



AGENDA

REGULAR STUDY SESSION November 16, 2022 9:00 AM

DIRECTORS PRESENT: Burke ☐ Edmondson ☐ Morris ☐ Ryan ☐ Williams ☐

PUBLIC COMMENTS

Members of the public may make comments in-person, virtually, or submit a Public Comment Request Form located at <https://www.evmwd.com/evmwd-publiccomment>, no less than one hour prior to the posted start time of the meeting. Comments shall be made in an orderly manner and profanity, slanderous, or abusive language will not be tolerated. Please note, individuals have a limit of three (3) minutes to make comments and will have the opportunity when called upon by the presiding officer.

DISCUSSION ITEMS

1. Master Services Agreement with Avidex Industries, LLC
2. Mayhew Well Construction Agreement and Land Exchange Agreement
3. Strategic Plan Quarterly Update
4. Capital Improvement Program Update
5. Project Updates/Change Orders
6. Board Committee Updates
7. Other
8. Adjournment

In the interest of public health and safety, this meeting will be conducted in accordance with provisions of the Brown Act and Assembly Bill 361. Participants who would like to join this meeting remotely can do so in one of the following ways:

For Online Participation:

Go to: www.zoom.us/join
Enter Meeting ID: 898 1961 2417
Meeting Password: 92530

For Call-in Only:

Call: (720) 707 2699
Enter Meeting ID: 898 1961 2417
Meeting Password: 92530

To request a disability-related modification or accommodation regarding agendas or attendance, contact Terese Quintanar, at (951)674-3146, extension 8223 at least 48 hours before the meeting.



STUDY SESSION
DISCUSSION OUTLINE

Date: November 16, 2022

Originator: Darryn Flexman- IT

Subject: MASTER SERVICES AGREEMENT WITH AVIDEX INDUSTRIES, LLC

STRATEGIC GOAL

Maintain and Upgrade Infrastructure
Maintain and Upgrade Technology
Strengthen District Security

BACKGROUND AND RECOMMENDATION

In 2016 the District entered into a Master Services Agreement (MSA) with Avidex Industries, LLC (Avidex), formerly known as Digital Networks Group, for audio-visual services and support. Previously completed projects include:

- Control Room upgrades & video wall implementation
- AV installation in the maintenance building
- AV upgrade to all conference rooms in the Admin building
- AV system installation in the District's lobby
- Board Room audio and visual upgrades

Avidex has specialized expertise and knowledge of the District's infrastructure and network capabilities. Additionally, the Board Room AV system contains proprietary programming supported by Avidex in order to display agenda items during Board meetings.

The proposed agreement is for a five-year service plan and as-needed task orders. The annual fee for the service plan is \$16,744, and includes:

- Service Help Desk Monday through Friday 8:00 AM to 5:00 PM (except holidays)
 - a. Respond within four business hours
 - b. Administer repair process for defective or broken equipment
- On-site support
 - a. Assistance from Field Support Engineer within two business days

- b. Troubleshoot system and attempt to resolve issue
- Preventative Maintenance
 - a. Conduct periodic maintenance of audiovisual system including system check, cleaning, and tweaking of all appropriate equipment
 - b. Provide system operations training session upon request

Staff recommends renewing the MSA with Avidex as a sole source vendor. The MSA, as defined in the Administrative Code Section 1505(f), is the preferred method for vendors that shall be utilized on an ongoing basis for services pertaining to critical Facilities and IT systems. Avidex has agreed to the District's terms and conditions, and each project shall be issued a Task Order which includes a scope of work and quote for services. Task orders shall be approved on an individual basis as outlined in Section 1502 of the Administrative Code.

Staff plans to bring this item to the November 22, 2022 Board Meeting to recommend the approval of a Master Services Agreement with Avidex for a five-year term.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Within Budget – Yes. All costs associated with the service plan and as-needed task orders, will be charged to previously budgeted maintenance agreement accounts.

Attachments:

None.



STUDY SESSION
DISCUSSION OUTLINE

Date: November 16, 2022

Originator: M. Armstrong- Strategic Programs

Subject: REVIEW MAYHEW WELL CONSTRUCTION AGREEMENT
AND LAND EXCHANGE AGREEMENT

STRATEGIC GOAL

Maintain and Upgrade Infrastructure
Optimize and Diversify Water Sourcing

BACKGROUND AND RECOMMENDATION

The District owns and operates the Mayhew Well, one of two wells which serves the Temescal Division customers. The well is almost at the end of its useful life, and the District has planned and budgeted for drilling a new well to replace the existing well.

Chandler Mayhew, LLC (“Chandler”) and Mayhew Land Company, LLC (“MLC”) own the property where the existing Mayhew Well is located, and Chandler/MLC operates an aggregate mining and processing operation on the property that Chandler/MLC owns.

Werner Family Properties, LLC (“WFP”) owns the property adjacent to the existing Mayhew Well, and Werner Corporation (“Werner Corp.”) operates an aggregate mining and processing operation on the property that WFP owns adjacent to the Existing Mayhew Well.

Both Chandler/MLC and Werner Corp. have long-term plans to continue their respective mining operations as permitted, and the location of the Existing Mayhew Well conflicts with these plans. Staff worked with Werner Corp. and WFP to identify an alternative location that’s suitable for drilling the new well. The new Mayhew Well Location is also owned by Chandler/MLC. As part of the Land Exchange agreement, this property will be transferred to EVMWD. There are also two other properties owned by EVMWD which are surrounded by Chandler/MLC’s mine operations that are no longer useful to EVMWD. The properties exchanged in the agreement are shown on the following page. The location of the parcels is shown on the location map identified as Exhibit A.

Parcels to be transferred from EVMWD to Chandler/MLC:

<u>Parcel #</u>	<u>Description of Parcel</u>	<u># of Acres</u>
1	Station 71	0.23
2	Old Well Location	0.23
3	Old Well Location	<u>0.22</u>
Total		0.68

Parcels to be transferred from Chandler/MLC to EVMWD:

<u>Parcel #</u>	<u>Description of Parcel</u>	<u># of Acres</u>
1	Station 71	0.34
2	New Mayhew Well	<u>0.34</u>
Total		0.68

The Land Exchange agreement provides for the exchange of properties that's mutually beneficial to all parties. The additional space for Mayhew and Station 71 well sites will accommodate an additional treatment facility if required in the future. The Land Exchange agreement also provides for the exchange of easements for pipelines to the wells and the distribution system.

As part of the Well Construction agreement, WFP/Werner Corp. will provide the following:

- \$600,000 towards the cost of the new well
- Relocation private road to access the new well
- Water discharge locations and allow for flushing
- Aggregate materials
- Traffic control plans
- Construction parking
- Erosion Control
- Installation of noise suppression barriers
- Disposal of aggregate materials
- Removal of existing above grade facilities and equipment
- Fencing for the new well site

The Well Construction agreement mitigates a portion of the cost of drilling the new Mayhew well for EVMWD, which is currently estimated at \$5,000,000. After the agreements are executed, the estimated completion of the project is four years.

Staff plans to present this item to the Board for consideration of approval on December 8, 2022.

ENVIRONMENTAL WORK STATUS

Not Applicable

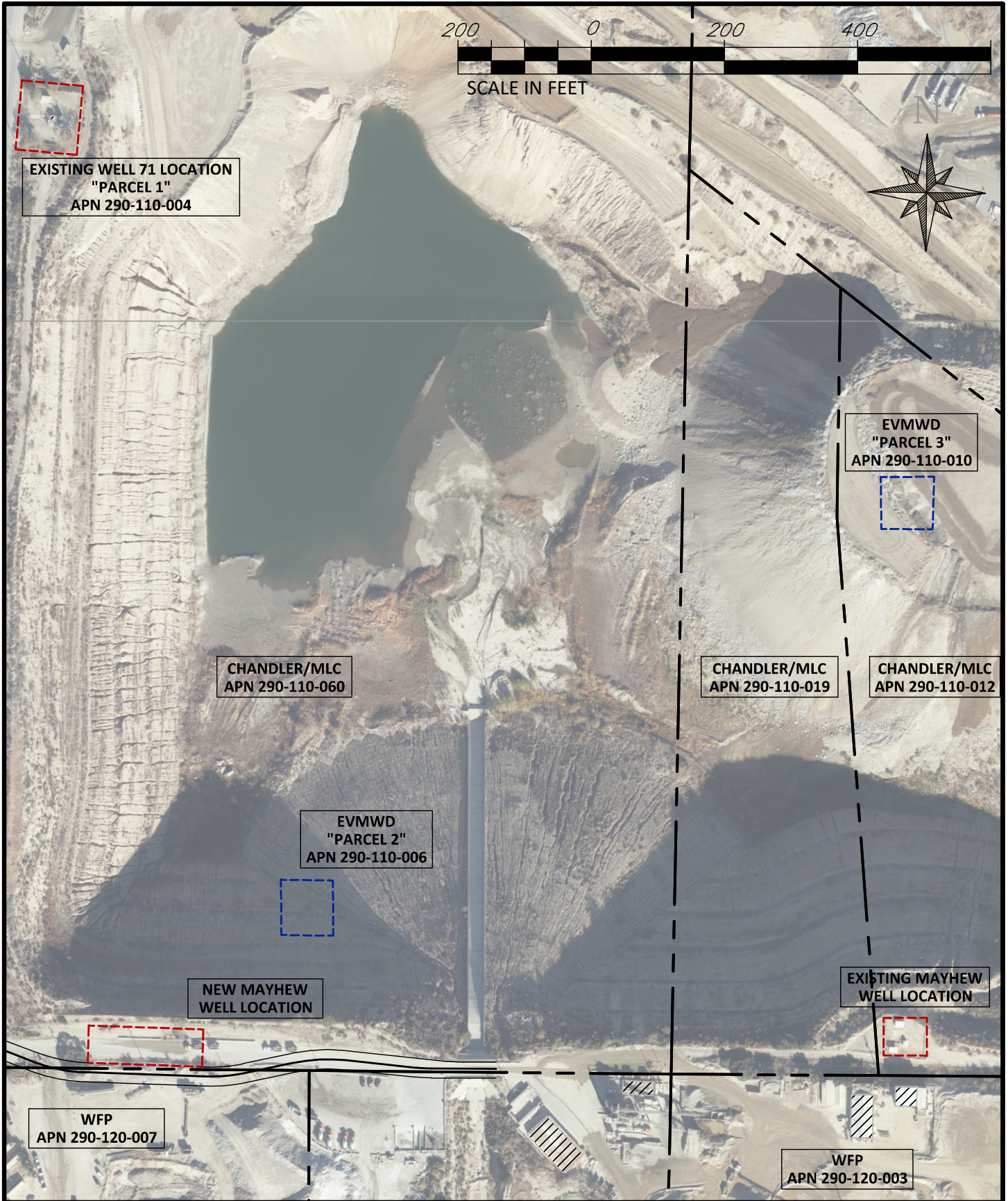
FISCAL IMPACT




Not Applicable

Attachments:

Exhibit A – Location Map
Land Exchange Agreement
Well Construction Agreement

EXHIBIT A - LOCATION MAP



-  PARCEL BOUNDARY
-  EXISTING/NEW WELL LOCATIONS
-  EXISTING EVMWD PARCELS

DATE: APRIL 11, 2022



24980 Maitri Rd.
 Temescal Valley, CA 92883
 Office: (951) 277-3900 Fax: (951) 277-3339

MAYHEW WELL LAND EXCHANGE AGREEMENT

between

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

a public agency

and

CHANDLER MAYHEW, LLC

a California limited liability company

and

MAYHEW LAND COMPANY, LLC

a California limited liability company

AGREEMENT REGARDING MAYHEW WELL LAND EXCHANGE

This Agreement Regarding the Exchange of Land for the Mayhew Well (“Agreement”) is entered into as of the ____ day of _____, 2022 by and between Elsinore Valley Municipal Water District, a public agency, (“EVMWD”), Chandler Mayhew, LLC, a Delaware limited liability company as a 50% Tenant in Common (“Chandler”) and Mayhew Land Co., LLC, a Delaware limited liability company as a 50% Tenant in Common (“MLC”). Chandler and MLC are referred to collectively herein as “Chandler/MLC”. EVMWD, Chandler and MLC are referred to collectively herein as “Parties”.

RECITALS

A. EVMWD owns and operates the Mayhew Well (the “Existing Mayhew Well”), which is located on land owned by Chandler/MLC and located in the County of Riverside. The Existing Mayhew Well is more particularly described in **Exhibit A**, “Existing Mayhew Well Location,” attached hereto and incorporated herein by reference. Although the Existing Mayhew Well is located on land owned by Chandler/MLC, the Existing Mayhew Well is fenced-off and secured, and Chandler/MLC has had no constructive or actual control over or occupancy of the Existing Mayhew Well Location since the EVMWD installed the Existing Mayhew Well.

B. EVMWD has plans to drill a new well (“New Well”) to replace the Existing Mayhew Well, as the Existing Mayhew Well is almost at the end of its useful life. Chandler and MLC own as tenants in common the property around the Existing Mayhew Well, and Chandler/MLC operate an aggregate mining and processing operation on the property that Chandler/MLC owns around the Existing Mayhew Well. Werner Family Properties, LLC (“WFP”) owns the property adjacent to the Existing Mayhew Well, and Werner Corporation operates an aggregate mining and processing operation on the property that WFP owns adjacent to the Existing Mayhew Well. WFP and Werner Corporation are hereafter referred to as “Werner”. Chandler/MLC and Werner have long term plans to expand their respective mining operations, and the location of the Existing Mayhew Well potentially conflicts with these plans. In order to relocate the Existing Mayhew Well to the New Well Location, the private access road adjacent to the New Well Location (“Private Road”) must be realigned. Werner owns the property on which the Private Road realignment would be constructed. Construction of the New Well and realignment of the Private Road are referred to collectively herein as “the Project”. The New Well Location is more particularly described in **Exhibit B**, “New Mayhew Well Location”, attached hereto and incorporated herein by reference.

C. Chandler/MLC’s mine operations also surround three parcels owned by EVMWD located within two larger parcels (“Parent Parcel A” and “Parent Parcel B”) owned by Chandler and MLC as tenants in common. “Parcel 1” is identified as Assessor’s Parcel Number (“APN”) 290-110-004 and consists of approximately 0.24 acres. “Parcel 2” is identified as APN 290-110-006 and consists of approximately 0.23 acres. “Parcel 3” is identified as APN 290-110-010 and consists of approximately 0.22 acres. The three

parcels are more particularly described in **Exhibit C**, “EVMWD Parcels”, attached hereto and incorporated herein by reference. The parcels are referred to herein as the “EVMWD Parcels”. Parent Parcel A, identified as APN 290-110-060, surrounds Parcel 1 and Parcel 2. Parent Parcel B, identified as APN 290-110-012, surrounds Parcel 3.

D. In addition to the EVMWD Parcels, EVMWD also owns easements for various purposes, including but not limited to, access, water pipelines and utility lines as described and depicted in **Exhibit G** (collectively, the “Existing Easements”). The Existing Easements are located the land owned by Chandler/MLC.

E. EVMWD also operates an existing well located on Parent Parcel A, known as the “Station 71 Well”. The Station 71 Well Location is more particularly described in **Exhibit D**, “Station 71 Well Location”, attached hereto and incorporated herein by reference. EVMWD does not presently own the Station 71 Well Location. The Station 71 Well Location comprises approximately 0.34 acres within Parent Parcel A (which, as noted, is owned by Chandler and MLC as tenants in common). The New Well Location and the Station 71 Well Location are referred to collectively herein as the “New Well/Station 71 Locations”.

F. The purposes of this Agreement are to: (1) to convey the Station 71 Well Location from Chandler/MLC to EVMWD; (2) to convey the New Well Location from Chandler/MLC to EVMWD; (3) to convey Parcels 1, 2, and 3 from EVMWD to Chandler/MLC; (4) to relinquish any rights or claims over, across and under the Existing Mayhew Well Location; and (5) to grant a new pipeline easement serving the New Well Location, while concurrently having EVMWD relinquish all Existing Easements and infrastructure on the WFP and Chandler/MLC parcels that do not directly serve the Station 71 Well or New Well. The Parties are executing, concurrent with this Agreement, a separate agreement titled “Agreement Regarding Mayhew Well Construction Agreement” (“Construction Agreement”), governing the Parties’ respective share of costs and obligations for designing, constructing, and installing the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Recitals Incorporated. The Recitals set forth above are incorporated into and are made a part of this Agreement.
2. Effective Date. This Agreement shall not become effective until the date (“Effective Date”) on which this Agreement and the companion agreement, the Construction Agreement, have both been approved by the Board of Directors of EVMWD and executed by the appropriate authorities of EVMWD and the parties to this Agreement, and by the appropriate authorities of EVMWD and the parties to the Construction Agreement.
3. Prior Agreements. This Agreement supersedes and replaces any and all previous agreements between the Parties and their predecessors, if any.
4. Construction and Installation of Project. The construction and installation of the Project shall be governed by the Construction Agreement.

5. Mutual Conveyances.

5.1 Chandler/MLC to EVMWD. Chandler/MLC agree to convey to EVMWD the New Well Location, as more particularly described in **Exhibit B**, and the Station 71 Well Location, as more particularly described in Exhibit D. Conveyance shall be effected by grant deed in the form set out in **Exhibit E** hereto, free and clear of all covenants, conditions, restrictions, reservations, easements, and liens for taxes and assessments not yet payable. This conveyance shall be subject to a right of first refusal (“ROFR”) in Chandler/MLC’s benefit, as specified in Paragraph 13 herein below.

