



# Yucaipa Valley Water District

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

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

December 21, 2021 at 4:00 p.m.

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**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  
available to attend this meeting in person.**

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- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PUBLIC COMMENTS** - At this time, members of the public may briefly address the Board of Directors on matters within its jurisdiction or on any matter listed on this agenda.
- IV. **CONSENT CALENDAR** - All consent calendar matters are routine and will be acted upon in one motion. There will be no discussion of these items unless board members, administrative staff, or members of the public request specific items to be discussed and/or removed prior to the vote for approval.
  - A. Adoption of Resolution No. 2021-68 Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of the Yucaipa Valley Water District for the Period of January 1, 2022 to January 30, 2022 Pursuant to Brown Act Provisions
  - B. Minutes of Meetings
    - 1. Board Meeting – December 7, 2021
  - C. Payment of Bills
    - 1. Approve/Ratify Invoices for Board Awarded Contracts
    - 2. Ratify General Expenses for November 2021

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Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

Materials that are provided to the Board of Directors after the meeting packet is compiled and distributed will be made available for public review during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting materials are also available on the District's website at [www.yvwd.dst.ca.us](http://www.yvwd.dst.ca.us)

## V. STAFF REPORT

## VI. DISCUSSION ITEMS

- A. Consideration of Resolution No. 2021-69 Authorizing the Execution and Delivery of a Joint Exercise of Powers Agreement to Create the Yucaipa Valley Water District Financing Authority and Authorizing Certain Other Matters in Connection Therewith [[Director Memorandum No. 21-194 - Page 22 of 135](#)]  
RECOMMENDED ACTION: That the Board adopt Resolution No. 2021-69.
- B. Presentation of the Unaudited Financial Report for the Period Ending on November 30, 2021 [[Director Memorandum No. 21-195 - Page 52 of 135](#)]  
RECOMMENDED ACTION: That the Board receive and file the unaudited financial report.
- C. Transfer from Drinking Water Reserve Funds for the Pipeline Replacement Project in Marondi Drive, City of Calimesa [[Director Memorandum No. 21-196 - Page 77 of 135](#)]  
RECOMMENDED ACTION: That the Board adopt Resolution No. 2021-63.
- D. Transfer from Sewer Reserve Funds for the I-10 Dunlap Sewer Crossing Project [[Director Memorandum No. 21-197 - Page 79 of 135](#)]  
RECOMMENDED ACTION: That the Board adopt Resolution No. 2021-64.
- E. Consideration of Amendment No. 4 to Evaluate the Long-Term Infiltration Rates in the Western Portion of the Beaumont Basin as part of the Calimesa Aquifer Storage and Recovery Project [[Director Memorandum No. 21-198 - Page 81 of 135](#)]  
RECOMMENDED ACTION: That the Board authorize the General Manager to execute a contract for Amendment No. 4 with Geoscience for a sum not to exceed \$47,920 and adopt Resolution No. 2021-71 transferring funds for the project costs.
- F. Adoption of Resolution No. 2021-65 Approving a Policy Related to Debt Management of the Yucaipa Valley Water District's Water and Sewer Divisions [[Director Memorandum No. 21-199 - Page 92 of 135](#)]  
RECOMMENDED ACTION: That the Board adopt Resolution No. 2021-65.
- G. Ratification of the Purchase of Water Quality Equipment at the Yucaipa Valley Water Filtration Facility [[Director Memorandum No. 21-200 - Page 102 of 135](#)]  
RECOMMENDED ACTION: That the Board ratify the purchase of water quality equipment from Hach Company for an amount not to exceed \$28,166 and adopt Resolution No. 2021-66 transferring reserve funds for the purchase.
- H. Consideration to Purchase a Mixed Liquor Recycle Pump for the Wochholz Regional Water Recycling Facility [[Director Memorandum No. 21-201 - Page 106 of 135](#)]  
RECOMMENDED ACTION: That the Board authorize the purchase of one Mixed Liquor Recycle pump from Flow N Control for a sum not to exceed \$45,104 and adopt Resolution No. 2021-67 Transferring Reserve Funds for the pump purchase.
- I. Consideration of Change Order No. 1 to the Contract Associated with the Replacement of Drinking Water Reservoirs R-17.1.1 and R-17.1.2 - Yucaipa [[Director Memorandum No. 21-202 - Page 116 of 135](#)]  
RECOMMENDED ACTION: That the Board authorize the General Manager to execute Change Order No. 1 as presented.
- J. Consideration of Resolution No. 2021-70 Adopting the Groundwater Sustainability Plan for the Yucaipa Subbasin (Basin No. 8-002.07) as a Member of the Yucaipa Sustainable Groundwater Management Agency [[Director Memorandum No. 21-203 - Page 122 of 135](#)]  
RECOMMENDED ACTION: That the Board adopt Resolution No. 2021-70.

## VII. BOARD REPORTS & DIRECTOR COMMENTS

**VIII. ANNOUNCEMENTS**

- A. **January 4, 2022 at 4:00 p.m. - Meeting Cancelled**
- B. January 18, 2022 at 4:00 p.m. - Board Meeting
- C. February 1, 2022 at 4:00 p.m. - Board Meeting
- D. February 15, 2022 at 4:00 p.m. - Board Meeting
- E. March 1, 2022 at 4:00 p.m. - Board Meeting
- F. March 15, 2022 at 4:00 p.m. - Board Meeting

**IX. ADJOURNMENT**

# Consent Calendar



Yucaipa Valley Water District

## **RESOLUTION NO. 2021-68**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE YUCAIPA VALLEY WATER DISTRICT FOR THE PERIOD OF JANUARY 1, 2022 TO JANUARY 30, 2022 PURSUANT TO BROWN ACT PROVISIONS**

WHEREAS, the Yucaipa Valley Water District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Yucaipa Valley Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a state of emergency has been proclaimed due to an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, the San Bernardino County Department of Health has recommended measures to promote social distancing; and

WHEREAS, the Board of Directors has determined that the state of emergency continues to directly impact the ability of the members to meet safely in person; and

WHEREAS, the Board of Directors does hereby find that the current state of emergency with

respect to COVID-19, local official recommendations to promote social distancing, and conditions causing imminent risk to the health and safety of attendees have caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Yucaipa Valley Water District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953;

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

- Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
- Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District and declares that meeting in person would not comply with local official recommendations to promote social distancing and would present imminent risk to the health and safety of attendees.
- Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.
- Section 4. Remote Teleconference Meetings. The General Manager and legislative bodies of the Yucaipa Valley Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
- Section 5. Effective Date of Resolution. This Resolution shall be effective for the thirty (30) day period identified in the title of this Resolution, or such time the Board of Directors adopts a subsequent resolution amending the thirty day period in accordance with Government Code section 54953(e)(3) during which the legislative bodies of the Yucaipa Valley Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the Yucaipa Valley Water District, this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

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Chris Mann, President Board of Directors

ATTEST:

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Joseph B. Zoba, General Manager

# MINUTES OF A SPECIAL BOARD MEETING - TELECONFERENCE

December 7, 2021 at 4:00 pm

**Directors Present:**

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

**Staff Present:**

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

**Directors Absent:**

None

**Consulting Staff Present:**

Lora Carpenter, Fieldman, Rolapp & Associates  
Steven Graham, Legal Counsel

**Registered Guests and Others Present:**

Jesse Alvarez  
Ron Duncan, San Gorgonio Pass Water Agency  
Logan Largent, Ortega Strategies Group  
Larry Smith, San Gorgonio Pass Water Agency

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

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**CALL TO ORDER**

The 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



## CONSENT CALENDAR

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

### A. Minutes of Meetings

1. Board Meeting – November 16, 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 Zoba reported on the following items:

- On December 1, 2021, the Department of Water Resources notified the State Water Project Contractors that the persistent dry conditions will result in an initial allocation of water from the State Water Project to only meet basic health and safety requirements. This is essentially a zero percent allocation for the State Water Project supplies. As a result, the District will reduce our anticipated deliveries to the Yucaipa Valley Regional Water Filtration Facility for the 2022 calendar year.
- The next meeting of the Upper Santa Ana River Watershed Infrastructure Financing Authority will be held on December 8, 2021 at 8:30 am.
- The Yucaipa Sustainable Groundwater Management Agency will be meeting on December 8, 2021 at 10:30am.

## DISCUSSION ITEMS:

### DM 21-184

OVERVIEW OF THE WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT FUNDING OPPORTUNITY FOR THE WATERSHED CONNECT PROJECTS

General Manager Joseph Zoba discussed the announcement by the US Environmental Protection Agency on December 3, 2021 that the District was selected to apply for a low interest loan from available from the Water Infrastructure Finance and Innovation Act (WIFIA) as part of the regional Watershed Connect Project. The District staff will be working closely with the staff members from the San Bernardino Valley Municipal Water District and the City of Colton to complete the application process.

DM 21-185

PRESENTATION OF  
FINANCIAL GOALS FOR THE  
YUCAIPA VALLEY WATER  
DISTRICT AND THE YUCAIPA  
VALLEY WATER DISTRICT  
FINANCING AUTHORITY

General Manager Joseph Zoba provided an overview of several Capital Improvement Projects that can be financed as part of a Water Infrastructure Finance and Innovation Act (WIFIA) loan, State Revolving Fund (SRF), new money financing, and existing reserves.

Lora Carpenter from Fieldman, Rolapp & Associates provided a detailed presentation about refinancing existing YVWD debt obligations and using the following sources to provide the necessary funds for the proposed Capital Improvement Project list: (1) taxable advance refunding of the 2015A bonds; (2) tax-exempt new money; (3) state revolving fund loans; (4) tax-exempt refunding of existing SRF loans; and (5) a WIFIA loan. This funding strategy would maintain existing annual debt service payments of about \$6 million per year while allowing the District to construct projects during this era of low interest rates.

DM 21-186

CONSIDERATION OF  
RESOLUTION NO. 2021-62  
AUTHORIZING THE  
EXECUTION AND DELIVERY  
OF A JOINT EXERCISE OF  
POWERS AGREEMENT TO  
CREATE THE YUCAIPA  
VALLEY WATER DISTRICT  
FINANCING AUTHORITY AND  
AUTHORIZING CERTAIN  
OTHER MATTERS IN  
CONNECTION THEREWITH

General Manager Joseph Zoba provided an overview of Resolution No. 2021-62 and the draft Joint Exercise of Powers Agreement to create the Yucaipa Valley Water District Financing Authority.

Director Nyles O’Harra moved that the Board adopt Resolution No. 2021-62.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

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

DM 21-187

CONSIDERATION OF  
RESOLUTION NO. 2021-61  
DECLARING THE INTENT TO  
REIMBURSE PROJECT  
EXPENDITURES WITH BOND  
PROCEEDS AND RELATED  
ACTIONS FOR THE REGIONAL  
ENERGY WATER AND  
RESOURCE DEVELOPMENT  
(REWARD) PROJECT

General Manager Joseph Zoba provided an overview of Resolution No. 2021-61 regarding the reimbursement of project expenses for various capital improvement projects.

Director Jay Bogh moved that the Board adopt Resolution No. 2021-61.

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

- Director Jay Bogh - Yes

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

DM 21-188

PUBLIC HEARING -  
CONSIDERATION OF  
RESOLUTION NO. 2021-60  
CERTIFYING THE FINAL  
MITIGATED NEGATIVE  
DECLARATION FOR THE OAK  
VALLEY - SUMMERWIND  
OFFSITE SEWER PROJECT

General Manager Joseph Zoba provided an overview of proposed regional sewage lift station to be located near the Oak Valley Town Center and associated sewer force mainlines and gravity sewer extension to the Wochholz Regional Water Recycling Facility.

Following a staff report, Director Chris Mann opened the public hearing for comments at 4:34pm. With no members of the public providing comments, the public hearing water closed.

Director Joyce McIntire moved that the Board adopt Resolution No. 2021-60.

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 21-189

AWARD OF CONTRACT FOR  
THE ANNUAL LANDSCAPE  
MAINTENANCE OF FACILITIES

Senior Engineering Technician Dustin Hochreiter provided an overview of the proposed landscape maintenance contracts for various District facilities.

Director Lonni Granlund moved that the Board authorize the General Manager to enter into a contract with RP Landscape and Irrigation for the 2022 Annual Landscape Maintenance of Facilities for a sum not to exceed \$78,975.

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 21-190

CONSIDERATION OF  
RESOLUTION NO. 2021-59  
ADOPTING THE STANDARD  
SPECIFICATIONS FOR THE  
DESIGN AND PROCESSING,  
FURNISHING OF MATERIAL,  
AND CONSTRUCTION OF  
DRINKING WATER,  
RECYCLED WATER AND  
SEWER FACILITIES

Senior Engineering Technician Dustin Hochreiter provided an overview of the updated Standard Specifications for the drinking water, recycled water, and sewer systems.

Director Nyles O'Harra moved that the Board adopt Resolution No. 2021-59.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

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

DM 21-191

STATUS OF THE INTERSTATE  
10 DUNLAP SEWER  
CROSSING PROJECT

Implementation Manager Matthew Porras provided an overview of the Interstate 10 Sewer Construction Project near the Live Oak Interchange.

DM 21-192

STATUS UPDATE FOR THE  
REPLACEMENT OF DRINKING  
WATER RESERVOIRS R-17.1.1  
AND R-17.1.2 - YUCAIPA

Implementation Manager Matthew Porras provided an overview of the replacement of drinking water reservoirs at the R-17.1 Reservoir Complex. At the Board meeting on December 21, 2021, the District staff will be discussing a change of the tank subcontractor on the project.

DM 21-193

AWARD OF A CONSTRUCTION  
CONTRACT FOR THE  
PIPELINE REPLACEMENT  
PROJECT IN MARONDI DRIVE,  
CITY OF CALIMESA

Implementation Manager Matthew Porras provided an overview of the pipeline replacement project on Marondi Drive, Calimesa.

Director Joyce McIntire moved that the Board authorize the General Manager to award a construction contract for the Marondi Drive Replacement Pipeline Project to E.J. Meyer Company for a sum not to exceed \$233,333.

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 reported on the Upper Santa Ana River Watershed Infrastructure Financing Authority meeting held on December 1, 2021.

Director Joyce McIntire reported on the San Bernardino Valley Municipal Water District Basin Technical Advisory Committee meeting held on December 6, 2021.

Director Lonni Granlund and Director Nyles O'Harra reported on the Yucaipa Valley Water District Community Meeting held on December 6, 2021.

ANNOUNCEMENTS

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

ADJOURNMENT

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

Respectfully submitted,

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Joseph B. Zoba, Secretary

(Seal)

Board Awarded Contracts  
Consent Calendar Board Meeting - December 21, 2021

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount
Cole Huber LLP	--	*-5-06-54107	--	--	\$0	\$4,500	\$4,500	
APGN Inc. WWTP Secondary Treatment- turbo blowers/bubble diffusers	21-085	03-000-14500 Task #87041	--	\$768,520	\$357,689	\$0	\$357,689	\$410,831
DDB Engineering <b>(R-Reserves)</b> Application to DDW for the Recharge at Wilson Creek Basins	15-086	04-19771	--	\$35,900	\$25,395	\$0	\$25,395	\$10,505
Delta Ventures, Inc \$90,000 per year-Legislative Consult (exp 12/18) <b>W/S Oper</b> Three Year Contract Extension (exp 12/2021)	13-079 19-052	*-5-06-54109 *5-06-54109	\$90,000 \$270,000	\$360,000	\$307,500	\$7,500	\$315,000	\$45,000
Dudek <b>(S-Operating)</b> <b>2020-2021</b> Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt. Zones	20-038	03-5-06-54109	--	\$52,338	\$50,641	\$0	\$50,641	\$1,697
Dudek <b>(S-Operating)</b> <b>2021-2022</b> Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt. Zones	21-101	03-5-06-54109	--	\$47,764	\$6,995	\$8,726	\$15,721	\$32,043
Dudek <b>(S-Operating)</b> <b>2020-</b> Habitat Monitoring Program (HMP) in San Timoteo Creek	20-037	65-15339 03-5-06-57030	--	\$52,660	\$50,330	\$0	\$50,330	\$2,330
ECORP <b>(W/S Reserves)</b> Prepare Study/Mitigated Negative Declaration/Oak Valley Recharge DM 19-039 Ratification of original contract-add'l sum not to exceed \$4500.00	02-5-06-54109 18-157 19-093	77-32719	\$47,520 \$4,500	\$52,020	\$25,974	\$0	\$25,974	\$26,046
ECORP <b>(W/S Reserves)</b> YVWD-Salinity and Groundwater Enhancement (Sage) Project W/S Reserves	03-502-51003 19-022	88-23792		\$9,645	\$266	\$0	\$266	\$9,379
E.J. Meyer Company Interstate 10 Sewer Crossing	21-149	03-000-14500 Task #81883	--	\$959,999	\$0	\$258,131	\$258,131	\$701,868
Geoscience Injection and Monitoring Well for Aquifer Storage/Beaumont Basin	21-031	03-5-06-54109	--	\$450,818	\$41,746	\$3,472	\$45,218	\$405,601
Geoscience Tracer Study Analysis at Wilson Creek Spreading Basins (\$34,560.00) DM 20-008 Budget Amendment for the Tracer Study (\$7,930.00)_	19-024 20-008	02-5-06-54109	--	\$42,490	\$36,222	\$0	\$36,222	\$6,268
GHD SCADA Master Planning Document for WWTP	21-062	03-506-54109	--	\$78,090	\$20,721	\$0	\$20,721	\$57,369
One Stop Landscape Supply FY 20-21 Sludge Hauling\Reuse <b>(Oper)</b>	--	03-5-02-57031	--	--	\$264,371	\$24,471	\$288,842	

Board Awarded Contracts  
Consent Calendar Board Meeting - December 21, 2021

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount
RMC Water & Environment/Woodard & Curran TO#26, SRF Mgmt. Svcs-Calimesa Regional Recycled Pipeline (R-FCC)	14-023	04-5-06-54109		\$95,692	\$69,361	\$0	\$69,361	\$26,331
Separation Processes, Inc. (W-Reserves) Design & Construction Supports Servs for NF SCRAM	15-047	55-19200 02-14500		\$191,820	\$170,980	\$0	\$170,980	\$20,840
Application to DDW for the Recharge at Wilson Creek Basins (R-Resrvs)	15-086	04-19771	--	\$42,860	\$24,527	\$0	\$24,527	\$18,333
Feasibility Report for Wochholz SAGE Project (\$67,575.00) Preliminary Engineering Design Study-SAGE Project (\$32,260.00)	17-043 19-106	03-5-06-54109 03-5-06-54109		\$99,835	\$98,311	\$0	\$98,311	\$1,524
WWTP Monitoring Operations & Reporting Enhancement (MORE) (S-Oper)	18-122	03-5-06-54109		\$330,436	\$311,698	\$0	\$311,698	\$18,738
WWTP -RCA - Foaming- Improve energy efficiency and treatment process	19-025	03-5-06-54109		\$36,800	\$34,621	\$0	\$34,621	\$2,179
WWTP -Secondary Treatment Process Improvement	20-073	03-5-06-54109		\$158,753	\$149,245	\$2,742	\$151,987	\$6,766
WWTP - Reverse Osmosis Pilot Study	20-099	03-5-06-54109		\$192,860	\$47,599	\$1,224	\$48,823	\$144,037
Spiess Construction Reservoir R-17.1.1 & R-17.1.2 Replacement	21-090	02-000-14500 Task #90857	--	\$1,701,725	\$209,505	\$0	\$209,505	\$1,492,220
WWTP- Autostrainer Replacement (Sewer Reserves) Pascal Ludwig-\$229,111.00 Forstra Filters -\$152,208.00 Q-Versa- \$28,800.00	20-132	03-13002		\$487,000	\$409,899	\$0	\$409,899	\$77,101
<b>GRAND TOTALS</b>				<b>\$5,761,025</b>	<b>\$2,303,697</b>	<b>\$310,765</b>	<b>\$2,614,462</b>	<b>\$3,517,006</b>

## Check Register - November 2021

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
11/01/2021	40150	Meyers Nave, A Professional Corporation	\$ 20,478.55
11/05/2021	40151	California State Disbursement Unit	\$ 628.14
11/05/2021	40152	IBEW Local #1436	\$ 660.00
11/05/2021	40153	WageWorks Inc	\$ 1,686.89
11/05/2021	40154	Berkshire Hathaway Homestate Companies	\$ 33,351.00
11/05/2021	40155	ADS, LLC	\$ 19,665.00
11/05/2021	40156	All American Sewer Tools	\$ 811.03
11/05/2021	40157	B.L. Wallace Distributor Inc.	\$ 822.35
11/05/2021	40158	Best Home Center	\$ 107.72
11/05/2021	40159	Brenntag Pacific, Inc	\$ 13,891.44
11/05/2021	40160	Burgeson's Heating & Air Cond. Inc	\$ 149.00
11/05/2021	40161	California Water Environment Association	\$ 384.00
11/05/2021	40162	Commercial Solar Guy	\$ 5,000.00
11/05/2021	40163	Crown Ace Hardware - Yucaipa	\$ 353.11
11/05/2021	40164	Darlene Trujillo	\$ 67.55
11/05/2021	40165	EPD USA, INC	\$ 1,301.00
11/05/2021	40166	Fastenal Company	\$ 4,122.36
11/05/2021	40167	Grainger	\$ 813.97
11/05/2021	40168	Griswold Industries	\$ 3,716.63
11/05/2021	40169	Hach Company	\$ 1,707.74
11/05/2021	40170	Hasa, Inc.	\$ 4,635.69
11/05/2021	40171	Houston & Harris PCS, Inc.	\$ 1,973.25
11/05/2021	40172	Inland Water Works Supply Co.	\$ 2,666.81
11/05/2021	40173	In-Situ Inc.	\$ 861.23
11/05/2021	40174	Leighton Consulting, Inc.	\$ 3,105.00
11/05/2021	40175	Les Schwab Tire Center	\$ 313.78
11/05/2021	40176	Lowe's Companies, Inc.	\$ 2,216.32
11/05/2021	40177	Merit Oil Company	\$ 7,618.23
11/05/2021	40178	NCL Of Wisconsin Inc	\$ 1,211.14
11/05/2021	40179	NetComp Technologies, Inc.	\$ 950.00
11/05/2021	40180	Novotx	\$ 25,750.00
11/05/2021	40181	Pacific Coast Landscape & Design, Inc.	\$ 2,975.00
11/05/2021	40182	Page Locksmith	\$ 104.97
11/05/2021	40183	Pro-Pipe & Supply, Inc.	\$ 86.16
11/05/2021	40184	Q Versa, LLC	\$ 4,002.50
11/05/2021	40185	Quinn Company	\$ 287.71
11/05/2021	40186	RAIN FOR RENT	\$ 3,400.98
11/05/2021	40187	SB CNTY-Solid Waste Mgmt Div	\$ 43.98
11/05/2021	40188	SCCI, Inc.	\$ 350.00
11/05/2021	40189	Sinclair Rock and Sand Inc.	\$ 4,375.00
11/05/2021	40190	The Dickson Company	\$ 804.53
11/05/2021	40191	The Gas Company	\$ 168.49
11/05/2021	40192	Underground Service Alert Of So. CA	\$ 369.70
11/05/2021	40193	United Rentals Inc.	\$ 3,851.78
11/05/2021	40194	UPS Store#1504/ Mail Boxes Etc.	\$ 15.87
11/05/2021	40195	Westrux International, Inc.	\$ 140.69



## Check Register - November 2021

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
11/05/2021	40196	Yucaipa Disposal, Inc.	\$ 2,047.77
11/05/2021	40197	Yucaipa Valley Water District	\$ 57,030.97
11/08/2021	40198	Alpine Springs	\$ 92.45
11/08/2021	40199	Assoc. SB Cty Special Districts	\$ 170.00
11/08/2021	40200	Brenntag Pacific, Inc	\$ 7,076.27
11/08/2021	40201	BSK Associates	\$ 2,465.00
11/08/2021	40202	California Water Environment Association	\$ 192.00
11/08/2021	40203	CANYON HYDROSEEDING	\$ 12,647.00
11/08/2021	40204	Caselle, Inc.	\$ 2,870.00
11/08/2021	40205	Clinical Laboratory of San Bernardino	\$ 4,193.00
11/08/2021	40206	Corelogic, Inc.	\$ 330.00
11/08/2021	40207	Coverall North America, Inc.	\$ 1,331.00
11/08/2021	40208	Crown Ace Hardware - Yucaipa	\$ 155.52
11/08/2021	40209	Evoqua Water Technologies LLC	\$ 1,157.78
11/08/2021	40210	Flow N Control, Inc.	\$ 14,016.12
11/08/2021	40211	Forstra Filters, Inc.	\$ 719.69
11/08/2021	40212	Freedom Mailing Services	\$ 8,145.60
11/08/2021	40213	Frontier Communications	\$ 170.65
11/08/2021	40214	G&G Environmental Compliance, Inc	\$ 4,897.16
11/08/2021	40215	Grainger	\$ 75.58
11/08/2021	40216	Griswold Industries	\$ 7,770.93
11/08/2021	40217	Hach Company	\$ 1,001.64
11/08/2021	40218	Hasa, Inc.	\$ 3,821.51
11/08/2021	40219	Hemet Valley Tool Inc.	\$ 153.40
11/08/2021	40220	Houston & Harris PCS, Inc.	\$ 1,973.25
11/08/2021	40221	Konica Minolta Business Solutions	\$ 767.35
11/08/2021	40222	Krieger & Stewart, Incorporated	\$ 162,559.84
11/08/2021	40223	Laboratory Calibration Services, LLC.	\$ 880.00
11/08/2021	40224	Les Schwab Tire Center	\$ 351.20
11/08/2021	40225	National Business Furniture LLC	\$ 324.08
11/08/2021	40226	Nexa	\$ 675.00
11/08/2021	40227	Q Versa, LLC	\$ 1,062.50
11/08/2021	40228	San Bdn. Valley Muni. Water Dist.	\$ 5,183.55
11/08/2021	40229	San Gorgonio Pass Water Agency	\$ 5,274.78
11/08/2021	40230	Separation Processes, Inc.	\$ 17,561.06
11/08/2021	40231	State of California - Department of Just	\$ 64.00
11/08/2021	40232	Time Warner Cable	\$ 1,719.58
11/08/2021	40233	Yucaipa Disposal, Inc.	\$ 455.06
11/15/2021	40234	APGN Inc.	\$ 308,018.85
11/15/2021	40235	Delta Ventures Inc.	\$ 7,500.00
11/15/2021	40236	Dudek & Associates, Inc	\$ 1,397.50
11/15/2021	40237	E.J. Meyer Company, Inc	\$ 88,576.38
11/15/2021	40238	Geoscience Support Services, Inc.	\$ 699.50
11/15/2021	40239	One Stop Landscape Supply Inc	\$ 22,199.50
11/15/2021	40240	Separation Processes, Inc.	\$ 1,996.00
11/15/2021	40241	Spiess Construction Company Inc	\$ 152,373.07

## Check Register - November 2021

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
11/15/2021	40242	Meyers Nave, A Professional Corporation	\$ 19,970.50
11/19/2021	40243	ELISALDA, RONALD C	\$ 2,907.06
11/19/2021	40244	HUTCHINSON, DANIEL G	\$ 2,907.87
11/19/2021	40245	RIVERA, MICHAEL J	\$ 3,584.26
11/19/2021	40246	California State Disbursement Unit	\$ 628.14
11/19/2021	40247	WageWorks Inc	\$ 1,686.89
11/19/2021	40248	AT&T Mobility	\$ 2,322.29
11/19/2021	40249	Ben Gradias	\$ 210.53
11/19/2021	40250	Best Home Center	\$ 8.57
11/19/2021	40251	Brenntag Pacific, Inc	\$ 14,758.27
11/19/2021	40252	California Water Environment Association	\$ 384.00
11/19/2021	40253	Clark Pest Control	\$ 118.00
11/19/2021	40254	Crown Ace Hardware - Yucaipa	\$ 252.11
11/19/2021	40255	Dudek & Associates, Inc	\$ 7,375.00
11/19/2021	40256	Evoqua Water Technologies LLC	\$ 1,196.07
11/19/2021	40257	Five Star Glass	\$ 466.47
11/19/2021	40258	Grainger	\$ 590.05
11/19/2021	40259	Griswold Industries	\$ 22,560.74
11/19/2021	40260	Houston & Harris PCS, Inc.	\$ 1,973.25
11/19/2021	40261	JW D'Angelo Co.	\$ 24,821.10
11/19/2021	40262	Les Schwab Tire Center	\$ 82.80
11/19/2021	40263	Merit Oil Company	\$ 4,188.66
11/19/2021	40264	Microsoft Corporation	\$ 2,821.00
11/19/2021	40265	Multi-State Salinity Coalition	\$ 2,295.00
11/19/2021	40266	Pacific Coast Landscape & Design, Inc.	\$ 12,650.00
11/19/2021	40267	Propeller Aero Inc	\$ 8,250.00
11/19/2021	40268	Pro-Pipe & Supply, Inc.	\$ 49.93
11/19/2021	40269	Redlands-Yucaipa Rentals Inc.	\$ 43.55
11/19/2021	40270	Redline	\$ 18,378.03
11/19/2021	40271	SCE Rosemead	\$ 436,796.73
11/19/2021	40272	Spectrum Business	\$ 3,668.00
11/19/2021	40273	Superior Automotive Warehouse, Inc	\$ 463.22
11/19/2021	40274	The Counseling Team International	\$ 300.00
11/19/2021	40275	Trojan Technologes Group ULC	\$ 262.52
11/19/2021	40276	Uline, Inc.	\$ 2,346.20
11/19/2021	40277	Watertrax USA Inc.	\$ 26,365.50
11/22/2021	40278	Aflac	\$ 2,576.53
11/22/2021	40279	Blue Shield of California	\$ 4,025.30
11/22/2021	40280	Nippon Life Insurance Co	\$ 2,768.71
11/22/2021	40281	Standard Dental Insurance Co	\$ 1,309.12
11/22/2021	40282	Standard Insurance Vision Plan	\$ 329.56
11/22/2021	40283	Western Dental Services Inc	\$ 154.98
11/22/2021	40284	Cobb's Printing, LLC	\$ 438.54
11/22/2021	40285	Doug Earnest	\$ 685.14
11/22/2021	40286	Jesse McCartney	\$ 685.14
11/22/2021	40287	Joe DeSalliers	\$ 603.35

## Check Register - November 2021

Date	Check #	Payee or Description	Amount
11/22/2021	40288	Peggy Little	\$ 685.14
11/22/2021	40289	Robert Wall	\$ 1,598.26
11/22/2021	40290	WageWorks, Inc.	\$ 191.75
11/22/2021	40291	Assoc. SB Cty Special Districts	\$ 375.00
11/22/2021	40292	Atkinson, Andelson, Loya, Ruud & Romo	\$ 485.25
11/22/2021	40293	Clerk of the Board of Supervisors	\$ 50.00
11/22/2021	40294	Riverside County Clerk	\$ 2,530.25
			<b><u>\$ 1,743,313.71</u></b>
11/05/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 158,481.39
11/05/2021	electronic pmt	CalPERS 457 & Loan	\$ 27,041.23
11/05/2021	electronic pmt	CalPERS Retirement	\$ 32,473.97
11/05/2021	electronic pmt	EDD - State of California	\$ 12,429.57
11/05/2021	electronic pmt	IRS	\$ 64,832.25
11/05/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 3,759.74
11/19/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 195,062.30
11/19/2021	electronic pmt	CalPERS 457 & Loan	\$ 24,572.67
11/19/2021	electronic pmt	CalPERS Retirement	\$ 32,645.36
11/19/2021	electronic pmt	EDD - State of California	\$ 13,932.89
11/19/2021	electronic pmt	IRS	\$ 76,847.78
11/19/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,052.74
11/22/2021	electronic pmt	CalPERS Health Insurance	\$ 87,305.15
			<b><u>\$ 733,437.04</u></b>

# Staff Report



Yucaipa Valley Water District

# Discussion Items





**Date:** December 21, 2021 **Task:** Not Applicable

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

**Subject:** Consideration of Resolution No. 2021-69 Authorizing the Execution and Delivery of a Joint Exercise of Powers Agreement to Create the Yucaipa Valley Water District Financing Authority and Authorizing Certain Other Matters in Connection Therewith

**Recommendation:** That the Board adopt Resolution No. 2021-69.

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On June 2, 2004, the Yucaipa Valley Water District created the Yucaipa Valley Water District Financing Corporation to finance the construction of the Yucaipa Valley Regional Water Filtration Facility. On June 29, 2004, the Yucaipa Valley Water District Financing Corporation issued \$45,730,000 as Series 2004A Certificates of Participation for the construction of the new drinking water filtration facility. About ten years later on February 12, 2015, the Yucaipa Valley Water District refinanced the 2004A Certificates of Participation by issuing Water System Refunding Revenue Bonds as Series 2015A in the amount of \$30,810,000.

