

# AGREEMENT FOR TEMPORARY WATER and WASTEWATER SERVICE

This agreement is made on the date set forth below by and between the Heber Public Utility District, (hereinafter referred to as "HPUD" or "District") and West Wind Parking Storage Inc, a corporation (hereinafter referred to as "WWP"), owned by the Jaime and Else Tamayo 2018 Trust, collectively referred to herein as the parties.

WHEREAS, HPUD is a Public Utility District organized and existing under the laws of the State of California; and

WHEREAS, WWP desires to obtain potable water and wastewater services from HPUD while WWP processes an Annexation application with Imperial County Local Agency Formation Commission.

NOW, therefore, HPUD and WWP agree as follows:

1. WWP will construct at its sole expense water and wastewater lines to connect to existing HPUD facilities to the project site for the purpose of providing water and wastewater services to West Wind Parking Facility. Said construction will conform to all engineering and technical requirements of HPUD and local, state, and federal laws, rules and regulations.
2. WWP agrees to dedicate to HPUD all title in fee simple to the water and wastewater lines constructed pursuant to this agreement upon annexation into the District. WWP shall be responsible for procuring all permits, rights of way, or any other property interest necessary to affect the construction and installation of the water and wastewater lines. HPUD shall have no obligation to accept any water or wastewater line or facility not constructed according to HPUD engineering and technical requirements.
3. WWP agrees to comply with all terms and conditions of the Imperial County Local Agency Formation Commission. WWP agrees to comply with any requirements of Imperial County LAFCO to implement this temporary agreement.
4. WWP agrees to install, at its sole expense, a detector check valve pursuant to plans and specifications approved by HPUD. The purpose of the detector check valve is to monitor water flow to the facility.
  - a. WWP agrees to install and operate at its sole expense any other devices (pumps, valves, backflow preventers, etc) required to ensure a safe and sufficient water flow required by any local, State or Federal agency.
5. WWP agrees to pay Capacity Fees for this project as follows:
  - a. The sum in the amount of \$80,262.00 for one (1) 6" water connection shall be paid on or before the date a building permit is issued.

b. The sum in the amount of \$26,642.00 for one (1) 8" wastewater connection shall be paid on or before the date a building permit is issued.

c. A Deposit in the amount of \$5,000.00 for plan check review and inspection by HPUD engineer and staff upon execution of this Agreement, to be applied against fees and costs for said services.

6. WWP agrees to pay HPUD's current Fixed Meter Charge-Service out of District fees, current fee Rate Schedule, attached hereto, is subject to change

7. WWP understands that its developments are outside the HPUD service boundaries and that the service to be provided under this agreement will be provided on a temporary basis. WWP agrees that this agreement expires on July 1, 2030 or when the property being recorded is annexed into HPUD's District, whichever occurs first.

8. WWP understands that if the developments and property to be serviced by the water and wastewater lines are annexed, in the future, by any other water/wastewater provider, WWP agrees to pay or reimburse HPUD for all costs and expenses incurred or associated with the disconnection of HPUD service to the developments.

9. WWP agrees to grant HPUD permission, and to execute any documents reasonably necessary, for HPUD to have access and egress to Westwind Parking for reading, replacement, and repairs that are the responsibility of HPUD. Future property owners will be responsible for maintenance and repair of all on site water and wastewater pipes and appurtenances except as expressly set forth herein.

10. Once dedicated to and accepted by HPUD, HPUD agrees to maintain and repair the water line, up to and including the check valve and the water meters. HPUD will not be responsible for maintenance and/or repair of onsite water pipe and appurtenances, (i.e., downstream of check valve) which responsibility shall remain with WWP or future property owners.

a. Once dedicated to and accepted by HPUD, HPUD agrees to maintain and repair the wastewater line up to the connection to the wastewater main. HPUD will not be responsible for maintenance and/or repair of onsite wastewater pipe and appurtenances, (i.e., downstream of the connection to the wastewater main) which responsibility shall remain with WWP or future property owners.