5.2 EVMWD to Chandler/MLC. EVMWD agrees to convey to Chandler and MLC, as tenants in common, Parcel 1, Parcel 2, and Parcel 3, as more particularly described in Exhibit C. Conveyance shall be effected by grant deed in the form set out in **Exhibit F** hereto, free and clear of all covenants, conditions, restrictions, reservations, easements and liens for taxes and assessments not yet payable.

5.3 Pipeline Easement. EVMWD agrees to quitclaim to Chandler/MLC the Existing Easements in the form set out in **Exhibit H** hereto. Chandler/MLC agree to grant to EVMWD a new pipeline easement (the “New Pipeline Easement”) benefiting the New Well Location, in the form set out in **Exhibit I** hereto. The New Pipeline Easement shall be subject to the ROFR.

5.4 Existing Mayhew Well Location. EVMWD agrees to quitclaim to Chandler/MLC any right or claim of right across, over, or on the Existing Mayhew Well Location in the form set out in **Exhibit J** hereto. EVMWD shall abandon the Existing Mayhew Well according to the terms of the Construction Agreement.

6. Value of Property. The real properties and interests in real property to be conveyed pursuant to this Agreement are deemed to be of equal fair market value. No cash or other value offset is due or required from any party to this Agreement in order to effectuate the transactions contemplated herein.

7. Escrow.

7.1 Opening of Escrow. The exchange of real properties and interests in real property contemplated in this Agreement shall be consummated by means of an escrow, which is to be opened with Debbie Leonard at Old Republic Title Co. (“Escrow Holder”), located at 101 N. Brand Boulevard, 14th Floor, Glendale, CA 91203, Telephone (800) 228-4853 within five (5) working days following execution of this Agreement.

7.2 Escrow Instructions. This Agreement constitutes the escrow instructions to Escrow Holder. Any supplemental instructions given to Escrow Holder shall be consistent with the terms of this Agreement.

7.3 Close of Escrow; Closing Date. “Closing,” “Closing Date” and the “Close of Escrow” each mean the date upon which the conveyances described in this Agreement are recorded with the Riverside County Recorder. Close of Escrow shall occur no later than [REDACTED], 2022 (the “Scheduled Closing Date”).

7.4 Conditions to Close of Escrow. The Close of Escrow is subject to satisfaction of the following conditions:

a. Chandler/MLC shall have delivered to the Escrow Holder each of the items specified in Paragraph 7.5, and EVMWD shall have delivered to the Escrow Holder each of the items specified in Paragraph 7.6; and

b. The Escrow Holder shall have produced title reports showing that the real properties and interests in real property being conveyed pursuant to this Agreement are free and clear of all covenants, conditions, restrictions, reservations, easements, and liens for taxes and assessments not yet payable.

c. Title Insurance. The title insurance policies issued at the Close of Escrow shall be specified by the respective parties hereto, and each party shall bear the costs of its requested polity of title insurance.

7.5 Deliveries to Escrow by Chandler/MLC. Prior to Closing, Chandler/MLC shall deliver into Escrow the following items:

a. Agreement. This Agreement, duly executed by Chandler/MLC.

b. Grant Deeds. Grant deeds conveying the New Well Location and Station 71 Well Location to EVMWD or its title nominee, duly executed as appropriate, acknowledged and in recordable form.

c. Grant of New Pipeline Easement. An easement grant deed conveying the New Pipeline Easement to EVMWD or its title nominee, duly executed as appropriate, acknowledged and in recordable form.

d. Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder in order to effectuate the Closing in accordance with the terms of this Agreement.

7.6 Deliveries to Escrow by EVMWD. Prior to Closing, EVMWD shall deliver into Escrow the following items:

a. Agreement. This Agreement, duly executed by EVMWD.

b. Grant Deeds. Grant deeds conveying Parcel 1, Parcel 2, and Parcel 3 to Chandler/MLC as tenants in common, or their title nominee(s), duly executed as appropriate, acknowledged and in recordable form.

c. Quitclaim to Existing Easements. A quitclaim to the Existing Easements, duly executed as appropriate, acknowledged and in recordable form.

d. Quitclaim to Existing Mayhew Well Location. A quitclaim to the Existing Mayhew Well Location, duly executed as appropriate, acknowledged and in recordable form.

e. Miscellaneous. Such other documents and instructions as may be reasonably required by the Escrow Holder in order to effectuate the Closing in accordance with the terms of this Agreement.

7.7 Closing; Actions by Escrow Holder. Upon the Closing, Escrow Holder shall promptly undertake all of the following in the manner indicated:

a. Recording. Cause the conveyances delivered by Chandler/MLC pursuant to Paragraph 7.5 and the conveyances delivered by EVMWD pursuant to Paragraph 7.6 and any other documents which the parties hereto may mutually direct, to be recorded in the Official Records of Riverside County.

b. Documents. Return or cause to be returned to the respective parties originals and/or true and correct copies of all documents held by Escrow Officer pursuant to this Agreement.

7.8 Costs. Charges and expenses incurred in connection with this transaction are to be borne by the parties as follows:

a. Escrow-Related Costs. All transfer and similar taxes imposed on the deed, any Escrow fees, recording fees, and other typical closing costs shall be allocated fifty percent to Chandler/MLC and fifty percent to EVMWD.

b. Consultants. Each party shall bear their own cost of consultants, engineers and/or other professionals engaged by that party in connection with this transaction, as well as all non-Escrow expenses incurred by that party.

c. Legal Fees. Each party shall bear its own legal fees incurred in connection with the negotiation and consummation of this Agreement. This provision does not affect a party's right to recover attorneys' fees incurred due to the other party's breach of this Agreement.

8. Disposal of Water. Chandler/MLC shall identify water discharge locations for well flushing for the New Well, which must be agreed upon by the Parties. EVMWD to be responsible for any costs or liabilities associated with transporting water to any agreed upon discharge location. Chandler/MLC shall allow flushing to occur for the life of the New Well's operation, provided that said flushed water meets State Water Resources Control Board (SWRCB) National Pollution Discharge Elimination System (NPDES) discharge requirements. EVMWD shall notify Chandler/MLC in writing at least seven (7) days in advance of all well flushing and discharges with a duration of more than 30 minutes. Notification is not needed for well flushing and discharges of 30 minutes or less.

9. Armor New Well Location. Chandler/MLC shall install appropriate grade and slope armoring on property between the New Well Location and the crest of the quarry pit. The design and installation of both the well site and slope protection shall be in accordance with applicable California Stormwater Quality Association (CASQA) guidelines. The armoring must protect the New Well from erosion caused by heavy and consistent precipitation consistent with a 100-year storm and must protect the New Well Location

fencing and vertical infrastructure from being compromised or otherwise damaged. The armoring may include riprap, reinforced gunite, reinforced concrete, hydroseeding to establish dense vegetation, or other effective slope protection measures. Chandler/MLC shall maintain the armor features in working condition for the life of the New Well's operation.

10. Representations and Warranties.

10.1 Representations and Warranties by Chandler/MLC. Chandler/MLC acknowledge that the execution of this Agreement by EVMWD is made in material reliance by EVMWD on each and every one of the representations and warranties made by Chandler and MLC in this Section. Chandler/MLC hereby represent and warrant to EVMWD that:

a. Authority. Chandler/MLC have the right, power and authority to enter into this Agreement and to perform their obligations hereunder.

b. No Grants. Chandler/MLC have not granted to any party other than EVMWD any option, contract, or other agreement with respect to the New Well Location, or Station 71 Well Location, or any portion thereof or any interest therein.

c. No Default. To the best knowledge of Chandler/MLC, Chandler/MLC are not in default under, and no event has occurred that with the giving of notice or the passage of time, or both, would constitute a default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the New Well Location or Station 71 Well Location.

10.2 EVMWD's Representations and Warranties. EVMWD acknowledges that the execution of this Agreement by Chandler/MLC is made in material reliance by Chandler and MLC on each and every one of the representations and warranties made by EVMWD in this Section. EVMWD hereby represents and warrants to Chandler/MLC that:

a. Authority. EVMWD has the legal capacity, right, power and authority to enter into this Agreement and to perform its obligations hereunder, and the person(s) executing this Agreement on behalf of EVMWD have the right, power and authority to do so.

b. No Grants. EVMWD has not granted to any party other than Chandler and MLC any option, contract, or other agreement with respect to the Parcels, or any portion thereof or any interest therein.

c. No Default. To the best knowledge of EVMWD, EVMWD is not in default under, and no event has occurred that with the giving of notice or the passage of time, or both, would constitute a default under any contract, transaction, agreement, covenant, condition, restriction, lease, easement, encumbrance or instrument pertaining to the Parcels.

d. Environmental Condition. To the best knowledge of EVMWD,

EVMWD has not spilled or deposited in reportable quantities any toxic or hazardous materials on or under the Existing Mayhew Well Location.

11. Indemnification; Exculpation and Release.

11.1 Indemnity by Chandler and MLC. Except as otherwise provided herein, Chandler/MLC hereby agree to indemnify, defend and hold EVMWD, and its successors and assigns, partners, shareholders, officers, directors and/or employees (collectively, “EVMWD Indemnified Parties”) harmless from and against any and all obligations, liabilities, claims, debts, liens, encumbrances, losses, damages, penalties, taxes, costs and expenses, including, without limitation, attorneys' fees, whether direct, contingent or consequential (collectively, “Claims”) incurred or suffered by, or asserted or awarded against any one or more of the EVMWD Indemnified Parties relating to or arising from any one or more of the following: (a) Chandler/MLC’s ownership of the New Well/Station 71 Locations or the activities of Chandler/MLC, their agents, employees or contractors, on the New Well/Station 71 Locations prior to the Close of Escrow; (b) any breach of any surviving covenant, representation or warranty of Chandler and MLC contained in this Agreement; or (c) the violation by Chandler/MLC, their agents, employees or contractors of any federal, state or local law, ordinance or regulation, occurring with respect to the New Well/Station 71 Locations prior to the Close of Escrow. This indemnification obligation shall survive Close of Escrow.

11.2 Indemnity by EVMWD.

a. EVMWD Parcels. Except as otherwise provided herein, EVMWD hereby agrees to indemnify, defend and hold Chandler/MLC, and their successors and assigns, partners, shareholders, officers, directors and/or employees (collectively, “Chandler/MLC Indemnified Parties”) harmless from and against any and all obligations, liabilities, claims, debts, liens, encumbrances, losses, damages, penalties, taxes, costs and expenses, including, without limitation, attorneys' fees, whether direct, contingent or consequential (collectively, “Claims”) incurred or suffered by, or asserted or awarded against any one or more of the Chandler/MLC Indemnified Parties relating to or arising from any one or more of the following: (a) any act or omission constituting gross negligence, willful misconduct by EVMWD, its agents, employees or contractors, on the EVMWD Parcels prior to the Close of Escrow; (b) any breach of any surviving covenant, representation or warranty of EVMWD contained in this Agreement; or (c) the violation by EVMWD, its agents, employees or contractors of any federal, state or local law, ordinance or regulation, occurring with respect to the EVMWD Parcels prior to the Close of Escrow. This indemnification obligation shall survive Close of Escrow.

b. Existing Mayhew Well Location. Except as otherwise provided herein, EVMWD hereby agrees to indemnify, defend and hold the Chandler/MLC Indemnified Parties harmless from and against any and all Claims incurred or suffered by, or asserted or awarded against any one or more of the Chandler/MLC Indemnified Parties relating to or arising from any one or more of the following: (a) EVMWD’s ownership of the Existing Mayhew Well Location prior to the full and complete abandonment of the Existing Mayhew Well; (b) any breach of any surviving covenant, representation or

warranty of EVMWD contained in this Agreement; or (c) the violation by EVMWD, its agents, employees or contractors of any federal, state or local law, ordinance or regulation, occurring with respect to the Existing Mayhew Well Location prior to the full and complete abandonment of the Existing Mayhew Well. This indemnification obligation shall survive Close of Escrow and will terminate after the full and complete abandonment of the Existing Mayhew Well Location, except as to any hazardous materials discovered on or under the Existing Mayhew Well Location, provided that (1) such hazardous materials is listed on Hazardous Material Inventory Report for the Existing Mayhew Well Location as required by The County of Riverside Department of Environmental Health and were used by EVMWD in the course of operating the Existing Mayhew Well; and (2) which are discovered within one (1) year after the full and complete abandonment of the Existing Mayhew Well Location. EVMWD shall have no indemnity obligation with respect to such hazardous materials discovered later than one year after the full and complete abandonment of the Existing Mayhew Well Location.

11.3 Release. Except as otherwise provided herein, the Parties agree that each accepts their respective properties “AS IS, WHERE IS, WITH ALL FAULTS”. Further, effective upon the Close of Escrow, except as otherwise provided in this Section, Chandler/MLC and EVMWD and their respective officers, officials, managers, representatives, agents, employees, affiliates, partners, successors and assigns do hereby fully and forever waive, release and discharge each other from any and all Claims of any nature or sort, known or unknown, past, present and future, that any party to this Agreement may have that arise out of or relate in any way to any liability or responsibility for the New Well/Station 71 Locations or EVMWD Parcels. This release shall not apply to any Claims to the extent they arise out of: (i) any act of fraud, intentional misrepresentation or willful misconduct by any party to this Agreement in connection with this transaction; (ii) any claims arising from a breach of any covenants, representations or warranties set forth in this Agreement; or (iii) any claims for indemnity resulting from actions by third parties for the matters described in Paragraph 11.1 and Paragraph 11.2 and (iv) cleanup or remediation of any toxic or Hazardous Materials, on, in, under, or about the New Well/Station 71 Locations or EVMWD Parcels. The Parties agree that this release is fully effective regardless of any present lack of knowledge on the part of any party as to any possible Claim or any facts or circumstances pertaining to this matter. The Parties expressly waive the benefits and provisions of Section 1542 of the Civil Code of the State of California, and any similar law of any state or territory of the United States or other jurisdiction. Civil Code Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

EVMWD

CHANDLER

MLC

12. Termination. In the event either party defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement upon written notice to the defaulting party if such default is not cured within one hundred and twenty (120) days following such written notice.

13. Chandler and MLC Right of First Refusal. EVMWD hereby grants Chandler/MLC a right of first refusal (“ROFR”) to purchase the New Well Location, Station 71 Well Location, and New Pipeline Easement (collectively, the “EVMWD Holdings”) should EVMWD elect to sell or dispose of any or all. EVMWD agrees that it shall not sell all or part of the EVMWD Holdings to any person until EVMWD has given to Chandler/MLC notice in writing of its intent to sell, specifying the price and terms of the contemplated sale (“Sale Notice”). Within forty-five (45) working days after EVMWD gives Chandler/MLC a Sale Notice (the “Election Period”), Chandler/MLC shall have the right to purchase the EVMWD Holdings subject to the Sale Notice at the same price and on the same terms and conditions set forth in the Sale Notice. To exercise its option, Chandler/MLC must, within the Election Period, deposit in escrow with any escrow company in Riverside County, California all moneys and instruments required by the terms of the Sale Notice to be paid or delivered to EVMWD on close of escrow and shall also give EVMWD notice of the deposit. If Chandler/MLC fails to exercise its ROFR, in accordance with the provisions of this Paragraph 13, EVMWD may sell the EVMWD Holdings to any other person for the price and on the terms contained in the Sale Notice.

13.1 Quitclaim of Realigned Pipeline Easement. Should EVMWD sell or transfer either the New Well Location or the Station 71 Well Location to Chandler/MLC or to a third party, EVMWD shall quitclaim to Chandler/MLC the associated portion of the New Pipeline Easement within thirty (30) days following the completion of such a transfer or sale.

14. General Provisions.

14.1 No Waiver. Any party’s failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right, remedy or privilege or any party’s waiver of any breach hereunder shall not thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party or that party’s duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.

14.2 Cooperation. The Parties agree to cooperate with each other in good faith and in furtherance of the purposes of this Agreement. The Parties hereby agree to take such other reasonable actions and execute such other documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided,

however, that the foregoing shall not require EVMWD to take any legislative act or exercise its discretion in any particular manner.

14.3 Entire Agreement. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are inconsistent with this Agreement.

14.4 Attorneys' Fees. In the event that any action or proceeding is commenced between EVMWD and Chandler and/or MLC to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

14.5 Mediation. The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties. If, for any dispute or claim to which this paragraph applies, any Party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorneys' fees, even if otherwise available to that Party in any such action.

14.6 Notices. All notices shall be in writing and shall be considered given: (1) when delivered in person to the recipient named below; or (2) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (3) on the first business day on or following the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below; or (4) on the date of delivery by facsimile transmission (with a copy sent by first class mail) to the recipient named below. All notices shall be addressed as follows:

Chandler:

Chandler Mayhew, LLC
17392 Daimler Street, Suite 100
Irvine, CA 92614
Attn: John Robertson
E-mail: jr@chandlercorp.com

With a copy to:

Everview Ltd.
9655 Granite Ridge Drive, Suite 200
San Diego, CA 92123

Attn: Bradley Johnson
E-mail: bjohnson@everviewlaw.com

MLC:

Werner Corporation
PO Box 77850
Corona, CA 92877
Attn: Eric Werner
E-mail: ewerner@wernercorp.net

With a copy to:

Everview Ltd.
9655 Granite Ridge Drive, Suite 200
San Diego, CA 92123
Attn: Bradley Johnson
E-mail: bjohnson@everviewlaw.com

EVMWD:

Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92531
Attn: General Manager
E-mail: generalmanager@evmwd.net

With a copy to:

Best Best & Krieger LLP
3390 University Avenue, 4th Floor
Riverside, CA 92502
Attn: General Counsel – EVMWD
E-mail: steve.anderson@bbklaw.com

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

14.7 Governing Law. This Agreement and its provisions shall in all respects be interpreted, construed, enforced and governed by and under the laws of the State of California, without regard to conflict of laws principles.

