



## Regional Sewerage Program Technical Committee Meeting

### AGENDA

Thursday, July 27, 2023

2:00 p.m.

Teams Conference Link: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_ODQ1MWU5ODUtOGI3ZC00NWViLWI0YmItOTI1NmYzYzYzYzYy%40thread.v2/0?context=%7b%22Tid%22%3a%224c0c1e57-30f3-4048-9bd2-cd58917dcf07%22%2c%22Oid%22%3a%22e1bc1283-cd05-48d8-a67b-d2365bb08cc2%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODQ1MWU5ODUtOGI3ZC00NWViLWI0YmItOTI1NmYzYzYzYzYy%40thread.v2/0?context=%7b%22Tid%22%3a%224c0c1e57-30f3-4048-9bd2-cd58917dcf07%22%2c%22Oid%22%3a%22e1bc1283-cd05-48d8-a67b-d2365bb08cc2%22%7d)

**Teleconference: (415) 856-9169/Conference ID: 269 959 360#**

This meeting will be held remotely via Teams. The public may participate and provide public comment during the meeting by calling the number provided above. Comments may also be submitted by email to the Recording Secretary Jennifer Hy-Luk at [jhyluk@ieua.org](mailto:jhyluk@ieua.org) prior to the completion of the Public Comment section of the meeting. Comments will be distributed to the Committee Members.

---

#### Call to Order

#### Roll Call

#### Public Comment

Members of the public may address the Committee on any item that is within the jurisdiction of the Committee; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Comments will be limited to three minutes per speaker.

#### Additions to the Agenda

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

(Continued)

# Regional Sewerage Program Technical Committee Meeting Agenda

July 27, 2023

Page 2 of 2

## 1. Action Items

- A. Approval of June 29, 2023 Technical Committee Meeting Minutes
- B. Request by the City of Fontana for a Regional Connection Point to the San Bernardino Interceptor (Fontana Regional Sewer Connection #F-38)
- C. Revised Request by Cucamonga Valley Water District for a Regional Connection Point to the Etiwanda Trunk Sewer Connection #CW-22

## 2. Information Items

- A. Operations & Maintenance Department Quarterly Update
- B. Pretreatment & Compliance Updates (*Oral*)

## 3. Receive and File Items

- A. Building Activity Report

## 4. Other Business

- A. Committee Member Requested Agenda Items for Next Meeting
- B. Committee Member Comments
- C. Next Regular Meeting – August 31, 2023

**Adjourn**

## DECLARATION OF POSTING

I, Jennifer Hy-Luk, Executive Assistant of the Inland Empire Utilities Agency\*, a Municipal Water District, hereby certify that, per Government Code Section 54954.2, a copy of this agenda has been posted at the Agency's main office, 6075 Kimball Avenue, Building A, Chino, CA and on the Agency's website at [www.ieua.org](http://www.ieua.org) at least seventy-two (72) hours prior to the meeting date and time above.

**In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Jennifer Hy-Luk at (909) 993-1727 or [jhyluk@ieua.org](mailto:jhyluk@ieua.org) 48 hours prior to the scheduled meeting so that IEUA can make reasonable arrangements to ensure accessibility.**



**ACTION  
ITEM**

**1A**



## **Regional Sewerage Program Technical Committee Meeting MINUTES OF JUNE 29, 2023**

### **CALL TO ORDER**

A regular meeting of the IEUA/Regional Sewerage Program – Technical Committee was held via teleconference on Thursday, June 29, 2023. Committee Chair Amanda Coker/City of Chino Hills called the meeting to order at 2:00 p.m. Recording Secretary Laura Mantilla took roll call and established a quorum was present.

### **COMMITTEE MEMBERS PRESENT VIRTUALLY:**

Dave Crosley	City of Chino
Amanda Coker	Cucamonga Valley Water District (CVWD)
Brian Wolfe	City of Fontana
Chris Quach	City of Ontario
Monica Heredia	City of Montclair
Nicole deMoet	City of Upland
Christiana Daisy	Inland Empire Utilities Agency (IEUA)

### **OTHERS PRESENT VIRTUALLY:**

Courtney Jones	City of Ontario
Alexis Mascarinas	City of Ontario
Adham Almasri	IEUA
Jerry Burke	IEUA
Kristine Day	IEUA
Lucia Diaz	IEUA
Denise Garzaro	IEUA
Don Hamlett	IEUA
Michael Hurley	IEUA
Elizabeth Hurst	IEUA
Eddie Lin	IEUA
Alex Lopez	IEUA
Laura Mantilla	IEUA
Bonnie Marseilles	IEUA
Jason Marseilles	IEUA

**OTHERS PRESENT VIRTUALLY (continued):**

Liza Muñoz	IEUA
Cathleen Pieroni	IEUA
Alyson Piguee	IEUA
Matt Poeske	IEUA
Jeanina Romero	IEUA
Travis Sprague	IEUA
Ken Tam	IEUA
Mark Wiley	IEUA
Ashley Womack	IEUA
Jeff Ziegenbein	IEUA

**PUBLIC COMMENTS**

There were no public comments.

**ADDITIONS/CHANGES TO THE AGENDA**

There were no additions to the agenda.

**1. ACTION ITEMS****A. APPROVAL OF MAY 25, 2023 TECHNICAL COMMITTEE MEETING MINUTES**

**Motion:** By Committee member Quach/City of Ontario and seconded by Committee member deMoet/City of Upland to approve the minutes of May 25, 2023 Regional Technical Committee meeting by the following vote:

Ayes: Daisy, deMoet, Quach, Wolfe, Coker

Noes: None

Absent: Craig

Abstain: Crosley, Heredia

The motion passed by a vote of 5 ayes, 0 noes, 1 absent, 2 abstain.

**B. REQUEST BY THE CITY OF FONTANA FOR A REGIONAL CONNECTION POINT TO THE FONTANA INTERCEPTOR #F-37**

Jason Marseilles/IEUA stated that IEUA received a request for the connection point from the City of Fontana which will serve a single-family and additional dwelling residential property located at Overland Drive and Marlay Avenue in the city of Fontana. The Regional Quality Control Board required the connection to a sewer versus the use of the existing septic system. IEUA staff evaluated the capacities and determined there is sufficient capacity for this new connection point (F-37).

**Motion:** By Committee member Quach/City of Ontario and seconded by Committee member deMoet/City of Upland to approve the request by the City of Fontana for one new connection point to the Fontana Interceptor Sewer (Regional Sewer Connection F-37) by the following vote:

Ayes: Crosley, Daisy, deMoet, Heredia, Quach, Wolfe, Coker  
Noes: None  
Absent: Craig  
Abstain: None

The motion passed by a vote of 7 ayes, 0 noes, 1 absent, 0 abstain.

## **2. INFORMATION ITEM**

### **A. PRETREATMENT & COMPLIANCE UPDATES**

Ken Tam/IEUA stated that there were no compliance issues. He reported that on June 8, 2023, CVWD contacted IEUA's Collections staff to assist with a sewer line break. The Collections team and CVWD determined the location of the incident and completed the emergency repairs.

## **3. RECEIVE AND FILE**

*Item 3A was received and filed by the Committee.*

### **A. BUILDING ACTIVITY REPORT**

## **4. OTHER BUSINESS**

### **A. COMMITTEE MEMBER REQUESTED AGENDA ITEMS**

There were no committee member comments.

### **B. COMMITTEE MEMBER COMMENTS**

Committee member Quach informed the Committee that this meeting would be his last meeting as he was leaving the City of Ontario. He stated that Courtney Jones and Alexis Mascarinas would be attending the Technical Committee meetings going forward. The Committee congratulated Committee member Quach on his new endeavor.

Committee member Daisy stated that this would be Laura Mantilla's last meeting as Recording Secretary as she will be taking on a new role in the Agency and added that going forward Jennifer Hy-Luk will serve as Recording Secretary.

### **C. NEXT MEETING – JULY 27, 2023**

**ADJOURNMENT** – Chair Coker adjourned the meeting at 2:11 p.m.

Prepared by:

\_\_\_\_\_  
Laura Mantilla

**ACTION  
ITEM**

**1B**

Date: July 27, 2023

To: Regional Technical Committee

From: Inland Empire Utilities Agency

Subject: Request by the City of Fontana for a Regional Connection Point to the San Bernardino Interceptor (Fontana Regional Sewer Connection # F-38) Project EN0000000140

---

### **RECOMMENDATION**

It is recommended that the Regional Technical Committee:

Consider and issue a recommendation to IEUA to approve the request by the City of Fontana for one new connection point to the San Bernardino Interceptor (Regional Sewer Connection # F-38) pending the City of Fontana, the County of San Bernardino, Hillwood Development (Speedway SBC Development LLC), and Inland Empire Utilities Agency approval of an Agreement for the Provision of Sewer Service (Attachment C).

### **BACKGROUND**

On April 14, 2022, the Inland Empire Utilities Agency (IEUA) received a request from the City of Fontana (Attachment A) for the approval of a new Regional Connection to the San Bernardino Interceptor at Station 10+00, which feeds to the San Bernardino Pump Station. This connection will be constructed utilizing the existing manhole No. 3 to the existing 18-inch V.C.P. sewer.

The connection point is required to serve the Speedway SBC Development LLC project site which consists of approximately 432 acres of land located north of San Bernardino Avenue, west of Cherry Avenue, south of Whittram Avenue and east of the San Sevaime channel in the unincorporated area of the County of San Bernardino, within the sphere of influence of the City of Fontana.

The County of San Bernardino Special District will own, operate, and maintain the sewer system that will be installed by the developer; therefore, the City of Fontana new connection point request is pending the formation of the County of San Bernardino Special District or similar entity, and the approval and execution of the Agreement for the Provision of Sewer Service (Attachment C). The Agreement for the Provision of Sewer Service defines roles, terms, and conditions of Speedway SBC Development LLC, City of Fontana, San Bernardino County, and Inland Empire Utilities Agency.

The development will sewerage 7,067,000 S.F. of new industrial buildings. It will also serve a modified Speedway that will be roughly half the size of the current Speedway.

The average dry weather flows were provided by the city while the peak dry and wet weather flow was estimated utilizing IEUA's standard peaking formulas for the Agency.

### **SUMMARY OF FLOW RATES UTILIZED**

Fontana Regional Connection F-38: Average Dry Weather Flow (ADWF) Rate = 0.331MGD  
Peak Dry Weather Flow (PDWF) Rate = 0.687MGD  
Peak Wet Weather Flow (PWWF) Rate = 0.914 MGD

A review of applicable planning reports, SCADA records, and records of existing discharger agreements, were utilized to evaluate the San Bernardino Interceptor and San Bernardino Pump Station, as shown in Attachment B. A hydraulic analysis confirmed that the connection will not create a capacity deficiency within the noted collection system at full buildout, under PWWF and will reduce peak flows by up to 0.68 MGD, due to a reduction in flows from a modified speedway. The San Bernardino Interceptor has a current PWWF use of 86% and flowrate of 3.16 MGD. The full capacity of this 18-inch line is 3.54 MGD. The proposed land use changes will result in a PWWF rate of 2.48 MGD and use of 73%. This leaves an available capacity of 1.06 MGD. The downstream San Bernardino Pump Station has a capacity of 16.49 MGD. Current peak flow is 13 MGD. With a reduction in flow, the pump Station will have a max pumping demand of 12.33 MGD. Treatment capacity at RP-4 is sufficient to accept the reduced sewer flows added by this development.

**ATTACHMENT A**

April 14, 2022, City of Fontana Regional Interceptor Request





## City Council

**Acquanetta Warren**  
Mayor

**Peter A. Garcia**  
Mayor Pro Tem

**John B. Roberts**  
Council Member

**Jesus "Jesse" Sandoval**  
Council Member

**Phillip W. Cothran**  
Council Member

April 14, 2022

### VIA E-EMAIL – SDESHMUKH@IEUA.ORG

Shivaji Deshmukh, P.E., General Manager  
Inland Empire Utilities Agency  
P.O. Box 9020  
Chino Hills, California 91709

Subject: Request for Sewer Connection to the existing 18-inch IEUA Gravity Sewer Located in San Bernardino at (Manhole #3, Station 10+00.00, IEUA Project No. EN1671.00)

Dear Shivaji:

This letter follows our January 6, 2022 letter, a copy of which is attached. As you know, the City of Fontana (City) is supporting the request being made by Speedway SBC Development, LLC (Speedway SBC) to Inland Empire Utilities Agency (IEUA) for a new sewer point of connection for Speedway SBC's proposed Speedway Commerce Center ACS project (currently in Entitlement with the County of San Bernardino). Speedway SBC is proposing to redevelop a portion of the existing Auto Club Speedway (NASCAR) property and will require sewer service to the Speedway Commerce Center ACS project that is separate from the existing Auto Club Speedway property.

The Speedway SBC project site consists of approximately 432 acres of land and is located north of San Bernardino Avenue, west of Cherry Avenue, south of Whittram Avenue and east of the San Sevaine channel. The entire Auto Club Speedway property is currently receiving sewer service from IEUA through an existing sewer that extends through the neighboring CSI property and connects to the IEUA gravity sewer located at Manhole #2, in San Bernardino Avenue. The City currently administers the sewage flows connecting to the IEUA Gravity Sewer.

Speedway SBC is proposing that the County of San Bernardino Special Districts own and maintain both the onsite and offsite sewer facilities that Speedway SBC will install. Speedway SBC has requested support from IEUA and the City to make the proposed sewer connection in San Bernardino Avenue.

Speedway SBC proposes to connect the proposed 15-inch onsite VCP sewer main to the existing manhole at Station 10+00.00 (Drawing D4720-001 Sheet C-1, 6 of 11) within San Bernardino Avenue. The attached summary estimates the proposed flows from the Speedway Commerce Center ACS project to be 51,118 gpd for high cube storage uses to 127,399 gpd based on the most conservative estimates for possible E-Commerce uses for a portion of the project. Please note that these are planning estimates and the estimates may change based on actual uses when the buildings are occupied.

The modified Auto Club Speedway will generate an estimated 200,000 gpd per event, less than half of the flows generated for the existing facility if attendance is at capacity. We have also attached a conceptual sewer connection plan and a figure showing the proposed sewer tributary area.

Please let us know if you require any additional information.

Thank you,



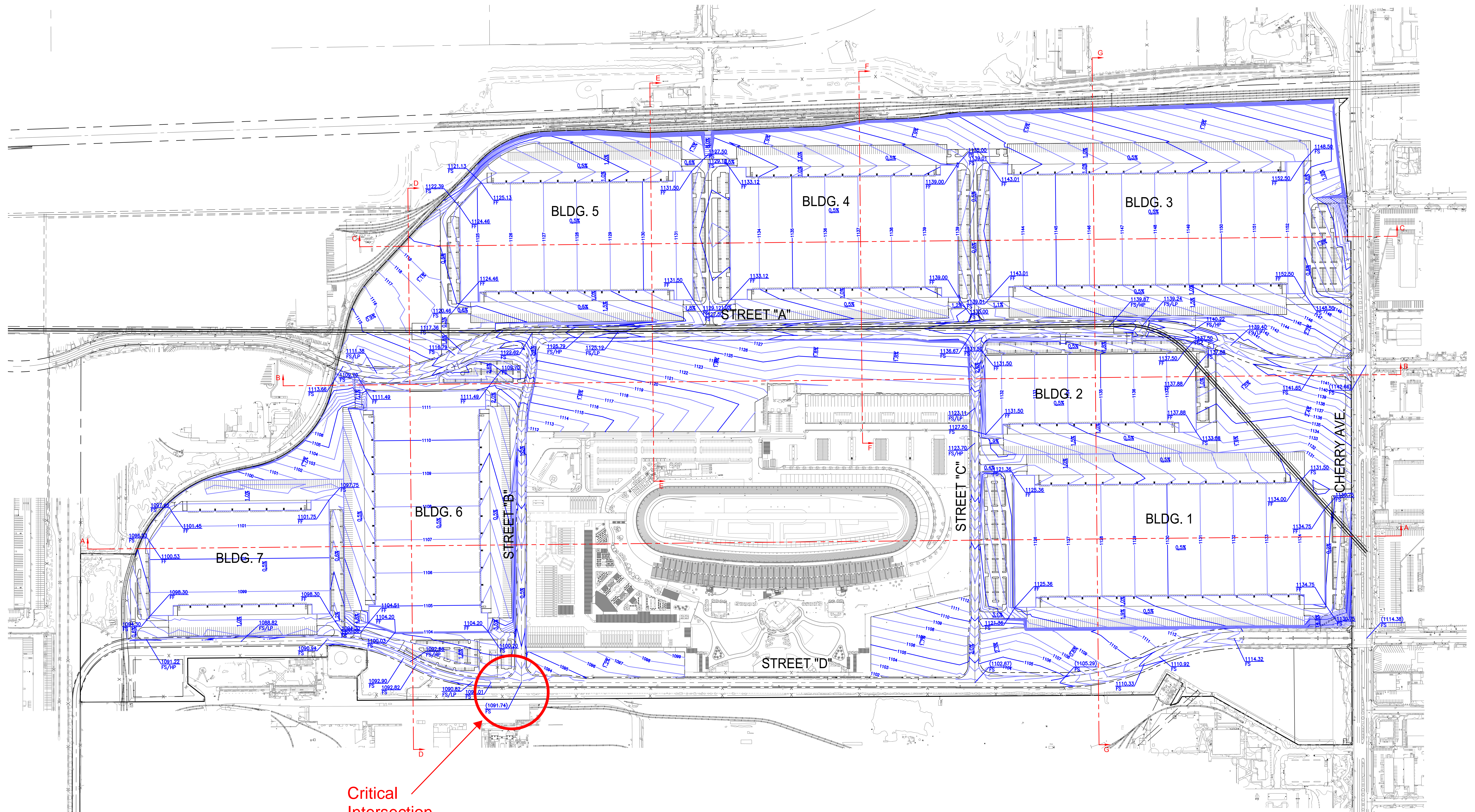
Phil Burum  
Deputy City Manager  
On behalf of  
Shannon Yauchzee  
City Manager  
City of Fontana

Attachments:

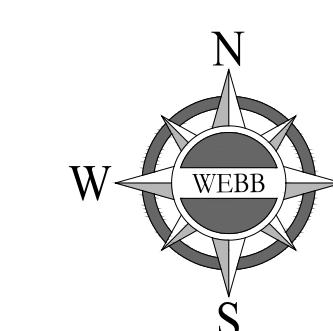
- 1 - IEUA D-4730-001 plan set
- 2 - Flow Estimate — Project Summary
- 3 - Sewer Connection Exhibit
- 4 - Sewer Tributary Area

Copy: Kathy Hoffer, Hillwood  
TBD





Critical  
Intersection



1" = 200'  
0 200 400

SCALE: 1" = 200'  
DATE: 10/22/2021  
DESIGNED:  
CHECKED:  
PLN. CK. REF:  
F.B.

ALBERT A. WEBB  
ENGINEERING CONSULTANTS  
3788 MCGRAY STREET  
RIVERSIDE, CA 92506  
PH: (951) 686-1070  
FAX: (951) 788-1258

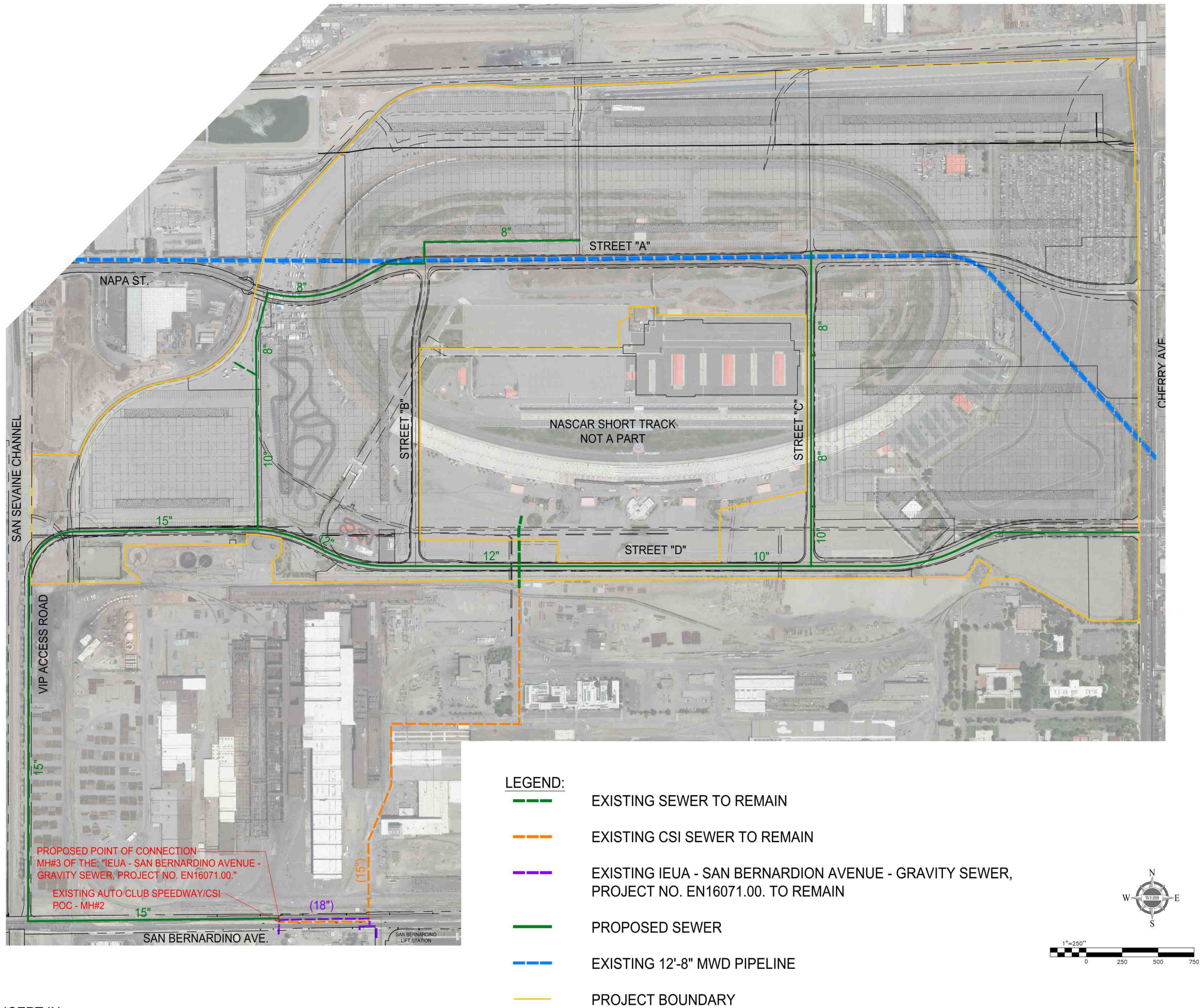
CONCEPTUAL GRADING  
SPEEDWAY COMMERCE CENTER II

PRELIMINARY  
W.D. 21-0180  
SHEET 1  
OF 4 SHEETS  
DWG. NO.



