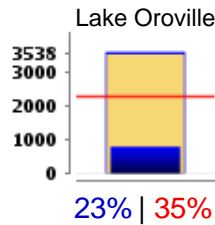
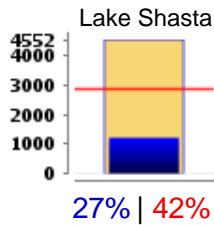
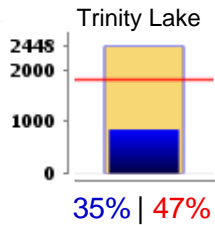
[https://waterwatch.usgs.gov/index.php?id=ww](#)



CURRENT RESERVOIR CONDITIONS

SELECTED WATER SUPPLY RESERVOIRS

Midnight: September 2, 2021



Discussion Items



Yucaipa Valley Water District



Date: September 7, 2021 **Task:** - -

Prepared By: Joseph Zoba, General Manager

Subject: Consideration of a Legal Services Agreement Between Yucaipa Valley Water District and Cole Huber LLP for General Counsel Services

Recommendation: That the Board authorize the Board President to execute the Legal Services Agreement.

At a special board meeting on August 31, 2021, the Board of Directors conducted an interview with Steven Graham and Elizabeth Martyn with Cole Huber, LLP to provide general counsel services to the Yucaipa Valley Water District. At the conclusion of the interview, the Board of Directors directed the General Manager to provide a draft agreement for your review and consideration at this board meeting.

The attached Legal Services Agreement has been reviewed by District staff and representatives from Cole Huber pursuant to the direction provided by the Board of Directors.

**LEGAL SERVICES AGREEMENT BETWEEN
YUCAIPA VALLEY WATER DISTRICT AND COLE HUBER LLP
FOR GENERAL COUNSEL SERVICES**

THIS AGREEMENT for legal services is entered into by and between the Yucaipa Valley Water District (hereinafter referred to as "District") and Cole Huber LLP (hereinafter referred to as "Law Firm"), as of September 1, 2021 (the "Effective Date").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Law Firm shall provide to District the services described in the Scope of Work attached hereto and incorporated herein as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall continue unless the term of the Agreement is otherwise terminated as provided for in Section 7.

1.2 Standard of Performance. Law Firm shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Law Firm is engaged in the geographical area in which Law Firm practices its profession. Law Firm shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Law Firm's profession.

1.3 Assignment of Personnel. Law Firm shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons for any reason other than a characteristic protected under state employment laws and the California Rules of Professional Conduct, Law Firm shall, immediately upon receiving notice from District of such desire, reassign such person or persons.

1.4 Time. Law Firm shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Law Firm's obligations hereunder.

SECTION 2. COMPENSATION. District agrees to pay Law Firm in accordance with the Compensation Schedule provided in Exhibit B for services to be performed and reimbursable costs incurred under this Agreement. The rates and charges outlined in the Compensation Schedule shall be valid through at least September 1, 2023. On September 1, 2023, and each anniversary thereafter, the rates provided for in Exhibit B shall increase in the manner described therein. District shall pay Law Firm for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from District to Law Firm for services rendered pursuant to this Agreement. Law Firm shall submit all invoices to District in the manner specified herein. Except as specifically authorized by the District, Law Firm shall not bill District for duplicate services performed by more than one person.

Law Firm and District acknowledge and agree that compensation paid by District to Law Firm under this Agreement is based upon Law Firm's invoices only, and District has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Law Firm shall submit invoices not more often than once a calendar month during the term of this Agreement (unless requested otherwise by District), based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- The beginning and ending dates of the billing period;
- A Task Summary containing the amount of any prior billings, the total due for the period being billed for, and any outstanding sums remaining unpaid; and
- The applicable time entries showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense.

2.2 Monthly Payment. District shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. District shall have thirty (30) days from receipt of an invoice to pay Law Firm.

2.3 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B, and expenses not listed in Exhibit B are not chargeable to District.

2.4 Reserved.

2.5 Payment upon Termination. In the event that District or Law Firm terminates this Agreement pursuant to Section 7 of this Agreement, the District shall compensate the Law Firm for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Law Firm shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.6 Authorization to Perform Services. Law Firm is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization (written or verbal) from District.

SECTION 3. RESERVED.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Law Firm, at its own cost and expense, shall procure and maintain professional malpractice insurance in the amount of not less than \$2 million per occurrence throughout the term of this Agreement. Law Firm shall provide proof satisfactory to District of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the District, and that such insurance is in effect prior to commencing work under this Agreement. Law Firm shall maintain the insurance policy required by this section throughout the term of this Agreement.

Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

4.1 Variation. District may approve a variation in the insurance requirements upon a determination that the coverage, scope, limit, and form of such insurance is either not commercially available, or that the District's interests are otherwise fully protected.

4.2 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Law Firm shall provide written notice to District at Law Firm's earliest possible opportunity, and in no case later than five (5) days after Law Firm is notified of the change in coverage.

4.3 Remedies. In addition to any other remedies District may have if Law Firm fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Law Firm's breach:

4.3.1. Order Law Firm to stop work under this Agreement or withhold any payment that becomes due to Law Firm hereunder, or both stop work and withhold any payment, until Law Firm demonstrates compliance with the requirements hereof; and/or

4.3.2 Terminate this Agreement.

SECTION 5. STATUS OF LAW FIRM.

5.1 Independent Contractor. At all times during the term of this Agreement, Law Firm shall be an independent contractor and shall not be an employee of the District. District shall have the right to control Law Firm only insofar as the results of Law Firm's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, District shall otherwise not have the right to control the means by which Law Firm accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Law Firm and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District, and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.

5.2 Law Firm Not Agent. Except as District may specify in writing or as provided by law, Law Firm shall have no authority, express or implied, to act on behalf of the District in any capacity whatsoever as an agent. Law Firm shall have no authority, express or implied, pursuant to this Agreement to bind the District to any obligation whatsoever.

SECTION 6. LEGAL REQUIREMENTS.

6.1 Governing Law. The laws of the State of California shall govern this Agreement.

6.2 Compliance with Applicable Laws. Law Firm and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

6.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Law Firm and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.

6.4 Licenses and Permits. Law Firm represents and warrants to the District that Law Firm and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Law Firm represents and warrants to District that Law Firm and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Law Firm and any subcontractors shall obtain and maintain during the term of this Agreement any required business licenses from District.

6.5 Nondiscrimination and Equal Opportunity. Law Firm shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Law Firm under this Agreement. Law Firm shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

SECTION 7. TERMINATION AND MODIFICATION.

7.1 Termination. District may cancel this Agreement at any time and without cause upon written notification to Law Firm. Such written notification must provide an effective date of cancellation.

Law Firm may cancel this Agreement upon sixty (60) days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Law Firm shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Law Firm delivering to District copies of any or all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder. Originals of attorney work product shall remain the property of Law Firm.

7.2 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

7.3 Assignment. District and Law Firm recognize and agree that this Agreement contemplates personal performance by Law Firm and is based upon a determination of Law Firm's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Law Firm. Law Firm may not assign this Agreement or any interest therein without the prior written approval of the Board of Directors.

7.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Law Firm shall survive the termination of this Agreement.

7.5 Options Upon Breach by Law Firm. If Law Firm materially breaches any of the terms of this Agreement, District's remedies shall include but not be limited to the following:

7.5.1 Immediate termination of the Agreement;

7.5.2 Retention of the plans, reports, documents, and any other work product prepared by Law Firm pursuant to this Agreement; and/or

7.5.3 Retention of a different law firm to complete any work described in Exhibit A remaining unfinished by Law Firm.

SECTION 8. KEEPING AND STATUS OF RECORDS.

8.1 Records Created as Part of Law Firm's Performance. Law Firm hereby agrees to deliver copies of all reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Law Firm prepares or obtains pursuant to this Agreement to the District upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and Law Firm agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

8.2 Law Firm's Books and Records. Law Firm shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Law Firm pursuant to this Agreement.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees (including reasonable costs

and disbursements) in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

9.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the Superior Court for the County of San Bernardino.

9.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

9.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

9.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

9.6 Conflict of Interest. Law Firm may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Law Firm in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Law Firm's profession, unless such conflict may be waived by District and District chooses to waive such conflict in writing.

Law Firm shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code section 1090 *et seq.*

Law Firm hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Law Firm were an employee, agent, appointee, or official of the District in the previous 12 months, Law Firm warrants that it did not participate in any manner in the forming of this Agreement. Law Firm understands that, if this Agreement is made in violation of Government Code section 1090 *et seq.*, the entire Agreement is void and Law Firm will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Law Firm will be required to reimburse the District for any sums paid to the Law Firm. Law Firm understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

9.8 Solicitation. Law Firm agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

9.9 Notices.

Any written notice to Law Firm shall be sent to:

Cole Huber LLP
Attn: Steven Graham
3401 Centrelake Dr., Suite 670
Ontario, CA 91761

Any written notice to District shall be sent to:

Yucaipa Valley Water District
Attn: Joseph Zoba, General Manager
12770 2nd Street
Yucaipa, CA 92399

9.10 Integration. This Agreement, including attachments, represents the entire and integrated agreement between District and Law Firm and supersedes all prior negotiations, representations, or agreements, either written or oral.

9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

9.12 Authorized Signature. Each person and party signing this Agreement warrants that he/she has the authority to execute this Agreement on behalf of the principal and that the party will be bound by such signature.

[Signature Page Follows]

**LEGAL SERVICES AGREEMENT BETWEEN
YUCAIPA VALLEY WATER DISTRICT AND COLE HUBER LLP
FOR GENERAL COUNSEL SERVICES**

The parties have executed this Agreement as of the Effective Date.

DISTRICT**LAW FIRM**

YUCAIPA VALLEY WATER DISTRICT

COLE HUBER LLP

By: _____
Chris Mann, President
Board of Directors

By _____
Derek Cole, Managing Partner

ATTEST:
CLERK OF THE BOARD

Joseph B. Zoba
General Manager

By _____
Steven P. Graham, Partner

EXHIBIT A – SCOPE OF WORK

The following services shall be provided under this Agreement:

DISTRICT ATTORNEY SERVICES

Law Firm shall provide all general counsel services customarily provided to public agencies such as the District, which include the following:

Advise the District Board of Directors, other District officials, and staff on legal matters pertaining to local government, including the Brown Act and parliamentary procedures for running meetings;

Attend all District Board of Directors meetings and other meetings as requested by the District;

Provide legal advice, consultations and opinions to the District Board of Directors, District Manager, and staff;

Prepare and/or review all ordinances, resolutions, contracts, and agreements entered into by the District;

Alert the District in a timely manner on new State or Federal legislation or judicial decisions that may impact the District and propose appropriate action(s) to assure compliance;

Inform the District Board of Directors and recommend changes to District ordinances and policies as needed;

Research and submit legal opinions on municipal or other legal matters as requested by the District Board of Directors or District Manager;

Review memorandums of understanding and provide guidance on personnel matters, labor relations and policies and procedures affecting employees, including employee discipline or procedures to assure compliance;

Provide legal work pertaining to land use issues including, but not limited to, property acquisitions, property disposals, public improvements, easements, dedications, the California Environmental Quality Act and public utilities;

Enforce District codes, regulations, policies and standards through administrative and judicial actions;

Review documents, policies, and forms to ensure compliance with current laws;

Coordinate and monitor the work and cost of special legal counsel;

Promptly respond to calls, e-mails, and correspondence from the District Board of Directors, District Officials and staff; and

Perform other non-litigation or non-specialized legal duties as requested by the District Board of Directors or District Manager.

LITIGATION SERVICES

Upon authorization by the District Board of Directors, Law Firm shall represent the District in any judicial action or any administrative proceeding. Representation of the District shall include:

Preparation for and attendance at court hearings (except for hearings relating to work performed on behalf of the District to prosecute code violations and perform enforcement code functions);

Drafting of pleadings, motions, memoranda, court forms, and other litigation documents;

Research and analysis of claims, defenses, and remedies;

Drafting and responding to discovery;

Coordinating, reviewing, and summarizing discovery and document productions;

Preparing for, attending and summarizing depositions, including witness preparation and preparation of post-deposition summaries or reports;

Preparation of administrative records;

Meetings with client representatives, opposing counsel, and others concerning the litigation;

Trial and trial preparation; and

Other tasks as may be necessary to the successful completion of the litigation.

EXHIBIT B**COMPENSATION SCHEDULE AND REIMBURSABLE EXPENSES**

Retainer Rates: District shall pay Law Firm \$4,500.00 per month based on the parties' understanding that Law Firm shall, on average, devote 20 hours of attorney time to the District Attorney Services described in Exhibit A (and assuming an average hourly rate of \$225.00). The Law Firm and General Manager shall review the hours spent per month (i) six months and (ii) at each annual anniversary after the effective date of this contract to determine whether 20 hours is an accurate measure for setting the monthly retainer. If the Law Firm and General Manager determine a different number should be utilized, they shall attempt to agree upon a mutual decrease or increase of the monthly retainer and shall reflect their resolution in writing, which shall be approved by the Board.

Exceptions from Retainer:

Any land use, environmental, or other work that the District is being reimbursed for by a third-party shall not be subject to the retainer and will be invoiced to the District at the rates agreeable to the District Manager. Such work will be tracked on a per-project basis and the District shall only be responsible for payment of funds reimbursed to the District by the third-party.

Labor and personnel issues are currently handled by special counsel and are exempt from the retainer, including: reviewing memorandums of understanding, labor relations and policies and procedures affecting employees, including employee discipline or procedures to assure compliance. Any work assigned will be invoiced to the District at rates agreeable to the District Manager. Such work will be tracked on a per-project basis.

Litigation Services shall be provided at the following rates:

LITIGATION SERVICES: RATES	
Partner Attorneys:	\$225.00/hour
Associate Attorneys:	\$200.00/hour
Paralegals/Law Clerks:	\$150.00/hour

Costs for both Retainer Services, Exceptions from Retainer, and Litigation Services shall be paid as follows:

COSTS	
In lieu of reimbursement of costs and expenses related to general legal services, there will be a flat administrative fee of 2.5% billed of the monthly retainer.	
Vehicle travel for non-standard trips originating from Firm's Ontario office	Applicable IRS rate per mile x number of miles

Costs incurred in the course of investigation, negotiation or litigation will also be invoiced monthly. The following list of charges is included by way of example:

Vehicle travel (for non-standard trips originating from Firm's Ontario office)	Applicable IRS rate per mile x number of miles
Parking and toll fees	Actual Cost
Extraordinary postage or overnight delivery costs	Actual Cost
Court filing fees	Actual Cost
Attorney services (includes service of process fees, arbitrators, and mediators)	Actual Cost
Messenger services	Actual Cost
Witness fees	Actual Cost
Expert fees	Actual Cost
Westlaw research	Prorated so the District would pay its proportionate share
Accurint or other database research fees	Actual Cost
Data conversion costs and forensic IT work	Actual Costs
FedEx, OnTrac Overnight, or other one-day delivery services	Actual Cost
Duplication/reproduction fees (50 pages or more)	Actual cost if performed by outside service; \$.15/copy if in-house
Any other expense not listed above that becomes necessary for the successful resolution of a client matter	Actual Cost



Date: September 7, 2021 **Task:** TBD

Prepared By: Joseph Zoba, General Manager

Subject: PUBLIC HEARING - Consideration of Resolution No. 2021-46 Authorizing Action in Eminent Domain

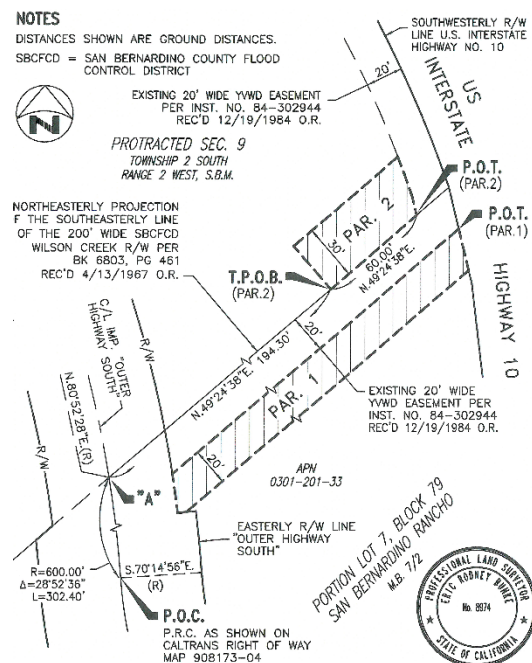
Recommendation: That the Board conduct a public hearing and adopt Resolution No. 2021-46 a resolution of necessity allowing the District to exercise its power of eminent domain to acquire the Subject Property.

District staff further recommends that the Board of Directors authorize and direct the General Manager, or his designee, to perform all acts and take such actions on behalf of the District for the acquisition of the real property described.

District staff also recommends that the Board of Directors authorize and direct the law firm of Atkinson, Andelson, Loya, Ruud & Romo to prepare, institute, and prosecute to conclusion on behalf of the District a proceeding in eminent domain, or any related proceedings or actions, to acquire the real property described above, in fee simple absolute, and to do any and all other things in connection with such proceedings or actions which in their judgment may be necessary or convenient to the successful conclusion of such proceedings or actions.

District staff identified a need to connect a sewer line to an existing sewer line connection point that exists within an existing sewer line easement located adjacent to Interstate 10 ("I-10") west of Oak Glen Road/Live Oak Canyon Road. District staff also identified the need to upgrade the existing sewer line connection point. The District identified two parcels of real property for which a temporary construction easement ("TCE") is required for a period of approximately five months on the property located at 32362 Live Oak Canyon Road, Redlands, California (San Bernardino County Assessor's Parcel Number (APN 0301-201-33)).

Specifically, the District is seeking a temporary construction easement on the southwest portion of the property consisting of two parcels in order to undertake certain improvements to the existing sewer line contained in the existing sewer line easement (Instrument No. 84-302944 recorded December 19,



1984). Parcel 1 of the TCE consists of approximately 4,820 square feet, and Parcel 2 of the TCE consists of approximately 1,990 square feet). Enclosed is a copy of the legal description and plat map for the TCE prepared by Krieger & Stewart Engineering Consultants.

The District initiated contact with the record owner(s) intending to acquire the TCE for value. However, to date the District has been unable to reach voluntary agreement with the owner in order to acquire the TCE. Completion of the sewer line project will require the acquisition of the TCE for approximately five months.



The public interest and necessity require the acquisition of the TCE in connection with the sewer line project. Acquisition of the TCE in connection with the sewer line project will constitute a project for a public use, and the public interest and necessity require the proposed project. Furthermore, the District has determined that the project as planned and located is done so in a manner that will be most compatible with the greatest public good and the least private injury.

In planning the project, the District considered the use(s) for which the property is presently being used and determined that the District's use of the TCE is a more necessary public use, within the meaning of Section 1240.610 of the California Code of Civil Procedure, than any use for which it is presently being used.

In addition to other efforts to reach a negotiated acquisition of the TCE, the District has made the owner the offer required by Section 7267.2 of the California Government Code in the full amount of its appraisal of the TCE. To date, the District has been unsuccessful in reaching a negotiated purchase with the owner and anticipates that it will be unable to do so.

The TCE is located within the territorial boundaries of the District for sewer purposes and is adjacent to an existing sewer line easement. The District is authorized to exercise the power of eminent domain to acquire real property within its territorial boundaries by virtue of Section 31040

et seq. of the Water Code, and Sections 1240.010, 1240.020, and 1240.110 of the California Code of Civil Procedure.

Legal Standard

Adoption of a resolution of necessity is appropriate if by at least a two-thirds majority of the Board of Directors ("Board"), the Board finds:

1. The public interest and necessity require the acquisition of the TCE described above for the project;
2. That the acquisition of the real property constitutes a project for a public use, and the public interest and necessity require the proposed project;
3. The proposed project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
4. The real property is necessary for the aforesaid proposed project;
5. The District's use of the real property is a more necessary public use within the meaning of Section 1240.610 of the Code of Civil Procedure than any public use for which it is presently being used; and
6. The offer required by Section 7267.2 of the California Government Code has been made to the owner(s) of record.

Recommendation

District staff recommends that the Board of Directors adopt a resolution of necessity allowing the District to exercise its power of eminent domain to acquire the Subject Property.

District staff further recommends that the Board of Directors authorize and direct the General Manager, or his designee, to perform all acts and take such actions on behalf of the District for the acquisition of the real property described.

District staff also recommends that the Board of Directors authorize and direct the law firm of Atkinson, Andelson, Loya, Ruud & Romo to prepare, institute, and prosecute to conclusion on behalf of the District a proceeding in eminent domain, or any related proceedings or actions, to acquire the real property described above, in fee simple absolute, and to do any and all other things in connection with such proceedings or actions which in their judgment may be necessary or convenient to the successful conclusion of such proceedings or actions.

ROBINSON PROPERTIES**YUCAIPA, CA**130 E Montecito Ave #246, Sierra Madre CA 91024-1924
Tel: 626-355-2744 Email: lyndy.co@gmail.com

8/30/2021

Mr. Joseph Zoba, General Manager
Yucaipa Valley Water District
PO Box 730
Yucaipa CA 92393-0730**RECEIVED**
SEP - 1 2021

BY: _____

RE: APN 0301-201-331 (Note: Possible APN typo – RP's APN is 0301-201-33):

- 1) Notice of Intent to Adopt Resolution of Necessity to Acquire Property by Eminent Domain
- 2) Offer in Conformance with GC 7267.2 to Acquire a Temporary Construction Easement.

