

RESOLUTION NO. 2025-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE HEBER PUBLIC UTILITY DISTRICT AUTHORIZING
THE GENERAL MANAGER TO EXECUTE AN AGREEMENT
WITH WEST WIND PARKING FOR THE PROVISION OF WATER
AND WASTEWATER SERVICES**

WHEREAS, the Heber Public Utility District (District) provides essential services to the community, including water and wastewater within the District's service area; and

WHEREAS, West Wind Parking has requested the provision of water and wastewater services for its facilities; and

WHEREAS, the Board of Directors of HPUD has reviewed and determined that it is in the District's best interest to enter into an agreement with West Wind Parking to provide such services; and

WHEREAS, the Board of Directors desires to authorize the General Manager to negotiate, sign, and execute said agreement on behalf of HPUD, subject to all applicable laws, regulations, and District policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Heber Public Utility District as follows:

1. The General Manager is hereby authorized and directed to execute an agreement with West Wind Parking for the provision of water and wastewater services.
2. The agreement shall be in a form approved by District Counsel and shall include all necessary terms and conditions to protect the interests of the District.
3. The General Manager is authorized to take all actions necessary to carry out the purposes and intent of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Heber Public Utility District this 21st day of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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By: _____
Jacob Bermudez,
Clerk of the Board

By: _____
Helen Diaz-Molina,
Board President

APPROVED AS TO FORM:

By: _____
Steve Walker,
General Counsel

State of California
County of Imperial
Heber Public Utility District

I, Jacob Bermudez, Clerk of the Board of the Heber Public Utility District, County of Imperial, State of California, DO HEREBY CERTIFY that the foregoing resolution was dully passed, approved and adopted by the Board of Directors of the Heber Public Utility District at its regularly scheduled meeting held on the 21st day of August 2025.

By: _____
Jacob Bermudez,
Clerk of the Board

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 Westwind Parking, Inc, a partnership (hereinafter referred to as “WWP”), 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: _____

Madeline Dessert, General Manager
Heber Public Utility District

Dated: _____

Jaime Tamayo, President
West Wind Companies

FIRST DRAFT