# SPEEDWAY COMMERCE CENTER II

## CONCEPTUAL SEWER PLAN





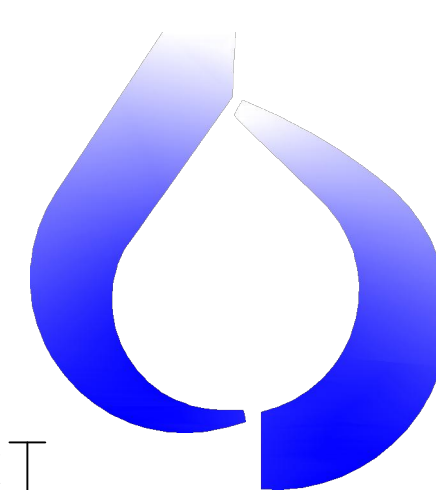
**Speedway Commerce Center II**  
Potable Water Demand and Sewer Generation Estimates

				Domestic Water Demand / Sewer Generation <sup>(1)</sup>			
				High Cube Storage		High Cube Storage and E-Commerce <sup>(3)</sup>	
	Building Area		Parcel Area	Average Day Demand / Generation <sup>(2)</sup>	Demand / Generation per Acre of Bldg	Average Day Demand / Generation <sup>(2)</sup>	Demand / Generation per Acre of Bldg
	SF	Acre	Acre	GPD	GPD/Acre	GPD	GPD/Acre
Building 1	1,286,600	29.54	54.00	9,968	337.5	66,667	2,257.1
Building 2	540,500	12.41	22.29	4,180	336.9	4,180	336.9
Building 3	1,316,800	30.23	53.61	10,200	337.4	18,610	615.6
Building 4	960,500	22.05	39.31	7,438	337.3	18,610	844.0
Building 5	939,800	21.57	40.17	7,278	337.3	7,278	337.3
Building 6	926,000	21.26	42.16	7,172	337.4	7,172	337.4
Building 7	629,800		26.92	4,882	337.7	4,882	337.7
Totals	6,600,000	151.52	278.46	51,118		127,399	
Peak Sewer Flow				113 gpm		255 gpm	
Average Sewage Generation				337.4 GPD/Acre of bldg		840.8 GPD/Acre of bldg	
Modified Race Track - ADF				200,000 GPD for an event		200,000 GPD for an event	
Modified Race Track - Peak Flow				381 gpm		381 gpm	
Maximum event capacity 50,000 persons 4 gallons per person for an event 6 hour event => peaking factor of 4							
Estimate of Existing Flows from Napa Street							
	Building Area <sup>(5)</sup>		Parcel Area	Average Day Demand / Generation <sup>(6)</sup>	Demand / Generation per Acre of Bldg	Average Day Demand / Generation <sup>(6)</sup>	Demand / Generation per Acre of Bldg
	SF	Acre	Acre	GPD	GPD/Acre	GPD	GPD/Acre
Ex Bldg 1	55,000	1.26	5.2	426	337.4	426	337.4
Ex Bldg 2	122,000	2.80	7.8	945	337.4	945	337.4
Ex Bldg 3	125,000	2.87	16.07	968	337.4	968	337.4
Ex Bldg 4	165,000	3.79	22.79	1,278	337.4	1,278	337.4
Totals	467,000			3,617		3,617	
Peak Sewer Flow				11 gpm		11 gpm	
Total Sewer Generation							
Proposed Development + Modified Race Track + Napa				254,735 GPD		327,399 GPD	
Total Peak Flow				505 gpm		647 gpm	

Note: existing track maximum capacity is 110,000 persons which generates  
4 gallons per person for an event x 110,000 persons = 440,000 GPD for an event  
and peak flow of 1222 gpm

- 1) Irrigation by Recycled Water, therefore domestic water demand and sewer generation are assumed to be equal.
- 2) Based on specific building design and fixture counts
- 3) Bldgs 1,3 and 4 assumes E-Commerce
- 4) Peak flow for proposed industrial development is  $2.3 \times \text{Qadf}^{0.89}$   
when Qadf is in MGD then converted to gpm
- 5) Napa St building size based on Google Earth estimate
- 6) Based on average sewer flow generation rates from planned bldgs

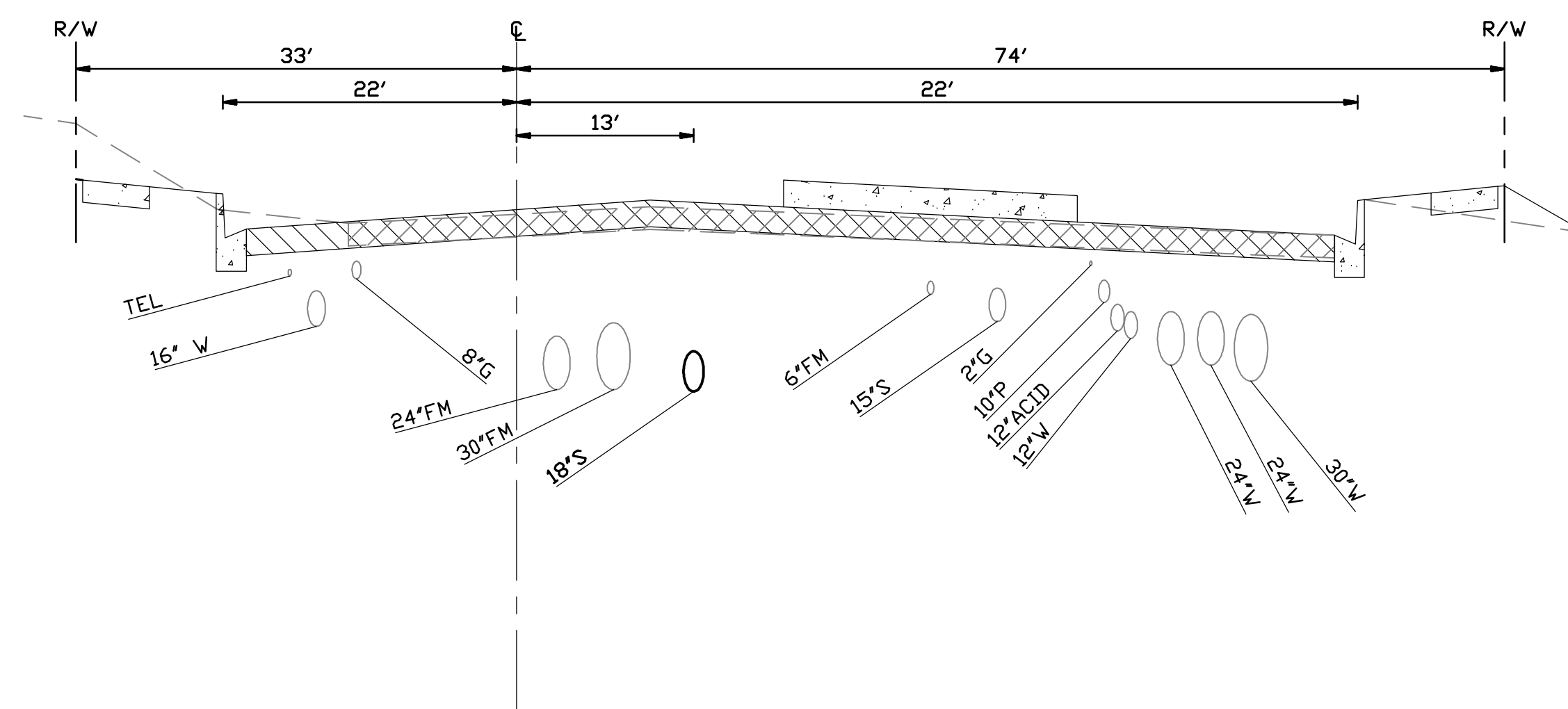




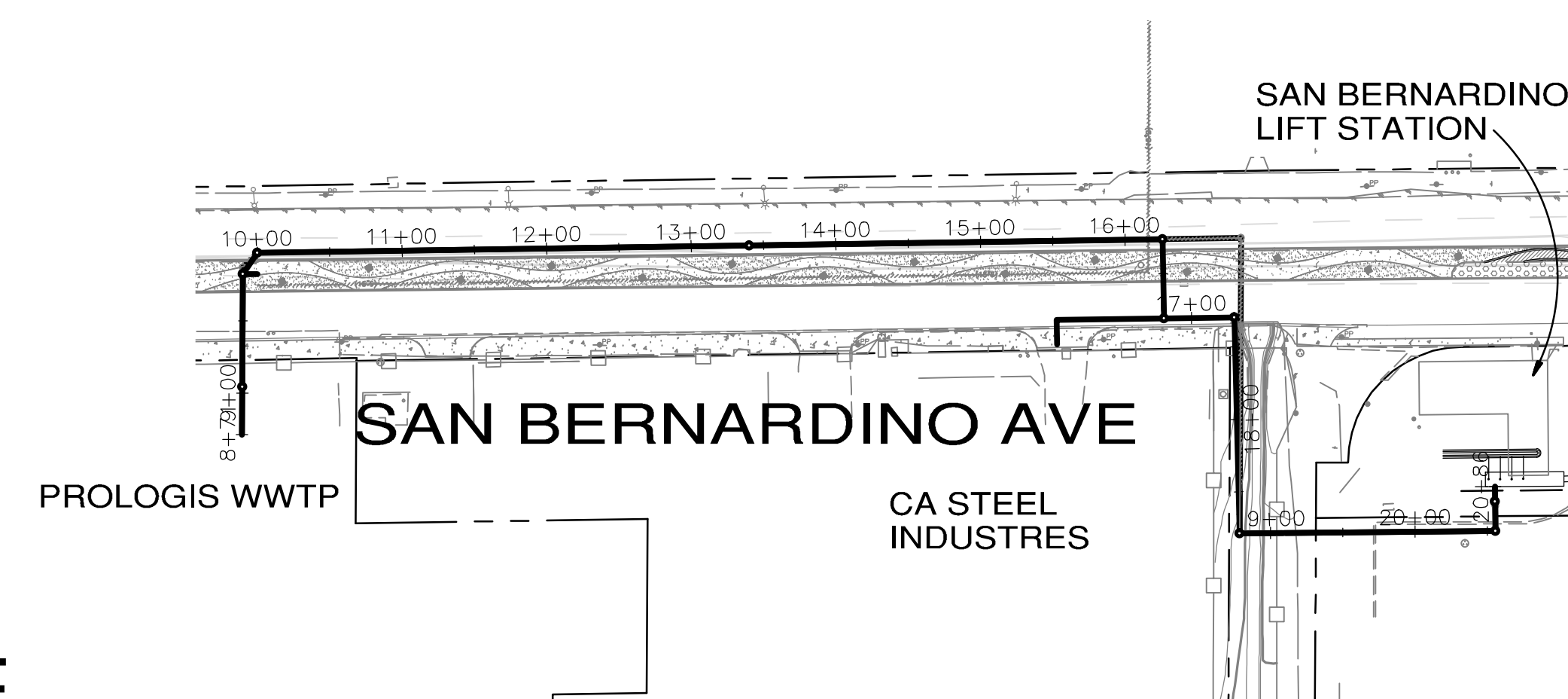
*Inland Empire Utilities Agency*  
A MUNICIPAL WATER DISTRICT

# SAN BERNARDINO AVENUE GRAVITY SEWER

PROJECT NO. EN16071.00  
APRIL 04, 2016  
100% SUBMITTAL



**SAN BERNARDINO AVENUE TYPICAL SECTION:**  
HORIZ. SCALE: 1"=10'  
VERT. SCALE: 1"=5'



## PROJECT LOCATION MAP

NOT TO SCALE

BENCHMARKS:

BM M-1 2" BRASS CAP ON CURB 338'  
EAST OF MULBERRY AVE. CENTERLINE  
AND 76' SOUTH OF SAN BERNARDINO  
AVENUE CENTERLINE.  
ELEV.: 1059.984

ON-SITE CONTROL:

- ④ TARGET NO. 11  
COPPERCLAD MONUMENT IN CONCRETE AT CENTERLINE  
INTERSECTION OF SAN BERNARDINO AVE. AND ETIWAANDA AVE.  
1' I.P., NO TAG  
ELEV.=1043.70'
- ④ TARGET NO. 32  
COPPERCLAD MONUMENT IN CONCRETE AT CENTERLINE  
INTERSECTION OF SAN BERNARDINO AVE. AND MULBERRY AVE.  
1' I.P., SBC SURVEY TAG  
ELEV.=1059.15'

## DRAWING INDEX

<u>SHEET</u>	<u>SHEET NO.</u>	<u>DRAWING TITLE</u>
G-1	1	TITLE SHEET WITH LOCATION MAP, VICINITY MAP, AND APPROVALS
G-2	2	GENERAL NOTES, LEGEND, AND DETAIL IDENTIFICATION
G-3	3	GENERAL PERMIT CONDITIONS AND TRENCH SPECIFICATIONS NOTES
G-4	4	GENERAL PERMIT CONDITIONS AND TRENCH REPAIR DETAIL
G-5	5	GENERAL AND PIPELINE ABBREVIATIONISM, AND PIPE AND FITTING SYMBOLS
C-1	6	CIVIL SHEETS – PLAN AND PROFILE
C-2	7	CIVIL SHEETS – PLAN AND PROFILE
D-1	8	DETAIL SHEET – STANDARD MANHOLE DETAILS
D-2	9	DETAIL SHEET – BEDDING AND PIPE SUPPORT DETAILS
D-3	10	DETAIL SHEET – PHASED MANHOLE CONSTRUCTION DETAILS I
D-4	11	DETAIL SHEET – SAN BERNARDINO STATION WETWELL CONNECTION DETAIL AND PHASED MANHOLE CONSTRUCTION DETAILS II

AS-BUILT

<p align="center"><b>INLAND EMPIRE UTILITIES AGENCY</b></p>	
<p><b>OFFICE ADDRESS</b>          6075 Kimball Avenue          Chino, California 91708          Telephone (909) 393-1600</p>	<p><b>MAILING ADDRESS</b>          Post Office Box 9020          Chino Hills, California 91709</p>
<p align="center"><b>AS-BUILT</b></p>	
<p align="center"><b>SAN BERNARDINO AVENUE          GRAVITY SEWER</b></p>	
<p align="center"><b>PROJECT NO. EN16071.00</b></p>	
<p align="center"><b>TITLE SHEET</b></p>	



PREPARED BY:



**TKE Engineering, Inc.**  
2305 Chicago Avenue  
Riverside, Ca. 92507  
(951) 680-0440

[illegible]

REVIEWED BY:

LIZA MUNOZ, P.E., QSD \_\_\_\_\_ DATE \_\_\_\_\_  
Name  
PROJECT MANAGER

APPROVED BY:

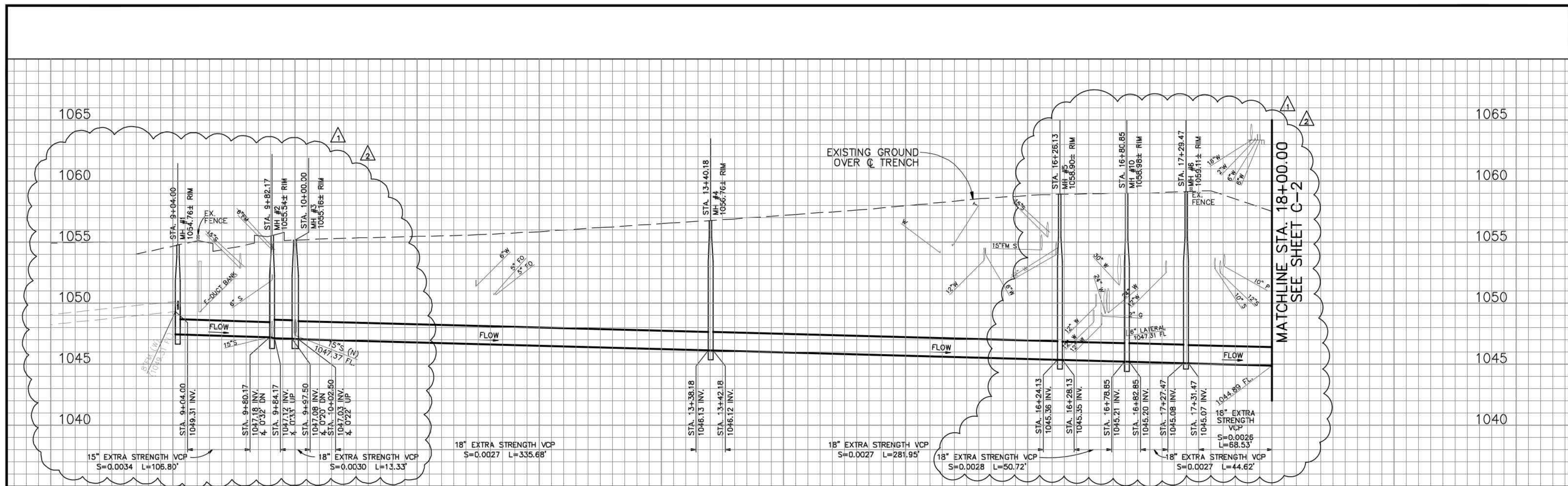
JERRY BURKE, P.E. QSD  
DEPUTY MANAGER OF ENGINEERING

APPROVED BY:

SHAUN J. STONE, P.E.  
MANAGER OF ENGINEERING



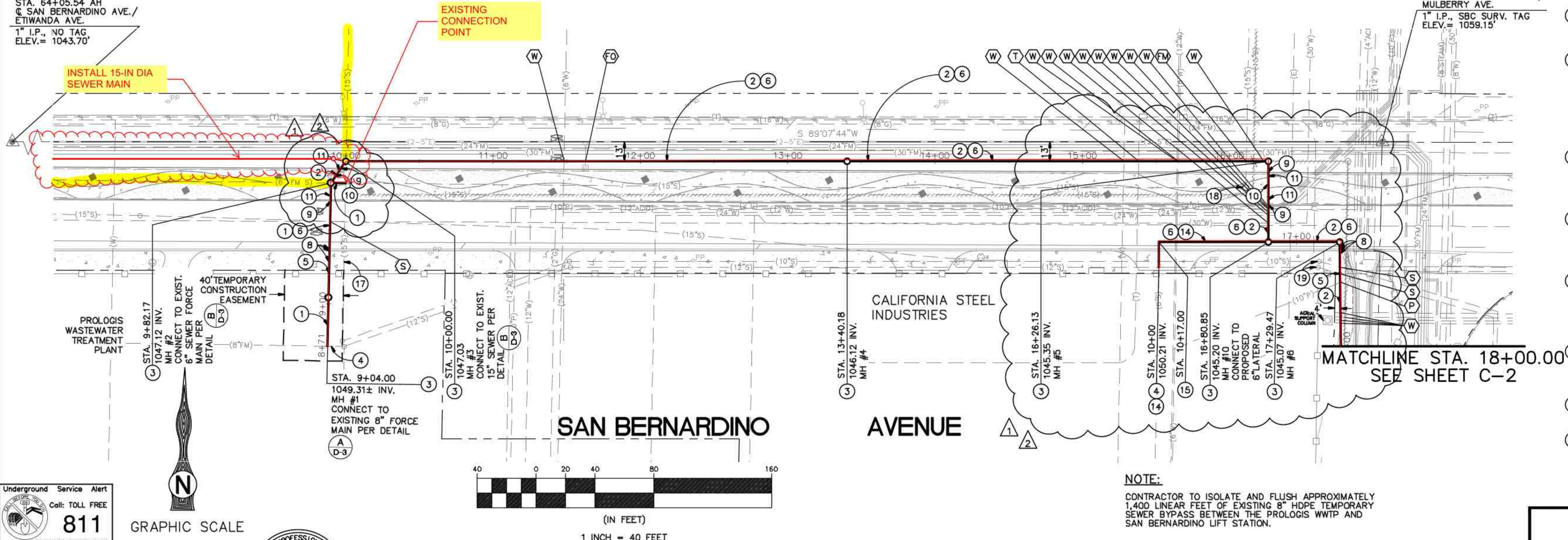
S:\CADD\152-01 Design of the San Bernardino Ave Treatment Plant Sewer Improvement\152-01 SS-04 C1\_As Built.dwg



TGT. NO. 11  
STA. 64+19.05 BK=  
STA. 64+05.54 AH  
© SAN BERNARDINO AVE./  
ETIWANDA AVE.  
1" I.P., NO TAG  
ELEV. = 1043.70'

INSTALL 15-IN DIA  
SEWER MAIN

EXISTING  
CONNECTION  
POINT



GRAPHIC SCALE



Designed	T. RENNER	06/05/16	06/05/17	SM	MOVE MH#1 TO STA. 9+04
Drawn	S. MACHADO	06/05/16	11/23/16	KM	ABANDON 10" AND 12" MH'S
Checked	T. RENNER	06/05/16	12/09/16	KM	RFI NO.4 REVISIONS
REV. NO.	DATE	BY	APRVD	DESCRIPTION	REVISIONS TO ALIGNMENT AND
					MH#10 AND MH#2

REVIEWED BY:  
LISA MUNOZ, P.E., QSD  
Project Manager for IEUA

SCALE  
AS SHOWN  
Bar Scale shown below is one  
inch on original drawing. If  
NOT one inch on this sheet,  
adjust scales accordingly.



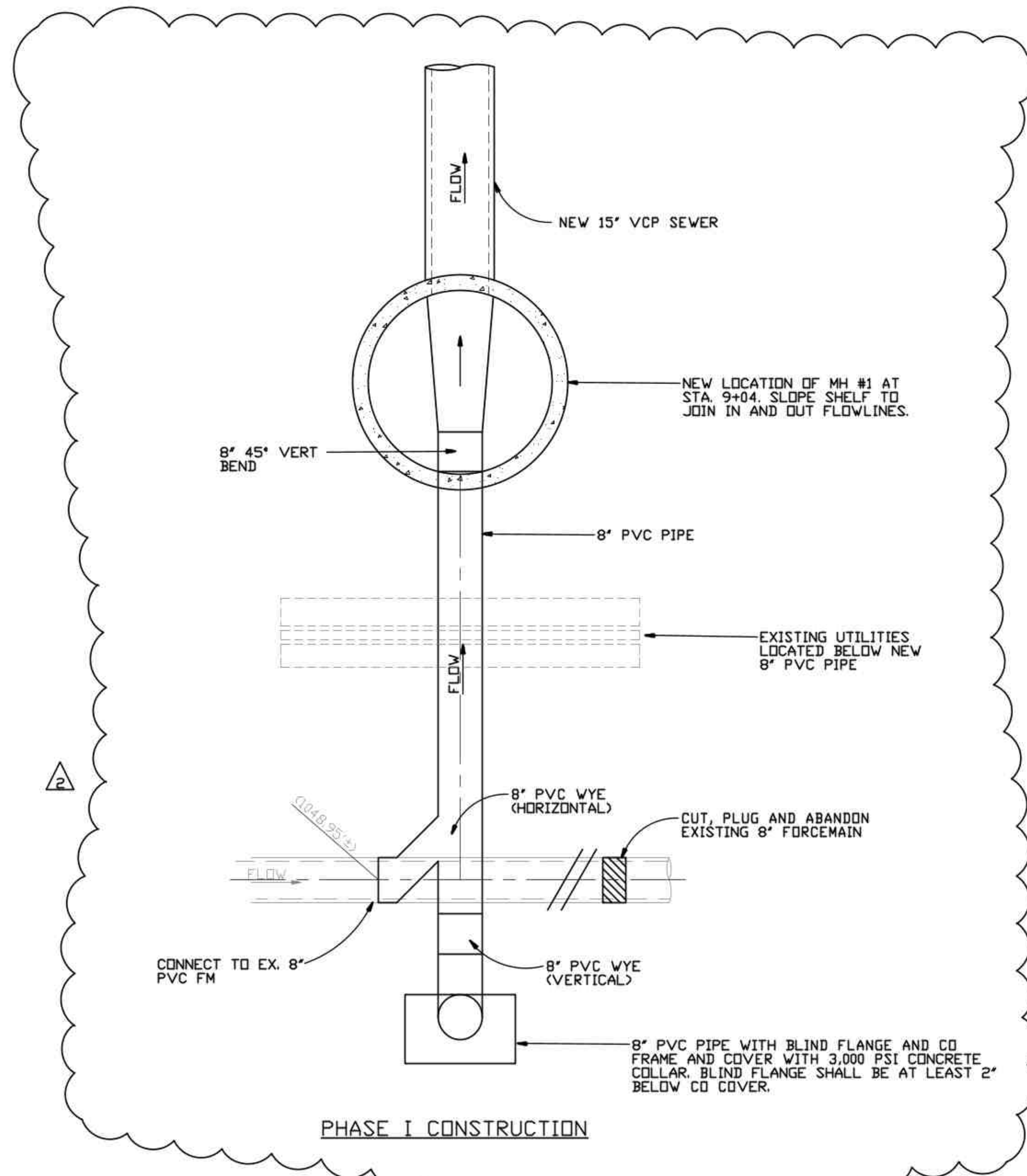
LOCATION  
6075 Kimball Avenue  
Chino, California 91708  
Telephone (909) 993-1600  
MAILING ADDRESS  
Post Office Box 9020  
Chino Hills, California 91710

- CONSTRUCTION NOTES:**
1. CONSTRUCT 15" EXTRA STRENGTH VITRIFIED CLAY PIPE.
  2. CONSTRUCT 18" EXTRA STRENGTH VITRIFIED CLAY PIPE.
  3. CONSTRUCT 4" POLYURETHANE LINED MANHOLE PER DETAILS ON SHEET D-1, D-2, AND D-3.
  4. CUT, ABANDON, AND REMOVE EXISTING SEWER LINE AND PLUG ABANDONED END WITH CONCRETE. SAWCUT AND REMOVE DRIVEWAY, RECONSTRUCT DRIVEWAY TO NEAREST JOINT WITH 6" THICK 560-C-3250 CONCRETE WITH A BROOM FINISH, DOWEL #4 REBARS AT 12" ON CENTER, MINIMUM 4" DEEP INTO ADJACENT APPROACH PANELS.
  5. REMOVE FENCING, SCREENING, AND POSTS AS REQUIRED AND REPLACE IN KIND TO LIKE CONDITION OR BETTER.
  6. SAWCUT AND REMOVE EXISTING PAVEMENT AND CONSTRUCT TRENCH REPAIR DETAIL SHOWN ON SHEET C-4.
  8. SAWCUT AND REMOVE CURB, GUTTER, AND SIDEWALK AND RECONSTRUCT WITH 520-C-2500 CONCRETE.
  9. SAWCUT AND REMOVE PCC MEDIAN CURB AND RECONSTRUCT WITH 520-C-2500 CONCRETE.
  10. SAWCUT AND REMOVE PCC HARDScape AND RECONSTRUCT WITH 520-C-2500 CONCRETE (SOLOMON COLOR TAUPE #3855129) WITH LIKE FINISH.
  11. REMOVE DECOMPOSED GRANITE AS REQUIRED AND REPLACE WITH 4" THICK 3/8" SOUTHWEST GOLD DECOMPOSED GRANITE WITH SOIL-SECURE SOIL BINDER MIXED AT 1 POUND PER 5 SQUARE FEET.
  13. CONSTRUCT 4" POLYURETHANE LINED DROP MANHOLE PER DETAILS ON SHEET D-1.
  14. CONSTRUCT 6" EXTRA STRENGTH VITRIFIED CLAY PIPE LATERAL AND CONNECT TO EXISTING LATERAL WITH FLEXIBLE COUPLING. SEE SHEET C-2 FOR PROFILE.
  15. CONSTRUCT 6" LATERAL CLEANOUT.
  17. ABANDON 15" SEWER.
  18. ADJUST MANHOLE FRAME AND COVER TO GRADE.
  19. ABANDON EXISTING MANHOLE IN PLACE.

AS-BUILT	SHEET C-1
SAN BERNARDINO AVENUE GRAVITY SEWER PROJECT NO. EN16071.00	SHEET NO. 6 OF 11
PLAN AND PROFILE	PROJECT NO. EN16071.00
	DRAWING NO. D4720-001



S:\CADD\152-01 Design of the San Bernardino Ave Treatment Plant Sewer Improvement\152-01 SS-05 D3 - As Built.dwg



#### NOTES:

- CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 8' FORCEMAIN PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL PLACE MANHOLE FOUNDATION AND ACCESSIBLE SHELF AREAS AROUND EXISTING 8' FORCEMAIN FOR PHASE I PER IEUA MANHOLE STANDARD.
- AFTER SEWER MAIN CONSTRUCTION HAS BEEN COMPLETED, CONTRACTOR SHALL INSTALL TEMPORARY PLUG, IF REQUIRED AND SAWCUT AND REMOVE EXISTING FORCEMAIN WITHIN MANHOLE AS REQUIRED TO CONSTRUCT REMAINING MANHOLE CHANNELS DURING PHASE II, AND PRESSURE GROUT ALL VOIDS ON WALL OPENINGS WITH QUIKRETE, NON-SHRINK PRECISION GROUT #1585-00, IN COMPLIANCE WITH ASTM C-1107.

#### HATCH LEGEND:

PHASE I CONCRETE

DETAIL "A"  
N.T.S.