14.8 Consent to Jurisdiction, Venue and Service. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California. Chandler/MLC hereby forgoes and waives any provision of law providing for a change of venue from such courts on the grounds that EVMWD is or may be a party to any such action or proceeding.

14.9 Modification. This Agreement may be modified only by another written instrument duly authorized and executed by EVMWD and Chandler/MLC.

14.10 Severability. The parties agree to comply with all applicable Federal and State laws. Except as otherwise specifically provided herein, if any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law, unless due to the finding of invalidity, either party is denied the substantial benefit of this Agreement, then this Agreement will be of no further force or effect.

14.11 Rules of Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, any party hereto. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.

14.12 Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the Parties hereto.

14.13 Authorization. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE TO
MAYHEW WELL LAND EXCHANGE AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set corresponding to their signatures.

EVMWD:

Chandler:

By: _____
Greg Thomas, General Manager

By: _____
John Robertson

Dated: _____

Dated: _____

APPROVED AS TO LEGAL FORM:

MLC:

By: _____
Patrick Broyles

By: _____
Best, Best & Krieger LLP, General Counsel

Dated: _____

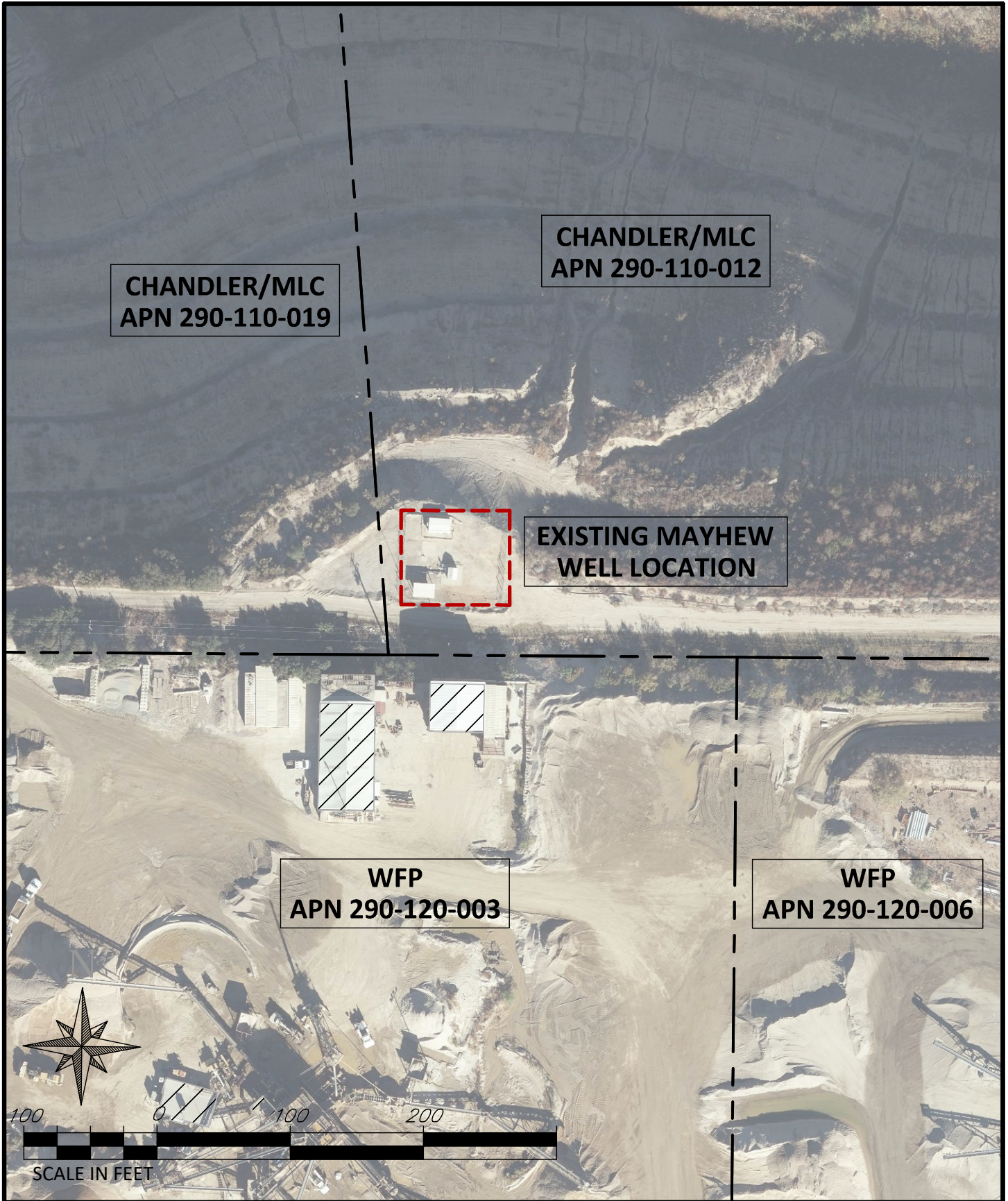
Dated: _____

ATTEST:

By: _____
Terese Quintanar, District Secretary

Dated: _____

EXHIBIT A - EXISTING MAYHEW WELL LOCATION



**CHANDLER/MLC
APN 290-110-019**

**CHANDLER/MLC
APN 290-110-012**



**EXISTING MAYHEW
WELL LOCATION**

**WFP
APN 290-120-003**

**WFP
APN 290-120-006**



SCALE IN FEET

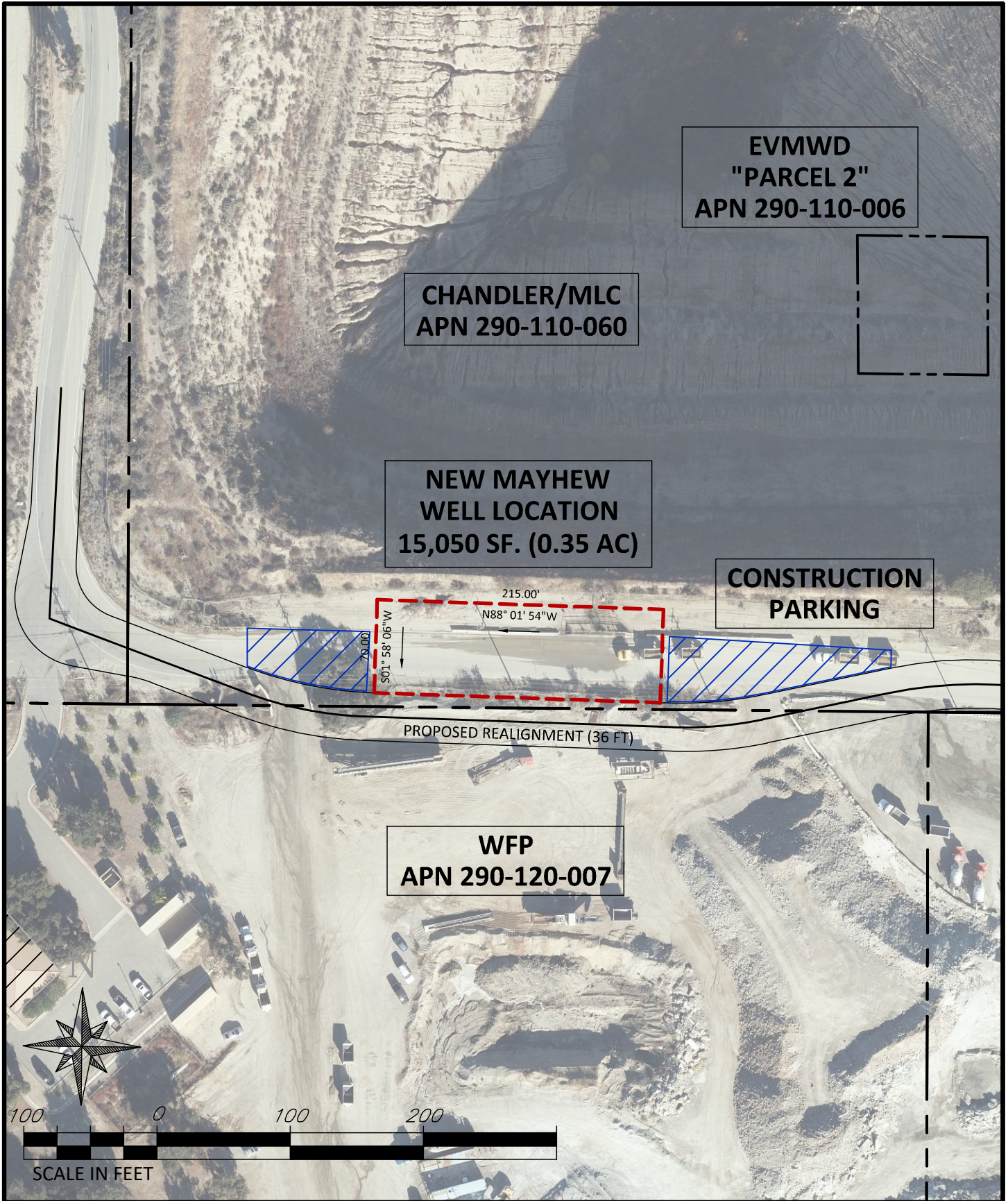
- PARCEL BOUNDARY
- - - EXISTING MAYHEW WELL LOCATION



24980 Maitri Rd.
Temescal Valley, CA 92883
Office: (951) 277-3900 Fax: (951) 277-3339

DATE: APRIL 11, 2022

EXHIBIT B - NEW MAYHEW WELL LOCATION



SCALE IN FEET

- PARCEL BOUNDARY
- NEW MAYHEW WELL LOCATION
- CONSTRUCTION PARKING

DATE: APRIL 11 2022



24980 Maitri Rd.
 Temescal Valley, CA 92883
 Office: (951) 277-3900 Fax: (951) 277-3339

EXHIBIT C - EVMWD PARCELS



- PARCEL BOUNDARY
- EXISTING/NEW WELL LOCATIONS
- EXISTING EVMWD PARCELS

DATE: APRIL 11, 2022

MAYHEW AGGREGATES & MINERAL CLAMATION

24980 Maitri Rd.
 Temescal Valley, CA 92883
 Office: (951) 277-3900 Fax: (951) 277-3339

EXHIBIT D - STATION 71 WELL LOCATION



- PARCEL BOUNDARY
- - - EXISTING/NEW WELL LOCATIONS
- - - EXISTING EVMWD PARCELS

DATE: April 11, 2022



24980 Maitri Rd.
 Temescal Valley, CA 92883
 Office: (951) 277-3900 Fax: (951) 277-3339

EXHIBIT E

NEW WELL LOCATION AND STATION 71 WELL LOCATION GRANT DEED

EXHIBIT F
EVMWD PARCELS GRANT DEED

EXHIBIT G
EXISTING EASEMENTS

EXHIBIT H
EXISTING EASEMENTS QUITCLAIM DEED

EXHIBIT I
NEW PIPELINE EASEMENT GRANT DEED

EXHIBIT J

EXISTING MAYHEW WELL LOCATION QUITCLAIM

MAYHEW WELL CONSTRUCTION AGREEMENT

between

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

a public agency

and

WERNER FAMILY PROPERTIES, LLC

a California limited liability company

and

WERNER CORPORATION

a California corporation

AGREEMENT REGARDING MAYHEW WELL CONSTRUCTION

This Agreement Regarding the Construction of the Mayhew Well (“Agreement”) is entered into as of the ____ day of _____, 2022 by and between Elsinore Valley Municipal Water District, a public agency, (“EVMWD”), Werner Family Properties, LLC, a California limited liability company (“WFP”), and Werner Corporation, a California corporation (“Werner Corp.”). WFP and Werner are referred to collectively herein as “Werner”. EVMWD, WFP and Werner Corp. are referred to collectively herein as “Parties”.

RECITALS

A. EVMWD owns and operates the Mayhew Well (the “Existing Mayhew Well”), currently located in the County of Riverside. The Existing Mayhew Well is more particularly described in **Exhibit A**, “Existing Mayhew Well Location,” attached hereto and incorporated herein by reference.

B. EVMWD has plans to drill a new well (“New Well”) to replace the Existing Mayhew Well, as the Existing Mayhew Well is almost at the end of its useful life. Chandler Mayhew, LLC (“Chandler”) and Mayhew Land Company, LLC (“MLC”) own as tenants in common the property around the Existing Mayhew Well, and Chandler/MLC operate an aggregate mining and processing operation on the property that Chandler/MLC owns around the Existing Mayhew Well. WFP owns the property adjacent to the Existing Mayhew Well, and Werner Corp. operates an aggregate mining and processing operation on the property that WFP owns adjacent to the Existing Mayhew Well. Both Chandler/MLC, WFP, and Werner Corp. have long-term plans to continue their respective mining operations as permitted, and the location of the Existing Mayhew Well conflicts with these plans.

C. In order to relocate the Existing Mayhew Well to the New Well location, the private access road adjacent to the New Well location (the “Private Road”) must be realigned. WFP owns the property on which the Private Road realignment would be constructed. Construction of the New Well and realignment of the Private Road are referred to collectively herein as “the Project”. The New Well location is more particularly described in **Exhibit B**, “New Mayhew Well Location”, attached hereto and incorporated herein by reference.

D. Chandler/MLC’s mine operations also surround three parcels owned by EVMWD located within two larger parcels owned by Chandler and MLC as tenants in common. “Parcel 1” is identified as Assessor’s Parcel Number (“APN”) 290-110-004 and consists of approximately 0.24 acres. “Parcel 2” is identified as APN 290-110-006 and consists of approximately 0.23 acres. “Parcel 3” is identified as APN 290-110-010 and consists of approximately 0.22 acres. The inholding parcels are more particularly described in **Exhibit C**, “EVMWD Parcels”, attached hereto and incorporated herein by reference. The parcels are referred to herein as the “EVMWD Parcels”.

E. The purposes of this Agreement are: (1) to designate the responsibility for the cost of designing, constructing and installing the Project; (2) outline Werner Corp.'s contributions to the construction and relocation of the New Well; and (3) outline conditions for discharge of well water from the New Well. The Parties recognize that it is in their best interests to coordinate the design, construction, and installation of the Project as not to disrupt operations of the Parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Recitals Incorporated. The Recitals set forth above are incorporated into and are made a part of this Agreement.
2. Effective Date. This Agreement shall not become effective until the date ("Effective Date") on which this Agreement and a companion agreement, the Agreement Regarding the Exchange of Land for the Mayhew Well (the "Land Exchange Agreement") have both been approved by the Board of Directors of EVMWD and executed by the appropriate authorities of EVMWD and the parties to this Agreement, and by the appropriate authorities of EVMWD and the parties to the Land Exchange Agreement.
3. Prior Agreements. This Agreement supersedes and replaces any and all previous agreements between the Parties and their predecessors, if any.

4. Construction and Installation of Project

4.1 Construction and Installation of New Well. EVMWD shall be responsible for design, construction and installation of the New Well in accordance with applicable federal, state, and local requirements, including EVMWD's standards for well construction. The New Well location is more particularly described in **Exhibit B**, "New Mayhew Well".

4.1.1 EVMWD Responsibility for Costs. The estimated cost of constructing the New Well is described in **Exhibit C**, "Estimated New Well Costs", attached hereto and incorporated herein by reference. However, EVMWD is responsible for the entire cost of design, construction, and installation of the New Well, except for Werner Corp.'s cost and other responsibilities as referenced in 4.1.3 and 4.1.4 below and described in **Exhibit D**, regardless of actual costs.

4.1.2 Timing for New Well. EVMWD shall initiate the New Well within 180 days of execution of this agreement. "Initiation" of the New Well is defined as the publishing of the Request for Proposal for Design Services for the New Well.

4.1.3 Realignment of the Private Road.

(a) WFP shall allow, and Werner Corp. shall construct the realignment of the Private Road.

(b) The Private Road realignment shall be initiated within 120 days after execution of this Agreement. "Initiation" of the Private Road realignment is defined

as earthwork or groundbreaking necessary to start the construction of the realignment. Werner Corp. shall complete the realignment of the Private Road within 120 days from Initiation.

4.1.4 Werner Corp. Responsibility for Costs.

(a) Werner Corp. shall pay SIX HUNDRED THOUSAND DOLLARS (\$600,000.00) to EVMWD towards the design, construction, and installation of the New Well.

(b) Werner Corp. shall be solely responsible for the cost of, construction and installation of the Private Road realignment.

(c) Werner Corp. shall be responsible for the completion of certain tasks associated with the completion of the New Well and the cost thereof, as described in Exhibit D, "Certain Tasks related to New Well to be Performed by Werner Corp."

4.1.5 Award of Contracts. EVMWD shall be solely responsible for securing appropriate contracts for design, construction and installation of the New Well in compliance with applicable federal, state, and local laws. EVMWD shall exercise due diligence in contracting for construction and installation within a reasonable period of time following execution of this Agreement.

4.2 Time Schedule of Payments; Allocation of Payments. Payments as specified in 4.1.4. shall be made within thirty (30) calendar days after EVMWD submits notification in writing to Werner Corp in the following time frames:

4.2.1 \$300,000 – At EVMWD award of the New Well Drilling and Development contract.