11. WWP warrants the design, construction and installation of the water and wastewater lines and appurtenances to be free of material defects in workmanship for a period of one (1) year from the date of acceptance by HPUD.

12. WWP agrees to indemnify, hold harmless, and defend HPUD from and against all liabilities, lawsuits, expenses, claims, demands, judgments, suits, actions, of every kind or nature whatsoever that may arise by reason of any act or omission of WWP contractors arising out of or in manner connected with the construction, installation, repair, replacement and maintenance of the water and wastewater lines to the extent that such duty or responsibility rests with WWP.

13. In the event of any action or proceeding to interpret or enforce the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs of suit in addition to any other relief in law or equity.

14. WWP represents it has the power and authority to enter into this agreement and to consummate the transactions contemplated hereby. WWP warrants that they have the full legal power, authority and right to execute and deliver this agreement.

15. This agreement shall be binding upon and inure to the benefit of the assigns, heirs, and successors in interest of each party. Except as expressly set forth herein, this agreement is a sole and only agreement between the parties, and may not be modified other than by a subsequent written agreement.

16. This agreement may not be assigned without the express written permission of HPUD.

Dated: 9/30/2025

  
\_\_\_\_\_  
Madeline Dessert, General Manager  
Heber Public Utility District

Dated: 9-24-2025

  
\_\_\_\_\_  
Jaime Tamayo, Trustee  
The Jaime and Elsa Tamayo 2018 Trust

Dated: 9-24-25

  
\_\_\_\_\_  
Else Tamayo, Trustee  
The Jaime and Elsa Tamayo 2018 Trust

# ORDINANCE NO. 2017-1

## OF THE HEBER PUBLIC UTILITY DISTRICT AMENDING ORDINANCE NUMBER 2010-2 TO MODIFY THE WATER SERVICE CAPACITY FEES

**WHEREAS**, Government Code sections 66013 and 66016 authorize the Heber Public Utility District (the HPUD) to adopt a resolution or ordinance to establish and impose a water service capacity fees; and

**WHEREAS**, pursuant to California Government Code sections 66013 and 66016, the HPUD Board of Directors adopted Ordinance Number 2010-2 on April 15, 2010, modifying rates, fees and charges for services; and

**WHEREAS**, the Board of Directors desired to modify water service capacity fees to reflect the revised estimate of the cost of current and future capital improvements necessitated by development within the HPUD's boundaries, and

**WHEREAS**, each person or entity wanting to connect to the HPUD's water system will share the cost for HPUD facilities, including but not limited to treatment, production, storage and major transmission facilities; and

**WHEREAS**, pursuant to Government Code section 66016 and 66018, the HPUD held a public meeting on February 16, 2017, as part of a regularly scheduled meeting of its Board of Directors, during which the District gave members of the public the opportunity to make oral or written presentations to the Board of Directors on the proposed water capacity fees prior to adoption; and

**WHEREAS**, the HPUD published notice of the time and place of the March 16, 2017, public hearing, including a general explanation of the matter to be considered, at least ten days before the hearing as required by Government Code sections 6062a and 6018; and

**WHEREAS**, at least ten days before the public hearing, the District made data publicly available that indicates (1) the estimated cost required to provide the services for which the HPUD proposes to levy the capacity fee and (2) the revenue sources anticipated to provide such services, all according to Government Code section 66016; and

**WHEREAS**, the above described data sets forth reasonable cost estimates for the HPUD's provision of water facilities, and establishes that the proceeds generated by the water capacity fees do not exceed the total of the estimated costs.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE HEBER PUBLIC UTILITY DISTRICT HEREBY DETERMINES AND ORDAINS AS FOLLOWS:**