Dear Mr. Zoba:

The above documents dated August 18, 2021, have been received. I am in hopes we can work together to draft a mutually agreeable Temporary Construction Easement (TCE) that won't necessitate Eminent Domain actions. My comments and concerns:

Your offer, \$6,165.00 for (5) months, is below fair market value & not acceptable.

- Actual rents for the subject parcel over the past 2+ years have averaged \$3,000/mo.
- Rent in the near future is expected to be significantly higher (\$8-\$10 thousand/mo). The subject parcel has been identified as a construction yard site within the upcoming I-10 EB Truck Climbing Lane Improvement Project's (TCL) area and Caltrans has allocated \$200,000 for its usage.
- Your offer does not address usage of the surrounding property for ingress/egress or how your usage could limit or prevent our tenant's usage of the remainder parcel.

I would accept \$35,000 for a 5-month TCE plus two (2) water meters on either side of Outer Highway South: (1) on each parcel known as APN's 0301-201-33 & 0301-201-35 with meters, backflow devices and metal cages supplied and installed by YVWD. I am aware these parcels are not currently in your district, but the FCSP identifies YVWD as the service provider and you have more leverage with Western Heights than I do. The meter installations could also benefit YVWD by providing a water source to your pump station adjacent to APN 0301-201-35.

Other terms: YVWD is to be responsible for RP's loss of income in the event the TCE interferes with the TCL project's use of the parcel, YVWD will add RP to its liability policy, YVWD will be responsible for weed abatement and return the property/fencing in its original condition.

If you'd like to discuss, I'm available. In any event, please enter this letter as documentation of my concerns relating to the proposed acquisition prior to 9/7/21's hearing.

Sincerely,

Kenneth G. Robinson, GP
Robinson Properties, a Ca Limited Partnership

PUBLIC HEARING PROCESS

The following process was developed to encourage and facilitate public participation by describing the public hearing process.

Public Hearing – Consideration of Resolution No. 2021-46 Authorizing Action in Eminent Domain

- _____ **Staff Presentation** - A District staff member and/or legal counsel will provide a brief presentation and overview of this agenda item.
- _____ **Questions by the Board of Directors to District Staff** - The Board President will ask if there are any questions at this time from board members based on the staff presentation.
- _____ **Open the Public Hearing** - The Board President will open the public hearing stating the time of day to be recorded in the board meeting minutes.
- _____ **Comments from the Public and Property Owners** - The Board of Directors will request written and oral comments from the public as part of the deliberation and consideration process. The Board of Directors will be focused on receiving information to assist in the decision-making process and will not answer questions or debate an issue. This portion of the public hearing process provides an opportunity for the public and property owners to enter information into the record that should be considered by the Board of Directors.
- _____ **Close the Public Hearing** - The Board President will close the public hearing stating the time of day to be recorded in the board meeting minutes.
- _____ **Final Comments by District Staff** - The District staff may provide additional information and clarification of points raised during the public hearing process to assist the deliberation by the Board of Directors.
- _____ **Questions by the Board of Directors** - The Board President will determine if there are any questions from the Board of Directors.
- _____ **Entertain a motion from the Board** - The Board President will ask for a motion from the Board of Directors based on the written and oral information presented.

RESOLUTION NO. 2021-46**RESOLUTION OF NECESSITY BY THE BOARD OF DIRECTORS
OF THE YUCAIPA VALLEY WATER DISTRICT AUTHORIZING
AN ACTION IN EMINENT DOMAIN**

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 has been and is now engaged in discharging its powers and duties as provided by law; and

WHEREAS, the District, pursuant to provisions of Section 31040 et seq. of the Water Code, is vested with the power to take any property necessary to carry out the business of the District by condemnation, such power to be exercised pursuant to the provisions of Section 1230.040 et seq. of the Code of Civil Procedure; and

WHEREAS, certain a temporary construction easement located within San Bernardino County, California, a legal description of which is attached and incorporated herein by this reference is necessary for the continued operation of an existing sewer line; and

WHEREAS, the temporary construction easement consisting of two parcels in order to undertake certain improvements to the existing sewer line contained in the existing sewer line easement (Instrument No. 84-302944 recorded December 19, 1984). Parcel 1 of the TCE consists of approximately 4,820 square feet, and Parcel 2 of the TCE consists of approximately 1,990 square feet (hereinafter "TCE"); and

WHEREAS, the District is seeking the TCE for a period of three months, commencing October 18, 2021; and

WHEREAS, the District has provided written notice of its intent to purchase the TCE rights sought herein; and

WHEREAS, the District has been unable to secure the TCE; and

WHEREAS, the District has given notice of the hearing on this Resolution to the owner as required by California law; and

WHEREAS, the hearing was held in the manner provided by law, and the persons whose property is to be acquired have been given a reasonable opportunity to appear and be heard before the Board of Directors of the District.

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

1. The public use for which the TCE is to be taken is for the maintenance, operation, improvement, expansion, enlargement, repair, and replacement of an existing sewer line together with appurtenances and appurtenant work. The District is authorized to acquire the TCE easement in real property described herein pursuant to Section 31040 et seq. of the Water Code and Sections 1240.010 through 1240.050 of the Code of Civil Procedure.

2. Any uses made by the fee owners, their heirs, successors, and assigns of the surface of the TCE and the existing sewer line easement shall be done so as not to impair, endanger, or interfere with the District's vehicular access, sewer line, and appurtenances thereto.
3. The Board of Directors finds and determines as follows:
 - a. The public interest, convenience, and necessity require the acquisition of the TCE.
 - b. The TCE is used and located in a manner that has been, and will continue to be, compatible with the greatest public good and least private injury.
 - c. The TCE described in this Resolution is necessary for the continued use of the District facilities located on the existing sewer line easement.
 - d. The offer required by Section 7267.2 of the Government Code and the execution of the first right of refusal has been made to the owner and owners of record.
4. The General Manager of the District is authorized to make such minor changes in the description of the property involved herein and in the pleadings to be filed herein as he deems necessary, upon advice of counsel, for the conduct of the condemnation action or other proceedings necessary to acquire the above-described interest in the above-described real property.
5. The Board of Directors orders and authorizes the preparation and prosecution of the proceedings in the name of the District in the Superior Court of the State of California, for the County of San Bernardino, or in any other court having jurisdiction thereof, as may be necessary for the acquisition of the real property herein described by condemnation in accordance with the provisions of the laws and the Constitution of the State of California relating to eminent domain and for any order permitting the District as plaintiff to take prejudgment possession of such property for use of the public facilities owned and operated by the District.
6. The deposit or payment of money out of proper funds of the District for probable just compensation according to the provision of law to obtain an order for prejudgment possession, for jury fees, reporter fees, and other court costs, and for counsel fees is hereby authorized.
7. The Board hereby finds and determines that the property or interest therein sought to be acquired is located entirely within the boundaries of the Yucaipa Valley Water District.

PASSED, APPROVED, and ADOPTED this 17th day of August 2021.

YUCAIPA VALLEY WATER DISTRICT

ATTEST:

Chris Mann, President Board of Directors

Joseph B. Zoba, General Manager

EXHIBIT “A”

LEGAL DESCRIPTION

**EXHIBIT "A"****APN: 0301-201-33****LEGAL DESCRIPTION****PARCEL 1**

A strip of land 20.00 feet in width over a portion of Lot 7 in Block 79 of San Bernardino Rancho as per Plat recorded in Book 7 of Maps at Page 2 thereof, Records of San Bernardino County, California, in the City of Yucaipa, County of San Bernardino, State of California, lying within Protracted Section 9, Township 2 South, Range 2 West, San Bernardino Meridian, the northwesterly line lying parallel with and offset at a right angle 20.00 feet southeasterly to a line more particularly described as follows:

COMMENCING at a point of reverse curvature in the centerline of the "Outer Highway South" as shown on Caltrans Right-of-Way Map 908173-04, said point being the southerly terminus of a curve concave westerly having a radius of 600.00 feet, a radial line to said point bears South 70°14'56" East;

Thence northerly along said curve and said centerline, through a central angle of 28°52'36", an arc distance of 302.40 feet to **POINT "A"** being a point of intersection with the northeasterly prolongation of the southeasterly line of the 200.00 foot wide San Bernardino County Flood Control District right-of-way as shown by deed recorded April 13, 1967 in Book 6803, Page 461, Official Records of San Bernardino County, California, a radial line to said **POINT "A"** bears North 80°52'28" East;

Thence North 49°24'38" East, along said northeasterly prolongation of the 200.00 foot wide San Bernardino County Flood Control District right-of-way and the northwesterly line of that certain 20.00 foot wide easement conveyed to Yucaipa Valley Water District by Easement Deed recorded December 19, 1984 as Instrument Number 84-302944, Official Records of San Bernardino County, California to the southwesterly right-of-way line of California Interstate Highway 10 as shown on said Caltrans Right-of-Way Map 908173-04 and the **POINT OF TERMINATION** of said northwesterly line of **PARCEL 1**.

Excepting those areas lying within the Caltrans right-of-way as shown on said Caltrans Right-of-Way Map 908173-04.

Parcel 1 contains 4,820 square feet, more or less.

**EXHIBIT "A"****APN: 0301-201-33****LEGAL DESCRIPTION
(Continued)****PARCEL 2**

A strip of land 30.00 feet in width over a portion of Lot 7 in Block 79 of San Bernardino Rancho as per Plat recorded in Book 7 of Maps at Page 2 thereof, Records of San Bernardino County, California, in the City of Yucaipa, County of San Bernardino, State of California, lying within Protracted Section 9, Township 2 South, Range 2 West, San Bernardino Meridian, the southeasterly line of said 30.00 foot wide strip of land being more particularly described as follows:

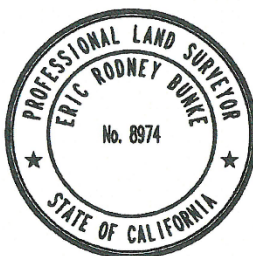
COMMENCING at said **POINT "A"** thence North 49°24'38" East, along said northeasterly prolongation of the southeasterly line of the 200.00 foot wide San Bernardino County Flood Control District right-of-way a distance of 194.30 feet to the **TRUE POINT OF BEGINNING** of **PARCEL 2**;

Thence continuing North 49°24'38" East, along said northeasterly prolongation and the northwesterly line of said 20.00 foot wide easement conveyed to Yucaipa Valley Water District, a distance of 60.00 feet to the southwesterly line of said 20.00 foot wide easement as conveyed to Yucaipa Valley Water District and the **POINT OF TERMINATION** of **PARCEL 2**.

The northwesterly line of said 30.00 foot wide strip of land shall be lengthened to terminate on said southwesterly line of said 20.00 foot wide easement conveyed to Yucaipa Valley Water District.

Parcel 2 contains 1990 square feet, more or less.

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



This description was prepared by me
or under my direction:

A handwritten signature in blue ink that reads 'Eric R. Bunke'.

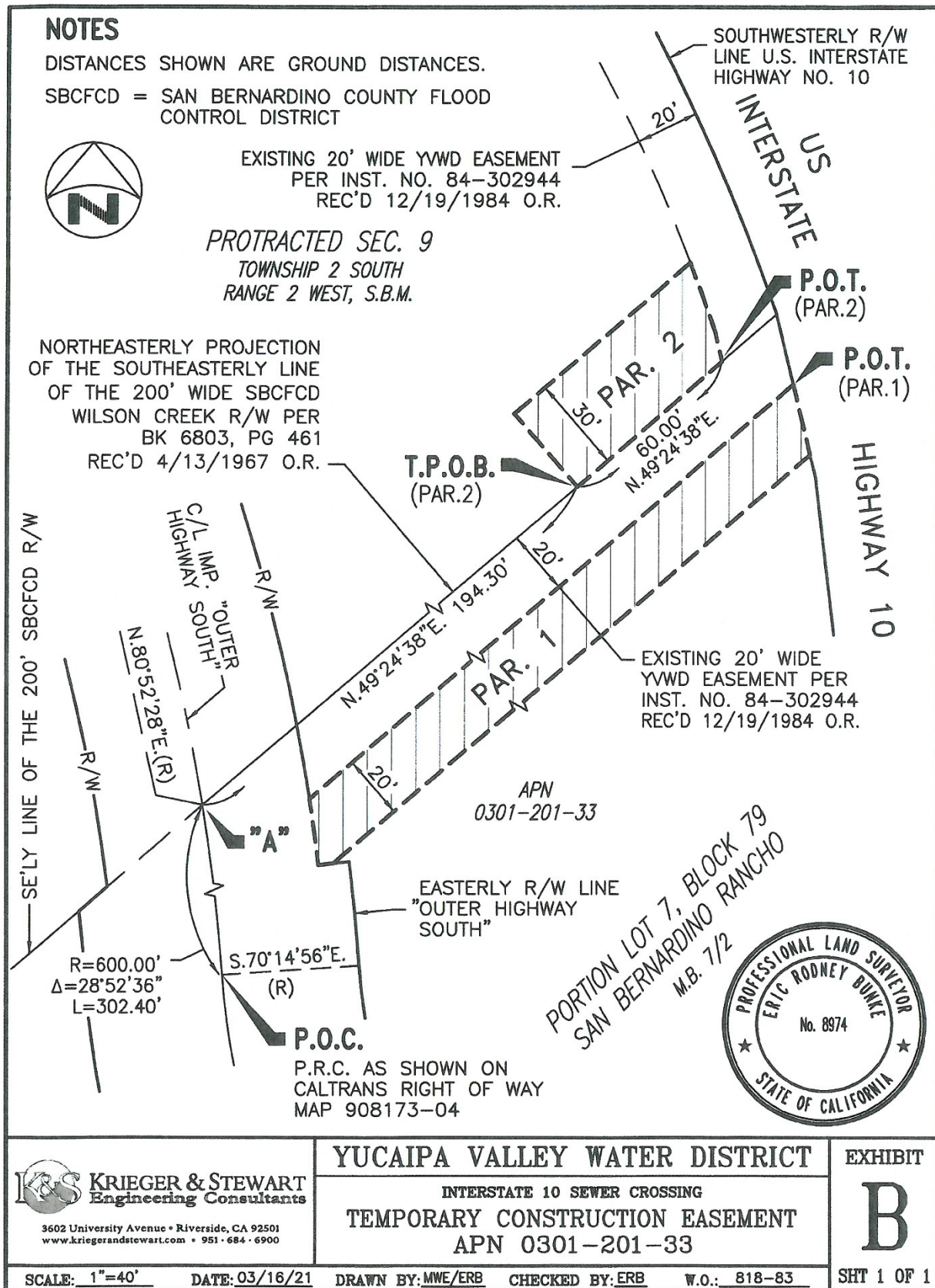
Eric R. Bunke, P.L.S. 8974

Date: 03/16/2021

Expiration Date: 09/30/2022

EXHIBIT “B”

Plat Map





Date: September 7, 2021

Task: N/A

Prepared By: Allison M. Edmisten, Chief Financial Officer

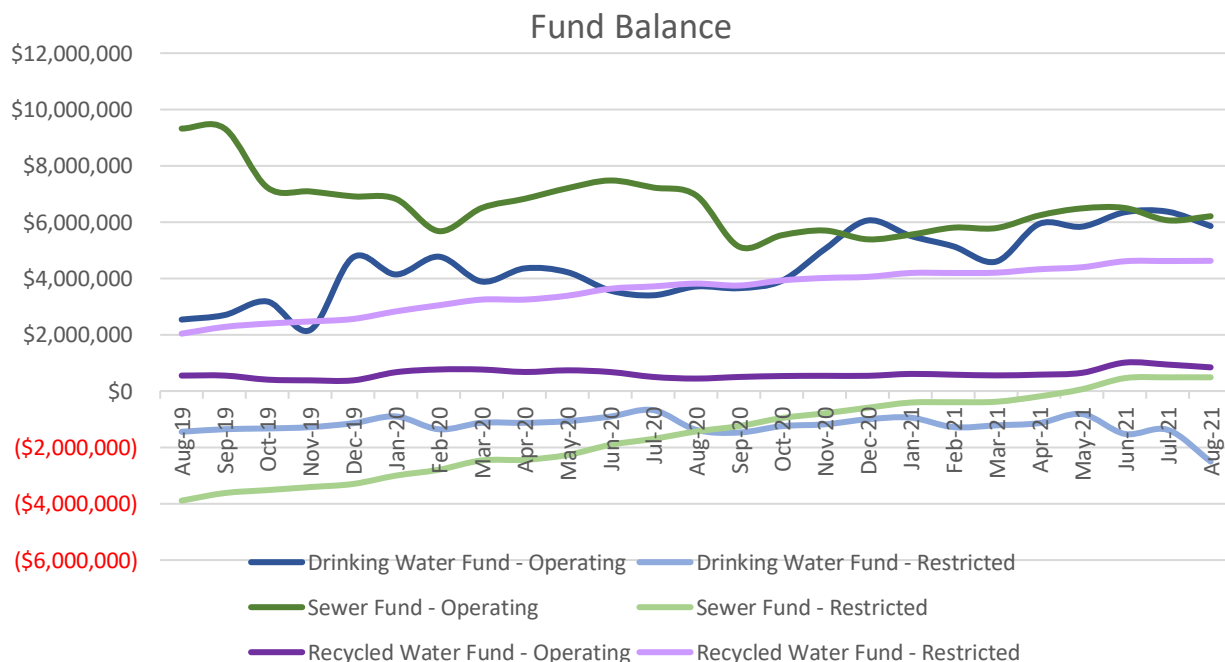
Subject: Presentation of the Unaudited Financial Report for the Period Ending on August 31, 2021

Recommendation: That the Board receive and file the unaudited financial report.

The following unaudited financial report has been prepared by the Administrative Department for your review. Please remember that the following financial information has not been audited.

Cash Fund Balance and Cash Flow Reports

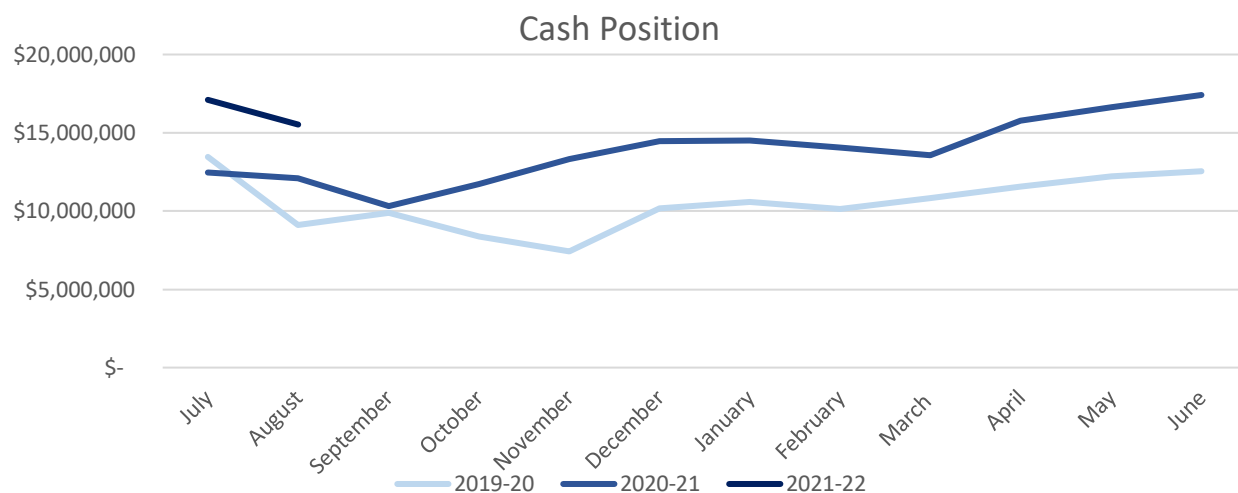
The Cash Fund Balance Report provides a summary of how the total amount of funds maintained by financial institutions is distributed throughout the enterprise and non-enterprise funds of the District. A summary of the report is as follows:



Most of the funds reflected in the Cash Fund Balance Report are designated for specific purposes and are therefore restricted, either by law or by District policy.