4.2.2 \$300,000 – At completion of New Well construction. For purposes of this Agreement and **Exhibit D** hereto, the New Well shall be considered "completed" when EVMWD files a Notice of Completion.

5. Standard of Care; Safety. The Parties shall ensure that all work is performed in a skillful and competent manner. The Parties shall use commercially reasonable efforts to ensure that it and its consultants and contractors execute and maintain their work so as to avoid injury or damage to any person or the Project. If any employee of subcontractor of the Parties is believed or determined by the other Party to be a threat to the safety of persons or the Project, the Parties shall notify the other Party in writing and the other Party shall remove the employee or subcontractor or see that the employee or subcontractor is removed as promptly as possible in accordance with California law.

6. Indemnification.

6.1 By Werner Corp. Werner Corp. shall defend, indemnify and hold EVMWD, its officials, officers, employees, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages or injuries to the New Well or persons,

including wrongful death, in any manner caused by any acts, omissions or willful misconduct of Werner Corp., its officials, officers, employees, volunteers, agents, consultants and contractors arising out of or in connection with Werner Corp.'s design, construction and installation of the Private Road realignment and Werner Corp.'s performance of certain tasks associated with the New Well, as described in **Exhibit D**. This indemnification shall not apply to any claims arising out of or incident to the active negligence, sole negligence, or willful misconduct of EVMWD, its officials, officers, employees, and agents.

6.2 By EVMWD. EVMWD shall defend, indemnify, and hold Werner, their officials, officers, employees, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages or injuries, including wrongful death, in any manner caused by any acts, omissions or willful misconduct of EVMWD, its officials, officers, employees, volunteers, agents, consultants and contractors arising out of or in connection with (1) EVMWD's design, construction, installation and operation of the New Well; (2) EVMWD's demolition, removal, and abandonment of the Existing Mayhew Well; and (3) EVMWD's, its officials', officers', employees', and agents' use of and activities on and around the Private Road as necessary to construct, access, maintain and operate the New Well for so long as these activities and uses continue. This indemnification provision shall not apply to any claims arising out of or incident to the active negligence, sole negligence, or willful misconduct of Werner, their officials, officers, employees, and agents.

7. Insurance.

7.1 Time for Compliance. The Parties and any contractors ("Contractors") performing work in connection with this Agreement shall procure and maintain, at their expense, until full and adequate completion of their respective work on the Project under this Agreement, insurance against claims for injuries to persons or damages to the Project which may arise out of, or in connection with, the performance of their work or that of their agents, representatives, employees or subcontractors. Failure to provide and maintain all required insurance shall be grounds for either Party to terminate this Agreement for cause.

7.2 Minimum Requirements. Such insurance shall meet at least the following minimum levels of coverage:

7.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

7.2.2 Minimum Limits of Insurance. The Parties and any Contractors performing work in connection with this Agreement shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and Well

damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability: \$1,000,000 per accident for bodily injury and Well damage; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

7.3 Insurance Endorsements. Contractors' insurance policies shall contain the following provisions, or the Contractors shall provide endorsements on forms supplied or approved by EVMWD and Werner Corp. to add the following provisions to the insurance policies:

7.3.1 General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) EVMWD and/or Werner, as the case may be, their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects EVMWD and/or Werner, as the case may be, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by EVMWD and/or Werner, their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

7.3.2 Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) EVMWD and/or Entities, as the case may be, their directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects EVMWD and/or Werner, as the case may be, their directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by EVMWD and/or Werner, their directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

7.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against EVMWD and/or Werner, as the case may be, their directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

7.4 Separation of Insureds; No Special Limitations. All insurance required by this Section 7 shall contain standard separation of insureds provisions. In addition, such

insurance shall not contain any special limitations on the scope of protection afforded to EVMWD and/or Werner, their directors, officials, officers, employees, agents, and volunteers.

7.5 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to EVMWD.

7.6 Verification of Coverage. Contractors shall furnish EVMWD and/or Werner Corp., as the case may be, with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to EVMWD and/or Werner Corp. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by EVMWD and/or Werner Corp. if requested. All certificates and endorsements must be received and approved by EVMWD and/or Werner Corp. before work commences. EVMWD and Werner Corp. reserve the right to require complete, certified copies of all required insurance policies, at any time.

7.7 Reporting of Claims. Contractor shall report to EVMWD and/or Werner Corp., as the case may be, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with this Agreement.

8. Termination. In the event either party defaults in the performance of any of its obligations under this Agreement, or materially breaches any of the provisions of this Agreement, the other party shall have the option to terminate this Agreement upon written notice to the defaulting party if such default is not cured within one hundred and twenty (120) days following such written notice.

9. General Provisions.

9.1 Environmental Contamination.

9.1.1 Werner Corp. Obligation. Werner Corp. shall indemnify and hold EVMWD harmless from any liability upon any act or omission of Werner Corp. for any violation of any federal, state or local law, ordinance or regulation relating to environmental conditions on, under or about the Private Road, and Werner Corp. shall defend EVMWD, at its expense, including attorneys' fees, in any action based upon any such alleged act or omission. EVMWD may, in its discretion, participate in the defense of any such claim, action, or proceeding.

9.1.2 EVMWD Obligation. EVMWD shall indemnify and hold Werner Corp. harmless from any liability upon any act or omission of EVMWD for any violation of any federal, state or local law, ordinance or regulation relating to environmental conditions on, under or about the Well location, and EVMWD shall defend Werner, at its expense, including attorneys' fees, in any action based upon any such alleged act or omission. Werner Corp. may, in their discretion, participate in the defense of any such claim, action, or proceeding.

9.2 No Waiver. EVMWD's or Werner Corp.'s failure to insist on performance of any of the terms or conditions of this Agreement or to exercise any right, remedy or privilege or EVMWD's or Werner Corp.'s waiver of any breach hereunder shall not thereafter be deemed a subsequent waiver of any other terms, conditions, or rights, remedies or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.

9.3 Cooperation. The Parties agree to cooperate with each other in good faith and in furtherance of the purposes of this Agreement. The Parties hereby agree to take such other reasonable actions and execute such other documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require EVMWD to take any legislative act or exercise its discretion in any particular manner.

9.4 Entire Agreement. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are inconsistent with this Agreement.

9.5 Assignment.

9.5.1 Assignment of Agreement. Except as expressly provided herein, this Agreement is not assignable, in whole or in part, by Werner Corp., without the prior written consent of EVMWD, which shall not be unreasonably withheld.

9.6 Term. The term of this Agreement shall be from the Effective Date to the date of completion of the Project unless terminated sooner.

9.7 Attorneys' Fees. In the event that any action or proceeding is commenced between EVMWD and Werner Corp. to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's costs of suit and reasonable attorneys' fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

9.8 Mediation. The Parties agree to mediate any dispute or claim arising between them out of this Agreement before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally between the parties. If, for any dispute or claim to which this paragraph applies, any Party commences an action without first attempting to resolve the matter through mediation or refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorneys' fees, even if otherwise available to that Party in any such action.

9.9 Notices. All notices shall be in writing and shall be considered given: (1) when delivered in person to the recipient named below; or (2) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (3) on the first business day on or following the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below; or (4) on the date of delivery by facsimile transmission (with a copy sent by first class mail) to the recipient named below. All notices shall be addressed as follows:

Werner Corp.:

Werner Corporation
PO Box 77850
Corona, CA 92877
Attn: Eric Werner
E-mail: ewerner@wernercorp.net

With a copy to:

Everview Ltd.
9655 Granite Ridge Drive, Suite 200
San Diego, CA 92123
Attn: Bradley Johnson
E-mail: bjohnson@everviewlaw.com

Werner Family Properties, LLC:

Werner Family Properties, LLC
PO Box 77850
Corona, CA 92877
Attn: Eric Werner
E-mail: ewerner@wernercorp.net

With a copy to:

Everview Ltd.
9655 Granite Ridge Drive, Suite 200
San Diego, CA 92123
Attn: Bradley Johnson
E-mail: bjohnson@everviewlaw.com

EVMWD:

Elsinore Valley Municipal Water District
31315 Chaney St
Lake Elsinore, CA 92531
Attn: General Manager

E-mail: generalmanager@evmwd.net

With a copy to:

Best Best & Krieger LLP
2855 East Guasti Road, Suite 400
Ontario, CA 91761
Attn: General Counsel – EVMWD
E-mail: Steve.Anderson@bbklaw.com

Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

9.10 Governing Law. This Agreement and its provisions shall in all respects be interpreted, construed, enforced and governed by and under the laws of the State of California, without regard to conflict of laws principles.

9.11 Consent to Jurisdiction, Venue and Service. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California. Werner Corp. hereby forgoes and waives any provision of law providing for a change of venue from such courts on the grounds that EVMWD is or may be a party to any such action or proceeding.

9.12 Modification. This Agreement may be modified only by another written instrument duly authorized and executed by both EVMWD and Werner Corp.

9.13 Severability. The Parties agree to comply with all applicable Federal and State laws. Except as otherwise specifically provided herein, if any provision of this Agreement or the application thereof to any person or circumstance is determined by a court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each provision hereof will be valid and will be enforced to the fullest extent permitted by law, unless due to the finding of invalidity, either party is denied the substantial benefit of this Agreement, then this Agreement will be of no further force or effect.

9.14 Rules of Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against, either EVMWD or Werner Corp. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.

9.15 Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire agreement of the Parties hereto.

9.16 Authorization. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.

SIGNATURES ON FOLLOWING PAGE

**SIGNATURE PAGE TO
MAYHEW WELL CONSTRUCTION AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set corresponding to their signatures.

EVMWD:

Werner Corp.:

By: _____
Greg Thomas, General Manager

By: _____
Patrick Broyles

Dated: _____

Dated: _____

APPROVED AS TO LEGAL FORM:

Werner Family Properties:

By: _____
Best Best & Krieger LLP, General Counsel

By: _____
Eric Werner

Dated: _____

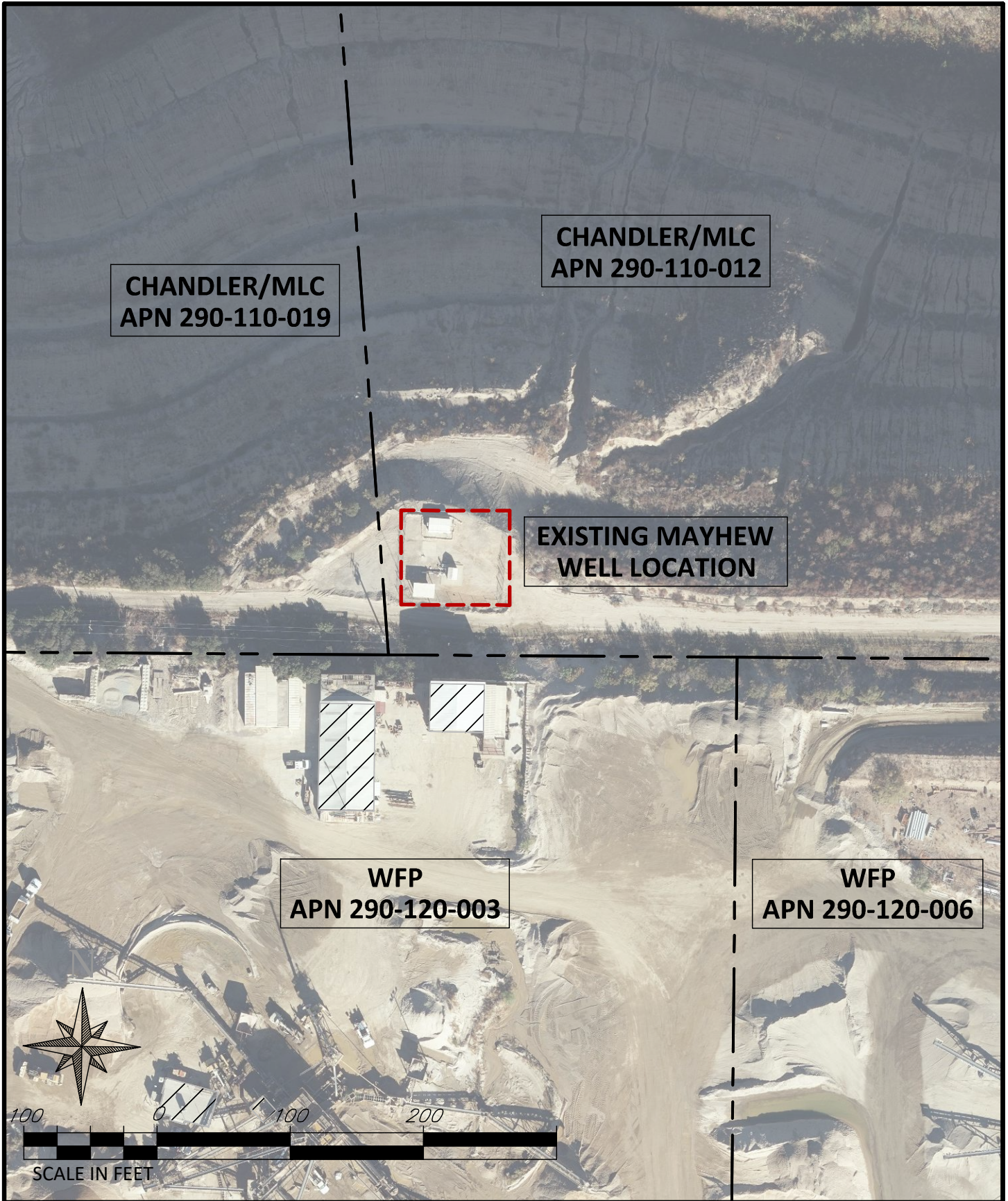
Dated: _____

ATTEST:

By: _____
Terese Quintanar, District Secretary

Dated: _____

EXHIBIT A - EXISTING MAYHEW WELL LOCATION



**CHANDLER/MLC
APN 290-110-019**

**CHANDLER/MLC
APN 290-110-012**



**EXISTING MAYHEW
WELL LOCATION**

**WFP
APN 290-120-003**

**WFP
APN 290-120-006**



SCALE IN FEET

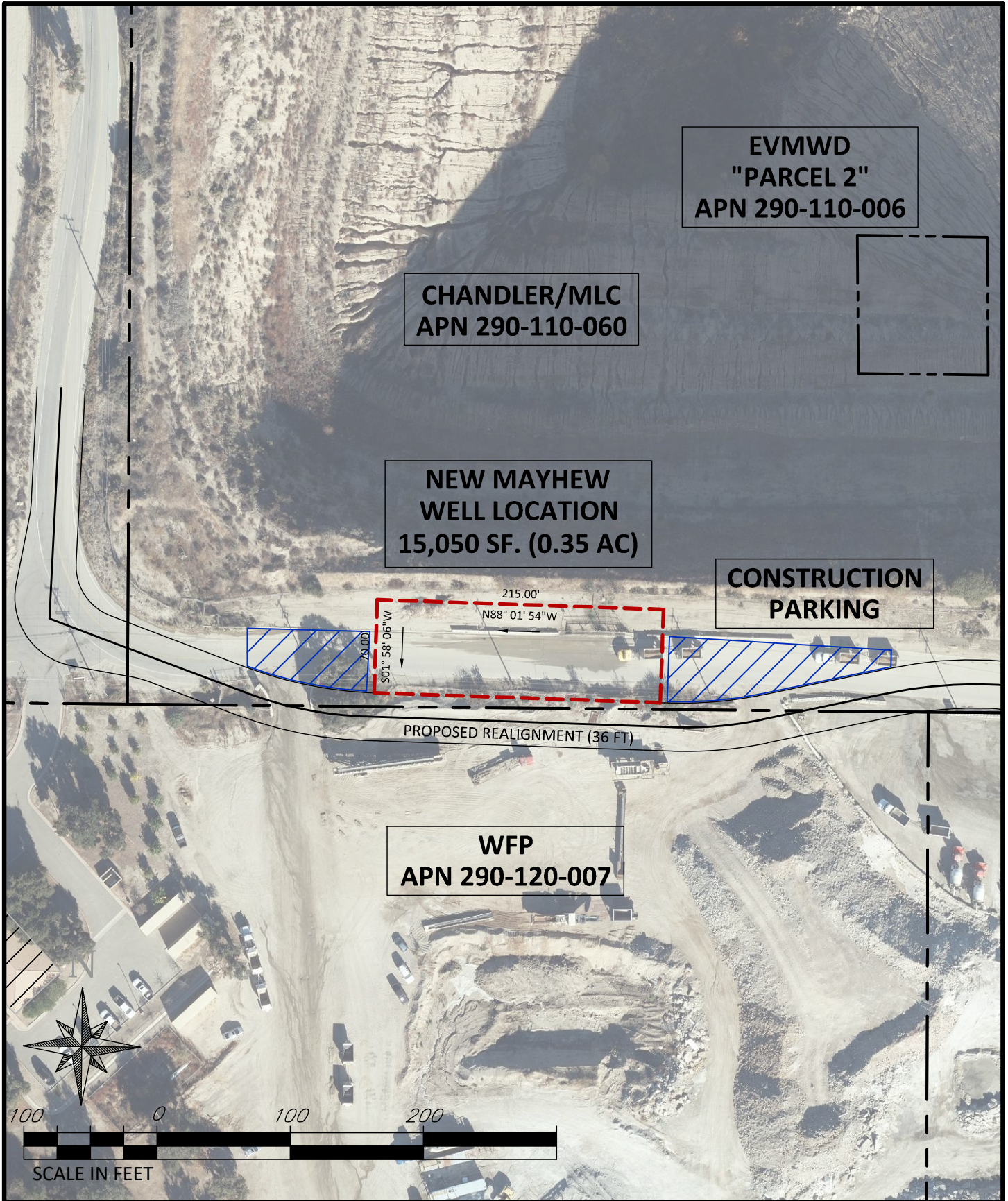
- PARCEL BOUNDARY
- - - - - EXISTING MAYHEW WELL LOCATION



24980 Maitri Rd.
Temescal Valley, CA 92883
Office: (951) 277-3900 Fax: (951) 277-3339

DATE: APRIL 11, 2022

EXHIBIT B - NEW MAYHEW WELL LOCATION



SCALE IN FEET

- PARCEL BOUNDARY
- NEW MAYHEW WELL LOCATION
- CONSTRUCTION PARKING

DATE: APRIL 11 2022



24980 Maitri Rd.
 Temescal Valley, CA 92883
 Office: (951) 277-3900 Fax: (951) 277-3339

EXHIBIT C
ESTIMATED NEW WELL COSTS

Item	Amount
Well Design and Drilling CM Services	\$ 200,000
Drilling and well development (considers 900 ft depth)	1,500,000
Design of Well Head Facilities	300,000
Installation of Well Head Facilities	3,300,000
Installation of Well Head Facilities (CM)	520,000
District Staff time	<u>100,000</u>
Total	<u><u>\$ 5,920,000</u></u>

EXHIBIT D

TASKS TO BE PERFORMED BY WERNER CORP.