PREPARED BY:



TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, Ca. 92507  
(951) 680-0440



Designed T. RENNER 06/05/16  
Drawn S. MACHADO 06/05/16  
Checked T. RENNER 06/05/16  
Date

REV. NO.	DATE	BY	DESCRIPTION
1	06/05/17	SM	RFI NO. 12 AND INSTALL FLEX COUPLING ON 15' SEWER
2	12/09/16	KM	REVISIONS TO ALIGNMENT
3			ADDED MH#10 & SHIFTED MH#2

REV. NO. DATE BY DESCRIPTION

#### REVIEWED BY:

LISA MUNOZ, P.E., QSD  
Project Manager for IEUA

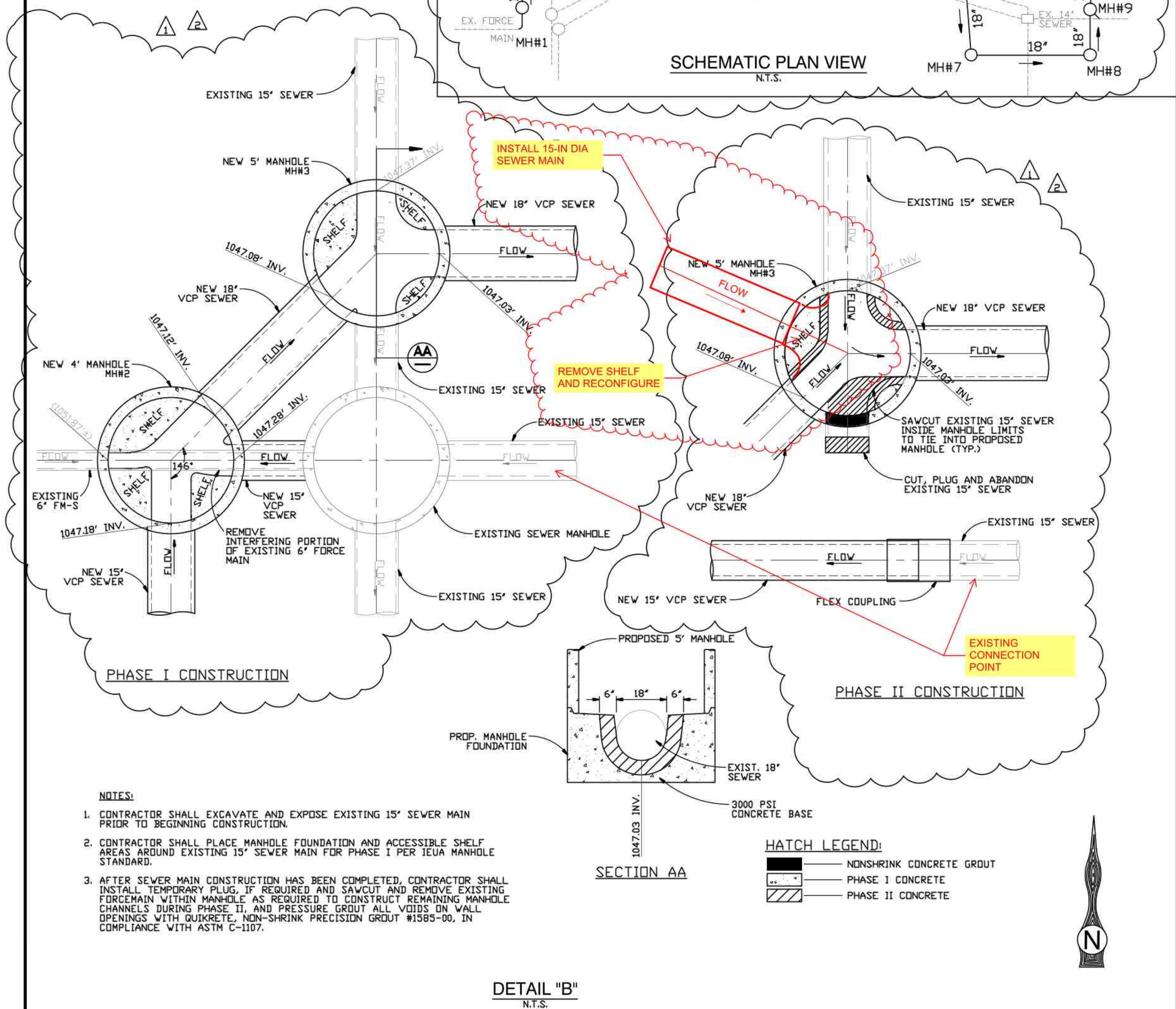
#### SCALE

AS SHOWN  
Bar Scale shown below is one inch on original drawing. If NOT one inch on this sheet, adjust scales accordingly.  
0" 1"



LOCATION  
6075 Kimball Avenue  
Chino, California 91708  
Telephone (909) 993-1600  
MAILING ADDRESS  
Post Office Box 9020  
Chino Hills, California 91710

AS-BUILT	SHEET D-3
SAN BERNARDINO AVENUE GRAVITY SEWER PROJECT NO. EN16071.00 PHASED MANHOLE CONSTRUCTION DETAILS I	SHEET NO. 10 OF 11 PROJECT NO. EN16071.00 DRAWING NO. D4720-001



#### NOTES:

- CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 15' SEWER MAIN PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL PLACE MANHOLE FOUNDATION AND ACCESSIBLE SHELF AREAS AROUND EXISTING 15' SEWER MAIN FOR PHASE I PER IEUA MANHOLE STANDARD.
- AFTER SEWER MAIN CONSTRUCTION HAS BEEN COMPLETED, CONTRACTOR SHALL INSTALL TEMPORARY PLUG, IF REQUIRED AND SAWCUT AND REMOVE EXISTING FORCEMAIN WITHIN MANHOLE AS REQUIRED TO CONSTRUCT REMAINING MANHOLE CHANNELS DURING PHASE II, AND PRESSURE GROUT ALL VOIDS ON WALL OPENINGS WITH QUIKRETE, NON-SHRINK PRECISION GROUT #1585-00, IN COMPLIANCE WITH ASTM C-1107.

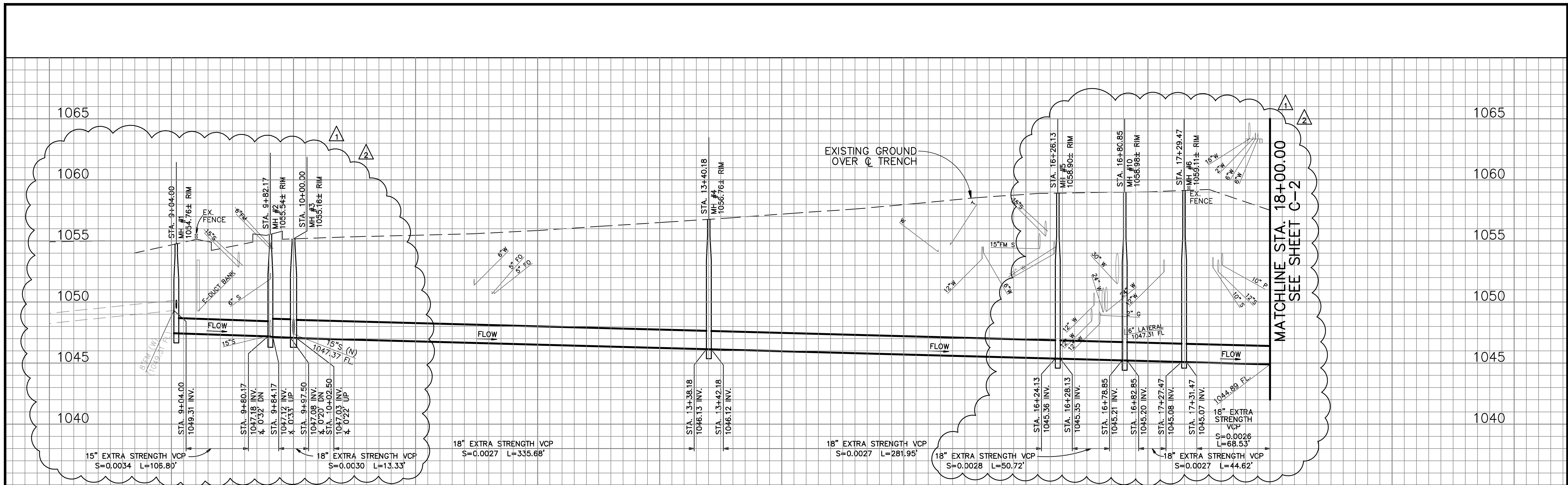
#### HATCH LEGEND:

NONSHRINK CONCRETE GROUT  
PHASE I CONCRETE  
PHASE II CONCRETE

DETAIL "B"  
N.T.S.



S:\CADD\152-01 Design of the San Bernardino Ave Treatment Plant Sewer Improvement\152-01 SS-04 C1\_As Built.dwg



TGT. NO. 11  
STA. 64+19.05 BK=  
STA. 64+05.54 AH  
© SAN BERNARDINO AVE./  
ETI WANDA AVE.  
1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

1\"/>

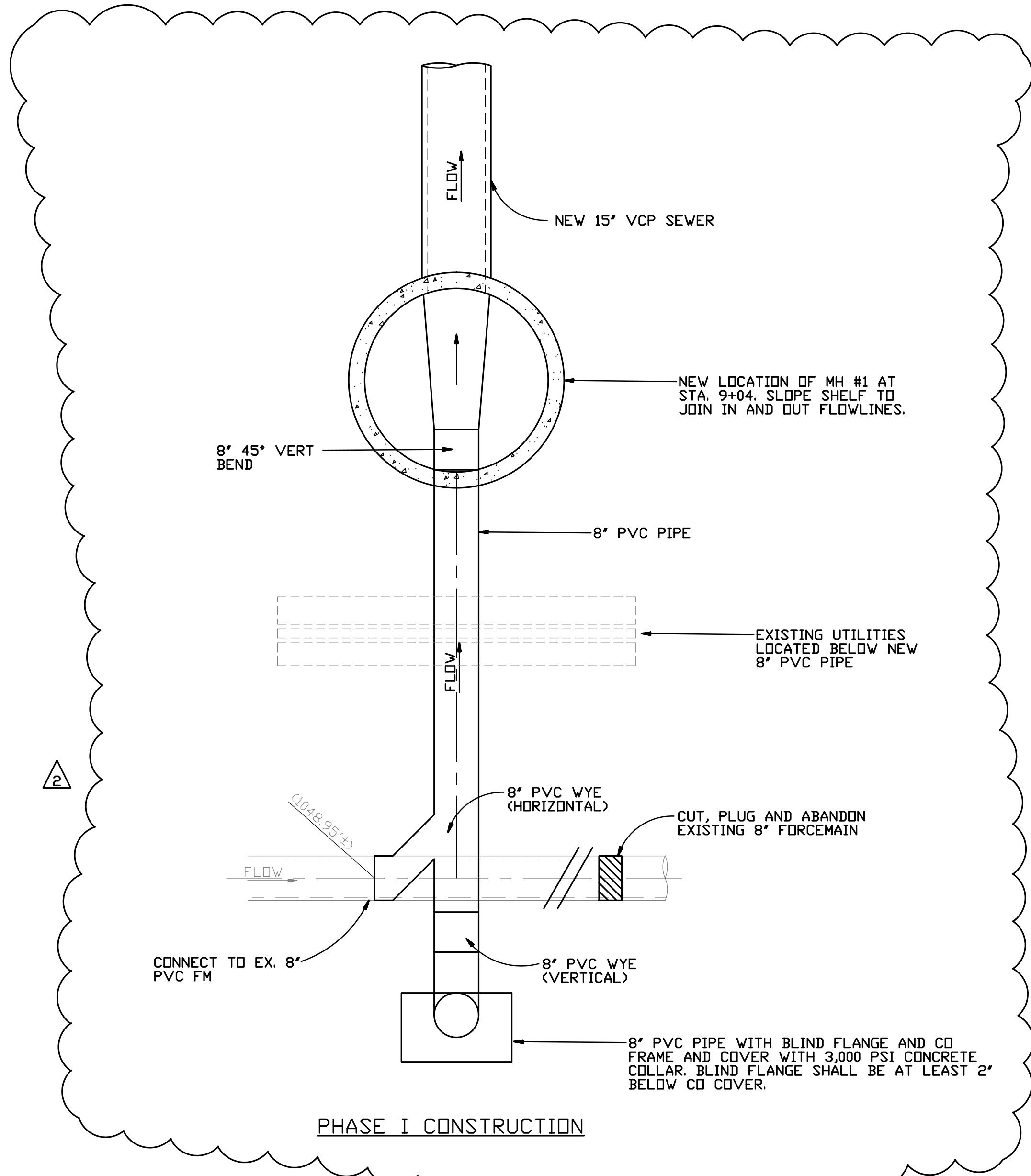
1\"/>

1\"/>

1\"/>



S:\CADD\152-01 Design of the San Bernardino Ave Treatment Plant Sewer Improvement\152-01 SS-05 D3 - As Built.dwg



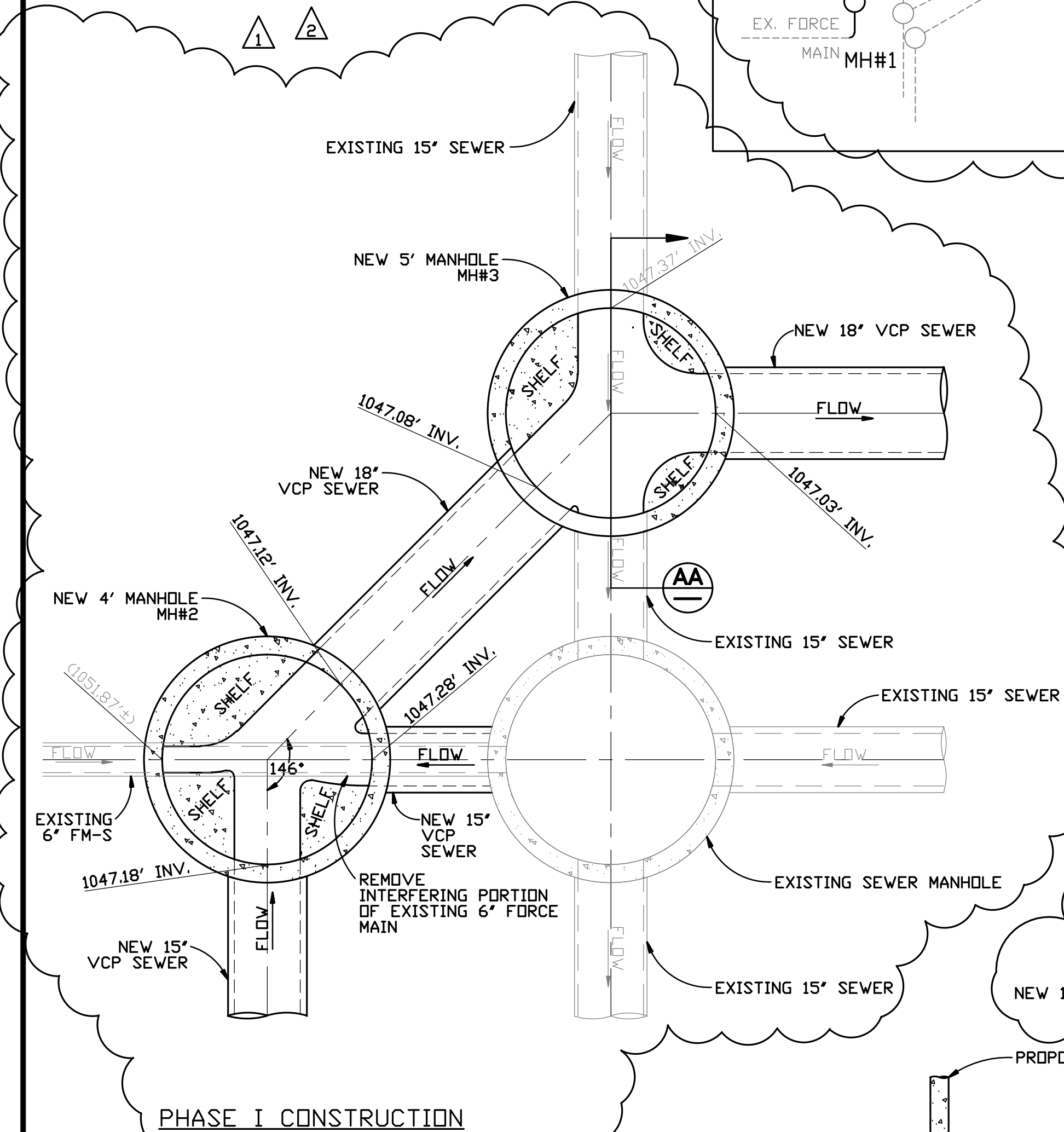
NOTES:

- CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 8" FORCEMAIN PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL PLACE MANHOLE FOUNDATION AND ACCESSIBLE SHELF AREAS AROUND EXISTING 8" FORCEMAIN FOR PHASE I PER IEUA MANHOLE STANDARD.
- AFTER SEWER MAIN CONSTRUCTION HAS BEEN COMPLETED, CONTRACTOR SHALL INSTALL TEMPORARY PLUG, IF REQUIRED AND SAWCUT AND REMOVE EXISTING FORCEMAIN WITHIN MANHOLE AS REQUIRED TO CONSTRUCT REMAINING MANHOLE CHANNELS DURING PHASE II, AND PRESSURE GROUT ALL VOIDS ON WALL OPENINGS WITH QUIKRETE, NON-SHRINK PRECISION GROUT #1585-00, IN COMPLIANCE WITH ASTM C-1107.

HATCH LEGEND:

PHASE I CONCRETE

DETAIL "A"  
N.T.S.



NOTES:

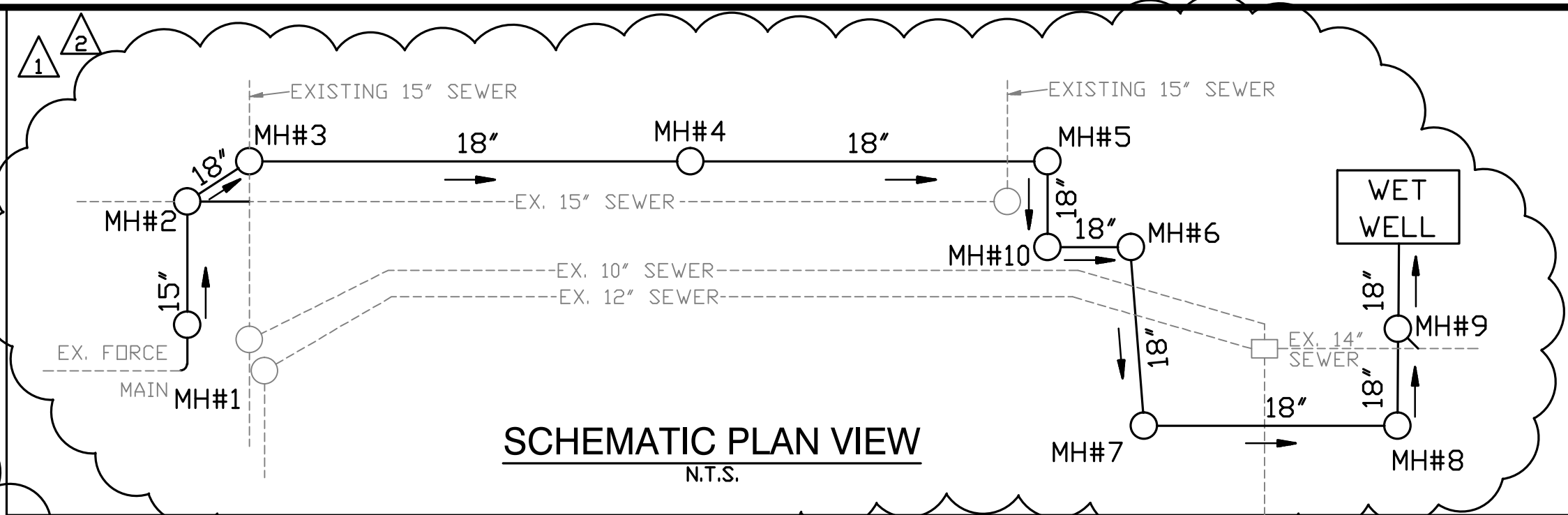
- CONTRACTOR SHALL EXCAVATE AND EXPOSE EXISTING 15" SEWER MAIN PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL PLACE MANHOLE FOUNDATION AND ACCESSIBLE SHELF AREAS AROUND EXISTING 15" SEWER MAIN FOR PHASE I PER IEUA MANHOLE STANDARD.
- AFTER SEWER MAIN CONSTRUCTION HAS BEEN COMPLETED, CONTRACTOR SHALL INSTALL TEMPORARY PLUG, IF REQUIRED AND SAWCUT AND REMOVE EXISTING FORCEMAIN WITHIN MANHOLE AS REQUIRED TO CONSTRUCT REMAINING MANHOLE CHANNELS DURING PHASE II, AND PRESSURE GROUT ALL VOIDS ON WALL OPENINGS WITH QUIKRETE, NON-SHRINK PRECISION GROUT #1585-00, IN COMPLIANCE WITH ASTM C-1107.

HATCH LEGEND:

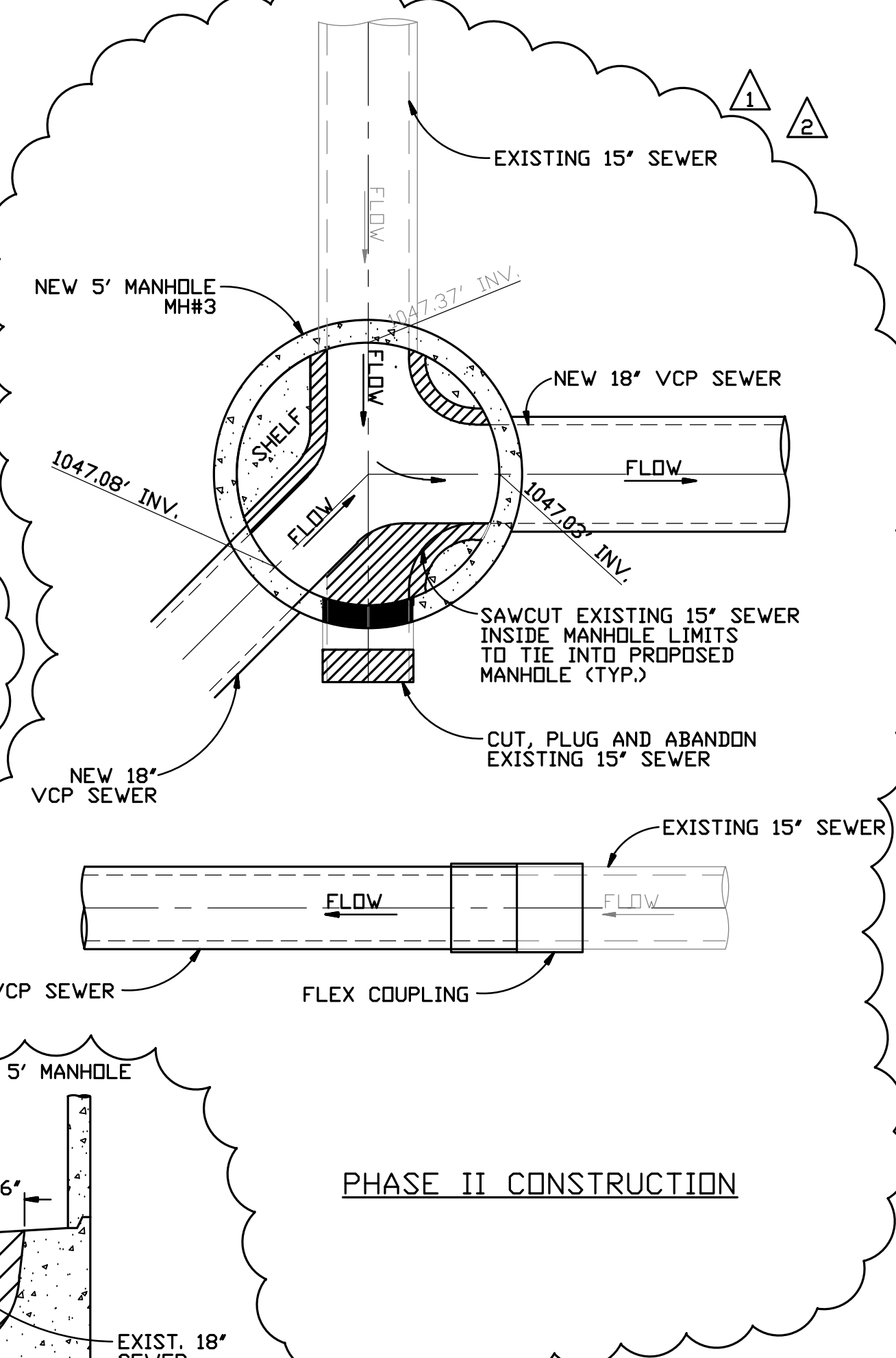
NONSHRINK CONCRETE GROUT  
PHASE I CONCRETE  
PHASE II CONCRETE

SECTION AA

DETAIL "B"  
N.T.S.



SCHEMATIC PLAN VIEW  
N.T.S.