Cash Fund Balance Report - August 2021

Water Division		GL#	Balance
Restricted	ID 1 Construction Funds	02-000-10216	\$ 293,145.85
	ID 2 Construction Funds	02-000-10217	\$ -
	FCC - Debt Service YVRWFF Phase I	02-000-10401	\$ (7,773,224.79)
	FCC - Future YVRWFF Phase II & III	02-000-10403	\$ 718,787.74
	FCC - Recycled System	02-000-10410	\$ (402,897.51)
	FCC - Booster Pumping Plants	02-000-10411	\$ 1,096,920.09
	FCC - Pipeline Facilities	02-000-10412	\$ 1,439,576.16
	FCC - Water Storage Reservoirs	02-000-10413	\$ 1,721,320.65
	FCC - Excess Drinking Water	02-000-10414	\$ 405,343.36
Subtotal Restricted Funds			\$ (2,501,028.45)
Operating	Infrastructure Reserves	02-000-10311	\$ 3,072,176.73
	Sustainability Fund	02-000-10313	\$ 135,708.86
	Rate Stabilization Fund	02-000-10314	\$ 500,209.14
	Supplemental Water Fund - San Bernardino	02-000-10315	\$ 1,383,834.51
	Supplemental Water Fund - Riverside	02-000-10316	\$ 926,536.19
Operating Funds:			\$ (158,488.97)
Subtotal Operating Funds			\$ 5,859,976.46
Total Water Division			\$ 3,358,948.01
Sewer Division		GL#	Balance
Restricted	SRF Reserve Fund - Brineline	03-000-10218	\$ 637,449.00
	SRF Reserve Fund - WISE	03-000-10219	\$ 184,928.00
	SRF Reserve Fund - R 10.3	03-000-10220	\$ 51,531.00
	SRF Reserve Fund - Crow St	03-000-10221	\$ 19,255.00
	FCC - Debt Service WWTP Expansion & Upgrade	03-000-10405	\$ 4,327,206.00
	FCC - Future WWTP Expansion	03-000-10407	\$ 3,153,109.91
	FCC - Sewer Interceptors	03-000-10415	\$ (453,444.39)
	FCC - Lift Stations	03-000-10416	\$ 514,064.23
	FCC - Effluent Disposal Facilities	03-000-10417	\$ (1,055,156.54)
	FCC - Salt Mitigation Facilities	03-000-10418	\$ (6,890,688.51)
Subtotal Restricted Funds			\$ 488,253.70
Operating	Project Fund - Encumbered	03-000-10215	\$ 646,500.00
	Infrastructure Reserves	03-000-10311	\$ 3,992,727.16
	Rate Stabilization Fund	03-000-10314	\$ 1,464,394.90
	Operating Funds:		\$ 106,156.78
Subtotal Operating Funds			\$ 6,209,778.84
Total Wastewater Division			\$ 6,698,032.54
Recycled Water Division		GL#	Balance
Restricted	FCC - Recycled System	04-000-10410	\$ 426,750.57
	FCC - Booster Pumping Plants	04-000-10411	\$ 292,858.50
	FCC - Pipeline Facilities	04-000-10412	\$ 2,088,860.81
	FCC - Water Storage Reservoirs	04-000-10413	\$ 1,754,632.47
	FCC - Excess Recycled Water	04-000-10414	\$ 62,627.92
Subtotal Restricted Funds			\$ 4,625,730.27
Oper	Infrastructure Reserves	04-000-10311	\$ 455,225.82
	Operating Funds:		\$ 386,942.89
Subtotal Operating Funds			\$ 842,168.71
Total Recycled Water Division			\$ 5,467,898.98
DISTRICT TOTAL			\$ 15,524,879.53

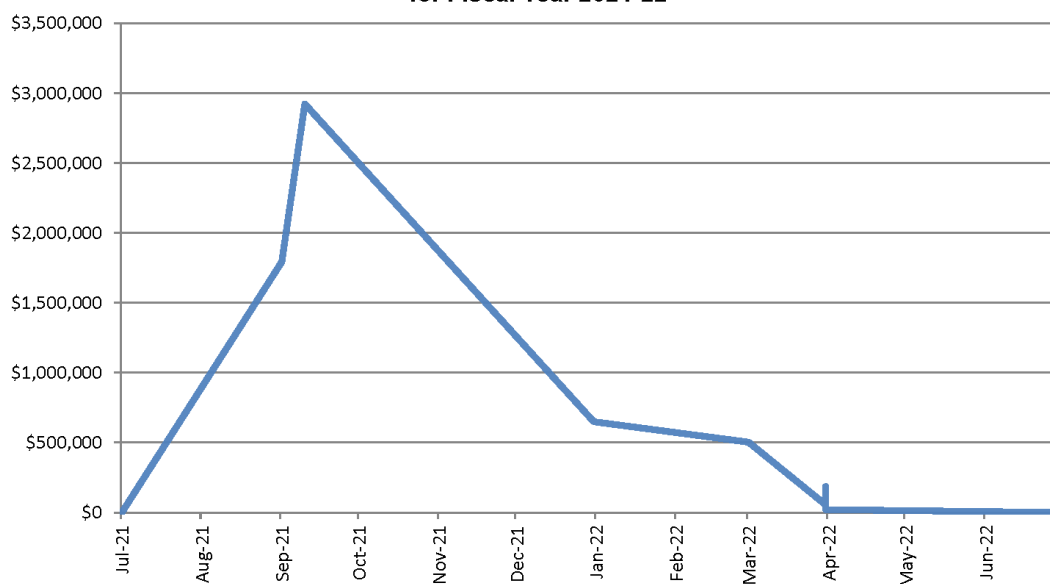


The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

Cash Flow Report for Fiscal Year 2021-22

Financial Obligations for Fiscal Year 2021-22				
Due Date	Fund	Description	Term of Obligation	Amount
9/1/2021	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 1,793,032.00
9/10/2021	Sewer	SRF Payment - WRWRF	2009-2028	\$ 2,923,668.75
12/31/2021	Sewer	SRF Payment - Yucaipa Regional Brineline	2013-2032	\$ 649,273.50
3/1/2022	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 503,032.00
3/31/2022	Sewer	SRF Payment - Recycled Reservoir R-10.3	2014-2033	\$ 54,277.31
3/31/2022	Sewer	SRF Payment - Desalinization at WRWRF	2014-2033	\$ 185,251.30
3/31/2022	Sewer	SRF Payment - Crow Street/Recycled Booster B-12.1	2016-2035	\$ 21,223.27
Total				\$ 6,129,758.13

Payment Schedule and Cash Flow Requirements for Fiscal Year 2021-22



Cash Disbursement Report

The cash disbursement report lists each check and electronic payment processed during the month. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director but may be signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

Check Register - August 2021

Date	Check #	Payee or Description	Amount
8/2/2021	39618	ADS, LLC	\$ 6,210.00
8/2/2021	39619	Ameripride Uniform Services	\$ 822.89
8/2/2021	39620	AutoZone Stores LLC	\$ 28.42
8/2/2021	39621	Backflow Apparatus & Valve Co.	\$ 2,152.64
8/2/2021	39622	Best Home Center	\$ 28.24
8/2/2021	39623	Brenntag Pacific, Inc	\$ 2,475.79
8/2/2021	39624	Burgeson's Heating & Air Cond. Inc	\$ 99.00
8/2/2021	39625	Coverall North America, Inc.	\$ 805.00
8/2/2021	39626	Crown Ace Hardware - Yucaipa	\$ 174.07
8/2/2021	39627	Environmental Systems Research Institute	\$ 1,793.00
8/2/2021	39628	Grainger	\$ 97.51
8/2/2021	39629	Hach Company	\$ 3,232.71
8/2/2021	39630	Home Depot U.S.A. Inc	\$ 107.69
8/2/2021	39631	JW D'Angelo Co.	\$ 728.78
8/2/2021	39632	Lowe's Companies, Inc.	\$ 796.93
8/2/2021	39633	Merit Oil Company	\$ 3,768.54
8/2/2021	39634	Mission Clay Products Co., LLC	\$ 184.24
8/2/2021	39635	Pollardwater	\$ 153.01
8/2/2021	39636	Polydyne Inc.	\$ 6,925.72
8/2/2021	39637	Pro-Pipe & Supply, Inc.	\$ 101.59
8/2/2021	39638	Quinn Company	\$ 768.42
8/2/2021	39639	Redline	\$ 12,066.40
8/2/2021	39640	STELLAR SOLUTIONS, INC	\$ 1,287.83
8/2/2021	39641	Superior Automotive Warehouse, Inc	\$ 27.48
8/2/2021	39642	The Gas Company	\$ 89.59
8/2/2021	39643	Underground Service Alert Of So. CA	\$ 308.65
8/2/2021	39644	Wells Fargo Bank-Corporate Trust Service	\$ 1,805,931.25
8/2/2021	39645	Yucaipa Disposal, Inc.	\$ 2,047.77
8/2/2021	39646	Yucaipa Valley Water District	\$ 57,851.04
8/9/2021	39647	Berkshire Hathaway Homestate Companies	\$ 20,661.44
8/9/2021	39648	CA-EDD	\$ 6,225.13
8/9/2021	39649	Doug Earnest	\$ 685.14
8/9/2021	39650	Joe DeSalliers	\$ 603.35
8/9/2021	39651	Peggy Little	\$ 685.14
8/9/2021	39652	Robert Wall	\$ 799.13
8/9/2021	39653	State Treasurer Condemnation Fund	\$ 6,175.00
8/9/2021	39654	All American Sewer Tools	\$ 3,776.29

Check Register - August 2021

Date	Check #	Payee or Description	Amount
8/9/2021	39655	Ameripride Uniform Services	\$ 842.52
8/9/2021	39656	Assoc. SB Cty Special Districts	\$ 74.00
8/9/2021	39657	Backflow Apparatus & Valve Co.	\$ 159.47
8/9/2021	39658	Backflow Prevention Device Inspections,	\$ 1,931.97
8/9/2021	39659	Burgeson's Heating & Air Cond. Inc	\$ 99.00
8/9/2021	39660	California Water Environment Association	\$ 192.00
8/9/2021	39661	Caselle, Inc.	\$ 2,870.00
8/9/2021	39662	Corelogic, Inc.	\$ 330.00
8/9/2021	39663	Crider Public Relations, Inc.	\$ 361.25
8/9/2021	39664	Crown Ace Hardware - Yucaipa	\$ 13.45
8/9/2021	39665	Daily Journal Corporation	\$ 1,566.00
8/9/2021	39666	Ed Filijan Photography	\$ 339.98
8/9/2021	39667	Environmental Wtr Solutions, Inc	\$ 4,018.22
8/9/2021	39668	Fastenal Company	\$ 612.88
8/9/2021	39669	Freedom Mailing Services	\$ 9,844.92
8/9/2021	39670	Frontier Communications	\$ 172.92
8/9/2021	39671	GLS US	\$ 13.99
8/9/2021	39672	Griswold Industries	\$ 6,049.09
8/9/2021	39673	Hach Company	\$ 987.96
8/9/2021	39674	Harrington Ind. Plastic, LLC	\$ 60.56
8/9/2021	39675	Hasa, Inc.	\$ 4,089.65
8/9/2021	39676	Houston & Harris PCS, Inc.	\$ 7,893.00
8/9/2021	39677	JW D'Angelo Co.	\$ 3,823.15
8/9/2021	39678	Konica Minolta Business Solutions	\$ 538.62
8/9/2021	39679	Merit Oil Company	\$ 5,730.53
8/9/2021	39680	Microsoft Corporation	\$ 16,874.96
8/9/2021	39681	Municipal Maintenance Equipment, Inc.	\$ 872.17
8/9/2021	39682	NCL Of Wisconsin Inc	\$ 1,210.82
8/9/2021	39683	NetComp Technologies, Inc.	\$ 2,420.00
8/9/2021	39684	Office Solutions Bsns Products, L	\$ 947.90
8/9/2021	39685	Pro-Pipe & Supply, Inc.	\$ 42.88
8/9/2021	39686	Q Versa, LLC	\$ 1,320.00
8/9/2021	39687	Quinn Company	\$ 31,361.11
8/9/2021	39688	Ryan Herco Products Corp	\$ 4,469.82
8/9/2021	39689	SCCI, Inc.	\$ 350.00
8/9/2021	39690	Separation Processes, Inc.	\$ 4,624.25
8/9/2021	39691	Summit Environmental Svcs, Inc.	\$ 4,658.09
8/9/2021	39692	Terracon Consultants, Inc.	\$ 1,362.25
8/9/2021	39693	The Counseling Team International	\$ 300.00
8/9/2021	39694	Time Warner Cable	\$ 1,727.10
8/9/2021	39695	Track Technologies	\$ 8,000.00
8/9/2021	39696	Zerion Software, Inc.	\$ 8,500.00
8/13/2021	39697	California State Disbursement Unit	\$ 628.14
8/13/2021	39698	IBEW Local #1436	\$ 660.00
8/13/2021	39699	WageWorks Inc	\$ 1,686.89

Check Register - August 2021

Date	Check #	Payee or Description	Amount
8/16/2021	39700	David L. Wysocki	\$ 3,337.50
8/16/2021	39701	Delta Ventures Inc.	\$ 7,500.00
8/16/2021	39702	Dudek & Associates, Inc	\$ 8,477.50
8/16/2021	39703	Geoscience Support Services, Inc.	\$ 16,794.75
8/16/2021	39704	One Stop Landscape Supply Inc	\$ 23,353.00
8/16/2021	39705	Separation Processes, Inc.	\$ 22,549.84
8/16/2021	39706	Spiess Construction Company Inc	\$ 99,794.76
8/16/2021	39707	American Water Chemicals	\$ 12,031.00
8/16/2021	39708	AmeriGas Propane LP	\$ 3,540.92
8/16/2021	39709	Ameripride Uniform Services	\$ 826.62
8/16/2021	39710	B.L. Wallace Distributor Inc.	\$ 808.64
8/16/2021	39711	Best Home Center	\$ 4.62
8/16/2021	39712	Brenntag Pacific, Inc	\$ 13,014.16
8/16/2021	39713	California Water Environment Association	\$ 192.00
8/16/2021	39714	Clark Pest Control	\$ 118.00
8/16/2021	39715	Clinical Laboratory of San Bernardino	\$ 12,230.00
8/16/2021	39716	Coverall North America, Inc.	\$ 526.00
8/16/2021	39717	Doug's Filter Service, Inc.	\$ 400.00
8/16/2021	39718	Epic Pest Management	\$ 85.00
8/16/2021	39719	Evoqua Water Technologies LLC	\$ 2,248.85
8/16/2021	39720	Fedex	\$ 55.93
8/16/2021	39721	Fuel Serv	\$ 1,623.06
8/16/2021	39722	Geoscience Support Services, Inc.	\$ 1,632.00
8/16/2021	39723	GHD Inc	\$ 9,489.46
8/16/2021	39724	Grainger	\$ 99.00
8/16/2021	39725	Hasa, Inc.	\$ 8,251.10
8/16/2021	39726	Interior Demolition, Inc.	\$ 5,308.40
8/16/2021	39727	JW D'Angelo Co.	\$ 998.29
8/16/2021	39728	Melissa Fritzinger	\$ 18.71
8/16/2021	39729	Mission Clay Products Co., LLC	\$ 977.84
8/16/2021	39730	Nexa	\$ 675.00
8/16/2021	39731	Pro-Pipe & Supply, Inc.	\$ 25.89
8/16/2021	39732	Quinn Company	\$ 500.00
8/16/2021	39733	Redline	\$ 12,219.04
8/16/2021	39734	San Bdn. Valley Muni. Water Dist.	\$ 7,690.72
8/16/2021	39735	Sinclair Rock and Sand Inc.	\$ 3,750.00
8/16/2021	39736	Spectrum Business	\$ 3,668.00
8/16/2021	39737	UPS Store#1504/ Mail Boxes Etc.	\$ 67.86
8/16/2021	39738	Yucaipa/Calimesa News Mirror	\$ 203.60
8/23/2021	39739	Meyers Nave, A Professional Corporation	\$ 96,760.86
8/23/2021	39740	Alpine Springs	\$ 107.45
8/23/2021	39741	Ameripride Uniform Services	\$ 807.21
8/23/2021	39742	AT&T Mobility	\$ 2,003.27
8/23/2021	39743	AutoZone Stores LLC	\$ 4.61

Check Register - August 2021

Date	Check #	Payee or Description	Amount
8/23/2021	39744	Bay Alarm Company	\$ 32.33
8/23/2021	39745	Best Home Center	\$ 60.33
8/23/2021	39746	BofA Credit Card	\$ 4,996.50
8/23/2021	39747	Brenntag Pacific, Inc	\$ 2,729.25
8/23/2021	39748	California Water Environment Association	\$ 192.00
8/23/2021	39749	CED-Consolidated Electr. Dist.	\$ 171.51
8/23/2021	39750	Contron Scada Systems	\$ 2,530.37
8/23/2021	39751	Crestwood Enterprise, Inc.	\$ 594.14
8/23/2021	39752	Crown Ace Hardware - Yucaipa	\$ 165.35
8/23/2021	39753	Daily Journal Corporation	\$ 1,930.50
8/23/2021	39754	Flo-Systems Inc	\$ 1,579.55
8/23/2021	39755	Frontier Communications	\$ 46.25
8/23/2021	39756	GLS US	\$ 241.68
8/23/2021	39757	Hach Company	\$ 82.90
8/23/2021	39758	Houston & Harris PCS, Inc.	\$ 1,973.25
8/23/2021	39759	JW D'Angelo Co.	\$ 12,371.94
8/23/2021	39760	Les Schwab Tire Center	\$ 424.40
8/23/2021	39761	Merit Oil Company	\$ 3,150.72
8/23/2021	39762	Michael Moran	\$ 282.83
8/23/2021	39763	NetComp Technologies, Inc.	\$ 1,900.00
8/23/2021	39764	Paula Ferguson	\$ 3,805.82
8/23/2021	39765	Pro-Pipe & Supply, Inc.	\$ 452.72
8/23/2021	39766	Redline	\$ 2,753.81
8/23/2021	39767	SB CNTY-Fire Protection District	\$ 1,227.00
8/23/2021	39768	SCE Rosemead	\$ 401,910.68
8/23/2021	39769	Spectrum Business	\$ 2,649.00
8/23/2021	39770	Sulzer Elector-Mechanical Services Inc.	\$ 7,348.25
8/23/2021	39771	US Bank	\$ 6,509.93
8/27/2021	39772	California State Disbursement Unit	\$ 628.14
8/27/2021	39773	WageWorks Inc	\$ 1,686.89
8/30/2021	39774	Aflac	\$ 2,635.63
8/30/2021	39775	Blue Shield of California	\$ 4,504.60
8/30/2021	39776	Nippon Life Insurance Co	\$ 2,664.32
8/30/2021	39777	Standard Dental Insurance Co	\$ 1,309.12
8/30/2021	39778	Standard Insurance Vision Plan	\$ 329.56
8/30/2021	39779	Western Dental Services Inc	\$ 230.92
8/30/2021	39780	Doug Earnest	\$ 685.14
8/30/2021	39781	Joe DeSalliers	\$ 603.35
8/30/2021	39782	Peggy Little	\$ 685.14
8/30/2021	39783	Robert Wall	\$ 799.13
8/30/2021	39784	WageWorks, Inc.	\$ 191.75
			<u>\$ 2,959,143.49</u>

Check Register - August 2021

Date	Check #	Payee or Description	Amount
8/13/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 171,998.13
8/12/2021	electronic pmt	CalPERS 457 & Loan	\$ 28,709.77
8/12/2021	electronic pmt	CalPERS Retirement	\$ 34,884.44
8/12/2021	electronic pmt	EDD - State of California	\$ 14,040.08
8/12/2021	electronic pmt	IRS	\$ 72,497.04
8/12/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,717.65
8/27/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 157,077.57
8/27/2021	electronic pmt	CalPERS 457 & Loan	\$ 26,920.24
8/27/2021	electronic pmt	EDD - State of California	\$ 12,725.18
8/27/2021	electronic pmt	IRS	\$ 64,894.04
8/27/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,452.81
8/27/2021	electronic pmt	CalPERS Retirement	\$ 34,296.77
8/30/2021	electronic pmt	CalPERS Health Insurance	\$ 98,182.77
8/30/2021	electronic pmt	Public Employees' Retirement System	\$ 700.00
			<u>\$ 726,096.49</u>

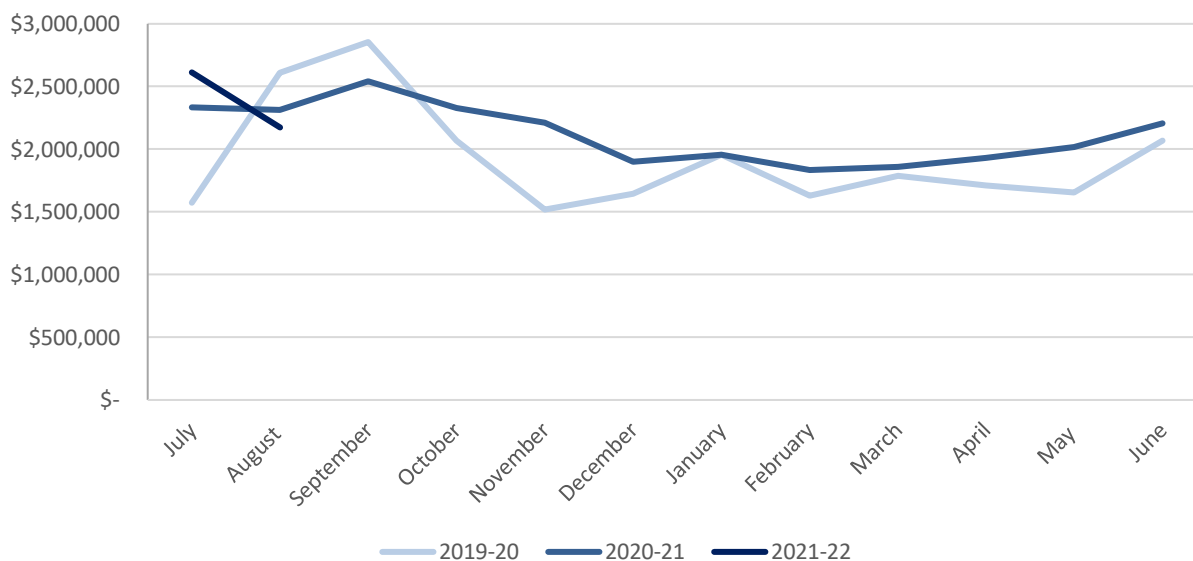
Fiscal Year 2021-22 Reserve Transfers									
					Reserve Account - 10311				
Transfer Date	DM #	DM Date	Project	Description	Water	Sewer	Recycled	Transfer #	Resolution
7/29/2021	18-232	10/9/2018	1	AMI Project	\$ 24,453				
		8/3/2021	2	STIP		\$ 759,686		1	2021-44
Total Transfers from Reserves					\$ (24,453)	\$ (759,686)	\$ -		
Beginning Balance @ 7/1/21					\$ 2,667,395	\$ 3,992,727	\$ 431,054		
Contribution to Reserves 2021-22					\$ 1,607,457	\$ -	\$ 74,755		
Ending Balance @ 6/30/22					\$ 4,250,399	\$ 3,233,041	\$ 505,809		

Summary of Projects			Total Reserves Transfer
Project	Description		
1	AMI Project	\$ 1,439,143	Began in 2019-21 (Project #3 in 2019-20 and #4 in 2020-21)
2	STIP	\$ 1,528,206	Began in 2020-21 (Project #22 in prior year)

Financial Account Information

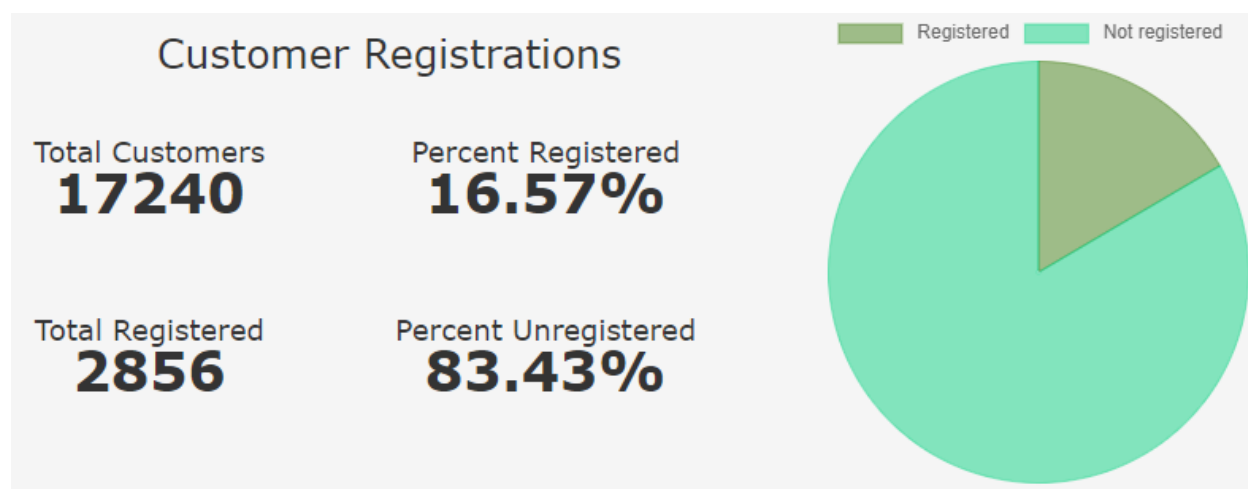
The District currently deposits all revenue received via mail or in person into the Deposit Checking account. All revenue received through Xpress Bill Pay is kept in a separate account and transferred weekly to the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills and for the transfer of LAIF funds. The US treasury notes and bills are booked at cost.