- 1) Traffic control plans.
 - a) Set up and maintain all required road closures, detours, channelizing, barricading, or other related traffic control according to industry standards as indicated in the Work Area Traffic Control Handbook (WATCH) which also conforms to the California Manual on Uniform Traffic Control Devices (CA-MUTCD).
 - b) Work cooperatively with Contractor and EVMWD staff to ensure all Parties and Contractor are in agreement with the safety of the traffic control at all times.

- 2) Construction Parking & Access to Construction Site.
 - a) Provide parking for construction personnel.
 - b) Control vehicle parking to prevent interference with other traffic and parking, access by emergency vehicles, and access to property.
 - c) Ensure ingress and egress to construction site is not impeded at any time during construction hours of operations.

- 3) Erosion Control.
 - a) Set up and maintain all erosion control per Werner Corp.'s site Stormwater Pollution Prevention Plans (SWPPP), well project specific SWPPP, and any supplemental erosion control related to storm events or well flushing. This includes, but is not limited to, sandbags, silt fencing, straw wattles, plastic sheeting, k-rail, and earth berms. Werner Corp. to review and approve grading plan contained in EVMWD's design document to ensure direction of flow onto Werner Corp.'s site. EVMWD shall promptly repair any damage to the erosion control measures installed or constructed by Werner Corp. in the event that such damage is caused by EVMWD or any its agents, contractors, or employees, and thereafter notify Werner Corp. of the damage and the repairs thereto.

- 4) Removal, Relocation, and Demolition of existing above grade facilities and equipment.
 - a) Within 90 days following completion of the New Well, EVMWD will remove all materials, parts, and equipment from the Existing Mayhew Well Location. This includes disconnecting, loading, transporting, unloading, and all other efforts required to remove and relocate the materials. After all materials have been removed, EVMWD shall notify Werner Corp. in writing, and deem the Existing Mayhew Well Location abandoned. EVMWD shall also be responsible for the safe removal of any and all hazardous materials related to the Existing Mayhew Well from the Existing Mayhew Well Location.
 - b) Upon abandonment of the Existing Mayhew Well Location, Werner Corp. will be responsible for demolition and disposal of all above grade facilities and equipment at a time to be determined by Werner Corp.

- 5) Disposal of aggregate-based materials.
 - a) Accept and dispose unneeded aggregate material from demolition of existing above grade facilities.
 - b) Accept and dispose excess grading material tailings from New Well construction.

- 6) Noise suppression barriers.
 - a) Install and manage any required noise suppression equipment or any noise suppression needs resulting from regulatory agency complaints for the duration of the Project, as needed.

- 7) Disposal of water.
 - a) Werner Corp. shall identify water discharge locations for well testing, development, and final flushing during the construction period. Werner Corp. shall allow flushing to occur at predetermined discharge points which are agreed upon by the Parties. If the discharge location needs to be relocated during the construction period, Werner Corp. will install above ground flush lines at Werner Corp.'s expense to discharge water at a more suitable location. The relocation will be completed within one week after the need for relocation is identified.

- 8) Enclosure.
 - a) Provide and construct chain link fence to completely enclose New Well site. Construct fence according to specifications listed on Exhibit E, "Chain Link Fence Specification".

- 9) Provide sand, gravel, or rock aggregates, but only as are currently produced at our adjacent mining operations, to be used in the construction of New Well, as needed.

EXHIBIT E

CHAIN LINK FENCE SPECIFICATION

1. Fence perimeter should be set directly over the New Well site
2. Fence & Gate Fabric
 - a. Fabric shall be 6' high, 6 gauge by 2" galvanized mesh chain link for high security application.
3. Standoffs
 - a. Standoffs shall be 3 rows of 12.5 gauge, double stranded, four-point barbed wire.
 - b. Both fence and gates shall include standoffs
4. Posts
 - a. Posts shall be 2 3/8" Outside Diameter (O.D.) galvanized
 - b. Space posts at maximum 10' apart.
 - c. All posts shall be set in concrete footings of the proper diameter and shape to ensure adequate support.
5. Top Rails
 - a. Rails shall be 1 5/8" O.D. galvanized
6. Gates
 - a. One (1) man gate 3' wide X 6' high with a lockable latch mechanism.
 - b. One (1) vehicle gate 6' high double swing, with 16' opening.
 - c. Gates shall be 1 5/8" O.D galvanized – welded construction, with industrial steel hinges that permit 180 degree opening, one way, with drop pin latch
7. Bottom wire shall be 9 gauge galvanized steel.

Mayhew Well Construction & Land Exchange Agreement

Study Session
November 16, 2022

Overview

- Background
- Agreements
- Next steps

Background

- Temescal Division is served by 2 wells
 - Mayhew Well
 - Station 71
- Mayhew Well was constructed in 1980's
- The well is at the end of its useful life
- Staff has planned and budgeted for the replacement of the well

Map



Land Ownership

- Chandler Mayhew, LLC & Mayhew Land Company, (Chandler/MLC) owns the property where Mayhew Well is located
 - Chandler/MLC operates an aggregate mining & processing operations
- Werner Family Properties (WFP) owns the property adjacent to the existing Mayhew well
 - Werner Corporation (Werner) operates an aggregate mining & processing operations
- All parties' long-term mining operations plans conflicts with the location of the Mayhew well

Mayhew Well Land Exchange Agreement

- Cleans up ownership issues for both parties
 - Even land exchange
 - EVMWD will own property for both well locations
 - Larger footprint for both wells will accommodate any future needs for treatment facility
- Cleans up easements for pipelines to wells & distribution system
 - Easement exchange

Land Exchange

EVMWD to Provide

Parcel #	Description	# of Acres
1	Station 71	0.23
2	Old Well Location	0.23
3	Old Well Location	<u>0.22</u>
Total		0.68

EVMWD to Receive

Parcel #	Description	# of Acres
1	Station 71	0.34
2	New Mayhew Well	<u>0.34</u>
Total		0.68

Mayhew Well Construction Agreement

- Werner/WFP provides the following:
 - \$600,000 towards cost of new well
 - Relocation of private access road to the new well location
 - Water discharge locations and allow for flushing
 - Aggregate materials
 - Traffic control plans
 - Construction parking
 - Erosion Control
 - Noise suppression barriers
 - Disposal of aggregate materials
 - Removal of existing above grade facilities and equipment
 - Fencing for the new well site

Mayhew Well Construction

- Estimated cost of well - \$5.0M
- Well construction agreement reduces funding requirement for EVMWD
- Project completion ~ 4 years

Next Steps

- Schedule for December 22 Board Meeting for consideration of approval
 - Mayhew Well Construction Agreement
 - Mayhew Well Land Exchange Agreement

An aerial photograph of a residential community, likely a golf course or resort area, featuring a large lake, numerous houses with red-tiled roofs, and a clubhouse. The background shows rolling hills and mountains under a clear sky. A large, stylized graphic of a water drop or wave is overlaid on the top half of the image.

THANK YOU



STUDY SESSION
DISCUSSION OUTLINE

Date: November 16, 2022
Originator: Greg Thomas- Administration
Subject: STRATEGIC PLAN QUARTERLY UPDATE

STRATEGIC GOAL

Improve Organizational Skills and Innovation Culture

BACKGROUND AND RECOMMENDATION

In early 2021, the Board of Directors and General Manager initiated a five-year strategic plan development process. The Board adopted the 2021-2026 Strategic Plan on September 21, 2021, following several Board and staff collaborative workshops facilitated by Sterling Insights, LLC DBA Rainforest Strategies.

The adopted Strategic Plan clarified our mission, vision, values, and established the objectives which translated into tangible measures and initiatives. Staff manages daily activities toward achieving those objectives.

The Strategic Plan calls for regular progress check-ins and course correction, when necessary. This status report reviews the progress in achieving the objectives outlined.

ENVIRONMENTAL WORK STATUS

Not applicable.

FISCAL IMPACT

Not applicable.

Attachments:

Strategic Plan - Status Report

EVMWD Strategic Plan - Status Report

Progress In progress

Objective	Task Name	Description	Checklist Items	Due Date
C1 - District Capabilities: Elevate Communications	Brand	Perform annual employee and customer branding and satisfaction surveys. Implement new Brand strategy following Board approval.	PLANNED: Get Brand final approval by Board; Evaluate Brand recognition in external surveys.	07/01/2023
	Interpersonal Communication & Influence	Plan staff and Board training to improve general communication and influence skills promoting collaboration, innovation, advocacy, legislation, negotiations, etc.	<p>PLANNED: Proactively highlight employee accomplishments; Highlight staff & their accomplishments (internal newsletter/social media/EVMWD website/Waterlog).</p> <p>COMPLETED: HR is sharing monthly updates regarding annual engagement survey with staff at All Hands meetings. Currently, priorities are being established based on employee comments and areas identified as needing improvement. Information will be shared as corrective action plans are finalized and implemented.</p>	06/30/2023
	Marketing Communications Update	Update District Style Guide reflecting the brand update. Align the website, quarterly Waterlogs, bill inserts, and social media posts to the updated brand/style guide. Update all instances where mission, vision, values, and objectives appear. Note how mission, vision, and strategic direction changes target audiences.	<p>PLANNED: Update visual representations throughout the District; Update Communications Master Plan; Develop Brand Guidelines; Website branding launch and style guide.</p> <p>COMPLETED: Community Affairs Master Plan was completed and approved. Brand guidelines will be developed to complete this task.</p>	06/01/2023
	Social Media	Refresh social media plan, leveraging the brand and District descriptor updates. Consistent with today's stakeholder expectations for online communication, proactively master social media as needed.	<p>PLANNED: Brand considerations will be added, if any changes to EVMWD brand.</p> <p>COMPLETED: The social media plan was reviewed and approved and will be implemented.</p>	06/01/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
C1 - District Capabilities: Elevate Communications	Transparency	Building upon current efforts and branding study, improve level of board packets, website, outreach and public information, etc.	PLANNED: Convert "wire frame" website to final design upon completion of the Branding Project.; Transparency Certificate (every other year) from Special District Leadership Foundation; Rollout Brand and new website with social media/other campaign.	06/30/2023
C2 - District Capabilities: Improve Organizational Skills and Innovation	Board Skills Onboarding & Refresher Training	Develop and implement regular industry standards/benchmarks training to assist Board productivity, legislative advocacy, Board governance & operating basics.	PLANNED: Multi-agency governance training - early 2023 (post-election); Review/Refresh semi-annually.	12/31/2023
	Collaborative Relationships Inside District	Annual review of innovation culture assessment and framework to measure collaboration and innovation conditions; periodically reassess to track Staff, Management, and Board improvements.	PLANNED: Initiate Innovation Program with staff. COMPLETED: HR Director completed Innovation Certification through Take Flight Learning (DiSC) - Nov 2022.	07/01/2023
	Culture that Balances Innovation & Excellence	Create employee Innovation Reward Program.		06/30/2023
	Industry & Situational Awareness (PESTEL, SWOTT)	Develop/refresh situational awareness for water industry and larger trends (innovation economy, environmental and public health topics, climate realities, social changes influencing customers and employees, security topics). Annual review and updates by every February.	PLANNED: Draft legislation wording for building a desal plant without Coastal Commission involvement; Continued visits to DC.	02/28/2023
	Supervisory & Management Training	Annual review of employee cross-training and management development programs, keep skills and knowledge current, and build focus on culture of innovation and effective change management.	PLANNED: Supervisory and Lead staff - Coaching with DiSC training - (end of 2022). COMPLETED: Workers' Compensation Procedures (Supervisory staff - Aug 2022), Adaptive Leadership (Supervisory and Lead staff - Sep 2022), and Budget Training (Supervisory and Lead staff - Sep 2022).	01/02/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
C3 - District Capabilities: Hire, Develop & Retain Skilled Personnel	Conduct Organizational Assessment/Study for Efficiencies	Conduct every five years after implementation.	<p>IN PROGRESS: Job descriptions are being revised by Koff & Associates. Class & comp study is in process and draft report expected by calendar year end. Koff & Associates will provide a recommended proposed comparator agency list for org assessment Nov 2022. This list may be different than list from class & comp study - this list will compare EVMWD to "best in class" organizations, rather than those similar in size and scope. Org assessment study will be conducted concurrently, and staff interviews will begin Nov 2022, with a draft report expected Feb 2023.</p> <p>COMPLETED: Comparator agency for class & comp study has been approved by executive staff.</p>	09/01/2023
	Conduct Team Building Exercises at Two Levels	Semi-annual. Executive Mgmt.; Managers; Supervisors Board of Directors	PLANNED: Exec. Staff team building on Mar 30, 2023 and Aug 31, 2023.	12/31/2023
	Leadership Training & Development Programs	Staff training programs promoting succession planning/increase promotion readiness.; Incorporate time management training to existing development programs.; Survey participants after each course to determine satisfaction, relevance, any adjustments; Leadership programs designed to develop current and future leader's skills.	<p>PLANNED: Will conclude this calendar year by beginning the 7 Habits of Highly Effective People module, completing the Be Proactive and Begin with the End in Mind sections, as well as providing supervisory and lead staff Coaching with DiSC training, and all staff Active Shooter (Threat Management) training.</p> <p>COMPLETED: Emotional Intelligence (all staff - August 2022), Workers' Compensation Procedures (supervisory staff - August 2022), Adaptive Leadership (supervisory and lead staff - September 2022), and Budget Training (supervisory and lead staff - September 2022).</p>	09/30/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
C3 - District Capabilities: Hire, Develop & Retain Skilled Personnel	Organizational Development Programming	Facilitation of enhanced DISC programs to staff during 2022/2023; Training and education utilization- Capitalize on training, provide implementation methods; Semi-annual review/refresh.	<p>PLANNED: Will present Coaching with DiSC to supervisory and lead staff in December 2022. Will present Conflict Resolution, Employee Engagement, and additional components of Emotional Intelligence to staff in early 2023.</p> <p>COMPLETED: Emotional Intelligence presented to all staff in August 2022 and staff encouraged to complete a supplemental assessment to analyze their own emotional intelligence from the DiSC perspective. New employees are provided an introduction to DiSC at hire.</p>	09/30/2023
	Review and Enhance Existing Compensation Plan to Attract and Retain Highest Caliber of Employee		PLANNED: Review existing salary schedule (part of Class and Comp Study) - Dec 2022.	01/01/2022
	Succession Planning & Knowledge Transfer Process	Review annually.	PLANNED: Annual review of technology utilization for knowledge share/institutional knowledge capture; Conduct staff training programs: Purchasing, Contracts, Budget/Financial; Annual review for SOP development for each dept. regular activities; Annual review of defined cross training and knowledge sharing programs.	09/30/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
C3 - District Capabilities: Hire, Develop & Retain Skilled Personnel	Workforce Development Plan	This program will be ongoing.	<p>PLANNED: Annual review of STEM; CTE ; Industry/community college coordination and use of IE Works; High School Program; OIT and expanded Internship Programs; Military/Veterans Program; Apprenticeship Program (similar to sister-agencies); Streamline Education Program's secondary education and career path development; Resume "Take our Daughters and Sons to Work Day" in 2023.</p> <p>COMPLETED: STEM - summer program with 100 high school students learning about water careers; CTE - met with LEUSD leadership about CTE opportunities; Participated in Veteran's Expo; Met with RCWD GM to plan for coordinated OIT/Internship programs between both districts. RCWD contact military partners and EVMWD contact existing partners at MSJC about expanding OIT partnership to other regional agencies; Participated in several job fairs.</p>	09/30/2023
	Collaboration for Security	Engage other agencies and jurisdictions to access and share threat identification information, potentials for collaborative response and recovery. Engage community stakeholders and customers to enroll local support for District security.	PLANNED: Periodic review; Report out by stakeholders.	12/31/2023
C4 - District Capabilities: Strengthen District Security	Implement Cybersecurity Network Intrusion Detection System		PLANNED: NID for Business, SCADA and DCS networks; Ongoing demos and applications and hardware reviews are underway to make the networks more secure and robust.	12/31/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
C4 - District Capabilities: Strengthen District Security	Review and Enhance IT/Controls Security Plan	Meet or exceed industry standards, regulations, and best practices.	PLANNED: Evaluate application of Internet of Things (IoT) to District applications and usage (Mar 2023); Install infrastructure for Disaster Recovery site; SCADA Master Plan (Jul 2023); IT Master Plan (Due Apr 2022 - Est. Completion Nov 2022).	07/01/2023
	OP1 - Operating Process: Optimize & Diversify Water Sourcing	Develop a Comprehensive Groundwater Treatment Strategy	As part of the Water Master Plan Update.	IN PROGRESS: Master plan updates are in progress; Proposals were received on October 5, 2022. Award of PSA will be presented to the BOD (Jan 2023).
	Develop a Regional Coalition to Explore the Inland Empire Area Desalination Feasibility		PLANNED: Final report (pending). COMPLETED: Partnered with EMWD, WMWD, & RCWD for Joint Agency Regional Resiliency.	06/01/2023
	Explore Purchasing Additional Groundwater or Surface Water Rights		IN PROGRESS: Will be evaluated as part of the Integrated Resources Plan Update.	01/01/2024
	Update the Integrated Resources Plan	Address long-term water supply, water quality, and climate challenges.	IN PROGRESS: CDM Smith hired as consultant to update the 2016 Plan. PLANNED: Present final report to the Board by Dec 2023.	06/30/2023
OP2 - Operating Process: Maintain & Upgrade Technology	Explore or Investigate Implementing Artificial Intelligence (AI) Opportunities for Operations and Efficiency		PLANNED: Investigate AI services potential within Infor (Coleman AI). IN PROGRESS: AI opportunities are being evaluated within Water and Wastewater Operations. Reviewed three different companies to consider AI for CCTV operations; WW Collections is in final stages of piloting and testing sewer main camera inspection technology. The advanced camera and software AI could identify pipeline condition flaws which is currently a time intensive human process.	01/01/2024