PREPARED BY:

**TKE** ENGINEERING

TKE Engineering, Inc.  
2305 Chicago Avenue  
Riverside, Ca. 92507  
(951) 680-0440



Designed	T. RENNER	06/05/16
Drawn	S. MACHADO	06/05/16
Checked	T. RENNER	06/05/16

REV. NO.	DATE	BY	APPROVED	DESCRIPTION
1	06/05/17	SM		RFI NO. 12 AND INSTALL FLEX COUPLING ON 15" SEWER
2	12/09/16	KM		REVISIONS TO ALIGNMENT
3				ADDED MH#10 & SHIFTED MH#2

REVIEWED BY:

LISA MUNOZ, P.E., QSD  
Project Manager for IEUA

SCALE  
AS SHOWN

Bar Scale shown below is one inch on original drawing. If NOT one inch on this sheet, adjust scales accordingly.  
0" 1"



LOCATION  
6075 Kimball Avenue  
Chino, California 91708  
Telephone (909) 993-1600  
MAILING ADDRESS  
Post Office Box 9020  
Chino Hills, California 91710

AS-BUILT

SAN BERNARDINO AVENUE  
GRAVITY SEWER  
PROJECT NO. EN16071.00

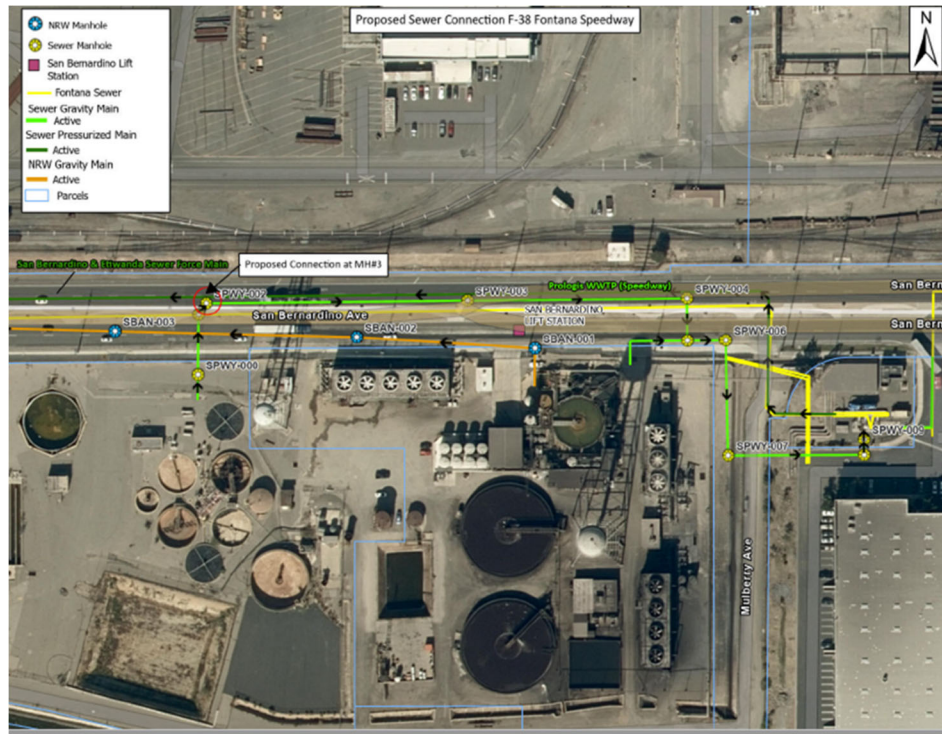
PHASED MANHOLE CONSTRUCTION DETAILS I

SHEET  
D-3

SHEET NO.  
10 OF 11  
PROJECT NO.  
EN16071.00  
DRAWING NO.  
D4720-001

**ATTACHMENT B**  
General Location for Connection F-38





ATTACHMENT B  
 General Location for Connection  
 F-38

Source		Demanding P.S. Per Day		Current ISPPS 2021 SCADA		BRII/MSI 2105/01	
		Avg (mgd)	Peak (mgd)	Avg (mgd)	Peak (mgd)	Avg (mgd)	Peak (mgd)
SDR TS Surcharged P.S. Sizing							
	Cypress Ave (North)		2.51	3.55			
	Cypress Ave (South)		2.44	3.70			
	Cilena Ave		1.75	2.74			
	Paylor Ave		1.94	3.26			
	Cherry Ave		1.73	1.45			
	18" San Bernardino Inter. Private Line, CSI, Pralgie		2.76	3.25			
Total SDR TS		48.4	65.82	3.2	48.4	7.64	15.31
		T.D.P.S. Per-Perline					
San Bernardino Interceptor to P.S.							
	CSI			0.43	1.38	0.43	1.38
				Team Telecom		Team Telecom	
	Pralgie			1.827	1.83	1.827	1.83
				Team Telecom		Team Telecom	
	Speedway			0.44	1.75	0.28	0.55
				Palatable Water Demand and Source		Palatable Water Demand and Source	
To San Bernardino				0.35	3.35	0.21	1.34
Proposed Development							
	High Cube Storage					0.85	0.16
	High Cube - E Commerce					0.13	0.37
						Team Services Commerce Center II	
						Kallidus	
Existing Mega Buildings				1.884	0.915	1.884	0.915
				Fluorocarbon Based For Buildings 8000 (Health)		For Ex Buildings 1-4	
	Subtotal San Bernardino Interceptor	2.76	3.75	0.36	3.16	0.38	2.48
	Subtotal all San Bernardino Lift Station Flows	18.4	15.87	0.66	18.44	0.54	17.53
		12.37	16.43	4.8	18.13	12.37	16.43
San Bernardino Lift Station Capacity		Team Process		Team Telecom (see and flow table)		Team Telecom (see and flow table)	

Pipe Diameter, D-inches	18
Pipe Slope	0.0027
Roughness Coefficient	0.013

San Bernardino P-S (Capacity)										Discharge			
Analysis	Dr. Diameter, ft	ft of Flow	Circular Radius	Height, ft	Vel. Angle, cfs	Scalene Area	Scal. Perimeter	Plan. Radius, ft	Total	MGD units	V. 161/2	Full, ft	at Fall
<b>San Bernardino Interceptor:</b>													
Pipe Fall (Max Capacity)	4.5	18	0.25	0	0	4.22	4.2	0.38	5.47	3.54	3.1	100.0	
Current Flow with Spreader	4.5	14.45	0.25	0.236	4.84	4.52	3.3	0.46	4.83	3.16	3.24	86.8	
Current Flow w.o. Spreader	4.5	8.35	0.25	0.254	3.45	0.00	2.3	0.37	2.47	1.40	2.47	45.6	
Proposed New Development with Raised Spreader	4.5	12.51	0.25	0.474	2.33	4.23	2.3	0.44	3.84	2.40	2.58	72.3	
Proposed Development w.o. Spreader	4.5	18.65	0.25	0.642	2.27	4.83	2.6	0.41	2.33	4.33	2.25	64.6	
<b>San Bernardino P-S (Capacity):</b>										16.43			
Current Peak Flow:										13.88			
San Bernardino Interceptor Peak Flow:										3.15			
San Bernardino Facilities Peak Flow:										3.85			
Proposed Peak Flow:													
Proposed New Development with Raised Spreader										2.48			
<b>Subtotal Peak San Bernardino P-S:</b>										12.53			
<b>Difference between Current and Proposed Peak Flow</b>										-0.67			

**ATTACHMENT C**  
Agreement For Provision of Sewer Service

## AGREEMENT FOR THE PROVISION OF SEWER SERVICE

THIS AGREEMENT FOR THE PROVISION OF SEWER SERVICE ("**Agreement**") is entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ ("**Effective Date**"), by and between INLAND EMPIRE UTILITIES AGENCY, a municipal water district ("**IEUA**"), SPEEDWAY SBC DEVELOPMENT, LLC, a Delaware limited liability company ("**Hillwood**"), CITY OF FONTANA ("**City**"), and SAN BERNARDINO COUNTY ("**County**").

### RECITALS

A. IEUA is a municipal water district organized and existing pursuant to Sections 71000 *et seq.* of the California Water Code and is authorized to provide wastewater treatment and recycled water services to properties in the IEUA service area.

B. The City of Fontana is a general law city located within the San Bernardino County, State of California.

C. Fontana Water Company, a division of San Gabriel Valley Water Company, a California corporation, is a public utility water company subject to regulatory jurisdiction of the California Public Utilities Commission doing business in the San Bernardino County, with its principal place of business being 15966 Arrow Route, Fontana, California, and is authorized to provide public utility water service, including service of recycled water, to its customers, which are located within its service area as authorized and approved by the California Public Utilities Commission.

D. San Bernardino County Department of Public Works – Special Districts, is a Department of San Bernardino County that provides municipal-type services to unincorporated areas of San Bernardino County including, but not limited to, sewer services.

E. California Speedway, LLC, a Delaware limited liability company, successor-in-interest by conversion from California Speedway Corporation, a Delaware corporation, formerly known as The California Speedway Corporation, a Delaware corporation, successor-by-merger to Speedway Development Corporation, a California corporation ("**Speedway**"), IEUA, the City of Fontana, and the Fontana Water Company are parties to that certain Agreement for the Provision of Sewer and Recycled Water Service dated November 24, 2015 (the "**Speedway Agreement**"), pursuant to which, IEUA agreed to provide certain sewer and recycled water services to property owned by Speedway, commonly known as the Auto Club Speedway of Southern California, more particularly described in the Speedway Agreement (the "**Speedway Property**").

F. Hillwood and Speedway are parties to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated June 15, 2021 ("**Purchase Agreement**"), pursuant to which, Speedway has agreed to sell, and Hillwood has agreed to purchase, that certain portion of the Speedway Property more particularly described in Schedule "1" attached hereto (the "**Hillwood Property**").

G. Hillwood desires that, after Hillwood acquires the Hillwood Property, IEUA, through City, continues to provide wastewater services to existing and future systems located on

the Hillwood Property, and IEUA is willing to do the same, all upon the terms and conditions set forth in this Agreement and IEUA's Ordinance No. 111, as amended from time to time.

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants contained herein, the Parties hereby agree as follows:

## I. DEFINITIONS

1.1 **"City"** shall mean the City of Fontana.

1.2 **"Community Facilities District"** shall mean a community facilities district formed pursuant to the Mello-Roos Act of 1982, as amended, with boundaries coterminous with the Speedway Property and which is authorized to finance the operation and maintenance of the Hillwood Sewer System and Permanent System.

1.3 **"CSI"** shall mean California Steel Industries.

1.4 **"Hillwood"** shall mean Speedway SBC Development, LLC.

1.5 **"Hillwood Sewer System"** shall mean the sewer system that Hillwood shall construct on the Hillwood Property that shall receive and transmit wastewater to the Permanent System.

1.6 **"IEUA"** shall mean the Inland Empire Utilities Agency, a Municipal Water District.

1.7 **"IEUA Lift Station"** shall mean that lift station facility owned by IEUA located on San Bernardino Avenue and depicted on Exhibit "A" of this Agreement.

1.8 **"NAPA Properties"** shall mean those four properties which are identified by the following San Bernardino County Assessor's Parcel Numbers: 0229-291-39-0-000; 0229-291-34-0-000; 0229-291-40-0000; and 0229-291-31-0000; which are understood to be currently owned by Almeria Holdings, LLC, a California limited liability company ("**Almeria**") (as to the first two parcels), McLeod Properties, Fontana LLC, a California limited liability company ("**McLeod**") (as to the third parcel), and West Valley MRF, LLC, a California limited liability company ("**Burrtec**").

1.9 **"Party"** or **"Parties"** shall mean an entity, individually, or the entities, collectively, that are bound by and have executed this Agreement.

1.10 **"Permanent System"** shall mean that certain gravity sewer pipe for the transmission of wastewater designed, constructed, owned and operated by IEUA as depicted on Exhibit "B" of this Agreement.

1.11 **"Prologis"** shall mean PAC Operating Limited Partnership, a Delaware limited partnership, and CCG Ontario Operations, LLC collectively.



1.12 “**Ordinance No. 111**” shall mean the regulations governing the collection, treatment, and disposal of sewage to the IEUA Regional Sewerage System, as amended from time to time.

1.13 “**Related Contracts**” shall mean the following contracts: (a) this Agreement, (b) the Speedway Agreement, (c) the Agreement for the Provision of Sewer and Recycled Water Service between IEUA, the City, the Water Company (defined below) and CSI dated November 24, 2015, (d) the Agreement for the Provision of Sewer Service between IEUA, the City, and Prologis (defined above) dated November 24, 2015, and (e) the Memorandum of Understanding between the City and IEUA dated November 24, 2015, all of which are for the provision of wastewater services.

1.14 “**Special Districts**” shall mean the San Bernardino County Department of Public Works – Special Districts, a Department of San Bernardino County that provides municipal-type services to unincorporated areas of the County including but not limited to sewer services.

1.15 “**Speedway**” shall mean California Speedway, LLC, a Delaware limited liability company, successor-in-interest by conversion from California Speedway Corporation, a Delaware corporation, formerly known as The California Speedway Corporation, a Delaware corporation, successor-by-merger to Speedway Development Corporation, a California corporation.

1.16 “**Water Company**” shall mean the Fontana Water Company.

1.17 “**Watermaster**” shall mean the Chino Basin Watermaster.

## II. WASTEWATER SERVICES

2.1 **Permanent System.** IEUA designed and caused to be constructed the Permanent System as depicted in Exhibit “B” attached hereto. Portions of this Permanent System shall be used by the Hillwood Property as an interim sewer system while the Hillwood Sewer System is being constructed.

### 2.2 **Hillwood Sewer System.**

- (a) **Construction** - Hillwood shall construct the Hillwood Sewer System located on the Hillwood Property up to the point of connection to the Permanent System depicted on Exhibit “B”.
- (b) **Ownership** - Hillwood and County shall cooperate in the formation of the **Community Facilities District**, or similar district or entity. Once formed, the County or the applicable special district or entity, shall own, operate, and maintain the Hillwood Sewer System, once it is dedicated to and accepted by Special Districts. Dedication and acceptance of the Hillwood Sewer System by Special Districts shall be a condition precedent to connection of the Hillwood Sewer System to the Permanent System.
- (c) **Operations and Maintenance** - From and after dedication of the Hillwood Sewer System by Hillwood to and acceptance by Special Districts, Special

Districts shall operate and maintain the Hillwood Sewer System. The operation and maintenance of the Hillwood Sewer System shall include, but is not limited to the following:

- (i) Ongoing collection system cleaning, inspection, monitoring, compliance, and reporting to ensure proper maintenance, of the Hillwood Sewer System to minimize sanitary sewer overflows. Special Districts shall be fully responsible for managing any sanitary sewer overflows and shall report any sanitary sewer overflows directly to the pertinent regulatory agencies.
- (ii) In the event of planned expansion of the Hillwood Sewer System, provide City and IEUA with notice and reasonable information for growth forecasting purposes.
- (d) **Pretreatment and Source Control** - Pretreatment and source control equipment and measures to ensure that wastewater discharged to the Permanent System meets the requirements of IEUA's Regional Wastewater Ordinance and the requirements of IEUA's Regional Pretreatment and Source Control program shall be the responsibility of the property owners/business owners within the Hillwood Commerce Center Development. City of Fontana shall not be responsible for assisting Special Districts with enforcement of the local and federal pretreatment and source control regulations. The Special Districts shall have pretreatment and source control program authority for inspections and monitoring over users discharging to the Permanent System. Individual property owners and/or tenants will be subject to all applicable rules and regulations, including those of Special Districts and IEUA for sewer service and must supply information on Special Districts wastewater survey.
- (e) **Waste Regulation** - The Permanent System is to be used for domestic waste water only and Special Districts operating and maintaining the Hillwood Sewer System shall ensure that the wastewater from the Hillwood Sewer System discharging into the Permanent System shall be in compliance with all applicable local, state, and federal laws, ordinances, and regulations, including those contained in the Ordinance No. 111 as set forth in Exhibit "C" attached hereto. IEUA may request additional information from Special Districts at any time to ensure compliance is being met.

2.3 Connection Fees. Hillwood shall be required to pay sewer connection fees ("IEUA Connection Fee(s)") per the requirements set forth by IEUA's ordinances, and any other applicable IEUA governing documents. IEUA Connection Fees shall be collected and remitted to IEUA by City per the procedures set forth in IEUA's ordinances, and any other governing documents. Special Districts shall coordinate and submit any data necessary in order for City to complete fee collection procedures and direct applicants to City for connection fee collection. Hillwood will not request a certificates of occupancy for any building until -confirmation that full IEUA Connection

Fees has been received related to such building by the City. City and IEUA shall be copied on all correspondence regarding IEUA Connection Fees.

Any changes in use or tenant improvement at Hillwood and Speedway that change the quantity and/or quality of wastewater discharged to the Hillwood Sewer System and Permanent System shall require an evaluation by the City and Special Districts to ensure the IEUA Connection Fees and ongoing monthly fees are properly assessed. IEUA may choose to conduct an audit of the IEUA Connection Fee collection procedures from time to time as authorized through IEUA's Ordinance No. 111, as amended from time to time.

2.4 User Fees. Hillwood shall pay monthly wastewater user fees as billed by City in accordance with the rate structure established by City for such services for similarly situated outside of City users. Hillwood shall provide all requested data to City as required to complete the monthly wastewater billing. The current rates are subject to change by action of the City's City Council.

### **III. TERM**

3.1 Term of Agreement. This Agreement shall begin on the date that Hillwood acquires any portion of the Hillwood Property and shall continue for a term of sixty (60) years.

3.2 Termination. This Agreement may be terminated as follows: (a) by Hillwood as related to the services which are the subject of Article II, upon a material breach by IEUA or the County; (b) by IEUA as related to the services which are the subject of Article II, upon a material breach by Hillwood or County; and (c) by the County as related to the services which are the subject of Article II, upon a material breach by IEUA or Hillwood.

A breach of this Agreement shall only be considered a material breach after a Party has delivered to the other Party a Notice of Intent to Declare a Material Breach, and the breaching Party has received a reasonable opportunity to cure the breach (not to exceed sixty (60) days) but has failed or refused to do so within that time.

### **IV. INSURANCE**

4.1 Insurance. Hillwood, City, and IEUA shall each provide insurance so as to provide protection as described in this Agreement. The Parties shall furnish to each other certificates issued by insurance companies reasonably acceptable to one another showing policies carried and the limits of coverage as follows:

- (a) Hillwood, City, and IEUA shall maintain Commercial General Liability Insurance, including but not limited to Products and Completed Operations and Contractual Liability, as applicable to their obligations under this Agreement with limits not less than:
  - (i) Personal Injury - \$1,000,000 per occurrence with an aggregate of \$2,000,000; and

- (ii) Property Damage - \$1,000,000 per occurrence with an aggregate of \$2,000,000.
- (b) Each Party shall maintain Automobile Liability Insurance with limits not less than:
  - (i) Bodily Injury - \$1,000,000 each accident; and
  - (ii) Property Damage - \$1,000,000 each accident.
- (c) Hillwood, City, and IEUA shall maintain Workers' Compensation Insurance for their respective employees to the extent of statutory limits and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000.

4.2 Certificates of Insurance. Each Party shall provide certificates of insurance to the other during the term of this Agreement certifying that such coverages shall remain in effect for the duration of this Agreement; provided, however, that IEUA shall deliver certificates of insurance to Hillwood during the term of this Agreement with a satisfactory loss payable endorsement naming Hillwood as a loss payee, or in the case of any real property, an additional insured, such endorsements to contain a waiver of warranties. All certificates of insurance shall state that prior to cancellation, non-renewal or any material change, thirty (30) calendar days written notice shall be given to IEUA. Failure of IEUA or Hillwood to enforce the minimum insurance requirements listed above shall not relieve Hillwood or IEUA of responsibility for maintaining these coverages.

4.3 Occurrence Policy. All insurance required hereunder shall provide insurance for occurrences from the Effective Date hereof throughout the later of the expiration or termination hereof.

## **V. INDEMNITY**

5.1 Indemnification by Hillwood. Hillwood shall fully indemnify, save harmless, and defend IEUA, County, the Community Facilities District and any of their officers, directors, employees, contractors, and agents or assignees from and against any and all costs, claims, and expenses incurred by such parties in connection with or arising from any claim by a third-party for physical damage to or physical destruction of property, or death of or bodily injury to any person, but only to the extent caused by the negligence, gross negligence, or willful misconduct of Hillwood or its agents or employees or others under the control of Hillwood in performing any of the conditions and covenants of this Agreement.

## **VI. GENERAL PROVISIONS**

6.1 Amendments. This Agreement may only be amended, modified, changed, or rescinded in a writing signed by each of the Parties hereto.

6.2 Interpretation. The language of this Agreement shall not be construed for or against any Party, as each Party has participated in the drafting of this Agreement and had the opportunity

to have its counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice-versa. Unless the context otherwise requires, references herein: (i) to Sections and Exhibits mean the Sections of and the Exhibits attached to this Agreement; and (ii) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified in writing from time to time to the extent permitted by the provisions thereof and by this Agreement.

6.3 Headings. The headings of the Sections hereof are inserted for convenience only and shall not be deemed a part of this Agreement.

6.4 Partial Invalidity. If any one or more of the covenants or agreements provided in this Agreement to be performed should be determined to be invalid or contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

6.5 Counterparts; Electronic Signatures. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. Furthermore, this Agreement may be executed and delivered by facsimile, DocuSign, AdobeSign or other electronic transmission. The Parties intend that faxed or electronic (e.g., .pdf format) signatures constitute original signatures and that a faxed or electronic copy or counterparts of this Agreement containing the signature (original, faxed or electronic) of a party is binding upon that Party. The Parties intend to be bound by such electronic signatures and waive any defenses to the enforcement of the terms of this Agreement based upon the use of such electronic signatures

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

6.7 Venue. The Parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District.

6.8 Notices. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered: (a) in person; or (b) by Federal Express or another reputable commercial overnight courier that guarantees next day delivery and provides a receipt; and (c) such notices shall be addressed as follows:

If to IEUA:

Inland Empire Utilities Agency  
Attn: General Manager  
6075 Kimball Avenue  
Chino, CA 91708

If to Hillwood:

Speedway SBC Development, LLC  
Attn: Scott Morse  
901 Via Piemonte, Suite 175  
Ontario, CA 91764

With a copy to:

Speedway SBC Development, LLC  
Attn: Scott Norman  
3000 Turtle Creek Boulevard  
Dallas, TX 75219

If to City:

City of Fontana  
Attention: City Manager  
8353 Sierra Ave.  
Fontana, CA 92335

If to County:

San Bernardino County Department of Public Works – Special Districts  
Attention: Director  
222 West Hospitality Lane, Second Floor  
San Bernardino, CA 92415

6.9 Merger of Prior Agreements. This Agreement and the Exhibits hereto constitute the entire agreement between the Parties and supersede all prior agreements and understandings between the Parties relating to the subject matter hereof.

6.10 Attorney's Fees. If any legal action is instituted to enforce any Party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing Party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-Party legal action against a party hereto and payable under Indemnification and Insurance Requirements, set forth in Section IV and V above.

6.11 Cooperation. The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of all of them shall be required, including the execution of necessary documents. The Parties agree to cooperate in good faith with each other in the development, construction, ownership, operation, and maintenance of the facilities that are described in this Agreement. Provided, however, that this Section 6.11 is not intended to impose

any substantive obligations or cost on either Party beyond those expressly included in this Agreement.

6.12 Independent Contractors. The Parties agree that they are independent contractors and shall be at all times solely responsible for themselves, as well as their respective officers, directors, members, partners, employees, agents, and contractors as to workmanship, accidents, injuries, wages, supervision, and control. This Agreement may not be altered in any manner, such as course of conduct or practice, so as to change the relationship or responsibilities of the Parties as independent contractors.

6.13 Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto, and nothing in this Agreement or any action taken hereunder shall be construed to create any duty, liability, or standard of care to any person not a Party to this Agreement. Except as specifically otherwise provided herein, no person shall have any rights or interest, direct or indirect, in this Agreement.

6.14 Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

6.15 Savings Clause. Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph shall not invalidate the remaining paragraphs. The obligation to perform all of the terms and conditions of this Agreement shall remain in effect regardless of the performance of any invalid term by the other Party.

The effective date of this Agreement is the date of execution by the last Party to sign (the “**Effective Date**”), which shall be entered into the preamble above.

“IEUA”

INLAND EMPIRE UTILITIES AGENCY,  
a California Municipal Water District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Chief Executive Officer

“Approved as to Form”

\_\_\_\_\_  
Jean Cihigoyenette, Esq.  
General Counsel

“Hillwood”

SPEEDWAY SBC DEVELOPMENT, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Scott Morse  
Its: Vice President

“City”

CITY OF FONTANA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

“Approved as to Form”

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Attorney for City of Fontana

“County”

San Bernardino County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

“Approved as to Form”

Print Name: \_\_\_\_\_  
County Counsel



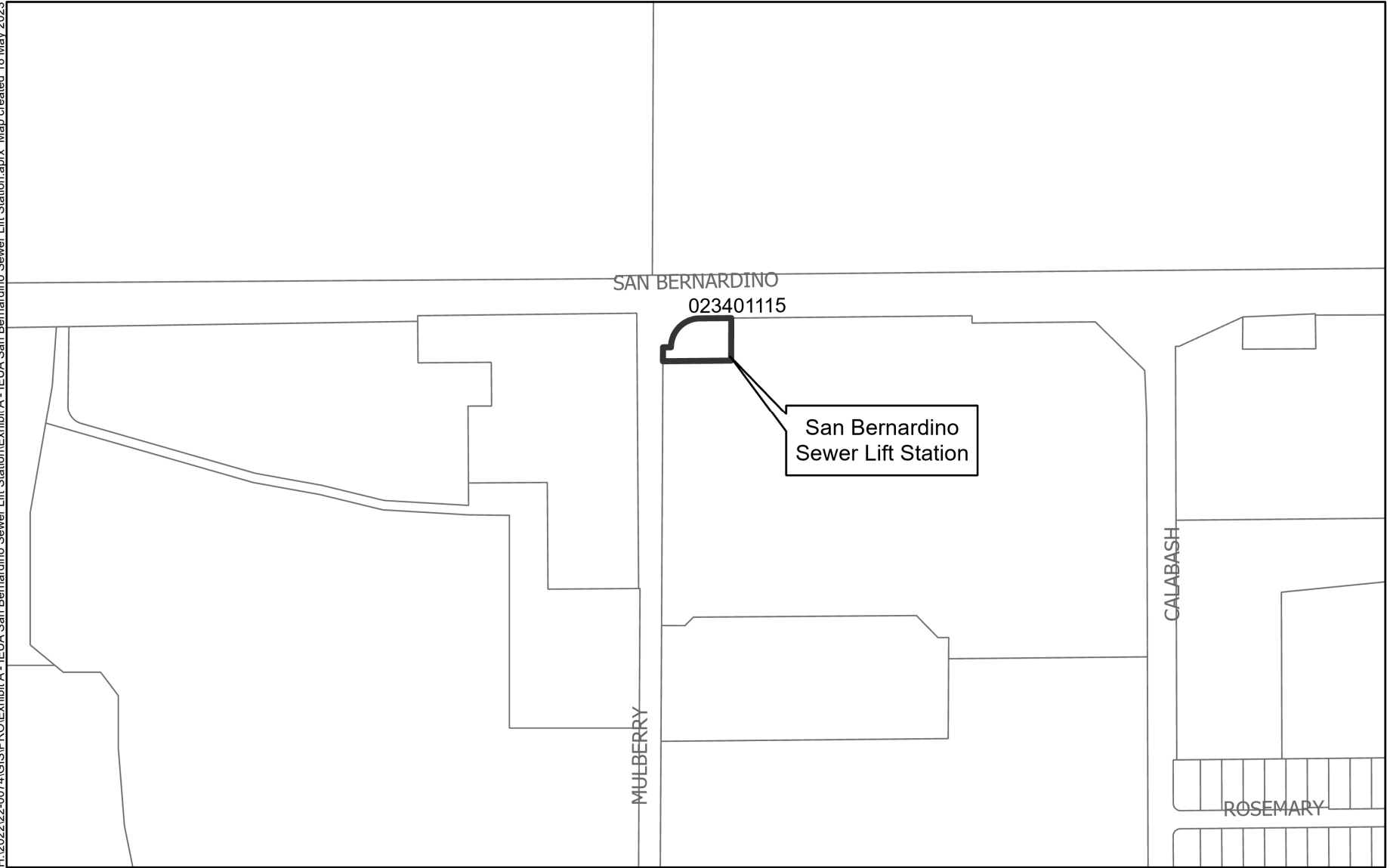
**EXHIBIT “A”**

LIFT STATION

# EXHIBIT A

## IEUA SAN BERNARDINO SEWER LIFT STATION

H:\2022\22-0074\GIS\PRO\Exhibit A - IEUA San Bernardino Sewer Lift Station.aprx Map created 18 May 2023