To provide financing for the sewer treatment plant, recycled water system, and brine disposal pipeline, the Yucaipa Valley Water District relied on low-interest State Revolving Fund Loans provided by the State Water Resources Control Board. The following State Revolving Fund loans have been secured by the District:

- Wochholz Regional Water Recycling Facility Expansion - In 2010, the District started the repayment of a State Revolving Fund loan (2.4% interest rate) in the amount of \$44,748,356 that was used for the expansion and upgrade of the Wochholz Regional Water Recycling Facility.
- Yucaipa Valley Regional Brineline – In 2014, the District started the repayment of a State Revolving Fund loan (2.7% interest rate) in the amount of \$9,752,100 for the construction of the Yucaipa Valley Regional Brineline. The total construction cost for this facility was \$19,706,156 which was also funded by several grants and cash.
- Wochholz Improved Salinity Effluent Project (W.I.S.E.) – In 2014, the District started the repayment of a State Revolving Fund loan (2.2% interest rate) in the amount of \$2,988,095 for the construction of the reverse osmosis equipment at the Wochholz Regional Water Recycling Facility to achieve compliance with the Regional Water Quality Control Board Basin Plan objectives. The construction cost for this facility was \$5,003,170 which was also funded by grants and cash.
- Recycled Water Reservoir R-10.3 – In 2014, the District started the repayment of a State Revolving Fund loan (2.2% interest rate) in the amount of \$871,570 for the construction

of the Recycled Water Reservoir Complex R-10.3. The construction cost for this facility was \$4,177,087 which was also funded by grants and cash.

- Crow Street Recycled Water Pipeline and Booster B-12.1 – In 2016, the District started the repayment of a State Revolving Fund loan (2.2% interest rate) in the amount of \$310,179 for the construction of the Crow Street Recycled Water Pipeline and Recycled Water Booster Station B-12.1. The construction cost for this facility was \$2,972,167 which was also funded by grants and cash.
- Calimesa Recycled Water Pipeline Project - In 2021, the District received a State Revolving Fund loan (0.9% interest rate) and grant for \$1,758,750 for the expected project cost of \$5,785,000 to be used to construct the Calimesa Recycled Water Pipeline Project. This project will begin construction in early 2022.

Over the past several months, the Yucaipa Valley Water District staff has been working with our financial advisors from Fieldman Rolapp to develop a plan to review the current debt structure of the District to fund capital improvement projects that will improve water quality and water reliability throughout our service area by accelerating the construction of several capital improvement projects.

On December 7, 2021, the Board of Directors approved Resolution No. 2021-62 creating the Yucaipa Valley Water District Financing Authority (Financing Authority) as a seven-member board - five officials from the Yucaipa Valley Water District and two officials from the San Bernardino Valley Municipal Water District.

On December 14, 2021, the Board of Directors of the San Bernardino Valley Municipal Water District considered this item and suggested that the Yucaipa Valley Water District Financing Authority (Financing Authority) be comprised of an eight-member board - five officials from the Yucaipa Valley Water District and three officials from the San Bernardino Valley Municipal Water District. The other minor suggested changes by the San Bernardino Valley Municipal Water District are attached to this memorandum for your review. The District staff will continue to work closely with the San Bernardino Valley Municipal Water District board members and staff to refine the Joint Exercise of Powers Agreement which will be presented to the San Bernardino Valley Municipal Water District Board of Directors in January 2022. Any significant proposed changes to the Agreement will be returned to the Board for review and consideration.

Once the formation documents are approved, the Financing Authority will serve to assign all debt obligations, repayment obligations, liability, and risk to the Yucaipa Valley Water District. From a financing perspective, the creation of the Financing Authority provides an opportunity for the Yucaipa Valley Water District to refinance the existing water division and sewer division debt obligations into a single combined debt of the Yucaipa Valley Water District. The Financing Authority would be able to be an active entity to secure the necessary funding, if needed, to proceed with the following projects:

- **Salinity and Groundwater Enhancement (SAGE) Project** - The SAGE Project involves the relocation and expansion of the existing reverse osmosis membrane treatment system at the Wochholz Regional Water Recycling Facility. The related facilities for this equipment will also include a tertiary clarifier, reverse osmosis flush tank, decarbonator, and clean in place systems. The purpose of the SAGE Project is to purify the recycled water produced by the Wochholz Regional Water Recycling Facility to allow for groundwater injection and recharge.

- **Calimesa Aquifer Storage and Recovery (ASR) Project** - The Calimesa ASR Project involves the construction of several injection and extraction wells to fully utilize the recycled water produced from the Salinity and Groundwater Enhancement (SAGE) Project. These wells will allow for the storage of recycled water and extraction of drinking water in the Calimesa area.
- **Calimesa Regional Recycled Water Pipeline Project** - The Calimesa Regional Recycled Water Pipeline Project involves the construction of a recycled water transmission pipeline that will provide recycled water to dual-plumbed homes in Calimesa and supply recycled water to the Calimesa ASR Project.
- **R-12.5 Recycled Water Reservoir** - The R-12.5 Recycled Water Reservoir Complex is needed for the Calimesa Aquifer Storage and Recovery (ASR) Project as well as the sustainable construction of dual-plumbed communities in the Calimesa area.
- **Wochholz Regional Water Recycling Facility (WRWRF) Energy Resiliency Project** - The District is preparing to add energy resiliency equipment at the Wochholz Regional Water Recycling Facility that will include solar panels, battery storage equipment, and a natural gas generator. In order to construct this microgrid facility, the District will extend natural gas service and an access roadway to the Wochholz Regional Water Recycling Facility.
- **Yucaipa Valley Regional Water Filtration Facility (YVRWFF) Energy Resiliency Project** - The District is preparing to add energy resiliency equipment at the Yucaipa Valley Regional Water Filtration Facility that will include solar panels, battery storage equipment, and a natural gas generator. In order to construct this microgrid facility, the District will extend natural gas service and make other improvements to the Yucaipa Valley Regional Water Filtration Facility.
- **Salinity Concentration Reduction and Minimization (SCRAM) System** - The District has designed and prepared the existing building for the installation of Salinity Concentration Reduction and Minimization (SCRAM) equipment at the Yucaipa Valley Regional Water Filtration Facility. The installation and operation of this equipment will significantly reduce the amount of backwash water generated from this facility resulting in more than 1.0 million gallons per day of drinking water instead of recycled water.
- **Pressure Zone 11 Recycled Water Pipeline and Booster Station Project** - The District has installed some of the equipment needed for the construction of a recycled water booster station at the R-10 Recycled Water Reservoir Complex to lift water to the planned R-11 Recycled Water Reservoir. The booster facility will be connected to Pressure Zone 11 pipelines with the construction of approximately five miles of 20" recycled water conveyance pipeline.
- **Recycled Water Reservoir R-11.4 Project** - The District is preparing for the construction of a recycled water in Pressure Zone 11. Currently a recycled water reservoir does not exist in this pressure zone and recycled water must be pressure reduced from the Pressure Zone 12 which results in a great deal of wasted energy.



- **Resource Ranch Water Capture and Recharge Facility** - The District is planning to purchase approximately 50 acres for the construction of recharge facilities needed to recharge the San Timoteo Groundwater Basin with stormwater and high purity recycled water in order to enhance existing habitat resources. The spreading operations at the Resource Ranch will require the construction of spreading basins, two 150,000 gallon recycled water storage reservoirs, and associated pipeline facilities to provide fire protection, basin recharge, and discharge capabilities at this facility.
- **Calimesa Lake** - The District is planning to construct a five acre lake adjacent to the Oak Valley Town Center Project to provide improved aesthetics for the region as well as an environmental buffer for ultra-pure recycled water that will be used within the District's service area and as part of the Aquifer Storage and Recovery Project. This facility will also include a small treatment system and circulation pumps for the water facility.
- **North Bench Recycled Water Facilities** - The District is planning to construct a series of booster facilities, pipelines and recycled water storage reservoirs to provide recycled water service to the North Bench area in the City of Yucaipa.
- **Supervisory Control and Data Acquisition Systems** - The District is currently preparing to upgrade existing Supervisory Control and Data Acquisition (SCADA) systems throughout the District to maintain the most current operating equipment to protect and control drinking water, sewer, recycled water, and brine disposal operations.

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**JOINT EXERCISE OF POWERS AGREEMENT**

**by and between**

**YUCAIPA VALLEY WATER DISTRICT**

**and**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**creating the**

**YUCAIPA VALLEY WATER DISTRICT FINANCING AUTHORITY**

**~~December 7, 2021~~**

**, 2022**

## JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated ~~December 7~~, ~~2021~~2022, by and between the YUCAIPA VALLEY WATER DISTRICT, a county water district that is duly organized and existing under and by virtue of the laws of the State of California, (“YVWD”), and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district that is organized and existing under and by virtue of the laws of the State of California (“SBVMWD”).

### DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Act”) authorizes YVWD and SBVMWD to create a joint exercise of powers entity which has the power to exercise any powers common to YVWD and SBVMWD and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the Yucaipa Valley Water District Financing Authority (the “Authority”) for the purposes and to exercise the powers described herein.

B. YVWD and SBVMWD are each authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Water Code, the California Government Code and other laws of the State of California.

C. Article 4 of the Act (known as the “Marks-Roos Local Bond Pooling Act of 1985”) authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, YVWD or SBVMWD for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

### TERMS OF AGREEMENT

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

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

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

“Authority” shall mean the Yucaipa Valley Water District Financing Authority created by this Agreement.

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

“Bonds” shall mean bonds and any other evidences of indebtedness of the Authority authorized and issued pursuant to the Act.

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

~~4843-5280-4861v5/024636-0006~~[4843-5280-4861v6/024636-0006](#)

“Local Agency” shall mean YVWD or any other public agency which enters into a Security Agreement with the Authority.

“Members” shall mean YVWD and SBVMWD.

“Security Agreement” means any installment purchase agreement, lease agreement, payment agreement or other agreement which in each case obligates a Local Agency to pay all or a portion of the principal and interest on Bonds.

“State” shall mean the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of capital improvement projects of the Local Agencies, working capital for the Local Agencies and other costs described in the Act by exercising the powers referred to in this Agreement. Any Bonds issued by the Authority shall be solely for projects benefiting the Local Agency or Local Agencies entering into a Security Agreement with respect to such Bonds.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until the Members terminate this Agreement in writing; provided however this Agreement shall not terminate so long as any Bonds or other obligations of the Authority remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

(a) *Creation of the Authority.* There is hereby created pursuant to the Act an authority and public entity to be known as the “Yucaipa Valley Water District Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The geographic boundaries of the Authority shall be coextensive with the boundaries of the Members. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members. Notwithstanding any other provision of this Agreement, the Authority shall not have the power to incur any debt, liability or obligation that is not subject to the preceding sentence, including but not limited to any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits.

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

(b) *Governing Board.* The Authority shall be administered by the Board, which shall consist of five members appointed by YVWD and ~~two~~three members appointed by SBVMWD. The term of office as a member of the Board shall terminate when such member of the Board shall cease to hold his or her respective office at YVWD or SBVMWD, as applicable, and the successor to such officer or director of YVWD or SBVMWD, as applicable, shall become a member of the Board, upon assuming such office.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) Meetings of Board.

(1) The Board shall hold regular meetings on the first and third Tuesdays of each calendar month at 6:00 P.M. at the offices of YVWD unless the Board determines to meet at an alternate location in accordance with California law. The Board may suspend the holding of regular meetings so long as there is no need for Authority business. The Board may hold special meetings at any time and from time to time in accordance with law, provided that, so long as required by the Act, any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda for a regular meeting of the Authority.

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

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

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

(d) Officers; Duties; Bonds.

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer. Such officers may be directors or officers of YVWD serving *ex officio*.

(2) The Chair of the Authority shall be the Board member who is the President of YVWD. The term of office of the Chair shall be the same as the term of the President of YVWD. The Chair shall preside at all meetings of the Authority, and shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority.

(3) The Vice Chair of the Authority shall be the Board member who is the Vice President of YVWD. The term of office of the Vice Chair shall be the same as the term of the Vice President of YVWD. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair, until such time as a new Chair is selected or appointed.

(4) The General Manager of YVWD is hereby designated as the Executive Director of the Authority and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments

executed by the Authority. In addition, subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Executive Director is designated as the public officer or person who has charge of, handles or has access to any property of the Authority, and shall file an official bond if so required by the Board and, as such, shall have the powers, duties and responsibilities that are specified in Section 6505.1 of the Act.

(5) The Secretary of YVWD is hereby designated as the Secretary of the Authority. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office. Any assistant secretary of YVWD shall also serve as an assistant secretary of the Authority and may take any actions for which the Secretary has become authorized by the Agreement, any Indenture, and any resolution of the Board of the Authority or otherwise.

(6) The Treasurer of YVWD is hereby designated as the Treasurer of the Authority. The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond as required by the Board, and as such shall have the power, duties and responsibilities that are specified in Section 6505.1 of the Act. The cost of the bond shall be paid by the Authority.

(7) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of January, April, July and October of each year to the Board and the Members, which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(8) The services of the officers shall be without compensation by the Authority. YVWD may provide such other administrative services as required by the Authority.

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

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

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

(12) The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4(a) hereof, the confirmation provided immediately above, and the Act, YVWD shall indemnify, defend and hold harmless the Authority and the other Members and each of the Authority and the other Member's officers, directors, employees, attorneys and agents from and against any and all costs, expenses, losses, claims, damages, and liabilities directly or indirectly arising out of or in connection with the activities of the Authority. Each Member may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by YVWD. Notwithstanding the provisions of Section 895.6 of the Government Code of the State, a Member shall not have any right to contribution from the Authority. This paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by YVWD for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by YVWD, and the Authority at the time of making such advance as provided by Section 6512.1 of the Act. It is mutually understood and agreed that the Members have no obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority.

Section 10. Bonds.

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

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets that are pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority or the Members. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any Members (other than property of the Member executing a Security Agreement to secure such Bonds and only to the extent set forth in such Security Agreement) or any Authority income or receipts or any Members income or receipts (other than income or receipts of the Member executing a Security Agreement to secure such Bonds and only to the extent set forth in such Security Agreement) except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including any Member, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds, nor shall the State or any public agency or instrumentality thereof, including any Member, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.



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

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

Section 12. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

The Authority shall require that each Indenture provide that if a trustee is appointed thereunder, such trustee shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(a) *Audits.* The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act; provided, however, that if the Authority is deemed a component unit of the District, no independent audit of the Authority shall be required. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) *Audit Reports.* The Treasurer of the Authority, as soon as practicable after the close of each fiscal year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to this Section 12(b) as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 14. Adoption of Certain Codes and Policies. The Authority shall, by resolution, adopt a Conflict of Interest Code, an investment policy and a debt management policy to the extent required by law. Such Conflict of Interest Code, investment policy and debt management policy may be the respective code or policies of YVWD.

Section 15. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 16. Withdrawal. No Member may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 17. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Members when each party has executed a counterpart of this Agreement.

Section 18. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 19. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 20. Amendment of Agreement. This Agreement may only be amended by supplemental agreement executed by the ~~Members~~board of directors of each Member at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 21. Waiver of Personal Liability. No Member, member of the Board, officer or employee of the Authority or the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Members, members of the Board, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no Member, member of the Board, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 22. Notices. Notices to a Member hereunder shall be sufficient if delivered to the General Manager of such Member.

Section 23. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 24. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

The principal office of the Authority shall be the principal office of YVWD.

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

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

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

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

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Document 1 ID	netdocuments://4843-5280-4861/5
Description	Joint Powers Agreement (YVWD)
Document 2 ID	netdocuments://4843-5280-4861/6
Description	Joint Powers Agreement (YVWD)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	13
Deletions	12
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	25

## **RESOLUTION NO. 2021-69**

### **A RESOLUTION OF THE BOARD OF DIRECTORS AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT EXERCISE OF POWERS AGREEMENT TO CREATE THE YUCAIPA VALLEY WATER DISTRICT FINANCING AUTHORITY AND AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Yucaipa Valley Water District (“YVWD”), acting pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “JPA Law”), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code § 6588, exercise certain additional powers; and

WHEREAS, Yucaipa Valley Water District and the San Bernardino Valley Municipal Water District desire to create and establish the Yucaipa Valley Water District Financing Authority pursuant to the JPA Law to assist YVWD in issuing revenues bonds or incurring other financial obligations from time-to-time; and

WHEREAS, there has been presented to the Board at this meeting a proposed form of Joint Exercise of Powers Agreement by and among Yucaipa Valley Water District and the San Bernardino Valley Municipal Water District, which Joint Exercise of Powers Agreement creates the Yucaipa Valley Water District Financing Authority (the “Financing JPA”); and

WHEREAS, under California law and the Joint Exercise of Powers Agreement, the Financing JPA will be a public entity separate and apart from Yucaipa Valley Water District and the San Bernardino Valley Municipal Water District and the debts, liabilities and obligations of the Financing JPA will not be the debts, liabilities or obligations of the San Bernardino Valley Municipal Water District; and

WHEREAS, the Board of Directors of Yucaipa Valley Water District has reviewed the Joint Exercise of Powers Agreement and the provisions of the California Environmental Quality Act (“CEQA”) and has considered whether any direct or indirect physical changes to the environment will result from entering into the Joint Exercise of Powers Agreement and from creating the Financing JPA, and has considered whether taking either or both of those actions may possibly have a significant effect on the environment.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT HEREBY FINDS, DETERMINES, DECLARES AND RESOLVES AS FOLLOWS:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The form of the Joint Exercise of Powers Agreement attached hereto as Exhibit A is hereby approved. The President or Vice-President of YVWD, acting singly, are each hereby authorized to execute and deliver the Joint Exercise of Powers Agreement substantially in the approved form, with such changes, insertions and omissions as may be recommended by YVWD General Counsel or Stradling Yocca Carlson & Rauth, a Professional Corporation, as bond counsel, said execution being conclusive evidence of such approval.

SECTION 3. The Board of Directors of YVWD does hereby determine that authorizing (1) the creation of the Financing JPA, (2) the execution of the Joint Exercise of Powers Agreement, and (3) all steps that are reasonably convenient or necessary to create the Financing JPA, does not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of YVWD that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility

that the proposed action in question may have a significant effect on the environment, and thus the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

SECTION 4. The President, the Vice-President, the General Manager and any other proper officer of YVWD, acting singly, are each hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Joint Exercise of Powers Agreement.

SECTION 5. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Exercise of Powers Agreement unless the context otherwise clearly requires.

SECTION 6. This resolution shall take effect immediately.

ADOPTED at a regular meeting of the Board of Directors at Yucaipa, California, this 21<sup>st</sup> day of December, 2021.

AYES:

NOES:

ABSENT:

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Chris Mann, President

ATTEST:

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Joseph B. Zoba, Secretary

**EXHIBIT A**

**JOINT EXERCISE OF POWERS AGREEMENT**

**CREATING THE**

**YUCAIPA VALLEY WATER DISTRICT FINANCING AUTHORITY**



*Stradling Yocca Carlson & Rauth*  
Draft of ~~11/9/21~~ 12/14/21

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**JOINT EXERCISE OF POWERS AGREEMENT**

**by and between**

**YUCAIPA VALLEY WATER DISTRICT**

**and**

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

**creating the**

**YUCAIPA VALLEY WATER DISTRICT FINANCING AUTHORITY**

~~December 7, 2021~~

, 2022

~~4843-5280-4861v5/024636-0006~~ 4843-5280-4861v6/024636-0006

## JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated ~~December 7~~, ~~2021~~2022, by and between the YUCAIPA VALLEY WATER DISTRICT, a county water district that is duly organized and existing under and by virtue of the laws of the State of California, (“YVWD”), and SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district that is organized and existing under and by virtue of the laws of the State of California (“SBVMWD”).

### DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code (the “Act”) authorizes YVWD and SBVMWD to create a joint exercise of powers entity which has the power to exercise any powers common to YVWD and SBVMWD and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the Yucaipa Valley Water District Financing Authority (the “Authority”) for the purposes and to exercise the powers described herein.

B. YVWD and SBVMWD are each authorized to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Water Code, the California Government Code and other laws of the State of California.

C. Article 4 of the Act (known as the “Marks-Roos Local Bond Pooling Act of 1985”) authorizes and empowers the Authority to issue bonds and to purchase bonds issued by, or to make loans to, YVWD or SBVMWD for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

### TERMS OF AGREEMENT

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

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

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

“*Authority*” shall mean the Yucaipa Valley Water District Financing Authority created by this Agreement.

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

“*Bonds*” shall mean bonds and any other evidences of indebtedness of the Authority authorized and issued pursuant to the Act.

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

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“*Local Agency*” shall mean YVWD or any other public agency which enters into a Security Agreement with the Authority.

“*Members*” shall mean YVWD and SBVMWD.

“*Security Agreement*” means any installment purchase agreement, lease agreement, payment agreement or other agreement which in each case obligates a Local Agency to pay all or a portion of the principal and interest on Bonds.

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

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of capital improvement projects of the Local Agencies, working capital for the Local Agencies and other costs described in the Act by exercising the powers referred to in this Agreement. Any Bonds issued by the Authority shall be solely for projects benefiting the Local Agency or Local Agencies entering into a Security Agreement with respect to such Bonds.

Section 3. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect until the Members terminate this Agreement in writing; provided however this Agreement shall not terminate so long as any Bonds or other obligations of the Authority remain outstanding under the terms of any indenture, trust agreement, contract, agreement, lease, sublease or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

(a) *Creation of the Authority*. There is hereby created pursuant to the Act an authority and public entity to be known as the “Yucaipa Valley Water District Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The geographic boundaries of the Authority shall be coextensive with the boundaries of the Members. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members. Notwithstanding any other provision of this Agreement, the Authority shall not have the power to incur any debt, liability or obligation that is not subject to the preceding sentence, including but not limited to any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits.

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

(b) *Governing Board*. The Authority shall be administered by the Board, which shall consist of five members appointed by YVWD and ~~two~~three members appointed by SBVMWD. The term of office as a member of the Board shall terminate when such member of the Board shall cease to hold his or her respective office at YVWD or SBVMWD, as applicable, and the successor to such officer or director of YVWD or SBVMWD, as applicable, shall become a member of the Board, upon assuming such office.

Members of the Board shall not receive any compensation for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

(c) Meetings of Board.

(1) The Board shall hold regular meetings on the first and third Tuesdays of each calendar month at 6:00 P.M. at the offices of YVWD unless the Board determines to meet at an alternate location in accordance with California law. The Board may suspend the holding of regular meetings so long as there is no need for Authority business. The Board may hold special meetings at any time and from time to time in accordance with law, provided that, so long as required by the Act, any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda for a regular meeting of the Authority.

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

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

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

(d) Officers; Duties; Bonds.

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer. Such officers may be directors or officers of YVWD serving *ex officio*.

(2) The Chair of the Authority shall be the Board member who is the President of YVWD. The term of office of the Chair shall be the same as the term of the President of YVWD. The Chair shall preside at all meetings of the Authority, and shall submit such information and recommendations to the Board as he or she may consider proper concerning the business, policies and affairs of the Authority.

(3) The Vice Chair of the Authority shall be the Board member who is the Vice President of YVWD. The term of office of the Vice Chair shall be the same as the term of the Vice President of YVWD. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair, until such time as a new Chair is selected or appointed.

(4) The General Manager of YVWD is hereby designated as the Executive Director of the Authority and shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments

executed by the Authority. In addition, subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Executive Director is designated as the public officer or person who has charge of, handles or has access to any property of the Authority, and shall file an official bond if so required by the Board and, as such, shall have the powers, duties and responsibilities that are specified in Section 6505.1 of the Act.

(5) The Secretary of YVWD is hereby designated as the Secretary of the Authority. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office. Any assistant secretary of YVWD shall also serve as an assistant secretary of the Authority and may take any actions for which the Secretary has become authorized by the Agreement, any Indenture, and any resolution of the Board of the Authority or otherwise.

(6) The Treasurer of YVWD is hereby designated as the Treasurer of the Authority. The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond as required by the Board, and as such shall have the power, duties and responsibilities that are specified in Section 6505.1 of the Act. The cost of the bond shall be paid by the Authority.

(7) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of January, April, July and October of each year to the Board and the Members, which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(8) The services of the officers shall be without compensation by the Authority. YVWD may provide such other administrative services as required by the Authority.

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

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

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

(12) The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4(a) hereof, the confirmation provided immediately above, and the Act, YVWD shall indemnify, defend and hold harmless the Authority and the other Members and each of the Authority and the other Member's officers, directors, employees, attorneys and agents from and against any and all costs, expenses, losses, claims, damages, and liabilities directly or indirectly arising out of or in connection with the activities of the Authority. Each Member may elect to defend itself in any such action with counsel of its choice, the reasonable fees of such counsel to be paid by YVWD. Notwithstanding the provisions of Section 895.6 of the Government Code of the State, a Member shall not have any right to contribution from the Authority. This paragraph shall survive the termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by YVWD for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance made in respect of a revenue-producing facility shall be made subject to repayment, and shall be repaid, in the manner agreed upon by YVWD, and the Authority at the time of making such advance as provided by Section 6512.1 of the Act. It is mutually understood and agreed that the Members have no obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority.

Section 10. Bonds.

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

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets that are pledged therefor under the applicable Indenture(s) and shall not constitute a charge against the general credit of the Authority or the Members. The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any Members (other than property of the Member executing a Security Agreement to secure such Bonds and only to the extent set forth in such Security Agreement) or any Authority income or receipts or any Members income or receipts (other than income or receipts of the Member executing a Security Agreement to secure such Bonds and only to the extent set forth in such Security Agreement) except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including any Member, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds, nor shall the State or any public agency or instrumentality thereof, including any Member, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

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

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

Section 12. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

The Authority shall require that each Indenture provide that if a trustee is appointed thereunder, such trustee shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 12.