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
OP2 - Operating Process: Maintain & Upgrade Technology	Implement Software Applications, Improving Existing Business Processes		<p>PLANNED: Permit Tracking (mid-2023); Move to a virtual phone system environment; GHR (2023).</p> <p>COMPLETED: GHR - Transition Management implemented for preboarding and onboarding August 2022.</p>	01/01/2023
	Institute Asset Management Program		<p>PLANNED: CMMS Replacement (Dec 2023); Decision Support System (DSS) (Jun 2025).</p> <p>IN PROGRESS: CMMS software selection and implementation contracts were approved by the BOD (Oct 2022).</p>	06/01/2025
	Review District Software and Hardware Matrix	Review version, utilization level, cost, and alternatives.		12/31/2023
OP3 - Operating Process: Maintain & Upgrade Infrastructure	Continue Meter Testing and Replacement Program Compliance	Ongoing		12/31/2023
	Deliver 80 Percent of the Planned 5-year CIP Program	Biennial (match to budget).	IN PROGRESS: Most of the major projects are progressing forward. CIP updates to be provided to Board.	06/30/2023
	Implement a Pipeline Replacement Program	Specifically focusing on fire, pressure, and age-based deficiencies.	<p>IN PROGRESS: Lakeland Village area - Ranspot and Peeler design is almost complete, construction to begin mid 2023; First phase of the Lake Elsinore Downtown sewer pipeline rehabilitation project is underway with second phase in planning; Tomlin Pipeline replacement project design is near completion, construction to begin mid-2023.</p> <p>COMPLETED: Stage Ranch Pipeline project construction is complete; Punch list items in progress.</p>	08/30/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
OP3 - Operating Process: Maintain & Upgrade	Update Water, Sewer, and Recycled Water Master Plans	Every five years.	IN PROGRESS: Master Plan Updates are currently underway.	06/30/2023
S1 - Stakeholders & Stewardship: Build Recognized Value	Become Subject Matter Experts, Industry Event Presenters, and Industry Publication Contributors	Annually	COMPLETED: Dave Smith was elected to a board of director position at Southwest Membrane Operators Association (SWMOA) based on his experience and expertise relating to membrane treatment technology. His 3 year term begins on 11/3/22. Andrea Kraft and David Ochoa presented at the AWWA OpFlow virtual conference regarding our Cross-Connection Control/Backflow Prevention project (Single Check Backflow Replacement Program) on October 19, 2022.	09/30/2023
	Develop Local Business Engagement Outreach Program		COMPLETED: Staff attended several area chamber meetings, discussed water efficiency and rebates for CII customers. Staff participated in the All Chamber Mega mixer, where business were educated about PlanetBid opportunities.	09/30/2023
	Transparent Scoreboard Reporting	Develop meaningful content and publish relevant materials. Engage customers/stakeholders regarding the District's project spending and District Value Scoreboard results (how the community values us). Understand the investment's value and how customers benefit. The Value Scoreboard confirms the rates value is perceived. Biennial.	PLANNED: Receive SDLF Transparency Award - in 2024 and 2026.	

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
S2 - Stakeholders & Stewardship: Expand Collaboration, Innovation & Relationships	Collaborative Relationships with Federal and State Legislators and Regulators	Identify and participate in innovation opportunities with and influence legislators, regulators, policymakers, and other officials.	Monthly reporting.	
	Collaborative Relationships with Peers, Regional Organizations and Other Industry Agencies	Identify and join/create multi-agency collaborations. Provide local and regional public officials and community/opinion leaders with a clear and comprehensive explanation of water, wastewater, and water resource management issues.	PLANNED: Report Quarterly (Oct - Dec 2022). See Appendix for current list.	
	Elevate the District as an Advocacy Leader for Water, Wastewater, and Water Resource Management Issues	Through participation in national, statewide and regional associations. - Ongoing	COMPLETED: Greg Thomas appointed to WateReuse California Board of Trustees. See Appendix for current list.	
	Participate and Advocate in a Broad Range of Water, Wastewater, and Water Resource Policy and Regulatory Issues With Other Agencies, Industry Organizations, and Regional Stakeholders	Ongoing		

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
S3 - Stakeholders & Stewardship: Protect Public Health & Environmental Resources	Anticipate New Regulations	Update process and procedure to accommodate new regulations.	<p>PLANNED: Fleet Third Party Analysis - Clear Air Requirements end of 2022.</p> <p>IN PROGRESS: Ops has a current solicitation for a Fleet Master Plan to create a 10-year road map for existing and future CA clean air regulations compliance which are changing rapidly as we move toward 2030.</p> <p>COMPLETED: Canyon Lake WTP PFAS Pilot Study; Provided comments to USEPA re designating PFOA and PFOS as hazardous substances under CERCLA - 10/27/22.</p>	
	Stakeholder Engagement	Educate the public about providing safe and reliable drinking water District initiatives. Promote and encourage District Water use vs Bottled Water.	<p>PLANNED: Communicate the District's IRP; Educate the community on District policies and procedures as we adapt to ongoing COVID pandemic; Create an outreach plan focusing awareness on water issues for stakeholders and elected officials; EVMWD Annual CCR 2023; Communicate the State's Drought Emergency & EVMWD's curtailment conditions; Build relationships with HOAs, school districts, cities, and other key community stakeholders; Encourage and increase participation in CII.</p> <p>COMPLETED: Staff shared our tool kit and presented to several HOAs during this quarter. Staff also met with the school district regarding non-functional turf. Staff mailed CII customers re: non functional turf irrigation ban and followed up with high users.</p>	09/30/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
SF1 - Finance & Service: Maintain Financial Strength & Resiliency	Explore Alternative Revenue, Cost Savings, Services and Internal Efficiencies		IN PROGRESS: IT is reviewing computer purchase options at lease period end, resulting in new desktop computer equipment savings.	12/31/2023
	Grant Strategic Funding Plan	Ongoing. Will update every few years.	<p>PLANNED: Identify any additional funding sources for various grant funded projects; Secure grant funding for an offsite IT disaster recovery location; Secure Lee Lake Dam funding; Evaluate using Grant Management assistance and staffing needs; Secure funding for SEDCO and AVENUES Septic to Sewer Planning Grant.</p> <p>IN PROGRESS: ARPA funding for Hwy 74, Grand Ave., and Ranspot and Peeler projects is near execution. Various levels of design and construction to begin first quarter of 2023; SEDCO and AVENUES Septic to Sewer planning applications have been submitted to the State. Construction applications to be submitted by mid-2023.</p>	
SF2 - Finance & Service: Provide Excellent & Effective Customer Service	Customer Service / Employee Ambassadorship Training	Annually		
	Improve Purchasing Procedures and Response		PLANNED: Consider new technology improvements to increase change of custody and inventory controls; Review and update Inventory Warehouse processing (re-order points, material returns, obsolete items).	09/30/2023

EVMWD Strategic Plan - Status Report

Objective	Task Name	Description	Checklist Items	Due Date
SF2 - Finance & Service: Provide Excellent & Effective Customer Service	Increase Technology Use to Assist Customer Interaction and Engagement		<p>PLANNED: Permit Tracking - Engineering End of 2023; CMMS - Customer Issue Reporting App 2024; Research and implement new and innovative ways to virtually share public information.</p> <p>IN PROGRESS: New external website is under construction.</p>	
	Promote and Encourage Community Program Involvement	Continue educating and working with customers to minimize pandemic-related bill arrearages; Work with state officials to implement customer arrearage financial assistance programs - sewer; Ongoing	COMPLETED: Team participated, hosted, promoted and encouraged District personnel participation in various events and programs throughout the community, including STEM PULL, Veteran's Expo, Storm Stadium, Petal Pushers Garden Club event, Sycamore Academy Career Day, education, career, water use efficiency, drought, water quality and assistance programs.	
	Survey Customers After Staff Interactions and Community Events	Ongoing	COMPLETED: Staff surveyed attendees of the Splash Into Summer event and gathered feedback regarding the event and customer perceptions of the District after the event.	

APPENDIX

S2. STAKEHOLDERS & STEWARDSHIP: EXPAND COLLABORATION, INNOVATION & RELATIONSHIPS

Collaborative Relationships with Peers, Regional Organizations, and Other Industry Agencies

Several staff members actively participate:

- Inland Empire Chapter of WaterReuse (President)
- ACWA Groundwater Committee (member)
- ACWA Water Quality Committee (member)
- Santa Ana River Dischargers Association (SARDA) Committee (chair)
- Pretreatment, Pollution Prevention, and Stormwater (P3S) Committee (chair)
- Mt. San Jacinto College (MSJC) Vocational Advisory Board (members)
- Southwest Membrane Operator Association (SWMOA) Membrane Treatment Technical Committee (advisor)

Community Affairs staff is actively involved in the following organizations and committees:

Statewide:

- ACWA Communications Committee/ WQ Communications Sub Committee (member)
- DWR Education Committee (member)
- Cal WEP (Water Efficiency Partnership) Committee (member)
- California Public Information Officials (committee rep, members)

Metropolitan Water District:

- Education Coordinators Committee
- Water Use Efficiency Committee
- PIO Committee

Local:

- Lake Elsinore Valley Chamber of Commerce- Board of Directors (3rd Vice Chair)
- Lake Elsinore Rotary Club (member)
- LESJWA Outreach Committee (member)
- Regional Agencies' Communications/ Water Efficiency/ Education Committees
- Public Relations Society of America, Inland Empire Chapter (member)

Other:

- STEM Public Utilities Learning Lab (Education) (member)
- Water Energy Education Alliance Roundtable (member)
- Alliance for Water Efficiency Education and Outreach Committee

Human Resources/Safety staff is actively involved in the following organizations and committees:

Human Resources:

- Economic Development Coalition
- California Public Employees Labor Relations Association

APPENDIX

- Inland Empire Public Managers Association for Human Resources
- Society for Human Resources Management
- ACWA/JPIA Human Resources Group
- IE Works
- CA-NV AWWA Veterans Committee
- Veteran Engagement & Transition Committee
- Infor Service Industries Customer Forum

Safety:

- Southwest Group Partners (Riverside County Emergency Management Department)
- Water Utilities Safety Managers Association
- American Society of Safety Professionals
- Public Agency Risk Management Association

Elevate the District as an Advocacy Leader for Water, Wastewater, and Water Resource Management Issues

The Board and executive staff actively participate, and advocate as follows:

- President Burke – California-Nevada Section, AWWA Communications and Customer Relations Committee Vice Chair; Urban Water Institute Board member
- Vice President Morris – SRRRA Board member; ACWA JPIA CWIF Board member
- Director Williams – ACWA JPIA voting member; LESJWA Board member; LAFCO Special District member, BCGSA Board member
- Director Ryan – ACWA Board member; ACWA Region 9 Chair, ACWA Federal Affairs Committee
- Greg Thomas – California-Nevada Section, AWWA Water Utility Council member-at-large, WateReuse California Board of Trustees
- Ganesh Krishnamurthy, Engineering and Operations AGM - ACWA Groundwater Committee
- Bob Hartwig, Business Services AGM - ACWA Finance Committee and GFOA Small Government Board
- Jase Warner, Operations Director - IE Works Apprenticeship Advisory Committee
- Greg Morrison, Government Relations Officer – ACWA State Legislative Committee, California-Nevada Section, AWWA Legislative Committee member

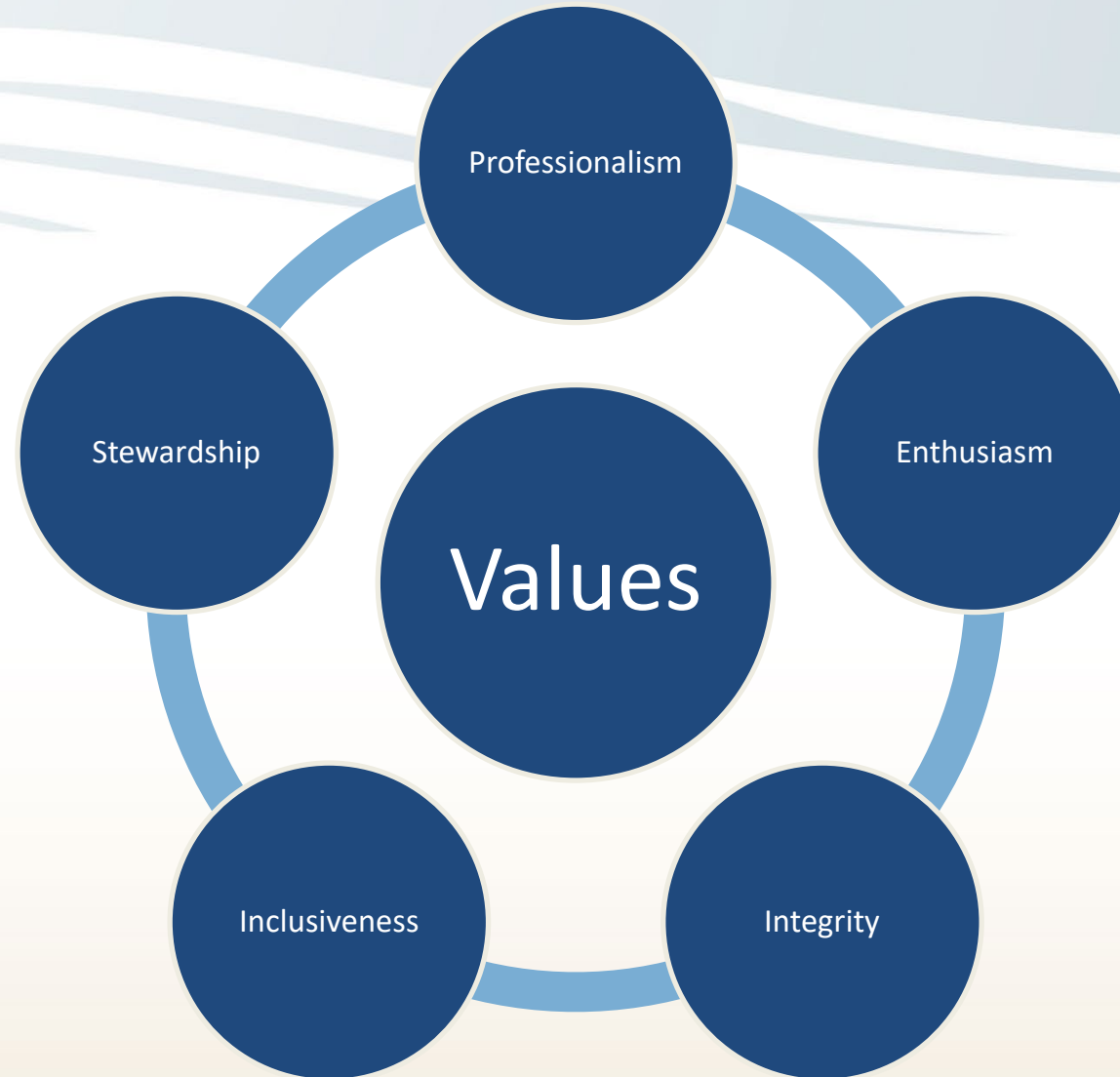
EVMWD Strategic Plan

Quarterly Update
Status Report
November 16, 2022

Mission

The EVMWD team delivers total water management that powers the health and vibrancy of its communities so life can flourish.

Values



Vision

EVMWD is Southern California's most innovative, diverse and trusted public utility partner.

Strategic Direction

By 2030 EVMWD will be:

Innovative,
creative,
proactive, and
technologically
advanced.

“One Water:”
water sourcing,
wastewater
treatment, water
recycling.