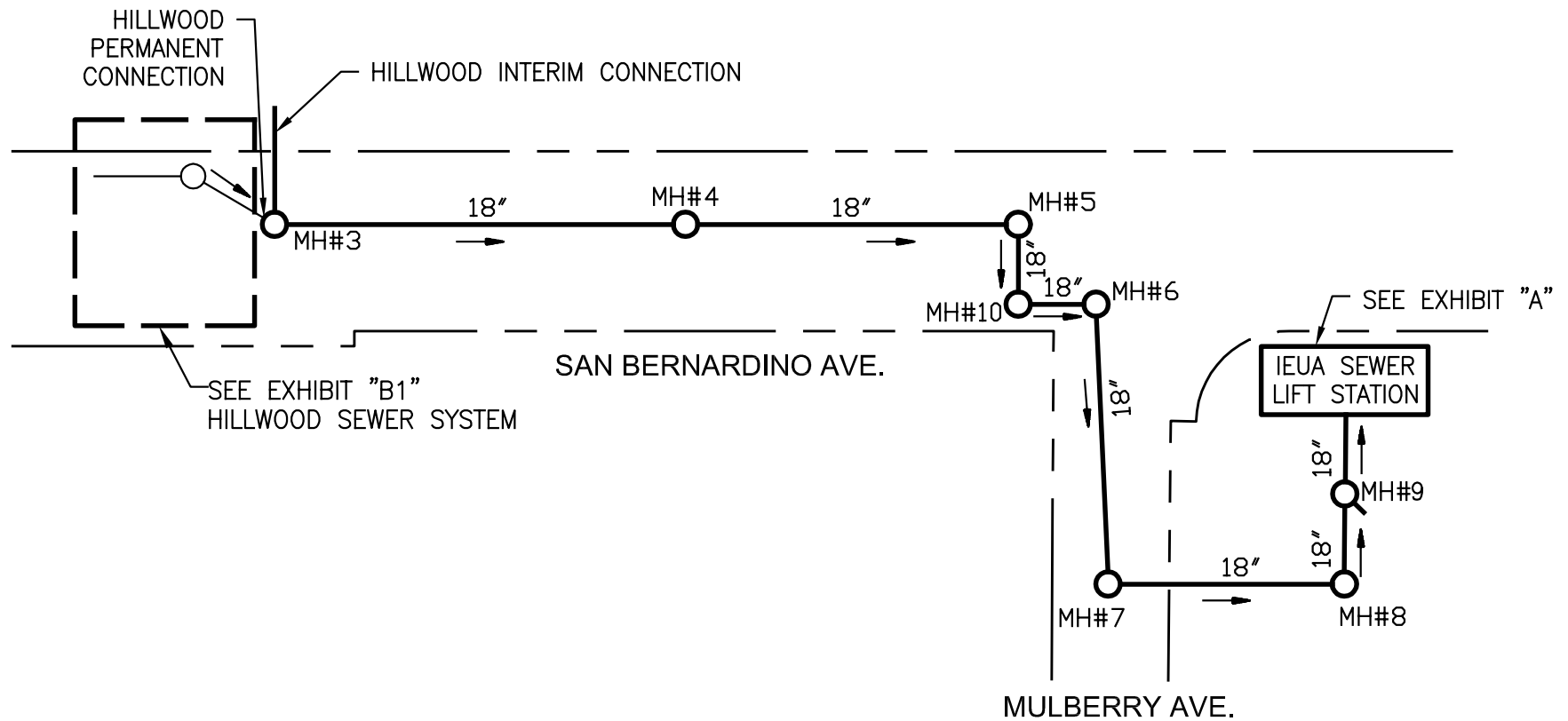
0 400 800 Feet

**EXHIBIT “B”**

**PERMANENT WASTEWATER SYSTEM**

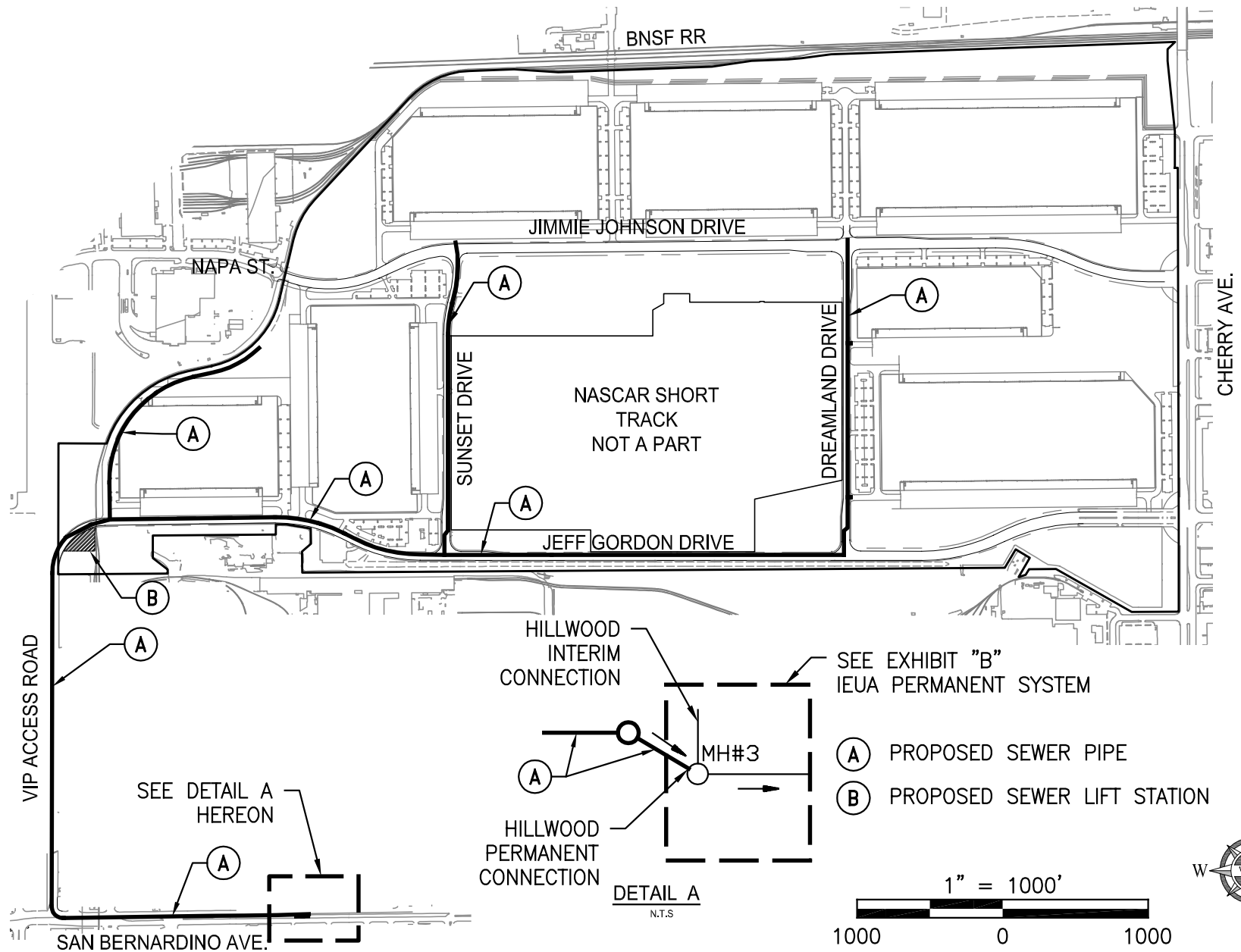
# EXHIBIT "B"

## IEUA PERMANENT SYSTEM



# EXHIBIT "B1"

## HILLWOOD SEWER SYSTEM



**EXHIBIT “C”**

ORDINANCE NO. 111

# **REGIONAL SEWAGE SERVICE ORDINANCE**

## **ORDINANCE NO. 111**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT, ESTABLISHING REGULATIONS GOVERNING THE COLLECTION, TREATMENT, AND DISPOSAL OF SEWAGE TO THE REGIONAL SEWERAGE SYSTEM IN THE INLAND EMPIRE UTILITIES AGENCY, SAN BERNARDINO COUNTY, STATE OF CALIFORNIA.**

**BE IT ORDAINED** by the Board of Directors of the Inland Empire Utilities Agency as follows:

## Table of Contents

SECTION 1 - GENERAL PROVISIONS.....	1
SECTION 2 - RIGHTS AND OBLIGATIONS .....	7
SECTION 3 - COMMUNITY SEWER SYSTEMS.....	7
SECTION 4 - RESERVED .....	7
SECTION 5 - RESERVED .....	7
SECTION 6 - REGIONAL SEWERAGE SYSTEM; PROHBITED DISCHARGES.....	7
SECTION 7 - REGIONAL PRETREATMENT PROGRAM .....	9
SECTION 8 - RESERVED .....	9
SECTION 9 - CAPITAL FINANCING OF REGIONAL SEWERAGE SYSTEM .....	9
SECTION 10 - FORECASTING AND PLANNING.....	14
SECTION 11 - RESERVED .....	16
SECTION 12 - EXTRA-TERRITORIAL SEWER SERVICE.....	17
SECTION 13 - DELIVERY POINTS: CONNECTION COSTS.....	18
SECTION 14 - DETERMINATION OF SEWAGE DELIVERIES: COSTS OF MEASURING EQUIPMENT .....	19
SECTION 15 - CONTROL, PRODUCTION, AND DISPOSITION OF RECYCLED WATER.....	19
SECTION 16 - RESERVED .....	19
SECTION 17 - SERVICE CHARGES FOR MAINTENANCE AND OPERATION OF THE REGIONAL SEWERAGE SYSTEM .....	20
SECTION 18 - RESERVED .....	21
SECTION 19 - REGIONAL SEWERAGE SYSTEM BUDGETS.....	21
SECTION 20 - BILLING AND PAYMENT OF SERVICE CHARGES .....	23



## Table of Contents

(continued)

SECTION 21 - RESERVED .....	25
SECTION 22 - RESERVED .....	25
SECTION 23 - RESERVED .....	25
SECTION 24 - REGIONAL POLICY COMMITTEE .....	25
SECTION 25 - REGIONAL TECHNICAL COMMITTEE .....	26
SECTION 26 - ADMINISTRATIVE ENFORCEMENT REMEDIES .....	27
SECTION 27 - JUDICIAL ENFORCEMENT REMEDIES .....	28
SECTION 28 - EFFECTIVE DATE .....	29

## **SECTION 1 - GENERAL PROVISIONS**

### **1.1 PURPOSE AND POLICY**

This Ordinance is enacted under the authority of the Municipal Water District Law of 1911, California Water Code §71000 et. seq., California Health and Safety Code §5470 et. seq., and sets forth uniform requirements for users of the Regional Sewerage System, a Publicly Owned Treatment Works (POTW), in the Inland Empire Utilities Agency (IEUA) in San Bernardino County, State of California. This Ordinance is enacted in contemplation of the termination of the Chino Basin Regional Sewage Service Contract As Amended in 1994 which expires under its terms on January 2, 2023. This Ordinance enables the IEUA to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] Section 1251 et. seq.), and the California Water Code as amended. The objectives of this Ordinance are:

To define the terms and conditions for use of the Regional Sewage System of IEUA within its service area including for the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, and the Cucamonga Valley Water District, collectively henceforth known as Sewage Collection Agencies (SCAs) which services includes, but are not limited to, the collection, treatment, and disposal of sewage;

To recognize that IEUA under its National Pollutant Discharge Elimination System permit conditions, has authority to administer the Regional Pretreatment Program over wastewater Discharges within its service area;

To adopt the terms and conditions to compute the uniform financial obligations for users of the Regional Sewage System;

To comply with the continuing service provisions of Section 29 of the Chino Basin Regional Sewage Service Contract As Amended in 1994.

### **1.2 SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason found to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the remaining portion of this Ordinance. The IEUA Board of Directors declares that it would have

approved this Ordinance by section, subsection, sentence, clause, or phrase irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

### **1.3 ADMINISTRATION**

Except as otherwise provided herein, the General Manager of the IEUA shall administer, implement, and enforce the provisions of this Ordinance. Any powers granted to or duties imposed upon the General Manager may be delegated by the General Manager to a Duly Authorized IEUA Employee.

### **1.4 RIGHT OF REVISION**

IEUA reserves the right to amend this Ordinance, as it deems appropriate.

### **1.5 PROTECTION FROM DAMAGE**

No person shall maliciously, willfully, or negligently break, damage, destroy, impair the usefulness, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the Regional Sewerage System.

### **1.6 NOTICE PROCEDURE**

Unless otherwise provided herein, any notice required to be given by the General Manager under this Ordinance shall be in writing and served in person or by certified mail, return receipt requested. The notice shall be served upon a duly authorized representative of the SCA, at the last address known to the General Manager.

### **1.7 DEFINITIONS**

Unless otherwise required by the context, various terms used in this Ordinance, including the recitals, shall have the meanings set forth in this section. The singular number includes the plural and the plural the singular.

“Capacity Demand” means the volume and strength (i.e., biochemical oxygen demand and suspended solids) of sewage discharged from the Community Sewer System of a SCA into the Regional Sewerage System.

“Capital Capacity Reimbursement Account” means the accounts established and maintained by the SCAs and to which are deposited or credited Capital Capacity Reimbursement Payments.

“Capital Capacity Reimbursement Payment” means a deposit or credit made to the Capital Capacity Reimbursement Account of a SCA for new connections to its Community Sewer System.

“Chino Basin” means that area underlain by the Chino and Cucamonga groundwater basins and that portion of the Claremont Heights groundwater basin within San Bernardino County which groundwater basins are described in Bulletin No. 53 of the California Division of Water Resources, dated March, 1947, and entitled “South Coastal Basin Investigation - Overdraft on Groundwater Basins.”

“Commercial Unit” means a building, establishment or premises where businesses selling goods or providing professional or other services to the public or governmental offices are or will be located.

“Community Sewer System” means all facilities owned, controlled or operated by a Sewage Collection Agency for the purpose of collecting and conducting sewage to a delivery point, including collector sewers conducting sewage from the originating premises, trunk sewers conducting sewage from tributary collector sewers or other trunk sewers and any facilities appurtenant to the foregoing.

“Demand Deficit” means the difference between the aggregate total Forecasted Demand of a SCA and the total aggregate Equivalent Dwelling Units connected to its Community Sewer System during an eight-year period commencing with the fifth fiscal year preceding the fiscal year for which IEUA is at the time of the determination of such difference preparing a Ten-Year Sewer Capital Forecast, and including the initial three fiscal years of such Ten-Year Sewer Capital Forecast.

“Delivery Point” means the transfer point at which Sewage is delivered from a Community Sewer System into the Regional Sewerage System.

“Dispose” or “Disposal” means any process or method for the elimination or beneficial use of Sewage and any Effluent or solid waste residuals thereof, including exportation from the Chino Basin.

“Effluent” means the liquid outflow at the discharge point of any Regional Treatment Plant.

“Equivalent Dwelling Unit” or “EDU” means a measure of sewage flow equivalent in quantity and strength to the daily flow of an average single-family household determined by resolution of the Board of Directors of IEUA and referred to as Exhibit “J” .

“Expansion” means the acquisition or construction of new facilities for the Regional Sewerage System and the making of any replacements, betterments, additions or extensions of the Regional Sewerage System.

“Facilities” means any pipelines, buildings, structures, works, improvements, fixtures, machinery, equipment, or appliances and any real property, or interests therein, necessary or convenient for the construction, maintenance and operation of any of the Regional Sewerage System.

“Fiscal Year” means a 12-month period commencing on July 1 and ending on the following June 30.

“Forecasted Demand” means the yearly forecasted or estimated volume and strength of sewage discharged from the Community Sewer System of a SCA into the Regional Sewerage System as set forth in a Ten-Year Sewer Capital Forecast.

“IEUA” means the Inland Empire Utilities Agency, a municipal water district.

“Industrial Unit” means a building, establishment, or premises where manufacturing, fabrication or assembly operations or industrial or chemical processes are conducted.

“Industrial Waste” means any wastewater and any water borne solid, liquid, or gaseous wastes resulting from any producing, manufacturing, or processing operations of whatever nature as more particularly defined, from time to time, by any federal, state, or regional agency authorized by law to prescribe quality standards for the discharge of sewage effluent and industrial waste effluent within the Chino Basin.

“Non-Domestic Waste” means waste or wastewater discharged into the Community Sewer System of a SCA which has a greater concentration of total dissolved solids or biochemical oxygen demand or any other constituents limited by IEUA than the waste or wastewater discharged from the typical single family domestic household in the SCA’s Service Area.

“Recycled Water” means as defined in Title 22, Division 4, Chapter 3, Water Recycling Criteria, Section 60301.050 et seq., of the California Code of Regulations; water which is available as a result of the treatment of wastewater. Also as described in subdivision (n) of Section 13050 of the Water Code of the State of California, treated wastewater that is suitable for direct beneficial use or a controlled use that would not otherwise occur.

“Regional Interceptor” includes, but is not limited to, pipelines, facilities and appurtenances which receive sewage from the most downstream trunk or collector sewer of a Community Sewer System, or a portion thereof, for the purpose of transmitting the sewage to a Regional Treatment Plant or to any other point of disposal, and any facilities appurtenant thereto, or any sewer which is utilized for the transmission of the sewage of two or more SCAs to such a plant or point of disposal.

“Regional Policy Committee” means the committee provided for in Section 24 hereof

“Regional Sewerage System” means all facilities owned, controlled, or operated by IEUA and any interest or capacity rights of IEUA in facilities owned, controlled, or operated by others, for the purpose of transmitting, treating and/or disposing of Sewage, including interceptor sewers, sewage treatment and disposal plants, facilities for the Disposal of Effluent and solid waste residuals and any facilities appurtenant to the foregoing. The Regional Sewerage System does not include the recycled water system which is owned, operated, managed, and maintained by IEUA. The Regional Sewerage System shall include all other disposal facilities which are required to meet the requirements of the National Pollutant Discharge Elimination System Permit or permits or Waste Discharge Requirements issued to IEUA by the Regional Water Quality Control Board, Santa Ana Region, for the operation of the Regional Treatment Plants.

“Regional Technical Committee” means the committee provided for in Section 25 hereof.

“Regional Treatment Plant” means a sewage and wastewater treatment plant operated by IEUA as part of the Regional Sewerage System.

“Regional Wastewater Capital Improvement Fund” means the fund of IEUA into which is deposited all Supplemental Capital Outlay Funds received by IEUA from the SCAs for the acquisition, construction, improvement, and expansion of the Regional Sewerage System.

“Residential Unit” means a single-family residence, a condominium unit, an apartment unit or other such structure or portion thereof which is equipped and suitable for human habitation or a mobile home space in a mobile home park, not including, however, transient lodging rooms in motels or hotels which are considered to be commercial units.

“Service Area” means all territory now or hereafter served by the Community Sewer System owned, controlled or operated by any SCA. The IEUA service area includes the Cities of Chino, Chino Hills, Fontana, Montclair, Ontario, Upland, and the Cucamonga Valley Water District.

“Sewage” means any liquid waste and water borne solid waste resulting from residential, commercial, industrial, or institutional activities or uses.

“Sewage Collection Agency” (SCA) means any county, city or special district, other than IEUA, which is located in whole or in part within the IEUA Service Area and which is authorized to own, control and operate a Community Sewer System.

“Sewer” means any pipeline conducting sewage, either by gravity or by pressure, and any facilities appurtenant thereto.

“Sewer User Charge” means any charge, fee, rental, or rate, excluding property taxes and Capital Capacity Reimbursement Payments, which is imposed on and collected from the owner, lessee, or occupant of property for providing services and facilities of any Community Sewer System or the Regional Sewerage System, or both.

“Supplemental Capital Outlay Funds” means contributions by a SCA from its Capital Capacity Reimbursement Account reserves to IEUA to supplement the funding of the planning, design and construction of Regional Sewerage System capital improvement projects.

“Transmit” or “Transmission” means the conducting (i) of Sewage from any Delivery Point to a Regional Treatment Plant or other point of Disposal or (ii) of Effluent from a Regional Treatment Plant to a point of Disposal;

“Treat” or “Treating” or “Treatment” means any process or method for altering the quality of Sewage and/or Effluent to meet applicable regulatory standards for Disposal or beneficial reuse.

## **SECTION 2 - RIGHTS AND OBLIGATIONS**

A SCA shall have the right to deliver all Sewage collected by its Community Sewer Systems to the Regional Sewerage System and IEUA shall have the obligation to receive into the Regional Sewerage System all Sewage so delivered by the SCA subject to the provisions of this Ordinance.

## **SECTION 3 - COMMUNITY SEWER SYSTEMS**

Each SCA shall be responsible for all costs and expenses of the acquisition, construction, operation, and maintenance of its Community Sewer System.

### **A. Inspection of Facilities**

Any authorized officer or employee of IEUA may enter and inspect any part of the Community Sewer System of any SCA during normal working hours on regular business days and upon the giving of not less than 24 hours prior notice of the inspection, except during emergencies.

## **SECTION 4 - RESERVED**

## **SECTION 5 - RESERVED**

## **SECTION 6 - REGIONAL SEWERAGE SYSTEM; PROHIBITED DISCHARGES**

IEUA shall own and operate a Regional Sewerage System for the Transmission, Treatment and Disposal of Sewage delivered by any SCA. The Regional Sewerage System, including any interests or capacity rights of IEUA in facilities owned, controlled or operated by others, shall be as shown or described in the IEUA Wastewater Facilities Master Plan, as amended from time to time, and is intended to accept domestic waste.



Use of the Regional Sewerage System by industrial users discharging process wastewater shall be governed by Ordinance No. 109, or any successors thereof.

Except as may be specifically provided on a temporary basis, no SCA shall discharge or cause to be discharged in the Regional Sewerage System any waste which exceeds or results in the inability of the wastewater treatment plant effluent to meet the wastewater discharge requirements presently established by any State or Federal regulatory agency, or which may be adopted in the future.

A SCA shall not discharge wastewater, in quantities or concentrations, alone or in conjunction with a discharge or discharges from other sources that cause the pH of the wastewater entering the headworks of any Regional Treatment Plant to decrease below 6.0 Standard Units at any time.

A SCA shall not discharge wastewater, in quantities or concentrations, alone or in conjunction with a discharge or discharges cause an increase in temperature of a Regional Treatment Plant's influent to be above 90 degrees Fahrenheit, which normally occurs during the period of June through October, nor above 78 degrees Fahrenheit during the remainder of the year.

IEUA shall pay all costs and expenses incurred in the acquisition, construction, maintenance, and operation of the Regional Sewerage System. Each SCA shall, as provided in Section 17 hereof, pay to IEUA service charges representing a pro rata share of all net audited costs incurred by IEUA in the maintenance and operation of the Regional Sewerage System, and each SCA shall contribute Supplemental Capital Outlay Funds to IEUA for the improvement and expansion of the Regional Sewerage System as provided in Section 9 hereof.

Expansion of the Regional Sewerage System is done to accommodate growth and development within the respective SCA's service area and is based largely on growth projections and requests for expansion from the SCAs. Accordingly, voluntary withdrawal of wastewater flows by one or more SCAs could be detrimental to the Regional Sewerage System by creating stranded assets and resulting in increased costs to the remaining SCAs and IEUA would contest such withdrawal as unauthorized by law. Nevertheless, should a voluntary withdrawal of flows from the Regional Sewerage System occur, the impact of the withdrawal will be calculated by IEUA and an impact fee will be assessed against the withdrawing SCA[s].

## **SECTION 7 - REGIONAL PRETREATMENT PROGRAM**

IEUA owns and operates the Regional Sewerage System facilities that are regulated by National Pollutant Discharge Elimination System (NPDES) permits issued by the Regional Water Quality Control Board, and which are subject to numerical discharge limitations and requirements. Those permit regulations and discharge limitations require the control and restrictions to the discharge of industrial wastewater on Significant Industrial Users (SIUs). Furthermore, the permit regulations require IEUA to implement pretreatment regulations in all jurisdictions tributary to IEUA's service area. The regional pretreatment program requirements between IEUA and the SCAs shall be established by resolution of the Board of Directors of IEUA and in Ordinance No. 109 and any successors thereof.

## **SECTION 8 - RESERVED**

## **SECTION 9 - CAPITAL FINANCING OF REGIONAL SEWERAGE SYSTEM**

### **A. General**

The Regional Sewerage System and any improvement or expansion of that system will provide benefits to the entire territory served by that system in that the entire territory will be benefited by the protection of public health, the protection of the quality of water sources, the improvement of water management through integrated use of all sources of water supply, including sewage treatment plant effluent, the improvement of general conditions for individual, residential, commercial and agricultural development and the reduction in costs for the Transmission, Treatment, and Disposal of Sewage by the pro rata sharing of all costs incurred by IEUA in the maintenance and operation of the Regional Sewerage System.

The acquisition, construction, improvement, and expansion of the Regional Sewerage System shall be financed with real property tax revenues, revenues from capital capacity fees, sewage service charges levied by the Board of Directors of IEUA, grants and other financial assistance which may be available from any federal, state, local or other source, Supplemental Capital Outlay Funds contributed by the SCAs.

B. Taxes, Sewage Service Standby or Availability Charges

The Board of Directors of IEUA may fix, levy, and collect sewage service standby or availability charges for the purpose of financing the acquisition, improvement, and expansion of the Regional Sewerage System.

C. Capital Capacity Reimbursement Account and Capital Capacity Reimbursement Payments

1. General

As a condition to sewage treatment service and for the purpose of providing Supplemental Capital Outlay Funds to IEUA, each SCA shall establish and maintain a Capital Capacity Reimbursement Account to which the SCA shall deposit or credit its Capital Capacity Reimbursement Payments. The amounts so deposited or credited by a SCA to its said account shall be used by the SCA only for the purpose of providing Supplemental Capital Outlay Funds to IEUA; provided that interest earned on such amounts shall not be so restricted and may be used by the SCA for any lawful purpose. The source of Capital Capacity Reimbursement Payments shall be at the discretion of each SCA.