- Section 1. Recitals. The above recitals are true and correct and incorporated herein.
- Section 2. Amendment. Ordinances Number 2010-2 is amended to adopt the water service capacity fees set forth in Exhibit 1 attached hereto.
- Section 3. California Environmental Quality Act Compliance. Pursuant to California Public Resources Code section 21080(b)(8), the HPUD's adjustment of the water capacity fees is not subject to the requirements of the California Environmental Quality Act. In accordance with Section 21080(b)(8), the HPUD finds and determines that its adjustment of the water capacity fees by this Ordinance constitutes the modification of fees to meet operating expenses and for obtaining funds for capital projects necessary to provide and maintain water service within the HPUD.
- Section 4. Ordinance Effective Date. This Ordinance shall be effective thirty (30) days after the date of its passage; a summary shall be published once, with names of members voting for and against the same in a newspaper of general circulation published in the County of Imperial. A certified copy of the full text of this Ordinance shall be posted at the office of the Clerk of the District Board of Directors, 1078 Dogwood Road, Suite 103, Heber, CA 92249.

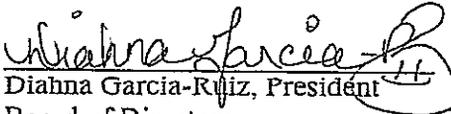
**APPROVED AND ADOPTED** by the Board of Directors of the Heber Public Utility District on this 16<sup>th</sup> day of March, 2017.

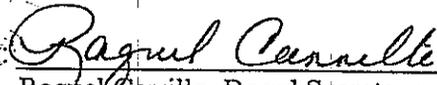
AYES: S. Escobedo, T. Sandoval, M. Nolasco, Jr.

NOES: D. Garcia-Ruiz, P. Tabarez, Jr.

ABSTAIN:

ABSENT:

  
Dianna Garcia-Ruiz, President  
Board of Directors

Attest:   
Raquel Carrillo, Board Secretary

**EXHIBIT 1**  
**WATER SERVICE CAPACITY FEES**

The provisions of Section 2 of Ordinance 2010-2 are hereby amended and superseded by the following:

**Heber Public Utility District**

**Capacity Fee Study**

**Water Enterprise - Capacity Fees Ordinance 2017-1**

<b>Connection Size</b>	<b>Ordinance 2017-1</b>
1" or less	\$3,087
2" Connection	\$9,878
3" Connection	\$21,609
4" Connection	\$38,896
6" Connection	\$80,262
8" Connection	\$148,176
10" Connection	\$234,612

The above fees shall be charged based on the meter size installed at the service location in accordance with Heber Public Utility District Utility Service Policy. In the event an existing service is upsized, the applicant shall pay the difference between the current rate for the existing meter size and the appropriate rate charged for the new meter size.

All water service capacity fees shall be paid prior to plan approval by the General Manager. Provided, however, commercial or industrial projects and residential projects or subdivisions involving more than four (4) units may be phased in accordance with an agreement approved by the Board of Directors. Water service will not be turned on prior to the receipt of the fees and the fee charged shall be that which is in effect at the time of receipt of payment by HPUD.

The fees in this EXHIBIT 1 shall be in effect until such time as the HPUD Board of Directors takes action to repeal, amend or modify.

# ORDINANCE NO. 2017-2

## OF THE HEBER PUBLIC UTILITY DISTRICT AMENDING ORDINANCE NUMBER 2010-3 TO MODIFY THE SEWER SERVICE CAPACITY FEES

**WHEREAS**, Government Code sections 66013 and 66016 authorize the Heber Public Utility District (the HPUD) to adopt a resolution or ordinance to establish and impose a sewer service capacity fees; and

**WHEREAS**, pursuant to California Government Code sections 66013 and 66016, the HPUD Board of Directors adopted Ordinance Number 2010-3 on April 15, 2010, modifying rates, fees and charges for services; and

**WHEREAS**, the Board of Directors desired to modify sewer service capacity fees to reflect the revised estimate of the cost of current and future capital improvements necessitated by development within the HPUD's boundaries, and

**WHEREAS**, each person or entity wanting to connect to the HPUD's sewer system will share the cost for HPUD facilities, including but not limited to treatment, pumping and major collection facilities; and

**WHEREAS**, pursuant to Government Code section 66016 and 66018, the HPUD held a public meeting on February 16, 2017, as part of a regularly scheduled meeting of its Board of Directors, during which the District gave members of the public the opportunity to make oral or written presentations to the Board of Directors on the proposed sewer capacity fees prior to adoption; and