Trusted and
recognized for
positive
relationships:
Customers,
Community, Staff.

Fiscally fit and
highest value.

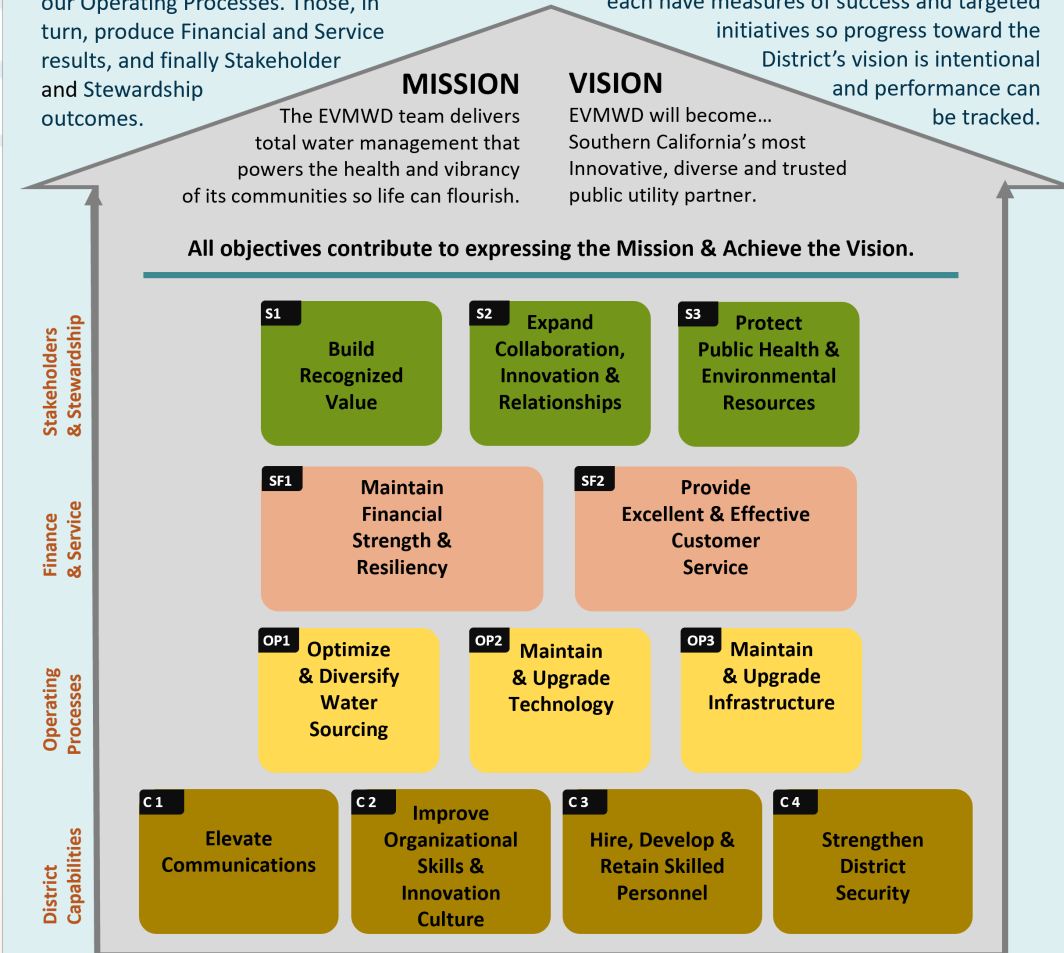
EVMWD - Strategy Map

About this map:

Each block represents an objective that EVMWD works to achieve every day. The bottom row of objectives improve our District Capabilities. These enable the next layer up, our Operating Processes. Those, in turn, produce Financial and Service results, and finally Stakeholder and Stewardship outcomes.

Doing a good job:

EVMWD's Board and Staff are working hard to achieve these objectives. There is a direct linkage between getting results on the objectives and expressing the District's mission. The objectives each have measures of success and targeted initiatives so progress toward the District's vision is intentional and performance can be tracked.



EVMWD VALUES:

- Professionalism
- Enthusiasm
- Integrity
- Inclusiveness
- Stewardship



C1. Elevate Communications

Objective: Further the District's mission, vision, objectives and brand values through elevated communications.

District Capabilities

Interpersonal Communication & Influence

- Highlight employee accomplishments
- Engagement survey action items

Marketing Communications Update

- District Style Guide
- Communications Master Plan

Transparency

- Website

C2. Improve Organizational Skills & Innovation Culture

Objective: Build and refresh Board and District skills and knowledge. Ensure consistently effective leadership, wise decision-making, and anticipatory innovation.

District Capabilities

Board Skills
Onboarding &
Refresher Training

- Multi-agency governance training

Collaborative
Relationships Inside
District

- Innovation Program

Supervisory &
Management Training

- Coaching with DiSC

C3. Hire, Develop & Retain Skilled Personnel

Objective: Attract, hire, develop, and retain a diverse and highly skilled workforce.

District Capabilities

Conduct Organizational Assessment/Study for Efficiencies

- Class & Comp Study
- Organizational Assessment

Leadership Training & Development Programs

- “Be Proactive”
- “Begin with the End in Mind”

Succession Planning & Knowledge Transfer Process

- District Succession Plan

C4. Strengthen District Security

Objective: Strengthen District facilities security and physical assets; District information systems and technology controls; and improve water resources protections.

District Capabilities

Implement Cybersecurity Network Intrusion Detection System

- Business, SCADA and DCS networks

Review and Enhance IT/Controls Security Plan

- Internet of Things (IoT)
- Disaster Recovery site
- SCADA Master Plan
- IT Master Plan

OP1. Optimize & Diversify Water Sourcing

Objective: Proactively optimize and diversify water sources to meet increasing quality standards and greater demand.

Develop a Regional Coalition to Explore the Inland Empire Area Desalination Feasibility

- Joint Agency Regional Resiliency Final Report

Update the Integrated Resources Plan

- Consultant - CDM Smith

OP2. Maintain & Upgrade Technology

Objective: Proactively maintain and upgrade technology, meeting District operational needs.

Operating Processes

Explore or Investigate Implementing Artificial Intelligence (AI) Opportunities for Operations and Efficiency

- Infor
- CCTV

Institute Asset Management Program

- Computerized Maintenance Management System (CMMS) Replacement
- Decision Support System (DSS)

OP3. Maintain & Upgrade Infrastructure

Objective: Proactively maintain and upgrade the District's infrastructure.

Operating Processes

Deliver 80 Percent of the Planned 5-Year CIP Program

- Major projects in progress

Implement a Pipeline Replacement Program

- Lakeland Village
- LE Downtown Sewer Pipeline rehabilitation

Update Water, Sewer, and Recycled Water Master Plans

- Updates underway

SF1. Maintain Financial Strength & Resiliency

Objective: Grow the revenues and assets sustainability and reliability.

Finance & Service

Explore Alternative Revenue, Cost Savings, Services and Internal Efficiencies

- Computer purchase options

Grant Strategic Funding Plan

- Offsite IT Disaster Recovery
- Lee Lake Dam
- SEDCO and AVENUES Septic to Sewer
- ARPA funding

SF2. Provide Excellent & Effective Customer Service

Objective: Build customer trust and credibility.

Finance & Service

Improve Purchasing Procedures and Response

- New technology improvements

Increase Technology Use to Assist Customer Interaction and Engagement

- Permit Tracking
- CMMS – Customer issue reporting app
- New website

Survey Customers after Staff Interactions and Community Events

- Splash into Summer

S1. Build Recognized Value

Objective: Leverage a coherent brand and deploy communications best practices, building recognized value among external stakeholders.

Stakeholder & Stewardship

Become Subject Matter Experts, Industry Event Presenters, and Industry Publication Contributors

- Southwest Membrane Operators Association (SWMOA)
- AWWA OpFlow

Develop Local Business Engagement Outreach Program

- Chamber events
- CII customers

S2. Expand Collaboration, Innovation & Relationships

Objective: Collaborate, innovate, and expand outside relationships.

Stakeholder & Stewardship

Collaborative Relationships
with Federal and State
Legislators and Regulators

- Monthly reporting

Elevate the District as an
Advocacy Leader for Water,
Wastewater, and Water
Resource Management Issues

- WaterReuse

S3. Protect Public Health & Environmental Resources

Objective: Protect and enhance public health and environmental resources.

Stakeholder & Stewardship

Anticipate New Regulations

- Clean Air Requirements
- Fleet Master Plan
- PFAS Pilot Study

Stakeholder Engagement

- IRP
- Outreach Plan
- Drought Emergency
- CII

QUESTIONS?



THANK YOU



STUDY SESSION
DISCUSSION OUTLINE

Date: November 16, 2022
Originator: Ganesh Krishnamurthy- Engineering
Subject: CAPITAL IMPROVEMENT PROJECTS UPDATE

STRATEGIC GOAL

Maintain and Upgrade Infrastructure

BACKGROUND AND RECOMMENDATION

EVMWD’s Capital Improvement Program (CIP) has expanded significantly in scale and complexity over the past few years. The average annual CIP spending is projected to increase from approximately \$20 million to approximately \$100 million through 2026. While the upcoming Regional Water Reclamation Facility (WRF) Expansion project would account for a major portion of the CIP spending, projects such as the recently completed Regional Upgrades Project, the on-going Horsethief WRF Upgrades and Expansion Project, the upcoming Diamond Regional Lift Station, the Canyon Lake Water Treatment Plant (CLWTP) upgrades and PFAS Treatment, and the Sedco/Avenues Septic to Sewer conversion projects are complex endeavors in themselves. Additionally, there are three new ARPA-funded projects with the County.

In order to manage the CIP efficiently and to mitigate risk to EVMWD, staff has made changes to internal review processes and implemented measures such as external risk reviews for complex projects, additional constructability reviews, and the use of a dedicated external Program Manager for large projects.

Staff will provide an update presentation on the progress of various Capital Improvement Projects, including current market challenges at the meeting.

ENVIRONMENTAL WORK STATUS

Not Applicable.

FISCAL IMPACT

Not applicable.

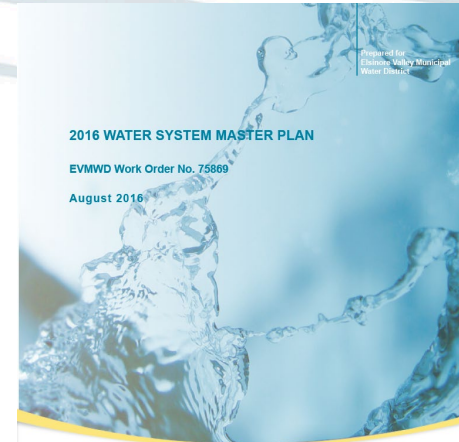
Attachments:

None.

Capital Improvement Program (CIP) Update 2022

Existing Active CIP Projects

- # of Projects: 84
- Process
 - Master Plans
 - IRP Projects
 - Operations identified
 - Project priorities
 - Financials



EVMWD
Elsinore Valley Municipal Water District
3115 Chaney Street
Lake Elsinore, CA 92530

Zone 3300 Pipeline to Skymeadow Tank & All Small Diameter Pipeline
Project Charter

Background and Project Location
The project spans the Skymeadow subdivision which is located within the Wildomar Quadrangle, portions of Sections 25, 26 and 36, T5S R9W in the City of Lake Elsinore, CA.

The existing 6-inch steel pipeline is the sole transmission main in Zone 3300 (Sky Meadow zone)—a pipe failure would isolate the community from water. The pipeline may also have difficulty in meeting fire flow demands in the Sky Meadow zone and is nearing the end of its expected life. The 2016 Water System Master Plan identifies the pipeline as a deficiency (Project ID E7-03; see Exhibit). A preliminary evaluation of the conducted in early 2018 found that the pipeline is still in fair or good condition.

Purpose
The recommendation is to replace 30,277 feet of existing 6-inch pipe with an 8-inch pipeline to increase the reliability of water supply and provide adequate fire flow protection to the Sky Meadow zone. The replacement would include all pipeline in Zone 3300 as well as the pipeline that convey water from Encina Drive through open land to South Main Divide.

Assumptions and Constraints
There are no assumptions and constraints.

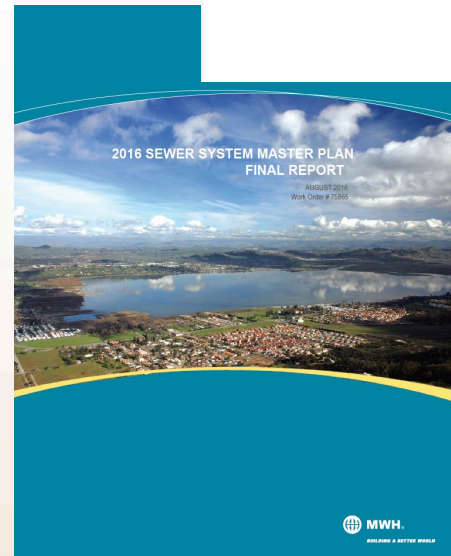
Solution Alternatives

3300 Facility Improvements, Construction

This cost is equivalent to \$6,618,867.51 less. The cost breakdown is as follows:

Item	2018 Contingency	Total Cost
0	\$5,199,471.00	\$5,977,261.00
5	\$5,323,773.50	\$6,618,867.51

August 30, 2018



INTEGRATED RESOURCES PLAN 2017

Reliable, cost-effective, high quality water and wastewater services that are dedicated to the people we serve.

EVMWD
Elsinore Valley Municipal Water District

Elsinore Valley Municipal Water District | 3115 Chaney St. Lake Elsinore, CA 92531 | (951) 674-1146 | www.EVMWD.com

Capital Improvement Projects – 5 Years

	PROPOSED FY2022	PROPOSED FY2023	FY2024	FY2025	FY2026
Water	\$ 13,030,000	\$ 14,220,000	\$ 26,245,000	\$ 50,880,000	\$ 24,175,000
Wastewater	72,925,000	68,838,000	84,400,000	28,030,000	2,840,000
Recycled Water	460,000	-	-	-	1,000,000
Other	1,675,000	3,415,000	2,085,000	1,585,000	1,585,000
Total	\$ 88,090,000	\$ 86,473,000	\$ 112,730,000	\$ 80,495,000	\$ 29,600,000

5-year CIP was estimated at \$395M

CIP Overview Moving Forward (2023+)

- Current Estimate
 - \$654 Million over 5 Years
 - \$19-26 Million each year thereafter
- Major Projects
 - Regional WRF Expansion
 - Horsethief WRF Upgrades and Expansion
 - Diamond Regional Lift Station
 - Canyon Lake WTP Upgrades and PFAS Removal



New Additions (Unplanned Projects)

- New Major Projects
 - Hwy 74 Sewer Extension - \$12M
 - Sedco and Ave. Septic to Sewer - \$80 - \$100M
 - Time sensitive Projects

ELSINORE VALLEY MUNICIPAL WATER DISTRICT Sedco Hills and Avenues Septic to Sewer Conversion Project

1. What is the project?
The 100% No Cost Project
will convert residents' private onsite septic system to the Elsinore Valley Municipal Water District (EVMWD) sewer system.

2. Why was my neighborhood chosen to convert from a septic to sewer system?
Your neighborhood was chosen by the EVMWD based on community and environmental needs.

3. What are the project benefits?

- Increase property value
- Improve general health
- Reduce water pollution
- Reduce storm associated flooding on property due to septic system
- No more costly septic system maintenance and repairs
- Eliminate foul septic odors

4. What is this going to cost me?
Nothing
EVMWD will secure funding from the Clean Water State Revolving Fund (CWSRF) to improve the sewer systems in your neighborhood. The project will cover the cost of construction work, all associated fees, abandonment of your septic tank(s), and restoration of your yard.
Saving You an Estimated \$60,000
To learn more about the monthly sewer charges, please visit, www.evmwd.com/septic.

5. What should I expect during construction?
Crews will survey your property and the construction contractor will finalize and construct the sewer lateral connection, which includes installing pipe that will carry sewage from your home to the district's sewer system and treatment plant.
The septic system will be cleaned, broken up and leach field will be abandoned in place. If applicable, the yard will be restored.
To construct the sewer system, crews will access community and private properties using heavy construction equipment to dig up the roadway and install sewer pipes.
This will require road closures, parking restrictions and/or lane reductions. Please be advised that this work may also be loud.

6. Do I need to sign something to be a part of the program?
Yes, all property owners need to sign a form to opt in to convert their septic system and save.

7. What do I do next?
Opt in for Septic to Sewer Conversion
by filling out the form that can be found on the project website www.evmwd.com/septic, or call 951-200-4136.

8. What happens if I do not opt in?
The Program Will Save You an Estimated \$60K
EVMWD may not fund septic to sewer conversions and costs for property owners who do not opt in the program before construction begins.

Funding for this project has been provided in full or in part through a agreement with the State Water Resources Control Board, California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT Sedco Hills and Avenues Septic to Sewer Conversion Project

Project Overview
To align with Elsinore Valley Municipal Water District's (EVMWD) Sewer Master Plan and Groundwater Protection goals, Sedco Hills and Avenues will be transitioned to the EVMWD sewer system in a phased approach over a period of 48 months.
EVMWD is securing funding from the Clean Water State Revolving Fund (CWSRF) to improve the sewer systems in the communities of Sedco Hills and Avenues.