2. Capital Capacity Reimbursement Payments

Each SCA shall have deposited or credited to its Capital Capacity Reimbursement Account a Capital Capacity Reimbursement Payment for each connection which has been or will be made to its Community Sewer System or for each change in use of an existing commercial or industrial connection in an amount determined as follows:

- a. The amount of the Capital Capacity Reimbursement Payment for each new connection to a SCA's Community Sewer System and for each change in use of any existing Commercial Unit or Industrial Unit which results in an increase in volume or strength of Sewage therefrom shall be determined by computing the number of Equivalent Dwelling Units therefor as provided in that document approved by Resolution of the Board of Directors and identified as "Exhibit J" and made a part hereof and applying the then current Capital Capacity Reimbursement Payment amount as established by the IEUA Board to each such EDU.

- b. Notwithstanding the preceding provisions, the amount which a SCA is required to have deposited in or credited to its Capital Capacity Reimbursement account for any such new connection or change of use shall be reduced by payments, if any, made by the SCA to IEUA for the new connection or change of use to support Supplemental Capital Outlay Payments, made at IEUA's request.
  - c. A Capital Capacity Reimbursement Payment shall be deposited or credited to a SCA's Capital Capacity Reimbursement Account for such a new connection or change of use at the time of the issuance of a building permit or a sewer connection permit, or for changes in the use of existing Commercial Units and Industrial Units, or the permits required therefor. Upon request by a SCA, IEUA will review, with support and consultation as needed from the Building Activity Report (BAR) Subcommittee, fee calculations and collections by any SCA for any errors, within 30 days from the receipt of the monthly building activity report, as further described herein, unless a more expedited review is requested by SCA. In the event a SCA fails to deposit Capital Capacity Reimbursement Payments into the SCA's Capital Capacity Reimbursement Account by the applicable deadlines, the SCA shall be required to make late payments in amounts which correspond to the adopted EDU rate in place at the time that said payments first became due and owing.
3. Capital Capacity Reimbursement Reports
- a. Each SCA shall report monthly to IEUA, at such time as IEUA shall designate, the balance of the funds in its Capital Capacity Reimbursement Account as of the last day of the preceding month. Such monthly reports shall be in writing and shall include the calculation sheets and also contain the number of building permits and sewer permits which were issued in the SCA's Service Area during the preceding month and estimated volume of Sewage flows for all residential, commercial, and industrial connections within the SCA's Service Area for the current month and the cumulative total thereof. Commercial and industrial sewer connection permits shall be listed by individual permit with the number of fixture units and expected volume and

strength of sewage for each permit. IEUA shall have 30 days from receipt of said reports to contact the applicable SCA with any questions or requests for clarification regarding the connection fee calculations reflected in said report.

- b. IEUA shall maintain a summary accounting of the Capital Capacity Reimbursement Account reserves of all SCAs and shall make written semiannual reports to the SCAs on or before 1) July 15 (with actuals up to March 31) and January 15, (with actuals up to September 30) of each fiscal year. The reports shall include: (i) the amounts of the Capital Capacity Reimbursement Account reserves of all SCAs as of the last day of March and September respectively, (ii) the amount of the Regional Wastewater Capital Improvement Fund reserves as of the last day of March and September respectively, (iii) a summary of all expenditures from said fund incurred up to March and September respectively for each Regional Sewerage System capital improvement project then in progress, (iv) an estimate of the amounts to be expended from said fund for each such project during the quarter then commencing or in progress (the “current quarter”), (v) the estimated amount of Supplemental Capital Outlay Funds, if any, which will be necessary for the SCAs to contribute to IEUA during the current quarter in order to provide a working capital balance in said fund which shall not exceed \$1,000,000 on the last day of the quarter next succeeding the current quarter, and (vi) the amount, if any, of the contribution of Supplemental Capital Outlay Funds for each SCA for the current quarter, determined as provided in subparts E and F of this Section.

#### D. Determination of Demand Deficits

At the time of the preparation of each Ten-Year Sewer Capital Forecast, pursuant to Section 10 hereof, IEUA shall determine each SCA's Demand Deficit, if any. The determination of Demand Deficits pursuant to this subpart is for the sole purpose of allocating shortages in Supplemental Capital Outlay Fund payments as provided in subpart F of this Section. Except as provided in said subpart F, such determinations shall not result in the creation of an obligation or indebtedness on the part of any SCA to IEUA or other SCAs.

E. Supplemental Capital Outlay Fund Payments

On July 15, and January 15, of any fiscal year IEUA may require payment by each SCA from its Capital Capacity Reimbursement Account of Supplemental Capital Outlay Funds for the planning, design and construction of Regional Sewerage System capital improvement projects in the amount, if any, set forth for the SCA in the semiannual report due from IEUA on such date. Upon receiving such a demand from IEUA, each SCA shall pay the amount demanded to IEUA within 45 days of receipt of such demand. The amount of each SCA's proportionate share of the total amount of Supplemental Capital Outlay Funds demanded by IEUA from all SCAs shall be determined based on the percentage which the amount of Supplemental Capital Outlay Funds demanded by IEUA from all SCAs is to the total amount of the current Capital Capacity Reimbursement Account reserves of all SCAs set forth in the semiannual report upon which the demand is based. The amount demanded by IEUA from each SCA on any such date shall be an amount determined by applying the percentage thus obtained to the balance of the reserves, not including interest, in the SCA's Capital Capacity Reimbursement Account set forth in the semiannual report upon which the demand is based. All amounts received by IEUA from the SCAs as Supplemental Capital Outlay Funds shall be deposited in or credited to the Regional Wastewater Capital Improvement Fund. All such amounts together with all interest earned thereon shall be available and utilized by IEUA solely for the purpose of financing the acquisition, improvement and expansion of the Regional Sewerage System.

F. Allocation of Supplemental Capital Outlay Fund Shortages

If at the time of any demand by for Supplemental Capital Outlay Funds, pursuant to subpart E of this Section, there are not sufficient funds deposited or credited to the Capital Capacity Reimbursement Accounts of all SCAs to pay the full amount of the demand, each SCA which has a Demand Deficit shall pay the full balance then deposited or credited to its Capital Capacity Reimbursement Account plus an amount determined based on the percentage which the amount of its Demand Deficit is of the total Demand Deficit for all SCAs. The amount to be paid by each such SCA shall be determined by multiplying the difference between, the Supplemental Capital Outlay Fund demand and the total amount of the Capital Capacity Reimbursement Account balances of all SCAs by the percentage thus determined.

#### G. Audit Process

The audit process for collection of connection fees by SCAs is intended to verify accuracy and uniformity in practices regionwide and to improve future performance. The audit and BAR review processes may result in IEUA and the SCAs working collaboratively to reconcile any discrepancies in connection fees from the Residential, or Commercial or Industrial Unit. SCAs may be audited by IEUA on an annual basis, as well as periodically through the Building Activity Reports Subcommittee as described below.

#### H. Building Activity Reports and Building Activity Reports Subcommittee

There shall be created a Building Activity Reports (“BAR”) Subcommittee comprised of a staff/employee representative from IEUA and also from of each SCA who elects to participate. The SCA representative may be changed by the applicable SCA at any time. IEUA will convene the BAR Subcommittee quarterly to complete a more extensive review of a percentage of applications for which connection fees have been calculated and collected. The percentage of applications to be reviewed will be determined by the BAR Subcommittee. The review by the BAR Subcommittee may include such reviews as, but not limited to, an in-depth look at the collection fee calculation methodology, approach for calculating connection fees for similar facilities (e.g. - facilities that have an embedded restaurant and other services), monthly sewer fee collections, for region wide consistency.

### **SECTION 10 - FORECASTING AND PLANNING**

#### A. SCA Reports

##### 1. Monthly Reports

On such date as IEUA may designate, each SCA shall submit to IEUA monthly reports of sewer building activity. Each such report shall contain the following information in a format which will allow tracking through the development process:

- a. The number of building permits issued during the month for structures which will contribute sewage to the Regional Sewerage System;
- b. Estimate volume of sewage and EDUs for such building permits;

- c. The tract number and number of lots for each tentative tract map approved during the month;
- d. The tract number and number of lots or dwelling units for each final tract map recorded during the month;
- e. The number of final inspections or certificates of occupancy issued during the month for structures which will contribute sewage to the Regional Sewerage System;
- f. The estimate volume of sewage and EDUs for all such structures.

## B. IEUA Reports

### 1. Annual Forecast

IEUA shall work collaboratively with the individual SCAs to ensure they are using the most recent planning and other documents and incorporating agency knowledge about their service area into the Annual Forecast. On a biennial basis, prior to the first regularly scheduled Regional Technical Committee meeting of that calendar year, IEUA shall provide to the Regional Technical Committee and the Regional Policy Committee the Regional Annual Forecast from the Regional Wastewater Demand Forecast Model or other mutually agreed upon forecasting methodology.

### 2. Ten-Year Sewer Capital Forecast

On a biennial basis, by no later than the end of June, IEUA shall prepare and deliver to the Regional Technical Committee and the Regional Policy Committee a Ten-Year Sewer Capital Forecast which includes dates of commencement and completion of capital improvement projects necessary to enable the Regional Sewerage System to meet the forecasted Capacity Demands of all SCAs. Such forecasts, hereinafter referred to as the “Ten-Year Sewer Capital Forecast,” shall include:

- a. Projected dates for the commencement and completion of design and construction of capital improvement projects necessary to meet forecasted Capacity Demands;
- b. Estimates for each Regional Treatment Plant of the Capacity Demand of each SCA which received sewerage service the previous Fiscal Year;
- c. An estimate of the amount of available treatment capacity at the IEUA



Regional Treatment Plants;

- d. An estimate of the amount of treatment capacity to be added, if any;
- e. Projected annual expenditures for the design and construction of such projects;
- f. The Demand Deficit, if any, of each SCA;

C. Review by Regional Committees

1. Annual Forecast

To ensure accurate forecasting, upon receipt of the Regional Annual Forecast, the Regional Committees shall review the proposed Capacity Demands and provide input to IEUA within 30 days regarding anticipated development.

2. Ten-Year Sewer Capital Forecast

Upon receipt of the Ten-Year Sewer Capital Forecast, the Regional Committees will have 30 days to review and provide input and the Forecast will be placed on the agenda of both committees to provide recommendations to IEUA. IEUA shall consider the recommendations of the Regional Policy Committee.

D. Reclaimable Industrial Waste

Proposed new industrial connections to Community Sewer Systems which are expected to discharge more than 25,000 gallons per day of reclaimable industrial waste shall be approved based on the conditions set forth in the Ordinance No. 109 and any successors thereof. The determination of permit requirements and discharge limitations of the reclaimable industrial waste to be discharged into the Regional Sewerage System through an appropriate connection point in a SCA's Community Sewer System shall be made by IEUA through the regional pretreatment program, resolution of the Board of Directors of IEUA, and Ordinance No. 109 and any successors thereof.

**SECTION 11 - RESERVED**

## **SECTION 12 - EXTRA-TERRITORIAL SEWER SERVICE**

### **12.1 SERVICE OUTSIDE THE BOUNDARIES OF IEUA SERVICE AREA**

#### **A. Upon the Effective Date of this Ordinance**

Any SCA which, upon the effective date of this Ordinance was furnishing sewer service to any territory outside the boundaries of the IEUA Service Area, may continue to furnish such service and shall be entitled to the services and facilities of the Regional Sewerage System for that purpose. Each SCA providing sewer service to any such outside territory shall file a map or maps with the secretary of IEUA showing the boundaries of all such territory.

#### **B. After the Effective Date of this Ordinance**

Any SCA, after the effective date of this Ordinance, may furnish sewer service to additional territory outside the boundaries of the IEUA Service Area. Prior to furnishing such sewer service, the SCA shall file a written request with IEUA. IEUA may consider the question of authorizing sewer service to the additional territory, subject to the authorization of the Local Agency Formation Commission for San Bernardino County, and the IEUA Board of Directors shall by resolution authorize sewer service to all or any part of the additional territory by the applicant or applicants unless it determines that such service is not in the public interest. Annual Capital Outlay Charge for Territory Outside IEUA and the Service Area.

In addition to the payment of service charges, each SCA providing the services and facilities of the Regional Sewerage System to territory outside the IEUA Service Area shall be obligated to pay IEUA special capital outlay charges for such territory, as provided in subpart C or D of this Section or both such subparts, if both are applicable. Monies received by IEUA in payment of special capital outlay charges shall be deposited or credited to the Regional Wastewater Capital Improvement Fund and utilized, together with all interest earned thereon, solely for the purpose of financing the acquisition, improvement, and expansion of the Regional Sewerage System.

#### **C. Annual Capital Outlay Charge**

The SCA shall annually pay IEUA a special capital outlay charge in an amount equivalent to the amount of the property tax and other revenue which IEUA would have received during the fiscal year if such property were within the IEUA Service Area. Such charge shall be payable by the

*ORDINANCE NO. 111*

SCA during each fiscal year in the amounts and at the times specified by IEUA.

**D. Extraordinary Capital Outlay Charge**

If any SCA furnishes sewer service to any additional territory outside the IEUA Service Area after the effective date of this Ordinance, the SCA shall pay to IEUA an extraordinary capital outlay charge with respect to such territory. Such charge shall be in an amount equal to total of (i) all past capital outlay taxes which would have been imposed by IEUA prior to July 1, 1978 upon taxable property within such territory had it been subject to taxation by IEUA for capital outlay taxes, (ii) an amount equivalent to the total property tax revenue which would have been received by IEUA pursuant to Sections 96 through 99 of the Revenue and Taxation Code for all fiscal years subsequent to July 1, 1978, and (iii) and an amount equal to all other revenues which IEUA would have received, had such territory been within the IEUA Service Area. IEUA may authorize any extraordinary capital outlay charges to be paid in deferred installments plus interest over a period not exceeding 25 years from the commencement of sewer service to the extra-territorial territory.

**SECTION 13 - DELIVERY POINTS: CONNECTION COSTS**

Each SCA shall deliver sewage from its Community Sewer System into the Regional Sewerage System at such delivery points as may, from time to time, be requested by the SCA and approved by IEUA. The delivery point request may be made by the SCA or on behalf of a third party. In all delivery point requests, the SCA or third party shall pay applicable plan review and hydraulic/load modeling costs for the evaluation of the impact of the delivery point to the Regional Sewage System. The SCA or third party may also be required to submit a resolution confirming the authorization of annexation from the Local Agency Formation Commission for San Bernardino County or a resolution confirming an irrevocable annexation agreement to the SCA. Upon consideration of the information submitted, IEUA may authorize the new delivery point. All costs and expenses of making the connection between the Regional Sewerage System and the Community Sewer System of any SCA shall be borne by the SCA and/or third party.

## **SECTION 14 - DETERMINATION OF SEWAGE DELIVERIES: COSTS OF MEASURING EQUIPMENT**

IEUA shall determine the amount of sewage delivered to the Regional Sewerage System by all SCAs and shall maintain accurate and complete records thereof. The amount of sewage delivered to the Regional Sewerage System by each SCA shall be determined by IEUA based on a standard daily measurement or contribution per Equivalent Dwelling Unit methodology established by IEUA from time to time.

If required by IEUA, a SCA shall install and maintain and operate at its expense, measuring devices and equipment for measuring the flow of sewage from the SCA's Community Sewer System into the Regional Sewerage System. Prior to installation, IEUA shall approve the design of such measuring devices and equipment and shall inspect and approve their installation. Such measuring devices and equipment shall be examined, tested and serviced regularly, but not less than once a year, by IEUA to ensure their accuracy. At any time IEUA or any SCA may inspect any such measuring device and equipment and all records and measurements taken therefrom.

The determination of sewage flow or contribution methodology per Equivalent Dwelling Unit contributed by each SCA shall be reviewed and updated if needed, or as requested by IEUA, but not less than every ten (10) years.

## **SECTION 15 - CONTROL, PRODUCTION, AND DISPOSITION OF RECYCLED WATER**

IEUA holds exclusive right to Recycled Water generated by the treatment of Sewage through the Regional Sewerage System. The terms and conditions regulating the sale, delivery, and use of Recycled Water shall be governed by IEUA Ordinance No. 112 and subsequent iterations thereof.

## **SECTION 16 - RESERVED**

## **SECTION 17 - SERVICE CHARGES FOR MAINTENANCE AND OPERATION OF THE REGIONAL SEWERAGE SYSTEM**

All SCAs shall pay service charges for all sewage delivered to the Regional Sewerage System. Each SCA shall pay its pro rata share of all net audited costs incurred by IEUA in the maintenance and operations of the system. Net audited costs consist of:

### **A. Maintenance and Operation**

Costs of maintenance and operation of all transmission and treatment facilities comprising the Regional Sewerage System; and

### **B. Other Costs**

Any other costs reasonably related to the maintenance and operation of the system; and

### **C. Replacement and Unforeseen Costs**

Based upon generally accepted engineering and accounting principles, reasonable reserves for the estimated costs and expenses of:

1. Replacement of any facilities where the costs and expenses of replacement are customarily considered a part of the costs and expenses of extraordinary maintenance which adds to the normal service life of facilities; and
2. Unforeseen contingencies; and
3. Actual costs and expenses incurred by IEUA for the Transmission, Treatment and Disposal of any byproduct resulting from the treatment of the Sewage delivered by a SCA.

### **D. Cost Of Service Study ("COSS")**

IEUA may, from time to time, conduct a COSS which shall be conducted in accordance with procedures normally utilized in the public rate setting process and in accordance with applicable law.

E. Proposed Service Charge Rate Adjustment (“Adjustment”)

Prior to the imposition of a rate adjustment, IEUA shall conduct a rate workshop wherein SCAs may express comments and feedback on the matter for consideration by IEUA. Rate adjustments for each fiscal year shall be within the discretion of the IEUA Board of Directors and shall conform to the COSS and applicable law.

**SECTION 18 - RESERVED**

**SECTION 19 - REGIONAL SEWERAGE SYSTEM BUDGETS**

A. Fiscal Year Budgets

For each fiscal year, or on a biennial basis if utilized by IEUA, the IEUA Board of Directors shall cause to be prepared and shall adopt a budget, which includes the Regional Sewerage System budget.

B. Form and Content of Budgets

The budget shall contain a plan of financial operations for the Regional Sewerage System and shall contain an estimate of the requirements for expenditures, including provisions for any reserves, and the means of financing such requirements. The budget shall be itemized and shall show in reasonable detail the nature and purpose of each item of revenue and expense and the actual or estimated amount thereof. The budget shall include a plan of financial operations for the capital costs of the acquisition and construction of the Regional Sewerage System, and a plan of financial operation for the maintenance and operation of the system, prepared as follows:

1. Capital Improvement Fund Budget. The costs of the acquisition and construction of the Regional Sewerage System shall show:
  - a. The various items and amounts of capital costs and the total thereof;
  - b. The total amount in the Regional Wastewater Capital Improvement Fund and the available and unencumbered balance of such fund as of the commencement of the fiscal year and an estimate of the amount therein and the unencumbered balance thereof as of the end of the fiscal year;
  - c. The amounts, if any, of IEUA revenues from sources other than property taxes

which are or will be available for payment of capital costs and the total thereof;

- d. The estimated amount of property taxes to be received during the fiscal year;
- e. The projected amount of Supplemental Capital Outlay Fund contributions required from each SCA during the fiscal year and the total thereof.

2. Maintenance and Operations Fund Budget The part covering the maintenance and operation of the Regional Sewerage System shall show:

- a. The various items and amounts of maintenance and operation expenses, including replacement and rehabilitation, and the total thereof;
- b. The total amount in any reserves theretofore established, and the available and unencumbered balance in such reserves as of the commencement and end of the fiscal year;
- c. The amount of service charges payable by each SCA and the total paid or payable by all SCAs;
- d. The amounts, if any, of revenue from sources other than services charges which will be available for payment of maintenance and operation expenses and the total thereof;
- e. The total amount required to be raised from service charges for payment of maintenance and operations expenses;
- f. The rate of the service charge for the fiscal year(s);
- g. The amount of any surplus of service charges received by IEUA during the fiscal year preceding the fiscal year in progress in excess of the cost of maintenance and operation of the Regional Sewerage System for that year which was transferred to the Regional Sewerage System Operation and Maintenance Fund reserve for replacement of Regional Sewerage System facilities for such preceding fiscal year, or the amount, if any, of any shortage in the amount of service charges received by IEUA during such preceding fiscal year less than the cost of maintenance and operation of the Regional Sewerage System for that year which was transferred from said reserve during the year then in progress for such preceding fiscal year;

C. Preparation and Approval of Proposed Budgets

Not later than April 1 of each budgeting year, the IEUA Board of Directors shall direct its General Manager, or such other person or persons as the Board may designate, to prepare and submit to the Board a proposed budget for the next fiscal year(s). Said budget and the rate of service charge for the next fiscal year will be considered and adopted by IEUA no later than June 30 of each fiscal year. If the Board of Directors fails to adopt a budget by June 30 then, until such time as the Board shall adopt such budget, the budget last adopted shall constitute the budget for such fiscal year.

D. Adoption of Separate Budgets

Notwithstanding the preceding provisions of this section, the Board of Directors of IEUA may elect for any fiscal year to separately prepare and adopt a Capital Improvement Fund Budget and a Maintenance and Operation Fund Budget. If said Board elects to so proceed, each such separate budget shall be prepared in accordance with the provisions of this section which are applicable thereto. Both said budgets shall be processed and adopted in accordance with the procedures and pursuant to the time schedule set forth in this section.

**SECTION 20 - BILLING AND PAYMENT OF SERVICE CHARGES**

A. Monthly Billing Statements of Service Charges

Not later than 20 days after the end of each month, each SCA shall provide to IEUA a report with the number of billable Equivalent Dwelling Units billable to each SCA. IEUA shall provide a billing statement of service charges to each SCA, setting forth the number of billable Equivalent Dwelling Units during such month for the service charge rate applicable thereto and the total service charge due and payable to IEUA for said month. Monthly service charges shall be based on the service charge rate adopted by the IEUA Board.

B. Payment of Statements; Interest on Overdue Payments

Each SCA shall pay the amount of the service charge set forth in any statement on or prior to its due date, namely, the thirtieth day following the date of the delivery of such statement. In the event that a SCA is delinquent in payment of bills for service charges, a penalty of ten (10) percent of the original unpaid invoice amount shall be added to any fee or charge that becomes delinquent.



Interest at the maximum rate provided by California Government Code Section 926.10 as may be amended from time to time, shall accrue on the total of all delinquent fees or charges.

Additional charges provided herein for delinquent payments may be waived by the Board of Directors upon written request by the IEUA Customer upon a finding that the delinquency was caused by excusable neglect or circumstances beyond the control of the SCA, provided that the delinquent SCA reimburses IEUA for all costs and penalties actually incurred by IEUA as a result of the delinquent payment.

Interest paid upon any delinquent amount shall be credited to the Regional Sewerage System Maintenance and Operation Fund unless, by reason of such delinquency, IEUA shall have advanced the amount of the delinquency from other sources, in which case, the interest shall be credited to such fund as the IEUA Board of Directors may designate. A SCA shall not be entitled to withhold payment, in whole or in part, of the amount of any statement for service charges pending action pursuant to part C of this Section 20.

C. Adjustment for Overpayment or Underpayment

Upon disagreement between any SCA and IEUA over the amount of service charges or the discovery of an error in computation of service charges for a SCA, which is not resolved within 30 days of communication, IEUA shall request a recommendation from the Regional Technical committee. The IEUA Board of Directors shall consider the recommendation by the Regional Technical Committee and make its determination on service charge adjustments, due dates and any interest due, and shall provide for the appropriate credit to or debit of any affected SCA's service charge account.

D. Deposit of Payments in Maintenance and Operation Fund

All monies received by IEUA in payment of service charges shall be deposited in and credited to a separate fund or account in the treasury of IEUA, to be known as the "Regional Sewerage System Maintenance and Operation Fund." All monies in said fund and interest earned thereon shall be used and expended only for payment of maintenance and operation expenses paid or incurred by IEUA under the provisions, of this contract.

## **SECTION 21 - RESERVED**

## **SECTION 22 - RESERVED**

## **SECTION 23 - RESERVED**

## **SECTION 24 - REGIONAL POLICY COMMITTEE**

There shall be a Regional Policy Committee to advise IEUA of the needs and views of the SCAs concerning IEUA's policies and activities in the financing, acquisition, construction, maintenance and operation of the Regional Sewerage System, to make reports and recommendations with respect thereto, and to inform the SCAs concerning such policies and activities. Committee membership shall be voluntary.

Each participating SCA shall appoint one regular member and one alternate member to the Regional Policy Committee. Such members shall be members of the SCA's governing body. The regular and alternate members so appointed shall serve at the pleasure of the appointing agency. Each participating SCA shall give the secretary of IEUA immediate notice of all appointments and removals made by it, and of the name and contact information of each appointee. IEUA shall appoint one regular member and one or more alternates to the Regional Policy Committee. The members so appointed shall be members of the IEUA Board of Directors of IEUA and shall serve at the pleasure of IEUA. The IEUA member shall be entitled to participate at all regular and special meetings of the committee.

The Regional Policy Committee shall be chaired by a regular member of the Regional Policy Committee and shall rotate among its regular members on a biennial basis through all the SCAs. A Vice Chair shall also be designated to act in the Chair's absence. The Vice Chair shall be selected by a majority vote of the regular members. A quorum made up of a majority of members shall be required to conduct business.

Each regular member of the Regional Policy Committee or the SCA's alternates, shall have one vote. A majority of members voting shall be required to carry any matter before the committee.

The Regional Policy Committee shall hold a regular meeting quarterly or as needed in the determination of IEUA. The Regional Policy Committee may adopt such procedures and rules as it deems advisable concerning its officers, meetings and the manner and method of making its reviews, reports and recommendations on any matter affecting the acquisition, construction, maintenance and operation of the Regional Sewerage System.

IEUA shall, if requested by the Regional Policy Committee, provide the Regional Policy Committee with a meeting place and with the services, advice, and assistance of members of its staff. All records, reports, and other information of IEUA pertaining to the financing, acquisition, construction, maintenance and operation of the Regional Sewerage System shall be available for inspection by members of the Regional Policy Committee. IEUA agrees to maintain and make available to the Regional Policy Committee accurate records of all of its costs, disbursements, and receipts with respect to activities under this Ordinance.

## **SECTION 25 - REGIONAL TECHNICAL COMMITTEE**

There shall be a Regional Technical Committee to advise the Regional Policy Committee on technical matters related to the Regional Sewerage System. Participation shall be voluntary. The members and alternate members of the Regional Technical Committee shall be appointed by their respective SCAs and IEUA shall be entitled to appoint one member and alternate members with the same right of participation as other members. The committee shall hold regular meetings quarterly or as needed in the determination of IEUA. Appointments and the number of alternates shall be determined in the sole discretion of each SCA and IEUA as applicable.