(a) *Audits.* The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act; provided, however, that if the Authority is deemed a component unit of the District, no independent audit of the Authority shall be required. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 12, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) *Audit Reports.* The Treasurer of the Authority, as soon as practicable after the close of each fiscal year but in any event within the time necessary to comply with the requirements of the Act shall file a report of the audit performed pursuant to this Section 12(b) as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 13. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 14. Adoption of Certain Codes and Policies. The Authority shall, by resolution, adopt a Conflict of Interest Code, an investment policy and a debt management policy to the extent required by law. Such Conflict of Interest Code, investment policy and debt management policy may be the respective code or policies of YVWD.



Section 15. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 16. Withdrawal. No Member may withdraw from this Agreement prior to the end of the term of this Agreement determined in accordance with Section 3.

Section 17. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Members when each party has executed a counterpart of this Agreement.

Section 18. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 19. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 20. Amendment of Agreement. This Agreement may only be amended by supplemental agreement executed by the ~~Members~~ board of directors of each Member at any time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 21. Waiver of Personal Liability. No Member, member of the Board, officer or employee of the Authority or the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Members, members of the Board, officers or employees against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no Member, member of the Board, officer or employee of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 22. Notices. Notices to a Member hereunder shall be sufficient if delivered to the General Manager of such Member.

Section 23. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 24. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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

The principal office of the Authority shall be the principal office of YVWD.

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

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

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

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

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

ATTEST:

\_\_\_\_\_  
Secretary

| ~~4843-5280-4861v5/024636-0006~~ [4843-5280-4861v6/024636-0006](#)



Date: December 21, 2021

Task: N/A

Prepared By: Allison M. Edmisten, Chief Financial Officer

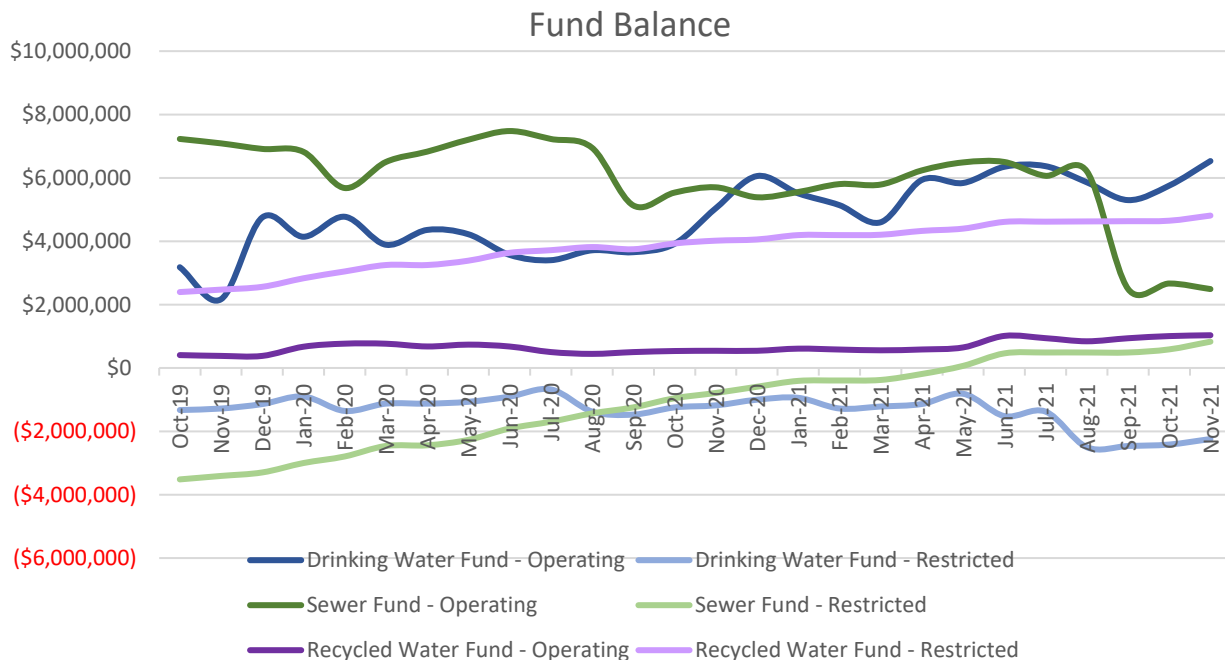
Subject: Presentation of the Unaudited Financial Report for the Period Ending on November 30, 2021

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

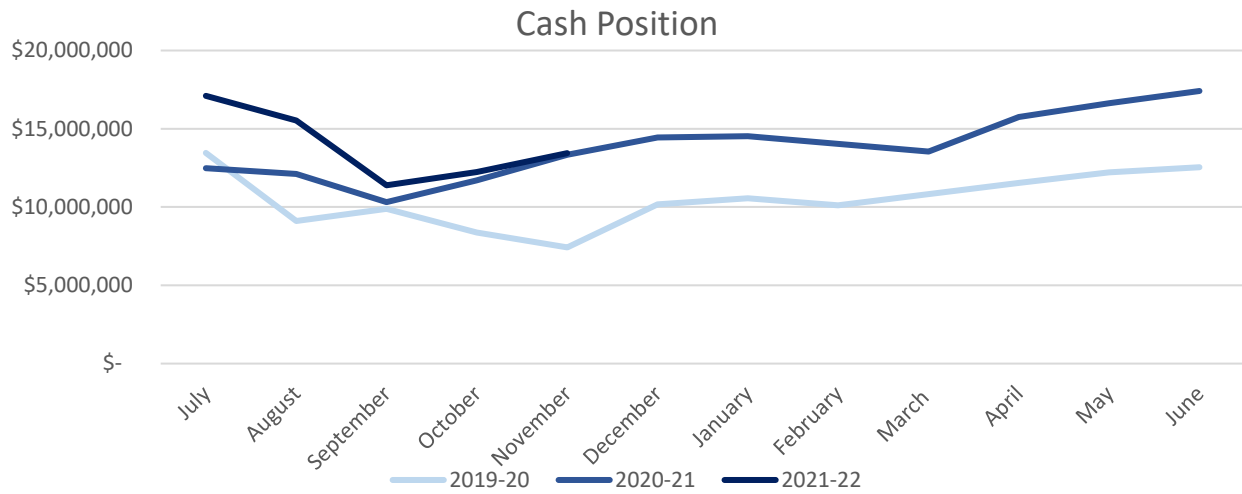
The Cash Fund Balance Report provides a summary of how the total amount of funds maintained by financial institutions is distributed throughout the enterprise and non-enterprise funds of the District. A summary of the report is as follows:



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 - November 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	\$ (7,707,920.50)
	FCC - Future YVRWFF Phase II & III	02-000-10403	\$ 729,301.54
	FCC - Recycled System	02-000-10410	\$ (386,632.81)
	FCC - Booster Pumping Plants	02-000-10411	\$ 1,114,410.65
	FCC - Pipeline Facilities	02-000-10412	\$ 1,488,770.26
	FCC - Water Storage Reservoirs	02-000-10413	\$ 1,749,142.04
	FCC - Excess Drinking Water	02-000-10414	\$ 476,375.25
Subtotal Restricted Funds			\$ (2,243,407.72)
Operating	Infrastructure Reserves	02-000-10311	\$ 3,377,440.12
	Sustainability Fund	02-000-10313	\$ 132,978.16
	Rate Stabilization Fund	02-000-10314	\$ 500,209.14
	Supplemental Water Fund - San Bernardino	02-000-10315	\$ 1,628,835.97
	Supplemental Water Fund - Riverside	02-000-10316	\$ 1,003,179.26
	Operating Funds:		\$ (111,145.10)
Subtotal Operating Funds			\$ 6,531,497.55
<b>Total Water Division</b>			<b>\$ 4,288,089.83</b>
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	\$ 4,438,656.44
	FCC - Future WWTP Expansion	03-000-10407	\$ 3,231,758.40
	FCC - Sewer Interceptors	03-000-10415	\$ (431,880.14)
	FCC - Lift Stations	03-000-10416	\$ 524,700.84
	FCC - Effluent Disposal Facilities	03-000-10417	\$ (1,029,887.30)
FCC - Salt Mitigation Facilities	03-000-10418	\$ (6,796,361.61)	
Subtotal Restricted Funds			\$ 830,149.63
Operating	Project Fund - Encumbered	03-000-10215	\$ 1,400,805.00
	Infrastructure Reserves	03-000-10311	\$ 3,775,953.69
	Rate Stabilization Fund	03-000-10314	\$ 1,464,394.90
	Operating Funds:		\$ (4,150,979.27)
Subtotal Operating Funds			\$ 2,490,174.32
<b>Total Wastewater Division</b>			<b>\$ 3,320,323.95</b>
Recycled Water Division		GL#	Balance
Restricted	*FCC - Recycled System	04-000-10400	\$ -
	FCC - Recycled System	04-000-10410	\$ 441,177.76
	FCC - Booster Pumping Plants	04-000-10411	\$ 308,372.75
	FCC - Pipeline Facilities	04-000-10412	\$ 2,166,115.54
	FCC - Water Storage Reservoirs	04-000-10413	\$ 1,816,898.81
	FCC - Excess Recycled Water	04-000-10414	\$ 77,409.58
Subtotal Restricted Funds			\$ 4,809,974.44
Oper	Infrastructure Reserves	04-000-10311	\$ 483,098.44
	Operating Funds:		\$ 549,587.29
Subtotal Operating Funds			\$ 1,032,685.73
<b>Total Recycled Water Division</b>			<b>\$ 5,842,660.17</b>
<b>DISTRICT TOTAL</b>			<b>\$ 13,451,073.95</b>

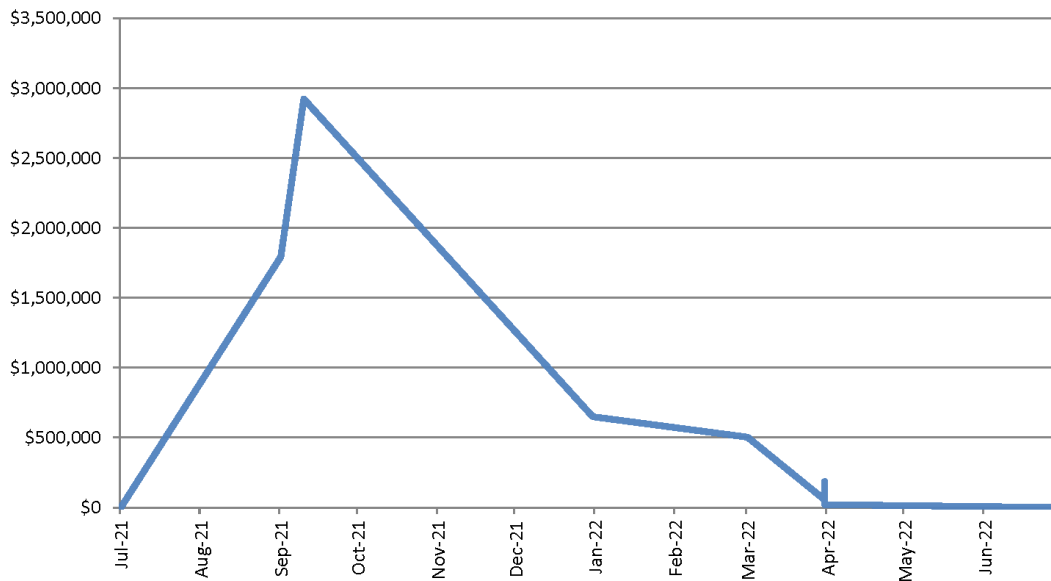


The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

### 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
		<b>Total</b>		<b>\$ 6,129,758.13</b>

#### 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 - November 2021

Date	Check #	Payee or Description	Amount
11/1/2021	40150	Meyers Nave, A Professional Corporation	\$ 20,478.55
11/5/2021	40151	California State Disbursement Unit	\$ 628.14
11/5/2021	40152	IBEW Local #1436	\$ 660.00
11/5/2021	40153	WageWorks Inc	\$ 1,686.89
11/5/2021	40154	Berkshire Hathaway Homestate Companies	\$ 33,351.00
11/5/2021	40155	ADS, LLC	\$ 19,665.00
11/5/2021	40156	All American Sewer Tools	\$ 811.03
11/5/2021	40157	B.L. Wallace Distributor Inc.	\$ 822.35
11/5/2021	40158	Best Home Center	\$ 107.72
11/5/2021	40159	Brenntag Pacific, Inc	\$ 13,891.44
11/5/2021	40160	Burgeson's Heating & Air Cond. Inc	\$ 149.00
11/5/2021	40161	California Water Environment Association	\$ 384.00
11/5/2021	40162	Commercial Solar Guy	\$ 5,000.00
11/5/2021	40163	Crown Ace Hardware - Yucaipa	\$ 353.11
11/5/2021	40164	Darlene Trujillo	\$ 67.55
11/5/2021	40165	EPD USA, INC	\$ 1,301.00
11/5/2021	40166	Fastenal Company	\$ 4,122.36
11/5/2021	40167	Grainger	\$ 813.97
11/5/2021	40168	Griswold Industries	\$ 3,716.63
11/5/2021	40169	Hach Company	\$ 1,707.74
11/5/2021	40170	Hasa, Inc.	\$ 4,635.69
11/5/2021	40171	Houston & Harris PCS, Inc.	\$ 1,973.25
11/5/2021	40172	Inland Water Works Supply Co.	\$ 2,666.81
11/5/2021	40173	In-Situ Inc.	\$ 861.23
11/5/2021	40174	Leighton Consulting, Inc.	\$ 3,105.00
11/5/2021	40175	Les Schwab Tire Center	\$ 313.78
11/5/2021	40176	Lowe's Companies, Inc.	\$ 2,216.32
11/5/2021	40177	Merit Oil Company	\$ 7,618.23
11/5/2021	40178	NCL Of Wisconsin Inc	\$ 1,211.14
11/5/2021	40179	NetComp Technologies, Inc.	\$ 950.00
11/5/2021	40180	Novotx	\$ 25,750.00
11/5/2021	40181	Pacific Coast Landscape & Design, Inc.	\$ 2,975.00
11/5/2021	40182	Page Locksmith	\$ 104.97
11/5/2021	40183	Pro-Pipe & Supply, Inc.	\$ 86.16
11/5/2021	40184	Q Versa, LLC	\$ 4,002.50
11/5/2021	40185	Quinn Company	\$ 287.71
11/5/2021	40186	RAIN FOR RENT	\$ 3,400.98
11/5/2021	40187	SB CNTY-Solid Waste Mgmt Div	\$ 43.98

**Check Register - November 2021**

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
11/5/2021	40188	SCCI, Inc.	\$ 350.00
11/5/2021	40189	Sinclair Rock and Sand Inc.	\$ 4,375.00
11/5/2021	40190	The Dickson Company	\$ 804.53
11/5/2021	40191	The Gas Company	\$ 168.49
11/5/2021	40192	Underground Service Alert Of So. CA	\$ 369.70
11/5/2021	40193	United Rentals Inc.	\$ 3,851.78
11/5/2021	40194	UPS Store#1504/ Mail Boxes Etc.	\$ 15.87
11/5/2021	40195	Westrux International, Inc.	\$ 140.69
11/5/2021	40196	Yucaipa Disposal, Inc.	\$ 2,047.77
11/5/2021	40197	Yucaipa Valley Water District	\$ 57,030.97
11/8/2021	40198	Alpine Springs	\$ 92.45
11/8/2021	40199	Assoc. SB Cty Special Districts	\$ 170.00
11/8/2021	40200	Brenntag Pacific, Inc	\$ 7,076.27
11/8/2021	40201	BSK Associates	\$ 2,465.00
11/8/2021	40202	California Water Environment Association	\$ 192.00
11/8/2021	40203	CANYON HYDROSEEDING	\$ 12,647.00
11/8/2021	40204	Caselle, Inc.	\$ 2,870.00
11/8/2021	40205	Clinical Laboratory of San Bernardino	\$ 4,193.00
11/8/2021	40206	Corelogic, Inc.	\$ 330.00
11/8/2021	40207	Coverall North America, Inc.	\$ 1,331.00
11/8/2021	40208	Crown Ace Hardware - Yucaipa	\$ 155.52
11/8/2021	40209	Evoqua Water Technologies LLC	\$ 1,157.78
11/8/2021	40210	Flow N Control, Inc.	\$ 14,016.12
11/8/2021	40211	Forstra Filters, Inc.	\$ 719.69
11/8/2021	40212	Freedom Mailing Services	\$ 8,145.60
11/8/2021	40213	Frontier Communications	\$ 170.65
11/8/2021	40214	G&G Environmental Compliance, Inc	\$ 4,897.16
11/8/2021	40215	Grainger	\$ 75.58
11/8/2021	40216	Griswold Industries	\$ 7,770.93
11/8/2021	40217	Hach Company	\$ 1,001.64
11/8/2021	40218	Hasa, Inc.	\$ 3,821.51
11/8/2021	40219	Hemet Valley Tool Inc.	\$ 153.40
11/8/2021	40220	Houston & Harris PCS, Inc.	\$ 1,973.25
11/8/2021	40221	Konica Minolta Business Solutions	\$ 767.35
11/8/2021	40222	Krieger & Stewart, Incorporated	\$ 162,559.84
11/8/2021	40223	Laboratory Calibration Services, LLC.	\$ 880.00
11/8/2021	40224	Les Schwab Tire Center	\$ 351.20
11/8/2021	40225	National Business Furniture LLC	\$ 324.08
11/8/2021	40226	Nexa	\$ 675.00
11/8/2021	40227	Q Versa, LLC	\$ 1,062.50
11/8/2021	40228	San Bdno. Valley Muni. Water Dist.	\$ 5,183.55
11/8/2021	40229	San Gorgonio Pass Water Agency	\$ 5,274.78
11/8/2021	40230	Separation Processes, Inc.	\$ 17,561.06
11/8/2021	40231	State of California - Department of Just	\$ 64.00
11/8/2021	40232	Time Warner Cable	\$ 1,719.58



**Check Register - November 2021**

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
11/8/2021	40233	Yucaipa Disposal, Inc.	\$ 455.06
11/15/2021	40234	APGN Inc.	\$ 308,018.85
11/15/2021	40235	Delta Ventures Inc.	\$ 7,500.00
11/15/2021	40236	Dudek & Associates, Inc	\$ 1,397.50
11/15/2021	40237	E.J. Meyer Company, Inc	\$ 88,576.38
11/15/2021	40238	Geoscience Support Services, Inc.	\$ 699.50
11/15/2021	40239	One Stop Landscape Supply Inc	\$ 22,199.50
11/15/2021	40240	Separation Processes, Inc.	\$ 1,996.00
11/15/2021	40241	Spiess Construction Company Inc	\$ 152,373.07
11/15/2021	40242	Meyers Nave, A Professional Corporation	\$ 19,970.50
11/19/2021	40243	ELISALDA, RONALD C	\$ 2,907.06
11/19/2021	40244	HUTCHINSON, DANIEL G	\$ 2,907.87
11/19/2021	40245	RIVERA, MICHAEL J	\$ 3,584.26
11/19/2021	40246	California State Disbursement Unit	\$ 628.14
11/19/2021	40247	WageWorks Inc	\$ 1,686.89
11/19/2021	40248	AT&T Mobility	\$ 2,322.29
11/19/2021	40249	Ben Gradias	\$ 210.53
11/19/2021	40250	Best Home Center	\$ 8.57
11/19/2021	40251	Brenntag Pacific, Inc	\$ 14,758.27
11/19/2021	40252	California Water Environment Association	\$ 384.00
11/19/2021	40253	Clark Pest Control	\$ 118.00
11/19/2021	40254	Crown Ace Hardware - Yucaipa	\$ 252.11
11/19/2021	40255	Dudek & Associates, Inc	\$ 7,375.00
11/19/2021	40256	Evoqua Water Technologies LLC	\$ 1,196.07
11/19/2021	40257	Five Star Glass	\$ 466.47
11/19/2021	40258	Grainger	\$ 590.05
11/19/2021	40259	Griswold Industries	\$ 22,560.74
11/19/2021	40260	Houston & Harris PCS, Inc.	\$ 1,973.25
11/19/2021	40261	JW D'Angelo Co.	\$ 24,821.10
11/19/2021	40262	Les Schwab Tire Center	\$ 82.80
11/19/2021	40263	Merit Oil Company	\$ 4,188.66
11/19/2021	40264	Microsoft Corporation	\$ 2,821.00
11/19/2021	40265	Multi-State Salinity Coalition	\$ 2,295.00
11/19/2021	40266	Pacific Coast Landscape & Design, Inc.	\$ 12,650.00
11/19/2021	40267	Propeller Aero Inc	\$ 8,250.00
11/19/2021	40268	Pro-Pipe & Supply, Inc.	\$ 49.93
11/19/2021	40269	Redlands-Yucaipa Rentals Inc.	\$ 43.55
11/19/2021	40270	Redline	\$ 18,378.03
11/19/2021	40271	SCE Rosemead	\$ 436,796.73
11/19/2021	40272	Spectrum Business	\$ 3,668.00
11/19/2021	40273	Superior Automotive Warehouse, Inc	\$ 463.22
11/19/2021	40274	The Counseling Team International	\$ 300.00
11/19/2021	40275	Trojan Technologes Group ULC	\$ 262.52
11/19/2021	40276	Uline, Inc.	\$ 2,346.20
11/19/2021	40277	Watertrax USA Inc.	\$ 26,365.50

**Check Register - November 2021**

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
11/22/2021	40278	Aflac	\$ 2,576.53
11/22/2021	40279	Blue Shield of California	\$ 4,025.30
11/22/2021	40280	Nippon Life Insurance Co	\$ 2,768.71
11/22/2021	40281	Standard Dental Insurance Co	\$ 1,309.12
11/22/2021	40282	Standard Insurance Vision Plan	\$ 329.56
11/22/2021	40283	Western Dental Services Inc	\$ 154.98
11/22/2021	40284	Cobb's Printing, LLC	\$ 438.54
11/22/2021	40285	Doug Earnest	\$ 685.14
11/22/2021	40286	Jesse McCartney	\$ 685.14
11/22/2021	40287	Joe DeSalliers	\$ 603.35
11/22/2021	40288	Peggy Little	\$ 685.14
11/22/2021	40289	Robert Wall	\$ 1,598.26
11/22/2021	40290	WageWorks, Inc.	\$ 191.75
11/22/2021	40291	Assoc. SB Cty Special Districts	\$ 375.00
11/22/2021	40292	Atkinson, Andelson, Loya, Ruud & Romo	\$ 485.25
11/22/2021	40293	Clerk of the Board of Supervisors	\$ 50.00
11/22/2021	40294	Riverside County Clerk	\$ 2,530.25
			<b><u>\$ 1,743,313.71</u></b>
11/5/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 158,481.39
11/5/2021	electronic pmt	CalPERS 457 & Loan	\$ 27,041.23
11/5/2021	electronic pmt	CalPERS Retirement	\$ 32,473.97
11/5/2021	electronic pmt	EDD - State of California	\$ 12,429.57
11/5/2021	electronic pmt	IRS	\$ 64,832.25
11/5/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 3,759.74
11/19/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 195,062.30
11/19/2021	electronic pmt	CalPERS 457 & Loan	\$ 24,572.67
11/19/2021	electronic pmt	CalPERS Retirement	\$ 32,645.36
11/19/2021	electronic pmt	EDD - State of California	\$ 13,932.89
11/19/2021	electronic pmt	IRS	\$ 76,847.78
11/19/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,052.74
11/22/2021	electronic pmt	CalPERS Health Insurance	\$ 87,305.15
			<b><u>\$ 733,437.04</u></b>

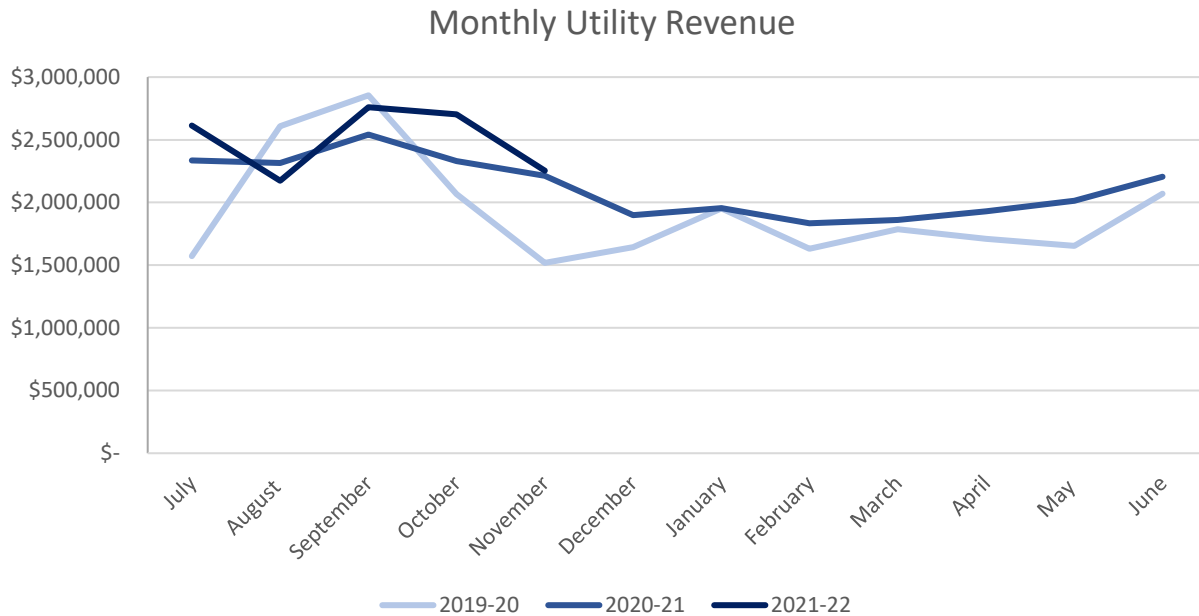
Fiscal Year 2021-22 Reserve Transfers									
					Reserve Account - 10311				
Transfer Date	DM #	DM Date	Project	Description	Water	Sewer	Recycled	Transfer #	Resolution
7/29/2021	18-232	10/9/2018	1	AMI Project	\$ 24,453				
		8/3/2021	2	STIP		\$ 759,686		1	2021-44
9/30/2021	21-999	9/21/2021	3	Deionized Water System		\$ 9,707		2	2021-47
11/23/2021	21-999	11/16/2021	4	Vehicle Purchase	\$ 207,067	\$ 207,067		3 & 4	2021-54
Total Transfers from Reserves					\$ (231,521)	\$ (976,460)	\$ -		
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					\$ 4,043,331	\$ 3,016,267	\$ 505,809		

Summary of Projects		
Project	Description	Total Reserves Transfer
1	AMI Project	\$ 1,439,143
2	STIP	\$ 1,528,206
3	Deionized Water System	\$ 9,707
4	Vehicle Purchase	\$ 414,135

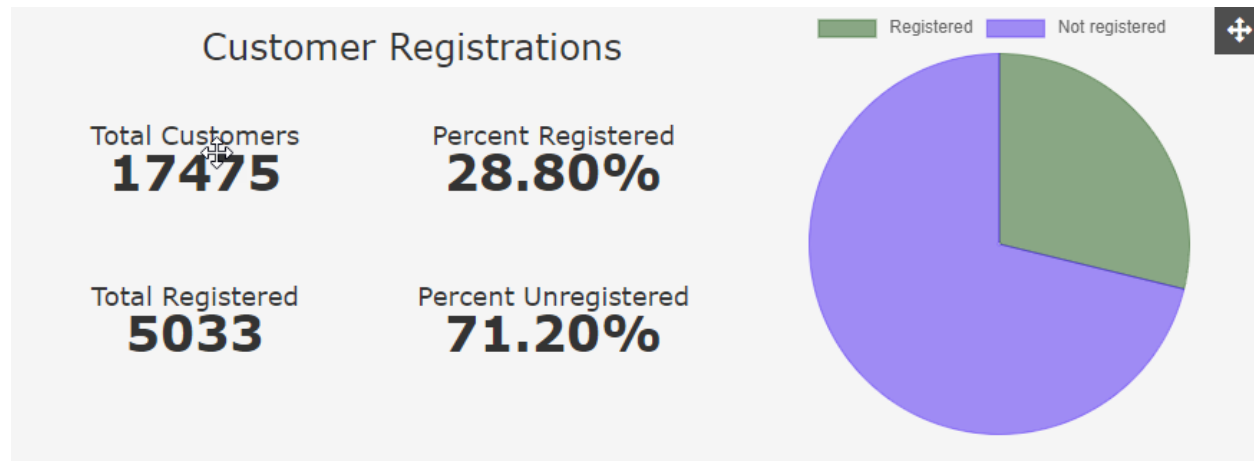
Began in 2019-21 (Project #3 in 2019-20 and #4 in 2020-21)  
 Began in 2020-21 (Project #22 in prior year)

**Financial Account Information**

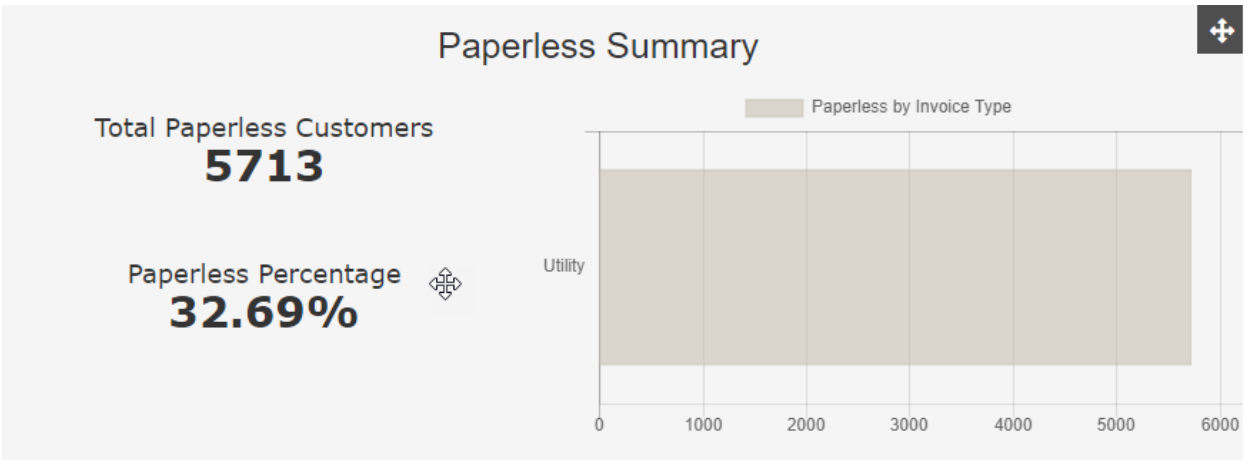
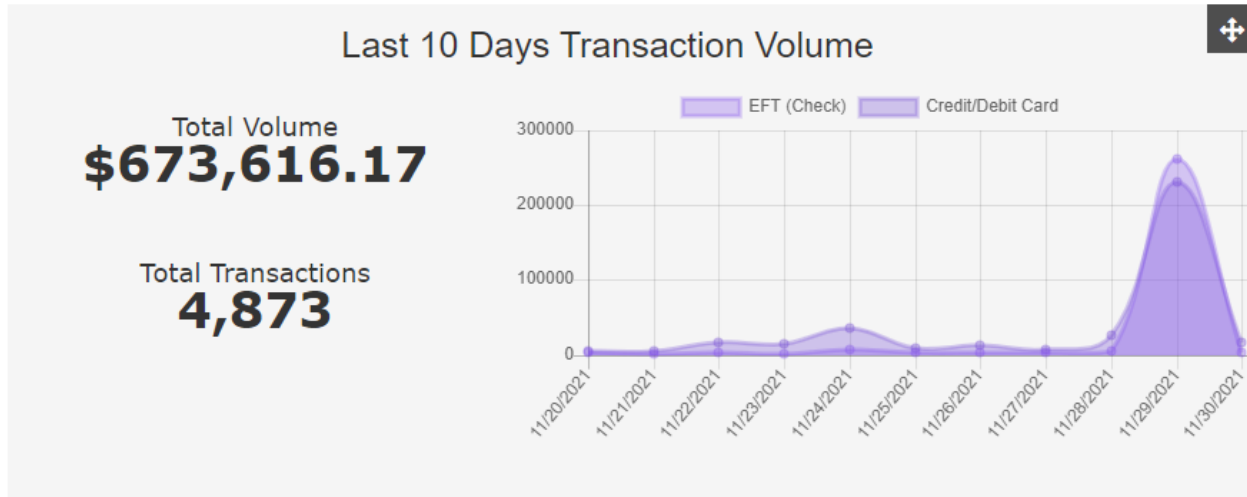
The District currently deposits all revenue received via mail or in person into the Deposit Checking account. All revenue received through Invoice Cloud is also deposited into the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic 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.