What is this going to cost me?
NOTHING!
The cost to convert your septic system to sewer will be funded by the Clean Water State Revolving Fund.
The following expenses will be covered by EVMWD:

- Sewer connection construction costs and all associated fees
- Abandonment of septic tank(s)
- Post-construction yard restoration

Once you are connected to EVMWD's sewer system, your monthly EVMWD bill will include water and sewer charges based on approved fixed and variable rates. EVMWD will provide a one-year warranty to cover the cost of potential construction defects; however, the customer is responsible for long-term maintenance of lateral maintenance and replacement.

Benefits

- Increase property value
- Improve general health
- Reduce water pollution
- Reduce storm-associated flooding on property due to septic system
- Reduce foul/septic odors
- No more costly septic system maintenance and repairs

What to expect during construction
To construct the sewer system, crews will access the community and private properties using heavy construction equipment to dig up the roadway and install sewer pipes. This will require road closures, parking restrictions and/or lane reductions.
Please be advised that this work may also be loud.

This could save you an estimated \$60,000

The project will cover the cost of this construction work, including permitting and EVMWD system charges.

Funding for this project has been provided in full or in part through a agreement with the State Water Resources Control Board, California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing nor does mention of trade names or commercial products constitute endorsement or recommendation for use.

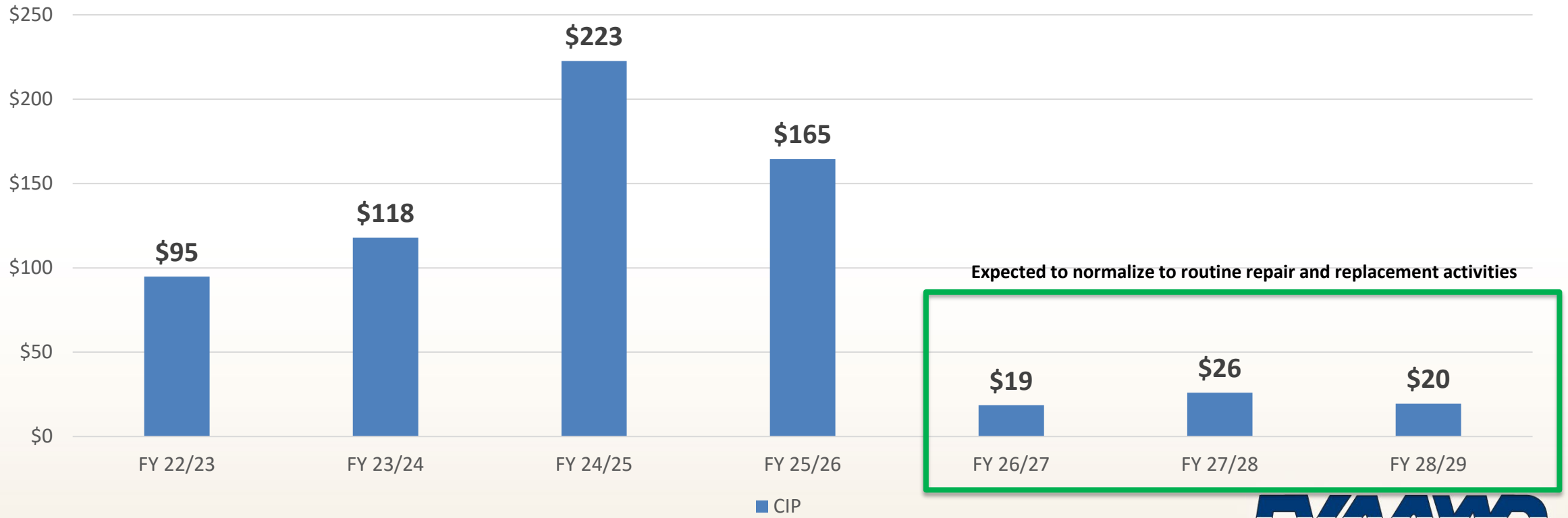
Other Ongoing CIP Projects

- Planning/Preliminary Design
 - MCC Condition Assessments
 - Canyon Lake Sewer Rehab.
 - Pump Station Condition Assessment
- Design
 - Lee Lake Wells
 - A-3 Lift station
 - Rice Canyon Road and Res.
 - Ranspot and Peeler Water Main
 - Downtown Sewer Replacement
- Construction
 - Palomar Well
 - Single Check Valve Replacement Phase 3



7 Year Capital Program Projections

CIP Total Budget
(\$ Millions)



CIP Execution Rate and Change Orders

77% CIP execution rate

- 69 Projects Total
 - 19 in Planning
 - 21 in Design
 - 7 in Construction
 - 12 in Studies
 - 10 not started

Change Orders (as a percentage of total construction cost)

2019 – 2.06%

2020 – 2.14%

2021 – 1.25%

2022 – 10.01% (to date)

Capital Improvement Program Oversight

- CIP Team
 - 4 CIP Engineers (one vacancy)
 - 1 Project Coordinator
 - 1 Manager (CIP and Development Services)
 - 1 Director (Engineering and Water Resources)



Consultant Support

- 69 Contracts Total
- 27 Consulting Firms providing services for
 - Planning
 - Design
 - Construction Management
 - Environmental
 - Program Management

Consultant Name/Type of Services	Planning	Design	Project Management	Construction Management/Inspect	Environmental	Total
Ardurra Group, Inc.	0	7	0	1	0	8
Carollo Engineers, Inc.	3	2	2	0	0	7
Albert A. Webb Associates	0	0	0	5	1	6
Dudek	1	5	0	0	0	6
Reilly Construction Management, Inc.	0	0	0	6	0	6
Kennedy Jenks Consultants, Inc.	1	2	0	1	0	4
Engineering Resources of Southern California	0	3	0	0	0	3
Helix Environmental Planning	0	0	0	0	3	3
Kimley-Horn and Associates, Inc.	0	3	0	0	0	3
Parsons Water & Infrastructure Inc.	0	3	0	0	0	3
AECOM Technical Services, Inc.	0	1	0	0	1	2
LEE & RO, Inc.	1	1	0	0	0	2
Water Works Engineers, LLC	0	2	0	0	0	2
Arcadis U.S., Inc.	0	0	0	1	0	1
CDM Smith Inc.	1	0	0	0	0	1
Gannett Fleming, Inc.	0	0	0	1	0	1
GHD Inc.	1	0	0	0	0	1
Hazen and Sawyer	1	0	0	0	0	1
JIG Consultants	0	1	0	0	0	1
Junker Engineering Group	0	1	0	0	0	1
Kleinfelder Construction Services, Inc.	1	0	0	0	0	1
PSOMAS	0	1	0	0	0	1
Stantec Consulting Services, Inc.	1	0	0	0	0	1
Valley CM, Inc.	0	0	0	1	0	1
Wallace & Associates Consulting, LLC. (Anser	0	0	0	1	0	1
Water Systems Consulting, Inc.	1	0	0	0	0	1
West Yost & Associates, Inc.	1	0	0	0	0	1
Infrastructure Engineering Corporation (IEC)	0	0	0	0	0	0
Total	13	32	2	17	5	69

Project Schedules

ID	Task Name	Budget	2022	2023	2024	2025	2026	2027	2028	2029
1	Admin Building Upgrades (Seismic/Structural)	\$ 4,084,000.00		█						
4	Zone 3300 PL	\$ 896,604.00		█						
8	33" San Jacinto River Canyon Transmission	\$ 2,500,000.00		█						
12	RCWRF Chlorine Contact Basin Permanent Cover	\$ 1,150,000.00		█						
16	Manhole Rehab Program	\$ 2,500,000.00		█						
25	1467 Zone Improvements Phase 6	\$ 1,400,000.00		█						
29	Add AMI Meter TVP	\$ 550,000.00	█							
32	Reservoir Demo	\$ 6,000,000.00			█					
37	RRCWRF DCS Conversion	\$ 5,634,674.00				█				
40	Skymeadows Suction Pipeline Replacement	\$ 2,500,000.00				█				
43	Chemical Feed Rehab at Back Basin GWTP	\$ 750,000.00		█						
47	Pats Point Pump Station Rehab	\$ 1,835,000.00		█						
50	Ortega Reservoir Rehabilitation	\$ 5,300,000.00		█						
53	MCC	\$ 3,500,000.00		█						
56	Robards Lift Station	\$ 650,000.00				█				
59	Regional Expansion Project	\$ 260,000,000.00						█		
60	Horst thief Canyon WRF Upgrades and Exp.	\$ 22,805,243.00		█						
61	Palomar Well Head and Treatment	\$ 6,309,294.37		█						
62	Diamond Regional LS and Force Main	\$ 60,000,000.00						█		
63	Lee Lake Wells	\$ 13,237,000.00		█						
64	Canyon Lake WTP Improvements	\$ 50,000,000.00		█						
65	Cereal Well 4 Rehabilitation	\$ 500,000.00		█						
66	A-3 Lift Station Project	\$ 6,250,000.00	█							
67	Rice Canyon Reservoir Rehab	\$ 4,450,000.00		█						
68	Ranspot and Peeler Water Main Repl.	\$ 900,000.00		█						
69	Grand Ave. Sewer (ARPA)	\$ 700,000.00		█						
70	Hwy 74 Sewer Extension (ARPA)	\$ 14,600,000.00		█						
71	Sedco Septic to Sewer	\$ 70,000,000.00		█						
72	Ave. Septic to Sewer	\$ 30,900,000.00		█						
73	Total	\$ 579,901,815.37								

Supply Chain Issues

- BABA – Buy America Build America
- Raw Materials
- Concrete
- Steel
- Electrical
- Computer Chips
- Resources
- Price Increases

Inventory Supply Chain Update

- Price increases 30-60%
- Prices are only held for 3 months
- Extended lead times (4 months to 1 year)

Mitigation Measures

- Reaching out to other vendors for availability, lead time, & price
- Continued Communication with Departments
 - Existing & Alternative supplies
 - Future material needs
- Ordering larger quantities to stock 6 months to 1 year of material
 - Making space to stock these larger orders
- Renewing our local agency purchasing contacts

CIP Challenges

- Staffing (District and Consultant)
- Supply Chain Issues
- Consultants
- Contractors
- Funding
 - Availability
 - Timing



Mitigation Measures:

- Risk Review
- Staff Augmentation
- Program Management
- Front End Docs
- Design Review Process
- Contingency for projects



Elsinore Valley Municipal Water District

QUESTIONS?

Presented under Other

Sedco Hills and Avenues Septic to Sewer Conversion Project

Public Outreach Approach and Implementation



Goals

- Research, identify and understand needs of community
- Connect with community-based organizations
- Community outreach, education and engagement
- Digital and in-person outreach tactics
- Provide the community with transparency throughout the project
- Gain community acceptance and buy-in
- Track and measure success

Outreach To Date (English and Spanish)

- Developed Public Outreach Plan
- Conducted Initial Research and Ascertainment
- Identified Key Stakeholders
- Set up Project Helpline (English and Spanish)
- Established Project Email
- Developed Educational Materials
- Sent Direct Mailers in
- Provided Public Survey
- Created Project Website
- Connected with Community-Based Organizations
- Social Media Campaign
- Flyer for Sedco Hills Town Hall
- Project Toolkit
- Geofencing Campaign

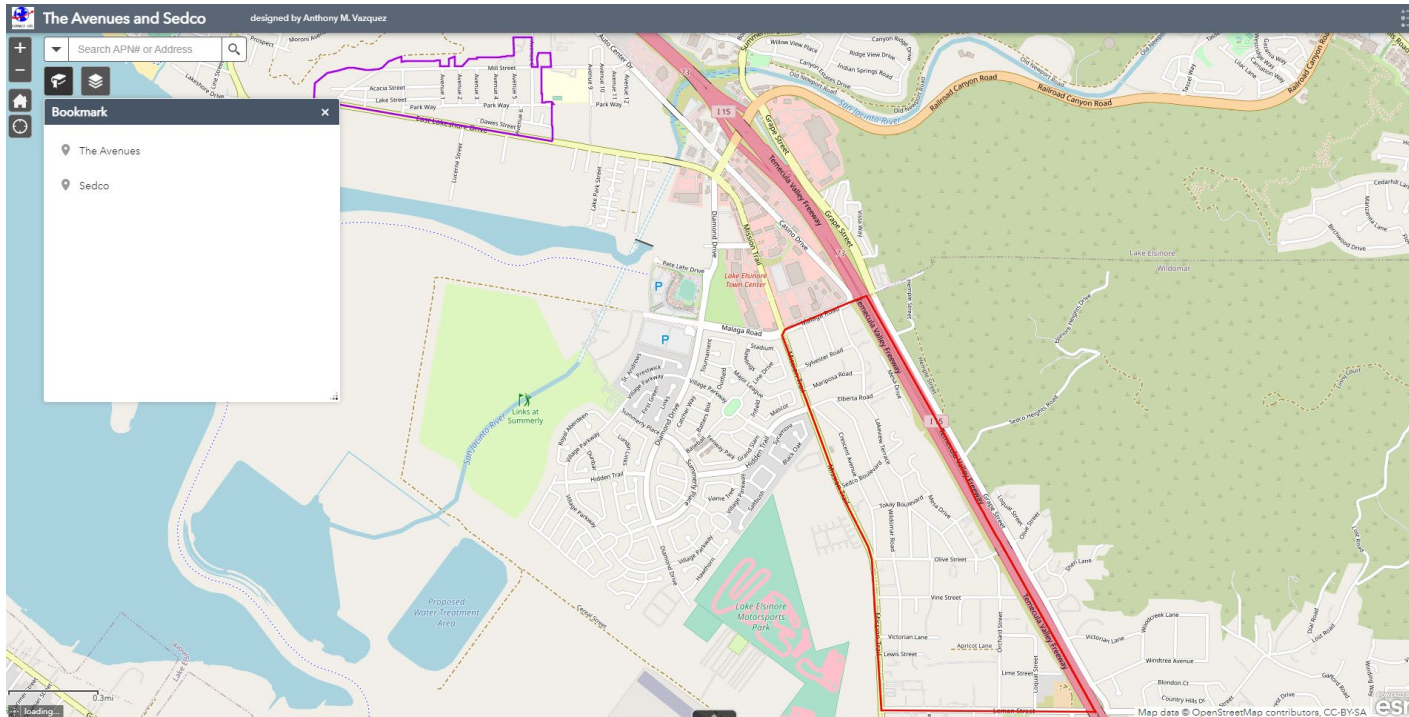
Next Steps

- Additional Door-to-door Outreach
- Additional School Outreach
- Project Banners
- Project Yard Signs
- Project Posters
- Initiate Social Media Campaign
- Stakeholder Eblast
- Ongoing CBO Communication
- Stakeholder Briefings
- Bill Inserts
- Call/Text Alert

ELSINORE VALLEY MUNICIPAL WATER DISTRICT

Sedco Hills and Avenues Septic to Sewer Conversion Project

Eligibility Map

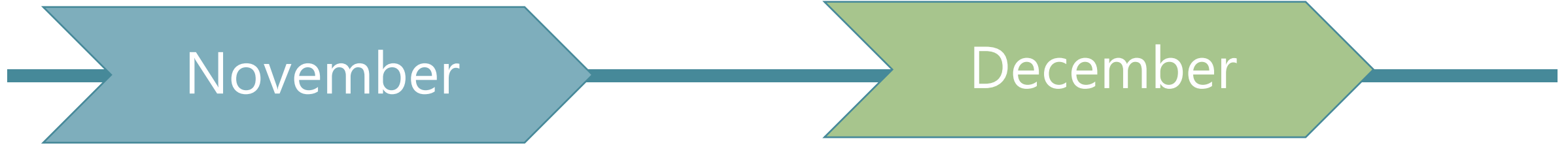


www.evmwd.com/septic

Property owners can input their address to determine if they are eligible for the program.

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
Sedco Hills and Avenues Septic to Sewer Conversion Project

Timeline



Sedco Hills Focus

- Town Hall- Nov. 21 @ Elks Lodge
- Door-to-door Outreach
- School Outreach
- Social Media Campaign
- Connect with CBO's
- Eblast Stakeholders

Avenues Focus

- Town Hall- Railroad Canyon School Dec. 2 (TBD)
- Door-to-door Outreach
- School Outreach
- Social Media Campaign
- Connect with CBO's
- Eblast Stakeholders

Upcoming Outreach Events

Town Hall Meetings:

Sedco Hills Town Hall

Lake Elsinore/Wildomar Elks Lodge
370 Mission Trail
Wildomar, CA 92595
Monday- 11/21/22
6 pm to 7:30 pm

Avenues Town Hall

Railroad Canyon Elementary (Tentative)
545 Chaney St.
Lake Elsinore, CA 92530
Wednesday- 12/14/22
6 pm to 7:30 pm

Community Based Organizations:

Lake Elsinore Senior Activity Center

420 E Lakeshore Dr
Lake Elsinore, CA 92530
Monday 12/12/22
10:30am- 12:30 pm
15 min presentation & Info Table

Wildomar Rotary Club

Montague Bros Coffee
21545 Palomar St
Wildomar Ca 92595
Tuesday 12/13 5:30pm
15 min presentation



Board Member Participation

- Project Tool Kit
- Town Hall Meeting Presence
 - Sedco Hills- 11/21- Lake Elsinore/Wildomar Elks Lodge
 - Avenues- 12/14 tent.- Railroad Canyon School

ELSINORE VALLEY MUNICIPAL WATER DISTRICT
Sedco Hills and Avenues Septic to Sewer Conversion Project

Contact Information



(951) 200-4136



septicconversion@evmwd.net



Greg Morrison, EVMWD Project Manager



www.evmwd.com/septic