The committee may, and upon request by the Regional Policy Committee or IEUA shall, review and make recommendations concerning any of the following technical matters: the acquisition, design, construction, maintenance, operation, or financing of sewer facilities, sewage treatment, reclamation, or disposal facilities, sewage and effluent measuring devices and equipment, Community Sewer Systems and the Regional Sewerage System; sewer user charges; service charges; quality standards for sewage and any effluent; and any other technical matter related to any of the foregoing.

## **SECTION 26 - ADMINISTRATIVE ENFORCEMENT REMEDIES**

### **A. Notice of Violation/Order for Corrective Action**

IEUA will serve any SCA found to be violating any provision of this Ordinance, or any applicable Federal, State, District or local statutes, regulations, guidelines, ordinances, or other requirements with a written notice of non-compliance. The notice of non-compliance will state the nature of the violation and provide a reasonable time limit, as determined by IEUA, for the satisfactory correction thereof. IEUA may require the submittal of a plan to satisfactorily correct the violation or require any other action which, IEUA determines is appropriate to correct the violation. The SCA served with the notice of violation shall, within the period of time stated in such notice, cease all violations. This provision is in addition to, and not by way of derogation of, any other remedies or procedures available to IEUA by law, regulation, or pursuant to any of the provisions of this Ordinance. This notice of violation procedure shall be in addition to any other remedies available to IEUA under Section 71000 et. seq. of the Water Code of the State of California.

### **B. Right to Inspect Documents and Property**

IEUA retains the right, upon reasonable notice, to audit all public records and accounts of any SCA, to ensure ongoing compliance and enforcement of this ordinance. Additionally, pursuant to California Water Code §71601, IEUA may enter upon the private property of any person to investigate possible violations of this ordinance, including, but not limited to the verification of meter connections previously issued by IEUA to verify that no unauthorized or non-permitted meter change has occurred.

### **C. Penalty for Violation**

A SCA not in compliance with any portion of this Ordinance will be notified of the IEUA's intention of enforcement, with an explanation of the violation or infraction committed. A SCA notified shall have thirty (30) calendar days to respond before any action will be taken by the IEUA. However, no such notice to afford an opportunity to comply need be given in those instances in which the non-compliance may cause conditions dangerous and detrimental to public health, safety and welfare, or are in violation of State law or applicable section of the California Penal Code. These violations include, but are not limited to trespass, assault, water theft, cross connection, and water system damage.

## **SECTION 27 - JUDICIAL ENFORCEMENT REMEDIES**

### **A. Remedies Nonexclusive**

The remedies provided for in this Ordinance are not exclusive. The General Manager may take any, all, or any combination of these actions against a non-compliant user. Enforcement of pretreatment violations will generally be in accordance with IEUA's enforcement response plan. However, the General Manager may take other action against any user when the circumstances warrant. Further, the General Manager is empowered to take more than one enforcement action against any non-compliant user.

## SECTION 28 - EFFECTIVE DATE

Upon the effective date of this Ordinance No. 111, the Ordinance shall be in full force and effect immediately following its passage, approval, and publication, as provided by law. This Ordinance shall take effect on January 3, 2023.

**ADOPTED**, this 21<sup>st</sup> day of December, 2022.



---

Steven J. Elle  
President of Inland Empire Utilities  
Agency\*, and of the Board of Directors thereof

ATTEST:



---

Marco Tule  
Secretary of the Inland Empire Utilities  
Agency\* and the Board of Directors thereof

\*A Municipal Water District



**SCHEDULE “1”**

**LEGAL DESCRIPTION OF THE HILLWOOD PROPERTY**



### Legal Description

APNs: 0231-011-09-0-000, 0231-011-11-0-000, 0231-011-12-0-000, 0231-111-17-0-000, 0231-111-18-0-000, 0231-111-20-0-000, 0231-111-19-0-000, 0231-111-06-0-000 and 0231-111-10-0-000.

The Land referred to herein below is situated in unincorporated San Bernardino County, State of California, and is described as follows:

#### TRACT 1:

PARCEL B OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. PLLA-2022-00023B, AS DESCRIBED IN EXHIBIT "A" RECORDED DECEMBER 15, 2022 AS INSTRUMENT NO. 2022-0400429 AND AS INSTRUMENT NO. 2022-0400430 OF OFFICIAL RECORDS, AND RE-RECORDED ON AS INSTRUMENT NO. OF OFFICIAL RECORDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

ALL OF PARCELS 1, 2 AND THAT PORTION OF PARCEL 3 OF PARCEL MAP NO. 14723, AS SHOWN BY MAP ON FILE IN BOOK 179 OF PARCEL MAPS, AT PAGES 9 THROUGH 13, INCLUSIVE, THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING CERTIFICATE OF COMPLIANCE NO. 96-0110, LOT LINE ADJUSTMENT NO. W96-0012, RECORDED DECEMBER 6, 1996 AS DOCUMENT NO. 19960449838 IN OFFICIAL RECORDS, COUNTY OF SAN BERNARDINO, CALIFORNIA LYING WITHIN SECTIONS 9, 10, 15 AND 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN;

TOGETHER WITH ALL OF PARCEL 4 AND THAT PORTION OF PARCEL 4-3 OF PARCEL MAP NO. 14723, AS SHOWN BY MAP ON FILE IN BOOK 179 OF PARCEL MAPS, AT PAGES 9 THROUGH 13, INCLUSIVE, THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, BEING CERTIFICATE OF COMPLIANCE NO. 96-0111, LOT LINE ADJUSTMENT NO. W96-0012, RECORDED DECEMBER 6, 1996 AS DOCUMENT NO. 19960449839 IN OFFICIAL RECORDS, COUNTY OF SAN BERNARDINO, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 14723, AS SHOWN BY MAP ON FILE IN BOOK 179 OF PARCEL MAPS, AT PAGES 9 THROUGH 13, INCLUSIVE, THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 15 AND 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 6 OF SAID PARCEL MAP, SAID NORTHEAST CORNER ALSO BEING THE NORTHERLY TERMINUS OF LINE SEGMENT "L70" AS SHOWN ON SAID PARCEL MAP; THENCE NORTH 61°30'20" EAST, A DISTANCE OF 122.43 FEET FOR THE TRUE POINT OF BEGINNING;

THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 1222.10 FEET;  
THENCE SOUTH 77°46'43" WEST, A DISTANCE OF 613.67 FEET;  
THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 362.21 FEET;  
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 1126.69 FEET;  
THENCE NORTH 0°00'00" EAST, A DISTANCE OF 150.77 FEET;  
THENCE NORTH 90°00'00" WEST, A DISTANCE OF 958.51 FEET;  
THENCE NORTH 0°00'00" EAST, A DISTANCE OF 1333.11 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 1383.79 FEET;  
THENCE NORTH 0°00'00" EAST, A DISTANCE OF 178.35 FEET;

THENCE NORTH 60°37'22" EAST, A DISTANCE OF 86.33 FEET;  
THENCE NORTH 0°00'00" EAST, A DISTANCE OF 69.38 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 178.43 FEET;  
THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 59.75 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 482.32 FEET;  
THENCE NORTH 0°00'00" EAST, A DISTANCE OF 6.00 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 30.00 FEET;  
THENCE SOUTH 0°00'00" EAST, A DISTANCE OF 6.00 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 535.19 FEET FOR THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 14723, AS SHOWN BY MAP ON FILE IN BOOK 179 OF PARCEL MAPS, AT PAGES 9 THROUGH 13, INCLUSIVE, THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 15 AND 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 4; THENCE NORTH 0°06'53" EAST ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 899.56 FEET; THENCE SOUTH 89°36'47" EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 331.93 FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 753.94 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 71°24'19" WEST; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF PARCEL 4 AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 59°17'45", AN ARC DISTANCE OF 780.26 FEET; THENCE NORTH 77°53'26" EAST ALONG SAID WESTERLY LINE, A DISTANCE 166.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 613.11 FEET; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°28'03", AN ARC DISTANCE OF 37.10 FEET TO A POINT, A RADIAL LINE FROM SAID POINT BEARS NORTH 15°34'37" WEST; THENCE LEAVING SAID WESTERLY LINE, SOUTH 0°34'45" EAST, A DISTANCE OF 92.49 FEET; THENCE NORTH 89°25'18" EAST, A DISTANCE OF 504.06 FEET; THENCE NORTH 0°34'42" WEST, A DISTANCE OF 433.27 FEET; THENCE NORTH 89°25'18" EAST, A DISTANCE OF 75.00 FEET; THENCE NORTH 0°34'42" WEST, A DISTANCE OF 170.05 FEET TO A POINT OF CUSP WITH A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 886.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH 12°22'56" EAST; THENCE EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°34'55", AN ARC DISTANCE OF 565.69 FEET; THENCE NORTH 65°57'54" EAST, A DISTANCE OF 215.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 776.49 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°18'30", AN ARC DISTANCE OF 221.02 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 71.81 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 7°43'36" WEST; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 100°08'22", AN ARC DISTANCE OF 125.51 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 844.15, A RADIAL LINE FROM SAID POINT BEARS NORTH 87°35'14" WEST; THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°03'11", AN ARC DISTANCE OF 177.58 FEET; THENCE SOUTH 14°38'39" WEST, A DISTANCE OF 42.29 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 880.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°38'39", AN ARC DISTANCE OF 224.92 FEET; THENCE SOUTH 0°00'00" WEST, A DISTANCE OF 1128.42 FEET; THENCE SOUTH 5°42'38" WEST, A DISTANCE OF 120.60 FEET; THENCE SOUTH 0°00'00" WEST, A DISTANCE OF 177.90 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 72.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'04", AN ARC DISTANCE OF 113.10 FEET; THENCE NORTH 89°59'56" WEST, A DISTANCE OF 70.16 FEET TO THE BEGINNING OF TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 970.00 FEET; THENCE WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°53'40", AN ARC DISTANCE OF 455.32 FEET; THENCE NORTH 63°06'16" WEST, A DISTANCE OF 86.72 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE

SOUTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°40'00", AN ARC DISTANCE OF 497.36 FEET; THENCE SOUTH 89°13'45" WEST, A DISTANCE OF 1158.11 FEET; THENCE NORTH 00°06'53" EAST, A DISTANCE OF 508.81 FEET FOR THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF PARCEL 4 OF SAID PARCEL MAP NO. 14723 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 4; THENCE THE FOLLOWING FIVE (5) COURSES ARE ALONG THE SOUTHERLY LINE OF SAID PARCEL 4:

- 1) NORTH 89°37'01" WEST, A DISTANCE OF 751.78 FEET;
- 2) NORTH 0°05'11" WEST, A DISTANCE OF 27.89 FEET;
- 3) NORTH 51°51'30" WEST, A DISTANCE OF 127.71 FEET;
- 4) NORTH 0°27'33" WEST, A DISTANCE OF 154.78 FEET;
- 5) NORTH 89°33'10" EAST, A DISTANCE OF 727.68 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID SOUTHERLY LINE NORTH 0°26'50" WEST, A DISTANCE OF 34.08 FEET;  
THENCE NORTH 90°00'00" EAST, A DISTANCE OF 41.94 FEET;  
THENCE SOUTH 0°26'50" EAST, A DISTANCE OF 33.75 FEET TO SAID SOUTHERLY LINE OF PARCEL 4;  
THENCE SOUTH 89°33'10" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 41.93 FEET TO THE TRUE POINT OF BEGINNING.

TRACT 1A:

AN EASEMENT FOR INGRESS, EGRESS, THE INSTALLATION AND MAINTENANCE OF UTILITY LINES AND STORM DRAINS FACILITIES OVER, ACROSS AND UNDER THE REAL PROPERTY DESCRIBED AND DEPICTED IN EXHIBIT "A" IN A CORPORATION GRANT DEED RECORDED NOVEMBER 11, 1995 AS INSTRUMENT NO. 19950404550 OF OFFICIAL RECORDS, COUNTY OF SAN BERNARDINO, CALIFORNIA.

The Land referred to herein below is situated in unincorporated County of San Bernardino, State of California, and is described as follows:

PARCEL C OF CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. PLLA-2022-00023C, AS DESCRIBED IN EXHIBIT "A" RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0403059 OF OFFICIAL RECORDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4 OF PARCEL MAP NO. 14723, AS SHOWN BY MAP ON FILE IN BOOK 179 OF PARCEL MAPS, AT PAGES 9 THROUGH 13, INCLUSIVE, THEREOF, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, LYING WITHIN SECTIONS 15 AND 16, TOWNSHIP 1 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 4;  
THENCE NORTH  $0^{\circ}06'53''$  EAST ALONG THE WESTERLY LINE OF SAID PARCEL 4, A DISTANCE OF 899.56 FEET;

THENCE SOUTH  $89^{\circ}36'47''$  EAST ALONG SAID WESTERLY LINE, A DISTANCE OF 331.93 FOR THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 753.94 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $71^{\circ}24'19''$  WEST;

THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF PARCEL 4 AND ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $59^{\circ}17'45''$ , AN ARC DISTANCE OF 780.26 FEET;

THENCE NORTH  $77^{\circ}53'26''$  EAST ALONG SAID WESTERLY LINE, A DISTANCE 166.41 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 613.11 FEET;

THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $3^{\circ}28'03''$ , AN ARC DISTANCE OF 37.10 FEET TO A POINT, A RADIAL LINE FROM SAID POINT BEARS NORTH  $15^{\circ}34'37''$  WEST;  
THENCE LEAVING SAID WESTERLY LINE, SOUTH  $0^{\circ}34'45''$  EAST, A DISTANCE OF 92.49 FEET;

THENCE NORTH  $89^{\circ}25'18''$  EAST, A DISTANCE OF 504.06 FEET;  
THENCE NORTH  $0^{\circ}34'42''$  WEST, A DISTANCE OF 433.27 FEET;  
THENCE NORTH  $89^{\circ}25'18''$  EAST, A DISTANCE OF 75.00 FEET;  
THENCE NORTH  $0^{\circ}34'42''$  WEST, A DISTANCE OF 170.05 FEET TO A POINT OF CUSP WITH A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 886.00 FEET, A RADIAL LINE FROM SAID POINT BEARS NORTH  $12^{\circ}22'56''$  EAST;

THENCE EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $36^{\circ}34'55''$ , AN ARC DISTANCE OF 565.69 FEET;  
THENCE NORTH  $65^{\circ}57'54''$  EAST, A DISTANCE OF 215.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 776.49 FEET;  
THENCE NORTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $16^{\circ}18'30''$ , AN ARC DISTANCE OF 221.02 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 71.81 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH  $7^{\circ}43'36''$  WEST;  
THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF  $100^{\circ}08'22''$ , AN ARC DISTANCE OF 125.51 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE WESTERLY, HAVING A RADIUS

OF 844.15, A RADIAL LINE FROM SAID POINT BEARS NORTH  $87^{\circ}35'14''$  WEST;  
THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A  
CENTRAL ANGLE OF  $12^{\circ}03'11''$ , AN ARC DISTANCE OF 177.58 FEET;  
THENCE SOUTH  $14^{\circ}38'39''$  WEST, A DISTANCE OF 42.29 FEET TO THE BEGINNING  
OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 880.00 FEET;  
THENCE SOUTHWESTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE LEFT,  
THROUGH A CENTRAL ANGLE OF  $14^{\circ}38'39''$ , AN ARC DISTANCE OF 224.92 FEET;  
THENCE SOUTH  $0^{\circ}00'00''$  WEST, A DISTANCE OF 1128.42 FEET;  
THENCE SOUTH  $5^{\circ}42'38''$  WEST, A DISTANCE OF 120.60 FEET;  
THENCE SOUTH  $0^{\circ}00'00''$  WEST, A DISTANCE OF 177.90 FEET TO THE BEGINNING  
OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 72.00 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A  
CENTRAL ANGLE OF  $90^{\circ}00'04''$ , AN ARC DISTANCE OF 113.10 FEET;  
THENCE NORTH  $89^{\circ}59'56''$  WEST, A DISTANCE OF 70.16 FEET TO THE BEGINNING  
OF TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 970.00 FEET;  
THENCE WESTERLY, AND NORTHWESTERLY ALONG SAID CURVE, TO THE RIGHT,  
THROUGH A CENTRAL ANGLE OF  $26^{\circ}53'40''$ , AN ARC DISTANCE OF 455.32 FEET;  
THENCE NORTH  $63^{\circ}06'16''$  WEST, A DISTANCE OF 86.72 FEET TO THE BEGINNING  
OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET;  
THENCE NORTHWESTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A  
CENTRAL ANGLE OF  $27^{\circ}40'00''$ , AN ARC DISTANCE OF 497.36 FEET;  
THENCE SOUTH  $89^{\circ}13'45''$  WEST, A DISTANCE OF 1158.11 FEET;  
THENCE NORTH  $00^{\circ}06'53''$  EAST, A DISTANCE OF 508.81 FEET FOR THE TRUE POINT OF BEGINNING.

**ACTION  
ITEM**

**1C**

Date: July 27, 2023

To: Regional Technical Committee

From: Inland Empire Utilities Agency

Subject: Revised Request by Cucamonga Valley Water District (CVWD) for a Regional Connection Point to the Etiwanda Trunk Sewer Connection # CW-22 (Project No. EN0000000112)

---

### **RECOMMENDATION**

It is recommended that the Regional Technical Committee approve the request by the Cucamonga Valley Water District (CVWD) for a revised connection point to the Etiwanda Trunk Sewer (CVWD Regional Sewer Connection #CW-22).

### **BACKGROUND**

On February 24<sup>th</sup>, 2022, the Regional Technical Committee conditionally approved a connection to the Etiwanda Trunk Sewer at Station 50+12.73. On November 16, 2022, CVWD satisfied the conditional requirement of receiving the approved LAFCO resolution ratifying the annexation of the noted area for sewer service. On July 12, 2023 (Attachment A), the CVWD requested a revised connection point north of the original connection point at Station 199+63.52, through a new manhole located on the west side of the 36" Etiwanda Trunk Sewer. This change in connection point location is the result of a redesign of the sites sewer lateral from a gravity system to a pressure system.

The connection point will serve a warehouse and an office to be located north of Napa Street, south of Whittram Avenue, west of the San Sevaine Channel, and east of Etiwanda Avenue (ATTACHMENT "B"). The development encompasses approximately 33.4 acres for both buildings.

Average Dry Weather, Peak Dry and Peak Wet Weather Flows were provided by the CVWD. These revised flows are less than flows originally approved for the original connection request.

### **SUMMARY OF FLOW RATES UTILIZED**

CVWD Regional Connection CW-22:

Average Dry Weather Flow (ADWF) Rate =0.000498 MGD

Peak Dry Weather Flow (PDWF) Rate = 0.002605 MGD

Peak Wet Weather Flow (PWWF) Rate =0.003683 MGD

The hydraulic model was used to evaluate the Etiwanda Trunk Sewer to RP-4. The hydraulic analysis shows that the connections will not create a capacity deficiency within the noted collection system at buildout under PWWF. The Etiwanda Trunk has a d/D of 0.37 and flowrate of 14.21 MGD, just below the proposed connection. The full capacity of this 36-inch line is 49.94 MGD, leaving an available capacity of 35.73 MGD. Capacity to RP-4 is sufficient to meet the flows added by this development.

**ATTACHMENT A**

Cucamonga Valley Water District Request  
Received on July 12, 2023





Cucamonga Valley  
Water District

10440 Ashford Street, Rancho Cucamonga, CA 91730-2799  
P.O. Box 638, Rancho Cucamonga, CA 91729-0638  
(909) 987-2591 Fax (909) 476-8032

**John Bosler**  
Secretary / General Manager/CEO

July 12, 2023

Mr. Matthew Poeske  
Office Engineer  
Inland Empire Utility Agency  
6075 Kimball Avenue  
Chino, CA 91710

**Subject:** Amended Request for Regional Sewer Connection CW-22 (Project No. EN0000000112) to the 36-inch Trunk Sewer Located in Etiwanda Avenue at Napa Street from the east.

Dear Mr. Poeske,

The Cucamonga Valley Water District (District) is requesting a revised location for the Regional Point of Connection for the property on Napa Street in the City of Rancho Cucamonga, previously approved by the *IEUA/Regional Sewerage Program – Technical Committee* on February 24, 2022. The subject property seeking regional sewer connection is located at 13160 Napa Street (Building A) and 13120 Napa Street (Building B). The subject property consists of 33.42 overall development acreage where Building A consists of 24.75 acres and Building B consists of 8.67 acres. The request to tie-in at a revised location results from the existing utilities in Etiwanda that present construction and maintenance challenges with deep sewer installation. The revised tie-in location requested in this letter presents a more feasible design of the sewer system which can be constructed with conventional construction methods and better maintained by the maintenance department. Since IEUA's previous approval of the regional sewer connection request back in 2022, the property has completed the LAFCO Annexation process and is now annexed into the City' and CVWD's service area. The developer for the property has requested support to make a sewer connection to IEUA's sewer system at the revised location, which is identified below.

The District proposes to connect a new 8-inch VCP sewer main to a new IEUA manhole at **STA 199+63.52**, of the Etiwanda Trunk Sewer, within Etiwanda Avenue. Based on a modeled flow rate of 0.053567 million gallons per day (MGD), IEUA modeling from last year projected that it would not have a great impact on the flow capacity. The developer later confirmed the peak flow is closer to 0.029300 MGD and thus would have an even lower impact. The attached Flow Reports ("Plumber's Report") for their average daily flow (ADF) are even lower at 0.000743 MGD. IEUA performed hydraulic modeling using peaking for their system based on this ADF and determined a peak dry weather flow (PDWF) of 0.002605 MGD and peak wet weather flow (PWWF) of 0.003683 MGD. We have also attached revised sewer connection plans, a figure of the sewer tributary area, and a map showing the District boundary and the City of Rancho Cucamonga boundary in relation to the property of interest.

Please let us know if you need any additional information.

Thank you,

Eduardo Espinoza, PE  
Assistant General Manager  
Cucamonga Valley Water District

Attachments:

Bldg A Flow Report – Napa Speedway  
Bldg B Flow Report – Napa Speedway  
Hillwood Napa Sewer Exhibit

**Randall James Reed**  
President

**Mark Gibboney**  
Vice President

**James V. Curatalo, Jr.**  
Director

**Kevin Kenley**  
Director

**Jimmie Moffatt**  
Director

CUCAMONGA VALLEY WATER DISTRICT • P.O. BOX 638 • RANCHO CUCAMONGA, CA 91729-0638 • (909) 987-2591

Hillwood – Sewer Tributary Area  
CVWD-CRC Boundary Map

Copy: Tuan Truong, PE, Cucamonga Valley Water District  
Amanda Coker, PE, Cucamonga Valley Water District  
GulI Nawaz, PE, Cucamonga Valley Water District

*American*  
**CONTRACTORS, Inc.**  
**PLUMBING & PIPELINE**

American Contractors Inc  
404 W. Blueridge Ave.  
Orange, CA 92865  
Ph: 714-282-5700  
Fax: 714-282-5710

**"Plumbers Report"**

Project Address: 13160 Napa Street, Rancho Cucamonga CA

**A. Average Daily Flow Calculation**

1. Flow calculation based on 150 occupants
  - a. Office: 10,000 sf - 50 occ.
  - b. Warehouse: 490,648 sf - 99 occ.
  - c. Average Daily Flow = 498 Gallons Per Day

**Average Daily Flow**

	QTY	PER PERSON USE	TOTAL USES PER DAY	DURATION	FIXTURE GPF/GPM	GALLONS PER DAY
Water Closet (Female)	75	3	225	1	1.28	288
Water Closet (Male)	75	1	75	1	1.28	96
Urinal	75	2	150	1	0.125	19
Lavatory	150	3	450	0.25	0.5	56
Drinking Fountain	75	1	75	0.5	0.5	19
Mop Sink	1	1	1	10	1	10
Hose Bibb	1	1	1	2	5	10
<b>AVERAGE DAILY FLOW</b>						<b>498</b>

**B. Peak Dry Weather & Wet Weather Flow**

1. Plumbing Scope only includes inside the building premises. There are no known impacts of dry or wet weather inside the building to the estimated average daily flow.

  
Gilbert Wiggam  
President  
American Contractors Inc.





American Contractors Inc  
404 W. Blueridge Ave.  
Orange, CA 92865  
Ph: 714-282-5700  
Fax: 714-282-5710

### “Plumbers Report”

Project Address: 13120 Napa Street, Rancho Cucamonga CA

#### A. Average Daily Flow Calculation

1. Flow calculation based on 80 occupants
  - a. Office: 10,000 sf - 50 occ.
  - b. Warehouse: 140,266 sf - 29 occ.
  - c. Average Daily Flow = 275 Gallons Per Day

Average Daily Flow						
	QTY	PER PERSON USE	TOTAL USES PER DAY	DURATION	FIXTURE GPF/GPM	GALLONS PER DAY
Water Closet (Female)	40	3	120	1	1.28	154
Water Closet (Male)	40	1	40	1	1.28	51
Urinal	40	2	80	1	0.125	10
Lavatory	80	3	240	0.25	0.5	30
Drinking Fountain	40	1	40	0.5	0.5	10
Mop Sink	1	1	1	10	1	10
Hose Bibb	1	1	1	2	5	10
AVERAGE DAILY FLOW						275

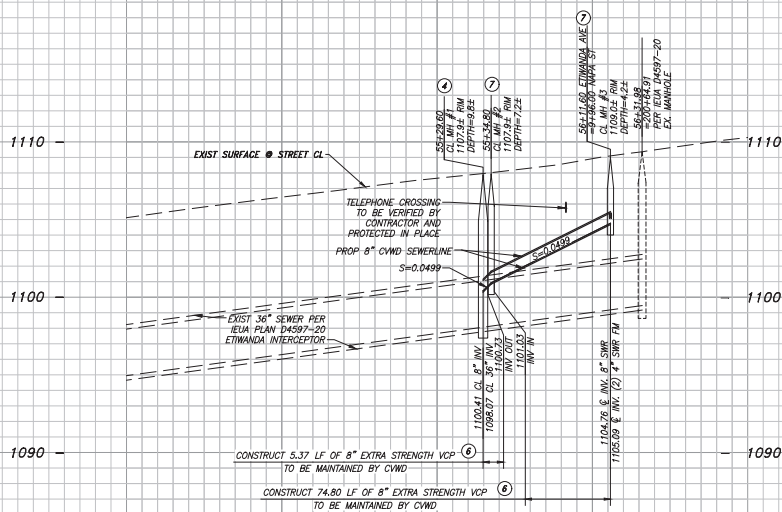
#### B. Peak Dry Weather & Wet Weather Flow

1. Plumbing Scope only includes inside the building premises. There are no known impacts of dry or wet weather inside the building to the estimated average daily flow.