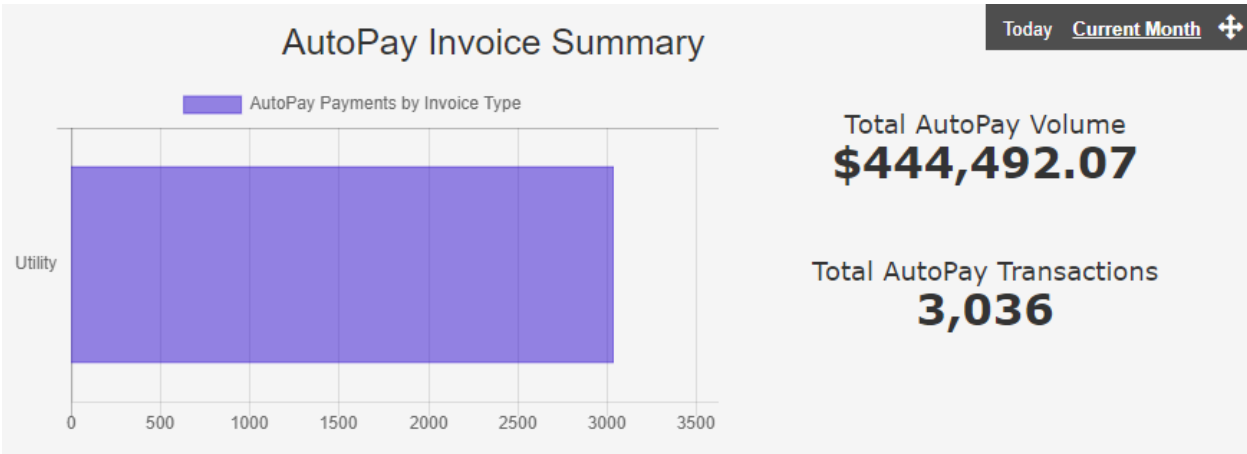
**Invoice Cloud:** Invoice Cloud is a third-party vendor the District utilizes to process credit card payments, echecks, online payments from customers, as well as phone payments processed without a live customer service representative.



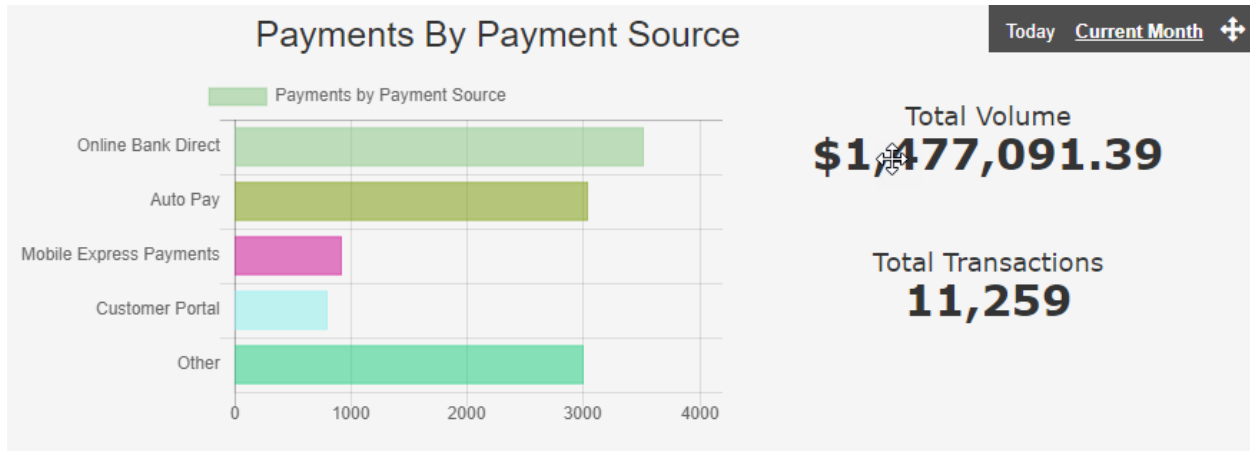
*Compared to 4,652 last month (9% increase) and 7,278 customers enrolled on Xpress Bill Pay*



*Compared to 5,297 last month (8% increase) and 2,455 on Xpress Bill Pay*



*Compared to 2,711 last month (12% increase)*



Compared to 11,232 transactions last month (0.24% increase)

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.

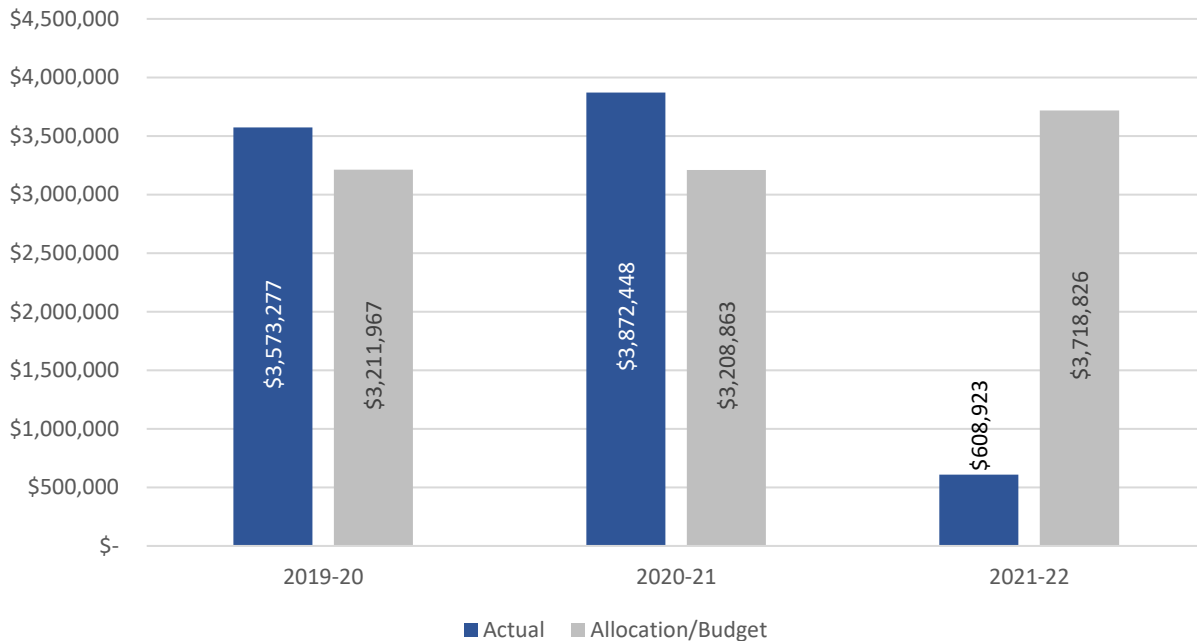
Separate pooled money investment reports prepared by the State of California are maintained by the District and available for review. The LAIF investment account is a pooled money account administered by the State of California. Additional information on the LAIF account is provided below in the investment 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	\$ 608,923	\$ 3,718,826	16.37%

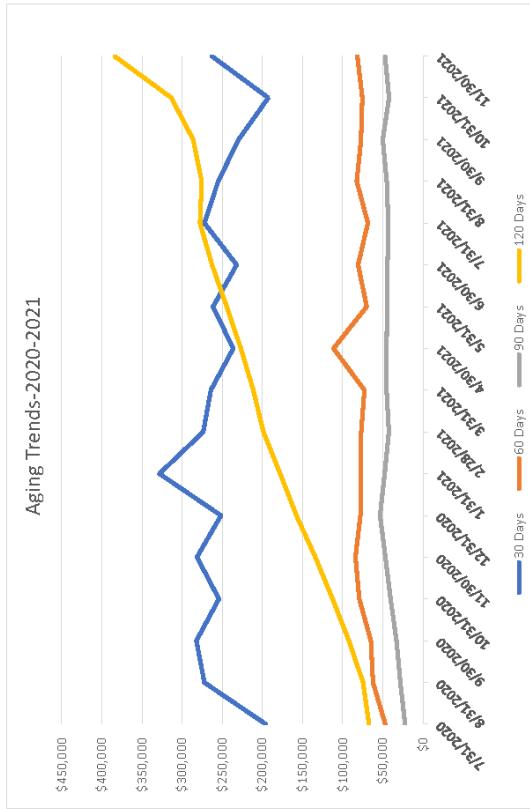
Property Taxes - Actual vs. Budget



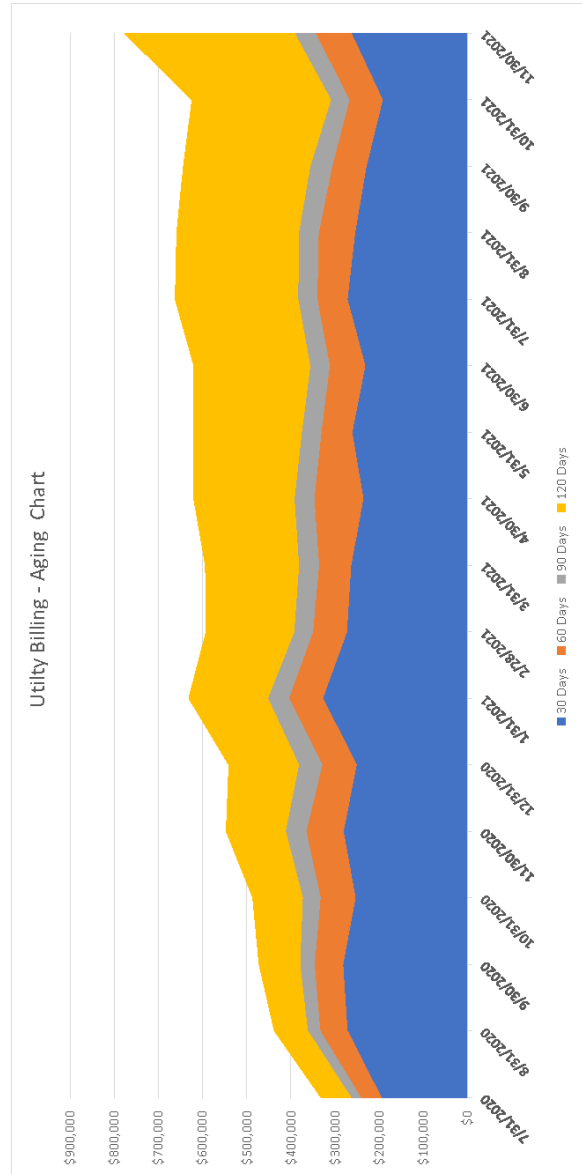
**Management Discussion**

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).
- Late fees for past due balances will be reinstated after the first of the year.
- 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.
- The District was selected as part of the Watershed Connect project to move on to the next phase of funding for over \$130 million in new infrastructure projects at a low, long-term interest rate.
- District staff are currently working with Fieldman Rolapp on potential refinancing of debt.
- The District recently hired 7 new Utility Service Worker employees to fill vacancies in the Public Works Department.



Average Pre-Covid	30 Days	60 Days	90 Days	120 Days
	<b>\$281,219</b>	<b>\$41,173</b>	<b>\$20,379</b>	<b>\$27,505</b>
7/31/2020	\$195,647	\$46,783	\$22,104	\$87,157
8/31/2020	\$272,158	\$62,221	\$28,092	\$74,515
9/30/2020	\$282,140	\$64,710	\$32,923	\$92,047
10/31/2020	\$254,095	\$79,254	\$40,271	\$112,550
11/30/2020	\$281,588	\$84,120	\$46,659	\$133,952
12/31/2020	\$251,518	\$77,823	\$53,354	\$157,520
1/31/2021	\$328,326	\$76,941	\$47,697	\$177,885
2/28/2021	\$273,713	\$76,804	\$42,484	\$198,653
3/31/2021	\$264,232	\$72,780	\$45,237	\$211,265
4/30/2021	\$236,321	\$111,345	\$45,143	\$226,884
5/31/2021	\$261,588	\$69,879	\$44,439	\$244,473
6/30/2021	\$231,995	\$80,694	\$43,964	\$262,736
7/31/2021	\$272,143	\$68,549	\$43,212	\$277,842
8/31/2021	\$255,242	\$82,352	\$45,061	\$275,665
9/30/2021	\$229,578	\$77,198	\$50,060	\$286,358
10/31/2021	\$192,632	\$75,430	\$42,047	\$313,402
11/30/2021	\$263,213	\$81,653	\$47,258	\$384,413
<b>Average Post Covid</b>	<b>\$264,156</b>	<b>\$74,271</b>	<b>\$36,975</b>	<b>\$143,544</b>
<b>% increase</b>	<b>-6.07%</b>	<b>80.39%</b>	<b>81.44%</b>	<b>421.88%</b>





## Investment Summary - November 2021

### LOCAL AGENCY INVESTMENT FUND

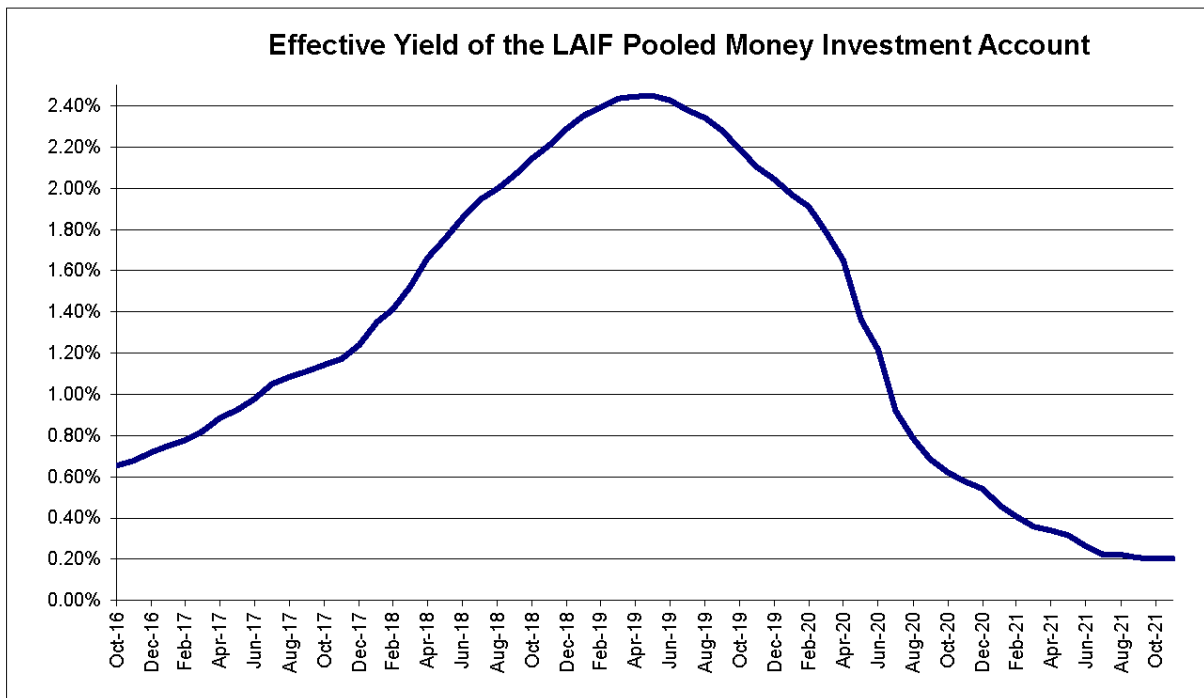
PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2021	\$ -	\$ -	\$ 10,522.50	\$ 13,541,108.95
August 31, 2021	\$ (2,300,000.00)	\$ -	\$ -	\$ 11,241,108.95
September 30, 2021	\$ (1,000,000.00)	\$ -	\$ -	\$ 10,241,108.95
October 31, 2021	\$ -	\$ -	\$ 7,400.27	\$ 10,248,509.22
November 30, 2021	\$ -	\$ -	\$ -	\$ 10,248,509.22
December 31, 2021	\$ -	\$ -	\$ -	\$ 10,248,509.22
January 31, 2022	\$ -	\$ -	\$ -	\$ 10,248,509.22
February 28, 2022	\$ -	\$ -	\$ -	\$ 10,248,509.22
March 31, 2022	\$ -	\$ -	\$ -	\$ 10,248,509.22
April 30, 2022	\$ -	\$ -	\$ -	\$ 10,248,509.22
May 31, 2022	\$ -	\$ -	\$ -	\$ 10,248,509.22
June 30, 2022	\$ -	\$ -	\$ -	\$ 10,248,509.22

**L.A.I.F. INCOME SUMMARY**

**CURRENT QUARTER    FY YEAR-TO-DATE**

**INCOME RECEIVED**

**\$ 7,400.27    \$ 17,922.77**



### 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.

<b>Summary of Revenue Budget</b>				
<b>As of November 30, 2021 (42% of Budget Cycle)</b>				
<b>Division</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>
Water	\$ 1,925,783	\$ 7,160,740	\$ 17,274,066	41.45%
Sewer	\$ 1,067,562	\$ 5,284,453	\$ 13,136,249	40.23%
Recycled Water	\$ 145,385	\$ 812,054	\$ 1,357,175	59.83%
<b>District Revenue</b>	<b>\$ 3,138,729</b>	<b>\$ 13,257,247</b>	<b>\$ 31,767,490</b>	<b>41.73%</b>

<b>Summary of Water Budget vs. Expenses</b>				
<b>As of November 30, 2021 (42% of Budget Cycle)</b>				
<b>Department</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>
Water Resources	\$ 317,154	\$ 2,127,419	\$ 5,500,564	38.68%
Public Works	\$ 235,567	\$ 1,266,196	\$ 3,334,949	37.97%
Administration	\$ 210,011	\$ 1,316,036	\$ 2,736,004	48.10%
Long Term Debt	\$ -	\$ 1,805,931	\$ 2,296,063	78.65%
Asset Acquisition	\$ -	\$ -	\$ 3,406,486	0.00%
<b>TOTAL</b>	<b>\$ 762,731</b>	<b>\$ 6,515,582</b>	<b>\$ 17,274,066</b>	<b>37.72%</b>

<b>Summary of Sewer Budget vs. Expenses</b>				
<b>As of November 30, 2021 (42% of Budget Cycle)</b>				
<b>Department</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>
Treatment	\$ 430,878	\$ 1,820,454	\$ 4,643,308	39.21%
Administration	\$ 213,303	\$ 1,556,261	\$ 2,579,815	60.32%
Environmental Control	\$ 112,089	\$ 602,661	\$ 1,394,057	43.23%
Long Term Debt	\$ 177,664	\$ 3,572,942	\$ 3,998,869	89.35%
Asset Acquisition	\$ -	\$ -	\$ 520,200	0.00%
<b>TOTAL</b>	<b>\$ 933,934</b>	<b>\$ 7,552,319</b>	<b>\$ 13,136,249</b>	<b>57.49%</b>

<b>Summary of Recycled Water Budget vs. Expenses</b>				
<b>As of November 30, 2021 (42% of Budget Cycle)</b>				
<b>Department</b>	<b>Current Month</b>	<b>Year-to-Date</b>	<b>Budget Amount</b>	<b>Percentage</b>
Administration	\$ 110,092	\$ 547,366	\$ 1,357,175	40.33%
<b>TOTAL</b>	<b>\$ 110,092</b>	<b>\$ 547,366</b>	<b>\$ 1,357,175</b>	<b>40.33%</b>
<b>District Expenses</b>	<b>\$ 1,806,757</b>	<b>\$ 14,615,267</b>	<b>\$ 31,767,490</b>	<b>46.01%</b>

FY 2021-22 Water Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
02-400-40010	Sales-Water & Non Potable	\$ 5,940,677	\$ 570,762	\$ 3,601,150	60.62%
02-400-40011	Sales-Construction Water	\$ 104,040	\$ 1,453	\$ 17,558	16.88%
02-400-40012	Sales-Imported Water-SGPWA	\$ 265,225	\$ 23,605	\$ 150,981	56.93%
02-400-40013	Sales-Imported Water-MUNI	\$ 901,765	\$ 68,630	\$ 422,994	46.91%
02-400-40014	Sales-Disc (Multi Unit) Commdy	\$ (110,000)	\$ (10,374)	\$ (55,094)	50.09%
02-400-40015	Sales-Wholesale Water	\$ 212,180	\$ 21,478	\$ 97,261	45.84%
02-400-40016	Sales-Establish Service Fee	\$ 6,242	\$ 800	\$ 1,250	20.03%
02-400-40017	Sales-Excess Drinking Water	\$ 587,062	\$ 18,192	\$ 149,933	25.54%
02-400-40018	Sales-Infrastructure	\$ 1,399,377	\$ 139,267	\$ 854,866	61.09%
02-400-41000	Sales-Service Demand Charges	\$ 4,017,585	\$ 337,937	\$ 1,681,943	41.86%
02-400-41001	Sales-Fire Srv Standby Fees	\$ 41,616	\$ 5,448	\$ 27,101	65.12%
02-400-41003	Sales-Const Water Minimum Chg	\$ 5,202	\$ 266	\$ 1,356	26.07%
02-400-41005	Sales-Disc (Multi Units)-SC	\$ (121,838)	\$ (12,613)	\$ (62,529)	51.32%
02-400-41010	Unauthorized Use of Water Chrg	\$ 2,081	\$ -	\$ 1,000	48.05%
02-400-41110	Meter/Lateral Installation	\$ 104,040	\$ 32,125	\$ 35,792	34.40%
02-400-41112	Fire Flow Test Fees	\$ 4,682	\$ 750	\$ 2,850	60.87%
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	\$ -	\$ 73	\$ 291	N/A
02-421-42123	Admin, Management & Acctg Fees	\$ 210,681	\$ 17,557	\$ 87,784	41.67%
02-430-43010	Interest Eamed	\$ 25,000	\$ 537	\$ 3,867	15.47%
02-431-43110	Property Tax - Unsecured	\$ -	\$ 120,877	\$ 120,877	N/A
02-431-43120	Property Tax - Secured	\$ 3,346,943	\$ 462,117	\$ 462,117	13.81%
02-431-43130	Tax Collection - Prior	\$ -	\$ 25,025	\$ 28,415	N/A
02-431-43140	Taxes - Other	\$ -	\$ 6,733	\$ 6,725	N/A
02-491-49110	Rental Income	\$ 3,001	\$ -	\$ -	0.00%
02-491-49150	Revenue - Misc Non-Operating	\$ 25,001	\$ 95,138	\$ (477,746)	-1910.91%
	<b>WATER OPERATING REVENUE</b>	<b>\$ 17,199,066</b>	<b>\$ 1,925,783</b>	<b>\$ 7,160,740</b>	<b>41.63%</b>
	Transfer - Reserve Fund	\$ -	\$ -	\$ -	
02-480-48002	Grants	\$ 75,000	\$ -	\$ -	0.00%
02-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ 140,359	\$ 305,878	N/A
02-480-48902	Contrib Cap-Sustainability	\$ -	\$ 10,567	\$ 17,763	N/A
	<b>TOTAL WATER REVENUE</b>	<b>\$ 17,274,066</b>	<b>\$ 2,076,709</b>	<b>\$ 7,484,381</b>	<b>43.33%</b>

**NOTE: Plan check & inspection fees to 02-42122**

FY 2021-22 Sewer Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
03-400-40016	Sales-Establish Service Fee	\$ 520	\$ -	\$ -	0.00%
03-400-41000	Sales-Sewer Charges	\$ 12,750,661	\$ 1,069,673	\$ 5,337,073	41.86%
03-400-41005	Sales-Disc (Multi Units)-SC	\$ (200,000)	\$ (17,650)	\$ (87,900)	43.95%
03-400-41110	Meter/Lateral Installation	\$ 15,075	\$ 2,500	\$ 5,000	33.17%
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	\$ 12,500	\$ 24,250	43.22%
03-421-42122	Revenue - Other, Operating	\$ 2,040	\$ 540	\$ 2,700	132.35%
03-430-43010	Interest Earned	\$ 25,000	\$ -	\$ 3,330	13.32%
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%
	<b>SEWER OPERATING REVENUE</b>	<b>\$ 13,136,249</b>	<b>\$ 1,067,562</b>	<b>\$ 5,284,453</b>	<b>40.23%</b>
03-480-48002	Grants	\$ -	\$ -	\$ -	N/A
03-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ 243,244	\$ 369,847	N/A
03-480-48905	Contrib Cap-Infrastructure	\$ -	\$ 30,000	\$ 33,600	N/A
	<b>TOTAL SEWER REVENUE</b>	<b>\$ 13,136,249</b>	<b>\$ 1,340,806</b>	<b>\$ 5,687,900</b>	<b>43.30%</b>

FY 2021-22 Recycled Revenue					
G/L ACCOUNT#	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
04-400-40010	Sales-Water & Non Potable	\$ 1,000,000	\$ 97,451	\$ 618,849	61.88%
04-400-40011	Sales-Construction Water	\$ 10,180	\$ -	\$ -	0.00%
04-400-40017	Sales-Excess Drinking Water	\$ 25,000	\$ 4,059	\$ 29,613	118.45%
04-400-40018	Sales-Infrastructure	\$ 74,755	\$ 8,213	\$ 52,044	69.62%
04-400-41000	Sales-Service Demand Charges	\$ 188,897	\$ 18,935	\$ 91,876	48.64%
04-400-41003	Sales-Const Water Minimum Chg	\$ 823	\$ 239	\$ 959	116.56%
04-400-41110	Meter/Lateral Installation	\$ 50,000	\$ 16,269	\$ 17,391	34.78%
04-400-41121	Penalty - Late Charges	\$ 2,010	\$ -	\$ -	0.00%
04-400-41122	Revenue - Other, Operating	\$ 510	\$ 218	\$ 582	114.07%
04-430-43010	Interest Earned	\$ 5,000	\$ -	\$ 740	14.80%
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
	<b>RECYCLED OPERATING REVENUE</b>	<b>\$ 1,357,175</b>	<b>\$ 145,385</b>	<b>\$ 812,054</b>	<b>59.83%</b>
04-480-48002	Grants	\$ -	\$ -	\$ -	N/A
04-480-48901	Contrib Cap-Capacity Fees	\$ -	\$ 154,285	\$ 169,463	N/A
	<b>TOTAL RECYCLED REVENUE</b>	<b>\$ 1,357,175</b>	<b>\$ 299,670</b>	<b>\$ 981,517</b>	<b>72.32%</b>