Monthly Utility Revenue

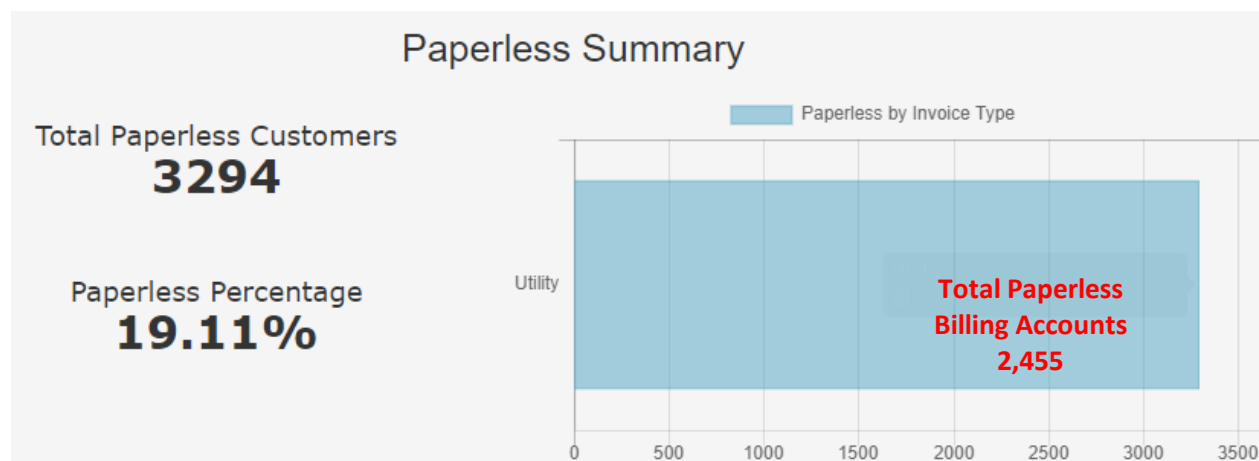
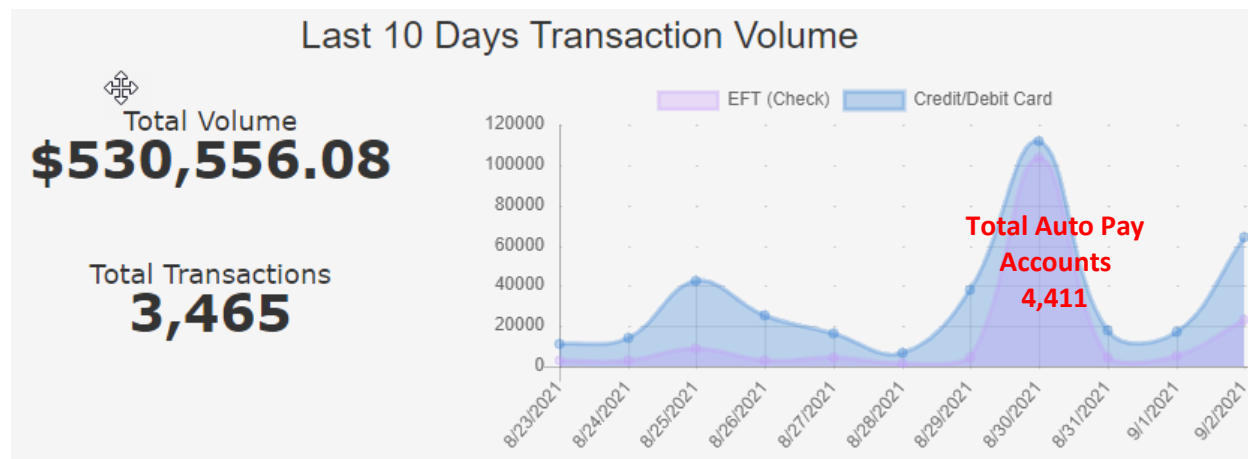


On July 29th, the District implemented Invoice Cloud which will replace Xpress Bill Pay.

Invoice Cloud: Invoice Cloud is a third-party vendor the District utilizes to process credit card payments, echecks, online payments from customers, as well as phone payments processed without a live customer service representative.



Compared to 7,278 customers enrolled on Xpress Bill Pay



Compared to 2,455 on Xpress Bill Pay

We are continuing to work on building reports through Invoice Cloud for Auto Pay Customers as well as payments by payment source for the most recent month end.

Investment Summary

The investment summary report illustrates the District's investments in US treasury notes and bills in addition to the investments held by the Local Agency Investment Fund or LAIF. The yields for the treasury notes and bills are provided for each individual transaction. The historical annual yield for funds invested with LAIF is also provided.

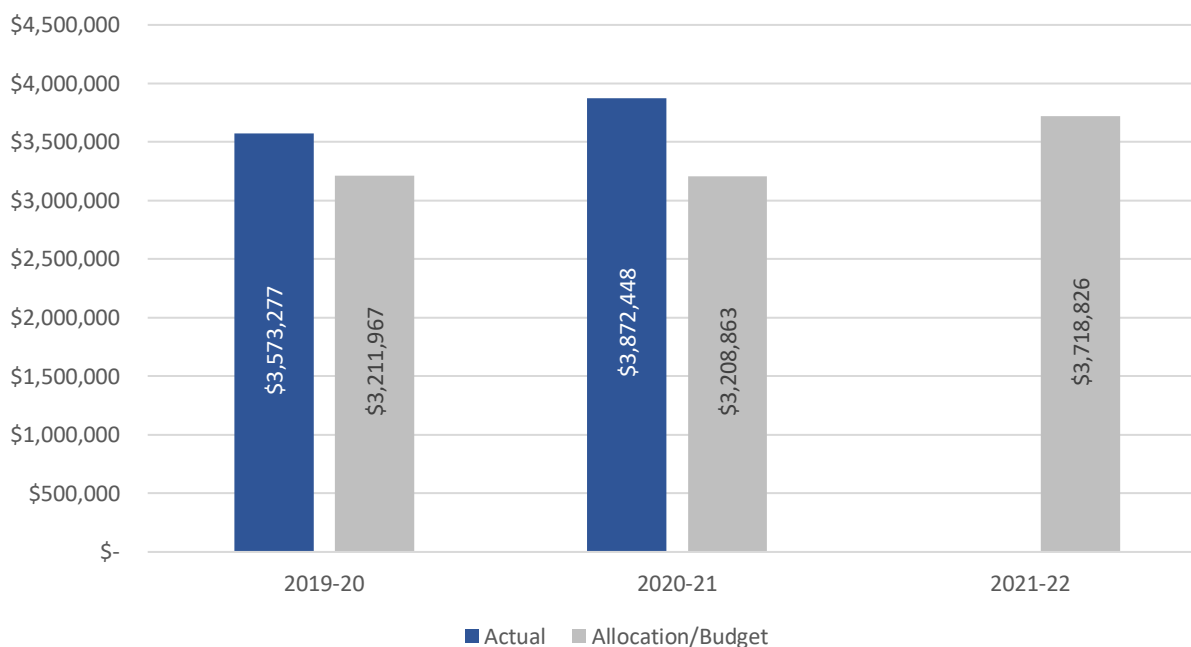
Separate pooled money investment reports prepared by the State of California are maintained by the District and available for review. The LAIF investment account is a pooled money account administered by the State of California. Additional information on the LAIF account is provided below in the investment summary report.

Investment Policy Disclosure - The District is currently compliant with the portfolio of its Investment Policy and State law. The District is using Sandy Gage with Merrill Lynch Wealth Management (Bank of America Corporation) for Treasury investments. The District expects to meet its expenditure requirements for the next six months.

Summary of Property Tax Revenue:

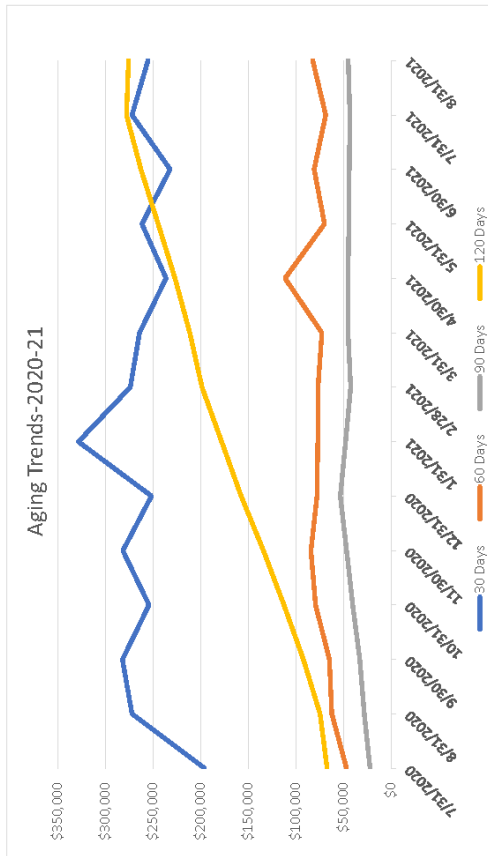
Current Month	Year-to-Date	Budget Amount	Percentage
Property Taxes	\$ 0	\$ 3,718,826	0%

Property Taxes - Actual vs. Budget

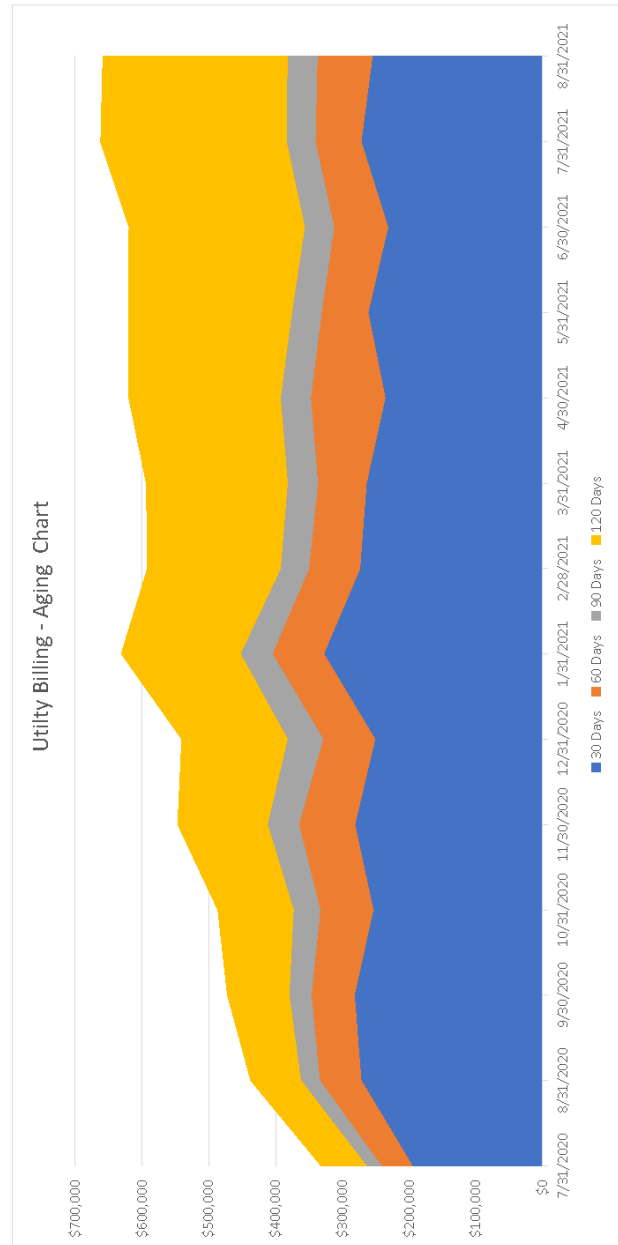
Management Discussion

This section is included in the monthly unaudited report to discuss items of importance that may have a financial impact on the District.

- The District continues to track the aging trends for Utility Receivables as a result of COVID-19 (see below).
- The annual financial audit is scheduled for the week of September 13th
- The District is currently in the process of ordering the large meters that will be replaced as part of the \$75,000 grant that was received.
- The District received a \$75,000 grant for Basin Groundwater Monitoring Project
- District staff is handling all utility payments that are mailed in and have phased out the use of the lockbox.
- The finance team implemented Invoice Cloud (replacing Xpress Bill Pay) for online billing options for customers on July 30th.



Average Pre-Covid	30 Days	60 Days	90 Days	120 Days
	\$281,219	\$41,173	\$20,379	\$27,505
	\$195,847	\$46,783	\$22,104	\$67,157
	\$272,158	\$62,221	\$28,092	\$74,515
	\$282,140	\$64,710	\$32,923	\$92,047
	\$254,095	\$79,254	\$40,271	\$112,550
	\$281,588	\$84,120	\$46,659	\$133,952
	\$251,518	\$77,823	\$53,354	\$157,520
	\$328,326	\$76,941	\$47,697	\$177,885
	\$273,713	\$76,804	\$42,494	\$198,653
	\$264,232	\$72,780	\$45,237	\$211,265
	\$236,321	\$111,345	\$45,143	\$226,884
	\$261,588	\$69,879	\$44,439	\$244,473
	\$231,995	\$80,694	\$43,964	\$262,736
	\$272,143	\$68,549	\$43,212	\$277,842
	\$255,242	\$82,352	\$45,061	\$275,665
Average Post Covid	\$264,156	\$74,271	\$36,975	\$143,544
% increase	-6.07%	80.39%	81.44%	421.88%



Investment Summary - August 2021

LOCAL AGENCY INVESTMENT FUND

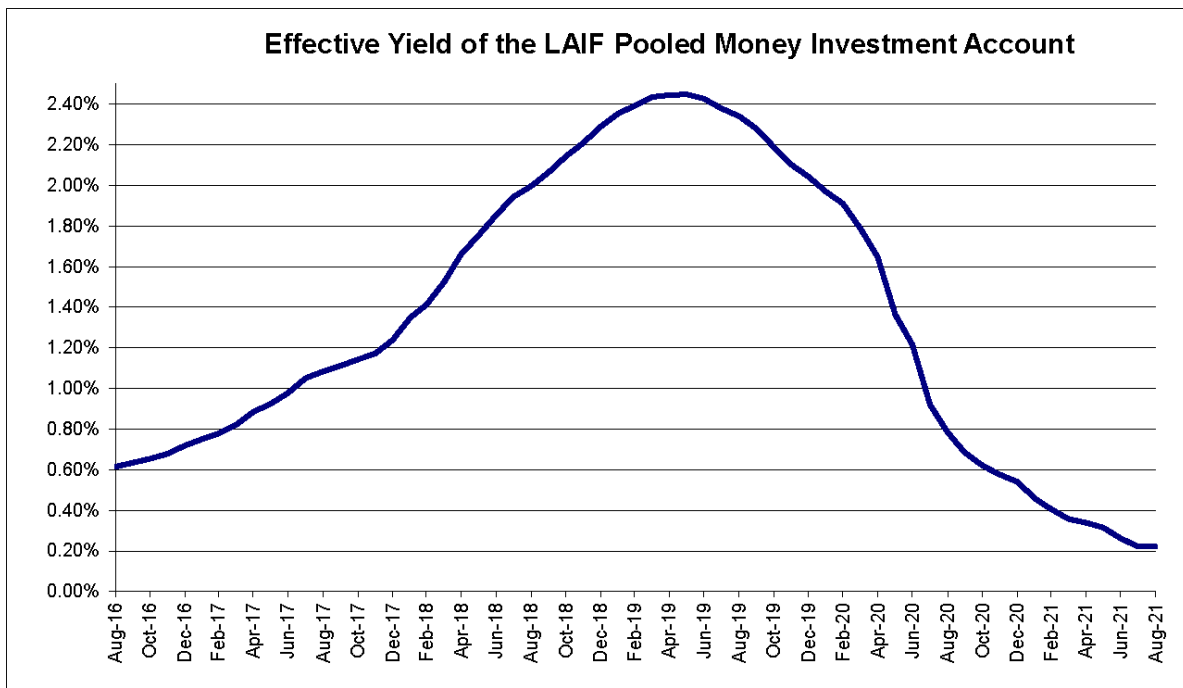
PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2021	\$ -	\$ -	\$ 10,522.50	\$ 13,541,108.95
August 31, 2021	\$ (2,300,000.00)	\$ -	\$ -	\$ 11,241,108.95
September 30, 2021	\$ -	\$ -	\$ -	\$ 11,241,108.95
October 31, 2021	\$ -	\$ -	\$ -	\$ 11,241,108.95
November 30, 2021	\$ -	\$ -	\$ -	\$ 11,241,108.95
December 31, 2021	\$ -	\$ -	\$ -	\$ 11,241,108.95
January 31, 2022	\$ -	\$ -	\$ -	\$ 11,241,108.95
February 28, 2022	\$ -	\$ -	\$ -	\$ 11,241,108.95
March 31, 2022	\$ -	\$ -	\$ -	\$ 11,241,108.95
April 30, 2022	\$ -	\$ -	\$ -	\$ 11,241,108.95
May 31, 2022	\$ -	\$ -	\$ -	\$ 11,241,108.95
June 30, 2022	\$ -	\$ -	\$ -	\$ 11,241,108.95

L.A.I.F. INCOME SUMMARY

CURRENT QUARTER FY YEAR-TO-DATE

INCOME RECEIVED

\$ - \$ 10,522.50



Fiscal Year 2021-22 Detail Budget Status

The revenue and expense budget status for the 2021-22 Fiscal Year is provided for your review.

Questions or Comments

If you have any questions about a particular budget account, please do not hesitate to contact the Chief Financial Officer directly. If you need additional information, the members of the Administrative Department would be happy to provide you with any detailed information you may desire.