  
Gilbert Wiggam  
President  
American Contractors Inc.



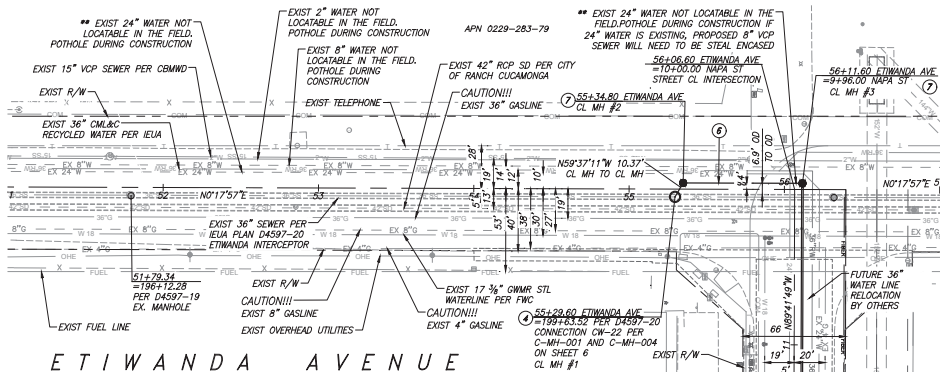




- NOTES TO CONTRACTOR**
1. CONTRACTOR TO VERIFY LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION
  2. CONTRACTOR SHALL PROTECT ALL UTILITIES IN PLACE UNLESS OTHERWISE NOTED.

**PROFILE SCALES**  
 HORIZ. 1"=40'  
 VERT. 1"=4'

51 52 53 54 55 56 57



**ETIWANDA AVENUE**

**CONSTRUCTION NOTES**

1. INSTALL 4" PROTECTO 401 EPOXY LINED DIP SEWER PIPE W/ MEGALUG (SERIES 1700) OR APPROVED EQUAL
2. INSTALL 72" VCP SEWER MANHOLE PER IEUA STD C-MH-001 W/ MH COVER C-MH-004 STD SWG NO 302
3. 8" EXTRA STRENGTH VCP SEWER PIPE PER CVD STANDARDS
4. 48" SEWER MANHOLE PER CVD STD DWG NO 204 A&B

**NAPA STREET  
 SEE SHEET 3**

**\*\* NOTE: IF 24" WATER IS EXISTING, PROPOSED 8" VCP SEWER WILL NEED TO BE STEAL ENCASED**

**Underground Service Alert**  
 Call: TOLL FREE  
**811**  
 WWW.CALL811.COM  
 TWO WORKING DAYS BEFORE YOU DIG

**BENCHMARK:**  
 NGS #700 21 RESET (PID #X2227)  
 ELEVATION = 1136.15' (NAVD 88)

CONVERSION FACTOR FROM NAVD 88 TO NGVD 29 = -2.55 FEET.

PREPARED UNDER THE SUPERVISION OF:  
 SCOTT R. HILDEBRANDT

**ENGINEERING CONSULTANTS**  
 3788 MCGRAW STREET  
 RIVERSIDE, CA 92504  
 PH: (951) 686-1070  
 FAX: (951) 788-1256



DATE APPROVED:

TUAN TRUONG PE  
 ENGINEERING MANAGER  
 CUCAMONGA VALLEY WATER DISTRICT



19446 ASH-FORD STREET  
 RANCHO CUCAMONGA, CA 91709 (951) 987-5591

DESIGNED BY:	DRAWN BY:	CHECKED BY:
RC	ORT	CVD/TM
SCALE:	WORK ORDER NO.:	ATLAS:
AS SHOWN	DP 23012	GRID 2713

**CUCAMONGA VALLEY WATER DISTRICT**

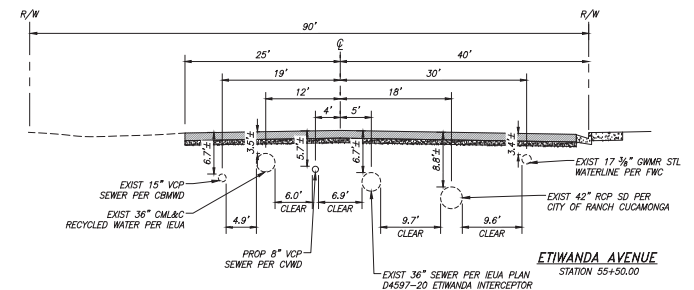
**SPEEDWAY COMMERCE CENTER  
 SEWER IMPROVEMENT PLANS**

**ETIWANDA AVENUE - STA 50+12.73 TO 56+00.60**

**SHEET**

CVD/USE ONLY

OF 2 SHEETS **6**



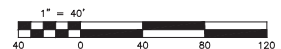
**INLAND EMPIRE UTILITIES AGENCY\***  
**\*A Municipal Water District**  
 6075 Kimball Avenue  
 Chino, California 91708  
 Telephone (909) 953-1600

PROJECT NAME: CW-22-ETIWANDA AND NAPA

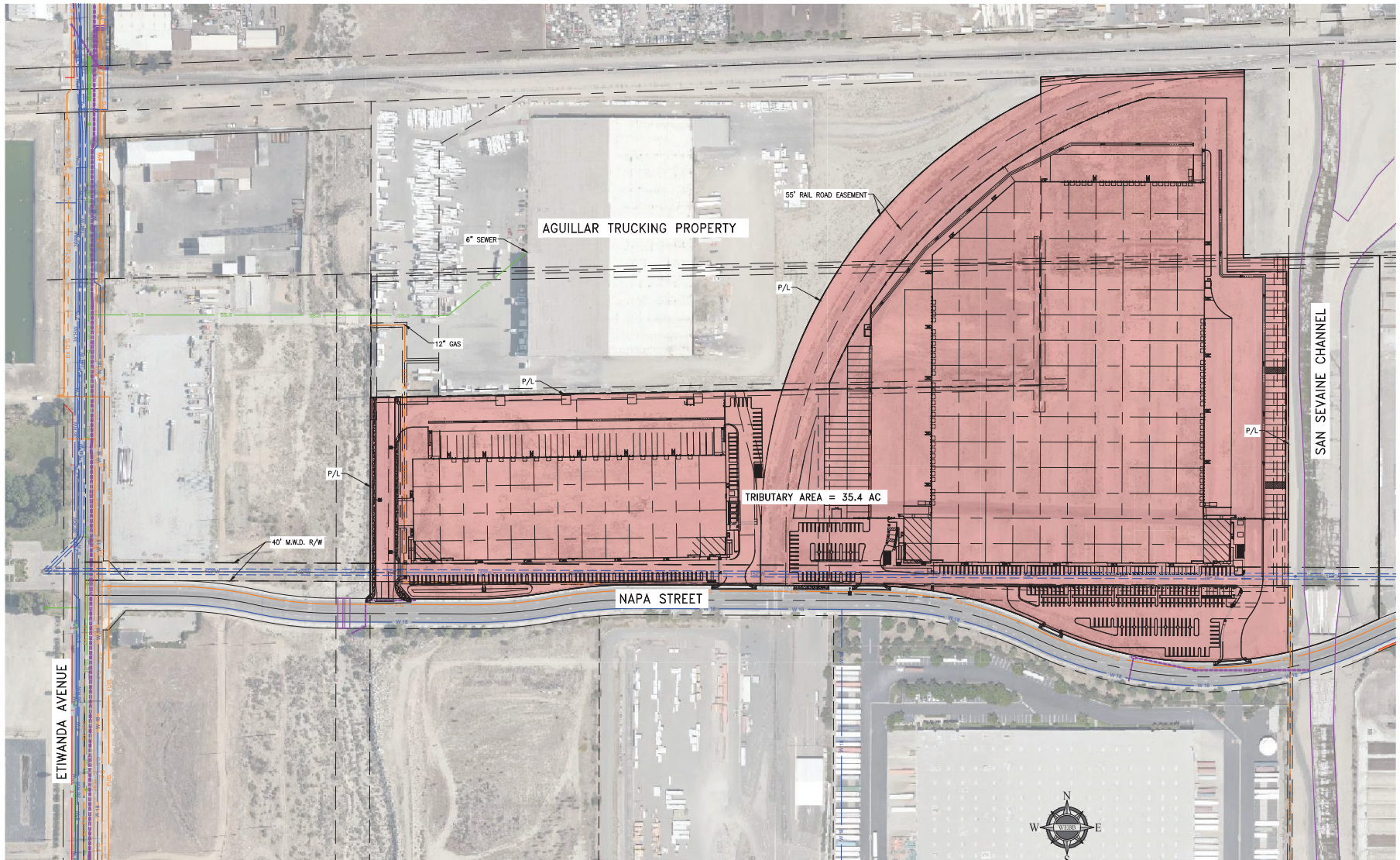
PROJECT NO: EN0000000112

REVIEWED BY: Matthew A. Poeschl #515  
 Matthew A. Poeschl, IEUA Senior Engineer

DRAWING NO: D4762

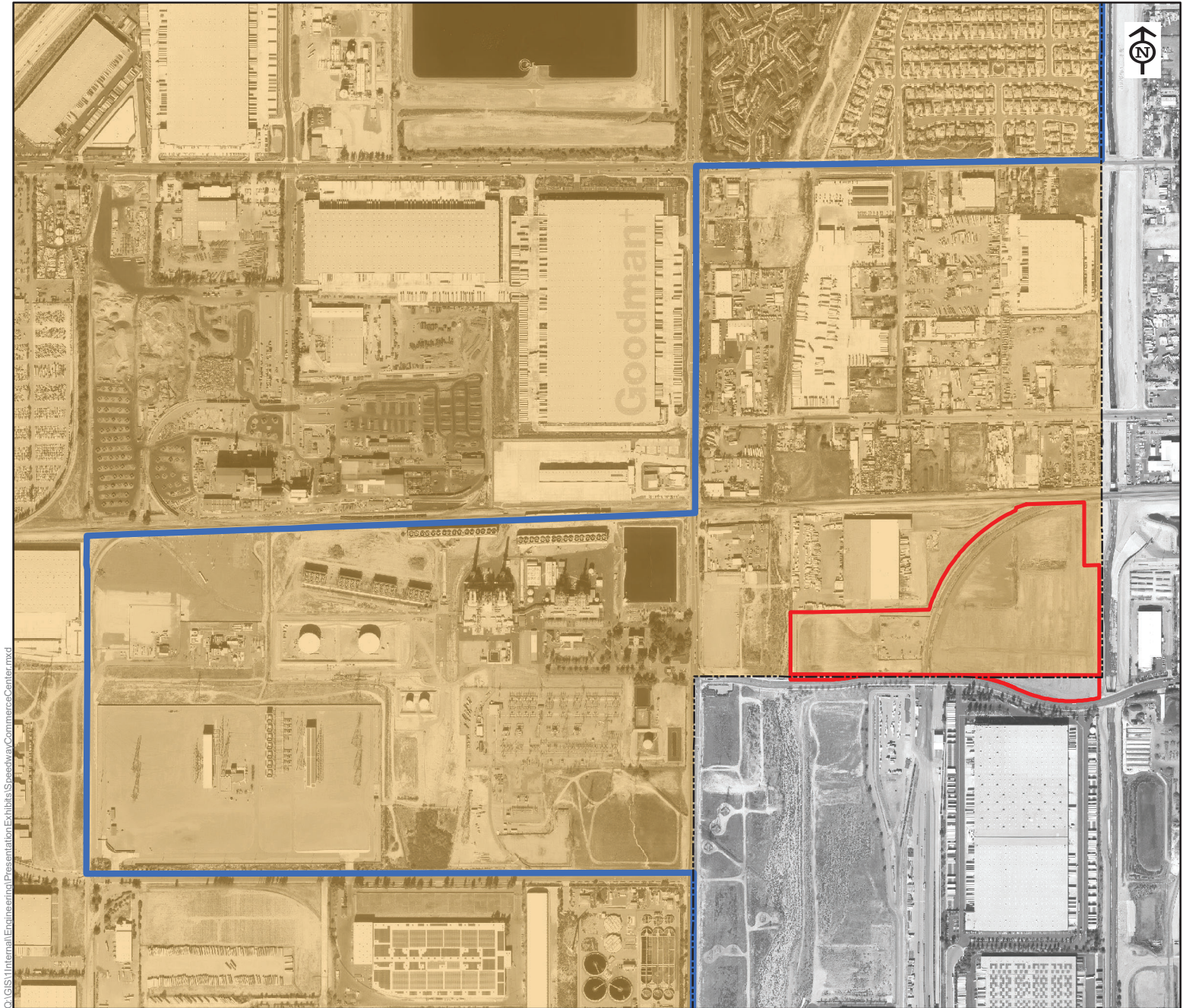


FW-2020-22-0046 DRAWINGS PLAN SHEETS 20-0046 SEWER-SHEET 6W 7/10/2023 4:11:05 PM

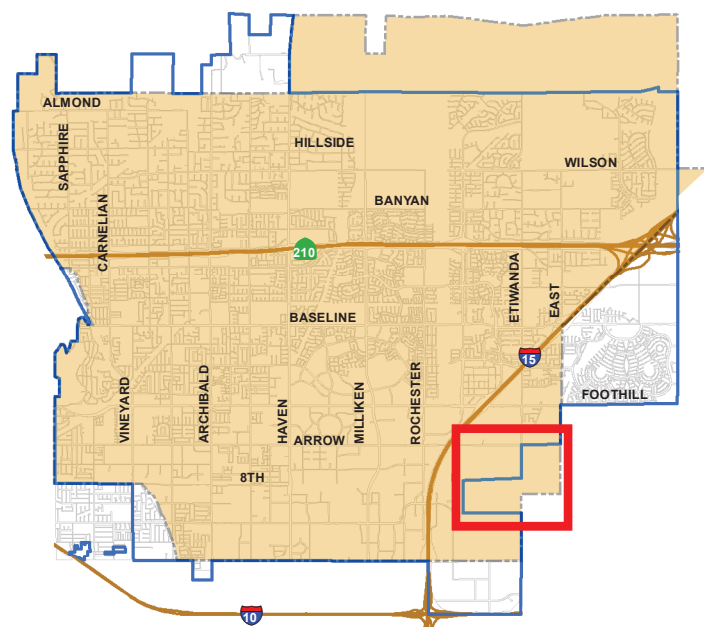


# HILLWOOD – SEWER TRIBUTARY AREA





Q:\GIS\Internal\Engineering\Presentation\Exhibits\SpeedwayCommerceCenter.mxd



**VICINITY MAP**

**INDEX MAP**  
NOT TO SCALE

- Project Site
- CVWD Boundary
- City of Rancho Cucamonga Boundary

## SPEEDWAY COMMERCE CENTER

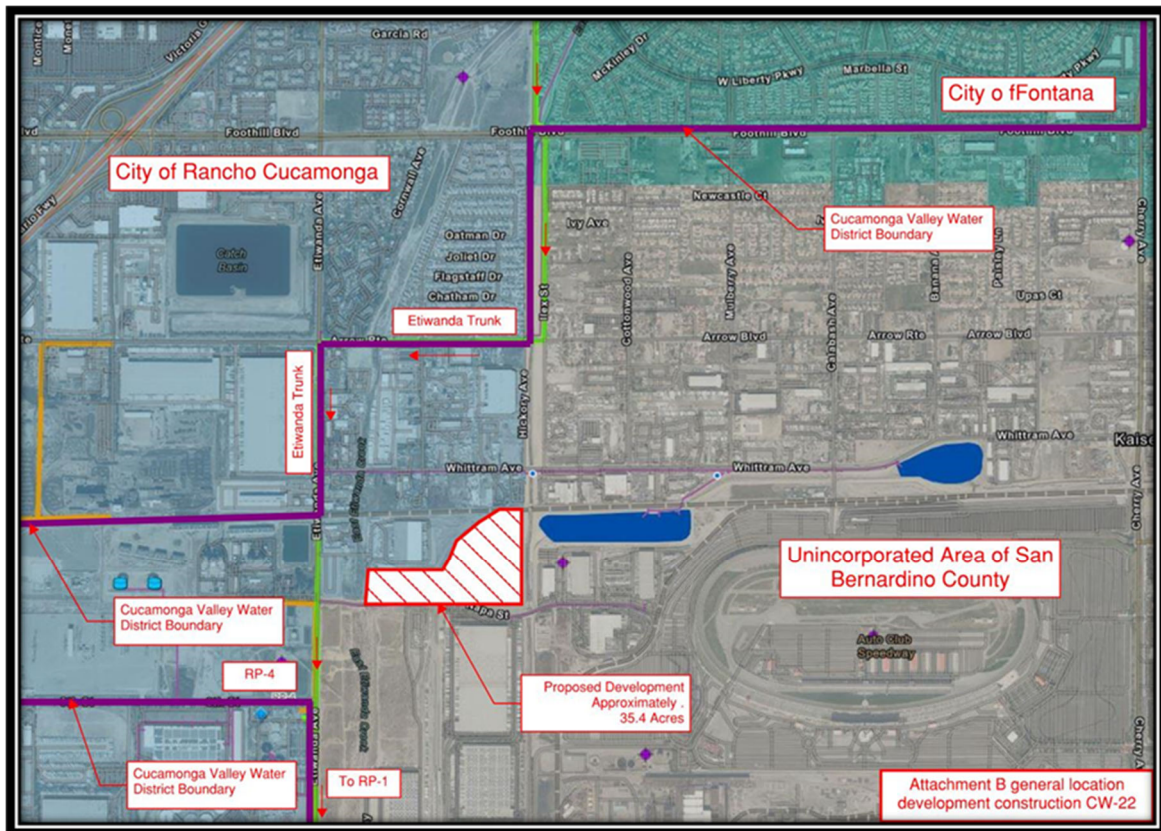


Service Beyond Expectation

**ATTACHMENT B**  
General Location for Connection CW-22



PWWF=0.003683 MGD



**INFORMATION  
ITEM**

**2A**



# Operations & Maintenance Department Quarterly Update

Lucia Diaz

Manager of Facilities & Water System Programs

July 2023



# Facilities & Water System Programs

- Unit Overview
  - Facilities Management
    - Facility Services
    - Security
    - Fleet Management
    - Hazardous Waste Management
  - Groundwater Recharge & Recycled Water
  - Sewer Collection Management





# Operational Challenges Increasing

- Fats, Oils & Grease

- Additional cleaning at the regional plants
- Wet well cleaning due to grease build up
- Equipment failures due to the rags
- Time away from pipeline inspections and cleaning





# Operational Challenges

- Security Incidents
  - 1158 Reservoir Security Breach
  - Theft at HQ-B Utility Truck
  - Two theft incidents at RP-2 for catalytic converters
  - Theft at Carbon Canyon HVAC Van
  - Vandalism in HQ-B parking lot



# Operational Challenges

- Fleet Management
  - Procuring of vehicles
  - CARB
  - Outsourced new F-550 in Arizona
  - Submitted RFP for 6 Heavy Equipment vehicles (no response)





# Mutual Aid Partners Update

- Class instruction
  - Expectations of responders
  - Calculations of spills
- Received 6 hours of CEUs
- Sanitary Sewer Overflow (SSO) Simulations
- New WDR Categories for spills
- Lunch hosted by City of Ontario
  - Vendor booths
- A total of 10 agencies from the Inland Empire Region





# Mutual Aid Partners



Class sessions



Simulation



Simulation



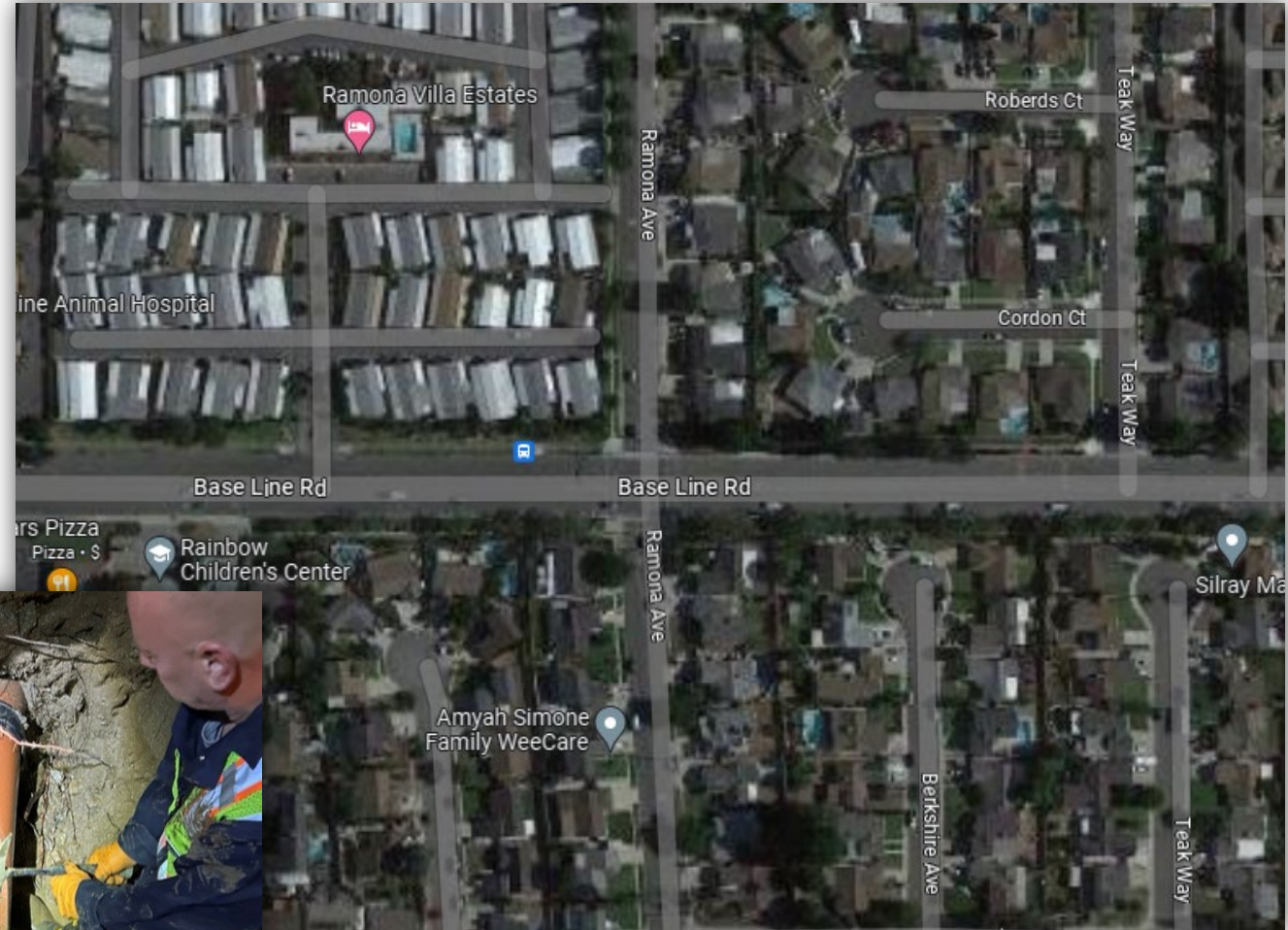
# Mutual Aid Event Video





# Mutual Aid Support

- June 8, 2023 – Provided mutual aid support to Cucamonga Valley Water District (CVWD)
  - A sewer line break off Ramona and Baseline shutting down the community's water and began investigating the potential causes.





# Thank you to our partners!



**RECEIVE AND FILE**

**3A**



# Building Activity Report - YTD Fiscal Year 2022/23



## Legend

- Service Area
- Unincorporated

## Residential

- <=1.0
- 1.0 - 10.0
- >10.0

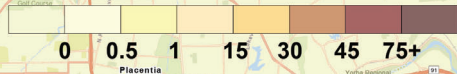
## Commercial

- <=1.0
- 1.0 - 10.0
- >10.0

## Industrial

- <=1.0
- 1.0 - 10.0
- >10.0

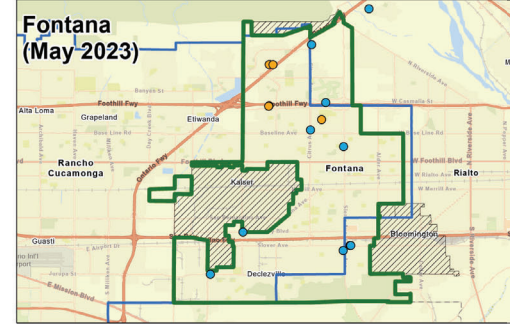
## HALF MILE GRID: TOTAL EDU's (YTD)



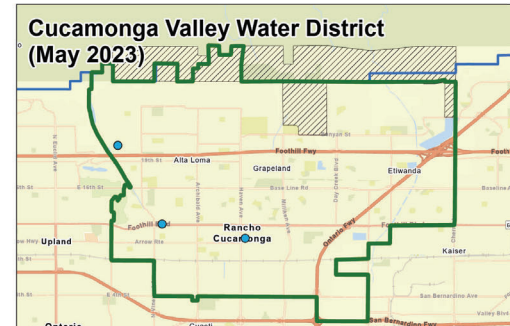
## TOTAL EDU BY WASTEWATER CONNECTION-TYPE (YTD)

Contracting Agency	YTD Actual				Projected
	Commercial (EDUs)	Industrial (EDUs)	Residential (EDUs)	Total (EDUs)	Total (EDUs)
Chino	45	0	80	125	434
Chino Hills	32	0	2	34	19
CVWD	50	0	25	75	2050
Fontana	90	2	506	598	962
Montclair	19	2	0	21	474
Ontario	142	152	1047	1342	3780
Upland	17	0	74	91	340
Total	396	157	1734	2287	8059

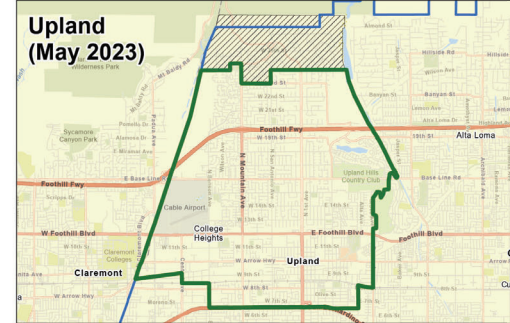
## Fontana (May 2023)



## Cucamonga Valley Water District (May 2023)



## Upland (May 2023)



## Montclair (May 2023)