FY 2021-22 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
02-501-50009	Labor - Overtime	\$ 49,944	\$ 5,567	\$ 24,273	48.60%
02-501-50010	Labor	\$ 1,046,041	\$ 86,867	\$ 469,018	44.84%
02-501-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
02-501-50013	Benefits-FICA	\$ 100,270	\$ 7,513	\$ 40,350	40.24%
02-501-50014	Benefits-Life Insurance	\$ 3,863	\$ 123	\$ 651	16.86%
02-501-50016	Benefits-Health & Def Comp	\$ 212,989	\$ 17,933	\$ 99,713	46.82%
02-501-50017	Benefits-Disability Insurance	\$ 23,332	\$ 1,377	\$ 7,089	30.38%
02-501-50019	Benefits-Workers Compensation	\$ 69,237	\$ 1,351	\$ 5,167	7.46%
02-501-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-501-50022	Benefits-PERS Employer	\$ 77,054	\$ 4,671	\$ 29,387	38.14%
02-501-50023	Benefits-Uniforms	\$ 5,346	\$ 59	\$ 549	10.26%
02-501-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-501-50025	Benefits-Boots & Incentives	\$ 8,700	\$ 200	\$ 200	2.30%
02-501-51003	R&M - Structures	\$ 312,120	\$ 2,206	\$ 41,683	13.35%
02-501-51011	R&M - Valves	\$ 20,808	\$ -	\$ 18,600	89.39%
02-501-51115	Laboratory Supplies	\$ 2,601	\$ -	\$ -	0.00%
02-501-51140	General Supplies & Expenses	\$ 16,000	\$ 9	\$ 8,074	50.47%
02-501-51210	Power Purchases	\$ 1,750,000	\$ 168,738	\$ 856,839	48.96%
02-501-51211	Electricity & Fuel	\$ 5,202	\$ 356	\$ 1,475	28.36%
02-501-51316	Supplemental Source of Supply	\$ 1,096,608	\$ -	\$ 306,110	27.91%
02-501-54012	Education & Training	\$ 7,303	\$ -	\$ -	0.00%
02-501-54019	Licenses & Permits	\$ 67,626	\$ 137	\$ 1,364	2.02%
02-501-54025	Telephone & Internet	\$ 3,300	\$ 284	\$ 1,440	43.64%
02-501-54110	Laboratory Services	\$ 50,000	\$ -	\$ 16,795	33.59%
02-501-57040	YVRWFF-Crystal Creek Exp	\$ 572,220	\$ 25,328	\$ 198,642	34.71%
	<b>WATER RESOURCE TOTALS</b>	<b>\$ 5,500,564</b>	<b>\$ 317,154</b>	<b>\$ 2,127,419</b>	<b>38.68%</b>
02-503-50009	Labor - Overtime	\$ 64,914	\$ 5,645	\$ 27,864	42.92%
02-503-50010	Labor	\$ 1,651,642	\$ 137,372	\$ 653,867	39.59%
02-503-50011	Labor - Credit	\$ -	\$ -	\$ (2,214)	N/A
02-503-50013	Benefits-FICA	\$ 166,099	\$ 11,153	\$ 54,564	32.85%
02-503-50014	Benefits-Life Insurance	\$ 7,773	\$ 258	\$ 1,310	16.85%
02-503-50016	Benefits-Health & Def Comp	\$ 451,925	\$ 38,379	\$ 196,933	43.58%
02-503-50017	Benefits-Disability Insurance	\$ 38,646	\$ 2,087	\$ 10,129	26.21%
02-503-50019	Benefits-Workers Compensation	\$ 12,551	\$ 1,351	\$ 5,167	41.17%
02-503-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-503-50022	Benefits-PERS Employer	\$ 123,505	\$ 8,017	\$ 44,500	36.03%
02-503-50023	Benefits-Uniforms	\$ 12,012	\$ -	\$ 1,747	14.54%
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	\$ 8,440	\$ 124,835	45.39%
02-503-51011	R&M - Valves	\$ 5,202	\$ 19,888	\$ 38,285	735.96%
02-503-51020	R&M - Pipelines	\$ 208,080	\$ 354	\$ 27,953	13.43%

FY 2021-22 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
02-503-51021	R&M - Service Lines	\$ 99,878	\$ -	\$ 30,036	30.07%
02-503-51022	R&M - Fire Hydrants	\$ 52,020	\$ -	\$ 7,042	13.54%
02-503-51029	Repair & Maintenance-Backflow	\$ 67,626	\$ 962	\$ 26,547	39.26%
02-503-51030	R&M - Meters	\$ 31,212	\$ 6,915	\$ 10,661	34.16%
02-503-51031	R&M - Fire Flow Testing	\$ 26,010	\$ -	\$ 5,620	21.61%
02-503-51092	Equipment Credits	\$ -	\$ -	\$ (2,559)	N/A
02-503-51140	General Supplies & Expenses	\$ 3,121	\$ -	\$ 299	9.58%
02-503-54012	Education & Training	\$ 15,230	\$ -	\$ 1,650	10.83%
02-503-54025	Telephone & Internet	\$ 4,000	\$ 392	\$ 1,960	49.00%
	<b>PUBLIC WORKS TOTALS</b>	<b>\$ 3,334,949</b>	<b>\$ 235,567</b>	<b>\$ 1,266,196</b>	<b>37.97%</b>
02-506-50009	Labor - Overtime	\$ 5,736	\$ 732	\$ 6,053	105.52%
02-506-50010	Labor	\$ 601,289	\$ 49,826	\$ 262,359	43.63%
02-506-50011	Labor - Credit	\$ -	\$ -	\$ 3,290	N/A
02-506-50012	Director Fees	\$ 20,000	\$ 2,278	\$ 12,853	64.26%
02-506-50013	Benefits-FICA	\$ 60,066	\$ 3,539	\$ 21,015	34.99%
02-506-50014	Benefits-Life Insurance	\$ 2,839	\$ 67	\$ 378	13.30%
02-506-50016	Benefits-Health & Def Comp	\$ 156,292	\$ 13,642	\$ 79,595	50.93%
02-506-50017	Benefits-Disability Insurance	\$ 13,978	\$ 594	\$ 3,429	24.53%
02-506-50019	Benefits-Workers Compensation	\$ 3,653	\$ 1,351	\$ 3,151	86.27%
02-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
02-506-50022	Benefits-PERS Employer	\$ 49,910	\$ 3,818	\$ 21,119	42.31%
02-506-50023	Benefits-Uniforms	\$ -	\$ -	\$ 696	N/A
02-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
02-506-50025	Benefits-Boots & Incentives	\$ 2,619	\$ 100	\$ 400	15.27%
02-506-51003	R&M - Structures	\$ 36,414	\$ 884	\$ 7,236	19.87%
02-506-51091	Expense Credits (overhead)	\$ -	\$ -	\$ -	N/A
02-506-51120	Safety Equipment & Supplies	\$ 26,010	\$ 1,964	\$ 9,210	35.41%
02-506-51125	Petroleum Products	\$ 156,060	\$ 9,671	\$ 78,439	50.26%
02-506-51130	Office Supplies & Expenses	\$ 36,414	\$ 3,480	\$ 9,513	26.13%
02-506-51140	General Supplies & Expenses	\$ 41,616	\$ 3,420	\$ 22,371	53.76%
02-506-51199	Disaster Repairs & Incidences	\$ -	\$ -	\$ 780	N/A
02-506-51211	Utilities - Electricity	\$ 33,293	\$ 3,600	\$ 18,984	57.02%
02-506-51213	Utilities - Natural Gas	\$ 2,081	\$ -	\$ 264	12.68%
02-506-54002	Dues & Subscriptions	\$ 31,212	\$ 745	\$ 6,889	22.07%
02-506-54005	Computer Expenses	\$ 150,858	\$ 12,978	\$ 38,481	25.51%
02-506-54010	Postage	\$ 10,404	\$ 9	\$ 2,649	25.46%
02-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
02-506-54012	Education & Training	\$ 20,808	\$ 242	\$ 3,525	16.94%
02-506-54013	Utility Billing Expenses	\$ 232,000	\$ 24,920	\$ 99,925	43.07%
02-506-54014	Public Relations	\$ 13,500	\$ 1,800	\$ 2,004	14.84%
02-506-54016	Travel Related Expenses	\$ 7,803	\$ -	\$ 1,405	18.01%
02-506-54017	Certifications & Renewals	\$ 12,485	\$ 175	\$ 1,886	15.11%
02-506-54020	Meeting Related Expenses	\$ 5,000	\$ 330	\$ 1,866	37.32%
02-506-54022	Utilities - YVWD Services	\$ 100,000	\$ 23,636	\$ 63,386	63.39%

FY 2021-22 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
02-506-54024	Waste Disposal	\$ 9,000	\$ 455	\$ 2,275	25.28%
02-506-54025	Telephone & Internet	\$ 46,818	\$ 2,992	\$ 21,290	45.47%
02-506-54099	Conservation & Rebates	\$ 10,000	\$ 75	\$ 1,206	12.06%
02-506-54104	Contractual Services	\$ 198,000	\$ 27,311	\$ 83,521	42.18%
02-506-54107	Legal	\$ 31,212	\$ -	\$ 179,558	575.29%
02-506-54108	Audit & Accounting	\$ 15,606	\$ -	\$ 5,000	32.04%
02-506-54109	Professional Fees	\$ 171,666	\$ -	\$ 44,540	25.95%
02-506-55500	Depreciation	\$ 208,080	\$ -	\$ 121,681	58.48%
02-506-56001	Insurance	\$ 104,040	\$ 10,928	\$ 54,185	52.08%
02-506-57030	Regulatory Compliance	\$ 36,414	\$ -	\$ 10,108	27.76%
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	\$ -	\$ 4,340	10.43%
02-506-57097	San Timoteo SGMA	\$ 5,202	\$ -	\$ -	0.00%
02-506-57098	Bunker Hill GSC	\$ 15,606	\$ 5,184	\$ 5,184	33.22%
02-506-57199	Suspense	\$ -	\$ -	\$ -	
	<b>ADMINISTRATION TOTALS</b>	<b>\$ 2,736,004</b>	<b>\$ 210,011</b>	<b>\$ 1,316,036</b>	<b>48.10%</b>
02-540-57201	Series 2015A Principal	\$ 1,290,000	\$ -	\$ 1,290,000	100.00%
02-540-57402	Interest - Bond Repayment	\$ 1,006,063	\$ -	\$ 515,931	51.28%
	<b>40 - Debt</b>	<b>\$ 2,296,063</b>	<b>\$ -</b>	<b>\$ 1,805,931</b>	<b>78.65%</b>
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%
	<b>40 - Capital Outlay</b>	<b>\$ 3,406,486</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
	<b>TOTAL WATER EXPENSES</b>	<b>\$ 17,274,066</b>	<b>\$ 762,731</b>	<b>\$ 6,515,582</b>	<b>37.72%</b>



FY 2021-22 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
03-502-50009	Labor - Overtime	\$ 40,931	\$ 5,567	\$ 24,272	59.30%
03-502-50010	Labor	\$ 1,085,874	\$ 100,717	\$ 473,148	43.57%
03-502-50013	Benefits-FICA	\$ 102,965	\$ 8,630	\$ 40,849	39.67%
03-502-50014	Benefits-Life Insurance	\$ 3,927	\$ 138	\$ 703	17.89%
03-502-50016	Benefits-Health & Def Comp	\$ 217,552	\$ 20,385	\$ 104,181	47.89%
03-502-50017	Benefits-Disability Insurance	\$ 23,959	\$ 1,557	\$ 7,413	30.94%
03-502-50019	Benefits-Workers Compensatn	\$ 70,571	\$ 1,351	\$ 3,923	5.56%
03-502-50021	Benefits-PERS Employee	\$ -	\$ -	\$ (633)	N/A
03-502-50022	Benefits-PERS Employer	\$ 77,743	\$ 5,540	\$ 30,611	39.38%
03-502-50023	Benefits-Uniforms	\$ 5,874	\$ 122	\$ 1,048	17.84%
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	\$ 18,531	\$ 305,507	83.90%
03-502-51010	R&M - Automation Control	\$ 67,626	\$ -	\$ 21,272	31.46%
03-502-51106	Chemicals	\$ 755,000	\$ 37,608	\$ 281,166	37.24%
03-502-51111	Propane	\$ 520	\$ -	\$ 3,541	680.95%
03-502-51115	Laboratory Supplies	\$ 31,212	\$ -	\$ 3,101	9.94%
03-502-51140	General Supplies & Expenses	\$ 18,000	\$ -	\$ 7,229	40.16%
03-502-51210	Utilities - Power Purchases	\$ 1,013,372	\$ 229,206	\$ 430,612	42.49%
03-502-54012	Education & Training	\$ 7,566	\$ -	\$ 200	2.64%
03-502-54025	Telephone & Internet	\$ 5,000	\$ 348	\$ 1,760	35.20%
03-502-54110	Laboratory Services	\$ 88,434	\$ -	\$ 52,570	59.45%
03-502-57031	Sewage Waste Disposal-Solids	\$ 239,292	\$ -	\$ 89,772	37.52%
03-502-57034	Brineline Operating Expenses	\$ 416,160	\$ 1,177	\$ (61,790)	-14.85%
	<b>TREATMENT TOTALS</b>	<b>\$ 4,643,308</b>	<b>\$ 430,878</b>	<b>\$ 1,820,454</b>	<b>39.21%</b>
03-506-50009	Labor - Overtime	\$ 5,736	\$ 732	\$ 6,069	105.80%
03-506-50010	Labor	\$ 601,289	\$ 49,826	\$ 259,317	43.13%
03-506-50011	Labor - Credit	\$ -	\$ -	\$ 2,935	N/A
03-506-50012	Director Fees	\$ 20,000	\$ 2,278	\$ 12,852	64.26%
03-506-50013	Benefits-FICA	\$ 60,028	\$ 3,538	\$ 20,563	34.26%
03-506-50014	Benefits-Life Insurance	\$ 2,839	\$ 67	\$ 385	13.57%
03-506-50016	Benefits-Health & Def Comp	\$ 155,786	\$ 13,333	\$ 81,277	52.17%
03-506-50017	Benefits Disability Insurane	\$ 13,969	\$ 594	\$ 3,194	22.87%
03-506-50019	Benefits-Workers Compensation	\$ 5,861	\$ 1,351	\$ 2,551	43.53%
03-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ (366)	N/A
03-506-50022	Benefits-PERS Employer	\$ 49,910	\$ 3,818	\$ 317,417	635.98%
03-506-50023	Benefits-Uniforms	\$ -	\$ -	\$ -	N/A
03-506-50024	Benefits-Vacation & Sick Pay	\$ -	\$ -	\$ -	N/A
03-506-50025	Benefits-Boots & Incentives	\$ 2,619	\$ 100	\$ 100	3.82%
03-506-50055	Pension Expense-GASB 68	\$ -	\$ -	\$ -	N/A
03-506-51120	Safety Equipment & Supplies	\$ 9,884	\$ 1,037	\$ 6,198	62.71%
03-506-51125	Petroleum Products	\$ 24,970	\$ 2,081	\$ 12,383	49.59%
03-506-51130	Office Supplies & Expenses	\$ 7,283	\$ 219	\$ 3,569	49.00%
03-506-51140	General Supplies & Expenses	\$ 5,000	\$ 2,671	\$ 4,128	82.56%
03-506-51199	Disaster Repairs & Incidences	\$ -	\$ -	\$ -	N/A

FY 2021-22 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
03-506-54002	Dues & Subscriptions	\$ 31,212	\$ 169	\$ 5,281	16.92%
03-506-54003	Management & Admin Services	\$ 210,681	\$ 17,557	\$ 87,440	41.50%
03-506-54005	Computer Expenses	\$ 124,848	\$ 3,764	\$ 23,214	18.59%
03-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
03-506-54012	Education & Training	\$ 20,400	\$ 2,487	\$ 5,571	27.31%
03-506-54014	Public Relations	\$ 26,010	\$ -	\$ -	0.00%
03-506-54016	Travel Related Expenses	\$ 10,404	\$ -	\$ 2,181	20.96%
03-506-54017	Certifications & Renewals	\$ 10,200	\$ 180	\$ 2,107	20.65%
03-506-54019	Licenses & Permits	\$ 72,828	\$ 2,408	\$ 17,044	23.40%
03-506-54020	Meeting Related Expenses	\$ 5,202	\$ 330	\$ 1,811	34.82%
03-506-54022	Utilities - YVWD Services	\$ 500,000	\$ 54,296	\$ 267,104	53.42%
03-506-54024	Waste Disposal	\$ 40,000	\$ 1,820	\$ 10,350	25.87%
03-506-54025	Telephone & Internet	\$ 52,020	\$ 4,897	\$ 26,900	51.71%
03-506-54030	Drinking Water	\$ -	\$ -	\$ -	N/A
03-506-54104	Contractual Services	\$ 47,858	\$ 26,707	\$ 70,133	146.54%
03-506-54107	Legal	\$ 31,212	\$ -	\$ 11,442	36.66%
03-506-54108	Audit & Accounting	\$ 15,606	\$ -	\$ 5,000	32.04%
03-506-54109	Professional Fees	\$ 208,080	\$ 2,580	\$ 192,830	92.67%
03-506-55500	Depreciation	\$ -	\$ -	\$ -	N/A
03-506-56001	Insurance	\$ 135,252	\$ 14,463	\$ 76,676	56.69%
03-506-57030	Regulatory Compliance	\$ 72,828	\$ -	\$ 18,605	25.55%
	<b>ADMINISTRATION TOTALS</b>	<b>\$ 2,579,815</b>	<b>\$ 213,303</b>	<b>\$ 1,556,261</b>	<b>60.32%</b>
03-507-50009	Labor - Overtime	\$ 26,886	\$ 3,226	\$ 13,746	51.13%
03-507-50010	Labor	\$ 638,741	\$ 55,709	\$ 259,318	40.60%
03-507-50011	Labor - Credit	\$ -	\$ -	\$ -	0.00%
03-507-50013	Benefits-FICA	\$ 64,062	\$ 4,658	\$ 21,783	34.00%
03-507-50014	Benefits-Life Insurance	\$ 2,916	\$ 100	\$ 504	17.30%
03-507-50016	Benefits-Health & Def Comp	\$ 170,859	\$ 15,318	\$ 74,026	43.33%
03-507-50017	Benefits-Disability Insurance	\$ 14,907	\$ 815	\$ 3,932	26.38%
03-507-50019	Benefits-Workers Compensatio	\$ 15,250	\$ 1,351	\$ 3,923	25.72%
03-507-50021	Benefits-PERS Employee	\$ -	\$ -	\$ (332)	N/A
03-507-50022	Benefit-PERS Employer	\$ 50,520	\$ 3,077	\$ 18,405	36.43%
03-507-50023	Benefits-Uniforms	\$ 4,092	\$ -	\$ 596	14.56%
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	\$ 6,219	\$ 114,347	45.74%
03-507-51140	General Supplies & Expenses	\$ 502	\$ -	\$ 30	5.99%
03-507-51241	Lift Station #1	\$ 52,502	\$ 15,767	\$ 44,352	84.48%
03-507-51242	Lift Station #2	\$ 18,002	\$ 1,519	\$ 6,637	36.87%
03-507-51243	Lift Station #3	\$ 3,202	\$ 194	\$ 676	21.10%
03-507-51244	Lift Station #4	\$ 9,502	\$ 2,867	\$ 7,995	84.14%
03-507-51246	Lift Station #6	\$ 5,002	\$ 978	\$ 3,837	76.72%

FY 2021-22 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
03-507-51248	Lift Station #8	\$ 2,502	\$ 139	\$ 475	18.99%
03-507-54012	Education & Training	\$ 5,428	\$ -	\$ -	0.00%
03-507-54025	Telephone & Internet	\$ 1,536	\$ 152	\$ 760	49.48%
03-507-54111	Pretreatment	\$ 50,002	\$ -	\$ 27,651	55.30%
	<b>ENVIRONMENTAL CONTROL TOTAL</b>	<b>\$ 1,394,057</b>	<b>\$ 112,089</b>	<b>\$ 602,661</b>	<b>43.23%</b>
03-540-57202	SRF Principal - WWTP	\$ 2,418,402	\$ -	\$ 2,418,402	100.00%
03-540-57203	SRF Principal - Brineline	\$ 471,609	\$ 471,609	\$ 471,609	100.00%
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	\$ 177,664	\$ 682,931	75.21%
	<b>40 - Debt</b>	<b>\$ 3,998,869</b>	<b>\$ 177,664</b>	<b>\$ 3,572,942</b>	<b>89.35%</b>
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%
	<b>40 - Capital Outlay</b>	<b>\$ 520,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>
	<b>TOTAL SEWER EXPENSES</b>	<b>\$ 13,136,249</b>	<b>\$ 933,934</b>	<b>\$ 7,552,319</b>	<b>57.49%</b>

FY 2021-22 Recycled Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Nov '21	Year to Date	%
04-506-50009	Labor - Overtime	\$ 21,428	\$ 1,580	\$ 6,064	28.30%
04-506-50010	Labor	\$ 701,675	\$ 59,427	\$ 300,893	42.88%
04-506-50011	Labor - Credit	\$ -	\$ -	\$ -	N/A
04-506-50012	Director Fees	\$ -	\$ -	\$ -	N/A
04-506-50013	Benefits-FICA	\$ 67,679	\$ 4,537	\$ 23,906	35.32%
04-506-50014	Benefits-Life Insurance	\$ 2,654	\$ 96	\$ 481	18.13%
04-506-50016	Benefits-Health & Def Comp	\$ 160,108	\$ 14,912	\$ 77,963	48.69%
04-506-50017	Benefits-Disability Insurance	\$ 15,747	\$ 862	\$ 4,444	28.22%
04-506-50019	Benefits-Workers Compensation	\$ 10,862	\$ 1,351	\$ 3,151	29.01%
04-506-50021	Benefits-PERS Employee	\$ -	\$ -	\$ -	N/A
04-506-50022	Benefits-PERS Employer	\$ 57,041	\$ 4,239	\$ 23,444	41.10%
04-506-50023	Benfits-Uniforms	\$ 1,716	\$ -	\$ 112	6.51%
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	\$ 2,553	\$ 5,310	34.03%
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	\$ -	\$ 1,780	85.54%
04-506-51022	R&M - Fire Hydrants	\$ 2,081	\$ 82	\$ 89	4.29%
04-506-51030	R&M - Meters	\$ 1,561	\$ -	\$ 3,728	238.84%
04-506-51140	General Supplies & Expenses	\$ 3,121	\$ 350	\$ 2,127	68.14%
04-506-51210	Utilities - Power Purchases	\$ 99,735	\$ 11,019	\$ 52,936	53.08%
04-506-54002	Dues & Subscriptions	\$ 3,121	\$ 38	\$ 3,072	98.41%
04-506-54005	Computer Expenses	\$ 5,202	\$ 174	\$ 1,977	38.00%
04-506-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
04-506-54012	Education & Training	\$ 3,641	\$ 117	\$ 1,330	36.53%
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	\$ -	\$ 370	2.64%
04-506-54020	Meeting Related Expenses	\$ 1,457	\$ 80	\$ 365	25.02%
04-506-54022	Utilities - YVWD Services	\$ 13,005	\$ 675	\$ 4,147	31.89%
04-506-54025	Telephone & Internet	\$ 1,457	\$ 120	\$ 970	66.58%
04-506-54104	Contractural Services	\$ 30,000	\$ 5,499	\$ 9,554	31.85%
04-506-54107	Legal	\$ 520	\$ -	\$ -	0.00%
04-506-54108	Audit & Accounting	\$ 6,800	\$ -	\$ 5,000	73.53%
04-506-54109	Professional Fees	\$ 20,000	\$ -	\$ 2,195	10.97%
04-506-54110	Laboratory Services	\$ -	\$ -	\$ -	N/A
04-506-55500	Depreciation	\$ -	\$ -	\$ -	N/A
04-5-06-56001	Insurance	\$ 26,010	\$ 2,382	\$ 11,909	45.79%
04-5-06-57030	Regulatory Compliance	\$ 6,763	\$ -	\$ 50	0.74%
04-5-06-57040	Environmental Compliance	\$ 520	\$ -	\$ -	0.00%
	<b>TOTAL RECYCLED EXPENSES</b>	<b>\$ 1,357,175</b>	<b>\$ 110,092</b>	<b>\$ 547,366</b>	<b>40.33%</b>



**Date:** December 21, 2021

**Task:** 100505

**Prepared By:** Allison M. Edmisten, Chief Financial Officer

**Subject:** Transfer from Drinking Water Reserve Funds for the Pipeline Replacement Project in Marondi Drive, City of Calimesa

**Recommendation:** That the Board adopt Resolution No. 2021-63.

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At the board meeting on December 7, 2021, [Director Memorandum 21-193], the Board approved the construction contract for the pipeline replacement project in Marondi Drive, City of Calimesa with E.J. Meyer Company for a sum not to exceed \$233,333. The purpose of this memorandum is to authorize the transfer of reserve funds for this pipeline replacement.

**RESOLUTION NO. 2021-63**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
TRANSFERRING FUNDS WITHIN THE WATER FUND AS  
TRANSFER NO. 5 FOR FISCAL YEAR 2022**

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

WHEREAS, the Board of Directors has authorized a pipeline replacement project in Marondi Drive, City of Calimesa for a sum not to exceed \$233,333 [Director Memorandum No. 21-193] and authorized the use of reserve funds for this expenditure.

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

Section 1: Fund Transfer No. 5 in the amount of \$233,333 from the Water Fund Infrastructure Reserves (02-000-10311) to fund the pipeline replacement project in Marondi Drive, City of Calimesa.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

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



**Date:** December 21, 2021

**Task:** 81883

**Prepared By:** Allison M. Edmisten, Chief Financial Officer

**Subject:** Transfer from Sewer Reserve Funds for the I-10 Dunlap Sewer Crossing Project

**Recommendation:** That the Board adopt Resolution No. 2021-64.

---

At the board meeting on September 7, 2021, [Director Memorandum 21-149], the Board approved the construction contract for the Interstate 10 Dunlap Sewer Crossing Project to EJ Meyer Company for a sum not to exceed \$959,999. The purpose of this memorandum is to authorize the transfer of reserve funds for this project.

**RESOLUTION NO. 2021-64**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
TRANSFERRING FUNDS WITHIN THE SEWER FUND AS  
TRANSFER NO. 6 FOR FISCAL YEAR 2022**

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

WHEREAS, the Board of Directors has authorized the Interstate 10 Dunlap Sewer Crossing Project for a sum not to exceed \$959,999 [Director Memorandum No. 21-149] and authorized the use of reserve funds for this expenditure.

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

Section 1: Fund Transfer No. 6 in the amount of \$959,999 from the Sewer Fund Infrastructure Reserves (03-000-10311) to fund the Interstate 10 Dunlap Sewer Crossing Project.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

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





**Date:** December 21, 2021

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

**Subject:** Consideration of Amendment No. 4 to Evaluate the Long-Term Infiltration Rates in the Western Portion of the Beaumont Basin as part of the Calimesa Aquifer Storage and Recovery Project

**Recommendation:** That the Board authorize the General Manager to execute a contract for Amendment No. 4 with Geoscience for a sum not to exceed \$47,920 and adopt Resolution No. 2021-71 transferring funds for the project costs.