Summary of Revenue Budget As of August 31, 2021 (17% of Budget Cycle)				
Division	Current Month	Year-to-Date	Budget Amount	Percentage
Water	\$ 1,341,245	\$ 3,161,348	\$ 17,274,066	18.30%
Sewer	\$ 1,052,968	\$ 2,110,833	\$ 13,136,249	16.07%
Recycled Water	\$ 183,214	\$ 345,863	\$ 1,357,175	25.48%
District Revenue	\$ 2,577,427	\$ 5,618,044	\$ 31,767,490	17.68%

Summary of Water Budget vs. Expenses As of August 31, 2021 (17% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Water Resources	\$ 158,761	\$ 676,152	\$ 5,500,564	12.29%
Public Works	\$ 182,194	\$ 389,483	\$ 3,334,949	11.68%
Administration	\$ 145,885	\$ 444,918	\$ 2,736,004	16.26%
Long Term Debt	\$ 1,805,931	\$ 1,805,931	\$ 2,296,063	78.65%
Asset Acquisition	\$ -	\$ -	\$ 3,406,486	0.00%
TOTAL	\$ 2,292,771	\$ 3,316,485	\$ 17,274,066	19.20%

Summary of Sewer Budget vs. Expenses As of August 31, 2021 (17% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Treatment	\$ 231,460	\$ 451,465	\$ 4,643,308	9.72%
Administration	\$ 135,675	\$ 673,638	\$ 2,579,815	26.11%
Environmental Control	\$ 93,090	\$ 217,258	\$ 1,394,057	15.58%
Long Term Debt	\$ -	\$ -	\$ 3,998,869	0.00%
Asset Acquisition	\$ -	\$ -	\$ 520,200	0.00%
TOTAL	\$ 460,226	\$ 1,342,361	\$ 13,136,249	10.22%

Summary of Recycled Water Budget vs. Expenses As of August 31, 2021 (17% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Administration	\$ 84,249	\$ 188,459	\$ 1,357,175	13.89%
TOTAL	\$ 84,249	\$ 188,459	\$ 1,357,175	13.89%
District Expenses	\$ 2,837,246	\$ 4,847,305	\$ 31,767,490	15.26%

FY 2021-22 Water Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
02-400-40010	Sales-Water & Non Potable	\$ 5,940,677	\$ 880,683	\$ 1,689,460	28.44%
02-400-40011	Sales-Construction Water	\$ 104,040	\$ 1,370	\$ 12,565	12.08%
02-400-40012	Sales-Imported Water-SGPWA	\$ 265,225	\$ 41,604	\$ 74,440	28.07%
02-400-40013	Sales-Imported Water-MUNI	\$ 901,765	\$ 101,429	\$ 195,484	21.68%
02-400-40014	Sales-Disc (Multi Unit) Commdy	\$ (110,000)	\$ (12,168)	\$ (24,025)	21.84%
02-400-40015	Sales-Wholesale Water	\$ 212,180	\$ 18,941	\$ 38,132	17.97%
02-400-40016	Sales-Establish Service Fee	\$ 6,242	\$ 25	\$ 100	1.60%
02-400-40017	Sales-Excess Drinking Water	\$ 587,062	\$ 42,107	\$ 78,901	13.44%
02-400-40018	Sales-Infrastructure	\$ 1,399,377	\$ 204,658	\$ 394,555	28.20%
02-400-41000	Sales-Service Demand Charges	\$ 4,017,585	\$ 335,796	\$ 671,080	16.70%
02-400-41001	Sales-Fire Srv Standby Fees	\$ 41,616	\$ 5,377	\$ 10,813	25.98%
02-400-41003	Sales-Const Water Minimum Chg	\$ 5,202	\$ 273	\$ 564	10.85%
02-400-41005	Sales-Disc (Multi Units)-SC	\$ (121,838)	\$ (12,402)	\$ (24,804)	20.36%
02-400-41010	Unauthorized Use of Water Chrg	\$ 2,081	\$ -	\$ -	0.00%
02-400-41110	Meter/Lateral Installation	\$ 104,040	\$ 2,793	\$ 2,793	2.68%
02-400-41112	Fire Flow Test Fees	\$ 4,682	\$ 750	\$ 900	19.22%
02-400-41113	Disconnect & Reconnect Fees	\$ 106,090	\$ -	\$ -	0.00%
02-400-41121	Delinquent Payment Charges	\$ 143,222	\$ -	\$ -	0.00%
02-400-41124	Bad Debt Write-Off & Recovery	\$ (20,808)	\$ -	\$ -	0.00%
02-421-42122	Revenue - Other, Operating	\$ -	\$ 145	\$ 145	N/A
02-421-42123	Admin, Management & Acctg Fees	\$ 210,681	\$ 17,557	\$ 35,114	16.67%
02-430-43010	Interest Earned	\$ 25,000	\$ -	\$ -	0.00%
02-431-43110	Property Tax - Unsecured	\$ -	\$ -	\$ -	N/A
02-431-43120	Property Tax - Secured	\$ 3,346,943	\$ -	\$ -	0.00%
02-431-43130	Tax Collection - Prior	\$ -	\$ -	\$ -	N/A
02-431-43140	Taxes - Other	\$ -	\$ -	\$ -	N/A
02-491-49110	Rental Income	\$ 3,001	\$ -	\$ -	0.00%
02-491-49150	Revenue - Misc Non-Operating	\$ 25,001	\$ (287,695)	\$ 5,131	20.52%
	WATER OPERATING REVENUE	\$ 17,199,066	\$ 1,341,245	\$ 3,161,348	18.38%
	Transfer - Reserve Fund	\$ -		\$ -	
02-480-48002	Grants	\$ 75,000	\$ -	\$ -	0.00%
02-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ 13,478	\$ 119,289	N/A
02-480-48902	Contrib Cap-Sustainability	\$ -	\$ 881	\$ 881	N/A
	TOTAL WATER REVENUE	\$ 17,274,066	\$ 1,355,603	\$ 3,281,518	19.00%

NOTE: Plan check & inspection fees to 02-42122

FY 2021-22 Sewer Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
03-400-40016	Sales-Establish Service Fee	\$ 520	\$ -	\$ -	0.00%
03-400-41000	Sales-Sewer Charges	\$ 12,750,661	\$ 1,070,455	\$ 2,131,375	16.72%
03-400-41005	Sales-Disc (Multi Units)-SC	\$ (200,000)	\$ (17,486)	\$ (34,972)	17.49%
03-400-41110	Meter/Lateral Installation	\$ 15,075	\$ -	\$ 2,500	16.58%
03-400-41121	Penalty - Late Charges	\$ 127,513	\$ -	\$ -	0.00%
03-400-41124	Bad Debt Write-Off & Recovery	\$ (15,150)	\$ -	\$ -	0.00%
03-400-41131	Front Footage Fees	\$ 56,106	\$ -	\$ 11,750	20.94%
03-421-42122	Revenue - Other, Operating	\$ 2,040	\$ -	\$ 180	8.82%
03-430-43010	Interest Earned	\$ 25,000	\$ -	\$ -	0.00%
03-431-43110	Property Tax - Unsecured	\$ -	\$ -	\$ -	N/A
03-431-43120	Property Tax - Secured	\$ 371,883	\$ -	\$ -	0.00%
03-431-43130	Tax Collection - Prior	\$ -	\$ -	\$ -	N/A
03-431-43140	Taxes - Other	\$ -	\$ -	\$ -	N/A
03-491-49150	Revenue - Misc Non-Operating	\$ 2,601	\$ -	\$ -	0.00%
	SEWER OPERATING REVENUE	\$ 13,136,249	\$ 1,052,968	\$ 2,110,833	16.07%
03-480-48002	Grants	\$ -	\$ -	\$ -	N/A
03-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ -	\$ 27,951	N/A
03-480-48905	Contrib Cap-Infrastructure	\$ -	\$ -	\$ 3,600	N/A
	TOTAL SEWER REVENUE	\$ 13,136,249	\$ 1,052,968	\$ 2,142,385	16.31%

FY 2021-22 Recycled Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
04-400-40010	Sales-Water & Non Potable	\$ 1,000,000	\$ 143,801	\$ 269,942	26.99%
04-400-40011	Sales-Construction Water	\$ 10,180	\$ -	\$ -	0.00%
04-400-40017	Sales-Excess Drinking Water	\$ 25,000	\$ 7,933	\$ 14,831	59.33%
04-400-40018	Sales-Infrastructure	\$ 74,755	\$ 12,801	\$ 24,172	32.33%
04-400-41000	Sales-Service Demand Charges	\$ 188,897	\$ 18,280	\$ 36,300	19.22%
04-400-41003	Sales-Const Water Minimum Chg	\$ 823	\$ 181	\$ 327	39.70%
04-400-41110	Meter/Lateral Installation	\$ 50,000	\$ -	\$ -	0.00%
04-400-41121	Penalty - Late Charges	\$ 2,010	\$ -	\$ -	0.00%
04-400-41122	Revenue - Other, Operating	\$ 510	\$ 218	\$ 291	57.04%
04-430-43010	Interest Earned	\$ 5,000	\$ -	\$ -	0.00%
04-431-43110	Property Tax - Unsecured	\$ -	\$ -	\$ -	N/A
04-431-43120	Property Tax - Secured	\$ -	\$ -	\$ -	N/A
04-431-43130	Tax Collection - Prior	\$ -	\$ -	\$ -	N/A
04-431-43140	Taxes - Other	\$ -	\$ -	\$ -	N/A
04-491-49150	Revenue-Misc Non-Operating	\$ -	\$ -	\$ -	N/A
	RECYCLED OPERATING REVENUE	\$ 1,357,175	\$ 183,214	\$ 345,863	25.48%
04-480-48002	Grants	\$ -	\$ -	\$ -	N/A
04-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ -	\$ -	N/A
	TOTAL RECYCLED REVENUE	\$ 1,357,175	\$ 183,214	\$ 345,863	25.48%

FY 2021-22 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
02-501-50009	Labor - Overtime	\$ 49,944	\$ 4,395	\$ 6,113	12.24%
02-501-50010	Labor	\$ 1,046,041	\$ 89,173	\$ 173,082	16.55%
02-501-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
02-501-50013	Benefits-FICA	\$ 100,270	\$ 7,678	\$ 14,655	14.62%
02-501-50014	Benefits-Life Insurance	\$ 3,863	\$ 133	\$ 273	7.07%
02-501-50016	Benefits-Health & Def Comp	\$ 212,989	\$ 20,358	\$ 41,228	19.36%
02-501-50017	Benefits-Disability Insurance	\$ 23,332	\$ 1,340	\$ 2,680	11.49%
02-501-50019	Benefits-Workers Compensation	\$ 69,237	\$ -	\$ 3,815	5.51%
02-501-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-501-50022	Benefits-PERS Employer	\$ 77,054	\$ 5,730	\$ 11,468	14.88%
02-501-50023	Benefits-Uniforms	\$ 5,346	\$ 92	\$ 244	4.57%
02-501-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-501-50025	Benefits-Boots & Incentives	\$ 8,700	\$ -	\$ -	0.00%
02-501-51003	R&M - Structures	\$ 312,120	\$ 105	\$ 4,852	1.55%
02-501-51011	R&M - Valves	\$ 20,808	\$ -	\$ 6,049	29.07%
02-501-51115	Laboratory Supplies	\$ 2,601	\$ -	\$ -	0.00%
02-501-51140	General Supplies & Expenses	\$ 16,000	\$ -	\$ 3,590	22.44%
02-501-51210	Power Purchases	\$ 1,750,000	\$ -	\$ 267,148	15.27%
02-501-51211	Electricity & Fuel	\$ 5,202	\$ -	\$ 459	8.83%
02-501-51316	Supplemental Source of Supply	\$ 1,096,608	\$ -	\$ 76,008	6.93%
02-501-54012	Education & Training	\$ 7,303	\$ -	\$ -	0.00%
02-501-54019	Licenses & Permits	\$ 67,626	\$ -	\$ -	0.00%
02-501-54025	Telephone & Internet	\$ 3,300	\$ 304	\$ 304	9.21%
02-501-54110	Laboratory Services	\$ 50,000	\$ -	\$ -	0.00%
02-501-57040	YVRWFF-Crystal Creek Exp	\$ 572,220	\$ 33,847	\$ 64,182	11.22%
	WATER RESOURCE TOTALS	\$ 5,500,564	\$ 158,761	\$ 676,152	12.29%
02-503-50009	Labor - Overtime	\$ 64,914	\$ 3,684	\$ 11,810	18.19%
02-503-50010	Labor	\$ 1,651,642	\$ 112,298	\$ 230,250	13.94%
02-503-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
02-503-50013	Benefits-FICA	\$ 166,099	\$ 9,370	\$ 19,473	11.72%
02-503-50014	Benefits-Life Insurance	\$ 7,773	\$ 268	\$ 535	6.88%
02-503-50016	Benefits-Health & Def Comp	\$ 451,925	\$ 39,664	\$ 77,883	17.23%
02-503-50017	Benefits-Disability Insurance	\$ 38,646	\$ 1,849	\$ 3,816	9.87%
02-503-50019	Benefits-Workers Compensation	\$ 12,551	\$ -	\$ 3,815	30.40%
02-503-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-503-50022	Benefits-PERS Employer	\$ 123,505	\$ 8,252	\$ 16,813	13.61%
02-503-50023	Benefits-Uniforms	\$ 12,012	\$ 493	\$ 1,039	8.65%
02-503-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-503-50025	Benefits-Boots & Incentives	\$ 18,503	\$ -	\$ -	0.00%
02-503-51001	R&M - Vehicles & Equipment	\$ 275,000	\$ 5,286	\$ 13,141	4.78%
02-503-51011	R&M - Valves	\$ 5,202	\$ -	\$ -	0.00%
02-503-51020	R&M - Pipelines	\$ 208,080	\$ 84	\$ 308	0.15%

FY 2021-22 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
02-503-51021	R&M - Service Lines	\$ 99,878	\$ 517	\$ 786	0.79%
02-503-51022	R&M - Fire Hydrants	\$ 52,020	\$ 548	\$ 860	1.65%
02-503-51029	Repair & Maintenance-Backflow	\$ 67,626	\$ 2,980	\$ 8,095	11.97%
02-503-51030	R&M - Meters	\$ 31,212	\$ 193	\$ 466	1.49%
02-503-51031	R&M - Fire Flow Testing	\$ 26,010	\$ -	\$ -	0.00%
02-503-51092	Equipment Credits	\$ -	\$ -	\$ -	N/A
02-503-51140	General Supplies & Expenses	\$ 3,121	\$ -	\$ -	0.00%
02-503-54012	Education & Training	\$ 15,230	\$ -	\$ -	0.00%
02-503-54025	Telephone & Internet	\$ 4,000	\$ 392	\$ 392	9.80%
	PUBLIC WORKS TOTALS	\$ 3,334,949	\$ 182,194	\$ 389,483	11.68%
02-506-50009	Labor - Overtime	\$ 5,736	\$ 1,009	\$ 1,192	20.79%
02-506-50010	Labor	\$ 601,289	\$ 47,157	\$ 94,426	15.70%
02-506-50011	Labor - Credit	\$ -	\$ 3,290	\$ 3,290	N/A
02-506-50012	Director Fees	\$ 20,000	\$ 2,196	\$ 2,196	10.98%
02-506-50013	Benefits-FICA	\$ 60,066	\$ 3,826	\$ 7,493	12.47%
02-506-50014	Benefits-Life Insurance	\$ 2,839	\$ 81	\$ 163	5.73%
02-506-50016	Benefits-Health & Def Comp	\$ 156,292	\$ 15,890	\$ 29,865	19.11%
02-506-50017	Benefits-Disability Insurance	\$ 13,978	\$ 631	\$ 1,329	9.51%
02-506-50019	Benefits-Workers Compensation	\$ 3,653	\$ -	\$ 1,800	49.27%
02-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-506-50022	Benefits-PERS Employer	\$ 49,910	\$ 4,148	\$ 7,981	15.99%
02-506-50023	Benefits-Uniforms	\$ -	\$ 106	\$ 363	N/A
02-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-506-50025	Benefits-Boots & Incentives	\$ 2,619	\$ -	\$ -	0.00%
02-506-51003	R&M - Structures	\$ 36,414	\$ 1,121	\$ 1,404	3.86%
02-506-51091	Expense Credits (overhead)	\$ -	\$ -	\$ -	N/A
02-506-51120	Safety Equipment & Supplies	\$ 26,010	\$ 1,709	\$ 3,369	12.95%
02-506-51125	Petroleum Products	\$ 156,060	\$ 11,932	\$ 28,664	18.37%
02-506-51130	Office Supplies & Expenses	\$ 36,414	\$ 2,216	\$ 2,640	7.25%
02-506-51140	General Supplies & Expenses	\$ 41,616	\$ 1,138	\$ 3,384	8.13%
02-506-51199	Disaster Repairs & Incidences	\$ -	\$ 260	\$ 260	N/A
02-506-51211	Utilities - Electricity	\$ 33,293	\$ -	\$ 5,567	16.72%
02-506-51213	Utilities - Natural Gas	\$ 2,081	\$ 41	\$ 85	4.11%
02-506-54002	Dues & Subscriptions	\$ 31,212	\$ 811	\$ 1,195	3.83%
02-506-54005	Computer Expenses	\$ 150,858	\$ 5,810	\$ 16,129	10.69%
02-506-54010	Postage	\$ 10,404	\$ 298	\$ 467	4.49%
02-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
02-506-54012	Education & Training	\$ 20,808	\$ 117	\$ 233	1.12%
02-506-54013	Utility Billing Expenses	\$ 232,000	\$ 20,069	\$ 39,806	17.16%
02-506-54014	Public Relations	\$ 13,500	\$ -	\$ 204	1.51%
02-506-54016	Travel Related Expenses	\$ 7,803	\$ -	\$ -	0.00%
02-506-54017	Certifications & Renewals	\$ 12,485	\$ 60	\$ 461	3.69%
02-506-54020	Meeting Related Expenses	\$ 5,000	\$ 289	\$ 558	11.17%
02-506-54022	Utilities - YVWD Services	\$ 100,000	\$ -	\$ 6,695	6.70%

FY 2021-22 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
02-506-54024	Waste Disposal	\$ 9,000	\$ -	\$ 455	5.06%
02-506-54025	Telephone & Internet	\$ 46,818	\$ 3,037	\$ 7,194	15.36%
02-506-54099	Conservation & Rebates	\$ 10,000	\$ -	\$ 1,131	11.31%
02-506-54104	Contractual Services	\$ 198,000	\$ 5,025	\$ 23,480	11.86%
02-506-54107	Legal	\$ 31,212	\$ -	\$ 98,223	314.70%
02-506-54108	Audit & Accounting	\$ 15,606	\$ -	\$ -	0.00%
02-506-54109	Professional Fees	\$ 171,666	\$ -	\$ 27,033	15.75%
02-506-55500	Depreciation	\$ 208,080	\$ -	\$ -	0.00%
02-506-56001	Insurance	\$ 104,040	\$ 10,718	\$ 21,436	20.60%
02-506-57030	Regulatory Compliance	\$ 36,414	\$ 3,911	\$ 4,746	13.03%
02-506-57090	Election Related Expenses	\$ -	\$ -	\$ -	N/A
02-506-57095	Yucaipa SGMA	\$ 10,404	\$ -	\$ -	0.00%
02-506-57096	Beaumont Basin Watermaster	\$ 41,616	\$ -	\$ -	0.00%
02-506-57097	San Timoteo SGMA	\$ 5,202	\$ -	\$ -	0.00%
02-506-57098	Bunker Hill GSC	\$ 15,606	\$ -	\$ -	0.00%
02-506-57199	Suspense	\$ -	\$ -	\$ -	
	ADMINISTRATION TOTALS	\$ 2,736,004	\$ 145,885	\$ 444,918	16.26%
02-540-57201	Series 2015A Principal	\$ 1,290,000	\$ 1,290,000	\$ 1,290,000	100.00%
02-540-57402	Interest - Bond Repayment	\$ 1,006,063	\$ 515,931	\$ 515,931	51.28%
	40 - Debt	\$ 2,296,063	\$ 1,805,931	\$ 1,805,931	78.65%
02-540-57001	Asset Acq. - Water Dept	\$ -	\$ -	\$ -	--
02-540-57003	Asset Acq. - US Dept	\$ -	\$ -	\$ -	--
02-540-57006	Asset Acq. - Admin Dept	\$ -	\$ -	\$ -	--
02-540-57807	Infrastructure Replacement Fnd	\$ 3,406,486	\$ -	\$ -	0.00%
	40 - Capital Outlay	\$ 3,406,486	\$ -	\$ -	0.00%
	TOTAL WATER EXPENSES	\$ 17,274,066	\$ 2,292,771	\$ 3,316,485	19.20%