**WHEREAS**, the HPUD published notice of the time and place of the March 16, 2017, public hearing, including a general explanation of the matter to be considered, at least ten days before the hearing as required by Government Code sections 6062a and 66018; and

**WHEREAS**, at least ten days before the public hearing, the District made data publicly available that indicates (1) the estimated cost required to provide the services for which the HPUD proposes to levy the capacity fee and (2) the revenue sources anticipated to provide such services, all according to Government Code section 66016; and

**WHEREAS**, the above described data sets forth reasonable cost estimates for the HPUD's provision of sewer facilities, and establishes that the proceeds generated by the sewer capacity fees do not exceed the total of the estimated costs.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE HEBER PUBLIC UTILITY DISTRICT HEREBY DETERMINES AND ORDAINS AS FOLLOWS:

- Section 1. Recitals. The above recitals are true and correct and incorporated herein.
- Section 2. Amendment. Ordinances Number 2010-3 is amended to adopt the sewer service capacity fees set forth in Exhibit 1 attached hereto.
- Section 3. California Environmental Quality Act Compliance. Pursuant to California Public Resources Code section 21080(b)(8), the HPUD's adjustment of the sewer capacity fees is not subject to the requirements of the California Environmental Quality Act. In accordance with Section 21080(b)(8), the HPUD finds and determines that its adjustment of the sewer capacity fees by this Ordinance constitutes the modification of fees to meet operating expenses and for obtaining funds for capital projects necessary to provide and maintain sewer service within the HPUD.
- Section 4. Ordinance Effective Date. This Ordinance shall be effective thirty (30) days after the date of its passage; a summary shall be published once, with names of members voting for and against the same in a newspaper of general circulation published in the County of Imperial. A certified copy of the full text of this Ordinance shall be posted at the office of the Clerk of the District Board of Directors, 1078 Dogwood Road, Suite 103, Heber, CA 92249.

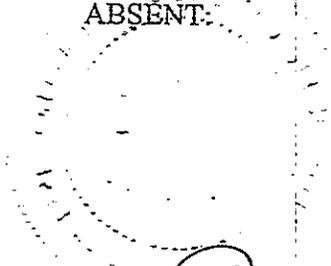
**APPROVED AND ADOPTED** by the Board of Directors of the Heber Public Utility District on this 16<sup>th</sup> day of March, 2017.

AYES: S. Escobedo, T. Sandoval, M. Noñasco, Jr.

NOES: D. Garcia-Ruiz, P. Tabarez, Jr.

ABSTAIN:

ABSENT:



Attest: Raquel Carrillo  
Raquel Carrillo, Board Secretary

Diahna Garcia-Ruiz  
Diahna Garcia-Ruiz, President  
Board of Directors

**EXHIBIT 1**  
**SEWER SERVICE CAPACITY FEES**

The provisions of Section 2 of Ordinance 2010-3 are hereby amended and superseded by the following:

**Heber Public Utility District  
Capacity Fee Study  
Wastewater Enterprise - Capacity Fees -  
Ordinance 2017-2**

<b>Connection Size</b>	<b>Proposed 2017</b>
All Residential Connections (4")	\$6,660
For all 6" connections	\$14,653
For all 8" connections	\$26,642

The above fees shall be charged based on the connection size installed at the service location in accordance with Heber Public Utility District Utility Service Policy. In the event an existing service is upsized, the applicant shall pay the difference between the current rate for the existing meter size and the appropriate rate charged for the new connection size.

All sewer service capacity fees shall be paid prior to plan approval by the General Manager. Provided, however, commercial or industrial projects and residential projects or subdivisions involving more than four (4) units may be phased in accordance with an agreement approved by the Board of Directors. Sewer connections will not be permitted prior to the receipt of the fees and the fee charged shall be that which is in effect at the time of receipt of payment by HPUD.

The fees in this EXHIBIT 1 shall be in effect until such time as the HPUD Board of Directors takes action to repeal, amend or modify.