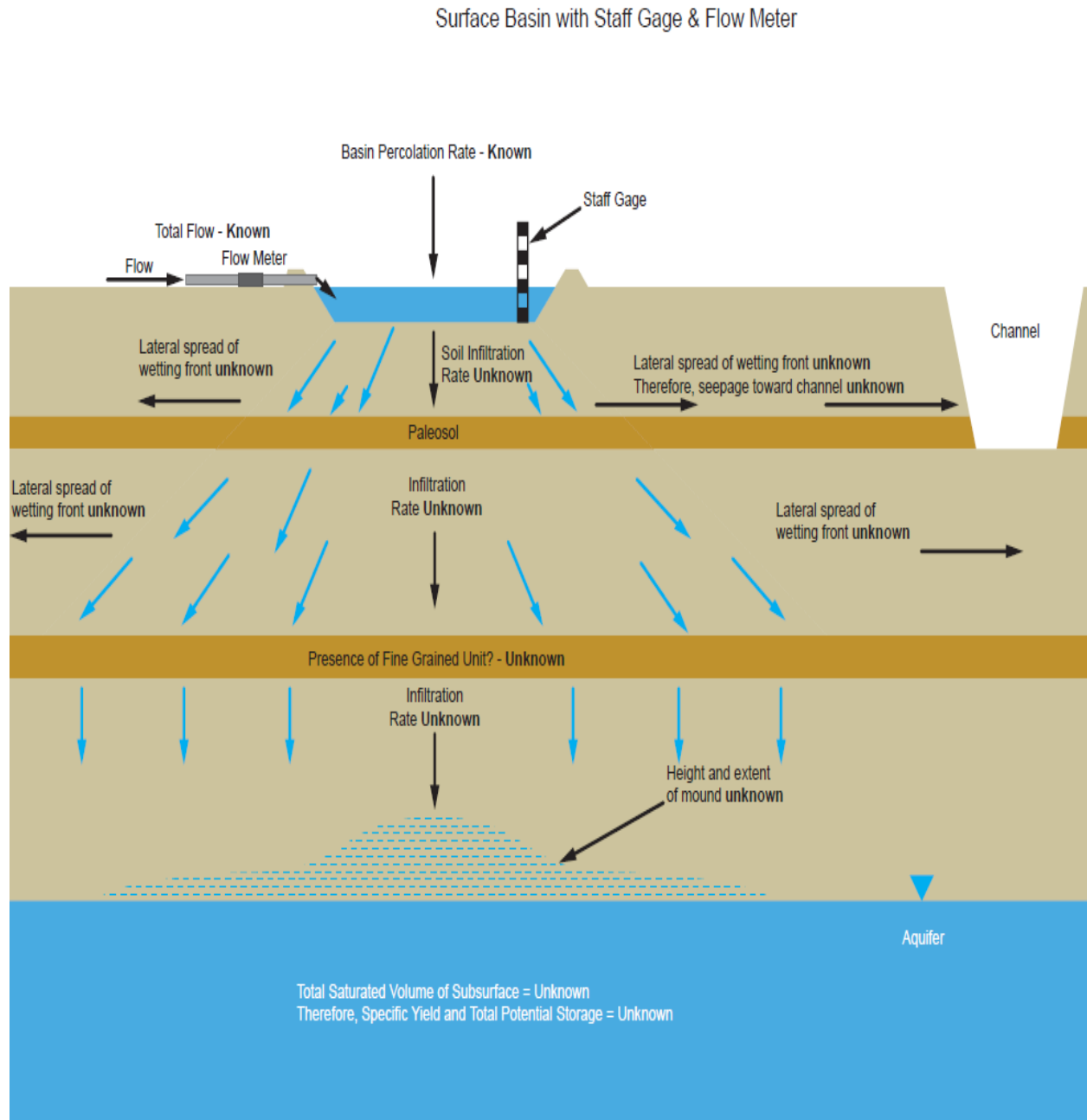
The Yucaipa Valley Regional Water Supply Renewal Project is an innovative salinity control project that will effectively eliminate the buildup of minerals in the Yucaipa Valley that would typically degrade drinking water supplies. The project involves expanded reverse osmosis infrastructure at the Yucaipa Valley Regional Water Filtration Facility (Salinity Concentrate Reduction and Minimization “SCRAM” System); an expanded reverse osmosis and treatment infrastructure at the Wochholz Regional Water Recycling Facility (Salinity and Groundwater Enhancement “SAGE” Project); and recharge of high quality recycled using injection wells. Coupled with the District’s aggressive recycled water program, these projects will minimize the amount of water imported from the fragile ecosystem in northern California and allow for the maximum use of high purity recycled water.



Long-Term Infiltration Study for the proposed Calimesa Lake and Spreading Basins

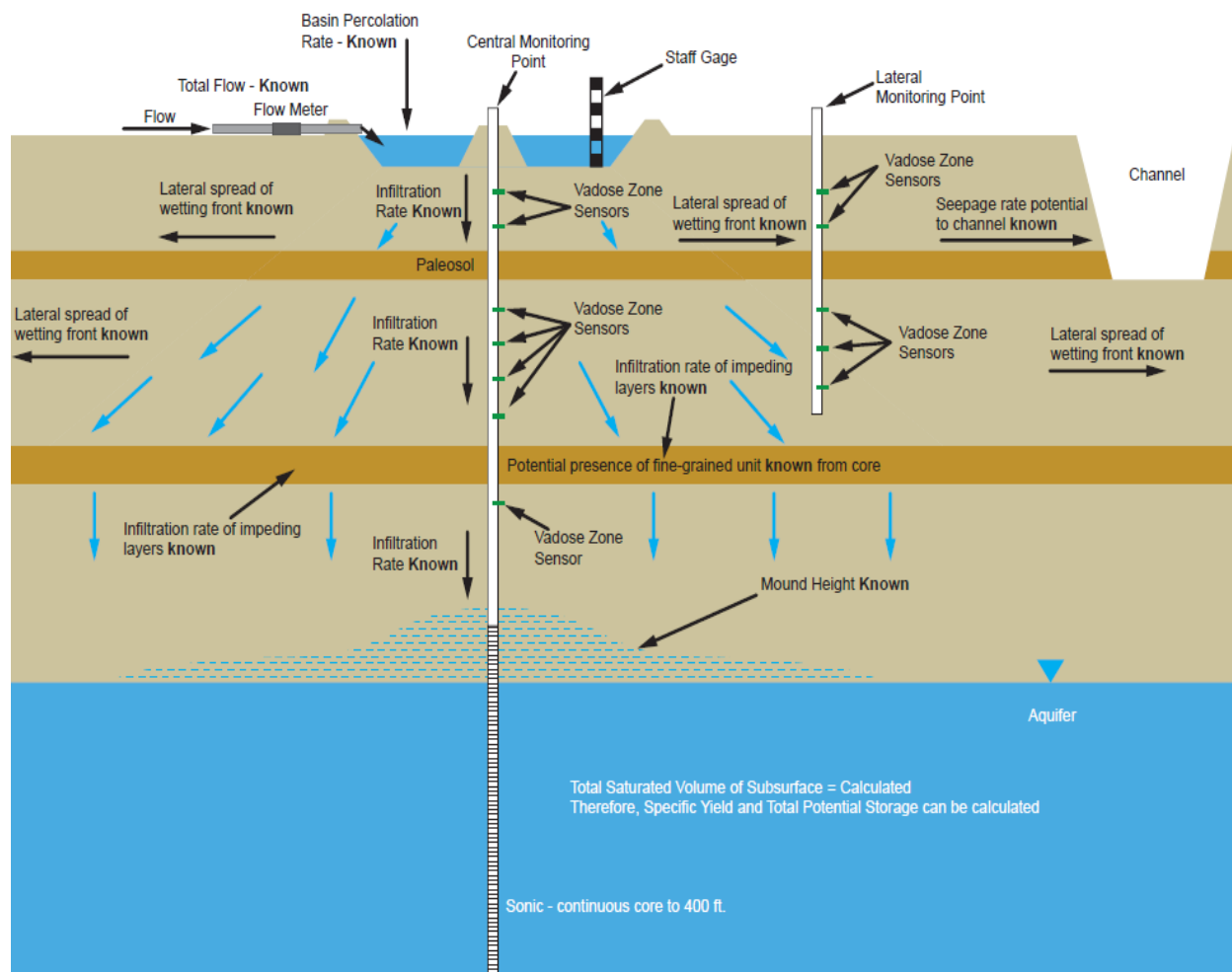
The District staff has been working with Geoscience for the development and operating plan for the proposed Calimesa Lake and Spreading Basins. Based on a thorough evaluation and study of the groundwater basin, the District will be able to effectively operate and manage the westerly portion of the Beaumont Basin consistent with the [adjudication](http://www.beaumontbasinwatermaster.org/) overseen by the Beaumont Basin Watermaster (<http://www.beaumontbasinwatermaster.org/>)

The District staff recognized that a limited recharge study would not be sufficient in this case to answer all of the pending questions and issues. As shown in the illustration below, by simply measuring the percolation rate of the basin, there would be several other factors that remain unresolved.



Therefore, the original scope of services was developed to utilize a methodology with monitoring wells to determine: the water mounding effect; the lateral movement of subsurface water; the infiltration rate in the vadose zone; all used to calculate the specific yield and total potential of storage when the spreading basins are constructed.

Surface Basin with Staff Gage, Flow Meter, Center of Basin & Lateral Monitoring Points



The District has received written authorization from the property owner to conduct the work at the proposed recharge location in Calimesa.

Geoscience Contract - Amendment No. 1

Amendment No. 1 was approved by the Board of Directors on June 4, 2019 [Director Memorandum No. 19-057] and consisted of the following tasks.

Task 3 - Installation of Vadose Zone and Groundwater Monitoring Points

Overall, the construction of all of the monitoring equipment took longer than anticipated. Additional drill rig time and installation time was needed because the drilling logs suggested that there may be an offset in the subsurface soils along a fault and potentially a perched groundwater condition. Therefore, Geoscience deepened Location #2 to make sure that the soil materials encountered in the upper 95 feet in Location #1 was penetrated.

Geoscience also installed a piezometer to make sure groundwater levels could be measured to assess potential perched conditions.

Based on the lithology encountered in the unsaturated zone Geoscience thought it was prudent to have a subsidence benchmark placed and survey to detect whether hydro-compaction would be induced when the vadose zone was saturated during the test.

Geoscience also equipped two additional wells (Location 2 piezometer and the residential well) from their initial quote.

The additional costs for Task 3 are detailed in the attached table and are composed of staff time, additional subcontractor costs, and reimbursables.

The total additional cost for Task 3 is \$33,244.

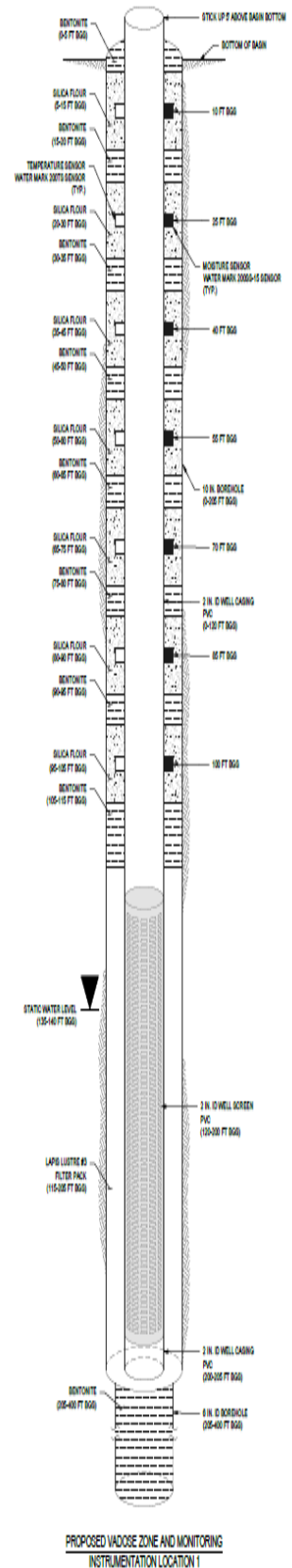
**Task 4 - Pilot Testing - Artificial Recharge Basin Construction and Monitoring**

This task includes the addition of climate equipment including an evaporation pan and rain gauge which was not included in the original estimate. The local data was determined to be insufficient for the precise nature of this study.

The soil types were found to be much more variable across the area than initially determined from the two instrumentation borings. The District agreed to evacuate the basin by pumping the water into the adjacent fields so as to dry out the basin as quick as possible. After the basin dried, Geoscience conducted additional investigations using 12 hand drilled borings to explore the distribution of soil types beneath the bottom of the basin across the basin. Geoscience also completed seven shallow percolation tests to assess the percolation rates of the various shallow subsurface soil types to develop an initial estimate of potential infiltration. Based on these investigations and shallow test pits conducted at the site with the District staff, Geoscience recommended the depth of removal of soils for the pilot test.

The additional new subtasks completed as a part of Task 4 to date are detailed in the attached table. The new subtasks are described in bold font. Where additional costs were incurred on old tasks, the explanation is in bold within the description.

The total additional cost for Task 4 is \$68,220.



Geoscience Contract - Amendment No. 2

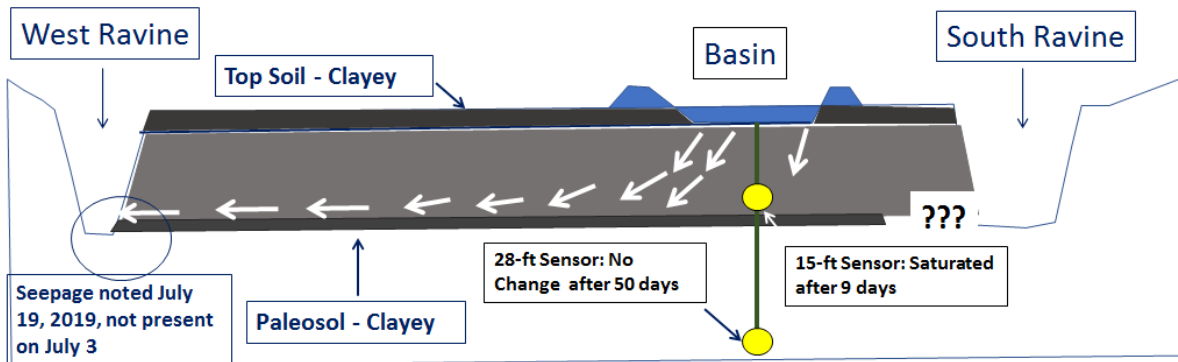
Amendment No. 2 was approved by the Board of Directors on September 3, 2019 [Director Memorandum No. 19-097] for a sum not to exceed \$456,064.

Based on the results of this study through Amendment No. 1, the infiltration testing showed the movement of groundwater in a westerly direction prior to reaching the groundwater basin.



The following illustration shows how it is possible for the recharge water to move laterally instead of vertically to the groundwater basin.

Hydrogeologic Conceptual Model  
Shallow Zone

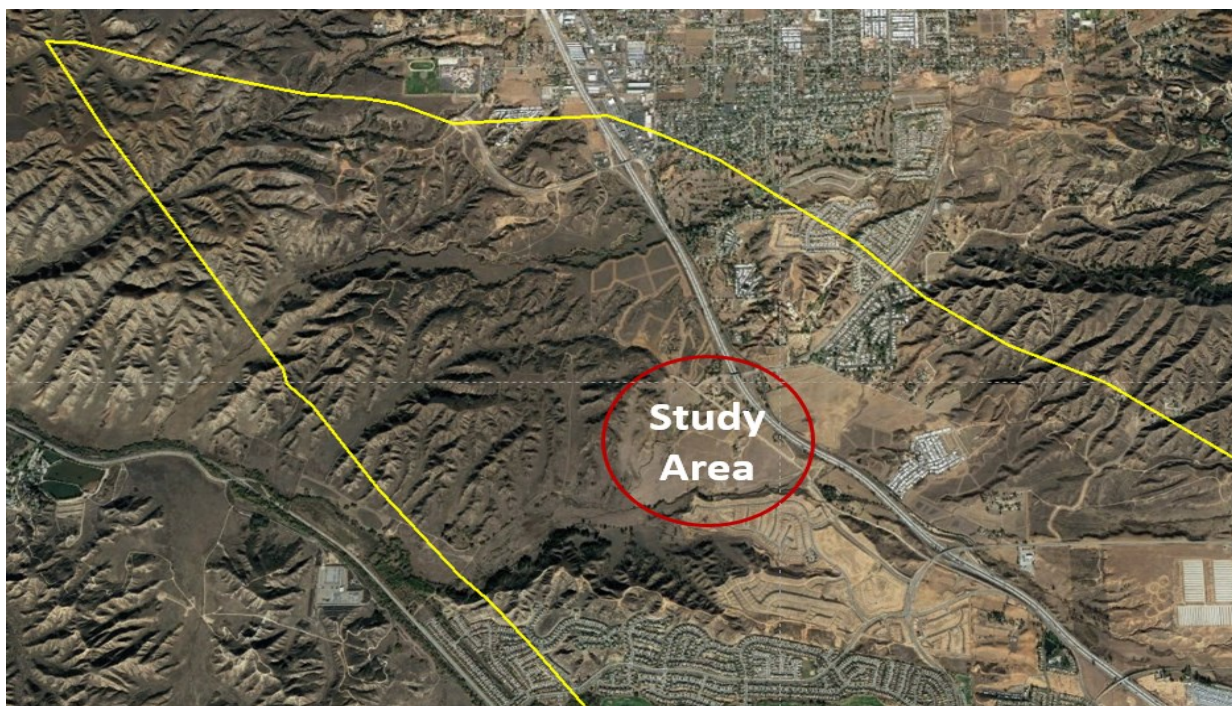


As a result of the initial testing, the District staff requested a proposal from Geoscience to conduct additional geological testing in the easterly portion of the groundwater basin. The scientific study has been developed to: (1) conduct additional exploratory drilling and testing; (2) perform additional infiltration testing; (3) prepare a groundwater model that will be used to support the recharge of recycled water at this location.

The overall goals of this phase of the project include:

- Confirm the westerly movement of water from the existing pilot basin, above the perching layer;
- Explore subsurface geology in the eastern portion of the site;
- Depending on the subsurface geologic conditions, conduct infiltration testing using methods that will provide data for potential surface spreading or injection;
- Conduct groundwater modeling to provide a preliminary evaluation of potential travel times for the recycled water in the subsurface; and
- Conduct seismic reflection surveys to explore the subsurface on and offsite within a six-month travel time of recharge locations

As discussed at the board workshop on August 27, 2019, this portion of the Beaumont Basin has not been studied as much as other areas of the basin.



While the additional scientific studies are expensive, the information and knowledge obtained will allow the District to make better informed decisions. Additionally, the scope of services allows the District to stop the investigation without completing the entire scope of work.

### Geoscience Contract - Amendment No. 3

The District staff assisted with the installation of test wells to determine the injection rate at various sites in the area. Based on the construction of these 100' deep test wells, the District will be able to calculate an estimated recharge rate for several 400' deep permanent wells as part of the Calimesa Aquifer Storage and Recovery Project.



It is important to remember that the preliminary calculations from the 100' test wells can be estimated at 400', but the District should consider a deep 400' boring to validate the estimated injection rate.

The Project has now transitioned from a surface water recharge project to an Aquifer Storage and Recovery (ASR) Project. The Calimesa Aquifer Storage and Recovery Project will involve the construction of a lake and 5-6 injection wells to be constructed at various sites throughout the study area.

Based on this new configuration, the District staff requested additional study work from the scientists at Geoscience to provide additional details needed to be added to the groundwater model to complete the investigation.



Geoscience Contract - Amendment No. 4

The District staff and the scientists from Geoscience have completed additional modeling work to identify the specific location of the proposed four injection wells and two extraction wells to be used for the proposed Aquifer Storage and Recovery Project. The refinements associated with Amendment No. 4 were necessary to coordinate the specific well locations with the development plans of the Oak Valley Town Center.

Resolution No. 2021-71 has been attached to authorize the transfer of funds from the Sewer Division Reserves for this additional work on the project.





August 30, 2021

Mr. Joe Zoba  
General Manager  
Yucaipa Valley Water District  
Post Office Box 730  
Yucaipa, California 92399-0730

**RE: Yucaipa Valley Water District - Budget Amendment Request for Additional Modeling Effort Associated with the Geohydrologic Investigation to Assess Artificial Recharge Feasibility at the Proposed Oak Valley Town Center, Calimesa, California**

Dear Mr. Zoba:

Geoscience appreciates the opportunity to provide hydrogeologic consulting services relating to recycled water infiltration feasibility at the proposed Oak Valley Town Center site. In the effort to complete the modeling study, under Primary Task 9.0 *Groundwater Modeling*, additional time and budget was required beyond the amount originally scoped:

- Additional data collection and review for Scenario 3 injection and pumping assumptions,
- Additional sensitivity model runs to analyze northwest boundary conditions and underflows,
- And additional data review (lithologic, well location refinement and completion details).

The cost incurred to complete this task work was \$35,000 as described above. Please let me know if this additional budget is agreeable to you. Geoscience greatly appreciates the opportunity to provide hydrogeologic services to support YVWD in this recharge investigation. Please feel free to contact me at 909.451.6645 if you have questions or would like to discuss any aspect of our amendment request.

Sincerely,

A handwritten signature in blue ink that reads "Nathan Reynolds". The signature is fluid and cursive, with a long horizontal stroke at the end.

Nathan Reynolds, PG  
Project Manager

GEOSCIENCE SUPPORT SERVICES INCORPORATED  
*Ground Water Resources Development*  
P.O. Box 220, Claremont, CA 91711  
T: 909-451-6650  
F: 909-451-6638

Yucaipa Valley Water District  
 Oak Valley Town Center Indirect Potable Reuse Project

**Table 1**

**Cost to Provide Professional Geohydrologic Services for Additional  
 Groundwater Modeling Support**

Task		Description	GEOSCIENCE SUPPORT SERVICES, INC.		
			Labor	Reimbursable Expenses <sup>1</sup>	GSSI Total Cost
<b>7.4</b>	<b>Yucaipa Valley Water District Additional Modeling Support</b>				
	7.4.1	Update Baseline Run	\$ 1,632	\$ -	\$ 1,632
	7.4.2	Run One Scenario Run with New Injection and Extraction Well Locations	\$ 2,926	\$ -	\$ 2,926
	7.4.3	Run Particle Tracking for Updated Scenario Run	\$ 816	\$ -	\$ 816
	7.4.4	Project Management (modeling, Client discussions, review of requirements for easements, and communication with DDW)	\$ 4,242	\$ -	\$ 4,242
	7.4.5	Virtual Meeting to Discuss Results	\$ 3,304	\$ -	\$ 3,304
		<i>Subtotal</i>	\$ <b>12,920</b>	\$ -	\$ <b>12,920</b>
<b>TOTAL HOURS AND COST with Optional Tasks (Tasks 7.4.1 through 7.4.5):</b>			\$ <b>12,920</b>	\$ -	\$ <b>12,920</b>

**Notes:**

<sup>1</sup> Reimbursable Expenses include subconsultant fees, mileage, and report reproduction costs.

**RESOLUTION NO. 2021-71**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
TRANSFERRING FUNDS WITHIN THE WATER FUND AS  
TRANSFER NO. 9 FOR FISCAL YEAR 2022**

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

WHEREAS, the Board of Directors has authorized Amendment No. 4 for the Aquifer Storage and Recovery contract with Geoscience for an additional cost of \$47,920 [Director Memorandum No. 21-198] and authorized the use of reserve funds for this expenditure.

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

Section 1: Fund Transfer No. 9 in the amount of \$47,920 from the Sewer Fund Infrastructure Reserves (03-000-10311) to fund Amendment No. 4 for the Geoscience Geohydrologic Investigation.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

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



**Date:** December 21, 2021

**Task:** N/A

**Prepared By:** Allison M. Edmisten, Chief Financial Officer

**Subject:** Adoption of Resolution No. 2021-65 Approving a Policy Related to Debt Management of the Yucaipa Valley Water District's Water and Sewer Divisions

**Recommendation:** That the Board adopt Resolution No. 2021-65.

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On February 18, 2015, the Board of Directors adopted the current Debt Management Policy which only applied to the Water Division [Director Memorandum 15-017]. In preparation of the bond refinancing anticipated in early 2022 which will be funded by both the water and sewer divisions, District staff recommends a revision to the existing policy.

District staff has worked with Fieldman Rolapp to prepare the recommended attached debt management policy. Specifically, some of the updates include:

- References to include sewer division
- Include language for Joint Powers Authority (JPA)
- Updated language regarding variable debt limits
- Updated Term/Final Maturity language
- New State Reporting Requirements
- New Internal Controls language
- Debt Service Coverage updated to 1.5 times annual debt service payments

**RESOLUTION NO. 2021-65**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
APPROVING A DEBT MANAGEMENT POLICY FOR THE WATER AND SEWER  
DIVISIONS**

WHEREAS, the Yucaipa Valley Water District intends to provide for the issuance and sale of special tax, special assessment, or other bonds to finance certain capital costs within the Water and Sewer Enterprise Funds.

WHEREAS, long-term improvements include the acquisition of land, facilities, infrastructure, and supplies of water; and enhancements or enlargements to existing capacity and facilities for obtaining, importing, transporting and delivering water including the treatment and recycling of wastewater.

WHEREAS, these improvements are typically included in the District's, Capital Improvement Budget and Water Master Plan. Bond proceeds can be issued to fund the planning, design, land acquisition, construction, attached fixtures or equipment and moveable pieces of equipment, or other costs as permitted by law.

WHEREAS, Revenue Bonds, Joint Power Authority Revenue Bonds, Refunding Bonds, Notes, Certificates of Participation, special tax or special assessment bonds, capital leases, commercial paper, government loans, bank loans, direct placements and lease-purchase financings will be treated as debt and subject to these same policies.

NOW, THEREFORE, the Board of Directors of the Yucaipa Valley Water District does hereby resolve, determine and order as follows:

That the attached Debt Management Policy is hereby approved.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

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



Yucaipa Valley Water District

# Policy and Procedure

Policy Title		Policy Number
Debt Management Policy - Water & Sewer Division		
Approval Date	Approved By	Effective Date
_____	Board of Directors	_____

**PURPOSE**

The purpose of the Debt Management Policy for the Water and Sewer Division is to utilize reasonable debt financing as an acceptable and appropriate approach to fund long-term improvements to ensure that existing and future water and sewer system customers pay their fair share. Long-term improvements include the acquisition of land, facilities, infrastructure, and supplies of water; and enhancements or enlargements to existing capacity and facilities for obtaining, importing, transporting and delivering water including the treatment and recycling of wastewater. These improvements are typically included in the District’s, Capital Improvement Budget and Water Master Plan. Bond proceeds can be issued to fund the planning, design, land acquisition, construction, attached fixtures or equipment and moveable pieces of equipment, or other costs as permitted by law.

Revenue Bonds, Joint Power Authority Revenue Bonds, Refunding Bonds, Notes, Certificates of Participation, special tax or special assessment bonds, capital leases, commercial paper, government loans, bank loans, direct placements and lease-purchase financings will be treated as debt and subject to these same policies.

**BACKGROUND**

This policy documents the goals of the Yucaipa Valley Water District (“District”) for the use of debt instruments and provides guidelines for the use of debt for financing drinking water infrastructure. The District’s overriding goal in issuing debt is to respond to and provide for its infrastructure, capital projects and other financing needs while ensuring that debt is issued and managed prudently in order to maintain a sound fiscal position and protect credit quality. The District issues debt instruments, administers District held debt proceeds and makes debt service payments, acting with prudence, diligence and attention to prevailing economic conditions.

The District will pay for all infrastructure, projects, and other financing needs from a combination of current revenues, available reserves, and prudently issued debt. The District believes that debt can provide an equitable means of financing projects for its customers and provide access to new capital needed for infrastructure and project needs. Debt will be used to meet financing needs using the following guidelines: (i) if the debt meets the goals of equitable treatment of all customers, both current and future, including the concept of inter-generational equity; (ii) if the debt the most cost-effective means available; (iii) if it is fiscally prudent, responsible, and diligent under the prevailing economic conditions; and (iv) if there are other important policy reasons therefor. The District will not issue debt without the approval of the Board of Directors (“Board”).

## GENERAL PROVISIONS

The District will provide for a periodic review of its financial performance and review its performance relative to the financial policies outlined herein. These financial policies will be taken into account during the capital planning, budgeting, and rate setting processes. Necessary appropriations for annual debt service requirements will be routinely included in the District's annual budget. The District will maintain proactive communication with the investment community, including rating agencies, credit enhancers and investors, to ensure future capital market access at the lowest possible interest rates.

The District's Debt Management Policy and the Investment Policy are integrated into the decision-making framework utilized in the budgeting and capital improvement planning process. As such, the following principles outline the District's approach to debt management:

- The District will issue debt only in the case where there is an identified source of repayment. Debt will be issued to the extent that (i) projected existing revenues are sufficient to pay for the proposed debt service together with all existing debt service covered by such existing revenues, or (ii) additional projected revenues have been identified as a source of repayment in an amount sufficient to pay for the proposed debt.
- The District will not issue debt to cover operating needs, unless specifically approved by the Board.
- Each proposal to issue debt will be accompanied by an analysis that demonstrates conformity to this Policy. This analysis will address the purpose for which the debt is issued and the proposed debt structure.

## CONDITIONS FOR DEBT ISSUANCE

The following guidelines formally establish parameters for evaluating, issuing, and managing the District's debt. The guidelines outlined below are not intended to serve as a list of rules to be applied to the District's debt issuance process, but rather to serve as a set of practices to promote prudent financial management.

In issuing debt, the District's objectives will be to:

- Achieve the lowest cost of capital;
- Ensure ratepayer equity;
- Maintain the adopted credit rating strategy, or a more effective credit rating strategy, and access to credit enhancement; and
- Preserve financial flexibility

### Standards for Use of Debt Financing

When appropriate, the District will use long-term debt financing to achieve an equitable allocation of capital costs between current and future system users, to provide more manageable rates in the near and medium term and to minimize rate volatility. Capital projects financed through debt issuance may only be financed for a term longer than the expected useful life of the project only with the express approval of the Board, but not beyond federal tax code limitations.

### Debt Capacity

There is no specific provision within the California Government Code that limits the amount of debt that may be issued by the District. The District's future borrowing capability is limited by the debt coverage ratio and additional debt limitations required by the existing bond covenants.

### Financing Criteria

Each debt issuance should be evaluated on an individual basis within the context of the District's overall financing objectives and current market conditions. The District will evaluate alternative debt structures (and timing considerations) to ensure the most cost-efficient financing under prevailing market conditions.