FY 2021-22 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
03-502-50009	Labor - Overtime	\$ 40,931	\$ 4,395	\$ 6,113	14.94%
03-502-50010	Labor	\$ 1,085,874	\$ 91,976	\$ 165,253	15.22%
03-502-50013	Benefits-FICA	\$ 102,965	\$ 7,872	\$ 14,156	13.75%
03-502-50014	Benefits-Life Insurance	\$ 3,927	\$ 138	\$ 288	7.32%
03-502-50016	Benefits-Health & Def Comp	\$ 217,552	\$ 20,365	\$ 40,137	18.45%
03-502-50017	Benefits-Disability Insurance	\$ 23,959	\$ 1,388	\$ 2,570	10.73%
03-502-50019	Benefits-Workers Compensatn	\$ 70,571	\$ -	\$ 2,571	3.64%
03-502-50021	Benefits-PERS Employee	\$ -	\$ -	\$ (633)	N/A
03-502-50022	Benefits-PERS Employer	\$ 77,743	\$ 5,795	\$ 10,858	13.97%
03-502-50023	Benefits-Uniforms	\$ 5,874	\$ 220	\$ 520	8.86%
03-502-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
03-502-50025	Benefits-Boots & Incentives	\$ 7,590	\$ -	\$ -	0.00%
03-502-51003	R&M - Structures	\$ 364,140	\$ 47,787	\$ 85,634	23.52%
03-502-51010	R&M - Automation Control	\$ 67,626	\$ -	\$ 6,008	8.88%
03-502-51106	Chemicals	\$ 755,000	\$ 47,531	\$ 98,407	13.03%
03-502-51111	Propane	\$ 520	\$ 3,541	\$ 3,541	680.95%
03-502-51115	Laboratory Supplies	\$ 31,212	\$ 83	\$ 83	0.27%
03-502-51140	General Supplies & Expenses	\$ 18,000	\$ -	\$ 3,184	17.69%
03-502-51210	Utilities - Power Purchases	\$ 1,013,372	\$ -	\$ 79,646	7.86%
03-502-54012	Education & Training	\$ 7,566	\$ -	\$ -	0.00%
03-502-54025	Telephone & Internet	\$ 5,000	\$ 368	\$ 368	7.36%
03-502-54110	Laboratory Services	\$ 88,434	\$ -	\$ 10,770	12.18%
03-502-57031	Sewage Waste Disposal-Solids	\$ 239,292	\$ -	\$ 25,552	10.68%
03-502-57034	Brineline Operating Expenses	\$ 416,160	\$ -	\$ (103,562)	-24.89%
	TREATMENT TOTALS	\$ 4,643,308	\$ 231,460	\$ 451,465	9.72%
03-506-50009	Labor - Overtime	\$ 5,736	\$ 1,009	\$ 1,209	21.08%
03-506-50010	Labor	\$ 601,289	\$ 47,157	\$ 91,384	15.20%
03-506-50011	Labor - Credit	\$ -	\$ 2,935	\$ 2,935	N/A
03-506-50012	Director Fees	\$ 20,000	\$ 2,196	\$ 2,196	10.98%
03-506-50013	Benefits-FICA	\$ 60,028	\$ 3,826	\$ 7,042	11.73%
03-506-50014	Benefits-Life Insurance	\$ 2,839	\$ 81	\$ 170	5.99%
03-506-50016	Benefits-Health & Def Comp	\$ 155,786	\$ 16,835	\$ 31,677	20.33%
03-506-50017	Benefits Disability Insurane	\$ 13,969	\$ 631	\$ 1,108	7.94%
03-506-50019	Benefits-Workers Compensation	\$ 5,861	\$ -	\$ 1,200	20.47%
03-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ (366)	N/A
03-506-50022	Benefits-PERS Employer	\$ 49,910	\$ 4,148	\$ 304,278	609.65%
03-506-50023	Benefits-Uniforms	\$ -	\$ -	\$ -	N/A
03-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
03-506-50025	Benefits-Boots & Incentives	\$ 2,619	\$ -	\$ -	0.00%
03-506-50055	Pension Expense-GASB 68	\$ -	\$ -	\$ -	N/A
03-506-51120	Safety Equipment & Supplies	\$ 9,884	\$ 702	\$ 1,088	11.01%
03-506-51125	Petroleum Products	\$ 24,970	\$ 3,724	\$ 6,141	24.59%
03-506-51130	Office Supplies & Expenses	\$ 7,283	\$ 586	\$ 821	11.28%
03-506-51140	General Supplies & Expenses	\$ 5,000	\$ 757	\$ 1,140	22.80%
03-506-51199	Disaster Repairs & Incidences	\$ -	\$ -	\$ -	N/A

FY 2021-22 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
03-506-54002	Dues & Subscriptions	\$ 31,212	\$ 43	\$ 390	1.25%
03-506-54003	Management & Admin Services	\$ 210,681	\$ 17,557	\$ 34,769	16.50%
03-506-54005	Computer Expenses	\$ 124,848	\$ 2,901	\$ 10,287	8.24%
03-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
03-506-54012	Education & Training	\$ 20,400	\$ 216	\$ 472	2.31%
03-506-54014	Public Relations	\$ 26,010	\$ -	\$ -	0.00%
03-506-54016	Travel Related Expenses	\$ 10,404	\$ 1,589	\$ 1,589	15.28%
03-506-54017	Certifications & Renewals	\$ 10,200	\$ 495	\$ 495	4.85%
03-506-54019	Licenses & Permits	\$ 72,828	\$ -	\$ -	0.00%
03-506-54020	Meeting Related Expenses	\$ 5,202	\$ 313	\$ 313	6.01%
03-506-54022	Utilities - YVWD Services	\$ 500,000	\$ -	\$ 50,967	10.19%
03-506-54024	Waste Disposal	\$ 40,000	\$ -	\$ 1,333	3.33%
03-506-54025	Telephone & Internet	\$ 52,020	\$ 4,945	\$ 9,811	18.86%
03-506-54030	Drinking Water	\$ -	\$ -	\$ -	N/A
03-506-54104	Contractual Services	\$ 47,858	\$ 3,129	\$ 17,281	36.11%
03-506-54107	Legal	\$ 31,212	\$ -	\$ 2,118	6.78%
03-506-54108	Audit & Accounting	\$ 15,606	\$ -	\$ -	0.00%
03-506-54109	Professional Fees	\$ 208,080	\$ -	\$ 49,919	23.99%
03-506-55500	Depreciation	\$ -	\$ -	\$ -	N/A
03-506-56001	Insurance	\$ 135,252	\$ 14,463	\$ 26,927	19.91%
03-506-57030	Regulatory Compliance	\$ 72,828	\$ 5,438	\$ 14,943	20.52%
	ADMINISTRATION TOTALS	\$ 2,579,815	\$ 135,675	\$ 673,638	26.11%
03-507-50009	Labor - Overtime	\$ 26,886	\$ 2,257	\$ 3,858	14.35%
03-507-50010	Labor	\$ 638,741	\$ 46,201	\$ 86,400	13.53%
03-507-50011	Labor - Credit	\$ -	\$ -	\$ -	0.00%
03-507-50013	Benefits-FICA	\$ 64,062	\$ 3,878	\$ 7,220	11.27%
03-507-50014	Benefits-Life Insurance	\$ 2,916	\$ 103	\$ 204	6.99%
03-507-50016	Benefits-Health & Def Comp	\$ 170,859	\$ 14,849	\$ 28,143	16.47%
03-507-50017	Benefits-Disability Insurance	\$ 14,907	\$ 760	\$ 1,352	9.07%
03-507-50019	Benefits-Workers Compensatio	\$ 15,250	\$ -	\$ 2,571	16.86%
03-507-50021	Benefits-PERS Employee	\$ -	\$ -	\$ (332)	N/A
03-507-50022	Benefit-PERS Employer	\$ 50,520	\$ 3,539	\$ 6,692	13.25%
03-507-50023	Benefits-Uniforms	\$ 4,092	\$ 146	\$ 343	8.39%
03-507-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
03-507-50025	Benefits-Boots & Incentives	\$ 7,642	\$ -	\$ -	0.00%
03-507-51003	Sewer Pipeline & Facilities	\$ 250,002	\$ 21,205	\$ 46,306	18.52%
03-507-51140	General Supplies & Expenses	\$ 502	\$ -	\$ -	0.00%
03-507-51241	Lift Station #1	\$ 52,502	\$ -	\$ 20,061	38.21%
03-507-51242	Lift Station #2	\$ 18,002	\$ -	\$ 1,508	8.38%
03-507-51243	Lift Station #3	\$ 3,202	\$ -	\$ 131	4.10%
03-507-51244	Lift Station #4	\$ 9,502	\$ -	\$ 2,156	22.69%
03-507-51246	Lift Station #6	\$ 5,002	\$ -	\$ 623	12.46%

FY 2021-22 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
03-507-51248	Lift Station #8	\$ 2,502	\$ -	\$ 62	2.49%
03-507-54012	Education & Training	\$ 5,428	\$ -	\$ -	0.00%
03-507-54025	Telephone & Internet	\$ 1,536	\$ 152	\$ 152	9.90%
03-507-54111	Pretreatment	\$ 50,002	\$ -	\$ 9,806	19.61%
	ENVIRONMENTAL CONTROL TOTAL	\$ 1,394,057	\$ 93,090	\$ 217,258	15.58%
03-540-57202	SRF Principal - WWTP	\$ 2,418,402	\$ -	\$ -	0.00%
03-540-57203	SRF Principal - Brineline	\$ 471,609	\$ -	\$ -	0.00%
03-540-57204	SRF Principal - Wise	\$ 142,676	\$ -	\$ -	0.00%
03-540-57205	SRF Principal - R 10.3	\$ 41,803	\$ -	\$ -	0.00%
03-540-57206	SRF Principal - Crow St	\$ 16,346	\$ -	\$ -	0.00%
03-540-57403	Interest - Long Term Debt	\$ 908,033	\$ -	\$ -	0.00%
	40 - Debt	\$ 3,998,869	\$ -	\$ -	0.00%
03-540-57002	Asset Acq. - Treatment Dept	\$ -	\$ -	\$ -	N/A
03-540-57006	Asset Acq. - Admin Dept	\$ -	\$ -	\$ -	N/A
03-540-57007	Asset Acq. - EC Dept	\$ -	\$ -	\$ -	N/A
03-540-57807	Infrastructure Replacement Fnd	\$ 520,200	\$ -	\$ -	0.00%
	40 - Capital Outlay	\$ 520,200	\$ -	\$ -	0.00%
	TOTAL SEWER EXPENSES	\$ 13,136,249	\$ 460,226	\$ 1,342,361	10.22%

FY 2021-22 Recycled Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '21	Year to Date	%
04-506-50009	Labor - Overtime	\$ 21,428	\$ 709	\$ 1,869	8.72%
04-506-50010	Labor	\$ 701,675	\$ 53,466	\$ 108,464	15.46%
04-506-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
04-506-50012	Director Fees	\$ -	\$ -	\$ -	N/A
04-506-50013	Benefits-FICA	\$ 67,679	\$ 4,271	\$ 8,722	12.89%
04-506-50014	Benefits-Life Insurance	\$ 2,654	\$ 97	\$ 194	7.31%
04-506-50016	Benefits-Health & Def Comp	\$ 160,108	\$ 15,677	\$ 30,699	19.17%
04-506-50017	Benefits-Disability Insurance	\$ 15,747	\$ 815	\$ 1,664	10.56%
04-506-50019	Benefits-Workers Compensation	\$ 10,862	\$ -	\$ 1,800	16.57%
04-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
04-506-50022	Benefits-PERS Employer	\$ 57,041	\$ 4,343	\$ 8,660	15.18%
04-506-50023	Benfits-Uniforms	\$ 1,716	\$ 28	\$ 62	3.63%
04-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
04-506-50025	Benefits-Boots & Incentives	\$ 7,654	\$ -	\$ -	0.00%
04-506-51003	R&M - Structures	\$ 15,606	\$ -	\$ -	0.00%
04-506-51011	R&M - Valves	\$ 24,000	\$ -	\$ -	0.00%
04-506-51020	R&M - Pipelines	\$ 24,000	\$ -	\$ -	0.00%
04-506-51021	R&M - Service Lines	\$ 2,081	\$ -	\$ -	0.00%
04-506-51022	R&M - Fire Hydrants	\$ 2,081	\$ -	\$ -	0.00%
04-506-51030	R&M - Meters	\$ 1,561	\$ -	\$ -	0.00%
04-506-51140	General Supplies & Expenses	\$ 3,121	\$ 34	\$ 832	26.65%
04-506-51210	Utilities - Power Purchases	\$ 99,735	\$ -	\$ 13,993	14.03%
04-506-54002	Dues & Subscriptions	\$ 3,121	\$ 10	\$ 10	0.30%
04-506-54005	Computer Expenses	\$ 5,202	\$ 1,727	\$ 1,803	34.66%
04-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
04-506-54012	Education & Training	\$ 3,641	\$ 117	\$ 233	6.41%
04-506-54014	Public Relations	\$ 4,370	\$ -	\$ -	0.00%
04-506-54016	Travel Related Expenses	\$ 1,040	\$ -	\$ -	0.00%
04-506-54017	Certifications & Renewals	\$ 520	\$ -	\$ -	0.00%
04-506-54019	Licenses & Permits	\$ 14,000	\$ -	\$ -	0.00%
04-506-54020	Meeting Related Expenses	\$ 1,457	\$ 40	\$ 92	6.29%
04-506-54022	Utilities - YVWD Services	\$ 13,005	\$ -	\$ 938	7.21%
04-506-54025	Telephone & Internet	\$ 1,457	\$ 120	\$ 209	14.37%
04-506-54104	Contractual Services	\$ 30,000	\$ 415	\$ 3,402	11.34%
04-506-54107	Legal	\$ 520	\$ -	\$ -	0.00%
04-506-54108	Audit & Accounting	\$ 6,800	\$ -	\$ -	0.00%
04-506-54109	Professional Fees	\$ 20,000	\$ -	\$ -	0.00%
04-506-54110	Laboratory Services	\$ -	\$ -	\$ -	N/A
04-506-55500	Depreciation	\$ -	\$ -	\$ -	N/A
04-5-06-56001	Insurance	\$ 26,010	\$ 2,382	\$ 4,763	18.31%
04-5-06-57030	Regulatory Compliance	\$ 6,763	\$ -	\$ 50	0.74%
04-5-06-57040	Environmental Compliance	\$ 520	\$ -	\$ -	0.00%
	TOTAL RECYCLED EXPENSES	\$ 1,357,175	\$ 84,249	\$ 188,459	13.89%

**Date:** September 7, 2021**Task:** 98421**Prepared By:** Madeline Blua, Water Resource Specialist
Jennifer Ares, Water Resource Manager**Subject:** Discussion Regarding the Water Conservation Rebate Program**Recommendation:** That the Board approve the proposed changes to the Rebate Program.

In 2019, the Board authorized staff to implement the Water Conservation Program for District customers with an annual \$20,000 budget. Typically, the District has dispersed only several hundred dollars in rebates to customers every fiscal year.

Fiscal Year	Dollars Spent on Customer Rebates
2018-2019	\$200
2019-2020	\$450
2020-2021	\$500

To further expand our rebate program, District staff researched additional water conservation devices which included quantifying water savings and cost of each rebate. The following water savings devices are recommended for customer rebates:

Device		Estimated Annual Water Saved (gallons)	District Rebate Amount	Annual Gallons Saved per District Dollar Spent
Current Rebates	Weather Based Irrigation Controller	20,000	\$50	400
	Rain Barrel	Variable	\$50	variable
	Recirculating Pump	Variable	\$100	variable
Additional Rebates	Rotating Sprinkler Nozzle	22,000	\$3 (max 15 nozzles)	440
	Shower Head	2,700	\$30	90
	Pool Cover	20,000	\$50	400

The state-wide drought and the implementation of our stage 2 Water Shortage Contingency Plan has piqued customer interest in rebates. Along with the rebates currently offered, rotating sprinkler heads, shower heads, and pool covers render the most gallons saved for each District dollar spent and require little staff time to implement. Additionally, San Bernardino Valley Municipal Water District has been a valuable partner through supporting retailer's various water conservation programs by providing a 25% reimbursement for all rebates.



Date: September 7, 2021

Task: N/A

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Discussion Regarding the Revision to the Personnel Manual Language Regarding Holiday Time Accrued

Recommendation: That, by minute order, the Board approve the proposed exception to the Personnel Manual for November and December 2021.

On March 16, 2021, the Board of Directors adopted the District Personnel Manual [Director Memorandum 21-052] with specific language related to Holiday Pay (page 15) which states:

"If a holiday occurs on the employee's scheduled day off, that day is still considered to be a day off, and the employee receives the accrued holiday leave (at straight time) as part of their leave balances...All holiday leave accrued must be approved and utilized by December 31st of the same year."

In calendar year 2021, the Christmas Eve Holiday falls on a Friday and Christmas Day on a Saturday when most District employees are scheduled off. As a result, this would result in logistical difficulties with many employees needing to use that accrued holiday time within 4 working days of the fiscal year ending.

For calendar year 2021, District Management recommends allowing District employees to use both the Thanksgiving holidays as well as the Christmas holidays anytime within the month of November and December 2021. This would result in employees being able to use their holiday time prior to the actual accrual if they are expected to be scheduled off on the holidays.

If an employee uses the holiday accrual in error, the employee would be required to use their own leave time (excluding sick leave) or receive time off without pay.

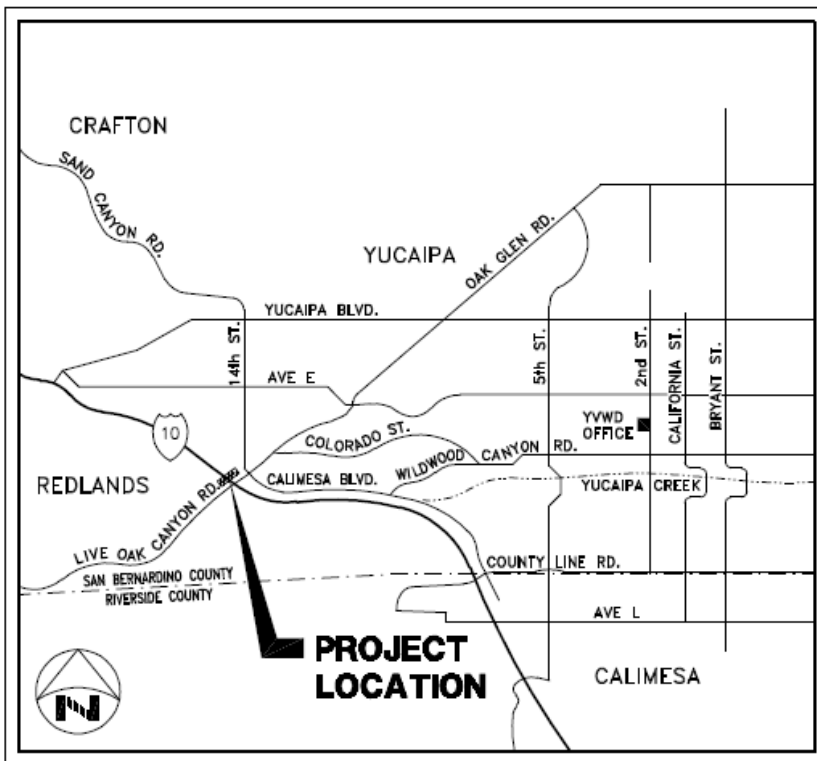
**Date:** September 7, 2021**Task:** 81883**Prepared By:** Matthew Porras, Implementation Manager**Subject:** Award of a Construction Contract to E.J. Meyer for the Interstate 10 Dunlap Sewer Crossing Project**Recommendation:** That the Board authorize the General Manager to award a construction contract for the Interstate 10 Dunlap Sewer Crossing Project to EJ Meyer Company for a sum not to exceed \$959,999.

The District operates and maintains various gravity sewer lines within its service area. This project includes the installation of 1,350 Linear Feet (LF) of sewer main line, shown as the dashed line in the figure below. The upstream connection will be made to the existing 15" Vitrified Clay Pipe (VCP) [Asset ID WW-PIP-1-0078] in 14th Street and will flow south west toward the downstream connection point [Asset WW-PIP-1-0023] near the Live Oak/Oak Glen off-ramp. This 1,350 LF segment of sewer main line will provide additional opportunities for existing and future customers to receive sewer service from the District. This purpose of this item is to authorize the General Manager to execute a construction contract for the project based on the bids that were submitted within the bid period.



Construction Details: The pipeline will convey sewer flows from the North West corner of 14th Street and Oak Glen Road under Interstate 10 Freeway, connecting to existing infrastructure near the Live Oak/Oak Glen off-ramp. The sewer main line will be constructed of 15" VCP with the exception of 616 LF of High Density Poly-Ethylene (HDPE) that passes through the pipe jack under Interstate 10.

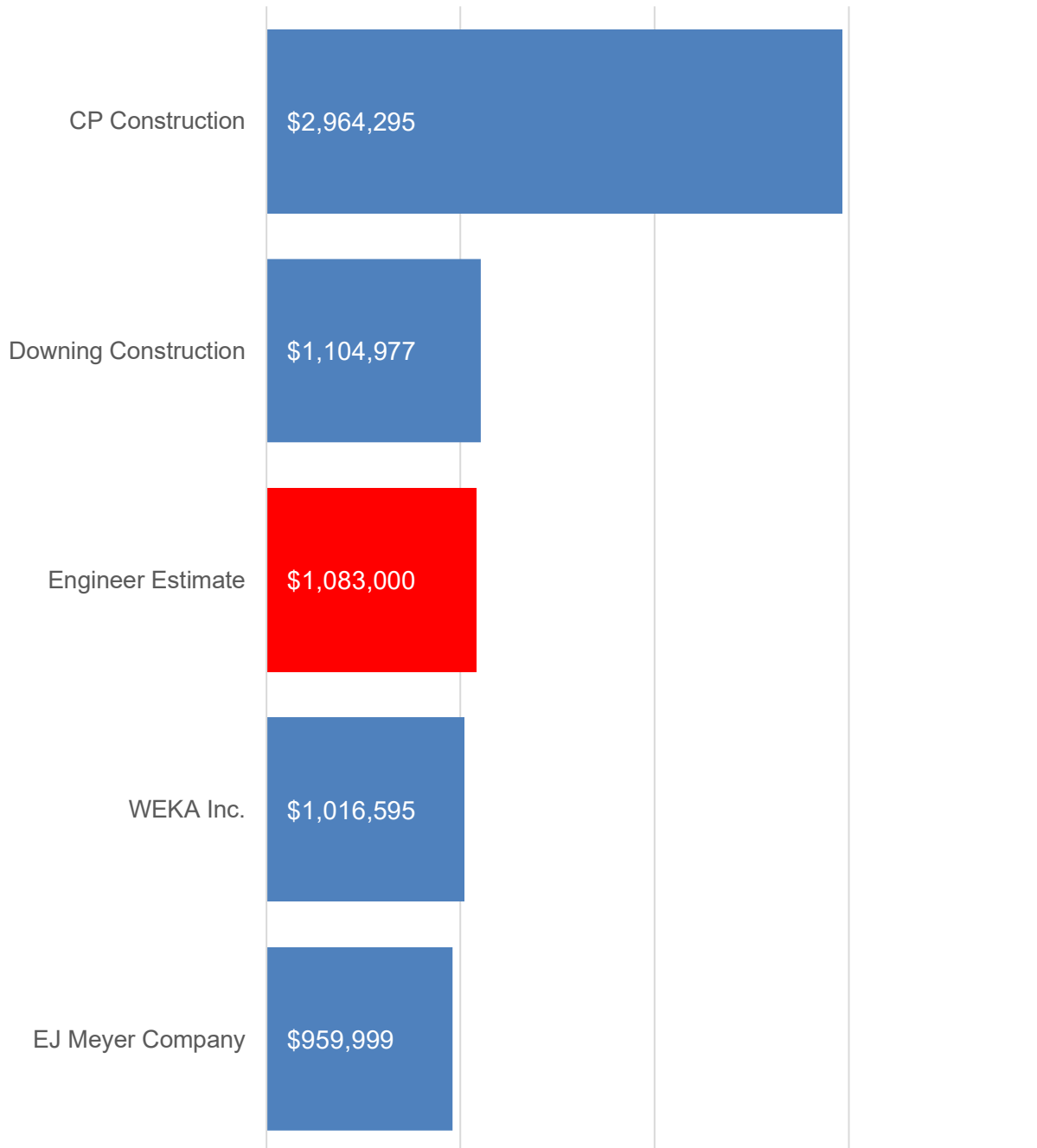
Future Connections: The developer who has built the gas station and car wash on the corner of 14th street and Oak Glen Road also plans to develop the nearby parcels. The gas station and car wash are not connected to sewer. The current development plan includes a hotel and restaurant. The gas station and carwash as well as future structures would be able to connect to the new sewer main.