**RESOLUTION NO. 2025-05**

**AN RESOLUTION OF THE HEBER PUBLIC  
UTILITY DISTRICT AMENDING RESOLUTION  
NUMBER 2021-08 MODIFYING CERTAIN  
WATER RATE**

WATER	Allotment	Modified	Adopted FY	Adopted FY	Adopted FY	Adopted FY
		Adopted FY 2017-2018	2018- 2019	2019- 2020	2020-2021	2021-2022
	(Gallons)	(\$/month)	(\$/month)	(\$/month)	(\$/month)	(\$/month)
<b>Fixed Meter Charge</b>						
<b>Single Family Residential:</b>						
1" Meter or less	15,000	\$55.54	\$57.84	\$59.54	\$61.30	\$62.08
<b>Multi-Residential:</b>						
1" Meter or less Water	15,000	\$62.39	\$64.38	\$66.32	\$68.23	\$70.94
2" Meter Water	40,000	\$194.71	\$200.57	\$206.59	\$212.53	\$221.31
3" Meter Water	60,000	\$408.95	\$421.24	\$433.88	\$446.28	\$465.81
<b>Commercial/Industrial/Public:</b>						
1" Meter or less Water	15,000	\$62.39	\$64.38	\$66.32	\$68.23	\$70.94
2" Meter Water	40,000	\$194.71	\$200.57	\$206.59	\$212.53	\$221.31
3" Meter Water	60,000	\$408.95	\$421.24	\$433.88	\$446.28	\$465.81
4" Meter Water	75,000	\$715.73	\$737.22	\$759.32	\$780.95	\$816.49
<b>Service Outside District</b>						
1" Meter or less Water	15,000	\$ 70.07	\$ 72.26	\$ 74.37	\$ 76.58	\$ 80.09
2" Meter Water	30,000	\$ 163.42	\$ 168.52	\$ 173.46	\$ 178.61	\$ 186.80
6" Meter Water	85,000					\$1,037.80

Volumetric Charge (\$/1000 gallons)		(\$/K gals)				
Residential Inside District		\$3.49	\$3.79	\$3.90	\$4.03	\$4.03
Public Agency		\$3.49	\$3.79	\$3.90	\$4.03	\$4.03
Commercial		\$3.49	\$3.79	\$3.90	\$4.03	\$4.03
Industrial		\$3.49	\$3.79	\$3.90	\$4.03	\$4.03
Multi-residential		\$3.49	\$3.79	\$3.90	\$4.03	\$4.03
Outside District		\$4.16	\$4.49	\$4.63	\$4.78	\$4.78

Private Fire Lines for Commercial and Temporary Hydrant Meter						
WATER		FY2017- 2018	FY2018- 2019	FY2019- 2020	FY2020- 2021	FY2021- 2022
Private Fire Line (\$/meter)		(\$/meter)	(\$/meter)	(\$/meter)	(\$/meter)	(\$/meter)
1" Meter or less		\$10.41	\$10.78	\$11.17	\$11.41	\$11.41
2" Meter		\$33.31	\$34.50	\$35.73	\$36.52	\$36.52
3" Meter		\$72.87	\$75.48	\$78.17	\$79.90	\$79.90
4" Meter		\$131.17	\$135.86	\$140.70	\$143.82	\$143.82
6" Meter/ Hydrant		\$208.21	\$215.65	\$223.33	\$228.28	\$228.28
6" Meter/ Hydrant /Year.		\$2,498.48	\$2,587.81	\$2,679.96	\$2,739.36	\$2,739.36

WATER	Allotment	Modified Adopted FY 2017-2018	Adopted FY 2018- 2019	Adopted FY 2019- 2020	Adopted FY 2020-2021	Adopted FY 2021-2022
Temporary Hydrant Meter/ Month		\$135.04	\$138.90	\$142.86	\$147.11	\$147.11
Hydrant Meter Volumetric Charge (\$/1,000 gallons)		\$3.49	\$3.75	\$3.87	\$3.99	\$3.99