*Credit Enhancement* – The District will consider the use of credit enhancement on a case-by-case basis. Only when clearly demonstrable savings can be realized shall credit enhancement be utilized.

*Cash-Funded Reserve vs. Surety* – If the issuance of debt requires a cash-funded debt service reserve fund, the District may purchase a surety policy or replace an existing cash-funded debt service reserve fund when deemed prudent and advantageous. The District may permit the use of guaranteed investment agreements for the investment of reserve funds pledged to the repayment of any of its debt when it is approved by the Board.

*Call Provisions* – In general, the District's securities should include optional call provisions. The District will avoid the sale of non-callable, long-term fixed rate bonds, absent careful evaluation of the value of the call option.

*Additional Bonds Test/Rate Covenants* – The amount and timing of debt will be planned to comply with the additional bonds tests and rate covenants outlined in the appropriate legal and financing documents, and this policy.

*Short-Term Debt* – The District may utilize short-term borrowing to serve as a bridge for anticipated revenues, construction financing or future bonding capacity.

*Variable Rate Debt* – Variable rate debt products can take various forms, some products are rolling series of short-term investments that are resold periodically and others are long-dated with adjustable interest rates. Each product is priced at the short-end of the yield curve. Variable rate debt may be appropriate for the District's portfolio, especially in an environment where increased interest earnings on invested funds offset the increased cost of variable rate debt. Variable rate debt products include variable rate demand obligations, commercial paper, and short-term notes. The District may consider the use of variable rate debt products to achieve a lower cost of borrowing or for short-term borrowing. In determining to use variable rate debt, the District will consult with its Municipal Advisor to analyze the benefits and risks associated with the variable rate debt products, including derivative products.

*Use of Variable Rate Debt* – The District may consider the use of variable rate debt products to achieve a lower cost of borrowing or for short-term borrowing. In



determining whether or not to use variable rate debt, the District will analyze, among other things, the risk associated with the variable rate debt and the impact on the District's overall portfolio. Before issuing variable rate debt, the District will analyze its cash position; the District will not issue variable rate debt in an amount that exceeds 115% of its unrestricted cash position at the time of issuance of any variable rate debt. Additionally, the District will not issue an amount of variable rate debt that would exceed 30% of its aggregate debt outstanding, inclusive of all variable rate debt to be outstanding upon issuance of the proposed variable rate debt.

*Investment of Bond Proceeds* - Bond proceeds will be invested in accordance with the permitted investment language outlined in the bond documents for each transaction. The District will seek to maximize investment earnings within the investment parameters set forth in the respective debt financing documentation. The reinvestment of bond proceeds will be incorporated into the evaluation of each financing decision; specifically addressing arbitrage/rebate position, and evaluating alternative debt structures and refunding savings on a "net" debt service basis, where appropriate.

#### Refinancing Outstanding Debt

The Chief Financial Officer shall have the responsibility to evaluate potential refunding opportunities. The District will consider the following issues when analyzing potential refinancing opportunities:

*Debt Service Savings* – The District shall establish a target savings level for current refundings greater than or equal to 3% of the par of debt refunded on a net present value (NPV) basis (after payment of all costs associated with the issuance) and for advance refundings greater than or equal to 5% of the par of debt refunded on a net present value (NPV) basis (after payment of all costs associated with the issuance). These figures will serve only as a guideline and the District may determine that a different savings target is appropriate; the District shall evaluate each refunding opportunity on a case-by-case basis. In addition to the savings guideline, the following shall be taken into consideration:

- Remaining time to maturity;
- Size of the issue;
- Current interest rate environment;
- Annual cash flow savings;
- The value of the call option;
- Revision of restrictive or onerous covenants; and
- Other factors approved by the applicable member District.

The decision to take all savings upfront or on a deferred basis will be reviewed and ultimately approved by the Chief Financial Officer in consultation with the General Manager and the Board, as applicable.

*Restructuring* – The District may seek to refinance a bond issue on a non-economic basis, in order to restructure debt, to mitigate irregular debt service payments, accommodate revenue shortfalls, to achieve a proper matching of debt service with revenues, release reserve funds, or comply with and/or eliminate rate/bond covenants.

*Term/Final Maturity* – The District may consider the extension of the final maturity of the refunding bonds in order to achieve a necessary outcome, provided that such extension is legal. The term of the debt should not extend beyond the reasonably expected useful life of the asset being financed but pursuant to the federal tax code, the weighted average maturity cannot exceed 120% of the useful life of the asset being financed. The District may also consider shortening the final maturity of the bonds. The remaining useful life of the assets and the concept of inter-generational equity will guide these decisions.

*Defeasance* – Defeasance is when a debt financing is refinanced or paid off through an escrow where certain authorized investments and cash are deposited to pay the redemption price, principal and interest until such time the debt is fully redeemed. On the date when proceeds are deposited into the escrow, the debt will no longer be deemed outstanding and is defeased.

There are two types of defeasances: legal and economic. A legal defeasance ends all of the rights and interest of the debt holders provided under the governing documents, including the pledge of revenues or other security interest. An economic defeasance does not end the rights and interest of the debt holders until such debt is fully redeemed. When evaluating an economic versus legal defeasance, the District shall take into consideration both the financial impact on a net present value basis as well as the rating/credit impact. The District shall take all necessary steps to optimize the yield on its refunding escrows investments and avoid negative arbitrage.

#### Outstanding Debt Limitations

Prior to issuance of new debt, the District shall consider and review the latest credit rating reports and guidelines to ensure the District's credit ratings and financial flexibility remain at levels consistent with the most highly rated comparable public agencies.

#### Method of Issuance

The District will determine, on a case-by-case basis, whether to sell its bonds competitively or through negotiation.

*Competitive Sale* – In a competitive sale, the District's debt shall be awarded to the bidder providing the lowest true interest cost ("TIC"), as long as the bid adheres to the requirements set forth in the official notice of sale.

*Negotiated Sale* – The District recognizes that some bond issues are best sold through negotiation with a selected underwriter or team of underwriters. The District has identified the following circumstances below in which this would likely be the case:

- Issuance of variable rate or taxable bonds;
- Complex structures or credit considerations (such as non-rated bonds), which require a strong pre-marketing effort. Significant par value, which may limit the number of potential bidders, unique/proprietary financing mechanism (such as a financing pool), or specialized knowledge of financing mechanism or process;
- Market volatility, such that the District would be better served by flexibility in the timing of its sale, such as in the case of a refunding issue wherein the savings target is sensitive to interest rate fluctuations, or in a changing interest rate environment;
- When an underwriter has identified new financing opportunities or presented alternative structures that financially benefit the District; and
- As a result of an underwriter's familiarity with the project/financing, that enables the District to take advantage of efficiency and timing considerations.

*Private Placement* – From time to time the District may elect to issue debt on a private placement basis. Such method shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance, or if it is determined that access to the public market is unavailable and timing considerations require that a financing be completed.

#### Market Communication, Debt Administration and Reporting Requirements

*Responsibilities* – For purposes of this policy the General Manager delegates responsibility to the District Chief Financial Officer or his/her successor in position and/or in title.

*Rating Agencies* – The General Manager shall be responsible for maintaining the District's relationships with Standard & Poor's Ratings Services, Fitch Ratings, and Moody's Investors Service, as appropriate. The District shall, from time to time, deal with one, two or all of these agencies as circumstances dictate. In addition to general communication, the Chief Financial Officer shall (1) meet, (either in person or via phone) with credit analysts at least annually or as requested by the rating agencies, and (2) prior to each competitive or negotiated sale, offer conference calls or meeting(s) with rating analysts in connection with the planned sale.

*Observance of Debt Covenants* – The Chief Financial Officer will periodically ensure that the District is in compliance with all legal covenants for each debt issue.

*Continuing Disclosure* – The Chief Financial Officer will comply for all debt issued with Rule 15c2-12(b)(5) by required filing as covenanted in each debt issue's Continuing Disclosure Agreement. The Chief Financial Officer will maintain a calendar with the reporting deadlines and procedures for dissemination of annual reports and notices.

*Record Keeping* – A copy of all debt-related records shall be retained at the District's offices or in an approved storage facility. At minimum, these records shall include all official statements, bid documents, bond documents/transcripts, resolutions, trustee statements, leases, and title reports for each financing (to the

extent available). To the extent possible, the District shall retain an electronic copy of each document, preferably as a PDF.

*Arbitrage Rebate* – The District will comply with the administratively adopted policies and procedures regarding tax-exempt financings and tax-exempt financed property, as well as the tax and arbitrage certifications associated with each issue.

*State Reporting Requirements* – Pursuant to Government Code section 8855(k), the District will submit annual debt transparency reports for any debt for which it has submitted a report of final sale on or after January 21, 2017 every year until the later date on which the debt is no longer outstanding and the proceeds have been fully spent. Pursuant to Government Code Section 5852.1, the District shall disclose specified good faith estimates in a public meeting prior to the authorization of the issuance of debt.

*Internal Controls* - In order to comply with CDIAC rules and regulations promulgated pursuant to SB 1029, the following internal controls shall be followed:

The Chief Financial Officer, or duly appointed designee, and the District's designated project manager for the project shall share responsibility to assure that disbursements are made only after each request for disbursement is substantiated with appropriate invoices, requisitions and other supporting documentation. Each of the aforementioned shall thoroughly review any request for disbursement and may request further documentation as may be deemed appropriate.

Proceeds of any Debt shall be managed and accounted for in accordance with its governing documents and this Policy. No disbursements shall be made without the written approval of the Chief Financial Officer, or designee. All draw requests shall be provided to the District by the designated project manager for the project with the consent of the Chief Financial Officer, or designee. Approval shall only be provided when the Chief Financial Officer, or designee, is in receipt of all appropriate certifications with supporting invoices from suppliers and or contractors evidencing appropriate expenses in connection with the project.

*Policy Review* – This policy should be reviewed on a biennial basis by the Finance Committee and adopted by the Board.

## **CREDIT RATING BENCHMARKS**

The District strives to maintain a strong credit profile in order to provide assurance to customers, bond holders, rating agencies and other stakeholders that the District proactively manages its financial resource and is financially sustainable. These benchmarks will be evaluated on an annual basis and communicated to the Board. The District has set forth the following specific financial benchmark goals:

1. **Debt Ratio:** The Debt Ratio is a financial ratio that indicates the percentage of the District's capital assets that are provided via debt financing. It is the District's goal to maintain a Debt Ratio between 30 to 40 percent.

2. Credit Rating: The District's credit rating has a direct impact on the access to financial markets and the cost of incurring debt. It is the District's goal to obtain and maintain the following credit ratings: AA (Standard & Poor's), and/or AA (Fitch).
3. Number of Day's Cash: The District's liquidity position has a large impact on the District's credit rating. It is the District's goal to target a level of Days Cash between 300 and 400 days.
4. Debt Service Coverage: The District is required to maintain a minimum debt service coverage ratio as set forth in the outstanding bond documents. It is the District's goal to exceed the minimum legal debt service coverage ratio with a goal of 1.5 times the annual debt service payments excluding development facility capacity charges.



**Date:** December 21, 2021

**Task:** 103035

**Prepared By:** Mike Kostelecky, Operations Manager

**Subject:** Ratification of the Purchase of Water Quality Equipment at the Yucaipa Valley Water Filtration Facility

**Recommendation:** That the Board ratify the purchase of water quality equipment from Hach Company for an amount not to exceed \$28,166 and adopt Resolution No. 2021-66 transferring reserve funds for the purchase.

The Yucaipa Valley Water Filtration Facility utilizes Hach Company instrumentation throughout the site. Each Microfiltration rack has a Hach turbidity analyzer to ensure compliance is exceeded within the operating permit.

The equipment is inspected daily and calibrated quarterly. Rack 5 has the newest version analyzer, and racks 1 through 4 have the older and obsolete analyzers which are no longer supported by Hach. Additionally, the analyzer on rack 3 has become erratic and difficult to calibrate and is in need of replacement.

The attached quote from Hach is comprised of the necessary equipment to change racks 1 through 4 and the necessary maintenance and standard solutions to continue to calibrate all the equipment quarterly.

The older analyzers will be used for spare parts at the Oak Glen Filtration Facility which currently utilizes the older model.

District staff is requesting your consideration to ratify the water quality equipment purchase with Hach Company in the amount not to exceed \$28,166.

#### Financial Impact

This expense will be funded by the Water Division, Infrastructure Reserves [G/L Account # 02-000-10311]. Resolution No. 2021-66 will approve the transfer of funds for this purchase.



**RESOLUTION NO. 2021-66**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
TRANSFERRING FUNDS WITHIN THE WATER FUND AS  
TRANSFER NO. 7 FOR FISCAL YEAR 2022**

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

WHEREAS, the Board of Directors has authorized a water quality equipment purchase with Hach Company for an amount not to exceed \$28,166 [Director Memorandum No. 21-200] and authorized the use of reserve funds for this expenditure.

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

Section 1: Fund Transfer No. 7 in the amount of \$28,166 from the Water Fund Infrastructure Reserves (02-000-10311) to fund the water quality equipment purchase with Hach Company.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

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



## Quotation

**Quote Number: 100714249v4**  
 Use quote number at time of order to ensure that you receive prices quoted

Hach  
 PO Box 608  
 Loveland, CO 80539-0608  
 Phone: (800) 227-4224  
 Email: quotes@hach.com  
 Website: www.hach.com

Quote Date: 14-Dec-2021

Quote Expiration: 01-Jan-2022

YUCAIPA VALLEY WATER DISTRICT  
 PO BOX 730  
 YUCAIPA, CA 92399-0730

Name: Mitch Nicholson  
 Phone: 909-682-6053  
 Email: mnicholson@yvwd.us

Customer Account Number : 104826

Sales Contact: Devin Locke Email: devin.locke@hach.com Phone: 909-264-0560

### PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
<b>Pall MF Rack 2 thru 5 and DAF NTU meters</b>					
1	LXV445.99.53112	TU5300sc Low Range Laser Turbidimeter with Flow Sensor, Automatic Cleaning, RFID, and System Check, EPA Version	6	2,973.50	17,841.00
2	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 digital Sensors, 100-240 VAC, without power cord	2	2,318.00	4,636.00
<b>NTU meter calibration, maintenance, and spare part</b>					
3	LZY835	Stabcal® calibration set with RFID, for TU5200, TU5300sc, and TU5400sc Laser Turbidimeter	1	509.20	509.20
4	LZY907.97.00002	Maintenance Kit for TU5300sc and TU5400sc Laser Turbidimeter, with RFID Sealed Vials	1	1,270.15	1,270.15
5	LZY876	Desiccant Cartridge for TU5300sc and TU5400sc Laser Turbidimeter	2	41.03	82.06
6	LZY834	Replacement Vial for TU5300sc and TU5400sc Online Laser Turbidimeter	2	38.18	76.36
7	LZY915	Replacement Wiper for Mechanical Cleaning Unit, TU5300sc and TU5400sc	2	40.42	80.84
<b>pH probe chemistry</b>					
8	2947600	Buffer Solution Kit, Color-coded, pH 4.01, pH 7.00 and pH 10.01, 500 mL	4	32.54	130.16
9	2105528	DPD Free Chlorine Reagent Powder Pillows, 10 mL, pk/1000	4	194.75	779.00
10	LZW9710.99	Conductivity Standard Solution, 1413 µS/cm, KCl, 250mL	4	24.41	97.64

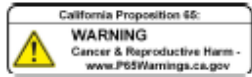


Line	Part Number	Description	Qty	Net Unit Price	Extended Price
<b>Estimated Shipping</b>					
11	27	Simplified freight charge	1	637.56	637.56
				Estimated Tax @ 7.75%	\$ 2,025.85
				Grand Total	\$ 28,165.82

**TERMS OF SALE**

Freight: Ground Prepay and Add

FCA: Hach's facility



All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgment of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to international regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for international transport. In addition, Hach may require: 1). A statement of Intended end-use; 2). Certification that the Intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

**ORDER TERMS:**

- Terms are Subject to Credit Review
- In order for Hach to process the order as quickly as possible, please provide the following information.
  - Complete Billing address.
  - Complete Shipping address.
  - Part numbers and quantities of items being ordered.
  - Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special Invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

**Sales Contact:**

Name: Devin Locke  
 Title: Regional Sales Manager  
 Phone: 909-264-0560  
 Email: [devin.locke@hach.com](mailto:devin.locke@hach.com)



**Date:** December 21, 2021

**Task:** 103257

**Prepared By:** Tim Mackamul, Operations Manager

**Subject:** Consideration to Purchase a Mixed Liquor Recycle Pump for the Wochholz Regional Water Recycling Facility

**Recommendation:** That the Board authorize the purchase of one Mixed Liquor Recycle pump from Flow N Control for a sum not to exceed \$45,104 and adopt Resolution No. 2021-67 Transferring Reserve Funds for the pump purchase.

The Wochholz Regional Water Recycling Facility (WRWRF) utilizes a series of physical, biological, and chemical processes to treat incoming wastewater. Pumps play a vital role by producing the flow necessary to strategically move liquids throughout the wastewater treatment process. Mixed Liquor Recycle pumps continuously pump the effluent (Mixed Liquor) from the aeration tanks and return it to the anoxic basins. This recirculation process is necessary for efficient nitrogen removal.

Four Mixed Liquor Recycle pumps are currently installed at the WRWRF. One of the pumps was recently discovered to be inoperable. District staff explored the possibility of getting the pump repaired but was informed by the manufacturer that the pump is obsolete and most parts are not available. Do to the unknowns involved with the pump repair option compared to the guaranteed benefits of the purchase option, as summarized in the table below, District staff recommends the purchase of a new Mixed Liquor Recycle pump.

Option	Minimum Cost	Maximum Cost	Pros/Cons
<b>New Replacement</b>	\$45,104	\$45,104	<ul style="list-style-type: none"> <li>• 5 Year Warranty</li> <li>• Shipping Included</li> <li>• 16 Week Lead Time</li> <li>• Factory Recommendation</li> </ul>
<b>Repair</b>	\$26,180.74 (+ Shipping)	\$50,000 +	<ul style="list-style-type: none"> <li>• No Warranty</li> <li>• Shipping Cost Not Included</li> <li>• 18+ Week Lead Time</li> <li>• Possibility Pump Cannot Be Repaired</li> <li>• Pump Is Obsolete</li> </ul>

**RESOLUTION NO. 2021-67**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
TRANSFERRING FUNDS WITHIN THE WATER FUND AS  
TRANSFER NO. 8 FOR FISCAL YEAR 2022**

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

WHEREAS, the Board of Directors has authorized the purchase of a Mixed Liquor Recycle Pump from Flow N Control, Inc. for an amount not to exceed \$45,104 [Director Memorandum No. 21-201] and authorized the use of reserve funds for this expenditure.

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

Section 1: Fund Transfer No. 8 in the amount of \$45,104 from the Sewer Fund Infrastructure Reserves (03-000-10311) to fund the purchase of a Mixed Liquor Recycle Pump from Flow N Control, Inc.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

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

ATTEST:

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



4452 Oceanview Blvd. · Suite 200 · Montrose, CA 91020 · Office 818.330.7425 · Fax 818.330.9739

June 21, 2021  
 Proposal#: 210621Z1  
 Page 1 of 4

Ref: Yucaipa Valley Water District; WWTP MLSS pump replacement

Greetings Charles:  
 Flow N Control, Inc. is pleased to present our proposal for the following equipment:

**MLSS replacement pump:**

**One (1)qty:** ABS/Sulzer AFLX 0701 Submersible pump; PE 430/8, FM Approved, 460V, 49 Feet Power/Control Cable, Cast Iron Impeller, Option 2 Full Monitoring (Stator Bi-Metals, 1x Stator RTD, 2x Bearing RTDs, 3x Di Probes), Insulated Upper Bearing, 100µm Epoxy Coating

**YOUR NET PRICE FOR THE STATION EQUIPMENT** **\$45,104.00**

**INCLUDED:**

1. Freight to jobsite. (FOB Factory – freight allowed to first destination.)
2. Shop drawings and PDF copies of Operation & Maintenance Manuals. (Hard copies can be provided for an additional fee.)

**NOT INCLUDED:**

1. Sales Tax - Provide a resale certificate if non-taxable.
2. Anchor bolts & jacking screws.
3. Any discharge piping, exterior to the stub outs provided.
4. Gauges – warning signs
5. Field sound pressure level testing, hiring of acoustical consultants.
6. Valves, piping, pipe supports, companion flanges other than indicated above.
7. Any electrical controls & control panels other than indicated above.
8. Field alignment of pumps and motors.
9. Any testing not specifically mentioned in our proposal.
10. Any accessories or services not specifically mentioned in our proposal.

**THIS PROPOSAL EXPIRES IN 30 DAYS** from the date of this proposal or bid opening date, if applicable.

This proposal reflects prices based solely upon Flow N Control's Terms and Conditions attached. This proposal does not include the potential additional costs for bonding, accepting contractors' terms and conditions, retentions, etc.

Proposal#: 210621Z1  
Page 2 of 4

This quotation is subject to Flow N Control's standard Terms and Conditions, which appear on the next page. Any order or contract resulting from this quotation shall be governed by said terms. In addition: (1) buyer grants to seller a security interest in the equipment listed until contract is completed and full payment is made, (2) in the event that it becomes necessary to enforce payment terms, the prevailing party shall be entitled to reasonable attorney fees and related costs, (3) interest on past due accounts will be charged at the maximum legal rate not to exceed 1-1/2 percent per month. Such interest will be compounded monthly beginning on the first day that any such amount is past.

Flow N Control, Inc. reserves the right to either accept the order direct or act as a manufacturer's representative, in which case some of the above equipment orders would be placed directly with these manufacturers, along with their terms and conditions, exceptions, and clarifications.

Thank you for the opportunity to submit this proposal.  
Best regards,

*Flow N Control, Inc.*  
*Jeff Cain*  
[Jeff@flowncntrl.com](mailto:Jeff@flowncntrl.com)  
Office 818.330.7425  
Cell 818.371.9701

Proposal#: 210621Z1  
Page 3 of 4

#### TERMS OF SALE

1. **ACCEPTANCE.** These terms govern the purchase and sale of equipment, contractors' services, etc., referred to in SELLER'S proposal or acknowledgement. Acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply if same is included with the proposal.
2. **PAYMENT.** Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.
3. **RETENTIONS** not previously approved in writing by SELLER are not permitted.
4. **BACK CHARGES** accepted only upon written approval by SELLER.
5. **DELIVERY.** SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLER'S reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.
6. **RESPONSIBILITY.** SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSE OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.
7. **WARRANTY.** For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED.
8. **TAXES.** Prices are exclusive of all taxes, federal, state local of any kind or nature.
9. **TRANSPORTATION.** Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.
10. **COMPLIANCE WITH LAWS.** BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.
11. **INDEMNIFICATION.** It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYER'S responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third-party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim. SELLER'S liability is limited to the coverage offered and paid by the SELLERS insurance policies.

Proposal#: 210621Z1  
Page 4 of 4

- 12. **TITLE & LIEN RIGHTS.** After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.
- 13. **MISCELLANEOUS.** Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLER'S prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of law's provisions.

Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYERS purchase order/contract.


Accepted: SELLER  
FLOW N CONTROL, INC.,  
By: \_\_\_\_\_

Accepted: BUYER                      Submitted: FLOW N CONTROL, INC  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Jeff Cain

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


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

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



**WARRANTY**

818-330-7425  
Sales@FlowNControl.com



---

Limited Product Warranty

Standard | 5 Year Pro-Rated | Municipal

**XFP, AFP, AFL(X), VUP(X)\* Permanent Type Installation**

Manufacturer warrants the above referenced ABS brand equipment ("Products") to be free from defects in workmanship and materials as follows:

The warranty period shall be five (5) years from date of manufacturer provided startup, not to exceed 5 years 6 months from date of shipment. If authorized startup is not performed, the warranty shall be five (5) years from date of shipment. This warranty is contingent upon purchaser's or end user's payment of the applicable percentage of the list price (list price minus covered %) of the following parts in effect at time of replacement.

Warranty Coverage			
Months	0 - 36	37 - 48	49 - 60
Percentage	100% Parts / 100% Labor	75% Parts / 75% Labor	50% Parts / 50% Labor

When used in temporary/portable applications, the warranty period shall expire on the earliest of the below dates:

- i) one (1) year from date of installation of the Products; or
- ii) eighteen (18) months from date of shipment of the Products from Manufacturer.

Products or parts thereof that are replaced or repaired under warranty during the original warranty period, shall be covered under this warranty until the expiration of the original warranty period or ninety (90) days from the date of such replacement or repair, whichever is later. In any event, such extended warranty period shall not exceed ninety (90) days after the expiration of the original warranty period.

The warranties stated above are contingent upon start-up of the equipment on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative.

If during the warranty period, any Products fail to meet the requirements set out in this warranty, the purchaser or end user shall give written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify or replace Products or parts thereof, at Manufacturer's sole option. Products repaired under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered.

All protection features (such as moisture sensors, bearing monitors, and thermal overloads) incorporated in the Products must be connected and operable for warranty coverage. This warranty is valid only if Manufacturer supplied or authorized alarm monitoring components, cables and control components/panels are used.

This warranty shall not apply to any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; or (vi) repaired or altered without Manufacturer's written consent.


This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts are defined as cutters, cutting plates, seals, bearings, impellers/propellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Manufacturer's equipment.

Manufacturer shall not be liable for any special, indirect, consequential, or punitive damages, or profit loss of any kind. Major components not manufactured by the Manufacturer are covered by the original manufacturer's warranty in lieu of this warranty. In addition to any other special, indirect or consequential damages referenced above, Manufacturer shall not be responsible for travel expenses, rented (replacement) equipment, pump removal fees, installation fees, outside contractors fees, or unauthorized repair shop expenses.

This warranty shall extend only to the initial end user.

**All other warranties, conditions and representation, expressed or implied by statute, common law or otherwise, in relation to the supply of the products including but not limited to the implied warranties or merchantability and fitness for a particular purpose are excluded to the extent permitted by law.**

\*This warranty is applicable to Products supplied by Sulzer Pumps Solutions Inc. or Sulzer Pumps (Canada) Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.



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Page | 1

DS-Z07-001 REV. 1 DATE: 06/16 Specifications Subject to Change Without Notice





4452 Ocean View Blvd.  
Suite 200  
Montrose, CA 91020

Phone # 8183307425  
E-mail Catherine@FlowNControl.com

## Estimate

Date	Estimate No.
8/30/2021	2504

<b>Name/Address</b> Yucaipa Water District PO Box 730 Yucaipa CA 92399		<b>Ship To</b> Yucaipa Water District 880 County Line Road Yucaipa, CA 92399		
---	--	---	--	--

Customer	Customer Phone	FOB	Rep	Terms
Tim Mackamul		Factory	X	Net 30

Qty	Part Number	Description	Unit Price	Total
1	Repair	Repair following pump Repair One (1) Sulzer/ABS model AFL 0701.472 Mm520/8 to include the following: Disconnect cables Dismantle pump & motor Clean, Test, Re-insulate, Dip & Bake Stator Clean, Test, Re-insulate & balance rotor Install new power & control cables Install new repair kit install new impeller Rewind stator w/thermistors Add oil Clean all parts, assemble and test Reconnect cables	11,155.00	11,155.00

<b>Subtotal</b>
<b>Sales Tax (7.75%)</b>
<b>Total</b>



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 Suite 200  
 Montrose, CA 91020

Phone # 8183307425  
 E-mail Catherine@FlowNControl.com

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Customer	Customer Phone	FOB	Rep	Terms
Tim Mackamul		Factory	X	Net 30

Qty	Part Number	Description	Unit Price	Total
1	Lot of Parts	Parts to complete repair Repair kit includes seals, orings, bearings & gaskets Cable seals Control cables Electrical cable Cable socket Temp control Terminal board Washer Hexagon nut cylinder screws clamping block series terminal screwed connection lockwasher - impeller Impeller Seals	13,945.00	13,945.00T

<b>Subtotal</b>
<b>Sales Tax (7.75%)</b>
<b>Total</b>



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Montrose, CA 91020

Phone # 8183307425  
E-mail Catherine@FlowNControl.com

### Estimate

Date	Estimate No.
8/30/2021	2504

<b>Name/Address</b> Yucaipa Water District PO Box 730 Yucaipa CA 92399		<b>Ship To</b> Yucaipa Water District 880 County Line Road Yucaipa, CA 92399		
---	--	---	--	--

<b>Customer</b>	<b>Customer Phone</b>	<b>FOB</b>	<b>Rep</b>	<b>Terms</b>
Tim Mackamul		Factory	X	Net 30

Qty	Part Number	Description	Unit Price	Total
		Estimated lead time 16-18 weeks as some parts are not available Above estimate is based on a complete repair less the shaft assembly - (this item is obsolete and can no longer be purchased) In time most parts will become obsolete. Factory advises a new pump. Shipping is not included in the price quoted. FNC will assist with making arrangements for pick up and delivery. It is the responsibility of the District to prepare pump for shipment. Estimates: Shipping: \$2000 - \$3000 Shaft Assembly: up to \$20,000 Notes: - No warranty - Pump is obsolete		

Thank you for allowing us to quote.  
 Quote is valid for 30 days from date of quote.  
 Quote is based on cash basis, all Visa & Mastercard transaction will incur a 4% pass through service charge  
 We look forward to working with you

<b>Subtotal</b>	\$25,100.00
<b>Sales Tax (7.75%)</b>	\$1,080.74
<b>Total</b>	<b>\$26,180.74</b>

Minimum / No Guarantee  
 Could be up to ~ \$50,000



**Date:** December 21, 2021

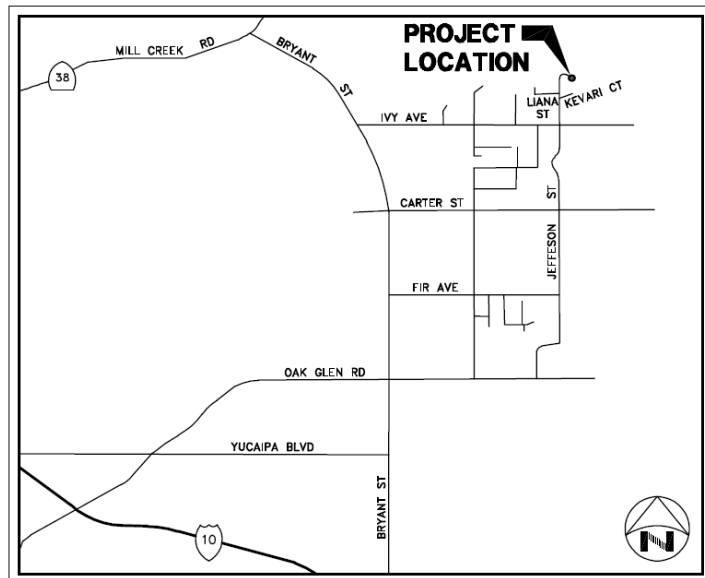
**Task:** 90857

**Prepared By:** Matthew Porras, Implementation Manager

**Subject:** Consideration of Change Order No. 1 to the Contract Associated with the Replacement of Drinking Water Reservoirs R-17.1.1 and R-17.1.2 - Yucaipa

**Recommendation:** That the Board authorize the General Manager to execute Change Order No. 1 as presented.

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



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

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

**Status Update:** The contractor mobilized the second week of July to the project site and prepared the site for the upcoming work. In the week of July 19, 2021, the contractor carefully dismantled the R-17.1.2 drinking water tank while the R-17.1.1 drinking water tank continues to provide

service. Once the dismantled tank was hauled away, the foundation was prepared for the future tank. The over-excavation requirement was established by the geotechnical survey previously performed and is specific to the soil composition and proposed tank construction methods. The over-excavation was completed in the week of July 26, 2021. The contractor has been working to secure the required materials for the job, which has taken a considerable amount of time. The next items of work include the installation of the ring-wall foundation for the R-17.1.2 tank and the 12-inch ductile iron pipeline that will supply the entire site. The pipeline in the access road is now complete and ready for the connection to the future tanks once they are delivered. The contractor has decided to change the tank manufacture subcontractor based on the original subcontractor being non-responsive. This delay will affect the overall project schedule, adding 6 months to the timeline (schedule attached). The adjusted completion date will be September 7, 2022.