Notice Inviting Bids: On June 1, 2021 the Board of Directors authorized District staff to solicit bids for the project [Director Memorandum 21-096]. The bid period opened on August 2, 2021 and closed on August 31, 2021. The table included herein summarizes the bids that were submitted for the project.

Recommendation: The bid submittals have been reviewed by Krieger & Stewart with a recommendation of award in the attached letter. Based on the bid results and recommendation by Krieger & Stewart, District staff recommends awarding the contract to EJ Meyer Company.

Interstate 10 Dunlap Sewer Crossing - Bid Results



Financial Consideration: The project will be funded by Sewer Reserves [G/L Account # 03-000-10311].



September 1, 2021

818-83.5 F/C

Matthew Porras, Management Analyst
Yucaipa Valley Water District
12770 Second Street
Yucaipa, CA 92399

Subject: Interstate 10 Sewer Crossing
Bid Results and Award Recommendation

Dear Mr. Porras:

On August 31, 2021, the Yucaipa Valley Water District (District) received four bids for subject project; the results and engineer's estimate are as follows (a breakdown by bid item is shown in the attached Bid Results table):

<u>Contractor</u>	<u>Bid Amount</u>
E.J. Meyer Company	\$959,999.00
Weka, Inc.	\$1,016,595.00
Downing Construction, Inc.	\$1,104,977.00
C.P. Construction Co., Inc.	\$2,964,295.00

The Engineer's Estimate was \$1,083,000.

The low bidder is E.J. Meyer Company in the amount of \$959,999.00. E.J. Meyer Company's bid contained one minor, correctable irregularity. Their bid contained a typographical error indicating their Contractor's license number was 218384 on Proposal form Page C-1; however, they indicated their correct license number of 218385 on Information Required of Bidder Page D-1, which we confirmed with the Contractor's State License Board (see attached Contractor's License Detail). All other components of E.J. Meyer Company's bid were complete and met the requirements of the Contract Documents.

E.J. Meyer Company has completed similar projects for the District and all projects were completed satisfactorily without issues or delays.

Since E.J. Meyer Company is an experienced, capable contractor with a current Class A Contractor's License (No. 218385), we recommend award of subject work to E.J. Meyer Company in the amount of \$959,999.00.

Shipping/Mailing Address: 3890 Orange Street #1509, Riverside, CA 92502
Office Location: 3602 University Avenue, Riverside, CA 92501
Tel: (951) 684-6900 · Fax: (951) 684-6986 · www.kriegerandstewart.com



Matthew Porras
September 1, 2021
Page 2

If you have any questions, please call.

Sincerely,

KRIEGER & STEWART

A handwritten signature in black ink that reads "Patrick M. Watson".

Patrick M. Watson

PMW/lge
818-83-RECAWARD

Attachments: Contractor's License Detail
Bid Results



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 218385

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/31/2021 3:21:01 PM

Business Information

E J MEYER COMPANY INC
P O BOX 277
HIGHLAND, CA 92346
Business Phone Number: (909) 425-4025

Entity Corporation
Issue Date 06/17/1963
Reissue Date 04/21/1994
Expire Date **04/30/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ **C34 - PIPELINE**
- ▶ **C42 - SANITATION SYSTEM**
- ▶ **A - GENERAL ENGINEERING**

Certifications

- ▶ **HAZ - HAZARDOUS SUBSTANCES REMOVAL**

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with **GREAT AMERICAN INSURANCE COMPANY**.
Bond Number: 7574893
Bond Amount: \$15,000
Effective Date: 01/01/2016
[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual MICHAEL LOUIS CORCORAN certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Dates: 11/20/2007
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the **TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA**
Policy Number: UB9J7080521.8266
Effective Dates: 01/01/2018
Expire Date: 01/01/2022
[Workers' Compensation History](#)

Miscellaneous Information



Date: September 7, 2021

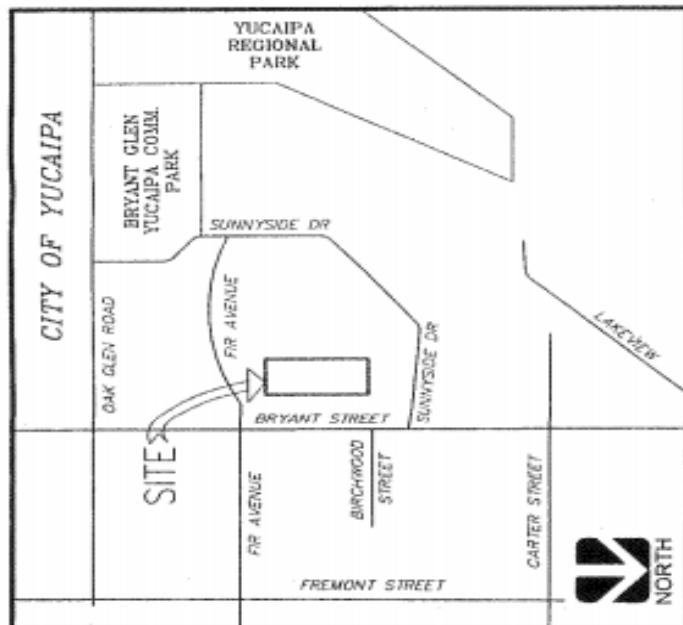
Prepared By: Chelsie Fogus, Administrative Assistant I

Subject: Consideration of a Development Agreement No. 2021-15 for Water and Sewer Service to Tract No. 17349 located at 10700 Bryant Street, Yucaipa (Assessor Parcel Number 0303-041-27)

Recommendation: That the Board authorize the Board President to execute Development Agreement No. 2021-15.

The District staff is in the process of finalizing a development agreement for water and sewer service to Tract No. 17349. This is a twenty-two lot subdivision located at 10700 Bryant Street, north of Fir Avenue, in the City of Yucaipa.

The Development Agreement is attached for your review and consideration.



AGREEMENT TO PROVIDE DRINKING WATER AND SEWER SERVICE TO TRACT NO 17349 (22 Lots) IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO

This Agreement is made and effective this 7th day of September 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and Pacific Horizon Builders, Inc. ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Elements Project	Service Order	Task
145	18515	94699

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	Pacific Horizon Builders, Inc. 420 North McKinley Street, Suite 111-401 Corona, California 92879 Attention: David L. Klein Email: dklein@pbhhomes.com Telephone: (951) 288-7357

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
APN 0303-041-27	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

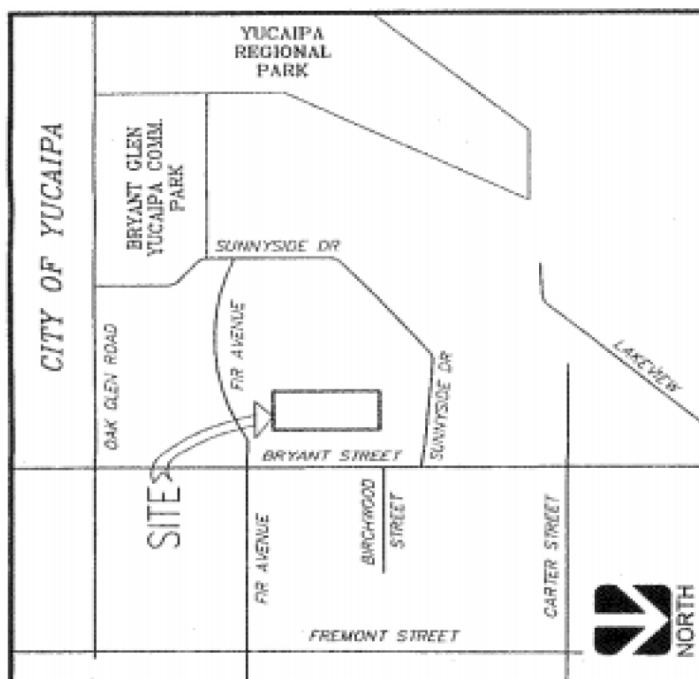
WHEREAS, the Developer desires to obtain drinking water and sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit B attached hereto; and

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

AGREEMENT

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

- A. **Project Overview.** The Project consists of a gross land area of 5.69 acres located at 10700 Bryant Street North of Fir Avenue and West of Bryant Street, Yucaipa (the "Property"). The development will receive drinking water and sewer service from the Yucaipa Valley Water District. The Project will have a total of 22 residential lots.



The Yucaipa Valley Water District has been involved in the review process for this project and has established the following development related project files: Task No. 94699.

- 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. The project will require a mainline extension from Hollow Creek Drive into the tract and within Stacy Lane. The Developer shall design and construct, at its sole cost and expense the on-site drinking water infrastructure and will install per all current District Standards.

Yucaipa Valley Water District
Development Agreement No. 2021-15
Page 3 of 15

2. Project Specific Recycled Water Conditions. The Project will not receive recycled water from Yucaipa Valley Water District due to the location of the project in relation to the existing recycled water infrastructure along with the size and type of development.
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. The Project requires a mainline extension from Hollow Creek Drive into the tract and within Stacy Lane.
 - b. District staff has identified an existing 15-foot sewer easement 25-B on the southern end of APN: 0303-041-27. This easement will need to be brought up to current District Standards. Lots 7 and 8 may be able to utilize the easement as their point of connection for service.
1. 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.
2. 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 properly abandon any existing underground facilities, not currently in use, or planned to not be used pursuant to District direction at the time of construction.
 - 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 coordinated with the District staff.
 - 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 receiving occupancy.
 - e. Facilities located in easements shall be protected pursuant to District requirements.

3. 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.
4. 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 \$2,000 in the Project Cash Account.
5. 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.
6. 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.
7. 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.
8. 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.
9. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
10. 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

Yucaipa Valley Water District
Development Agreement No. 2021-15
Page 5 of 15

- 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: 8-25-21 By: David Klein President
David Klein

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

DK

Yucaipa Valley Water District
Development Agreement No. 2021-15
Page 6 of 15

Exhibit A - Proposed Development Concept

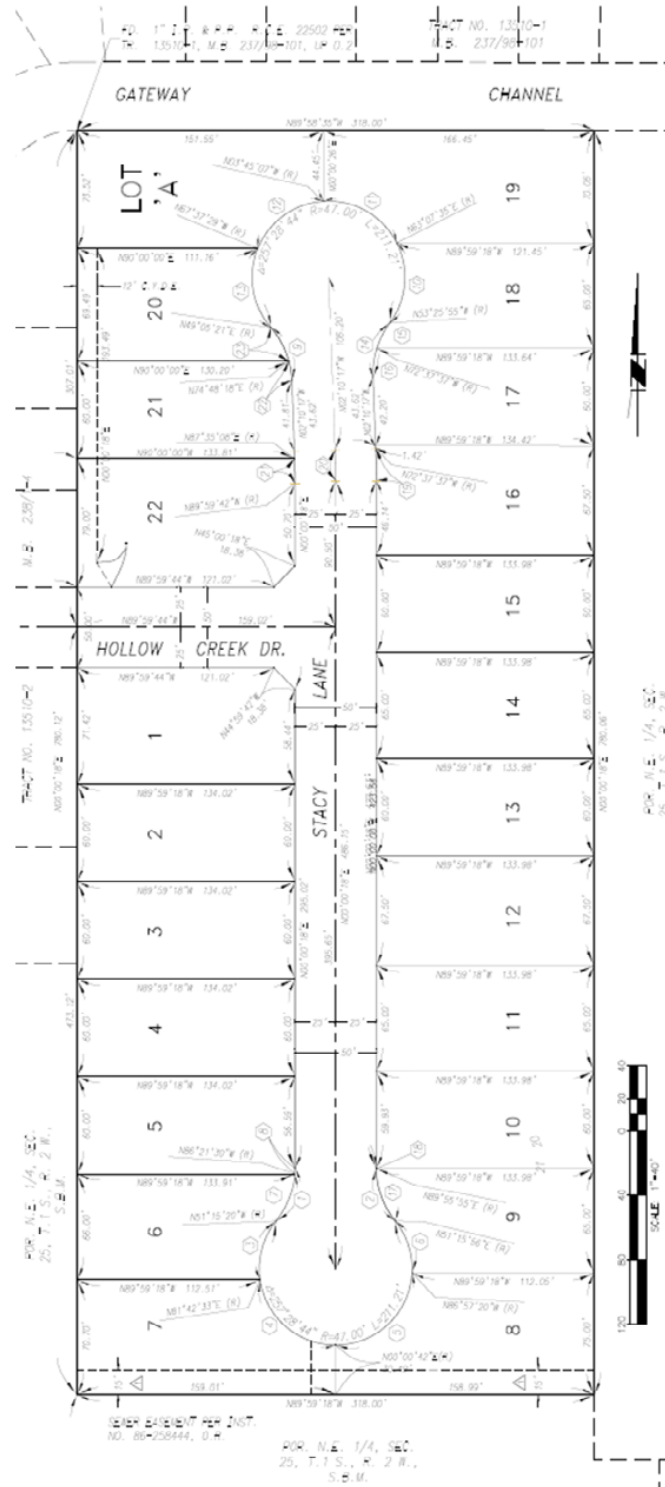


Exhibit B General Construction Conditions

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.

Yucaipa Valley Water District
Development Agreement No. 2021-15
Page 11 of 15

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

Yucaipa Valley Water District
Development Agreement No. 2021-15
Page 14 of 15

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: September 7, 2021

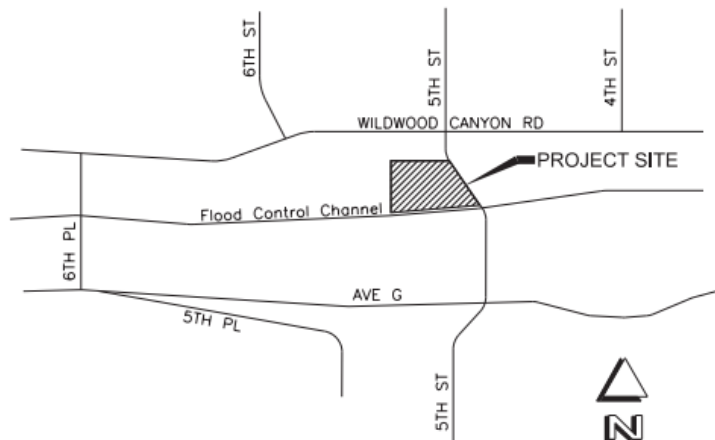
Prepared By: Chelsie Fogus, Administrative Assistant I

Subject: Consideration of a Development Agreement No. 2021-16 for Sewer Service to Tract No. 20263 located on 5th Street, south of Wildwood Canyon Road, Yucaipa (Assessor Parcel Number 0318-201-59)

Recommendation: That the Board authorize the Board President to execute Development Agreement No. 2021-16.

The District staff is in the process of finalizing a development agreement for sewer service to Tract No. 20263. This project consists of forty-four units on a single lot located on 5th Street, south of Wildwood Canyon Road, in the City of Yucaipa.

The Development Agreement is attached for your review and consideration.



Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 1 of 1

AGREEMENT TO PROVIDE SEWER SERVICE TO TRACT 20263, APN:0318-201-59, CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO

This Agreement is made and effective this 7th day of September 2021, by and between the Yucaipa Valley Water District, a public agency ("District") and RC Hobbs Co., Inc. ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Elements Project	Service Order	Task
8	5849	80646

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	RC Hobbs Co., Inc. 1428 E. Chapman Avenue Orange, California 92886 Attention: George Meeker Email: gmeeker@rchobbs.com Telephone: 949-500-8201

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
APN: 0318-201-59	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

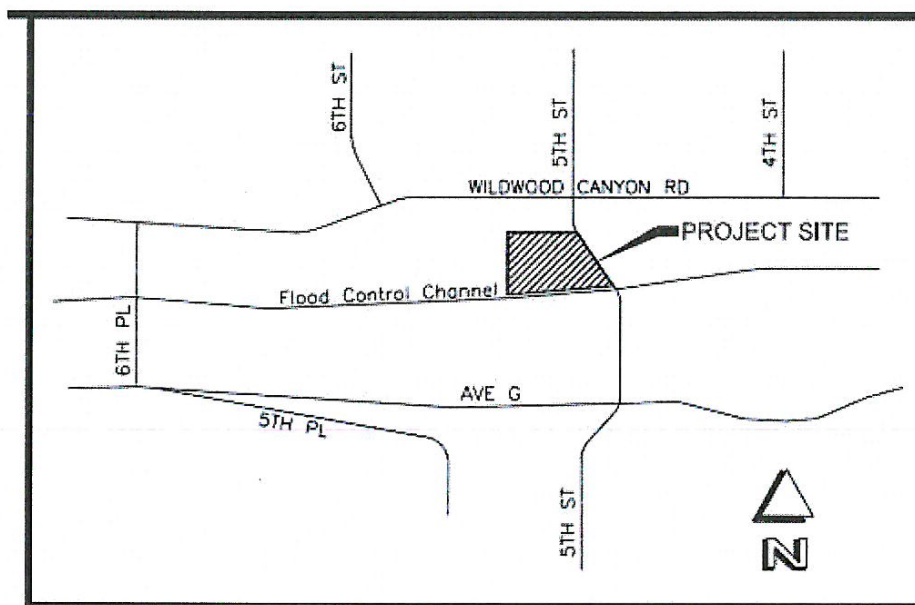
WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide service to the Project.

AGREEMENT

Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 2 of 2

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

- A. Project Overview.** Tract 20263 (the "Project") Development consists of a gross land area of 6.88 acres located on 5th Street, South of Wildwood Canyon Road, Yucaipa. (the "Property") The development will receive sewer service from the Yucaipa Valley Water District. The Project will have a total of 44 units on a single lot.



The Yucaipa Valley Water District has been involved in the review process for this project and has established the following development related project files: Task No. 80646

- 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. This project is within the service area of South Mesa Water Company. The Project will not receive drinking water service from the Yucaipa Valley Water District.
 2. Project Specific Recycled Water Conditions. The Project will not receive recycled water from Yucaipa Valley Water District.
 3. Project Specific Sewer Conditions. The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities"), as required by the District, and pursuant to District approved plans and requirements as follows:

Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 3 of 3

- a. District staff has identified existing 15-foot sewer easement 11-S on the western end of APN: 0318-201-59. The easement will need to be properly abandoned, relocated and brought into the development to meet this project's sewer requirements.
1. 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.
2. 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 properly abandon any existing underground facilities, not currently in use, or planned to not be used pursuant to District direction at the time of construction.
 - 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 coordinated with the District staff.
 - 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 receiving occupancy.
 - e. Facilities located in easements shall be protected pursuant to District requirements.
3. 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.
4. 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 \$5,000 in the Project Cash Account.
5. 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

Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 4 of 4

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.

6. 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.
7. 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.
8. 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.
9. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
10. 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.

Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 5 of 5

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: 8/27/21 By: 
George Meeker

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

Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 6 of 6

Exhibit A - Proposed Development Concept

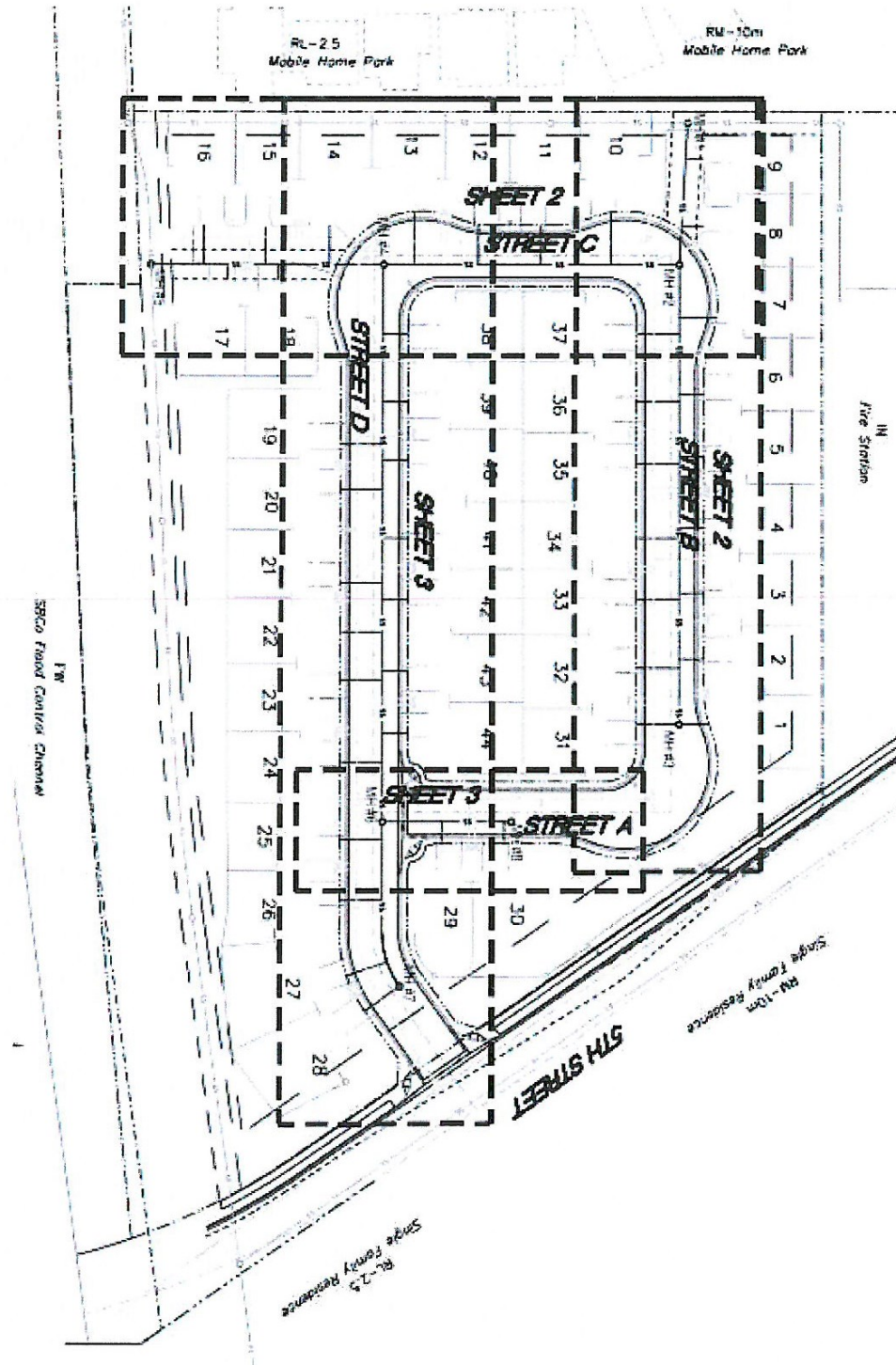


Exhibit B General Construction Conditions

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

Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 14 of 14

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

Yucaipa Valley Water District
Development Agreement No. 2021-16
Page 15 of 15

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: September 7, 2021

Task: N/A

Prepared By: Allison M. Edmisten, Chief Financial Officer

Subject: Review of Public Disclosure Report Pursuant to Government Code Section 53065.5 for Fiscal Year Ending June 30, 2021

Recommendation: That the Board receive and file the Public Disclosure Report for Fiscal Year 2020-21.

Government Code Section 53065.5 requires all special districts to disclose reimbursements paid by the District within the immediately preceding fiscal year of one hundred dollars (\$100) or more for each individual charge for services or products received. The individual charge includes, but is not limited to, tuition reimbursement, certificate or license reimbursement, or meals, lodging, and transportation, or registration fee reimbursed to any employee or member of the governing body.

The disclosure requirement is fulfilled by including the reimbursement information in a document published or printed at least annually and made available for public inspection.

Attached is the report of these reimbursements for the fiscal year ending on June 30, 2021.

Employee Name	Title	Check Date	Amount	Description
ABRAMS, JAMES A	Integrated Operator II	12/4/2020	\$ 2,736.00	Water Treatment Specialist Certification
		Subtotal	\$ 2,736.00	
ALLSUP, WADE C	Information Services Specialist	3/12/2021	\$ 160.00	Unmanned Aircraft Test
		Subtotal	\$ 160.00	
BEARD, CHRISTOPHER S	Utility Service Worker IV	12/4/2020	\$ 105.00	Distribution 4 Certification
BEARD, CHRISTOPHER S		1/29/2021	\$ 96.00	Collection 2 Certification Renewal
		Subtotal	\$ 201.00	
BELTRAN, JOSEPH H	Utility Service Worker III	5/7/2021	\$ 265.00	Treatment & Distribution Certification Renewal
BELTRAN, JOSEPH H		5/7/2021	\$ 91.00	Collection 1 Certification Renewal
		Subtotal	\$ 356.00	
BLOSE, AARON Y	Integrated Operator IV	6/4/2021	\$ 226.00	Wastewater Courses
BLOSE, AARON Y		6/4/2021	\$ 555.00	Wastewater Exam & Certification
		Subtotal	\$ 781.00	
CANSLER, JAMES H	Public Works Supervisor	7/17/2020	\$ 99.00	Collection 3 Certification Renewal
CANSLER, JAMES H		4/23/2021	\$ 120.00	Distribution 3 Certification Renewal
		Subtotal	\$ 219.00	
COSTELLO, JEREMY M	Public Works Supervisor	2/12/2021	\$ 458.75	Backflow/Cross Connection Renewal
COSTELLO, JEREMY M		5/7/2021	\$ 145.00	Backflow Renewal
COSTELLO, JEREMY M		5/7/2021	\$ 285.00	Backflow Renewal
		Subtotal	\$ 888.75	
CRESPO, LUIS H	Utility Service Worker III	4/23/2021	\$ 50.00	Water & Wastewater Courses
CRESPO, LUIS H		4/23/2021	\$ 152.55	Water & Wastewater Courses
CRESPO, LUIS H		4/23/2021	\$ 346.00	Collection 1 and 2 Certification Renewal/Test
		Subtotal	\$ 548.55	
DUNCAN, JACOB L	Integrated Operator III	5/21/2021	\$ 187.00	CWEA Certification Renewals
		Subtotal	\$ 187.00	
ELDRIDGE, STEVEN R	Utility Service Worker IV	11/20/2020	\$ 35.00	Cross Connection Course
ELDRIDGE, STEVEN R		11/20/2020	\$ 101.00	Collection 3 Certification Renewal
ELDRIDGE, STEVEN R		11/20/2020	\$ 192.00	CWEA Membership
ELDRIDGE, STEVEN R		1/29/2021	\$ 105.00	Distribution 4 Certification Renewal
		Subtotal	\$ 433.00	
ELISALDA, RONALD C	Senior Utility Service Worker	5/7/2021	\$ 105.00	Distribution 4 Certification Renewal
ELISALDA, RONALD C		6/18/2021	\$ 106.00	Collection 4 Certification Renewal
		Subtotal	\$ 211.00	
FERRIS, SEAN R	Integrated Operator III	4/9/2021	\$ 52.58	Refund of PERS Overpayment
		Subtotal	\$ 52.58	

Employee Name	Title	Check Date	Amount	Description
FLORDELIS, MATTHEW D	Public Works Supervisor	2/26/2021	\$ 1,895.00	Water Treatment Technology Certification
FLORDELIS, MATTHEW D		3/26/2021	\$ 60.00	Treatment 2 Certification Renewal
		Subtotal	\$ 1,955.00	
FUNDAK, DALE A	Integrated Operator IV	7/17/2020	\$ 105.00	Distribution 5 Certification
FUNDAK, DALE A		10/23/2020	\$ 48.00	License Renewal
FUNDAK, DALE A		5/21/2021	\$ 140.00	Water Treatment Plant Certification Renewal
		Subtotal	\$ 293.00	
GEAR, COURTLAND R	Integrated Operator III	4/23/2021	\$ 96.00	Collection 2 Certification Renewal
		Subtotal	\$ 96.00	
GIBSON, ASHLEY N	Regulatory Compliance Manager	8/28/2020	\$ 96.00	Lab Certification Renewal
GIBSON, ASHLEY N		1/29/2021	\$ 100.00	Cross Connection Renewal
GIBSON, ASHLEY N		3/26/2021	\$ 55.00	Treatment 1 Certification Renewal
		Subtotal	\$ 251.00	
GRUBERT, ERIC M	Integrated Operator III	9/11/2020	\$ 119.54	COVID Test
		Subtotal	\$ 119.54	
HOCHREITER, DUSTIN R	Senior Engineering Technician	12/4/2020	\$ 192.00	CWEA Membership
HOCHREITER, DUSTIN R		4/9/2021	\$ 91.00	Collection 1 Certification Renewal
		Subtotal	\$ 283.00	
HOHMAN, DANIEL L	Utility Service Worker III	10/9/2020	\$ 192.00	CWEA Membership
HOHMAN, DANIEL L		11/6/2020	\$ 119.00	Wastewater Operators Training
		Subtotal	\$ 311.00	
JANISCH, RYAN D	Public Works Supervisor	9/25/2020	\$ 91.00	Plant Maint. Tech Certification Renewal
JANISCH, RYAN D		5/21/2021	\$ 91.00	Industrial Waste Operator Certification
JANISCH, RYAN D		6/18/2021	\$ 192.00	CWEA Membership
		Subtotal	\$ 374.00	
KOSTELECKY, MICHAEL W	Operations Manager	4/9/2021	\$ 155.00	Wastewater 2 Certification Exam
		Subtotal	\$ 155.00	
MOLINA, STEVEN D	Public Works Supervisor	8/24/2020	\$ 228.44	Water Education Seminar
MOLINA, STEVEN D		12/4/2020	\$ 141.00	Backflow Renewal
MOLINA, STEVEN D		1/29/2021	\$ 350.00	Backflow Renewal
MOLINA, STEVEN D		5/7/2021	\$ 285.00	Backflow Renewal
MOLINA, STEVEN D		5/21/2021	\$ 91.00	Collection 1 Certification Renewal
MOLINA, STEVEN D		6/18/2021	\$ 97.05	Backflow Tester Course
		Subtotal	\$ 1,192.49	
NICHOLSON, JAMES M	Integrated Senior Plant Operator	9/11/2020	\$ 91.00	Collection 1 Certification Renewal
NICHOLSON, JAMES M		10/23/2020	\$ 175.00	Maintenance Technician Certification

Employee Name	Title	Check Date	Amount	Description
PADILLA, GERMAN	Integrated Senior Plant Operator	Subtotal	\$ 266.00	
PADILLA, GERMAN		11/6/2020	\$ 175.00	Wastewater/Pretreatment Courses
PADILLA, GERMAN		12/31/2020	\$ 50.00	Wastewater/Water Courses
PADILLA, GERMAN		12/31/2020	\$ 434.00	Wastewater/Water Courses
PADILLA, GERMAN		4/23/2021	\$ 550.00	Wastewater Exam & Certification
		Subtotal	\$ 1,209.00	
REEVES, CHRISTOPHER A	Utility Service Worker II	3/12/2021	\$ 91.00	Collection 1 Certification Renewal
REEVES, CHRISTOPHER A		3/12/2021	\$ 192.00	CWEA Membership
		Subtotal	\$ 283.00	
RISALITI, GEOFFREY Q	Integrated Operator III	8/28/2020	\$ 110.53	Water Treatment Operation Class
RISALITI, GEOFFREY Q		10/9/2020	\$ 2,736.00	Water Treatment Specialist Certification
RISALITI, GEOFFREY Q		5/21/2021	\$ 70.00	Treatment 3 Exam
RISALITI, GEOFFREY Q		5/21/2021	\$ 230.00	Wastewater 3 Exam
RISALITI, GEOFFREY Q		6/18/2021	\$ 170.00	Wastewater Certification
		Subtotal	\$ 3,316.53	
RIVERA, MICHAEL J	Public Works Supervisor	6/4/2021	\$ 160.00	Certification Renewals
RIVERA, MICHAEL J		6/4/2021	\$ 94.00	Certification Renewals
		Subtotal	\$ 254.00	
ROBERT, LINA	Water Quality Chemist	8/28/2020	\$ 39.95	Haz WOPER Refresher Course
ROBERT, LINA		8/28/2020	\$ 96.00	Lab Certification Renewal
		Subtotal	\$ 135.95	
ROSE, KYLE A	Integrated Operator III	12/4/2020	\$ 91.00	Certification Renewals
ROSE, KYLE A		5/21/2021	\$ 160.00	Distribution/Treatment Certification Renewals
		Subtotal	\$ 251.00	
SANTACRUZ, GILBERT A	Integrated Operator III	8/14/2020	\$ 90.00	Distribution 3 Certification Renewal
SANTACRUZ, GILBERT A		12/4/2020	\$ 52.63	Refund of PERS Overpayment
SANTACRUZ, GILBERT A		3/26/2021	\$ 50.89	Refund of PERS Overpayment
SANTACRUZ, GILBERT A		6/18/2021	\$ 91.00	Collections Certification Renewal
		Subtotal	\$ 284.52	
SERATT, ANTHONY G	Utility Service Worker I	7/3/2020	\$ 192.00	CWEA Membership
		Subtotal	\$ 192.00	
SIMO, ALLEN L	Integrated Operator III	1/15/2021	\$ 89.25	Hotel Reimbursement
SIMO, ALLEN L		4/23/2021	\$ 60.71	Refund of AFLAC payment
		Subtotal	\$ 149.96	
TROST, SEAN D	Utility Service Worker IV	8/14/2020	\$ 80.00	Distribution 2 Certification Renewal
TROST, SEAN D		9/11/2020	\$ 106.00	Collection 4 Certification Renewal

Employee Name	Title	Check Date	Amount	Description
VARA, MATTHEW D	Utility Service Worker III	Subtotal	\$ 186.00	
		8/14/2020	\$ 192.00	CWEA Membership
VARA, MATTHEW D		10/23/2020	\$ 90.00	Distribution 3 Certification Renewal
		Subtotal	\$ 282.00	
WESTERLIN, KYLE S	Senior Utility Service Worker	11/6/2020	\$ 106.00	Collection 4 Certification Renewal
WESTERLIN, KYLE S		1/29/2021	\$ 100.00	Certification Renewals
WESTERLIN, KYLE S		2/26/2021	\$ 91.00	Mechanical Tech. Certification Renewal
		Subtotal	\$ 297.00	
WROBEL, JOHN L	Public Works Manager	4/23/2021	\$ 192.00	CWEA Membership
WROBEL, JOHN L		4/23/2021	\$ 106.00	Collection 4 Certification Renewal
		Subtotal	\$ 298.00	
Grand Total			\$ 20,401.36	

Board Reports and Comments



Yucaipa Valley Water District



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

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

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

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

FY 2021-22 Operating Budget: Water Division - \$17,274,066
Sewer Division - \$13,136,249
Recycled Water Division - \$1,357,175

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

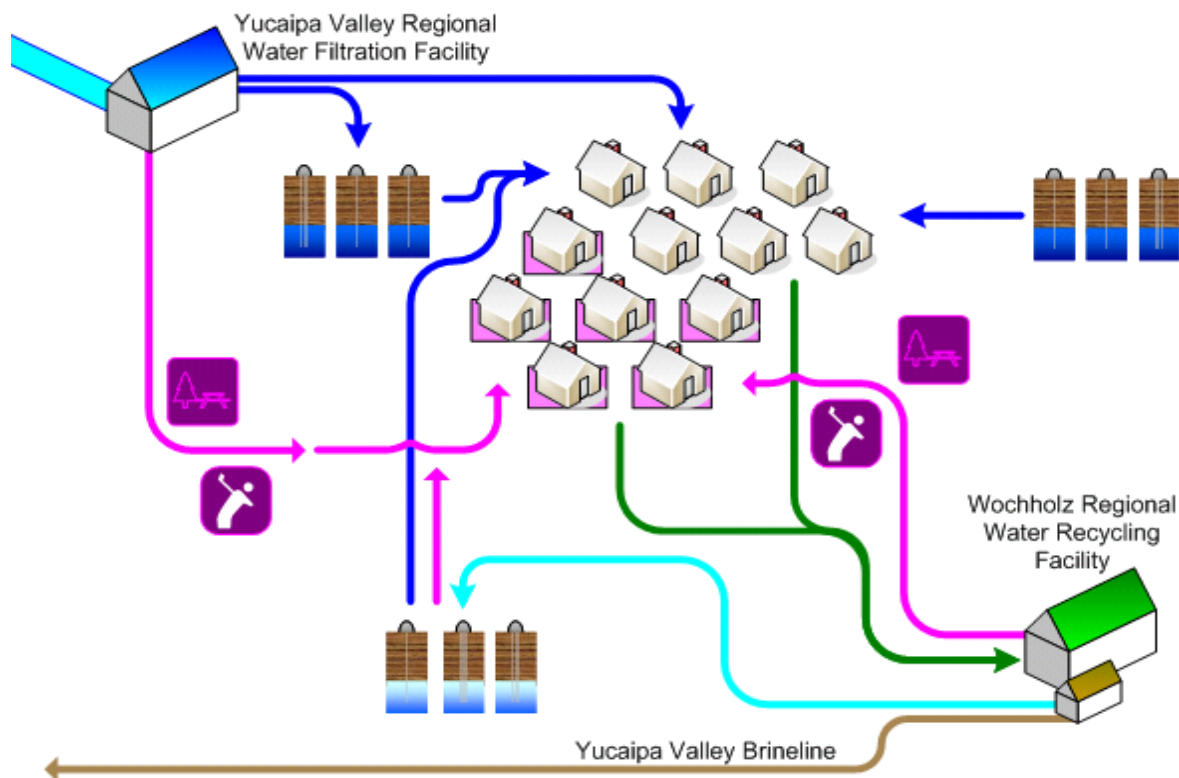
Water System: 236 miles of drinking water pipelines
2,134 fire hydrants
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
3.376 billion gallon annual drinking water demand
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

Sewer System: 8.0 million gallon treatment capacity - current flow at 4.0 mgd
223 miles of sewer mainlines
4,643 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:**

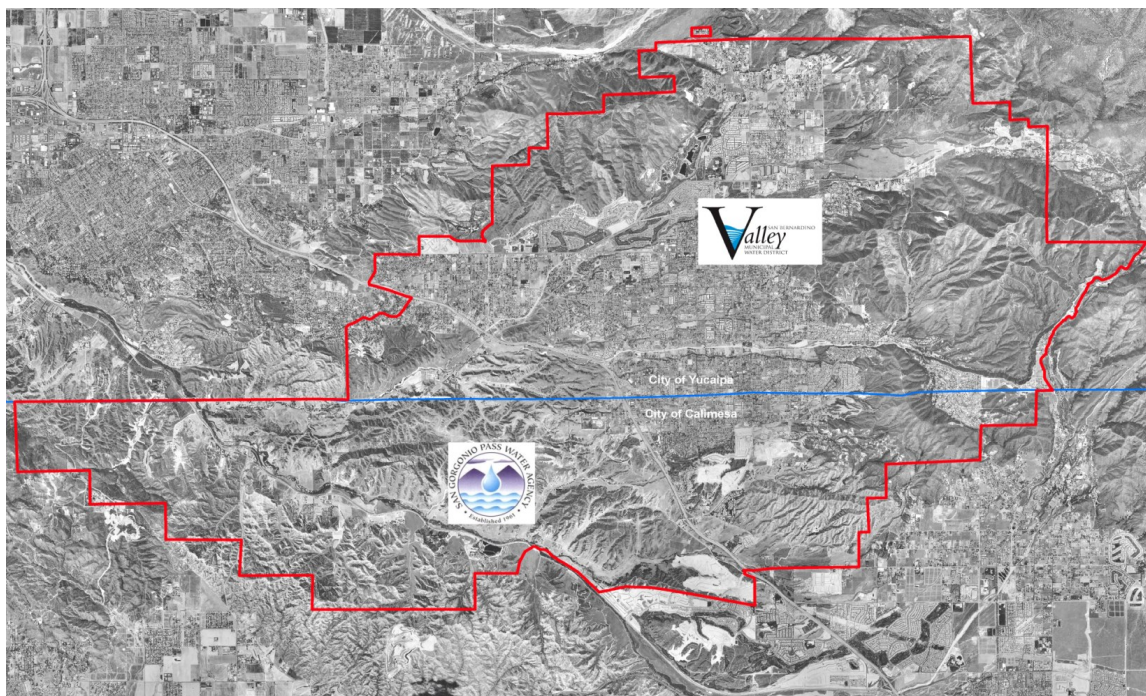
1,000 gallons to 15,000 gallons	\$1.626 per each 1,000 gallons
16,000 gallons to 60,000 gallons	\$2.419 per each 1,000 gallons
61,000 gallons to 100,000 gallons	\$2.508 per each 1,000 gallons
101,000 gallons or more	\$2.708 per each 1,000 gallons
- **Recycled Water Commodity Charge:**

1,000 gallons or more	\$1.795 per each 1,000 gallons
-----------------------	--------------------------------
- **Water Meter Service Charge (Drinking Water or Recycled Water):**

5/8" x 3/4" Water Meter	\$16.50 per month
1" Water Meter	\$27.56 per month
1-1/2" Water Meter	\$54.95 per month
- **Sewer Collection and Treatment Charge:**

Typical Residential Charge	\$44.52 per month
----------------------------	-------------------

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 2020-21	\$0.1300 per \$100	\$0.1750 per \$100
Number of Board Members	Five (5)	Seven (7)
Operating Budget FY 2021-22	\$52,506,150	\$14,019,000

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.

WIFIA - Water Infrastructure Finance and Innovation Act. The WIFIA program administered by the Environmental Protection Agency accelerates investment in our nation's water infrastructure by providing long-term, low-cost supplemental loans for regionally and nationally significant projects.





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
WIFIA	Water Infrastructure Finance and Innovation Act
YVWD	Yucaipa Valley Water District