Change Order No. 1 reflects the subcontractor substitution that Spiess Construction Co. has decided to pursue. This is a no-cost change order as shown in the table below. Krieger & Stewart Engineering Consultants (K&S) prepared the change order summary which is attached for review and consideration.

	Contract Changes	Contract Amount	Percentage Change from Original Bid Amount	Reference
Original Bid Amount		\$1,701,725	--	DM 21-090
Change Order No. 1	(\$0)	\$1,701,725	(0%)	DM 21-999

District staff has been working with the contractor (SCCI) and design engineer (K&S) to mitigate the impacts of this substitution and yield a properly constructed facility.

C.O. NO.  1

PAGE  1  OF  2

CONTRACT CHANGE ORDER NO. 1

CONTRACT  Reservoir R-17.1.1 and R-17.1.2 Replacement  DATED  May 25, 2021   
 BY AND BETWEEN  Yucaipa Valley Water District  (OWNER), AND  Spiess Construction Co., Inc.   
 (CONTRACTOR), is hereby directed to make the following change(s) in Contract Work:

ITEM NO.	DESCRIPTION OF CHANGE	DECREASE \$	INCREASE \$
1.	Substitute Sub-Contractor as follows: Superior Tank will be replacing CST Industries, Inc. as the provider of the bolted steel tanks.	0.00	0.00

Total DECREASE in Contract Amount	<u> \$0.00 </u>
Total INCREASE in Contract Amount	<u> \$0.00 </u>
Net change in Contract Amount	<u> \$0.00 </u>
Contract Amount Prior to Change	<u> \$1,701,725.00 </u>
Contract Amount Adjusted for Change	<u> \$1,701,725.00 </u>

CONTRACT CHANGE ORDER NO.   1  

PAGE   2   OF   2  

By reason of Change Order No.   1  , time of completion shall be adjusted as follows:

179 Calendar Days. Adjusted Contract Completion Date shall be September 7, 2022

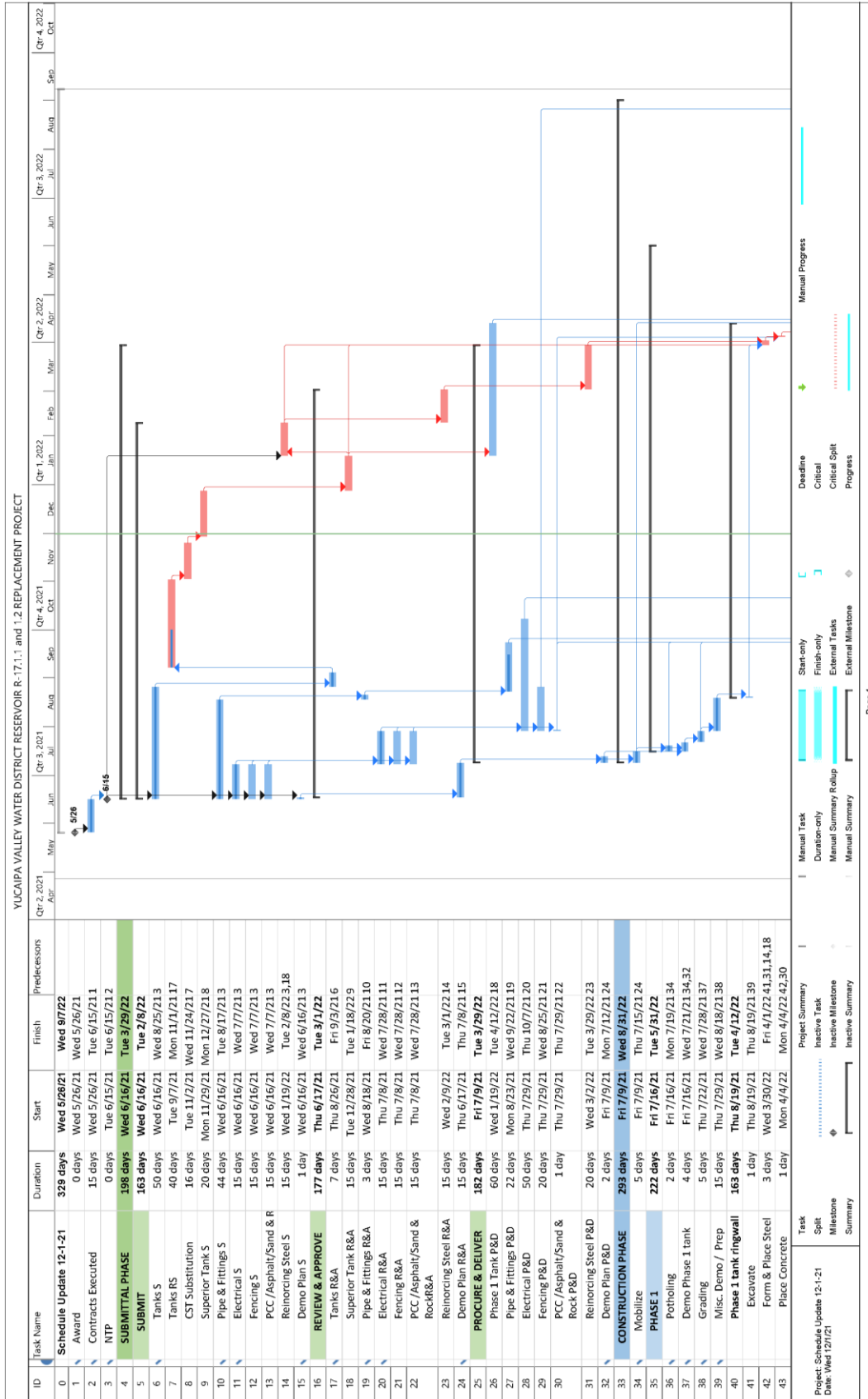
All provisions of the Contract shall apply hereto, and shall become effective when fully executed (signed and dated) by both parties.

Recommended by (Engineer) Patrick M. Watson Date: December 9, 2021

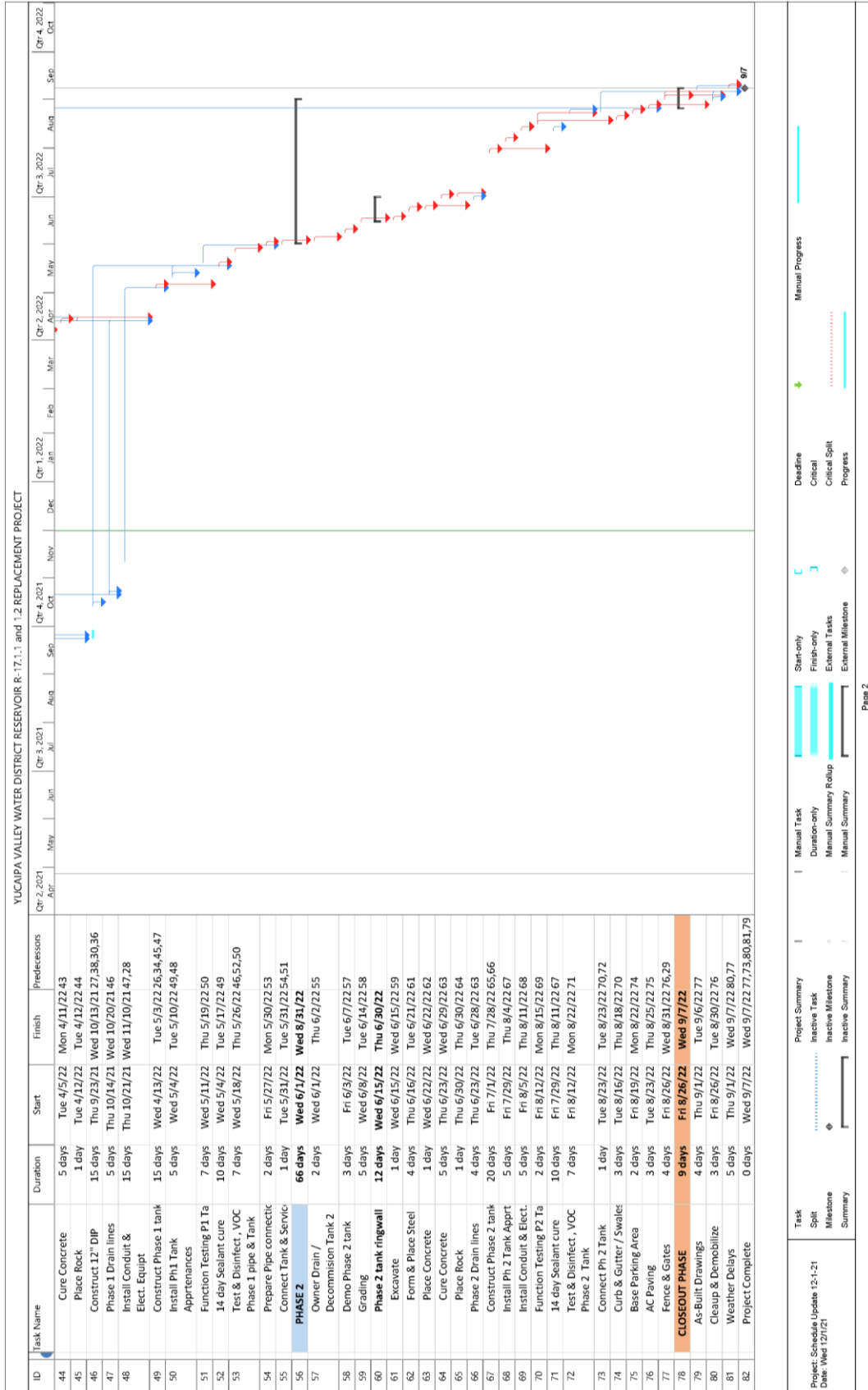
Accepted by (Contractor) Scott A. Colan Date: Dec 13, 2021

Approved by (Owner) \_\_\_\_\_ Date: \_\_\_\_\_

Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_









**Date:** December 21, 2021

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

**Subject:** Consideration of Resolution No. 2021-70 Adopting the Groundwater Sustainability Plan for the Yucaipa Subbasin (Basin No. 8-002.07) as a Member of the Yucaipa Sustainable Groundwater Management Agency

**Recommendation:** That the Board adopt Resolution No. 2021-70.

---

On Sept. 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, known as the Sustainable Groundwater Management Act of 2014 (the "Act"). The Act provides a framework for sustainable management of groundwater supplies by local authorities, with a limited role for state intervention only if necessary to protect the resource. The Act protects existing surface water and groundwater rights and requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally-based management plans.

The District has been actively involved in the development of the Groundwater Sustainability Agency for the Yucaipa Sub-basin. Additional agencies involved within the basin are South Mountain Water Company, Western Heights Water Company, City of Calimesa, City of Redlands, City of Yucaipa, San Bernardino Valley Municipal Water District, and San Geronio Pass Water Agency.

On June 6, 2017, the Board of Directors approved a Memorandum of Agreement to Form a Groundwater Sustainability Agency (GSA) for the Yucaipa Subbasin as Director Memorandum No. 17-044. The approved documents were submitted timely to the Department of Water Resources and started the process of creating a Groundwater Sustainability Plan for the Yucaipa Basin.

After approximately four years of work, the Yucaipa Sustainable Groundwater Management Agency has prepared the Groundwater Sustainability Plan for the Yucaipa Basin. This regional accomplishment would not have been possible without the active participation and involvement of the Yucaipa Sustainable Groundwater Management Agency members and the coordination and administrative support from Steve Stuart from Dudek. Prior to submitting the final documentation to the Department of Water Resources, each member agency of the Yucaipa Sustainable Groundwater Management Agency will be required to process a resolution adopting the Groundwater Sustainability Plan.

The Groundwater Sustainability Plan are available for review and are available on the Yucaipa SGMA website at <https://yucaipasgma.org/>.

## **RESOLUTION NO. 2021-70**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE YUCAIPA VALLEY WATER DISTRICT AS A MEMBER OF THE YUCAIPA GROUNDWATER SUSTAINABILITY AGENCY TO ADOPT THE GROUNDWATER SUSTAINABILITY PLAN FOR THE YUCAIPA SUBBASIN (BASIN NO. 8-002.07)**

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739, collectively known as the Sustainable Groundwater Management Act ("SGMA"), codified in certain provisions of the California Government Code, including commencing with Section 65350.5, and codified in Part 2.74 of Division 6 of the California Water Code, commencing with Section 10720, and amending other provisions of the California Government Code and California Water Code; and,

WHEREAS, SGMA went into effect on January 1, 2015; and,

WHEREAS, various clarifying amendments to SGMA were signed into law in 2015, including Senate Bills 13 and 226, and Assembly Bills 617 and 939, which were codified in part in California Water Code Section 10723.6(a), authorizing a combination of local agencies to form a Groundwater Sustainability Agency ("GSA") pursuant to a joint powers agreement, a memorandum of agreement, or other legal agreement; and, California Water Code Section 10723.6(b), authorizing water corporations regulated by the California Public Utilities Commission and mutual water companies to participate in a GSA through a memorandum of agreement or other legal agreement; and,

WHEREAS, the legislative intent and effect of SGMA, as set forth in California Water Code Section 10720.1, includes the following: (1) to provide for the sustainable management of groundwater basins; (2) to enhance local management of groundwater consistent with rights to use or store groundwater and Section 2 of Article X Water of the California Constitution, and to preserve the security of water rights in the state to the greatest extent possible consistent with the sustainable management of groundwater; (3) to establish minimum standards for sustainable groundwater management; (4) to provide local groundwater agencies with the authority and the technical and financial assistance necessary to sustainably manage groundwater; (5) to avoid or minimize subsidence; (6) to improve data collection and understanding about groundwater; (7) to increase groundwater storage and remove impediments to recharge; (8) to manage groundwater basins through the actions of local governmental agencies to the greatest extent feasible, while minimizing state intervention to only when necessary to ensure that local agencies manage groundwater in a sustainable manner; and (9) to provide a more efficient and cost-effective groundwater adjudication process that protects water rights, ensures due process, prevents unnecessary delay, and furthers the objectives of SGMA; and,

WHEREAS, SGMA affords GSAs specific powers to manage groundwater in addition to existing legal authorities, which powers may be used to provide the maximum degree of local control and flexibility consistent with the sustainability goals of SGMA; and,

WHEREAS, SGMA includes several un-codified findings by the California Legislature, including the determination that the people of the state have a primary interest in the protection, management, and reasonable beneficial use of the water resources of the state, both surface and underground, and that the integrated management of the state's water resources is essential to meeting its water management goals; and,

WHEREAS, the Yucaipa Subbasin ("SUBBASIN") is identified by the California Department of Water Resources Bulletin 118 as Sub-basin No. 8-002.07 of the Upper Santa Ana Valley Groundwater Basin, and is designated by the California Department of Water Resources ("DWR") as a high-priority basin; and,

WHEREAS, California Water Code Section 10720.7 requires the SUBBASIN, as a high-priority basin that is not designated by DWR as being subject to critical conditions of overdraft, to be managed by a Groundwater Sustainability Plan ("GSP") by January 31, 2022; and,

WHEREAS, South Mesa Water Company ("SOUTH MESA"), South Mountain Water Company ("SOUTH MOUNTAIN"), Western Heights Water Company ("WHWC") and Yucaipa Valley Water District ("YVWD"), herein collectively referred to as the "WATER PURVEYORS"; and the City of Calimesa ("CALIMESA"), the City of Redlands ("REDLANDS") and the City of Yucaipa ("YUCAIPA"), herein collectively referred to as the "MUNICIPALITIES"; and the San Bernardino Valley Municipal Water District ("SBVMWD") and the San Gorgonio Pass Water Agency ("SGPWA"), herein collectively referred to as the "REGIONALS", entered into a Memorandum of Agreement ("MOA") in June 2017 to form a GSA called the Yucaipa Groundwater Sustainability Agency ("YUCAIPA GSA"), and,

WHEREAS, each of the above-described entities is individually referred to as a "PARTY" and are collectively referred to as the "PARTIES". SOUTH MESA, SOUTH MOUNTAIN and WHWC are collectively referred to as the "MUTUALS"; and, the PARTIES other than the MUTUALS are collectively referred to as the "LOCAL AGENCIES," and,

WHEREAS, The County of Riverside ("RIVERSIDE") and the County of San Bernardino ("SAN BERNARDINO"), collectively referred to as the "COUNTIES," are stakeholders but not PARTIES in the YUCAIPA GSA, and,

WHEREAS, CALIMESA submitted a written Notice of Withdrawal dated November 19, 2018 and the Yucaipa GSA subsequently acknowledged the withdrawal of CALIMESA from the Yucaipa GSA at the January 23, 2019 YUCAIPA GSA Board meeting, and,

WHEREAS, the LOCAL AGENCIES have water supply, water management, and/or land use responsibilities for their respective jurisdictional areas overlying the SUBBASIN and are local agencies as defined by SGMA in California Water Code Section 10721(n), and thus each is authorized by SGMA to form a GSA; and,

WHEREAS, the LOCAL AGENCIES' individually have jurisdictional and/or service areas within and their collective jurisdictional areas and/or service areas that cover the entirety of the SUBBASIN, with no gaps in coverage; and,

WHEREAS, the WATER PURVEYORS, including the MUTUALS, produce groundwater and provide water service within the SUBBASIN; and,

WHEREAS, the REGIONALS are State Water Contractors, and have the rights and duties of such, including for the delivery of State Water Project Water within the SUBBASIN; and,

WHEREAS, the PARTIES have worked with local stakeholders and interested parties in the SUBBASIN that are not PARTIES in YUCAIPA GSA to carry out the policy, purposes, and requirements of SGMA in the SUBBASIN; and,

WHEREAS, the YUCAIPA GSA has developed a GSP for the SUBBASIN as required by SGMA; and,

WHEREAS, the YUCAIPA GSA has provided the public notices required by Water Code section 10727.8, including a Public Outreach and Engagement Plan, informing the public on how to participate in the development of the GSP; and,

WHEREAS, the YUCAIPA GSA has held numerous public meetings where elements of the GSP for the SUBBASIN have been presented and discussed, and where the general public has been provided the opportunity to comment on the various elements of the GSP; and,

WHEREAS, due to the COVID-19 pandemic and Executive Order N-29-20 that suspended the requirement to hold public meetings at physical locations, the YUCAIPA GSA held online public meetings and provided details in the public notices informing the public how to participate in the online meetings; and,

WHEREAS, the YUCAIPA GSA has received written public comments on the various elements of the GSP, which have been reviewed and commented on, where and as appropriate, as part of the GSP; and,

WHEREAS, the YUCAIPA GSA conducted a community engagement meeting (i.e., public hearing) for November 16, 2021, as required by Water Code section 10728.4 for the purposes of considering public comments before adopting a GSP for the SUBBASIN; and,

WHEREAS, the GSP for the Subbasin contains all the elements required by Water Code sections 10727.2 and 10727.4; and,

WHEREAS, after its filing with DWR, the GSP for the Subbasin will be subject to a further public review period, and will undergo review by DWR for a period not exceeding two years; and,

WHEREAS, the GSP for the SUBBASIN will be subject to further updating during the DWR review period, and periodically thereafter via annual reports due every April 1 and evaluation reports at least every 5 years or when the GSP is amended; and,

WHEREAS, it is now necessary and appropriate for the Board of Directors to consider the adoption of the GSP for the sustainable management of the SUBBASIN, and authorizes the adoption of the GSP for the sustainable management of the SUBBASIN and directs the YUCAIPA GSA to file the GSP with DWR no later than the date required by SGMA; NOW, THEREFORE,

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

Section 1      The above Recitals are true and correct.

Section 2      The GSP for the SUBBASIN is approved.

Section 3      The Yucaipa Valley Water District hereby authorizes the adoption of the GSP for the SUBBASIN and directs the YUCAIPA GSA to file the GSP with DWR no later than January 31, 2022, as required by SGMA.

Section 4      The General Manager and Legal Counsel are hereby authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of December 2021.

YUCAIPA VALLEY WATER DISTRICT

---

Chris Mann, President Board of Directors

ATTEST:

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Joseph B. Zoba, General Manager

# 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

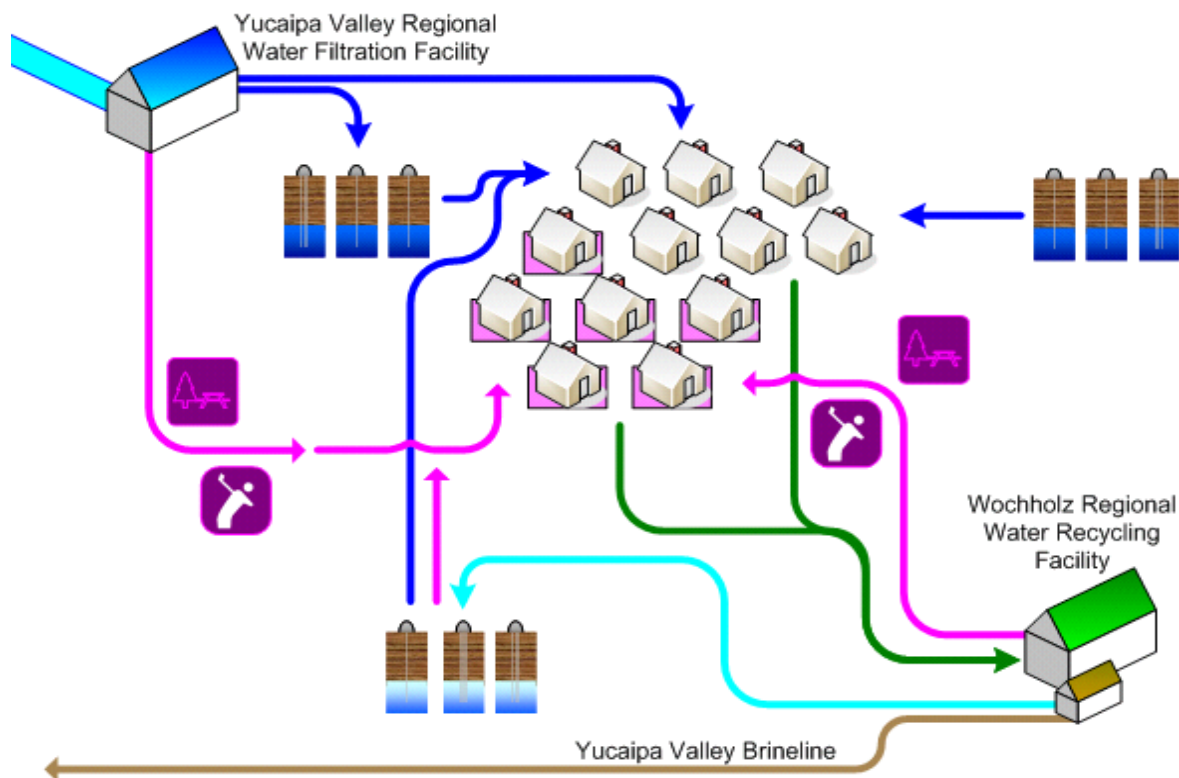
**Sewer System:** 8.0 million gallon treatment capacity - current flow at 4.0 mgd  
223 miles of sewer mainlines  
4,643 sewer manholes  
7 sewer lift stations  
1.46 billion gallons of recycled water produced per year

**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:
 

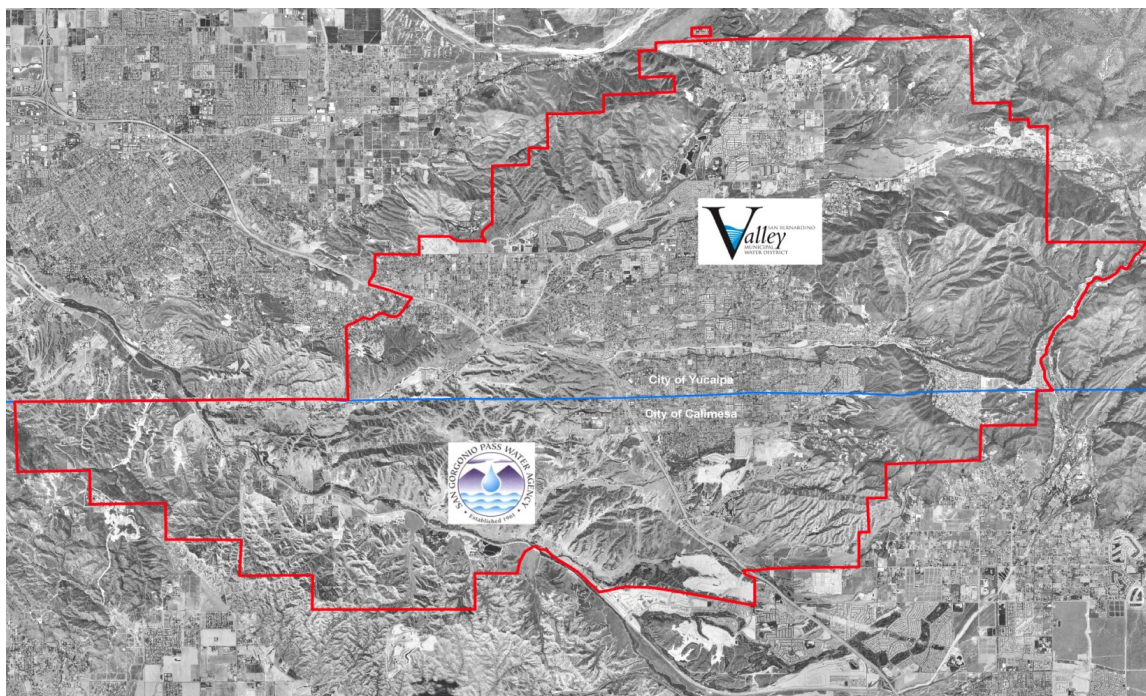
1,000 gallons to 15,000 gallons	\$1.626 per each 1,000 gallons
16,000 gallons to 60,000 gallons	\$2.419 per each 1,000 gallons
61,000 gallons to 100,000 gallons	\$2.508 per each 1,000 gallons
101,000 gallons or more	\$2.708 per each 1,000 gallons
  
- Recycled Water Commodity Charge:
 

1,000 gallons or more	\$1.795 per each 1,000 gallons
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- 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
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**State Water Contractors:** San Bernardino Valley Municipal Water District  
San Gorgonio Pass Water Agency



	San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency
Service Area Size	353 square miles	222 square miles
Table "A" Water Entitlement	102,600 acre feet	17,300 acre feet
Imported Water Rate	\$125.80 / acre foot	\$399 / acre foot
Tax Rates for FY 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